

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 10:27 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**

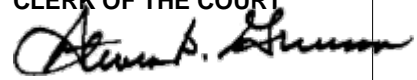
APPELLANT'S APPENDIX

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

VOLUME VII

CHRONOLOGICAL INDEX

<u>Document Name</u>	<u>Date Filed</u>	<u>Vol.</u>	<u>Page</u>
Appendix for Attorneys' Fees Motion	08/10/2022	VII	AA 001104-1335



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Attorney for Defendants

IN THE EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

W L A B INVESTMENT, LLC,

Plaintiff,

vs.

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

**APPENDIX TO DEFENDANTS' MOTION
FOR ATTORNEY'S FEES**

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.

Date of Hearing:
Time of Hearing:

Defendants TKNR INC. ("TKNR"), CHI ON WONG ("WONG"), KENNY ZHONG
LIN ("LIN"), LIWE HELEN CHEN ("CHEN"), YAN QIU ZHANG ("ZHANG"), INVESTPRO
LLC ("INVESTPRO"), MAN CHAU CHENG ("CHENG"), JOYCE A. NICKRANDT
("NICKRANDT"), INVESTPRO INVESTMENTS, LLC ("Investments"), and INVESTPRO
MANAGER LLC (hereinafter collectively referred to as the "Defendants"), by and through their
counsel of record, MICHAEL B. LEE, P.C., hereby files this APPENDIX to its Motion for
Attorneys' Fees ("Motion").

APPENDIX

Exhibit	Description	Bates
A	Defendants' Offer of Judgment	0001-0006
B	Minute Order Granting Defendants' Motion for Summary Judgment	0007-0009
C	Amended Order Granting Defendants' Motion for Summary Judgment	0010-0053
D	Original Order Granting Defendants' Motion for Summary Judgment	0054-0100
E	Minute Order re: Plaintiff's Motion for Reconsideration	0101-0104
F	Order Granting, in part, Denying, in Part Plaintiff's Motion for Reconsideration and Judgment	0105-0115
G	Order Amending the Judgment to Vacate Fees Award against B. Childs	0116-0124
H	Decision on Appeal	0125-0133
I	Order Denying Rehearing of Appeal	0134-0136
J	Transcript from Hearing on Defendants' Motion for Summary Judgment	0137-0176
K	Invoices from Michael B. Lee, P.C.	0177-0195
L	Minute Order re: Fees to MBL in Unrelated Case	0196-0197
M	Invoice for Burdick Law	0198-0201
N	B. Childs, Esq. Retainer (\$400/hour)	0202-0204
O	Minute Order re: Plaintiff's misrepresentations	0205-0207
P	Reed-Lee E-Mail Chain re: Status Report	0208-0210
Q	Reed-Lee-Childs E-Mail Chain re: Status Report	0211-0216
R	Receipt for Filing Fees	0217-0218
S	Receipt for Transcript Costs	0219-0225
T	Receipt for Expert Fees	0226-0227
U	Receipt for Copying Costs	0228-0229

DATED this 10th day of August, 2022.

MICHAEL B. LEE, P.C.

/s/ Michael Lee
MICHAEL B. LEE, ESQ. (NSB No.: 10122)
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Attorney for Defendants

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LAS VEGAS, NEVADA 89104
TEL – (702) 477.7030; FAX – (702) 477.0096

CERTIFICATE OF MAILING

I HEREBY CERTIFY that on this 10th day of August, 2022, I placed a copy of the **APPENDIX FOR DEFENDANTS’ MOTION FOR ATTORNEYS’ FEES** 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 A

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Attorney for Defendants

IN THE EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

W L A B INVESTMENT, LLC,
Plaintiff,
vs.

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

**DEFENDANTS' OFFER OF JUDGMENT
TO PLAINTIFF WLAB INVESTMENT,
LLC**

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.

TO: W L A B INVESTMENT, LLC, Plaintiff; and
BENJAMIN B. CHILDS, ESQ., Attorney for Plaintiff.

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

counsel of record, MICHAEL B. LEE, P.C., hereby offers to allow judgment to be taken against them as provided in Rule 68(b) of the Nevada Rules of Civil Procedure and NRS § 17.115 in the above-entitled action in the amount of Five Thousand Dollars (\$5,000.00), which includes any applicable attorneys' fees, liens, costs, and prejudgment interest.

Acceptance by Plaintiff will therefore result in satisfaction of past, present and future damages with respect to Plaintiff's claims in the case against Defendants and will serve to dismiss and bar the bringing of any and all future causes of action against Defendants by Plaintiff arising out of this matter as identified and referenced in the Complaint filed by Plaintiff in this action. If you accept this offer and give written notice thereof within fourteen (14) days, you may file this offer with proof of service of notice of acceptance. In the event this Offer of Judgment is accepted by Plaintiff, Defendants will obtain a dismissal of the claims as provided by N.R.C.P. 68(d), rather than to allow judgment to be entered against Defendants. Accordingly, and pursuant to these rules and statutes, judgment against Defendants cannot be entered unless ordered by the District Court. This Offer of Judgment shall be deemed withdrawn if not accepted by the deadline.

As to the reasonableness of this offer, the underlying evidentiary supports shows that: (1) Plaintiff's action was not brought in good faith as: the Property was originally constructed in 1954; Marie Zhu ("Zhu") executed a residential purchase agreement ("RPA") for the Property waiving her due diligence; Zhu did not do any inspections although she had the right to conduct, non-invasive/non-destructive inspections of all structural, roofing, mechanical, electrical, plumbing, heating/air conditioning, water/well/septic, pool/spa, survey, square footage, and any other property or systems, through licensed and bonded contractors or other qualified professionals; Zhu waived the Due Diligence condition under Paragraph 7(C) of the RPA; ignored the recommendation to conduct an inspection under Paragraph 7(D) of the RPA; waived the energy audit, pest inspection, roof inspection, septic lid removal inspection, mechanical inspection, soil inspection, and structural inspection; failed to inspect the Property sufficiently as to satisfy her use as required by the RPA; had actual knowledge of TKNR's disclosure that "3 units has brand new AC installed within 3 months," and further that the "owner never resided in

1 the property and never visited the property”; was also aware that the minor renovations, such as
2 painting, was conducted by the Seller’s “handyman” as disclosed in the Seller’s Disclosures; Zhu
3 agreed that she was not relying upon any representations made by Brokers or Broker’s agent; Zhu
4 agreed to purchase the Property AS-IS, WHERE-IS, without any representations or warranties;
5 Zhu agreed to satisfy herself, as to the condition of the Property, prior to the close of escrow;
6 Zhu waived all claims against Brokers or their agents for defects in the Property and factors
7 related to Zhu’s failure to conduct walk-throughs or inspections; Zhu assumed full responsibility
8 and agreed to conduct such tests, walk-throughs, inspections and research, as she deemed
9 necessary; Nevada Revised Statute (“NRS”) § 113.140 clearly provides that the Seller
10 Disclosures does not constitute a warranty of the Subject Property and that the Buyer still has a
11 duty to exercise reasonable care to protect himself; NRS § 113.140 also provides that the Seller
12 does not have to disclose any defect that he is unaware of; NRS § 113.130 does not require a
13 seller to disclose a defect in residential property of which the seller is not aware; a completed
14 disclosure form does not constitute an express or implied warranty regarding any condition of
15 residential property; Chapters 113 and 645 of Nevada Revised Statutes do not relieve a buyer or
16 prospective buyer of the duty to exercise reasonable care to protect himself or herself; Zhu did
17 not exercise reasonable care in protecting herself by conducting an inspection of the Subject
18 Property or the newly installed HVAC systems even though the Purchase Agreement allowed her
19 to; Plaintiff owned the Property for more than a year since before making any inspections about
20 the Property; Defendants was aware of any issues with any structural, electrical, plumbing,
21 sewer, mechanical, roof, fungus/mold, flooring, and/or foundation issues with the Property
22 before the time of the sale to Zhu; Defendants were not aware of any issues with any structural,
23 electrical, plumbing, sewer, mechanical, roof, fungus/mold, flooring, and/or foundation issues
24 with the Property at the time of the sale to Zhu; Defendants were not aware of any issues with
25 any structural, electrical, plumbing, sewer, mechanical, roof, fungus/mold, flooring, and/or
26 foundation issues with the Property after the sale to Zhu; any alleged conditions were open,
27 obvious, and could have been discovered by a reasonable inspection; Seller disclosed there were
28 issues with the heating and cooling systems with the Property; Seller disclosed that there were

1 construction, modifications, alterations, and/or repairs made without required state, city, or
2 county building permits; Seller disclosed that the Property was constructed before 1977; Seller
3 disclosed that the kitchen cabinets were brand new; Seller disclosed the sprinklers for the
4 landscaping did not work, all pipes were broken; Seller disclosed that the work, other than the
5 mechanical installation, was done by a handyman; and Seller disclosed that he never resided in
6 the property and/or visited it.

7 (2) This the offer of judgment is reasonable in light of the foregoing analysis providing
8 both the factual basis for the claims and the legal authority showing the lack of merit of the
9 action; (3) your refusal to accept the offer of judgment will be in bad faith and unreasonable; and
10 (4) the fees sought are reasonable in light of the demand to resolve this matter prior to the
11 commencement of heavy litigation. *See Beattie v. Thomas*, 99 Nev. 579, 588-89, 668 P.2d 268,
12 274 (1983).

13 This Offer of Judgment is made solely for the purposes intended by N.R.C.P. 68, and is
14 not to be construed as an admission in any form that Defendants are liable for any of the
15 allegations made by Plaintiff in the Complaint.

16 DATED this 19 day of November, 2020.

17 MICHAEL B. LEE, P.C.

18 /s/ Michael Lee
19 MICHAEL B. LEE, ESQ. (NSB No.: 10122)
20 1820 E. Sahara Avenue, Suite 110
21 Las Vegas, Nevada 89104
22 P: 702.477.7030
23 F: 702.477.0096
24 mike@mblnv.com
25 *Attorney for Plaintiff*
26
27
28

MICHAEL B. LEE, P.C.
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TEL - (702) 477.7030; FAX - (702) 477.0096

CERTIFICATE OF MAILING

I HEREBY CERTIFY that on this 19 day of November, 2020, I placed a copy of the **DEFENDANTS' OFFER OF JUDGMENT TO PLAINTIFF WLAB INVESTMENT, LLC** as required by Eighth Judicial District Court Rule 7.26 by delivering a copy or by mailing by United States mail it to the last known address of the parties listed below, facsimile transmission to the number listed, and/or electronic transmission through the Court's electronic filing system to the e-mail address listed below:

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

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

EXHIBIT B

[Skip to Main Content](#) [Logout My Account](#) [Search Menu](#) [New District Civil/Criminal](#)
[Search Refine Search Close](#)

Location : [District Court Civil/Criminal](#) [Help](#)

REGISTER OF ACTIONS

CASE NO. A-18-785917-C

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

Case Type: **Other Real Property**

Date Filed: **12/11/2018**

Location: **Department 7**

Cross-Reference Case Number: **A785917**

Supreme Court No.: **82835**

83051

PARTY INFORMATION

		Lead Attorneys
Arbitrator	Savage, John J.	
Defendant	Chen, Liwe Helen <i>Also Known As</i> Chen, Helen	Michael B. Lee <i>Retained</i> 702-477-7030(W)
Defendant	Cheng, Man Chau	Michael B. Lee <i>Retained</i> 702-477-7030(W)
Defendant	Investpro Investments I LLC	Nikita R. Pierce <i>Retained</i> 702-481-9207(W)
Defendant	Investpro LLC <i>Doing Business As</i> Investpro Realty	Michael B. Lee <i>Retained</i> 702-477-7030(W)
Defendant	Investpro Manager LLC	Michael B. Lee <i>Retained</i> 702-477-7030(W)
Defendant	Lin, Zhong Kenny <i>Also Known As</i> Lin, Chong Kenny <i>Also Known As</i> Lin, Ken Zhong <i>Also Known As</i> Lin, Kenneth Zhong <i>Also Known As</i> Lin, Kenny Zhong <i>Also Known As</i> Lin, Whong K <i>Also Known As</i> Lin, Zhong	Michael B. Lee <i>Retained</i> 702-477-7030(W)
Defendant	Nickrandt, Joyce A	Michael B. Lee <i>Retained</i> 702-477-7030(W)
Defendant	TKNR Inc	Michael B. Lee <i>Retained</i> 702-477-7030(W)
Defendant	Wong, Chi On <i>Also Known As</i> Wong, Chi Kuen	Michael B. Lee <i>Retained</i> 702-477-7030(W)

AA001114

0008

Defendant Zhang, Yan Qiu**Michael B. Lee***Retained*

702-477-7030(W)

Other Childs, Benjamin B., ESQ**Plaintiff W L A B Investment LLC****Steven L. Day***Retained*

7023093333(W)

EVENTS & ORDERS OF THE COURT

03/11/2021 **All Pending Motions** (9:30 AM) (Judicial Officer Escobar, Adriana)**Minutes**

03/11/2021 9:30 AM

- DEFENDANTS MOTION FOR SUMMARY JUDGMENT, OR IN THE ALTERNATIVE, PARTIAL SUMMARY JUDGMENT...OPPOSITION TO DEFENDANTS MOTION FOR SUMMARY JUDGMENT COUNTERMOTION FOR CONTINUANCE BASED ON NRCP 56(F) AND COUNTERMOTION FOR IMPOSITION OF MONETARY SANCTIONS Arguments by counsel regarding the merits and opposition of the Motion. COURT STATED ITS FINDINGS AND ORDERED, motion GRANTED as to all claims and attorney's fees; Countermotion DENIED. Mr. Lee to prepare a detailed order and provide it to opposing counsel for approval as to form and content in both PDF version and Word version to DC14Inbox@clarkcountycourts.us. Pursuant to EDCR 1.90(a)(4), COURT FURTHER ORDERED, Counsel to submit the proposed order within 14 days of this decision.

[Parties Present](#)[Return to Register of Actions](#)

EXHIBIT C

Heather S. Smith

CLERK OF THE COURT

MICHAEL B. LEE, ESQ. (NSB 10122)
MICHAEL MATTHIS, ESQ. (NSB 14582)
MICHAEL B. LEE, P.C.
1820 East Sahara Avenue, Suite 110
Las Vegas, Nevada 89104
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Attorney for Defendants

IN THE EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

W L A B INVESTMENT, LLC,

Plaintiff,

vs.

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

Defendants.

AND RELATED CLAIMS.

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

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

Date of Hearing: March 11, 2021

Time of Hearing: 9:30 a.m.

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

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

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

Findings of Facts

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

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

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

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

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

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

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

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

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

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

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

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

////

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

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

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

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

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

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

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

11. As noted, Ms. Zhu waived any inspections related to the purchase of the Property in the 2nd RPA. Although Ms. Zhu had actual knowledge of the Seller's Disclosures, and the Parties agreed to extend the COE to January 5, 2018, Ms. Zhu did not conduct professional inspections. Instead, she put down an additional \$60,000 as a non-refundable deposit to the TKNR. Moreover, she also agreed to pay rent in the amount of \$650 per month for one of the units, and to also pay the property manager \$800 for the tenant placement fee. Through

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

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

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

13. Plaintiff understands the importance of reading contracts.

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

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

Requirement to Inspect was Known

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

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

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

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

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

11 one. I think it's okay; right? Then the –
Supplement at 166:2-11.

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

* * *

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

* * *

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

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

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

13. . . Q. . "It is strongly recommended that buyer
14 retain licensed Nevada professionals to conduct
15 inspections."
16. . . A. . Yes.
17. . . Q. . Yeah. So you were aware of this
18 recommendation at the time --
19. . . A. . Yeah, I know.

Id. at 176:13-19.

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

////

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

19. . . A. . Yeah.

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

24. . . A. . Yeah. . Yeah.

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

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

.7. Did I read that correctly?

.8. . . A. . Yes, yes.

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

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

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

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

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

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

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

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

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

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

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

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

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

21 *Id.*

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

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

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

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

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

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

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

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

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

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

Id. at 206:10-16.

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

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

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

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

25. . . . A. . Yes.

Page 260

* * *

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

7. . . . A. . Yes.

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

9. . . . A. . Yes.

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

12. . . . A. . Yes.

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

17. . . . A. . Yes.

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

20. . . . A. . Yes.

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

25. . . . A. . Yes.

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

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

5. . . . Q. . Okay. And it says, "It's the buyer's duty
6 to inspect. Buyer hereby assumes responsibility to
7 conduct whatever inspections buyer deems necessary
8 to inspect the property for mold contamination.

9. "Companies able to perform such
10 inspections can be found in the yellow pages under
11 environmental and ecological services."

12. I read that correctly? Yes?

13. . . . A. . Yes.

14. . . . Q. . Okay. And then you elected not to get a
15 mold inspection; correct?

16. . . . A. . Yeah.

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

2 .5. . . Q. . So you relied upon your own determination
3 .6 related to the potential mold exposure of the
4 .7 property; correct?
5 .8. . . A. . Yes.
6 .9. . . Q. . Okay. . And you elected to proceed with
7 10 purchasing it without a professional mold
8 11 inspection; correct?
9 12. . . A. . Yes.

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

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

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

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

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

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

28 *There Is No Dispute a Professional Inspection Could Have Revealed the Alleged Issues*

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

1 at the time of the original purchase. As to the ability to inspect, Mr. Miao admitted that he had
2 access to the entire building. *Id.* at 250:22-25. He had access to the attic and looked at it. *Id.* at
3 251:4-14. Mr. Miao admitted that Plaintiff's expert examined the same areas that he did:

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

10 *Id.* at 291:6-16.

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

13 41. Mr. Miao admitted that Plaintiff's expert's inspection of the HVAC, *Id.* at 292:2-
14 5, 293:18-23, and the plumbing system, *Id.* at 300:19-25-301:1-4, would have been the same as
15 his in 2017.

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

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

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

23 22. . . Q. . And then the second line down, the first
24 23 sentence begins, "Items complained about in the Sani
25 24 report were open and obvious in the roof area, attic
26 25 area, and on the exterior/interior of the property."
27 Page 318

* * *

26 .3. . . Q. . Do you agree with this statement?
27 .4. . . A. . Yes.

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

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

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

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

21. . . . Do you agree with this statement?

Page 321

* * *

3. . . . Yes, yes.

4 BY MR. LEE:

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

6. . . A. Agree.

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

No Permits Required for Cosmetic Work by TKNR

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

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

9. . . . Do you see that?

10. . . A. Yes.

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

13. . . A. Yes.

Id. at 262:5-13.

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

Id. at 265:1-4.

17. . . Q. Okay. If you turn the page to 82,
18 Plumbing Improvements, no permits required to repair

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

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

Plaintiff Does not Disclose the Alleged Issues to Potential Tenants

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

19. . . . Then also in according to the law, and
20 they said it very clearly, because this is
21 residential income property, right, rental income
22 property, multi-family, we need -- landlord need
23 provide housing and well-being and -- for the
24 tenant. . . The tenant is not going to do all this
25 inspection. . . They can't. . . The burden is on the
Page 120
.1 landlord to make sure all these building is safe and
.2 in good condition.

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

4 49. Moreover, Plaintiff does not provide any notice to the tenants about its expert's
5 report or this litigation:

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

9 ·9· · · A· ·No.

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

13 ·13· · · A· ·No.

14 * * *

15 ·22· · · Q· ·Okay· So basically, you just tell them,
16 ·23 There's this· You can inspect the unit if you want;
17 ·24 is that it?

18 ·25· · · A· ·Yeah· And also we need to tell is a lot
19 Page 337

20 ·1 of things report that we don't need to go to the
21 ·2 inside the building· It's wall cracking· It's
22 ·3 outside· You can see.

23 ·4· · · Q· ·Okay· So it's open and obvious for them?

24 ·5· · · A· ·Yeah· You can see always outside.

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

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

29 *Squatters or Tenants Could Have Damaged the Property*

30 51. Mr. Miao admitted that multiple third parties could have potentially damaged the
31 Property. The Property has a historic problem with squatters during the time that Plaintiff owned
32 it:

33 ·12· · · Q· ·Do you generally have a squatter problem
34 ·13 with the property?

35 ·14· · · A· ·Yes· As a matter of fact, today I just
36 ·15 saw the one text message that said one -- some
37 ·16 people go to my apartment.

38 *Id.* at 110:12-16. He also admitted that tenants could have damaged the Property while they

were occupying it:

·4· . . Q· ·Okay· So the tenant in this context would
·5 have damaged the unit at the time that you owned it;
·6 is that fair?
·7· . . A· ·Maybe· Yes.
·8· . . Q· ·Okay· So some of the -- so the damage
·9 that was to the water heater system, could the
10 tenant have damaged that as well?
11· . . A· ·Yes.
12· . . Q· ·And then he could have damaged the cooler
13 pump and the valve as well; is that correct?
14· . . A· ·Yes.
15· . . Q· ·Okay· Then on 122, these are all issues
16 that the tenant could have damaged; is that correct?
17· . . A· ·Yes.
18· . . Q· ·And then the same through for 145; is that
19 right?
20· . . A· ·Yes.

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

No Evidence That Defendants Knew of Alleged Conditions

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

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

54. Mr. Miao admitted that he has no evidence Defendants knew about the alleged moisture conditions. *Id.* at 293:24-25-294:1-3. Additionally, he also admitted that there is no evidence that Defendants knew about the alleged issues with the plumbing system. *Id.* at 301:21-24. He also admitted that he did not know if Defendants knew about the alleged issues with the duct work when they owned the Property. *Id.* at 314:5-19. He also recognized the deficiency in Plaintiff's expert's report that failed to differentiate between conditions prior to when TKNR owned the Property, while it owned it, and those afterwards. *Id.* at 321:17-21 – 322:3-6.

55. Mr. Miao recognized that a 63-year-old property could have issues that were not caused by Defendants. *Id.* at 324:6-15. This would have also included any issues with the dryer

vent and ducts, *Id.* at 325:3-20, and when the duct became disconnected. *Id.* at 329:1-16.

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

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

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

58. The Flipping Fund had nothing to do with Plaintiff's decision to purchase the Property. *Id.* at 223:15-25.

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

Id. at 274:20-23. He also admitted that he never received any pro forma, private placement information, calculations of profit and loss, capital contribution requirements, member share or units, or any such information about the Flipping Fund. *Id.* at 277:7-16.

Cost of Repairs

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

Allegations in the Second Amended Complaint

60. On November 23, 2020, Plaintiff filed its Second Amended Complaint ("SAC").

Based on the admissions of Mr. Miao and the waivers related to the RPA and the 2nd RPA, these allegations illustrate the overall frivolous nature of this action and why Rule 11 sanctions are appropriate:

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

* * *

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

* * *

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

* * *

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

a. SRPDF stated that Electrical System had no problems or defects. The fact is that many new electric lines were added and many old electric lines were removed by Investpro Manager LLC . The swamp coolers that were removed were supplied by 110 volt power supply lines. Investpro Manager LLC first added one 220v power supply line for one new 5 ton heat pump package unit on one roof top area for the whole building for Unit A. Unit B and Unit C. Investro (sic) Manager, LLC then removed the one year old 5 ton heat pump packaged unit from the roof top with power supply lines and added two new 220v power supply lines for two new 2 ton heart pump package units, one each for Unit B and Unit C.

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

All the electrical supply line addition and removal work

1 were performed without code required electrical load
2 calculation, permits and inspections. To save money,
3 minimize flipping cost, minimize flipping time, maximize
4 flipping fund profits, Investpro Manager LLC used
unlicensed and unskilled workers to do the electrical work
and used low quality materials used inadequate electrical
supply lines.

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

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

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

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

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

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

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

1 leak and are causing moisture conditions behind tile walls
2 and drywalls.

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

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

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

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

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

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

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

Further, as early as March of 2016, Investro Manager, LLC
hired Air Supply Cooling to install one five ton new heat
pump package unit with new rooftop ducting systems on

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

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

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

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

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

To save money, minimize flipping cost, minimize flipping time, and maximize flipping fund profits, Investro Manager, LLC used unlicensed and unskilled workers to vent high moisture bathroom fan exhaust and washer/dryer combination unit exhaust 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 attic and water damages in ceiling and attic. The high moisture conditions in the ceiling attic destroyed ceiling attic insulations, damaged the roof decking, damaged roof trusses and damaged roof structure supports.

To saving money, minimize flipping cost, minimize flipping time, and maximize flipping fund profits, Investpro Manager LLC used unlicensed and unskilled workers to

complete renovation to all three bathrooms 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.

h. SRPDF stated that there was no structure defect. Investpro Manager LLC added one new five ton heat pump package unit with ducting systems on the one roof top area for the whole building in early March, 2016 without UBC required weight load and wind load calculation, permits and inspections. Due to the five ton heat pump package unit being too big, too heavy and having control problems to save money, minimize flipping cost, minimize flipping time, and maximize flipping fund profits, Investro (sic) Manager, LLC used unlicensed and unskilled workers to remove the one year old five ton heat pump package unit with part of the ducting system again without UBC required permits and inspections. Investpro Manager LLC added two new two ton heat pump package units on the two roof top areas for Unit B and Unit C with new ducting systems without UBC required weight load and wind loan calculation, permits and inspections.

Further, to save money, minimize flipping cost, minimize flipping time, and maximize flipping fund profits, Investpro Manager LLC used unlicensed and unskilled workers to open two new window holes on exterior walls for two window cooling units in Unit A without UBC required structure calculation, permits and inspections. This work damaged the building structure. Further, the moisture condition behind tile walls and drywall due to faucets leaking damaged the building structure.

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

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

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

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

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

The roof of the Subject Property was damaged by changing

1 roof top HVAC units and ducting systems multiple times
2 from October, 2015 to June, 2017. Investpro Manager LLC
3 removed the existing swamp coolers from roof top and
4 covered the swamp coolers ducting holes. Investpro
5 Manager LLC added a five ton heat pump package unit
6 with a new ducting system on one roof top area in March,
7 2016. Investpro the removed the one year old five ton heat
8 pump package unit with part of the ducting system from the
9 one roof top area in June, 2017. Then Investpro Manager
10 LLC added two two ton heat pump package units on the
11 two roof top areas in June, 2017. The work damaged the
12 roof of the Subject Property to such an extent that when it
13 rains the roof leaks. All of this renovation, demolition, and
14 construction work was done without UBC required weight
15 load and wind load calculations, permits and inspections
16 and this damaged the building roof structure.

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

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

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

i. Problems with flooring.

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

ii. Problems with the land/foundation.

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

cracking.

iii. Problems with closet doors.

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

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

62. As to 31(b), Mr. Miao admitted that the Seller's Disclosures disclosed issues with the heating and cooling systems, the use of a handyman, the lack of permits, and issues with the sprinklers. Additionally, he specified that he noted issues with the plumbing system were "open and obvious" that a reasonable, professional inspection could have discovered in 2017. Despite these issues, Plaintiff chose not to have a professional inspection. Moreover, Mr. Miao specified that this was a condition that Plaintiff could have inspected at or before the time it had originally purchased the Property. Notably, Mr. Miao admitted that no evidence showed that Defendants were aware of any of these issues.

63. As to 31(c), Mr. Miao admitted that the Seller's Disclosures disclosed the use of a handyman, the lack of permits, and issues with the sprinklers. Additionally, he specified that he noted issues with the sewer system were "open and obvious" that a reasonable, professional inspection could have discovered in 2017. Despite these issues, Plaintiff chose not to have a professional inspection. Moreover, Mr. Miao specified that this was a condition that Plaintiff

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

3 64. As to 31(d), Mr. Miao admitted that the Seller's Disclosures disclosed issues with
4 the heating and cooling systems, the use of a handyman, and the lack of permits. Additionally,
5 he specified that he did his inspection and/or that any issues with the heating system were "open
6 and obvious" that a reasonable, professional inspection could have discovered in 2017. Despite
7 these issues, Plaintiff chose not to have a professional inspection. Moreover, Mr. Miao specified
8 that this was a condition that Plaintiff could have inspected at or before the time it had originally
9 purchased the Property. Notably, Mr. Miao admitted that no evidence showed that Defendants
10 were aware of any of these issues.

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

20 66. As to 31(f), this allegation illustrates that Plaintiff had knowledge before
21 purchasing the Property, and the overall emphasis on the failure to obtain a professional
22 inspection of the Property prior to purchasing it.

23 67. As to 31(g), (k), Mr. Miao admitted Plaintiff executed the mold and moisture
24 waiver, and understood its affirmative duty to have an inspection done prior to the purchase of
25 the Property. He also admitted that the Seller's Disclosures disclosed the use of a
26 handyman, installation of the cabinetry, bathrooms, and the lack of permits. Additionally, he
27 specified that he personally inspected the attic and the dryer vent before Plaintiff purchased the
28 Property. Despite these issues, Plaintiff chose not to have a professional inspection. Moreover,

1 Mr. Miao specified that this was a condition that Plaintiff could have inspected at or before the
2 time it had originally purchased the Property. Notably, Mr. Miao admitted that no evidence
3 showed that Defendants were aware of any of these issues.

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

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

15 70. As to 31(j), Mr. Miao admitted that the Seller's Disclosures disclosed issues with
16 the heating and cooling systems, the use of a handyman, and the lack of permits. Additionally,
17 he specified that he noted issues were "open and obvious" that a reasonable, professional
18 inspection could have discovered in 2017. Mr. Miao agreed that there was no noticeable sagging
19 on the roof. Despite these issues, Plaintiff chose not to have a professional inspection.
20 Moreover, Mr. Miao specified that this was a condition that Plaintiff could have inspected at or
21 before the time it had originally purchased the Property. Notably, Mr. Miao admitted that no
22 evidence showed that Defendants were aware of any of these issues.

23 71. As to 31(l), Mr. Miao admitted that the Seller's Disclosures disclosed issues with
24 the heating and cooling systems, the use of a handyman, and the lack of permits. Mr. Miao
25 admitted that there was visible cracking on the foundation, walls, and the tiles that were open and
26 obvious at the time that Plaintiff purchased the Property in 2017. Mr. Miao noted that this
27 condition could have been inspected at or prior to the Property's purchase. Mr. Miao
28 acknowledged there was no evidence that Defendants were aware of these issues.

Plaintiffs Did Not Reply on Broker Agents

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

Mr. Miao Agreed with Defendants' Expert

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

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

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

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

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

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

Conclusions of Law

1. Summary judgment is appropriate when the pleadings, depositions, answers to

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

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

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

4. The pleadings and proof offered in a Motion for Summary Judgment are construed in the light most favorable to the non-moving party. *Hoopes v. Hammargren*, 102 Nev. 425, 429, 725 P.2d 238, 241 (1986). However, the non-moving party still “bears the burden to ‘do more than simply show that there is some metaphysical doubt’ as to the operative facts in order to avoid summary judgment being entered.” *Wood*, 121 Nev. at 732, 121 P.3d at

1 1031. “To successfully defend against a summary judgment motion, ‘the nonmoving party must
2 transcend the pleadings and, by affidavit or other admissible evidence, introduce specific facts
3 that show a genuine issue of material fact.’” *Torrealba v. Kesmetis*, 178 P.3d 716, 720 (Nev.
4 2008) (quoting *Cuzze v. Univ. & Cmty. Coll. Sys. of Nev.*, 172 P.3d 131, 134 (Nev. 2007)).

