

IN THE SUPREME COURT OF THE STATE OF NEVADA		Electronically Filed Aug 03 2023 05:23 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 3 of 10

KAEMPFER CROWELL
Lesley Miller, No. 7987
Elva Castaneda, No. 15717
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Attorneys for Respondent WLAB Investment, LLC

DESCRIPTION	DATE	PAGES	VOL
Decision and Order	10/18/2022	RA000925- RA000932	10
Defendant's Motion for Summary Judgment	12/15/2020	RA000047- RA000187	1, 2
Motion for Attorney Fees	08/22/2022	RA000001- RA000020	1
Nevada Supreme Court Order Affirming and Reversing	05/12/2022	RA000021- RA000028	1
Notice of Appeal	05/03/2021	RA000630- RA000759	8
Notice of Entry of Order Granting Defendant's Motion for Summary Judgment	03/31/2021	RA000354- RA000399	4
Opposition to Defendant's Motion for Summary Judgment	12/29/2020	RA000188- RA000353	2, 3
Order Granting Defendant's Motion for Summary Judgment	04/07/2021	RA000579- RA000621	7
Order Granting, In Part, and Denying, In Part, Plaintiff's Motion to Reconsider and Judgment	05/25/2021	RA000622- RA000629	7
Plaintiff's Motion to Reconsider	04/16/2021	RA000400- RA000578	4, 5, 6
Plaintiff's Opposition to Motion for Attorney Fees	08/24/2022	RA000764- RA000924	9, 10
Remittitur	07/26/2022	RA000760- RA000763	8
Supplement to Defendant's Motion for Fees	08/25/2022	RA000029- RA000046	1

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:

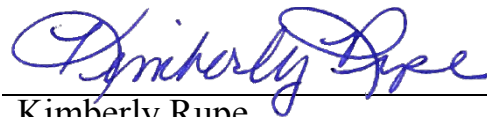
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Attorney for Appellant

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 2F

EXHIBIT 2F



RA000241



RA000242



RA000243



RA000244

EXHIBIT 3

EXHIBIT 3

EXHIBIT 3

EXHIBIT 3



ARVIN CONSTRUCTION CO.

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

www.arvinconstruction.com

info@arvinconstruction.com

Declaration of Amin Sani

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

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

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

Executed on December 26, 2020

Amin Sani

President of Arvin Construction Co.

General Contractor License # 86070

Committed to excellence

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

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

RA000246

EXHIBIT 4

EXHIBIT 4

EXHIBIT 4

EXHIBIT 4

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

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

9 W L A B INVESTMENT, LLC

10 Plaintiff

11 vs.

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

[additions in **BOLD**]

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

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

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

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

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

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

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

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

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

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

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

11. PMK of W L A B INVESTMENT, LLC c/o Benjamin B. Childs, Esq. 318 S. Maryland Pkwy Las Vegas, Nevada 89101 phone (702) 385 3865

Expected to testify as to the facts and circumstances surrounding this litigation.

12. EXPERT

Amin Sani, President of Arvin Construction Co.

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

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

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

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

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

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

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

24
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 to repair or replace the defective part of the Subject Property is **\$650,000.00** [see
2 **Mr. Sani's itemization of damages**]. **Treble this amount is \$1,950,000.00.**

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

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

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

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

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

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

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

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

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

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

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

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

9
10
11 /s/ Benjamin B. Childs

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

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

Expert Testimony Report

By

Amin Sani

President of Arvin Construction Co.

General Contractor License # 86070

RE : 2132 Houston Dr
 Las Vegas, NV 89104

Miao v. TKNR, INC et al
Case # A-18-785917-C
Plaintiff's Expert Witness Disclosure
Page 164

RA000255

a. Structure defect.

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

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

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

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

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

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

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

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

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

b. Electrical System

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

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

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

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

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

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

c. Plumbing System.

I found that that many high pressure water supply lines were replaced to new PEX plastic line not original old copper line and swamp coolers water supply lines were removed and plugged without UBC required permits and inspections. The unlicensed and unskilled workers who just plugged high pressure water supply lines at rooftop instead of at ground level and who did not remove the water supply lines on top of the roof, inside the attic and behind the drywall. In cold winter, the high pressure water line which was left inside the building may freeze and break the copper line and lead flooding in the whole building.

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

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

The unlicensed and unskilled workers to completely renovate all three

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

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

d. Sewer System.

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

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

e Heating System

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

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

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

f. Cooling System

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

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

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

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

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

g. Moisture conditions and or water damage.

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

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

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

h. Roof.

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

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

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

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

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

h. Fungus or mold problems.

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

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

i. Flooring.

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

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

j. Problems with the land/foundation

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

much weight loads on the walls caused exterior wall cracking.

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

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

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

STATE CONTRACTORS BOARD

The Nevada State Contractors Board certifies that

ARVIN CONSTRUCTION

Licensed since October 11, 2019

License No. **0086070**

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

PRINCIPALS:

AMIN ABDOLLAHI SANI, Managing
Member, QI

B-2 Residential and Small Commercial

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


Chair, Nevada State Contractors Board



STATE OF NEVADA CONTRACTORS LICENSE

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

ARVIN CONSTRUCTION
10524 ANGEL DREAMS AVE
LAS VEGAS, NV 89144

LIC. NO.
0086070

EXPIRES:
10/31/2021

LIMIT:
\$245,000

Class: B-2

STATE OF NEVADA STATE CONTRACTORS BOARD

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

POCKET CARD RE-ORDER FORM

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

Firm Name _____

License No. _____

Date: _____ By: _____

ARVIN CONSTRUCTION
10524 ANGEL DREAMS AVE
LAS VEGAS, NV 89144

Miao v. TKNR, INC et al
Case # A-18-785917-C
Plaintiff's Expert Witness Disclosure
Page 174

RA000265

Southern Nevada Office
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Henderson, Nevada 89074
(702) 486-1100

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

STATE CONTRACTORS BOARD

The Nevada State Contractors Board certifies that

A C CAPTAIN LLC

Licensed since April 19, 2018

License No. **0083423**

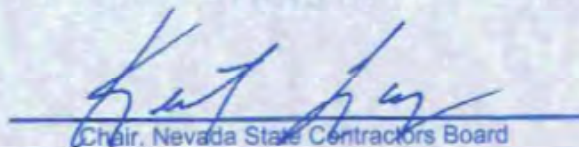
Is duly licensed as a contractor in the following classification(s):

PRINCIPALS:

AMIN ABDOLLAHI SANI, Managing
Member, QI

C-21 Refrigeration and Air Conditioning

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


Chair, Nevada State Contractors Board



STATE OF NEVADA CONTRACTORS LICENSE

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

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

LIC NO.
0083423
EXPIRES:
04/30/2022

LIMIT:
\$100,000
Class: C-21

STATE OF NEVADA
STATE CONTRACTORS BOARD
5390 Kietzke Lane, Suite 102, Reno, Nevada 89511
2310 Corporate Circle, Suite 200, Henderson, Nevada 89074

POCKET CARD RE-ORDER FORM

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

Firm Name _____

License No. _____

Date _____ By _____

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

Miao v. TKNR, INC et al
Case # A-18-785917-C
Plaintiff's Expert Witness Disclosure
Page 175

RA000266



شماره ۹۷۵۵۷۷

شماره دفتر متوجم

جمهوری اسلامی ایران
توضیح: اداره مترجمین رسمی

Dr. H. Amirshahi, Official
Translator to Justice Ministry

ISLAMIC AZAD UNIVERSITY

Photo of
the holder
affixed &
sealed.



