

FILED

DEC 02 2016

REAL ESTATE COMMISSION
BY *[Signature]*

ANS

Andrew H. Pastwick, ESQ.
Nevada Bar No. 009146
LAW OFFICE OF ANDREW H. PASTWICK L.L.C.
1810 E. Sahara Avenue, Suite 120
Las Vegas, Nevada 89104
Tel: (702) 866-9978
Fax: (702) 369-1290
Attorney for Defendant
Yawen (Amy) Pan

BEFORE THE REAL ESTATE COMMISSION

STATE OF NEVADA

SHARATH CHANDRA, Administrator,)
REAL ESTATE DIVISION, DEPARTMENT)
OF BUSINESS & INDUSTRY, STATE OF)
NEVADA)

Case No.: 2016-974

Petitioner,

v.

YAWEN (AMY) PAN,

Respondent.

RESPONDENT'S ANSWER AND
REQUEST TO CONTINUE THE
DECEMBER 5, 2016 HEARING

Date of Hearing: December 5, 2016
Time of Hearing: 9:00 a.m.

COMES NOW Respondent YAWEN (AMY) PAN, (hereinafter referred to as

"Answering Respondent"), by and through her attorneys of record, Andrew H. Pastwick, Esq. and the law office of Andrew H. Pastwick, LLC, and in response to Petitioner's Complaint on file herein, admits, denies, and alleges as follows below. Furthermore, Respondent requests that the Real Estate Commission continue the December 5, 2016 hearing until the next scheduled Real Estate Commission hearings. Respondent intends to pay a fine related to a previous Real Estate Commission's claim next week (RED 15-07-75-075). Once she pays this fine, the Attorney General's office has indicated that they would be inclined into possibly entering into a settlement agreement for this claim once the previous fine has been paid. As such, Respondent requests that this hearing be continued.

Law Office of Andrew H. Pastwick L.L.C.
1810 E. Sahara Avenue, Suite 120
Las Vegas, Nevada 89104
Phone (702) 866-9978 Fax (702) 369-1290

FACTUAL ALLEGATIONS

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1. Answering Paragraph 1 of the Complaint on file herein, Answering Respondent admits to the allegations set forth in said paragraph.

2. Answering Paragraph 2 of the Complaint on file herein, Answering Respondent denies to the allegations set forth in said paragraph.

3. Answering Paragraph 3 of the Complaint on file herein, Answering Respondent admits the allegations as set forth in said paragraph.

4. Answering Paragraph 4 of the Complaint on file herein, Answering Respondent admits the allegations as set forth in said paragraph.

5. Answering Paragraph 5 of the Complaint on file herein, Answering Respondent denies the allegations as set forth in said paragraph.

6. Answering Paragraph 6 of the Complaint on file herein, Answering Respondent denies the allegations as set forth in said paragraph.

7. Answering Paragraph 7 of the Complaint on file herein, Answering Respondent denies the allegations as set forth in said paragraph.

8. Answering Paragraph 8 of the Complaint on file herein, Answering Respondent has no information as to the allegations as set forth in said paragraph and therefore denies said allegation.

9. Answering Paragraph 9 of the Complaint on file herein, Answering Respondent denies the allegations as set forth in said paragraph.

10. Answering Paragraph 10 of the Complaint on file herein, Answering Respondent denies the allegations as set forth in said paragraph.

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11. Answering Paragraph 11 of the Complaint on file herein, Answering Respondent has no information as to the allegations as set forth in said paragraph and therefore denies said allegation.

VIOLATIONS

12. Answering Paragraph 12 of the Complaint on file herein, Answering Respondent denies the allegations as set forth in said paragraph.

13. Answering Paragraph 13 of the Complaint on file herein, Answering Respondent denies the allegations as set forth in said paragraph.

DISCIPLINE AUTHORIZED

14. Answering Paragraph 14 of the Complaint on file herein, the paragraph contains a statement of law and therefore Answering Respondent is unable to admit or deny the allegations as set forth in said paragraph.

15. Answering Paragraph 15 of the Complaint on file herein, the paragraph contains a statement of law and therefore Answering Respondent is unable to admit or deny the allegations as set forth in said paragraph.

16. Answering Paragraph 16 of the Complaint on file herein, the paragraph contains a statement of law and therefore Answering Respondent is unable to admit or deny the allegations as set forth in said paragraph.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

Petitioner's Complaint fails to state a claim against Answering Respondent upon which relief can be granted.

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SECOND AFFIRMATIVE DEFENSE

The events referred to in the Complaint and injuries, if any, arising therefrom, were caused by the acts of a third person or persons over whom Answering Respondent had no control and no involvement and for which Respondent cannot be held liable.

THIRD AFFIRMATIVE DEFENSE

Petitioner's claims are non-perfected and invalid.

FOURTH AFFIRMATIVE DEFENSE

Answering Respondent has valid and/or equitable excuses for any claims raised by Petitioner.

FIFTH AFFIRMATIVE DEFENSE

Petitioner's claims are barred by principals of failure of consideration.

SIXTH AFFIRMATIVE DEFENSE

Petitioner has failed to name necessary and indispensable parties for relief.

SEVENTH AFFIRMATIVE DEFENSE

Respondent alleges that she observed and discharged each and every duty required of it by law and due care

EIGHTH AFFIRMATIVE DEFENSE

Respondent states that she complied with NRS 645 *et. seq.* and NAC *et. seq.*

NINTH AFFIRMATIVE DEFENSE

Respondent states that at all times relevant that she was working as an agent for an authorized real property manager and that this authorized real property manager was aware of her actions.

TENTH AFFIRMATIVE DEFENSE

1 Respondent states that property owner knew or should have known that respondent was
2 working as an agent for an authorized real property manager

3
4 **ELEVENTH AFFIRMATIVE DEFENSE**

5 That Respondent never represented to any party that she was a licensed real estate property
6 manager.

7
8 **TWELFTH AFFIRMATIVE DEFENSE**

9 That any and all monies that Respondent may have received have been accounted for and
10 have been deposited in a Property Management Account pursuant to NRS 645.630(i) and (k).

11
12 **THIRTEENTH AFFIRMATIVE DEFENSE**

13 That pursuant to the "Residential Lease Agreement" that is the subject of this dispute,
14 Respondent signed it as the Authorized Agent for the Broker.

15
16 **FOURTEENTH AFFIRMATIVE DEFENSE**

17 Respondent provided owners with all of the information that was presented to her.

18
19 **FIFTEENTH AFFIRMATIVE DEFENSE**

20 Owners had an obligation to perform due diligence before they purchased the Subject
21 Property.

22
23 **SIXTEENTH AFFIRMATIVE DEFENSE**

24 Tenants failed to pay Respondent the rent for the months of April and May.

25
26 **SEVENTEENTH AFFIRMATIVE DEFENSE**

27 Petitioner's claims are barred pursuant to collateral estoppel and/or res judicata.

28
EIGHTEENTH AFFIRMATIVE DEFENSE

Answering Respondent reserves the right to amend this Answer to add additional
affirmative defenses as discovery progresses and new facts come to light.

1 WHEREFORE, Answering Respondent prays that this Tribunal finds that she did not
2 commit any violations and therefore is not subject to any administrative penalty as set forth in
3 NRS 645.633 and/or NRS 645.630 and/or NRS 622.400.

