

IN THE SUPREME COURT OF THE STATE OF NEVADA		Electronically Filed Aug 03 2023 05:22 PM Elizabeth A. Brown Clerk of Supreme Court
TKNR, INC., a California corporation,	Appellant,	Supreme Court Case No. 85620
vs.		District Court Case No. A-18-785917-C
WLAB INVESTMENT, LLC,	Respondent.	

Appeal from the Eighth Judicial District Court
District Court Case No. A-18-785917-C
Adriana Escobar, District Judge

RESPONDENT APPENDIX – Volume 2 of 10

KAEMPFER CROWELL
Lesley Miller, No. 7987
Elva Castaneda, No. 15717
1980 Festival Plaza Drive, Suite 650
Las Vegas, Nevada 89135
Telephone: (702) 792-7000
Facsimile: (702) 796-7181
Email: lmiller@kcnvlaw.com
Email: ecastaneda@kcnvlaw.com

Attorneys for Respondent WLAB Investment, LLC

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KAEMPFER CROWELL



Lesley B. Miller, No. 7987
Elva A. Castaneda No. 15717
1980 Festival Plaza Drive, Suite 650
Las Vegas, Nevada 89135

Attorneys for Respondent
WLAB Investment, LLC

CERTIFICATE OF SERVICE

I hereby certify that on the date indicated below, I electronically filed the foregoing **RESPONDENT APPENDIX** with the Clerk of the Court for the Supreme Court of the State of Nevada by using the electronic filing system to be delivered to the following registered user:

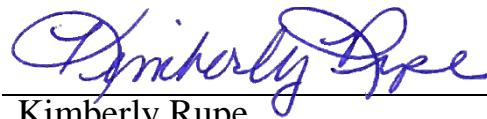
Michael B. Lee, Esq.
Michael Matthis, Esq.
Michael B. Lee, P.C.
1820 East Sahara Avenue, Suite 110
Las Vegas, Nevada 89104
mike@mblnv.com
matthis@mblnv.com

Attorney for Appellant

James A. Kohl
Howard & Howard Attorneys PLLC
3800 Howard Hughes Pkwy, #1000
Las Vegas, Nevada 89169
jkohl@howardandhoward.com

Settlement Judge

DATED August 3, 2023



Kimberly Rupe
An employee of Kaempfer Crowell

EXHIBIT E

EXHIBIT E



ADDENDUM NO. 1 TO PURCHASE AGREEMENT



In reference to the Purchase Agreement executed by Marie Zhu
as Buyer(s) and TKNR INC
as Seller(s), dated 08/11/17
covering the real property at 2132 HOUSTON DR LASVEGAS NV 89104
, the ☒ Buyer ☐ Seller hereby proposes that the Purchase

Agreement be amended as follows:

1. Buyer and Seller both agree to cancel purchase agreement and cancel escrow immediately.
2. Buyer to release EMD to seller immediately.

☐ ADDITIONAL PAGE(S) ATTACHED. This Addendum is not complete without the additional terms on the attached _____ page(s).

When executed by both parties, this Addendum is made an integral part of the aforementioned Purchase Agreement.

WHEN PROPERLY COMPLETED, THIS IS A BINDING CONTRACT. IF YOU DO NOT FULLY UNDERSTAND ITS CONTENTS, YOU SHOULD SEEK COMPETENT LEGAL COUNSEL BEFORE SIGNING.

☒ Buyer ☐ Seller Marie Zhu 09/05/2017
Date

☐ Buyer ☐ Seller _____ Time

Acceptance: 09/05/2017
☐ Buyer ☒ Seller _____ Date

☐ Buyer ☐ Seller _____ Time

Prepared by: Liwei Helen Chen _____ Phone _____
Agent's Printed Name

Addendum to Purchase Agreement 9/12

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EXHIBIT F

EXHIBIT F



RESIDENTIAL PURCHASE AGREEMENT

(Joint Escrow Instructions)

Date: 09/05/17

Marie Zhu ("Buyer"), hereby offers to purchase
2132 HOUSTON DR ("Property"), within the
city or unincorporated area of LAS VEGAS, County of CLARK, State of Nevada,
Zip 89104, A.P.N. # 162-01-110-017 for the purchase price of \$ 200,000.00
(Two Hundred Thousand dollars) ("Purchase Price") on the terms and conditions
contained herein: BUYER ☐ does **-OR-** ☒ does not intend to occupy the Property as a residence.

Buyer's Offer

1. FINANCIAL TERMS & CONDITIONS:

\$ 500.00 A. **EARNEST MONEY DEPOSIT ("EMD")** is ☐ presented with this offer **-OR-** ☒ will wire to
escrow upon acceptance. Upon Acceptance, Earnest Money to be
deposited within one (1) business day from acceptance of offer (as defined in Section 23 herein) or 2
business days if wired to: ☒ Escrow Holder, ☐ Buyer's Broker's Trust Account, **-OR-** ☐ Seller's Broker's
Trust Account. (NOTE: It is a felony in the State of Nevada—punishable by up to four years in prison and a \$5,000
fine—to write a check for which there are insufficient funds. NRS 193.130(2)(d).)

\$ 0.00 B. **ADDITIONAL DEPOSIT** to be placed in escrow on or before (date) _____. The
additional deposit ☐ will **-OR-** ☐ will not be considered part of the EMD. (Any conditions on the additional
deposit should be set forth in Section 28 herein.)

\$ 150,000.00 C. **THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING FOR A NEW LOAN:**
☒ Conventional, ☐ FHA, ☐ VA, ☐ Other (specify) _____.

\$ 0.00 D. **THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING TO ASSUME THE
FOLLOWING EXISTING LOAN(S):**
☐ Conventional, ☐ FHA, ☐ VA, ☐ Other (specify) _____.
Interest: ☐ Fixed rate, _____ years **-OR-** ☐ Adjustable Rate, _____ years. Seller further agrees to
provide the Promissory Note and the most recent monthly statement of all loans to be assumed by Buyer
within FIVE (5) calendar days of acceptance of offer.

\$ 0.00 E. **BUYER TO EXECUTE A PROMISSORY NOTE SECURED BY DEED OF TRUST PER TERMS
IN "FINANCING ADDENDUM" which is attached hereto.**

\$ 49,500.00 F. **BALANCE OF PURCHASE PRICE** (Balance of Down Payment) in Good Funds to be paid prior to
Close of Escrow ("COE").

\$ 200,000.00 G. **TOTAL PURCHASE PRICE.** (This price DOES NOT include closing costs, prorations, or other fees
and costs associated with the purchase of the Property as defined herein.)

2. ADDITIONAL FINANCIAL TERMS & CONTINGENCIES:

A. **NEW LOAN APPLICATION:** Within 2 business days of Acceptance, Buyer agrees to (1) submit a

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is
otherwise modified by addendum or counteroffer.

Buyer's Name: Marie Zhu

BUYER(S) INITIALS: MZ

Property Address: 2132 HOUSTON DR

SELLER(S) INITIALS: CN

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completed loan application to a lender of Buyer's choice and (2) furnish a preapproval letter to Seller based upon a standard factual credit report and review of debt to income ratios. If Buyer fails to complete any of these conditions within the applicable time frame, Seller reserves the right to terminate this Agreement. In such event, both parties agree to cancel the escrow and return EMD to Buyer. Buyer shall use Buyer's best efforts to obtain financing under the terms and conditions outlined in this Agreement.

B. APPRAISAL CONTINGENCY: Buyer's obligation to purchase the property is contingent upon the property appraising for not less than the Purchase Price. If after the completion of an appraisal by a licensed appraiser, Buyer receives written notice from the lender or the appraiser that the Property has appraised for less than the purchase price (a "Notice of Appraised Value") Buyer may attempt to renegotiate or cancel the RPA by providing written notice to the Seller (with a copy of the Appraisal) no later than 7 calendar days after Acceptance of the RPA; whereupon the EMD shall be released to the Buyer without the requirement of written authorization from Seller. **IF this Residential Purchase Agreement is not cancelled, in writing on or before the Appraisal Deadline, Buyer shall be deemed to have waived the appraisal contingency.**

C. LOAN CONTINGENCY: Buyer's obligation to purchase the property is contingent upon Buyer obtaining the loan referenced in Section 1(C) or 1(D) of the RPA unless otherwise agreed in writing. Buyer shall remove the loan contingency in writing, attempt to renegotiate, or cancel the RPA by providing written notice to the Seller no later than 0 calendar days after Acceptance of the RPA; whereupon the EMD shall be released to the Buyer without the requirement of written authorization from Seller. **IF this Residential Purchase Agreement is not cancelled, in writing on or before the Loan Contingency Deadline, Buyer shall be deemed to have waived the loan contingency.**

D. CASH PURCHASE: Within n/a business days of Acceptance, Buyer agrees to provide written evidence from a bona fide financial institution of sufficient cash available to complete this purchase. If Buyer does not submit the written evidence within the above period, Seller reserves the right to terminate this Agreement.

3. SALE OF OTHER PROPERTY: This Agreement ☒ is not **-OR-** ☐ is contingent upon the sale (and closing) of another property which address is _____.
Said Property ☐ is ☒ is not currently listed **-OR-** ☐ is presently in escrow with _____.
Escrow Number: _____ Proposed Closing Date: _____

When Buyer has accepted an offer on the sale of this other property, Buyer will promptly deliver a written notice of the sale to Seller. If Buyer's escrow on this other property is terminated, abandoned, or does not close on time, this Agreement will terminate without further notice unless the parties agree otherwise in writing. If Seller accepts a bona fide written offer from a third party prior to Buyer's delivery of notice of acceptance of an offer on the sale of Buyer's property, Seller shall give Buyer written notice of that fact. Within three (3) calendar days of receipt of the notice, Buyer will waive the contingency of the sale and closing of Buyer's other property, or this Agreement will terminate without further notice. In order to be effective, the waiver of contingency must be accompanied by reasonable evidence that funds needed to close escrow will be available and Buyer's ability to obtain financing is not contingent upon the sale and/or close of any other property.

4. FIXTURES AND PERSONAL PROPERTY: The following items will be transferred, free of liens, with the sale of the Property with no real value unless stated otherwise herein. Unless an item is covered under Section 7(F) of this Agreement, all items are transferred in an "AS IS" condition. All EXISTING fixtures and fittings including, but not limited to: electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fan(s), fireplace insert(s), gas logs and grates, solar power system(s), built-in appliance(s) including ranges/ovens, window and door screens, awnings, shutters, window coverings, attached floor covering(s), television antenna(s), satellite dish(es), private integrated telephone systems, air coolers/conditioner(s), pool/spa equipment, garage door opener(s)/remote control(s), mailbox, in-ground landscaping, trees/shrub(s), water softener(s), water purifiers, security systems/alarm(s);

The following additional items of personal property: _____

5. ESCROW:

A. OPENING OF ESCROW: The purchase of the Property shall be consummated through Escrow ("Escrow"). Opening of Escrow shall take place by the end of one (1) business day after Acceptance of this Agreement

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: Marie Zhu
Property Address: 2132 HOUSTON DR

BUYER(S) INITIALS: MZ
SELLER(S) INITIALS: CW

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("Opening of Escrow"), at National Title title or escrow company ("Escrow Company" or "ESCROW HOLDER") with Lynnette Marrujo ("Escrow Officer") (or such other escrow officer as Escrow Company may assign). Opening of Escrow shall occur upon Escrow Company's receipt of this fully accepted Agreement. ESCROW HOLDER is instructed to notify the Parties (through their respective Agents) of the opening date and the Escrow Number.

B. EARNEST MONEY: Upon Acceptance, Buyer's EMD as shown in Section 1(A), and 1(B) if applicable, of this Agreement, shall be deposited pursuant to the language in Section 1(A) and 1(B) if applicable.

C. CLOSE OF ESCROW: Close of Escrow ("COE") shall be on or before: 09/22/17 (date). If the designated date falls on a weekend or holiday, COE shall be the next business day.

D. IRS DISCLOSURE: Seller is hereby made aware that there is a regulation that requires all ESCROW HOLDERS to complete a modified 1099 form, based upon specific information known only between parties in this transaction and the ESCROW HOLDER. Seller is also made aware that ESCROW HOLDER is required by federal law to provide this information to the Internal Revenue Service after COE in the manner prescribed by federal law.

6. TITLE INSURANCE: This Purchase Agreement is contingent upon the Seller's ability to deliver, good and marketable title as evidenced by a policy of title insurance, naming Buyer as the insured in an amount equal to the purchase price, furnished by the title company identified in Section 5(A). Said policy shall be in the form necessary to effectuate marketable title or its equivalent and shall be paid for as set forth in Section 8(A).

7. BUYER'S DUE DILIGENCE: Buyer's obligation is is not MZ conditioned on the Buyer's Due Diligence as defined in this section 7(A) below. This condition is referred to as the "Due Diligence Condition" if checked in the affirmative, Sections 7 (A) through (C) shall apply; otherwise they do not. Buyer shall have 0 calendar days from Acceptance (as defined in Section 23 herein) to complete Buyer's Due Diligence. Seller agrees to cooperate with Buyer's Due Diligence. **Seller shall ensure that all necessary utilities (gas, power and water) and all operable pilot lights are on for Buyer's investigations and through the close of escrow.**

A. PROPERTY INSPECTION/CONDITION: During the Due Diligence Period, Buyer shall take such action as Buyer deems necessary to determine whether the Property is satisfactory to Buyer including, but not limited to, whether the Property is insurable to Buyer's satisfaction, whether there are unsatisfactory conditions surrounding or otherwise affecting the Property (such as location of flood zones, airport noise, noxious fumes or odors, environmental substances or hazards, whether the Property is properly zoned, locality to freeways, railroads, places of worship, schools, etc.) or any other concerns Buyer may have related to the Property. 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. Seller agrees to provide reasonable access to the Property to Buyer and Buyer's inspectors. Buyer agrees to indemnify and hold Seller harmless with respect to any injuries suffered by Buyer or third parties present at Buyer's request while on Seller's Property conducting such inspections, tests or walk-throughs. Buyer's indemnity shall not apply to any injuries suffered by Buyer or third parties present at Buyer's request that are the result of an intentional tort, gross negligence or any misconduct or omission by Seller, Seller's Agent or other third parties on the Property. Buyer is advised to consult with appropriate professionals regarding neighborhood or Property conditions, including but not limited to: schools; proximity and adequacy of law enforcement; proximity to commercial, industrial, or agricultural activities; crime statistics; fire protection; other governmental services; existing and proposed transportation; construction and development; noise or odor from any source; and other nuisances, hazards or circumstances. If Buyer cancels this Agreement due to a specific inspection report, Buyer shall provide Seller at the time of cancellation with a copy of the report containing the name, address, and telephone number of the inspector.

B. BUYER'S RIGHT TO CANCEL OR RESOLVE OBJECTIONS: If Buyer determines, in Buyer's sole discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence Deadline referenced in Section 7, cancel the Residential Purchase Agreement by providing written notice to the Seller, whereupon the Earnest Money Deposit referenced in Section 1(A) shall be released to the Buyer without the requirement of further written authorization from Seller; or (ii) no later than the Due Diligence Deadline referenced in Section 7, resolve in

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: Marie Zhu

Property Address: 2132 HOUSTON DR

BUYER(S) INITIALS: MZ

SELLER(S) INITIALS: CN

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writing with Seller any objections Buyer has arising from Buyer's Due Diligence.

C. FAILURE TO CANCEL OR RESOLVE OBJECTIONS: If Buyer fails to cancel the Residential Purchase Agreement or fails to resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence, as provided in Section 7, **Buyer shall be deemed to have waived the Due Diligence Condition.**

D. INSPECTIONS: Acceptance of this offer is subject to the following reserved right. Buyer may have the

Property inspected and select the licensed contractors, certified building inspectors and/or other qualified professionals who will inspect the Property. Seller will ensure that necessary utilities (gas, power and water and all operable pilot lights) are turned on and supplied to the Property within two (2) business days after Acceptance of this Agreement, to remain on until COE. *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. The foregoing expenses for inspections will be paid outside of Escrow unless the Parties present instructions to the contrary prior to COE, along with the applicable invoice.

(Identify which party shall pay for the inspection noted below either: SELLER, BUYER, 50/50, WAIVED or N/A.)

Type	Paid By	Type	Paid By	Type	Paid By
Energy Audit	Waived	Fungal Contaminant Inspection	Waived	Well Inspection (Quantity)	N/A
Home Inspection	Buyer	Mechanical Inspection	Waived	Well Inspection (Quality)	N/A
Termite/Pest Inspection	Waived	Pool/Spa Inspection	N/A	Wood-Burning Device/Chimney Inspection	N/A
Roof Inspection	Waived	Soils Inspection	Waived	Septic Inspection	N/A
Septic Lid Removal	Waived	Septic Pumping	N/A	Structural Inspection	Waived
Survey (type):	N/A	Other:		Other:	

E. CERTIFICATIONS: In the event an inspection reveals areas of concern with the roof, septic system, well, wood burning device/chimney or the possible presence of a fungal contaminant, Buyer reserves the right to require a certification. The expenses for certifications will be paid outside of Escrow unless the Parties present instructions to the contrary prior to COE (along with the applicable invoice). A certification is not a warranty.

F. BUYER'S REQUEST FOR REPAIRS: It is Buyer's responsibility to inspect the Property sufficiently as to satisfy Buyer's use. Buyer reserves the right to request repairs, based upon the Seller's Real Property Disclosure or items which materially affect value or use of the Property revealed by an inspection, certification or appraisal. Items of a general maintenance or cosmetic nature which do not materially affect value or use of the Property, which existed at the time of Acceptance and which are not expressly addressed in this Agreement are deemed accepted by the Buyer, except as otherwise provided in this Agreement. The Brokers herein have 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.

8. FEES, AND PRORATIONS (Identify which party shall pay the costs noted below either: SELLER, BUYER, 50/50, WAIVED or N/A.)

A. TITLE, ESCROW & APPRAISAL FEES:

Type	Paid By	Type	Paid By	Type	Paid By
Escrow Fees	50/50	Lender's Title Policy	Buyer	Owner's Title Policy	Seller
Real Property Transfer Tax	Seller	Appraisal	Buyer	Other:	

B. PRORATIONS: Any and all rents, taxes, interest, homeowner association fees, trash service fees, payments on bonds, SIDs, LIDs, and assessments assumed by the Buyer, and other expenses of the property shall be prorated as of the date of the recordation of the deed. Security deposits, advance rentals or considerations involving future lease credits shall be

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: Marie Zhu

Property Address: 2132 HOUSTON DR

BUYER(S) INITIALS: MZ

SELLER(S) INITIALS: CW

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credited to the Buyer. All prorations will be based on a 30-day month and will be calculated as of COE. Prorations will be based upon figures available at closing. Any supplementals or adjustments that occur after COE will be handled by the parties outside of Escrow.

C. PRELIMINARY TITLE REPORT: Within ten (10) business days of Opening of Escrow, Title Company shall provide Buyer with a Preliminary Title Report ("PTR") to review, which must be approved or rejected within five (5) business days of receipt thereof. If Buyer does not object to the PTR within the period specified above, the PTR shall be deemed accepted. If Buyer makes an objection to any item(s) contained within the PTR, Seller shall have five (5) business days after receipt of objections to correct or address the objections. If, within the time specified, Seller fails to have each such exception removed or to correct each such objection, Buyer shall have the option to: (a) terminate this Agreement by providing notice to Seller and Escrow Officer, entitling Buyer to a refund of the EMD or (b) elect to accept title to the Property as is. All title exceptions approved or deemed accepted are hereafter collectively referred to as the "Permitted Exceptions."

D. LENDER AND CLOSING FEES: In addition to Seller's expenses identified herein, Seller will contribute \$ 5000 to Buyer's Lender's Fees and/or Buyer's Title and Escrow Fees ☒ including ~~OR~~ ☐ excluding costs which Seller must pay pursuant to loan program requirements. Different loan types (e.g., FHA, VA, conventional) have different appraisal and financing requirements, which will affect the parties' rights and costs under this Agreement.

E. HOME PROTECTION PLAN: Buyer and Seller acknowledge that they have been made aware of Home Protection Plans that provide coverage to Buyer after COE. Buyer ☒ waives ~~OR~~ ☐ requires a Home Protection Plan with N/A. ☒ Seller ~~OR~~ ☐ Buyer will pay for the Home Protection Plan at a price not to exceed \$ 0. Buyer will order the Home Protection Plan. Neither Seller nor Brokers make any representation as to the extent of coverage or deductibles of such plans.

