

IN THE SUPREME COURT OF THE STATE OF NEVADA

FIRST 100, LLC, a Nevada limited liability company; 1st ONE HUNDRED HOLDINGS, LLC, a Nevada limited liability company,

Appellants

vs.

TGC/FARKAS FUNDING, LLC,

Respondent.

Case No. 82794

Electronically Filed
Sep 15 2021 04:22 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

APPEAL

from a decision in favor of Respondent
entered by the Eighth Judicial District Court, Clark County, Nevada
The Honorable Mark R. Denton, District Court Judge
District Court Case No. A-20-822273-C

APPELLANTS' APPENDIX VOLUME II

DATE	DESCRIPTION	VOLUME	PAGES
01/26/2021	Appendix of Exhibits to Opposition to Defendants' Motion to Enforce Settlement and Vacate Post-Judgment Discovery Proceedings; and Countermotion 1) to Strike the Affidavit of Jason R. Maier and 2) For Sanctions	II/III	AA0352-0574
04/09/2021	Declaration of Erika Pike Turner, Esq. in Support of Award of Fees and Costs	VI	AA1342-1385
01/20/2021	Defendants and Non-Party Jay Bloom's Response to Order to Show Cause	I	AA0209-0214
10/15/2020	Defendants' Limited Opposition to Motion to Confirm Arbitration Award And Countermotion to Modify Award Per NRS 38.242	I	AA0041-0046

01/19/2021	Defendants' Motion to Enforce Settlement Agreement and Vacate Post-Judgment Discovery Proceedings on Ex Parte Order Shortening Time	I	AA0156-0208
11/24/2020	Defendants' Opposition to Motion for Attorneys' Fees and Costs	I	AA0111-0115
01/27/2021	Defendants' Reply in Support of Motion to Enforce Settlement Agreement and Vacate Post-Judgment Discovery Proceedings and Opposition to Countermotion to Strike the Affidavit of Jason Maier and Opposition to Countermotion for Sanctions	III	AA0585-0715
03/03/2021	Exhibit AA, FIRST0481-0484 for Evidentiary Hearing held on March 3, 2021 and March 10, 2021	V	AA0988-0991
03/03/2021	Exhibit B, FIRST0036-0107 for Evidentiary Hearing held on March 3, 2021 and March 10, 2021	V	AA0992-1063
03/03/2021	Exhibit E, FIRST0291-0292 for Evidentiary Hearing held on March 3, 2021 and March 10, 2021	V	AA1064-1065
03/03/2021	Exhibit F, FIRST0293-0294 for Evidentiary Hearing held on March 3, 2021 and March 10, 2021	V	AA1066-1067
03/03/2021	Exhibit HH, FIRST0514-0530 for Evidentiary Hearing held on March 3, 2021 and March 10, 2021	V	AA1068-1084
03/03/2021	Exhibit M, FIRST0407-0412 for Evidentiary Hearing held on March 3, 2021 and March 10, 2021	V	AA1085-1090
03/03/2021	Exhibit V, FIRST0447-0448 for Evidentiary Hearing held on March 3, 2021 and March 10, 2021	V	AA1092-1093
03/03/2021	Exhibit W, FIRST0449-0454 for Evidentiary Hearing held on March 3, 2021 and March 10, 2021	V	AA1094-1099

03/03/2021	Exhibit X, FIRST0455-0456 for Evidentiary Hearing held on March 3, 2021 and March 10, 2021	V	AA1100-1101
03/03/2021	Exhibit Y, FIRST0457-0458 for Evidentiary Hearing held on March 3, 2021 and March 10, 2021	V	AA1102-1103
03/03/2021	Exhibit Z, FIRST0459-0480 for Evidentiary Hearing held on March 3, 2021 and March 10, 2021	V	AA1104-1125
04/07/2021	Findings of Fact, Conclusions of Law, & Order Re Evidentiary Hearing	VI	AA1264-1301
11/17/2020	Motion for Attorneys' Fees and Costs	I	AA0069-0110
10/01/2020	Motion to Confirm Arbitration Award	I	AA0001-0040
04/15/2021	Notice of Appeal	VI	AA1386-1429
04/07/2021	Notice of Entry of Findings of Fact, Conclusions of Law, & Order Re Evidentiary Hearing	VI	AA1302-1341
02/09/2021	Notice of Entry of Order	III	AA0739-0743
12/21/2020	Notice of Entry of Order Granting Plaintiff's Ex Parte Application for Judgment Debtor Examination of First 100, LLC	I	AA0131-0140
12/21/2020	Notice of Entry of Order Granting Plaintiff's Ex Parte Application for Judgment Debtor Examination for First One Hundred Holdings, LLC AKA 1 st One Hundred Holdings LLC	I	AA0141-0150
12/21/2020	Notice of Entry of Order Granting Plaintiff's Ex Parte Application for Order to Show Cause Why Defendants and Jay Bloom Should Not Be Held in Contempt	I	AA0151-0155
01/27/2021	Notice of Entry of Order Granting Plaintiff's Motion for Attorneys' Fees and Costs	III	AA0579-0584
11/17/2020	Notice of Entry of Order Granting Plaintiff's Motion to Confirm	I	AA0060-0068

	Arbitration Award and Denying Defendants' Countermotion to Modify Award; and Judgment		
01/26/2021	Opposition to Defendants' Motion to Enforce Settlement and Vacate Post-Judgment Discovery Proceedings; and Countermotion 1) to Strike the Affidavit of Jason R. Maier and (2 For Sanctions	II	AA0330-0351
02/09/2021	Order	III	AA0736-0738
01/27/2021	Order Granting Plaintiff's Motion for Attorneys' Fees and Costs	III	AA0575-0578
11/17/2020	Order Granting Plaintiff's Motion to Confirm Arbitration Award and Denying Defendants' Countermotion to Modify Award; and Judgment	I	AA0053-0059
03/03/2021	Partial Exhibit C, FIRST0188 for Evidentiary Hearing held on March 3, 2021 and March 10, 2021	V	AA1091
12/18/2020	Plaintiff's Ex Parte Application for Order to Show Cause Why Defendants and Jay Bloom Should Not Be Held in Contempt of Court	I	AA0123-0130
10/26/2020	Plaintiffs' Reply to Defendants' Limited Opposition to Motion to Confirm Arbitration Award And Opposition to Defendants' Countermotion to Modify Award Per NRS 38.242	I	AA0047-0052
03/03/2021	Recorder's Transcript of Evidentiary Hearing	IV	AA0760-0987
03/10/2021	Recorder's Transcript of Evidentiary Hearing	V/VI	AA1126-1263
03/01/2021	Recorder's Transcript of Hearing Re: Motion to Compel and For Sanctions; Application for Ex-Parte Order Shortening Time	IV	AA0744-0759
01/21/2021	Recorder's Transcript of Hearing Re: Show Cause Hearing	II	AA0323-0329

12/14/2020	Reply in Support of Motion for Attorneys' Fees and Costs	I	AA0116-0122
01/20/2021	Supplement to Plaintiff's Ex Parte Application for Order to Show Cause Why Defendants and Jay Bloom Should Not Be Held in Contempt of Court	I/II	AA0215-0322
01/28/2021	Transcript of Proceedings Re: Show Cause Hearing/Defendant's Motion to Enforce Settlement Agreement and Vacate Post-Judgment Discovery Proceedings on Ex-Parte Order Shortening Time	III	AA0716-0735

CERTIFICATE OF SERVICE

I certify that on the 15th day of September, 2021, this document was electronically filed with the Nevada Supreme Court. Electronic service of the foregoing: **APPELLANTS' OPENING BRIEF** and **VOLUMES I-VI** of the **APPENDIX** shall be made in accordance with the Master Service List as follows:

Erika P. Turner, Esq.
Dylan T. Ciciliano, Esq.
GARMAN TURNER GORDON, LLP
7251 Amigo Street, Suite 210
Las Vegas, Nevada 89119
Attorneys for TGC Farkas Funding LLC

DATED this 15th day of September, 2021.

/s/ Natalie Vazquez

An Employee of MAIER GUTIERREZ & ASSOCITES

Exhibit 1-E

Dylan Ciciliano

From: Max Erwin
Sent: Friday, January 8, 2021 11:42 AM
To: Erika Turner; Dylan Ciciliano
Subject: FW: Subpoena conflict

I received the email below from Jay Bloom regarding his Subpoena.

Thank you.

From: Jay Bloom <jbloom@lvem.com>
Sent: Friday, January 8, 2021 11:40 AM
To: Max Erwin <MErwin@Gtg.legal>
Cc: Joseph Gutierrez <jag@mgalaw.com>; Danielle Barraza <DJB@mgalaw.com>
Subject: Subpoena conflict

Good morning.

Please be advised that I am in receipt of your subpoena for case number A - 20 - 822273- C unilaterally setting an appearance date for January 11, 2021.

This email is to provide notice that I am out of state at the moment and unavailable on that date.

Please contact my attorney, as copied herein, to discuss the appropriateness of your notice as I am not a party to any action you may have pending, and further, if deemed appropriate, to set a mutually acceptable new date.

Thank you,

Jay Bloom
Leading Ventures and Enterprise Matching
m [702.423.0500](tel:702.423.0500) | f [702.974.0284](tel:702.974.0284)
Jbloom@lvem.com | www.LVEM.com

Please consider the environment

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Sent from my iPhone

Exhibit 1-F

Dylan Ciciliano

From: Dylan Ciciliano
Sent: Thursday, January 7, 2021 5:18 PM
To: Danielle Barraza; Erika Turner
Cc: Jason Maier; Joseph Gutierrez
Subject: RE: Notification of Service for Case: A-20-822273-C, TGC/Farkas Funding, LLC, Plaintiff(s) vs. First 100, LLC, Defendant(s) for filing Service Only, Envelope Number: 7193366

Danielle,

I'll be traveling tomorrow, but can do this weekend or Monday. The morning on Monday works best but have some time later in the afternoon if that works better. I can work around most times this weekend.

Dylan T. Ciciliano, Esq.

Attorney

Phone: [725 777 3000](tel:725.777.3000) | Fax: [725 777 3112](tel:725.777.3112)

GARMAN | TURNER | GORDON
725 L AMIGO STREET, SUITE 210
LAS VEGAS, NV 89119

Visit us online at www.gtg.legal

From: Danielle Barraza <djb@mgalaw.com>
Sent: Thursday, January 7, 2021 1:45 PM
To: Dylan Ciciliano <dciciliano@Gtg.legal>; Erika Turner <eturner@Gtg.legal>
Cc: Jason Maier <jrm@mgalaw.com>; Joseph Gutierrez <jag@mgalaw.com>
Subject: FW: Notification of Service for Case: A-20-822273-C, TGC/Farkas Funding, LLC, Plaintiff(s) vs. First 100, LLC, Defendant(s) for filing Service Only, Envelope Number: 7193366

Counsel, we have been retained by non-party Jay Bloom with respect to the subpoena served upon him in the above-referenced matter. Please advise your availability for a meet and confer on Mr. Bloom's objections to the subpoena, my schedule is fairly open tomorrow if we can get something set.

Thanks,

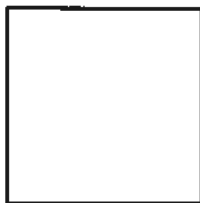
Danielle J. Barraza | Associate
MAIER GUTIERREZ & ASSOCIATES
8816 Spanish Ridge Avenue
Las Vegas, Nevada 89148
Tel: 702.629.7900 | Fax: 702.629.7925
djb@mgalaw.com | www.mgalaw.com

From: efilingmail@tylerhost.net <efilingmail@tylerhost.net>

Sent: Thursday, January 07, 2021 12:16 PM

To: docket <docket@mgalaw.com>

Subject: Notification of Service for Case: A-20-822273-C, TGC/Farkas Funding, LLC, Plaintiff(s)vs. First 100, LLC, Defendant(s) for filing Service Only, Envelope Number: 7193366



Notification of Service

Case Number: A-20-822273-C

Case Style: TGC/Farkas Funding, LLC, Plaintiff(s)vs. First 100, LLC, Defendant(s)

Envelope Number: 7193366

This is a notification of service for the filing listed. Please click the link below to retrieve the submitted document.

Filing Details	
Case Number	A-20-822273-C
Case Style	TGC/Farkas Funding, LLC, Plaintiff(s)vs. First 100, LLC, Defendant(s)
Date/Time Submitted	1/7/2021 12:15 PM PST
Filing Type	Service Only
Filing Description	Non-party Jay Bloom's Objection to Subpoena - Civil
Filed By	Charity Johnson
Service Contacts	TGC/Farkas Funding, LLC:
	Dylan Ciciliano (dciciliano@gtq.legal)
	Erika Turner (eturner@gtq.legal)
	Tonya Binns (tbinns@gtq.legal)
	Max Erwin (merwin@gtq.legal)
	First 100, LLC:
	MGA Docketing (docket@mgalaw.com)

Document Details	
Served Document	Download Document
This link is active for 30 days.	

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Exhibit 1-G

Dylan Ciciliano

From: Matthew Farkas <matthewfarkas70@gmail.com>
Sent: Tuesday, January 19, 2021 9:14 PM
To: Dylan Ciciliano
Subject: Re: CamScanner 01-19-2021 16.35

Again- I signed that letter that I didn't write under duress. Happy to speak tomorrow. Good night.

On Jan 19, 2021, at 7:19 PM, Dylan Ciciliano <dciciliano@gtg.legal> wrote:

Thank you! Sorry for the delay, I was feeding my children. As I stated on the phone, I represent TGC/Farkas and in that capacity I'm representing it's interest.

Also, First 100 and Raffi are claiming that you hired Raffi to represent TGC/Farkas and not that Raffi was representing you personally.

Get [Outlook for iOS](#)

From: Matthew Farkas <matthewfarkas70@gmail.com>
Sent: Tuesday, January 19, 2021 7:12:09 PM
To: Dylan Ciciliano <dciciliano@Gtg.legal>
Subject: Re: CamScanner 01-19-2021 16.35

Just wanted to add that I had never spoken to Rafi until after I signed the retainer and that he agreed to represent me because Jay told him I was his brother-in-law and needed a lawyer.

> On Jan 19, 2021, at 6:46 PM, Matthew Farkas <matthewfarkas70@gmail.com> wrote:

>

> I have spoken on the phone with Rafi a couple of times, but we have never met. The only emails we have are documents I have sent him which I am happy to forward. I didn't in fact write the email below. That email was written by Jay or his counsel which I signed under duress, because he said that he was going to sue me for breach of fiduciary responsibility to 1st One Hundred which I didn't understand, but did not have the money to pay for legal representation to explain it to me.

> In addition, Jay misled Rafi by telling him that I was looking for a counsel other than your firm (which I was not). None of what has happened here is either Rafi's fault or mine.

> I have no idea what to do going forward and do not have the means to hire counsel.

>

>

> Best Regards,

> Matthew

>

>> On Jan 19, 2021, at 5:40 PM, Dylan Ciciliano <dciciliano@gtg.legal> wrote:

>>

>> Thank You Matthew,

>>

>> Did you ever speak with Raffi A Nahabedian in person, on the phone, or through email? If so, can you provide the emails?

>>

>> Also, Raffi A Nahabedian provided the attached letter (purporting to be from you) to Garman Turner Gordon. What are the circumstances surrounding the letter?

>>

>> Dylan T. Ciciliano, Esq.

>> Attorney

>>

>> Phone: 725 777 3000 | Fax: 725 777 3112

>> GARMAN | TURNER | GORDON

>> 7251 AMIGO STREET, SUITE 210

>> LAS VEGAS, NV 89119

>> Visit us online at www.gtg.legal

>>

>> -----Original Message-----

>> From: Matthew Farkas <matthewfarkas70@gmail.com>

>> Sent: Tuesday, January 19, 2021 4:36 PM

>> To: Dylan Ciciliano <dciciliano@Gtg.legal>

>> Subject: CamScanner 01-19-2021 16.35

>>

>> A friend shared an encrypted document to you through the scanning app CamScanner:

>> Link:

https://www.camscanner.com/share/show?encrypt_id=MHg2NTU1MWQxNQ%3D%3D&sid=B99C8865C3B34AC20D8YY9V6&pid=dsi

>> Access Code:4EDA

>> Link expires on: 01-26-2021

>>

>> Try to use an efficient learning office scanning app that is used by 400 million people:

https://cc.co/16YRxd?c=sl&pid=dsi&af_sub1=IP_a9ed24047b1e04b3ac6587ad77990df4_lite&af_sub2=1700076821

>> <January 6 2021.pdf>

Exhibit 1-H

Erika Pike Turner, Esq.
Email: eturner@gtg.legal

January 15, 2021

VIA EMAIL AND U.S. MAIL:

Raffi A. Nahabedian, Esq.
748 Doe Avenue
Las Vegas, NV 89117
raffi@nahabedianlaw.com

Re: TGC/Farkas Funding, LLC (the "Client")
Case No. A-20-822273-C (the "Case") and the Case Judgment

Mr. Nahabedian,

Garman Turner Gordon ("GTG") is in receipt of your January 14, 2021 letter and attachments.

As you are aware, or should be aware, on September 17, 2020, Mr. Farkas executed the Amendment to Limited Liability Company Agreement of TGC/Farkas Funding LLC (the "Amended Operating Agreement").¹ In relevant portion, I direct your attention to amended Section 3.4(a), which provides:

- (a) Except as otherwise expressly provided for herein, the Members, unless they are the Administrative Member, shall not have any right or power to take part in the management or control of the Company or to act for or to bind the Company in any way

Moreover, TGC Investor was appointed the Administrative Member of the Company pursuant to Amended Section 4.1(a) of the Operating Agreement. Section 4.1(c) of the Amended Operating Agreement, provides that TGC Investor has "full, exclusive, and complete discretion, power and authority" . . . "to manage, control, administer and operate the business and affairs of the Company." *Id.* This power expressly extended to retaining counsel.

Mr. Farkas therefore does not have the ability to terminate counsel for the Client, retain new counsel for the Client, or execute any "settlement agreement" to resolve the Client's Case Judgment against First 100, LLC and First One Hundred Holdings, LLC.

¹ Moreover, even prior to the Amended Operating Agreement, Mr. Farkas consented to the litigation, both expressly and implicitly through his participation.

Beyond that, the facts appear much more torrid. First 100, LLC, First One Hundred Holdings, LLC, and Mr. Bloom are parties to post-judgment discovery and contempt proceedings in the Case for failure to abide by the Judgment. At this point, Mr. Bloom has failed to respond to a lawful subpoena in favor of jetting to California, nor has he provided any documents relating to the Case Judgment debtors he manages. It is extraordinary then that you also currently represent Mr. Bloom (before Department 13 in Case No. A-20-809882-B and have served as co-plaintiffs' counsel with Maier Guitterez & Associates ("MGA") on a variety of matters in which the Case Judgment debtors First 100, LLC or First One Hundred Holdings, LLC were plaintiffs along with an affiliate. The Client is clearly adverse to First 100, LLC, First One Hundred Holdings, LLC, as well as Mr. Bloom in the Judgment case.

I direct you to Nevada Rule of Professional Conduct 1.7(a), which prohibits your concurrent representation of Client and Mr. Bloom:

Rule 1.7. Conflict of Interest: Current Clients.

(a) Except as provided in paragraph (b), a lawyer shall not represent a client if the representation involves a concurrent conflict of interest. A concurrent conflict of interest exists if:

- (1) The representation of one client will be directly adverse to another client; or
- (2) There is a significant risk that the representation of one or more clients will be materially limited by the lawyer's responsibilities to another client, a former client or a third person or by a personal interest of the lawyer.

(b) Notwithstanding the existence of a concurrent conflict of interest under paragraph (a), a lawyer may represent a client if:

- (1) The lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client;
- (2) The representation is not prohibited by law;
- (3) The representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal; and
- (4) Each affected client gives informed consent, confirmed in writing.

Undeniably, there is a concurrent representation and corresponding conflict of interest. Further, as a result of your prior representation of the affiliate of First 100, LLC and/or First One Hundred Holdings, LLC in conjunction with them, there appears to be a further conflict of interest subject of Rule 1.6. Your representation of the Client would be materially limited by your relationship with Mr. Bloom at the very least. As set forth in Rule 1.7(b)(3), that conflict is unwaivable. Thus, even if Mr. Farkas could retain you on behalf of the Client (he cannot), you are ethically prohibited from accepting the representation.

Of additional concern is the fact that you have spoken with Mr. Farkas. Mr. Farkas has in his possession attorney-client privileged information of the Client. The privilege belongs to the Client, not Mr. Farkas. Despite a clear conflict, you willfully obtained attorney-client information, which is a breach of your professional duties. As you represent Mr. Bloom, there is significant concern that you have shared the information with Mr. Bloom. *Brown v. Eighth Judicial Dist.*

Court ex rel. County of Clark, 116 Nev. 1200, 1205, 14 P.3d 1266, 1270 (2000). More problematic, as Mr. Bloom is represented by both you and MGA, the presumption is that the conflict is imputed to MGA. Even worse, since you purported to communicate with MGA regarding this case, there is a reasonable probability that there was the sharing of confidential information, and that the suspicion warrants both your and MGA's disqualification. *Brown*, 116 Nev. at 1204, 14 P.3d at 1269.²

In addition, the Client hereby demands that you produce:

- 1) Any files belonging to the Client or in any way related to the dispute with First 100, LLC and First One Hundred Holdings, LLC subject of the Case;
- 2) Any purported communications, including engagement letters and conflict letters resulting in you being purportedly retained by the Client;
- 3) Any and all communications you have had with First 100, LLC, First One Hundred Holdings, LLC, Jay Bloom or its counsel while also purporting to be counsel for the Client;
- 4) Any and all communications you have had with Client member Matthew Farkas;
- 5) Any and all communications and documents referencing any compensation you have received and the source of such compensation; and
- 6) Any and all communications and documents related to the purported settlement that was agreed to or executed with First 100, LLC and First One Hundred Holdings, LLC that you reference in your letter.

Please confirm by the end of business today whether you will produce those records by Monday, January 18, 2021.

Finally, I would strongly encourage that going forward you govern yourself in accordance with the Rules of Professional Conduct. All rights and remedies are expressly reserved.

Sincerely,

GARMAN TURNER GORDON LLP

/s/ Erika Pike Turner

ERIKA PIKE TURNER, ESQ.

cc: Client and Matthew Farkas

² A reasonable probability is further established by the fact that Mr. Farkas previously provided MGA with privileged information and Mr. Brown (through MGA) introduced the information into arbitration.

Exhibit 1-I

Dylan Ciciliano

From: Jason Maier <jrm@mgalaw.com>
Sent: Friday, January 15, 2021 1:03 PM
To: Raffi A Nahabedian; Dylan Ciciliano; Erika Turner; Max Erwin
Cc: Danielle Barraza; Joseph Gutierrez
Subject: RE: Order Granting Plaintiff's Motion for Attorneys' Fees and Costs 4832-8615-5989 v.1.docx

I might as well chime in here too for the sake of clarification – my firm also was not involved in any settlement negotiations among the parties or preparation of any settlement agreement. Let us know when a resolution is reached regarding which firm represents whom so we know how to proceed. Thanks.

Jason R. Maier

MAIER GUTIERREZ & ASSOCIATES
8816 Spanish Ridge Avenue
Las Vegas, Nevada 89148
Tel: 702.629.7900 | Fax: 702.629.7925
jrm@mgalaw.com | www.mgalaw.com

From: Raffi A Nahabedian <raffi@nahabedianlaw.com>
Sent: Friday, January 15, 2021 12:44 PM
To: 'Dylan Ciciliano' <dciciliano@Gtg.legal>; Jason Maier <jrm@mgalaw.com>; 'Erika Turner' <eturner@Gtg.legal>; 'Max Erwin' <MErwin@Gtg.legal>
Cc: Danielle Barraza <djb@mgalaw.com>; Joseph Gutierrez <jag@mgalaw.com>; 'Raffi A Nahabedian' <raffi@nahabedianlaw.com>
Subject: RE: Order Granting Plaintiff's Motion for Attorneys' Fees and Costs 4832-8615-5989 v.1.docx

Good afternoon.

Given that there is an apparent issue re representation, I will delay further communication until I speak with Mr. Farkas. Moreover, for clarification and for the avoidance of doubt, I was not involved in and did not participate in any settlement negotiations and/or the preparation of documents relating thereto.

Respectfully,
Raffi A Nahabedian

From: Dylan Ciciliano [<mailto:dciciliano@Gtg.legal>]
Sent: Friday, January 15, 2021 12:37 PM
To: Jason Maier; Erika Turner; Max Erwin; R. A. Nahabedian, Esq.
Cc: Danielle Barraza; Joseph Gutierrez
Subject: RE: Order Granting Plaintiff's Motion for Attorneys' Fees and Costs 4832-8615-5989 v.1.docx

For the avoidance of doubt, there has been no substitution of counsel and there has been no settlement.

Dylan T. Ciciliano, Esq.

Attorney

Phone: [725.777.3000](tel:725.777.3000) | Fax: [725.777.3112](tel:725.777.3112)

GARMAN | TURNER | GORDON
7251 AMIGO STREET, SUITE 210
LAS VEGAS, NV 89119

Visit us online at www.gtg.legal

From: Jason Maier <jrm@mgalaw.com>

Sent: Friday, January 15, 2021 11:20 AM

To: Dylan Ciciliano <dciciliano@Gtg.legal>; Erika Turner <eturner@Gtg.legal>; Max Erwin <MErwin@Gtg.legal>; R. A. Nahabedian, Esq. <raffi@nahabedianlaw.com>

Cc: Danielle Barraza <djb@mgalaw.com>; Joseph Gutierrez <jag@mgalaw.com>

Subject: RE: Order Granting Plaintiff's Motion for Attorneys' Fees and Costs 4832-8615-5989 v.1.docx

Dylan: I am adding Raffi Nahabedian to this email thread given what appears to be competing claims of representation. We await your further communication mentioned below. Thanks.

Jason R. Maier

MAIER GUTIERREZ & ASSOCIATES

8816 Spanish Ridge Avenue

Las Vegas, Nevada 89148

Tel: 702.629.7900 | Fax: 702.629.7925

jrm@mgalaw.com | www.mgalaw.com

From: Dylan Ciciliano <dciciliano@Gtg.legal>

Sent: Friday, January 15, 2021 10:02 AM

To: Danielle Barraza <djb@mgalaw.com>

Cc: Max Erwin <MErwin@Gtg.legal>; Jason Maier <jrm@mgalaw.com>; Joseph Gutierrez <jag@mgalaw.com>; Erika Turner <eturner@Gtg.legal>

Subject: RE: Order Granting Plaintiff's Motion for Attorneys' Fees and Costs 4832-8615-5989 v.1.docx

Good morning,

I will submit the order. Thank you.

No, re: substitution/communicating with his office going forward. Further communications/information will follow. Please preserve all communications, including text messages and emails you or your office have had with Mr. Nahabedian, Mr. Farkas, TGC/Farkas Funding, LLC or anyone purporting to act on their behalf, and direct your clients (including Mr. Bloom) to do the same.

Finally, Mr. Nahabedian claims that your office and he negotiated a settlement, please provide that immediately.

Dylan T. Ciciliano, Esq.

Attorney

Phone: [725 777 3000](tel:725.777.3000) | Fax: [725 777 3112](tel:725.777.3112)

GARMAN | TURNER | GORDON
7251 AMIGO STREET, SUITE 210
LAS VEGAS, NV 89119

Visit us online at www.gtg.legal

From: Danielle Barraza <djb@mgalaw.com>

Sent: Friday, January 15, 2021 9:41 AM

To: Dylan Ciciliano <dciciliano@Gtg.legal>

Cc: Max Erwin <MErwin@Gtg.legal>; Jason Maier <jrm@mgalaw.com>; Joseph Gutierrez <jag@mgalaw.com>

Subject: RE: Order Granting Plaintiff's Motion for Attorneys' Fees and Costs 4832-8615-5989 v.1.docx

I don't see any substantive issues with the proposed order, however our firm was copied on communications from Nahabedian Law indicating that he is substituting into the case, so I wanted to confirm that we should contact his office going forward regarding this order.

Danielle J. Barraza | Associate
MAIER GUTIERREZ & ASSOCIATES
8816 Spanish Ridge Avenue
Las Vegas, Nevada 89148
Tel: 702.629.7900 | Fax: 702.629.7925
djb@mgalaw.com | www.mgalaw.com

From: Dylan Ciciliano <dciciliano@Gtg.legal>

Sent: Thursday, January 14, 2021 3:56 PM

To: Danielle Barraza <djb@mgalaw.com>

Cc: Max Erwin <MErwin@Gtg.legal>

Subject: RE: Order Granting Plaintiff's Motion for Attorneys' Fees and Costs 4832-8615-5989 v.1.docx

Following up on the below.

Dylan T. Ciciliano, Esq.

Attorney

Phone: [725 777 3000](tel:725.777.3000) | Fax: [725 777 3112](tel:725.777.3112)

GARMAN | TURNER | GORDON
7251 AMIGO STREET, SUITE 210
LAS VEGAS, NV 89119

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From: Dylan Ciciliano
Sent: Monday, January 11, 2021 5:31 PM
To: Danielle Barraza <djb@mgalaw.com>
Cc: Max Erwin <MErwin@Gtg.legal>
Subject: Order Granting Plaintiff's Motion for Attorneys' Fees and Costs 4832-8615-5989 v.1.docx

Attached is the proposed order granting Plaintiff's motion for attorneys' fees and costs. Please let me know if I can affix your e-signature.

Dylan

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Exhibit 1-J

Dylan Ciciliano

From: Dylan Ciciliano
Sent: Tuesday, January 19, 2021 5:37 PM
To: Raffi A Nahabedian; Erika Turner
Cc: Max Erwin
Subject: RE: Order Granting Plaintiff's Motion for Attorneys' Fees and Costs 4832-8615-5989 v.1.docx

Raffi,

From our letter, please see that you were to produce the following:

- 1) Any files belonging to the Client or in any way related to the dispute with First 100, LLC and First One Hundred Holdings, LLC subject of the Case;
- 2) Any purported communications, including engagement letters and conflict letters resulting in you being purportedly retained by the Client;
- 3) Any and all communications you have had with First 100, LLC, First One Hundred Holdings, LLC, Jay Bloom or its counsel while also purporting to be counsel for the Client;
- 4) Any and all communications you have had with Client member Matthew Farkas;
- 5) Any and all communications and documents referencing any compensation you have received and the source of such compensation; and
- 6) Any and all communications and documents related to the purported settlement that was agreed to or executed with First 100, LLC and First One Hundred Holdings, LLC that you reference in your letter

If you have any dispute that the client owns client files, please let me know.

Dylan T. Ciciliano, Esq.

Attorney

Phone: [725.777.3000](tel:725.777.3000) | Fax: [725.777.3112](tel:725.777.3112)

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7251 AMIGO STREET, SUITE 210
LAS VEGAS, NV 89119

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From: Raffi A Nahabedian <raffi@nahabedianlaw.com>
Sent: Tuesday, January 19, 2021 5:04 PM
To: Dylan Ciciliano <dciciliano@Gtg.legal>; Erika Turner <eturner@Gtg.legal>
Cc: Max Erwin <MErwin@Gtg.legal>; 'Raffi A Nahabedian' <raffi@nahabedianlaw.com>
Subject: RE: Order Granting Plaintiff's Motion for Attorneys' Fees and Costs 4832-8615-5989 v.1.docx

Good evening.

My apologies for the delayed response, but I have been dealing with a severe back/sciatic nerve issue that has caused much of my work to be delayed and stopped due to the debilitating pain.

In terms of the Settlement Agreement that you requested, it appears that Mr. Maier provided it to the Court in his filing (that we all received this afternoon via email). My apologies that my letter indicated it would be included, but was inadvertently left out. As I previously stated, I was not involved in any negotiations, the preparation of the document or the exchange of the executed documents – it was received after the fact.

Respectfully,
Raffi A Nahabedian

From: Dylan Ciciliano [<mailto:dciciliano@Gtg.legal>]
Sent: Tuesday, January 19, 2021 10:24 AM
To: Erika Turner; Raffi A Nahabedian
Cc: Max Erwin
Subject: RE: Order Granting Plaintiff's Motion for Attorneys' Fees and Costs 4832-8615-5989 v.1.docx

Mr. Nahabedian,

I wanted to follow up on our demand for documents. Please provide them immediately. Our next step will be to use legal process.

Thank you,

Dylan T. Ciciliano, Esq.

Attorney

Phone: [725 777 3000](tel:725.777.3000) | Fax: [725 777 3112](tel:725.777.3112)

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7251 AMIGO STREET, SUITE 210
LAS VEGAS, NV 89119

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From: Erika Turner <eturner@Gtg.legal>
Sent: Friday, January 15, 2021 12:50 PM
To: Raffi A Nahabedian <raffi@nahabedianlaw.com>; Dylan Ciciliano <dciciliano@Gtg.legal>
Cc: Max Erwin <MErwin@Gtg.legal>
Subject: RE: Order Granting Plaintiff's Motion for Attorneys' Fees and Costs 4832-8615-5989 v.1.docx

Mr. Nahabedian,

You said that you had an executed settlement agreement in your possession. That needs to be provided ASAP along with an explanation of how and when it came into your possession.

Erika

Erika Pike Turner

Partner

GARMAN | TURNER | GORDON

P 725 777 3000 | D 725 244 4573
E eturner@gtg.legal

From: Raffi A Nahabedian <raffi@nahabedianlaw.com>

Sent: Friday, January 15, 2021 12:44 PM

To: Dylan Ciciliano <dciciliano@Gtg.legal>; 'Jason Maier' <jrm@mgalaw.com>; Erika Turner <eturner@Gtg.legal>; Max Erwin <MErwin@Gtg.legal>

Cc: 'Danielle Barraza' <djb@mgalaw.com>; 'Joseph Gutierrez' <jag@mgalaw.com>; 'Raffi A Nahabedian' <raffi@nahabedianlaw.com>

Subject: RE: Order Granting Plaintiff's Motion for Attorneys' Fees and Costs 4832-8615-5989 v.1.docx

Good afternoon.

Given that there is an apparent issue re representation, I will delay further communication until I speak with Mr. Farkas. Moreover, for clarification and for the avoidance of doubt, I was not involved in and did not participate in any settlement negotiations and/or the preparation of documents relating thereto.

Respectfully,
Raffi A Nahabedian

From: Dylan Ciciliano [<mailto:dciciliano@Gtg.legal>]

Sent: Friday, January 15, 2021 12:37 PM

To: Jason Maier; Erika Turner; Max Erwin; R. A. Nahabedian, Esq.

Cc: Danielle Barraza; Joseph Gutierrez

Subject: RE: Order Granting Plaintiff's Motion for Attorneys' Fees and Costs 4832-8615-5989 v.1.docx

For the avoidance of doubt, there has been no substitution of counsel and there has been no settlement.

Dylan T. Ciciliano, Esq.

Attorney

Phone: [725 777 3000](tel:725.777.3000) | Fax: [725 777 3112](tel:725.777.3112)

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7251 AMIGO STREET, SUITE 210
LAS VEGAS, NV 89119

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From: Jason Maier <jrm@mgalaw.com>

Sent: Friday, January 15, 2021 11:20 AM

To: Dylan Ciciliano <dciciliano@Gtg.legal>; Erika Turner <eturner@Gtg.legal>; Max Erwin <MErwin@Gtg.legal>; R. A. Nahabedian, Esq. <raffi@nahabedianlaw.com>

Cc: Danielle Barraza <djb@mgalaw.com>; Joseph Gutierrez <jag@mgalaw.com>

Subject: RE: Order Granting Plaintiff's Motion for Attorneys' Fees and Costs 4832-8615-5989 v.1.docx

Dylan: I am adding Raffi Nahabedian to this email thread given what appears to be competing claims of representation. We await your further communication mentioned below. Thanks.

Jason R. Maier

MAIER GUTIERREZ & ASSOCIATES

8816 Spanish Ridge Avenue

Las Vegas, Nevada 89148

Tel: 702.629.7900 | Fax: 702.629.7925

jrm@mgalaw.com | www.mgalaw.com

From: Dylan Ciciliano <dciciliano@Gtg.legal>

Sent: Friday, January 15, 2021 10:02 AM

To: Danielle Barraza <djb@mgalaw.com>

Cc: Max Erwin <MErwin@Gtg.legal>; Jason Maier <jrm@mgalaw.com>; Joseph Gutierrez <jag@mgalaw.com>; Erika Turner <eturner@Gtg.legal>

Subject: RE: Order Granting Plaintiff's Motion for Attorneys' Fees and Costs 4832-8615-5989 v.1.docx

Good morning,

I will submit the order. Thank you.

No, re: substitution/communicating with his office going forward. Further communications/information will follow. Please preserve all communications, including text messages and emails you or your office have had with Mr. Nahabedian, Mr. Farkas, TGC/Farkas Funding, LLC or anyone purporting to act on their behalf, and direct your clients (including Mr. Bloom) to do the same.

Finally, Mr. Nahabedian claims that your office and he negotiated a settlement, please provide that immediately.

Dylan T. Ciciliano, Esq.

Attorney

Phone: [725 777 3000](tel:7257773000) | Fax: [725 777 3112](tel:7257773112)

GARMAN | TURNER | GORDON

7251 AMIGO STREET, SUITE 210

LAS VEGAS, NV 89119

Visit us online at www.gtg.legal

From: Danielle Barraza <djb@mgalaw.com>

Sent: Friday, January 15, 2021 9:41 AM

To: Dylan Ciciliano <dciciliano@Gtg.legal>

Cc: Max Erwin <MErwin@Gtg.legal>; Jason Maier <jrm@mgalaw.com>; Joseph Gutierrez <jag@mgalaw.com>

Subject: RE: Order Granting Plaintiff's Motion for Attorneys' Fees and Costs 4832-8615-5989 v.1.docx

I don't see any substantive issues with the proposed order, however our firm was copied on communications from Nahabedian Law indicating that he is substituting into the case, so I wanted to confirm that we should contact his office going forward regarding this order.

Danielle J. Barraza | Associate

MAIER GUTIERREZ & ASSOCIATES
8816 Spanish Ridge Avenue
Las Vegas, Nevada 89148
Tel: 702.629.7900 | Fax: 702.629.7925
djb@mgalaw.com | www.mgalaw.com

From: Dylan Ciciliano <dciciliano@Gtg.legal>
Sent: Thursday, January 14, 2021 3:56 PM
To: Danielle Barraza <djb@mgalaw.com>
Cc: Max Erwin <MErwin@Gtg.legal>
Subject: RE: Order Granting Plaintiff's Motion for Attorneys' Fees and Costs 4832-8615-5989 v.1.docx

Following up on the below.

Dylan T. Ciciliano, Esq.

Attorney

Phone: [725 777 3000](tel:725.777.3000) | Fax: [725 777 3112](tel:725.777.3112)

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From: Dylan Ciciliano
Sent: Monday, January 11, 2021 5:31 PM
To: Danielle Barraza <djb@mgalaw.com>
Cc: Max Erwin <MErwin@Gtg.legal>
Subject: Order Granting Plaintiff's Motion for Attorneys' Fees and Costs 4832-8615-5989 v.1.docx

Attached is the proposed order granting Plaintiff's motion for attorneys' fees and costs. Please let me know if I can affix your e-signature.

Dylan

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Exhibit 1-K

1
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9 TRANSCRIPT OF RECORDED TELEPHONE CONVERSATION BETWEEN
10 DYLAN CICILIANO, ESQ. AND MATTHEW FARKAS
11 Transcribed on January 20, 2021
12
13
14
15
16
17
18
19
20
21
22
23

24 Transcribed by: Kimberly A. Farkas, RPR, CCR #741
25 Realtime Trials Reporting (702) 277-0106

1 **DYLAN CICILIANO:** Hi. This is Dylan.