4 STATEMENT

5 Ms. Pan categorically denies all of the allegations contained in the Complaint. Please be
6 advised that this is the second complaint that Mr. Qu has filed against Ms. Pan. On or about
7 September 29, 2015, Ms. Pan entered a settlement agreement with the Real Estate Division
8 regarding all claims surrounding Ms. Pan's actions with Mr. Qu. This settlement agreement
9 released Ms. Pan from all future claims that Mr. Qu could bring against Ms. Pan regarding 2060
10 Rancho Lake Dr. Unit 103, Las Vegas, Nevada. More specifically the settlement agreement
11 states:¹

12
13 14. The parties desire to compromise and settle the instant controversy upon the
14 following terms and conditions.

15 27. **Release. In consideration of execution of this Stipulation, the**
16 **Respondent for herself, her heirs, executors, administrators, successors, and**
17 **assigns, hereby release, remise, and forever discharge the State of Nevada, the**
18 **Department of Business and Industry and the Division and each of their**
19 **respective members, agents, employees and counsel in their individual and**
20 **representative capacities, from any and all manner of actions, causes of action,**
21 **suits, debts, judgments, executions, claims, and demands whatsoever, known**
22 **and unknown, in law or equity, that the Respondent ever had, now has, may**
23 **have, or claim to have, against any or all of the persons or entities named in**
24 **this section, arising out of or by reason of the Division's investigation, this**
25 **disciplinary action, and all other matters relating thereto. (emphases added)**

26
27 In response to Mr. Qu's more recent allegation, it appears that Mr. Qu has developed a case of
28 buyer's remorse. In or around June 2013, Issac Lam contacted Ms. Pan regarding purchasing
investment property for him and Mr. Qu. He advised her that he was looking to purchase multi-
family units.² In response to this inquiry, Ms. Pan provided Mr. Lam with several listings for
properties that she thought that Mr. Lam would be interested in purchasing.

1 Settlement Agreement, attached as Exhibit "1".

2 E-mail from Issac Lam to Amy Pan, dated June 3, 2013, attached as Exhibit "2"

1 On June 25, 2012, Mr. Lam advised Ms. Pan to make a purchase offer for 2060 Rancho
2 Lake Dr. Unit 103, Las Vegas, Nevada (hereinafter "Subject Property") for \$33,500.00.³ Ms. Pan
3 then contacted the seller's broker and was informed that the seller had received multiple offers on
4 the Subject Property. After discussing the matter with the seller's agent, Ms. Pan informed Mr.
5 Qu that he would have to offer more than \$40,000.00 to be considered.⁴

6 Ms. Pan never made any representations to Mr. Qu regarding the true value of the Subject
7 Property. Ms. Pan is not an appraiser and did not represent herself to Mr. Qu that she is an
8 appraiser. The Subject Property was being sold as a short sale and based on the other listings that
9 were available to her at the time, Ms. Pan advised Mr. Qu that if this property were not being sold
10 through a short sale, that the selling price may be as high as \$60,000.00.⁵ Mr. Qu is a real estate
11 broker in Canada. He is a very knowledgeable real estate investor. At no point, did Ms. Pan
12 prevent Mr. Qu from hiring an appraiser to appraise the Subject Property. Furthermore, as a real
13 estate broker, Mr. Qu had access to the same MLS listings that Ms. Pan reviewed.

14 On June 25, 2013, Mr. Qu advised Ms. Pan to offer \$41,000.00 on the Subject Property.⁶
15 Subsequently, the seller rejected this offer and Mr. Qu and Mr. Lam agreed to raise their offer to
16 \$44,000.00, and the seller accepted this offer.⁷ After the seller accepted the offer, there was a
17 delay for several months because the lender sold the mortgage note to another lender.⁸

18 On or about December 18, 2013 the transaction closed and Mr. Qu and Mr. Lam purchased
19 the Subject Property.⁹ The \$850.00 that Mr. Qu attempts to claim was a commission to Ms. Pan

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25 3 E-mail from Peter Qu to Amy Pan, dated June 25, 2013, attached as Exhibit "3".
26 4 E-Mail from Amy Pan to Peter Qu, dated June 25, 2013, attached as Exhibit "4".
27 5 E-Mail from Amy Pan to Peter Qu, dated June 25, 2013, attached as Exhibit "5".
28 6 E-mail from Peter Qu to Amy Pan, dated June 25, 2016, attached as Exhibit "6".
7 E-Mail from Amy Pan to Peter Qu, dated June 25, 2013, attached as Exhibit "5".
8 E-Mail from Isaac Lam to Amy Pan, dated October 13, 2013 attached as Exhibit "7"
9 Grant, Bargain, Sale Deed, attached as Exhibit "8"

1 was a standard document fee that Encore Realty Group charges for drafting and recording the
2 property transfer documents. Ms. Pan did not receive the \$850.00

3 Prior to closing, Ms. Pan had a conversation with the seller's broker. The seller's broker
4 represented to Ms. Pan that there was a tenant living in the Subject Property. Ms. Pan advised Mr.
5 Qu of the contents of this conversation. Ms. Pan did not know that there were any problems
6 regarding the tenant. When Ms. Pan advised Mr. Qu that the tenant was an elderly lady who may
7 want to renew her lease agreement, Ms. Pan was merely passing on information that was provided
8 to her by the seller's agent.
9

10 Before the close of escrow Ms. Pan did a walkthrough of the Subject Property; however,
11 Ms. Pan is not a licensed inspector nor did she represent herself as an inspector. Ms. Pan's
12 walkthrough of the Subject Property was limited to a visual inspection of the Subject Property.
13 During the walkthrough, she observed that the Subject Property was a little dirty and advised Mr.
14 Qu and Mr. Lam accordingly. At no point, did Ms. Pan advise Mr. Qu that he should not get the
15 Subject Property inspected by a licensed inspector.
16

17 It was only after Mr. Qu and Mr. Lam purchased the Subject Property that all the parties
18 learned of the true condition of the Subject Property and that there were problems with the tenants.
19 Ms. Pan was as surprised about the condition of the Subject Property as Mr. Qu and Mr. Lam were.
20 However, Ms. Pan was not negligent in her duties as a real estate agent when she advised Mr. Qu
21 and Mr. Lam regarding purchasing the Subject Property. As a result of not hiring an inspector to
22 inspect the Subject Property, Mr. Qu and Mr. Lam only have themselves to blame.
23

24 Subsequently after Mr. Qu and Mr. Lam purchased the Subject Property, Ms. Pan agreed
25 to assist them with this property. The issue of whether Ms. Pan acted as a property manager for
26 Mr. Qu and Mr. Lam has been fully addressed in the September 29, 2015 settlement agreement.
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1 Ms. Pan has acknowledged that she did not have a property management license and has agreed to
2 pay a fine and take classes.¹⁰

3 In May 2014, a dispute arose between Mr. Qu and Mr. Lam regarding who was to receive
4 the rent proceeds.¹¹ Due to the dispute between the owners, Ms. Pan did not pay the rent to either
5 party. The tenants paid Ms. Pan April's rent and a portion of May's rent. Ms. Pan did not receive
6 the rent for June 2014.¹² Below is breakdown of the payments:

7 April: \$575.00
8 May: \$125.00
9 June: \$0.00

10 Ms. Pan has been waiting for clarification on who to pay. Ms. Pan is very concerned that
11 if she pays Mr. Qu the rent money, Mr. Lam may pursue civil litigation against her and vice versa
12 if she pays Mr. Lam.