5 5. The non-moving party bears the burden to set forth specific facts demonstrating
6 the existence of a “genuine” issue for trial or have summary judgment entered against him.
7 *Collins v. Union Federal Savings & Loan*, 99 Nev. 284, 294, 662 P.2d 610, 618-619 (1983).
8 When there is no genuine issue of material fact and the non-moving party provides no admissible
9 evidence to the contrary, summary judgment is “mandated.” *Celotex Corp. v. Catrett*, 477 US
10 317, 322 (1986). When a motion for summary judgment is made and supported, an adversary
11 party who does not set forth specific facts showing a genuine issue to be resolved at trial may
12 have a summary judgment entered against him. *Collins v. Union Federal Sav. & Loan Ass’n*, 99
13 Nev. 284, 294, 662 P.2d 610, 616 (1983) (citing *Van Cleave v. Kietz-Mill Minit Mart*, 97 Nev.
14 414, 633 P.2d 1220 (1981); *Bird v. Casa Royale West*, 97 Nev. 67, 624 P.2d 17 (1981)).

15 6. “Under NRS Chapter 113, residential property sellers are required to disclose any
16 defects to buyers within a specified time before the property is conveyed.” *Nelson v. Heer*, 163
17 P.3d 420, 425 (Nev. 2007) (citing NRS 113.140(1)). “NRS 113.140(1), however, provides that a
18 seller is not required to ‘disclose a defect in residential property of which [she] is not aware.’ A
19 ‘defect’ is defined as “a condition that materially affects the value or use of residential property
20 in an adverse manner.” *Id.* (citing NRS 113.100(1)). The Nevada Supreme Court clarified that:

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

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

1 law. *Id.* at 426.

2 7. Generally, “[n]ondisclosure by the seller of adverse information concerning real
3 property . . . will not provide the basis for an action by the buyer to rescind or for damages when
4 property is sold ‘as is.’ ” *Mackintosh v. Jack Matthews & Co.*, 109 Nev. 628, 633, 855 P.2d 549,
5 552 (1993). Moreover, “[l]iability for nondisclosure is generally not imposed where the buyer
6 either knew of or could have discovered the defects prior to the purchase.” *Land Baron Invs.,*
7 *Inc. v. Bonnie Springs Family LP*, 131 Nev. 686, 696, 356 P.3d 511, 518 (2015). The general
8 rule foreclosing liability for nondisclosure when property is purchased as-is does not apply when
9 the seller knows of facts materially affecting the value or desirability of the property which are
10 known or accessible only to [the seller] and also knows that such facts are not known to, or
11 within the reach of the diligent attention and observation of the buyer. *Mackintosh*, 109 Nev. at
12 633, 855 P.2d at 552 (alteration in original) (internal quotation marks omitted).

13 8. A buyer waives its common law claims of negligent misrepresentation, fraudulent
14 or intentional misrepresentation, and/or unjust enrichment when it expressly agreed that it would
15 carry the duty to inspect the property and ensure that all aspects of it were suitable prior to close
16 of escrow, and the information was reasonably accessible to the buyer. *Frederic and Barbara*
17 *Rosenberg Living Tr. v. MacDonald Highlands Realty, LLC*, 427 P.3d 104, 111 (Nev. 2018).
18 Accordingly, the Nevada Supreme Court concluded that an agreement to purchase property as-is
19 foreclosed the buyer’s common law claims, justifying the granting of summary judgment on
20 common law claims. *Id.* (citation omitted).

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

25 *Anderson v. Ford Ranch, LLC*, 78684-COA, 2020 WL 6955438, at *5 (Nev. App. Nov. 25,
26 2020).

27 9. Nevada Revised Statute § 113.140 clearly provides that the Seller Disclosures
28 does not constitute a warranty of the Subject Property and that the Buyer still has a duty to

1 exercise reasonable care to protect himself. Nevada Revised Statute § 113.140 also provides that
2 the Seller does not have to disclose any defect that he is unaware of. Similarly, Nevada Revised
3 Statute § 113.130 does not require a seller to disclose a defect in residential property of which
4 the seller is not aware. A completed disclosure form does not constitute an express or implied
5 warranty regarding any condition of residential property. Nevada Revised Statute § 113.140(2).
6 Chapters 113 and “645 of Nevada Revised Statutes do not relieve a buyer or prospective buyer of
7 the duty to exercise reasonable care to protect himself or herself.” *Id.* at § 113.140(2).

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

13 11. On August 2, 2017, TKNR submitted its Seller Disclosures timely indicating all
14 known conditions of the Subject Property. TKNR disclosed that “3 units has (sic) brand new AC
15 installed within 3 months,” and further that the “owner never resided in the property and never
16 visited the property.” Plaintiff was also aware that the minor renovations, such as painting, was
17 conducted by the Seller’s “handyman” as disclosed in the Seller’s Disclosures. TKNR also
18 disclosed that it was aware of issues with the heating and cooling systems, there was
19 construction, modification, alterations, or repairs done without permits, and lead-based paints.

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

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

26 13. Section II(B)(1) lists the disclosures by TKNR. Despite these disclosures,
27 Plaintiff did not inspect the Subject Property, request additional information and/or conduct any
28 reasonable inquires. Ms. Zhu cancelled the original RPA, Ex. E, because of an issue related to

her financing, unrelated to the Seller's Disclosures. Notably, she included the explicit waiver of the inspections, which included her initialing the provision that she had not done in the original RPA. Ms. Zhu informed her agent to waive all inspections. Although Ms. Zhu had actual knowledge of the Seller's Disclosures from August 11, 2017, and the Parties agreed to extend the COE to January 5, 2018, Ms. Zhu still never did any professional inspections. Instead, she put down an additional \$60,000 as a non-refundable deposit to the TNKR. Moreover, she also agreed to pay rent in the amount of \$650 per month for one of the units, and to also pay the property manager \$800 for the tenant placement fee. Through Addendum 2 to the 2nd RPA, Ms. Zhu later changed the purchaser to Plaintiff.

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

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

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

Nevertheless, Ms. Zhu waived her inspection related to the original RPA and the 2nd RPA, reinforced further by actually initialing next to the waiver in the 2nd RPA. Ms. Zhu also waived the energy audit, pest inspection, roof inspection, septic lid removal inspection, mechanical inspection, soil inspection, and structural inspection. Thereby, Ms. Zhu waived any liability of

Defendants for the cost of all repairs that inspection would have reasonably identified had it been conducted. The RPA and the 2nd RPA clearly indicated that Ms. Zhu was purchasing the Property “AS-IS, WHERE-IS without any representations or warranties.”

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

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

18. Mr. Miao understood the importance to check public records when conducting due diligence.

19. Plaintiff was a sophisticated buyer aware of the necessity of property inspection.

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

21. Prior to the purchase, Mr. Miao was aware that the Seller “strongly recommended that buyer retain licensed Nevada professionals to conduct inspections”.

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

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

24. On or about August 10, 2017, Mr. Miao inspected Property. During that time, Mr. Miao noted issues with the Property that were not up to code, finishing issues, GFCI outlets¹, and electrical issues.

25. Mr. Miao acknowledged there was an issue with exposed electrical in Unit C as

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

1 well as possible asbestos.

2 26. Mr. Miao noted that there were cracks in the ceramic floor tiles and visible cracks
3 in the concrete foundation, which were open and obvious.

4 27. Mr. Miao admitted that he could also have seen the dryer vent during his
5 inspection.

6 28. Mr. Miao admitted that he could have followed up on the issues identified in the
7 SRPDF that included the HVAC and the permits.

8 29. Similarly, Mr. Miao should have contacted the local building department as part
9 of his due diligence.

10 30. Plaintiff was also on notice of the potential for mold and the requirement to get a
11 mold inspection.

12 31. Despite actual knowledge of these issues, Plaintiff did not elect to have a
13 professional inspection done.

14 32. Finally, Plaintiff was also acutely aware of the requirement of Nevada law to
15 protect itself by getting an inspection.

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

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

19 35. Plaintiff failed to differentiate between conditions prior to when TKNR owned the
20 Property, while it owned it, and those afterwards.

21 36. No dispute exists that TKNR did not need permits for the interior work it had
22 done to the Property.

23 37. Plaintiff has always been trying to lease the Property despite not doing any of the
24 repairs listed by Plaintiff's expert. This illustrates the lack of merit of Plaintiff that there are
25 underlying conditions with the Property.

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

1 it does not tell prospective tenants about them.

2 39. Mr. Miao admitted that multiple third parties could have potentially damaged the
3 Property.

4 40. Plaintiff did not present any evidence related to Defendants' alleged knowledge
5 other than his personal belief and speculation.

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

12 42. Mr. Miao also recognized that a 63-year-old property could have issues that were
13 not caused by Defendants.

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

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

22 45. Plaintiff was encouraged to inspect the property, and they did not do it. It was a
23 63-year-old property. There were specific disclosures that were made by the Seller, and Plaintiff
24 was strongly encouraged to conduct the inspection, and they did not want to.

25 46. This is a 2018 case. Plaintiff has not been diligent in conducting discovery.

26 Rule 56(f) is not a shield that can be raised to block a motion for
27 summary judgment without even the slightest showing by the
28 opposing party that his opposition is meritorious. A party invoking
its protections must do so in good faith by affirmatively
demonstrating why he cannot respond to a movant's affidavits as

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.

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

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

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

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

1 50. Plaintiff waived its common law claims of negligent misrepresentation, fraudulent
2 or intentional misrepresentation, and/or unjust enrichment when it expressly agreed that it would
3 carry the duty to inspect the property and ensure that all aspects of it were suitable prior to close
4 of escrow, and the information regarding Property was reasonably accessible to the buyer.
5 *Frederic and Barbara Rosenberg Living Tr. v. MacDonald Highlands Realty, LLC*, 427 P.3d
6 104, 111 (Nev. 2018).

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

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

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

1 disposition).

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

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

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

21 57. “On its own, the court may order an attorney, law firm, or party to show cause
22 why conduct specifically described in the order has not violated Rule 11(b).” *Id.* at 11(c)(3). “A
23 sanction imposed under this rule must be limited to what suffices to deter repetition of the
24 conduct or comparable conduct by others similarly situated. The sanction may include
25 nonmonetary directives; an order to pay a penalty into court; or, if imposed on motion and
26 warranted for effective deterrence, an order directing payment to the movant of part or all of the
27 reasonable attorney fees and other expenses directly resulting from the violation.” *Id.* at
28 11(c)(4).

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

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

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

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

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

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

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

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

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

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

23 81. The court intends to award to the Defendants the reasonable expenses, including
24 attorneys' fees and costs, incurred for defending this lawsuit under Rule 11. This sanction is
25 limited to what suffices to deter repetition of the conduct or comparable conduct by others
26 similarly situated.

27 Based on the foregoing, the Court GRANTS Defendants Motion, DENIES the
28 Counterclaim, and GRANTS attorneys' fees and costs to Defendants pursuant to Nevada Rule of

Civil Procedure 11.

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

IT IS FURTHER ORDERED, ADJUDICATED, AND DECREED that the Countermotion, including the 56(f) Countermotion, is **DENIED**. This is a 2018 case. Discovery ended October 30, 2020. This Court will not agree to enlarge discovery.

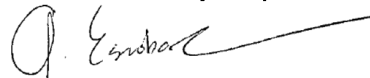
IT IS FURTHER ORDERED, ADJUDICATED, AND DECREED that Defendants are awarded attorneys' fees and costs pursuant to Rule 11. Defendants may file an affidavit in support of requested attorney's fees and costs within 10 days of the entry of Order.

IT IS FURTHER ORDERED, ADJUDICATED, AND DECREED that this is a final order related to the claims and counterclaim. This Court directs entry of a final judgment of all claims.

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

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

Dated this 7th day of April, 2021



THE HON. ADRIANA ESCOBAR
DISTRICT COURT JUDGE

158 436 3E2D 40F2
Adriana Escobar
District Court Judge

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 Amended Order was served via the court's electronic eFile system to
all recipients registered for e-Service on the above entitled case as listed below:

14 Service Date: 4/7/2021

15 Brinley Richeson

bricheson@daynance.com

16 Steven Day

sday@daynance.com

17 Michael Matthis

matthis@mblnv.com

18 BENJAMIN CHILDS

ben@benchilds.com

19 Nikita Burdick

nburdick@burdicklawnv.com

20 Michael Lee

mike@mblnv.com

21 Bradley Marx

brad@marxfirm.com

22 Frank Miao

frankmiao@yahoo.com

23
24
25 If indicated below, a copy of the above mentioned filings were also served by mail
26 via United States Postal Service, postage prepaid, to the parties listed below at their last
known addresses on 4/8/2021

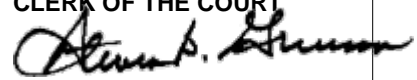
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John Savage	Holley Driggs Attn: John Savage, Esq 400 South Fourth Street, Third Floor Las Vegas, NV, 89101
Nikita Pierce	6625 South Valley View Blvd. Suite 232 Las Vegas, NV, 89118

EXHIBIT D



MICHAEL B. LEE, ESQ. (NSB 10122)
MICHAEL B. LEE P.C.
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Attorney for Defendants

IN THE EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

W L A B INVESTMENT, LLC,
Plaintiff,
vs.

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

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

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

Defendants.
And Related Actions.

TO: ALL PARTIES

YOU, AND EACH OF YOU, will please take notice that an order in this matter was entered
in this matter on March 30, 2021. A copy of said ORDER is attached hereto and incorporated
herewith by reference.

Dated this 31 day of March, 2021.

/s/ Michael Lee
MICHAEL B. LEE, ESQ. (NSB 10122)
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

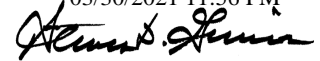
CERTIFICATE OF MAILING

I HEREBY CERTIFY that on this 31 day of March, 2021, I placed a copy of **NOTICE OF ENTRY OF ORDER GRANTING DEFENDANTS’ MOTION FOR SUMMARY JUDGMENT, OR IN THE ALTERNATIVE, PARTIAL SUMMARY JUDGMENT** as required by Eighth Judicial District Court Rule 7.26 by delivering a copy or by mailing by United States mail it to the last known address of the parties listed below, facsimile transmission to the number listed, and/or electronic transmission through the Court’s electronic filing system to the e-mail address listed below.

BENJAMIN B. CHILDS, ESQ.
318 S. Maryland Parkway
Las Vegas, Nevada 89101
Telephone: (702) 251-0000
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Attorneys for Plaintiff

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



CLERK OF THE COURT

MICHAEL B. LEE, ESQ. (NSB 10122)
MICHAEL MATTHIS, ESQ. (NSB 14582)
MICHAEL B. LEE, P.C.
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Attorney for Defendants

IN THE EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

W L A B INVESTMENT, LLC,

Plaintiff,

vs.

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

Defendants.

AND RELATED CLAIMS.

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

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

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

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

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

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

Findings of Facts

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

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

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

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

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

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

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

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

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

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

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

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

////

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

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

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

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

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

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

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

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

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

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

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

13. Plaintiff understands the importance of reading contracts.

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

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

Requirement to Inspect was Known

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

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

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

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

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

11 one. I think it's okay; right? Then the –
Supplement at 166:2-11.

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

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

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

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

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

13 Q. "It is strongly recommended that buyer
14 retain licensed Nevada professionals to conduct
15 inspections."
16 A. Yes.
17 Q. Yeah. So you were aware of this
18 recommendation at the time --
19 A. Yeah, I know.

Id. at 176:13-19.

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

////

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

19 · · · A · · Yeah.

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

24 · · · A · · Yeah · Yeah.

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

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

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

· 8 · · · A · · Yes, yes.

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

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

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

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

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

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

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

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

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

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

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

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

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

21 *Id.*

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

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

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

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

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

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

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

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

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

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

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

Id. at 206:10-16.

15 · · · Q · Okay · So as your attorney said, you could
16 have obtained a copy of the permits at any time?
17 Yes?
18 · · · A · Yes.
19 · · · Q · Okay · And then it's fair to say that just
20 put you on notice of the potential permit issue;
21 correct?

22 . . . A . . Yes.

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

Page 209

1 . . . A . . Yes.

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

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

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

25 . . . A . . Yes.

Page 260

* * *

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

7 . . . A . . Yes.

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

9 . . . A . . Yes.

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

12 . . . A . . Yes.

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

17 . . . A . . Yes.

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

20 . . . A . . Yes.

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

25 . . . A . . Yes.

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

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

5 . . . Q . . Okay. And it says, "It's the buyer's duty
6 to inspect. Buyer hereby assumes responsibility to
7 conduct whatever inspections buyer deems necessary
8 to inspect the property for mold contamination.

9 "Companies able to perform such
10 inspections can be found in the yellow pages under
11 environmental and ecological services."

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

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

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

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

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

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

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

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

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

No Dispute a Professional Inspection Could Have Revealed the Alleged Issues

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

·6· · · Q· ·Okay· So you walked through the property
·7 with him at the time he did his inspection; correct?

·8· · · A· ·Right.

·9· · · Q· ·Okay· During that time, did he inspect
10 any areas that -- that you did not have access to in
11 2017?

12· · · A· ·Yes· He didn't go to anything I didn't
13 inspect during 2017 too.

14· · · Q· ·So he inspected the same areas you
15 inspected?

16· · · A· ·Yes, yes.

Id. at 291:6-16.

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

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

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

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

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

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

Page 318

* * *

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

·4· · · A· ·Yes.

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

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

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

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

21· · · · · Do you agree with this statement?

Page 321

* * *

·3· · · · · Yes, yes.

·4 BY MR. LEE:

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

·6· · · A· ·Agree.

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

No Permits Required for Cosmetic Work by TKNR

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

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

·9· · · · · Do you see that?

10· · · A· ·Yes.

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

13· · · A· ·Yes.

Id. at 262:5-13.

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

1 ·4· ·· A· ·Yes.

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

3 17· ·· Q· ·Okay· If you turn the page to 82,
4 18 Plumbing Improvements, no permits required to repair
5 19 or replace the sink; correct?

6 20· ·· A· ·Yes.

7 21· ·· Q· ·To repair or replace a toilet?

8 22· ·· A· ·Yes.

9 23· ·· Q· ·To repair or replace a faucet?

10 24· ·· A· ·Yes.

11 25· ·· Q· ·Resurfacing or replacing countertops?

12 Page 264

13 ·1· ·· A· ·Yes.

14 ·2· ·· Q· ·Resurfacing shower walls?

15 ·3· ·· A· ·Yes.

16 ·4· ·· Q· ·Repair or replace shower heads?

17 ·5· ·· A· ·Yes.

18 ·6· ·· Q· ·Repair or replace rain gutters and down
19 ·7 spouts?

20 ·8· ·· A· ·Yes.

21 ·9· ·· Q· ·Regrouting tile?

22 10· ·· A· ·Yes.

23 11· ·· Q· ·And a hose bib, whatever that is.

24 12· ·· A· ·Water freezer· It's, like, for the
25 13 filtration of the water.

26 14· ·· Q· ·Okay· And then for the mechanical, no
27 15 permits required for portable heating appliances;
28 16 correct.

17 17· ·· A· ·Yes.

18 18· ·· Q· ·For portable ventilation appliances?

19 19· ·· A· ·Yes.

20 20· ·· Q· ·Or portable cooling units; correct?

21 21· ·· A· ·Yes.

22 22· ·· Q· ·And for portable evaporative coolers
23 23 installed in windows; correct?

24 24· ·· A· ·Yes.

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

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

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

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

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

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

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

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

9 A. No.

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

13 A. No.

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

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

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

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

5 A. Yeah. You can see always outside.

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

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

Squatters or Tenants Could Have Damaged the Property

51. Mr. Miao admitted that multiple third parties could have potentially damaged the
Property. The Property has a historic problem with squatters during the time that Plaintiff owned
it:

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

14 A. Yes. As a matter of fact, today I just

15 saw the one text message that said one -- some
16 people go to my apartment.

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

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

22 ·7· · · A· ·Maybe· Yes.

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

26 11· · · A· ·Yes.

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

29 14· · · A· ·Yes.

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

32 17· · · A· ·Yes.

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

35 20· · · A· ·Yes.

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

38 *No Evidence That Defendants Knew of Alleged Conditions*

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

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

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

1 322:3-6.

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

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

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

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

16 58. The Flipping Fund had nothing to do with Plaintiff's decision to purchase the
17 Property. *Id.* at 223:15-25.

18 20. . . Q. . . Yeah. . So there's no way that you relied
19 21 upon any flipping fund since it would have been
20 22 closed at this time; right?
21 23. . . A. . . Yeah.

22 *Id.* at 274:20-23. He also admitted that he never received any pro forma, private placement
23 information, calculations of profit and loss, capital contribution requirements, member share or
24 units, or any such information about the Flipping Fund. *Id.* at 277:7-16.

25 *Plaintiff Admitted it Inflated its Cost of Repairs*

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

of this lawsuit were to simply harass Defendants.

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

Allegations in the Second Amended Complaint

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

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

* * *

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

* * *

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

* * *

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

i. Problems with flooring.

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

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

ii. Problems with the land/foundation.

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

iii. Problems with closet doors.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14 No Reliance on Broker Agents

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

24 Mr. Miao Agreed with Defendants' Expert

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

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

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

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

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

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

Conclusions of Law

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

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

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

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

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

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

6. “Under NRS Chapter 113, residential property sellers are required to disclose any defects to buyers within a specified time before the property is conveyed.” *Nelson v. Heer*, 163 P.3d 420, 425 (Nev. 2007) (citing NRS 113.140(1)). “NRS 113.140(1), however, provides that a seller is not required to ‘disclose a defect in residential property of which [she] is not aware.’ A ‘defect’ is defined as “a condition that materially affects the value or use of residential property in an adverse manner.” *Id.* (citing NRS 113.100(1)). The Nevada Supreme Court clarified that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27 18. Plaintiff understands the importance of reading contracts.

28 ////

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

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

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

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

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

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

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

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

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

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

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

25 ////

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

56. 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.” 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).

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

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

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

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

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

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

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

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

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

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

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

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

80. Alternatively, the elements of an abuse of process claim are: "(1) an ulterior purpose by the defendants 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). Abuse of process can arise from both civil and criminal proceedings. *LaMantia v. Redisi*, 118 Nev. 27, 30, 38 P.3d 877, 879 (2002). Malice, want of probable cause, and termination in favor of the person initiating or instituting proceedings are not necessary elements for a prima facie abuse of process claim. *Nevada Credit Rating Bur. v. Williams*, 88 Nev. 601, 606, 503 P.2d 9, 12 (1972); Restatement (Second) of Torts § 682 cmt. a (1977). The mere filing of a complaint is insufficient to establish the tort of abuse of process. *Laxalt v. McClatchy*, 622 F. Supp. 737, 751 (1985).

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

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

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

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

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

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

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

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

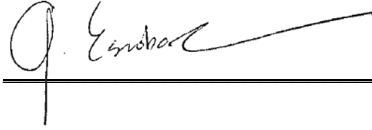
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LAS VEGAS, NEVADA 89104
TEL – (702) 477.7030; FAX – (702) 477.0096

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

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

Dated this 30th day of March, 2021



159 FDE 147E 8F8F
Adriana Escobar
District Court Judge

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9 Date: March 12, 2021.

Date: March 12, 2021.

10 Respectfully Submitted By:

Approved of as to Form and Content By:

11 MICHAEL B. LEE, P.C.

DAY & NANCY

12 /s/ Michael Lee
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1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

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

CASE NO: A-18-785917-C

7 vs.

DEPT. NO. Department 14

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9 TKNR Inc, Defendant(s)

10
11 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 3/30/2021

15 Brinley Richeson

bricheson@daynance.com

16 Steven Day

sday@daynance.com

17 Michael Matthis

matthis@mblnv.com

18 BENJAMIN CHILDS

ben@benchilds.com

19 Nikita Burdick

nburdick@burdicklawnv.com

20 Michael Lee

mike@mblnv.com

21 Bradley Marx

brad@marxfirm.com

22 Frank Miao

frankmiao@yahoo.com

23
24
25
26
27
28
AA001206

0100

EXHIBIT E

A-18-785917-C

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Real Property

COURT MINUTES

May 17, 2021

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

May 17, 2021 3:00 AM Minute Order

HEARD BY: Escobar, Adriana **COURTROOM:** RJC Courtroom 14C

COURT CLERK: Nylasia Packer

JOURNAL ENTRIES

Plaintiffs Motion to Reconsider (Motion), which Defendants opposed, was scheduled for hearing before Department XIV of the Eighth Judicial District Court, the Honorable Adriana Escobar presiding, on May 18, 2021. Pursuant to Administrative Order 21-03 and preceding administrative orders, this matter may be decided after a hearing, decided on the pleadings, or continued. In an effort to comply with Covid-19 restrictions, and to avoid the need for hearings when possible, this Court has determined that it would be appropriate to decide this matter based on the pleadings submitted. Upon thorough review of the pleadings, this Court issues the following order:

Leave for reconsideration of motions is within this Court's discretion under EDCR 2.24.

A district court may reconsider a previously decided issue if substantially different evidence is subsequently introduced or the decision is clearly erroneous. *Masonry & Tile Contractors v. Jolley, Urga & Wirth*, 113 Nev. 737, 741 (1997).

Unless otherwise ordered by the court, papers submitted in support of pretrial and post-trial briefs shall be limited to 30 pages, excluding exhibits. EDCR 2.20(a).

Plaintiff seeks reconsideration of this Court's April 7, 2021, Amended Order Granting Defendants Motion for Summary Judgment, or in the Alternative, Partial Summary Judgment.

In its opposition, Defendants argue that Plaintiff's Notice of Appeal in this matter divests this Court of jurisdiction to rule on Plaintiff's Motion. This Court disagrees. Because Plaintiff filed a motion for reconsideration, the April 7, 2021, order is not final appealable order. Therefore, the appeal was premature. A premature notice of appeal does NOT divest the district court of jurisdiction. NRAP

PRINT DATE: 05/17/2021

Page 1 of 3

Minutes Date: May 17, 2021

AA001208

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4(a)(6). Therefore, this Court has jurisdiction to rule on the Motion.

Additionally, Defendants argument that Plaintiff s Motion was untimely filed lacks merit. Defendants filed the Notice of Entry of Order on April 8, 2021. Therefore, Plaintiff had until April 22, 2021, to file the instant Motion. Plaintiff filed this Motion on April 16, 2021, and thus, the Motion is timely.

Before addressing the substantive merits of Plaintiff s Motion, this Court notes that Plaintiff s 179-page Motion includes 40 pages of argument, notwithstanding the exhibits. Although Plaintiff did not seek an order from this Court permitting a longer brief, Court addresses the Motion in full.

Plaintiff spends a majority of its Motion rehashing the facts of the underlying dispute. Plaintiff argues that exhibits the Court relied on in granting Defendants underlying motion for summary judgment namely, the Residential Purchase Agreement and the Second Residential Purchase Agreement were not properly authenticated. Plaintiff additionally argues that Defendants discussed an email from Chen to Ms. Zhu without providing a foundation for the email. Plaintiff s argument is that this Court committed clear error by relying on unauthenticated documents, or hearsay, in ruling on Defendants motion for summary judgment.

In opposing summary judgment, Plaintiff was required to point to specific facts creating a genuine issue of material fact. *LaMantia v. Redisi*, 118 Nev. 27, 29 (2002). Plaintiff did not so.

Moreover, Defendants were not required to authenticate the first and second Residential Purchase Agreement before this Court could rely on those documents in granting summary judgment. First, Plaintiff did not contest the authenticity of the disputed documents in opposing summary judgment. Second, Plaintiff could have objected that these documents, which were Defendants repeatedly cite to in their motion for summary judgment, cannot be presented in a form that would be admissible in evidence. NRCP 56(b)(2) it did not. Finally, summary judgment is not trial. Authentication is for purposes of introducing evidence at trial. Therefore, this argument lacks merits.

Plaintiff has not demonstrated that this Court's ruling was clearly erroneous.

Plaintiff additionally argues that Rule 11 sanctions were not warranted and also asks this Court to clarify whether Mr. Day and his firm are to be included in the sanctions. Plaintiff has not demonstrated that this Court's decision to grant Rule 11 sanctions was clearly erroneous. However, this Court does clarify that the sanctions are awarded against Plaintiff s former counsel, Ben Childs, and not Plaintiff s current counsel, Mr. Day. See NRCP 11(c)(1): (If, after notice and a reasonable opportunity to respond, the court determines that Rule 11(b) has been violated, the court may impose an appropriate sanction on any attorney, law firm, or party that violated the rule or is responsible for the violation.).

The Court additionally notes the following: Although they do not caption their opposition as a

countermotion, Defendants' opposition raise an argument that Rule 11 sanctions are warranted as to Plaintiff's instant Motion. This Court does not find that Rule 11 sanctions are warranted for Plaintiff's filing of this Motion.

Defendants also ask that this Court issue an award of attorney fees and costs in the amount of \$128,166.78. In its April 7, 2021, order, this Court granted Defendants attorney fees and costs pursuant to Rule 11. Plaintiff, through its former or new counsel, does not oppose the specific amounts requested. This Court grants the amount Defendants seek.

Based on the foregoing, this Court GRANTS IN PART AND DENIES IN PART Plaintiff's Motion. This Court does not find that its ruling was clearly erroneous. However, the Court clarifies that the attorney fees and costs is awarded against Plaintiff's former counsel.

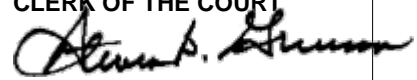
Counsel for Defendants is directed to prepare a proposed order that incorporates the substance of this minute order and the pleadings. Plaintiff must approve as to form and content.

Counsel must submit the proposed order within 14 days of the entry of this minute order. EDCR 1.90(a)(4).

All parties must submit their orders electronically, in both PDF version and Word version, until further notice. You may do so by emailing DC14Inbox@clarkcountycourts.us. All orders must have either original signatures from all parties or an email appended as the last page of the proposed order confirming that all parties approved use of their electronic signatures. The subject line of the e-mail should identify the full case number, filing code and case caption.

CLERK'S NOTE: Counsel are to ensure a copy of the foregoing minute order is distributed to all interested parties; additionally, a copy of the foregoing minute order was distributed to the registered service recipients via Odyssey eFileNV E-Service (5-17-21 np).

EXHIBIT F



MICHAEL B. LEE, ESQ. (NSB 10122)
MICHAEL B. LEE P.C.
1820 E. Sahara Ave., Ste. 110
Las Vegas, NV 89104
Office: (702) 731-0244
Fax: (702) 477-0096
Email: mike@mblnv.com
Attorney for Defendants

IN THE EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

W L A B INVESTMENT, LLC,
Plaintiff,
vs.

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

**NOTICE OF ENTRY OF ORDER
GRANTING, IN PART, AND DENYING,
IN PART, PLAINTIFF'S MOTION TO
RECONSIDER AND JUDGMENT
AGAINST PLAINTIFF AND PREVIOUS
COUNSEL**

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

Defendants.
And Related Actions.