2 **MATTHEW FARKAS:** Hi, Dylan. It's

3 Matthew Farkas. How are you?

4 **DYLAN CICILIANO:** Hi, Matthew. I have to let
5 you know that I'm recording this call, by the way.

6 **MATTHEW FARKAS:** Oh, that's absolutely fine.
7 That's absolutely fine.

8 **DYLAN CICILIANO:** All right. So --

9 **MATTHEW FARKAS:** The reason I called, I just
10 wanted to let you know that I got the note from Matt,
11 which I guess is from Erika. I think it's fine. I'm
12 glad you sent it. The First 100 people were basically
13 threatening to sue me.

14 Here's the bottom line. Adam Platto, who is
15 with TGC Farkas. I'm the Farkas part of TGC Farkas,
16 obviously. I have an issue with First 100, which I
17 completely agree with. The unfortunate part of this
18 whole incident was that the head of First 100 Jay
19 Bloom, also happens to be my brother-in-law, who I
20 really don't like, but because he's married to my
21 sister, I felt that I really needed to remove myself
22 from this entire incident.

23 And what they did to me was they -- they
24 brought in another attorney, who has now since resigned
25 that space, who has stepped down. I mean, he was my

1 attorney for, like, three seconds. And they did this
2 without -- without, you know, telling me that they were
3 going to do this. This guy Raffi Nahabedian, his name
4 is. And that's who the letter went to from Erika.

5 **DYLAN CICILIANO:** So when you say -- when you
6 say that -- hold on. When you say that they stepped
7 in, who's they?

8 **MATTHEW FARKAS:** So Adam Platto -- what I did
9 was I recused myself from the whole thing because I
10 didn't want to be in between my friend Adam.

11 **DYLAN CICILIANO:** Right. In the amendment;
12 right?

13 **MATTHEW FARKAS:** I beg your pardon?

14 **DYLAN CICILIANO:** You recused yourself
15 through the amendment, where you gave up your
16 managerial rights.

17 **MATTHEW FARKAS:** Yes, that's exactly --
18 that's exactly right.

19 And the only reason I called Erika yesterday
20 was to let her know that I did not give Jay any
21 information that he asked for. He did ask for
22 information from me, which I refused to give him.

23 **DYLAN CICILIANO:** What did he ask for?

24 **MATTHEW FARKAS:** He asked for me to give him
25 that amendment that I signed. I signed the amendment

1 so that Adam could move forward with this -- with this
2 action that he wanted to do.

3 **DYLAN CICILIANO:** When did he ask you -- when
4 did he ask you for the amendment?

5 **MATTHEW FARKAS:** When did Jay ask me for the
6 amendment?

7 **DYLAN CICILIANO:** Yeah.

8 **MATTHEW FARKAS:** Yesterday.

9 **DYLAN CICILIANO:** Yesterday?

10 **MATTHEW FARKAS:** I mean, I had -- I had the
11 most hellish day yesterday. And he asked me for the
12 amendment. And he said, I'm going to sue you. He was
13 going to sue me for, you know, breach of fiduciary
14 responsibility to the company, which is complete
15 nonsense, and me trying to twist my role there as to
16 one of being the CFO, which I was never the CFO for
17 five minutes. My role as VP of finance was strictly to
18 raise capital for the company. That was my only role.

19 And so I just wanted to let Erika know that I
20 completely agreed with what she said, but they --

21 **DYLAN CICILIANO:** How did Nahabedian come in?
22 That's what I don't understand. How did you eventually
23 hire Nahabedian?

24 **MATTHEW FARKAS:** What happened -- so this is
25 what happened. Jay wanted to sue me for, you know --

1 well, I shouldn't say that. He was threatening to sue
2 me, knowing that I had no money to pay for anything.
3 And Adam knows that, too. I mean, Jay absolutely
4 destroyed me financially. My life -- I've been a mess
5 for the last several years on account of First 100. I
6 lost two jobs because of this. I mean, I don't want to
7 even bore you with the details, but it was horrible.

8 So what they did was they hired Nahabedian.
9 They hired Raffi.

10 **DYLAN CICILIANO:** Who's they, Jay Bloom hired
11 Raffi?

12 **MATTHEW FARKAS:** Jay Bloom and Joe Gutierrez,
13 who, I guess, Raffi is a friend of Joe's. They brought
14 Raffi in to represent me in the event that Adam sued
15 me.

16 **DYLAN CICILIANO:** Okay.

17 **MATTHEW FARKAS:** They came up with this whole
18 scenario.

19 Now, in fairness, I mean, things were a mess
20 back in -- and I spoke to Erika about this over the
21 summer. But, in fairness, you know, they were upset
22 with me because Jay asked me to show him what they'd
23 sent. And I -- you know, and I stupidly did, but, in
24 fact, it was good that I did because I had -- I
25 wasn't -- I didn't understand exactly what was going

1 on. I had signed a document several years back that
2 Adam didn't sign, but I signed because they were
3 threatening not to give me my back pay if I didn't
4 sign.

5 You know, Jay -- First 100 has never done
6 anything or asked me for anything where I wasn't under
7 duress to sign something. And they've always held
8 money as a, you know, as a hot button for me because
9 they knew that I'd been in trouble financially.

10 **DYLAN CICILIANO:** So when did -- when did Joe
11 and Jay hire Nahabedian for you?

12 **MATTHEW FARKAS:** I think last week at some
13 point.

14 **DYLAN CICILIANO:** Okay.

15 **MATTHEW FARKAS:** But Nahabedian has now said
16 he is not going to represent me at all.

17 **DYLAN CICILIANO:** Okay. Well -- so they've
18 now -- so you're aware of what happened, they just
19 filed a motion with the court to enforce a settlement
20 agreement that you signed with Jay Bloom. Where did
21 that settlement agreement come from?

22 **MATTHEW FARKAS:** I don't -- what settlement
23 agreement? I didn't even know this.

24 **DYLAN CICILIANO:** There's a settlement
25 agreement that has your signature on it dated

1 January 6th, 2021.

2 **MATTHEW FARKAS:** A settlement agreement for
3 January 6th?

4 **DYLAN CICILIANO:** Yeah. And in the
5 settlement agreement, I'll tell you, it releases your
6 arbitration or the TGC Farkas' arbitration award and
7 fee award against Jay Bloom and First 100. It totally
8 gets rid of the case and says the case is dismissed.
9 And it's signed by you and it says that you have the
10 authority to do so on behalf of TGC Farkas.

11 **MATTHEW FARKAS:** But I don't.

12 **DYLAN CICILIANO:** I understand you don't, but
13 that's what the settlement agreement says. And it's
14 signed by you and Jay dated January 6th.

15 **MATTHEW FARKAS:** Would it be possible for you
16 to send me a copy of that?

17 **DYLAN CICILIANO:** I mean, I'm happy to send
18 it to you. Are you in front of your computer right
19 now?

20 **MATTHEW FARKAS:** Yes, I am.

21 **DYLAN CICILIANO:** Okay. While we're talking,
22 I'll send it to you so we can go over it. I mean, the
23 realty is there's going to be an evidentiary hearing on
24 this. And you're going to have to participate and to
25 explain what happened here. Because no one truly is,

1 or at least on our end, we don't understand. The first
2 we learned of it was when we got a letter, that letter
3 from Nahabedian. And, evidently -- and in this it says
4 that you and Jay Bloom negotiated this settlement
5 agreement.

6 **MATTHEW FARKAS:** I didn't negotiate any
7 agreement with Jay.

8 **DYLAN CICILIANO:** I'll send it to you. Hold
9 on. I'm trying to extract the pages.

10 **MATTHEW FARKAS:** Which -- just let me know,
11 Dylan, which email are you sending it to?

12 **DYLAN CICILIANO:** That was going to be my
13 next question. I need to know your email address.

14 **MATTHEW FARKAS:** Oh, okay. Send it to
15 Matthew, two Ts, Farkas, 70, 7-0 at Gmail, do you mean.
16 So MatthewFarkas70, one word, at Gmail.

17 **DYLAN CICILIANO:** I'm attaching this right
18 now.

19 **MATTHEW FARKAS:** I mean, you guys need to
20 understand one thing. And I'm glad it's being
21 recorded, frankly. I have never done anything when I
22 wasn't under duress with Jay. I mean, he is -- and I
23 told this to Erika. Jay -- Jay uses litigation. It's
24 a blood sport for him. And the unfortunate thing here
25 in this situation -- I just got it -- the unfortunate

1 thing here in this situation, Dylan, is that Adam has a
2 lawyer, Jay has a lawyer, Matthew doesn't have a
3 lawyer.

4 **DYLAN CICILIANO:** Well, Matthew, we represent
5 the entity. We represent the entity's interest.

6 **MATTHEW FARKAS:** Right.

7 **DYLAN CICILIANO:** That's what we do. So we
8 don't represent Adam. We represent TGC Farkas and the
9 interest there.

10 **MATTHEW FARKAS:** So then you are my lawyer?

11 **DYLAN CICILIANO:** Well, we're not your lawyer
12 personally. We're the entity's lawyer.

13 Are you there?

14 **MATTHEW FARKAS:** Okay. So -- all right.
15 Yes, I am right here. So I'm looking at this. So
16 explain this to me.

17 **DYLAN CICILIANO:** Okay.

18 **MATTHEW FARKAS:** Because I do not remember --
19 I do not remember signing this.

20 **DYLAN CICILIANO:** Have you ever seen this
21 document?

22 **MATTHEW FARKAS:** And it was only on the 6th.

23 **DYLAN CICILIANO:** Yes. Have you seen this
24 document before?

25 **MATTHEW FARKAS:** I do not remember seeing

1 this document.

2 **DYLAN CICILIANO:** Did you negotiate this
3 document?

4 **MATTHEW FARKAS:** No. I don't think so. But,
5 you know what, let me look at -- let me look at
6 something, Dylan. Hang on one second.

7 **DYLAN CICILIANO:** Yeah, sure. This was two
8 weeks ago. So go ahead.

9 **MATTHEW FARKAS:** I understand. What I'm
10 looking at or, I should say, what I'm looking for, Jay
11 sent me a whole bunch of things to sign. And he said,
12 you have to do this right away and get right back to
13 me, and this is going to absolve you from everything.

14 I mean -- well -- so what you're telling me
15 though is that this isn't going to happen; right?

16 **DYLAN CICILIANO:** No, no. They're moving the
17 court to get it to happen and have everything
18 dismissed.

19 **MATTHEW FARKAS:** They can't get it dismissed.

20 **DYLAN CICILIANO:** They're claiming that you
21 told them that you had authority to do this.

22 **MATTHEW FARKAS:** I -- oh, now, wait a minute.
23 They are lying. Oh, my God. This is on tape? Dylan,
24 this is Matthew Farkas. They are lying. I never told
25 them I had the authority to do anything. This is a

1 complete fabrication.

2 **DYLAN CICILIANO:** Did you -- did Jay know --
3 well, when did Jay -- did you ever tell Jay about the
4 amendment to the operating agreement?

5 **MATTHEW FARKAS:** He knew about it in
6 September.

7 **DYLAN CICILIANO:** So he knew about the
8 amendment --

9 **MATTHEW FARKAS:** And he was furious with me
10 because it allowed Adam to move this forward and
11 essentially win the case. But I never -- I never
12 told -- I never told Jay I had the authority to do
13 anything.

14 **DYLAN CICILIANO:** So in --

15 **MATTHEW FARKAS:** We never talked about this.

16 **DYLAN CICILIANO:** So in September, Jay knew
17 about the amendment?

18 **MATTHEW FARKAS:** Of course.

19 **DYLAN CICILIANO:** When you say, "of course,"
20 why do you mean "of course." Did he look at it?

21 **MATTHEW FARKAS:** I didn't send him anything,
22 but, you know, he told me that he knew about it. Hang
23 on. Let me -- Let me -- I'm just -- I had to hang up
24 on my wife. I'm sorry. She was calling me, but I'll
25 just text her and tell her I'm on with you.

1 Dylan, here's my problem. I wanted to be
2 removed from this whole thing because I didn't want to
3 be in the middle of it. Okay. I didn't want to sue my
4 brother-in-law and I didn't want to hurt my friends so
5 I just wanted to be away from it. And I spoke to
6 Michael Bush, you know, at the end of last year, last
7 fall. And he said that they're going to handle it
8 through the lawyers. But I never told Jay that I had
9 the authority to do anything. He is lying.

10 **DYLAN CICILIANO:** Well, I mean, when you
11 signed this settlement agreement, apparently, it says
12 that you have the authority.

13 **MATTHEW FARKAS:** Well, then that's -- that's
14 my fault because then I should have read it more
15 carefully. But, like an idiot, I trusted Jay.

16 But let me -- I'm just looking through my
17 emails right now so hang on one second. Okay. One
18 second.

19 I honestly -- Dylan, I am looking through my
20 emails right now and I don't see this email. And I
21 certainly never told -- now, wait. Did they say that I
22 signed this or they said that I told them that I had
23 the authority to do this?

24 **DYLAN CICILIANO:** Well, they said that you
25 signed it. The agreement says that you have the

1 authority. The agreement --

2 **MATTHEW FARKAS:** Oh, all right. Well, in
3 fairness, that is a little different.

4 **DYLAN CICILIANO:** Hold on. Hold on. Let me
5 go up. And it is says --

6 **MATTHEW FARKAS:** So can I just write
7 something down?

8 **DYLAN CICILIANO:** Yeah. I'm not going to
9 stop you from writing something down.

10 **MATTHEW FARKAS:** Yeah, let me just write --
11 let me just write something down. So what you're
12 saying is that these documents sent by Jay -- all
13 right. Let me just see something. Hold on.

14 Yeah, I don't have anything in my email. Oh,
15 wait a minute. I have some hard copy stuff. Hang on
16 one second.

17 Because what Jay told me was that Joe -- Jay
18 told me that Joe wanted to sue me. Joe -- and then Jay
19 turned around and he said, well, Joe told me that I
20 should sue you, but Jay was saying -- now, let me see.
21 Release hold harmless, indemnification.

22 Yeah. See, Jay -- Jay was all over me. I
23 had to get it back to him in 15 minutes. I didn't have
24 a chance to give it to a lawyer, not that I had a
25 lawyer to give it to. But because I was never under

1 the -- yeah, there it is. There, I signed it.

2 But I never -- but I never -- stupid me, I
3 didn't understand what the hell I was signing. I was
4 just signing it because Jay was telling me that they
5 were going to get Raffi to defend me in the event that
6 Adam wanted to sue me.

7 **DYLAN CICILIANO:** So when -- so when did he
8 provide you these documents?

9 **MATTHEW FARKAS:** The other day, last week.

10 **DYLAN CICILIANO:** Like, what day last week?

11 **MATTHEW FARKAS:** I'm sorry. I'm looking
12 through my emails. I have the hard copies, but I'm
13 looking through my emails. Hang on. Let me just see
14 something. Tuesday.

15 This is the strangest thing. I don't have it
16 in my emails, yet, I have the hard copy. Oh, I know
17 why. He didn't send me an email. This is why it's not
18 in my emails.

19 Jay sent the documents directly to the UPS
20 store near my house. And I got the documents in the
21 UPS store. I signed them. They scanned them and sent
22 them back. That's why they're not in my emails.

23 **DYLAN CICILIANO:** Okay. And did he ever tell
24 you what the documents were?

25 **MATTHEW FARKAS:** He just said -- no. He just

1 said that I was signing a document to engage Raffi in
2 case Adam decided to sue me personally. And that he
3 would -- and that Adam would -- not Adam -- that Raffi
4 was going to be my lawyer.

5 **DYLAN CICILIANO:** Did Raffi sign -- did you
6 sign an engagement agreement with Raffi?

7 **MATTHEW FARKAS:** Yeah, I think I did. I
8 think I did, yeah.

9 **DYLAN CICILIANO:** And what does --

10 **MATTHEW FARKAS:** But Jay had me convinced
11 that I was either going to get sued by him or by Adam.

12 **DYLAN CICILIANO:** And what is the engagement
13 agreement -- do you have the engagement agreement with
14 Raffi?

15 **MATTHEW FARKAS:** Let me go back and look in
16 the hard copies. Probably. Yeah, hang on one second.
17 I'm happy to send it to you.

18 **DYLAN CICILIANO:** Please.

19 **MATTHEW FARKAS:** I am happy -- now, I'm going
20 to have to take pictures of it because -- or I can go
21 to the UPS store tomorrow and send it to you, if that's
22 easier.

23 **DYLAN CICILIANO:** The pictures are fine so
24 long as I can read them.

25 **MATTHEW FARKAS:** Okay. All right. Hang on

1 one second. So Jay completely lied to me again.
2 Dylan, I swear to God, I hope you fuckin' put him in
3 jail. And I don't care that that's on the -- Attorney
4 Retainer Agreement. Here we go. Here we go. Attorney
5 Retainer. There's my signature.

6 Got it. Okay. I can send this to you right
7 now. In fact, I can -- what I can do is I have one of
8 those -- oh, my, God -- one of those scanners on my
9 iPhone.

10 **DYLAN CICILIANO:** Right.

11 **MATTHEW FARKAS:** And I can send you -- I can
12 scan it to you. I'll do it right now while we're on
13 the phone.

14 **DYLAN CICILIANO:** Okay.

15 **MATTHEW FARKAS:** So I make sure that you get
16 this. You know, once again, Jay lied to me. I fucking
17 hate him. I swear to God, I fucking hate him.

18 All right. Hang on one second. All right.
19 Sorry. I know this -- I shouldn't say that.

20 **DYLAN CICILIANO:** I understand you're
21 frustrated. I'm not criticizing you for your language
22 or your thoughts so -- and, honestly, I'm trying to
23 figure out what's happening here. Because, as I've
24 said, they now are going to court saying, get rid of
25 the judgment and dismiss it. So we need to get to the

1 bottom of this as quick as possible.

2 **MATTHEW FARKAS:** Okay. All right. Now,
3 okay. So I took the pictures. Now let me get to my
4 scanner. Okay. Oh, wait a minute. I'm an idiot. I
5 just took pictures of it. I didn't take pictures with
6 the scanner. Hold on. Hang on one second. Almost
7 done. Almost done.

8 **DYLAN CICILIANO:** Now, how did you know that
9 Joe Gutierrez was recommending Raffi?

10 **MATTHEW FARKAS:** Jay told me.

11 **DYLAN CICILIANO:** Did you talk to Joe?

12 **MATTHEW FARKAS:** Hang on. Not about this.
13 All right. Hang on. All right. Hang on.

14 All right. Now, what is your email?

15 **DYLAN CICILIANO:** I just sent you the one. I
16 just sent you an email to your Gmail; remember? My
17 name is long. I can spell it out to you. It's D, as
18 in Dylan; C, as in Charlie; I, as in igloo; C, as in
19 Charlie; I, as in igloo --

20 **MATTHEW FARKAS:** There. I got it. I got it.
21 All right. I just sent them, four pages.

22 **DYLAN CICILIANO:** Okay. It's encrypted.

23 So when you said you didn't talk to Joe about
24 this, what did you talk to Joe about?

25 **MATTHEW FARKAS:** So this is what happened.

1 Jay called me and said, Joe is -- Joe wants to sue you.
2 Meaning, Joe wanted to sue me. And they were going to
3 sue me, allegedly -- they were going to sue me,
4 allegedly, for -- they said they were going to sue me
5 for breach of fiduciary responsibility to First 100.
6 Now, I don't know why the hello -- I don't know what
7 fiduciary responsibility I was breaching, but that's
8 what they said.

9 So I get Joe on the phone and I said, Joe,
10 what is going on here? And Joe said, Matthew, I'm not
11 suing you. He said, I don't even have the power to sue
12 you. I am simply First 100's lawyer.

13 So the thing is, Jay didn't have the guts to
14 tell me that he was thinking about suing me. So it
15 wasn't Joe, but it was Jay that was going to sue me.

16 So we had a long talk about what was going on
17 here. And, I mean, if you want, I can give you the
18 whole story, but in a nutshell, Joe said that nobody
19 has more at risk here than his law firm because the
20 company owes Joe, I think, like, a couple of million
21 dollars at least in back fees. They owe Joe -- Jay
22 owes Joe a fortune; right. And they keep saying, I
23 wish Adam wouldn't do this now because they are
24 supposedly very close to signing an agreement where
25 someone is going to buy the judgment.

1 Are you aware of the judgment that First 100
2 has?

3 **DYLAN CICILIANO:** Yeah, the judgment that
4 they allegedly assigned to TGC Farkas in that
5 settlement agreement.

6 **MATTHEW FARKAS:** No, no, no, are you of the
7 judgment --

8 **DYLAN CICILIANO:** The \$2 billion judgment,
9 yes. In that settlement agreement, they allegedly get
10 that.

11 **MATTHEW FARKAS:** Well, right. Nobody thinks
12 that we're going to get -- or I certainly don't think
13 we're going to get anything. But Jay, apparently, has
14 found someone who is willing to buy the judgment for
15 \$48 million; okay. He has allegedly found someone.
16 And, supposedly, this is going to happen within 30
17 days. Now, Jay said by the end of January, but he said
18 it could slip into February, but he has found someone.
19 And at that point, Adam will get all his money back.

20 And they're saying that -- what they're
21 complaining about, what Joe said, meaning Jay, is
22 complaining about, is that this is -- he is saying that
23 Adam is obstructing this deal from happening because if
24 they feel that Jay is getting sued in the courts over
25 this, that these people may walk away. They don't want

1 to get in the middle of anything. Which I don't blame
2 them, except I don't even believe that anybody is
3 there.

4 Now, I don't know that for a fact. I don't
5 know that. And both Jay and Joe have told me the same
6 story, that it's \$48 million. That this person -- you
7 know, that they've been negotiating with this person
8 now since August, or maybe even before that. But I
9 know from my own experience on Wall Street that when
10 people want to do something, they do it. They don't
11 take six, seven, eight months to make a decision on
12 something like this. They either get it and believe
13 they're going to collect or they don't, and that's it.

14 And, in fact, three, four years ago, I
15 actually put the judgment right after we got it in
16 front of five very sophisticated litigation funding
17 firms in New York, one of them being managed by one of
18 my oldest friends from, you know, middle school. And
19 all five of these firms walked away.

20 So I don't actually believe this is going to
21 happen. But, in fairness, I haven't seen any
22 documents. I don't know who they're talking to. I
23 don't know anything. I'm just going based on my belief
24 that nothing that Jay has ever told me has been true.

25 And, by the way, he didn't tell me that he

1 was going to do what he did today with this so --

2 **DYLAN CICILIANO:** When you say, "with this,"
3 you're saying with the settlement agreement, he didn't
4 tell you that?

5 **MATTHEW FARKAS:** He didn't tell me anything.
6 He doesn't -- listen, this is what Jay does. Jay says
7 to me, Matthew, I'm going to sue you. You know how
8 influential I am in the courts.

9 And this is one thing you should be aware of
10 here, and I told this to Erika over the summer. Jay
11 has a black belt in defending himself and drawing
12 things out. He's not a lawyer, but he definitely plays
13 one on television, and this is what he is really good
14 at. And Jay has completely ingratiated himself in
15 Las Vegas.

16 Now, by the way, just so I'm clear -- I'm on
17 tape now. That's fine. But I'm assuming that this
18 is -- you're not going to give this tape to Jay.

19 **DYLAN CICILIANO:** Well, so, I mean, candidly,
20 I mean, this is the -- this is -- you know, I told you
21 I represent the company. And to the extent that if you
22 were to testify at some point and you testify
23 inconsistent with this, I will have -- I'm mean, I'm
24 going to have to introduce it.

25 **MATTHEW FARKAS:** All right. Well, fine. I'm

1 not saying anything here that's untrue.

2 **DYLAN CICILIANO:** Yeah. I'm being real
3 candid with you. Like I said, I represent the company.
4 I'm not your personal attorney. And the whole purpose
5 of this is both to protect me and to protect -- well,
6 it's mostly to protect me and the company, such that,
7 if there's ever a disagreement as to what was said
8 here, we can definitively resolve that because I don't
9 want to be a witness.

10 **MATTHEW FARKAS:** Well, look, jay is very good
11 at defending himself. And he's ingratiated himself in
12 the legal community in Las Vegas. Like, I'm sure you
13 know he's on the Nevada State Bar disciplinary board;
14 right?

15 **DYLAN CICILIANO:** Or he was; right.

16 **MATTHEW FARKAS:** Is he no longer?

17 **DYLAN CICILIANO:** I don't know. I've heard
18 that. I don't know one way or the other.

19 **MATTHEW FARKAS:** Well, unless you've heard
20 differently, he is.

21 **DYLAN CICILIANO:** Okay.

22 **MATTHEW FARKAS:** And he's also -- he's also
23 on the Metropolitan Police disciplinary board. So he's
24 definitely very plugged in. He's friends with a lot of
25 judges. I'm sure you know he's been politically

1 active. You know, these aren't -- there's nothing
2 wrong with any of this stuff. I'm just -- I'm only
3 letting you know this to -- for you to understand that
4 he will be quite an adversary. But in terms of telling
5 me -- I mean, yes, I signed this stuff. I mean, my
6 signature is on it. I can't deny it. But he didn't --
7 he didn't take any pains to explain to me what I was
8 signing. He just said, you know, Joe wants to sue you
9 so you better sign this or we're going to sue you.

10 **DYLAN CICILIANO:** Right.

11 **MATTHEW FARKAS:** I mean, I would -- I
12 absolutely signed this under duress.

13 **DYLAN CICILIANO:** Okay.

14 **MATTHEW FARKAS:** And I can honestly say also
15 that every time I have -- every time I deal with Jay
16 related to this, I mean, it is always, you know, I hurt
17 him, you know, that I've hurt the company. And, you
18 know, the fact is that I think -- I mean, I don't
19 know -- well, you know what, I probably, in all
20 fairness, I probably said enough. I think I've given
21 you all the information that you need. But I did not
22 discuss anything with Jay. I did not realize that my
23 signature was helping to end this. And Jay and I will
24 have to have a conversation about that at another time.

25 **DYLAN CICILIANO:** All right. Well, like I

1 said, this is now -- the court has just, as we're
2 talking, has set this for -- it says, "Move to enforce
3 the settlement agreement on January 28th, 2021 at
4 9:00 a.m."

5 We have to figure out what to do here
6 because, as I said, the effect of the settlement
7 agreement is to wipe out the proceedings, and it's all
8 based on your signature on that what they claim was
9 your apparent authority.

10 **MATTHEW FARKAS:** No. No. Now, that is --
11 that is completely untrue. I never had the authority
12 to do that.

13 **DYLAN CICILIANO:** And Jay knew that?

14 **MATTHEW FARKAS:** Of course, he did. I told
15 him time and again I had removed myself from having any
16 part of this. And you can go to Michael Bush. They
17 wrote me a letter saying as much.

18 **DYLAN CICILIANO:** Okay. Well, you know,
19 we've got to figure this out. I may have to reach out
20 to -- I mean, we're going to need a declaration from
21 you certainly on this, you know, as to what --

22 **MATTHEW FARKAS:** Oh, believe me, it will be
23 my pleasure to give it to you.

24 **DYLAN CICILIANO:** Okay.

25 **MATTHEW FARKAS:** I had no idea -- Dylan, I

1 had no idea that this was -- that this is what the plan
2 was. I had no idea. And this is why I say to Jay and
3 I say to you, I don't have a lawyer. I don't have
4 anybody to talk to about these things. So when one of
5 the two parties asks me to sign something because it's
6 going to help them, you know, I don't want to -- I
7 didn't necessarily want to hurt Jay and I certainly
8 didn't want to hurt Adam. I didn't want to hurt
9 anybody. I didn't want to be a part of this.

10 **DYLAN CICILIANO:** No, I --

11 **MATTHEW FARKAS:** I didn't want to be part of
12 this.

13 **DYLAN CICILIANO:** All right. I mean, you're
14 very much a part of it now. And so --

15 **MATTHEW FARKAS:** Goddamnit. Oh, my God. I
16 am so angry right now, you have no idea. You have no
17 idea how angry I am right now at Jay. You can't even
18 imagine.

19 **DYLAN CICILIANO:** Well, I mean, it's bad. If
20 they win on the motion and force settlement, they
21 extinguish a million-dollar investment.

22 **MATTHEW FARKAS:** Oh, my God. I am so angry
23 with Jay right now. I am so angry with him. You go
24 get him. Excuse me for saying that, but you guys go
25 get him.

1 **DYLAN CICILIANO:** All right. Well, I'll be
2 back in touch because it doesn't end with this phone
3 conversation.

4 Can you send me anything else that Jay or
5 anyone else had sent you regarding this subject matter
6 in the past couple days or past couple weeks so I can
7 see?

8 **MATTHEW FARKAS:** Yes.

9 **DYLAN CICILIANO:** Thank you. Like I said,
10 we've got to figure out what we're going to do here
11 because, at this point, they're hanging their hat on
12 the fact that you signed it, you negotiated it, you had
13 counsel --

14 **MATTHEW FARKAS:** I negotiated nothing. I
15 negotiated nothing. Jay sent me a bunch of documents.
16 He said, you have to sign these things right away, and
17 that we will protect you. Those were his exact words,
18 we will protect you. If Adam sues you, we will protect
19 you. Those were his exact words. If Adam sues you, we
20 will protect you. We will pay for your defense.

21 **DYLAN CICILIANO:** Who paid the retainer for
22 Nahabedian?

23 **MATTHEW FARKAS:** Jay.

24 **DYLAN CICILIANO:** Well, you didn't pay it;
25 right?

1 **MATTHEW FARKAS:** No. I don't have the money
2 to pay for a lawyer. That's why I'm in this position
3 right now. I don't have the money to pay for a lawyer.
4 You guys go get him. You go get him.

5 **DYLAN CICILIANO:** All right. Well, thanks
6 for taking the time, and, like I said, we'll be in
7 touch.

8 **MATTHEW FARKAS:** All right. Thanks. Bye.

9 **DYLAN CICILIANO:** Bye.

10 (Whereupon, the recording was concluded.)

11 -o0o-

12 ATTEST: FULL, TRUE, AND ACCURATE TRANSCRIPT OF
13 RECORDED CONVERSATION.

14
15 *Kimberly A. Farkas*
16 7S/ Kimberly A. Farkas, RPR, CRR
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DYLAN CICILIANO: [81] MATTHEW FARKAS: [80]	absolve [1] 10/13 account [1] 5/5 ACCURATE [1] 27/12 action [1] 4/2 active [1] 23/1 actually [2] 20/15 20/20 Adam [21] 2/14 3/8 3/10 4/1 5/3 5/14 6/2 9/1 9/8 11/10 14/6 15/2 15/3 15/3 15/11 18/23 19/19 19/23 25/8 26/18 26/19 address [1] 8/13 adversary [1] 23/4 after [1] 20/15 again [3] 16/1 16/16 24/15 against [1] 7/7 ago [2] 10/8 20/14 agree [1] 2/17 agreed [1] 4/20 agreement [23] 6/20 6/21 6/23 6/25 7/2 7/5 7/13 8/5 8/7 11/4 12/11 12/25 13/1 15/6 15/13 15/13 16/4 18/24 19/5 19/9 21/3 24/3 24/7 ahead [1] 10/8 all [25] 2/8 6/16 9/14 13/2 13/12 13/22 15/25 16/18 16/18 17/2 17/13 17/13 17/14 17/21 19/19 20/19 21/25 23/19 23/21 23/25 24/7 25/13 26/1 27/5 27/8 allegedly [5] 18/3 18/4 19/4 19/9 19/15 allowed [1] 11/10 Almost [2] 17/6 17/7 also [4] 2/19 22/22 22/22 23/14 always [2] 6/7 23/16 am [10] 7/20 9/15 12/19 15/19 18/12 21/8 25/16 25/17 25/22 25/23 amendment [10] 3/11 3/15 3/25 3/25 4/4 4/6 4/12 11/4 11/8 11/17 angry [4] 25/16 25/17 25/22 25/23	another [2] 2/24 23/24 any [6] 3/20 8/6 20/21 23/2 23/7 24/15 anybody [3] 20/2 25/4 25/9 anyone [1] 26/5 anything [16] 5/2 6/6 6/6 8/21 10/25 11/13 11/21 12/9 13/14 19/13 20/1 20/23 21/5 22/1 23/22 26/4 apparent [1] 24/9 apparently [2] 12/11 19/13 arbitration [2] 7/6 7/6 are [12] 2/3 7/18 8/11 9/10 9/13 10/23 10/24 15/23 16/24 18/23 19/1 19/6 aren't [1] 23/1 around [1] 13/19 as [18] 4/15 4/17 6/8 6/8 15/24 16/23 17/1 17/1 17/17 17/18 17/18 17/18 17/19 22/7 24/1 24/6 24/17 24/21 ask [5] 3/21 3/23 4/3 4/4 4/5 asked [5] 3/21 3/24 4/11 5/22 6/6 asks [1] 25/5 assigned [1] 19/4 assuming [1] 21/17 attaching [1] 8/17 ATTEST [1] 27/12 attorney [5] 2/24 3/1 16/3 16/4 22/4 August [1] 20/8 authority [10] 7/10 10/21 10/25 11/12 12/9 12/12 12/23 13/1 24/9 24/11 award [2] 7/6 7/7 aware [3] 6/18 19/1 21/9 away [5] 10/12 12/5 19/25 20/19 26/16	24/8 basically [1] 2/12 be [17] 2/19 3/10 7/15 7/23 8/12 12/1 12/3 12/5 15/4 21/9 22/9 23/4 24/22 25/9 25/11 26/1 27/6 because [25] 2/20 3/9 5/6 5/22 5/24 6/2 6/8 7/25 9/18 11/10 12/2 12/14 13/17 13/25 14/4 15/20 16/23 18/19 18/23 19/23 22/8 24/6 25/5 26/2 26/11 been [5] 5/4 6/9 20/7 20/24 22/25 before [2] 9/24 20/8 beg [1] 3/13 behalf [1] 7/10 being [4] 4/16 8/20 20/17 22/2 belief [2] 20/12 20/23 believe [3] 20/2 20/20 24/22 belt [1] 21/11 better [1] 23/9 between [2] 1/9 3/10 billion [1] 19/8 black [1] 21/11 blame [1] 20/1 blood [1] 8/24 Bloom [6] 2/19 5/10 5/12 6/20 7/7 8/4 board [2] 22/13 22/23 bore [1] 5/7 both [2] 20/5 22/5 bottom [2] 2/14 17/1 breach [2] 4/13 18/5 breaching [1] 18/7 brother [2] 2/19 12/4 brought [2] 2/24 5/13 bunch [2] 10/11 26/15 Bush [2] 12/6 24/16 button [1] 6/8 buy [2] 18/25 19/14 Bye [2] 27/8 27/9	came [1] 5/17 can [16] 7/22 13/6 15/20 15/24 16/6 16/7 16/7 16/11 16/11 17/17 18/17 22/8 23/14 24/16 26/4 26/6 can't [3] 10/19 23/6 25/17 candid [1] 22/3 candidly [1] 21/19 capital [1] 4/18 care [1] 16/3 carefully [1] 12/15 case [4] 7/8 7/8 11/11 15/2 CCR [1] 1/24 certainly [4] 12/21 19/12 24/21 25/7 CFO [2] 4/16 4/16 chance [1] 13/24 Charlie [2] 17/18 17/19 CICILIANO [1] 1/10 claim [1] 24/8 claiming [1] 10/20 clear [1] 21/16 close [1] 18/24 collect [1] 20/13 come [2] 4/21 6/21 community [1] 22/12 company [7] 4/14 4/18 18/20 21/21 22/3 22/6 23/17 complaining [2] 19/21 19/22 complete [2] 4/14 11/1 completely [5] 2/17 4/20 16/1 21/14 24/11 computer [1] 7/18 concluded [1] 27/10 conversation [4] 1/9 23/24 26/3 27/13 convinced [1] 15/10 copies [2] 14/12 15/16 copy [3] 7/16 13/15 14/16 could [2] 4/1 19/18 counsel [1] 26/13 couple [3] 18/20 26/6 26/6 course [4] 11/18 11/19 11/20 24/14 court [4] 6/19 10/17
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<p>seeing [1] 9/25</p> <p>seen [3] 9/20 9/23 20/21</p> <p>send [12] 7/16 7/17 7/22 8/8 8/14 11/21 14/17 15/17 15/21 16/6 16/11 26/4</p> <p>sending [1] 8/11</p> <p>sent [11] 2/12 5/23 10/11 13/12 14/19 14/21 17/15 17/16 17/21 26/5 26/15</p> <p>September [2] 11/6 11/16</p> <p>set [1] 24/2</p> <p>settlement [15] 6/19 6/21 6/22 6/24 7/2 7/5 7/13 8/4 12/11 19/5 19/9 21/3 24/3 24/6 25/20</p> <p>seven [1] 20/11</p> <p>several [2] 5/5 6/1</p> <p>she [2] 4/20 11/24</p> <p>should [4] 10/10 12/14 13/20 21/9</p>	<p>shouldn't [2] 5/1 16/19</p> <p>show [1] 5/22</p> <p>sign [9] 6/2 6/4 6/7 10/11 15/5 15/6 23/9 25/5 26/16</p> <p>signature [5] 6/25 16/5 23/6 23/23 24/8</p> <p>signed [15] 3/25 3/25 6/1 6/2 6/20 7/9 7/14 12/11 12/22 12/25 14/1 14/21 23/5 23/12 26/12</p> <p>signing [6] 9/19 14/3 14/4 15/1 18/24 23/8</p> <p>simply [1] 18/12</p> <p>since [2] 2/24 20/8</p> <p>sister [1] 2/21</p> <p>situation [2] 8/25 9/1</p> <p>six [1] 20/11</p> <p>slip [1] 19/18</p> <p>so [54]</p> <p>some [3] 6/12 13/15 21/22</p> <p>someone [4] 18/25 19/14 19/15 19/18</p> <p>something [10] 6/7 10/6 13/7 13/9 13/11 13/13 14/14 20/10 20/12 25/5</p> <p>sophisticated [1] 20/16</p> <p>sorry [3] 11/24 14/11 16/19</p> <p>space [1] 2/25</p> <p>spell [1] 17/17</p> <p>spoke [2] 5/20 12/5</p> <p>sport [1] 8/24</p> <p>State [1] 22/13</p> <p>stepped [2] 2/25 3/6</p> <p>stop [1] 13/9</p> <p>store [3] 14/20 14/21 15/21</p> <p>story [2] 18/18 20/6</p> <p>strangest [1] 14/15</p> <p>Street [1] 20/9</p> <p>strictly [1] 4/17</p> <p>stuff [3] 13/15 23/2 23/5</p> <p>stupid [1] 14/2</p> <p>stupidly [1] 5/23</p> <p>subject [1] 26/5</p> <p>such [1] 22/6</p> <p>sue [20] 2/13 4/12 4/13 4/25 5/1 12/3 13/18 13/20 14/6 15/2 18/1 18/2 18/3</p>	<p>18/3 18/4 18/11 18/15 21/7 23/8 23/9</p> <p>sued [3] 5/14 15/11 19/24</p> <p>sues [2] 26/18 26/19</p> <p>suing [2] 18/11 18/14</p> <p>summer [2] 5/21 21/10</p> <p>supposedly [2] 18/24 19/16</p> <p>sure [4] 10/7 16/15 22/12 22/25</p> <p>swear [2] 16/2 16/17</p> <p>T</p> <p>take [4] 15/20 17/5 20/11 23/7</p> <p>taking [1] 27/6</p> <p>talk [5] 17/11 17/23 17/24 18/16 25/4</p> <p>talked [1] 11/15</p> <p>talking [3] 7/21 20/22 24/2</p> <p>tape [3] 10/23 21/17 21/18</p> <p>TELEPHONE [1] 1/9</p> <p>television [1] 21/13</p> <p>tell [8] 7/5 11/3 11/25 14/23 18/14 20/25 21/4 21/5</p> <p>telling [4] 3/2 10/14 14/4 23/4</p> <p>terms [1] 23/4</p> <p>testify [2] 21/22 21/22</p> <p>text [1] 11/25</p> <p>TGC [6] 2/15 2/15 7/6 7/10 9/8 19/4</p> <p>than [1] 18/19</p> <p>Thank [1] 26/9</p> <p>thanks [2] 27/5 27/8</p> <p>that [111]</p> <p>that's [18] 2/6 2/7 3/4 3/17 3/18 4/22 7/13 9/7 12/13 12/13 14/22 15/21 16/3 18/7 20/13 21/17 22/1 27/2</p> <p>their [1] 26/11</p> <p>them [11] 10/21 10/25 12/22 14/21 14/21 14/22 15/24 17/21 20/2 20/17 25/6</p> <p>then [4] 9/10 12/13 12/14 13/18</p> <p>there [7] 4/15 9/9</p> <p>AA0306</p>
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<p>T</p> <p>there... [5] 9/13 14/1 14/1 17/20 20/3</p> <p>there's [5] 6/24 7/23 16/5 22/7 23/1</p> <p>these [7] 13/12 14/8 19/25 20/19 23/1 25/4 26/16</p> <p>they [47]</p> <p>they'd [1] 5/22</p> <p>they're [9] 10/16 10/20 12/7 14/22 19/20 19/20 20/13 20/22 26/11</p> <p>they've [3] 6/7 6/17 20/7</p> <p>thing [8] 3/9 8/20 8/24 9/1 12/2 14/15 18/13 21/9</p> <p>things [5] 5/19 10/11 21/12 25/4 26/16</p> <p>think [9] 2/11 6/12 10/4 15/7 15/8 18/20 19/12 23/18 23/20</p> <p>thinking [1] 18/14</p> <p>thinks [1] 19/11</p> <p>this [94]</p> <p>those [4] 16/8 16/8 26/17 26/19</p> <p>though [1] 10/15</p> <p>thoughts [1] 16/22</p> <p>threatening [3] 2/13 5/1 6/3</p> <p>three [2] 3/1 20/14</p> <p>through [6] 3/15 12/8 12/16 12/19 14/12 14/13</p> <p>time [5] 23/15 23/15 23/24 24/15 27/6</p> <p>today [1] 21/1</p> <p>told [18] 8/23 10/21 10/24 11/12 11/12 11/22 12/8 12/21 12/22 13/17 13/18 13/19 17/10 20/5 20/24 21/10 21/20 24/14</p> <p>tomorrow [1] 15/21</p> <p>too [1] 5/3</p> <p>took [2] 17/3 17/5</p> <p>totally [1] 7/7</p> <p>touch [2] 26/2 27/7</p> <p>Transcribed [2] 1/11 1/24</p> <p>TRANSCRIPT [2] 1/9 27/12</p> <p>Trials [1] 1/25</p> <p>trouble [1] 6/9</p>	<p>true [2] 20/24 27/12</p> <p>truly [1] 7/25</p> <p>trusted [1] 12/15</p> <p>trying [3] 4/15 8/9 16/22</p> <p>Ts [1] 8/15</p> <p>Tuesday [1] 14/14</p> <p>turned [1] 13/19</p> <p>twist [1] 4/15</p> <p>two [4] 5/6 8/15 10/7 25/5</p> <p>U</p> <p>under [4] 6/6 8/22 13/25 23/12</p> <p>understand [9] 4/22 5/25 7/12 8/1 8/20 10/9 14/3 16/20 23/3</p> <p>unfortunate [3] 2/17 8/24 8/25</p> <p>unless [1] 22/19</p> <p>untrue [2] 22/1 24/11</p> <p>up [4] 3/15 5/17 11/23 13/5</p> <p>UPS [3] 14/19 14/21 15/21</p> <p>upset [1] 5/21</p> <p>uses [1] 8/23</p> <p>V</p> <p>Vegas [2] 21/15 22/12</p> <p>very [5] 18/24 20/16 22/10 22/24 25/14</p> <p>VP [1] 4/17</p> <p>W</p> <p>wait [4] 10/22 12/21 13/15 17/4</p> <p>walk [1] 19/25</p> <p>walked [1] 20/19</p> <p>Wall [1] 20/9</p> <p>want [15] 3/10 5/6 12/2 12/3 12/4 18/17 19/25 20/10 22/9 25/6 25/7 25/8 25/8 25/9 25/11</p> <p>wanted [9] 2/10 4/2 4/19 4/25 12/1 12/5 13/18 14/6 18/2</p> <p>wants [2] 18/1 23/8</p> <p>was [45]</p> <p>wasn't [4] 5/25 6/6 8/22 18/15</p> <p>way [4] 2/5 20/25 21/16 22/18</p> <p>we [22] 7/22 8/1 8/2 8/2 9/4 9/5 9/7 9/7 9/8 11/15 16/4</p>	<p>16/4 16/25 18/16 20/15 22/8 24/5 26/17 26/18 26/18 26/19 26/20</p> <p>we'll [1] 27/6</p> <p>we're [10] 7/21 9/11 9/12 16/12 19/12 19/13 23/9 24/1 24/20 26/10</p> <p>we've [2] 24/19 26/10</p> <p>week [3] 6/12 14/9 14/10</p> <p>weeks [2] 10/8 26/6</p> <p>well [24] 5/1 6/17 9/4 9/11 10/14 11/3 12/10 12/13 12/24 13/2 13/19 19/11 21/19 21/25 22/5 22/10 22/19 23/19 23/25 24/18 25/19 26/1 26/24 27/5</p> <p>went [1] 3/4</p> <p>were [13] 2/12 3/2 5/19 5/21 6/2 14/5 14/24 18/2 18/3 18/4 21/22 26/17 26/19</p> <p>what [47]</p> <p>what's [1] 16/23</p> <p>when [19] 3/5 3/5 3/6 4/3 4/3 4/5 6/10 6/10 8/2 8/21 11/3 11/19 12/10 14/7 14/7 17/23 20/9 21/2 25/4</p> <p>where [4] 3/15 6/6 6/20 18/24</p> <p>Whereupon [1] 27/10</p> <p>which [8] 2/11 2/16 3/22 4/14 4/16 8/10 8/11 20/1</p> <p>while [2] 7/21 16/12</p> <p>who [9] 2/14 2/19 2/24 2/25 3/4 5/13 19/14 20/22 26/21</p> <p>who's [2] 3/7 5/10</p> <p>whole [7] 2/18 3/9 5/17 10/11 12/2 18/18 22/4</p> <p>why [7] 11/20 14/17 14/17 14/22 18/6 25/2 27/2</p> <p>wife [1] 11/24</p> <p>will [10] 19/19 21/23 23/4 23/23 24/22 26/17 26/18 26/18 26/20 26/20</p> <p>willing [1] 19/14</p> <p>win [2] 11/11 25/20</p>	<p>wipe [1] 24/7</p> <p>wish [1] 18/23</p> <p>within [1] 19/16</p> <p>without [2] 3/2 3/2</p> <p>witness [1] 22/9</p> <p>word [1] 8/16</p> <p>words [2] 26/17 26/19</p> <p>would [4] 7/15 15/3 15/3 23/11</p> <p>wouldn't [1] 18/23</p> <p>write [3] 13/6 13/10 13/11</p> <p>writing [1] 13/9</p> <p>wrong [1] 23/2</p> <p>wrote [1] 24/17</p> <p>Y</p> <p>yeah [13] 4/7 7/4 10/7 13/8 13/10 13/14 13/22 14/1 15/7 15/8 15/16 19/3 22/2</p> <p>year [1] 12/6</p> <p>years [3] 5/5 6/1 20/14</p> <p>yes [7] 3/17 7/20 9/15 9/23 19/9 23/5 26/8</p> <p>yesterday [4] 3/19 4/8 4/9 4/11</p> <p>yet [1] 14/16</p> <p>York [1] 20/17</p> <p>you [143]</p> <p>you're [8] 6/18 7/24 10/14 13/11 16/20 21/3 21/18 25/13</p> <p>you've [1] 22/19</p> <p>your [15] 3/13 3/15 6/25 7/5 7/18 8/13 9/11 16/21 16/22 17/14 17/16 22/4 24/8 24/9 26/20</p> <p>yourself [1] 3/14</p>	<p>AA0307</p>
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Exhibit 2