13 In conclusion, Mr. Qu has a bad case of buyer's remorse. Mr. Qu cannot blame Ms. Pan
14 for paying too much for the Subject Property or the actions of the tenants once Mr. Qu purchased
15 the Subject Property. Mr. Qu is an experienced real estate broker in Canada who could have hired
16 an inspector to inspect the Subject Property or he could have reviewed other properties before
17 purchasing the Subject Property but chose not to. Ms. Pan respectfully requests that the Real
18 Estate Board dismisses this Complaint against her.
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26 ¹⁰ The issue of whether Ms. Pan did or did not act as a property manager for the Subject Property has been
addressed in RED Complaint Case No.: 15-07-75-075

27 ¹¹ Letter from Isaac Lam to Peter Qu, dated May 12, 2014, attached as Exhibit "9"; letter from Isaac Lam to
Amy Pan, dated May 14, 2014, attached as Exhibit "10".

28 ¹² Email from Peter Qu to Bill Wood, dated June 13, 2014, attached as Exhibit "11".

DOCUMENTS

Exhibit	Document	Bate Nos.
1	Settlement Agreement	PAN1-9
2	E-mail from Issac Lam to Amy Pan, dated June 3, 2013	PAN10-11
3	E-mail from Peter Qu to Amy Pan, dated June 25, 2013	PAN12-13
4	E-Mail from Amy Pan to Peter Qu, dated June 25, 2013	PAN14-16
5	E-Mail from Amy Pan to Peter Qu, dated June 25, 2013	PAN17-21
6	E-mail from Peter Qu to Amy Pan, dated June 25, 2016	PAN22-23
7	E-Mail from Isaac Lam to Amy Pan, dated October 13, 2013	PAN24-26
8	Grant, Bargain, Sale Deed	PAN27-32
9	Letter from Isaac Lam to Peter Qu, dated May 12, 2014	PAN33-34
10	letter from Isaac Lam to Amy Pan, dated May 14, 2014	PAN35-37
11	Email from Peter Qu to Bill Wood, dated June 13, 2014	PAN37-38
L	Residential Property Management Agreement	PAN38-39

Dated this 1st day of December, 2016.

Law Office of Andrew H. Pastwick L.L.C.

By: _____

Andrew H. Pastwick
 Andrew H. Pastwick, Esq.
 Nevada Bar No. 009146
 1810 E. Sahara Avenue, Suite 120
 Las Vegas, Nevada 89104
 Telephone: (702) 866-9978
 Facsimile: (702) 369-1290
 apastwick@pastwicklaw.com
 Attorneys for Respondent
 Yawen (Amy) Pan

Law Office of Andrew H. Pastwick L.L.C.
 1810 E. Sahara Avenue, Suite 120
 Las Vegas, Nevada 89104
 Phone (702) 866-9978 Fax (702) 369-1290

CERTIFICATE OF SERVICE

I hereby certify that on the 2nd day of December, 2016, I served a copy of the foregoing
RESPONDENT’S ANSWER in the following manner upon the parties so indicated therein as
having received service:

- NEFCR System upon the following Parties in accordance with NEFCR 9 and 13:**

- First-Class United States mail, postage fully prepaid upon the following Parties who are not registered users in accordance with NEFCR 9(d) a sealed envelope, postage prepaid to the following counsel and/or parties to this matter:**

- Personal Service upon the following users or their Counsel:**

Real Estate Division
State of Nevada
Attn: Legal Administrative Officer
2501 East Sahara Avenue
Las Vegas, Nevada 89104-4137

Keith E. Fizer
Deputy Attorney General
555 E. Washington Avenue, Suite 3900
Las Vegas, Nevada 89101



An Employee of Law Office of Andrew H. Pastwick L.L.C.

Law Office of Andrew H. Pastwick L.L.C.
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Exhibit

“1”

BRIAN SANDOVAL
Governor

STATE OF NEVADA



BRUCE H. BRESLOW
Director

JOSEPH (JD) DECKER
Administrator

DEPARTMENT OF BUSINESS AND INDUSTRY
REAL ESTATE DIVISION

www.red.state.nv.us

September 29, 2015

Yawen (Amy) Pan
3309 Barnstaple Court
Las Vegas, Nevada 89129

Certified Mail #: 7013 1090 0000 1903 2057

RE: NRED v YAWEN (AMY) PAN
Case No: RES 15-07-75-075

Dear Ms. Pan,

Enclosed herewith you will find the Stipulation for Settlement of Disciplinary Action entered by the Nevada Real Estate Commission at their meeting held September 15, 2015 in Las Vegas, Nevada. This is the fully executed copy for your records.

The Commission has ordered the following:

1. Respondent agrees to pay to the Division a total of \$3,250.00 in an administrative fine (\$2,500.00) and costs (\$750.00) within 90 days of the effective date of the Commission's Order Approving Stipulation. No grace period is permitted. If payment is not actually received by the Division on or before its due date, it shall be construed as an event of default by the Respondent.
2. In the event of default, Respondent agrees that her license shall be immediately suspended, and the unpaid balance, together with any attorney's fees and costs that may have been assessed, shall be due in full to the Division within ten calendar days of the date of default. Respondent agrees that the suspension of her license shall continue until the unpaid balance is paid in full. Further, debt collection actions for unpaid monetary assessments in this case may be instituted by the Division.
3. Respondent agrees to attend three hours of "What Every Licensee Should Know" continuing education and three hours of continuing education in the area of ethics, all of which must be completed within 90 days of the date of the Commission's Order Approving Stipulation. The hours must be live education and will not count towards Respondent's continuing education requirements. Respondent agrees that her license shall be immediately suspended if she fails to timely attend and complete the above continuing education. Respondent agrees that the suspension of her license shall continue until the continuing education is completed.
4. Respondent agrees that she will not apply for a permit to engage in property management in the State of Nevada for a period of five years from the effective date of the Order Approving Settlement Agreement. Moreover, any such application would need the approval of the Commission.
5. The Commission retains jurisdiction for correcting any errors that may have occurred in the drafting or issuance of this Decision.

EFFECTIVE DATE OF ORDER: October 29, 2015

FINE AND COSTS DUE DATE: January 27, 2016

EDUCATION DUE DATE: January 27, 2016

2501 E. Sahara Avenue, Suite 102, Las Vegas, Nevada 89104-4137 Telephone: (702) 486-4033 Fax: (702) 486-4275
1179 Fairview Drive, Suite E, Carson City, Nevada 89701-5453 Telephone: (775) 687-4280 Fax: (775) 687-4868

September 29, 2015

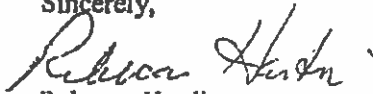
Pan

Page 2

Please note that the Division staff does not have the authority to extend the due date for your fine or education requirements that have been ordered by the Commission. If you find that you are unable to meet the required due date, you will need to request in writing that you be placed on the agenda for a Commission hearing in which Respondent will be allowed to request an extension from the Commission. This request should be made several months prior to the due date.

If you have any questions, please feel free to contact me at (702) 486-4074.