TO: ALL PARTIES

YOU, AND EACH OF YOU, will please take notice that an order and judgment in this
matter was entered in this matter on May, 2021. A copy of said ORDER and JUDGMENT is
attached hereto and incorporated herewith by reference.

Dated this 25th day of May, 2021.

/s/ Michael Lee
MICHAEL B. LEE, ESQ. (NSB 10122)
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

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

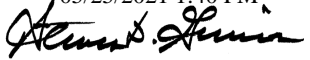
CERTIFICATE OF MAILING

I HEREBY CERTIFY that on this 25th day of May, 2021, I placed a copy of **NOTICE OF ENTRY OF ORDER GRANTING, IN PART, AND DENYING, IN PART, PLAINTIFF’S MOTION TO RECONSIDER AND JUDGMENT AGAINST PLAINTIFF AND PREVIOUS COUNSEL** as required by Eighth Judicial District Court Rule 7.26 by delivering a copy or by mailing by United States mail it to the last known address of the parties listed below, facsimile transmission to the number listed, and/or electronic transmission through the Court’s electronic filing system to the e-mail address listed below.

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

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

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


CLERK OF THE COURT

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

IN THE EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

W L A B INVESTMENT, LLC,
Plaintiff,
vs.

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

**ORDER GRANTING, IN PART, AND
DENYING, IN PART, PLAINTIFF'S
MOTION TO RECONSIDER
AND
JUDGMENT AGAINST PLAINTIFF AND
PREVIOUS COUNSEL**

Date of Hearing: May 17, 2021
Time of Hearing: chambers

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.

This matter being set for hearing before the Honorable Court on May 18, 2021 at 10:00
a.m., on W L A B INVESTMENT, LLC ("WLAB" or "Plaintiff"), Motion to Reconsider
("Motion"), by and through its attorney of record, DAY & NANCE. Defendants' TKNR INC.,
CHI ON WONG aka CHI KUEN WONG, KENNY ZHONG LIN, aka KEN ZHONG LIN aka
KENNETH ZHONG LIN aka WHONG K. LIN aka CHONG KENNY LIN aka ZHONG LIN,
LIWE HELEN CHEN aka HELEN CHEN, YAN QIU ZHANG, INVESTPRO LLC dba
INVESTPRO REALTY, MAN CHAU CHENG, JOYCE A. NICKRANDT, INVESTPRO

1 INVESTMENTS LLC, and INVESTPRO MANAGER LLC, (collectively, the “Defendants”)
2 filed an Opposition to the Motion and appeared by and through its counsel of record, MICHAEL
3 B. LEE, P.C.

4 Pursuant to Administrative Order 21-03 and preceding administrative orders, this matter
5 may be decided after a hearing, decided on the pleadings, or continued. In an effort to comply
6 with Covid-19 restrictions, and to avoid the need for hearings when possible, this Court has
7 determined that it was appropriate to decide this matter based on the pleadings submitted. Upon
8 thorough review of the pleadings, the Court issues the following order:

9 1. Leave for reconsideration of motions is within this Court’s discretion under
10 EDCR 2.24.

11 2. A district court may reconsider a previously decided issue if substantially
12 different evidence is subsequently introduced or the decision is clearly erroneous. See *Masonry*
13 *& Tile Contractors v. Jolley, Urga & Wirth*, 113 Nev. 737, 741 (1997).

14 3. Plaintiff seeks reconsideration of this Court’s April 7, 2021, Amended Order
15 Granting Defendants Motion for Summary Judgment, or in the Alternative, Partial Summary
16 Judgment (“Amended Order”).

17 4. Although Defendants argue that Plaintiff’s Notice of Appeal divests this Court of
18 jurisdiction to rule on the Motion, this Court disagrees because the Amended Order was not final
19 and appealable by virtue of Plaintiff filing the Motion. Therefore, the appeal was premature, and
20 the court is not divested of jurisdiction on the filing of a premature notice of appeal, allowing the
21 court to rule on the Motion. See NRAP 4(a)(6).

22 5. The Motion was timely filed within fourteen (14) days of the Notice of Entry of
23 the Amended Order.

24 6. Plaintiff spends a majority of its Motion rehashing the facts of the underlying
25 dispute. Plaintiff argues that exhibits the Court relied on in granting Defendants underlying
26 motion for summary judgment namely, the Residential Purchase Agreement and the Second
27 Residential Purchase Agreement were not properly authenticated. Plaintiff additionally argues
28 that Defendants discussed an email from Chen to Ms. Zhu without providing a foundation for the

1 email. Plaintiff's argument is that this Court committed clear error by relying on unauthenticated
2 documents, or hearsay, in ruling on Defendants' motion for summary judgment.

3 7. In opposing summary judgment, Plaintiff was required to point to specific facts
4 creating a genuine issue of material fact. See *LaMantia v. Redisi*, 118 Nev. 27, 29 (2002).
5 Plaintiff did not do so.

6 8. Defendants were not required to authenticate the first and second Residential
7 Purchase Agreement before this Court could rely on those documents in granting summary
8 judgment.

9 9. Plaintiff did not contest the authenticity of the disputed documents in opposing
10 summary judgment.

11 10. Plaintiff could have objected that these documents, which were Defendants
12 repeatedly cite to in their motion for summary judgment, cannot be presented in a form that
13 would be admissible in evidence. See NRCP 56(b)(2). However, Plaintiff did not so object.

14 11. The summary judgment hearing was not a trial. Authentication is for purposes of
15 introducing evidence at trial; therefore, Plaintiff's authentication argument lacks merit.

16 12. Plaintiff has not demonstrated that this Court's ruling was clearly erroneous.

17 13. Plaintiff has not demonstrated that this Court's decision to grant Rule 11 sanctions
18 was clearly erroneous. However, this Court does clarify that the sanctions are awarded against
19 Plaintiff's former counsel, Ben Childs, and not Plaintiff's current counsel, Mr. Day.

20 14. Defendants also ask that this Court issue an award of attorney fees and costs in
21 the amount of **\$128,166.78** related to the Courts' April 7, 2021 Order this Court granting
22 Defendants' attorney fees and costs pursuant to Rule 11. Plaintiff, through its former or new
23 counsel, does not oppose the specific amounts requested.

24 15. As such, this Court grants the amount Defendants seek and enters judgment
25 against Plaintiff and their former counsel, Ben Childs, Esq. in the amount of One Hundred
26 Twenty-Eight Thousand One Hundred Sixty-Six Dollars and Seventy-Eight cents **(\$128,166.78)**.

27 16. Defendants' counter-motion for additional Rule 11 sanctions against Plaintiff for
28 filing the Motion is denied.

1 **IT IS HEREBY ORDERED, ADJUDICATED, AND DECREED** that the Motion is
2 GRANTED, in part, and DENIED, in part, as the Court's ruling was not clearly erroneous but
3 clarifies the attorney fees and costs is awarded against Plaintiff and its former counsel Ben
4 Childs, Esq.

5 **IT IS FURTHER ORDERED, ADJUDICATED, AND DECREED** that Judgment is
6 entered in favor of Defendants against Plaintiff, and its former counsel, Benjamin Childs,
7 individually, and Benjamin B. Childs, Esq, the law firm, jointly and severally, in the amount of
8 One Hundred Twenty-Eight Thousand One Hundred Sixty-Six Dollars and Seventy-Eight cents
9 (**\$128,166.78**) and that they pay Defendants the following amounts:

- 10 1. The principal sum of \$118,955.014 in attorneys' fees;
- 11 2. The principal sum of \$9,211.64 for costs incurred to date; and
- 12 3. Post-judgment interest from the date of the entry of the underlying Order for the
13 attorneys' fees and costs be granted at the statutory rate of 5.25% per annum.

14 A total Judgment in favor of Defendants, and against Plaintiff, and its former counsel,
15 Benjamin Childs, individually, and Benjamin B. Childs, Esq, the law firm, jointly and severally,
16 in the amount of **\$128,166.78**, all to bear interest at the statutory rate of 5.25% per annum until
17 paid in full.

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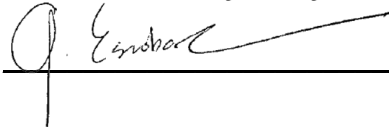
28 /////

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

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IT IS FURTHER ORDERED, ADJUDICATED, AND DECREED that this Order and Judgment shall be considered a final for all purposes.

Dated this 25th day of May, 2021



C78 3DB 37F8 7A17
Adriana Escobar
District Court Judge

Date: May 18, 2021.

Respectfully Submitted By:

MICHAEL B. LEE, P.C.

/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

Approved of as to Form and Content By:

DAY & NANCE

/s/ Stephen Day
STEPHEN DAY, ESQ. (NSB 3708)
1060 Wigwam Pkwy
Las Vegas, Nevada 89074
Tel - (702) 309.3333
Fax - (702) 309.1085
sday@daynance.com
Attorney for Plaintiff

RE: WLAB v. TKNR, et al.; A-18-785917-C; Proposed Order

From: Steve Day (sday@dayattorneys.com)

To: matthis@mblnv.com

Date: Wednesday, May 19, 2021, 02:20 PM PDT

Looks okay. Okay to use my e-sig. Correct name: Steven L. Day

Steve

Steven L. Day, Esq.

DAY&ASSOCIATES

1060 Wigwam Parkway

Henderson, NV 89074

Tel. (702) 309-3333

Fax (702) 309-1085

Mobile (702) 596-5350

sday@dayattorneys.com

From: Michael Matthis <matthis@mblnv.com>

Sent: Wednesday, May 19, 2021 2:06 PM

To: Steve Day <sday@dayattorneys.com>

Cc: Mike Lee <mike@mblnv.com>

Subject: WLAB v. TKNR, et al.; A-18-785917-C; Proposed Order

Dear Mr. Day,

Please see the attached proposed order denying Plaintiff's Motion to Reconsider and advise if I can affix your e-signature. If not, I have left the proposed order in word and would ask that you track any proposed edits in redline. If we do not receive a response by 3:00 p.m. on Monday, May 24, we will submit absent your signature.

Sincerely,

Mike Matthis, Esq.

matthis@mblnv.com



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

Main Line: 702.477.7030 Fax: 702.477.0096

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

1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

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

CASE NO: A-18-785917-C

7 vs.

DEPT. NO. Department 14

8
9 TKNR Inc, Defendant(s)

10
11 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 5/25/2021

15 Brinley Richeson bricheson@daynance.com

16 Steven Day sday@daynance.com

17 Michael Matthis matthis@mblnv.com

18 Nikita Burdick nburdick@burdicklawnv.com

20 Michael Lee mike@mblnv.com

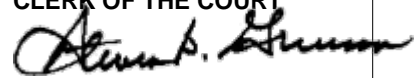
21 Bradley Marx brad@marxfirm.com

22 Frank Miao frankmiao@yahoo.com

23
24
25
26
27
28 AA001221

0115

EXHIBIT G



MICHAEL B. LEE, ESQ. (NSB 10122)
MICHAEL B. LEE P.C.
1820 E. Sahara Ave., Ste. 110
Las Vegas, NV 89104
Office: (702) 731-0244
Fax: (702) 477-0096
Email: mike@mblnv.com
Attorney for Defendants

IN THE EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

W L A B INVESTMENT, LLC,
Plaintiff,
vs.

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

**NOTICE OF ENTRY OF ORDER
GRANTING DEFENDANTS' MOTION
FOR RECONSIDERATION; VACATING
THE COURT'S ORDER ENTERED
12/1/21; AND VACATING A PORTION
OF THE 5/25/21 ORDER**

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

Defendants.
And Related Actions.

TO: ALL PARTIES

YOU, AND EACH OF YOU, will please take notice that an order in this matter was entered
in this matter on December 20, 2021. A copy of said ORDER is attached hereto and incorporated
herewith by reference.

Dated this 21 day of December, 2021.

/s/ Michael Lee
MICHAEL B. LEE, ESQ. (NSB 10122)
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

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 21 day of December, 2021, I placed a copy of **NOTICE OF ENTRY OF ORDER GRANTING DEFENDANTS’ MOTION FOR RECONSIDERATION; VACATING THE COURT’S ORDER ENTERED 12/1/21; AND VACATING A PORTION OF THE 5/25/21 ORDER** as required by Eighth Judicial District Court Rule 7.26 by delivering a copy or by mailing by United States mail it to the last known address of the parties listed below, facsimile transmission to the number listed, and/or electronic transmission through the Court’s electronic filing system to the e-mail address listed below.

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

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

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

Heather S. Smith

CLERK OF THE COURT

**DISTRICT COURT
CLARK COUNTY, NEVADA
-oOo-**

WLAB 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 QUI)

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 Corporations I -)

XXX,)

Defendants.)

CASE NO.: A-18-785917-C

DEPT. NO.: XXX

ORDER GRANTING DEFENDANTS'
MOTION FOR RECONSIDERATION;
VACATING THE COURT'S ORDER
ENTERED 12/1/21; AND
VACATING A PORTION OF THE
5/25/21 ORDER

INTRODUCTION

This matter is scheduled for a hearing on Wednesday, December 22, 2021, with regard to Defendant's Motion for Reconsideration of the Court's 12/1/21 Order.

Pursuant to the Administrative Orders of the Court, as well as EDCR 2.23, this matter may be decided with or without oral argument. This Court has determined that it would be appropriate to decide this matter on the pleadings, and consequently, this Order issues.

1 **FACTUAL AND PROCEDURAL HISTORY**

2 The underlying facts of this litigation are somewhat irrelevant at this point. It is
3 sufficient to note that on or about 3/9/21, a hearing was held on Defendant's Motion
4 for Summary Judgment, and Plaintiff's Countermotion for a Continuance and for
5 Sanctions. This Court granted summary judgment in favor of Defendants and denied
6 Plaintiff's Countermotions, by Order dated 3/30/21. On 4/6/21, Defendants filed an
7 affidavit in support of fees and costs. On 4/16/21, Plaintiff, through new counsel, filed
8 a Motion to Reconsider the Order Granting Summary Judgment in Favor of
9 Defendants. That matter was heard in Chambers on 5/17/21, and an Order and
Judgment was entered on 5/25/21.

10 On 4/26/21, Plaintiff filed a Notice of Appeal related to the Order Granting
11 Summary Judgment in Favor of Defendants. On 6/1/21, Mr. Childs filed a Petition for
12 Writ of Mandamus or Writ of Prohibition. The Supreme Court granted the Petition and
13 issued an Order directing the lower court "to vacate the portion of its order imposing
14 sanctions against petitioner."

15 On 6/8/21, Plaintiff filed a Notice of Appeal related to the Order and Judgment
entered on 5/25/21. On 8/30/21, the aforementioned appeals were consolidated.

16 On 10/25/21, this matter was reassigned to Department 30.

17 On 11/8/21, the Court issued an Order for Further Proceedings, relating to the
18 direction of the Supreme Court, and a hearing was set for 11/18/21. On 11/16/21,
19 Defendants filed a status report in advance of the hearing. At the hearing, the parties
20 were directed to work with each other on filing an Amended Order in compliance with
21 the Supreme Court's Order. Competing Orders were submitted to the Court, and on
22 12/1/21, the Court executed the Order submitted by Mr. Childs.

23 The Defendants now request that the Court reconsider its 12/1/21 Order, as it
24 goes beyond the scope of the Order relating to Benjamin Childs. The Defendants argue
25 that the Order Granting Writ was limited solely to the sanctions issued against the
26 Petitioner, Benjamin Childs, Esq., but the Order executed by the Court not only vacates
27 sanctions against Mr. Childs, but also vacates the Judgment for attorney's fees and
28 costs entered against Plaintiff. The Order and Judgment against Plaintiff was related to
the Order Granting Summary Judgment in favor of Defendants, which is currently still
on appeal, according to Defendants. Defendants argue that this Court does not have

jurisdiction to enter the Order it did, because it goes beyond the specific direction of the Order Granting Writ, and affects matters currently still on appeal.

FACTUAL AND LEGAL ANALYSIS

The Court notes that in the Court's 5/25/21 Order Granting in Part, and Denying in Part, Plaintiff's Motion to Reconsider, and Judgment Against Plaintiff and Previous Counsel, the Court indicated, "Plaintiff has not demonstrated that this Court's decision to grant Rule 11 sanctions was clearly erroneous. However, this Court does clarify that the sanctions are awarded against Plaintiff's former counsel, Ben Childs, and not Plaintiff's current counsel, Mr. Day." (See Order at paragraph 13). The Court went on to state, "... this Court grants the amount Defendants seek and enters judgment against Plaintiff and their former counsel, Ben Childs, Esq. in the amount of One Hundred Twenty-Eight Thousand One Hundred Sixty-Six Dollars and Seventy-Eight cents (\$128,166.78)." (See Order at paragraph 15).

It is unclear to this Court if it was actually the intent of the prior Judge to impose Rule 11 sanctions against the "party" in addition to the "attorney." NRCP 11 seems to provide for an award of sanctions against an "attorney" or an "unrepresented party." That issue, however, was not addressed by the Supreme Court. According to Plaintiff's Opposition, this issue is still on appeal.

The Court notes that Plaintiff's Opposition contains a request at the very end, that the Court grant Plaintiff's Request for Stay without security, but there was no Countermotion for Stay asserted. Consequently, the Court does not see that issue as ripe, and it will not be addressed herein.

The Court acknowledges that there was some disagreement between the parties as to the correct language to be included in the Court's most recent Order following the Order Granting Petition.

In order to clarify the position of this Court, and to be more accurate, at least insofar as this Court can comply with the instruction of the Supreme Court, this Court finds it necessary to grant the Defendant's Motion for Reconsideration. The Order signed by this Court on 12/1/21, specifically vacated certain lines from the Court's 5/25/21 Order, but it didn't need to do so. The Supreme Court simply indicated that this Court needed to "vacate the portion of its order imposing sanctions against

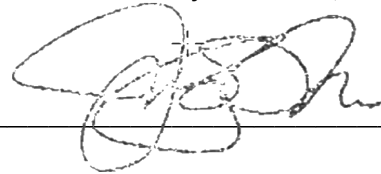
petitioner.” (See Supreme Court Order at pg. 3) (Note, that the Petitioner was Benjamin Childs, Esq.)

CONCLUSION/ORDER

Based upon the foregoing, and good cause appearing, the District Court’s Order entered 12/1/21 is hereby **VACATED** in its entirety, and it is this Court’s intention that this Order shall be effective instead.

IT IS HEREBY ORDERED that the portions of this Court’s Order entered on May 25, 2021, imposing sanctions against Benjamin Childs, Esq., are hereby vacated.

Dated this 20th day of December, 2021

A handwritten signature in black ink, appearing to read "Jerry A. Wiese", is written over a horizontal line.

5D8 FCA C4A1 5F61
Jerry A. Wiese
District Court Judge

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 30

8
9 TKNR Inc, Defendant(s)

10
11 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 12/20/2021

15 Brinley Richeson	bricheson@daynance.com
16 Steven Day	sday@daynance.com
17 Michael Matthis	matthis@mblnv.com
18 Nikita Burdick	nburdick@burdicklawnv.com
19 Michael Lee	mike@mblnv.com
20 Bradley Marx	brad@marxfirm.com
21 Frank Miao	frankmiao@yahoo.com
22 Benjamin Childs	ben@benchilds.com

23
24
25 If indicated below, a copy of the above mentioned filings were also served by mail
26 via United States Postal Service, postage prepaid, to the parties listed below at their last
known addresses on 12/21/2021

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28 AA001229

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28

John Savage	Holley Driggs Attn: John Savage, Esq 400 South Fourth Street, Third Floor Las Vegas, NV, 89101
Nikita Pierce	6625 South Valley View Blvd. Suite 232 Las Vegas, NV, 89118

EXHIBIT H

IN THE SUPREME COURT OF THE STATE OF NEVADA

WLAB INVESTMENT, LLC,

Appellant,

vs.

TKNR, INC., A CALIFORNIA CORPORATION; CHI ON WONG, A/K/A CHI KUEN WONG, AN INDIVIDUAL; KENNY ZHONG LIN, A/K/A KEN ZHONG LIN, A/K/A KENNETH ZHONG LIN, A/K/A WHONG K. LIN, A/K/A CHONG KENNY LIN, A/K/A ZHONG LIN, AN INDIVIDUAL; LIWE HELEN CHEN, A/K/A HELEN CHEN, AN INDIVIDUAL; YAN QUI ZHANG, AN INDIVIDUAL; INVESTPRO LLC, D/B/A INVESTPRO REALTY, A NEVADA LIMITED LIABILITY COMPANY; MAN CHAU CHENG, AN INDIVIDUAL; JOYCE A. NICKRANDT, AN INDIVIDUAL; INVESTPRO INVESTMENTS LLC, A NEVADA LIMITED LIABILITY COMPANY; AND INVESTPRO MANAGER LLC, A NEVADA LIMITED LIABILITY COMPANY,

Respondents.

WLAB INVESTMENT, LLC,

Appellant,

vs.

TKNR, INC., A CALIFORNIA CORPORATION; CHI ON WONG, A/K/A CHI KUEN WONG, AN INDIVIDUAL; KENNY ZHONG LIN, A/K/A KEN ZHONG LIN, A/K/A KENNETH ZHONG LIN, A/K/A WHONG K. LIN, A/K/A CHONG KENNY LIN, A/K/A ZHONG LIN, AN INDIVIDUAL; LIWE HELEN CHEN, A/K/A HELEN CHEN, AN INDIVIDUAL; YAN QUI ZHANG, AN

No. 82835

FILED

MAY 12 2022

ELIZABETH A. BROWN
CLERK OF SUPREME COURT
BY S. Young
DEPUTY CLERK

No. 83051

INDIVIDUAL; INVESTPRO LLC, D/B/A
INVESTPRO REALTY, A NEVADA
LIMITED LIABILITY COMPANY; MAN
CHAU CHENG, AN INDIVIDUAL;
JOYCE A. NICKRANDT, AN
INDIVIDUAL; INVESTPRO
INVESTMENTS LLC, A NEVADA
LIMITED LIABILITY COMPANY; AND
INVESTPRO MANAGER LLC, A
NEVADA LIMITED LIABILITY
COMPANY,
Respondents.

*ORDER AFFIRMING (DOCKET NO. 82835)
AND REVERSING (DOCKET NO. 83051)*

These are consolidated appeals from a district court order granting summary judgment in a real property matter (Docket No. 82835) and from an order awarding attorney fees (Docket No. 83051). Eighth Judicial District Court, Clark County; Adriana Escobar, Judge.¹

Appellant filed the underlying action, alleging generally that respondents had fraudulently induced appellant into purchasing an apartment building that contained numerous defects. Generally speaking, appellant's complaint alleged that respondents concealed the defects and that appellant could not have discovered those defects with due diligence before the purchase was completed. The district court granted summary judgment for respondents, reasoning, among other things, that (1) appellant failed to introduce evidence that respondents were aware of any particular defect that they failed to disclose; and (2) appellant failed to introduce evidence showing that a professionally conducted inspection would not have

¹Pursuant to NRAP 34(f)(1), we have determined that oral argument is not warranted.

discovered the complained-of defects. Consequently, the district court granted summary judgment on all 15 of appellant's claims, including its claim for violation of NRS Chapter 113 (Sales of Real Property—Required Disclosures). Appellant then appealed that order (Docket No. 82835). Thereafter, the district court awarded respondents roughly \$128,000 in attorney fees under NRCP 11 based on its perception that appellant's action was frivolous. Appellant then appealed that order (Docket No. 83051), and the appeals were consolidated.

Summary judgment (Docket No. 82835)

Appellant contends that summary judgment was improper because it introduced evidence sufficient to create questions of material fact. *See Wood v. Safeway, Inc.*, 121 Nev. 724, 729, 121 P.3d 1026, 1029 (2005) (reviewing de novo a district court's decision to grant summary judgment and recognizing that summary judgment is appropriate "when the pleadings and other evidence on file demonstrate that no genuine issue as to any material fact remains and that the moving party is entitled to a judgment as a matter of law" (internal quotation marks and alterations omitted)). In particular, appellant appears to be contending that there are genuine issues of material fact regarding (1) whether respondents were aware of the complained-of defects, and (2) whether appellant was required to conduct a "professional" inspection to satisfy its due diligence.²

We disagree. With respect to appellant's first argument, appellant's opening brief simply reiterates its belief that "[n]umerous issues of fact exist as to what Defendants knew, what they disclosed and what they

²To the extent that appellant has raised other arguments challenging the district court's summary judgment, we are not persuaded that those arguments warrant reversal.

covered up.” But beyond this statement, appellant’s opening brief fails to cite to any evidence in the record that might raise an inference that respondents were aware of a particular complained-of defect, such that a genuine issue of material fact existed regarding the viability of appellant’s NRS Chapter 113 claim or any of the related claims. *See Nelson v. Heer*, 123 Nev. 217, 224, 163 P.3d 420, 425 (2007) (holding that for purposes of a claim under NRS Chapter 113, in order for a seller to be “aware” of a defect such that the seller is obligated to disclose it, the seller must be able to “realize, perceive, or have knowledge of that defect or condition”); *Land Baron Invs. Inc. v. Bonnie Springs Fam. LP*, 131 Nev. 686, 696, 356 P.3d 511, 518 (2015) (“[Common law] [n]ondisclosure arises *where a seller is aware of materially adverse facts* that could not be discovered by the buyer after diligent inquiry.” (Emphasis added and internal quotation marks omitted)). Similarly, appellant’s summary judgment opposition failed to identify any evidence that might raise such an inference. Based on this appellate argument and lack of identifiable record evidence, we are unable to conclude that the district court erred in finding that no genuine issue of material fact existed regarding respondents’ awareness of the complained-of defects. *See* NRAP 28(a)(10)(A) (requiring briefs to cite to relevant portions of the record)³; *Schuck v. Signature Flight Support of Nev., Inc.*,

³Appellant’s opening brief *does* cite to an affidavit from appellant’s manager that was submitted in conjunction with appellant’s motion to reconsider the district court’s summary judgment. However, the manager’s affidavit submitted in conjunction with appellant’s summary judgment opposition did not include the statements upon which appellant relies on appeal, and appellant has not argued that the district court improperly denied its motion for reconsideration. Relatedly, although appellant’s reply brief attempts for the first time to identify specific defects of which respondents were aware, we decline to specifically address those

126 Nev. 434, 438, 245 P.3d 542, 545 (2010) (“[A] district court is not obligated to wade through and search the entire record for some specific facts which might support the nonmoving party’s claim.”); *see also Johnson v. Cambridge Indus., Inc.*, 325 F.3d 892, 901 (7th Cir. 2003) (“[S]ummary judgment is the ‘put up or shut up’ moment in a lawsuit, when a party must show what evidence it has that would convince a trier of fact to accept its version of events.”).

With respect to appellant’s second argument, appellant appears to be contending that its manager’s own inspection was sufficient to satisfy the due diligence requirement in the parties’ Residential Purchase Agreement, such that any defect he did not discover was not “within the reach of the diligent attention and observation of the buyer.”⁴ *Cf. Frederic*

arguments. *Francis v. Wynn Las Vegas, LLC*, 127 Nev. 657, 671 n.7, 262 P.3d 705, 715 n.7 (2011) (explaining why this court generally declines to consider arguments raised for the first time in a reply brief).

⁴With the possible exception of its claim for violation of NRS Chapter 645, all the claims in appellant’s operative complaint appear to be based on the allegation that respondents *knowingly* did not disclose the complained-of defects. If so, appellant’s second argument appears to be moot in light of our rejection of appellant’s first argument. *See Wood*, 121 Nev. at 731, 121 P.3d at 1031 (“The substantive law controls which factual disputes are material and will preclude summary judgment; other factual disputes are irrelevant.”); *Bulbman, Inc. v. Nev. Bell*, 108 Nev. 105, 111, 825 P.2d 588, 592 (1992) (observing that “[w]here an essential element of a claim for relief is absent, the facts, disputed or otherwise, as to other elements are rendered immaterial and summary judgment is proper.”). Nonetheless, in the event we are misconstruing appellant’s claims and arguments, we address appellant’s second argument.

As for appellant’s NRS Chapter 645 claim, we affirm the district court’s summary judgment based on its finding that appellant did not rely on any representations from the broker respondents, which is a finding that

& Barbara Rosenberg Living Tr. v. MacDonald Highlands Realty, LLC, 134 Nev. 570, 578-79, 427 P.3d 104, 111 (2018) (observing that a seller is not liable for nondisclosure of a known condition materially affecting the property's value if the condition is also "within the reach of the diligent attention and observation of the buyer"). Admittedly, this court has not expanded on the meaning of "within the reach of the diligent attention and observation of the buyer." *Id.* However, appellant's manager acknowledged in his deposition that before appellant purchased the building, the manager had access to the same parts of the building that appellant's own expert had when the expert conducted his own inspection as part of this litigation, with the implication being that a "professional" pre-purchase inspection would have discovered the complained-of defects alleged in appellant's complaint. Thus, absent any authority suggesting that "diligent attention and observation of the buyer" would encompass a non-professional or unlicensed inspection, we are unable to conclude that the "inspection" conducted by appellant's manager—and his failure to discover the complained-of defects—provides a basis for holding respondents liable for nondisclosure of those alleged defects.⁵

Accordingly, and to the extent that appellant's second argument implicates an issue of "material" fact, *Wood*, 121 Nev. at 731, 121 P.3d at 1031 ("The substantive law controls which factual disputes are material and

appellant does not meaningfully contest on appeal. *Powell v. Liberty Mut. Fire Ins. Co.*, 127 Nev. 156, 161 n.3, 252 P.3d 668, 672 n.3 (2011) (providing that issues not raised by a party on appeal are deemed waived).

⁵In this, we note that the subject property was a 63-year-old apartment building that, by appellant's own admission, "should have been condemned" before appellant purchased it.

will preclude summary judgment . . .”), we conclude that the district court correctly found that no genuine issue of material fact existed to justify denying summary judgment. We therefore affirm the district court’s summary judgment in Docket No. 82835.

Attorney fee award (Docket No. 83051)


Appellant contends that the district court’s award of attorney fees as a sanction under NRCP 11 must be reversed because the district court imposed that sanction in contravention of NRCP 11’s explicit and mandatory procedural requirements. We agree. In particular, respondents did not serve notice of their motion at least 21 days before they filed the motion with the district court and the motion was not made separately from their summary judgment motion as required by NRCP 11(c)(2). The purpose of that provision is to allow the offending party to correct or withdraw a problematic pleading, and appellant was not afforded the benefit of that provision, which would have allowed appellant to avoid sanctions under that rule.⁶ *Radcliffe v. Rainbow Constr. Co.*, 254 F.3d 772, 789 (9th Cir. 2001) (concluding that a defendant did not comply with the federal analog to NRCP 11 when it sought Rule 11 sanctions as part of a motion for summary judgment and did not serve the motion on the plaintiffs within Rule 11’s 21-day advance service provision); *see also Barber v. Miller*, 146 F.3d 707, 710-11 (9th Cir. 1998) (“[W]arnings [are] not motions . . . , and

⁶Although the summary judgment originally entered by the district court directed respondents to prepare an order to show cause, the district court’s amended summary judgment removed that provision such that the district court did not order appellant to show cause why it should not be sanctioned. *See* NRCP 11(c)(3) (providing that the court, on its own, may order a party to “show cause why conduct specifically described in the order has not violated Rule 11(b)”).