DECL

GARMAN TURNER GORDON LLP
ERIKA PIKE TURNER
Nevada Bar No. 6454
Email: eturner@gtg.legal
DYLAN T. CICILIANO
Nevada Bar. No. 12348
Email: dciciliano@gtg.legal
7251 Amigo Street, Suite 210
Las Vegas, Nevada 89119
Tel: (725) 777-3000
Fax: (725) 777-3112
Attorneys for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

TGC/FARKAS FUNDING, LLC,

Plaintiff,

vs.

FIRST 100, LLC, a Nevada Limited Liability
Company; FIRST ONE HUNDRED
HOLDINGS, LLC, a Nevada limited liability
company aka 1st ONE HUNDRED HOLDINGS
LLC, a Nevada Limited Liability Company,

Defendants.

CASE NO. A-20-822273-C
DEPT. 13

**DECLARATION OF ADAM FLATTO IN
SUPPORT OF SUPPLEMENT TO
PLAINTIFF'S EX PARTE APPLICATION
FOR ORDER TO SHOW CAUSE WHY
DEFENDANTS AND JAY BLOOM
SHOULD NOT BE HELD IN CONTEMPT
OF COURT**

I, Adam Flatto ("Declarant"), declare as follows:

1. I am the manager of TGC Investor 100, LLC, 50% member of TGC/Farkas Funding, LLC ("Plaintiff"). I am competent to testify to the matters asserted herein, of which I have personal knowledge, except as to those matters stated upon information and belief. As to those matters stated upon information and belief, I believe them to be true.

2. This declaration is made in support of the Supplement to Plaintiff's Ex Parte Application for Order to Show Cause Why Defendants and Jay Bloom Should Not Be Held in Contempt of Court (the "Supplement").

3. Plaintiff has two members, TGC Investor 100, LLC and Matthew Farkas.

4. On September 17, 2020, Plaintiff's members adopted the Amendment to Limited Liability Company Agreement of TGC/Farkas Funding, LLC. Matthew Farkas signed the

1 Amendment to Limited Liability Company Agreement of TGC/Farkas Funding, LLC. A true and
2 correct copy of his email transmitting his signature is attached hereto as Exhibit 2-A. A true and
3 correct copy of the executed Amendment to Limited Liability Company Agreement of
4 TGC/Farkas Funding, LLC is attached hereto as Exhibit 2-B.

5 5. Indisputably, Matthew Farkas does not have the ability to control Plaintiff.

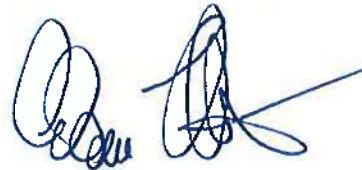
6 6. TGC 100 Investor, LLC did not authorize the retention of Raffi Nahabedian by or
7 on behalf of Plaintiff.

8 7. Additionally, neither Plaintiff nor TGC 100 Investor, LLC terminated Garman
9 Turner Gordon's representation.

10 8. Plaintiff has not engaged in settlement discussions with Defendants or settled this
11 matter.

12 I declare under penalty of perjury under the law of the State of Nevada that the foregoing
13 is true and correct.

14 Executed this 20th day of January, 2021.



15
16 ADAM FLATTO, Declarant

Exhibit 2-A

Dylan Ciciliano

From: Erika Turner
Sent: Thursday, January 14, 2021 5:11 PM
To: Dylan Ciciliano
Subject: FW: CamScanner 09-17-2020 11.58.12
Attachments: CamScanner 09-17-2020 11.58.12.pdf

Erika Pike Turner

Partner

GARMAN | TURNER | GORDON

P 725 777 3000 | D 725 244 4573
E eturner@gtg.legal

From: Matthew Farkas <farkm1@aol.com>
Sent: Thursday, September 17, 2020 11:59 AM
To: Michael Busch <mbusch@georgetownco.com>
Subject: CamScanner 09-17-2020 11.58.12

Scanned with CamScanner
<https://cc.co/16YRyq>

IN WITNESS WHEREOF, each of the undersigned have caused this Amendment to be executed as of the Effective Date.

COMPANY:

**TGC/FARKAS FUNDING LLC, a Delaware
limited liability company**

By: _____

Its: _____

Print Name: MATTHEW FARKAS

MEMBERS:

TGC 100 INVESTOR, LLC

By: _____

Adam Flatto, Manager



MATTHEW FARKAS, individually

SIGNATURE PAGE TO AMENDMENT TO LIMITED LIABILITY COMPANY AGREEMENT
OF TGC/FARKAS FUNDING LLC

Exhibit 2-B

**AMENDMENT TO LIMITED LIABILITY COMPANY AGREEMENT
OF TGC/FARKAS FUNDING, LLC**

THIS AMENDMENT TO LIMITED LIABILITY COMPANY AGREEMENT OF TGC/FARKAS FUNDING, LLC (this "Amendment"), dated as of this ___ day of August, 2020 (the "Effective Date"), is made by and among TGC/FARKAS FUNDING LLC, a Delaware limited liability company (the "Company"), TGC 100 INVESTOR, LLC, a Delaware limited liability company ("TGC Investor"), and MATTHEW FARKAS, an individual ("Farkas", and together with TGC Investor, the "Members").

RECITALS

WHEREAS, the Members entered into that certain Limited Liability Company Agreement of TGC/Farkas Funding, LLC, dated as of October 21, 2013 (the "Operating Agreement"), with respect to the Company; and

WHEREAS, in accordance with Section 4.1(b) and Section 10.1 of the Operating Agreement, the Members now desire to amend the Operating Agreement on the terms and conditions set forth herein, as of the Effective Date.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. DEFINED TERMS

1.1 **Capitalized Terms.** Capitalized terms used herein without definition shall have the same meanings as ascribed to such terms in the Operating Agreement.

SECTION 2. AMENDMENTS TO OPERATING AGREEMENT

2.1 **Section 3.4(a) of the Operating Agreement.** Section 3.4(a) of the Operating Agreement is hereby deleted in its entirety and replaced with the following:

“(a) Except as otherwise expressly provided for herein, the Members, unless they are the Administrative Member, shall not have any right or power to take part in the management or control of the Company or to act for or to bind the Company in any way.”

2.2 **Section 3.4(b) of the Operating Agreement.** The following shall be added to the end of Section 3.4(b) of the Operating Agreement:

“The Members may take any action provided for herein to be taken by the Members without a meeting, by the unanimous written consent of the Members.”

2.3 **Section 4.1(a) of the Operating Agreement.** Section 4.1(a) of the Operating Agreement is hereby amended to provide that, by unanimous written consent of the Members pursuant to this Amendment, as of the Effective Date, TGC Investor shall be the Administrative Member of the Company. As of the Effective Date, TGC Investor shall hold office as Administrative Member until it resigns as Administrative Member in a writing delivered to all Members and its successor shall have been appointed by the unanimous vote of the Members. From and after the Effective Date, any reference to the Administrative Member shall hereinafter mean TGC Investor, who shall act solely through its manager, Adam Flatto, or such other designee appointed by TGC Investor from time to time.

2.4 **Section 4.1(c) of the Operating Agreement.** The following Section 4.1(c) shall be added to the Operating Agreement:

“(c) The Administrative Member shall have full, exclusive and complete discretion, power and authority, subject in all cases to other provisions of this Agreement and the requirements of applicable law, to manage, control, administer and operate the business and affairs of the Company for the purposes herein stated and to make all decisions affecting such business and affairs, including, without limitation, the power to:

(i) acquire land, buildings or any other interest in real estate which may be necessary, convenient or incidental to the accomplishment of the purposes of the Company;

(ii) acquire by purchase, lease or otherwise, any personal property, tangible or intangible which may be necessary, convenient or incidental to the accomplishment of the purposes of the Company;

(iii) sell, dispose, trade or exchange Company personal property in the ordinary course of the Company’s business, including determining the terms and price upon which to sell the personal property;

(iv) purchase liability and other insurance to protect the Company’s properties and business;

(v) borrow money, mortgage or encumber Company property for and on behalf of the Company, and, in connection therewith, execute and deliver instruments evidencing such indebtedness;

(vi) sell or otherwise transfer the real and personal property of the Company or any part or parts thereof;

(vii) execute any and all agreements, contracts, documents, certifications, and instruments necessary or convenient in connection with the management, maintenance and operation of the Company’s real and personal property;

(viii) execute all other instruments and documents which may be necessary or in the opinion of the Administrative Member desirable to carry out the intent and purpose of the Agreement;

(ix) contract on behalf of the Company for the employment and services of employees and/or independent contractors and delegate to such persons the duty to manage or supervise any of the assets or operations of the Company;

(x) care for and distribute funds to the Members by way of cash, income, return of capital or otherwise, all in accordance with the provisions of this Agreement, and perform all matters in furtherance of the objectives of the Company or this Agreement;

(xi) enter into contracts and make any and all expenditures in connection therewith, which the Administrative Member, in its discretion, deems necessary or appropriate in connection with the management of the affairs of the Company and the performance of its obligations and responsibilities under this Agreement, including, without limitation, expenditures for legal, accounting and other related expenses incurred in connection with the organization, financing and operation of the Company;

(xii) determine whether or not distributions should be made to the Members, except as may specifically set forth elsewhere in this Agreement; and

(xiii) enter into any kind of activity necessary to, in connection with, or incidental to, the accomplishment of the purposes of the Company.”

2.5 **Section 4.1(d) of the Operating Agreement.** The following Section 4.1(d) shall be added to the Operating Agreement:

“(d) The business and affairs of the Company are to be managed and taken by the Administrative Member, as provided in this Section 4.1. Except as otherwise set forth hereinbelow, the Members shall have no rights or powers to take part in the management and control of the Company and its business affairs. Notwithstanding, the following matters shall require the unanimous vote of the Members:

(i) An amendment to the Articles, this Agreement or the purpose of this Agreement;

(ii) The removal or election of a new Administrative Member;

(iii) File a petition for bankruptcy of the Company; and

(iv) Unless otherwise provided in this Agreement, the termination and dissolution of the Company.

As provided in Section 3.4(b) of this Agreement, those matters to be voted on by the Members can be done by written consent. Such a written consent may be utilized at any meeting of the Members, or it may be utilized in obtaining approval by the Members without a meeting. Except for those matters specifically designated above or otherwise specifically provided in this Agreement, the consent or approval of the Members shall not be required to ratify any actions taken by the Administrative Member on behalf of the Company.”

2.6 **Section 4.5 of the Operating Agreement.** Section 4.5 of the Operating Agreement is hereby deleted in its entirety and shall be replaced by “Section 4.5 Liability Limited; No Fiduciary Duty” set forth below. Specifically, from and after the Effective Date, there will no longer be a CEO position with the Company; it being the intention of the Members of the Company for the Administrative Member to have all such authority of the Company and be the “manager” of the Company, as set forth in Section 4.1 of the Agreement.

“Section 4.5 Liability Limited; No Fiduciary Duty. The Administrative Member shall not be liable to the Company or any Member for any act or omission performed or omitted pursuant to the authority granted by this Agreement; provided that such limitation of liability shall not apply to the extent the act or omission was attributable to the fraud, gross negligence, or willful misconduct or knowing violation of law of the Administrative Member. This Agreement is not intended to, and does not, create or impose any fiduciary duty on any Member. Furthermore, each of the Members and the Company hereby waives any and all fiduciary duties that, absent such waiver, may be implied by applicable law, and in doing so, acknowledges and agrees that the duties and obligation of the Administrative Member and each Member to each other and to the Company are only as expressly set forth in this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of the Administrative Member otherwise existing at law or in equity, are agreed by the Members to replace such other duties and liabilities of such Person.

SECTION 3. MISCELLANEOUS

3.1 **Continued Effectiveness of Operating Agreement.** Except as specifically provided herein, all of the terms and conditions of the Operating Agreement shall remain in full force and effect.

3.2 **Governing Law.** This Amendment shall be governed by and construed under the laws of the State of Delaware (without regard to conflict of laws principles), all rights and remedies being governed by said laws.

3.3 **Headings.** Section and subsection headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose or be given any substantive effect.

3.4 **Counterparts; Effectiveness.** This Amendment may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a

single Amendment. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Delivery of an executed counterpart of a signature page of this Amendment by facsimile, electronic email or other electronic imaging means (*e.g.*, “pdf” or “tif”) shall be effective as delivery of a manually executed counterpart of this Amendment, each of which when so executed and delivered shall be deemed an original.

[Signature Page to Follow.]

IN WITNESS WHEREOF, each of the undersigned have caused this Amendment to be executed as of the Effective Date.

COMPANY:

**TGC/FARKAS FUNDING LLC, a Delaware
limited liability company**

By: _____

Its: _____

Print Name: _____

MEMBERS:

TGC 100 INVESTOR, LLC

By: _____

Adam Flatto, Manager

MATTHEW FARKAS, individually

IN WITNESS WHEREOF, each of the undersigned have caused this Amendment to be executed as of the Effective Date.

COMPANY:

**TGC/FARKAS FUNDING LLC, a Delaware
limited liability company**

By: _____

Its: _____

Print Name: MATTHEW FARKAS

MEMBERS:

TGC 100 INVESTOR, LLC

By: _____

Adam Flatto, Manager



MATTHEW FARKAS, individually

SIGNATURE PAGE TO AMENDMENT TO LIMITED LIABILITY COMPANY AGREEMENT
OF TGC/FARKAS FUNDING LLC

IN WITNESS WHEREOF, each of the undersigned have caused this Amendment to be executed as of the Effective Date.

COMPANY:

**TGC/FARKAS FUNDING LLC, a Delaware
limited liability company**

By: 

Its: _____

Print Name: MATTHEW FARKAS

MEMBERS:

TGC 100 INVESTOR, LLC

By: 

Adam Flatto, Manager


MATTHEW FARKAS, individually

SIGNATURE PAGE TO AMENDMENT TO LIMITED LIABILITY COMPANY AGREEMENT
OF TGC/FARKAS FUNDING LLC



1 RTRAN

2
3
4
5 DISTRICT COURT
6 CLARK COUNTY, NEVADA

7 TGC/FARKAS FUNDING, LLC,)
8 Plaintiff(s),)

CASE NO: A-20-822273-C

9 vs.

DEPT. XIII

10 FIRST 100, LLC,

11 Defendant(s).
12

13 BEFORE THE HONORABLE MARK R. DENTON, DISTRICT COURT JUDGE
14 THURSDAY, JANUARY 21, 2021

15 **RECORDER'S TRANSCRIPT OF HEARING RE:**
16 **SHOW CAUSE HEARING**

17 APPEARANCES VIA VIDEO CONFERENCING:

18
19 For the Plaintiff(s):

ERIKA PIKE TURNER, ESQ.
20 DYLAN T. CICILIANO, ESQ.

21 For the Defendant(s):

22 JOSEPH A. GUTIERREZ, ESQ.
23 JASON R. MAIER, ESQ.

24
25 RECORDED BY: JENNIFER GEROLD, COURT RECORDER

1 **Las Vegas, Nevada; Thursday, January 21, 2021**

2 [Proceeding commenced at 9:44 a.m.]

3
4 THE COURT: All right. It appears that the next one is
5 TGC/Farkas Funding, LLC versus First 100, LLC.

6 MS. TURNER: Good morning, Your Honor, --

7 MR. GUTIERREZ: Good morning, Your Honor, this is --

8 MS. TURNER: -- Erika Pike Turner of Garman Turner Gordon
9 on behalf of the Plaintiff, TGC/Farkas.

10 MR. GUTIERREZ: Good Morning, Your Honor, Joseph
11 Gutierrez and Jason Maier on behalf of the First 100 entities and Jay
12 Bloom in his individual capacity.

13 MS. TURNER: And for the record, Dylan Ciciliano is also
14 present on behalf of the Plaintiff.

15 THE COURT: Good morning. The calendar shows it to be on
16 for show cause hearing. Okay.

17 MS. TURNER: Yes, Your Honor. This --

18 THE COURT: I think something's been filed -- wasn't
19 something filed recently -- something's that been filed recently that -- a
20 motion by the other side, I think?

21 MR. GUTIERREZ: Yes, Your Honor.

22 MS. TURNER: Yes, Your Honor. We have an order to show
23 cause. There was a response. And then there was a motion to enforce
24 settlement agreement that was placed on calendar for next week. And
25 we responded to that filing last night. It couldn't be earlier because we

1 had to respond to this -- this action. It is our position that this settlement
2 agreement is a fraud on the Court. And it is part and parcel --

3 THE COURT: And I'll be hearing -- I'll be hearing them on a
4 motion, right?

5 MS. TURNER: It -- it will be. Our supplement addresses why
6 it is part and parcel of the contempt. Its interference with -- with the
7 performance from Defendants of the obligations under the judgment. We
8 are asking for a -- an evidentiary hearing on the extent of the contempt.
9 And, Your Honor, you probably didn't have enough time to read the
10 submission last night, but we have Defendants reaching out to a member
11 of the Plaintiff and having that Plaintiff -- or the member of the Plaintiff,
12 who has no control over Plaintiff, sign documents.

13 And they purported to provide him counsel who is Jay Bloom,
14 the manager of Defendants, to provide counsel to him. Counsel that
15 never advised him, never discussed it with him. We have a transcript
16 we've attached to the filing last night where it says --

17 THE COURT: Well, here's my -- here's my inclination: I'm
18 looking at Odyssey here. I don't see yet calendared the motion to
19 enforce the settlement agreement.

20 MS. TURNER: Your Honor, it was represented to us that this
21 hearing was vacated and that the hearing was set for next Thursday.
22 That was what was represented to us --

23 THE COURT: I don't see it in Odyssey. Let me hear from
24 opposing --

25 MR. GUTIERREZ: Your Honor, this is --

1 THE COURT: Yes.

2 MR. GUTIERREZ: -- this is Joseph Gutierrez on behalf of the
3 First 100 entities. Yeah, it was a -- you signed the OST earlier this week
4 and set the hearing on the Defendants' motion to enforce settlement for
5 January 28th at 9:00 am. And in your ruling --

6 THE COURT: Like I said, then why hasn't it been filed --
7 served and filed yet?

8 MR. GUTIERREZ: It has been served and filed.

9 THE CLERK: I'm sorry, Judge, I'm going to step in.

10 MR. GUTIERREZ: It was electronically filed on January 19th --

11 THE CLERK: I don't think --

12 MR. GUTIERREZ: -- at 4:00 pm.

13 THE CLERK: -- Master Calendar hasn't set it in Odyssey yet.

14 THE COURT: Oh, I see. There's a motion -- Odyssey shows
15 the motion filed on the 19th, okay, but it doesn't yet show the hearing
16 date, at least -- Madalyn, do you see it?

17 THE CLERK: It's not -- it's because Master Calendar hasn't
18 set the hearing yet.

19 THE COURT: But it's going to be on -- I signed an OST,
20 apparently, right?

21 THE CLERK: Yep. Yep. It should be set. I'll set it right now
22 so there's no confusion and I'll reach out to Master Calendar because
23 they should've set it [indiscernible].

24 THE COURT: Okay. And that was the OST was for the 28th;
25 is that right? Okay. Here's what I'd like to do, yeah, I see it now. Okay.

1 Here's what I'd like to do, I'd like to just go ahead and pass this to the
2 28th at the same time I hear the motion to enforce settlement agreement.
3 If it appears that an evidentiary hearing is to be set, then I'll set it at that
4 time.

5 MS. TURNER: Your Honor, I appreciate that.

6 MR. GUTIERREZ: Thank you, Your Honor.

7 MS. TURNER: Part of the issue that we have, and it's
8 important that we bring it up, is in that order setting the hearing for next
9 week, there's a provision that says the order setting judgment debtor
10 exam is vacated. And we have the transcript attached to the filing last
11 night where it's indicated that the purpose of this whole action, this whole
12 purported settlement agreement that doesn't actually exist, the purpose is
13 so that assets could be sold. So we are concerned that, Your Honor,
14 without the proper papers, it's just one sentence that says, I agree to set
15 the hearing on the order shortening time on the motion to enforce
16 settlement agreement and then it says, the judgment debtor exam is
17 vacated.

18 THE COURT: Where is that?

19 MS. TURNER: It's in this order that was submitted to set the
20 hearing for next week.

21 THE COURT: Oh, I thought you said -- I understood you to
22 say you hadn't seen it yet. I'm sorry, I guess, I misunderstood.

23 MS. TURNER: No.

24 MR. GUTIERREZ: Your Honor, the order says specifically
25 that post-judgment discovery are stayed until further order of the Court

1 and that this show cause hearing is continued until further order of the
2 Court because it's our position there's a valid settlement agreement. We
3 can just set that on the 28th when we hear Defendants' motion to enforce.
4 And the arguments raised by counsel, which we strongly object to, and
5 there's several misrepresentations that we're going to point out to the
6 Court, but these issues can be decided next week, Your Honor.

7 THE COURT: Okay.

8 MR. CICILIANO: Your Honor, this is Dylan Ciciliano, in the --
9 the order setting judgment debtor exam, there's the standard language
10 that prohibits a debtor from transferring the property. It's not clear, based
11 on this motion to enforce settlement agreement, where it says that post-
12 judgment discovery proceedings in this matter are stayed until further
13 order of the Court. Whether or not that vacates that provision, and I think
14 Ms. Turner's still seeking clarification --

15 THE COURT: It doesn't.

16 MR. CICILIANO: Okay.

17 THE COURT: I don't see where it vacates that provision.

18 MR. CICILIANO: Perfect.

19 THE COURT: It says post-judgment discovery proceedings
20 are stayed.

21 MR. CICILIANO: Okay. And we just wanted to be clear on
22 that. That's all, Your Honor.

23 THE COURT: Yeah. That's all that says is post-judgment
24 discovery proceedings are stayed. It doesn't say anything about
25 disposition of assets or transfers or anything like that.

1 MS. TURNER: No, it's their order setting judgment debtor
2 exam that was the concern, but with that clarification, we have no issue
3 with setting this over to next week. And we'll respond --

4 THE COURT: All right. Very well. It's the 28th at 9:00 am.
5 Okay?

6 MS. TURNER: Thank you, Your Honor.

7 MR. GUTIERREZ: Thank you, Your Honor.

8 THE COURT: All right. Thank you.

9 [Proceeding concluded at 9:51 a.m.]

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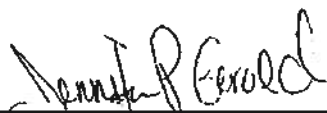
19 ATTEST: I do hereby certify that I have truly and correctly transcribed the
20 audio/video proceedings in the above-entitled case to the best of my ability.
21 Please note: Technical glitches in the BlueJeans system resulting in
audio/video distortion and/or audio cutting out completely were
experienced and are reflected in the transcript.

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Jennifer P. Gerold
Court Recorder/Transcriber



OPPC

GARMAN TURNER GORDON LLP
ERIKA PIKE TURNER
Nevada Bar No. 6454
Email: eturner@gtg.legal
DYLAN T. CICILIANO
Nevada Bar. No. 12348
Email: dciciliano@gtg.legal
7251 Amigo Street, Suite 210
Las Vegas, Nevada 89119
Tel: (725) 777-3000
Fax: (725) 777-3112
Attorneys for Plaintiff/Judgment Creditor

DISTRICT COURT

CLARK COUNTY, NEVADA

TGC/FARKAS FUNDING, LLC,

Plaintiff/Judgment Creditor,

vs.

FIRST 100, LLC, a Nevada Limited Liability
Company; FIRST ONE HUNDRED
HOLDINGS, LLC, a Nevada limited liability
company aka 1st ONE HUNDRED HOLDINGS
LLC, a Nevada Limited Liability Company,

Defendants/Judgment Debtors.

CASE NO. A-20-822273-C
DEPT. 13

**OPPOSITION TO DEFENDANTS'
MOTION TO ENFORCE SETTLEMENT
AND VACATE POST-JUDGMENT
DISCOVERY PROCEEDINGS; AND
COUNTERMOTION 1) TO STRIKE THE
AFFIDAVIT OF JASON MAIER, AND
2) FOR SANCTIONS**

Date of Hearing: January 28, 2021

Plaintiff/Judgment Creditor TGC/FARKAS FUNDING, LLC ("Plaintiff"), by and through counsel, the law firm of Garman Turner Gordon LLP, hereby opposes the *Motion To Enforce Settlement and Vacate Post-Judgment Discovery Proceedings* (the "Motion") filed by Defendants/Judgment Debtors FIRST 100, LLC and FIRST ONE HUNDRED HOLDINGS, LLC, aka 1st ONE HUNDRED HOLDINGS LLC (collectively, the "Defendants") and countermoves to strike the Declaration of Jason Maeir submitted in support of the Motion, pursuant to Eighth Judicial District Court Rule ("EDCR") 2.21(c) and for the imposition of appropriate sanctions pursuant to EDCR 7.60(b)(1), (3), and/or (5), jointly and severally, against Defendants, their manager Jay Bloom ("Bloom"), and their counsel (the "Countermotion").

This Opposition and Counter-motion is made and based upon the following Memorandum of Points and Authorities, the exhibits attached to the Appendix of Exhibits in support of Plaintiff's Opposition to the Motion and Counter-motion (the "App"), including the Declaration of Matthew

1 Farkas ("Farkas Dec"), attached to the App as **Exhibit 1**, and the Declaration of Dylan Ciciliano,
2 Esq., counsel for Plaintiff ("Ciciliano Dec"), attached to the App as **Exhibit 2**, exhibits thereto,
3 the other papers already on file herein, including the *Motion to Confirm Arbitration Award* filed
4 herein on October 1, 2020 and the *Decision and Award of Arbitration Panel* attached as Exhibit 1
5 thereto (the "Arb Award"), *Order Granting Plaintiff's Motion to Confirm Arbitration Award and*
6 *Denying Defendants' Countermotion to Modify Award, and Judgment* entered herein on November
7 17, 2020 (the "Judgment"), the *Application for Order to Show Cause Why Defendants and Bloom*
8 *Should Not Be Held in Contempt of Court* entered herein on December 18, 2020 (the "OSC"), the
9 *Supplement to the OSC* filed herein on January 20, 2021 (the "Supplement"), the *Orders for*
10 *Judgment Debtor Examination* entered herein on December 18, 2020 (the "JDE Order"), the
11 *Opposition to the OSC* filed by Defendants herein on January 20, 2021, and any oral argument the
12 Court will permit at the hearing of this matter.

13 MEMORANDUM OF POINTS AND AUTHORITIES

14 I

15 SUMMARY

16 There are certain factors that are not present in any enforceable settlement agreement, as
17 they are clear badges of fraud, including that the settlement agreement was not negotiated, no
18 consideration was provided to Plaintiff, the settlement agreement was not authorized by Plaintiff,
19 Bloom coerced the settlement agreement from a member of Plaintiff, Matthew Farkas ("Farkas"),
20 who lacked requisite authority to bind Plaintiff,¹ and the settlement agreement was actively
21 concealed from Plaintiff's known counsel until the Motion was filed. These patently relevant
22 factors were intentionally omitted from the Motion to secure an order shortening time and
23 corresponding disruption of the OSC hearing and Plaintiff's other Judgment enforcement efforts.

24 The arbitration panel found Defendants engaged in a "long and bad faith effort" to deny
25 Plaintiff statutory and contractual rights of inspection of Defendants' business records. (Arb

26 ¹ Defendants are in a Catch-22 by arguing that Farkas had apparent authority to bind Plaintiff
27 because he signed where it indicates he is a "manager" of Plaintiff, as Defendants were prohibited
28 as a matter of law (discussed further, *infra*) from directly presenting the settlement agreement to
Farkas (former manager of Plaintiff) with the intention of denying Plaintiff the benefit of counsel.

1 Award, p. 2). Those bad faith efforts to deny Plaintiff's rights have continued and expanded since
2 the Arb Award was entered. As set forth in the OSC and Supplement at length, Defendants have
3 failed to comply with the Arb Award or subsequent Judgment thereon in any manner. There has
4 not been one document produced. Desperate to further conceal the truth regarding where Plaintiff's
5 \$1 million investment in Defendants went and other pertinent information regarding Defendants'
6 business and assets, Defendants have now contrived a "settlement" in their attempt to obviate
7 Plaintiff's Judgment without any consideration.²

8 As supported by the Farkas Dec, the Ciciliano Dec, and the exhibits thereto, the sham of a
9 settlement agreement attached to the Motion was only procured upon violations of Nevada's Rules
10 of Professional Conduct ("NRPC") by counsel for Bloom and Defendants and other intentional
11 misconduct from Bloom in what is clearly a concerted effort for Defendants to avoid their
12 obligations under the Judgment. When applicable legal and equitable principles are applied to the
13 subject Settlement, it is rendered absolutely unenforceable.

14 Not only should the Motion be denied, but given that the settlement scheme is for the
15 purpose of interfering with the administration of justice and denying Plaintiff's Judgment rights,
16 the Countermotion for sanctions should be granted. *See* EDCR 7.60(b) (providing authority for
17 the Court to impose upon a party or an attorney any and all sanctions which may, under the facts
18 of the case, be reasonable, including the imposition of fines, costs or attorney's fees, particularly
19 when a motion is presented that is frivolous, unnecessary or unwarranted or multiples the
20 proceedings in a case unreasonably and vexatiously); *see also* NRS 7.085 (providing authority for
21 the Court to impose upon an attorney sanctions for frivolous or vexatious proceedings).

22 Finally, Defendant's counsel Jason Maier submitted the only declaration in support of the
23 Motion, despite the fact he is admittedly without any personal knowledge necessary to evidence a
24 valid and enforceable settlement agreement, which requires the declaration be stricken under EDC
25 2.20(c).

26 ///

27 ² It is notable that Plaintiff, as a member of Defendants, would still be entitled to inspect
28 Defendants' records, notwithstanding the purported settlement.

1 II.

2 **STATEMENT OF RELEVANT FACTS**

3 **A. Plaintiff is exclusively controlled by TGC 100 Investor, LLC, not Farkas.**

4 1. Plaintiff is a Delaware Limited Liability Company with two members, TGC 100
5 Investor, LLC ("TGC Investor") and Farkas.³

6 2. Farkas was the manager of Plaintiff until September 17, 2020.⁴ In the arbitration
7 proceedings resulting in the Arb Award, Farkas found himself "conflicted as a result of [his]
8 familial relationship with Mr. Bloom."⁵ That conflict resulted in Bloom manipulating Farkas into
9 providing Bloom with attorney-client privileged documents between Plaintiff and its counsel.⁶

10 3. On September 17, 2020, two-days after the Arb Award, Plaintiff's members came
11 to a resolution to ease the conflict in which Farkas found himself.⁷ That day, Plaintiff's members
12 adopted an amended operating agreement for Plaintiff, whereby TGC Investor had "full, exclusive,
13 and complete discretion, power and authority" . . . "to manage, control, administer and operate the
14 business and affairs of the Company."⁸

15 4. After signing the Amendment, Farkas "informed Mr. Bloom that [he] no longer had
16 any role in the management of Plaintiff."⁹ At no time since the Amendment has Farkas
17 (knowingly) represented he had the authority to bind Plaintiff.¹⁰

18 **B. For years Defendants have subverted Plaintiff's rights to inspect Defendants' records.**

19 5. Plaintiff "invested \$1 million into the business of [Defendants] in exchange for a"
20 membership interest in Defendants.¹¹

21 ³ See the Operating Agreement, Motion at Exh. C.

22 ⁴ Supplement at Exhibit 2-B; Farkas Dec, App Exh. 1-A, Bates No. OPP003, at ¶ 5.

23 ⁵ Farkas Dec, App Exh. 1, Bates No. OPP003, at ¶ 5. Bloom is married to Farkas' sister.

24 ⁶ *Id.*

25 ⁷ *Id.* at ¶ 6 App Exh. 1-A.

26 ⁸ See App Exh. 1-A.