CERTIFICATE OF COMPLETION OF BACHELOR'S DEGREE PROGRAM

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

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

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

Overleaf:

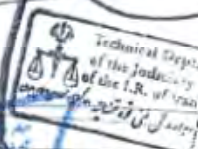
Registered under No. 477698, dated Sept.8.2002 in the register of diplomas at Graduates' Affairs Department of Islamic Azad University.

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

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



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



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

3



AMIN SANI

PRESENT FOUNDER AND CEO ARVIN CONSTRUCTION CO.

(General Contractor License #86070)

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

EXPERIENCE

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

WWW.ARVINCONSTRUCTION.COM, WWW.ACCAPTAIN.COM

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

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

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

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

TEAM ACCOMPLISHMENTS:

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

2012 - 2014 BUSINESS SHAREHOLDER | RESIDENTIAL PROJECT FIELD

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

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

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

2010 - 2012 CONSTRUCTION COORDINATOR | MANAGER ALPINE GMBH

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

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

2008 - 2010 SUPERINTENDENT | FIELD ENGINEER UNIVERSITY TECHNOLOGY

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

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

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

2004 - 2008 ESTIMATOR | DRAFTSMAN | PROJECT CONSTRUCTION MANAGER

ASCP CONTRACTING LLC - TEHRAN & UZBEKISTAN & AFGHANISTAN Project

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

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

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

CORE COMPETENCIES

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

EDUCATION

2008 - 2010 MBA BUSINESS MANAGEMENT UNIVERSITY OF TECHNOLOGY

KUALA LUMPUR, MALAYSIA

1999 - 2003 BACHELOR OF SCIENCE | CONSTRUCTION ENGINEERING UNIVERSITY

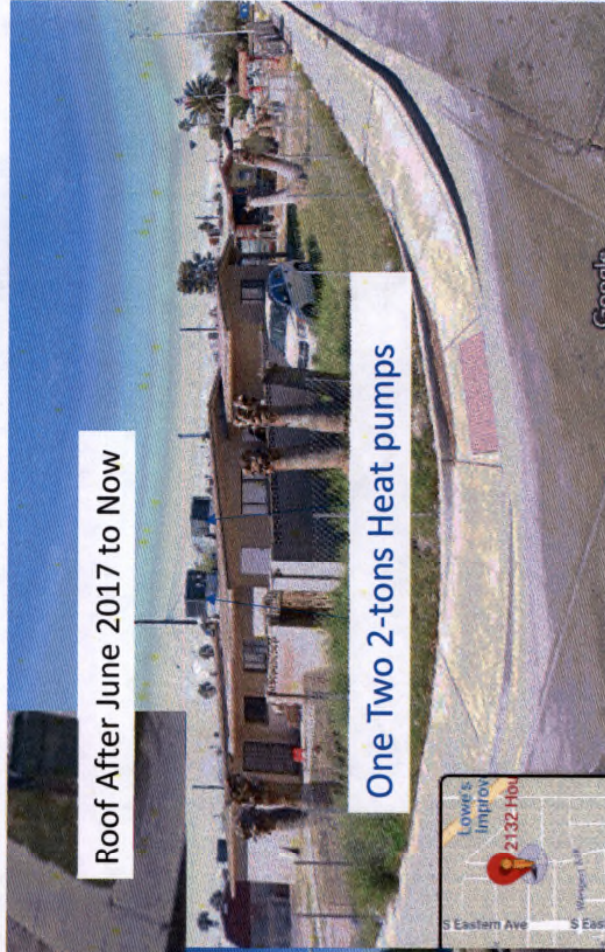
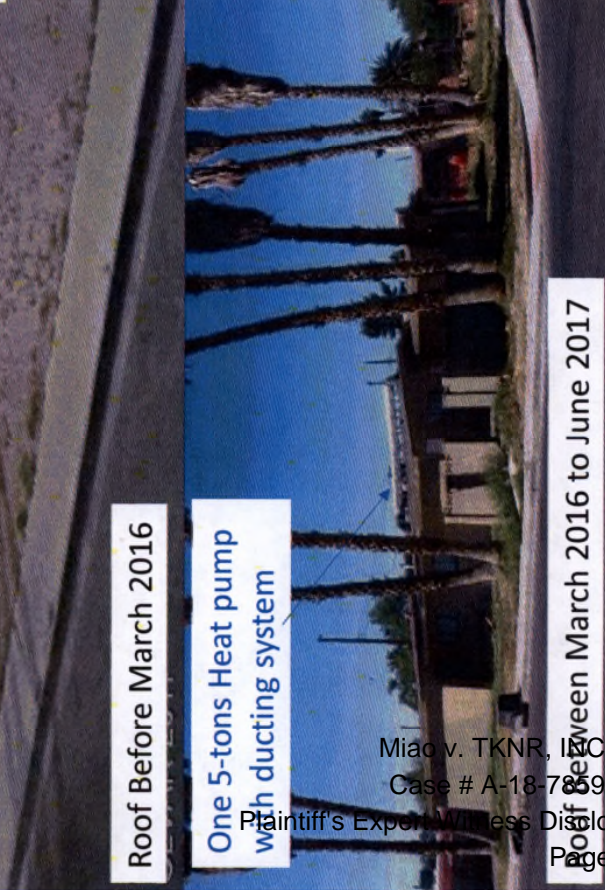
OF TEHRAN, IRAN