9. TRANSFER OF TITLE: Upon COE, Buyer shall tender to Seller the agreed upon Purchase Price, and Seller shall tender to Buyer marketable title to the Property free of all encumbrances other than (1) current real property taxes, (2) covenants, conditions and restrictions (CC&R's) and related restrictions, (3) zoning or master plan restrictions and public utility easements; and (4) obligations assumed and encumbrances accepted by Buyer prior to COE. Buyer is advised the Property may be reassessed after COE which may result in a real property tax increase or decrease.

10. COMMON-INTEREST COMMUNITIES: If the Property is subject to a Common Interest Community ("CIC"), Seller shall provide AT SELLER'S EXPENSE the CIC documents as required by NRS 116.4109 (collectively, the "resale package"). Seller shall request the resale package within two (2) business days of Acceptance and provide the same to Buyer within one (1) business day of Seller's receipt thereof.

- Pursuant to NRS 116.4109, Buyer may cancel this Agreement without penalty until midnight of the fifth (5th) calendar day following the date of receipt of the resale package. If Buyer elects to cancel this Agreement pursuant to this statute, he/she must deliver, via hand delivery, prepaid U.S. mail, or electronic transmission, a written notice of cancellation to Seller or his or her authorized agent.
- If Buyer does not receive the resale package within fifteen (15) calendar days of Acceptance, this Agreement may be cancelled in full by Buyer without penalty. Notice of cancellation shall be delivered pursuant to Section 24 of the RPA.
- Upon such written cancellation, Buyer shall promptly receive a refund of the EMD. The parties agree to execute any documents requested by ESCROW HOLDER to facilitate the refund. If written cancellation is not received within the specified time period, the resale package will be deemed approved. Seller shall pay all outstanding CIC fines or penalties at COE.

A. CIC RELATED EXPENSES: (Identify which party shall pay the costs noted below either: SELLER, BUYER, 50/50, WAIVED or N/A.)

Type	Paid By	Type	Paid By	Type	Paid By
CIC Demand	Seller	CIC Capital Contribution	Seller	CIC Transfer Fees	Seller
Other: _____					

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: Marie Zhu

Property Address: 2132 HOUSTON DR

BUYER(S) INITIALS: MZ

SELLER(S) INITIALS: CW

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11. DISCLOSURES: Within five (5) calendar days of Acceptance of this Agreement, Seller will provide the following Disclosures and/or documents. Check applicable boxes.

☒ **Seller Real Property Disclosure Form:** (NRS 113.130) ☐ **Open Range Disclosure:** (NRS 113.065)

☐ **Construction Defect Claims Disclosure:** If Seller has marked "Yes" to Paragraph 1(d) of the Sellers Real Property Disclosure Form (NRS 40.688)

☒ **Lead-Based Paint Disclosure and Acknowledgment:** required if constructed before 1978 (24 CFR 745.113)

☐ **Other:** (list) _____

12. FEDERAL FAIR HOUSING COMPLIANCE AND DISCLOSURES: All properties are offered without regard to race, color, religion, sex, national origin, age, gender identity or expression, familial status, sexual orientation, ancestry, or handicap and any other current requirements of federal or state fair housing laws.

13. WALK-THROUGH INSPECTION OF PROPERTY: Buyer is entitled under this Agreement to a walk-through of the Property within 3 calendar days prior to COE to ensure the Property and all major systems, appliances, heating/cooling, plumbing and electrical systems and mechanical fixtures are as stated in Seller's Real Property Disclosure Statement, and that the Property and improvements are in the same general condition as when this Agreement was Accepted by Seller and Buyer. To facilitate Buyer's walk-through, Seller is responsible for keeping all necessary utilities on, including all operable pilot lights. If any systems cannot be checked by Buyer on walk-through due to non-access or no power/gas/water, then Buyer reserves the right to hold Seller responsible for defects which could not be detected on walk-through because of lack of such access or power/gas/water. The purpose of the walk-through is to confirm (a) the Property is being maintained (b) repairs, if any, have been completed as agreed, and (c) Seller has complied with Seller's other obligations. **If Buyer elects not to conduct a walk-through inspection prior to COE, then all systems, items and aspects of the Property are deemed satisfactory, and Buyer releases Seller's liability for costs of any repair that would have reasonably been identified by a walk-through inspection, except as otherwise provided by law.**

14. DELIVERY OF POSSESSION: Seller shall deliver the Property along with any keys, alarm codes, garage door opener/controls and, if freely transferable, parking permits and gate transponders outside of Escrow, upon COE. Seller agrees to vacate the Property and leave the Property in a neat and orderly, broom-clean condition and tender possession no later than ☒ **COE** ☐ **OR** _____. In the event Seller does not vacate the Property by this time, Seller shall be considered a trespasser in addition to Buyer's other legal and equitable remedies. Any personal property left on the Property after the date indicated in this section shall be considered abandoned by Seller.

15. RISK OF LOSS: Risk of loss shall be governed by NRS 113.040. This law provides generally that if all or any material part of the Property is destroyed before transfer of legal title or possession, Seller cannot enforce the Agreement and Buyer is entitled to recover any portion of the sale price paid. If legal title or possession has transferred, risk of loss shall shift to Buyer.

16. ASSIGNMENT OF THIS AGREEMENT: Unless otherwise stated herein, this Agreement is non-assignable unless agreed upon in writing by all parties.

17. CANCELLATION OF AGREEMENT: In the event this Agreement is properly cancelled in accordance with the terms contained herein, then Buyer will be entitled to a refund of the EMD. Neither Buyer nor Seller will be reimbursed for any expenses incurred in conjunction with due diligence, inspections, appraisals or any other matters pertaining to this transaction (unless otherwise provided herein or except as otherwise provided by law).

18. DEFAULT:

A. MEDIATION: Before any legal action is taken to enforce any term or condition under this Agreement, the parties agree to engage in mediation, a dispute resolution process, through GLVAR. Notwithstanding the foregoing, in the event the Buyer finds it necessary to file a claim for specific performance, this section shall not apply. Each party is encouraged to have an independent lawyer of their choice review this mediation provision before agreeing thereto. By initialing below, the parties confirm that they have read and understand this section and voluntarily agree to the provisions thereof.

BUYER(S) INITIALS: MZ / _____

SELLER(S) INITIALS: CN / _____

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: Marie Zhu

Property Address: 2132 HOUSTON DR

BUYER(S) INITIALS: MZ

SELLER(S) INITIALS: CN

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B. IF SELLER DEFAULTS: If Seller defaults in performance under this Agreement, Buyer reserves all legal and/or equitable rights (such as specific performance) against Seller, and Buyer may seek to recover Buyer's actual damages incurred by Buyer due to Seller's default.

C. IF BUYER DEFAULTS: If Buyer defaults in performance under this Agreement, as Seller's sole legal recourse, Seller may retain, as liquidated damages, the EMD. In this respect, the Parties agree that Seller's actual damages would be difficult to measure and that the EMD is in fact a reasonable estimate of the damages that Seller would suffer as a result of Buyer's default. Seller understands that any additional deposit not considered part of the EMD in Section 1(B) herein will be immediately released by ESCROW HOLDER to Buyer.

Instructions to Escrow

19. ESCROW: If this Agreement or any matter relating hereto shall become the subject of any litigation or controversy, Buyer and Seller agree, jointly and severally, to hold ESCROW HOLDER free and harmless from any loss or expense, except losses or expenses as may arise from ESCROW HOLDER'S negligence or willful misconduct. If conflicting demands are made or notices served upon ESCROW HOLDER with respect to this Agreement, the parties expressly agree that Escrow is entitled to file a suit in interpleader and obtain an order from the Court authorizing ESCROW HOLDER to deposit all such documents and monies with the Court, and obtain an order from the Court requiring the parties to interplead and litigate their several claims and rights among themselves. Upon the entry of an order authorizing such Interpleader, ESCROW HOLDER shall be fully released and discharged from any obligations imposed upon it by this Agreement; and ESCROW HOLDER shall not be liable for the sufficiency or correctness as to form, manner, execution or validity of any instrument deposited with it, nor as to the identity, authority or rights of any person executing such instrument, nor for failure of Buyer or Seller to comply with any of the provisions of any agreement, contract or other instrument filed with ESCROW HOLDER or referred to herein. ESCROW HOLDER'S duties hereunder shall be limited to the safekeeping of all monies, instruments or other documents received by it as ESCROW HOLDER, and for their disposition in accordance with the terms of this Agreement. In the event an action is instituted in connection with this escrow, in which ESCROW HOLDER is named as a party or is otherwise compelled to make an appearance, all costs, expenses, attorney fees, and judgments ESCROW HOLDER may expend or incur in said action, shall be the responsibility of the parties hereto.

20. UNCLAIMED FUNDS: In the event that funds from this transaction remain in an account, held by ESCROW HOLDER, for such a period of time that they are deemed "abandoned" under the provisions of Chapter 120A of the Nevada Revised Statutes, ESCROW HOLDER is hereby authorized to impose a charge upon the dormant escrow account. Said charge shall be no less than \$5.00 per month and may not exceed the highest rate of charge permitted by statute or regulation. ESCROW HOLDER is further authorized and directed to deduct the charge from the dormant escrow account for as long as the funds are held by ESCROW HOLDER.

Brokers

21. BROKER'S COMPENSATION/FEEs: Buyer herein requires, and Seller agrees, as a condition of this Agreement, that Seller will pay Listing Broker and Buyer's Broker, who becomes by this clause a third party beneficiary to this Agreement, that certain sum and/or percentage of the Purchase Price (commission), that Seller, or Seller's Broker, offered for the procurement of ready, willing and able Buyer via the Multiple Listing Service, any other advertisement or written offer. Seller understands and agrees that if Seller defaults hereunder, Buyer's Broker, as a third-party beneficiary of this Agreement, has the right to pursue all legal recourse against Seller for any commission due. **In addition to any amount due to Buyer's Broker from Seller or Seller's Broker, Buyer ~~will~~ will not pay Buyer's Broker additional compensation in an amount determined between the Buyer and Buyer's Broker.**

22. WAIVER OF CLAIMS: Buyer and Seller agree that they are not relying upon any representations made by Brokers or Broker's agent. Buyer acknowledges that at COE, the Property will be sold AS-IS, WHERE-IS without any representations or warranties, unless expressly stated herein. Buyer agrees to satisfy himself/herself, as to the condition of the Property, prior to COE. Buyer acknowledges that any statements of acreage or square footage by Brokers are simply estimates, and Buyer agrees to make such measurements, as Buyer deems necessary, to ascertain actual acreage or square footage. Buyer waives all

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: Marie Zhu

Property Address: 2132 HOUSTON DR

BUYER(S) INITIALS: MZ

SELLER(S) INITIALS: CN

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claims against Brokers or their agents for (a) defects in the Property; (b) inaccurate estimates of acreage or square footage; (c) environmental waste or hazards on the Property; (d) the fact that the Property may be in a flood zone; (e) the Property's proximity to freeways, airports or other nuisances; (f) the zoning of the Property; (g) tax consequences; or (h) factors related to Buyer's failure to conduct walk-throughs or inspections. Buyer assumes full responsibility for the foregoing and agrees to conduct such tests, walk-throughs, inspections and research, as Buyer deems necessary. In any event, Broker's liability is limited, under any and all circumstances, to the amount of that Broker's commission/fee received in this transaction.

Other Matters

23. DEFINITIONS: "Acceptance" means the date that both parties have consented to a final, binding contract by affixing their signatures to this Agreement and all counteroffers and said Agreement and all counteroffers have been delivered to both parties pursuant to Section 24 herein. "Agent" means a licensee working under a Broker or licensees working under a developer. "Agreement" includes this document as well as all accepted counteroffers and addenda. "Appraisal" means a written appraisal or Notice of Value as required by any lending institution prepared by a licensed or certified professional. "Bona Fide" means genuine. "Buyer" means one or more individuals or the entity that intends to purchase the Property. "Broker" means the Nevada licensed real estate broker listed herein representing Seller and/or Buyer (and all real estate agents associated therewith). "Business Day" excludes Saturdays, Sundays, and legal holidays. "Calendar Day" means a calendar day from/to midnight unless otherwise specified. "CFR" means the Code of Federal Regulations. "CIC" means Common Interest Community (formerly known as "HOA" or homeowners associations). "CIC Capital Contribution" means a one-time non-administrative fee, cost or assessment charged by the CIC upon change of ownership. "CIC Transfer Fees" means the administrative service fee charged by a CIC to transfer ownership records. "Close of Escrow (COE)" means the time of recordation of the deed in Buyer's name. "Default" means the failure of a Party to observe or perform any of its material obligations under this Agreement. "Delivered" means personally delivered to Parties or respective Agents, transmitted by facsimile machine, electronic means, overnight delivery, or mailed by regular mail. "Down Payment" is the Purchase Price less loan amount(s). "EMD" means Buyer's earnest money deposit. "Escrow Holder" means the neutral party that will handle the closing. "FHA" is the U.S. Federal Housing Administration. "GLVAR" means the Greater Las Vegas Association of REALTORS®. "Good Funds" means an acceptable form of payment determined by ESCROW HOLDER in accordance with NRS 645A.171. "IRC" means the Internal Revenue Code (tax code). "LID" means Limited Improvement District. "N/A" means not applicable. "NAC" means Nevada Administrative Code. "NRS" means Nevada Revised Statutes as Amended. "Party" or "Parties" means Buyer and Seller. "PITI" means principal, interest, taxes, and hazard insurance. "PMI" means private mortgage insurance. "PST" means Pacific Standard Time, and includes daylight savings time if in effect on the date specified. "PTR" means Preliminary Title Report. "Property" means the real property and any personal property included in the sale as provided herein. "Receipt" means delivery to the party or the party's agent. "RPA" means Residential Purchase Agreement. "Seller" means one or more individuals or the entity that is the owner of the Property. "SID" means Special Improvement District. "Title Company" means the company that will provide title insurance. "USC" is the United States Code. "VA" is the Veterans Administration.

24. SIGNATURES, DELIVERY, AND NOTICES:

A. This Agreement may be signed by the parties on more than one copy, which, when taken together, each signed copy shall be read as one complete form. This Agreement (and documents related to any resulting transaction) may be signed by the parties manually or digitally. Facsimile signatures may be accepted as original.

B. When a Party wishes to provide notice as required in this Agreement, such notice shall be sent regular mail, personal delivery, overnight delivery, by facsimile, and/or by electronic transmission to the Agent for that Party. The notification shall be effective when postmarked, received, faxed, delivery confirmed, and/or read receipt confirmed in the case of email. Delivery of all instruments or documents associated with this Agreement shall be delivered to the Agent for Seller or Buyer if represented. Any cancellation notice shall be contemporaneously delivered to Escrow in the same manner.

25. IRC 1031 EXCHANGE: Seller and/or Buyer may make this transaction part of an IRC 1031 exchange. The party electing to make this transaction part of an IRC 1031 exchange will pay all additional expenses associated therewith, at no cost to the other party. The other party agrees to execute any and all documents necessary to effectuate such an exchange.

26. OTHER ESSENTIAL TERMS: Time is of the essence. No change, modification or amendment of this Agreement

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: Marie Zhu

Property Address: 2132 HOUSTON DR

BUYER(S) INITIALS: MZ

SELLER(S) INITIALS: CW

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shall be valid or binding unless such change, modification or amendment shall be in writing and signed by each party. This Agreement will be binding upon the heirs, beneficiaries and devisees of the parties hereto. This Agreement is executed and intended to be performed in the State of Nevada, and the laws of that state shall govern its interpretation and effect. The parties agree that the county and state in which the Property is located is the appropriate forum for any action relating to this Agreement. Should any party hereto retain counsel for the purpose of initiating litigation to enforce or prevent the breach of any provision hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorney's fees and costs incurred by such prevailing party.

THIS IS A LEGALLY BINDING CONTRACT. All parties are advised to seek independent legal and tax advice to review the terms of this Agreement.

THIS FORM HAS BEEN APPROVED BY THE GREATER LAS VEGAS ASSOCIATION OF REALTORS® (GLVAR). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

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27. **ADDENDUM(S) ATTACHED:** _____

28. **ADDITIONAL TERMS:**
Buyer agree to pay the difference in cash if appraisal come in lower than purchase price, not to exceed purchase price of \$200k.

Buyer's Acknowledgement of Offer

Confirmation of Representation: The Buyer is represented in this transaction by:

Buyer's Broker: <u>Joyce Nickrandt</u>	Agent's Name: <u>Liwei Helen Chen</u>
Company Name: <u>Investpro Realty</u>	Agent's License Number: <u>S.0175520</u>
Broker's License Number: <u>B0144660</u>	Office Address: <u>3553 VALLEY VIEW BLVD</u>
Phone: <u>702-997-3832</u>	City, State, Zip: <u>LAS VEGAS NV 89103</u>
Fax: <u>702-997-3836</u>	Email: <u>helen0510c@gmail.com</u>

BUYER LICENSEE DISCLOSURE OF INTEREST: Pursuant to NRS 645.252(1)(c), a real estate licensee must disclose if he/she is a principal in a transaction or has an interest in a principal to the transaction. Licensee declares that he/she:

☒ **DOES NOT** have an interest in a principal to the transaction. **-OR-**

☐ **DOES** have the following interest, direct or indirect, in this transaction: ☐ Principal (Buyer) **-OR-** ☐ family or firm relationship with Buyer or ownership interest in Buyer (if Buyer is an entity): (specify relationship)

Seller must respond by: 5 (☐AM☒PM) on (month) September, (day) 6, (year) 2017. Unless this

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: Marie Zhu
Property Address: 2132 HOUSTON DR

BUYER(S) INITIALS: MZ
SELLER(S) INITIALS: CN

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Agreement is accepted, rejected or countered below and delivered to the Buyer's Broker before the above date and time, this offer shall lapse and be of no further force and effect. Upon Acceptance, Buyer agrees to be bound by each provision of this Agreement, and all signed addenda, disclosures, and attachments.

Buyer's Signature: Marie Zhu Buyer's Printed Name: Marie Zhu Date: 09/05/2017 Time: 4:05 PM ☐ AM ☐ PM

Buyer's Signature: _____ Buyer's Printed Name: _____ Date: _____ Time: _____ ☐ AM ☐ PM

Seller's Response

Confirmation of Representation: The Seller is represented in this transaction by:

Seller's Broker: <u>Joyce Nickrandt</u>	Agent's Name: <u>Liwei Helen Chen</u>
Company Name: <u>Investpro Realty</u>	Agent's License Number: <u>S.0172460</u>
Broker's License Number: <u>B0144660</u>	Office Address: <u>3553 Valley View Dr</u>
Phone: _____	City, State, Zip: <u>Las Vegas NV 89103</u>
Fax: <u>866-782-3075</u>	Email: <u>zhong.kenny@gmail.com</u>

SELLER LICENSEE DISCLOSURE OF INTEREST: Pursuant to NRS 645.252(1)(c), a real estate licensee must disclose if he/she is a principal in a transaction or has an interest in a principal to the transaction. Licensee declares that he/she:

☒ **DOES NOT** have an interest in a principal to the transaction. -OR-
☐ **DOES** have the following interest, direct or indirect, in this transaction: ☐ Principal (Seller) -OR- ☐ family or firm relationship with Seller or ownership interest in Seller (if Seller is an entity): (specify relationship)

FIRPTA: If applicable (as designated in the Seller's Response herein), Seller agrees to complete, sign, and deliver to Buyer's FIRPTA Designee a certificate indicating whether Seller is a foreign person or a nonresident alien pursuant to the Foreign Investment in Real Property Tax Act (FIRPTA). A foreign person is a nonresident alien individual; a foreign corporation not treated as a domestic corporation; or a foreign partnership, trust or estate. A resident alien is not considered a foreign person under FIRPTA. Additional information for determining status may be found at www.irs.gov. Buyer and Seller understand that if Seller is a foreign person then the Buyer must withhold a tax in an amount to be determined by Buyer's FIRPTA Designee in accordance with FIRPTA, unless an exemption applies. Seller agrees to sign and deliver to the Buyer's FIRPTA Designee the necessary documents, to be provided by the Buyer's FIRPTA Designee, to determine if withholding is required. (See 26 USC Section 1445).

SELLER DECLARES that he/she ☒ **is not** -OR- ☐ **is** a foreign person therefore subjecting this transaction to FIRPTA withholding. SELLER(S) INITIALS: CN

☒ **ACCEPTANCE:** Seller(s) acknowledges that he/she accepts and agrees to be bound by each provision of this Agreement, and all signed addenda, disclosures, and attachments.

☐ **COUNTER OFFER:** Seller accepts the terms of this Agreement subject to the attached Counter Offer #1.

☐ **REJECTION:** In accordance with NAC 645.632, Seller hereby informs Buyer the offer presented herein **is not** accepted.