27 ⁹ Farkas Dec, App Exh. 1, Bates No. OPP003, at ¶ 8.

28 ¹⁰ *Id.* at ¶ 17.

¹¹ Arb Award, at p. 2.

1 6. Bloom is Defendants' manager, principal, and chairman.¹²

2 7. Beginning on May 2, 2017, Plaintiff made requests to inspect Defendants' records
3 pursuant to its status as a member of Defendants.¹³

4 8. Defendants refused to produce the company records to Plaintiff despite multiple
5 requests and arbitration proceedings being commenced, which the arbitration panel found to be "a
6 *long and bad faith effort by [Defendants] to avoid their statutory and contractual duties to a*
7 member to produce requested records."¹⁴

8 9. On September 15, 2020, the arbitration panel entered its Arb Award, wherein it
9 compelled Defendants to produce the requested records within 10 days of entry of the award and
10 awarded Plaintiff all of its fees and costs.¹⁵

11 10. On November 17, 2020, the Court confirmed the Arb Award and entered the
12 Judgment.

13 11. Ironically, given the Judgment on the Arb Award, even if the Court were to enforce
14 the settlement agreement, Plaintiff would still be entitled to inspect Defendants books and records,
15 and *res judicata* prevents Defendants from disputing the right.¹⁶

16 **C. Defendants are attempting to interfere with Plaintiff's Judgment enforcement efforts.**

17 12. The Judgment established that Defendants were to produce records to Plaintiff as
18 set forth in the final Arb Award, which required Defendants "[were] to forthwith, but no later than
19 ten (10) calendar days from the date of this AWARD [September 15, 2020], make all the requested
20 documents and information available from both companies to Claimant for inspection and
21 copying." No documents were produced as ordered.¹⁷

22 ¹² See the settlement agreement attached to the Motion, signed by Bloom as "manager" of
23 Defendants; *see also* Defendants' Limited Opposition to Motion to Confirm Arbitration Award
and Countermotion to Modify Award per NRS 38.242, at Exh. A (Declaration of Bloom, ¶ 3).

24 ¹³ Arb Award, at pp. 2-3.

25 ¹⁴ *Id.* at p. 2 (emphasis added).

26 ¹⁵ *Id.* at p. 5.

27 ¹⁶ *Int'l Ass'n of Firefighters, Local 1285 v. City of Las Vegas*, 107 Nev. 906, 915, 823 P.2d 877,
882 (1991)(applying *res judicata* to arbitration awards).

28 ¹⁷ See OSC, at p. 3, ¶6.

1 13. On December 18, 2020, the Court entered the OSC and set a hearing for January
2 21, 2021.

3 14. On December 21, 2020, the Court entered orders subjecting Defendants and Bloom
4 to Judgment Debtor Exams to discover the location of Defendants' records and accounts, which
5 examinations were scheduled for January 25, 2021.

6 15. On December 18, 2020, Plaintiff issued post-judgment discovery to Defendants,
7 including interrogatories, requests for production of documents and notices of intent to issue
8 subpoenas.

9 16. Despite that responses to written requests for discovery were due on or before
10 January 17, 2021, Defendants failed to provide any discovery requested.¹⁸ Instead of responding
11 to the discovery requests, Defendants, Bloom and MGA objected and otherwise refused to provide
12 responses or attend depositions/examinations.¹⁹

13 **D. The alleged settlement agreement was "secretly" entered into by Bloom and his**
14 **brother-in-law, Farkas, who had no authority to execute the agreement.**

15 17. When Defendants, Bloom, and MGA were creating excuses for not responding to
16 post-judgment discovery, they knew of the existence of the alleged settlement agreement, dated
17 January 6, 2021, yet the settlement agreement was not produced to Plaintiff until the Motion was
18 filed.²⁰

19 18. To further effectuate their scheme to avoid the Judgment, in addition to the
20 settlement agreement, there was a further concealed (and ultimately failed) effort to supplant
21 Plaintiff's counsel with Bloom's personal counsel, Raffi Nahabedian, Esq. ("Nahabedian"),
22 subsequent to the settlement agreement being executed in order to try to effectuate a dismissal of
23 the Judgment without consideration.

24 19. Nahabedian is Bloom's *current* personal counsel. In fact, Nahabedian represents
25 Bloom before this very Court. *See Nevada Speedway LLC v. Bloom*, Case No. A-20-809882-B

26 ¹⁸ Ciciliano Dec, App Exh. 1, Bates No. OPP022-23, at ¶ 4.

27 ¹⁹ See Supplement at Exhs. 1-C to 1-H (Bloom's correspondence, MGA's objections on behalf of
28 itself, Defendants and Bloom, and notice of no compliance pending the Motion being resolved).

²⁰ Ciciliano Dec, App Exh. 1, Bates No. OPP023, at ¶ 5.

(Judge Denton presiding, Feb. 2, 2020).²¹

20. Notwithstanding his current representation of Defendants' manager, on January 14, 2021, Nahabedian sent a letter to Plaintiff's counsel (Garman Turner Gordon, or "GTG") claiming that he had been retained to represent Plaintiff by Farkas, that GTG was terminated, that GTG was to execute a substitution of counsel, and that Plaintiff would be dismissing this matter pursuant to a settlement.²² While Nahabedian's letter claims that it was attaching the settlement agreement, it did not.²³

21. Despite repeated request, Nahabedian and MGA failed and/or refused to disclose the settlement agreement to GTG until the Motion.²⁴

22. On January 15, 2021, GTG addressed Nahabedian's demand for substitution as Plaintiff's counsel, including Nahabedian's clear conflict(s) of interest and the lack of authority to make the demand.²⁵ In response to the January 15, 2021 letter from GTG, Nahabedian stepped back and he disavowed any involvement in settlement negotiations or the drafting of any settlement documents.²⁶ On January 20, 2021, Nahabedian went further and withdrew his purported representation of Plaintiff.²⁷

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²¹ Nahabedian has also previously represented Defendants' affiliate (Kal-Mor-USA, LLC) in conjunction with MJA representing Defendants in multiple cases. *See e.g.* Case No.'s A-14-705587-C, A-16-730447-C.

²² App Exh. 2-B, Bates No. OPP059

²³ *Id.*; Ciciliano Dec, App Exh. Bates No. OPP023, 1 at ¶ 5.

²⁴ Ciciliano Dec, App Exh. 2, Bates No. OPP023, at ¶ 5; App Exh. 2-C, Bates No. OPP065.

²⁵ App Exh. 2-D, Bates No. OPP072

²⁶ Supplement, at Exh. 1-I.

²⁷ App Exhibit 2-E, Bates No. OPP075. Despite being advised on January 15, 2021 that Plaintiff had counsel and that Plaintiff's manager did not authorize the representation/substitution, the January 20, 2021 termination letter was sent directly to Farkas and not copied to Plaintiff's manager, TGC Investor, or Plaintiff's counsel of record, GTG. Ciciliano Dec, App Exh. 2, Bates No. OPP023, at ¶ 7. Further, despite no substitution being finalized, Nahabedian communicated directly with Farkas via telephone and communicated with Farkas using Bloom as the conduit. (Farkas Dec, at ¶¶ 12-15) in violation of NRPC 4.2 (Communication with Person Represented by Counsel) and/or 4.3 (Dealing with Unrepresented Persons).

1 **E. Defendants, Bloom and their counsel MJA have schemed against Plaintiff by coercing**
2 **Farkas into *ultra vires* actions, including executing the settlement agreement, not**
3 **authorized by Plaintiff.**

4 23. After receiving the Motion, GTG contacted Farkas, Plaintiff's member and former
5 manager. Farkas explained the applicable facts, thereby establishing a scheme by Defendants,
6 Bloom and their counsel to secure dismissal of the Judgment by coercing Farkas into executing
7 documents without the benefit of counsel that purportedly bind Plaintiff, including the legal
8 representation letter with Nahabedian, the form of substitution of counsel and the settlement
9 agreement.²⁸

10 24. Bloom threatened his brother-in-law, Farkas, stating that Defendants and Bloom's
11 counsel, Joseph Gutierrez of MGA, would sue Farkas if he did not cooperate and sign the
12 documents Bloom was providing him.²⁹

13 25. Despite Farkas being a member and former manager of Plaintiff—and according to
14 the Motion, Defendants, Bloom and their counsel thought he was still the manager of Plaintiff—
15 Joe Gutierrez of MGA ("Gutierrez") communicated directly with Farkas in violation of NRPC
16 4.2.³⁰ In discussions, Gutierrez disclosed that MGA was owed millions of dollars in legal fees and
17 the only way they foresaw recovering the fees is if this action was dismissed and Defendants were
18 able to sell off an asset so MGA would collect a contingency fee.³¹

19 26. Bloom told Farkas that it was Gutierrez who recommended that Farkas retain
20 Nahabedian to effectuate dismissal of the Judgment.³²

21 ²⁸ Farkas consented to tape the conversation with Dylan Ciciliano, Esq., a transcript of which is
22 attached to the App at Exhibit 2-A.

23 ²⁹ Farkas Dec, App Exh. 1, Bates No. OPP003, at ¶ 9; Exh. 2-A at p. 13:10-21. The threat of
24 adverse action is without any known basis in law or fact. Farkas' only duties relating to the Arb
25 Award, Judgment and the Judgment's enforcement would be due to Plaintiff, not Defendants or
26 Bloom.

27 ³⁰ Farkas Dec, App Exh. 1, Bates No. OPP003, at ¶ 9; Exh. 2-A at p. 13:10-21, 18:1-25; Ciciliano
28 Dec, at ¶ 10. Even if Gutierrez believed that Farkas was not represented by GTG in his individual
capacity, the subject matter of the communications was not limited to Farkas' individual interests,
but extended to Plaintiff's interest in the Judgment and its enforcement that should have included
GTG.

³¹ Exh. 2-A, at p. 18:13-25; Ciciliano Dec, App Exh. 2, Bates No. OPP023, at ¶ 8.

³² Farkas Dec, App Exh. 1, Bates No. OPP003, at ¶ 10; Exh. 2-A at p. 17:8-14.

1 27. On January 6, 2021, Bloom sent Farkas a number of documents to a UPS store by
2 Farkas' house.³³ Bloom demanded that Farkas immediately sign the documents and have the UPS
3 store scan the documents and send them back to Bloom.³⁴ Bloom promised Farkas that if he signed
4 the documents it would absolve Farkas from being sued.³⁵

5 28. Farkas did not review any of the documents sent by Bloom, let alone review them
6 with counsel.³⁶

7 29. In the documents that Bloom provided Farkas was an engagement letter for
8 Nahabedian.³⁷ Farkas believed that if he signed the document, it just meant he would have his own
9 legal counsel in the case that Farkas was sued as Bloom made him believe would happen.³⁸ Farkas
10 did not read the engagement agreement and instead signed the last page and returned it to Bloom.³⁹
11 Critically, as Nahabedian's existing duties were to Bloom, Nahabedian did not actually have any
12 communication with Farkas until after the engagement agreement was signed and there was no
13 effort by him to explain his intended role or to obtain any informed consent to his representation
14 or to disclose and obtain an informed waiver of Nahabedian's conflict with the concurrent
15 representation of Bloom and former representation of Defendants and/or their affiliates.⁴⁰ The
16 engagement letter calls for a \$2,500 retainer that Farkas did not pay.⁴¹ At no point did Farkas
17 realize or intend to retain Nahabedian to represent Plaintiff, nor did he think he had the ability to
18 hire or fire Plaintiff's counsel.⁴²

19 30. Also included in the documents Bloom sent Farkas was the alleged settlement

20 ³³ Farkas Decl., App Exh. 1, Bates No. OPP004, at ¶ 11; Exh. 2-A, at p. 14:19-22.

21 ³⁴ Farkas Decl., App Exh. 1, Bates No. OPP004, at ¶ 11; Exh. 2-A, at pp. 13:22-25, 14:19-22.

22 ³⁵ Farkas Decl., App Exh. 1, Bates No. OPP004, at ¶ 11; Exh. 2-A at p. 10:9-13.

23 ³⁶ Farkas Decl., App Exh. 1, Bates No. OPP004, at ¶¶ 11-12; Exh. 2-A at p. 13:17-14:6.

24 ³⁷ Farkas Decl., App Exh. 1, Bates No. OPP004, at ¶ 12; Exh. 2-A at p. 15:1-22.

25 ³⁸ Farkas Decl., App Exh. 1, Bates No. OPP004, at ¶ 12; Exh. 2-A at p. 15:1-4.

26 ³⁹ Farkas Decl., App Exh. 1, Bates No. OPP004, at ¶ 12.

27 ⁴⁰ Farkas Decl., App Exh. 1, Bates No. OPP004, at ¶ 15.

28 ⁴¹ Farkas Decl., App Exh. 1, Bates No. OPP004, at ¶ 14; Exh. 2-A at p. 26:25-27:4.

⁴² Farkas Decl., App Exh. 1, Bates No. OPP004, at ¶¶ 13-15.

1 agreement.⁴³ Farkas did not participate in the drafting of the settlement agreement, did not review
2 it before he signed it or have counsel review it with him.⁴⁴ Farkas signed the settlement agreement
3 under duress, as he believed that he would be sued if he did not sign the document.⁴⁵ At no point
4 did Farkas tell Bloom that he had the authority to sign the settlement agreement on behalf of
5 Plaintiff or to act on Plaintiff's behalf.⁴⁶

6 31. Bloom also presented Farkas with a January 6, 2021, letter from Farkas to GTG,
7 terminating GTG as Plaintiff's counsel.⁴⁷ Farkas did not draft or participate in the drafting of the
8 letter and he did not send the letter to GTG- it came from Nahabedian who presumably received it
9 from Bloom.⁴⁸

10 III.

11 LEGAL ARGUMENT

12 A. Neither the law nor equity permits the specific performance of the settlement 13 agreement.

14 "A settlement agreement, which is a contract, is governed by principles of contract
15 law." *Mack v. Estate of Mack*, 125 Nev. 80, 95, 206 P.3d 98, 108 (2009)(internal citations omitted).
16 "As such, a settlement agreement will not be an enforceable contract unless there is "an offer and
17 acceptance, meeting of the minds, and consideration." *Id.*

18 Because requests to enforce settlement agreements seek "specific performance," the
19 actions are equitable in nature. *Park W. Companies, Inc. v. Amazon Constr. Corp.*, 473 P.3d 459
20 (Nev. 2020); *see also Calabi v. Gov't Emps. Ins. Co.*, 728 A.2d 206, 208 (Md. 1999) ("Because
21 a settlement agreement is a type of contract, a motion by a party who is to be released from the
22 adversary's claim that seeks to enforce the settlement agreement seeks a decree that the contract
23

24 ⁴³ Farkas Decl., App Exh. 1, Bates No. OPP004, at ¶ 16.

25 ⁴⁴ Farkas Decl., App Exh. 1, Bates No. OPP004, at ¶ 16; Exh. 2-A at p. 8:3-7.

26 ⁴⁵ Farkas Decl., App Exh. 1, Bates No. OPP004, at ¶ 16; Exh. 2-A at p. 13:17-14:6.

27 ⁴⁶ Farkas Decl., App Exh. 1, Bates No. OPP005, at ¶ 17; Exh. 2-A at p. 10:20-25.

28 ⁴⁷ Farkas Decl., App Exh. 1, Bates No. OPP005, at ¶ 19.

⁴⁸ Farkas Decl., App Exh. 1, Bates No. OPP005, at ¶ 19.

1 be specifically performed.''); *see also* 81A C.J.S. *Specific Performance* § 2 (2015) ("The remedy
2 of specific performance is equitable in nature" and therefore "governed
3 by equitable principles"). Moreover, "specific performance is available only when: "(1) the terms
4 of the contract are definite and certain; (2) the remedy at law is inadequate; (3) the appellant has
5 tendered performance; and (4) the court is willing to order [specific performance]." *Mayfield v.*
6 *Koroghli*, 124 Nev. 343, 351, 184 P.3d 362, 367 (2008).

7 **1. Defendants do not submit any admissible evidence that would substantiate the**
8 **settlement agreement.**

9 Importantly, the Motion is not supported by the declaration of any person with personal
10 knowledge of the settlement agreement. The Motion is solely supported by the declaration of Jason
11 R. Maier, Esq. of MGA ("Maier"), who is being proffered as Defendants' sole witness.
12 Conspicuously, Maier disclaims all direct knowledge of the execution or negotiation of the
13 settlement agreement. (Motion at p. 2 ("My law firm did not have any involvement with the
14 preparation or negotiation of the settlement agreement.")). Likewise, the Motion fails to establish
15 Farkas' authority to bind Plaintiff. Instead, Maier's naked musing in his declaration is that he
16 "believes" Farkas had authority to settle the claims. Maier's belief is completely irrelevant given
17 his purported lack of involvement in the execution of the agreement. Mr. Maier's declaration is
18 not made on personal knowledge and therefore must be stricken. EDCR 2.20(c).

19 **2. Farkas did not have actual authority to sign the settlement agreement.**

20 "To bind a principal, an agent must have actual authority ... or
21 apparent authority." *Simmons Self-Storage v. Rib Roof, Inc.*, 130 Nev. 540, 549, 331 P.3d 850, 856
22 (2014) (citing *Dixon v. Thatcher*, 103 Nev., 414, 417, 742 P.2d 1029, 1031 (1987)). "An agent
23 acts with actual authority when, at the time of taking action that has legal consequences for the
24 principal, the agent reasonably believes, in accordance with the principal's manifestations to the
25 agent, that the principal wishes the agent so to act," Restatement (Third) of Agency § 2.01 (2006).
26 When examining whether actual authority exists, we focus on an agent's reasonable belief. *Id.* §
27 2.02 & cmt. e ("Whether an agent's belief is reasonable is determined from the viewpoint of a
28 reasonable person in the agent's situation under all of the circumstances of which the agent has

1 notice.”).

2 It is undisputed that through Plaintiff’s amended operating agreement, TGC Investor had
3 “full, exclusive, and complete discretion, power and authority” . . . “to manage, control, administer
4 and operate the business and affairs of the [Plaintiff].” (App Exh 3 at Bates OPP113, Amendment;
5 Farkas Decl., App Exh 1, at ¶ 7). This expressly prevents Farkas from taking any action on behalf
6 Plaintiff, and as a matter of law, he did not have actual legal authority as of September 17, 2020.
7 (See Farkas Decl., App Exh. 1, at ¶8).

8 Moreover, there was no apparent authority. “An agent has apparent authority where the
9 “principal holds his agent out as possessing or permits him to exercise or to represent himself as
10 possessing” and “there must also be evidence of the principal’s knowledge and acquiescence.”
11 *Simmons Self-Storage v. Rib Roof, Inc.*, 130 Nev. 540, 550, 331 P.3d 850, 857 (2014)(quoting *Ellis*
12 *v. Nelson*, 68 Nev. 410, 418–19, 233 P.2d 1072, 1076 (1951)). Thus, “[a]pparent authority (when
13 in excess of actual authority) proceeds on the theory of equitable estoppel; it is in effect an estoppel
14 against the owner to deny agency when by his conduct he has clothed the agent
15 with apparent authority to act.” *Ellis v. Nelson*, 68 Nev. 410, 418–19, 233 P.2d 1072, 1076 (1951).
16 Moreover, to be clothed with apparent authority, there “must also be evidence of the principal’s
17 knowledge and acquiescence in them.” *Id.* There is no authority “simply because the party claiming
18 has acted upon his conclusions.” *Id.* There can only be apparent authority, “where a person of
19 ordinary prudence, conversant with business usages and the nature of the particular business,
20 acting in good faith, and giving heed not only to opposing inferences but also to all restrictions
21 which are brought to his notice, would reasonably rely.” *Id.* (noting that where inferences against
22 the existence of apparent authority are as equally reasonable as those supporting it, a party may
23 not rely on apparent authority).

24 Thus, “a party claiming apparent authority of an agent as a basis for contract formation
25 must prove (1) that he subjectively believed that the agent had authority to act for the principal and
26 (2) that his subjective belief in the agent’s authority was objectively reasonable.” *Great Am. Ins.*
27 *Co. v. Gen. Builders, Inc.*, 113 Nev. 346, 352, 934 P.2d 257, 261 (1997). Reasonable reliance “is
28 a necessary element.” *Id.*; *Forrest Tr. v. Fid. Title Agency of Nevada, Inc.*, 281 P.3d 1173 (Nev.

2009); Moreover, “the party who claims reliance must not have closed his eyes to warnings or inconsistent circumstances.” *Great Am. Ins. Co.*, 113 Nev. at 352, 934 P.2d at 261, citing *Tsouras v. Southwest Plumbing and Heating*, 94 Nev. 748, 751, 587 P.2d 1321, 1322 (1978). As the Supreme Court has explained, “the reasonable reliance requirement [] include[s] the performance of due diligence” to learn the voracity of representations. *In re Cay Clubs*, 130 Nev. 920, 932–33, 340 P.3d 563, 571–72 (2014).

Here, Farkas “informed Mr. Bloom that [he] no longer had any role in the management of Plaintiff.” (Farkas Dec. at ¶ 8; Exh. 2-A at p. 11:2-18; p. 24:10-17). Thus, there can never be apparent authority. But even if he did not so inform Bloom, nothing suggests reasonable reliance by Defendants or that Plaintiff acquiesced to Farkas’s actions. To the contrary, Defendants intentionally concealed the settlement agreement from Plaintiff and its counsel. On the evening of January 14, 2021, Nahabedian told GTG there was a settlement- the very first mention of a settlement, and as soon as it was discovered, it was immediately repudiated. (*See* Exh. 2-C at Bates OPP068, p. 3 (January 15, 2021 Email “For the avoidance of doubt . . . there has been no settlement.”); Bates OPP069, p.4 (January 15, 2021, Email demanding settlement agreement)).

Defendants were also well aware that Plaintiff had counsel. Under normal circumstances, Defendants’ counsel should have consulted with Plaintiff’s counsel to discuss settlement options, and at the very least verify the authority of the person executing the settlement agreement to bind Plaintiff. There is no reason to go behind Plaintiff’s counsel’s back, but-for Defendants attempts to deny Plaintiff the benefit of counsel while Defendants, Bloom and their counsel were effectuating their scheme. There is absolutely no other explanation. And at the very least, the concealment from counsel is a glaring red flag that eliminates any argument of apparent authority.

In sum, there is absolutely no evidence of Plaintiff’s acquiescence to Farkas’ alleged authority. In fact, all of the evidence proves that Defendants were trying to pull a fast one, and Plaintiff has done everything to repudiate and prevent the wrongful action since discovery. If Farkas had authority to bind Plaintiff, there was no need for Defendants’ counsel to threaten Farkas outside of the presence of Plaintiff’s counsel. If Farkas had authority to bind Plaintiff, there was no need to conceal the settlement agreement from Plaintiff and Plaintiff’s counsel until the filing

1 of this Motion. If Farkas had authority to bind Plaintiff, there was no reason to pressure him into
2 signing the settlement agreement before conferring with counsel. If Farkas had authority to bind
3 Plaintiff, there was no reason to replace Plaintiff's counsel with Bloom's personal attorney. Parties
4 attempting to enforce another's apparent authority do not need to lurk in the shadows and obtain
5 agreements in secret. In fact, it is antithetical to the theory of apparent authority that the contract
6 is intentionally and deliberately withheld from the principal and its counsel.

7 There is no explanation of apparent authority that would allow the perverse circumstances
8 here. There is only evidence that would destroy any appearance of authority.

9 **3. Defendants' illicit use of counsel renders any settlement agreement inequitable, such**
10 **that it cannot be specifically enforced.**

11 Assuming *arugendo* that Farkas could bind Plaintiff (which it could not), the law prohibits
12 the *ex-parte* communications with Farkas by Bloom and his/Defendants' counsel due to potential
13 abuse. NRPC 4.2 states that "a lawyer *shall not* communicate about the subject of the
14 representation with a person the lawyer knows to be represented by another lawyer in the matter,
15 unless the lawyer has the consent of the other lawyer or is authorized to do so by law or a court
16 order." (emphasis added). "The purpose of the rule is generally regarded as twofold: first, it
17 prevents lawyers from taking *advantage of laypersons*, and second, it *preserves the integrity* of
18 the attorney-client relationship." *In re Discipline of Schaefer*, 117 Nev. 496, 507, 25 P.3d 191, 199
19 (2001) (emphasis added).

20 The Nevada Supreme Court "has previously characterized as reprehensible the conduct of
21 an attorney who engages in *ex parte* communications with an opposing party who is represented
22 by counsel." *Cronin v. Eighth Judicial Dist. Court, In & For County of Clark*, 105 Nev. 635, 641,
23 781 P.2d 1150, 1153-54 (1989)(quoting *Holiday Inn v. Barnett*, 103 Nev. 60, 732 P.2d 1376
24 (1987)). In considering the disqualification of counsel based on *ex-parte* communications with the
25 opposing party's control person, the Nevada Supreme Court considered whether there was "at least
26 a reasonable possibility" that a specifically identifiable impropriety did occur" and "whether the
27 likelihood of public suspicion or obloquy outweighs the social interests that would be served by
28 [counsel]'s continued participation." *Cronin*, 105 Nev. at 641, 781 P.2d at 1153-54. Here,

1 Gutierrez's direct communications with Farkas (who he knew was a former manager and member
2 at the very least and is taking the position in the Motion that Farkas had actual or apparent control
3 of Plaintiff) regarding the matters at issue while Plaintiff is known to be represented by counsel
4 are highly irregular, inappropriate, and ultimately unethical.

5 Indeed, *ex-parte* communications with individuals having "positions giving them the
6 authority to speak for and bind [a] corporation" are strictly prohibited. *Palmer v. Pioneer Inn*
7 *Associates Ltd.*, 257 F.3d 999, 1001-02 (9th Cir. 2001), *certified question answered*, 118 Nev.
8 943, 59 P.3d 1237 (2002). The Nevada Supreme Court recognizes that "some of the organization's
9 agents must be viewed as the equivalent of a "party" for the rule to have any effect." *Palmer v.*
10 *Pioneer Inn Associates, Ltd.*, 118 Nev. 943, 948, 59 P.3d 1237, 1240 (2002). As such, it adopted
11 a prohibition on *ex parte* communication with those persons "who have the legal authority to
12 "bind" the corporation in a legal evidentiary sense, *i.e.*, those employees who have "speaking
13 authority" for the corporation." *Id.* at 960, 59 P.3d at 1248. Thus, whether Farkas was represented
14 or unrepresented in his personal capacity, Gutierrez's communications with him were prohibited
15 and render any action taken by Farkas void given the concerted action by Gutierrez and his clients
16 to take advantage of Farkas. *In re Discipline of Schaefer*, 117 Nev. at 507, 25 P.3d at 199.

17 Furthermore, Bloom's direct communications with Farkas are also prohibited under the
18 circumstances. Bloom sent a settlement agreement on behalf of Defendants to Farkas, as well as a
19 letter terminating Plaintiff's counsel. If neither MJA or Nahabedian did not draft the agreement as
20 they profess, the drafting of a settlement agreement, especially on behalf of a third-party, is the
21 practice of law and therefore cannot be undertaken by non-lawyers. *See in re Discipline of Lerner*,
22 124 Nev. at 1237-39, 197 P.3d at 1072-73 (2008). Despite MJA and Nahabedian professing no
23 involvement in the drafting, the settlement agreement itself states that Defendants had the benefit
24 of counsel. There is no evidence of which counsel drafted it. Notwithstanding the identity of any
25 drafting counsel being concealed, while clients can directly communicate with one another, "a
26 lawyer may not use a client or a third party to circumvent [NRPC] 4.2 by telling the client or third
27 party what to say or "scripting" the communication with the represented adversary." *See Legal*
28 *Ethics Op. 1755* (2001) ("Thus, while a party is free on his own initiative to contact the opposing

1 party, a lawyer may not avoid the dictate of Rule 4.2 by directing his client to make contact with
2 the opposing party.”); LEO 233 (1974) (It is improper for an attorney to indirectly communicate
3 with a party adverse to his client giving specific instructions to his client as to what
4 communications to make, unless counsel for the adverse party agrees to such communication.). It
5 is incredible for Defendants to argue that while their counsel was communicating directly with
6 Farkas that they were not tacitly or expressly approving Bloom’s attempt to secure Farkas’
7 signature on the settlement agreement. In fact, the Motion seeking to enforce that signature is
8 circumstantial evidence of MJA’s advice and tacit approval.

9 And at the very least, Defendants’ and Bloom’s counsel (MJA and Nahabedian) was
10 prohibited from obstructing or concealing the existence of the settlement agreement from
11 Plaintiff’s counsel, or assisting anyone, including Defendants and Bloom, from doing so. NRPC
12 3.4(a)(setting forth fairness to counsel). Upon learning of the settlement, Defendants’ counsel
13 should have immediately contacted Plaintiff’s counsel; instead, they supported the effort to replace
14 Plaintiff’s counsel, refused to provide the settlement agreement to Plaintiff’s counsel, and filed the
15 Motion to enforce the settlement agreement with the Court that, if granted, would result in
16 dismissal of the Judgment, on an order shortening time.

17 a. Nahabedian had an impermissible and non-waivable conflict.

18 There is no legal rule or maxim that allows an opposing party to dictate who the other
19 side’s counsel is going to be. And even if that were possible, it would never operate to allow
20 Defendants to impose conflicted counsel to substitute in as Plaintiff’s counsel. Notwithstanding,
21 here, the unimpeachable record is that Bloom and Defendants are adverse to Plaintiff in this action.
22 Nahabedian concurrently represents Bloom and has also previously represented Defendants’
23 affiliated entity.

24 NRPC 1.7 states that “a lawyer *shall not* represent a client if the representation involves a
25 concurrent conflict of interest.” A conflict exists where “the representation of one client will be
26 directly adverse to another client” or “there is a significant risk that the representation of one or
27 more clients will be materially limited by the lawyer’s responsibilities to another client, a former
28 client or a third person or by a personal interest of the lawyer.” NRPC 1.7(a)(1)-(2) (emphasis

1 added). Further, a lawyer is prohibited from participating in making any aggregate settlement of
2 claims of or against the clients. NRPC 1.8(g). There is no circumstance in which Nahabedian
3 could represent Plaintiff in an action adverse to Nahabedian's current client (Bloom).⁴⁹

4 The clear reason is that Nahabedian can never be expected to provide Plaintiff with fair
5 and competent legal counsel, which is certainly why Bloom and MGA facilitated Farkas hiring
6 Nahabedian to represent Plaintiff. And as intended, Nahabedian immediately took actions to
7 benefit Defendants and Bloom, as opposed to Plaintiff. Nahabedian purported to terminate
8 Plaintiff's independent counsel and enforce a settlement agreement in order to dismiss this action,
9 despite the fact that Farkas did not control Plaintiff. Nahabedian's participation violates most
10 ethical rules governing conflicts. As such, his involvement in the scheme so taints the settlement
11 agreement, such that it can never be enforced.

12 **4. The settlement agreement is unenforceable on its face.**

13 As set forth above, settlement agreements require an offer, acceptance, meeting of the
14 minds and consideration. *Mack*, 125 Nev. at 95, 206 P.3d at 108.

15 a. There was no acceptance or meeting of the minds.

16 "A meeting of the minds exists when the parties have agreed upon the contract's essential
17 terms." *Certified Fire Prot. Inc. v. Precision Constr.*, 128 Nev. 371, 378, 283 P.3d 250, 255 (2012).
18 It is undisputable that neither Plaintiff, nor its manager, nor its counsel saw or reviewed the
19 settlement agreement. Thus, there was no acceptance or meeting of the minds. Moreover, even if
20 Farkas had authority to sign the settlement agreement (he did not), he provided sworn testimony
21 that he did not read or understand the contents of the settlement agreement. Under these
22 circumstances, especially where Defendants intentionally circumvented Plaintiff and Plaintiff's
23 counsel, and there was no effort to confirm Farkas' authority to act on behalf of Plaintiff, there
24 was no meeting of the minds.

25 ///

26
27 ⁴⁹ Further, Nahabedian clearly failed to comply with NRPC 1.13(f) (requiring a lawyer to explain
28 the identity of the client to the constituent and reasonably attempt to ensure that the constituent
realizes the lawyer's client is the organization rather than the individual).

1 b. Farkas was coerced into signing the settlement agreement.

2 Duress is a valid basis to set aside a contract or avoid specific performance. *Kaur v. Singh*,
3 136 Nev. Adv. Op. 77, 477 P.3d 358, 362 (2020); *Levy v. Levy*, 96 Nev. 902, 903–04, 620 P.2d
4 860, 861 (1980)(recognizing duress as a basis to set aside a settlement). “The coercion
5 or duress exception applies when “(1) ... one side involuntarily accepted the terms of another; (2)
6 ... circumstances permitted no other alternative; and (3) ... circumstances were the result of
7 coercive acts of the opposite party.” *Nevada Ass’n Servs., Inc. v. Eighth Jud. Dist. Ct.*, 130 Nev.
8 949, 956, 338 P.3d 1250, 1255 (2014).).

9 An improper threat can exist when a party is threatened with civil action, especially when
10 there are circumstances of emotional consequences. Restatement (Second) of Contracts § 175, cmt.
11 b (1981). It is clear that “a party’s manifestation of assent is induced by duress if the duress
12 substantially contributes to his decision to manifest his assent. *Id.*, cmt. C. “The test is subjective
13 and the question is, did the threat actually induce assent on the part of the person claiming to be
14 the victim of duress.” *Id.* In making the determination, courts consider, “the age, background and
15 relationship of the parties” and the rule is designed to protect “persons of a weak or cowardly
16 nature.” *Id.*; see also *Schmidt v. Merriweather*, 82 Nev. 372, 376, 418 P.2d 991, 993 (1966).

17 Moreover, a threat is improper if “what is threatened is the use of civil process and the
18 threat is made in bad faith.” Restatement (Second) of Contracts § 176 (1)(c). Accordingly, when
19 evaluating duress, bad faith of one party is relevant as to another party’s capacity to contract.
20 *Barbara Ann Hollier Tr. v. Shack*, 131 Nev. 582, 587, 356 P.3d 1085, 1088 (2015); Restatement
21 (Second) of Contracts § 205 cmt. c (1981) (“Bad faith in negotiation, although not within the scope
22 of [the implied covenant of good faith and fair dealing], may be subject to sanctions. Particular
23 forms of bad faith in bargaining are the subjects of rules as to capacity to contract, mutual assent
24 and consideration and of rules as to invalidating causes such as fraud and duress.”)

25 Here, Farkas sets forth in his declaration that he was threatened with civil action if he did
26 not sign the settlement agreement and other documents provided to him by Bloom, his family
27 member. (Farkas Dec, Bates OPP003-OPP005, at ¶¶ 7-17). Farkas felt that he had no choice but
28 to sign any document that Bloom put in front of him. As such, Farkas did not review or negotiate

1 the agreement, he simply signed it. He did so knowing that he did not have the authority to bind
2 Plaintiff and without the intent to bind Plaintiff. Accordingly, he involuntarily accepted the
3 agreement because he believed he had no other choice—which is completely subjective.

4 Furthermore, as discussed above, the NRPC prohibit *ex parte* communications because an
5 attorney (Gutierrez and Nahabedian) can take advantage of a layperson (Farkas). *In re Discipline*
6 *of Schaefer*, 117 Nev. at 507, 25 P.3d at 199. This is especially disconcerting when that *ex parte*
7 communication is in line with threats from Farkas' family member and the client of the attorneys
8 (Gutierrez and Nahabedian). The result is an emotional tinderbox that Court's recognize amounts
9 to duress that excuses the specific performance of an agreement. Plainly, Defendants were only
10 able to procure Farkas' signature through duress, such that enforcement of the settlement
11 agreement against the innocent Plaintiff would be inequitable.

12 c. There was inadequate consideration for the settlement agreement.

13 Additionally, "[a] release may be rescinded if obtained by ... inadequate consideration."
14 *Oh v. Wilson*, 112 Nev. 38, 41–42, 910 P.2d 276, 278–79 (1996). "Gross inadequacy of
15 consideration *may be relevant* to issues of capacity, fraud and the like" *Id.* citing Restatement
16 (Second) of Contracts § 79 cmt. c (1979) (emphasis added). "Inadequacy "such as shocks the
17 conscience" is often said to be a "badge of fraud," justifying a denial of specific
18 performance. Inadequacy may also help to justify rescission or cancellation on the ground of lack
19 of capacity, mistake, misrepresentation, duress or undue influence." *Id.*

20 Defendants did not actually provide consideration for the settlement agreement. In fact,
21 they simply repeated an obligation that Defendants contend they already had. Here, the settlement
22 agreement provides that Plaintiff will forego its records request and award of attorneys' fees and
23 in exchange "*if* Defendants sell a [\$2,211,039,718.46 judgment in Defendants' favor] that
24 Defendants will pay Plaintiff \$1,000,000 plus 6% interest." (emphasis added). Importantly, the
25 \$1,000,000 represents Plaintiff's investment in Defendant. In other words, Plaintiff will
26 purportedly recover its investment through the sale of the Judgment (assuming the sale is even
27 real).

28 While it may appear to be consideration, the Court must consider that Defendants contend

1 that an agreement already exists to pay Plaintiff \$1,500,000 per percentage membership interest
2 upon the sale of the same judgment. (Supplemental Declaration of Jay Bloom in Support of
3 Respondents' Arbitration Brief, App Exh 4, ¶¶ 5-7, 16).⁵⁰ Accordingly, Plaintiff actually loses its
4 right to recover documents and fees, as well as its contractual right to recover more from the sale
5 of the asset, in exchange for an amount of money that Defendants contend that it was already
6 obligated to pay. Accordingly, the settlement agreement did not actually provide Plaintiff with any
7 consideration that it did not already have and in fact, according to Bloom, provides less
8 consideration. Accordingly, the settlement agreement's consideration is illusory.

9 Further, per Defendants' Operating Agreement (they are materially identical), Plaintiff is
10 entitled to pro rata distributions. (APP Exh. 5, at OPP202, at Article V). Accordingly, if Defendants
11 collect on their \$2,211,039,718.46 judgment, Plaintiff stands to collect up to \$66,331,191.55, and
12 if Defendants sell the judgment for \$48,000,000, Plaintiff will collect \$1,440,000.00. Once again,
13 the settlement agreement does not provide any consideration aside from what Plaintiff is already
14 entitled to recover.

15 Accordingly, the settlement agreement was not actually supported by consideration, as
16 Defendants contend that they had a prior obligation to provide the same or greater consideration
17 for Plaintiff's shares. Thus, the settlement agreement and it is not enforceable.

18 **B. The Court must sanction Defendants, Bloom and their counsel.**

19 NRS 7.085(1) requires an attorney who files a proceeding not "warranted by existing law"
20 or "unreasonably and vexatiously" prolongs proceeding to pay the costs, expenses, and attorneys'
21 fees incurred because of the improper conduct. Notably, Nevada courts are required to "liberally
22 construe the provisions of this section in favor of awarding costs, expenses and attorney's fees."
23 NRS 7.085(2). Likewise, EDCR 7.60(b) provides that the Court may impose sanctions, including
24 attorneys' fees, when a party presents a motion to the Court which is "obviously frivolous,

25
26 ⁵⁰ Plaintiff obtained a 3% membership interest in Defendants, in exchange for its \$1,000,000
27 investment and sweat equity. App Exh 4, OPP147. Under a form of Membership Interest
28 Redemption Agreement, Plaintiff is entitled to \$1,500,000 "per percentage of Membership
Interest," or \$4,500,000. (See *id.* at App Exh 4, OPP151 "Redemptions will be paid on a best
efforts basis, and paid out, each redemption in full, based on cash collected pursuant to the
judgment by the outside litigation and collection team.").

unnecessary or unwarranted.”