CHARGES

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



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







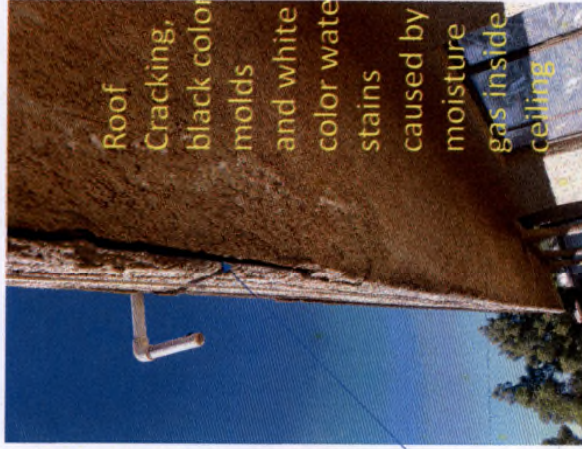
Vent into Ceiling



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



Roof
Cracking,
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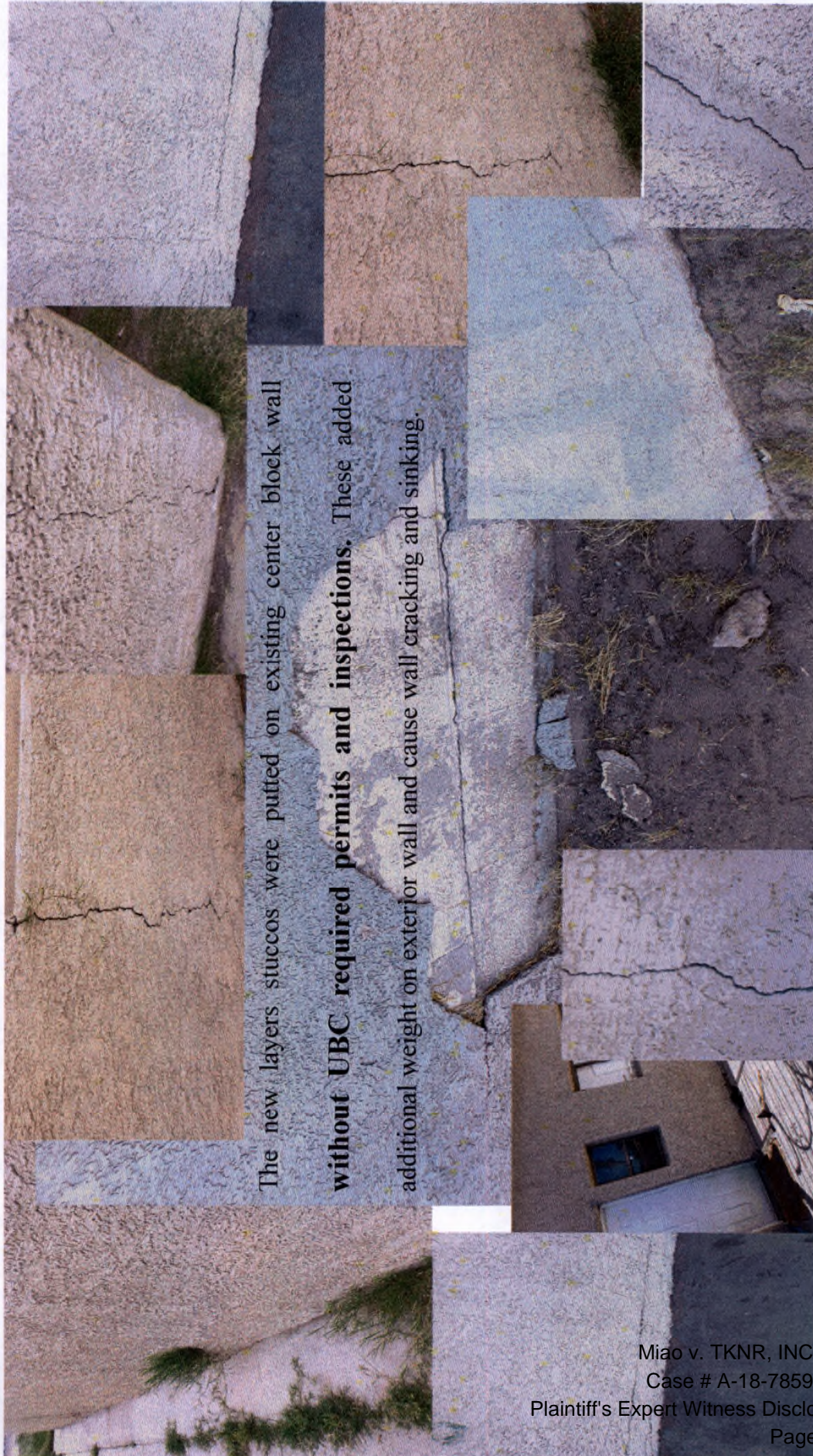


Vent into Ceiling

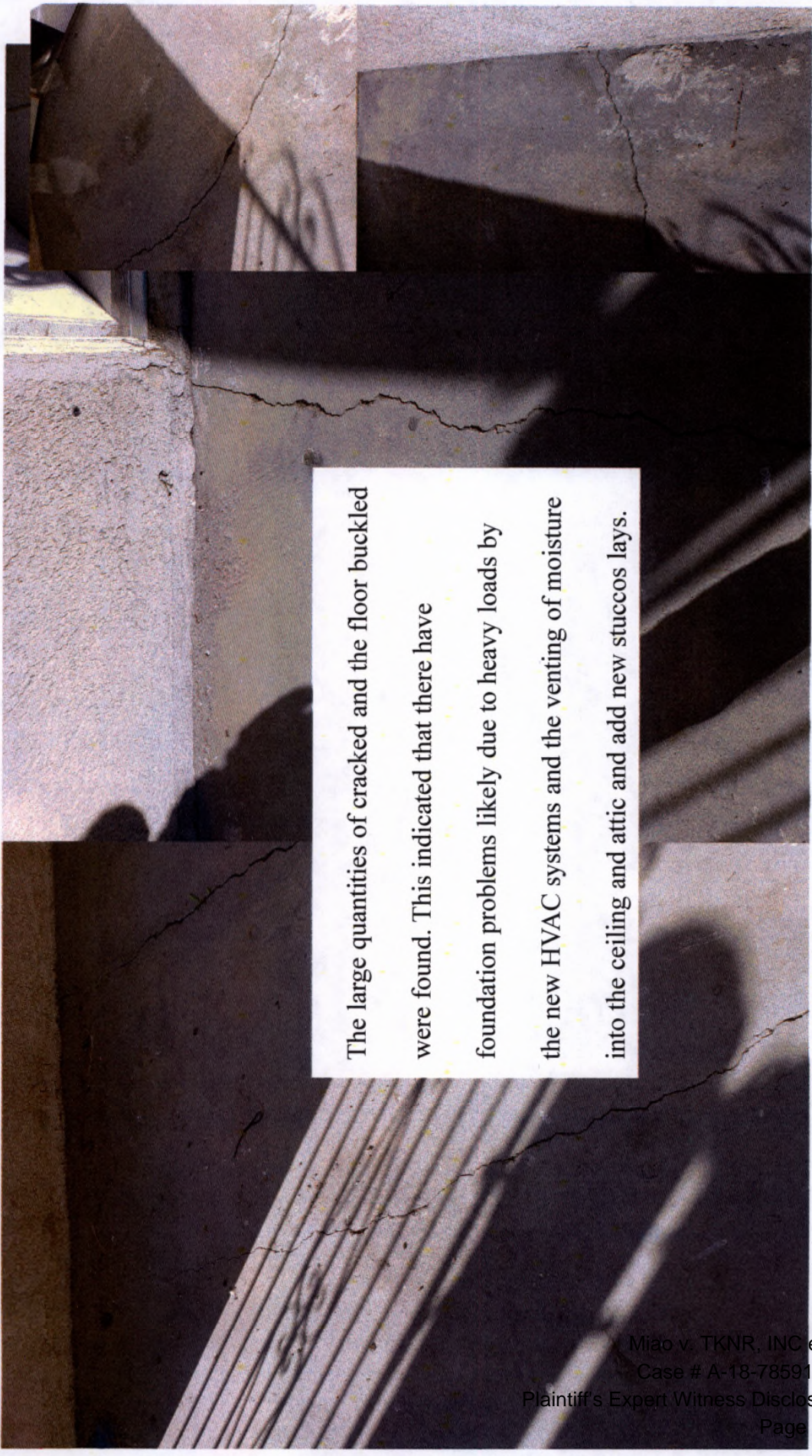


The highly moisture exhaust gas from all bathrooms and from the all washer/dryer combination units were vented into ceiling unlawfully **without UBC required permits and inspections** and these also create mold, decay woods inside ceiling and roof and damaged the building structure.