Seller's Signature: [Signature] Seller's Printed Name: TKNR INC Date: 09/05/2017 Time: 4:53 PM ☐ AM ☐ PM

Seller's Signature: _____ Seller's Printed Name: _____ Date: _____ Time: _____ ☐ AM ☐ PM

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: Marie Zhu BUYER(S) INITIALS: MZ
 Property Address: 2132 HOUSTON DR SELLER(S) INITIALS: CN

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ADDENDUM NO. 1 TO PURCHASE AGREEMENT



In reference to the Purchase Agreement executed by Marie Zhu
as Buyer(s) and TKNR INC
as Seller(s), dated 09/05/17
covering the real property at 2132 HOUSTON DR LASVEGAS NV 89104
, the ☒ Buyer ☐ Seller hereby proposes that the Purchase

Agreement be amended as follows:

1. buyer and seller agree to extend the COE to 1/5/18.
2. buyer to make an immediate additional deposit of \$60,000 (sixty thousand dollars) to escrow , and the escrow to release the entire \$60,000 (sixty thousands dollars) to seller immediately, and become non-refundable. If this transfer is not completed within 48 hours of execution of this addendum , this addendum will become invalid immediately, either buyer and seller have any obligations to each other.
3. Total of \$60,000 will be applied to purchase price as buyer's credit at COE. All other terms on the existing RPA and addendum to stay the same and effective .
4. Buyer also agree to pay for the rent on one of 2 bedroom unit at the rate of \$650 per month until seller place a tenant in the unit , the rent will be paid by buyer to seller at successful COE .in the event that seller place a tenant in the unit , buyer will no longer be paying the rent to seller , and buyer will pay \$800 tenant placement fee (leasing fee) to current PM immediately, which is none refundable and to be prorated at successful COE.
5. Time is essence on this addendum.
6. Seller has the right to cancel the escrow without any obligation to the buyer only if the buyer fails to close the escrow for any reason what so ever by Jan 5th, 2018.
7. Buyer agrees to hold harmless against the seller, listing agent and its broker, selling agent and its broker if the buyer fails the close by Jan 5th, 2018 per RPA and this addendum.

Authentisign
Joyce Nickrandt
witness 7/20/2017 7:48 PM PDT

☐ **ADDITIONAL PAGE(S) ATTACHED.** This Addendum is not complete without the additional terms on the attached _____ page(s).

When executed by both parties, this Addendum is made an integral part of the aforementioned Purchase Agreement.

WHEN PROPERLY COMPLETED, THIS IS A BINDING CONTRACT. IF YOU DO NOT FULLY UNDERSTAND ITS CONTENTS, YOU SHOULD SEEK COMPETENT LEGAL COUNSEL BEFORE SIGNING.

<p style="text-align: center;">Authentisign <u>Marie Zhu</u> 09/26/2017 7:48 PM PDT</p> <p><input checked="" type="checkbox"/> Buyer <input type="checkbox"/> Seller</p>	<p>Date</p> <p>09/26/2017</p>
<p><input type="checkbox"/> Buyer <input type="checkbox"/> Seller</p>	<p>Time</p> <p>7:48 PM</p>
<p>Acceptance:</p> <p style="text-align: center;">Authentisign <u>[Signature]</u> 09/27/2017 11:06 AM PDT</p> <p><input type="checkbox"/> Buyer <input type="checkbox"/> Seller</p>	
<p><input type="checkbox"/> Buyer <input type="checkbox"/> Seller</p>	<p>Date</p> <p>09/27/2017</p>
	<p>Time</p> <p>11:06 AM</p>

Prepared by: Liwei Helen Chen
Agent's Printed Name

Phone

Addendum to Purchase Agreement 9/12

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ADDENDUM NO. 2 TO PURCHASE AGREEMENT



In reference to the Purchase Agreement executed by Marie Zhu
as Buyer(s) and TKNR INC
as Seller(s), dated 09/05/17
covering the real property at 2132 HOUSTON DR LASVEGAS NV 89104
, the ☒ Buyer ☐ Seller hereby proposes that the Purchase Agreement be amended as follows:
1. Buyer's name amend to WLAB INVESTMENT GROUP LLC

☐ **ADDITIONAL PAGE(S) ATTACHED.** This Addendum is not complete without the additional terms on the attached _____ page(s).

When executed by both parties, this Addendum is made an integral part of the aforementioned Purchase Agreement.

WHEN PROPERLY COMPLETED, THIS IS A BINDING CONTRACT. IF YOU DO NOT FULLY UNDERSTAND ITS CONTENTS, YOU SHOULD SEEK COMPETENT LEGAL COUNSEL BEFORE SIGNING.

Marie Zhu 12/12/2017 1:39:33 PM PST
☒ Buyer ☐ Seller
Date
1:39 PM
Time

Acceptance:
[Signature] 12/12/2017 2:45:12 PM PST
☐ Buyer ☒ Seller
Date
2:45 PM
Time

Prepared by: Liwei Helen Chen
Agent's Printed Name
Phone

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EXHIBIT G

EXHIBIT G

Neil D. Opfer

Opfer Construction & Review [OPCOR] Group, LLC
NV B-2 License #0048965
1920 Placid Ravine
Las Vegas, Nevada 89117

opfern@yahoo.com
(702) 341-5828 (office)
(702) 895-4047 (alt. office)
(702) 523-2738 (mobile)

November 30, 2020

REPORT

Mr. Michael B. Lee, Esq.
Principal
Michael B. Lee, PC Law Firm
1820 East Sahara Avenue – Suite 110
Las Vegas, Nevada 89104

**RE: WLAB Investment, LLC v. TKNR, Inc., et al.
Triplex Property
2132 Houston Drive, Las Vegas, Nevada 89104
Construction Defect Issues
Case No.: A-18-785917-C**

Dear Mr. Lee:

ASSIGNMENT:

We were assigned to perform a site investigation and analysis of the existing Triplex Property at 2132 Houston Drive, Las Vegas, Nevada 89104. This Triplex Property originally built in 1954 had been sold in August 2017 to the Plaintiff by the Defendants. Subsequent to this sale, the Plaintiff has alleged a number of construction defects with the subject Property. While the Defendants owned the Property a minor amount of remodeling work had taken place with the Property with finishing work such as tile work, cabinetry, and painting. In addition, a new HVAC system was installed with package roof-mounted heat pumps.

My opinions along with the bases and reasons therefore regarding this issue are set forth below. As a supplement to the report, I have attached my resume, curriculum vitae containing my qualifications including a list of all publications I have authored during the past ten years-plus, and my best attempt at listing other cases in which I have testified as an expert at trial (past ten-plus years) or by deposition during the past ten-plus years. It is my understanding that there may be other experts in the subject litigation that are preparing their own reports or that may be deposed

in this case. I plan to supplement this preliminary report as necessary based on my review of such reports or depositions, and am available to consider and evaluate additional issues as necessary and requested by your office.

ISSUES AND DISCUSSION:

This writer conducted a site examination and inspection on November 17, 2020 at the Triplex Property, 2132 Houston Drive, Las Vegas, Nevada 89104 with, of course, yourself and Mr. Kenny Lin of InvestPro Realty plus a representative of the Plaintiff and Plaintiff's attorney. Photo CDs/index prints from this site visit have been forwarded to your office. Interior access, as you know, was only available to one unit of the three units of the Triplex as this was an empty unit and the residents of the other two units were not there. This was despite the fact that an agreed-upon time of 3:00PM had been previously set for inspection of the Triplex which included interior inspections. Apparently the Plaintiff's representative there at the time could not allow us interior access to the other two units. This writer was able to access the roof and exterior for all three units. The Triplex (three units included) totals approximately 2167 square feet based on provided information.

This writer has been provided with a number of documents in this case including the sales agreement and related disclosures. In addition, this writer has been provided with the Report of Mr. Sani (hereinafter Sani Report) who was retained by the Plaintiffs in this dispute. A listing of supplied information is included as Exhibit 1 to this Report. In addition, this writer conducted a search for the Property on Zillow Las Vegas which had 34 Photographs stamped from GLVAR (Greater Las Vegas Association of Realtors) in 2017 which depicted the Property prior to sale. Also, a search of Google Maps provided street views of the Property from February 2020.

Residence Construction In 1954:

As noted above, the Triplex Property was built in 1954 which makes the Property 63 years old at the time of sale to the Plaintiff (2017 – 1954 = 63 years old). This means that the Property would have been built under the 1952 Edition of the Uniform Building Code and other associated building codes with their respective editions in effect at the time such as the National Electrical Code and

Uniform Plumbing Code. It is unknown to this writer as to subsequent work that took place on this Triplex in the intervening 63 years prior to 2017 except for the minor remodeling work done by the Defendants and the new HVAC system prior to sale.

Building Permits Not Required For Finishing Work:

Contra to the assertions contained in the Sani Report, not all remodel work or construction work requires a building permit. Both the Uniform Building Code (UBC) in effect in the City of Las Vegas until mid-2004 and the successor to the UBC, the International Building Code and International Residential Code have lists of work not requiring building permits. The City of Las Vegas Building Department has published a “When Do I Need A Permit? A Homeowners Guide” for residential work not requiring permits. The complete guide is attached to this Report as Exhibit

1. An excerpt of this Guide is reprinted below as Figure 1 and continued on the next page with **bolding and red-color adds** as necessary.

HOMEOWNERS AND PERMITS – WHAT CAN I DO WITHOUT A PERMIT?

There are numerous things you can do to your house that do not require permits. **Permits are NOT required for the following:**

Building Improvements

1. Non-habitable one-story detached accessory structures (storage structures, playhouses, etc.) provided the floor area does not exceed 200 square feet, provided there are no electrical, plumbing or mechanical improvements or additions;
2. Fences not over 2 feet high, unless required for barriers around swimming pools (a swimming pool barrier is required for any swimming pool, hot tub, spa or similar structure intended for swimming, recreational bathing or immersion that contains water over 4 feet depth and constructed after November 21, 1990);
3. Retaining walls that are not over 2 feet in height measured from the bottom of the footing to the top of the wall unless supporting a surcharge;
4. Private concrete sidewalks, slabs, and driveways not more than 30 inches above adjacent grade and not over any basement or story below; an offsite permit is needed if the ANY portion of the driveway is in the public right-of-way;
- 5. Painting, papering, tiling, carpeting, cabinets, countertops, interior wall, floor or ceiling covering, re-grouting tile, and similar finish work;**
6. Prefabricated swimming pools where the pool walls are entirely above the adjacent grade. However, barrier requirements are not exempt;
7. Swings and other playground equipment accessory to a one- or two-family dwelling;
8. Gutters and downspouts;
9. Door and window replacements (where no structural member is altered or changed).

Figure 1 City of Las Vegas Building Department “When Do I Need A Permit? A Homeowners Guide”

HOMEOWNERS AND PERMITS – WHAT CAN I DO WITHOUT A PERMIT?

There are numerous things you can do to your house that do not require permits. **Permits are NOT required for the following: (continued)**

Electrical Improvements

1. To remove and replace broken or damaged electrical outlets (like for like only). However, permits are required to install, upgrade or change outlets for decorative purposes. If a GFCI protected outlet is required by code, a permit is required;
2. To replace defective breakers (like for like only);
3. To replace light bulbs and fluorescent tubes;
4. To replace an existing garbage disposal, dishwasher, or similar appliance of 30 amps or less;
5. To install low voltage wiring for garage door openers, cable TV, or burglar alarms;
6. To install phone outlets (wire must be listed type wire);
7. To install CATV – Community Access TV (wire must be listed type wire);
8. To replace an existing door bell.

Plumbing Improvements

1. Repair/replace a sink;
2. Repair/replace a toilet;
3. Repair/replace a faucet (if not concealed in a wall);
4. Resurfacing Shower walls;
5. Repair/replace Shower heads;
6. Repair/replace Rain Gutters and Downspouts;
7. Add to or alter an irrigation system with an approved back flow device;
8. Install a water filter;
9. Replace a hose bibb;
10. Install a fountain or other water feature that is filled by a hose 18 inches in depth or less;

Mechanical (Heating, Ventilation, and Air Conditioning) Improvements

1. Portable heating appliances, cooking or clothes drying appliances;
2. Portable ventilation appliances;
3. Portable cooling units;
4. Steam, hot, or chilled water piping within any heating or cooling equipment regulated by the mechanical or plumbing code;
5. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe;
6. Portable evaporative coolers installed in windows; installation within a wall opening created for such will require a permit.
7. Portable appliances, such as freezers, washing machines, refrigerators, portable barbecue grill, etc.;
8. Change out furnace filters.

Figure 1 City of Las Vegas Building Department “When Do I Need A Permit? A Homeowners Guide” (Continued)

Contra to the Sani Report, as seen above, the minor remodel work undertaken by the Defendants prior to sale of the Triplex Property did not require building permits. This is seen in Item 5 in the Building Improvements' Section and Items 1, 2, 3, 4, and 5 in the Plumbing Improvements' Section:

Building Improvements: 5. Painting, papering, tiling, carpeting, cabinets, countertops, interior wall, floor or ceiling covering, re-grouting tile, and similar finish work;
Plumbing Improvements: 1. Repair/replace a sink; 2. Repair/replace a toilet; 3. Repair/replace a faucet (if not concealed in a wall); 4. Resurfacing Shower walls; 5. Repair/replace Shower heads;

In addition, it should be noted that in the real-estate disclosure documents as part of the sale from Defendants to Plaintiff, it was highlighted that there had been work done on the Property without building permits as seen below in Figure 2 which is Bates Stamped as DEF 0003. Figure 3 below denotes that HVAC work was done through a licensed contractor with other work by handymen.

Authenticity ID: F1D6A3F-4D63-4384-8A8D-8B8B1A4C813D

Property conditions, improvements and additional information:
 Are you aware of any of the following?

	YES	NO
1. Structure:		
(a) Previous or current moisture conditions and/or water damage?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Any structural defect?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) Any construction, modification, alterations, or repairs made without required state, city or county building permits?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) Whether the property is or has been the subject of a claim governed by NRS 40.600 to 40.695. Transmission defect?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Figure 2 – From DEF 0003 Notification To Buyer That Work Had Been Performed On The Property Without Building Permits

EXPLANATIONS: Any "Yes" to questions on pages 1 and 2 must be fully explained here.
 Attach additional pages if needed.

one of the unit has brand new kitchen cabinet installed
 all 3 Units has brand new AC installed within 3 months
 all 3 bathrooms are redone within 2 years
 sprinkler for landscaping doesn't work all pipes are broken
 please consider that there are no sprinkler system
 AC units are installed by Licensed contractor, all other work
 are done by owner's handymen
 owner never resides in the property and never ~~will~~ visited
 the property.

Figure 3 – From DEF 0004 Notification To Buyer That Work Had Been Performed On The Property With HVAC Work By A Licensed Contractor With Other Work By Handymen

Waived Standard Inspection Requirement:

Note 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. It is true that some cracks in walls and flooring surfaces may have taken place since purchase but stucco cracking and floor-surface cracking is a common issue with both residential and commercial real estate in the Las Vegas Valley based on this writer's work experience of having been in the area since 1989. The Defendants did not construct the concrete slab-on-grade or construct the walls of this Property. Any dead loads added to the Property from wall refinishing or the addition of the roof-top heat pump units are essentially trivial in proper context and would not cause either wall cracking or slab cracking. Deteriorated stucco and cracked concrete slabs are seen in the 2017 GLVAR Photos of the Property still currently posted at the website for Zillow Las Vegas [<https://www.zillow.com/b/2132-houston-dr-las-vegas-nv-63J2M3/#mmlb-2> site accessed November 18, 2020.] Other more- extensive-photographic documentation of the conditions of the Property at the time of the foreclosure sale and at time of sale to Plaintiff is found in Defendants' Fourth Supplement To Initial Disclosures Of Documents And Witnesses Pursuant To NRCP 16.1.

30
31 **A. PROPERTY INSPECTION/CONDITION:** During the Due Diligence Period, Buyer shall take such
32 action as Buyer deems necessary to determine whether the Property is satisfactory to Buyer including, but not limited to,
33 whether the Property is insurable to Buyer's satisfaction, whether there are unsatisfactory conditions surrounding or otherwise
34 affecting the Property (such as location of flood zones, airport noise, noxious fumes or odors, environmental substances or
35 hazards, whether the Property is properly zoned, locality to freeways, railroads, places of worship, schools, etc.) or any other
36 concerns Buyer may have related to the Property. During such Period, Buyer shall have the right to conduct, non-invasive/
37 non-destructive inspections of all structural, roofing, mechanical, electrical, plumbing, heating/air conditioning,
38 water/well/septic, pool/spa, survey, square footage, and any other property or systems, through licensed and bonded contractors
39 or other qualified professionals. Seller agrees to provide reasonable access to the Property to Buyer and Buyer's inspectors.
40 Buyer agrees to indemnify and hold Seller harmless with respect to any injuries suffered by Buyer or third parties present at
41 Buyer's request while on Seller's Property conducting such inspections, tests or walk-throughs, Buyer's indemnity shall not
42 apply to any injuries suffered by Buyer or third parties present at Buyer's request that are the result of an intentional tort, gross
43 negligence or any misconduct or omission by Seller, Seller's Agent or other third parties on the Property. Buyer is advised to
44 consult with appropriate professionals regarding neighborhood or Property conditions, including but not limited to: schools;
45 proximity and adequacy of law enforcement; proximity to commercial, industrial, or agricultural activities; crime statistics; fire
46 protection; other governmental services; existing and proposed transportation; construction and development; noise or odor
47 from any source; and other nuisances, hazards or circumstances. If Buyer cancels this Agreement due to a specific inspection
48 report, Buyer shall provide Seller at the time of cancellation with a copy of the report containing the name, address, and
49 telephone number of the inspector.

Figure 4 – From DEF 0010 Notification To Buyer That Buyer Has Both Access To The Property And The Right To Conduct Inspections Of The Property

Figure 4 above is excerpted from real-estate documentation that points out to the Buyer that they have the right to have both access and conduct inspections of the Property. There is no indication

in the Sani Report that any destructive testing was performed so therefore an inspector or contractor could have made the same observations, albeit often incorrect, that have been made in the Sani Report.

Las Vegas Valley Geology:

To place the assertions of the Sani Report in proper context, the geology of the Las Vegas Valley

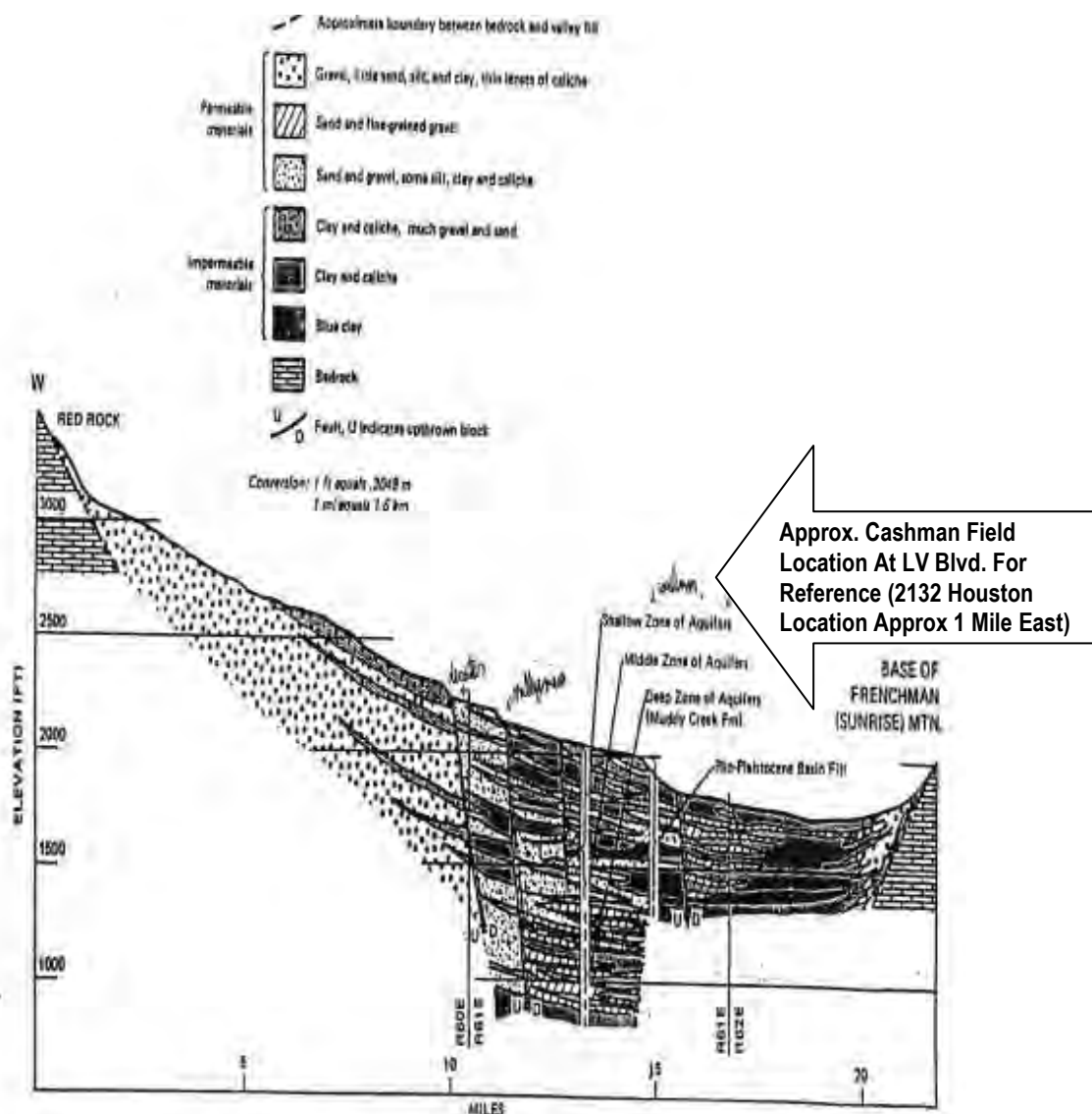


Figure 13 Cross-section across Las Vegas Valley, from Bell (1981), after Maxey and Jameson, 1948.