[Rule 11] requires service of a motion.”). Thus, before sanctions may be imposed against an offending party, that party must be given “notice and a reasonable opportunity to respond.” NRCp 11(c)(1). Here, respondents failed to comply with the mandatory procedural requirements of NRCp 11(c), which precludes the imposition of sanctions under NRCp 11.⁷ We therefore reverse the district court’s May 25, 2021, order in Docket No. 83051 insofar as that order awarded respondents attorney fees.

It is so ORDERED.⁸


Parraguirre, C.J.


Herndon, J.


Gibbons, Sr. J.

cc: Hon. Adriana Escobar, District Judge
James A. Kohl, Settlement Judge
Day & Nance
Michael B. Lee, P.C.
Eighth District Court Clerk

⁷Respondents contend that the district court could have awarded the same sanctions under NRS 7.085 or NRS 18.010(2)(b). However, the district court expressly granted “attorneys’ fees and costs pursuant to Rule 11,” which required respondents to follow the appropriate procedures for the award to have been appropriate.

⁸The Honorable Mark Gibbons, Senior Justice, participated in the decision of this matter under a general order of assignment.

EXHIBIT I

IN THE SUPREME COURT OF THE STATE OF NEVADA

WLAB INVESTMENT, LLC,
Appellant,

vs.

TKNR, INC., A CALIFORNIA
CORPORATION; CHI ON WONG, A/K/A
CHI KUEN WONG, AN INDIVIDUAL;
KENNY ZHONG LIN, A/K/A KEN
ZHONG LIN, A/K/A KENNETH ZHONG
LIN, A/K/A WHONG K. LIN, A/K/A
CHONG KENNY LIN, A/K/A ZHONG
LIN, AN INDIVIDUAL; LIWE HELEN
CHEN, A/K/A HELEN CHEN, AN
INDIVIDUAL; YAN QUI ZHANG, AN
INDIVIDUAL; INVESTPRO LLC, D/B/A
INVESTPRO REALTY, A NEVADA
LIMITED LIABILITY COMPANY; MAN
CHAU CHENG, AN INDIVIDUAL;
JOYCE A. NICKRANDT, AN
INDIVIDUAL; INVESTPRO
INVESTMENTS LLC, A NEVADA
LIMITED LIABILITY COMPANY;
INVESTPRO MANAGER LLC, A
NEVADA LIMITED LIABILITY
COMPANY; AND JOYCE A.
NICKDRANDT, AN INDIVIDUAL,
Respondents.

WLAB INVESTMENT, LLC,
Appellant,

vs.

TKNR, INC., A CALIFORNIA
CORPORATION; CHI ON WONG, A/K/A
CHI KUEN WONG, AN INDIVIDUAL;
KENNY ZHONG LIN, A/K/A KEN
ZHONG LIN, A/K/A KENNETH ZHONG
LIN, A/K/A WHONG K. LIN, A/K/A
CHONG KENNY LIN, A/K/A ZHONG
LIN, AN INDIVIDUAL; LIWE HELEN
CHEN, A/K/A HELEN CHEN, AN

No. 82835

FILED

JUN 29 2022

ELIZABETH A. BROWN
CLERK OF SUPREME COURT
BY  DEPUTY CLERK

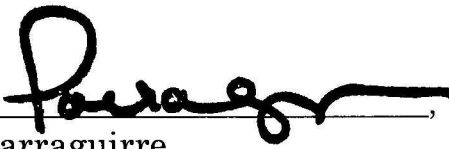
No. 83051


INDIVIDUAL; YAN QUI ZHANG, AN
INDIVIDUAL; INVESTPRO LLC, D/B/A
INVESTPRO REALTY, A NEVADA
LIMITED LIABILITY COMPANY; MAN
CHAU CHENG, AN INDIVIDUAL;
JOYCE A. NICKRANDT, AN
INDIVIDUAL; INVESTPRO
INVESTMENTS LLC, A NEVADA
LIMITED LIABILITY COMPANY;
INVESTPRO MANAGER LLC, A
NEVADA LIMITED LIABILITY
COMPANY; AND JOYCE A.
NICKDRANDT, AN INDIVIDUAL,
Respondents.

ORDER DENYING REHEARING

Rehearing denied. NRAP 40(c).

It is so ORDERED.

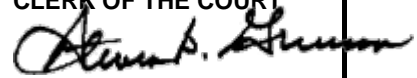

_____, C. J.
Parraguirre


_____, J.
Herndon


_____, Sr. J.
Gibbons

cc: Hon. Adriana Escobar, District Judge
Day & Nance
Michael B. Lee, P.C.
Eighth District Court Clerk

EXHIBIT J



TRAN

DISTRICT COURT
CLARK COUNTY, NEVADA
* * * * *

WLAB INVESTMENT LLC,)
)
Plaintiff,)
)
vs.)
)
TKNR INC.,)
)
)
Defendant.)
)
AND RELATED PARTIES)

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

**TRANSCRIPT OF
PROCEEDINGS**

BEFORE THE HONORABLE ADRIANA ESCOBAR, DISTRICT COURT JUDGE

THURSDAY, MARCH 11, 2021

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

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

SETTLEMENT

APPEARANCES:

FOR THE PLAINTIFF: STEVEN L. DAY, ESQ.

FOR THE DEFENDANTS: MICHAEL B. LEE, ESQ.

TRANSCRIBED BY: JD REPORTING, INC.

1 **LAS VEGAS, CLARK COUNTY, NEVADA, MARCH 11, 2021, 9:19 A.M.**

2 * * * * *

3 UNIDENTIFIED SPEAKER: Department 14 is now in
4 session. We're at page 1-2, Your Honor.

5 THE COURT: Okay. Very good. I'd like your
6 appearances for the record, please.

7 MR. LEE: This is Michael Lee on behalf of the
8 defendants.

9 MR. DAY: This is Steven Day on behalf of the
10 plaintiff.

11 THE COURT: Okay. Good morning, Mr. Day and Mr. Lee.

12 All right. I have before me the motion for summary
13 judgment or in the alternative partial summary judgment by the
14 defendant and the opposition and counter motion for continuance
15 pursuant to NRCP 56(f) and by -- Forgive me. The motion for
16 summary judgment is by the defendants. The plaintiff's
17 opposition and also we have -- so let's get going.

18 Why don't you, Mr. Lee, please start.

19 MR. LEE: Thank you, Your Honor.

20 We also filed a supplement to our motion for summary
21 judgment that includes the deposition of plaintiff's person
22 most knowledgeable Frank Miao who is also on the line today.

23 In terms of the supplement, it illustrated several
24 undisputed facts that illustrates why summary judgment is
25 appropriate related to all of plaintiff's claims and our claim

1 for abuse of process. In particular, when we start looking at
2 the background of plaintiff, Mr. Miao, admitted that plaintiff
3 is a sophisticated buyer who has purchased at least 20
4 properties, 8 in Las Vegas.

5 He also specified that the underlining terms of the
6 residential purchase agreement were conspicuous and
7 understandable. He specified it was a similar agreement to the
8 other agreements that he had used purchasing other properties
9 in Clark County. The terms were clear related to the duties --

10 THE COURT: Mr. Lee.

11 MR. LEE: Yes?

12 THE COURT: I'd like you to speak slower, please.

13 MR. LEE: Oh, I apologize.

14 THE COURT: That's okay. Thank you.

15 MR. LEE: He specified that the terms were clear
16 related to the duty to inspect, and he also specified that
17 plaintiff was acutely aware of the requirement under Nevada law
18 to protect itself by getting an inspection.

19 As to the underlying issue of the inspection, what
20 Mr. Miao also testified was that prior to the purchase he was
21 aware that the seller had, quote, "He only recommended that I
22 retain licensed Nevada professionals to conduct inspections,"
23 end quote.

24 He also specified that he had access to inspect the
25 entire property and conduct noninvasive, nondestructive

1 inspections, which he did.

2 During that time, he inspected the structure, the
3 roof, the mechanical systems, the electrical systems, the
4 plumbing, the HVAC and the dryer vent.

5 He noted at that time that there were some issues
6 that were not up to code -- and this was prior to the
7 purchase -- that there were finishing issues; that there were
8 issues with the outlets not being GFCI outlets; electrical
9 issues, including exposed electrical; potential asbestos;
10 cracks on the ceramic floor tiles; visible cracks in the
11 concrete foundation. And he specified that all of these were
12 open and obvious prior to his purchase.

13 He also specified that he received the seller's real
14 property disclosure forms prior to the purchase of the
15 property. As to the disclosure form, prior to the purchase,
16 plaintiff was aware that the seller TKNR was an investor who
17 had never resided in the property; that there were issues with
18 the heating systems, the cooling systems; and that there was
19 work done without permits.

20 He also knew that the property was 63 years old at
21 the time of the purchase and that most of the work done on the
22 property was done by a handyman other than the HVAC
23 installation.

24 Despite these disclosures, Mr. Miao never followed up
25 with the seller at all. He also specified that he could have

1 followed up with these identified issues that included the HVAC
2 and the permits, and he was aware that he should have contacted
3 the local building department and also obtain the permits as
4 part of his due diligence prior to the purchase.

5 He was also aware of the potential for mold and the
6 requirement to get a mold inspection and understood it was his
7 risk that he elected not to get a professional inspection.

8 When we look at the residential purchase agreement,
9 plaintiff was also aware that there were limited damages in
10 this case and that the damages under paragraph 7D limited the
11 potential damages that could have been discovered by an
12 inspection.

13 Now, Mr. Miao had also indicated that he doesn't
14 believe in professional inspections. He does not have a
15 professional license related to being a general contractor, an
16 inspector, an appraiser or a project manager. He has never
17 hired a professional inspector in Clark County, and he doesn't
18 use them because he believes the underlining costs is too
19 expensive, and he just relies upon himself to do the
20 inspections.

21 If we look at the issue of the professional
22 inspection, what Mr. Miao admitted is that he had access to the
23 entire building. He had access to the attic when he looked at
24 it.

25 He also retained an expert in this case. His expert

1 didn't do any destructive or invasive testing. It would've
2 been exactly the same type of inspection that he could have
3 done in 2017. He admitted that the plaintiff examined -- the
4 plaintiff's expert examined exactly the same areas that he had
5 done, that the plaintiff's access was exactly the same as his
6 original inspection in 2017 and that the inspections --

7 THE COURT: Mr. Lee, will you please -- you may be
8 reading, and it's okay. I just need you to speak slower. I've
9 reviewed everything. This is in your motion. But I would like
10 you to speak slower, please.

11 MR. LEE: Yes, Your Honor.

12 THE COURT: Thank you.

13 MR. LEE: And these references that I'm giving you
14 right now are all from our supplement which is Mr. Miao's
15 deposition which includes citation to everything that I'm
16 referencing. So I appreciate that you've had an opportunity to
17 read the briefing and also to review the supplement as well
18 because it's the underlining basis that illustrates that --

19 THE COURT: Right. I have Mr. Miao's deposition.
20 I've reviewed it.

21 MR. LEE: Okay. Great.

22 THE COURT: But I (video interference) make a record,
23 please.

24 MR. LEE: Okay. I'll continue to make a record.

25 THE COURT: Just not so quickly. Just not so fast.

1 MR. LEE: Yeah. I'm sorry, Your Honor.

2 THE COURT: That's okay.

3 MR. LEE: Okay. During the -- he also specified that
4 as to plaintiff's expert the report illustrated all the areas
5 that he could have inspected in 2017 and that the pictures that
6 were also attached to the expert report were areas that he
7 could have inspected in 2017.

8 He also accompanied the defendants' expert during our
9 inspection of the property. As before, Mr. Miao had the same
10 access to the property in 2017 that our expert did during our
11 inspection.

12 He agreed with our expert that the alleged conditions
13 identified by plaintiff's expert were, quote, unquote, "open
14 and obvious."

15 He also agreed with our expert's finding that there
16 were no sagging issues in the roof.

17 And he also recognized the deficiencies in
18 plaintiff's expert report that failed to differentiate when
19 conditions prior to when TKNR owned the property while it owned
20 it and that it was afterwards.

21 When we also look at the underlining issues related
22 to permits, Mr. Miao agreed that the finishing work done by the
23 seller did not need permits.

24 He also specified that although there are these
25 alleged conditions with the property currently, he does not

1 place any notice to tenants, although they have not done any
2 repairs to the property, which illustrates the lack of merit to
3 this action.

4 He also specified that there were potential third
5 parties that could have damaged the property, such as (video
6 interference) or tenants.

7 He also specified that there's no evidence defendants
8 knew about the alleged conditions, that the Flipping Fund,
9 which is a party to this case related to the RICO action, had
10 nothing to do with the sale.

11 And for the abuse of process claim, he indicated that
12 his initial estimate of the cost of repair would've
13 been \$102,000, but their -- plaintiff's expert inflated the
14 cost of the repair to \$600,000.

15 We also noted the perjury in his declaration where he
16 originally did try to settle this case for \$10,000, but he
17 denied making that offer in his declaration.

18 When we turn back and we look at the Second Amended
19 Complaint, the Second Amended Complaint illustrates that based
20 on the undisputed facts from Mr. Miao, there's a lack of merit
21 to this action.

22 Looking at paragraph 25, it reads,

23 TKNR failed to disclose one or more
24 known conditions that materially affects the
25 value or the use of the subject property in

1 an adverse manner.

2 This is not true based on his undisputed facts.

3 We looked at paragraph 27, seller's disclosure form
4 was either inadequate or false.

5 Paragraph 29, construction work must be done by
6 licensed contractors with permits and inspections.

7 Then at paragraph 31 outlines the alleged conditions
8 that they're claiming that were a nondisclosure that they did
9 not know about.

10 Paragraph 31A, the electrical systems, including the
11 GFCI outlets. What's also notable about the GFCI outlets is
12 that Mr. Miao is the one who requested that the sellers install
13 the GFCI outlets at the time when he was purchasing the
14 property.

15 31B relates to the alleged issues with plumbing
16 systems.

17 C, sewer line.

18 D, heating systems.

19 E, cooling systems.

20 F, smoke detectors.

21 G, moisture conditions or water damage venting into
22 the attic.

23 H, structural issues.

24 Notably, Item I admits that plaintiff knew that the
25 construction was done without permits.

1 J, roof and HVAC.

2 K, mold, slash, fungus.

3 And then L.

4 THE COURT: A little bit slower, Mr. Lee, please.

5 I'm following you. So a little bit -- just a teeny bit slower,
6 please.

7 MR. LEE: Yes. I'm sorry, Your Honor.

8 THE COURT: It happens all -- don't worry.

9 MR. LEE: Yeah.

10 THE COURT: Okay.

11 MR. LEE: Yeah.

12 Flooring, land, slash, foundation.

13 Now, the reason I started my presentation talking
14 about the undisputed facts and then went into the underlining
15 Second Amended Complaint was to illustrate that summary
16 judgment is appropriate as to all these issues because there's
17 no dispute that plaintiff was aware of any of these issues
18 prior to plaintiff's purchase of the property or that they were
19 open and obvious or that a reasonable professional inspection
20 could've uncovered them.

21 In terms of the countermotion for additional
22 discovery, Mr. Miao wrote to me directly specifying that he did
23 not want there to be any additional discovery. So there is no
24 basis for the 56(f) request. He wrote to me directly also
25 copying in his counsel, and I asked him not to contact me

1 directly without his attorney's approval.

2 In terms of the law in the case, which is cited
3 throughout the motion, Nevada Revised Statute 113.140 provides
4 that a seller does not have a duty to disclose any defects that
5 he is not aware of.

6 The case law under the *Bonnie Springs* case specifies
7 that liability for nondisclosure is generally not imposed where
8 the buyer either knew or could have discovered the defects
9 prior to the purchase.

10 NRS 113.140 clearly provides that the seller's
11 disclosure does not constitute a warranty and that the buyer
12 still has a duty to exercise reasonable care to protect
13 themselves.

14 A buyer waives their common-law claims for
15 negligent -- negligent misrepresentation, fraudulent or
16 intentional misrepresentation and/or unjust enrichment when
17 they expressly agree that it would carry the duty to inspect
18 the property and ensure that all aspects of it were suitable
19 prior to the close of escrow and that the information was
20 reasonably accessible to the buyer. That's the *McDonald*
21 *Highlands* case.

22 The general rule for foreclosing liability for
23 nondisclosure when a property is purchased as is applies when
24 such facts are within the reach of the diligent attention and
25 observation of the buyer. This is the *Macintosh* (phonetic)

1 case.

2 Importantly, the Nevada Supreme Court included an
3 agreement to purchase property as is foreclosed each of the
4 buyer's common-law claims justifying the granting of summary
5 judgment on all common-law claims.

6 Now, when we look at the underlining complaint and we
7 look at the motion, we are entitled to summary judgment on all
8 the plaintiff's claims for Cause of Action 1, recovery under
9 NRS Chapter 113;

10 For Cause of Action 2, constructive fraud;
11 3, common-law fraud;
12 4, fraudulent inducement;
13 5, fraudulent concealment;
14 6, breach of fiduciary duty;
15 8, damages under NRS 645;
16 9, failure to supervise, inadequate training or
17 education;
18 12, civil conspiracy;
19 13, breach of contract; and
20 14, breach of the covenant of good faith and fair
21 dealing.

22 As to the other causes of action, plaintiff never
23 filed an opposition to those requests. These were included in
24 the Causes of Action 7, RICO;

25 10, fraudulent conveyance;

JD Reporting, Inc.

11, fraudulent conveyance; and
15, their claim for abuse of process.

There's also no dispute that summary judgment is warranted as to all the broker defendants.

On our counterclaim for abuse of process, we are entitled to summary judgment on that claim as the undisputed facts illustrate that plaintiff's action was merely an attempt to extort all the defendants with a meritless claim and abuse of process.

It's undisputed that the property was a 63-year-old home at the time that plaintiff purchased it in 2018, that the purchase price was \$200,000, that plaintiffs now are claiming \$16.25 million in damages, that there's no basis for the claim for RICO or the fraudulent conveyance or any of those other claims where plaintiff didn't even oppose our request for summary judgment; that the original settlement demand by plaintiff was \$10,000.

Now, the only purpose of filing this claim and the related discovery was retaliatory. In that context, summary judgment is appropriate in favor of us related to abuse of process.

In the event that you find that there is somewhat of an disputed fact or there's a material damage issue of material fact, partial summary judgment is appropriate related to the undisputed facts and the unopposed claims.

1 And then we would also ask for attorneys' fees and
2 costs.

3 Unless the Court has any questions, I'll go ahead and
4 turn it over to Mr. Day.

5 THE COURT: Okay. I have no questions at this time.
6 I have so many documents here.

7 Go on, Counsel. Mr. Day.

8 MR. DAY: Your Honor, this is Steven Day for the
9 plaintiff.

10 THE COURT: Okay. And, Mr. Day, before you start,
11 I'd like you to speak a little bit louder, please. For some
12 reason I can't really hear you as well. So will you bring your
13 microphone closer.

14 MR. DAY: Judge, I certainly will.

15 THE COURT: Okay. Thank you.

16 MR. DAY: Is that better?

17 THE COURT: Yeah, a little bit. Yes.

18 MR. DAY: Okay. Well, Judge, I made an appearance in
19 the case yesterday. I looked at the motions for summary
20 judgment, the opposition and the reply yesterday. And whenever
21 I have a case where I have an opposing party that files a
22 motion for summary judgment and that motion includes 33 pages
23 of briefs and over a hundred pages of documents, hearsay
24 documents, none of which were supported by testimony or have
25 any foundation whatsoever, I immediately assumed that there are

1 factual issues in the case.

2 And Mr. Childs filed an opposition to defendants'
3 motion which also included in excess of 30 pages of brief and
4 well over a hundred pages of supporting documents, which would
5 all further suggest that there are not only factual issues, but
6 many factual issues --

7 THE COURT: Mr. Day, please speak louder. Mr. Day,
8 excuse me. You must speak louder, please.

9 MR. DAY: How about this? Is this better?

10 THE COURT: That's better.

11 MR. DAY: Okay. Sorry about that, Judge.

12 THE COURT: No, it's okay. You know, it happens. I
13 have one person speaking too quickly and the other one I can't
14 hear. What you're doing now is better.

15 MR. DAY: Okay. There are -- there are numerous
16 factual issues in this case. The plaintiff's contention is
17 that -- I mean, defendants. Defendants argue that had an
18 inspection of the property been done, the various issues with
19 this triplex would've been discovered. The plaintiffs (sic)
20 are claiming that; however, it's plaintiff's position that when
21 defendants purchased this property, the defendants and their
22 many investors purchased this property, the intent was to
23 immediately flip the property. And when they could not flip
24 the property, they attempted to cover up the numerous problems
25 with the triplex with floor covering, wallcoverings, plaster.

1 And as can be seen in the expert reports, many of the issues
2 are within the walls of the building itself and were not
3 discovered until after the property was purchased.

4 For example, the issues with the foundation were
5 discovered when tile started coming up from the floor after
6 purchase. And when floor covering, which was all placed by the
7 defendants, was removed to reveal what the primary issue with
8 the foundation was.

9 This is a structure that, frankly, just should have
10 been condemned. And instead of it being condemned and knocked
11 down, defendants attempted to cover up the many problems with
12 the triplex which precluded the plaintiff from observing these
13 many problems upon his inspection of the premises.

14 So there are -- the argument that was made by
15 defense, great argument, but that's an argument that should be
16 made to the jury. The jury should be allowed to determine what
17 the plaintiff knew or should have known prior to purchase, what
18 efforts the defendants made to attempt to cover up the many
19 problems with this triplex prior to purchase. And those are
20 all factual issues that should be left to a jury.

21 With respect to the deposition that was included in
22 the reply, you know, that's a little late. The initial motion
23 that was filed included no testimony, no admissible evidence.
24 The defense relied primarily or exclusively upon hearsay
25 documents, documents that had no foundation in plaintiff's --

1 or defendants' presentation with the motion for summary
2 judgment.

3 So plaintiff's contention is that there are numerous
4 factual issues in this case which would preclude summary
5 judgment with respect to all causes of action.

6 And with that, unless the Court has questions, we'll
7 stand submitted.

8 THE COURT: Okay. Thank you, Mr. Day.

9 Mr. Lee, please.

10 MR. LEE: Yes, Your Honor. Thank you. And please
11 slow me down if I start speaking too quickly.

12 THE COURT: All right. You've got to try to control
13 yourself as well. But, yes, I hate to -- I really dislike
14 having to -- to interrupt people, but so please try to speak
15 slower.

16 MR. LEE: Yes.

17 THE COURT: And we're not in a crazy hurry. I'd
18 rather hear everything thoroughly even though I have very
19 thorough pleadings.

20 Go on.

21 MR. LEE: In terms of the very thorough pleadings,
22 just because we have thoroughly briefed the issue doesn't mean
23 that there's a genuine issue of material fact. It's a somewhat
24 novel argument from Mr. Day that we did our job too good. So
25 there has to be a genuine issue of material fact.

1 It's also somewhat of a novel argument that you
2 should discount the deposition of Mr. Miao that illustrates
3 that there were no genuine issues of material fact so that we
4 can avoid summary judgment.

5 The general argument that Mr. Day, and while I
6 appreciate he is new to the case, about the alleged discovery
7 issues is without merit. Miao admitted that there's no
8 evidence that defendant knew about the alleged conditions. And
9 what we have to keep in mind is that the defendants owned the
10 property for a short period of time prior to buying it,
11 improving it, and then selling it to the plaintiff. Then
12 plaintiff operated it for a long period of time utilizing the
13 defendant realtors as a management property.

14 What we'll also note here is that Mr. Day
15 conveniently omitted the fact that there's a long-term tenant
16 who lived in the property prior to the defendants purchasing
17 it, during the time of the improvement and currently resides
18 there to this day and that Mr. Miao also specified in his
19 deposition that that person is very unhappy with the property
20 and still with the conditions living there.

21 We also have the undisputed fact that Mr. Miao
22 admitted that plaintiff's expert failed to differentiate
23 between what happened when the defendants owned the property
24 and what happened thereafter.

25 So plaintiff here has not met any burden to show that

1 the defendants knew about the alleged conditions or what's
2 actually more troubling in terms of the underlining case law is
3 that a reasonable inspection at the time of purchase would have
4 shown any alleged open and obvious conditions that Mr. Miao
5 admitted was on the property.

6 We also have the issue related to the unopposed
7 causes of action that we sought summary judgment on, but also
8 with the underlining claims that Mr. Miao specified related to
9 the GFCI outlets which was an actual condition caused by the
10 plaintiff related to the property that illustrates that this
11 was only -- this lawsuit was brought for a bad-faith purpose
12 with underlying conditions that Mr. Miao knew about.

13 If we look at the deposition alone, it illustrates
14 the undisputed facts that should grant summary judgment to
15 defendants entirely or at least establish these are the
16 undisputed facts in this case. Even if we have the partial
17 finding that these are the undisputed facts within the case,
18 plaintiff can never present any case as a matter of law because
19 the case law is very clear that there is no basis for this case
20 to continue.

21 Unless you have any questions, I'll go ahead and
22 rest.

23 THE COURT: I have a couple of questions.

24 Mr. Day, when you were speaking, you mentioned that
25 the deposition of Mr. Miao or Miao was late, and I'd like to

1 understand what you mean by that.

2 MR. DAY: Well, Your Honor, any evidence that the
3 defendants have in support of their motion for summary judgment
4 should have been included in the original motion.

5 The defendants in their reply included frankly the
6 only admissible evidence that's included in any of their briefs
7 in their reply. The reply should be nothing more than a
8 response to plaintiff's opposition. So if they intended to use
9 Mr. Miao's deposition, it actually should have been included in
10 the original motion for summary judgment.

11 The original motion for summary judgment has no
12 admissible evidence. There is no testimony in the original
13 motion for summary judgment. Defendant simply relied upon
14 documents which essentially are hearsay documents --

15 THE COURT: But, Mr. Day.

16 MR. DAY: -- so there is no foundation for those
17 documents.

18 THE COURT: Let me interrupt you for a moment. When
19 you're talking about the deposition and it's in the reply, can
20 you cite law to this Court that says that, you know -- because
21 I usually look at everything before. In other words, there's
22 been a motion. There's been an opposition. There are exhibits
23 that came first. Then there was a deposition that came in the
24 reply.

25 Is there legally a basis for not allowing something

1 like that to be reviewed, a legal basis that this Court is
2 prohibited from reading something that's included in a reply?

3 MR. DAY: Well, there's nothing preventing the Court
4 from reviewing whatever the Court wants to review.

5 THE COURT: Right.

6 MR. DAY: I am not prepared to cite cases for the
7 Court suggesting the proposition that -- I mean, I was not able
8 to provide or Mr. Childs was not able to respond to their reply
9 to the opposition. So, no, I'm not prepared to give you case
10 law or suggesting that the Court cannot consider evidence that
11 was not originally brought in plaintiff's -- or defendants'
12 initial motion for summary judgment. I'd have to do some
13 research and submit a supplemental brief on that.

14 I just -- Judge, I just find it interesting that
15 their initial motion for summary judgment, as I'm reading the
16 motion for summary judgment that there's no evidence. You
17 know, the defense is arguing that there are no factual issues.
18 They're arguing that there are no factual issues in the case,
19 but they present no admissible evidence, no testimony, no
20 nothing in their original motion for summary judgment other
21 than documents, and they discuss those documents, but they have
22 no testimony in their original motion for summary judgment
23 laying any kind of foundation for any of those documents.

24 Those documents, their presentation would not be
25 admissible at the time of trial in their original motion for

1 summary judgment. And yet they're asking the Court to render
2 summary judgment on factual issues that were -- you know, on
3 their motion for summary judgment, they present no fact -- no
4 admissible facts. They presented no admissible factual issues.
5 And that was my -- that was my point is that not until we get a
6 reply do we even see any testimony, you know.

7 So, you know, we -- the plaintiff did not have an
8 opportunity to respond to the testimony, the actual testimony
9 that was presented by defendants in their motion because it was
10 only included in their reply. Their original motion has no
11 admissible evidence in it.

12 THE COURT: Mr. Lee.

13 MR. LEE: Yeah. While I appreciate that Mr. Day is
14 late to the case, none of that is accurate.

15 Exhibit I to the motion for summary judgment is
16 testimony that he's allegedly saying wasn't in there. It's a
17 declaration from a defendant related to the documents.

18 Exhibit A is the document that was actually produced
19 by -- well, a large portion of the documents in support of the
20 motion for summary judgment were produced by the plaintiff. So
21 they'd be self-authenticating anyway.

22 As it pertains to the supplement that we have with
23 the deposition, it was filed as a supplement, not as a reply
24 brief. Our reply brief did allude to Mr. Miao's deposition,
25 which we took after filing the motion for summary judgment.

1 And then we supplemented on January 29th, 2021.

2 Today is March 11th, 2021. To say that the
3 plaintiff never had an opportunity to respond to the
4 supplemental brief that we provided that included the testimony
5 of Mr. Miao is without merit and has no factual basis. We
6 hadn't filed a motion when we filed a motion for summary
7 judgment based on the deadlines set forth in the case. And on
8 top of that, we were trying to keep this case moving forward.

9 We didn't try to do any ambush litigation tactics
10 here. We didn't do anything that the plaintiff wasn't aware
11 of. While I appreciate that Mr. Day was not the attorney at
12 that time, he inherited the case as it was, and he doesn't get
13 to re-examine the procedural history of the case or try to
14 invent facts that just simply aren't true just because he's new
15 to the case.

16 The underlining supplement that plaintiff had
17 substantial (video interference) to go ahead and try to respond
18 to this. They had substantial opportunity to allegedly do the
19 discovery that they claimed that they needed to do to oppose
20 the summary judgment motion, which they did not do and that
21 Mr. Miao now indicates that he doesn't want there to be.

22 So if I'm Mr. Day, I appreciate that he is trying to
23 avoid the deposition that illustrates the undisputed facts and
24 the relevant testimony that is a hundred percent admissible
25 that relates to the underlying documents that authenticate all

1 the documents that we're discussing here. Even without the
2 documents, we have the undisputed admissible testimony of
3 Mr. Miao, the person most knowledgeable, that illustrates the
4 overwhelming undisputed facts that there is a lack of merit for
5 this underlying action and that summary judgment should be
6 appropriate as a matter of law.

7 Nevada case law is very clear related to a buyer's
8 diligence that they have to do related to buying a piece of
9 property. Mr. Miao admitted that the plaintiff was aware of
10 those laws and those statutes related to the duty to inspect
11 and that had he done a reasonable inspection at the time, they
12 could have been -- they could've been discovered.

13 Even when you look at the opposition and the
14 plaintiff's expert providing a declaration, he doesn't dispute
15 any of the findings related to defense expert's findings that
16 they were open and obvious or could have been discovered at the
17 time of the purchase.