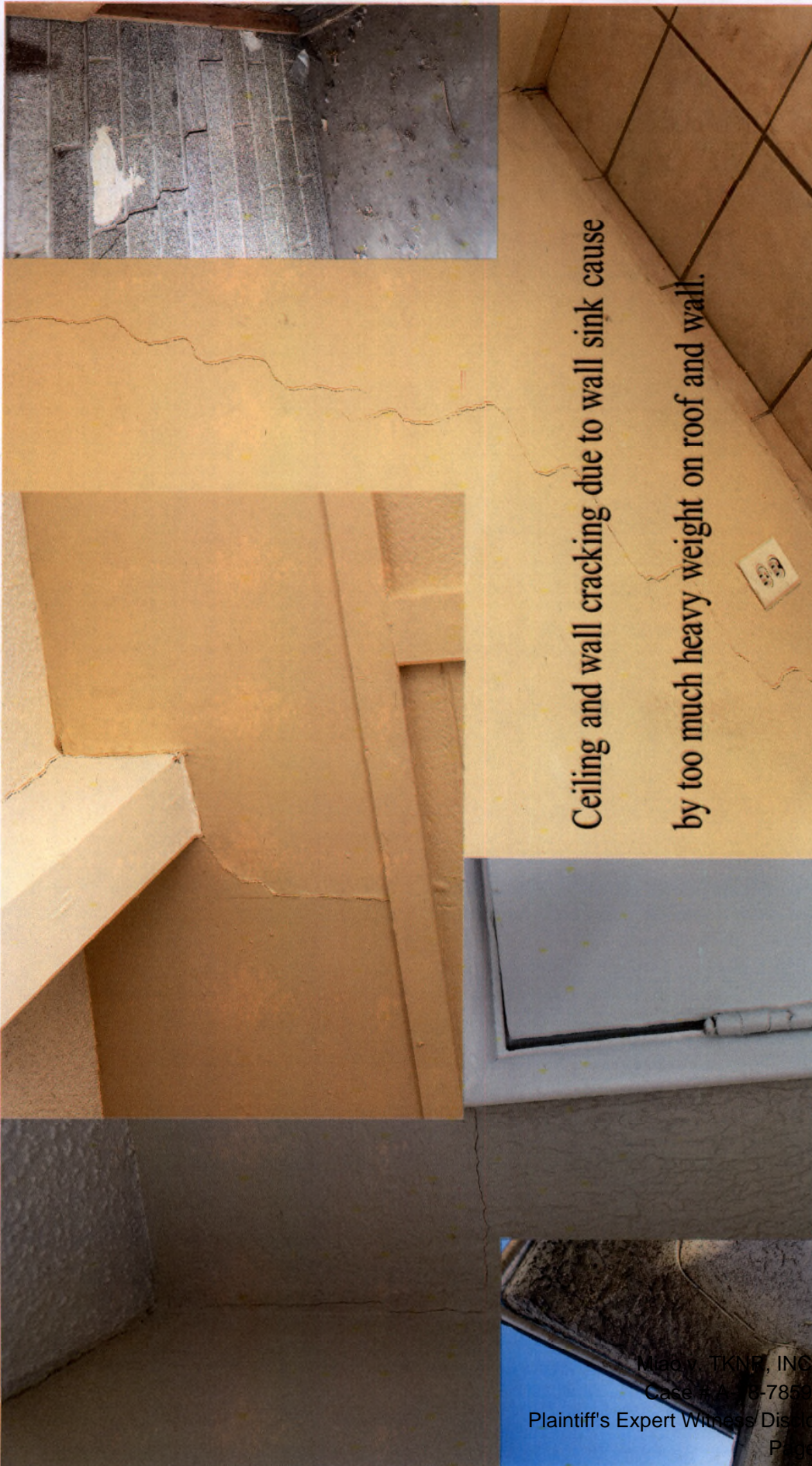




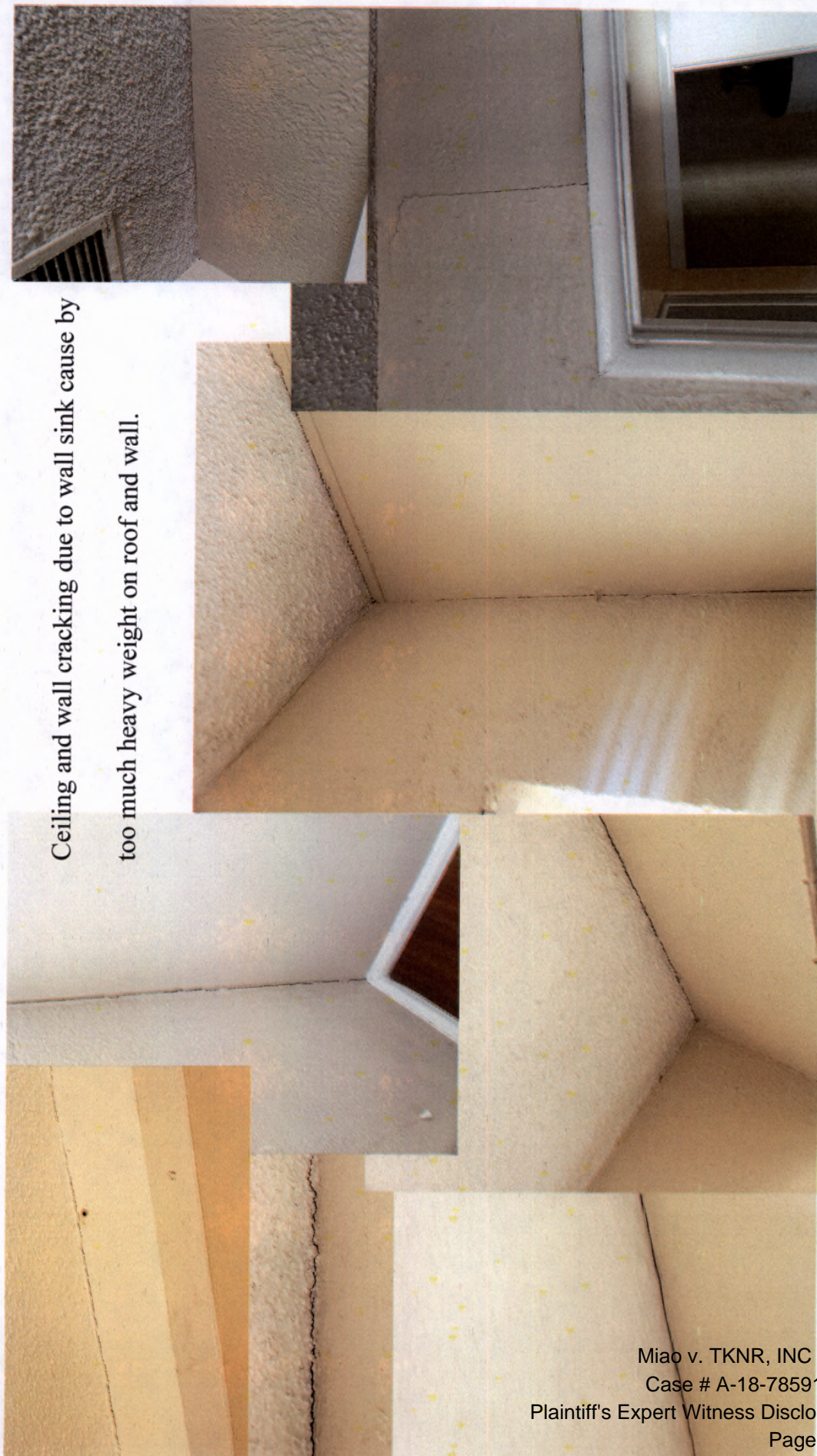
The new layers stuccos were putted on existing center block wall
without UBC required permits and inspections. These added
additional weight on exterior wall and cause wall cracking and sinking.