Figure 5 Las Vegas Valley Geologic Cross-Section (Bell, J.W., 1981, Subsidence in Las Vegas Valley)

and hydrology both require brief coverage. As those familiar with the Las Vegas Valley know, soil conditions vary widely in the area from basalt rock or caliche rock to sand, gravel, silt, clay, sulfate-laden soils (chemically “hot” soils) and collapsible gypsum. The Las Vegas Valley at its deepest point was originally 3,000-4,000 feet deeper than it is today. The actions of 100-year floods and 1,000-year floods over an extensive time period has meant that these floods carried soil materials from the Spring Mountains to the West and the River Mountains to the East to fill up the Las Vegas Valley to what is seen today. These floods and the material carried in these flood waters have meant that just as a stream or river first drops heavier material such as rocks and then fine material further on so as has taken place in the central area of the Las Vegas Valley. Therefore this area consists of fine material including sand, silt and clay. The varied soil conditions and this filling of the Las Vegas Valley are seen above in Figure 5 which is a broad cross-section of the Las Vegas Valley. The white arrow in Figure 5 calls out the location of Cashman Field. The 2132 Houston Drive location would be approximately 1 mile to the East of Cashman Field on the cross-section view of Figure 5 when looking at Cashman Field’s location versus Eastern Avenue. Obviously both Eastern Avenue and Las Vegas Boulevard change paths but the 1-mile East per the cross-section is the most accurate estimate.

Based on this writer’s experience, the clay material can include expansive clay. The issue with expansive clay is that it can swell up (expand) in the presence of water and then compress when it dries out. Note that expansive clays have created residential-foundation problems in many areas.

Rainfall patterns vary greatly in the Las Vegas Valley and the area is on the Eastern edge of the Mojave Desert. Average rainfall in a year is 4 inches although summer cloudbursts can dump an inch of rain in less than an hour over localized areas. Moreover as seen above in Figure 5 there is a substantial drop-off in elevation from the West side of the Valley to the East side.

The area at Houston Drive is a relatively low area of the Las Vegas Valley at approximately a 2,000-foot elevation. Higher areas of the Valley such as the Summerlin Area are at an elevation in excess of 3,000 feet. The Las Vegas Valley has been described by some as a bathtub with its drain at Lake Mead. As a consequence, drainage of the Las Vegas Valley flows from West to East as it finally exits at Lake Mead. Therefore all landscape irrigation water will naturally run from

those residential and commercial properties at higher elevations to those areas of the Las Vegas Valley such as here at a lower elevation. This hydrogeology is discussed in part below in Figure 6 from a discussion on hydrogeology and the Las Vegas Wash excerpted below:

https://www.lvwash.org/html/important_env_hydrology.html (site accessed November 18, 2020).

Hydrology

The Las Vegas Valley is a bowl-shaped basin surrounded by rugged mountain ranges. The entire hydrographic basin is 1,600 square miles. The western edge of the valley is located approximately five miles west of Lake Mead, which is an impoundment on the Colorado River. The valley occupies a structural basin in the Basin and Range Province of the northern Mojave Desert, and most shallow ground water and all surface flows are tributary to Lake Mead via the Las Vegas Wash.



The valley is bounded virtually on all sides by mountain ranges that reach a maximum elevation of almost 12,000 feet above sea level (in the Spring Mountains to the west). The valley floor elevation ranges from about 3,000 feet in the west at the mountain front to 1,500 feet in the east at the outflow of the valley.

Figure 6 Las Vegas Valley Hydrology

https://www.lvwash.org/html/important_env_hydrology.html (site accessed November 18, 2020)

Therefore varying groundwater conditions from rainfall and other runoff issues can impact ground movement particularly with the presence of expansive clays. The point of this discussion is that this then impacts the performance of walls and concrete floor slabs as to cracking to a significant degree. Cracked floor tile can be replaced in one year only to have the same issues appear again

in the next year or year after that as an example. Standard construction materials such as stucco, drywall, floor tile, and concrete will all tend to crack when subjected to these forces. Again, cracking in these materials is seen all over the Las Vegas Valley.

Structural Defects: (Sani Report – Section A)

It is correct that there is cracking of walls and concrete slab work at the Property. However, as noted subsequently in this Report within the HVAC Section, the addition of the rooftop heat-pump unit with one located on each half of the roof system is a trivial-load item. The fact that there is cracking of flooring and cracking of walls such as seen with the exterior stucco was not caused by the addition of roof-top heat-pump units that creates an additional 220 pounds of wall loading and slab-foundation loading to an overall system section load in excess of 2200 pounds on a conservative basis. Photographic evidence disclosed in Defendants' Fourth Supplement To Initial Disclosures Of Documents And Witnesses Pursuant To NRCP 16.1 shows that there was extensive cracking evident on stucco walls and concrete slabs prior to heat-pump installation or any other work by Defendants at the Property. The Sani Report does not recognize prior conditions in existence before any work took place by the Defendants. There is no indication in the Sani Report of any documentation reviewed in preparation of this Report which is either an oversight or indicates a fundamental flaw in the estimate and discussion within the Sani Report. The Sani Report criticizes the presence of window-box AC units at the Property. The allegation, in part, is that these two respective wall openings were created for the two window-box AC units and this created structural damage. As seen in disclosed photographs of the Property prior to remodel work taking place, the window-box AC unit on the North wall was already in existence. At the West wall, there was an existing window-box unit that was inside the framed-window area. This unit from disclosed photographs was a Frigidaire window-box AC unit. Instead a wall opening below the window was created and in place now is a portable LG window-box AC unit. While it is true that here an opening was created for this LG unit in the wall it was below the window glass which, of course, is not carrying a structural load. Therefore there is no structural impact. This change in relative position is seen below in Figure 7. The rationale for taking the Frigidaire unit out of the window and creating an opening below is that this greatly improves energy efficiency. The sealing around the AC unit in the window was problematic and from disclosed photographs one

piece of glass had been substituted for with a piece of plywood (foreclosure photograph DEF 4000201).

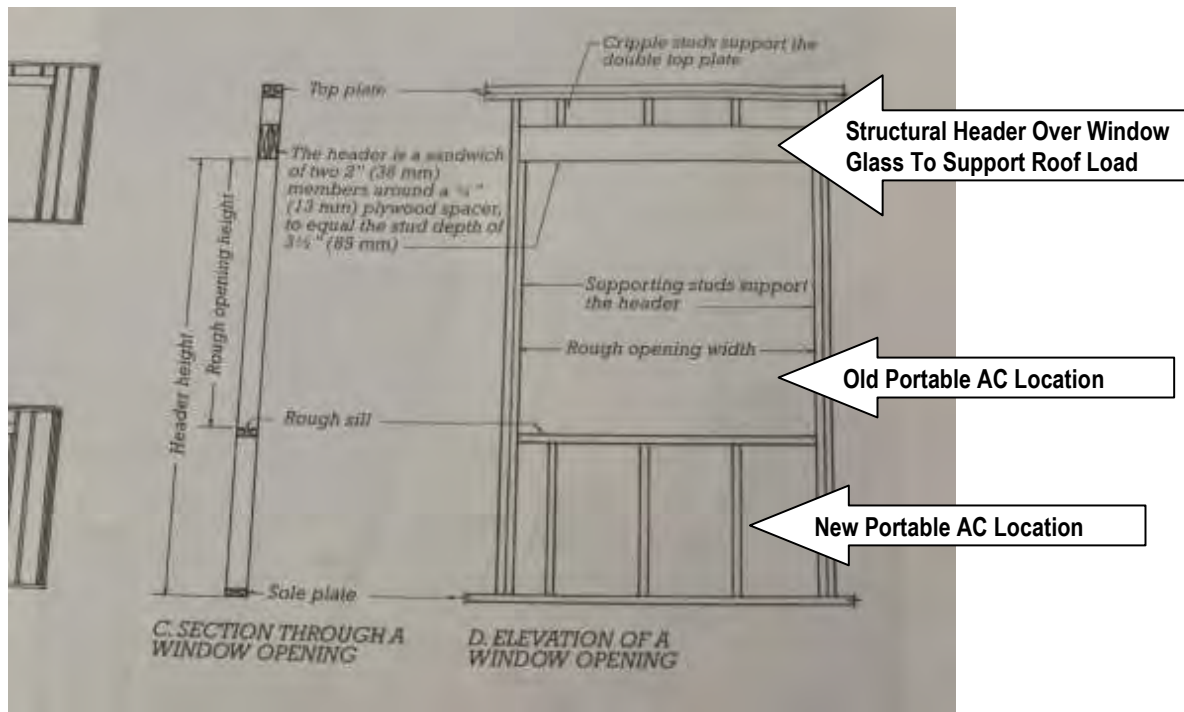


Figure 7 – Window Construction With Header In Wall And Relative Location Of Both Old And New Locations Of Portable Window AC Unit Underneath Window At West Wall (White Arrows)

The next portion of the allegations within the Sani Report as to structural damage deals with in-structure plumbing issues with leaks and vent-ducting routed into the attic. As to plumbing leaks, it is true that faucets/sinks have been changed at this Property but this is outside the wall envelope on the interior of the unit(s) where it has taken place due to new kitchen cabinet and bathroom vanity installation as an example. The Property at sale/purchase as previously noted was 63 years old so plumbing leaks are common but it is not seen wherein this issue is the result of actions by the Defendants. PEX (cross-linked polyethylene) piping has been a common piping replacement for copper piping in the Las Vegas Valley for the past 20 years in this writer's experience so the mere indication of PEX piping does not indicate any fault due to the action of Defendants.

In terms of vent ducting into the attic again, there is no indication that this work was done by Defendant's as they did not perform any attic work except that of the licensed contractors on the HVAC system and related attic ductwork. Also, as previously noted, these vent-ducting issues

discussed in the Sani Report also could have been seen on an attic inspection at the time of purchase. In addition, vent ducts can become disconnected from their roof-jack outlets which is a maintenance issue for whoever owns the Property at the time.

The Sani Report also discusses the addition of stucco to wall areas with the contention that this additional stucco coating caused damage to the wall including sinking. First off, as seen in disclosed photographs the Property walls on the Triplex itself and other walls has had a stucco coating prior to ownership by the Defendants. Secondly, the minor amount of stucco coating added to wall areas is trivial by comparison to the total weight of the wall. The residence walls themselves are standard 3-1/2 inch-thickness brick masonry and as noted earlier in this Report, brick itself weighs approximately 40 pounds per square foot. Therefore a 5-foot-tall wall in one lineal foot would have a weight of 200 pounds (5-foot height x 1-foot length x 40 pounds weight/square foot = 200 pounds). The original existing stucco is a one-coat system over foam based on observed evidence from damaged-stucco areas. At a stucco thickness of 3/8-inch-to-1/2-inch in thickness, this would yield approximately 5 pounds per square foot per side of wall. Since this would most likely not weigh more than 10 pounds per square foot total for both sides which would be another 50 pounds (5-foot height x 1-foot length x 10 pounds weight/square foot = 50 pounds). This 50-pound number is then added to the 200 pounds for a 250-pound total weight for one lineal foot of wall. Now if the repair coating might conservatively add another 10 pounds per square foot for both sides of the wall, this increases the walls' weight per lineal foot to 300 pounds. The soil-bearing capacity as seen earlier in this Report is 1500 pounds per square foot (psf). Therefore at 300 pounds per lineal foot distributed over one square foot of ground area (wall-to-slab/footing-interface-to-ground) at 1500 psf, this is significantly under the allowable ground-support capacity as dictated by the International Building Code. Therefore while the Sani Report attempts to make an interesting point, it would be more interesting if this point were supported by the available facts of the situation.

Electrical System: (Sani Report – Section B)

As noted, the Defendants hired, at different points in time, two separate licensed HVAC contractors to install the roof-mounted heat pump HVAC system. There were 3 locations for 110-volt service on the roof for the three previous evaporative coolers. Obviously as part of this HVAC

system, electrical requirements were for 220-volt service versus the in-place 110-volt service. Again, any deficient electrical work related to this 220-volt service situation could have been readily ascertained by an inspection at the time of purchase by the Plaintiff.

As to window-box AC units, as noted there were two units in place as documented by disclosed photographs and the same would also be in place for the subject electrical service. The only action by the Defendants was the relocation of one unit from inside the window frame to below the window frame. This did not require new electrical work as it simply used the existing service. While the Sani Report finds necessary the wholesale replacement of the entire Property's electrical system, the only issue related to the Defendants concerns the HVAC 220-volt service versus the original in-place 110-volt service at three locations that serviced the three roof-top evaporative cooling units.

Plumbing System: (Sani Report – Section C)

The allegations here are, in part, that in the replacement of the evaporative coolers and heating furnaces with the rooftop heat-pump units, that mistakes were made in disconnecting various plumbing supply lines and gas supply lines. Again the Defendants relied upon the licensed HVAC contractors to properly perform the work which is why they retained these licensed HVAC contractors in the first place.

As to PEX plumbing lines, again, while there was limited interior plumbing work undertaken to install new kitchen cabinets and bathroom vanities, this did not involve inside-the-wall plumbing. Again, with a 63-year old Property and various changes with copper piping, PEX piping, and other plumbing repairs over the years prior to Defendants owning the Property, plumbing issues can arise. Overall this plumbing system at 63 years old concerning supply lines is beyond design life as seen from the Houlogic website [<https://www.houlogic.com/organize-maintain/home-maintenance-tips/types-plumbing-pipes-and-their-lifespans/> (site accessed November 18, 2020)] excerpted below in Figure 8:

Again, with a 63-year-old Property in 2017 that is now 66 years old in 2020, plumbing problems and issues are to be expected particularly with a rental property. Rental properties experience more-severe-service requirements due to many factors often including a lack of knowledge in order to care for a Property on the part of tenants along with often an uncaring attitude as well.

That the HVAC system water and gas supply lines may have been incorrectly terminated per the Sani Report is the fault of the licensed HVAC contractors. In addition, it is the fault of the Plaintiffs for not conducting requisite inspections of the Property prior to its purchase. Since this issue is apparently open and obvious as per the Sani Report, it would have been open and obvious as well during a pre-purchase inspection.

Your Plumbing Lifespan (bold and red-color emphasis added below)

Supply pipes (under constant pressure and therefore most likely to cause water damage when they leak)	Brass	40-70+ yrs
	Copper	50+ yrs
	Galvanized Steel	20-50 yrs
Drain lines	Cast iron	75-100 yrs
	Polyvinyl chloride (known as PVC)	Indefinitely

If your pipes are older than these guidelines from the U.S. Department of Housing and Urban Development Residential Rehabilitation Inspection Guide, it doesn't necessarily mean they need to be replaced. Well-maintained pipes may last longer, and poorly maintained ones or **those in areas with hard water (meaning it has high mineral content), may fail sooner.**

Figure 8 Houselogic Website

Sewer System: (Sani Report – Section D)

The Sani Report is correct in that, most likely, clay pipe was used for the sewer system connection from the Property to the City connection in the Street and that the system dates from 1954.

However, there is no evidence of abuse presented just because the system was snaked in an effort to remove clogging contra to the allegations in the Sani Report. In addition, the Sani Report ignores the possibility that if snaking did somehow damage the sewer line that it was only snaking by Defendants that damaged the line and not any snaking that took place in the prior 60-year-plus history of the Property. That's an interesting contention of the Sani Report but how this could be proven is not provided within the content of the Sani Report. Moreover it is a well-known fact that vitrified clay pipe is relatively weak and can be easily penetrated by tree roots in both their normal-growth patterns and in their search for water. Snaking of a sewer does not need to occur for damage to take place from tree roots or soil movement.

Heating System / Cooling System: (Sani Report – Sections E And F)**HVAC System Work By Licensed Contractors:**

Originally a package 220-volt 5-ton heat pump (RTU) was installed at the roof area by a licensed HVAC contractor. It should be noted that first, the term 5-ton does not refer to weight but instead cooling capacity as every 12,000 BTUs (British Thermal Units) is called a “ton.” Therefore a 5-ton unit is 60,000 BTUs of cooling capacity. The 5-ton unit was then replaced with two 2-ton heat-pump RTUs as there was a disagreement between the tenants as to utility bills since the 5-ton RTU serviced two of the three units in the Triplex. With the two 2-ton RTUs which were also each 220-volt units, then each unit had its own RTU which eliminated tenant disputes over utility bills. The two 2-ton RTUs were installed by a second licensed HVAC contractor. The original cooling source was rooftop evaporative cooling units. The evaporative cooling units were powered by 110-volt power and required a water source. With the evaporative cooling, heat was supplied by a separate system. The advantage of heat pump units is that in one unitary package both heating and cooling can be supplied. However, the heat pump units require 220-volt power instead of 110-volt power. Note that in order to install both the 5-ton RTU and twin 2-ton RTUs that 220-volt power had to be run from the electrical panel to the RTUs themselves. Now it should be noted that residential power coming into the Property is 110-volt so then two 110-volt “legs” are taken and combined to provide 220-volt power. Again, this situation was open and obvious and could have been readily inspected prior to purchase of the Triplex Property. This dual 110-volt feed is done even on new residences in Las Vegas where 220-volt power is needed for HVAC systems, electric ranges, electric dryers, and similar loads. Previous to this heat-pump installation, heating was separately supplied through a furnace located in each unit. These heating units were removed at the same time.

The Sani Report attempts to imply that the presence of a the 5-ton RTU or the two 2-ton RTUs at the rooftop area create substantial weight. The replacement 2-ton RTUs are Goodman Brand GPH14M. As seen in Exhibit 2 attached to this Report, the shipping weight of a 2-ton GPH14M is 380 pounds. It should be noted that shipping weight includes packaging and palletizing of the RTU so install weight is less but then is balanced out by the weight of the roof curb. Therefore, in the below calculations the 380-pound number will be used as a conservative approach. This RTU

weight is within an approximate 4-foot by 4-foot footprint (47-inches x 51 inches) or approximately 16 square feet. Taking 380 pounds into 16 square feet finds a roof loading of 23.75 pounds per square foot. Evaporative coolers essentially consist of a blower/fan, frame, filter media, and water-circulation system. This typical evaporative cooler construction is seen below in Figure 9. It is unknown what brand was used with this evaporative-cooler system but a typical unit weight would be 110 pounds and adding 5 gallons of water at 8.3 pounds/gallon (40 pounds) between water in the sump and filter-media weight would then total 160 pounds.