18 Under the plain language of the cases that I cited
19 and the statutes, nothing there would relieve this Honorable
20 Court of granting summary judgment as a matter of law based on
21 those undisputed evidence. Well, whereas Mr. Day continually
22 tries to expound upon the alleged defects in the motion,
23 opposition and reply, omitting the supplement and the
24 opportunity that the plaintiff had to respond to the
25 supplement, the undisputed facts arise from the undisputed

1 testimony of the plaintiff in this case.

2 So while he tries to go out there and raise some
3 generalities about what the alleged discovery would be,
4 discovery is now closed. The plaintiff hasn't done any
5 discovery on those issues. And even if they did do discovery,
6 it would still be no genuine issue of material fact that
7 summary judgment is appropriate as a matter of law.

8 Thank you.

9 MR. DAY: Your Honor.

10 THE COURT: I'll let you have a moment, but Mr. Lee
11 will have the last word. So if you just want to speak to say
12 something quickly, then I'm going to move on, Mr. Day. Okay.

13 MR. DAY: Judge, just one point. And my
14 understanding is that plaintiff attempted to take the
15 deposition of the defendant who failed to appear for a
16 deposition, and that issue still has not been brought before
17 the Court.

18 My understanding as well is there is written
19 discovery that still has not been responded to by the
20 defendant. There was a hearing before the Discovery
21 Commissioner who has ordered defendants to respond to certain
22 outstanding written discovery, which has still not been
23 responded to.

24 So, you know, while we have a discovery cut off,
25 there are -- there's discovery that's been ordered produced.

1 And frankly, the plaintiff still has -- intends to file a
2 motion with the Court to compel defendants' appearance at a
3 deposition.

4 THE COURT: Mr. Lee.

5 MR. LEE: While I appreciate Mr. Day is late in the
6 case, again, it's simply not accurate. The prior attorney did
7 not properly notice the underlying deposition allegedly for my
8 client. But for one of my clients -- noticed two depositions,
9 one that he called off because of a translator issue and
10 inability to get that scheduled properly.

11 As to the second deposition that I wasn't aware of, I
12 agreed to allow plaintiff to go ahead and take the deposition
13 prior to this hearing, but Mr. Miao sent an email saying that
14 no more depositions.

15 What Mr. Miao -- Day is also omitting is that on
16 Monday I had the deposition set for plaintiff's expert.
17 Plaintiff at that time had acknowledged that the plaintiff
18 would appear for the deposition. He knew of the time, knew of
19 the subpoena. And then I told him that his subpoena was
20 available for pickup. He didn't show, and he did a
21 nonappearance.

22 As to the alleged discovery dispute, it's simply not
23 accurate again. The plaintiff -- the defendants in this case
24 have disclosed almost 600 documents. What the Discovery
25 Commissioner ordered is that of those 600 documents he would

1 just like us to put into our responses or this information is
2 not available.

3 As to the underlining issue related to the corporate
4 formalities, the articles of incorporation or those type of
5 documents or business licenses, those will have no impact on
6 this underlining case.

7 So while I appreciate that Mr. Day is late to the
8 case, you know, the information that he presented related to
9 alleged discovery is simply not accurate.

10 THE COURT: All right. I'm ready to give you my
11 decision.

12 All right. So I've reviewed all of the
13 documentation, all of the pleadings. And first, I'd like to
14 start off with respect to while it wasn't the binding purchase
15 agreement, it's the first one. The residential agreement dated
16 September 5th of 2017, clearly shows that the buyer did not
17 condition -- it was not conditioned on the buyer's due
18 diligence as defined in Section 7(a). This condition referred
19 to due diligence condition checked in the affirmative.

20 In other words, the bottom line is in the first
21 residential, and I'm only saying that because one came right
22 after another -- the buyer waived and purchased as is and had
23 no interest apparently in moving forward and having an
24 inspection done. While that residential agreement dated
25 September 5th of '17, is not the binding agreement, it's

1 important because it shows how the -- the behavior of the
2 plaintiff throughout this entire case.

3 Secondly, I have sellers real property disclosure
4 form, August 2nd. It looks like the disclosures are there.
5 And still after that the plaintiffs refused. They were
6 actually encouraged to have -- to have someone review and --
7 excuse me one moment -- inspect this property, and they did not
8 want to do that. And, you know, this is a 63-year-old
9 property. They're purchasing it as is. I'm not going to go
10 into the details, but there are -- there are specific
11 disclosures that were made by the seller, and the buyer was
12 encouraged, strongly encouraged to make sure that they
13 conducted an inspection, and they did not. They did not want
14 to. Okay.

15 So in addition we have Mr. Miao's deposition. But
16 even without the deposition, the deposition obviously
17 references everything in more detail. But this was a waiver.
18 And when it comes -- the discovery here closed October 30th
19 of 2020. Okay. And -- and I -- this is not going -- I'm not
20 going to allow more discovery on this. There's been plenty of
21 time for this because this started, you know, long before
22 COVID. And these cases have to move. You know, they have to
23 be done properly. So let's see.

24 So with respect to this case, I am granting -- this
25 Court grants the motion for summary judgment as to all claims

1 and will also entertain the Rule 11 sanctions.

2 Because, honestly, I don't see in good faith how this
3 can be brought by -- this can be brought by the plaintiffs in
4 good faith when they've waived everything. And in addition,
5 they refused to conduct an inspection knowing that they were
6 purchasing a 63-year-old property. I mean, it's just absurd.

7 Also, I find that in my review that this is not the
8 plaintiff's first purchase of a property. There apparently
9 is -- you know, they've purchased quite a few properties before
10 this one. So they should understand, you know, just like
11 purchasing one home, you understand how important generally an
12 inspection is. And here they are sophisticated in a sense that
13 they should, you know, they knew what the repercussions may be
14 of not holding an inspection.

15 And now, you know, we have a lot of law that has been
16 cited by counsel for defense, Mr. Lee, that I actually think
17 that -- you know, I'm not going to go into it here, but
18 essentially the defendants, in my view, demonstrated that
19 there's no genuine issue of material fact with respect to
20 plaintiff's claims under Chapter 113. Defendants disclosed all
21 of the known defects.

22 Plaintiffs have failed to create a genuine issue of
23 material fact by introducing any evidence that the defendants
24 were aware of the nondisclosed defects. And all of the defects
25 were thoroughly explained by defendants' expert. They show

1 that those defects were discoverable with due diligence, which
2 plaintiffs failed to do. So that is the reason why I'm
3 granting it.

4 I don't take motions for summary judgment lightly at
5 all. But this is one of the clearest cut cases I've seen.
6 There's no evidence from the plaintiff that refutes material
7 facts and introduces material facts. And that's really the key
8 here. And then --

9 MR. MIAO: Excuse me.

10 THE COURT: Just a moment. I'm speaking.

11 Then when you're looking at the residential purchase
12 agreement and signed disclosure, it's clear in my view that
13 this is a baseless lawsuit, and I will grant defendants
14 attorneys' fees under NRCP 11.

15 This Court denies plaintiff's request for Rule 56(f)
16 continuance for more discovery. It's a 2018 case. Discovery
17 closed on October 30th of 2020, and I'm not going to continue
18 to move forward with this because I don't think there's a basis
19 for it. So that's it. That's my decision. That's this
20 Court's decision.

21 And I'd like Mr. Lee to prepare a very detailed order
22 that adopts the information that you included in your motion,
23 in the defendants' motion.

24 Make sure that Mr. Day has a chance to take a look at
25 it as to form and content.

1 And I'd like to mention that, not from you or anyone
2 in particular, but in many cases I've been -- I've been
3 receiving orders, proposed orders really late. And pursuant to
4 EDCR 1.90, they need to be filed with this Court no later than
5 14 days after this decision. Okay. So please make sure that I
6 have -- that everybody starts --

7 And, Mr. Lee, I'm not speaking to you. I have other
8 counsel on the phone. So I'm speaking to everyone. I need my
9 orders sooner. And, frankly, I prefer them within 10 days, but
10 the rule says 14. If you're able to submit them in 10 days,
11 then that's great. And, okay. That's it. That's it for this
12 case.

13 MR. MIAO: Excuse me.

14 THE COURT: Yes? Who's --

15 MR. MIAO: Excuse me. I would (indiscernible).

16 THE COURT: No. No. I'm sorry. No, you may not
17 speak. You're represented by your attorney, and we are done.

18 MR. MIAO: But I really just (indiscernible) the
19 attorney just took over the case.

20 THE COURT: Excuse me.

21 MR. MIAO: A few days ago. I'm sorry.

22 THE COURT: Sir. Sir. This is -- this has been
23 on -- this is not a surprise case. And this is the decision of
24 this Court. Okay. It's a 2018 case. Discovery was closed in
25 October of -- I've already indicated it, and I don't know where

1 I have that note. I believe it was 2020. And --

2 MR. MIAO: Twenty-second.

3 THE COURT: We're done. We're done here. We're
4 done. Please don't speak anymore. I don't want to be
5 disrespectful with you, but you must respect the Court as well.
6 We're done.

7 Counsel, I hope you're being safe out there and your
8 families are well, and --

9 MR. MIAO: But --

10 THE COURT: No. I'd like you to please mute the
11 person who is speaking that is not Mr. Day or Mr. Lee.

12 THE MARSHAL: Mr. Frank has been muted, Your Honor,
13 by the Court.

14 THE COURT: Okay. In any case, we're done now.

15 And I'd like you to call the next case, please,
16 Marshal Ragsdale.

17 THE CLERK: Judge, there's a status check for
18 settlement on this case. Do you want to hear --

19 THE COURT: Oh, wait. Before we go on, before we go
20 on, if you're still on the line, if not, I'd like an email sent
21 to all parties, Ms. Reid (phonetic), that makes sure you tell
22 them to submit the order in PDF format and in Word format, and
23 make sure both parties are -- all of the parties are in the
24 email.

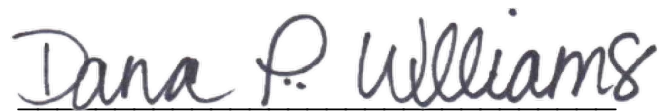
25 And ask them to not submit it twice. Because if they

1 send two copies, we don't get either one of anything. So only
2 one PDF and only one Word document.

3 (Proceedings concluded at 10:26 a.m.)

4 -oOo-

5 ATTEST: I do hereby certify that I have truly and correctly
6 transcribed the audio/video proceedings in the above-entitled
7 case.

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10 Dana L. Williams
11 Transcriber
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	31 [1] 9/7 31A [1] 9/10 31B [1] 9/15 33 [1] 14/22	afterwards [1] 7/20 again [2] 26/6 26/23 ago [1] 31/21 agree [1] 11/17 agreed [4] 7/12 7/15 7/22 26/12 agreement [9] 3/6 3/7 5/8 12/3 27/15 27/15 27/24 27/25 30/12 agreements [1] 3/8 ahead [4] 14/3 19/21 23/17 26/12 all [29] 2/12 2/25 4/11 4/25 6/14 7/4 10/8 10/16 11/18 12/5 12/7 13/4 13/8 15/5 16/6 16/20 17/5 17/12 23/25 27/10 27/12 27/12 27/13 28/25 29/20 29/24 30/5 32/21 32/23 alleged [13] 7/12 7/25 8/8 9/7 9/15 18/6 18/8 19/1 19/4 24/22 25/3 26/22 27/9 allegedly [3] 22/16 23/18 26/7 allow [2] 26/12 28/20 allowed [1] 16/16 allowing [1] 20/25 allude [1] 22/24 almost [1] 26/24 alone [1] 19/13 already [1] 31/25 also [40] alternative [2] 1/16 2/13 although [2] 7/24 8/1 am [2] 21/6 28/24 ambush [1] 23/9 Amended [3] 8/18 8/19 10/15 another [1] 27/22 any [23] 6/1 8/1 8/1 10/17 10/23 11/4 13/14 14/3 14/25 18/25 19/4 19/18 19/21 20/2 20/6 21/23 21/23 22/6 23/9 24/15 25/4 29/23 32/14 anymore [1] 32/4 anyone [1] 31/1 anything [2] 23/10 33/1 anyway [1] 22/21 apologize [1] 3/13 apparently [2] 27/23 29/8 appear [2] 25/15 26/18 appearance [2] 14/18 26/2 appearances [2] 1/19 2/6 applies [1] 11/23 appraiser [1] 5/16 appreciate [7] 6/16 18/6 22/13 23/11 23/22 26/5 27/7 appropriate [6] 2/25 10/16 13/20 13/24 24/6 25/7	approval [1] 11/1 are [30] 6/14 7/24 11/24 12/7 13/5 13/12 14/25 15/5 15/15 15/15 15/20 16/2 16/14 16/19 17/3 19/15 19/17 20/14 20/22 21/17 21/18 25/25 28/4 28/10 28/10 29/12 31/17 32/8 32/23 32/23 areas [3] 6/4 7/4 7/6 aren't [1] 23/14 argue [1] 15/17 arguing [2] 21/17 21/18 argument [6] 16/14 16/15 16/15 17/24 18/1 18/5 arise [1] 24/25 articles [1] 27/4 as [37] asbestos [1] 4/9 ask [2] 14/1 32/25 asked [1] 10/25 asking [1] 22/1 aspects [1] 11/18 assumed [1] 14/25 at [35] attached [1] 7/6 attempt [2] 13/7 16/18 attempted [3] 15/24 16/11 25/14 attention [1] 11/24 ATTEST [1] 33/5 attic [2] 5/23 9/22 attorney [4] 23/11 26/6 31/17 31/19 attorney's [1] 11/1 attorneys' [2] 14/1 30/14 audio [1] 33/6 audio/video [1] 33/6 August [1] 28/4 authenticate [1] 23/25 authenticating [1] 22/21 available [2] 26/20 27/2 avoid [2] 18/4 23/23 aware [12] 3/17 3/21 4/16 5/2 5/5 5/9 10/17 11/5 23/10 24/9 26/11 29/24	25/6 28/23 29/3 29/3 29/13 31/4 32/4 because [15] 5/18 6/18 10/16 17/22 19/18 20/20 22/9 23/14 26/9 27/21 28/1 28/21 29/2 30/18 32/25 been [23] 5/11 6/2 8/13 15/18 15/19 16/10 20/4 20/9 20/22 20/22 24/12 24/12 24/16 25/16 25/19 25/22 25/25 28/20 29/15 31/2 31/2 31/22 32/12 been \$102,000 [1] 8/13 before [11] 1/11 2/12 7/9 14/10 20/21 25/16 25/20 28/21 29/9 32/19 32/19 behalf [2] 2/7 2/9 behavior [1] 28/1 being [4] 4/8 5/15 16/10 32/7 believe [2] 5/14 32/1 believes [1] 5/18 better [4] 14/16 15/9 15/10 15/14 between [1] 18/23 binding [2] 27/14 27/25 bit [5] 10/4 10/5 10/5 14/11 14/17 Bonnie [1] 11/6 both [1] 32/23 bottom [1] 27/20 breach [3] 12/14 12/19 12/20 brief [5] 15/3 21/13 22/24 22/24 23/4 briefed [1] 17/22 briefing [1] 6/17 briefs [2] 14/23 20/6 bring [1] 14/12 broker [1] 13/4 brought [5] 19/11 21/11 25/16 29/3 29/3 building [3] 5/3 5/23 16/2 burden [1] 18/25 business [1] 27/5 but [25] 6/9 6/22 8/13 8/16 15/5 16/15 17/13 17/14 19/7 20/15 21/19 21/21 25/10 26/8 26/13 28/10 28/15 28/17 29/17 30/5 31/2 31/9 31/18 32/5 32/9 buyer [9] 3/3 11/8 11/11 11/14 11/20 11/25 27/16 27/22 28/11 buyer's [3] 12/4 24/7 27/17 buying [2] 18/10 24/8
MR. DAY: [14] 2/9 14/8 14/14 14/16 14/18 15/9 15/11 15/15 20/2 20/16 21/3 21/6 25/9 25/13 MR. LEE: [19] 2/7 2/19 3/11 3/13 3/15 6/11 6/13 6/21 6/24 7/1 7/3 10/7 10/9 10/11 17/10 17/16 17/21 22/13 26/5 MR. MIAO: [7] 30/9 31/13 31/15 31/18 31/21 32/2 32/9 THE CLERK: [1] 32/17 THE COURT: [41] THE MARSHAL: [1] 32/12 UNIDENTIFIED SPEAKER: [1] 2/3	5 56 [4] 1/14 2/15 10/24 30/15 5th [2] 27/16 27/25	6 600 [2] 26/24 26/25 63 [1] 4/20 63-year-old [3] 13/10 28/8 29/6 645 [1] 12/15	areas [3] 6/4 7/4 7/6 aren't [1] 23/14 argue [1] 15/17 arguing [2] 21/17 21/18 argument [6] 16/14 16/15 16/15 17/24 18/1 18/5 arise [1] 24/25 articles [1] 27/4 as [37] asbestos [1] 4/9 ask [2] 14/1 32/25 asked [1] 10/25 asking [1] 22/1 aspects [1] 11/18 assumed [1] 14/25 at [35] attached [1] 7/6 attempt [2] 13/7 16/18 attempted [3] 15/24 16/11 25/14 attention [1] 11/24 ATTEST [1] 33/5 attic [2] 5/23 9/22 attorney [4] 23/11 26/6 31/17 31/19 attorney's [1] 11/1 attorneys' [2] 14/1 30/14 audio [1] 33/6 audio/video [1] 33/6 August [1] 28/4 authenticate [1] 23/25 authenticating [1] 22/21 available [2] 26/20 27/2 avoid [2] 18/4 23/23 aware [12] 3/17 3/21 4/16 5/2 5/5 5/9 10/17 11/5 23/10 24/9 26/11 29/24	25/6 28/23 29/3 29/3 29/13 31/4 32/4 because [15] 5/18 6/18 10/16 17/22 19/18 20/20 22/9 23/14 26/9 27/21 28/1 28/21 29/2 30/18 32/25 been [23] 5/11 6/2 8/13 15/18 15/19 16/10 20/4 20/9 20/22 20/22 24/12 24/12 24/16 25/16 25/19 25/22 25/25 28/20 29/15 31/2 31/2 31/22 32/12 been \$102,000 [1] 8/13 before [11] 1/11 2/12 7/9 14/10 20/21 25/16 25/20 28/21 29/9 32/19 32/19 behalf [2] 2/7 2/9 behavior [1] 28/1 being [4] 4/8 5/15 16/10 32/7 believe [2] 5/14 32/1 believes [1] 5/18 better [4] 14/16 15/9 15/10 15/14 between [1] 18/23 binding [2] 27/14 27/25 bit [5] 10/4 10/5 10/5 14/11 14/17 Bonnie [1] 11/6 both [1] 32/23 bottom [1] 27/20 breach [3] 12/14 12/19 12/20 brief [5] 15/3 21/13 22/24 22/24 23/4 briefed [1] 17/22 briefing [1] 6/17 briefs [2] 14/23 20/6 bring [1] 14/12 broker [1] 13/4 brought [5] 19/11 21/11 25/16 29/3 29/3 building [3] 5/3 5/23 16/2 burden [1] 18/25 business [1] 27/5 but [25] 6/9 6/22 8/13 8/16 15/5 16/15 17/13 17/14 19/7 20/15 21/19 21/21 25/10 26/8 26/13 28/10 28/15 28/17 29/17 30/5 31/2 31/9 31/18 32/5 32/9 buyer [9] 3/3 11/8 11/11 11/14 11/20 11/25 27/16 27/22 28/11 buyer's [3] 12/4 24/7 27/17 buying [2] 18/10 24/8
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1 1.90 [1] 31/4 10 [3] 12/25 31/9 31/10 10:26 a.m [1] 33/3 11 [5] 1/12 2/1 13/1 29/1 30/14 113 [2] 12/9 29/20 113.140 [2] 11/3 11/10 11th [1] 23/2 12 [1] 12/18 13 [1] 12/19 14 [4] 2/3 12/20 31/5 31/10 15 [1] 13/2	a a.m [2] 2/1 33/3 able [3] 21/7 21/8 31/10 about [12] 8/8 9/9 9/11 10/14 15/9 15/11 18/6 18/8 19/1 19/12 20/19 25/3 above [1] 33/6 above-entitled [1] 33/6 absurd [1] 29/6 abuse [6] 3/1 8/11 13/2 13/5 13/8 13/20 access [5] 3/24 5/22 5/23 6/5 7/10 accessible [1] 11/20 accompanied [1] 7/8 accurate [4] 22/14 26/6 26/23 27/9 acknowledged [1] 26/17 action [11] 8/3 8/9 8/21 12/8 12/10 12/22 12/24 13/7 17/5 19/7 24/5 actual [2] 19/9 22/8 actually [5] 19/2 20/9 22/18 28/6 29/16 acutely [1] 3/17 addition [2] 28/15 29/4 additional [2] 10/21 10/23 admissible [10] 16/23 20/6 20/12 21/19 21/25 22/4 22/4 22/11 23/24 24/2 admits [1] 9/24 admitted [7] 3/2 5/22 6/3 18/7 18/22 19/5 24/9 adopts [1] 30/22 ADRIANA [1] 1/11 adverse [1] 9/1 affects [1] 8/24 affirmative [1] 27/19 after [6] 16/3 16/5 22/25 27/22 28/5 31/5	1 1.90 [1] 31/4 10 [3] 12/25 31/9 31/10 10:26 a.m [1] 33/3 11 [5] 1/12 2/1 13/1 29/1 30/14 113 [2] 12/9 29/20 113.140 [2] 11/3 11/10 11th [1] 23/2 12 [1] 12/18 13 [1] 12/19 14 [4] 2/3 12/20 31/5 31/10 15 [1] 13/2	B back [1] 8/18 background [1] 3/2 bad [1] 19/11 bad-faith [1] 19/11 based [5] 1/14 8/19 9/2 23/7 24/20 baseless [1] 30/13 basis [8] 6/18 10/24 13/13 19/19 20/25 21/1 23/5 30/18 be [22] 6/7 9/5 10/23 16/1 16/15 16/16 16/20 17/25 20/7 21/1 21/24 22/21 23/21 24/5 25/3	
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[1] 27/21</p> <p>can [6] 16/1 18/4 19/18 20/19 29/3 29/3</p> <p>can't [2] 14/12 15/13</p> <p>cannot [1] 21/10</p> <p>care [1] 11/12</p> <p>carry [1] 11/17</p> <p>case [47]</p> <p>cases [5] 21/6 24/18 28/22 30/5 31/2</p> <p>Cause [2] 12/8 12/10</p> <p>caused [1] 19/9</p> <p>causes [4] 12/22 12/24 17/5 19/7</p> <p>ceramic [1] 4/10</p> <p>certain [1] 25/21</p> <p>certainly [1] 14/14</p> <p>certify [1] 33/5</p> <p>chance [1] 30/24</p> <p>Chapter [2] 12/9 29/20</p> <p>check [1] 32/17</p> <p>checked [1] 27/19</p> <p>Childs [2] 15/2 21/8</p> <p>citation [1] 6/15</p> <p>cite [2] 20/20 21/6</p> <p>cited [3] 11/2 24/18 29/16</p> <p>civil [1] 12/18</p> <p>claim [7] 2/25 8/11 13/2 13/6 13/8 13/13 13/18</p> <p>claimed [1] 23/19</p> <p>claiming [3] 9/8 13/12 15/20</p> <p>claims [10] 2/25 11/14 12/4 12/5 12/8 13/15 13/25 19/8 28/25 29/20</p> <p>CLARK [4] 1/2 2/1 3/9 5/17</p> <p>clear [5] 3/9 3/15 19/19 24/7 30/12</p> <p>clearest [1] 30/5</p> <p>clearly [2] 11/10 27/16</p> <p>client [1] 26/8</p> <p>clients [1] 26/8</p> <p>close [1] 11/19</p> <p>closed [4] 25/4 28/18 30/17 31/24</p> <p>closer [1] 14/13</p> <p>code [1] 4/6</p> <p>comes [1] 28/18</p> <p>coming [1] 16/5</p> <p>Commissioner [2] 25/21 26/25</p> <p>common [4] 11/14 12/4 12/5 12/11</p> <p>common-law [4] 11/14 12/4 12/5 12/11</p> <p>compel [1] 26/2</p> <p>complaint [4] 8/19 8/19 10/15 12/6</p> <p>concealment [1] 12/13</p> <p>concluded [1] 33/3</p> <p>concrete [1] 4/11</p> <p>condemned [2] 16/10 16/10</p> <p>condition [4] 19/9</p>	<p>27/17 27/18 27/19</p> <p>conditioned [1] 27/17</p> <p>conditions [12] 7/12 7/19 7/25 8/8 8/24 9/7 9/21 18/8 18/20 19/1 19/4 19/12</p> <p>conduct [3] 3/22 3/25 29/5</p> <p>conducted [1] 28/13</p> <p>consider [1] 21/10</p> <p>conspicuous [1] 3/6</p> <p>conspiracy [1] 12/18</p> <p>constitute [1] 11/11</p> <p>construction [2] 9/5 9/25</p> <p>constructive [1] 12/10</p> <p>contact [1] 10/25</p> <p>contacted [1] 5/2</p> <p>content [1] 30/25</p> <p>contention [2] 15/16 17/3</p> <p>context [1] 13/19</p> <p>continually [1] 24/21</p> <p>continuance [3] 1/14 2/14 30/16</p> <p>continue [3] 6/24 19/20 30/17</p> <p>contract [1] 12/19</p> <p>contractor [1] 5/15</p> <p>contractors [1] 9/6</p> <p>control [1] 17/12</p> <p>conveniently [1] 18/15</p> <p>conveyance [3] 12/25 13/1 13/14</p> <p>cooling [2] 4/18 9/19</p> <p>copies [1] 33/1</p> <p>copying [1] 10/25</p> <p>corporate [1] 27/3</p> <p>correctly [1] 33/5</p> <p>cost [2] 8/12 8/14</p> <p>costs [2] 5/18 14/2</p> <p>could [10] 4/25 5/11 6/2 7/5 7/7 8/5 11/8 15/23 24/12 24/16</p> <p>could've [2] 10/20 24/12</p> <p>counsel [5] 10/25 14/7 29/16 31/8 32/7</p> <p>counterclaim [1] 13/5</p> <p>countermotion [4] 1/14 1/14 2/14 10/21</p> <p>COUNTY [4] 1/2 2/1 3/9 5/17</p> <p>couple [1] 19/23</p> <p>COURT [21] 1/2 1/11 12/2 14/3 17/6 20/20 21/1 21/3 21/4 21/7 21/10 22/1 24/20 25/17 26/2 28/25 30/15 31/4 31/24 32/5 32/13</p> <p>Court's [1] 30/20</p> <p>covenant [1] 12/20</p> <p>cover [3] 15/24 16/11 16/18</p> <p>covering [2] 15/25 16/6</p> <p>COVID [1] 28/22</p> <p>cracks [2] 4/10 4/10</p> <p>crazy [1] 17/17</p>	<p>create [1] 29/22</p> <p>currently [2] 7/25 18/17</p> <p>cut [2] 25/24 30/5</p> <p>D</p> <p>damage [2] 9/21 13/23</p> <p>damaged [1] 8/5</p> <p>damages [5] 5/9 5/10 5/11 12/15 13/13</p> <p>Dana [1] 33/10</p> <p>dated [2] 27/15 27/24</p> <p>day [26] 1/20 2/9 2/11 14/4 14/7 14/8 14/10 15/7 15/7 17/8 17/24 18/5 18/14 18/18 19/24 20/15 22/13 23/11 23/22 24/21 25/12 26/5 26/15 27/7 30/24 32/11</p> <p>days [4] 31/5 31/9 31/10 31/21</p> <p>deadlines [1] 23/7</p> <p>dealing [1] 12/21</p> <p>decision [5] 27/11 30/19 30/20 31/5 31/23</p> <p>declaration [4] 8/15 8/17 22/17 24/14</p> <p>defects [7] 11/4 11/8 24/22 29/21 29/24 29/24 30/1</p> <p>defendant [8] 1/9 2/14 18/8 18/13 20/13 22/17 25/15 25/20</p> <p>DEFENDANT'S [1] 1/13</p> <p>defendants [28] 1/16 1/22 2/8 2/16 8/7 13/4 13/8 15/17 15/17 15/21 15/21 16/7 16/11 16/18 18/9 18/16 18/23 19/1 19/15 20/3 20/5 22/9 25/21 26/23 29/18 29/20 29/23 30/13</p> <p>defendants' [7] 7/8 15/2 17/1 21/11 26/2 29/25 30/23</p> <p>defense [5] 16/15 16/24 21/17 24/15 29/16</p> <p>deficiencies [1] 7/17</p> <p>defined [1] 27/18</p> <p>demand [1] 13/16</p> <p>demonstrated [1] 29/18</p> <p>denied [1] 8/17</p> <p>denies [1] 30/15</p> <p>department [2] 2/3 5/3</p> <p>Department 14 [1] 2/3</p> <p>deposition [25] 2/21 6/15 6/19 16/21 18/2 18/19 19/13 19/25 20/9 20/19 20/23 22/23 22/24 23/23 25/15 25/16 26/3 26/7 26/11 26/12 26/16 26/18 28/15 28/16 28/16</p> <p>depositions [2] 26/8 26/14</p> <p>DEPT [1] 1/6</p>	<p>Despite [1] 4/24</p> <p>destructive [1] 6/1</p> <p>detail [1] 28/17</p> <p>detailed [1] 30/21</p> <p>details [1] 28/10</p> <p>detectors [1] 9/20</p> <p>determine [1] 16/16</p> <p>did [17] 4/1 7/10 7/23 8/16 9/8 10/22 17/24 22/7 22/24 23/20 25/5 26/6 26/20 27/16 28/7 28/13 28/13</p> <p>didn't [5] 6/1 13/15 23/9 23/10 26/20</p> <p>differentiate [2] 7/18 18/22</p> <p>diligence [5] 5/4 24/8 27/18 27/19 30/1</p> <p>diligent [1] 11/24</p> <p>directly [3] 10/22 10/24 11/1</p> <p>disclose [2] 8/23 11/4</p> <p>disclosed [2] 26/24 29/20</p> <p>disclosure [6] 4/14 4/15 9/3 11/11 28/3 30/12</p> <p>disclosures [3] 4/24 28/4 28/11</p> <p>discount [1] 18/2</p> <p>discoverable [1] 30/1</p> <p>discovered [7] 5/11 11/8 15/19 16/3 16/5 24/12 24/16</p> <p>discovery [22] 10/22 10/23 13/19 18/6 23/19 25/3 25/4 25/5 25/5 25/19 25/20 25/22 25/24 25/25 26/22 26/24 27/9 28/18 28/20 30/16 30/16 31/24</p> <p>discuss [1] 21/21</p> <p>discussing [1] 24/1</p> <p>dislike [1] 17/13</p> <p>dispute [4] 10/17 13/3 24/14 26/22</p> <p>disputed [1] 13/23</p> <p>disrespectful [1] 32/5</p> <p>DISTRICT [2] 1/2 1/11</p> <p>do [16] 5/19 6/1 8/10 21/12 22/6 23/9 23/10 23/18 23/19 23/20 24/8 25/5 28/8 30/2 32/18 33/5</p> <p>document [2] 22/18 33/2</p> <p>documentation [1] 27/13</p> <p>documents [21] 14/6 14/23 14/24 15/4 16/25 16/25 20/14 20/14 20/17 21/21 21/21 21/23 21/24 22/17 22/19 23/25 24/1 24/2 26/24 26/25 27/5</p> <p>does [4] 5/14 7/25 11/4 11/11</p> <p>doesn't [6] 5/13 5/17 17/22 23/12 23/21</p>	<p>24/14</p> <p>doing [1] 15/14</p> <p>don't [9] 2/18 10/8 29/2 30/4 30/18 31/25 32/4 32/4 33/1</p> <p>done [20] 4/19 4/21 4/22 6/3 6/5 7/22 8/1 9/5 9/25 15/18 24/11 25/4 27/24 28/23 31/17 32/3 32/3 32/4 32/6 32/14</p> <p>down [2] 16/11 17/11</p> <p>dryer [1] 4/4</p> <p>due [4] 5/4 27/17 27/19 30/1</p> <p>during [5] 4/2 7/3 7/8 7/10 18/17</p> <p>duties [1] 3/9</p> <p>duty [6] 3/16 11/4 11/12 11/17 12/14 24/10</p> <p>E</p> <p>each [1] 12/3</p> <p>EDCR [1] 31/4</p> <p>education [1] 12/17</p> <p>efforts [1] 16/18</p> <p>either [3] 9/4 11/8 33/1</p> <p>elected [1] 5/7</p> <p>electrical [4] 4/3 4/8 4/9 9/10</p> <p>email [3] 26/13 32/20 32/24</p> <p>encouraged [3] 28/6 28/12 28/12</p> <p>end [1] 3/23</p> <p>enrichment [1] 11/16</p> <p>ensure [1] 11/18</p> <p>entertain [1] 29/1</p> <p>entire [3] 3/25 5/23 28/2</p> <p>entirely [1] 19/15</p> <p>entitled [3] 12/7 13/6 33/6</p> <p>ESCOBAR [1] 1/11</p> <p>escrow [1] 11/19</p> <p>ESQ [2] 1/20 1/22</p> <p>essentially [2] 20/14 29/18</p> <p>establish [1] 19/15</p> <p>estimate [1] 8/12</p> <p>even [8] 13/15 17/18 19/16 22/6 24/1 24/13 25/5 28/16</p> <p>event [1] 13/22</p> <p>everybody [1] 31/6</p> <p>everyone [1] 31/8</p> <p>everything [6] 6/9 6/15 17/18 20/21 28/17 29/4</p> <p>evidence [13] 8/7 16/23 18/8 20/2 20/6 20/12 21/10 21/16 21/19 22/11 24/21 29/23 30/6</p> <p>exactly [3] 6/2 6/4 6/5</p> <p>examine [1] 23/13</p> <p>examined [2] 6/3 6/4</p> <p>example [1] 16/4</p> <p>excess [1] 15/3</p> <p>0172</p>
---	---	---	--	---