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




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



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

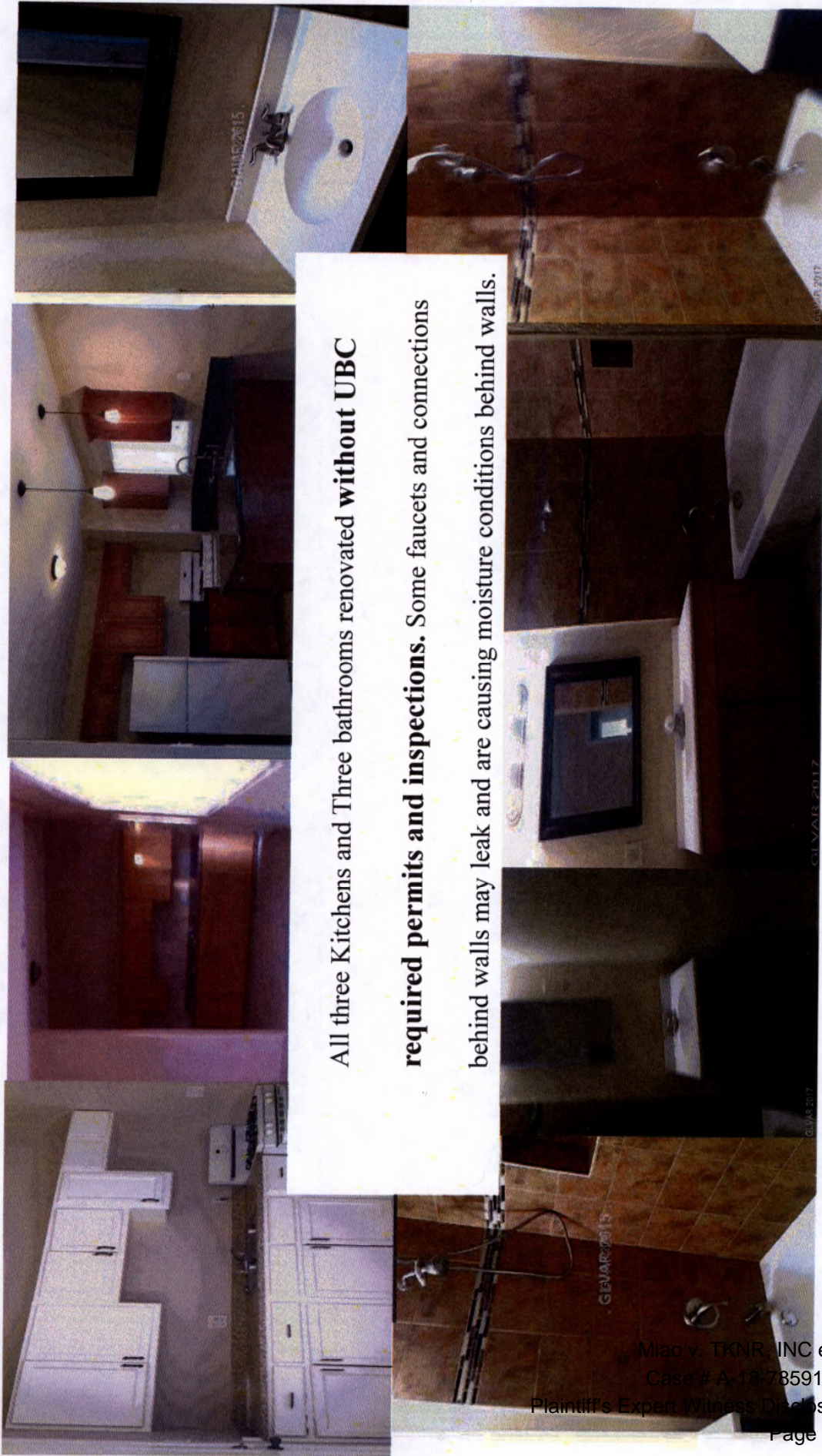


A photograph of a building's exterior wall. The wall is light-colored with a rough, stucco-like texture. On the left side, there is a dark, rectangular opening, likely a window or door. To the right of this opening, there is a white, rectangular window unit with a dark frame. Below the window unit, there is a small, dark, rectangular object on the wall. In the foreground, there is a concrete ledge or base. On the ledge, there is a white, rectangular object, possibly a window frame or a piece of equipment. To the right of this object, there is a small, dark, rectangular object on the ledge. In the bottom right corner, there is a small potted plant with green leaves. The overall scene appears to be a construction or renovation site.

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.**

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





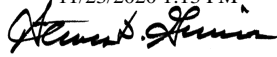
All three Kitchens and Three bathrooms renovated **without UBC required permits and inspections**. Some faucets and connections behind walls may leak and are causing moisture conditions behind walls.