Here, the stated purpose of the Motion is to delay post-judgment discovery to allow Defendants to sell their asset. The settlement agreement was also the basis for Defendants’ opposition to the OSC and corresponding obligation to comply with the Judgment. It is patently clear that for justice to prevail here, not only should the Motion be denied, but the Court should order Defendants, Bloom, and their counsel pay all fees and costs incurred in opposing the Motion.

IV

CONCLUSION

Plaintiff requests that the Court deny the Motion, strike the declaration of Jason Maier, and enter an award of sanctions in favor of Plaintiff and against Defendants, Bloom, and their counsel.

DATED this 26th day of January, 2021.

GARMAN TURNER GORDON LLP

/s/ Erika Pike Turner
ERIKA PIKE TURNER
Nevada Bar No. 6454
DYLAN T. CICILIANO
Nevada Bar. No. 12348
7251 Amigo Street, Suite 210
Tel: (725) 777-3000
Attorneys for Plaintiff

CERTIFICATE OF SERVICE

The undersigned, hereby certifies that on the 26th day of January, 2021, he served a copy of the **OPPOSITION TO DEFENDANTS' MOTION TO ENFORCE SETTLEMENT AND VACATE POST-JUDGMENT DISCOVERY PROCEEDINGS; AND COUNTERMOTION 1) TO STRIKE THE AFFIDAVIT OF JASON MAIER, AND 2) FOR SANCTIONS**, by electronic service in accordance with Administrative Order 14.2, to all interested parties, through the Court's Odyssey E-File & Serve system addressed to:

Joseph A. Gutierrez, Esq.
Danielle J. Barraza, Esq.
MAIER GUTIERREZ & ASSOCIATES
8816 Spanish Ridge Avenue
Las Vegas, Nevada 89148
Email: jag@mgalaw.com
djb@mgalaw.com
Attorneys for Defendants

/s/ Max Erwin

An Employee of
GARMAN TURNER GORDON LLP



APEN
GARMAN TURNER GORDON LLP
ERIKA PIKE TURNER
Nevada Bar No. 6454
Email: eturner@gtg.legal
DYLAN T. CICILIANO
Nevada Bar. No. 12348
Email: dciciliano@gtg.legal
7251 Amigo Street, Suite 210
Las Vegas, Nevada 89119
Tel: (725) 777-3000
Fax: (725) 777-3112
Attorneys for Plaintiff/Judgment Creditor

DISTRICT COURT
CLARK COUNTY, NEVADA

TGC/FARKAS FUNDING, LLC,

Plaintiff/Judgment Creditor,

vs.

FIRST 100, LLC, a Nevada Limited Liability
Company; FIRST ONE HUNDRED
HOLDINGS, LLC, a Nevada limited liability
company aka 1st ONE HUNDRED HOLDINGS
LLC, a Nevada Limited Liability Company,

Defendants/Judgment Debtors.

CASE NO. A-20-822273-C
DEPT. 13

**APPENDIX OF EXHIBITS TO
OPPOSITION TO DEFENDANTS'
MOTION TO ENFORCE SETTLEMENT
AND VACATE POST-JUDGMENT
DISCOVERY PROCEEDINGS; AND
COUNTERMOTION 1) TO STRIKE THE
AFFIDAVIT OF JASON MAIER, AND
2) FOR SANCTIONS**

Date of Hearing: January 28, 2021

Exhibit	Description	Bates Numbers
1	Declaration of Matthew Farkas	OPP001 - 005
1-A	September 17, 2020 Email attaching signature to Amendment to Limited Liability Company Agreement of TGC/Farkas Funding, LLC	OPP006 - 008
1-B	Engagement Letter for Mr. Nahabedian	OPP009 - 013
1-C	Settlement Agreement	OPP014 - 018
1-D	January 6, 2021 Letter to Erika Pike Turner	OPP019 - 020
2	Declaration of Dylan T. Ciciliano in Support of Opposition to Defendants' Motion to Enforce Settlement and Vacate Post-Judgment Discovery Proceedings; and Countermotion 1) to Strike the Affidavit of Jason Maier, and 2) for Sanctions	OPP021 - 024
2-A	Transcript of January 21, 2021 Recorded Telephone Conversation between Dylan T. Ciciliano and Matthew Farkas	OPP025 - 057

Exhibit	Description	Bates Numbers
2-B	January 14, 2021 Letter from Mr. Nahabedian	OPP058 - 064
2-C	January 14, 2021 and January 15, 2021 Demands for Documents	OPP065 - 070
2-D	January 15, 2021 Letter to Mr. Nahabedian	OPP071 - 074
2-E	January 20, 2021 Letter from Mr. Nahabedian	OPP075 - 105
3	Declaration of Adam Flatto in Support of Supplement to Plaintiff's Ex Parte Application for Order to Show Cause Why Defendants and Jay Bloom Should not be Held in Contempt of Court	OPP106 - 120
4	Supplemental Declaration of Jay Bloom in Support of Respondents' Arbitration Brief	OPP121 - 191
5	First Amended Operating Agreement of First 100, LLC	OPP192 - 220

DATED this 26th day of January, 2021.

GARMAN TURNER GORDON LLP

/s/ Erika Pike Turner
 ERIKA PIKE TURNER
 Nevada Bar No. 6454
 DYLAN T. CICILIANO
 Nevada Bar. No. 12348
 7251 Amigo Street, Suite 210
 Tel: (725) 777-3000
 Attorneys for Plaintiff

CERTIFICATE OF SERVICE

The undersigned, hereby certifies that on the 26th day of January, 2021, he served a copy of the **APPENDIX OF EXHIBITS TO OPPOSITION TO DEFENDANTS' MOTION TO ENFORCE SETTLEMENT AND VACATE POST-JUDGMENT DISCOVERY PROCEEDINGS; AND COUNTERMOTION 1) TO STRIKE THE AFFIDAVIT OF JASON MAIER, AND 2) FOR SANCTIONS**, by electronic service in accordance with Administrative Order 14.2, to all interested parties, through the Court's Odyssey E-File & Serve system addressed to:

Joseph A. Gutierrez, Esq.
Danielle J. Barraza, Esq.
MAIER GUTIERREZ & ASSOCIATES
8816 Spanish Ridge Avenue
Las Vegas, Nevada 89148
Email: jag@mgalaw.com
djb@mgalaw.com
Attorneys for Defendants

/s/ Max Erwin

An Employee of
GARMAN TURNER GORDON LLP

Exhibit 1

DECL

GARMAN TURNER GORDON LLP

ERIKA PIKE TURNER

Nevada Bar No. 6454

Email: eturner@gtg.legal

DYLAN T. CICALIANO

Nevada Bar. No. 12348

Email: dcicaliano@gtg.legal

7251 Amigo Street, Suite 210

Las Vegas, Nevada 89119

Tel: (725) 777-3000

Fax: (725) 777-3112

Attorneys for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

TGC/FARKAS FUNDING, LLC,

Plaintiff,

vs.

FIRST 100, LLC, a Nevada Limited Liability
Company; FIRST ONE HUNDRED
HOLDINGS, LLC, a Nevada limited liability
company aka 1st ONE HUNDRED HOLDINGS
LLC, a Nevada Limited Liability Company,

Defendants.

CASE NO. A-20-822273-C

DEPT. 13

DECLARATION OF MATTHEW
FARKAS

I, MATTHEW FARKAS, declare as follows:

1. Plaintiff/Judgment Creditor TGC/Farkas Funding, LLC ("Plaintiff") was formed by Adam Flatto and me. I am a 50% member of Plaintiff and hold my interest individually. Mr. Flatto holds his interest through his entity TGC 100 Investor, LLC. I have no interest in TGC 100 Investor, LLC. In such capacity, I have developed personal knowledge regarding the facts set forth below.

2. I am also a former employee of Defendants/Judgment Debtors First 100, LLC and 1st One Hundred Holdings, LLC (collectively, "Defendants"). I have not worked in any capacity on behalf of Defendants since 2011, ^{6 MF.} I have no documents for Defendants or any other information regarding Defendants other than what I have learned from Jay Bloom, my brother-in-law and manager of Defendants.

///

1 3. As a result of my involvement with Defendants, I have lost nearly everything,
2 including two jobs. I do not have the means or ability to retain or pay for personal counsel.

3 4. Initially I agreed that Plaintiff could retain Garman Turner Gordon, LLP ("GTG")
4 with a limitation on the nature of their representation. However, I voluntarily participated in and
5 agreed that Plaintiff should pursue its rights to obtain documents in an arbitration when the
6 documents were not produced in response to a demand. My understanding is that Plaintiff only
7 pursued the right to documents and reimbursement of expenses incurred to enforce that right.

8 5. During the parties' arbitration, I felt conflicted as a result of my familial
9 relationship with Mr. Bloom. I gave Mr. Bloom a privileged draft of my declaration I had received
10 from counsel for Plaintiff. Mr. Bloom and his counsel then introduced those documents in the
11 arbitration.

12 6. To avoid further conflict, the members came to a solution where TGC 100 Investor,
13 LLC would have "full, exclusive, and complete discretion, power and authority" . . . "to manage,
14 control, administer and operate the business and affairs of the Company," and I would retain equity
15 as a member, but have no further responsibilities.

16 7. On September 17, 2020, I signed an amended operating agreement for Plaintiff,
17 whereby TGC 100 Investor, LLC gained "full, exclusive, and complete discretion, power and
18 authority" . . . "to manage, control, administer and operate the business and affairs of the
19 Company." My September 17, 2020 Email attaching my signature to the Amendment to Limited
20 Liability Company Agreement of TGC/Farkas Funding, LLC is attached hereto as **Exhibit 1-A**.

21 8. After signing the Amendment to Limited Liability Company Agreement of
22 TGC/Farkas Funding, LLC, I informed Mr. Bloom that I no longer had any role in the management
23 of Plaintiff.

24 9. Thereafter, Mr. Bloom told me that Joseph Gutierrez, counsel for Defendants,
25 wanted to sue me. I did not understand how Mr. Gutierrez could sue me. I called Mr. Gutierrez
26 and he told me that he was not going to personally sue me and that he represented the Defendants.
27 I then came to understand that it was actually Mr. Bloom who was threatening to sue me or have
28 me sued, not Mr. Gutierrez.

1 10. Mr. Bloom then told me that Mr. Raffi Nahabedian, Esq. was being hired to defend
2 me in the event that Adam Flatto, the manager of TGC Investor, LLC, the manager of Plaintiff,
3 ever sued me. I understood that Mr. Nahabedian was a friend of Mr. Gutierrez, and based on my
4 communication with Mr. Bloom, I believed that Mr. Nahabedian would only represent me.

5 11. On or about January 6, 2021, Mr. Bloom sent a number of documents to a UPS
6 store by my house. He demanded that I immediately sign the documents and have the UPS store
7 scan the documents back to Mr. Bloom. He said if I signed the documents it would absolve me
8 from everything so I would not be sued. I did not have the opportunity to review any of the
9 documents he sent.

10 12. In the documents he provided on January 6, 2021, Bloom provided me with an
11 engagement letter for Mr. Nahabedian. A true and correct copy of the engagement letter is attached
12 hereto as Exhibit 1-B. I believed that if I signed the document I would have legal counsel in the
13 case that Mr. Flatto sued me. I signed the last page of the engagement letter, which did not indicate
14 that I was retaining Mr. Nahabedian on behalf of Plaintiff. Furthermore, I did not initial the bottom
15 of the pages of the engagement letter. I also did not read the engagement letter before I signed it
16 and did not speak with Mr. Nahabedian regarding the intended scope of the engagement before
17 signing it.

18 13. I did not ever intend to retain Mr. Nahabedian to represent Plaintiff, nor could I
19 have because I do not have the authority to hire counsel for Plaintiff.

20 14. The engagement letter calls for a \$2,500 retainer. I did not pay the retainer.

21 15. I did not speak to Mr. Nahabedian until the week of January 11, 2021. At no time
22 did I tell Mr. Nahabedian that he was being retained to represent Plaintiff, that he was directed to
23 fire Garman Turner Gordon or that I had the authority to hire counsel for Plaintiff to replace
24 Garman Turner Gordon.

25 16. On January 19, 2021, Dylan Ciciliano, Esq. of Garman Turner Gordon sent me the
26 "settlement agreement," attached hereto as Exhibit 1-C. I did not recognize the settlement
27 agreement, but it does bear my signature and I looked through the stack of hard documents that
28 Mr. Bloom sent me on January 6, 2021 and I located the settlement agreement. While I do not

1 dispute that it is my signature, I did not negotiate the settlement agreement with Mr. Bloom and
2 did not read the document. I did not know or understand that I was signing a settlement agreement
3 on behalf of Plaintiff. The only reason I signed the settlement agreement was a result of the
4 representation from Mr. Bloom that I would not be sued if I signed the documents he sent.

5 17. At no point did I tell Mr. Bloom that I had the authority to sign a settlement
6 agreement on behalf of Plaintiff or to act on Plaintiff's behalf. In fact, Mr. Bloom knew that I in
7 fact had no ability to act on Plaintiff's behalf as a result of voluntarily recusing myself from
8 Plaintiff's management in September 2020.

9 18. I did not receive the January 14, 2021 letter from Mr. Nahabedian to Garman Turner
10 Gordon, or review it before it was sent by Mr. Nahabedian.

11 19. Attached to Mr. Nahabedian's letter was a January 6, 2021 letter from me addressed
12 to Erika Pike Turner. The letter is attached hereto as **Exhibit 1-D**. I did not draft or participate in
13 the drafting of the letter and I did not send it to Ms. Turner. It was included it in the stack of
14 documents that Mr. Bloom directed me to sign on January 6, 2021. In fact, the content of the letter
15 is false as I did not dispute the action by Plaintiff to pursue production of information in arbitration.

16 20. On January 15, 2021, I received the letter from Garman Turner Gordon addressed
17 to Mr. Nahabedian stating that I did not have the authority to retain or terminate counsel or to settle
18 this action. I called Ms. Turner's office on January 15, 2021 and informed her assistant that I
19 agreed with the contents of the letter.

20 I declare under penalty of perjury under the law of the State of Nevada that the foregoing
21 is true and correct.

22 Executed this 23rd day of January, 2021.

23 
24 Matthew Farkas, Declarant

25 4828-3679-3816, v. 1
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Exhibit 1-A

Dylan Ciciliano

From: Erika Turner
Sent: Thursday, January 14, 2021 5:11 PM
To: Dylan Ciciliano
Subject: FW: CamScanner 09-17-2020 11.58.12
Attachments: CamScanner 09-17-2020 11.58.12.pdf

Erika Pike Turner

Partner

GARMAN | TURNER | GORDON

P 725 777 3000 | D 725 244 4573
E eturner@gtg.legal

From: Matthew Farkas <farkm1@aol.com>
Sent: Thursday, September 17, 2020 11:59 AM
To: Michael Busch <mbusch@georgetownco.com>
Subject: CamScanner 09-17-2020 11.58.12

Scanned with CamScanner
<https://cc.co/16YRyq>

IN WITNESS WHEREOF, each of the undersigned have caused this Amendment to be executed as of the Effective Date.

COMPANY:

**TGC/FARKAS FUNDING LLC, a Delaware
limited liability company**

By: _____

Its: _____

Print Name: MATTHEW FARKAS

MEMBERS:

TGC 100 INVESTOR, LLC

By: _____

Adam Flatto, Manager



MATTHEW FARKAS, individually

SIGNATURE PAGE TO AMENDMENT TO LIMITED LIABILITY COMPANY AGREEMENT
OF TGC/FARKAS FUNDING LLC

Scanned with CamScanner

OPP008

AA0362

Exhibit 1-B

ATTORNEY RETAINER FEE AGREEMENT

I, Matthew Farkas, managing member of TCG Farkas ("Client"), hereby retains Raffi A. Nahabedian, Esq. ("Attorney") to represent Client in relation to business a business dispute/lawsuit currently filed/pending in Clark County, Nevada, Case No. A-20-822273-C.

1. **Authorization.** Client authorizes Attorney to communicate with all interested parties in relation to the business related matters contemplated herein or providing consultation, counseling or advice in relation thereto, or to take all actions as may be advisable or necessary in his judgment in regards thereto, or to assert, prosecute and/or defend Claims in relation to the lawsuit or take other legal action against culpable parties to recover or defend on the Claims relating to Client. Notwithstanding the above, no communication related to the retention can take place on behalf of Client without consultation with Client and approval thereof, or lawsuit filed or settlement of any kind be made without Client's express authority.

2. **Client Cooperation.** Client agrees to fully and promptly cooperate with Attorney, to be fully honest with Attorney, to produce relevant information and documents, and to appear when asked on reasonable notice. Client will provide Attorney with all information relevant and germane to the retention of Attorney and will not attempt to settle or otherwise resolve the Claims unless Attorney has been notified and informed of such and with Attorney's knowledge of such settlement efforts. Client will not undermine Attorney's efforts and Client shall be responsible for all decisions and agreements made in relation to settlement or agreement terms stemming therefrom.

3. **Straight Hourly Fee and Retainer Amount.** This is a Straight Hourly Fee Agreement. Attorney shall charge and bill at the rate of \$400.00 per hour for services rendered and performed in relation to this Retainer Agreement. Attorney will bill in quarter-hour increments (every 15 minutes). Client shall promptly pay Attorney for his services in the amount specified. Client further agrees that payment of Attorney's fee as provided herein shall take priority over and be paid ahead of any fees Client may owe to any other attorney for services provided in connection with the Claims. Client agrees that the foregoing fee amount is just and fair in light of the retention for business related matters and/or Claims if such is asserted. Client understands and agrees that Attorney has no obligation to file any appeal on Client's behalf or to respond to any appeal that may be filed in connection with this matter unless Attorney specifically agrees to do so in a separate written agreement in which case Attorney may charge additional fees on either an hourly or contingency basis. Paralegal services are billed at \$125.00 per hour for services rendered and performed, and are billed in quarter-hour increments (every 15 minutes).

Client shall pay Attorney a non-refundable retainer fee in the amount of \$2,500.00 prior to Attorney beginning his services and Attorney shall have the right to request future retainer fee payments should or if an invoice payment by Client becomes delinquent or late.

4. **Payment of Costs.** Client is responsible for payment of all costs that Attorney incurs in connection with the representation of Client in business matters and in regards to Claims asserted on Client's behalf regardless of outcome. Such costs typically include

Client Initials

communications with professional, i.e., accountants, attorneys and other persons, court filing fees, service of process fees, document reproduction charges, messenger and delivery fees, postage, deposition and court reporter fees, parking charges, travel expenses, investigation expenses, consultant fees and expenses, expert witness fees and expenses, witness appearance fees, jury fees, and other trial expenses. Client authorizes Attorney to incur reasonable costs for these and other similar items. Attorney may, but is not required to, advance such costs. Any costs advanced by Attorney will be invoiced to Client on a monthly or semi-monthly basis. Client agrees to promptly reimburse Attorney for all costs advanced by Attorney within fifteen (15) days of receipt of invoice. Client further authorizes Attorney to immediately deduct all unreimbursed costs advanced by Attorney from Client's portion of any recovery after the calculation of the contingency fee due to Attorney.

5. **Litigation Risks.** Client has been advised and understands that in the event that Client is unsuccessful in pursuing or defending the Claims, whether due to the dismissal of the Claims prior to trial or arbitration or as a result of an unfavorable trial or arbitration decision, Client may be liable for the opposing party's attorney fees and will be liable for the opposing party's costs as required by law. Client has also been advised and understands that a lawsuit brought solely to harass or coerce a settlement may result in liability for malicious prosecution or abuse of process.

6. **Third-Party Services.** To the extent reasonably necessary, Client authorizes Attorney to hire other professionals, investigators, experts, and other consultants on Client's behalf and at Client's expense. Notwithstanding such authorization, Attorney will make reasonable efforts to communicate with Client and to obtain Client's approval prior to retaining the services of any third party. Client authorizes Attorney to associate with other attorneys as may be necessary or advisable in Attorney's opinion so long as such association does not result in any additional cost or expense to Client. Unless Client agrees otherwise in writing, any fees payable to any other attorney with whom Attorney associates in connection with the Claims shall be paid by Attorney, not Client.

7. **No Guarantee of Success.** Client acknowledges that a lawsuit, by its nature, is unpredictable and that the outcome of this matter is uncertain. Client agrees that nothing in this Agreement constitutes a promise or guarantee concerning the services contemplated herein or the outcome of a matter and that Attorney has made no promise, guarantee, or other assurance as to any recovery Client might receive or services to be provided by Attorney. Client understands that any comments Attorney may have made concerning this matter are expressions of opinion only, not a promise of any particular result.

8. **Termination of Agreement by Client.** Client is free to terminate this Agreement at any time by giving written notice effective when received by Attorney. Attorney will not be obligated to provide any services or advance any costs on Client's behalf after receipt of such notice. Notwithstanding Client's termination of this Agreement, Client shall be legally obligated to pay Attorney the fees described in this Agreement on any recovery and to reimburse Attorney for all costs advanced regardless of the ultimate outcome of this matter.

9. Termination of Agreement by Attorney. Attorney may withdraw from representing Client in this matter at any time subject only to his obligations under the Nevada Rules of Professional Conduct and any court rules that apply after the filing of a lawsuit. In the event that Attorney withdraws, Attorney shall be entitled to retain any fees previously paid to Attorney on any recovery received prior to Attorney's withdrawal regardless of whether such recovery constitutes a final resolution of the Claims. Client shall remain responsible for reimbursing Attorney for any costs advanced prior to Attorney's withdrawal.

10. Authority to Deposit Checks. Client agrees that any draft, check, or other payment recovered on Client's behalf by Attorney relating to the Claims can be deposited in Attorney's client trust account and can be applied by Attorney to pay any contingency fee or reimbursement of costs due under this Agreement. Client authorizes Attorney to endorse any check, draft, release, dismissal, form, or other necessary paper in Client's name or on Client's behalf as necessary to represent Client and to distribute any funds recovered in accordance with this Agreement.

11. Attorney Lien. Client grants Attorney a lien on the Claims and on the gross proceeds of any recovery on the Claims to secure payment of Attorney's fees and reimbursement of any costs advanced by Attorney. Client further authorizes Attorney to deduct Attorney's fees and unreimbursed costs from any recovery received on the Claims whether by settlement, judgement, or otherwise.

12. No Tax Advice. Client understands that any recovery obtained in this matter may be taxable. Client agrees that Client is solely responsible for determining the amount of and paying any tax liability that may be due on such recovery. Client has been advised and understands that Attorney is not a tax professional and that tax advice is not included within the scope of services to be provided by Attorney under this Agreement.

13. Arbitration of Fee Disputes. If any dispute arises concerning the interpretation or enforcement of this Agreement, Client agrees to resolve that dispute through the State Bar of Nevada's fee dispute arbitration program.

14. File Retention. Client authorizes Attorney to destroy any documents pertaining to this matter that remain in his possession at the conclusion of this engagement in accordance with Attorney's document retention policy and the Nevada Rules of Professional Conduct. Currently, it is Attorney's policy to destroy files seven (7) years after the termination of representation.

15. No Advice Regarding this Agreement. Client understands that Attorney is not acting as Client's legal counsel with respect to the negotiation of this Agreement. Client has read this Agreement and understands its contents. Client acknowledges that Client has been advised by attorney to seek the advice of separate legal counsel concerning this agreement and that Client has had ample opportunity to do so.

16. Entire Agreement. This Agreement contains the entire agreement between Client and Attorney. No other agreement, statement, or promise made before, during, or after the effective date

of this Agreement will be binding on Client or Attorney unless set forth in writing and signed by both parties.

17. Severability. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement will be severable and remain in effect.

18. Effective Date. The effective date of this Agreement will be the date on which Attorney is in receipt of a copy of this Agreement executed by Client. The attorney-client relationship will commence on the effective date of this Agreement. Attorney will not become Client's attorney nor will Attorney be obligated to perform any legal services on behalf of Client before the effective date of this Agreement. A copy, facsimile, or other electronic reproduction of this Agreement is deemed valid as originals.

19. Arbitration. If Client fails to pay Attorney for legal services rendered and/or expenses/costs incurred and outstanding, and Attorney is forced to file a lawsuit (or pursue arbitration as set forth below) for the collection thereof, Client understands, accepts and acknowledges that if any monies are paid to Attorney as a result of the Arbitration (or lawsuit if filed), then Client shall be responsible for all reasonable fees and costs expended by Attorney, including attorney's fees incurred, as well as the value of Attorney's own time spent based on the hourly rate set forth above relating to the Arbitration process to recover such legal fees and costs that are due and owing to Attorney pursuant to this Agreement (whether the matter is resolved through litigation or otherwise). Any dispute, controversy or claim arising out of or relating to this Agreement, or any breach thereof, shall be submitted to binding arbitration of JAMS\ENDISPUTE ("JAMS") or such other arbitrator as may be agreed upon by the parties. Hearings on such arbitration shall be conducted in the jurisdiction and venue for resolving any disputes or issues relating to this Agreement is Clark County, Nevada. A single arbitrator shall arbitrate any such controversy and the arbitrator shall hear and determine the controversy in accordance with applicable law and the intention of the parties as expressed in this Agreement, upon the evidence produced at an arbitration hearing scheduled at the request of either party. Arbitration will not be brought to harass or coerce.

I, CLIENT, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, HAVE THE FULL RIGHT AND AUTHORITY TO ENTER INTO THIS AGREEMENT AND HEREBY AGREE TO THE TERMS AND OBLIGATIONS OF THIS FEE AGREEMENT AND SHALL BE FULLY LIABLE THEREOF.


MATTHEW FARKAS

Dated: JANUARY 7th, 2021

Exhibit 1-C

Dylan Ciciliano

From: Dylan Ciciliano
Sent: Tuesday, January 19, 2021 4:22 PM
To: matthewfarkas70@gmail.com
Subject: Settlement Agreement
Attachments: Pages from motion to enforce settlement and vacate post-judgment discovery proceedings.pdf

Dylan T. Ciciliano, Esq.

Attorney

Phone: 725 777 3000 | Fax: 725 777 3112

GARMAN | TURNER | GORDON
7251 AMIGO STREET, SUITE 210
LAS VEGAS, NV 89119

Visit us online at www.gtg.legal

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SETTLEMENT AGREEMENT

This Settlement Agreement is entered into as of this 6th day of January 2021, by and between 1st One Hundred Holdings, LLC (hereinafter "1st 100"), First 100, LLC (hereinafter "F100") and the TCG Farkas Funding, LLC (hereinafter "TCG"), by and through its Member and Manager, Matthew Farkas (collectively referred to as "the Parties"):

An arbitration award reduced to judgment in favor of the TCG exists (the "Judgment");

1st 100 and F100 have been awarded a judgment in the amount of \$2,211,039,718.46 against judgment debtors Raymond Ngan, Relativity Capital Group, LTD, Relativity Capital, LLC and Relativity Enterprises, Inc. (the "Award")

The Parties wish to resolve the dispute without further litigation;

TCG wishes to obtain assurances of the recovery of its investment and secure a method of obtaining payment;

1st 100 and F100 wish to pay the amount owed as a single lump sum payment upon recovery from the Award;

NOW, THEREFORE, 1st 100 and the TCG hereby represent, warrant and agree as follows:

1. 1st 100 agrees the TCG is currently owed \$1,000,000.00 plus 6% per annum since the date of investment, and this amount is secured by the Judgment;

2. 1st 100 will pay the amount owed to the TCG as follows:

a. Concurrent with its collection of proceeds from the sale of its Award, 1st 100 and/or F100 will cause to pay \$1,000,000 plus 6% interest accrued from the date of investment to TCG/Farkas;

3. Interest will continue to accrue on the balance until such time of payment;

5. Upon execution of the Agreement, TCG will file a dismissal with prejudice of the current actions related to this matter, including the arbitration award and all relation motions and actions pending in the District Court;

6. The Parties agree that each shall bear its own costs and attorney's fees;

7. The Parties agree to waive the right to receive written findings of fact, conclusions of law and with regard to this Agreement;

8. The Parties each warrant that no promise or inducement has been offered except as herein set forth, that this Agreement is executed without reliance upon any statement or representation except as contained herein, that the terms and conditions of this Agreement are fair and reasonable, and that all of the Parties are of legal age, and/or are legally competent to execute this Agreement, and have done so after a full opportunity to consult with competent, independent counsel;

9. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same agreement. Copies of signatures, including fax copies and pdfs, shall be deemed originals;

10. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, without regard to the conflicts of laws and principles thereof;

11. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, their successors and assigns;

12. No provision of this Agreement shall be waived or modified except in writing signed by all Parties hereto;

13. This Agreement represents the entire understanding of the Parties and there are no other agreements or representations other than those contained herein;

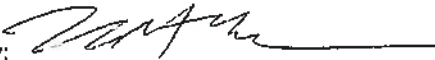
14. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement;

SIGNATURE PAGE TO FOLLOW


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DATED: January 6, 2021.

MATTHEW FARKAS
50% Member and Manager
TCG Farkas Funding, LLC

By: 
Matthew Farkas
3345 Birchwood Park Place
Las Vegas, NV 89141

1st One Hundred Holdings, LLC

By: 
Its: Manager
Print
Name: Jay Bloom

First 100, LLC


By: 
Its: Manager
Print
Name: Jay Bloom

Exhibit 1-D

Matthew Farkas
3345 Birchwood Park Circle
Las Vegas, NV 89141

January 6, 2021

Erika Pike Turner, Esq.
Garman Turner Gordon
7251 Amigo Street, Suite 210
Las Vegas, NV 89119
eturner@gtg.legal

Re: Non-Consent to Legal Representation of TGC/Farkas Funding, LLC

Dear Ms. Pike Turner:

I am writing this letter regarding TGC/Farkas Funding, LLC and the collection efforts that have taken place against First 100, LLC and First One Hundred Holdings, LLC ("First 100").

When I initially agreed to Garman Turner Gordon representing TGC/Farkas Funding, LLC, it was with the express understanding that such representation would preclude any form of litigation against First 100 or its officers, directors, members, successors or assigns.


Notwithstanding, the matter did eventually go to an arbitration and I understand that the arbitrator has issued an award in favor of TGC/Farkas Funding, LLC.

I had no knowledge of, did not and would not have approved of, nor have I been involved in or consented to any discussions regarding the collection efforts of the judgment against First 100, LLC. I would have insisted on having had input on such efforts and would never have consented to the actions your firm is taking.

Please be advised that, as a 50% member of TGC/Farkas Funding, LLC, I no longer consent to Garman Turner Gordon taking any further legal actions on behalf of TGC/Farkas Funding, LLC and therefore I am terminating the representation as it relates to the matter against First 100, effective immediately.

Thank you for your attention to this matter.

Sincerely,



Matthew Farkas

OPP020
AA0374

Exhibit 2

DECL
1 GARMAN TURNER GORDON LLP
2 ERIKA PIKE TURNER
Nevada Bar No. 6454
Email: eturner@gtg.legal
3 DYLAN T. CICILIANO
Nevada Bar. No. 12348
4 Email: dciciliano@gtg.legal
7251 Amigo Street, Suite 210
5 Las Vegas, Nevada 89119
Tel: (725) 777-3000
6 Fax: (725) 777-3112
Attorneys for Plaintiff

7
8 DISTRICT COURT
9 CLARK COUNTY, NEVADA

10 TGC/FARKAS FUNDING, LLC,
11 Plaintiff,

CASE NO. A-20-822273-C
DEPT. 13

12 vs.

13 FIRST 100, LLC, a Nevada Limited Liability
Company; FIRST ONE HUNDRED
14 HOLDINGS, LLC, a Nevada limited liability
company aka 1st ONE HUNDRED HOLDINGS
15 LLC, a Nevada Limited Liability Company,

16 Defendants.

**DECLARATION OF DYLAN T.
CICILIANO IN SUPPORT OF
OPPOSITION TO DEFENDANTS'
MOTION TO ENFORCE SETTLEMENT
AND VACATE POST-JUDGMENT
DISCOVERY PROCEEDINGS; AND
COUNTERMOTION 1) TO STRIKE THE
AFFIDAVIT OF JASON MAIER, AND
2) FOR SANCTIONS**

17 I, Dylan T. Ciciliano, declare as follows:

18 1. I am an attorney licensed to practice law in the State of Nevada and am an associate
19 in the law firm of Garman Turner Gordon LLP, counsel of record for Plaintiff TGC/Farkas
20 Funding, LLC ("Plaintiff") in the above-captioned case. In such capacity, I have developed
21 personal knowledge regarding the facts set forth below.

22 2. I make this Declaration in support of the Opposition to Defendants' Motion to
23 Enforce Settlement and Vacate Post-Judgment Discovery Proceedings; and Countermotion 1) to
24 Strike the Affidavit of Jason Maier, and 2) for Sanctions.

25 3. Attached hereto as **Exhibit 2-A** is a true and correct copy of a transcript of a
26 recorded telephone conversation between me and Matthew Farkas from January 21, 2021.

27 4. A true and correct copy of a January 14, 2021 letter, with attachments, sent by Raffi
28

1 Nahabedian ("Nahabedian") is attached hereto as **Exhibit 2-B**. Nahabedian's letter did not include
2 the settlement agreement.

3 5. After receiving the January 14, 2021 letter, beginning on January 15, 2021, both
4 Erika Turner and I demanded the settlement documents from MGA and Nahabedian. They refused
5 or failed to provide the settlement agreement.. True and correct copies of our demands are attached
6 hereto as **Exhibit 2-C**. The first production of the settlement agreement by Defendants was when
7 it was filed with the Court in conjunction with the Motion.

8 6. A true and correct copy of the letter sent by GTG in response to Nahabedian's
9 January 14, 2021 letter is attached hereto as **Exhibit 2-D**.

10 7. Attached hereto as **Exhibit 2-E** is a true and correct copy of a January 20, 2021
11 letter from Nahabedian to Plaintiff that was sent to Matthew Farkas. The termination letter was
12 sent directly to Farkas and not copied to Plaintiff's manager, TGC 100 Investor, LLC, or Plaintiff's
13 counsel of record.

14 8. On January 24, 2021, Joseph Gutierrez ("Gutierrez") confirmed to me that MGA
15 would receive a contingency fee from the sale of Defendants' sole asset, a judgment.

16 9. Then, on January 24, 2021, Ms. Turner and I requested information related to the
17 purported asset sale and agreed to be subject to a non-disclosure agreement in a phone conversation
18 with Gutierrez. Gutierrez stated that Defendants would not provide Plaintiff or its counsel with
19 any details of the sale.

20 ///

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10. On December 18, 2020, Plaintiff issued post-judgment discovery to Defendants, including interrogatories, requests for production of documents and notices of intent to issue subpoenas. Despite that responses were due on or before January 17, 2021, Defendants failed to provide any discovery requested.

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

Executed this 26th day of January, 2021.

/s/ Dylan T. Ciciliano
DYLAN T. CICILIANO, Declarant

Exhibit 2-A

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9 TRANSCRIPT OF RECORDED TELEPHONE CONVERSATION BETWEEN
10 DYLAN CICILIANO, ESQ. AND MATTHEW FARKAS
11 Transcribed on January 20, 2021
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23

24 Transcribed by: Kimberly A. Farkas, RPR, CCR #741
25 Realtime Trials Reporting (702) 277-0106

1 **DYLAN CICILIANO:** Hi. This is Dylan.

2 **MATTHEW FARKAS:** Hi, Dylan. It's
3 Matthew Farkas. How are you?

4 **DYLAN CICILIANO:** Hi, Matthew. I have to let
5 you know that I'm recording this call, by the way.

6 **MATTHEW FARKAS:** Oh, that's absolutely fine.
7 That's absolutely fine.

8 **DYLAN CICILIANO:** All right. So --

9 **MATTHEW FARKAS:** The reason I called, I just
10 wanted to let you know that I got the note from Matt,
11 which I guess is from Erika. I think it's fine. I'm
12 glad you sent it. The First 100 people were basically
13 threatening to sue me.

14 Here's the bottom line. Adam Platto, who is
15 with TGC Farkas. I'm the Farkas part of TGC Farkas,
16 obviously. I have an issue with First 100, which I
17 completely agree with. The unfortunate part of this
18 whole incident was that the head of First 100 Jay
19 Bloom, also happens to be my brother-in-law, who I
20 really don't like, but because he's married to my
21 sister, I felt that I really needed to remove myself
22 from this entire incident.

23 And what they did to me was they -- they
24 brought in another attorney, who has now since resigned
25 that space, who has stepped down. I mean, he was my

1 attorney for, like, three seconds. And they did this
2 without -- without, you know, telling me that they were
3 going to do this. This guy Raffi Nahabedian, his name
4 is. And that's who the letter went to from Erika.

5 **DYLAN CICILIANO:** So when you say -- when you
6 say that -- hold on. When you say that they stepped
7 in, who's they?

8 **MATTHEW FARKAS:** So Adam Platto -- what I did
9 was I recused myself from the whole thing because I
10 didn't want to be in between my friend Adam.

11 **DYLAN CICILIANO:** Right. In the amendment;
12 right?

13 **MATTHEW FARKAS:** I beg your pardon?

14 **DYLAN CICILIANO:** You recused yourself
15 through the amendment, where you gave up your
16 managerial rights.

17 **MATTHEW FARKAS:** Yes, that's exactly --
18 that's exactly right.

19 And the only reason I called Erika yesterday
20 was to let her know that I did not give Jay any
21 information that he asked for. He did ask for
22 information from me, which I refused to give him.

23 **DYLAN CICILIANO:** What did he ask for?

24 **MATTHEW FARKAS:** He asked for me to give him
25 that amendment that I signed. I signed the amendment

1 so that Adam could move forward with this -- with this
2 action that he wanted to do.

3 **DYLAN CICILIANO:** When did he ask you -- when
4 did he ask you for the amendment?

5 **MATTHEW FARKAS:** When did Jay ask me for the
6 amendment?

7 **DYLAN CICILIANO:** Yeah.

8 **MATTHEW FARKAS:** Yesterday.

9 **DYLAN CICILIANO:** Yesterday?

10 **MATTHEW FARKAS:** I mean, I had -- I had the
11 most hellish day yesterday. And he asked me for the
12 amendment. And he said, I'm going to sue you. He was
13 going to sue me for, you know, breach of fiduciary
14 responsibility to the company, which is complete
15 nonsense, and me trying to twist my role there as to
16 one of being the CFO, which I was never the CFO for
17 five minutes. My role as VP of finance was strictly to
18 raise capital for the company. That was my only role.

19 And so I just wanted to let Erika know that I
20 completely agreed with what she said, but they --

21 **DYLAN CICILIANO:** How did Nahabedian come in?
22 That's what I don't understand. How did you eventually
23 hire Nahabedian?

24 **MATTHEW FARKAS:** What happened -- so this is
25 what happened. Jay wanted to sue me for, you know --

1 well, I shouldn't say that. He was threatening to sue
2 me, knowing that I had no money to pay for anything.
3 And Adam knows that, too. I mean, Jay absolutely
4 destroyed me financially. My life -- I've been a mess
5 for the last several years on account of First 100. I
6 lost two jobs because of this. I mean, I don't want to
7 even bore you with the details, but it was horrible.

8 So what they did was they hired Nahabedian.
9 They hired Raffi.

10 **DYLAN CICILIANO:** Who's they, Jay Bloom hired
11 Raffi?

12 **MATTHEW FARKAS:** Jay Bloom and Joe Gutierrez,
13 who, I guess, Raffi is a friend of Joe's. They brought
14 Raffi in to represent me in the event that Adam sued
15 me.

16 **DYLAN CICILIANO:** Okay.

17 **MATTHEW FARKAS:** They came up with this whole
18 scenario.

19 Now, in fairness, I mean, things were a mess
20 back in -- and I spoke to Erika about this over the
21 summer. But, in fairness, you know, they were upset
22 with me because Jay asked me to show him what they'd
23 sent. And I -- you know, and I stupidly did, but, in
24 fact, it was good that I did because I had -- I
25 wasn't -- I didn't understand exactly what was going

1 on. I had signed a document several years back that
2 Adam didn't sign, but I signed because they were
3 threatening not to give me my back pay if I didn't
4 sign.