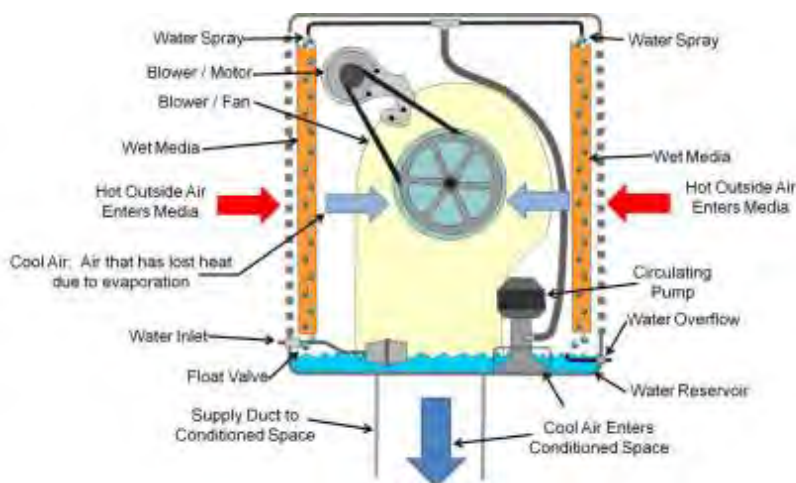


Figure 9 – Evaporative Cooler Construction Example

One must also include the dead-load weight of the roofing materials. Asphalt shingles/roofing felt at 2.35 pounds per square foot, 5/8-inch roof sheathing plywood at 1.875 pounds per square foot, and 2x8 roof rafters at (16 inches o.c.) at 2.1 pounds per square foot totals approximately 6.3 pounds per square foot. Taking a 4-foot strip of roof rafters at 48 inches plus the tributary load on each side at 8 inches x 2 sides equals 64 inches or 5.33 feet. Each half of the roof is approximately 20 feet in length so therefore 20 feet x 5.33 feet x 6.3 pounds per square foot = 639.6 pounds. [Note that material loads/weights are taken from the Western Woods Use Book Design Manual Chapter 5 © 1983 by Western Wood Products Association.]

The Sani Report points to wall cracking and foundation-slab cracking as evidence that the weight of the subject 2-ton RTUs or the previous 5-ton RTU led to this cracking distress. The Triplex appears to this writer and based on this writer's construction experience to have a concrete slab-

on-grade foundation and brick walls. The brick walls appear to be 3-1/2 inches thick and the concrete slab would most likely be 4 inches in thickness. Concrete weighs approximately 150 pounds per cubic foot or with 27 cubic feet in a cubic yard, 4,050 pounds. At 4 inches thick, a cubic yard of concrete will cover 81 square feet of area which is a weight of 50 pounds per square foot (4,050 pounds per cubic yard / 81 SF coverage per cubic yard = 50 pounds per square foot. Brick itself weighs approximately 40 pounds per square foot. Therefore a 4-foot length of wall that is 8-feet in height will weigh 1280 pounds (4-ft. length x 8-ft. height x 40 pounds per square foot = 1280 pounds). Note that the roof rafters are spaced at 16 inches on center and these would support the approximate 4-foot width of the RTU. Therefore 3 roof rafters carry this load. These rafters rest on the brick bearing walls. A 4-foot length of brick wall at 8-feet in height weighing 1280 pounds will also have a 4-foot strip of concrete which at 12 inches in width with therefore 4 square feet of concrete is 200 pounds for a total of 1480 pounds (1280 pounds wall-weight plus 200 pounds slab weight). Note in this calculation, the weight of the roof rafters, roof sheathing, and composition roofing are not included.

So take the roof-system weight at 639.6 pounds, the concrete slab weight/brick masonry wall weight at 1480 pounds, and the weight including water weight of the previous evaporative cooler at 160 pounds then totals 2,279.6 pounds. The evaporative cooler weight at 380 pounds had a net weight addition of 220 pounds (380 pounds new weight – 160 pounds existing = 220 pounds net-weight addition). This additional 220 pounds then produces a new total of 2,449.6 pounds or 9.7 percent more (2449.6 pounds / 2,279.6 pounds = 1.097).

The concrete slab's compressive-strength rating is at least 2,000 psi (psi = pounds/square inch) in direct-load rating. That means that 1 square foot (144 square inches) would obviously support multiples of this amount.

The lowest soil capacity rating given in the 2018 Edition of the International Building Code as seen in Figure 10 below is a minimum of 1500 pounds per square foot so three linear feet of wall with a one-foot width strip is 4500 pounds. Taking the 2449.6 pounds weight that includes the roof system, HVAC heat pump system, brick wall/concrete slab system, this is then 54% of allowable

design capacity versus the 4500-pound soil rating (2449.9 pounds / 4500 pounds = 0.544 x 100 = 54.4%).

**TABLE 1806.2
PRESUMPTIVE LOAD-BEARING VALUES**

CLASS OF MATERIALS	VERTICAL FOUNDATION PRESSURE (psf)	LATERAL BEARING PRESSURE (psf/ft below natural grade)	LATERAL SLIDING RESISTANCE	
			Coefficient of friction ^a	Cohesion (psf) ^b
1. Crystalline bedrock	12,000	1,200	0.70	—
2. Sedimentary and foliated rock	4,000	400	0.35	—
3. Sandy gravel and gravel (GW and GP)	3,000	200	0.35	—
4. Sand, silty sand, clayey sand, silty gravel and clayey gravel (SW, SP, SM, SC, GM and GC)	2,000	150	0.25	—
5. Clay, sandy clay, silty clay, clayey silt, silt and sandy silt (CL, ML, MH and CH)	1,500	100	—	130

For SI: 1 pound per square foot = 0.0479 kPa, 1 pound per square foot = 0.157 kPa/m.
a. Coefficient to be multiplied by the dead load.
b. Cohesion value to be multiplied by the contact area, as limited by Section 1806.3.2.

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2018 INTERNATIONAL BUILDING CODE®

Figure 10 2018 Edition International Building Code Table 1806.2 (Page 434) Soil Bearing Values (1500 PSF Value Noted By White Arrow)

The Sani Report is correct that both concrete slab cracking and wall cracking has taken place. Deteriorated stucco and cracked concrete slabs are seen in the 2017 GLVAR Photos of the Property still currently posted at the website for Zillow Las Vegas [<https://www.zillow.com/b/2132-houston-dr-las-vegas-nv-63J2M3/#mmlb-2> site accessed November 18, 2020.] That both cracking in the exterior concrete slabs and exterior stucco walls were evident at the time of sale per the relevant photos from the GLVAR website as seen below with Photographs 1, 2, 3, and 4. Photograph 1 from GLVAR's website (dated 2017) shows the North side of the Triplex (Houston Drive Side) with stucco distress/cracking evident along the North side and with the original-evaporative units in place on roof.. Photograph 2 below from GLVAR's website (dated 2017) is at the West side of the Triplex (Houston Drive Side looking South) with stucco distress/cracking evident along the West side of the Property along with concrete-exterior-slab cracking. These items seen in Photograph 2 are marked with white arrows. Photograph 3 below shows a view looking South at the South patio area. There is clear evidence of concrete slab distress with slab cracking and also stucco-wall distress and repairs to same in Photograph 3 from GLVAR's website taken in 2017. No painting is seen over these stucco repairs on this wall. Photograph 4 is a disclosed photograph taken in 2017 that shows stucco cracking at the East-side walls of the Property (DEF 4000310).



Photograph 1 (GLVAR-Supplied) Note Deteriorated/Distressed Stucco North Side (White Arrows) In 2017



Photograph 2 (GLVAR-Supplied) Note Cracking/Distressed Stucco West Side And Cracked Concrete Slabwork (White Arrows) In 2017



Photograph 3 (GLVAR-Supplied) Note Cracking/Distressed Stucco From South Patio Area On Wall And Cracked Concrete Slab (White Arrows) In 2017



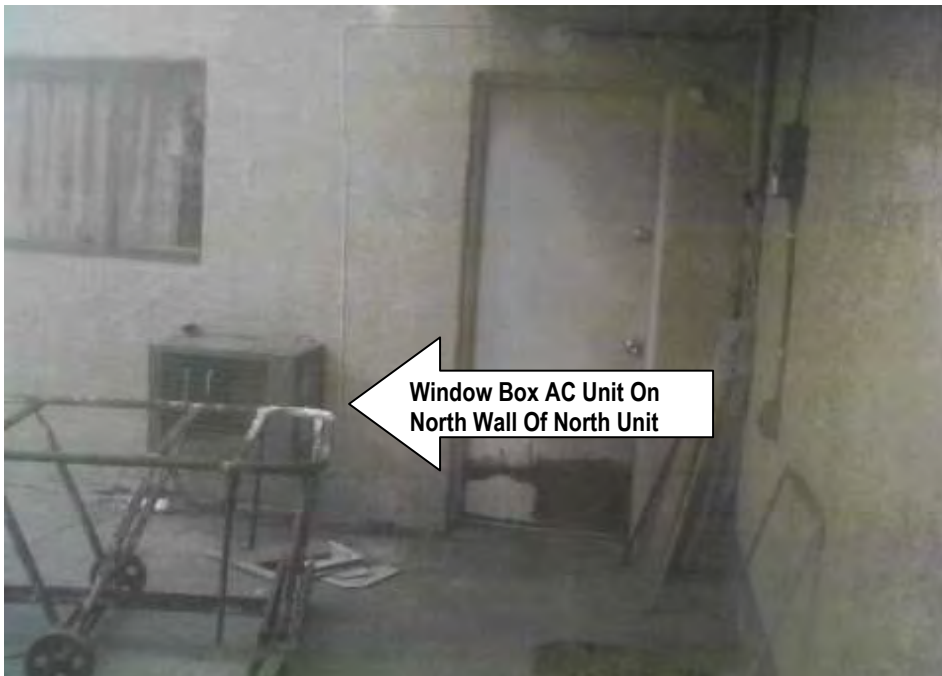
Photograph 4 Stucco Cracking At The East-Side Walls Of The Property (DEF 4000310)



Photograph 5 (From Google Maps – Street View At February 2020) View From Euclid With Minivan Parked On Front Porch And SUV Parked Next To House Wall (East Side Of Triplex)

The above Photograph 5 extracted from Google Maps shows tenants parking their vehicles on the East side of the Property in the yard. The minivan vehicle is parked on the front porch and the SUV is parked nearby next to the East-side wall. Note that each vehicle weighs approximately 4,000 pounds with an average loading per tire on the ground at 1,000 pounds. More importantly these vehicles are parked right next to the Property walls. This writer's experience is that these types of practices can result in vehicles hitting walls or vehicle doors hitting walls which can create cracking and other wall damage.

The Sani Report states that one unit out of the three does not have a permanent heating source. As indicated previously in this Report, the Plaintiff's representative was not able to grant us access to the subject unit. It was indicated to this writer by Mr. Lin that one or both of the window-box AC units also could supply heat. As seen in Photograph 6 below (DEF 4000205), an existing AC unit is seen on the North wall of the North unit and this unit may have also been capable of supplying heating. Of course, contra to the assertions in the Sani Report, this in-wall unit was existing including the opening created in this wall for the unit.



Photograph 6 Window Box AC Unit On Northside Wall (Existing) DEF 4000205

Moisture Conditions And/Or Water Damage: (Sani Report – Section G)

This contention of the Sani Report concerns moisture vented into the attic from bathroom exhaust fans and clothes dryers. However, it should be noted that there are roof-jacks/vents in place at the roof. Moreover Defendants did no work at the attic area but instead used existing connections at the ceiling areas. Since Defendants did no work at the attic areas, the conditions complained about as to venting and ducting were present at the Property prior to Defendants owning the Property. Bathroom renovation does not require permits and inspections per City of Las Vegas Building Department Regulations when it comes to finish work such as tiling, cabinetry, and replacement of sinks and shower heads. Defendants had no inside-wall plumbing work done as to install a new sink merely requires completing connections that are exterior to the wall itself. That there may be leaks with the plumbing system in a 60-year-old-plus Property is not surprising given its age.

Roof: (Sani Report – Section H)

The contention here is that placement of the roof-top 2-ton heat pump units and the previous placement of the 5-ton unit damaged the roofing system. As noted, each of the Goodman 2-ton

units added a net weight of 220 pounds (380 pounds heat-pump weight – 160 pounds evaporative-cooler weight) and this weight is spread out over 16 square feet of roof area so the net difference is 13.75 pounds per square foot. The 5-ton unit of the same Goodman brand would be at 495 pounds or a net difference of 335 pounds or 20.93 pounds per square foot. This writer's inspection at the roof area found no noticeable sagging from the installation of these roof-top heat-pump units. Again, the Defendants hired licensed HVAC contractors for this work and relied upon the expertise of these contractors. The Sani Report is correct in that based upon an online search, there does not appear to be a building permit or associated inspection for this work per Figure 11 below from the City of Las Vegas Website

(<https://www.lasvegasnevada.gov/Business/Permits-Licenses/Building-Permits/Permit-Application-Status?search=address&addrkey=237304>) (Site accessed November 19, 2020)

. As to wind-load calculations, the Triplex Property is, of course, a single-story building and therefore presents a lower-wind profile than would a two-story property. In addition, the question here would be whether or not the wind profile of the heat pump units would differ significantly from that of the previous evaporative cooling units. The contention here also relates to venting into the attic that it is contended has damaged the roof. Again, the Defendants did no work in the attic with venting. The Sani Report contends that due to the work and re-work on the roof that this had led to roof leaks when it rains. Further concerning the information seen in Figure 11, based upon what

Figure 11 Building Permit Search For 2132 Houston Drive Address from
<https://www.lasvegasnevada.gov/Business/Permits-Licenses/Building-Permits/Permit-Application-Status?search=address&addrkey=237304> (Site accessed 11/20/2020)

SEARCH BY:

STREET NUMBER: STREET DIRECTION: STREET

NAME: Do not include suffix (St., Blvd. Cir.)

Search Clear Search

RESULTS 2 record(s) found for Address- '2132 Houston'

Select

C18-03833 - Commercial Building Permit (Com)

Key Number: 923987

Current Status: Inspections

Application Received: 9/6/2018

Indicates Inspection Pending

Project Name: Unit A
Address: 2132 HOUSTON DR
Type of Work: Over the counter
Permit Issued: 9/6/2018
Expiration Date: 3/27/2019 -- Please contact Building and Safety at 702-229-6251
Scope of Work: ELECTRIC METER TAG, PANEL CHANGE OR SERVICE CHANGE (Schedule a 231 inspection for service change) (1)

Select
R18-13147 - Residential Building Permit (Res)
Key Number: 927848
Current Status: Completed
Application Received: 10/3/2018
Project Name: 2132 Houston St.
Address: 2132 HOUSTON DR
Type of Work: Wall Fence
Permit Issued: 10/3/2018
Scope of Work: Chain Link Fence

Figure 11 (Continued) Building Permit Search For 2132 Houston Drive Address from City Of Las Vegas Website <https://www.lasvegasnevada.gov/Business/Permits-Licenses/Building-Permits/Permit-Application-Status?search=address&addrkey=237304> (Site accessed 11/20/2020)

Is showing with the City of Las Vegas Website, there have never been any permits taken out on this Property for either original construction or remodel work over the years except for these two lone permits in 2018. Related to the lack of HVAC permits may be that somehow any permits were either misfiled or with additional research, other permits may be located in the future. In addition, it should be noted as seen in Figure 11 above that the electrical-permit work has never been inspected for this permit issued to Plaintiffs in September 2018.

Fungus / Land (Sani Report – Sections H (sic) And J)

Previously covered by this writer in other areas of this Report.

Sani Report - \$650,000 Construction Cost-To-Repair Estimate

Alleged as construction defects is a list of items totaling \$650,000 as the Sani Estimate within the Sani Report (Exhibit 3). The Triplex Property is 2167 square feet that sold for approximately \$200,000 or \$92.29 per square foot which, of course includes the land's value as a corner lot

within the sales price. At the \$650,000 cost to “repair” this 2167 square foot Property yields a unit cost of \$299.95 per square foot. This is simply nonsensical that a 63-year old Property would cost 3 times [$\$299.95 \text{ per SF} / \$92.29 \text{ per SF} = 3.25 \text{ times}$] its original purchase price to repair. This Sani Report Estimate has been copied and is re-formatted as Figure 12 below. The Sani Estimate within the Sani Report is accompanied by a brief description of the reason for the line-item cost but no unit prices and instead simply lump-sum line items.

Item No.	Defect Repair	Cost (\$)
1	Structural Defects	150,000
2	Electrical System	70,000
3	Plumbing System	60,000
4	Sewer System	60,000
5	Heating System	15,000
6	Cooling System	60,000
7	Moisture/Water Damage	40,000
8	Roof	70,000
9	Fungus/Mold	50,000
10	Flooring	25,000
11	Foundation	50,000
	Total	\$650,000

Figure 12 – Sani Report Of Estimated Cost To Correct At \$650,000

The basis of the Sani Estimate is nonsensical in the first place and there is nothing seen from this Sani Report that was not present at the time of sale of the Triplex Property. There were cracks in the stucco system and concrete slab system existing in 2017. Roof venting/duct venting had not been changed by Defendants and was existing in 2017 and could have been inspected by Plaintiff. Since 2017 there may have been additional cracking that has taken place due to soils movement but as previously demonstrated through fundamental construction-system calculations in this Report, this wall or floor cracking is not related to work by the Defendants. Moreover plumbing leaks and sewer issues may take place but these issues are to be expected with the Property that is now 66 years old.

The Sani Estimate states that defects with the heating/cooling system will cost \$75,000 (\$60,000 cooling and \$15,000 heating) to repair. As a comparison, the two 2-ton heat pump units cost a total of \$7,600 to install or about 10% of the Sani Estimate and these units, of course, provide both heating and cooling. It should also be noted that brand-new houses of comparable-square-foot

size are being sold in 2020 for approximately half the amount of the \$650,000 total contained in the Sani Estimate. Notably the prices of these new houses include new-street utilities and new-paved streets and are in new neighborhoods that may be considered more desirable than this subject-1950s-era neighborhood.

In this writer's experience, construction-defect estimates contain the scope of work as to units and the associated unit costs. In limited exceptions, certain items may be estimated on a lump-sum basis. The Sani Estimate is completely comprised of lump-sum items and therefore cost comparisons are not possible. However, the single most-significant problem with the Sani Estimate as seen above in Figure 12 is that it relies on fundamentally-flawed assumptions as to the source of distress seen at the Triplex Property. Given these flawed assumptions that ignore underlying issues such as failure to inspect, soil-movement issues and ground-water movement at the Property, means that, of necessity, that any rational basis for this Sani Estimate also is a failure.

SUMMARY:

In summary, the Triplex Property at the time of sale in 2017 was 63 years old having been built in 1954. Photographs taken in 2017 at the time of sale/prior to sale to Plaintiff clearly show cracking in stucco walls and cracking in the concrete slab-on-grade. This would indicate soils movement in the past or something that is an ongoing issue. Soils in this area based on this writer's 30-plus years in the Las Vegas Valley consist of silts, clays, and sulfate-laden soils that can be problematic and result in soil movement. In addition, the Property's location at a lower elevation in the Las Vegas Valley can mean groundwater issues that can also contribute to soil-movement problems.

The Property's age means that numerous features are at/past their design life such as the sewer system and plumbing system. This sewer system, based on this writer's experience and the age of original construction, would be clay tile. The Defendant, TKNR, et al., had hired licensed HVAC contractors to install HVAC work at the Property. This HVAC work, since the heat pump units were powered by 220-volt service instead of the existing 110-volt service, by necessity, required additional power. There were three separate 110-volt services for three evaporative cooling units up on the roof prior to the heat-pump substitution. Any deficiencies with this electrical installation were open, obvious and could have been inspected prior to purchase as with all other items with this Triplex Property. Any cracks such as wall or floor cracks subsequent to the purchase would obviously be new but again this occurs even on new homes across the Las Vegas Valley and elsewhere.

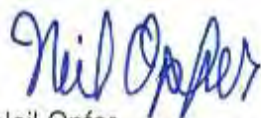
Based on a building-permit search, there are no permits on file for the Property save for two permits pulled in 2018 which would indicate at face value that the Triplex does not exist which, of course, is not the case. Other permits for the original Property's construction and subsequent remodeling work may be found in the future with further research.

Other work such as tile flooring, wall-finish work, painting, and cabinetry was done by others hired by the Defendant. As per City of Las Vegas Building Department Requirements, none of this subject work required building permits contra to the assertions by Plaintiff as seen in the Sani Report.

The Sani Estimate of cost to correct yields a total lump-sum cost of \$650,000 for this Property and in comparison this Property was sold for \$200,000 in 2017. Notably new properties of comparable square footage on new-paved streets with new-street utilities in new-more-desirable neighborhoods than this 1950s-era neighborhood are selling for half the cost of the \$650,000 contained in the Sani Estimate. It should be noted that these new-house prices also include the land cost. Even if the Property was demolished down to the ground with a pad-up rebuild, costs for completely new construction would be less than are seen in the Sani Estimate. The Sani Estimate only contains lump-sum prices for gross line items rather than units such as square-foot costs and unit pricing as commonly seen in the construction industry with construction cost-to-correct estimates. The single largest flaw in the rationale behind the Sani Estimate is that the actions of the Defendants are the reasons for the corrective actions required at the Property. As this Report has demonstrated, the reasons for issues such as wall cracking and slab cracking are due to underlying soils/groundwater issues.

The opinions and analysis in this Report are offered within a reasonable degree of scientific and engineering certainty. If there are any questions regarding this matter or if there is any new information, please contact myself. Thank you for contacting us on this case.