EXHIBIT 5

EXHIBIT 5

EXHIBIT 5

EXHIBIT 5


CLERK OF THE COURT

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

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

9 W L A B INVESTMENT, LLC

10 Plaintiff/Counterdefendant

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/Counterclaimants

28 =====
29 AND RELATED ACTIONS
30 =====

31 STIPULATION AND ORDER FOR LEAVE TO FILE SECOND AMENDED
32 COMPLAINT

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

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

Hearing date requested

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

3 /s/ Benjamin B. Childs

/s/ Michael B. Lee

4 BENJAMIN B. CHILDS

MICHAEL B. LEE

5 Nevada Bar # 3946

Nevada Bar # 10122

6 Attorney for Plaintiff

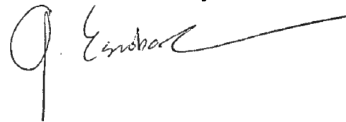
Attorney for Defendants

7
8 ORDER

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

14
15 IT IS SO ORDERED

Dated this 23rd day of November, 2020

16 

17
18
19 B4B 1A9 2B5B 6F76
Adriana Escobar
District Court Judge

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

Sun 11/22/2020 2:56 PM

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

20201120 - SAO112020withexhibits.pdf;

Ben:

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

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

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

Direct Line – 702.731.0244 Main Line: 702.477.7030 Fax: 702.477.0096

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EXHIBIT 1

EXHIBIT 1

EXHIBIT 1

EXHIBIT 1

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

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

13 W L A B INVESTMENT, LLC

14 Plaintiff/Counterdefendant

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

15 vs.

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

PROPOSED SECOND
AMENDED
COMPLAINT

Defendants/Counterclaimants

=====

AND RELATED ACTIONS

=====

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

///

1 PLAINTIFF'S ALLEGATIONS OF FACT

2 A. IDENTITY OF DEFENDANTS

3
4 1. Defendant TKNR, INC, [hereinafter TKNR] was at all relevant times a
5 California Corporation doing business in Clark County, Nevada.

6 2. INVESTPRO LLC was at all relevant times a Nevada Limited Liability
7 Company dba INVESTPRO REALTY [hereinafter Investpro]. Investpro is a
8 real estate brokerage holding Nevada license # B.0144660.llc and a
9 property management company holding Nevada license # PM.0166824.bkr,
10 which licenses are registered to JOYCE A. NICKRANDT [herinafter
11 Nickrandt].

12 3. Nickrandt is a Nevada resident who, during all time relevant hereto, made
13 direct factual representations as TKNR's agent, WLAB's agent and
14 Investpro's agent. At all times relevant to this case, Nickrandt was a
15 manager of Investpro.

16
17 4. CHI ON WONG aka CHI KUEN WONG [hereinafter Wong] is a California
18 resident who owns and controls TKNR, INC and is the alter ego of TKNR.
19 TKNR was and is influenced and governed by Wong. There must is such a
20 unity of interest and ownership between Wong and TKNR that one is
21 inseparable from the other. Adherence to the fiction of separate entity
22 between Wong and TKNR would sanction a fraud or promote injustice.

23 5. ZHONG KENNY LIN aka KENNY ZHONG LIN aka KEN ZHONG LIN aka
24 KENNETH ZHONG LIN aka WHONG K.LIN aka CHONG KENNY LIN aka
25 ZHONG

26 LIN [hereinafter Lin] is a Nevada resident who, during all time relevant
27 hereto, made direct factual representations set forth below as both TKNR's
28 agent and Investpro's Chief Executive Officer and agent. At all times

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

6. YAN QIU ZHANG is a Nevada resident who, during all time relevant hereto, was a manager and registered agent of Investpro.

7. LIWEI HELEN CHEN aka HELEN CHEN [Chen] is a Nevada resident who, during all time relevant hereto, was a real estate agent employed, associated and/or the agent of Investpro who represented Plaintiff as the buyer of the Subject Property. Chen was the buyer's agent, representing Plaintiff.

8. INVESTPRO INVESTMENTS I LLC was at all relevant times a Nevada Limited Liability Company. INVESTPRO INVESTMENTS I LLC is the Flipping Fund described in below.

9. INVESTPRO MANAGER LLC was at all relevant times a Nevada Limited Liability Company. INVESTPRO MANAGER LLC presented and solicited investors for the Flipping Fund described below. INVESTPRO MANAGER LLC managed Investpro INVESTMENTS I LLC, the Flipping Fund, and also managed the renovation project of the Subject Property prior to the sale of the Subject Property to Plaintiff. INVESTPRO MANAGER LLC used TKNR as a sham owner of the Subject Property while in reality INVESTPRO MANAGER LLC retained control of all decisions regarding the Subject Property.

10. MAN CHAU CHENG is a Nevada resident who, during all time relevant hereto, was a manager of INVESTPRO MANAGER LLC and was a founder of INVESTPRO MANAGER LLC.

11. The true names of Defendants DOES 1 through 5 and ROE CORPORATIONS I - X, inclusive, are unknown to Plaintiff at this time.

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

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

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

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

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

5
6 B. TRANSACTIONS RESULTING IN THIS LAWSUIT

- 7
8 15. That on or about December 15, 2017 TKNR sold Plaintiff a parcel of real
9 property with a residential rental Unit A, Unit B and Unit C on it, specifically
10 the real property located at 2132 Houston Dr Las Vegas, NV, referred to
11 herein as the Subject Property. The Subject Property is a residential rental
12 income multifamily apartment.

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

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

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

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

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

CLOSE OUT DATE: DEC. 31,2015

WHAT'S FLIPPING FUND?

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

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

1 subcontractors bids, evaluating bids from subcontractor, awarding contracts
2 to subcontractors, monitoring subcontractor work and paying
3 subcontractors, handypersons and unlicensed workers. INVESTPRO
4 MANAGER LLC contracted for extensive renovation, demolition, and
5 construction work on the Subject Property.

6 21. INVESTPRO MANAGER LLC was the project manager for the renovation
7 of the Subject Property.

8 22. Investpro was also the real estate broker in the sale, representing both the
9 buyer [WLAB] and the seller [TKNR].

10 23. TKNR and it's agent Investpro marketed and listed for sale.

11 24. Seller's Real Property Disclosure Form was prepared, presented and
12 initialed by Lin on or about August 7, 2017.

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

16 26. TKNR and it's agent Investpro marketed and listed the Subject Property
17 for sale.

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

22 28. All work on the Subject Property which is complained of herein was
23 performed at the direction of INVESTPRO MANAGER LLC and Investpro,
24 as TKNR's agent. Further, all work on the Subject Property which is
25 complained of herein occurred within two years prior to the sale to Plaintiff
26 and while the Subject Property was under TKNR's ownership and
27 INVESTPRO MANAGER, LLC's control.

28 29. Since the Subject Property is a residential rental apartment, to protect

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

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

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

a. SRPDF stated that Electrical System had no problems or defects.

The fact is that many new electric lines were added and many old electric lines were removed by Investpro Manager LLC . The swamp coolers that were removed were supplied by 110 volt power supply lines. Investpro Manager LLC first added one 220v power supply line for one new 5 ton heat pump package unit on one roof top area for the whole building for Unit A. Unit B and Unit C.

Investro Manager, LLC then removed the one year old 5 ton heat pump packaged unit from the roof top with power supply lines and added two new 220v power supply lines for two new 2 ton heart pump package units, one each for Unit B and Unit C.