5 You know, Jay -- First 100 has never done
6 anything or asked me for anything where I wasn't under
7 duress to sign something. And they've always held
8 money as a, you know, as a hot button for me because
9 they knew that I'd been in trouble financially.

10 **DYLAN CICILIANO:** So when did -- when did Joe
11 and Jay hire Nahabedian for you?

12 **MATTHEW FARKAS:** I think last week at some
13 point.

14 **DYLAN CICILIANO:** Okay.

15 **MATTHEW FARKAS:** But Nahabedian has now said
16 he is not going to represent me at all.

17 **DYLAN CICILIANO:** Okay. Well -- so they've
18 now -- so you're aware of what happened, they just
19 filed a motion with the court to enforce a settlement
20 agreement that you signed with Jay Bloom. Where did
21 that settlement agreement come from?

22 **MATTHEW FARKAS:** I don't -- what settlement
23 agreement? I didn't even know this.

24 **DYLAN CICILIANO:** There's a settlement
25 agreement that has your signature on it dated

1 January 6th, 2021.

2 **MATTHEW FARKAS:** A settlement agreement for
3 January 6th?

4 **DYLAN CICILIANO:** Yeah. And in the
5 settlement agreement, I'll tell you, it releases your
6 arbitration or the TGC Farkas' arbitration award and
7 fee award against Jay Bloom and First 100. It totally
8 gets rid of the case and says the case is dismissed.
9 And it's signed by you and it says that you have the
10 authority to do so on behalf of TGC Farkas.

11 **MATTHEW FARKAS:** But I don't.

12 **DYLAN CICILIANO:** I understand you don't, but
13 that's what the settlement agreement says. And it's
14 signed by you and Jay dated January 6th.

15 **MATTHEW FARKAS:** Would it be possible for you
16 to send me a copy of that?

17 **DYLAN CICILIANO:** I mean, I'm happy to send
18 it to you. Are you in front of your computer right
19 now?

20 **MATTHEW FARKAS:** Yes, I am.

21 **DYLAN CICILIANO:** Okay. While we're talking,
22 I'll send it to you so we can go over it. I mean, the
23 realty is there's going to be an evidentiary hearing on
24 this. And you're going to have to participate and to
25 explain what happened here. Because no one truly is,

1 or at least on our end, we don't understand. The first
2 we learned of it was when we got a letter, that letter
3 from Nahabedian. And, evidently -- and in this it says
4 that you and Jay Bloom negotiated this settlement
5 agreement.

6 **MATTHEW FARKAS:** I didn't negotiate any
7 agreement with Jay.

8 **DYLAN CICILIANO:** I'll send it to you. Hold
9 on. I'm trying to extract the pages.

10 **MATTHEW FARKAS:** Which -- just let me know,
11 Dylan, which email are you sending it to?

12 **DYLAN CICILIANO:** That was going to be my
13 next question. I need to know your email address.

14 **MATTHEW FARKAS:** Oh, okay. Send it to
15 Matthew, two Ts, Farkas, 70, 7-0 at Gmail, do you mean.
16 So MatthewFarkas70, one word, at Gmail.

17 **DYLAN CICILIANO:** I'm attaching this right
18 now.

19 **MATTHEW FARKAS:** I mean, you guys need to
20 understand one thing. And I'm glad it's being
21 recorded, frankly. I have never done anything when I
22 wasn't under duress with Jay. I mean, he is -- and I
23 told this to Erika. Jay -- Jay uses litigation. It's
24 a blood sport for him. And the unfortunate thing here
25 in this situation -- I just got it -- the unfortunate

1 thing here in this situation, Dylan, is that Adam has a
2 lawyer, Jay has a lawyer, Matthew doesn't have a
3 lawyer.

4 **DYLAN CICILIANO:** Well, Matthew, we represent
5 the entity. We represent the entity's interest.

6 **MATTHEW FARKAS:** Right.

7 **DYLAN CICILIANO:** That's what we do. So we
8 don't represent Adam. We represent TGC Farkas and the
9 interest there.

10 **MATTHEW FARKAS:** So then you are my lawyer?

11 **DYLAN CICILIANO:** Well, we're not your lawyer
12 personally. We're the entity's lawyer.

13 Are you there?

14 **MATTHEW FARKAS:** Okay. So -- all right.

15 Yes, I am right here. So I'm looking at this. So
16 explain this to me.

17 **DYLAN CICILIANO:** Okay.

18 **MATTHEW FARKAS:** Because I do not remember --
19 I do not remember signing this.

20 **DYLAN CICILIANO:** Have you ever seen this
21 document?

22 **MATTHEW FARKAS:** And it was only on the 6th.

23 **DYLAN CICILIANO:** Yes. Have you seen this
24 document before?

25 **MATTHEW FARKAS:** I do not remember seeing

1 this document.

2 **DYLAN CICILIANO:** Did you negotiate this
3 document?

4 **MATTHEW FARKAS:** No. I don't think so. But,
5 you know what, let me look at -- let me look at
6 something, Dylan. Hang on one second.

7 **DYLAN CICILIANO:** Yeah, sure. This was two
8 weeks ago. So go ahead.

9 **MATTHEW FARKAS:** I understand. What I'm
10 looking at or, I should say, what I'm looking for, Jay
11 sent me a whole bunch of things to sign. And he said,
12 you have to do this right away and get right back to
13 me, and this is going to absolve you from everything.

14 I mean -- well -- so what you're telling me
15 though is that this isn't going to happen; right?

16 **DYLAN CICILIANO:** No, no. They're moving the
17 court to get it to happen and have everything
18 dismissed.

19 **MATTHEW FARKAS:** They can't get it dismissed.

20 **DYLAN CICILIANO:** They're claiming that you
21 told them that you had authority to do this.

22 **MATTHEW FARKAS:** I -- oh, now, wait a minute.
23 They are lying. Oh, my God. This is on tape? Dylan,
24 this is Matthew Farkas. They are lying. I never told
25 them I had the authority to do anything. This is a

1 complete fabrication.

2 **DYLAN CICILIANO:** Did you -- did Jay know --
3 well, when did Jay -- did you ever tell Jay about the
4 amendment to the operating agreement?

5 **MATTHEW FARKAS:** He knew about it in
6 September.

7 **DYLAN CICILIANO:** So he knew about the
8 amendment --

9 **MATTHEW FARKAS:** And he was furious with me
10 because it allowed Adam to move this forward and
11 essentially win the case. But I never -- I never
12 told -- I never told Jay I had the authority to do
13 anything.

14 **DYLAN CICILIANO:** So in --

15 **MATTHEW FARKAS:** We never talked about this.

16 **DYLAN CICILIANO:** So in September, Jay knew
17 about the amendment?

18 **MATTHEW FARKAS:** Of course.

19 **DYLAN CICILIANO:** When you say, "of course,"
20 why do you mean "of course." Did he look at it?

21 **MATTHEW FARKAS:** I didn't send him anything,
22 but, you know, he told me that he knew about it. Hang
23 on. Let me -- Let me -- I'm just -- I had to hang up
24 on my wife. I'm sorry. She was calling me, but I'll
25 just text her and tell her I'm on with you.

1 Dylan, here's my problem. I wanted to be
2 removed from this whole thing because I didn't want to
3 be in the middle of it. Okay. I didn't want to sue my
4 brother-in-law and I didn't want to hurt my friends so
5 I just wanted to be away from it. And I spoke to
6 Michael Bush, you know, at the end of last year, last
7 fall. And he said that they're going to handle it
8 through the lawyers. But I never told Jay that I had
9 the authority to do anything. He is lying.

10 **DYLAN CICILIANO:** Well, I mean, when you
11 signed this settlement agreement, apparently, it says
12 that you have the authority.

13 **MATTHEW FARKAS:** Well, then that's -- that's
14 my fault because then I should have read it more
15 carefully. But, like an idiot, I trusted Jay.

16 But let me -- I'm just looking through my
17 emails right now so hang on one second. Okay. One
18 second.

19 I honestly -- Dylan, I am looking through my
20 emails right now and I don't see this email. And I
21 certainly never told -- now, wait. Did they say that I
22 signed this or they said that I told them that I had
23 the authority to do this?

24 **DYLAN CICILIANO:** Well, they said that you
25 signed it. The agreement says that you have the

1 authority. The agreement --

2 **MATTHEW FARKAS:** Oh, all right. Well, in
3 fairness, that is a little different.

4 **DYLAN CICILIANO:** Hold on. Hold on. Let me
5 go up. And it is says --

6 **MATTHEW FARKAS:** So can I just write
7 something down?

8 **DYLAN CICILIANO:** Yeah. I'm not going to
9 stop you from writing something down.

10 **MATTHEW FARKAS:** Yeah, let me just write --
11 let me just write something down. So what you're
12 saying is that these documents sent by Jay -- all
13 right. Let me just see something. Hold on.

14 Yeah, I don't have anything in my email. Oh,
15 wait a minute. I have some hard copy stuff. Hang on
16 one second.

17 Because what Jay told me was that Joe -- Jay
18 told me that Joe wanted to sue me. Joe -- and then Jay
19 turned around and he said, well, Joe told me that I
20 should sue you, but Jay was saying -- now, let me see.
21 Release hold harmless, indemnification.

22 Yeah. See, Jay -- Jay was all over me. I
23 had to get it back to him in 15 minutes. I didn't have
24 a chance to give it to a lawyer, not that I had a
25 lawyer to give it to. But because I was never under

1 the -- yeah, there it is. There, I signed it.

2 But I never -- but I never -- stupid me, I
3 didn't understand what the hell I was signing. I was
4 just signing it because Jay was telling me that they
5 were going to get Raffi to defend me in the event that
6 Adam wanted to sue me.

7 **DYLAN CICILIANO:** So when -- so when did he
8 provide you these documents?

9 **MATTHEW FARKAS:** The other day, last week.

10 **DYLAN CICILIANO:** Like, what day last week?

11 **MATTHEW FARKAS:** I'm sorry. I'm looking
12 through my emails. I have the hard copies, but I'm
13 looking through my emails. Hang on. Let me just see
14 something. Tuesday.

15 This is the strangest thing. I don't have it
16 in my emails, yet, I have the hard copy. Oh, I know
17 why. He didn't send me an email. This is why it's not
18 in my emails.

19 Jay sent the documents directly to the UPS
20 store near my house. And I got the documents in the
21 UPS store. I signed them. They scanned them and sent
22 them back. That's why they're not in my emails.

23 **DYLAN CICILIANO:** Okay. And did he ever tell
24 you what the documents were?

25 **MATTHEW FARKAS:** He just said -- no. He just

1 said that I was signing a document to engage Raffi in
2 case Adam decided to sue me personally. And that he
3 would -- and that Adam would -- not Adam -- that Raffi
4 was going to be my lawyer.

5 **DYLAN CICILIANO:** Did Raffi sign -- did you
6 sign an engagement agreement with Raffi?

7 **MATTHEW FARKAS:** Yeah, I think I did. I
8 think I did, yeah.

9 **DYLAN CICILIANO:** And what does --

10 **MATTHEW FARKAS:** But Jay had me convinced
11 that I was either going to get sued by him or by Adam.

12 **DYLAN CICILIANO:** And what is the engagement
13 agreement -- do you have the engagement agreement with
14 Raffi?

15 **MATTHEW FARKAS:** Let me go back and look in
16 the hard copies. Probably. Yeah, hang on one second.
17 I'm happy to send it to you.

18 **DYLAN CICILIANO:** Please.

19 **MATTHEW FARKAS:** I am happy -- now, I'm going
20 to have to take pictures of it because -- or I can go
21 to the UPS store tomorrow and send it to you, if that's
22 easier.

23 **DYLAN CICILIANO:** The pictures are fine so
24 long as I can read them.

25 **MATTHEW FARKAS:** Okay. All right. Hang on

1 one second. So Jay completely lied to me again.
2 Dylan, I swear to God, I hope you fuckin' put him in
3 jail. And I don't care that that's on the -- Attorney
4 Retainer Agreement. Here we go. Here we go. Attorney
5 Retainer. There's my signature.

6 Got it. Okay. I can send this to you right
7 now. In fact, I can -- what I can do is I have one of
8 those -- oh, my, God -- one of those scanners on my
9 iPhone.

10 **DYLAN CICILIANO:** Right.

11 **MATTHEW FARKAS:** And I can send you -- I can
12 scan it to you. I'll do it right now while we're on
13 the phone.

14 **DYLAN CICILIANO:** Okay.

15 **MATTHEW FARKAS:** So I make sure that you get
16 this. You know, once again, Jay lied to me. I fucking
17 hate him. I swear to God, I fucking hate him.

18 All right. Hang on one second. All right.
19 Sorry. I know this -- I shouldn't say that.

20 **DYLAN CICILIANO:** I understand you're
21 frustrated. I'm not criticizing you for your language
22 or your thoughts so -- and, honestly, I'm trying to
23 figure out what's happening here. Because, as I've
24 said, they now are going to court saying, get rid of
25 the judgment and dismiss it. So we need to get to the

1 bottom of this as quick as possible.

2 **MATTHEW FARKAS:** Okay. All right. Now,
3 okay. So I took the pictures. Now let me get to my
4 scanner. Okay. Oh, wait a minute. I'm an idiot. I
5 just took pictures of it. I didn't take pictures with
6 the scanner. Hold on. Hang on one second. Almost
7 done. Almost done.

8 **DYLAN CICILIANO:** Now, how did you know that
9 Joe Gutierrez was recommending Raffi?

10 **MATTHEW FARKAS:** Jay told me.

11 **DYLAN CICILIANO:** Did you talk to Joe?

12 **MATTHEW FARKAS:** Hang on. Not about this.
13 All right. Hang on. All right. Hang on.

14 All right. Now, what is your email?

15 **DYLAN CICILIANO:** I just sent you the one. I
16 just sent you an email to your Gmail; remember? My
17 name is long. I can spell it out to you. It's D, as
18 in Dylan; C, as in Charlie; I, as in igloo; C, as in
19 Charlie; I, as in igloo --

20 **MATTHEW FARKAS:** There. I got it. I got it.
21 All right. I just sent them, four pages.

22 **DYLAN CICILIANO:** Okay. It's encrypted.

23 So when you said you didn't talk to Joe about
24 this, what did you talk to Joe about?

25 **MATTHEW FARKAS:** So this is what happened.

1 Jay called me and said, Joe is -- Joe wants to sue you.
2 Meaning, Joe wanted to sue me. And they were going to
3 sue me, allegedly -- they were going to sue me,
4 allegedly, for -- they said they were going to sue me
5 for breach of fiduciary responsibility to First 100.
6 Now, I don't know why the hello -- I don't know what
7 fiduciary responsibility I was breaching, but that's
8 what they said.

9 So I get Joe on the phone and I said, Joe,
10 what is going on here? And Joe said, Matthew, I'm not
11 suing you. He said, I don't even have the power to sue
12 you. I am simply First 100's lawyer.

13 So the thing is, Jay didn't have the guts to
14 tell me that he was thinking about suing me. So it
15 wasn't Joe, but it was Jay that was going to sue me.

16 So we had a long talk about what was going on
17 here. And, I mean, if you want, I can give you the
18 whole story, but in a nutshell, Joe said that nobody
19 has more at risk here than his law firm because the
20 company owes Joe, I think, like, a couple of million
21 dollars at least in back fees. They owe Joe -- Jay
22 owes Joe a fortune; right. And they keep saying, I
23 wish Adam wouldn't do this now because they are
24 supposedly very close to signing an agreement where
25 someone is going to buy the judgment.

1 Are you aware of the judgment that First 100
2 has?

3 **DYLAN CICILIANO:** Yeah, the judgment that
4 they allegedly assigned to TGC Farkas in that
5 settlement agreement.

6 **MATTHEW FARKAS:** No, no, no, are you of the
7 judgment --

8 **DYLAN CICILIANO:** The \$2 billion judgment,
9 yes. In that settlement agreement, they allegedly get
10 that.

11 **MATTHEW FARKAS:** Well, right. Nobody thinks
12 that we're going to get -- or I certainly don't think
13 we're going to get anything. But Jay, apparently, has
14 found someone who is willing to buy the judgment for
15 \$48 million; okay. He has allegedly found someone.
16 And, supposedly, this is going to happen within 30
17 days. Now, Jay said by the end of January, but he said
18 it could slip into February, but he has found someone.
19 And at that point, Adam will get all his money back.

20 And they're saying that -- what they're
21 complaining about, what Joe said, meaning Jay, is
22 complaining about, is that this is -- he is saying that
23 Adam is obstructing this deal from happening because if
24 they feel that Jay is getting sued in the courts over
25 this, that these people may walk away. They don't want

1 to get in the middle of anything. Which I don't blame
2 them, except I don't even believe that anybody is
3 there.

4 Now, I don't know that for a fact. I don't
5 know that. And both Jay and Joe have told me the same
6 story, that it's \$48 million. That this person -- you
7 know, that they've been negotiating with this person
8 now since August, or maybe even before that. But I
9 know from my own experience on Wall Street that when
10 people want to do something, they do it. They don't
11 take six, seven, eight months to make a decision on
12 something like this. They either get it and believe
13 they're going to collect or they don't, and that's it.

14 And, in fact, three, four years ago, I
15 actually put the judgment right after we got it in
16 front of five very sophisticated litigation funding
17 firms in New York, one of them being managed by one of
18 my oldest friends from, you know, middle school. And
19 all five of these firms walked away.

20 So I don't actually believe this is going to
21 happen. But, in fairness, I haven't seen any
22 documents. I don't know who they're talking to. I
23 don't know anything. I'm just going based on my belief
24 that nothing that Jay has ever told me has been true.

25 And, by the way, he didn't tell me that he

1 was going to do what he did today with this so --

2 **DYLAN CICILIANO:** When you say, "with this,"
3 you're saying with the settlement agreement, he didn't
4 tell you that?

5 **MATTHEW FARKAS:** He didn't tell me anything.
6 He doesn't -- listen, this is what Jay does. Jay says
7 to me, Matthew, I'm going to sue you. You know how
8 influential I am in the courts.

9 And this is one thing you should be aware of
10 here, and I told this to Erika over the summer. Jay
11 has a black belt in defending himself and drawing
12 things out. He's not a lawyer, but he definitely plays
13 one on television, and this is what he is really good
14 at. And Jay has completely ingratiated himself in
15 Las Vegas.

16 Now, by the way, just so I'm clear -- I'm on
17 tape now. That's fine. But I'm assuming that this
18 is -- you're not going to give this tape to Jay.

19 **DYLAN CICILIANO:** Well, so, I mean, candidly,
20 I mean, this is the -- this is -- you know, I told you
21 I represent the company. And to the extent that if you
22 were to testify at some point and you testify
23 inconsistent with this, I will have -- I'm mean, I'm
24 going to have to introduce it.

25 **MATTHEW FARKAS:** All right. Well, fine. I'm

1 not saying anything here that's untrue.

2 **DYLAN CICILIANO:** Yeah. I'm being real
3 candid with you. Like I said, I represent the company.
4 I'm not your personal attorney. And the whole purpose
5 of this is both to protect me and to protect -- well,
6 it's mostly to protect me and the company, such that,
7 if there's ever a disagreement as to what was said
8 here, we can definitively resolve that because I don't
9 want to be a witness.

10 **MATTHEW FARKAS:** Well, look, jay is very good
11 at defending himself. And he's ingratiated himself in
12 the legal community in Las Vegas. Like, I'm sure you
13 know he's on the Nevada State Bar disciplinary board;
14 right?

15 **DYLAN CICILIANO:** Or he was; right.

16 **MATTHEW FARKAS:** Is he no longer?

17 **DYLAN CICILIANO:** I don't know. I've heard
18 that. I don't know one way or the other.

19 **MATTHEW FARKAS:** Well, unless you've heard
20 differently, he is.

21 **DYLAN CICILIANO:** Okay.

22 **MATTHEW FARKAS:** And he's also -- he's also
23 on the Metropolitan Police disciplinary board. So he's
24 definitely very plugged in. He's friends with a lot of
25 judges. I'm sure you know he's been politically

1 active. You know, these aren't -- there's nothing
2 wrong with any of this stuff. I'm just -- I'm only
3 letting you know this to -- for you to understand that
4 he will be quite an adversary. But in terms of telling
5 me -- I mean, yes, I signed this stuff. I mean, my
6 signature is on it. I can't deny it. But he didn't --
7 he didn't take any pains to explain to me what I was
8 signing. He just said, you know, Joe wants to sue you
9 so you better sign this or we're going to sue you.

10 **DYLAN CICILIANO:** Right.

11 **MATTHEW FARKAS:** I mean, I would -- I
12 absolutely signed this under duress.

13 **DYLAN CICILIANO:** Okay.

14 **MATTHEW FARKAS:** And I can honestly say also
15 that every time I have -- every time I deal with Jay
16 related to this, I mean, it is always, you know, I hurt
17 him, you know, that I've hurt the company. And, you
18 know, the fact is that I think -- I mean, I don't
19 know -- well, you know what, I probably, in all
20 fairness, I probably said enough. I think I've given
21 you all the information that you need. But I did not
22 discuss anything with Jay. I did not realize that my
23 signature was helping to end this. And Jay and I will
24 have to have a conversation about that at another time.

25 **DYLAN CICILIANO:** All right. Well, like I

1 said, this is now -- the court has just, as we're
2 talking, has set this for -- it says, "Move to enforce
3 the settlement agreement on January 28th, 2021 at
4 9:00 a.m."

5 We have to figure out what to do here
6 because, as I said, the effect of the settlement
7 agreement is to wipe out the proceedings, and it's all
8 based on your signature on that what they claim was
9 your apparent authority.

10 **MATTHEW FARKAS:** No. No. Now, that is --
11 that is completely untrue. I never had the authority
12 to do that.

13 **DYLAN CICILIANO:** And Jay knew that?

14 **MATTHEW FARKAS:** Of course, he did. I told
15 him time and again I had removed myself from having any
16 part of this. And you can go to Michael Bush. They
17 wrote me a letter saying as much.

18 **DYLAN CICILIANO:** Okay. Well, you know,
19 we've got to figure this out. I may have to reach out
20 to -- I mean, we're going to need a declaration from
21 you certainly on this, you know, as to what --

22 **MATTHEW FARKAS:** Oh, believe me, it will be
23 my pleasure to give it to you.

24 **DYLAN CICILIANO:** Okay.

25 **MATTHEW FARKAS:** I had no idea -- Dylan, I

1 had no idea that this was -- that this is what the plan
2 was. I had no idea. And this is why I say to Jay and
3 I say to you, I don't have a lawyer. I don't have
4 anybody to talk to about these things. So when one of
5 the two parties asks me to sign something because it's
6 going to help them, you know, I don't want to -- I
7 didn't necessarily want to hurt Jay and I certainly
8 didn't want to hurt Adam. I didn't want to hurt
9 anybody. I didn't want to be a part of this.

10 **DYLAN CICILIANO:** No, I --

11 **MATTHEW FARKAS:** I didn't want to be part of
12 this.

13 **DYLAN CICILIANO:** All right. I mean, you're
14 very much a part of it now. And so --

15 **MATTHEW FARKAS:** Goddamnit. Oh, my God. I
16 am so angry right now, you have no idea. You have no
17 idea how angry I am right now at Jay. You can't even
18 imagine.

19 **DYLAN CICILIANO:** Well, I mean, it's bad. If
20 they win on the motion and force settlement, they
21 extinguish a million-dollar investment.

22 **MATTHEW FARKAS:** Oh, my God. I am so angry
23 with Jay right now. I am so angry with him. You go
24 get him. Excuse me for saying that, but you guys go
25 get him.

1 **DYLAN CICILIANO:** All right. Well, I'll be
2 back in touch because it doesn't end with this phone
3 conversation.

4 Can you send me anything else that Jay or
5 anyone else had sent you regarding this subject matter
6 in the past couple days or past couple weeks so I can
7 see?

8 **MATTHEW FARKAS:** Yes.

9 **DYLAN CICILIANO:** Thank you. Like I said,
10 we've got to figure out what we're going to do here
11 because, at this point, they're hanging their hat on
12 the fact that you signed it, you negotiated it, you had
13 counsel --

14 **MATTHEW FARKAS:** I negotiated nothing. I
15 negotiated nothing. Jay sent me a bunch of documents.
16 He said, you have to sign these things right away, and
17 that we will protect you. Those were his exact words,
18 we will protect you. If Adam sues you, we will protect
19 you. Those were his exact words. If Adam sues you, we
20 will protect you. We will pay for your defense.

21 **DYLAN CICILIANO:** Who paid the retainer for
22 Nahabedian?

23 **MATTHEW FARKAS:** Jay.

24 **DYLAN CICILIANO:** Well, you didn't pay it;
25 right?

1 **MATTHEW FARKAS:** No. I don't have the money
2 to pay for a lawyer. That's why I'm in this position
3 right now. I don't have the money to pay for a lawyer.
4 You guys go get him. You go get him.

5 **DYLAN CICILIANO:** All right. Well, thanks
6 for taking the time, and, like I said, we'll be in
7 touch.

8 **MATTHEW FARKAS:** All right. Thanks. Bye.

9 **DYLAN CICILIANO:** Bye.

10 (Whereupon, the recording was concluded.)

11 -o0o-

12 ATTEST: FULL, TRUE, AND ACCURATE TRANSCRIPT OF
13 RECORDED CONVERSATION.

14
15 *Kimberly A. Farkas*
16 7S/ Kimberly A. Farkas, RPR, CRR
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DYLAN CICILIANO: [81]	absolve [1] 10/13	another [2] 2/24	24/8	came [1] 5/17
MATTHEW FARKAS: [80]	account [1] 5/5	23/24	basically [1] 2/12	can [16] 7/22 13/6
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\$48 [2] 19/15 20/6	active [1] 23/1	24/15	12/3 12/5 15/4 21/9	16/11 17/17 18/17
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15 [1] 13/23	16/16 24/15	arbitration [2] 7/6	before [2] 9/24 20/8	certainly [4] 12/21
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<p>P</p> <p>pages [2] 8/9 17/21</p> <p>paid [1] 26/21</p> <p>pains [1] 23/7</p> <p>pardon [1] 3/13</p> <p>part [6] 2/15 2/17 24/16 25/9 25/11 25/14</p> <p>participate [1] 7/24</p> <p>parties [1] 25/5</p> <p>past [2] 26/6 26/6</p> <p>pay [6] 5/2 6/3 26/20 26/24 27/2 27/3</p> <p>people [3] 2/12 19/25 20/10</p> <p>person [2] 20/6 20/7</p> <p>personal [1] 22/4</p> <p>personally [2] 9/12 15/2</p> <p>phone [3] 16/13 18/9 26/2</p> <p>pictures [5] 15/20 15/23 17/3 17/5 17/5</p> <p>plan [1] 25/1</p> <p>Platto [2] 2/14 3/8</p> <p>plays [1] 21/12</p> <p>Please [1] 15/18</p> <p>pleasure [1] 24/23</p> <p>plugged [1] 22/24</p> <p>point [4] 6/13 19/19 21/22 26/11</p> <p>Police [1] 22/23</p> <p>politically [1] 22/25</p> <p>position [1] 27/2</p> <p>possible [2] 7/15 17/1</p> <p>power [1] 18/11</p> <p>probably [3] 15/16</p>	<p>Q</p> <p>question [1] 8/13</p> <p>quick [1] 17/1</p> <p>quite [1] 23/4</p> <p>R</p> <p>Raffi [12] 3/3 5/9 5/11 5/13 5/14 14/5 15/1 15/3 15/5 15/6 15/14 17/9</p> <p>raise [1] 4/18</p> <p>reach [1] 24/19</p> <p>read [2] 12/14 15/24</p> <p>real [1] 22/2</p> <p>realize [1] 23/22</p> <p>really [3] 2/20 2/21 21/13</p> <p>Realtime [1] 1/25</p> <p>realty [1] 7/23</p> <p>reason [2] 2/9 3/19</p> <p>recommending [1] 17/9</p> <p>recorded [3] 1/9 8/21 27/13</p> <p>recording [2] 2/5 27/10</p> <p>recused [2] 3/9 3/14</p> <p>refused [1] 3/22</p> <p>regarding [1] 26/5</p> <p>related [1] 23/16</p> <p>Release [1] 13/21</p> <p>releases [1] 7/5</p> <p>remember [4] 9/18 9/19 9/25 17/16</p> <p>remove [1] 2/21</p> <p>removed [2] 12/2 24/15</p> <p>Reporting [1] 1/25</p> <p>represent [8] 5/14 6/16 9/4 9/5 9/8 9/8 21/21 22/3</p> <p>resigned [1] 2/24</p> <p>resolve [1] 22/8</p> <p>responsibility [3] 4/14 18/5 18/7</p> <p>retainer [3] 16/4 16/5 26/21</p> <p>rid [2] 7/8 16/24</p>	<p>S</p> <p>said [31]</p> <p>same [1] 20/5</p> <p>say [12] 3/5 3/6 3/6 5/1 10/10 11/19 12/21 16/19 21/2 23/14 25/2 25/3</p> <p>saying [10] 13/12 13/20 16/24 18/22 19/20 19/22 21/3 22/1 24/17 25/24</p> <p>says [9] 7/8 7/9 7/13 8/3 12/11 12/25 13/5 21/6 24/2</p> <p>scan [1] 16/12</p> <p>scanned [1] 14/21</p> <p>scanner [2] 17/4 17/6</p> <p>scanners [1] 16/8</p> <p>scenario [1] 5/18</p> <p>school [1] 20/18</p> <p>second [8] 10/6 12/17 12/18 13/16 15/16 16/1 16/18 17/6</p> <p>seconds [1] 3/1</p> <p>see [6] 12/20 13/13 13/20 13/22 14/13 26/7</p> <p>seeing [1] 9/25</p> <p>seen [3] 9/20 9/23 20/21</p> <p>send [12] 7/16 7/17 7/22 8/8 8/14 11/21 14/17 15/17 15/21 16/6 16/11 26/4</p> <p>sending [1] 8/11</p> <p>sent [11] 2/12 5/23 10/11 13/12 14/19 14/21 17/15 17/16 17/21 26/5 26/15</p> <p>September [2] 11/6 11/16</p> <p>set [1] 24/2</p> <p>settlement [15] 6/19 6/21 6/22 6/24 7/2 7/5 7/13 8/4 12/11 19/5 19/9 21/3 24/3 24/6 25/20</p> <p>seven [1] 20/11</p> <p>several [2] 5/5 6/1</p> <p>she [2] 4/20 11/24</p> <p>should [4] 10/10 12/14 13/20 21/9</p>	<p>simply [1] 18/12</p> <p>since [2] 2/24 20/8</p> <p>sister [1] 2/21</p> <p>situation [2] 8/25 9/1</p> <p>six [1] 20/11</p> <p>slip [1] 19/18</p> <p>so [54]</p> <p>some [3] 6/12 13/15 21/22</p> <p>someone [4] 18/25 19/14 19/15 19/18</p> <p>something [10] 6/7 10/6 13/7 13/9 13/11 13/13 14/14 20/10 20/12 25/5</p> <p>sophisticated [1] 20/16</p> <p>sorry [3] 11/24 14/11 16/19</p> <p>space [1] 2/25</p> <p>spell [1] 17/17</p> <p>spoke [2] 5/20 12/5</p> <p>sport [1] 8/24</p> <p>State [1] 22/13</p> <p>stepped [2] 2/25 3/6</p> <p>stop [1] 13/9</p> <p>store [3] 14/20 14/21 15/21</p> <p>story [2] 18/18 20/6</p> <p>strangest [1] 14/15</p> <p>Street [1] 20/9</p> <p>strictly [1] 4/17</p> <p>stuff [3] 13/15 23/2 23/5</p> <p>stupid [1] 14/2</p> <p>stupidly [1] 5/23</p> <p>subject [1] 26/5</p> <p>such [1] 22/6</p> <p>sue [20] 2/13 4/12 4/13 4/25 5/1 12/3 13/18 13/20 14/6 15/2 18/1 18/2 18/3</p>	<p>T</p> <p>take [4] 15/20 17/5 20/11 23/7</p> <p>taking [1] 27/6</p> <p>talk [5] 17/11 17/23 17/24 18/16 25/4</p> <p>talked [1] 11/15</p> <p>talking [3] 7/21 20/22 24/2</p> <p>tape [3] 10/23 21/17 21/18</p> <p>TELEPHONE [1] 1/9</p> <p>television [1] 21/13</p> <p>tell [8] 7/5 11/3 11/25 14/23 18/14 20/25 21/4 21/5</p> <p>telling [4] 3/2 10/14 14/4 23/4</p> <p>terms [1] 23/4</p> <p>testify [2] 21/22 21/22</p> <p>text [1] 11/25</p> <p>TGC [6] 2/15 2/15 7/6 7/10 9/8 19/4</p> <p>than [1] 18/19</p> <p>Thank [1] 26/9</p> <p>thanks [2] 27/5 27/8</p> <p>that [111]</p> <p>that's [18] 2/6 2/7 3/4 3/17 3/18 4/22 7/13 9/7 12/13 12/13 14/22 15/21 16/3 18/7 20/13 21/17 22/1 27/2</p> <p>their [1] 26/11</p> <p>them [11] 10/21 10/25 12/22 14/21 14/21 14/22 15/24 17/21 20/2 20/17 25/6</p> <p>then [4] 9/10 12/13 12/14 13/18</p> <p>there [7] 4/15 9/9</p>

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Exhibit 2-B

Raffi A. Nahabedian, Esq.
The Law Office of Raffi A. Nahabedian
7408 Doe Avenue
Las Vegas, NV 89117
(702) 379-9995 or (702) 222-1496(Fax)

Member State Bar of California

Member State Bar of Nevada

January 14, 2021

Erika Pike Turner, Esq.
Garman Turner Gordon
7251 Amigo Street, Suite 210
Las Vegas, NV 89119
eturner@gtg.legal

Re: *TGC/Farkas Funding, LLC v. First 100, LLC et al/ A-20-822273-C*

Dear Ms. Pike Turner:

Please be advised that the Law Office of Raffi A. Nahabedian has been retained as counsel by TGC/Farkas Funding, LLC with respect to the above-referenced matter (hereinafter referred to as the "TGC/Farkas v. First 100 Matter"). Enclosed herein is a termination letter addressed to your firm ("Termination Letter") that Mr. Matthew Farkas prepared and executed on behalf of TGC/Farkas Funding, LLC, and provided me in regards to my retention.

Pursuant to the TGC/Farkas Funding, LLC Operating Agreement, which specifically states that Mr. Farkas serves as both the Administrative Member and Manager, Mr. Farkas has full authority to retain and terminate legal representation for the company in his Manager capacity. For the reasons stated below and in the Termination Letter, Mr. Farkas has elected to exercise that authority.

Mr. Farkas has had growing concerns about Garman Turner Gordon's ("GTG") representation of TGC/Farkas Funding, LLC. Notably, in GTG's engagement letter that Mr. Farkas signed on behalf of TGC/Farkas Funding, LLC, Mr. Farkas included a handwritten preclusion of litigation against First 100 to make clear that litigation against was prohibited, yet somehow litigation was commenced anyway and without Mr. Farkas' written approval of the same (or a written revocation by Mr. Farkas of his instruction). Beyond that, Mr. Farkas also learned that GTG pursued aggressive judgment collection tactics against First 100, which was never discussed with or approved of beforehand by Mr. Farkas. Indeed, Mr. Farkas is not only concerned that GTG exceeded the scope of the agreed-upon engagement through its ongoing litigation and collection efforts against

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First 100, but he is now at risk of a potential claim against him by First 100 for breach of fiduciary duty as Mr. Farkas is still an officer of First 100.

We expect that GTG will take no further action on behalf of TGC/Farkas Funding, LLC in the TGC/Farkas v. First 100 Matter and, to the extent necessary, a formal written demand is hereby made that GTG cease all legal work on the same. To be clear, Mr. Farkas does not consent to GTG engaging in any further litigation or collection activities whatsoever against First 100, and TGC/Farkas Funding, LLC does not consent to GTG attempting to represent TGC/Farkas Funding, LLC now that the representation has been terminated by way of the enclosed Termination Letter.

Enclosed is a substitution of counsel for Garman Turner Gordon to execute immediately so as to ensure a smooth transition. In an effort to mitigate damages, Mr. Farkas has resolved the TGC/Farkas v. First 100, LLC Matter on behalf of TGC/Farkas and a courtesy copy of the fully executed settlement agreement is also enclosed herein.

Your prompt attention to this matter is requested and I look forward to receiving your signature on the enclosed substitution of counsel (already executed by TGC/Farkas Funding, LLC) as soon as possible to prevent any unnecessary delay.

Sincerely,



Raffi A. Nahabedian, Esq.

cc: Client (via email)

Matthew Farkas
3345 Birchwood Park Circle
Las Vegas, NV 89141

January 6, 2021

Erika Pike Turner, Esq.
Garman Turner Gordon
7251 Amigo Street, Suite 210
Las Vegas, NV 89119
eturner@gtg.legal

Re: Non-Consent to Legal Representation of TGC/Farkas Funding, LLC

Dear Ms. Pike Turner:

I am writing this letter regarding TGC/Farkas Funding, LLC and the collection efforts that have taken place against First 100, LLC and First One Hundred Holdings, LLC ("First 100").

When I initially agreed to Garman Turner Gordon representing TGC/Farkas Funding, LLC, it was with the express understanding that such representation would preclude any form of litigation against First 100 or its officers, directors, members, successors or assigns.

Notwithstanding, the matter did eventually go to an arbitration and I understand that the arbitrator has issued an award in favor of TGC/Farkas Funding, LLC.

I had no knowledge of, did not and would not have approved of, nor have I been involved in or consented to any discussions regarding the collection efforts of the judgment against First 100, LLC. I would have insisted on having had input on such efforts and would never have consented to the actions your firm is taking.

Please be advised that, as a 50% member of TGC/Farkas Funding, LLC, I no longer consent to Garman Turner Gordon taking any further legal actions on behalf of TGC/Farkas Funding, LLC and therefore I am terminating the representation as it relates to the matter against First 100, effective immediately.

Thank you for your attention to this matter.

Sincerely,



Matthew Farkas

OPP061
AA0415

RAFFI A. NAHABEDIAN

7408 Doe Avenue
Las Vegas, Nevada 89117
Tel: (702) 379-9995 / Fax: (702) 222-1496

1 RAFFI A. NAHABEDIAN, ESQ.
2 Nevada Bar No. 009347
3 **LAW OFFICE OF RAFFI A. NAHABEDIAN**
4 7408 Doe Avenue
5 Las Vegas, Nevada 89117
6 Telephone: (702) 379-9995
7 Facsimile: (702) 222-1496
8 Attorneys for Plaintiff

9
10 **DISTRICT COURT**
11 **CLARK COUNTY, NEVADA**

12 TGC/FARKAS FUNDINGG, LLC,
13
14 Plaintiff,

15 vs.

16 FIRST 100, LLC, a Nevada Limited Liability
17 Company; FIRST ONE HUNDRED
18 HOLDINGS, LLC, a Nevada Limited Liability
19 company, aka 1st ONE HUNDRED
20 HOLDINGS LLC, a Nevada Limited Liability
21 Company,

22 Defendants.

Case No.: A-13-677354-C

Dept. No.: XVI

SUBSTITUTION OF COUNSEL

SUBSTITUTION OF COUNSEL

23 Please take notice that TGC/FARKAS FUNDING, LLC, a Nevada limited liability
24 company, hereby substitutes as counsel of record attorney Raffi A. Nahabedian, of the Law Office
25 of Raffi A. Nahabedian, in the aforementioned matter, in place of the law firm of Garman Turner
26 Gordon, LLP. All future notices in this matter should be sent to:

27 Raffi A. Nahabedian, Esq.
28 Law Office of Raffi A. Nahabedian
7408 Doe Avenue
Las Vegas, NV 89117

Dated this 11th day of January, 2021.