Sincerely,



Neil Opfer
Construction Expert

CC: Exhibit 1 – List of Reviewed Information
Exhibit 2 – Goodman Heat Pump Specs With 2-Ton And 5-Ton Unit Weights – Excerpt
Exhibit 3 – Sani Report Of Construction Defects
Photo CD w/ Index Prints

Exhibit 1 – List Of Reviewed Information

Item No.	Description
1	Plaintiff's Initial Disclosure
2	Defendant's Initial Disclosure
3	Defendant's First Supplement
4	Defendant's Demand For Site Inspection
5	Defendants' First Amended Answer, Counterclaim, And Third Party Claim
6	Defendants' Fourth Supplement To Initial Disclosures Of Documents And Witnesses
7	Miscellaneous Websites Including Zillow And City Of Las Vegas Building Department

Exhibit 2 Goodman Specifications With Respective Weights Of 2-Ton And 5-Ton Units (Page 1 Of 2)



Goodman
Air Conditioning & Heating

GPH14M

COOLING CAPACITY: 24,000 - 58,000 BTU/H
HEATING CAPACITY: 23,000 - 57,000 BTU/H

PACKAGED HEAT PUMP
2 TO 5 TONS
14 SEER / 8.0 HSPF



Contents

Nomenclature	4
Product Specifications	5
Expanded Cooling Data	8
Expanded Heating Data	16
Airflow Data	18
Heat Kit Electrical Specs	20
Dimensions	21
Wiring Diagrams	22
Accessories	24



Standard Features

- Energy-efficient scroll compressor
- Multi-speed ECM indoor blower motor
- Convertible airflow, horizontal or downflow
- Copper tube/aluminum fin condenser coil
- All-Aluminum evaporator coil
- Liquid-line filter drier
- 5.0kW to 20 kW electric heat kit available as a field-installed option
- AHRI Certified ETL Listed

Cabinet Features

- Heavy gauge galvanized-steel cabinet with attractive Architectural Gray powder-paint finish
- Aluminum foil-facing internal insulation reinforced with fiberglass scrim
- Fully insulated air-handling compartment with convenient access panels
- Louvered condenser coil protection
- Meets cabinet air leakage requirements when tested in accordance with ASHRAE standard 293
- One footprint for all tonnage

10 PARTS
YEAR
LIMITED
WARRANTY

2 UNIT
YEAR
LIMITED
WARRANTY





UL LISTED
QUALITY SYSTEM
CERTIFIED BY NSF
CLASSIFIED

UL LISTED
QUALITY SYSTEM
CERTIFIED BY NSF
CLASSIFIED



* Condenser-coil protection available from your local dealer as an optional add-on feature. To protect the indoor coil, the condenser-coil protection is not required when the unit is installed in a location where the condenser-coil protection is not required.

ES-GPH14M

www.goodmanmfg.com

8/20
Revised: 10/20

Exhibit 2 Goodman Specifications With Respective Weights Of 2-Ton And 5-Ton Units (Page 2 Of 2)

SPECIFICATIONS

	GPH14 24M41A*	GPH14 30M41A*	GPH14 36M41A*	GPH14 42M41A*	GPH14 48M41A*	GPH14 60M41A*
COOLING CAPACITY						
Total BTU/h	24,000	35,000	51,000	61,000	68,000	95,000
Sensible BTU/h	18,700	27,800	39,900	47,600	53,400	74,500
SEER / EER	14/11	14/11	14/11	14/11	14/11	14/11
Dehum.	76	75	81	80	79	80
AHRF #6	7470164	7470165	7470161	7470165	7470166	7470162
HEATING CAPACITY						
BTU/h (1.7T)	23,000	34,000	50,000	60,000	67,000	93,000
COP (47°F)	3.6	3.8	3.9	4.0	4.0	3.7
BTU/h (1.7T)	12,800	15,000	19,000	22,000	25,000	31,000
COP (17°F)	3.2	3.2	3.3	3.3	3.2	3.3
HSF	8.8	8.8	8.8	8.8	8.8	8.8
EVAPORATOR MOTOR						
Type	ECM	ECM	ECM	ECM	ECM	ECM
Wired (D x W)	10 x 3	10 x 5	10 x 8	10 x 9	10 x 9	10 x 9
Normal Cooling CFM	380	460	1,280	1,300	1,900	1,850
FLX / LFR	4.3 / -	4.3 / -	4.3 / -	5.8 / -	3.8 / -	7.8 / -
No. of speeds	5	3	5	5	5	5
Interlocks: SPX	1-1,050	1-1,050	1-1,050	1-1,050	1-1,050	1-1,050
EVAPORATOR COIL						
Face Area (ft²)	4.52	4.55	4.55	4.55	6.20	5.20
Row Deep/ Fin per inch	4 / 14	4 / 14	4 / 14	4 / 14	4 / 14	4 / 14
Down Size (DPT)	9"	9"	9"	9"	9"	12"
R-Value/Refrigerant Charge (lb.)	128	128	135	135	153	180
CONDENSER FAN / COIL						
Motorpower: RPM	5/ 870	5/ 880	5/ 880	5/ 870	5/ 1075	5/ 1,075
PLA/RK	1.6 / 3.5	1.6 / 3.5	1.4 / 3.0	1.4 / 2.9	1.4 / 2.9	2.5 / 3.0
Fan Diameter / # Fan Blades	22 / 3	22 / 3	22 / 4	22 / 3	22 / 3	22 / 3
Pressure (in")	12.25	12.25	12.25	12.25	15.30	15.30
Flow (gpm) (water equiv.)	3 / 16	3 / 16	3 / 16	3 / 16	3 / 16	3 / 16
COMPRESSOR						
Quantity	1	1	1	1	1	1
Type	Scroll	Scroll	Scroll	Scroll	Scroll	Scroll
Stage	Single	Single	Single	Single	Single	2 Stage
ELECTRICAL DATA						
Voltage/ Phase (volts)	104-230/1	208-230/1	208-230/1	208-230/1	208-230/1	208-230/1
Compressor RLA/ VRL	12.6 / 68.3	14.3 / 73	16.7 / 79	17.9 / 102	21.3 / 112	27.1 / 152.9
Total Unit Amps	18.7	20	22.8	25.1	29	37.2
Min. Circuit Ampacity*	21.9	23.5	26.6	29.6	34.5	44.0
Max. Overcurrent Protection*	30 amps	30 amps	40 amps	40 amps	50 amps	70 amps
Shipping Weight (lbs.)	150	250	400	430	480	630

*Wire size should be determined in accordance with National Electrical Codes. Spacwire wire run will require larger wire size.
*Always use fuses or HACR-type circuit breakers. Wire size as indicated.

Note: Always check the SBR plate for unit specific information. Units being installed.

380 Pounds

SS-GPH14-EM

www.goodmanac.com

3

Exhibit 3 Sani Report
Expert Testimony Report
By
Amin Sani
President of Arvin Construction Co.
General Contractor License # 86070
RE : 2132 Houston Dr
Las Vegas, NV 89104

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Plaintiff's Expert Witness Disclosure
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a. Structure defect.

1. Three old small swamp coolers were removed without UBC required permits and inspections.
2. One 5-tons heat pump package unit systems on the one roof top area with ducting system for the whole building were installed without UBC required weight load and wind load calculations, permits and inspections. Due to the 5-tons heat pump package unit being too big, too heavy and having control problems, later 5-tons heat pump package system were also removed without UBC required permits and inspections.
3. Two new 2-tons heat pump package units on the two roof top areas for Unit B and Unit C with two new ducting systems were installed without UBC required weight load and wind loan calculations, permits and inspections again.
4. Two new window holes on exterior walls were opened for two window cooling units in Unit A without UBC required structure calculation, permits and inspections.

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

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

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

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

The recent inspection of the exterior wall found multiple cracks which indicates

structural problems caused by the heavy weight load on the roof and wall. The estimated cost for remove existing wall and footing and redone all walls, footings now is about \$150,000.

b. Electrical System

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

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

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

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

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

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

c. Plumbing System.

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

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

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

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

The unlicensed and unskilled workers to completely renovate all three

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

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

d. Sewer System.

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

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

e Heating System

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

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

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

f. Cooling System

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

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

installed two new 2-ton heat pump package units, one each for Unit B and Unit C. The two window cooling units were also installed in Unit A's exterior walls. All of the above work was done without UBC required permits and inspections.

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

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

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

g. Moisture conditions and or water damage.

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

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

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

h. Roof.

The roof of the Subject Property was damaged by changing roof top Heating, Cooling and Venting and ducting systems multiple times. The existing swamp coolers were removed from roof top and covered the swamp coolers ducting holes. A 5-ton heat pump package unit with a new ducting system on one roof top area was installed. Later The 5-ton heat pump package unit with part of the ducting system from the one roof top area was removed. The two 2-ton heat pump package units on the two roof top areas were installed. All of this

renovation, demolition, and construction work was done without UBC required weight load and wind load calculations, permits and inspections.

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

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

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

Miao v. TKNR, INC et al

Case # A-18-785917-C

Plaintiff's Expert Witness Disclosure

Page 171

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

h. Fungus or mold problems.

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

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

i. Flooring.

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

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

j. Problems with the land/foundation

The large quantities of floor tiles cracked and the floor buckled were found in apt units.

This indicated that there have foundation problems likely due to heavy loads by the new HVAC systems and the venting of moisture into the ceiling and attic and new stuccos lays. Too

Miao v. TKNR, INC et al

Case # A-18-785917-C

Plaintiff's Expert Witness Disclosure

Page 172

much weight loads on the walls caused exterior wall cracking.

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

EXHIBIT H

EXHIBIT H

NRS: CHAPTER 645 - REAL ESTATE | NRS: CHAPTER 113 - SALES OF | Permit & Application Status

lasvegasnevada.gov/Business/Permits-Licenses/Building-Permits/Permit-Application-Status

Apps Suggested Sites MSN.com Imported From IE Calculator: Add to... City of Las Vegas Clark County - Asse... Clark County - Reco... Clark County Court... Compelling Discove... Court Filing - 9th CL... Court Filing - Clark... Court Filing - Justic...

LASVEGASNEVADA.GOV Residents Visitors Business Government Pay News Contact

Search

Permit / Application Status

SEARCH BY: Address

STREET NUMBER: 2132 STREET NAME

Search Clear Search

No address found. Please check and re-enter address.

X

2132 HOUSTON DR., LAS VEGAS

Select & Continue

Showing 1 to 1 of 1

This site will display selected information for development applications and permits submitted to the City of Las Vegas. This information is prepared as an informational service only and should not be relied upon as an official record. For official records and actions, please contact the appropriate department. [Click here](#) for a listing of city permits and licenses.

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RA000154

Select

C18-03833 - Commercial Building Permit (Com)

Key Number: 923987

Current Status: Inspections

Application Received: 9/6/2018

Project Name: Unit A

Address: 2132 HOUSTON DR

Type of Work: Over the counter

Permit Issued: 9/6/2018

Expiration Date: 3/27/2019 – Please contact Building and Safety at 702-229-625

Scope of Work: ELECTRIC METER TAG, PANEL CHANGE OR SERVICE CHANGE (Schedule inspection for service change) (1)

Select

R18-13147 - Residential Building Permit (Res)

Key Number: 927848

Current Status: Completed

Application Received: 10/3/2018

Project Name: 2132 Houston St.

Address: 2132 HOUSTON DR

Type of Work: Wall Fence

Permit Issued: 10/3/2018

Scope of Work: Chain Link Fence

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City Of Las Vegas

Las Vegas City Hall

495 S. Main St.
Las Vegas, NV 89101

Phone: 702-229-6011
TTY 7-1-1
An All-America City

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EXHIBIT I

EXHIBIT I

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

DECLARATION OF KENNY LIN

KENNY LIN, being first duly sworn, deposes and says that he has personal knowledge and is competent to testify to the facts below. The facts stated herein are true to the best of my own personal knowledge, except for those facts stated upon information and belief, and as to those facts, I believe them to be true.

1. I have personal knowledge of the events related to WLAB Investment, LLC's ("Plaintiff") case against 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") related to the purchase of 2132 Houston Drive, Las Vegas, NV 89104 ("Property").

2. 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 installed within 3 months," and further that the "owner never resided in the property and never visited the property." I had also directly told Ms. Zhu and Frank Miao ("Miao") that TKNR had only done minor renovations, such as painting, was conducted by its "handyman", which we also disclosed in the Seller's Disclosures. As to the handyman work, we noted in the disclosures that TKNR had done construction, modification, alterations, or repairs without permits.

3. During all times relevant, I kept telling Ms. Zhu and Mr. Miao that they needed to get an inspection done on the Property.

4. Despite these disclosures, Plaintiff chose not to inspect the Subject Property, request additional information, and/or conduct any reasonable inquiries.

5. At the time that TKNR had done renovations on the Property, it was limited to changing countertops, cabinets, vanities, and other minor work that did not involve opening walls or remodeling improvements. The only condition that we were aware of at the time that TKNR owned the Property related to tenant complaints about it being too hot. In that light, we retained a licensed contractor, The Air Team, to install separate HVAC units for two units to

MICHAEL B. LEE, P.C.
1820 E. SAHARA AVE., SUITE 110
LAS VEGAS, NEVADA 89104
TEL - (702) 477-7030; FAX - (702) 477-0096

1 keep it cooler for the tenants. We also updated a box HVAC unit that supplied both heating and
2 air conditioning to the third unit. As to the HVAC work, we completely relied upon The Air
3 Team to do the work, which included acquiring any permits. Either way, we had disclosed the
4 work on the HVAC unit to Ms. Zhu and Mr. Miao through multiple conversations and through
5 the disclosures.

6 6. No Defendant was aware of any issues with any structural, electrical, plumbing,
7 sewer, mechanical, roof, fungus/mold, flooring, and/or foundation issues with the Property
8 before the time of the sale to Ms. Zhu. Nor was any Defendant aware of any issues with any
9 structural, electrical, plumbing, sewer, mechanical, roof, fungus/mold, flooring, and/or
10 foundation issues with the Property at the time of the sale to Ms. Zhu.

11 7. We disclosed any material and relevant facts, data or information which we knew,
12 or which by the exercise of reasonable care and diligence should have known, relating to the
13 Property. Nevertheless, we kept encouraging Mr. Miao and Ms. Zhu to have an inspection done.

14 8. I have reviewed Plaintiff's expert report. We were not aware of any of the alleged
15 conditions that "materially affects the value or use of residential property in an adverse manner",
16 and did not realize, perceive, or have knowledge of that defect or condition. We, again, disclosed
17 that TKNR did not reside or visit the property, and that the only issue we were aware of related
18 to the air condition.


19 9. We did not know about any of the alleged conditions identified in Plaintiff's
20 expert report as we had no realization, perception, or knowledge of them.

21 10. The original settlement demand we received from Plaintiff was \$10,000.00.

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

24 FURTHER DECLARANT SAYETH NAUGHT

25 DATED this 12 day of December, 2020.

26 
27 KENNY LIN
28

12/12/20 1:13 PM PST

EXHIBIT J

EXHIBIT J



HVAC SERVICE ORDER INVOICE

702.908.1766
theairteamlv.com
facebook.com/theairteamlv

EQUIPMENT	MAKE	AGE	MODEL NO.	SERIAL NO.	FILTER SIZE	QTY
					X X	
					X X	
					X X	

CUSTOMER Invest Pro Realty	JOB NAME Unit B & C	PO NO.
BILLING ADDRESS	JOB ADDRESS 2132 Houston Dr.	
CITY/STATE/ZIP	CITY/STATE/ZIP Las Vegas, Nv 89104	
PHONE	PHONE	ALT. PHONE
EMAIL	TIME	DATE 06/03/2017
CONTACT Danna	TECHNICIAN	

WORK TO BE PERFORMED ☐ AC ☐ HT ☐ SERVICE ☐ REPAIR ☒ INSTALLATION

Unit B and Unit C rooftop package unit install.
\$3,800 down payment received on 05/25/2017

DESCRIPTION OF WORK

Installed new Goodman 2 ton heat pump roof top package unit for Unit B and Unit C. Tested both system operation. Both are working normal.

10 year manufacturer warranty on parts.
1 year labor warranty.

Unit B: Goodman
Model# GPH1424M41AB.
Serial# 1702074865.

Unit C: Goodman
Model# GPH1424M41AB
Serial# 1704201157

Confirmed TN work done. Yes
Charged TN Copay: NO
Closed Task: YES
Ok to Pay Vendor: YES
Date: 4/13
Initial: DUC

RECOMMENDATIONS/COMMENTS

Please register units online within 60 days at "goodmanmfg.com" to get a full 10 year manufacturers warranty.

PAYMENT METHOD	TERMS
<input type="checkbox"/> CASH <input type="checkbox"/> CHECK	DUE UPON RECEIPT
\$ _____ NO. _____ \$ _____	I have the authority to order the work outlined above which has been satisfactorily completed. I agree that the Seller retains title to equipment/materials furnished until final payment is made. If payment is not made as agreed, Seller can remove said equipment/materials at Seller's expense and/or impose a 2% liquidation fee on the entire amount contained in the Seller/Buyer transaction. Any damage resulting from said removal shall not be the responsibility of the Seller.
CREDIT CARD <input type="checkbox"/> VISA <input type="checkbox"/> MC <input type="checkbox"/> DISCOVER	
NAME ON CARD	
CREDIT CARD NO.	
EXP. DATE	SECURITY CODE
	CUSTOMER SIGNATURE DATE 06/03/2017

ENVIRONMENTAL CHECKLIST			
CONDENSING UNIT	QTY	TYPE/DISPOSITION	
<input type="checkbox"/> RECOVERED			
<input type="checkbox"/> RECYCLED			
<input type="checkbox"/> RECLAIMED			
<input type="checkbox"/> RETURNED			
<input type="checkbox"/> DISPOSAL			
<input type="checkbox"/> DISMANTLED			
<input type="checkbox"/> CHANGED OUT/REPLACED			
		TOTAL \$	
QTY	MATERIALS & SERVICES	UNIT PRICE	AMOUNT
	REFRIGERANT R- LBS.		
	FILTERS X X		
2	Goodman 2ton hp rtu	\$3,800	\$7,600
	50% Down Payment		-\$3,800
		TOTAL MATERIALS & SERVICES \$	
HRS	LABOR	RATE	AMOUNT
		TOTAL LABOR \$	
All materials, parts and equipment are warranted by the manufacturers' or suppliers' written warranty only. All labor performed by the above named company is warranted for 30 days or as otherwise indicated in writing. The above named company makes no other warranties, expressed or implied, and its agents or technicians are not authorized to make any such warranties on behalf of the above named company.			
<input type="checkbox"/> REGULAR <input type="checkbox"/> WARRANTY <input type="checkbox"/> PM SERVICE			
REMIT PAYMENT TO: 3649 CHAMPAGNE FLOWER ST, NORTH LAS VEGAS NV 89031			
THANK YOU for choosing THE AIR TEAM for your heating & cooling needs.			
FOR OFFICE USE ONLY <input type="checkbox"/> ENT <input type="checkbox"/> DATE _____ INT _____			

☐ CO
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☐ AIR
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TOTAL
TOTAL
TRAVE
TAX
TOTAL

Air Supply Cooling

• Refrigeration • Air Conditioning • Heating

3170 E. Sunset Road, Suite B Las Vegas, NV 89120

702.688.9979

Lic. # 0079885 Bonded & Insured

airsupplycorp@aol.com

Monetary Limit \$10,000 EPA Certified

INVOICE #

DATE March 2nd 2016

☐ COD ☐ GOLDEN CUSTOMER ☒ BILLABLE ☐ WAR ☐ C/B ☐ Q/A

JOB LOCATION

Name INVEST Pro faulty
Street 2132 houston DR
City Las Vegas State NV ZIP _____
Home Phone _____ Work Phone _____
Email _____

BILLING ADDRESS (IF DIFFERENT)

Name _____
Street _____
City _____ State _____ ZIP _____
Home Phone _____ Work Phone _____
Email _____

I have the authority to order the work detailed and prices below and to do so order. It is agreed that Air Supply Cooling & Heating Corp. will retain title to any equipment furnished until any final and complete payment is made. Air Supply Cooling & Heating Corp. will have the right to take any action necessary to collect any unpaid balance including property liens, collections fees, court cost, highest legal interest fees, and attorney cost. By my signature below, I agree that I have read and understand, also I agree to this agreement.

Authorization to proceed with Repair: I, hereby authorize the below described work in the "work Performed" section of this work order. I agree to 2.5% per month for past due accounts. In the event collection efforts are initiated against me, I shall pay for all associated fees at the posted rates. By signing below, I agree that I have read and understand and agree to the terms listed herein and on the reverse side.