Inestpro Manager, LLC then added one new 110 volt power supply line for two window cooling units for Unit A. The electrical system load for Unit A was increased due to the installation of two new cooling units and required 100 amp service, but the electrical service was not upgraded to 100 amp service from the existing 50 amp

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

6 All the electrical supply line addition and removal work were
7 performed without code required electrical load calculation, permits
8 and inspections. To save money, minimize flipping cost, minimize
9 flipping time, maximize flipping fund profits, Investpro Manager LLC
10 used unlicensed and unskilled workers to do the electrical work and
11 used low quality materials used inadequate electrical supply lines.

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

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

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

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

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

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

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

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

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

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

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

28 Further, Investpro Manager LLC installed two electrical heat pump

1 heating systems without UBC required permits and inspections for
2 Unit B and Unit C. The Unit A does not have an electrical heat pump
3 heating system nor a natural gas wall furnace heating system now.
4 Unit A has to use portable electrical heaters.
5

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11 The recent inspection of the exterior wall found multiple cracks which
12 indicates structural problems caused by the heavy load on the roof.
13

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

17 Defendants Lin, Investpro, as TKNR's agent, TKNR, and Wong did
18 not provide detailed explanations. All renovation, demolition, and
19 construction work was done by Investpro Manager LLC using
20 unlicensed, and unskilled workers without UBC required weight load
21 and wind load calculations, permits and inspections.
22

- 23 j. SRPDF stated that there were not any problems with the roof.
24 The roof of the Subject Property was damaged by changing roof top
25 HVAC units and ducting systems multiple times from October, 2015
26 to June, 2017. Investpro Manager LLC removed the existing swamp
27 coolers from roof top and covered the swamp coolers ducting holes.
28 Investpro Manager LLC added a five ton heat pump package unit with

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

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

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

- 26 i. Problems with flooring.

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

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

11 ii. Problems with the land/foundation.

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

18 iii. Problems with closet doors.

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

24
25 32. Plaintiff discovered the multiple defects and false or inaccurate statements,
26 as set forth above, after purchasing the property on December 15, 2017,.

27 33. After selling the property to Plaintiff, TKNR filed a dissolution with the State
28 of California in September, 2018 and it is unknown at this time to whom

TKNR disbursed its assets in the dissolution.

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

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

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

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

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

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

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

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

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

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

8
9 SECOND CAUSE OF ACTION - CONSTRUCTIVE FRAUD

10 [Defendants Investpro, Nickrandt and Chen]
11

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

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

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

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

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

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

1 incurred by Plaintiff in this action.

2
3 THIRD CAUSE OF ACTION - COMMON LAW FRAUD

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

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

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

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

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

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

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

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

1 FOURTH CAUSE OF ACTION - FRAUDULENT INDUCEMENT

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

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

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

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

10 59. Defendants' actions constitute Fraudulent Inducement because :

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

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

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

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

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

22
23 60. Plaintiff has been damaged as a result of the fraudulent inducement of
24 TKNR, through it's agents, Wong, Investpro, INVESTPRO MANAGER LLC,
25 and Lin .

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

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

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

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

FIFTH CAUSE OF ACTION : FRAUDULENT CONCEALMENT

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

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

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

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

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

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

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

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

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

3 70. It has been necessary for Plaintiff to retain the services of an attorney and to
4 incur other court costs to prosecute this action. Defendants TKNR, Wong,
5 Investpro, INVESTPRO MANAGER LLC, and Lin should be required to pay
6 attorneys' fees and costs incurred by Plaintiff in this action.
7

8 SIXTH CAUSE OF ACTION - BREACH OF FIDUCIARY DUTY

9 [Defendants Investpro and Nickrandt and Chen]
10

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

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

15 73. Defendants Investpro and Nickrandt and Chen breached duties owed as a
16 fiduciary because Defendants Investpro and Nickrandt and Chen failed to
17 meet their duties owed to the Plaintiff, including without limitation, a duty to
18 conduct their obligations in a reasonable and customary manner consistent
19 with local standards, a duty to honestly inform the Plaintiff of the status and
20 facts of the purchases and sales, and a duty to meet their obligations as
21 agreed to in acting as a real estate agent and/or broker.
22

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

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

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

3
4 ///

5 SEVENTH CAUSE OF ACTION - RICO

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

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

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

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

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

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

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

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

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

11 83. Plaintiff has further been required to retain the services of an attorney to
12 prosecute this action on its behalf, and as such are entitled to attorney's
13 fees and costs incurred in prosecuting this matter.
14

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

16 [Defendant Chen, Lin, Investpro and Nickrandt]
17

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

20 85. At all relevant times Investpro was the real estate broker for the purchase
21 and sale of the Subject Property.
22

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12 [Defendant Investpro, Zhang, and Nickrandt]
13

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

16
17 104. At all relevant times Lin and Chen were the employees or agents of
18 Investpro.

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

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

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

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

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

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

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

8
9 TENTH CAUSE OF ACTION : FRAUDULENT CONVEYANCE

10 [As to TKNR, Doe Defendants 6 - 10 and Roe Defendants XI - XX]
11

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

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

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

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

19 (b) Without receiving a reasonably equivalent value in exchange for the
20 transfer or obligation, and TKNR:
21

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

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

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

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

3
4 ELEVENTH CAUSE OF ACTION : FRAUDULENT CONVEYANCE

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

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

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

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

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

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

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

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

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

1 TWELVFTH CAUSE OF ACTION : CIVIL CONSPIRACY

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

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

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

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

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

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

24
25 THIRTEENTH CAUSE OF ACTION - BREACH OF CONTRACT

26 [As to Defendant Investpro]
27

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

made in all previous paragraphs as though fully set forth herein.

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

126. By written contract, Investpro represented both the buyer and the seller in the transaction.

127. Pursuant to NRS 645.252(1)(a) Investpro was required to disclose to Plaintiff "Any material and relevant facts, data or information which the licensee knows, or which by the exercise of reasonable care and diligence should have known, relating to the property which is the subject of the transaction."

128. Investpro breached its contractual duties as it failed to disclose material and relevant facts, data or information which Investpro knew, or which by the exercise of reasonable care and diligence should have known, relating to the Subject Property.

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

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

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

[As to Defendant Investpro]

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

1 herein.

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

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

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

11 135. Plaintiff has further been required to retain the services of an attorney to
12 prosecute this action on its behalf, and as such are entitled to attorney's
13 fees and costs incurred in prosecuting this matter.
14

15 FIFTEENTH CAUSE OF ACTION : ABUSE OF PROCESS

16 [As to all Defendants]
17

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

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

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

1 LLC as part of it's dissolution in January, 2019 [after the Complaint
2 was served] were all of Investpro Investments I LLC's assets.

3 Defendants, including state in their Amended Answer filed _____,
4 2020 the same baseless statement about lack of knowledge or
5 information about Investpro Investments I LLC. In fact, their
6 Amended Answer filed _____ doesn't even have an answer filed by
7 Investpro Investments I LLC.