Sincerely,



Rebecca Hardin
Commission Coordinator

Enclosures as indicated

cc: Joseph (JD) Decker, Administrator
Keith Kizer, Deputy Attorney General
Compliance Section
Education Section
Fiscal Section
Licensing Section
Beverly Jean Schaeffer, Choice One Properties & Management LLC
Andrew H. Pastwick, Esq. Certified Mail # 7013 1090 0000 1903 2064

FILED

SEP 18 2015

BEFORE THE REAL ESTATE COMMISSION

STATE OF NEVADA

REAL ESTATE COMMISSION
BY *Joseph R. Decker*

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2
3 JOSEPH DECKER, Administrator,
4 REAL ESTATE DIVISION, DEPARTMENT
5 OF BUSINESS & INDUSTRY,
6 STATE OF NEVADA,

Case No. RES 15-07-75-075

Petitioner,

vs.

7 YAWEN (AMY) PAN,
8

**STIPULATION FOR SETTLEMENT
OF DISCIPLINARY ACTION**

9 Respondent.

10 This Stipulation for Settlement of Disciplinary Action ("Stipulation") is entered into
11 between the Petitioner, State of Nevada, Department of Business and Industry, Real Estate
12 Division ("Division"), through its Administrator, Joseph R. Decker, and Respondent, Yawen
13 (Amy) Pan ("Respondent").

14 **JURISDICTION**

15 Respondent stipulates and agrees that she was at all relevant times, licensed in
16 Nevada by the Division as alleged in the Complaint. Respondent agrees that she is subject to
17 Nevada Revised Statutes ("NRS") Chapter 645 and Nevada Administrative Code ("NAC")
18 Chapter 645 and to the jurisdiction of the Division and the Commission.

19 **SUMMARY OF FACTUAL ALLEGATIONS SET FORTH IN THE COMPLAINT**

- 20 1. Respondent has been licensed as a real estate salesperson, license number
21 S.0074999, since December 8, 2006, and is currently in active status.
- 22 2. Respondent has never obtained from the Division a permit to engage in property
23 management.
- 24 3. On or about January 1, 2014, Respondent entered into an Agreement to
25 Manage and Lease Real Estate for a rental unit at 2060 Rancho Lake, Las Vegas, Nevada
26 (the "Property").
- 27 4. Pursuant to the Agreement to Manage and Lease Real Estate, Respondent was
28 to receive \$100 when a tenant moved into the Property, and 6% of the monthly rent.

1 5. On or about January 5, 2014, Respondent executed a Residential Lease
2 Agreement with a tenant for the Property.

3 6. The Residential Lease Agreement required the tenant to make rental payments
4 to Santa Gold Realty.

5 7. Respondent is the sole member of Santa Gold Realty LLC.

6 8. Respondent received compensation pursuant to the Agreement to Manage and
7 Lease Real Estate.

8 9. The compensation Respondent received pursuant to the Agreement to Manage
9 and Lease Real Estate was not paid to her by her broker.

10 **SUMMARY OF VIOLATIONS OF LAW ALLEGED IN THE COMPLAINT**

11 10. Respondent violated NRS 645.230(1)(b) by engaging in property management
12 without a permit.

13 11. Respondent violated NRS 645.280(2) by accepting compensation from a person
14 other than the broker under whom she is licensed at the time of the real estate transaction.

15 **SETTLEMENT**

16 12. The Division was prepared to present its case based upon the Complaint filed
17 with the Commission and the Respondent was prepared to defend against the Complaint.

18 13. Respondent admits to the facts as alleged in the Complaint.

19 14. The Parties desire to compromise and settle the instant controversy upon the
20 following terms and conditions.

21 15. Respondent agrees to pay to the Division a total of \$3,250.00 in an
22 administrative fine (\$2,500.00) and costs (\$750.00) within 90 days of the date of the
23 Commission's Order Approving Stipulation. No grace period is permitted. If the payment is
24 not actually received by the Division on or before its due date, it shall be construed as an
25 event of default by the Respondent.

26 16. In the event of default, Respondent agrees that her license shall be immediately
27 suspended, and the unpaid balance, together with any attorney's fees and costs that may
28 have been assessed, shall be due in full to the Division within ten calendar days of the date of

1 default. Respondent agrees that the suspension of her license shall continue until the unpaid
2 balance is paid in full. Further, debt collection actions for unpaid monetary assessments in
3 this case may be instituted by the Division.

4 17. Respondent agrees to attend three hours of "What Every Licensee Should Know"
5 continuing education and three hours of continuing education in the area of ethics, all of which
6 must be completed within 90 days of the date of the Commission's Order Approving Stipulation.
7 The hours must be live education and will not count towards Respondent's continuing education
8 requirements. Respondent agrees that her license shall be immediately suspended if she fails to
9 timely attend and complete the above continuing education. Respondent agrees that the
10 suspension of her license shall continue until the continuing education is completed.

11 18. Respondent agrees that she will not apply for a permit to engage in property
12 management in the State of Nevada for a period of five years from the effective date of the
13 Order Approving Settlement Agreement. Moreover, any such application would need the
14 approval of the Commission.

15 19. The Division agrees not to pursue any other or greater remedies or fines in
16 connection with Respondent's alleged conduct referenced herein.

17 20. Respondent and the Division agree that by entering into this Stipulation, the
18 Division does not concede any defense or mitigation Respondent may assert and that once
19 this Stipulation is approved and fully performed, the Division will close its file in this matter.

20 21. Respondent agrees that if the administrative fine is not paid within the time
21 period set forth hereinabove, or the continuing education is not timely completed, the Division
22 may, at its option, rescind this Stipulation and proceed with prosecuting the Complaint before
23 the Commission.

24 22. Respondent agrees and understands that by entering into this Stipulation,
25 Respondent is waiving her right to a hearing at which Respondent may present evidence in
26 her defense, her right to a written decision on the merits of the complaint, her rights to
27 reconsideration and/or rehearing, appeal and/or judicial review, and all other rights which may
28 be accorded by the Nevada Administrative Procedure Act, the Nevada Real Estate Brokers

1 and Salespersons statutes and accompanying regulations, and the federal and state
2 constitutions. Respondent understands that this Agreement and other documentation may be
3 subject to public records laws. The Commission members who review this matter for approval
4 of this Stipulation may be the same members who ultimately hear, consider and decide the
5 Complaint if this Stipulation is either not approved by the Commission or is not timely
6 performed by Respondent. Respondent fully understands that she has the right to be
7 represented by legal counsel in this matter at her own expense.

8 23. Each party shall bear its or her own attorney's fees and costs.

9 24. Stipulation is Not Evidence. Neither this Stipulation nor any statements made
10 concerning this Stipulation may be discussed or introduced into evidence at any hearing on
11 the Complaint, if the Division must ultimately present its case based on the Complaint filed in
12 this matter.

13 25. Approval of Stipulation. Once executed, this Stipulation will be filed with the
14 Commission and will be placed on the agenda for approval at its September 2015 public
15 meeting. The Division will recommend to the Commission approval of the Stipulation.
16 Respondent agrees that the Commission may approve, reject, or suggest amendments to this
17 Stipulation that must be accepted or rejected by Respondent before any amendment is
18 effective.

19 26. Withdrawal of Stipulation. If the Commission rejects this Stipulation or suggests
20 amendments unacceptable to Respondent, Respondent may withdraw from this Stipulation
21 and the Division may pursue its Complaint before the Commission at the Commission's next
22 regular public meeting.