LAW OFFICE OF RAFFI A. NAHABEDIAN

By: 

Raffi A. Nahabedian, Esq.
Attorneys Plaintiff

RAFFI A. NAHABEDIAN

7408 Dec Avenue

Las Vegas, Nevada 89117

Tel: (702) 379-9995 / Fax: (702) 222-1496

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TGC/FARKAS FUNDING, LLC, by way of Matthew Farkas, hereby requests and consents to the aforementioned substitution of counsel in the above-captioned matter:

Dated this ____ day of January, 2021. TGC/FARKAS FUNDING, LLC

By: 
Matthew Farkas, Member/Manager

GARMAN TURNER GORDON LLP hereby consents to the aforementioned substitution of counsel of record in the above captioned matter:

Dated this ____ day of January, 2021. GARMAN TURNER GORDON LLP

By: _____
Erika Pike Turner, Esq.

RAFFI A. NAHABEDIAN
7408 Dec Avenue
Las Vegas, Nevada 89117
Tel: (702) 379-9995 / Fax: (702) 222-1496

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the _____ day of January 2021, service of the foregoing Substitution of Counsel was made this date by electronically serving, through Clark County e-file system, a true and correct copy of the same, to the following parties:

Joseph A. Gutierrez, Esq.
Danielle J. Barraza, Esq.
MAIER GUTIERRES & ASSOC.
8816 Spanish Ridge Ave.
Las Vegas, NV 89148
Attorneys for Defendants

Erika Pike Turner, Esq.
Dylan T. Ciciliano, Esq.
GARMAN TURNER GORDON LLP
7251 Amigo St., Suite 210
Las Vegas, NV 89119

/s/ Raffi A. Nahabedian, Esq.
An employee of Raffi A. Nahabedian

Exhibit 2-C

Dylan Ciciliano

From: Dylan Ciciliano
Sent: Tuesday, January 19, 2021 5:37 PM
To: Raffi A Nahabedian; Erika Turner
Cc: Max Erwin
Subject: RE: Order Granting Plaintiff's Motion for Attorneys' Fees and Costs 4832-8615-5989 v.1.docx

Raffi,

From our letter, please see that you were to produce the following:

- 1) Any files belonging to the Client or in any way related to the dispute with First 100, LLC and First One Hundred Holdings, LLC subject of the Case;
- 2) Any purported communications, including engagement letters and conflict letters resulting in you being purportedly retained by the Client;
- 3) Any and all communications you have had with First 100, LLC, First One Hundred Holdings, LLC, Jay Bloom or its counsel while also purporting to be counsel for the Client;
- 4) Any and all communications you have had with Client member Matthew Farkas;
- 5) Any and all communications and documents referencing any compensation you have received and the source of such compensation; and
- 6) Any and all communications and documents related to the purported settlement that was agreed to or executed with First 100, LLC and First One Hundred Holdings, LLC that you reference in your letter

If you have any dispute that the client owns client files, please let me know.

Dylan T. Ciciliano, Esq.

Attorney

Phone: [725 777 3000](tel:725.777.3000) | Fax: [725 777 3112](tel:725.777.3112)

GARMAN | TURNER | GORDON
7251 AMIGO STREET, SUITE 210
LAS VEGAS, NV 89119

Visit us online at www.gtg.legal

From: Raffi A Nahabedian <raffi@nahabedianlaw.com>
Sent: Tuesday, January 19, 2021 5:04 PM
To: Dylan Ciciliano <dciciliano@Gtg.legal>; Erika Turner <eturner@Gtg.legal>
Cc: Max Erwin <MErwin@Gtg.legal>; 'Raffi A Nahabedian' <raffi@nahabedianlaw.com>
Subject: RE: Order Granting Plaintiff's Motion for Attorneys' Fees and Costs 4832-8615-5989 v.1.docx

Good evening.

My apologies for the delayed response, but I have been dealing with a severe back/sciatic nerve issue that has caused much of my work to be delayed and stopped due to the debilitating pain.

In terms of the Settlement Agreement that you requested, it appears that Mr. Maier provided it to the Court in his filing (that we all received this afternoon via email). My apologies that my letter indicated it would be included, but was inadvertently left out. As I previously stated, I was not involved in any negotiations, the preparation of the document or the exchange of the executed documents – it was received after the fact.

Respectfully,
Raffi A Nahabedian

From: Dylan Ciciliano [<mailto:dciciliano@Gtg.legal>]
Sent: Tuesday, January 19, 2021 10:24 AM
To: Erika Turner; Raffi A Nahabedian
Cc: Max Erwin
Subject: RE: Order Granting Plaintiff's Motion for Attorneys' Fees and Costs 4832-8615-5989 v.1.docx

Mr. Nahabedian,

I wanted to follow up on our demand for documents. Please provide them immediately. Our next step will be to use legal process.

Thank you,

Dylan T. Ciciliano, Esq.

Attorney

Phone: [725 777 3000](tel:7257773000) | Fax: [725 777 3112](tel:7257773112)

GARMAN | TURNER | GORDON
7251 AMIGO STREET, SUITE 210
LAS VEGAS, NV 89119

Visit us online at www.gtg.legal

From: Erika Turner <eturner@Gtg.legal>
Sent: Friday, January 15, 2021 12:50 PM
To: Raffi A Nahabedian <raffi@nahabedianlaw.com>; Dylan Ciciliano <dciciliano@Gtg.legal>
Cc: Max Erwin <MErwin@Gtg.legal>
Subject: RE: Order Granting Plaintiff's Motion for Attorneys' Fees and Costs 4832-8615-5989 v.1.docx

Mr. Nahabedian,

You said that you had an executed settlement agreement in your possession. That needs to be provided ASAP along with an explanation of how and when it came into your possession.

Erika

Erika Pike Turner

Partner

GARMAN | TURNER | GORDON

P 725 777 3000 | D 725 244 4573
E eturner@gtg.legal

From: Raffi A Nahabedian <raffi@nahabedianlaw.com>
Sent: Friday, January 15, 2021 12:44 PM
To: Dylan Ciciliano <dciciliano@Gtg.legal>; 'Jason Maier' <jrm@mgalaw.com>; Erika Turner <eturner@Gtg.legal>; Max Erwin <MErwin@Gtg.legal>
Cc: 'Danielle Barraza' <djb@mgalaw.com>; 'Joseph Gutierrez' <jag@mgalaw.com>; 'Raffi A Nahabedian' <raffi@nahabedianlaw.com>
Subject: RE: Order Granting Plaintiff's Motion for Attorneys' Fees and Costs 4832-8615-5989 v.1.docx

Good afternoon.

Given that there is an apparent issue re representation, I will delay further communication until I speak with Mr. Farkas. Moreover, for clarification and for the avoidance of doubt, I was not involved in and did not participate in any settlement negotiations and/or the preparation of documents relating thereto.

Respectfully,
Raffi A Nahabedian

From: Dylan Ciciliano [<mailto:dciciliano@Gtg.legal>]
Sent: Friday, January 15, 2021 12:37 PM
To: Jason Maier; Erika Turner; Max Erwin; R. A. Nahabedian, Esq.
Cc: Danielle Barraza; Joseph Gutierrez
Subject: RE: Order Granting Plaintiff's Motion for Attorneys' Fees and Costs 4832-8615-5989 v.1.docx

For the avoidance of doubt, there has been no substitution of counsel and there has been no settlement.

Dylan T. Ciciliano, Esq.

Attorney

Phone: [725 777 3000](tel:7257773000) | Fax: [725 777 3112](tel:7257773112)

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7251 AMIGO STREET, SUITE 210
LAS VEGAS, NV 89119

Visit us online at www.gtg.legal

From: Jason Maier <jrm@mgalaw.com>
Sent: Friday, January 15, 2021 11:20 AM
To: Dylan Ciciliano <dciciliano@Gtg.legal>; Erika Turner <eturner@Gtg.legal>; Max Erwin <MErwin@Gtg.legal>; R. A. Nahabedian, Esq. <raffi@nahabedianlaw.com>
Cc: Danielle Barraza <djb@mgalaw.com>; Joseph Gutierrez <jag@mgalaw.com>
Subject: RE: Order Granting Plaintiff's Motion for Attorneys' Fees and Costs 4832-8615-5989 v.1.docx

Dylan: I am adding Raffi Nahabedian to this email thread given what appears to be competing claims of representation. We await your further communication mentioned below. Thanks.

Jason R. Maier
MAIER GUTIERREZ & ASSOCIATES
8816 Spanish Ridge Avenue
Las Vegas, Nevada 89148
Tel: 702.629.7900 | Fax: 702.629.7925
jrm@mgalaw.com | www.mgalaw.com

From: Dylan Ciciliano <dciciliano@Gtg.legal>
Sent: Friday, January 15, 2021 10:02 AM
To: Danielle Barraza <djb@mgalaw.com>
Cc: Max Erwin <MErwin@Gtg.legal>; Jason Maier <jrm@mgalaw.com>; Joseph Gutierrez <jag@mgalaw.com>; Erika Turner <eturner@Gtg.legal>
Subject: RE: Order Granting Plaintiff's Motion for Attorneys' Fees and Costs 4832-8615-5989 v.1.docx

Good morning,

I will submit the order. Thank you.

No, re: substitution/communicating with his office going forward. Further communications/information will follow. Please preserve all communications, including text messages and emails you or your office have had with Mr. Nahabedian, Mr. Farkas, TGC/Farkas Funding, LLC or anyone purporting to act on their behalf, and direct your clients (including Mr. Bloom) to do the same.

Finally, Mr. Nahabedian claims that your office and he negotiated a settlement, please provide that immediately.

Dylan T. Ciciliano, Esq.

Attorney

Phone: [725 777 3000](tel:725.777.3000) | Fax: [725 777 3112](tel:725.777.3112)

GARMAN | TURNER | GORDON
7251 AMIGO STREET, SUITE 210
LAS VEGAS, NV 89119

Visit us online at www.gtg.legal

From: Danielle Barraza <djb@mgalaw.com>
Sent: Friday, January 15, 2021 9:41 AM
To: Dylan Ciciliano <dciciliano@Gtg.legal>
Cc: Max Erwin <MErwin@Gtg.legal>; Jason Maier <jrm@mgalaw.com>; Joseph Gutierrez <jag@mgalaw.com>
Subject: RE: Order Granting Plaintiff's Motion for Attorneys' Fees and Costs 4832-8615-5989 v.1.docx

I don't see any substantive issues with the proposed order, however our firm was copied on communications from Nahabedian Law indicating that he is substituting into the case, so I wanted to confirm that we should contact his office going forward regarding this order.

Danielle J. Barraza | Associate

MAIER GUTIERREZ & ASSOCIATES
8816 Spanish Ridge Avenue
Las Vegas, Nevada 89148
Tel: 702.629.7900 | Fax: 702.629.7925
djb@mgalaw.com | www.mgalaw.com

From: Dylan Ciciliano <dciciliano@Gtg.legal>
Sent: Thursday, January 14, 2021 3:56 PM
To: Danielle Barraza <djb@mgalaw.com>
Cc: Max Erwin <MErwin@Gtg.legal>
Subject: RE: Order Granting Plaintiff's Motion for Attorneys' Fees and Costs 4832-8615-5989 v.1.docx

Following up on the below.

Dylan T. Ciciliano, Esq.

Attorney

Phone: [725.777.3000](tel:725.777.3000) | **Fax:** [725.777.3112](tel:725.777.3112)

GARMAN | TURNER | GORDON
7251 AMIGO STREET, SUITE 210
LAS VEGAS, NV 89119

Visit us online at www.gtg.legal

From: Dylan Ciciliano
Sent: Monday, January 11, 2021 5:31 PM
To: Danielle Barraza <djb@mgalaw.com>
Cc: Max Erwin <MErwin@Gtg.legal>
Subject: Order Granting Plaintiff's Motion for Attorneys' Fees and Costs 4832-8615-5989 v.1.docx

Attached is the proposed order granting Plaintiff's motion for attorneys' fees and costs. Please let me know if I can affix your e-signature.

Dylan

The information contained in this transmission may contain privileged and confidential information. It is intended only for the use of the person(s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication of this communication is strictly prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.

The information contained in this transmission may contain privileged and confidential information. It is intended only for the use of the person(s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication of this communication is strictly prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.

Exhibit 2-D

Erika Pike Turner, Esq.
Email: eturner@gtg.legal

January 15, 2021

VIA EMAIL AND U.S. MAIL:

Raffi A. Nahabedian, Esq.
748 Doe Avenue
Las Vegas, NV 89117
raffi@nahabedianlaw.com

Re: TGC/Farkas Funding, LLC (the “Client”)
Case No. A-20-822273-C (the “Case”) and the Case Judgment

Mr. Nahabedian,

Garman Turner Gordon (“GTG”) is in receipt of your January 14, 2021 letter and attachments.

As you are aware, or should be aware, on September 17, 2020, Mr. Farkas executed the Amendment to Limited Liability Company Agreement of TGC/Farkas Funding LLC (the “Amended Operating Agreement”).¹ In relevant portion, I direct your attention to amended Section 3.4(a), which provides:

- (a) Except as otherwise expressly provided for herein, the Members, unless they are the Administrative Member, shall not have any right or power to take part in the management or control of the Company or to act for or to bind the Company in any way

Moreover, TGC Investor was appointed the Administrative Member of the Company pursuant to Amended Section 4.1(a) of the Operating Agreement. Section 4.1(c) of the Amended Operating Agreement, provides that TGC Investor has “full, exclusive, and complete discretion, power and authority” . . . “to manage, control, administer and operate the business and affairs of the Company.” *Id.* This power expressly extended to retaining counsel.

Mr. Farkas therefore does not have the ability to terminate counsel for the Client, retain new counsel for the Client, or execute any “settlement agreement” to resolve the Client’s Case Judgment against First 100, LLC and First One Hundred Holdings, LLC.

¹ Moreover, even prior to the Amended Operating Agreement, Mr. Farkas consented to the litigation, both expressly and implicitly through his participation.

Beyond that, the facts appear much more torrid. First 100, LLC, First One Hundred Holdings, LLC, and Mr. Bloom are parties to post-judgment discovery and contempt proceedings in the Case for failure to abide by the Judgment. At this point, Mr. Bloom has failed to respond to a lawful subpoena in favor of jetting to California, nor has he provided any documents relating to the Case Judgment debtors he manages. It is extraordinary then that you also currently represent Mr. Bloom (before Department 13 in Case No. A-20-809882-B and have served as co-plaintiffs' counsel with Maier Guittere Associates ("MGA") on a variety of matters in which the Case Judgment debtors First 100, LLC or First One Hundred Holdings, LLC were plaintiffs along with an affiliate. The Client is clearly adverse to First 100, LLC, First One Hundred Holdings, LLC, as well as Mr. Bloom in the Judgment case.

I direct you to Nevada Rule of Professional Conduct 1.7(a), which prohibits your concurrent representation of Client and Mr. Bloom:

Rule 1.7. Conflict of Interest: Current Clients.

(a) Except as provided in paragraph (b), a lawyer shall not represent a client if the representation involves a concurrent conflict of interest. A concurrent conflict of interest exists if:

- (1) The representation of one client will be directly adverse to another client; or
- (2) There is a significant risk that the representation of one or more clients will be materially limited by the lawyer's responsibilities to another client, a former client or a third person or by a personal interest of the lawyer.

(b) Notwithstanding the existence of a concurrent conflict of interest under paragraph (a), a lawyer may represent a client if:

- (1) The lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client;
- (2) The representation is not prohibited by law;
- (3) The representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal; and
- (4) Each affected client gives informed consent, confirmed in writing.

Undeniably, there is a concurrent representation and corresponding conflict of interest. Further, as a result of your prior representation of the affiliate of First 100, LLC and/or First One Hundred Holdings, LLC in conjunction with them, there appears to be a further conflict of interest subject of Rule 1.6. Your representation of the Client would be materially limited by your relationship with Mr. Bloom at the very least. As set forth in Rule 1.7(b)(3), that conflict is unwaivable. Thus, even if Mr. Farkas could retain you on behalf of the Client (he cannot), you are ethically prohibited from accepting the representation.

Of additional concern is the fact that you have spoken with Mr. Farkas. Mr. Farkas has in his possession attorney-client privileged information of the Client. The privilege belongs to the Client, not Mr. Farkas. Despite a clear conflict, you willfully obtained attorney-client information, which is a breach of your professional duties. As you represent Mr. Bloom, there is significant concern that you have shared the information with Mr. Bloom. *Brown v. Eighth Judicial Dist.*

Court ex rel. County of Clark, 116 Nev. 1200, 1205, 14 P.3d 1266, 1270 (2000). More problematic, as Mr. Bloom is represented by both you and MGA, the presumption is that the conflict is imputed to MGA. Even worse, since you purported to communicate with MGA regarding this case, there is a reasonable probability that there was the sharing of confidential information, and that the suspicion warrants both your and MGA's disqualification. *Brown*, 116 Nev. at 1204, 14 P.3d at 1269.²

In addition, the Client hereby demands that you produce:

- 1) Any files belonging to the Client or in any way related to the dispute with First 100, LLC and First One Hundred Holdings, LLC subject of the Case;
- 2) Any purported communications, including engagement letters and conflict letters resulting in you being purportedly retained by the Client;
- 3) Any and all communications you have had with First 100, LLC, First One Hundred Holdings, LLC, Jay Bloom or its counsel while also purporting to be counsel for the Client;
- 4) Any and all communications you have had with Client member Matthew Farkas;
- 5) Any and all communications and documents referencing any compensation you have received and the source of such compensation; and
- 6) Any and all communications and documents related to the purported settlement that was agreed to or executed with First 100, LLC and First One Hundred Holdings, LLC that you reference in your letter.

Please confirm by the end of business today whether you will produce those records by Monday, January 18, 2021.

Finally, I would strongly encourage that going forward you govern yourself in accordance with the Rules of Professional Conduct. All rights and remedies are expressly reserved.

Sincerely,

GARMAN TURNER GORDON LLP

/s/ Erika Pike Turner

ERIKA PIKE TURNER, ESQ.

cc: Client and Matthew Farkas

² A reasonable probability is further established by the fact that Mr. Farkas previously provided MGA with privileged information and Mr. Brown (through MGA) introduced the information into arbitration.

Exhibit 2-E

Raffi A. Nahabedian, Esq.
The Law Office of Raffi A. Nahabedian
7408 Doe Avenue
Las Vegas, NV 89117
(702) 379-9995 or (702) 222-1496(Fax)

Member State Bar of California

Member State Bar of Nevada

January 20, 2021

Matthew Farkas
TGC/Farkas Funding, LLC

Re: Termination of Services

Dear Mr. Farkas:

Please recall that based on our discussions it was my understanding that you were the "manager" of TGC/Farkas Funding, LLC. My Retainer Agreement and my January 12, 2021 letter specifically referred to you as the "manager" and requested your signature in such capacity (which you affixed to both documents). By way of her letter of January 15, 2021, Attorney Erika Pike Turner made reference to an "Amended" Operating Agreement of TGC/Farkas Funding, LLC. Your disclosure of this document to me on January 16, 2021, establishes that you are not the "manager" of TGC/Farkas Funding, LLC. Given such, and as we discussed, a conflict exists for which I must formally terminate my services/relationship with TGC/Farkas Funding, LLC.

For the record and to ensure no confusion regarding the relationship with my office, I am providing the following documents: (1) the Retainer Agreement that you signed on January 7, 2021; (2) the January 12, 2021 services/consent letter that you signed that specifically defined the limited scope of services to be provided; (3) the January 14, 2021 letter that was sent to the law firm of Garman Turner Gordon (which included your January 6, 2021 termination letter to Ms. Pike Turner); (4) the January 15, 2021 letter from Attorney Erika Pike Turner (referenced above); and (5) the Amended Operating Agreement that you emailed me on January 16, 2021 (in response to Ms. Pike Turner's disclosure of an "Amended" Operating Agreement). I am also including for your records the correspondence from Garman Turner Gordon to me relating to the matter (which is an email exchange/thread). I provide these documents with the understanding that our communications remain confidential under the Nevada Rules of Professional Conduct and the attorney-client privilege.

OPP076
AA0430

Finally, as we discussed and acknowledged: (a) I was neither involved in nor participated in the purported settlement negotiations and/or the preparation and execution of the release/settlement documents entered into by and between you (on behalf of TGC/Farkas Funding, LLC) and Jay Bloom (on behalf of First 100 LLC); (b) I did not provide you (TGC/Farkas Funding, LLC) with any legal advice or counsel in relation thereto; and (c) the defined limited purpose of my engagement was not manifested (i.e., the substitution of counsel and the filing of a dismissal never occurred given the subsequent disclosure referenced above). Additionally, I did not and have not provided any counsel or advice to you (as the then disclosed and understood "manager" of TGC/Farkas Funding, LLC) in regards to or on behalf of TGC/Farkas Funding, LLC.

In view of these circumstances, there is no need for any retainer fee or monetary payment to be made pursuant to the Retainer Fee Agreement that you signed. As a matter of professional courtesy I will not be issuing an invoice.

Should you have any questions, please contact me to discuss.

Respectfully,

/s/ Raffi A. Nahabedian

Raffi A. Nahabedian, Esq.

Enclosures

ATTORNEY RETAINER FEE AGREEMENT

I, Matthew Farkas, managing member of TCG Farkas ("Client"), hereby retains Raffi A. Nahabedian, Esq. ("Attorney") to represent Client in relation to business a business dispute/lawsuit currently filed/pending in Clark County, Nevada, Case No. A-20-822273-C.

1. **Authorization.** Client authorizes Attorney to communicate with all interested parties in relation to the business related matters contemplated herein or providing consultation, counseling or advice in relation thereto, or to take all actions as may be advisable or necessary in his judgment in regards thereto, or to assert, prosecute and/or defend Claims in relation to the lawsuit or take other legal action against culpable parties to recover or defend on the Claims relating to Client. Notwithstanding the above, no communication related to the retention can take place on behalf of Client without consultation with Client and approval thereof, or lawsuit filed or settlement of any kind be made without Client's express authority.

2. **Client Cooperation.** Client agrees to fully and promptly cooperate with Attorney, to be fully honest with Attorney, to produce relevant information and documents, and to appear when asked on reasonable notice. Client will provide Attorney with all information relevant and germane to the retention of Attorney and will not attempt to settle or otherwise resolve the Claims unless Attorney has been notified and informed of such and with Attorney's knowledge of such settlement efforts. Client will not undermine Attorney's efforts and Client shall be responsible for all decisions and agreements made in relation to settlement or agreement terms stemming therefrom.

3. **Straight Hourly Fee and Retainer Amount.** This is a Straight Hourly Fee Agreement. Attorney shall charge and bill at the rate of \$400.00 per hour for services rendered and performed in relation to this Retainer Agreement. Attorney will bill in quarter-hour increments (every 15 minutes). Client shall promptly pay Attorney for his services in the amount specified. Client further agrees that payment of Attorney's fee as provided herein shall take priority over and be paid ahead of any fees Client may owe to any other attorney for services provided in connection with the Claims. Client agrees that the foregoing fee amount is just and fair in light of the retention for business related matters and/or Claims if such is asserted. Client understands and agrees that Attorney has no obligation to file any appeal on Client's behalf or to respond to any appeal that may be filed in connection with this matter unless Attorney specifically agrees to do so in a separate written agreement in which case Attorney may charge additional fees on either an hourly or contingency basis. Paralegal services are billed at \$125.00 per hour for services rendered and performed, and are billed in quarter-hour increments (every 15 minutes).

Client shall pay Attorney a non-refundable retainer fee in the amount of \$2,500.00 prior to Attorney beginning his services and Attorney shall have the right to request future retainer fee payments should or if an invoice payment by Client becomes delinquent or late.

4. **Payment of Costs.** Client is responsible for payment of all costs that Attorney incurs in connection with the representation of Client in business matters and in regards to Claims asserted on Client's behalf regardless of outcome. Such costs typically include

Client Initials

communications with professional, i.e., accountants, attorneys and other persons, court filing fees, service of process fees, document reproduction charges, messenger and delivery fees, postage, deposition and court reporter fees, parking charges, travel expenses, investigation expenses, consultant fees and expenses, expert witness fees and expenses, witness appearance fees, jury fees, and other trial expenses. Client authorizes Attorney to incur reasonable costs for these and other similar items. Attorney may, but is not required to, advance such costs. Any costs advanced by Attorney will be invoiced to Client on a monthly or semi-monthly basis. Client agrees to promptly reimburse Attorney for all costs advanced by Attorney within fifteen (15) days of receipt of invoice. Client further authorizes Attorney to immediately deduct all unreimbursed costs advanced by Attorney from Client's portion of any recovery after the calculation of the contingency fee due to Attorney.

5. **Litigation Risks.** Client has been advised and understands that in the event that Client is unsuccessful in pursuing or defending the Claims, whether due to the dismissal of the Claims prior to trial or arbitration or as a result of an unfavorable trial or arbitration decision, Client may be liable for the opposing party's attorney fees and will be liable for the opposing party's costs as required by law. Client has also been advised and understands that a lawsuit brought solely to harass or coerce a settlement may result in liability for malicious prosecution or abuse of process.

6. **Third-Party Services.** To the extent reasonably necessary, Client authorizes Attorney to hire other professionals, investigators, experts, and other consultants on Client's behalf and at Client's expense. Notwithstanding such authorization, Attorney will make reasonable efforts to communicate with Client and to obtain Client's approval prior to retaining the services of any third party. Client authorizes Attorney to associate with other attorneys as may be necessary or advisable in Attorney's opinion so long as such association does not result in any additional cost or expense to Client. Unless Client agrees otherwise in writing, any fees payable to any other attorney with whom Attorney associates in connection with the Claims shall be paid by Attorney, not Client.

7. **No Guarantee of Success.** Client acknowledges that a lawsuit, by its nature, is unpredictable and that the outcome of this matter is uncertain. Client agrees that nothing in this Agreement constitutes a promise or guarantee concerning the services contemplated herein or the outcome of a matter and that Attorney has made no promise, guarantee, or other assurance as to any recovery Client might receive or services to be provided by Attorney. Client understands that any comments Attorney may have made concerning this matter are expressions of opinion only, not a promise of any particular result.

8. **Termination of Agreement by Client.** Client is free to terminate this Agreement at any time by giving written notice effective when received by Attorney. Attorney will not be obligated to provide any services or advance any costs on Client's behalf after receipt of such notice. Notwithstanding Client's termination of this Agreement, Client shall be legally obligated to pay Attorney the fees described in this Agreement on any recovery and to reimburse Attorney for all costs advanced regardless of the ultimate outcome of this matter.

9. Termination of Agreement by Attorney. Attorney may withdraw from representing Client in this matter at any time subject only to his obligations under the Nevada Rules of Professional Conduct and any court rules that apply after the filing of a lawsuit. In the event that Attorney withdraws, Attorney shall be entitled to retain any fees previously paid to Attorney on any recovery received prior to Attorney's withdrawal regardless of whether such recovery constitutes a final resolution of the Claims. Client shall remain responsible for reimbursing Attorney for any costs advanced prior to Attorney's withdrawal.

10. Authority to Deposit Checks. Client agrees that any draft, check, or other payment recovered on Client's behalf by Attorney relating to the Claims can be deposited in Attorney's client trust account and can be applied by Attorney to pay any contingency fee or reimbursement of costs due under this Agreement. Client authorizes Attorney to endorse any check, draft, release, dismissal, form, or other necessary paper in Client's name or on Client's behalf as necessary to represent Client and to distribute any funds recovered in accordance with this Agreement.

11. Attorney Lien. Client grants Attorney a lien on the Claims and on the gross proceeds of any recovery on the Claims to secure payment of Attorney's fees and reimbursement of any costs advanced by Attorney. Client further authorizes Attorney to deduct Attorney's fees and unreimbursed costs from any recovery received on the Claims whether by settlement, judgement, or otherwise.

12. No Tax Advice. Client understands that any recovery obtained in this matter may be taxable. Client agrees that Client is solely responsible for determining the amount of and paying any tax liability that may be due on such recovery. Client has been advised and understands that Attorney is not a tax professional and that tax advice is not included within the scope of services to be provided by Attorney under this Agreement.

13. Arbitration of Fee Disputes. If any dispute arises concerning the interpretation or enforcement of this Agreement, Client agrees to resolve that dispute through the State Bar of Nevada's fee dispute arbitration program.

14. File Retention. Client authorizes Attorney to destroy any documents pertaining to this matter that remain in his possession at the conclusion of this engagement in accordance with Attorney's document retention policy and the Nevada Rules of Professional Conduct. Currently, it is Attorney's policy to destroy files seven (7) years after the termination of representation.

15. No Advice Regarding this Agreement. Client understands that Attorney is not acting as Client's legal counsel with respect to the negotiation of this Agreement. Client has read this Agreement and understands its contents. Client acknowledges that Client has been advised by attorney to seek the advice of separate legal counsel concerning this agreement and that Client has had ample opportunity to do so.

16. Entire Agreement. This Agreement contains the entire agreement between Client and Attorney. No other agreement, statement, or promise made before, during, or after the effective date

Client Initials

of this Agreement will be binding on Client or Attorney unless set forth in writing and signed by both parties.

17. Severability. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement will be severable and remain in effect.

18. Effective Date. The effective date of this Agreement will be the date on which Attorney is in receipt of a copy of this Agreement executed by Client. The attorney-client relationship will commence on the effective date of this Agreement. Attorney will not become Client's attorney nor will Attorney be obligated to perform any legal services on behalf of Client before the effective date of this Agreement. A copy, facsimile, or other electronic reproduction of this Agreement is deemed valid as originals.

19. Arbitration. If Client fails to pay Attorney for legal services rendered and/or expenses/costs incurred and outstanding, and Attorney is forced to file a lawsuit (or pursue arbitration as set forth below) for the collection thereof, Client understands, accepts and acknowledges that if any monies are paid to Attorney as a result of the Arbitration (or lawsuit if filed), then Client shall be responsible for all reasonable fees and costs expended by Attorney, including attorney's fees incurred, as well as the value of Attorney's own time spent based on the hourly rate set forth above relating to the Arbitration process to recover such legal fees and costs that are due and owing to Attorney pursuant to this Agreement (whether the matter is resolved through litigation or otherwise). Any dispute, controversy or claim arising out of or relating to this Agreement, or any breach thereof, shall be submitted to binding arbitration of JAMS\ENDISPUTE ("JAMS") or such other arbitrator as may be agreed upon by the parties. Hearings on such arbitration shall be conducted in the jurisdiction and venue for resolving any disputes or issues relating to this Agreement is Clark County, Nevada. A single arbitrator shall arbitrate any such controversy and the arbitrator shall hear and determine the controversy in accordance with applicable law and the intention of the parties as expressed in this Agreement, upon the evidence produced at an arbitration hearing scheduled at the request of either party. Arbitration will not be brought to harass or coerce.

I, CLIENT, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, HAVE THE FULL RIGHT AND AUTHORITY TO ENTER INTO THIS AGREEMENT AND HEREBY AGREE TO THE TERMS AND OBLIGATIONS OF THIS FEE AGREEMENT AND SHALL BE FULLY LIABLE THEREOF.


MATTHEW FARKAS

Dated: JANUARY 7th, 2021

Client Initials

Raffi A. Nahabedian, Esq.
The Law Office of Raffi A. Nahabedian
7408 Doe Avenue
Las Vegas, NV 89117
(702) 379-9995 or (702) 222-1496(Fax)

Member State Bar of California

Member State Bar of Nevada

January 12, 2021

Matthew Farkas, Manager
TGC/Farkas Funding, LLC

Re: Retention of Services and Conflict Waiver

Dear Mr. Farkas:

The purpose of this letter is to notify you and to obtain your informed consent to represent TGC/Farkas Funding, LLC in the matter for which you seek my legal services: TGC/Farkas Funding, LLC v. First 100, LLC, *et. al.*, Clark County Case No. A-20-822273-C

In this regard, I am to inform you that I have represented First 100 LLC, or its derivative identities, in that past, as well as represented and represent Mr. Jay Bloom. Given such, I am to notify you so that you are informed of my past and current relationships which may be perceived as a potential conflict. In the matter for which you are requesting my services, however, such representation has nothing to do with and/or is unrelated to any prior or current cases/matters involving First 100 LLC, or its derivative identities, and/or involving Mr. Bloom.

It is my further understanding that you, as an authorized representative of TGC/Farkas Funding, LLC, its Manager, as defined in the TGC/Farkas Funding, LLC Operating Agreement, met with and negotiated with Mr. Bloom (as an authorized representative of First 100 LLC, or its derivative identities) a settlement and release of all claims, rights and interest in the pending action, Clark County Case No. A-20-822273-C. This settlement and release has been manifested in a signed, legally binding and fully enforceable writing executed by and between the respective parties authorized representatives/agents. I was not involved in and did not participate in such settlement and release negotiations and/or agreement in any manner.

To be clear, in this regard, TGC/Farkas Funding, LLC is not asking and did not request my assistance in the negotiation and/or preparation of the settlement and release agreement, and it is not asking for my assistance in providing TGC/Farkas Funding, LLC with any legal advice, interpretation or counsel in regards to the settlement and release

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agreement and the terms contained therein. You are, however, *only and merely* asking for my limited services of representing TGC/Farkas Funding, LLC before the Court for which the action is pending, Clark County Case No. A-20-822273-C, solely for the limited purposes of: (1) appearing on behalf of TGC/Farkas Funding, LLC via a Substitution of Counsel, and (2) entering a dismissal of the aforementioned matter.

Moreover, it is understood and acknowledged that I was not involve in and have not been involved in the subject lawsuit, and I did not participate in any of the proceedings before the Court or otherwise, including the arbitration proceeding. Moreover, again, I did not participate in the settlement negotiation or the agreements in relation thereof resulting in the settlement and release. Those matters are beyond the scope of my limited services and representation.

To prevent any and all legal issues, liability or assertions of fault against me for my limited representation of TGC/Farkas Funding, LLC as expressed herein, it is necessary that you/TGC/Farkas Funding, LLC agree to a waiver as you (the Manager of TGC/Farkas Funding, LLC) acknowledge and understand that you have determined that it is in the best interests of TGC/Farkas Funding, LLC to have me represent TGC/Farkas Funding, LLC in connection with the aforementioned lawsuit and only for the limited services expressed above.

While potential or perceived conflicts of interest might appear, the matters for which TGC/Farkas Funding, LLC seeks my services are merely ceremonial in the nature of making a Court appearance on behalf of TGC/Farkas Funding, LLC via a Substitution of Counsel and to enter into the record a dismissal of the action based on a pre-negotiated and pre-executed settlement and release agreement (that TGC/Farkas Funding, LLC negotiated and entered into prior to and without my involvement and/or representation).

Additionally, it is possible that a circumstance could arise in the future whereby my continuing with the representation will raise a conflict of interest. If an actual conflict of interest arises, then I will be forced to terminate my representation and it will be necessary for TGC/Farkas Funding, LLC to hire another lawyer. In light of this possibility and the matters contained in this letter, I recommend and encourage you to seek independent legal advice to determine whether consent to the representation should be given. Whether or not you do so, however, is up to you and if you do not seek such advice, you acknowledge hereby that the opportunity to do so was provided and waived.

Accordingly, this confirms your agreement, as the Manager of TGC/Farkas Funding, LLC, to have me represent TGC/Farkas Funding, LLC in connection with the above-referenced matter and in the defined limited capacity. This will also confirm that you agree to waive any conflict of interest arising out of my limited representations described herein and in the capacity set forth above. In this regard, I include below for both your signature and that of Mr. Bloom a signed consent waiver validation.

Therefore, you hereby state that TGC/Farkas Funding, LLC continues to request my limited services as expressed herein and to represent it in this matter for the specified

limited purposes described. Based thereon and in regards to the expressions set forth herein, in no event will you hold counsel liable for any direct, indirect, or consequential damages resulting from the representation and, moreover, that TGC/Farkas Funding, LLC will not assert or claim any claim or allegation of legal malpractice or a violation of the Nevada Rules of Professional Responsibility based on your request for representation of TGC/Farkas Funding, LLC. If you agree that the foregoing accurately and fully reflects your understanding, please sign and return the enclosed copy of this letter on behalf of TGC/Farkas Funding, LLC.

Respectfully,

/s/ Raffi A. Nahabedian
Raffi A. Nahabedian, Esq.

I, Matthew Farkas, as the authorized Manager of TGC/Farkas Funding, LLC, hereby declare that I have read and understand in full the above, and have had an opportunity to seek counsel in relation thereof, and do hereby agree and consent to the representation and waiver.

By: 
Matthew Farkas, TGC/Farkas Funding, LLC

I, Jay Bloom, personally and as an authorized member/manager of First 100 LLC, hereby declare that I have read and understand in full the above, and have had an opportunity to seek counsel in relation thereof, and do hereby agree and consent to the representation and to the waiver.

By: 
Jay Bloom/First 100 LLC

Raffi A. Nahabedian, Esq.
The Law Office of Raffi A. Nahabedian
7408 Doe Avenue
Las Vegas, NV 89117
(702) 379-9995 or (702) 222-1496(Fax)

Member State Bar of California

Member State Bar of Nevada

January 14, 2021

Erika Pike Turner, Esq.
Garman Turner Gordon
7251 Amigo Street, Suite 210
Las Vegas, NV 89119
eturner@gtg.legal

Re: *TGC/Farkas Funding, LLC v. First 100, LLC et al/ A-20-822273-C*

Dear Ms. Pike Turner:

Please be advised that the Law Office of Raffi A. Nahabedian has been retained as counsel by TGC/Farkas Funding, LLC with respect to the above-referenced matter (hereinafter referred to as the "TGC/Farkas v. First 100 Matter"). Enclosed herein is a termination letter addressed to your firm ("Termination Letter") that Mr. Matthew Farkas prepared and executed on behalf of TGC/Farkas Funding, LLC, and provided me in regards to my retention.

Pursuant to the TGC/Farkas Funding, LLC Operating Agreement, which specifically states that Mr. Farkas serves as both the Administrative Member and Manager, Mr. Farkas has full authority to retain and terminate legal representation for the company in his Manager capacity. For the reasons stated below and in the Termination Letter, Mr. Farkas has elected to exercise that authority.

Mr. Farkas has had growing concerns about Garman Turner Gordon's ("GTG") representation of TGC/Farkas Funding, LLC. Notably, in GTG's engagement letter that Mr. Farkas signed on behalf of TGC/Farkas Funding, LLC, Mr. Farkas included a handwritten preclusion of litigation against First 100 to make clear that litigation against was prohibited, yet somehow litigation was commenced anyway and without Mr. Farkas' written approval of the same (or a written revocation by Mr. Farkas of his instruction). Beyond that, Mr. Farkas also learned that GTG pursued aggressive judgment collection tactics against First 100, which was never discussed with or approved of beforehand by Mr. Farkas. Indeed, Mr. Farkas is not only concerned that GTG exceeded the scope of the agreed-upon engagement through its ongoing litigation and collection efforts against

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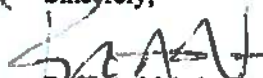
First 100, but he is now at risk of a potential claim against him by First 100 for breach of fiduciary duty as Mr. Farkas is still an officer of First 100.

We expect that GTG will take no further action on behalf of TGC/Farkas Funding, LLC in the TGC/Farkas v. First 100 Matter and, to the extent necessary, a formal written demand is hereby made that GTG cease all legal work on the same. To be clear, Mr. Farkas does not consent to GTG engaging in any further litigation or collection activities whatsoever against First 100, and TGC/Farkas Funding, LLC does not consent to GTG attempting to represent TGC/Farkas Funding, LLC now that the representation has been terminated by way of the enclosed Termination Letter.

Enclosed is a substitution of counsel for Garman Turner Gordon to execute immediately so as to ensure a smooth transition. In an effort to mitigate damages, Mr. Farkas has resolved the TGC/Farkas v. First 100, LLC Matter on behalf of TGC/Farkas and a courtesy copy of the fully executed settlement agreement is also enclosed herein.