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

the trial order filed June 26, 2020

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

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

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

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

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

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

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

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

2

3 /s/ Benjamin B. Childs

4 BENJAMIN B. CHILDS, ESQ.

5 Nevada Bar No. 3946

6 Attorney for Plaintiff

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1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

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

CASE NO: A-18-785917-C

7 vs.

DEPT. NO. Department 14

8
9 TKNR Inc, Defendant(s)

10
11 **AUTOMATED CERTIFICATE OF SERVICE**

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

15 Service Date: 11/23/2020

16 Katherine MacElwain kmacelwain@nevadafirm.com

17 Michael Matthis matthis@mblnv.com

18 John Savage jsavage@nevadafirm.com

19 BENJAMIN CHILDS ben@benchilds.com

20 Nikita Burdick nburdick@burdicklawnv.com

21 Michael Lee mike@mblnv.com

22 Bradley Marx brad@marxfirm.com

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26
27
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RA000328

EXHIBIT 6

EXHIBIT 6

EXHIBIT 6

EXHIBIT 6

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

**DISTRICT COURT
CLARK COUNTY, NEVADA**

W L A B INVESTMENT, LLC,

Plaintiff,

vs.

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

Case No.: A-18-785917-C

Dept. No.: 14

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

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

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

8 INTERROGATORY NO. 1:

9 Identify the person responding to these Interrogatories, including:

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

16 RESPONSE TO NO. 1:

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

- (a) Chi On Wong;

1 (b) March 26, 1973;

2 (c) 124-88-0639;

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

4 (e) CEO

5 INTERROGATORY NO. 2:

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

9 RESPONSE TO NO. 2:

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

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

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

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

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

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

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

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

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

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

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

19 ///

///

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

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

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

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

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

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

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

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

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

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

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

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

12. ANTHONY GAULET

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

13. GEORGIA DANAS-SUAREZ

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

///
///

1 14. CARLOS SUAREZ

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

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

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

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

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

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

15 INTERROGATORY NO. 3:

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

18 ///

19 ///

1 RESPONSE TO NO. 3:

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

5 INTERROGATORY NO. 4:

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

7 RESPONSE TO NO. 4:

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

9 INTERROGATORY NO. 5:

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

12 RESPONSE TO NO. 5:

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

15 INTERROGATORY NO. 6:

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

18 RESPONSE TO NO. 6:

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

///

1 INTERROGATORY NO. 7:

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

4 RESPONSE TO NO. 7:

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

7 INTERROGATORY NO. 8:

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

10 RESPONSE TO NO. 8:

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

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

///

1 INTERROGATORY NO. 9:

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

4 RESPONSE TO NO. 9:

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

13 INTERROGATORY NO. 10:

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

16 RESPONSE TO NO. 10:

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

19 INTERROGATORY NO. 11:

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

1 RESPONSE TO NO. 11:

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

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

12 INTERROGATORY NO. 12:

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

15 RESPONSE TO NO. 12:

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

19 INTERROGATORY NO. 13:

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

1 RESPONSE TO NO. 13:

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

5 INTERROGATORY NO. 14:

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

8 RESPONSE TO NO. 14:

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

12 INTERROGATORY NO. 15:

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

15 RESPONSE TO NO. 15:

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

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1 INTERROGATORY NO. 16:

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

4 RESPONSE TO NO. 16:

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

7 INTERROGATORY NO. 17:

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

9 RESPONSE TO NO. 17:

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

13 INTERROGATORY NO. 18:

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

15 RESPONSE TO NO. 18:

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

1 INTERROGATORY NO. 19:

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

4 RESPONSE TO NO. 19:

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

8 INTERROGATORY NO. 20:

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

12 RESPONSE TO NO. 20:

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

16 INTERROGATORY NO. 21:

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

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1 RESPONSE TO NO. 21:

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

5 INTERROGATORY NO. 22:

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

8 RESPONSE TO NO. 22:

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

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

17 INTERROGATORY NO. 23:

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

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1 RESPONSE TO NO. 23:

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

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

7 INTERROGATORY NO. 24:

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

10 RESPONSE TO NO. 24:

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

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

17 INTERROGATORY NO. 25:

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

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1 RESPONSE TO NO. 25:

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

6 INTERROGATORY NO. 26:

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

9 RESPONSE TO NO. 26:

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

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

15 INTERROGATORY NO. 27:

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

18 RESPONSE TO NO. 27:

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

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

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

INTERROGATORY NO. 28:

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

RESPONSE TO NO. 28:

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

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

INTERROGATORY NO. 29:

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

RESPONSE TO NO. 29:

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

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

3 INTERROGATORY NO. 30:

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

6 RESPONSE TO NO. 30:

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

10 INTERROGATORY NO. 31:

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

13 RESPONSE TO NO. 31:

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

16 INTERROGATORY NO. 32:

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

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1 RESPONSE TO NO. 32:

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

5 INTERROGATORY NO. 33:

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

7 RESPONSE TO NO. 33:

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

10 INTERROGATORY NO. 34:

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

13 RESPONSE TO NO. 34:

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

16 INTERROGATORY NO. 35:

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

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1 RESPONSE TO NO. 35:

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

4 INTERROGATORY NO. 36:

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

7 RESPONSE TO NO. 36:

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

11 INTERROGATORY NO. 37:

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

14 RESPONSE TO NO. 37:

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

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1 INTERROGATORY NO. 38:

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

4 RESPONSE TO NO. 38:

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

8 INTERROGATORY NO. 39:

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

11 RESPONSE TO NO. 39:

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

16 DATED this 8th day of April, 2020

17 BURDICK LAW PLLC

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

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VERIFICATION

STATE OF California)
)ss.
COUNTY OF Los Angeles)

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

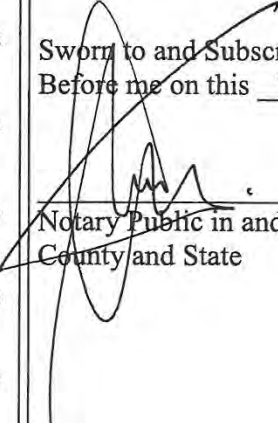
That I am a representative of TKNR, INC., one of the Defendants in the present matter.
I have read the above and foregoing, Responses to Plaintiff's First Set of Interrogatories to
Defendant TKNR, INC., and know the contents thereof, that the same are true and correct of
my own knowledge, except for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

FURTHER AFFIANT SAYETH NAUGHT.

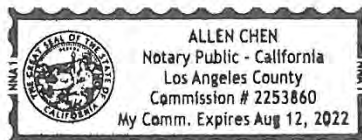


CHI ON WONG, Representative of
TKNR, INC.

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



Notary Public in and for said
County and State



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CERTIFICATE OF SERVICE

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

Bradley M. Marx, Esq.
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Las Vegas, Nevada 89106
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Attorneys for Plaintiff

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