23 27. Release. In consideration of execution of this Stipulation, the Respondent for
24 herself, her heirs, executors, administrators, successors, and assigns, hereby release, remise,
25 and forever discharge the State of Nevada, the Department of Business and Industry and the
26 Division, and each of their respective members, agents, employees and counsel in their
27 individual and representative capacities, from any and all manner of actions, causes of action,
28 suits, debts, judgments, executions, claims, and demands whatsoever, known and unknown,

Attorney General's Office
555 E. Washington, Suite 3900
Las Vegas, NV 89101

1 in law or equity, that the Respondent ever had, now has, may have, or claim to have, against
2 any or all of the persons or entities named in this section, arising out of or by reason of the
3 Division's investigation, this disciplinary action, and all other matters relating thereto.

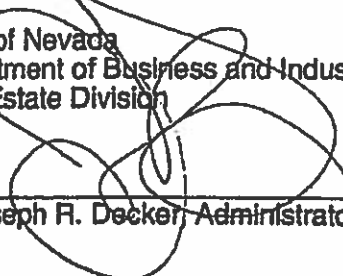
4 28. Indemnification. Respondent hereby indemnifies and holds harmless the State
5 of Nevada, the Department of Business and Industry, the Division, and each of their
6 respective members, agents, employees and counsel in their individual and representative
7 capacities against any and all claims, suits, and actions brought against said persons and/or
8 entities by reason of the Division's investigation, this disciplinary action and all other matters
9 relating thereto, and against any and all expenses, damages, and costs, including court costs
10 and attorney fees, which may be sustained by the persons and/or entities named in this
11 section as a result of said claims, suits, and actions.

12 29. Respondent has signed and dated this Stipulation only after reading and
13 understanding all terms herein.

14 Dated: 9/14/2015

By: 
Yawen (Amy) Pan, Respondent

16 Dated: 09/10/15

17 State of Nevada
18 Department of Business and Industry
19 Real Estate Division
By: 
Joseph R. Decker, Administrator

21 Approved as to form:


Approved as to form:

22 Dated: 9/15/15

Dated: 9/14/15

24 ADAM PAUL LAXALT
25 Attorney General

Law Office of Andrew H. Pastwick L.L.C.

26 By: 
27 Keith E. Kizer
28 Deputy Attorney General
Attorney for the Real Estate Division

By: 
Andrew H. Pastwick, Esq.
Attorney for Respondent

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ORDER APPROVING STIPULATION

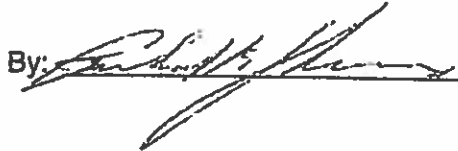
The Stipulation for Settlement of Disciplinary Action having come before the Real Estate Commission, Department of Business and Industry, State of Nevada, during its regular agenda on September 15, 2015, and the Commission being fully apprised in the premises, and good cause appearing,

IT IS ORDERED that the above Stipulation is approved in full.

This Order shall become effective on the 29th day of October, 2015.

Dated this 15th day of September, 2015.

NEVADA REAL ESTATE COMMISSION

By:  _____

Attorney General's Office
555 E. Washington, Suite 3900
Las Vegas, NV 89101

Exhibit

"2"

Andrew Pastwick

From: Amy pan <soybeanpan@hotmail.com>
Sent: Monday, April 4, 2016 11:25 AM
To: apastwick@pastwicklaw.com
Subject: FW: Property Matches for Issac Lam found on Friday, May 24, 2013 5:22 PM

Date: Mon, 3 Jun 2013 02:14:05 -0700
From: ezylam@yahoo.com
Subject: Re: Property Matches for Issac Lam found on Friday, May 24, 2013 5:22 PM
To: soybeanpan@hotmail.com

Hi Amy,

My friend would like to look at the 4 plexs , multi family, please send us .Peter Qu really like the idea to rent it out.

Thank you very much!

Regards,

Isaac.

From: Amy Pan <soybeanpan@hotmail.com>
To: ezylam@yahoo.com
Sent: Friday, May 24, 2013 8:43:59 PM
Subject: Property Matches for Issac Lam found on Friday, May 24, 2013 5:22 PM

Hello Issac, The following new or updated properties match your search criteria. Please contact me with any questions. I look forward to hearing from you.

[Big Map View](#)

[Mobile-Friendly View](#)

Status Change, Price Reduced! \$40,000 1332743
2 Bedrooms, Status: Active. Residential

If you wish to unsubscribe from this property update, [unsubscribe here](#).
Search Name: Issac.

Exhibit

"3"

Andrew Pastwick

From: Amy pan <soybeanpan@hotmail.com>
Sent: Monday, April 4, 2016 11:32 AM
To: apastwick@pastwicklaw.com
Subject: FW: low price condos , townhouse and single house
Attachments: 2060RanchoLakeDr-Unit103.pdf

Date: Tue, 25 Jun 2013 00:45:17 -0700
Subject: Re: low price condos , townhouse and single house
From: peterqu007@gmail.com
To: soybeanpan@hotmail.com
CC: ezylam@yahoo.com

Hey Amy,

Please send offer to Unit 103, 2060 Rancho Lake Drive with price \$33500.

We will provide \$500 cash as your bonus on this offer.

Thank you

Peter Qu & Isaac Lam

On Thu, Jun 20, 2013 at 8:49 AM, Amy Pan <soybeanpan@hotmail.com> wrote:

[Big Map View](#)

[Mobile-Friendly View](#)

Amy Pan
Encore Realty Group
7465 W Lake Mead Blvd Ste 100
Las Vegas, NV 89128-1033
Office: 702-562-1275
Fax: 702-586-3372
E-mail: soybeanpan@hotmail.com

Exhibit

“4”

Andrew Pastwick

From: Amy pan <soybeanpan@hotmail.com>
Sent: Monday, April 4, 2016 11:32 AM
To: apastwick@pastwicklaw.com
Subject: FW: 2060 ranch lake dr

Date: Tue, 25 Jun 2013 15:38:13 -0700
Subject: Fwd: 2060 ranch lake dr
From: soybeanpan@hotmail.com
To: peterqu007@gmail.com

Fyi you have to offer more than 40k in order to be considered

From my Android phone on T-Mobile. The first nationwide 4G network.

----- Original message -----

From: crssteven <crssteven@teamgoldman.info>
Date: 06/25/2013 3:26 PM (GMT-08:00)
To: 'Amy pan' <soybeanpan@hotmail.com>
Subject: RE: 2060 ranch lake dr

Good afternoon Amy,
Good questions.
We are in a multiple offer situation and at \$40K.
Offers are being considered by the Seller at this time.

Will you be sending one in?

Please contact me immediately if you know a person that cannot make their mortgage payments. I will work with them to avoid foreclosure or bankruptcy at no charge or fees to them.