E exclusively [1] 16/24 excuse [6] 15/8 28/7 30/9 31/13 31/15 31/20 exercise [1] 11/12 Exhibit [2] 22/15 22/18 exhibits [1] 20/22 expensive [1] 5/19 expert [16] 5/25 5/25 6/4 7/4 7/6 7/8 7/10 7/12 7/13 7/18 8/13 16/1 18/22 24/14 26/16 29/25 expert's [2] 7/15 24/15 explained [1] 29/25 exposed [1] 4/9 expound [1] 24/22 expressly [1] 11/17 extort [1] 13/8	foreclosed [1] 12/3 foreclosing [1] 11/22 Forgive [1] 2/15 form [4] 4/15 9/3 28/4 30/25 formalities [1] 27/4 format [2] 32/22 32/22 forms [1] 4/14 forth [1] 23/7 forward [3] 23/8 27/23 30/18 foundation [8] 4/11 10/12 14/25 16/4 16/8 16/25 20/16 21/23 Frank [2] 2/22 32/12 frankly [4] 16/9 20/5 26/1 31/9 fraud [2] 12/10 12/11 fraudulent [6] 11/15 12/12 12/13 12/25 13/1 13/14 Fund [1] 8/8 fungus [1] 10/2 further [1] 15/5	has [19] 3/3 5/16 11/12 14/3 17/6 17/25 18/25 20/11 22/10 23/5 25/16 25/19 25/21 25/22 26/1 29/15 30/24 31/22 32/12 hasn't [1] 25/4 hate [1] 17/13 have [59] having [2] 17/14 27/23 he [67] he's [2] 22/16 23/14 hear [4] 14/12 15/14 17/18 32/18 hearing [2] 25/20 26/13 hearsay [3] 14/23 16/24 20/14 heating [2] 4/18 9/18 here [10] 14/6 18/14 18/25 23/10 24/1 28/18 29/12 29/17 30/8 32/3 hereby [1] 33/5 Highlands [1] 11/21 him [2] 10/25 26/19 himself [1] 5/19 hired [1] 5/17 his [14] 4/12 5/4 5/6 5/25 6/5 8/12 8/15 8/17 9/2 10/25 11/1 16/13 18/18 26/19 history [1] 23/13 holding [1] 29/14 home [2] 13/11 29/11 honestly [1] 29/2 Honor [10] 2/4 2/19 6/11 7/1 10/7 14/8 17/10 20/2 25/9 32/12 HONORABLE [2] 1/11 24/19 hope [1] 32/7 how [4] 15/9 28/1 29/2 29/11 however [1] 15/20 hundred [3] 14/23 15/4 23/24 hurry [1] 17/17 HVAC [4] 4/4 4/22 5/1 10/1	32/20 32/25 illustrate [2] 10/15 13/7 illustrated [2] 2/23 7/4 illustrates [9] 2/24 6/18 8/2 8/19 18/2 19/10 19/13 23/23 24/3 immediately [2] 14/25 15/23 impact [1] 27/5 important [2] 28/1 29/11 Importantly [1] 12/2 imposed [1] 11/7 IMPOSITION [1] 1/14 improvement [1] 18/17 improving [1] 18/11 in [100] inability [1] 26/10 inadequate [2] 9/4 12/16 INC [2] 1/7 1/25 included [14] 5/1 12/2 12/23 15/3 16/21 16/23 20/4 20/5 20/6 20/9 21/2 22/10 23/4 30/22 includes [3] 2/21 6/15 14/22 including [2] 4/9 9/10 incorporation [1] 27/4 indicated [3] 5/13 8/11 31/25 indicates [1] 23/21 indiscernible [2] 31/15 31/18 inducement [1] 12/12 inflated [1] 8/13 information [4] 11/19 27/1 27/8 30/22 inherited [1] 23/12 initial [4] 8/12 16/22 21/12 21/15 inspect [5] 3/16 3/24 11/17 24/10 28/7 inspected [3] 4/2 7/5 7/7 inspection [20] 3/18 3/19 5/6 5/7 5/12 5/22 6/2 6/6 7/9 7/11 10/19 15/18 16/13 19/3 24/11 27/24 28/13 29/5 29/12 29/14 inspections [6] 3/22 4/1 5/14 5/20 6/6 9/6 inspector [2] 5/16 5/17 install [1] 9/12 installation [1] 4/23 instead [1] 16/10 intended [1] 20/8 intends [1] 26/1 intent [1] 15/22 intentional [1] 11/16 interest [1] 27/23 interesting [1] 21/14 interference [3] 6/22 8/6 23/17 interrupt [2] 17/14 20/18 into [5] 9/21 10/14 27/1	28/10 29/17 introduces [1] 30/7 introducing [1] 29/23 invasive [1] 6/1 invent [1] 23/14 INVESTMENT [1] 1/4 investor [1] 4/16 investors [1] 15/22 is [88] issue [14] 3/19 5/21 13/23 16/7 17/22 17/23 17/25 19/6 25/6 25/16 26/9 27/3 29/19 29/22 issues [28] 4/5 4/7 4/8 4/9 4/17 5/1 7/16 7/21 9/15 9/23 10/16 10/17 15/1 15/5 15/6 15/16 15/18 16/1 16/4 16/20 17/4 18/3 18/7 21/17 21/18 22/2 22/4 25/5 it [47] it's [17] 6/8 6/18 13/10 15/12 15/20 17/23 18/1 20/19 22/16 26/6 26/22 27/15 27/25 29/6 30/12 30/16 31/24 Item [1] 9/24 itself [2] 3/18 16/2
F fact [11] 13/23 13/24 17/23 17/25 18/3 18/15 18/21 22/3 25/6 29/19 29/23 facts [17] 2/24 8/20 9/2 10/14 11/24 13/7 13/25 19/14 19/16 19/17 22/4 23/14 23/23 24/4 24/25 30/7 30/7 factual [11] 15/1 15/5 15/6 15/16 16/20 17/4 21/17 21/18 22/2 22/4 23/5 failed [6] 7/18 8/23 18/22 25/15 29/22 30/2 failure [1] 12/16 fair [1] 12/20 faith [4] 12/20 19/11 29/2 29/4 false [1] 9/4 families [1] 32/8 fast [1] 6/25 favor [1] 13/20 fees [2] 14/1 30/14 few [2] 29/9 31/21 fiduciary [1] 12/14 file [1] 26/1 filed [8] 2/20 12/23 15/2 16/23 22/23 23/6 23/6 31/4 files [1] 14/21 filing [2] 13/18 22/25 find [3] 13/22 21/14 29/7 finding [2] 7/15 19/17 findings [2] 24/15 24/15 finishing [2] 4/7 7/22 first [5] 20/23 27/13 27/15 27/20 29/8 flip [2] 15/23 15/23 Flipping [1] 8/8 floor [4] 4/10 15/25 16/5 16/6 Flooring [1] 10/12 followed [2] 4/24 5/1 following [1] 10/5	G general [3] 5/15 11/22 18/5 generalities [1] 25/3 generally [2] 11/7 29/11 genuine [6] 17/23 17/25 18/3 25/6 29/19 29/22 get [7] 2/17 5/6 5/7 22/5 23/12 26/10 33/1 getting [1] 3/18 GFCI [5] 4/8 9/11 9/11 9/13 19/9 give [2] 21/9 27/10 giving [1] 6/13 go [11] 14/3 14/7 17/20 19/21 23/17 25/2 26/12 28/9 29/17 32/19 32/19 going [7] 2/17 25/12 28/9 28/19 28/20 29/17 30/17 good [6] 2/5 2/11 12/20 17/24 29/2 29/4 got [1] 17/12 grant [2] 19/14 30/13 granting [4] 12/4 24/20 28/24 30/3 grants [1] 28/25 great [3] 6/21 16/15 31/11	I I'd [12] 2/5 3/12 14/11 17/17 19/25 21/12 27/13 30/21 31/1 32/10 32/15 32/20 I'll [4] 6/24 14/3 19/21 25/10 I'm [21] 6/13 6/15 7/1 10/5 10/7 21/9 21/15 23/22 25/12 27/10 27/21 28/9 28/19 29/17 30/2 30/10 30/17 31/7 31/8 31/16 31/21 I've [7] 6/8 6/20 27/12 30/5 31/2 31/2 31/25 identified [2] 5/1 7/13 if [12] 5/21 17/11 19/13 19/16 20/8 23/22 25/5 25/11 31/10 32/20	including [2] 4/9 9/10 incorporation [1] 27/4 indicated [3] 5/13 8/11 31/25 indicates [1] 23/21 indiscernible [2] 31/15 31/18 inducement [1] 12/12 inflated [1] 8/13 information [4] 11/19 27/1 27/8 30/22 inherited [1] 23/12 initial [4] 8/12 16/22 21/12 21/15 inspect [5] 3/16 3/24 11/17 24/10 28/7 inspected [3] 4/2 7/5 7/7 inspection [20] 3/18 3/19 5/6 5/7 5/12 5/22 6/2 6/6 7/9 7/11 10/19 15/18 16/13 19/3 24/11 27/24 28/13 29/5 29/12 29/14 inspections [6] 3/22 4/1 5/14 5/20 6/6 9/6 inspector [2] 5/16 5/17 install [1] 9/12 installation [1] 4/23 instead [1] 16/10 intended [1] 20/8 intends [1] 26/1 intent [1] 15/22 intentional [1] 11/16 interest [1] 27/23 interesting [1] 21/14 interference [3] 6/22 8/6 23/17 interrupt [2] 17/14 20/18 into [5] 9/21 10/14 27/1	J January [1] 23/1 JD [1] 1/25 job [1] 17/24 JUDGE [7] 1/11 14/14 14/18 15/11 21/14 25/13 32/17 judgment [45] jury [3] 16/16 16/16 16/20 just [19] 5/19 6/8 6/25 6/25 10/5 16/9 17/22 21/14 21/14 23/14 23/14 25/11 25/13 27/1 29/6 29/10 30/10 31/18 31/19 justifying [1] 12/4
	K keep [2] 18/9 23/8 key [1] 30/7 kind [1] 21/23 knew [11] 4/20 8/8 9/24 11/8 16/17 18/8 19/1 19/12 26/18 26/18 29/13 knocked [1] 16/10 know [19] 9/9 15/12 16/22 20/20 21/17 22/2 22/6 22/7 25/24 27/8 28/8 28/21 28/22 29/9 29/10 29/13 29/15 29/17 31/25 knowing [1] 29/5 knowledgeable [2] 2/22 24/3 known [3] 8/24 16/17 29/21	AA001279	0173	

<p>L</p> <p>land [1] 10/12</p> <p>language [1] 24/18</p> <p>large [1] 22/19</p> <p>LAS [2] 2/1 3/4</p> <p>last [1] 25/11</p> <p>late [6] 16/22 19/25 22/14 26/5 27/7 31/3</p> <p>later [1] 31/4</p> <p>law [17] 3/17 11/2 11/6 11/14 12/4 12/5 12/11 19/2 19/18 19/19 20/20 21/10 24/6 24/7 24/20 25/7 29/15</p> <p>laws [1] 24/10</p> <p>lawsuit [2] 19/11 30/13</p> <p>laying [1] 21/23</p> <p>least [2] 3/3 19/15</p> <p>LEE [15] 1/22 2/7 2/11 2/18 3/10 6/7 10/4 17/9 22/12 25/10 26/4 29/16 30/21 31/7 32/11</p> <p>left [1] 16/20</p> <p>legal [1] 21/1</p> <p>legally [1] 20/25</p> <p>let [2] 20/18 25/10</p> <p>let's [2] 2/17 28/23</p> <p>liability [2] 11/7 11/22</p> <p>license [1] 5/15</p> <p>licensed [2] 3/22 9/6</p> <p>licenses [1] 27/5</p> <p>lightly [1] 30/4</p> <p>like [15] 2/5 3/12 6/9 14/11 19/25 21/1 27/1 27/13 28/4 29/10 30/21 31/1 32/10 32/15 32/20</p> <p>limited [2] 5/9 5/10</p> <p>line [4] 2/22 9/17 27/20 32/20</p> <p>litigation [1] 23/9</p> <p>little [5] 10/4 10/5 14/11 14/17 16/22</p> <p>lived [1] 18/16</p> <p>living [1] 18/20</p> <p>LLC [1] 1/4</p> <p>local [1] 5/3</p> <p>long [3] 18/12 18/15 28/21</p> <p>long-term [1] 18/15</p> <p>look [10] 5/8 5/21 7/21 8/18 12/6 12/7 19/13 20/21 24/13 30/24</p> <p>looked [3] 5/23 9/3 14/19</p> <p>looking [3] 3/1 8/22 30/11</p> <p>looks [1] 28/4</p> <p>lot [1] 29/15</p> <p>louder [3] 14/11 15/7 15/8</p>	<p>making [1] 8/17</p> <p>management [1] 18/13</p> <p>manager [1] 5/16</p> <p>manner [1] 9/1</p> <p>many [8] 14/6 15/6 15/22 16/1 16/11 16/13 16/18 31/2</p> <p>MARCH [3] 1/12 2/1 23/2</p> <p>Marshal [1] 32/16</p> <p>material [10] 13/23 13/23 17/23 17/25 18/3 25/6 29/19 29/23 30/6 30/7</p> <p>materially [1] 8/24</p> <p>matter [4] 19/18 24/6 24/20 25/7</p> <p>may [3] 6/7 29/13 31/16</p> <p>McDonald [1] 11/20</p> <p>me [13] 2/12 2/15 10/22 10/24 10/25 15/8 17/11 20/18 28/7 30/9 31/13 31/15 31/20</p> <p>mean [5] 15/17 17/22 20/1 21/7 29/6</p> <p>mechanical [1] 4/3</p> <p>mention [1] 31/1</p> <p>mentioned [1] 19/24</p> <p>merely [1] 13/7</p> <p>merit [5] 8/2 8/20 18/7 23/5 24/4</p> <p>meritless [1] 13/8</p> <p>met [1] 18/25</p> <p>Miao [26] 2/22 3/2 3/20 4/24 5/13 5/22 7/9 7/22 8/20 9/12 10/22 18/2 18/7 18/18 18/21 19/4 19/8 19/12 19/25 19/25 23/5 23/21 24/3 24/9 26/13 26/15</p> <p>Miao's [5] 6/14 6/19 20/9 22/24 28/15</p> <p>MICHAEL [2] 1/22 2/7</p> <p>microphone [1] 14/13</p> <p>million [1] 13/13</p> <p>mind [1] 18/9</p> <p>misrepresentation [2] 11/15 11/16</p> <p>moisture [1] 9/21</p> <p>mold [3] 5/5 5/6 10/2</p> <p>moment [4] 20/18 25/10 28/7 30/10</p> <p>Monday [1] 26/16</p> <p>MONETARY [1] 1/14</p> <p>more [7] 8/23 19/2 20/7 26/14 28/17 28/20 30/16</p> <p>morning [1] 2/11</p> <p>most [3] 2/22 4/21 24/3</p> <p>motion [39]</p> <p>motions [2] 14/19 30/4</p> <p>move [3] 25/12 28/22 30/18</p> <p>moving [2] 23/8 27/23</p> <p>Mr [2] 14/7 26/4</p> <p>Mr. [63]</p> <p>Mr. Childs [2] 15/2 21/8</p>	<p>Mr. Day [20] 2/11 14/4 14/10 15/7 15/7 17/8 17/24 18/5 18/14 19/24 20/15 22/13 23/11 23/22 24/21 25/12 26/5 27/7 30/24 32/11</p> <p>Mr. Frank [1] 32/12</p> <p>Mr. Lee [12] 2/11 2/18 3/10 6/7 10/4 17/9 22/12 25/10 29/16 30/21 31/7 32/11</p> <p>Mr. Miao [23] 3/2 3/20 4/24 5/13 5/22 7/9 7/22 8/20 9/12 10/22 18/2 18/18 18/21 19/4 19/8 19/12 19/25 23/5 23/21 24/3 24/9 26/13 26/15</p> <p>Mr. Miao's [5] 6/14 6/19 20/9 22/24 28/15</p> <p>Ms. [1] 32/21</p> <p>Ms. Reid [1] 32/21</p> <p>must [3] 9/5 15/8 32/5</p> <p>mute [1] 32/10</p> <p>muted [1] 32/12</p> <p>my [13] 10/13 22/5 22/5 25/13 25/18 26/7 26/8 27/10 29/7 29/18 30/12 30/19 31/8</p>	<p>N</p> <p>need [4] 6/8 7/23 31/4 31/8</p> <p>needed [1] 23/19</p> <p>negligent [2] 11/15 11/15</p> <p>NEVADA [7] 1/2 2/1 3/17 3/22 11/3 12/2 24/7</p> <p>never [6] 4/17 4/24 5/16 12/22 19/18 23/3</p> <p>new [2] 18/6 23/14</p> <p>next [1] 32/15</p> <p>no [43]</p> <p>nonappearance [1] 26/21</p> <p>nondestructive [1] 3/25</p> <p>nondisclosed [1] 29/24</p> <p>nondisclosure [3] 9/8 11/7 11/23</p> <p>none [2] 14/24 22/14</p> <p>noninvasive [1] 3/25</p> <p>not [62]</p> <p>notable [1] 9/11</p> <p>Notably [1] 9/24</p> <p>note [2] 18/14 32/1</p> <p>noted [2] 4/5 8/15</p> <p>nothing [5] 8/10 20/7 21/3 21/20 24/19</p> <p>notice [2] 8/1 26/7</p> <p>noticed [1] 26/8</p> <p>novel [2] 17/24 18/1</p> <p>now [12] 2/3 5/13 6/14 10/13 12/6 13/12 13/18 15/14 23/21 25/4 29/15 32/14</p> <p>NRCP [3] 1/14 2/15 30/14</p>	<p>NRS [3] 11/10 12/9 12/15</p> <p>NRS 113.140 [1] 11/10</p> <p>NRS 645 [1] 12/15</p> <p>NRS Chapter 113 [1] 12/9</p> <p>numerous [3] 15/15 15/24 17/3</p>	<p>O</p> <p>observation [1] 11/25</p> <p>observing [1] 16/12</p> <p>obtain [1] 5/3</p> <p>obvious [5] 4/12 7/14 10/19 19/4 24/16</p> <p>obviously [1] 28/16</p> <p>October [3] 28/18 30/17 31/25</p> <p>off [3] 25/24 26/9 27/14</p> <p>offer [1] 8/17</p> <p>Oh [2] 3/13 32/19</p> <p>okay [24] 2/5 2/11 3/14 6/8 6/21 6/24 7/2 7/3 10/10 14/5 14/10 14/15 14/18 15/11 15/12 15/15 17/8 25/12 28/14 28/19 31/5 31/11 31/24 32/14</p> <p>old [4] 4/20 13/10 28/8 29/6</p> <p>omitted [1] 18/15</p> <p>omitting [2] 24/23 26/15</p> <p>on [36]</p> <p>one [16] 8/23 9/12 15/13 15/13 25/13 26/8 26/9 27/15 27/21 28/7 29/10 29/11 30/5 33/1 33/2 33/2</p> <p>only [9] 3/21 13/18 15/5 19/11 20/6 22/10 27/21 33/1 33/2</p> <p>oOo [1] 33/4</p> <p>open [5] 4/12 7/13 10/19 19/4 24/16</p> <p>operated [1] 18/12</p> <p>opportunity [5] 6/16 22/8 23/3 23/18 24/24</p> <p>oppose [2] 13/15 23/19</p> <p>opposing [1] 14/21</p> <p>opposition [11] 1/13 2/14 2/17 12/23 14/20 15/2 20/8 20/22 21/9 24/13 24/23</p> <p>or [35]</p> <p>order [2] 30/21 32/22</p> <p>ordered [3] 25/21 25/25 26/25</p> <p>orders [3] 31/3 31/3 31/9</p> <p>original [10] 6/6 13/16 20/4 20/10 20/11 20/12 21/20 21/22 21/25 22/10</p> <p>originally [2] 8/16 21/11</p> <p>other [10] 3/8 3/8 4/22 12/22 13/14 15/13 20/21 21/20 27/20 31/7</p>	<p>our [13] 2/20 2/25 6/14 7/8 7/10 7/10 7/12 7/15 13/5 13/15 17/24 22/24 27/1</p> <p>out [2] 25/2 32/7</p> <p>outlets [6] 4/8 4/8 9/11 9/11 9/13 19/9</p> <p>outlines [1] 9/7</p> <p>outstanding [1] 25/22</p> <p>over [4] 14/4 14/23 15/4 31/19</p> <p>overwhelming [1] 24/4</p> <p>owned [4] 7/19 7/19 18/9 18/23</p>	<p>P</p> <p>page [1] 2/4</p> <p>page 1-2 [1] 2/4</p> <p>pages [4] 14/22 14/23 15/3 15/4</p> <p>paragraph [6] 5/10 8/22 9/3 9/5 9/7 9/10</p> <p>paragraph 25 [1] 8/22</p> <p>paragraph 27 [1] 9/3</p> <p>Paragraph 29 [1] 9/5</p> <p>paragraph 31 [1] 9/7</p> <p>Paragraph 31A [1] 9/10</p> <p>paragraph 7D [1] 5/10</p> <p>part [1] 5/4</p> <p>partial [4] 1/16 2/13 13/24 19/16</p> <p>particular [2] 3/1 31/2</p> <p>parties [5] 1/10 8/5 32/21 32/23 32/23</p> <p>party [2] 8/9 14/21</p> <p>PDF [2] 32/22 33/2</p> <p>people [1] 17/14</p> <p>percent [1] 23/24</p> <p>period [2] 18/10 18/12</p> <p>perjury [1] 8/15</p> <p>permits [7] 4/19 5/2 5/3 7/22 7/23 9/6 9/25</p> <p>person [5] 2/21 15/13 18/19 24/3 32/11</p> <p>pertains [1] 22/22</p> <p>phone [1] 31/8</p> <p>phonetic [2] 11/25 32/21</p> <p>pickup [1] 26/20</p> <p>pictures [1] 7/5</p> <p>piece [1] 24/8</p> <p>place [1] 8/1</p> <p>placed [1] 16/6</p> <p>plain [1] 24/18</p> <p>plaintiff [40]</p> <p>plaintiff's [24] 2/16 2/21 2/25 6/4 6/5 7/4 7/13 7/18 8/13 10/18 12/8 13/7 15/16 15/20 16/25 17/3 18/22 20/8 21/11 24/14 26/16 29/8 29/20 30/15</p> <p>plaintiffs [6] 13/12 15/19 28/5 29/3 29/22 30/2</p> <p>plaster [1] 15/25</p> <p>pleadings [3] 17/19 17/21 27/13</p>
--	---	---	---	---	---	--	--