SIGNATURE X

Equip Type #1 AC Mfg Ducane MN 161467690
Equip Type #2 _____ Mfg _____ MN _____ SN _____
Equip Type #3 _____ Mfg _____ MN _____ SN _____

SIGNATURE X

LC Root Age 44
LC _____ Age _____
LC _____ Age _____

	1st unit		2nd unit			INITIAL	30 MIN	INITIAL	30 MIN
	PASS	FAIL	PASS	FAIL					
COOLING	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	CONDENSER				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Head Pressure				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Suction Pressure				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Compressor Amps				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Cond. Motors Amps				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Overall Condition				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	REFRIGERANT LOOP				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Leak Check				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Refrigerant Charge				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	CONDENSER & EVAP COILS				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Leaks				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Cleaned				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Condensate Drain				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Contactor / Circuit Conductors				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	FAN MOTOR & DRIVE				
HEATING	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Motor Amps				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Belt / Adjustments				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bearings				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Overall Condition				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Air-Flow Temp				

	1st unit		2nd unit		
	PASS	FAIL	PASS	FAIL	
HEATING	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	FAU-HEATER
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Burners
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Heat Exchanger (Visual inspection only)
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Valve / Controls
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Unit Operation
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Overall Condition
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	BLOWER ASSEMBLY
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Cleaned
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Overall Condition
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	ELECTRONIC AIR CLEANER
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	None
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Cleaned
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Overall Condition
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	ELECTRONIC CONTROLS
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	T-Stats
COOLING	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Contractor
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Relays / Capacitors
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Circuit Conductors / Breakers
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Switches
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Air-Flow Temp

SAVE
THIS
INVOICE!

- Receive \$500 off your new air conditioning system purchase. includes a 10 year limited warranty.
- Receive \$50 off your next repair on you air conditioning system.
- Refer Us To A Friend & Receive A Free 20 Point Inspection On Your A/c System

DIAGNOSIS

- NEW unit installation
- 5 ton heat pump
- includes 10 yr / 1 yr labor warranty
Recommendations: - 3 digital thermostat
- (3) ductwork modification

PAYMENT INFORMATION

METHOD OF PAYMENT:

☐ CC ☐ ACCOUNT ☐ CHECK ☐ CASH

CC# _____

EXPIRATION DATE _____

DATE _____

CC CVD CODE _____

AUTHORIZATION CODE/PO # _____

NDL # _____

INVOICE TOTAL

Diagnostic Fee \$ _____

Flat Rate Charge \$ _____

GCA Discount \$ _____

INVOICE TOTAL \$ 6450.00

WORK PERFORMED

QTY	DESCRIPTION	STANDARD RATE	GCA RATE
1	5 ton heat pump	\$ 4000.00	
1	(3) digital thermostat	\$ 200.00	
1	ductwork modification	\$ 2250.00	
	Confirmed TN repair done: <u>YES</u>		
	Charged TN Copy: <u>NT</u>		
	Closed Task: <u>YES</u> Date: <u>3/10</u>		
	Ok to Pay Vendor: <u>YES</u> Initial: <u>DDP</u>		

Tech Name _____

The Service Technician has reviewed with me the Golden Customer Agreement. I Accept _____ I Decline _____

SIGNATURE X

Signature hereby acknowledges the satisfactory completion of the work performed above.
* See exclusions on reverse side.

"THE GREATEST COMPLIMENT WE CAN RECEIVE IS A REFERRAL." -THANK YOU

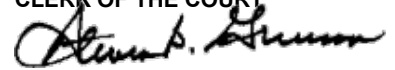
Sales tax on parts (with no markup) is included on all flat rate quotes. RESIDENTIAL RECOVERY FUND payments may be available from the recovery fund if you are damaged financially by a project performed on your residence pursuant to a contract, including construction, remodeling, repair or other improvements, and the damage resulting from certain specified violation of Nevada law by a contractor licensed in this state. To obtain information relating to the recovery fund and filing a claim for recovery from the recovery fund you may contact the State Contractors Board at: 2310 Corporate Circle Suite #200 Henderson, NV 89074 Telephone: (702) 486-1100

DEF 0021

RA000162

Exhibit K

Exhibit K



BENJAMIN B. CHILDS
Nevada Bar # 3946
318 S. Maryland Parkway
Las Vegas, Nevada 89101
(702) 385-3865
Fax 385-1847
ben@benchilds.com
Attorney for Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

W L A B INVESTMENT, LLC

Plaintiff

vs.

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

Defendants

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

Hearing : 11/18/2020
[Chambers on OST]

LIMITED OPPOSITION TO DEFENDANTS' MOTION TO FILE AMENDED
ANSWER, COUNTERCLAIM AND THIRD-PARTY CLAIM

INTRODUCTION

Defendants seek to file an Amended Answer, add a Countclaim and file a
Third-Party claim against a mechanical contractor. The hearing was set on an
Order Shortening Time.

DEFENDANTS DO NOT SUPPORT THEIR FACTUAL CONTENTIONS

The factual contentions in Defendants' motion are supported by NO
admissible evidence nor affidavit. A couple of emails between counsel about
Defense counsel seeking a stipulation to allow Defendants to file the frivolous
Counterclaim is not evidence.

EDCR 2.21, set forth below, requires motions to be supported by evidence.

EDCR 2.21

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

65(a).

(b) Each affidavit/declaration shall identify the affiant/declarant, the party on whose behalf it is submitted, and the motion or application to which it pertains and must be served and filed with the motion, opposition, or reply to which it relates.

(c) Affidavits/declarations must contain only factual, evidentiary matter, conform with the requirements of N.R.C.P. 56(e), and avoid mere general conclusions or argument. Affidavits/declarations substantially defective in these respects may be stricken, wholly or in part.

Defendants' motion simply references a proposed amended pleading, which was filed as a separate document a day after the motion was filed, without any supporting "affidavits, unsworn declarations under penalty of perjury, depositions, answers to interrogatories, and admissions on file" as required by the rule.

The Motion should be denied, other than the allowance to file the Third-Party Complaint, which is unopposed.

///

1 PLAINTIFF HAS NO OPPOSITION TO THE MOTION TO FILE A THIRD-PARTY
2 COMPLAINT
3

4 Plaintiff has no opposition to Defendants filing a third-party claim; in fact the
5 proposed Third-Party Complaint emphasizes a couple of the defects which are
6 the subject of this lawsuit. The defects were hidden by Defendants, but
7 discovered by Plaintiff as described in Frank Miao's narrative affidavit attached
8 hereto, supported by Exhibits 1 through 8.
9

10 Additionally, PLAINTIFF'S ANSWERS TO TKNR'S FIRST SET OF
11 INTERROGATORIES served October 19, 2020, [Exhibit 9] specifically responses
12 to questions 38 - 40 beginning on page 26, describe how Plaintiff discovered the
13 multiple defects and false or inaccurate statements, after purchasing the property
14 on December 15, 2017. The answer to the Interrogatory # 39 is set forth below.
15

16 After purchasing the Subject Property, a tenant told Mr. Miao about
17 water dripping from the ceiling. Also, when it rained the roof was
18 leaking. When we opened drywall on the ceiling we found out about
19 the vent going into the attic, not to an outside pipe.

20 The tenant told us about a new crack in the wall and the floor was
21 shifting, causing the tiles to crack. In the summer of 2018, the tenant
22 in Unit A couldn't use the air conditioning because the electric fuses
23 kept blowing out. Once Plaintiff hired a licensed electrician, they
24 found out there were two circuits into one fuse and the load was too
25 high.

26 The Seller's Real Property Disclosure Form [Exhibit 6] did not disclose any
27 of the defects which Plaintiff discovered. Thus, the lawsuit.
28

29 ///

1 OPPOSITION TO MOTION TO FILE AMENDED ANSWER AND
2 COUNTERCLAIM
3

4 Defendants first delayed the case by filing a Motion to Dismiss, which was
5 heard by this Court on February 7, 2019. This Motion was summarily denied
6 although there doesn't seem to have ever been a written order filed.
7

8 Defendants filed their Answer to Plaintiff's First Amended Complaint on
9 March 19, 2019, about 18 months ago. Plaintiff hustled and obtained an expert
10 witness and timely disclosed same on August 14, 2020. Defendants woke up
11 and filed a late motion to extend discovery because they had blown their own
12 expert witness deadline, and that motion was granted at a hearing held on an
13 order shortening time on October 22, 2020. On that same date Defendants
14 substituted the instant counsel, Mr. Lee, as their attorney.

15 Defendants filed the instant motion on November 11, 2020, again on an
16 expedited basis, but didn't file the Proposed Amended Answer, Counterclaim and
17 Third-Party Claim until November 12, 2020.

18 Now Defendants want to file a 29 page Answer/Counterclaim/Third-party
19 claim which will obviously result in MORE delays and increase Plaintiff's costs to
20 prosecute this case. The affirmative defenses went from the original eight in the
21 Answer filed March 16, 2019 to a proposed forty. [Exhibit B, 4-7]
22

23 But disturbingly Defendants seek to assert a completely baseless cause of
24 action for abuse of process. Again, Defendants have supported their Motion with
25 not a single affidavit nor any shred of documentary evidence. Speaking of which,
26 Plaintiff understandably reserves the right to file a supplemental pleading to
27 address ANY reply filed by Defendants that contains an affidavit or documentary
28 evidence.
29
30
31
32

1 LEGAL AUTHORITY BASIS REQUIRED TO SUPPORT AN ABUSE OF
2 PROCESS CAUSE OF ACTION
3

4 Abuse of Process is an intentional tort that requires proof of two elements:
5 (1) an ulterior purpose for bringing a legal action other than resolving a dispute,
6 and (2) a willful act in the use of the legal process not proper in the regular
7 conduct of the proceeding. Posadas v. City of Reno, 109 Nev. 448, 457, 851
8 P.2d 438, 444-45 (1993). See, also, Kovacs v. Acosta, 106 Nev. 57, 59, 787
9 P.2d 368, 369 (1990).
10

11 Again, Defendants have NO EVIDENCE supporting their Motion. No
12 evidence of Plaintiff having both (1) an ulterior purpose for bringing a legal action
13 other than resolving a dispute, **AND** (2) a willful act in the use of the legal process
14 not proper in the regular conduct of the proceeding. Plaintiff was a victim of
15 Defendants' multiple torts and fraud as outlined in the Amended Complaint. The
16 court action was required to be initiated to address Plaintiff's damages.
17 Defendants have NO evidence supporting a cause of action for Abuse of
18 Process. Defendants have had 18 months go gather evidence. Plaintiff is
19 prejudiced because Defendants are bringing this issue up at the end of the case
20 with no explanation about why this wasn't (1) addressed earlier and (2) after 19
21 months there is no evidence to support their proposed cause of action.
22

23 The reason Defendants have no evidence supporting their motion to add a
24 counterclaim for abuse of process is simple. No evidence exists.

25 The court is reminded that argument of counsel is NOT evidence. B

26 Even a cursory review of the Seller's Real Property Disclosure Form
27 [Exhibit 6] evidences that Plaintiff was told that there were NO problems with the
28 electrical system, the plumbing, or the sewer system. [Exhibit 6, page 1] It was
29 stated in writing that there was no structural problems, foundation problems, roof
30 problems, fungi or mold, nor "any other condition or aspects of the property which
31

1 materially affect its value or use in an adverse manner”. [Exhibit 6, page 2]

2 . Meanwhile, Plaintiff sets forth a plethora of evidence, even given the short
3 response time, in Exhibits 1 through 9 attached hereto, which prove that the
4 causes of action in the Amended Complaint are based in fact and not for any
5 ulterior purpose.

6 Defendants already filed a Motion to Dismiss, Alternatively for Summary
7 Judgment, as set forth above, which was summarily denied by this Court on
8 February 7, 2019. This is over nineteen months ago.

9 If Defendants are allowed to file the proposed Counterclaim, Plaintiff will
10 likely file it's own motion to file a Second Amended Complaint and allege an
11 additional cause of action for abuse of process based on the Defendants' cause
12 of action for abuse of process.

13 Defendants are not prejudiced in the least by denying their motion to file
14 the counterclaim. An abuse of process cause of action is generally filed AFTER
15 the case concludes. When Plaintiff prevails at trial, there will obviously be no
16 basis for an abuse of process claim.

17 CONCLUSION

18 All Defendants have is argument about disputed facts. Their motion to
19 add an additional 32 affirmative defenses should be denied as they have not
20 provided any evidence supporting the need for additional affirmative defenses.

21 Defendants have not provided any evidence supporting their motion, even
22 to file the Third-Party Complaint. Nonetheless, Plaintiff does not oppose filing a
23 Third-Party Complaint to bring in the mechanical contractor who even Defendants
24 now assert caused damage to the Subject Property.

25 This is just the latest in the ongoing delay strategy engaged in by
26 Defendants to delay and hinder the lawsuit. Plaintiff opposes the motion for
27

1 Defendants to file an Amended Answer and Counterclaim. There's no
2 explanation for the 18 month delay before addressing this issue the February 7,
3 2020 hearing on Defendants' Motion to Dismiss, Alternatively for Summary
4 Judgment and then Defendants' Answer to the Amended Complaint filed on
5 March 19, 2019.

6
7 Plaintiff would be prejudiced by having to now address this new cause of
8 action in discovery if Defendants are allowed to add a cause of action at this late
9 stage. Which, of course, suits Defendants fine because it fits directly with their
10 delay strategy.

11 Further, if Defendants are allowed to add an abuse of process cause of
12 action, Plaintiff will likely file it's own motion to file an amended pleading to add
13 it's own abuse of process cause of action, since this cause of action would have
14 just arisen. The Court would be hard pressed to deny Plaintiff's motion if it allows
15 Defendants to file a new cause of action without any supporting documentation.
16 This will obviously serve Defendants' wishes by not only providing additional
17 reasons for Defendants to delay trial, but unnecessarily adding confusion when
18 the case is ultimately tried.

19
20 If abuse of process causes of action are allowed, at trial Defendants will be
21 sidetracking the jury with bogus arguments about Plaintiff's intentions when filing
22 the lawsuit and prosecuting the lawsuit, rather than the actual facts of the upon
23 which the lawsuit is based. Plaintiff will have to similarly respond that it should
24 not only prevail based on the causes of action already set forth in the Amended
25 Complaint, but Defendants should also be liable for abuse of process by filing
26 their abuse of process Counterclaim. This absurd result would exist in every
27 lawsuit and the Court should not allow Defendants to make a mockery of the
28 court system by allowing them to file an abuse of process counterclaim.

29 Defendants' argument is the equivalent of a driver in an auto accident
30 case, whether plaintiff or defendant, filing an abuse of process cause of action in
31

1 the complaint or as a counterclaim, because each respective driver says the light
2 was "green" or "red" as benefits them. Or the speed of themselves or the
3 opposing driver obviously caused the accident. Or the mechanical condition of
4 their car or the opposing driver's car caused the accident. And so on. Thus,
5 given the interested party's testimony, the opposing party MUST BE LYING so
6 filing the complaint or the answer are evidence of "(1) an ulterior purpose for
7 bringing a legal action other than resolving a dispute, and (2) a willful act in the
8 use of the legal process not proper in the regular conduct of the proceeding."
9 Obviously this is ridiculous. The same argument is being made by Defendants
10 and the court should summarily deny their motion to add a cause of action for
11 abuse of process.
12

13 Plaintiff has already prevailed in one Motion to Dismiss, Alternatively for
14 Summary Judgment and has once again provided more than sufficient evidence
15 supporting its causes of action, including Mr. Miao's narrative declaration
16 attached hereto.
17

18 /s/ Benjamin B. Childs, Sr.
19 BENJAMIN B. CHILDS, Sr.
20 Nevada Bar # 3946
21 Attorney for Plaintiff

22 Exhibits

- 23 1 Promotional Website for flipping fund
- 24 2 Deed to TKNR recorded September, 2015
- 25 3 Receipts for repairs to Subject Property in 2016
- 26 4 Emails from Plaintiff regarding inspection and required repairs
- 27 5 Excerpt from offer and acceptance for the Subject Property
- 28 6 Seller Real Property Disclosure Form
- 29 7 Requirements for permits and inspections
- 30 8 Ami Sani expert report
- 31 9 Plaintiff's Answers to TKNR's First Set of Interrogatories
- 32

1 CERTIFICATE OF ELECTRONIC SERVICE

2
3 This LIMITED OPPOSITION TO DEFENDANTS' MOTION TO FILE AMENDED
4 ANSWER, COUNTERCLAIM AND THIRD-PARTY CLAIM, with attachments, was
5 served through the Odyssey File and Serve system. Electronic service is in place of
6 service by mailing.

7 /s/ Benjamin B. Childs, Sr.
8 BENJAMIN B. CHILDS, Sr. ESQ.
9 NEVADA BAR # 3946
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Exhibit L

Exhibit L

Heather L. Smith
CLERK OF THE COURT

1 MICHAEL B. LEE, ESQ. (NSB 10122)
2 MICHAEL MATTHIS, ESQ. (NSB 14582)
3 MICHAEL B. LEE, P.C.
4 1820 East Sahara Avenue, Suite 110
5 Las Vegas, Nevada 89104
6 Telephone: (702) 477.7030
7 Facsimile: (702) 477.0096
8 mike@mblnv.com
9 Attorney for Defendants/Counterclaimants/Third-Party Plaintiffs

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IN THE EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

W L A B INVESTMENT, LLC,
Plaintiff,

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

vs.

ORDER GRANTING DEFENDANTS'
MOTION FOR LEAVE TO FILE
AMENDED ANSWER,
COUNTERCLAIMS, AND THIRD-PARTY
CLAIMS ON AN ORDER SHORTENING
TIME

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 I LLC, a
Nevada Limited Liability Company, and
INVESTPRO MANAGER LLC, a Nevada
Limited Liability Company and JOYCE A.
NICKRANDT, an individual and Does I
through 15 and Roe Corporation I - XXX,

Date of Hearing: November 18, 2020
Time of Hearing: chambers

Defendants.

This matter being set for hearing before the Honorable Court on November 18, 2020 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 "Defendant"), Motion for Leave to File Amended Answer, Counterclaims, and

BBC

1 Third-Party Claims on an Order Shortening Time ("Motion"), by and through their attorney of
2 record, MICHAEL B. LEE, P.C. Plaintiff W L A B INVESTMENT, LLC appeared on and through
3 its counsel of record, BENJAMIN B. CHILDS, ESQ. The Motion, to which Plaintiff filed a limited
4 opposition, was set for Chambers Calendar before Department 14 of the Eighth Judicial District
5 Court, the Honorable Adriana Escobar presiding, on November 18, 2020. After considering the
6 pleadings of counsel, the Court enters the following order:

7 1. A motion for leave to amend is left to the sound discretion of the trial judge, and
8 the trial judge's decision will not be disturbed absent an abuse of discretion. *University & Cmty.*
9 *Coll. Sys. v. Sutton*, 120 Nev. 972, 988 (2004).

10 2. Under NRCP 15(a)(2), [t]he court should freely give leave when justice so
11 requires. Motions for leave to amend a pleading ought to be granted unless a strong reason exists
12 not to do so, such as prejudice to the opponent or lack of good faith by the moving party. *Nutton*
13 *v. Sunset Station, Inc.*, 131 Nev. 279, 284 (Nev. App. 2015); *see also Stephens v. S. Nev. Music*
14 *Co.*, 89 Nev. 104, 105 06 (1973) ([I]n the absence of any apparent or declared reason such as
15 undue delay, bad faith or dilatory motive on the part of the movant the leave sought should be
16 freely given.).

17 3. Here, Defendants Motion is timely filed as the deadline to amend the pleadings
18 and add parties is December 14, 2020. The Court finds that Defendants should be given leave to
19 amend their Answer, to file a Counterclaim, and to file a Third-Party Claim. .

20 4. The arguments Plaintiff raises in its limited opposition are meritless.
21 Based on the foregoing, the Court GRANTS Defendants' Motion.

22 ////

23 ////

24 ////

25 ////

26 ////

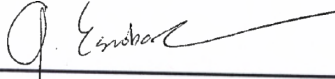
27 ////

28 ////

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

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

Dated this 2nd day of December, 2020



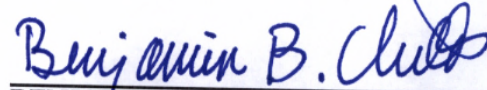
3
4
5 Date: December 2, 2020.