The Brodtkin Group

Steven Goldman, CRS
Broker Salesman
Certified Distressed Property Expert (CDPE)
Certified Default Advocate (CDAT)
Certified Short Sale Professional (CSP)
Certified Probate Real Estate Specialist (CPRES)

REO-BPO Certified
GRI, ABR, SRES, CNHS, PM, CCI
Realty One Group
10750 W. Charleston #180
Las Vegas, NV 89135
Direct 702-242-1372
Fax: 866-286-2099
E-Mail: crssteven@teamgoldman.info
www.teamgoldman.info

From: Amy pan [mailto:soybeanpan@hotmail.com]
Sent: Tuesday, June 25, 2013 11:19 AM
To: crssteven@teamgoldman.info
Subject: 2060 ranch lake dr

Hi Steven,

Just wondering that if there are offers on 2060 ranch lake dr #103. My buyer wants to put in an offer for \$34k .
Let me know if its acceptable.

Thanks,

Amy Pan

Encore Realty Group
702-686-3372

Exhibit "5"

Andrew Pastwick

From: Amy pan <soybeanpan@hotmail.com>
Sent: Monday, April 4, 2016 11:36 AM
To: apastwick@pastwicklaw.com
Subject: FW: 2060 ranch lake dr

Date: Tue, 25 Jun 2013 23:32:27 -0700
Subject: Re: 2060 ranch lake dr
From: peterqu007@gmail.com
To: soybeanpan@hotmail.com; ezylam@yahoo.com

Hey Amy,

Unfortunately Isaac cannot sign the doc tonight, he is very tired today and has to go to sleep now.

We will finish the contract tomorrow and then email to you.

Thank you

Peter

On Tue, Jun 25, 2013 at 11:11 PM, soybeanpan <soybeanpan@hotmail.com> wrote:

You might want to go for higher like 45k which is still a good deal compare to the regular sale 60k also there is a renter in place so you won't have vacancy on the property but its up to you I think that 41k is not high enough to make seller to go with you
Just try to help
Thanks

From my Android phone on T-Mobile. The first nationwide 4G network.

----- Original message -----

From: crssteven <crssteven@teamgoldman.info>
Date: 06/25/2013 11:07 PM (GMT-08:00)
To: 'Amy pan' <soybeanpan@hotmail.com>
Subject: RE: 2060 ranch lake dr

Good evening Amy,
I am waiting for the other multiple offers to come in.

Ocwen is usually quick if there is a track record of the agent working with them.
Do you have the offer in place with Escrow open?
Are you on both sides?

Please contact me immediately if you know a person that cannot make their mortgage payments. I will work with them to avoid foreclosure or bankruptcy at no charge or fees to them.



The Brodtkin Group

Steven Goldman, CRS
Broker Salesman
Certified Distressed Property Expert (CDPE)
Certified Default Advocate (CDAT)
Certified Short Sale Professional (CSP)
Certified Probate Real Estate Specialist (CPRES)
REO-BPO Certified
GRI, ABR, SRES, CNHS, PM, CCI
Realty One Group
10750 W. Charleston #180
Las Vegas, NV 89135
Direct 702-242-1372
Fax: 866-286-2099
E-Mail: crssteven@teamgoldman.info
www.teamgoldman.info

From: Amy pan [<mailto:soybeanpan@hotmail.com>]
Sent: Tuesday, June 25, 2013 10:03 PM
To: crssteven@teamgoldman.info
Subject: RE: 2060 ranch lake dr

Thanks for the info, Steven. I am currently working with OCWEN and they are slow. So, how much percentage would you charge if you are helping me with the negotiation process. I already have a cash buyer on the house.

Also, my buyer is sending the agreement back tonight on the condo for \$41k. Please let me know if the seller will consider it.

Thanks,

~Amy Pan

Encore Realty Group
702-686-3372

From: crssteven@teamgoldman.info
To: soybeanpan@hotmail.com
Subject: RE: 2060 ranch lake dr
Date: Tue, 25 Jun 2013 21:08:13 -0700
Good evening Amy,

Hell No to attorneys. Every transaction with an attorney I have worked on has failed. I consider it a violation of the Duties Owed to send the Seller to an attorney to deal with the banks unless there is a violation of law. The logic is simple why this happens.
As any attorney his closing ratio. I have not met one that will tell me. They will not even lie to me about the topic.

Attorneys only help if there is a violation of law. Help me understand the violation of law where an attorney will help when the Seller decides not to pay on an agreed contract.
The truth is that the Attorney gets paid no matter what. Your Seller pays them. So what do you do for the Seller? I need a job like that.

Last year I closed 46 transactions. No attorney, no losses to the banks, no foreclosures. Just a lot of happy Sellers and Buyers.

If you are interested, I can show you how it is done.

Please contact me immediately if you know a person that cannot make their mortgage payments. I will work with them to avoid foreclosure or bankruptcy at no charge or fees to them.



The Brodtkin Group

Steven Goldman, CRS
Broker Salesman
Certified Distressed Property Expert (CDPE)
Certified Default Advocate (CDAT)
Certified Short Sale Professional (CSP)
Certified Probate Real Estate Specialist (CPRES)
REO-BPO Certified
GRI, ABR, SRES, CNHS, PM, CCI
Realty One Group
10750 W. Charleston #180
Las Vegas, NV 89135
Direct 702-242-1372
Fax: 866-286-2099
E-Mail: crssteven@teamgoldman.info
www.teamgoldman.info

From: Amy pan [<mailto:soybeanpan@hotmail.com>]
Sent: Tuesday, June 25, 2013 8:39 PM
To: crssteven@teamgoldman.info
Subject: RE: 2060 ranch lake dr

Hey Steven,

Thanks for the response. I have communicated with my buyer and they are interested in sending in a higher than \$40k offer tomorrow, however, the person i have talked with needs to update his partner on the price change later today since they are in Canada.

Also, i have a short sale listing right now and the bank is slow. Are you working with attorneys to expedite the process?

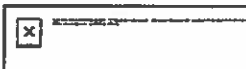
Thanks,

~Amy Pan
Encore Realty Group
702-686-3372

From: crssteven@teamgoldman.info
To: soybeanpan@hotmail.com
Subject: RE: 2060 ranch lake dr
Date: Tue, 25 Jun 2013 15:26:34 -0700
Good afternoon Amy,
Good questions.
We are in a multiple offer situation and at \$40K.
Offers are being considered by the Seller at this time.

Will you be sending one in?

Please contact me immediately if you know a person that cannot make their mortgage payments. I will work with them to avoid foreclosure or bankruptcy at no charge or fees to them.



The Brodtkin Group

Steven Goldman, CRS
Broker Salesman
Certified Distressed Property Expert (CDPE)
Certified Default Advocate (CDAT)
Certified Short Sale Professional (CSP)
Certified Probate Real Estate Specialist (CPRES)
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10750 W. Charleston #180
Las Vegas, NV 89135
Direct 702-242-1372
Fax: 866-286-2099
E-Mail: crssteven@teamgoldman.info
www.teamgoldman.info

Exhibit

“6”

Andrew Pastwick

From: Amy pan <soybeanpan@hotmail.com>
Sent: Monday, April 4, 2016 11:33 AM
To: apastwick@pastwicklaw.com
Subject: FW: same community

Date: Tue, 25 Jun 2013 20:54:58 -0700
Subject: Re: same community
From: peterqu007@gmail.com
To: soybeanpan@hotmail.com; ezylam@yahoo.com

Hey Amy,
I talked with Isaac and he agrees we can send offer by 41K. pls prepare and send the offer for us.
thank you
Peter Qu & Isaac Lam
On 2013-06-25 8:34 PM, "Amy Pan" <soybeanpan@hotmail.com> wrote:

[Big Map View](#)

[Mobile-Friendly View](#)

Amy Pan
Encore Realty Group
7465 W Lake Mead Blvd Ste 100
Las Vegas, NV 89128-1033
Office: 702-562-1275
Fax: 702-686-3372
E-mail: soybeanpan@hotmail.com

Exhibit

“7”

Andrew Pastwick

From: Amy pan <soybeanpan@hotmail.com>
Sent: Monday, April 4, 2016 11:28 AM
To: apastwick@pastwicklaw.com
Subject: FW: Offer

From: soybeanpan@hotmail.com
To: ezylam@yahoo.com
Subject: RE: Offer
Date: Sun, 13 Oct 2013 17:57:37 -0700

Sure, no problem, Issac.