<p>P</p> <p>please [18] 2/6 2/18 3/12 6/7 6/10 6/23 10/4 10/6 14/11 15/7 15/8 17/9 17/10 17/14 31/5 32/4 32/10 32/15</p> <p>plenty [1] 28/20</p> <p>plumbing [2] 4/4 9/15</p> <p>point [2] 22/5 25/13</p> <p>portion [1] 22/19</p> <p>position [1] 15/20</p> <p>potential [4] 4/9 5/5 5/11 8/4</p> <p>preclude [1] 17/4</p> <p>precluded [1] 16/12</p> <p>prefer [1] 31/9</p> <p>premises [1] 16/13</p> <p>prepare [1] 30/21</p> <p>prepared [2] 21/6 21/9</p> <p>present [3] 19/18 21/19 22/3</p> <p>presentation [3] 10/13 17/1 21/24</p> <p>presented [3] 22/4 22/9 27/8</p> <p>preventing [1] 21/3</p> <p>price [1] 13/12</p> <p>primarily [1] 16/24</p> <p>primary [1] 16/7</p> <p>prior [16] 3/20 4/6 4/12 4/14 4/15 5/4 7/19 10/18 11/9 11/19 16/17 16/19 18/10 18/16 26/6 26/13</p> <p>problems [4] 15/24 16/11 16/13 16/19</p> <p>procedural [1] 23/13</p> <p>proceedings [3] 1/8 33/3 33/6</p> <p>process [6] 3/1 8/11 13/2 13/5 13/9 13/21</p> <p>produced [3] 22/18 22/20 25/25</p> <p>professional [6] 5/7 5/14 5/15 5/17 5/21 10/19</p> <p>professionals [1] 3/22</p> <p>prohibited [1] 21/2</p> <p>project [1] 5/16</p> <p>properly [3] 26/7 26/10 28/23</p> <p>properties [3] 3/4 3/8 29/9</p> <p>property [38]</p> <p>proposed [1] 31/3</p> <p>proposition [1] 21/7</p> <p>protect [2] 3/18 11/12</p> <p>provide [1] 21/8</p> <p>provided [1] 23/4</p> <p>provides [2] 11/3 11/10</p> <p>providing [1] 24/14</p> <p>purchase [21] 3/6 3/20 4/7 4/12 4/14 4/15 4/21 5/4 5/8 10/18 11/9 12/3 13/12 16/6 16/17 16/19 19/3 24/17 27/14 29/8 30/11</p>	<p>purchased [8] 3/3 11/23 13/11 15/21 15/22 16/3 27/22 29/9</p> <p>purchasing [6] 3/8 9/13 18/16 28/9 29/6 29/11</p> <p>purpose [2] 13/18 19/11</p> <p>pursuant [2] 2/15 31/3</p> <p>put [1] 27/1</p> <hr/> <p>Q</p> <p>questions [5] 14/3 14/5 17/6 19/21 19/23</p> <p>quickly [4] 6/25 15/13 17/11 25/12</p> <p>quite [1] 29/9</p> <p>quote [3] 3/21 3/23 7/13</p> <hr/> <p>R</p> <p>Ragsdale [1] 32/16</p> <p>raise [1] 25/2</p> <p>rather [1] 17/18</p> <p>re [1] 23/13</p> <p>re-examine [1] 23/13</p> <p>reach [1] 11/24</p> <p>read [1] 6/17</p> <p>reading [3] 6/8 21/2 21/15</p> <p>reads [1] 8/22</p> <p>ready [1] 27/10</p> <p>real [2] 4/13 28/3</p> <p>really [5] 14/12 17/13 30/7 31/3 31/18</p> <p>realtors [1] 18/13</p> <p>reason [3] 10/13 14/12 30/2</p> <p>reasonable [4] 10/19 11/12 19/3 24/11</p> <p>reasonably [1] 11/20</p> <p>received [1] 4/13</p> <p>receiving [1] 31/3</p> <p>recognized [1] 7/17</p> <p>recommended [1] 3/21</p> <p>record [3] 2/6 6/22 6/24</p> <p>recovery [1] 12/8</p> <p>references [2] 6/13 28/17</p> <p>referencing [1] 6/16</p> <p>referred [1] 27/18</p> <p>refused [2] 28/5 29/5</p> <p>refutes [1] 30/6</p> <p>Reid [1] 32/21</p> <p>related [20] 1/10 2/25 3/9 3/16 5/15 7/21 8/9 13/19 13/20 13/24 19/6 19/8 19/10 22/17 24/7 24/8 24/10 24/15 27/3 27/8</p> <p>relates [2] 9/15 23/25</p> <p>relevant [1] 23/24</p> <p>relied [2] 16/24 20/13</p> <p>relies [1] 5/19</p> <p>relieve [1] 24/19</p> <p>removed [1] 16/7</p> <p>render [1] 22/1</p> <p>repair [2] 8/12 8/14</p>	<p>repairs [1] 8/2</p> <p>repercussions [1] 29/13</p> <p>reply [14] 14/20 16/22 20/5 20/7 20/7 20/19 20/24 21/2 21/8 22/6 22/10 22/23 22/24 24/23</p> <p>report [3] 7/4 7/6 7/18</p> <p>REPORTING [1] 1/25</p> <p>reports [1] 16/1</p> <p>represented [1] 31/17</p> <p>request [3] 10/24 13/15 30/15</p> <p>requested [1] 9/12</p> <p>requests [1] 12/23</p> <p>requirement [2] 3/17 5/6</p> <p>research [1] 21/13</p> <p>resided [1] 4/17</p> <p>residential [6] 3/6 5/8 27/15 27/21 27/24 30/11</p> <p>resides [1] 18/17</p> <p>respect [6] 16/21 17/5 27/14 28/24 29/19 32/5</p> <p>respond [6] 21/8 22/8 23/3 23/17 24/24 25/21</p> <p>responded [2] 25/19 25/23</p> <p>response [1] 20/8</p> <p>responses [1] 27/1</p> <p>rest [1] 19/22</p> <p>retain [1] 3/22</p> <p>retained [1] 5/25</p> <p>retaliatory [1] 13/19</p> <p>reveal [1] 16/7</p> <p>review [4] 6/17 21/4 28/6 29/7</p> <p>reviewed [4] 6/9 6/20 21/1 27/12</p> <p>reviewing [1] 21/4</p> <p>Revised [1] 11/3</p> <p>RICO [3] 8/9 12/24 13/14</p> <p>right [8] 2/12 6/14 6/19 17/12 21/5 27/10 27/12 27/21</p> <p>risk [1] 5/7</p> <p>roof [3] 4/3 7/16 10/1</p> <p>rule [4] 11/22 29/1 30/15 31/10</p> <p>Rule 11 [1] 29/1</p> <hr/> <p>S</p> <p>safe [1] 32/7</p> <p>sagging [1] 7/16</p> <p>sale [1] 8/10</p> <p>same [4] 6/2 6/4 6/5 7/9</p> <p>sanctions [2] 1/14 29/1</p> <p>say [2] 23/2 25/11</p> <p>saying [3] 22/16 26/13 27/21</p> <p>says [2] 20/20 31/10</p> <p>scheduled [1] 26/10</p> <p>second [5] 8/18 8/19 10/15 26/11 32/2</p> <p>Secondly [1] 28/3</p>	<p>Section [1] 27/18</p> <p>Section 7 [1] 27/18</p> <p>see [3] 22/6 28/23 29/2</p> <p>seen [2] 16/1 30/5</p> <p>self [1] 22/21</p> <p>self-authenticating [1] 22/21</p> <p>seller [6] 3/21 4/16 4/25 7/23 11/4 28/11</p> <p>seller's [3] 4/13 9/3 11/10</p> <p>sellers [2] 9/12 28/3</p> <p>selling [1] 18/11</p> <p>send [1] 33/1</p> <p>sense [1] 29/12</p> <p>sent [2] 26/13 32/20</p> <p>September [2] 27/16 27/25</p> <p>session [1] 2/4</p> <p>set [2] 23/7 26/16</p> <p>settle [1] 8/16</p> <p>settlement [3] 1/18 13/16 32/18</p> <p>several [1] 2/23</p> <p>sewer [1] 9/17</p> <p>short [1] 18/10</p> <p>should [14] 5/2 16/9 16/15 16/16 16/17 16/20 18/2 19/14 20/4 20/7 20/9 24/5 29/10 29/13</p> <p>show [3] 18/25 26/20 29/25</p> <p>shown [1] 19/4</p> <p>shows [2] 27/16 28/1</p> <p>sic [1] 15/19</p> <p>signed [1] 30/12</p> <p>similar [1] 3/7</p> <p>simply [5] 20/13 23/14 26/6 26/22 27/9</p> <p>Sir [2] 31/22 31/22</p> <p>slash [2] 10/2 10/12</p> <p>slow [1] 17/11</p> <p>slower [6] 3/12 6/8 6/10 10/4 10/5 17/15</p> <p>smoke [1] 9/20</p> <p>so [34]</p> <p>some [4] 4/5 14/11 21/12 25/2</p> <p>someone [1] 28/6</p> <p>something [3] 20/25 21/2 25/12</p> <p>somewhat [3] 13/22 17/23 18/1</p> <p>sooner [1] 31/9</p> <p>sophisticated [2] 3/3 29/12</p> <p>sorry [5] 7/1 10/7 15/11 31/16 31/21</p> <p>sought [1] 19/7</p> <p>speak [10] 3/12 6/8 6/10 14/11 15/7 15/8 17/14 25/11 31/17 32/4</p> <p>speaking [7] 15/13 17/11 19/24 30/10 31/7 31/8 32/11</p> <p>specific [1] 28/10</p> <p>specified [14] 3/5 3/7 3/15 3/16 3/24 4/11</p>	<p>4/13 4/25 7/3 7/24 8/4 8/7 18/18 19/8</p> <p>specifies [1] 11/6</p> <p>specifying [1] 10/22</p> <p>Springs [1] 11/6</p> <p>stand [1] 17/7</p> <p>start [5] 2/18 3/1 14/10 17/11 27/14</p> <p>started [3] 10/13 16/5 28/21</p> <p>starts [1] 31/6</p> <p>status [1] 32/17</p> <p>Statute [1] 11/3</p> <p>statutes [2] 24/10 24/19</p> <p>STEVEN [3] 1/20 2/9 14/8</p> <p>still [9] 11/12 18/20 25/6 25/16 25/19 25/22 26/1 28/5 32/20</p> <p>strongly [1] 28/12</p> <p>structural [1] 9/23</p> <p>structure [2] 4/2 16/9</p> <p>subject [1] 8/25</p> <p>submit [4] 21/13 31/10 32/22 32/25</p> <p>submitted [1] 17/7</p> <p>subpoena [2] 26/19 26/19</p> <p>substantial [2] 23/17 23/18</p> <p>such [2] 8/5 11/24</p> <p>suggest [1] 15/5</p> <p>suggesting [2] 21/7 21/10</p> <p>suitable [1] 11/18</p> <p>summary [45]</p> <p>supervise [1] 12/16</p> <p>supplement [9] 2/20 2/23 6/14 6/17 22/22 22/23 23/16 24/23 24/25</p> <p>supplemental [2] 21/13 23/4</p> <p>supplemented [1] 23/1</p> <p>support [2] 20/3 22/19</p> <p>supported [1] 14/24</p> <p>supporting [1] 15/4</p> <p>Supreme [1] 12/2</p> <p>sure [5] 28/12 30/24 31/5 32/21 32/23</p> <p>surprise [1] 31/23</p> <p>systems [8] 4/3 4/3 4/18 4/18 9/10 9/16 9/18 9/19</p> <hr/> <p>T</p> <p>tactics [1] 23/9</p> <p>take [4] 25/14 26/12 30/4 30/24</p> <p>talking [2] 10/13 20/19</p> <p>teeny [1] 10/5</p> <p>tell [1] 32/21</p> <p>tenant [1] 18/15</p> <p>tenants [2] 8/1 8/6</p> <p>term [1] 18/15</p> <p>terms [8] 2/23 3/5 3/9 3/15 10/21 11/2 17/21 19/2</p>
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<p>T</p> <p>testified [1] 3/20</p> <p>testimony [13] 14/24 16/23 20/12 21/19 21/22 22/6 22/8 22/8 22/16 23/4 23/24 24/2 25/1</p> <p>testing [1] 6/1</p> <p>than [4] 4/22 20/7 21/21 31/4</p> <p>Thank [7] 2/19 3/14 6/12 14/15 17/8 17/10 25/8</p> <p>that [242]</p> <p>that's [16] 3/14 7/2 11/20 15/10 16/15 16/22 20/6 21/2 25/25 30/7 30/19 30/19 30/19 31/11 31/11 31/11</p> <p>their [18] 8/13 11/14 13/2 15/21 20/3 20/5 20/6 20/7 21/8 21/15 21/20 21/22 21/24 21/25 22/3 22/9 22/10 22/10</p> <p>them [6] 5/18 10/20 31/9 31/10 32/22 32/25</p> <p>themselves [1] 11/13</p> <p>then [13] 9/7 10/3 10/14 14/1 18/11 18/11 20/23 23/1 25/12 26/19 30/8 30/11 31/11</p> <p>there [43]</p> <p>there's [19] 8/7 8/20 10/16 13/3 13/13 13/23 17/23 18/7 18/15 20/21 20/22 21/3 21/16 25/25 28/20 29/19 30/6 30/18 32/17</p> <p>thereafter [1] 18/24</p> <p>these [12] 4/11 4/24 5/1 6/13 7/24 10/16 10/17 12/23 16/12 19/15 19/17 28/22</p> <p>they [36]</p> <p>they'd [1] 22/21</p> <p>they're [4] 9/8 21/18 22/1 28/9</p> <p>they've [2] 29/4 29/9</p> <p>think [2] 29/16 30/18</p> <p>third [1] 8/4</p> <p>this [69]</p> <p>thorough [2] 17/19 17/21</p> <p>thoroughly [3] 17/18 17/22 29/25</p> <p>those [15] 12/23 13/14 16/19 20/16 21/21 21/23 21/24 24/10 24/10 24/21 25/5 26/25 27/4 27/5 30/1</p> <p>though [1] 17/18</p> <p>throughout [2] 11/3 28/2</p> <p>THURSDAY [1] 1/12</p> <p>tile [1] 16/5</p> <p>tiles [1] 4/10</p> <p>time [17] 4/2 4/5 4/21</p>	<p>9/13 13/11 14/5 18/10 18/12 18/17 19/3 21/25 23/12 24/11 24/17 26/17 26/18 28/21</p> <p>TKNR [4] 1/7 4/16 7/19 8/23</p> <p>today [2] 2/22 23/2</p> <p>told [1] 26/19</p> <p>too [4] 5/18 15/13 17/11 17/24</p> <p>took [2] 22/25 31/19</p> <p>top [1] 23/8</p> <p>training [1] 12/16</p> <p>TRAN [1] 1/1</p> <p>transcribed [2] 1/25 33/6</p> <p>Transcriber [1] 33/10</p> <p>TRANSCRIPT [1] 1/8</p> <p>translator [1] 26/9</p> <p>trial [1] 21/25</p> <p>tries [2] 24/22 25/2</p> <p>triplex [4] 15/19 15/25 16/12 16/19</p> <p>troubling [1] 19/2</p> <p>true [2] 9/2 23/14</p> <p>truly [1] 33/5</p> <p>try [6] 8/16 17/12 17/14 23/9 23/13 23/17</p> <p>trying [2] 23/8 23/22</p> <p>turn [2] 8/18 14/4</p> <p>Twenty [1] 32/2</p> <p>Twenty-second [1] 32/2</p> <p>twice [1] 32/25</p> <p>two [2] 26/8 33/1</p> <p>type [2] 6/2 27/4</p> <p>U</p> <p>uncovered [1] 10/20</p> <p>under [8] 3/17 5/10 11/6 12/8 12/15 24/18 29/20 30/14</p> <p>underlining [11] 3/5 5/18 6/18 7/21 10/14 12/6 19/2 19/8 23/16 27/3 27/6</p> <p>underlying [5] 3/19 19/12 23/25 24/5 26/7</p> <p>understand [3] 20/1 29/10 29/11</p> <p>understandable [1] 3/7</p> <p>understanding [2] 25/14 25/18</p> <p>understood [1] 5/6</p> <p>undisputed [17] 2/24 8/20 9/2 10/14 13/6 13/10 13/25 18/21 19/14 19/16 19/17 23/23 24/2 24/4 24/21 24/25 24/25</p> <p>unhappy [1] 18/19</p> <p>unjust [1] 11/16</p> <p>unless [3] 14/3 17/6 19/21</p> <p>unopposed [2] 13/25 19/6</p> <p>unquote [1] 7/13</p> <p>until [2] 16/3 22/5</p>	<p>up [7] 4/6 4/24 5/1 15/24 16/5 16/11 16/18</p> <p>upon [5] 5/19 16/13 16/24 20/13 24/22</p> <p>us [2] 13/20 27/1</p> <p>use [3] 5/18 8/25 20/8</p> <p>used [1] 3/8</p> <p>usually [1] 20/21</p> <p>utilizing [1] 18/12</p> <p>V</p> <p>value [1] 8/25</p> <p>various [1] 15/18</p> <p>VEGAS [2] 2/1 3/4</p> <p>vent [1] 4/4</p> <p>venting [1] 9/21</p> <p>very [7] 2/5 17/18 17/21 18/19 19/19 24/7 30/21</p> <p>video [4] 6/22 8/5 23/17 33/6</p> <p>view [2] 29/18 30/12</p> <p>visible [1] 4/10</p> <p>W</p> <p>wait [1] 32/19</p> <p>waived [2] 27/22 29/4</p> <p>waiver [1] 28/17</p> <p>waives [1] 11/14</p> <p>wallcoverings [1] 15/25</p> <p>walls [1] 16/2</p> <p>want [7] 10/23 23/21 25/11 28/8 28/13 32/4 32/18</p> <p>wants [1] 21/4</p> <p>warranted [1] 13/4</p> <p>warranty [1] 11/11</p> <p>was [60]</p> <p>wasn't [4] 22/16 23/10 26/11 27/14</p> <p>water [1] 9/21</p> <p>we [44]</p> <p>we'll [2] 17/6 18/14</p> <p>we're [8] 2/4 17/17 24/1 32/3 32/3 32/3 32/6 32/14</p> <p>well [12] 6/17 14/12 14/18 15/4 17/13 20/2 21/3 22/19 24/21 25/18 32/5 32/8</p> <p>went [1] 10/14</p> <p>were [34]</p> <p>what [15] 3/19 5/22 15/14 16/7 16/16 16/17 18/9 18/14 18/23 18/24 20/1 25/3 26/15 26/24 29/13</p> <p>what's [2] 9/11 19/1</p> <p>whatever [1] 21/4</p> <p>whatsoever [1] 14/25</p> <p>when [24] 3/1 5/8 5/23 7/18 7/19 7/21 8/18 9/13 11/16 11/23 11/23 12/6 15/20 15/23 16/5 16/6 18/23 19/24 20/18 23/6 24/13 28/18 29/4 30/11</p> <p>whenever [1] 14/20</p>	<p>where [5] 8/15 11/7 13/15 14/21 31/25</p> <p>whereas [1] 24/21</p> <p>which [18] 4/1 6/14 6/15 8/2 8/9 11/2 14/24 15/3 15/4 16/6 16/12 17/4 19/9 20/14 22/25 23/20 25/22 30/1</p> <p>while [10] 7/19 18/5 22/13 23/11 25/2 25/24 26/5 27/7 27/14 27/24</p> <p>who [8] 2/22 3/3 4/16 9/12 18/16 25/15 25/21 32/11</p> <p>Who's [1] 31/14</p> <p>why [3] 2/18 2/24 30/2</p> <p>will [7] 6/7 14/12 14/14 25/11 27/5 29/1 30/13</p> <p>Williams [1] 33/10</p> <p>within [4] 11/24 16/2 19/17 31/9</p> <p>without [7] 4/19 9/25 11/1 18/7 23/5 24/1 28/16</p> <p>WLAB [1] 1/4</p> <p>word [3] 25/11 32/22 33/2</p> <p>words [2] 20/21 27/20</p> <p>work [4] 4/19 4/21 7/22 9/5</p> <p>worry [1] 10/8</p> <p>would [13] 6/9 11/17 14/1 15/4 17/4 19/3 21/24 24/19 25/3 25/6 26/18 26/25 31/15</p> <p>would've [3] 6/1 8/12 15/19</p> <p>written [2] 25/18 25/22</p> <p>wrote [2] 10/22 10/24</p> <p>X</p> <p>XIV [1] 1/6</p> <p>Y</p> <p>Yeah [5] 7/1 10/9 10/11 14/17 22/13</p> <p>year [3] 13/10 28/8 29/6</p> <p>years [1] 4/20</p> <p>yes [8] 3/11 6/11 10/7 14/17 17/10 17/13 17/16 31/14</p> <p>yesterday [2] 14/19 14/20</p> <p>yet [1] 22/1</p> <p>you [61]</p> <p>you're [7] 15/14 20/19 30/11 31/10 31/17 32/7 32/20</p> <p>you've [2] 6/16 17/12</p> <p>your [16] 2/4 2/5 2/19 6/9 6/11 7/1 10/7 14/8 14/12 17/10 20/2 25/9 30/22 31/17 32/7 32/12</p> <p>yourself [1] 17/13</p>	<p>0176</p>
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EXHIBIT K

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

Invoice

Bill To:
Investpro
Kenny Zhong Lin

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

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

Total

Payments/Credits

Balance Due

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

Invoice

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Investpro
Kenny Zhong Lin

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

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

Total

Payments/Credits

Balance Due

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

Invoice

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Investpro
Kenny Zhong Lin

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

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

Michael B. Lee, P.C.1820 E. Sahara Avenue, Suite 110
Las Vegas, NV 89104**Invoice****Invoice #:** 1628**Invoice Date:** 12/4/2020**Due Date:** 12/4/2020**Project:** WLAB Invest...**P.O. Number:****Bill To:**Investpro
Kenny Zhong Lin

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

Total**Payments/Credits****Balance Due**

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

Invoice

Bill To:
Investpro
Kenny Zhong Lin

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

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

Total

Payments/Credits

Balance Due

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

Invoice

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

Bill To:
 Investpro
 Kenny Zhong Lin

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

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

Invoice

Bill To:
Investpro
Kenny Zhong Lin

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

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

Total

Payments/Credits

Balance Due

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

Invoice

Bill To:
Investpro
Kenny Zhong Lin

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

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

Michael B. Lee, P.C.

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

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

Investpro
Kenny Zhong Lin

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

Total**Payments/Credits****Balance Due**

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

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

Total

Payments/Credits

Balance Due

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

Invoice

Bill To:
Investpro
Kenny Zhong Lin

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

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

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

Invoice

Bill To:
 Investpro
 Kenny Zhong Lin

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

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

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

Invoice

Bill To:
Investpro
Kenny Zhong Lin

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

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

Total

Payments/Credits

Balance Due

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

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

Total

Payments/Credits

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

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

Serviced	Description	Hours	Rate	Amount
4/6/2021	Review and Respond to email from OC re: request to withdraw OSC against him	0.5	425	212.5
4/6/2021	Review Invoices and other documents in prep for Aff. in support of Att. Fees	1	425	425
4/6/2021	Draft affidavit in Support of Attorneys' Fees	4	425	1700
4/8/2021	Review and Run Comparison for Amended Order	1	425	425
4/8/2021	Review and Respond to multiple emails from court re: OSC and amended order	0.5	425	212.5
4/28/2021	Review Case Appeal statement and notice of appeal	0.2	425	85
4/28/2021	Review motion for reconsideration in prep to draft Opposition	1	425	425
4/28/2021	Review case law and authority in preparation to draft Opposition	1	425	425
4/28/2021	Review Order granting summary judgment in prep to draft opposition	1	425	425
4/29/2021	Draft Opposition to Motion for Reconsideration	5	425	2125
4/29/2021	Draft Declaration of K. Lin in support of Opposition	1	425	425
4/29/2021	Draft Errata to MSJ and Declaration for K. Lin to Authenticate Documents	1	425	425
5/3/2021	Review notice to pay filing fees	0.1	425	42.5
5/4/2021	Review notice of referral to mediation program	0.1	425	42.5
5/5/2021	Review notice of appointment of settlement judge	0.1	425	42.5
5/5/2021	Review information about settlement judge	0.2	425	85
5/6/2021	Review and Respond to multiple emails from settlement judge and OC	0.5	425	212.5
5/9/2021	Review correspondence from settlement judgment re: pre-mediation conference	0.1	425	42.5
5/11/2022	Review notice of receipt of filing fee	0.1	425	42.5
5/17/2021	Attend pre-settlement conference mediation	0.5	425	212.5
5/18/2021	Review pleadings in preparation for the hearing	1	425	425
5/18/2021	Review Minute Order re Motion for Reconsideration	0.2	425	85
5/19/2021	Draft Proposed Order re Motion for Reconsideration	1.25	425	531.25
5/21/2021	Review Docketing Statement	0.3	425	127.5
5/24/2021	Telephone Call with OC re: potential resolution	0.2	425	85
5/24/2021	Review and Respond multiple emails from OC re: Potential resolution	0.5	425	212.5
5/25/2021	Prepare NEOJ	0.2	425	85
5/26/2021	Review County Recorder and Assessor pages for WLAB Properties	0.5	425	212.5
5/28/2021	Review Order Directing Answer to Day Writ Petition	0.1	425	42.5
6/3/2021	Review Notice of Withdrawal of Writ	0.2	425	85
6/7/2021	Draft Declaration in support of recording judgment	1	425	425
6/7/2021	Review Childs Motion for Stay in Prep to Draft Opposition	0.3	425	127.5
6/7/2021	Review NRAP, stay bonds, and other authority in prep for to Draft Opposition	1	425	425
6/7/2021	Review Pleadings and Order re: Childs Liability and notice in Prep to Draft Opp.	0.5	425	212.5
6/7/2021	Draft Opposition to Childs Motion to Stay	4	425	1700
6/7/2021	Format/Finalize Opposition to Childs Motion to Stay	1	425	425
6/8/2021	Review Order Dismissing Day Writ	0.6	425	255
6/8/2021	Draft Email to Childs re: declaration to record judgment	0.1	425	42.5
6/9/2021	Review Childs Reply brief to motion to stay	0.2	425	85
6/9/2021	Review Notice of Appeal and Case Appeal Statement for Second Appeal	0.3	425	127.5
6/15/2021	Review referral to settlement program	0.1	425	42.5
6/15/2021	Review email from OC re: settlement offer	0.1	425	42.5
6/21/2021	Review Motion to stay in prep to Draft Opposition	0.5	425	212.5
6/21/2021	Review procedural rules and other standards in prep to draft Opposition	0.5	425	212.5
6/21/2021	Review pleadings, orders, and other documents in prep to draft Opposition	1	425	425
6/21/2021	Draft Opposition to Motion for Stay	3	425	1275
6/23/2021	Review Reply Brief to Opposition to Motion for Stay	0.2	425	85
6/23/2021	Review Emergency Motion for Stay	0.2	425	85
6/23/2021	Draft Opp to Emergency Motion for Stay	2	425	850
6/24/2021	Telephone call with Supreme Court clerk re: stay	0.2	425	85
6/24/2021	Review Order Granting Stay	0.2	425	85
6/24/2021	Review and respond to multiple emails from B. Childs re: recorded judgments	0.3	425	127.5
6/24/2021	Review Briefs related to motion to stay and attend hearing	1	425	425
7/14/2021	Review / Respond to multiple e-mails from Mediator re: Sup. Ct. mediation	0.3	425	127.5
7/14/2021	Review all pleadings and other documents in prep for Appendix	3	425	1275
7/14/2021	Review Petitioner Childs writ petition in preparation to Draft Answering Brief	0.5	425	212.5
7/15/2021	Review all pleadings and other documents in prep for Appendix	3	425	1275
7/16/2021	Review all pleadings and other documents in prep for Appendix	3	425	1275
7/16/2021	Prepare Appendix, index, and other identifiers	4	425	1700

7/17/2021	Prepare Appendix, index, and other identifiers	4	425	1700
7/18/2021	Review case law and authority in support of Answering Brief	2	425	850
7/18/2021	Draft answering Brief	6	425	2550
7/19/2021	Continue Drafting Answering Brief	6	425	2550
7/20/2021	Review / Finalize Answering Brief	6	425	2550
7/20/2021	Review and Revise Appendix	2	425	850
7/21/2021	Mediation Telephone Call	0.5	425	212.5
7/22/2021	Draft email to Mediator re: availability for settlement conference	0.1	425	42.5
7/22/2021	Draft lengthy e-mail to Mediator re: materials for review for mediation	1	425	425
7/23/2021	Review and Respond to emails from Mediator re: availability for settlement	0.5	425	212.5
7/27/2021	Review Reply to Opposition to Writ	0.5	425	212.5
7/27/2021	Review Notice of Early Case Assessment for Settlement Program	0.1	425	42.5
7/27/2021	Review Motion to Strick Appendix	0.2	425	85
7/30/2021	Review procedural rules and other standards in prep to draft Opposition	0.5	425	212.5
7/30/2021	Review Motion, Appendix, and other Documents to Draft Opposition	3	425	1275
7/30/2021	Draft Opposition to Motion to Strike Appendix	1	425	425
8/16/2021	Review Order Denying Motion to Strike Appendix	0.1	425	42.5
8/19/2021	Review updated mediation information	0.1	425	42.5
8/23/2021	telephone call with mediator re: mediation	0.75	425	318.75
8/23/2021	Review documents in preparation for mediation	1	425	425
8/24/2021	Attend mediation	3.7	425	1572.5
8/24/2021	Draft Email to OC re: Appendix	0.1	425	42.5
8/31/2021	Review notice of no transcript ordered	0.1	425	42.5
8/31/2021	Review order re: Briefing Schedule	0.2	425	85
10/19/2021	Review Decision on Childs Writ	0.2	425	85
10/25/2021	Review Notice of Reassignment	0.1	425	42.5
11/3/2021	Review Notice of Petitioner's compliance	0.1	425	42.5
11/4/2021	Review email from B. Childs re: Proposed Order in compliance with Writ decision	0.2	425	85
11/17/2021	Review Childs' Status report and brief	0.3	425	127.5
11/17/2021	Review Pleadings and other information in preparation to draft status report	1	425	425
11/17/2021	Draft Status Report	1.25	425	531.25
11/18/2021	Attend Status Check re: Remittur	1.5	425	637.5
11/19/2021	Draft email to B. Childs re: proposed revised order	0.1	425	42.5
11/23/2021	Revise Order consistent with Sup. Ct. Writ Decision	0.5	425	212.5
11/29/2021	Review and Respond to multiple emails from B. Childs re: revised order	0.5	425	212.5
11/30/2021	Review and Respond to multiple emails from B. Childs re: revised order	0.5	425	212.5
11/30/2021	Attempted phone calls to B. Childs re: revised order	0.2	425	85
12/1/2021	Review and respond to multiple emails from B. Childs re: revised Order	0.5	425	212.5
12/8/2021	Review case law and authority in prep to draft Motion for Reconsideration	1	425	425
12/8/2021	Review procedural history in prep to Draft Motion for Reconsideration	1	425	425
12/8/2021	Draft Motion for Reconsideration	5	425	2125
12/9/2021	Review Notice of Hearings	0.2	425	85
12/15/2021	Review Opening Brief and citation to Appendix in prep to draft Answering brief	2	425	850
12/15/2021	Review case law and authority related to assertions made Appellate's brief	2	425	850
12/15/2021	Review file in prep to provide appendix for Respondent's Answering Brief	1	425	425
12/16/2021	Draft Statement of Issues and Case, with citations, for Respondents' Brief	1	425	425
12/16/2021	Draft Statement of Facts with citations to Appendix for Respondents' brief	4	425	1700
12/17/2021	Draft Standard of Review, Legal Standards for Answering Brief	1	425	425
12/20/2021	Draft Argument Section for Respondent's Answering Brief	4	425	1700
12/21/2021	Draft Table of Contents and Authorities for Respondents' Answering Brief	2	425	850
12/21/2021	Revise/Finalize Respondent's Answering Brief and draft required certifications	2	425	850
12/21/2021	Review Order Granting Reconsideration	0.3	425	127.5
12/21/2021	Draft NEOJ	0.2	425	85
12/21/2021	Draft e-mail to OC re: bond and motion	0.2	425	85
1/7/2022	Review Motion to Stay Case	0.3	425	127.5
1/7/2022	Review Case Law and authority in prep to draft Opposition	0.3	425	127.5
1/7/2022	Review pleadings, orders, etc. in prep to draft opposition	1	425	425
1/7/2022	Draft Opposition to Motion for Stay	5	425	2125
1/19/2022	Review and Respond to email from Dept. 30 re: moving of stay motion	0.2	425	85
1/21/2022	Review Order re: Stay and Bond	0.2	425	85

1/23/2022 Prepare Recorded Judgment	1	425	425
1/24/2022 Draft Email to OC re: Bond for stay	0.1	425	42.5
1/24/2022 Review and respond to email from OC re: bond	0.3	425	127.5
1/31/2022 Draft Email to OC re: status on bond	0.1	425	42.5
2/10/2022 Draft Email to OC re: Bond	0.1	425	42.5
2/10/2022 Review and Respond to multiple emails from OC re: bond	0.3	425	127.5
2/10/2022 Telephone call with OC re: Bond	0.2	425	85
2/15/2022 Draft email to OC re stay	0.2	425	85
2/18/2022 Draft email to OC re status	0.1	425	42.5
2/21/2022 Review and Respond to email from OC re: stipulation related to stay	0.2	425	85
2/21/2022 draft stipulation related to stay	0.75	425	318.75
2/22/2022 Review and Respond to email from OC re: stipulation for stay	0.3	425	127.5
2/23/2022 Format and Finalize SAO	0.2	425	85
2/24/2022 Prepare NEOJ	0.2	425	85
3/2/2022 Draft email to OC re: security bond deposit	0.1	425	42.5
4/4/2022 Draft email to OC re: appellate bond	0.1	425	42.5
4/8/2022 Review and Respond to email from OC re: appellate bond	0.2	425	85
5/2/2022 Draft Email to OC re: status on bond	0.1	425	42.5
5/4/2022 Review and Respond to email from OC re: status on bond	0.2	425	85
6/1/2022 Review Order extending time period for petition for rehearings	0.1	425	42.5
6/14/2022 Review and Respond to email from OC re: release of security bond	0.2	425	85
6/16/2022 Review and Respond to email from OC re: release of security bond	0.2	425	85
6/16/2022 Review proposed stipulation and approve	0.2	425	85
6/30/2022 Review Order denying petition for rehearing	0.1	425	42.5

TOTAL **\$60,052.50**

EXHIBIT L

A-18-780627-B

**DISTRICT COURT
CLARK COUNTY, NEVADA**

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

COURT MINUTES

April 02, 2021

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

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

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

COURT CLERK: Carina Bracamontez-Munguia/cbm

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

JOURNAL ENTRIES

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

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

PRINT DATE: 04/02/2021

Page 1 of 1

Minutes Date: April 02, 2021

AA001303

0197

EXHIBIT M

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

Burdick Law, PLLC

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

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

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

Time Entries

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

AA001305

0199

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

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

Expenses

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

Expense To a : **\$247.50**

Adjustments

AA001306

0200

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

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

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

EXHIBIT N

ATTORNEY FEE AGREEMENT

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

GENERAL PROVISIONS

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

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

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

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

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

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

FEES

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

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

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

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

Initial EQM

WLAB v. TKNR Page 1 of 2
Case # A-18-785917-C

WLAB written discovery responses 2/16/2021

AA001309

Page 14 of 39

0203

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

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



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

_____ BENJAMIN B. CHILDS, ESQ.

_____ (ATTORNEY)

EXHIBIT O

[Skip to Main Content](#) [Logout My Account](#) [Search Menu](#) [New District Civil/Criminal](#)
[Search Refine Search Close](#)

Location : [District Court Civil/Criminal](#) [Help](#)

REGISTER OF ACTIONS

CASE No. A-18-785917-C

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

Case Type: **Other Real Property**

Date Filed: **12/11/2018**

Location: **Department 7**

Cross-Reference Case Number: **A785917**

Supreme Court No.: **82835**

83051

PARTY INFORMATION

		Lead Attorneys
Arbitrator	Savage, John J.	
Defendant	Chen, Liwe Helen <i>Also Known As</i> Chen, Helen	Michael B. Lee <i>Retained</i> 702-477-7030(W)
Defendant	Cheng, Man Chau	Michael B. Lee <i>Retained</i> 702-477-7030(W)
Defendant	Investpro Investments I LLC	Nikita R. Pierce <i>Retained</i> 702-481-9207(W)
Defendant	Investpro LLC <i>Doing Business As</i> Investpro Realty	Michael B. Lee <i>Retained</i> 702-477-7030(W)
Defendant	Investpro Manager LLC	Michael B. Lee <i>Retained</i> 702-477-7030(W)
Defendant	Lin, Zhong Kenny <i>Also Known As</i> Lin, Chong Kenny <i>Also Known As</i> Lin, Ken Zhong <i>Also Known As</i> Lin, Kenneth Zhong <i>Also Known As</i> Lin, Kenny Zhong <i>Also Known As</i> Lin, Whong K <i>Also Known As</i> Lin, Zhong	Michael B. Lee <i>Retained</i> 702-477-7030(W)
Defendant	Nickrandt, Joyce A	Michael B. Lee <i>Retained</i> 702-477-7030(W)
Defendant	TKNR Inc	Michael B. Lee <i>Retained</i> 702-477-7030(W)
Defendant	Wong, Chi On <i>Also Known As</i> Wong, Chi Kuen	Michael B. Lee <i>Retained</i> 702-477-7030(W)

Defendant Zhang, Yan Qiu**Michael B. Lee**
Retained
702-477-7030(W)**Other** Childs, Benjamin B., ESQ**Plaintiff** W L A B Investment LLC**Steven L. Day**
Retained
7023093333(W)

EVENTS & ORDERS OF THE COURT

02/07/2019 **All Pending Motions** (9:30 AM) (Judicial Officer Escobar, Adriana)**Minutes**

02/07/2019 9:30 AM

- Mr. Pierce stated he represents the five defendants and the Plaintiff does not allege any false allegations by the licensed broker defendants. Mr. Childs argued that there were permits and inspections required, which were not done. Additionally, electrical, plumbing and natural gas lines were worked on without permits. This work was not disclosed to the buyer, which was fraudulent. Following further arguments by counsel. COURT ORDERED, motion DENIED as to Motion for Summary Judgment and Motion to Dismiss. FURTHER, motion for a more definite statement or amended complaint is GRANTED. Mr. Childs stated this will be filed within fourteen days. The Court advised that once there is Discovery and detail in the amended complaint, defendant may file an amended answer.