67A 5D2 D6CB 110B
Adriana Escobar
District Court Judge

6 Respectfully Submitted By:

Approved of as to Form and Content By:

7 MICHAEL B. LEE, P.C.



8 /s/ Michael Lee

9 MICHAEL B. LEE, ESQ. (NSB 10122)
10 MICHAEL MATTHIS, ESQ. (NSB 14582)
11 1820 E. Sahara Avenue, Suite 110
12 Las Vegas, Nevada 89104
13 Telephone: (702) 477.7030
14 Facsimile: (702) 477.0096
15 mike@mblnv.com
16 *Attorneys for Defendants*

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

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: 12/2/2020

15 Katherine MacElwain

kmacelwain@nevadafirm.com

16 Michael Matthis

matthis@mblnv.com

17 John Savage

jsavage@nevadafirm.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
23
24
25
26
27
28

RA000177

Exhibit M

Exhibit M

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

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

9 W L A B INVESTMENT, LLC

10 Plaintiff

11 vs.

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

27 Defendants

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

28 SUPPLEMENT TO PLAINTIFF'S 16.1 EARLY CASE CONFERENCE DISCLOSURES

29 [additions in **BOLD**]

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

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

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

12. EXPERT

Amin Sani, President of Arvin Construction Co.

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

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

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

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

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

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

1 DOCUMENT DISCLOSURES

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

25 DAMAGES

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

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

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

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

9
10
11 /s/ Benjamin B. Childs

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

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CERTIFICATE OF ELECTRONIC SERVICE

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

19 /s/ Benjamin B. Childs, Sr.

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

Exhibit N

Exhibit N

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

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

6 W L A B INVESTMENT, LLC

7 Plaintiff

8 vs.

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

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

17 Defendants

18 PLAINIFF'S ANSWERS TO KENNY LIN'S SECOND SET OF
19 INTERROGATORIES
20

21 REQUEST NO .33:
22

23 For all attorneys or law firms you (the Plaintiff) have consulted, worked with, were
24 affiliated with, or had work performed on your behalf, related to this dispute, please
25 describe the following:

- 26 1) the fee or retainer arrangement;
27 2) All billings performed and costs incurred;
28 3) the source of payment of any fees or costs by Plaintiff;

- 1 4) payments by any person or entity for any attorney's fees or costs incurred by
- 2 Plaintiff;
- 3 5) loans received by Plaintiff for the purpose of paying attorney's fees and/or
- 4 costs;
- 5 6) the current balance of any attorney's fees or costs owed;
- 6 7) if there have been any efforts by any attorneys or law firms to collect
- 7 attorney's fees or costs owed by Plaintiff for legal work or consult.

8 Answer :

9 For both attorney Bradley Marx and Benjamin B. Childs they billed hourly. I paid
10 Mr. Marx \$10,000 and I haven't received an itemized bill. Mr. Childs' billings were
11 performed on an itemized basis and I've paid him \$52,133. The payments were
12 paid by W L A B INVESTMENT, LLC. No attorney fees or costs are owed at this
13 time and since Plaintiff has been current with the attorney fees, there has been no
14 efforts required to collect.

15
16
17 REQUEST NO .34:

18 Please provide information about Frank Miao, including:

- 19 1. Education related to property management, property acquisition, and
- 20 property maintenance;
- 21 2. Training related to property management, property acquisition, and property
- 22 maintenance;
- 23 3. Employment history related to purchasing, managing, conducting repairs
- 24 and/or handyman work, etc. for the purchase of real property;
- 25 4. If he reads and writes English with ease;
- 26 5. Any specialty licenses held by him (and whether the licenses are active, have
- 27 ever suspended, inactive, etc.);
- 28 6. Role with Plaintiff; and

1 7. Length of employment.

2 Answer.

3 Mr. Miao is self taught related to property management, property acquisition, and
4 property maintenance. His employment history related to purchasing, managing,
5 conducting repairs and/or handyman work, etc. for the purchase of real property
6 has been working as managing member for W L A B INVESTMENT, LLC. He
7 does read and write English. He is the managing member for W L A B
8 INVESTMENT, LLC.

9
10 REQUEST NO .35:

11 Please described the work performed by Frank Miao related to the Property, which
12 may include the purchase, management, repairs and/or handyman work,
13 supervision of contractors, collection of rents during the time that Plaintiff owned
14 and/or controlled the Property.

15 Answer :

16 Mr. Miao identified the Property for purchase, managed the Property after July,
17 2018.

18 He did repairs and/or handyman in Unit C and Unit B to replace the flooring.

19 He hired Penny Electric to add electrical circuits to Unit A.

20
21 He hired Home Depot to install doors thermal insulation in the ceilings of Units B
22 and C.

23 He hires ACLV, a mechanical HVAC contractor, to install ducting for the clothes
24 driers.

25 He hired Affordable Tree Service cut the palm tree.

26 He hired All Star Fencing was hired install a fence.

27 He hired Larkin Plumbing to install water heater in Unit C.

28 After July, 2018 to present Mr. Miao collected rents.

1 Answer :

2 Amin San prepared written estimate or evaluation for the loss or damage identified
3 in the answer to interrogatory 39.

4 His contact information is Amin Sani, President of Arvin Construction Co. General
5 Contractor License # 86070. 10524 Angel Dreams Ave Las Vegas, NV 89144.
6 702 355-4757.

7
8 The people who have a copy of Mr. Sani's report are Plaintiff, Plaintiff's attorney,
9 Defendants and Defendants' attorney and Nick Opfer.

10 See Exhibit 1 attached hereto.

11
12 /s/ Benjamin B. Childs

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

16 VERIFICATION

17 On this December 2, 2020, under penalty of perjury, Frank Miao says that
18 he is the managing member of W L A B INVESTMENT, LLC, a party in the above
19 entitled action; that he has read the foregoing Discovery Responses being
20 PLAINTIFF'S ANSWERS TO KENNY LIN'S SECOND SET OF
21 INTERROGATORIES consisting of 17 pages including this page, and knows the
22 contents thereof; that the same are true to the best of his knowledge and belief,
23 except for those matters therein stated on information and belief, and as to those
24 matters, he believes them to be true.

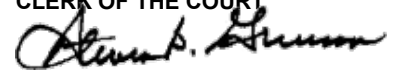
25 

26 FRANK MIAO

27 ///

28 ///

///



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

DISTRICT COURT
CLARK COUNTY, NEVADA

W L A B INVESTMENT, LLC

Plaintiff
vs.

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

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

Hearing : January 28, 2021
09:30

Defendants

=====

OPPOSITION TO DEFENDANTS' MOTION FOR SUMMARY JUDGMENT

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

PROCEDURAL ISSUES

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

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

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

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

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

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

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

21 Rule 2.21. Affidavits on motions.

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

1 ...

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

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

9
10 NRS 48.105 - Compromise; offers to compromise.

11 1. Evidence of:

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

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

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

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

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

31 ///

1 ARGUMENT OF COUNSEL IS NOT EVIDENCE

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

11
12 HISTORICAL SUMMARY

13
14 October , 2015

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

26 August 11, 2017

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

29 December, 2017

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

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

1 October 16, 2020

2 Defendants file motion to extend discovery deadlines

3 November 23, 2020

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

5 December 28, 2020

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

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

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

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

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

26 NRCP 56(f) states as follows :

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

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

NO WAIVER OF INSPECTION

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

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

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

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

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

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

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

18 ...

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

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

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

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

10 11 NO WAIVER OF REQUIRED DISCLOSURES 12

13 Plaintiff did not waive its right to receive required disclosures. Plaintiff
14 cannot waive the Seller's obligation to complete the disclosures. As noted on the
15 first page of Exhibit C, NRS 113.130(3) does not allow a purchaser to waive the
16 disclosures.
17

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

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

29 ///
30
31
32

1 PLAIN MEANING OF STATUTE

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

10
11 NRS 113.130 and 113.150, set forth below, are clear and unambiguous.

12
13 DISCLOSURES REQUIRED BY STATUTE

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

17
18 NRS 113.130 Completion and service of disclosure form before
19 conveyance of property; discovery or worsening of defect after service
20 of form; exceptions; waiver.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12 DEFENDANTS KNEW THE CONDITION OF THE PROPERTY

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

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

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

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

9 10 INVESTPRO REPRESENTED BUYER IN THE PURCHASE

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

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

21 A licensee may not be held liable for:

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

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

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

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

32 ¹ JOYCE A. NICKRANDT is the licensee of Investpro.

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

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

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

10
11 Starting on page 27 of the Motion, Defendants ask the Court to "grant
12 Summary Judgment as to the following undisputed facts", and lists 38 separate
13 factual statements and statements of law. Plaintiff disputes of these factual
14 allegations. These are all trial issues, and the legal statements are subject to
15 motion practice when settling jury instructions.

16
17
18 PLAINTIFF SHOULD BE AWARDED ATTORNEY FEES FOR HAVING TO
19 OPPOSE DEFENDANTS FRIVOLOUS AND UNTIMELY MOTION

20
21 Citing to EDCR 7.60(b)(1), Defendants' Motion is "obviously frivolous,
22 unnecessary or unwarranted." It is untimely, as set forth above. It is circuitous
23 and confusing, simply arguing that Defendants' expert's opinion justifies granting
24 summary judgment on the entire case, as if there are NO issues of material fact.
25 Discovery hasn't even been completed, so there is no justification for Defendant
26 to file the Motion. In addition to which, there are glaring factual issues SOLELY
27 BASED ON DEFENDANT'S OWN DISCOVERY RESPONSES.

28
29
30 ///

1 EDCR 7.60

2
3 (b) The court may, after notice and an opportunity to be
4 heard, impose upon an attorney or a party any and all
5 sanctions which may, under the facts of the case, be
6 reasonable, including the imposition of fines, costs or
7 attorney's fees when an attorney or a party without just
8 cause:

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

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

17 CONCLUSION

18
19 As set forth above, Defendants' motion serves no purpose other than to
20 unreasonably and vexatiously harass Plaintiff, increase its costs, and waste the
21 Court's time.

22
23 Plaintiff is the purchaser, and was entitled to honest and complete
24 disclosures. In this case. Investpro and Lin were the agents of the owner of the
25 residential investment property which Plaintiff purchased from TKNR. [Exhibit 6]
26 During the time that TKNR owned the property, significant structural, mechanical,
27 electrical and plumbing alterations were made to the property without permits,
28 inspections or having work performed by licensed contractors as required by law..

29 Plaintiff has set forth the facts as accurately as possible based on the
30 knowledge that it has at this time.
31
32

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

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

5
6 BENJAMIN B. CHILDS, Sr.
7 Nevada Bar # 3946
8 Attorney for Plaintiff

9 CERTIFICATE OF ELECTRONIC SERVICE

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

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

16
17 BENJAMIN B. CHILDS, Sr. ESQ.
18 NEVADA BAR # 3946

19 Exhibits

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

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

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

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

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

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

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

ANALYSIS OF BRUNZELL FACTORS

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

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

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

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

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

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

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

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

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

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

22
23 Executed on December 28, 2020

24 (date)

/s/ Benjamin B. Childs, Sr.

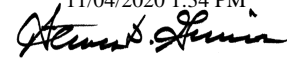
(signature)

EXHIBIT 1

EXHIBIT 1

EXHIBIT 1

EXHIBIT 1


CLERK OF THE COURT

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

8 **IN THE EIGHTH JUDICIAL DISTRICT COURT**
9 **CLARK COUNTY, NEVADA**

10 W L A B INVESTMENT, LLC,
11
12 Plaintiff,
13
14 vs.

Case No.: A-18-785917-C
Dept. No.: 14

ORDER GRANTING DEFENDANTS'
MOTION TO ENLARGE DISCOVERY
(FIRST REQUEST) ON AN ORDER
SHORTENING TIME

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

Date of Hearing: October 22, 2020
Time of Hearing: 9:30 a.m.

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

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

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

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

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

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

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

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

27 ////

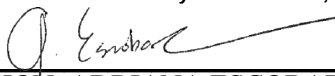
28 ////

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

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

Dated this 9 day of November, 2020.

Dated this 4th day of November, 2020



HON. ADRIANA ESCOBAR
District Court Judge, Department

10A 8EB 17C7 9E00

Adriana Escobar
District Court Judge

Date: October 26, 2020.

Respectfully Submitted By:

Approved of as to Form and Content By:

BURDICK LAW PLLC

MICHAEL B. LEE, P.C.

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

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

Date: October 29, 2020.

Approved of as to Form and Content By:

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

EXHIBIT 2

EXHIBIT 2

EXHIBIT 2

EXHIBIT 2

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

contractor as required by law.

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

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

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

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

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

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

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

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

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

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

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

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

Executed on 12/29/2020
(date)


(signature)

EXHIBIT 2A

EXHIBIT 2A

Flipping Fund Iv - InvestPro Realty

Search

[Statement]





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

FLIPPING FUND
INVESTPRO INVESTMENTS I LLC
PRESENT BY INVESTPRO MANAGER LLC



cricket
无服务

蓝牙 N 摄像头 无线 4G 信号 63% 下午2:56

Investment Op



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

截止日期: 2015年12月31日

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

CLOSE OUT DATE: DEC. 31,2015



WHAT's
FLIPPING FUND?
所谓 | 短炒基金

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

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

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

04
案例分析
SUCCESSFUL PROJECTS

06
已运作项目
PROJECT LIST

09
短炒周期
FLIPPING TERM

10
资金分配
INVESTMENTS & EXPENSES

11
投资回报
PRO FORMA

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案例分析
SUCCESSFUL PROJECTS

4320 NOLAN LN
LAS VEGAS NV

03/02
2015

102天/DAY

06/12
2015

增值 INCREASE IN VALUE
\$55,500.00

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

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

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

年盈利率

PROFIT PER FLIP
每次利润
8.71 %

FLIPS PER YEAR
年短炒次数
2.72

=

23.69 %

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资金分配
INVESTMENTS & EXPENSES

MINIMUM PLAN

项目启动门槛
\$1,000,000

Legal Expenses
法务支出成本: \$12,500

1%

94%

5%

Pro-forma acquisition cost of properties
实际投入金额: \$937,500

working capital and reserves
备用流动资金: \$50,000

Proceeds Available
\$987,500
可投入金额

MAXIMUM PLAN

最高融资门槛
\$2,500,000

Legal Expenses
法务支出成本: \$12,500

1%

98%

2%

Pro-forma acquisition cost of properties
实际投入金额: \$2,437,500

working capital and reserves
备用流动资金: \$50,000

Proceeds Available
\$2,487,500
可投入金额

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投资回报率
PRO FORMA

MINIMUM PLAN

项目启动门槛
\$1,000,000

可投入金额

年盈利率

资金成长

年固定回报额

基金管理年费

总剩余资本



相关政策
TERMS & CONDITIONS

1. 周期: 1-3 年。

2. 投资门槛: 最少\$5万, 每股\$1000。

2. 用途: 在拉斯维加斯短炒住宅。

3. 回报: 每年先付8%的红利, 按季度付, 然后在所有本金收回后, 纯利润的75%给投资人, 25%给管理公司。

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CLOSE OUT DATE: DEC. 31,2015

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





KENNY LIN

Phone: +1 (702) 726-0000

Email: zhong.kenny@gmail.com

中国境内
联系电话 95013515588 x 88855



恒興地產

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 ([/#google_plus](#))
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InvestPro Realty
3553 S Valley View Blvd
Las Vegas NV 89103

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

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

EXHIBIT 2B

EXHIBIT 2B

3-1

APN 162-01-110-017

RECORDING REQUESTED BY:

WHEN RECORDED MAIL DEED
AND TAX STATEMENT TO:

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

Inst #: 20151009-0003684

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

RPTT: \$487.05 Ex: #

10/09/2015 03:16:52 PM

Receipt #: 2577116

Requestor:

INVESTPRO REALTY

Recorded By: RYUD Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

Trustee Sale No.
NV08000214-15-1

Title Order No. 97104860

TRUSTEE'S DEED UPON SALE

The undersigned Grantor declares:

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

\$291,608.90

\$95,100.00

\$ 487.05

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

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

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

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

RA000227

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

Dated: 9/30/16

TRUSTEE CORPS



By: Miguel Ochoa, Authorized Signatory

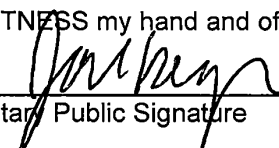
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of CALIFORNIA
County of ORANGE

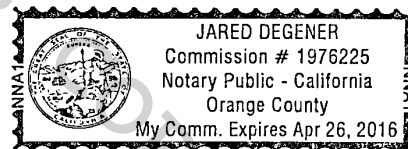
On 9-30-16 before me, Jared Degener, a notary public personally appeared MIGUEL OCHOA, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.



Notary Public Signature



RA000228

**STATE OF NEVADA
DECLARATION OF VALUE FORM**

1. Assessor Parcel Number(s)

a. 162-01-110-017

b.

c.

d.

2. Type of Property:

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

FOR RECORDER'S OPTIONAL USE ONLY

Book: _____ Page: _____

Date of Recording: _____

Notes: _____

3. a. Total Value/Sales Price of Property

\$ 95,100.00

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

(_____)

c. Transfer Tax Value:

\$ 95,100.00

d. Real Property Transfer Tax Due

\$ 487.05

4. **If Exemption Claimed:**

a. Transfer Tax Exemption per NRS 375.090, Section _____

b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: 100%

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

Signature



Capacity

: Grantor

Signature

Capacity

: Grantee

SELLER (GRANTOR) INFORMATION
(REQUIRED)

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

Print Name: Corps

Address: 17100 Gillette Avenue

City: Irvine

State: CA

Zip: 92614

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: TKNR INC

Address: 3553 South Valley View Boulevard

City: Las Vegas

State: NV

Zip: 89105

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

RA000229

EXHIBIT 2C

EXHIBIT 2C

14:01 ring ring ring ring ring w ⊖ ☁ 🖼 • 🔊 📶 VOLTE LTE 📶 🔋

← 2132 Houston Dr



Helen Chen

to Me



8/17/2017, 5:10 PM

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

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

Sincerely,



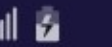
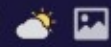
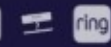
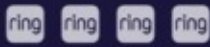
Helen Chen

Cell: 702-970-7777

Office: 702-997-3832

RA000231

14:03



回复: 2132 Houston Dr



Me

to helen0510c@gmail.com



8/18/2017, 7:32 AM

hi helen

i did not receive disclosual document yet. please resend.

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

frank.

[发自 Android 版 Yahoo 邮箱](#)

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

Show more

RA000232



to Me



Please let me know if you would like to move forward or not.
And please note per contract your due diligence will be end by 8/25/17, if you decide do not want to move forward please make

EXHIBIT D

EXHIBIT D

EXHIBIT 2E

EXHIBIT 2E



Residential Fly...



Got Permits?

PROTECT YOUR HOME IMPROVEMENTS



Residential Building Permits

www.ClarkCountyNV.gov/building

CLARK COUNTY

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

LAUGHLIN

Regional Government Center
101 Civic Way
Laughlin, NV 89029

OVERTON

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

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

What is a building permit?

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

What types of home improvement projects

DO require building permits?

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

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

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

What types of home improvement projects

DON'T require building permits?

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



Clark County Building Department

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

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

application and any required plans for

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



Mechanical Fl...



Got Permits?

PROTECT YOUR HOME IMPROVEMENTS



Residential Mechanical Permits

www.AccessClarkCounty.com

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

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

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

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

What is a mechanical permit?

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

When can work start?

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

What types of home improvement projects **DO** require a mechanical permit?

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

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

What types of home improvement projects **DON'T** require mechanical permits?

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



A CENTURY OF SERVICE

Clark County Development Services Department

Clark County Development Services Department

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

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

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

If your project involves the addition of square footage



Got Permits?

PROTECT YOUR HOME IMPROVEMENTS



Residential Plumbing Permits

www.AccessClarkCounty.com

CLARK COUNTY

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

LAUGHLIN

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

OVERTON

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

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

What is a plumbing permit?

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

What types of home improvement projects **DO** require plumbing permits?

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

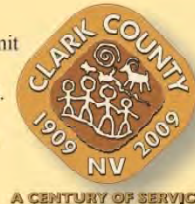
What types of home improvement projects

DON'T require a plumbing permit?

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

When can work start?

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



Clark County Development Services Department

Clark County Development Services Department

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

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

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





Electrical Flyer...



Got Permits?

PROTECT YOUR HOME IMPROVEMENTS



Residential Electrical Permits

www.AccessClarkCounty.com

CLARK COUNTY

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

LAUGHLIN

Regional Government Center
101 Civic Way
Laughlin, NV 89029
Mon. - Fri, 6:30 a.m. - 3:30 p.m.
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(702) 397-8087

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What is an electrical permit?

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

What types of home improvement projects

DO require an electrical permit?

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

What types of home improvement projects

DON'T require electrical permits?

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



Clark County Development Services Department

Clark County Development Services Department

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

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

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