Date: Sun, 13 Oct 2013 08:54:52 -0700
From: ezylam@yahoo.com
Subject: Re: Offer
To: soybeanpan@hotmail.com

Hi Amy,

Good morning, because Peter Qu want to wait until the property we did make offer have going through before we come to vegas, even I had apply for holiday for the whole November, Peter suggest to come to you later, may be another good property we can offer, then we can come down.

Please be sure not to destroy the next cheque we sent to you, but sent it back to us as for bank record, please. Or the bank will hold my fund for a long time. I am soory.

Plesase keep us update how`s the property we offer. As Mr.Qu want me to ask you.

Thank you very much & Regards,

Isaac Lam

From: Amy pan <soybeanpan@hotmail.com>
To: Charlie Chan <ezylam@yahoo.com>
Sent: Tuesday, October 1, 2013 10:22:32 AM
Subject: RE: Offer

i am doing good, Isaac. I will look for your check but not sure if i already shredded. Let me know when you are in town so we can meet.

Hope you and your family doing great in Canada.

Thanks,

~Amy Pan
Encore Realty Group
702-686-3372

Date: Mon, 30 Sep 2013 04:22:06 -0700
From: ezylam@yahoo.com
Subject: Re: Offer
To: soybeanpan@hotmail.com

Hi Amy,
How are you?

Do you mind send back my first cheque to you \$1500.00 for my record, please?

I am sorry the property we have to do all over again, and wait for another 2 months.

I have planned to come to Vegas for 3 wks in Nov. since the property is not ready.

I am going to cancel the trip and wait for next time.

I will come to see you next time see how's your business doing, amazing you can work
in 2 , 3 businesses at the same time.

You have to rest whenever you can.

Regards,

Isaac

From: Amy pan <soybeanpan@hotmail.com>
To: "peterqu007@gmail.com" <peterqu007@gmail.com>; Charlie Chan <ezylam@yahoo.com>
Sent: Sunday, September 29, 2013 7:56:23 AM
Subject: RE: Offer

Hcy Peter,

The seller agent had to start all over again with the new lender since the previous lender sold the loan to a different lender. In this case, we have to wait another 2 months at least.

I am going to mail you the card and few letters all together this week.

Regards,

~Amy Pan

702-686-3372

Exhibit

“8”

Inst #: 201312270001800

Fee: \$20.00 N/C Fee: \$0.00

RPTT: \$224.40 Ex: #

12/27/2013 11:31:49 AM

Receipt #: 1884510

Requestor:

LAWYERS TITLE OF NEVADA CHA

Recorded By: MSH Pgs: 5

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN:139-19-612-157

ESCROW NO: 03103841-310-MM6

WHEN RECORDED MAIL TO and
MAIL TAX STATEMENT TO:

SongHui Qu
Issac Lam
16185 109A Ave
Surrey BC Canada, V4N3L8

GRANT, BARGAIN, SALE DEED

R.P.T.T. \$ 224.40

THIS INDENTURE WITNESSETH: That

June Kern, a married woman as her sole and separate property

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby
acknowledged, do(es) hereby Grant, Bargain, Sell and Convey to
**SongHui Qu, a married man and Issac Lam, a married man,
as joint tenants**

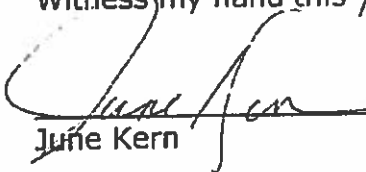
all that real property situated in the County of Clark, State of Nevada,
described as follows:

For legal description of the real property, see Exhibit A attached hereto
and made a part hereof.

SUBJECT TO: 1. Taxes for the fiscal year -
2. Rights of Way, reservations, restrictions, easements,
and conditions of record.

Together with all and singular the tenements, hereditaments and
appurtenances thereunto belonging or in anywise appertaining.

Witness my hand this 18 day of Dec 2013.



June Kern


STATE OF NEVADA }ss:
COUNTY OF Clark

On December 18, 2013, personally appeared before me, a Notary Public in and for said County and State, Jane Kern

who acknowledged to me that She executed the same.

WITNESS my hand and official seal.




NOTARY PUBLIC in and for said County and State.

Raul A. Ozuna
Notary Public State of Nevada
Appointment No. 09-10949-1
My appt. Expires Sep. 14, 2017

Exhibit "A"

PARCEL ONE (1):

ONE (1) ALLOCATED INTEREST (EXCEPT ASSOCIATION PROPERTY) AS TENANT-IN-COMMON IN THE COMMON ELEMENTS WITHIN PHASE 7 OF FINAL MAP FOR "RANCHO LAKE CONDOMINIUMS" AS SHOWN BY MAP THEREOF ON FILE IN BOOK 118 OF PLATS, PAGE 20 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA. AS PHASES ARE ANNEXED, THE ALLOCATED INTEREST FOR EACH UNIT WILL BE A FRACTION, THE NUMERATOR OF WHICH WILL BE ONE (1), AND THE DENOMINATOR, OF WHICH WILL BE THE TOTAL OF ALL UNITS IN ALL PHASES THAT BECOME SUBJECT TO THE DECLARATION.

EXCEPTING THEREFROM ALL LIVING UNITS AND ASSOCIATION PROPERTY IN PHASE 7 OF FINAL MAP FOR "RANCHO LAKE CONDOMINIUMS".

AND EXCEPTING THEREFROM THE RIGHT TO POSSESSION OF ALL THOSE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS AS SET FORTH IN THE DECLARATION.

AND FURTHER EXCEPTING THEREFROM FOR THE BENEFIT OF THE OWNERS OF CONDOMINIUMS IN SUBSEQUENT PHASES, NON-EXCLUSIVE EASEMENT ON, OVER AND ACROSS THE ASSOCIATION AREAS AS DEFINED AND SHOWN UPON THE PLAT REFERRED TO ABOVE FOR INGRESS, EGRESS AND RECREATIONAL USE, SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RANCHO LAKE CONDOMINIUMS RECORDED AUGUST 5, 2004 IN BOOK 20040805 AS DOCUMENT NO. 0003740, AS THE SAME MAY FROM TIME TO TIME BE AMENDED AND/OR SUPPLEMENTED, TO WHICH REFERENCE IS HEREAFTER MADE.