[Parties Present](#)[Return to Register of Actions](#)

EXHIBIT P

From: mike@mblnv.com
Sent: Thursday, February 4, 2021 2:29 PM
To: 'Reed, Ariana'; 'Michael Matthis'; 'Benjamin B. Childs'
Cc: 'Nikita Burdick'; 'Abigail McGowan'; 'Powell, Diana'
Subject: RE: A-18-785917-C (W L A B v. TKNR) February 3, 2021, Status Check

Responses below.

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

From: Reed, Ariana <dept14lc@clarkcountycourts.us>
Sent: Thursday, February 4, 2021 2:10 PM
To: 'mike@mblnv.com' <mike@mblnv.com>; 'Michael Matthis' <matthis@mblnv.com>; 'Benjamin B. Childs' <ben@benchilds.com>
Cc: 'Nikita Burdick' <nburdick@burdicklawnv.com>; 'Abigail McGowan' <amcgowan@burdicklawnv.com>
Subject: A-18-785917-C (W L A B v. TKNR) February 3, 2021, Status Check

Hello,

Please provide an update on the following:

1. How is discovery going?
 - Defendants have taken one deposition, have a deposition scheduled for February 18, 2021, and will likely schedule a deposition for Plaintiff's expert prior to the close of discovery.
 - Defendants have two outstanding requests for production of documents to Plaintiff.
2. Has this matter settled or have the parties scheduled a settlement conference?
 - No settlement. There was a settlement conference scheduled, but the Parties called it off after informal discussions that were not fruitful.
3. Have the parties attended any ADR proceedings?
 - No.
4. What progress toward settlement have the parties made?
 - None.
5. What is the current status of this case?
 - Likely going to trial if this Court does not grant Defendants' motion for summary judgment.
6. How would the parties like to proceed?
 - Defendants may need to move to briefly enlarge discovery if their motion for summary judgment is not granted related to depositions

Your prompt response is greatly appreciated and will serve as the minutes for this status check.

Include any counsel or parties left out of this email in your response.

Please reply to confirm receipt and include all parties to avoid *ex parte* communications. Please also include Diana Powell, our JEA, on all email correspondence to ensure you receive the most prompt response (PowellD@clarkcountycourts.us). Thank you.

Please review the notes below for further Department 14 protocol and instructions:

****ELECTRONIC SERVICE****

Pursuant to Administrative Order 20-17, **ALL lawyers** must register for electronic service on **every case they have in the district court**. Please ensure you are registered to receive electronic service at <https://nevada.tylerhost.net/OfsWeb> so that you will receive the electronically filed document once processed.

*****MATTERS ON CALENDAR*****

The Court will hold limited hearings via **Blue Jeans** until further notice. Unless the Court instructs parties to appear via Blue Jeans, **all matters**—except for TROs, preliminary injunctions, record sealing, and default judgment applications exceeding \$50,000.00 in damages—will be decided on the pleadings via Minute Order. This decision will occur in chambers and **no appearances are required**.

Please contact chambers at least two business days prior to your hearing date to confirm how the Court will handle your hearing.

*****STATUS CHECKS ON CALENDAR*****

All **status checks** that are on calendar will be resolved via email and **no appearances are required**.

*****ORDERS*****

Until further notice, all parties must submit **orders** electronically, in **both** PDF version and Word version to the Department 14 inbox at DC14Inbox@clarkcountycourts.us.

All orders must have original signatures from all parties or an email—***appended as the last page(s) of the proposed order***—confirming that the parties approved use of their electronic signatures.

The subject line of the e-mail should identify the full case number, filing code and case caption.

Orders that do not comply with these instructions will be returned for resubmittal.

*****RULE 16 HEARINGS/CONFERENCES*****

All **Rule 16 Conferences** will be heard via Blue Jeans until further notice. Please contact the Department for information about the hearing schedule.***

Be well and stay safe,

Ariana Reed, Esq.

Law Clerk to the Honorable Adriana Escobar

Eighth Judicial District Court, Dept 14

Dept14LC@clarkcountycourts.us

Phone: (702) 671-4423

Fax: (702) 671-4418

EXHIBIT Q

From: Ben Childs <ben@benchilds.com>
Sent: Thursday, February 4, 2021 5:39 PM
To: mike@mblnv.com; 'Reed, Ariana'; 'Michael Matthis'
Cc: 'Nikita Burdick'; 'Abigail McGowan'
Subject: Re: A-18-785917-C (W L A B v. TKNR) February 3, 2021, Status Check

Please see my responses to Mr. Lee's email response to my statement of the case. I'm just trying to accurately state what happened and I don't appreciate the personal attack on my honesty.

I don't plan to spend a lot of time searching for email correspondence, because I don't think that productive, but Ms. Zhu is in China and I've cooperated fully in making her available. The last email is attached from January 22 and I presented 3 dates and the original February 17 date.

As I recall the one tenant was not able to move and so was in her apartment when the expert visited. The point is that several options have been presented to Defendants. Implying some form of malice or intentional misconduct is ridiculous.

The reason I didn't think a settlement conference would be productive is because an additional defendant [a 3rd Party defendant] had just been added by Defendants and that new defendant has due process rights and should participate in the settlement conference.

Defendants' Summary Judgment motion is highly unlikely to be granted given the state of outstanding discovery and Plaintiff has filed an extensive opposition and countermotion.

The Court is welcome to contact me with any questions.

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

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From: mike@mblnv.com <mike@mblnv.com>
Sent: Thursday, February 4, 2021 5:09 PM
To: Ben Childs <ben@benchilds.com>; 'Reed, Ariana' <dept14lc@clarkcountycourts.us>; 'Michael Matthis'

<matthis@mblnv.com>

Cc: 'Nikita Burdick' <nburdick@burdicklawnv.com>; 'Abigail McGowan' <amcgowan@burdicklawnv.com>

Subject: RE: A-18-785917-C (W L A B v. TKNR) February 3, 2021, Status Check

Please see my responses **in highlights** to Mr. Childs' misrepresentations below with the corresponding e-mails / notices showing the misrepresentations.

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

From: Ben Childs <ben@benchilds.com>

Sent: Thursday, February 4, 2021 4:02 PM

To: Reed, Ariana <dept14lc@clarkcountycourts.us>; 'mike@mblnv.com' <mike@mblnv.com>; 'Michael Matthis' <matthis@mblnv.com>

Cc: 'Nikita Burdick' <nburdick@burdicklawnv.com>; 'Abigail McGowan' <amcgowan@burdicklawnv.com>

Subject: Re: A-18-785917-C (W L A B v. TKNR) February 3, 2021, Status Check

I hesitate to respond to this quickly because there are a lot of moving parts in this case. But here goes

1. How is discovery going? Lots of issues with written discovery, which will not be decided quickly because the hearing on Plaintiff's motion to compel and effectively Defendants' countermotion which was set for February 9 was vacated by the DC today under ECDR 2.40 because the entire request, and the entire responses were not set forth in full in the motion/countermotion. This will be like a 100 [page motion, but so be it. I just will take some time to complete, then be set for a new hearing, etc. I want to take a couple of depositions, but want to have complete responses to the written discovery first.

Plaintiff has provided several dates for the deposition Ms. Zhu [co-owner of Plaintiff] who is in China. Her deposition has never been scheduled. **This is incorrect. Mr. Childs was playing games related to Ms. Zhu's deposition (see attached e-mail) originally scheduled for January 13, 2021. I agreed to reset it. It does appear that we served the amended notice for February 17, 2021, but Mr. Childs' e-mail from January 22 confirmed the date. I have just noticed it for February 17, 2021.**

Plaintiff has provided several dates to allow Defendant's expert to revisit the property as he could not go into two of the apartments when he did his initial inspection because one tenant was at work and I believe there was a covid issue with the other one. A follow-up visit has never been scheduled by Defendants. **This is also incorrect and was subject to the pending discovery motion. Plaintiff's PMK admitted that Plaintiff set the date for the inspections and specified that they would all be available, but Defendants' expert did not have access on that date and time. We asked Defendants to pay for the cost of the second inspection, and they refused. This is why the second inspection was never scheduled. The second inspection is likely moot as Plaintiff's PMK admitted that all of the alleged conditions were open and obvious and he was aware of the requirement to get an inspection. This will be subject to the pending motion for summary judgment. Defendants filed a supplement that provided the undisputed testimony illustrating why summary judgment should be granted. / During Plaintiff's PMK's deposition, he admitted that he did not disclose documents, had documents / photographs stolen that he had never produced, and was aware that he set the date for the inspection despite not making the property available. Again, this was subject to the discovery motion. The "covid" excuse is novel and raised for the first time today. Depending on what happens with the MSJ, there will be a motion for spoliation from Defendants.**

2. Has this matter settled or have the parties scheduled a settlement conference?
No. I thought the settlement conference which was scheduled for January 8 should be vacated until the new party, which Defendant added by way of motion and the order was filed December 2, 2020. To date the cross-claim has not been filed despite the December 2, 2020 Order. Again, this is misleading. Mr. Childs and I discussed that a settlement conference would not be productive, see attached e-mail and notice to Angela McBride vacating the settlement conference. As to the potential third party, Plaintiff filed an amended pleading (which Defendants stipulated to despite the lack of the same courtesy by Plaintiff) after Defendants received an Order to amend their responsive pleading. Defendants filed a dispositive motion to the Second Amended Complaint that is pending resolution in lieu of filing the responsive pleading.
3. Have the parties attended any ADR proceedings?
No, but once discovery is completed it is probably a good idea if the new 3rd party defendant is added or the claim against the 3rd party defendant is abandoned.
4. What progress toward settlement have the parties made?
Little. Both parties appear to be in entrenched positions.
5. What is the current status of this case?
Set for trial in April. Counsel recognizes the reality of trials proceeding on schedule due to the backlog.
6. How would the parties like to proceed?
Given the discovery issues, likely an extension of discovery for 60 days to allow completion. Agreed.

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

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From: Reed, Ariana <dept14lc@clarkcountycourts.us>
Sent: Thursday, February 4, 2021 2:09 PM
To: 'mike@mblnv.com' <mike@mblnv.com>; 'Michael Matthis' <matthis@mblnv.com>; Ben Childs <ben@benchilds.com>
Cc: 'Nikita Burdick' <nburdick@burdicklawnv.com>; 'Abigail McGowan' <amcgowan@burdicklawnv.com>
Subject: A-18-785917-C (W L A B v. TKNR) February 3, 2021, Status Check

Hello,

Please provide an update on the following:

1. How is discovery going?
2. Has this matter settled or have the parties scheduled a settlement conference?
3. Have the parties attended any ADR proceedings?
4. What progress toward settlement have the parties made?
5. What is the current status of this case?
6. How would the parties like to proceed?

Your prompt response is greatly appreciated and will serve as the minutes for this status check.

Include any counsel or parties left out of this email in your response.

Please reply to confirm receipt and include all parties to avoid *ex parte* communications. Please also include Diana Powell, our JEA, on all email correspondence to ensure you receive the most prompt response (PowellD@clarkcountycourts.us). Thank you.

Please review the notes below for further Department 14 protocol and instructions:

****ELECTRONIC SERVICE****

Pursuant to Administrative Order 20-17, **ALL lawyers** must register for electronic service on **every case they have in the district court**. Please ensure you are registered to receive electronic service at <https://nevada.tylerhost.net/OfsWeb> so that you will receive the electronically filed document once processed.

*****MATTERS ON CALENDAR*****

The Court will hold limited hearings via **Blue Jeans** until further notice. Unless the Court instructs parties to appear via Blue Jeans, **all matters**—except for TROs, preliminary injunctions, record sealing, and default judgment applications exceeding \$50,000.00 in damages—will be decided on the pleadings via Minute Order. This decision will occur in chambers and **no appearances are required**.

Please contact chambers at least two business days prior to your hearing date to confirm how the Court will handle your hearing.

*****STATUS CHECKS ON CALENDAR*****

All **status checks** that are on calendar will be resolved via email and **no appearances are required**.

*****ORDERS*****

Until further notice, all parties must submit **orders** electronically, in **both** PDF version and Word version to the Department 14 inbox at DC14Inbox@clarkcountycourts.us.

All orders must have original signatures from all parties or an email—***appended as the last page(s) of the proposed order***—confirming that the parties approved use of their electronic signatures.

The subject line of the e-mail should identify the full case number, filing code and case caption.

Orders that do not comply with these instructions will be returned for resubmittal.

*****RULE 16 HEARINGS/CONFERENCES*****

All **Rule 16 Conferences** will be heard via Blue Jeans until further notice. Please contact the Department for information about the hearing schedule.***

Be well and stay safe,

Ariana Reed, Esq.

Law Clerk to the Honorable Adriana Escobar

Eighth Judicial District Court, Dept. 14

Dept14LC@clarkcountycourts.us

Phone: (702) 671-4423

Fax: (702) 671-4418

EXHIBIT R

FINANCIAL INFORMATION

Defendant TKNR Inc Total Financial Assessment 766.00 Total Payments and Credits 766.00 Balance Due as of 04/06/2021 **0.00** 01/09/2019 Transaction Assessment 543.0001/09/2019 Efile Payment Receipt # 2019-01636-CCCLK TKNR Inc (543.00)03/19/2019 Transaction Assessment 223.0003/19/2019 Efile Payment Receipt # 2019-17299-CCCLK TKNR Inc (223.00)

Plaintiff W L A B Investment LLC Total Financial Assessment 561.00 Total Payments and Credits 561.00 Balance Due as of 04/06/2021 **0.00** 12/12/2018 Transaction Assessment 273.5012/12/2018 Efile Payment Receipt # 2018-81817-CCCLK W L A B Investment LLC (273.50)12/26/2018 Transaction Assessment 3.5012/26/2018 Efile Payment Receipt # 2018-84435-CCCLK W L A B Investment LLC (3.50)01/28/2019 Transaction Assessment 3.5001/28/2019 Efile Payment Receipt # 2019-05638-CCCLK W L A B Investment LLC (3.50)03/04/2019 Transaction Assessment 3.5003/04/2019 Efile Payment Receipt # 2019-13541-CCCLK W L A B Investment LLC (3.50)03/29/2019 Transaction Assessment 3.5003/29/2019 Efile Payment Receipt # 2019-19498-CCCLK W L A B Investment LLC (3.50)04/29/2019 Transaction Assessment 3.5004/29/2019 Efile Payment Receipt # 2019-26133-CCCLK W L A B Investment LLC (3.50)06/04/2019 Transaction Assessment 3.5006/04/2019 Efile Payment Receipt # 2019-33809-CCCLK W L A B Investment LLC (3.50)06/05/2019 Transaction Assessment 3.5006/05/2019 Efile Payment Receipt # 2019-34173-CCCLK W L A B Investment LLC (3.50)07/11/2019 Transaction Assessment 3.5007/11/2019 Efile Payment Receipt # 2019-42139-CCCLK W L A B Investment LLC (3.50)06/16/2020 Transaction Assessment 3.5006/16/2020 Efile Payment Receipt # 2020-31837-CCCLK W L A B Investment LLC (3.50)10/19/2020 Transaction Assessment 3.5010/19/2020 Efile Payment Receipt # 2020-58886-CCCLK W L A B Investment LLC (3.50)11/16/2020 Transaction Assessment 3.5011/16/2020 Efile Payment Receipt # 2020-64945-CCCLK W L A B Investment LLC (3.50)11/20/2020 Transaction Assessment 3.5011/20/2020 Efile Payment Receipt # 2020-65934-CCCLK W L A B Investment LLC (3.50)11/23/2020 Transaction Assessment 3.5011/23/2020 Efile Payment Receipt # 2020-66309-CCCLK W L A B Investment LLC (3.50)12/15/2020 Transaction Assessment 200.0012/15/2020 Efile Payment Receipt # 2020-70608-CCCLK W L A B Investment LLC (200.00)12/29/2020 Transaction Assessment 3.5012/29/2020 Efile Payment Receipt # 2020-73001-CCCLK W L A B Investment LLC (3.50)01/06/2021 Transaction Assessment 3.5001/06/2021 Efile Payment Receipt # 2021-00756-CCCLK W L A B Investment LLC (3.50)01/20/2021 Transaction Assessment 3.5001/20/2021 Efile Payment Receipt # 2021-03724-CCCLK W L A B Investment LLC (3.50)02/10/2021 Transaction Assessment 3.5002/10/2021 Efile Payment Receipt # 2021-08154-CCCLK W L A B Investment LLC (3.50)02/11/2021 Transaction Assessment 3.5002/11/2021 Efile Payment Receipt # 2021-08275-CCCLK W L A B Investment LLC (3.50)02/12/2021 Transaction Assessment 3.5002/12/2021 Efile Payment Receipt # 2021-08648-CCCLK W L A B Investment LLC (3.50)02/16/2021 Transaction Assessment 3.5002/16/2021 Efile Payment Receipt # 2021-09258-CCCLK W L A B Investment LLC (3.50)02/24/2021 Transaction Assessment 3.5002/24/2021 Efile Payment Receipt # 2021-11016-CCCLK W L A B Investment LLC (3.50)03/04/2021 Transaction Assessment 3.5003/04/2021 Efile Payment Receipt # 2021-12911-CCCLK W L A B Investment LLC (3.50)03/04/2021 Transaction Assessment 3.5003/04/2021 Efile Payment Receipt # 2021-12954-CCCLK W L A B Investment LLC (3.50)03/05/2021 Transaction Assessment 3.5003/05/2021 Efile Payment Receipt # 2021-12993-CCCLK W L A B Investment LLC (3.50)03/10/2021 Transaction Assessment 3.5003/10/2021 Efile Payment Receipt # 2021-14087-CCCLK W L A B Investment LLC (3.50)

EXHIBIT S



Litigation
SERVICES

3960 Howard Hughes Pkwy
Suite 700
Las Vegas, NV 89169
Phone: 800.330.1112
litigationservices.com

Michael B. Lee, Esq.
Michael B. Lee, Law Office
1820 E. Sahara Ave.
Suite 110
Las Vegas, NV 89104

INVOICE

1 of 1

Invoice No.	Invoice Date	Job No.
1433649	1/25/2021	697915
Job Date	Case No.	
1/12/2021	A-18-785917-C	
Case Name		
WLAB Investment, LLC vs. TKNR, Inc.		
Payment Terms		
Net 30		

ORIGINAL AND 1 CERTIFIED COPY OF TRANSCRIPT OF:
PMK for WLAB Investment, LLC Frank Miao

2,967.67

TOTAL DUE >>>

\$2,967.67

Location of Job : Litigation Services
3960 Howard Hughes Parkway, Suite 700
Las Vegas, NV 89169

AFTER 2/24/2021 PAY

\$3,264.44

Please note, disputes or refunds will not be honored or issued after 30 days

Tax ID: 27-5114755

Please detach bottom portion and return with payment.

Michael B. Lee, Esq.
Michael B. Lee, Law Office
1820 E. Sahara Ave.
Suite 110
Las Vegas, NV 89104

Invoice No. : 1433649
Invoice Date : 1/25/2021
Total Due : \$2,967.67
AFTER 2/24/2021 PAY \$3,264.44

Remit To: **Litigation Services and Technologies of
Nevada, LLC
P.O. Box 98813
Las Vegas, NV 89193-8813**

Job No. : 697915
BU ID : LV-CR
Case No. : A-18-785917-C
Case Name : WLAB Investment, LLC vs. TKNR, Inc.

AA001326

0220



Litigation
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Michael B. Lee, Law Office
1820 E. Sahara Ave.
Suite 110
Las Vegas, NV 89104

INVOICE

1 of 1

Invoice No.	Invoice Date	Job No.
1445682	3/9/2021	733675
Job Date	Case No.	
3/8/2021	A-18-785917-C	
Case Name		
WLAB Investment, LLC vs. TKNR, Inc.		
Payment Terms		
Net 30		

Statement for the Record:

Nonappearance of Amin Sani

465.00

TOTAL DUE >>>

\$465.00

Location of Job : Litigation Services
3960 Howard Hughes Parkway, Suite 700
Las Vegas, NV 89169

AFTER 4/8/2021 PAY

\$511.50

Please note, disputes or refunds will not be honored or issued after 30 days

Tax ID: 27-5114755

Please detach bottom portion and return with payment.

Michael B. Lee, Esq.
Michael B. Lee, Law Office
1820 E. Sahara Ave.
Suite 110
Las Vegas, NV 89104

Invoice No. : 1445682
Invoice Date : 3/9/2021
Total Due : \$465.00
AFTER 4/8/2021 PAY \$511.50

Remit To: **Litigation Services and Technologies of
Nevada, LLC
P.O. Box 98813
Las Vegas, NV 89193-8813**

Job No. : 733675
BU ID : LV-CR
Case No. : A-18-785917-C
Case Name : WLAB Investment, LLC vs. TKNR, Inc.

AA001327

0221

INVOICE

1 of 1



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Michael B. Lee, Esq.
Michael B. Lee, Law Office
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Suite 110
Las Vegas, NV 89104

Invoice No.	Invoice Date	Job No.
1442656	2/24/2021	728351
Job Date	Case No.	
2/22/2021		
Case Name		
Payment Terms		
Net 30		

^ Evidentiary Hearing

223.56

TOTAL DUE >>>

\$223.56

AFTER 3/26/2021 PAY

\$245.92

Description: Print x 4, assembled in binders with exhibits tabs

Please note, disputes or refunds will not be honored or issued after 30 days

Tax ID: 27-5114755

Please detach bottom portion and return with payment.

Michael B. Lee, Esq.
Michael B. Lee, Law Office
1820 E. Sahara Ave.
Suite 110
Las Vegas, NV 89104

Invoice No. : 1442656
Invoice Date : 2/24/2021
Total Due : \$223.56
AFTER 3/26/2021 PAY \$245.92

Remit To: **Litigation Services and Technologies of
Nevada, LLC
P.O. Box 98813
Las Vegas, NV 89193-8813**

Job No. : 728351
BU ID : LV-TRIAL
Case No. :
Case Name :

AA001328

0222

INVOICE

1 of 1

**Litigation**
SERVICES3960 Howard Hughes Pkwy
Suite 700
Las Vegas, NV 89169
Phone: 800.330.1112
litigationsservices.comMichael Matthis, Esq
Michael B. Lee, Law Office
1820 E. Sahara Ave.
Suite 110
Las Vegas, NV 89104

Invoice No.	Invoice Date	Job No.
1444355	3/3/2021	713607
Job Date	Case No.	
2/22/2021		
Case Name		
Animal Care Clinic, Inc. vs. Gama, Michaela		
Payment Terms		
Net 30		

ORIGINAL AND 1 CERTIFIED COPY OF TRANSCRIPT OF:

Michaela Gama

884.10

TOTAL DUE >>>**\$884.10**Location of Job : Litigation Services
3960 Howard Hughes Parkway, Suite 700
Las Vegas, NV 89169

AFTER 4/2/2021 PAY

\$972.51

Please note, disputes or refunds will not be honored or issued after 30 days

Tax ID: 27-5114755*Please detach bottom portion and return with payment.*Michael Matthis, Esq
Michael B. Lee, Law Office
1820 E. Sahara Ave.
Suite 110
Las Vegas, NV 89104Invoice No. : 1444355
Invoice Date : 3/3/2021
Total Due : \$884.10
AFTER 4/2/2021 PAY \$972.51Remit To: **Litigation Services and Technologies of
Nevada, LLC
P.O. Box 98813
Las Vegas, NV 89193-8813**Job No. : 713607
BU ID : LV-CR
Case No. :
Case Name : Animal Care Clinic, Inc. vs. Gama, Michaela**AA001329****0223**



Litigation
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Las Vegas, NV 89169
Phone: 800.330.1112
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Michael B. Lee, Esq.
Michael B. Lee, Law Office
1820 E. Sahara Ave.
Suite 110
Las Vegas, NV 89104

INVOICE

1 of 1

Invoice No.	Invoice Date	Job No.
1444451	3/3/2021	713619
Job Date	Case No.	
2/24/2021		
Case Name		
Animal Care Clinic, Inc. vs. Gama, Michaela		
Payment Terms		
Net 30		

ORIGINAL AND 1 CERTIFIED COPY OF TRANSCRIPT OF:
Nancy Smith

780.30
TOTAL DUE >>> **\$780.30**

Location of Job : Litigation Services
3960 Howard Hughes Parkway, Suite 700
Las Vegas, NV 89169

AFTER 4/2/2021 PAY \$858.33

Please note, disputes or refunds will not be honored or issued after 30 days

Tax ID: 27-5114755

Please detach bottom portion and return with payment.

Michael B. Lee, Esq.
Michael B. Lee, Law Office
1820 E. Sahara Ave.
Suite 110
Las Vegas, NV 89104

Invoice No. : 1444451
Invoice Date : 3/3/2021
Total Due : \$780.30
AFTER 4/2/2021 PAY \$858.33

Remit To: **Litigation Services and Technologies of
Nevada, LLC
P.O. Box 98813
Las Vegas, NV 89193-8813**

Job No. : 713619
BU ID : LV-CR
Case No. :
Case Name : Animal Care Clinic, Inc. vs. Gama, Michaela

AA001330

0224



Litigation
SERVICES

3960 Howard Hughes Pkwy
Suite 700
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litigationservices.com

Michael B. Lee, Esq.
Michael B. Lee, Law Office
1820 E. Sahara Ave.
Suite 110
Las Vegas, NV 89104

INVOICE

1 of 1

Invoice No.	Invoice Date	Job No.
1444460	3/3/2021	713613
Job Date	Case No.	
2/23/2021		
Case Name		
Animal Care Clinic, Inc. vs. Gama, Michaela		
Payment Terms		
Net 30		

ORIGINAL AND 1 CERTIFIED COPY OF TRANSCRIPT OF:

Michelle Montoya

658.05

TOTAL DUE >>> \$658.05

Location of Job : Litigation Services
3960 Howard Hughes Parkway, Suite 700
Las Vegas, NV 89169

AFTER 4/2/2021 PAY \$723.86

Please note, disputes or refunds will not be honored or issued after 30 days

Tax ID: 27-5114755

Please detach bottom portion and return with payment.

Michael B. Lee, Esq.
Michael B. Lee, Law Office
1820 E. Sahara Ave.
Suite 110
Las Vegas, NV 89104

Invoice No. : 1444460
Invoice Date : 3/3/2021
Total Due : \$658.05
AFTER 4/2/2021 PAY \$723.86

Remit To: **Litigation Services and Technologies of
Nevada, LLC
P.O. Box 98813
Las Vegas, NV 89193-8813**

Job No. : 713613
BU ID : LV-CR
Case No. :
Case Name : Animal Care Clinic, Inc. vs. Gama, Michaela

AA001331

0225

EXHIBIT T

INVESTPRO REALTY
3553 S VALLEY VIEW BLVD
LAS VEGAS, NV 89103

WELLS FARGO BANK, N.A.
CALIFORNIA
WELLSFARGO.COM
16-24/1220
16-24/1220

21582

10/23/2020

PAY TO THE
ORDER OF

Neil D Opfer

Five thousand and 00/100*****

\$ **5,000.00

Neil D Opfer

DOLLARS

VOID AFTER 90 DAYS

MEMO

expert materials for Dr. Opfer.-consulting fee retaine

AUTHORIZED SIGNATURE

INVESTPRO REALTY

10/23/2020

Neil D Opfer

21582

Date
10/23/2020

Type
Bill

Reference

Original Amount
5,000.00

Balance Due
5,000.00

Payment
5,000.00
5,000.00

Check Amount

Office Checking - 683 expert materials for Dr. Opfer.-consulting fee retainer

5,000.00

LMP100 M/P CHECK

AA001333

0227

EXHIBIT U

mike@mblnv.com

From: Michael Matthis <matthis@mblnv.com>
Sent: Tuesday, July 27, 2021 3:01 PM
To: Mike Lee
Subject: Fw: Childs NV Supreme Ct. Appeal binder cost

BL charge for Appendix binders re: Childs' Writ

Mike Matthis, Esq.

matthis@mblnv.com



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

Main Line: 702.477.7030 Fax: 702.477.0096

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----- Forwarded Message -----

From: Jessica Cuddeback <jessica@bensonlee.com>
To: Michael Matthis <matthis@mblnv.com>
Cc: Benson Lee <bookem2@aol.com>
Sent: Thursday, July 22, 2021, 02:04:54 PM PDT
Subject: Childs NV Supreme Ct. Appeal binder cost

BINDERS

Paper: 1913 pages x \$0.25 page = \$478.25

Binders: 5 inch x2 @ \$7.61 = \$15.22

1 inch x2 @ \$2.50 = \$5.00

Tabs: \$3.19

TOTAL: \$501.66