PARCEL TWO (2):

LIVING UNIT 103 IN BUILDING 12 OF FINAL MAP FOR "RANCHO LAKE CONDOMINIUMS" AS SHOWN BY MAP THEREOF ON FILE IN BOOK 118 OF PLATS, PAGE 20, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL THREE (3):

THE EXCLUSIVE RIGHT TO USE OF THOSE PORTIONS OF THE LIMITED COMMON ELEMENTS DESCRIBED IN ARTICLE V OF THE DECLARATION AS ASSIGNED LIMITED COMMON ELEMENTS AND SUBSEQUENTLY ALLOCATED LIMITED COMMON ELEMENTS WHICH ARE APPURTENANT TO AND FOR THE EXCLUSIVE USE OF PARCEL TWO (2).

PARCEL FOUR (4):

A NON-EXCLUSIVE EASEMENT ON AND OVER THE ASSOCIATION PROPERTY (AS DEFINED IN THE DECLARATION) FOR ACCESS, USE, OCCUPANCY, ENJOYMENT, INGRESS, EGRESS AND USE OF THE AMENITIES LOCATED THEREON, SUBJECT TO THE TERMS AND PROVISION OF THE DECLARATION. THIS EASEMENT IS APPURTENANT TO PARCEL ONE (1), TWO (2) AND THREE (3) ABOVE DESCRIBED. THE ASSOCIATION PROPERTY IS LIMITED TO USE BY OWNERS AND GUESTS OF THE UNITS AND IS SUBJECT TO THE DECLARATION, RULES AND REGULATIONS OF THE ASSOCIATION.

FOR OFFICIAL USE ONLY

**STATE OF NEVADA
DECLARATION OF VALUE FORM**

1. Assessor Parcel Number(s)

a. 139-19-612-157
 b. _____
 c. _____
 d. _____

2. Type of Property:

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

FOR RECORDER'S OPTIONAL USE ONLY	
Book: _____	Page: _____
Date of Recording: _____	
Notes: _____	

3. a. **Total Value/Sales Price of Property:** \$44,000.00
 b. Deed in Lieu of Foreclosure Only (value of property) (\$ _____)
 c. Transfer Tax Value: \$44,000.00
 d. Real Property Transfer Tax Due: \$ 224.40

4. If Exemption Claimed:

- a. Transfer Tax Exemption, per NRS 375.090, Section _____
 b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: 100 %

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

Signature [Signature] Capacity Grantor
 Signature _____ Capacity _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: June Kern
 Address: 4714 N. Greenway Rd
 City/State/Zip: Las Vegas, NV 89129

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: SongHui Qu
 Address: 16185 109A Ave
 City/State/Zip: Surrey, BC, Canada, V4N3L8

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

Lawyers Title of Nevada
 10801 W. Charleston Blvd
 Las Vegas, NV 89135

Escrow #: 3103841-310-MM6
 Escrow Officer: Maria Maneva

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

Exhibit "9"

May 12th, 2014

To: Song Hui Qu

Without Prejudice

Please be advised it is my intention to have the Las Vegas Apartment # 103 – 2060 Rancho Lake Drive, Las Vegas, Nevada, sold: **A. S. A. P.!!!**

Due to your recent intentions to take control of this property for your own benefit via your Private Company, I'm not interested in any further dealings with an individual as dishonest as yourself. Please understand me clearly about this!!!

As you are fully aware this property is jointly owned 50 / 50 by both yourself and myself. I have conducted 2 property searches recently to verify this.

I have instructed Amy Pan to prepare a listing agreement to sell this property:

A. S. A. P. And I fully expect you to co-operate and sign this listing agreement.

Failure to co-operate in the expedient Sale of this Property will result in grave consequences to your future Business practices both here in Canada and U.S.A. and could result in costly unwanted legal proceedings!!!

Yours Truly,

Isaac Lam

cc: Amy Pan

Exhibit "10"

Andrew Pastwick

From: Amy pan <soybeanpan@hotmail.com>
Sent: Monday, April 4, 2016 11:42 AM
To: apastwick@pastwicklaw.com
Subject: FW: who is Amy?

Date: Wed, 14 May 2014 02:56:04 -0700
From: ezyiam@yahoo.com
Subject: Fw: who is Amy?
To: soybeanpan@hotmail.com

On Wednesday, May 14, 2014 2:49:22 AM, Charlie Chan <ezyiam@yahoo.com> wrote:
Amy,

never mind what he said about you, just do your job, or as much as
you suppose to do for the property duty is good enough, everybody have
to start somewhere.

Amy, please send the next 4 months of rent to my Bank of America Account.

after that, spread evenly to both acct. if you can. It's a short time. After the
condo is sold. I will buy a TH or single home, then be much easily for you.

Bank of America : checking acct. # 1381 1451 2767

ACH Routing Number: # 125000024

Title on Account: Isaac Lam

Address: WA4-105-01-01, 277 G Street, Blaine, WA 98230

Telephone: 360-332-5711

Personal Banker: Lori Edmonds

If Peter qu still refuse to send the fine to HOA in a short time, I have
to send to them through the rent.

Regards,

Isaac Lam

On Tuesday, May 13, 2014 5:37:09 PM, Peter Qu <peterqu007@gmail.com> wrote:
Isaac,

Who is Amy? Who you brought to the business and act as the Realtor? And It is You who met her in
Las Vegas!!!

She is completely a liar!!!

She did not work in Encore Realty Group 1 and half months ago, and she has no license to do the
Property Management! That is why she just failed to carry out the basic duty as a property manager.

But you introduced such a liar from Las Vegas to me!!!

Check with HOA, check with Encore Realty Group, to see what a liar she is!!!

Terrible!!!

What do you want to do? Continue working with a liar? Let her to deal with the listing? Wake up!!!

Regards,

Peter Qu
REALTOR®
Magsen Realty Inc.
c: 778-833-1693

Exhibit

“11”

I will see what I do with the HOA...

Thank-you,
Bill

William M Wood
Broker-Owner/Realtor/Property Manager
Encore Realty Group
Office: 702-735-7799
Cell: 702-353-7551
Fax: 702-387-5577

-----Original Message-----

From: Peter Qu <[redacted]>
To: Bill & Tammie Wood <[redacted]>
Cc: takumbabritt <[redacted]>; Charlie Chan <[redacted]>
Sent: Fri, Jun 13, 2014 1:06 pm
Subject: Re: Amy Pan and Tenant

Thanks Bill.

If needed, we can provide Amy's email as kind of evidence.

Please let us know if HOA will waive the fine if the tenant moves out. We can let HOA know that we are doing our best to solve the tenant issues.

Also please inform the tenants, that Amy did not collect security deposit and they did not pay the last month rent. The lease is very clear on that.

I am not sure if the previous owner had ever asked the tenants to pay security deposit and the last month rent, however, the previous owner did not transfer any such funds to us. I guess it is the common practice that the previous owner should clear off her lease agreement with her tenants.

Please let us know your thoughts. Thanks.

Peter & Isaac

On Fri, Jun 13, 2014 at 10:34 AM, Bill & Tammie Wood <[redacted]> wrote:
Hi Peter,

I will work up a demand letter and suspense her for next Friday. If she fails to respond, I will take her to the Real Estate Division.

Thank-you,
Bill

William M Wood
Broker-Owner/Realtor/Property Manager
Encore Realty Group
Office: 702-735-7799
Cell: 702-353-7551
Fax: 702-387-5577

-----Original Message-----

From: Peter Qu <[redacted]>
To: Bill & Tammie Wood <[redacted]>

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