Your prompt attention to this matter is requested and I look forward to receiving your signature on the enclosed substitution of counsel (already executed by TGC/Farkas Funding, LLC) as soon as possible to prevent any unnecessary delay.

Sincerely,



Raffi A. Nahabedian, Esq.

cc: Client (via email)

Matthew Farkas
3345 Birchwood Park Circle
Las Vegas, NV 89141

January 6, 2021

Erika Pike Turner, Esq.
Garman Turner Gordon
7251 Amigo Street, Suite 210
Las Vegas, NV 89119
eturner@gtg.legal

Re: Non-Consent to Legal Representation of TGC/Farkas Funding, LLC

Dear Ms. Pike Turner:

I am writing this letter regarding TGC/Farkas Funding, LLC and the collection efforts that have taken place against First 100, LLC and First One Hundred Holdings, LLC ("First 100").

When I initially agreed to Garman Turner Gordon representing TGC/Farkas Funding, LLC, it was with the express understanding that such representation would preclude any form of litigation against First 100 or its officers, directors, members, successors or assigns.

Notwithstanding, the matter did eventually go to an arbitration and I understand that the arbitrator has issued an award in favor of TGC/Farkas Funding, LLC.

I had no knowledge of, did not and would not have approved of, nor have I been involved in or consented to any discussions regarding the collection efforts of the judgment against First 100, LLC. I would have insisted on having had input on such efforts and would never have consented to the actions your firm is taking.

Please be advised that, as a 50% member of TGC/Farkas Funding, LLC, I no longer consent to Garman Turner Gordon taking any further legal actions on behalf of TGC/Farkas Funding, LLC and therefore I am terminating the representation as it relates to the matter against First 100, effective immediately.

Thank you for your attention to this matter.

Sincerely,



Matthew Farkas

OPP087
AA0441

RAFFI A. NAHABEDIAN

7408 Doe Avenue
Las Vegas, Nevada 89117

Tel: (702) 379-9955 / Fax: (702) 222-1496

1 RAFFI A. NAHABEDIAN, ESQ.
Nevada Bar No. 009347
2 **LAW OFFICE OF RAFFI A. NAHABEDIAN**
7408 Doe Avenue
3 Las Vegas, Nevada 89117
Telephone: (702) 379-9995
4 Facsimile: (702) 222-1496
Attorneys for Plaintiff

6 **DISTRICT COURT**
CLARK COUNTY, NEVADA

7 TGC/FARKAS FUNDING, LLC,

8
9 Plaintiff,

10 vs.

11 FIRST 100, LLC, a Nevada Limited Liability
Company; FIRST ONE HUNDRED
12 HOLDINGS, LLC, a Nevada Limited Liability
company, aka 1st ONE HUNDRED
13 HOLDINGS LLC, a Nevada Limited Liability
Company,
14

15 Defendants.

Case No.: A-13-677354-C

Dept. No.: XVI

SUBSTITUTION OF COUNSEL

17 **SUBSTITUTION OF COUNSEL**

18 Please take notice that TGC/FARKAS FUNDING, LLC, a Nevada limited liability
19 company, hereby substitutes as counsel of record attorney Raffi A. Nahabedian, of the Law Office
20 of Raffi A. Nahabedian, in the aforementioned matter, in place of the law firm of Garman Turner
21 Gordon, LLP. All future notices in this matter should be sent to:

22 Raffi A. Nahabedian, Esq.
Law Office of Raffi A. Nahabedian
23 7408 Doe Avenue
Las Vegas, NV 89117
24

25 Dated this 11th day of January, 2021.

LAW OFFICE OF RAFFI A. NAHABEDIAN

26 By: 


Raffi A. Nahabedian, Esq.
Attorneys Plaintiff

RAFFI A. NAHABEDIAN

7408 Dec Avenue
Las Vegas, Nevada 89127
Tel: (702) 379-9995 / Fax: (702) 222-1496

1 TGC/FARKAS FUNDING, LLC, by way of Matthew Farkas, hereby requests and
2 consents to the aforementioned substitution of counsel in the above-captioned matter:

3 Dated this ____ day of January, 2021. TGC/FARKAS FUNDING, LLC

4 By: 
5 Matthew Farkas, Member/Manager

6 GARMAN TURNER GORDON LLP hereby consents to the aforementioned substitution
7 of counsel of record in the above captioned matter:

8 Dated this ____ day of January, 2021. GARMAN TURNER GORDON LLP

9 By: _____
10 Erika Pike Turner, Esq.

RAFFI A. NAHABEDIAN

7488 Dec Avenue

Las Vegas, Nevada 89117

Tel: (702) 379-9995 / Fax: (702) 222-1496

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the ____ day of January 2021, service of the foregoing Substitution of Counsel was made this date by electronically serving, through Clark County e-file system, a true and correct copy of the same, to the following parties:

Joseph A. Gutierrez, Esq.
Danielle J. Barraza, Esq.
MAIER GUTIERRES & ASSOC.
8816 Spanish Ridge Ave.
Las Vegas, NV 89148
Attorneys for Defendants

Erika Pike Turner, Esq.
Dylan T. Ciciliano, Esq.
GARMAN TURNER GORDON LLP
7251 Amigo St., Suite 210
Las Vegas, NV 89119

/s/ Raffi A. Nahabedian, Esq.
An employee of Raffi A. Nahabedian

GARMAN
TURNER
GORDON

7251 AMBRO'S STREET
SUITE 210
LAS VEGAS, NV 89119
WWW.GTG.LLCOM
PHONE: 725.777.3000
FAX: 725.777.3112

Erika Pike Turner, Esq.
Email: eturner@gtg.legal

January 15, 2021

VIA EMAIL AND U.S. MAIL:

Raffi A. Nahabedian, Esq.
748 Doe Avenue
Las Vegas, NV 89117
raffi@nahabedianlaw.com

Re: TGC/Farkas Funding, LLC (the "Client")
Case No. A-20-822273-C (the "Case") and the Case Judgment

Mr. Nahabedian,

Garman Turner Gordon ("GTG") is in receipt of your January 14, 2021 letter and attachments.

As you are aware, or should be aware, on September 17, 2020, Mr. Farkas executed the Amendment to Limited Liability Company Agreement of TGC/Farkas Funding LLC (the "Amended Operating Agreement").¹ In relevant portion, I direct your attention to amended Section 3.4(a), which provides:

- (a) Except as otherwise expressly provided for herein, the Members, unless they are the Administrative Member, shall not have any right or power to take part in the management or control of the Company or to act for or to bind the Company in any way

Moreover, TGC Investor was appointed the Administrative Member of the Company pursuant to Amended Section 4.1(a) of the Operating Agreement. Section 4.1(c) of the Amended Operating Agreement, provides that TGC Investor has "full, exclusive, and complete discretion, power and authority" . . . "to manage, control, administer and operate the business and affairs of the Company." *Id.* This power expressly extended to retaining counsel.

Mr. Farkas therefore does not have the ability to terminate counsel for the Client, retain new counsel for the Client, or execute any "settlement agreement" to resolve the Client's Case Judgment against First 100, LLC and First One Hundred Holdings, LLC.

¹ Moreover, even prior to the Amended Operating Agreement, Mr. Farkas consented to the litigation, both expressly and implicitly through his participation.

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Beyond that, the facts appear much more torrid. First 100, LLC, First One Hundred Holdings, LLC, and Mr. Bloom are parties to post-judgment discovery and contempt proceedings in the Case for failure to abide by the Judgment. At this point, Mr. Bloom has failed to respond to a lawful subpoena in favor of jetting to California, nor has he provided any documents relating to the Case Judgment debtors he manages. It is extraordinary then that you also currently represent Mr. Bloom (before Department 13 in Case No. A-20-809882-B and have served as co-plaintiffs' counsel with Maier Gutierrez & Associates ("MGA") on a variety of matters in which the Case Judgment debtors First 100, LLC or First One Hundred Holdings, LLC were plaintiffs along with an affiliate. The Client is clearly adverse to First 100, LLC, First One Hundred Holdings, LLC, as well as Mr. Bloom in the Judgment case.

I direct you to Nevada Rule of Professional Conduct 1.7(a), which prohibits your concurrent representation of Client and Mr. Bloom:

Rule 1.7. Conflict of Interest: Current Clients.

(a) Except as provided in paragraph (b), a lawyer shall not represent a client if the representation involves a concurrent conflict of interest. A concurrent conflict of interest exists if:

- (1) The representation of one client will be directly adverse to another client; or
- (2) There is a significant risk that the representation of one or more clients will be materially limited by the lawyer's responsibilities to another client, a former client or a third person or by a personal interest of the lawyer.

(b) Notwithstanding the existence of a concurrent conflict of interest under paragraph (a), a lawyer may represent a client if:

- (1) The lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client;
- (2) The representation is not prohibited by law;
- (3) The representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal; and
- (4) Each affected client gives informed consent, confirmed in writing.

Undeniably, there is a concurrent representation and corresponding conflict of interest. Further, as a result of your prior representation of the affiliate of First 100, LLC and/or First One Hundred Holdings, LLC in conjunction with them, there appears to be a further conflict of interest subject of Rule 1.6. Your representation of the Client would be materially limited by your relationship with Mr. Bloom at the very least. As set forth in Rule 1.7(b)(3), that conflict is unwaivable. Thus, even if Mr. Farkas could retain you on behalf of the Client (he cannot), you are ethically prohibited from accepting the representation.

Of additional concern is the fact that you have spoken with Mr. Farkas. Mr. Farkas has in his possession attorney-client privileged information of the Client. The privilege belongs to the Client, not Mr. Farkas. Despite a clear conflict, you willfully obtained attorney-client information, which is a breach of your professional duties. As you represent Mr. Bloom, there is significant concern that you have shared the information with Mr. Bloom. *Brown v. Eighth Judicial Dist.*

Court ex rel. County of Clark, 116 Nev. 1200, 1205, 14 P.3d 1266, 1270 (2000). More problematic, as Mr. Bloom is represented by both you and MGA, the presumption is that the conflict is imputed to MGA. Even worse, since you purported to communicate with MGA regarding this case, there is a reasonable probability that there was the sharing of confidential information, and that the suspicion warrants both your and MGA's disqualification. *Brown*, 116 Nev. at 1204, 14 P.3d at 1269.²

In addition, the Client hereby demands that you produce:

- 1) Any files belonging to the Client or in any way related to the dispute with First 100, LLC and First One Hundred Holdings, LLC subject of the Case;
- 2) Any purported communications, including engagement letters and conflict letters resulting in you being purportedly retained by the Client;
- 3) Any and all communications you have had with First 100, LLC, First One Hundred Holdings, LLC, Jay Bloom or its counsel while also purporting to be counsel for the Client;
- 4) Any and all communications you have had with Client member Matthew Farkas;
- 5) Any and all communications and documents referencing any compensation you have received and the source of such compensation; and
- 6) Any and all communications and documents related to the purported settlement that was agreed to or executed with First 100, LLC and First One Hundred Holdings, LLC that you reference in your letter.

Please confirm by the end of business today whether you will produce those records by Monday, January 18, 2021.

Finally, I would strongly encourage that going forward you govern yourself in accordance with the Rules of Professional Conduct. All rights and remedies are expressly reserved.

Sincerely,

GARMAN TURNER GORDON LLP

/s/ Erika Pike Turner

ERIKA PIKE TURNER, ESQ.

cc: Client and Matthew Farkas

² A reasonable probability is further established by the fact that Mr. Farkas previously provided MGA with privileged information and Mr. Brown (through MGA) introduced the information into arbitration.

**AMENDMENT TO LIMITED LIABILITY COMPANY AGREEMENT
OF TGC/FARKAS FUNDING, LLC**

THIS AMENDMENT TO LIMITED LIABILITY COMPANY AGREEMENT OF TGC/FARKAS FUNDING, LLC (this "Amendment"), dated as of this ___ day of August, 2020 (the "Effective Date"), is made by and among TGC/FARKAS FUNDING LLC, a Delaware limited liability company (the "Company"), TGC 100 INVESTOR, LLC, a Delaware limited liability company ("TGC Investor"), and MATTHEW FARKAS, an individual ("Farkas", and together with TGC Investor, the "Members").

RECITALS

WHEREAS, the Members entered into that certain Limited Liability Company Agreement of TGC/Farkas Funding, LLC, dated as of October 21, 2013 (the "Operating Agreement"), with respect to the Company; and

WHEREAS, in accordance with Section 4.1(b) and Section 10.1 of the Operating Agreement, the Members now desire to amend the Operating Agreement on the terms and conditions set forth herein, as of the Effective Date.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. DEFINED TERMS

1.1 **Capitalized Terms**. Capitalized terms used herein without definition shall have the same meanings as ascribed to such terms in the Operating Agreement.

SECTION 2. AMENDMENTS TO OPERATING AGREEMENT

2.1 **Section 3.4(a) of the Operating Agreement**. Section 3.4(a) of the Operating Agreement is hereby deleted in its entirety and replaced with the following:

“(a) Except as otherwise expressly provided for herein, the Members, unless they are the Administrative Member, shall not have any right or power to take part in the management or control of the Company or to act for or to bind the Company in any way.”

2.2 **Section 3.4(b) of the Operating Agreement**. The following shall be added to the end of Section 3.4(b) of the Operating Agreement:

“The Members may take any action provided for herein to be taken by the Members without a meeting, by the unanimous written consent of the Members.”

2.3 **Section 4.1(a) of the Operating Agreement.** Section 4.1(a) of the Operating Agreement is hereby amended to provide that, by unanimous written consent of the Members pursuant to this Amendment, as of the Effective Date, TGC Investor shall be the Administrative Member of the Company. As of the Effective Date, TGC Investor shall hold office as Administrative Member until it resigns as Administrative Member in a writing delivered to all Members and its successor shall have been appointed by TGC Investor, or in the absence of such delegation, the unanimous vote of the Members. From and after the Effective Date, any reference to the Administrative Member shall hereinafter mean TGC Investor, who shall act solely through its manager, Adam Flatto, or such other designee appointed by TGC Investor from time to time.

2.4 **Section 4.1(c) of the Operating Agreement.** The following Section 4.1(c) shall be added to the Operating Agreement:

“(c) The Administrative Member shall have full, exclusive and complete discretion, power and authority, subject in all cases to other provisions of this Agreement and the requirements of applicable law, to manage, control, administer and operate the business and affairs of the Company for the purposes herein stated and to make all decisions affecting such business and affairs, including, without limitation, the power to:

(i) acquire land, buildings or any other interest in real estate which may be necessary, convenient or incidental to the accomplishment of the purposes of the Company;

(ii) acquire by purchase, lease or otherwise, any personal property, tangible or intangible which may be necessary, convenient or incidental to the accomplishment of the purposes of the Company;

(iii) sell, dispose, trade or exchange Company personal property in the ordinary course of the Company’s business, including determining the terms and price upon which to sell the personal property;

(iv) purchase liability and other insurance to protect the Company’s properties and business;

(v) borrow money, mortgage or encumber Company property for and on behalf of the Company, and, in connection therewith, execute and deliver instruments evidencing such indebtedness;

(vi) sell or otherwise transfer the real and personal property of the Company or any part or parts thereof;

(vii) execute any and all agreements, contracts, documents, certifications, and instruments necessary or convenient in connection with the management, maintenance and operation of the Company’s real and personal property;

(viii) execute all other instruments and documents which may be necessary or in the opinion of the Administrative Member desirable to carry out the intent and purpose of the Agreement;

(ix) contract on behalf of the Company for the employment and services of employees and/or independent contractors and delegate to such persons the duty to manage or supervise any of the assets or operations of the Company;

(x) care for and distribute funds to the Members by way of cash, income, return of capital or otherwise, all in accordance with the provisions of this Agreement, and perform all matters in furtherance of the objectives of the Company or this Agreement;

(xi) enter into contracts and make any and all expenditures in connection therewith, which the Administrative Member, in its discretion, deems necessary or appropriate in connection with the management of the affairs of the Company and the performance of its obligations and responsibilities under this Agreement, including, without limitation, expenditures for legal, accounting and other related expenses incurred in connection with the organization, financing and operation of the Company;

(xii) determine whether or not distributions should be made to the Members, except as may specifically set forth elsewhere in this Agreement; and

(xiii) enter into any kind of activity necessary to, in connection with, or incidental to, the accomplishment of the purposes of the Company.”

2.5 **Section 4.1(d) of the Operating Agreement.** The following Section 4.1(d) shall be added to the Operating Agreement:

“(d) The business and affairs of the Company are to be managed and taken by the Administrative Member, as provided in this Section 4.1. Except as otherwise set forth hereinbelow, the Members shall have no rights or powers to take part in the management and control of the Company and its business affairs. Notwithstanding, the following matters shall require the unanimous vote of the Members:

(i) An amendment to the Articles, this Agreement or the purpose of this Agreement;

(ii) The removal or election of a new Administrative Member;

(iii) File a petition for bankruptcy of the Company; and

(iv) Unless otherwise provided in this Agreement, the termination and dissolution of the Company.

As provided in Section 3.4(b) of this Agreement, those matters to be voted on by the Members can be done by written consent. Such a written consent may be utilized at any meeting of the Members, or it may be utilized in obtaining approval by the Members without a meeting. Except for those matters specifically designated above or otherwise specifically provided in this Agreement, the consent or approval of the Members shall not be required to ratify any actions taken by the Administrative Member on behalf of the Company."

2.6 **Section 4.5 of the Operating Agreement.** Section 4.5 of the Operating Agreement is hereby deleted in its entirety and shall be replaced by "Section 4.5 **Liability Limited; No Fiduciary Duty**" set forth below. Specifically, from and after the Effective Date, there will no longer be a CEO position with the Company; it being the intention of the Members of the Company for the Administrative Member to have all such authority of the Company and be the "manager" of the Company, as set forth in Section 4.1 of the Agreement.

"Section 4.5 **Liability Limited; No Fiduciary Duty.** The Administrative Member shall not be liable to the Company or any Member for any act or omission performed or omitted pursuant to the authority granted by this Agreement; provided that such limitation of liability shall not apply to the extent the act or omission was attributable to the fraud, gross negligence, or willful misconduct or knowing violation of law of the Administrative Member. This Agreement is not intended to, and does not, create or impose any fiduciary duty on any Member. Furthermore, each of the Members and the Company hereby waives any and all fiduciary duties that, absent such waiver, may be implied by applicable law, and in doing so, acknowledges and agrees that the duties and obligation of the Administrative Member and each Member to each other and to the Company are only as expressly set forth in this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of the Administrative Member otherwise existing at law or in equity, are agreed by the Members to replace such other duties and liabilities of such Person.

SECTION 3. MISCELLANEOUS

3.1 **Continued Effectiveness of Operating Agreement.** Except as specifically provided herein, all of the terms and conditions of the Operating Agreement shall remain in full force and effect.

3.2 **Governing Law.** This Amendment shall be governed by and construed under the laws of the State of Delaware (without regard to conflict of laws principles), all rights and remedies being governed by said laws.

3.3 **Headings.** Section and subsection headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose or be given any substantive effect.

3.4 **Counterparts; Effectiveness.** This Amendment may be executed in counterparts, each of which shall constitute an original, but all of which when taken together

shall constitute a single Amendment. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Delivery of an executed counterpart of a signature page of this Amendment by facsimile, electronic email or other electronic imaging means (e.g., "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Amendment, each of which when so executed and delivered shall be deemed an original.

[Signature Page to Follow.]

IN WITNESS WHEREOF, each of the undersigned have caused this Amendment to be executed as of the Effective Date.

COMPANY:

**TGC/FARKAS FUNDING LLC, a Delaware
limited liability company**

By: _____

Its: _____

Print Name: _____

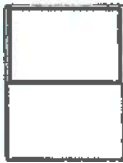
MEMBERS:

TGC 100 INVESTOR, LLC

By: _____

Adam Flatto, Manager

MATTHEW FARKAS, individually



IN WITNESS WHEREOF, each of the undersigned have caused this Amendment to be executed as of the Effective Date.

COMPANY:

**TGC/FARKAS FUNDING LLC, a Delaware
limited liability company**

By: _____

Its: _____

Print Name: MATTHEW FARKAS

MEMBERS:

TGC 100 INVESTOR, LLC

By: _____

Adam Flatto, Manager


MATTHEW FARKAS, individually

Raffi A Nahabedian

From: Dylan Ciciliano [dciciliano@Gtg.legal]
Sent: Tuesday, January 19, 2021 5:37 PM
To: Raffi A Nahabedian; Erika Turner
Cc: Max Erwin
Subject: RE: Order Granting Plaintiff's Motion for Attorneys' Fees and Costs 4832-8615-5989 v.1.docx

Raffi,

From our letter, please see that you were to produce the following:

1. Any files belonging to the Client or in any way related to the dispute with First 100, LLC and First One Hundred Holdings, LLC subject of the Case;
2. Any purported communications, including engagement letters and conflict letters resulting in you being purportedly retained by the Client;
3. Any and all communications you have had with First 100, LLC, First One Hundred Holdings, LLC, Jay Bloom or its counsel while also purporting to be counsel for the Client;
4. Any and all communications you have had with Client member Matthew Farkas;
5. Any and all communications and documents referencing any compensation you have received and the source of such compensation; and
6. Any and all communications and documents related to the purported settlement that was agreed to or executed with First 100, LLC and First One Hundred Holdings, LLC that you reference in your letter

If you have any dispute that the client owns client files, please let me know.

Dylan T. Ciciliano, Esq.

Attorney

Phone: 725.777.3000 | Fax: 725.777.3112

GARMAN | TURNER | GORDON
7251 AMIGO STREET, SUITE 210
LAS VEGAS, NV 89119

Visit us online at www.gtg.legal

From: Raffi A Nahabedian <raffi@nahabedianlaw.com>
Sent: Tuesday, January 19, 2021 5:04 PM
To: Dylan Ciciliano <dciciliano@Gtg.legal>; Erika Turner <eturner@Gtg.legal>
Cc: Max Erwin <MErwin@Gtg.legal>; 'Raffi A Nahabedian' <raffi@nahabedianlaw.com>
Subject: RE: Order Granting Plaintiff's Motion for Attorneys' Fees and Costs 4832-8615-5989 v.1.docx

Good evening.

My apologies for the delayed response, but I have been dealing with a severe back/sciatic nerve issue that has caused much of my work to be delayed and stopped due to the debilitating pain.

In terms of the Settlement Agreement that you requested, it appears that Mr. Maier provided it to the Court in his filing (that we all received this afternoon via email). My apologies that my letter indicated it would be included, but was inadvertently left out. As I previously stated, I was not involved in any negotiations, the preparation of the document or the exchange of the executed documents – it was received after the fact.

Respectfully,
Raffi A Nahabedian

From: Dylan Ciciliano [<mailto:dciciliano@Gtg.legal>]
Sent: Tuesday, January 19, 2021 10:24 AM
To: Erika Turner; Raffi A Nahabedian
Cc: Max Erwin
Subject: RE: Order Granting Plaintiff's Motion for Attorneys' Fees and Costs 4832-8615-5989 v.1.docx

Mr. Nahabedian,

I wanted to follow up on our demand for documents. Please provide them immediately. Our next step will be to use legal process.

Thank you,

Dylan T. Ciciliano, Esq.

Attorney

Phone: **725 777 3000** | Fax: **725 777 3112**

GARMAN | TURNER | GORDON
7251 AMIGO STREET, SUITE 210
LAS VEGAS, NV 89119

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From: Erika Turner <eturner@Gtg.legal>
Sent: Friday, January 15, 2021 12:50 PM
To: Raffi A Nahabedian <raffi@nahabedianlaw.com>; Dylan Ciciliano <dciciliano@Gtg.legal>
Cc: Max Erwin <MErwin@Gtg.legal>
Subject: RE: Order Granting Plaintiff's Motion for Attorneys' Fees and Costs 4832-8615-5989 v.1.docx

Mr. Nahabedian,

You said that you had an executed settlement agreement in your possession. That needs to be provided ASAP along with an explanation of how and when it came into your possession.

Erika

Erika Pike Turner

Partner

GARMAN | TURNER | GORDON

P 725 777 3000 | D 725 244 4573
E eturner@gtg.legal

From: Raffi A Nahabedian <raffi@nahabedianlaw.com>

Sent: Friday, January 15, 2021 12:44 PM

To: Dylan Ciciliano <dciciliano@Gtg.legal>; 'Jason Maier' <jrm@mgalaw.com>; Erika Turner <eturner@Gtg.legal>; Max Erwin <MErwin@Gtg.legal>

Cc: 'Danielle Barraza' <djb@mgalaw.com>; 'Joseph Gutierrez' <jag@mgalaw.com>; 'Raffi A Nahabedian' <raffi@nahabedianlaw.com>

Subject: RE: Order Granting Plaintiff's Motion for Attorneys' Fees and Costs 4832-8615-5989 v.1.docx

Good afternoon.

Given that there is an apparent issue re representation, I will delay further communication until I speak with Mr. Farkas. Moreover, for clarification and for the avoidance of doubt, I was not involved in and did not participate in any settlement negotiations and/or the preparation of documents relating thereto.

Respectfully,
Raffi A Nahabedian

From: Dylan Ciciliano [<mailto:dciciliano@Gtg.legal>]

Sent: Friday, January 15, 2021 12:37 PM

To: Jason Maier; Erika Turner; Max Erwin; R. A. Nahabedian, Esq.

Cc: Danielle Barraza; Joseph Gutierrez

Subject: RE: Order Granting Plaintiff's Motion for Attorneys' Fees and Costs 4832-8615-5989 v.1.docx

For the avoidance of doubt, there has been no substitution of counsel and there has been no settlement.

Dylan T. Ciciliano, Esq.

Attorney

Phone: [725 777 3000](tel:725.777.3000) | Fax: [725 777 3112](tel:725.777.3112)

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7251 AMIGO STREET, SUITE 210
LAS VEGAS, NV 89119

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From: Jason Maier <jrm@mgalaw.com>

Sent: Friday, January 15, 2021 11:20 AM

To: Dylan Ciciliano <dciciliano@Gtg.legal>; Erika Turner <eturner@Gtg.legal>; Max Erwin <MErwin@Gtg.legal>; R. A. Nahabedian, Esq. <raffi@nahabedianlaw.com>

Cc: Danielle Barraza <djb@mgalaw.com>; Joseph Gutierrez <jag@mgalaw.com>

Subject: RE: Order Granting Plaintiff's Motion for Attorneys' Fees and Costs 4832-8615-5989 v.1.docx

Dylan: I am adding Raffi Nahabedian to this email thread given what appears to be competing claims of representation. We await your further communication mentioned below. Thanks.

Jason R. Maier
MAIER GUTIERREZ & ASSOCIATES

8816 Spanish Ridge Avenue
Las Vegas, Nevada 89148
Tel: 702.629.7900 | Fax: 702.629.7925
dib@mgalaw.com | www.mgalaw.com

From: Dylan Ciciliano <dciciliano@Gtg.legal>
Sent: Friday, January 15, 2021 10:02 AM
To: Danielle Barraza <djb@mgalaw.com>
Cc: Max Erwin <MErwin@Gtg.legal>; Jason Maier <jrm@mgalaw.com>; Joseph Gutierrez <jag@mgalaw.com>; Erika Turner <eturner@Gtg.legal>
Subject: RE: Order Granting Plaintiff's Motion for Attorneys' Fees and Costs 4832-8615-5989 v.1.docx

Good morning,

I will submit the order. Thank you.

No, re: substitution/communicating with his office going forward. Further communications/information will follow. Please preserve all communications, including text messages and emails you or your office have had with Mr. Nahabedian, Mr. Farkas, TGC/Farkas Funding, LLC or anyone purporting to act on their behalf, and direct your clients (including Mr. Bloom) to do the same.

Finally, Mr. Nahabedian claims that your office and he negotiated a settlement, please provide that immediately.

Dylan T. Ciciliano, Esq.

Attorney

Phone: [725 777 3000](tel:7257773000) | Fax: [725 777 3112](tel:7257773112)

GARMAN | TURNER | GORDON
7251 AMIGO STREET, SUITE 210
LAS VEGAS, NV 89119

Visit us online at www.gtg.legal

From: Danielle Barraza <dib@mgalaw.com>
Sent: Friday, January 15, 2021 9:41 AM
To: Dylan Ciciliano <dciciliano@Gtg.legal>
Cc: Max Erwin <MErwin@Gtg.legal>; Jason Maier <jrm@mgalaw.com>; Joseph Gutierrez <jag@mgalaw.com>
Subject: RE: Order Granting Plaintiff's Motion for Attorneys' Fees and Costs 4832-8615-5989 v.1.docx

I don't see any substantive issues with the proposed order, however our firm was copied on communications from Nahabedian Law indicating that he is substituting into the case, so I wanted to confirm that we should contact his office going forward regarding this order.

Danielle J. Barraza | Associate
MAIER GUTIERREZ & ASSOCIATES
8816 Spanish Ridge Avenue
Las Vegas, Nevada 89148

Tel: 702.629.7900 | Fax: 702.629.7925
djb@mgalaw.com | www.mgalaw.com

From: Dylan Ciciliano <dciciliano@Gtg.legal>
Sent: Thursday, January 14, 2021 3:56 PM
To: Danielle Barraza <djb@mgalaw.com>
Cc: Max Erwin <MErwin@Gtg.legal>
Subject: RE: Order Granting Plaintiff's Motion for Attorneys' Fees and Costs 4832-8615-5989 v.1.docx

Following up on the below.

Dylan T. Ciciliano, Esq.

Attorney

Phone: 725 777 3000 | Fax: 725 777 3112

GARMAN | TURNER | GORDON
7251 AMIGO STREET, SUITE 210
LAS VEGAS, NV 89119

Visit us online at www.gtg.legal

From: Dylan Ciciliano
Sent: Monday, January 11, 2021 5:31 PM
To: Danielle Barraza <djb@mgalaw.com>
Cc: Max Erwin <MErwin@Gtg.legal>
Subject: Order Granting Plaintiff's Motion for Attorneys' Fees and Costs 4832-8615-5989 v.1.docx

Attached is the proposed order granting Plaintiff's motion for attorneys' fees and costs. Please let me know if I can affix your e-signature.

Dylan

The information contained in this transmission may contain privileged and confidential information. It is intended only for the use of the person(s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication of this communication is strictly prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.

The information contained in this transmission may contain privileged and confidential information. It is intended only for the use of the person(s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication of this communication is strictly prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.

Exhibit 3

DECL

GARMAN TURNER GORDON LLP
ERIKA PIKE TURNER
Nevada Bar No. 6454
Email: eturner@gtg.legal
DYLAN T. CICALIANO
Nevada Bar. No. 12348
Email: dciciliano@gtg.legal
7251 Amigo Street, Suite 210
Las Vegas, Nevada 89119
Tel: (725) 777-3000
Fax: (725) 777-3112
Attorneys for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

TGC/FARKAS FUNDING, LLC,
Plaintiff,

CASE NO. A-20-822273-C
DEPT. 13

vs.

FIRST 100, LLC, a Nevada Limited Liability
Company; FIRST ONE HUNDRED
HOLDINGS, LLC, a Nevada limited liability
company aka 1st ONE HUNDRED HOLDINGS
LLC, a Nevada Limited Liability Company,

**DECLARATION OF ADAM FLATTO IN
SUPPORT OF SUPPLEMENT TO
PLAINTIFF'S EX PARTE APPLICATION
FOR ORDER TO SHOW CAUSE WHY
DEFENDANTS AND JAY BLOOM
SHOULD NOT BE HELD IN CONTEMPT
OF COURT**

Defendants.

I, Adam Flatto ("Declarant"), declare as follows:

1. I am the manager of TGC Investor 100, LLC, 50% member of TGC/Farkas Funding, LLC ("Plaintiff"). I am competent to testify to the matters asserted herein, of which I have personal knowledge, except as to those matters stated upon information and belief. As to those matters stated upon information and belief, I believe them to be true.

2. This declaration is made in support of the Supplement to Plaintiff's Ex Parte Application for Order to Show Cause Why Defendants and Jay Bloom Should Not Be Held in Contempt of Court (the "Supplement").

3. Plaintiff has two members, TGC Investor 100, LLC and Matthew Farkas.

4. On September 17, 2020, Plaintiff's members adopted the Amendment to Limited Liability Company Agreement of TGC/Farkas Funding, LLC. Matthew Farkas signed the

1 Amendment to Limited Liability Company Agreement of TGC/Farkas Funding, LLC. A true and
2 correct copy of his email transmitting his signature is attached hereto as Exhibit 2-A. A true and
3 correct copy of the executed Amendment to Limited Liability Company Agreement of
4 TGC/Farkas Funding, LLC is attached hereto as Exhibit 2-B.

5 5. Indisputably, Matthew Farkas does not have the ability to control Plaintiff.

6 6. TGC 100 Investor, LLC did not authorize the retention of Raffi Nahabedian by or
7 on behalf of Plaintiff.

8 7. Additionally, neither Plaintiff nor TGC 100 Investor, LLC terminated Garman
9 Turner Gordon's representation.

10 8. Plaintiff has not engaged in settlement discussions with Defendants or settled this
11 matter.

12 I declare under penalty of perjury under the law of the State of Nevada that the foregoing
13 is true and correct.

14 Executed this 20th day of January, 2021.



15
16 ADAM FLATTO, Declarant
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Exhibit 2-A

Dylan Ciciliano

From: Erika Turner
Sent: Thursday, January 14, 2021 5:11 PM
To: Dylan Ciciliano
Subject: FW: CamScanner 09-17-2020 11.58.12
Attachments: CamScanner 09-17-2020 11.58.12.pdf

Erika Pike Turner

Partner

GARMAN | TURNER | GORDON

P 725 777 3000 | D 725 244 4573

E eturner@gtg.legal

From: Matthew Farkas <farkm1@aol.com>
Sent: Thursday, September 17, 2020 11:59 AM
To: Michael Busch <mbusch@georgetownco.com>
Subject: CamScanner 09-17-2020 11.58.12

Scanned with CamScanner

<https://cc.co/16YRyq>

IN WITNESS WHEREOF, each of the undersigned have caused this Amendment to be executed as of the Effective Date.

COMPANY:

**TGC/FARKAS FUNDING LLC, a Delaware
limited liability company**

By: _____

Its: _____

Print Name: MATTHEW FARKAS

MEMBERS:

TGC 100 INVESTOR, LLC

By: _____

Adam Flatto, Manager



MATTHEW FARKAS, individually

SIGNATURE PAGE TO AMENDMENT TO LIMITED LIABILITY COMPANY AGREEMENT
OF TGC/FARKAS FUNDING LLC

Exhibit 2-B

**AMENDMENT TO LIMITED LIABILITY COMPANY AGREEMENT
OF TGC/FARKAS FUNDING, LLC**

THIS AMENDMENT TO LIMITED LIABILITY COMPANY AGREEMENT OF TGC/FARKAS FUNDING, LLC (this "Amendment"), dated as of this ___ day of August, 2020 (the "Effective Date"), is made by and among TGC/FARKAS FUNDING LLC, a Delaware limited liability company (the "Company"), TGC 100 INVESTOR, LLC, a Delaware limited liability company ("TGC Investor"), and MATTHEW FARKAS, an individual ("Farkas", and together with TGC Investor, the "Members").

RECITALS

WHEREAS, the Members entered into that certain Limited Liability Company Agreement of TGC/Farkas Funding, LLC, dated as of October 21, 2013 (the "Operating Agreement"), with respect to the Company; and

WHEREAS, in accordance with Section 4.1(b) and Section 10.1 of the Operating Agreement, the Members now desire to amend the Operating Agreement on the terms and conditions set forth herein, as of the Effective Date.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. DEFINED TERMS

1.1 **Capitalized Terms**. Capitalized terms used herein without definition shall have the same meanings as ascribed to such terms in the Operating Agreement.

SECTION 2. AMENDMENTS TO OPERATING AGREEMENT

2.1 **Section 3.4(a) of the Operating Agreement**. Section 3.4(a) of the Operating Agreement is hereby deleted in its entirety and replaced with the following:

“(a) Except as otherwise expressly provided for herein, the Members, unless they are the Administrative Member, shall not have any right or power to take part in the management or control of the Company or to act for or to bind the Company in any way.”

2.2 **Section 3.4(b) of the Operating Agreement**. The following shall be added to the end of Section 3.4(b) of the Operating Agreement:

“The Members may take any action provided for herein to be taken by the Members without a meeting, by the unanimous written consent of the Members.”

2.3 **Section 4.1(a) of the Operating Agreement.** Section 4.1(a) of the Operating Agreement is hereby amended to provide that, by unanimous written consent of the Members pursuant to this Amendment, as of the Effective Date, TGC Investor shall be the Administrative Member of the Company. As of the Effective Date, TGC Investor shall hold office as Administrative Member until it resigns as Administrative Member in a writing delivered to all Members and its successor shall have been appointed by the unanimous vote of the Members. From and after the Effective Date, any reference to the Administrative Member shall hereinafter mean TGC Investor, who shall act solely through its manager, Adam Flatto, or such other designee appointed by TGC Investor from time to time.

2.4 **Section 4.1(c) of the Operating Agreement.** The following Section 4.1(c) shall be added to the Operating Agreement:

“(c) The Administrative Member shall have full, exclusive and complete discretion, power and authority, subject in all cases to other provisions of this Agreement and the requirements of applicable law, to manage, control, administer and operate the business and affairs of the Company for the purposes herein stated and to make all decisions affecting such business and affairs, including, without limitation, the power to:

(i) acquire land, buildings or any other interest in real estate which may be necessary, convenient or incidental to the accomplishment of the purposes of the Company;

(ii) acquire by purchase, lease or otherwise, any personal property, tangible or intangible which may be necessary, convenient or incidental to the accomplishment of the purposes of the Company;

(iii) sell, dispose, trade or exchange Company personal property in the ordinary course of the Company’s business, including determining the terms and price upon which to sell the personal property;

(iv) purchase liability and other insurance to protect the Company’s properties and business;

(v) borrow money, mortgage or encumber Company property for and on behalf of the Company, and, in connection therewith, execute and deliver instruments evidencing such indebtedness;

(vi) sell or otherwise transfer the real and personal property of the Company or any part or parts thereof;

(vii) execute any and all agreements, contracts, documents, certifications, and instruments necessary or convenient in connection with the management, maintenance and operation of the Company’s real and personal property;

(viii) execute all other instruments and documents which may be necessary or in the opinion of the Administrative Member desirable to carry out the intent and purpose of the Agreement;

(ix) contract on behalf of the Company for the employment and services of employees and/or independent contractors and delegate to such persons the duty to manage or supervise any of the assets or operations of the Company;

(x) care for and distribute funds to the Members by way of cash, income, return of capital or otherwise, all in accordance with the provisions of this Agreement, and perform all matters in furtherance of the objectives of the Company or this Agreement;

(xi) enter into contracts and make any and all expenditures in connection therewith, which the Administrative Member, in its discretion, deems necessary or appropriate in connection with the management of the affairs of the Company and the performance of its obligations and responsibilities under this Agreement, including, without limitation, expenditures for legal, accounting and other related expenses incurred in connection with the organization, financing and operation of the Company;

(xii) determine whether or not distributions should be made to the Members, except as may specifically set forth elsewhere in this Agreement; and

(xiii) enter into any kind of activity necessary to, in connection with, or incidental to, the accomplishment of the purposes of the Company.”

2.5 **Section 4.1(d) of the Operating Agreement.** The following Section 4.1(d) shall be added to the Operating Agreement:

“(d) The business and affairs of the Company are to be managed and taken by the Administrative Member, as provided in this Section 4.1. Except as otherwise set forth hereinbelow, the Members shall have no rights or powers to take part in the management and control of the Company and its business affairs. Notwithstanding, the following matters shall require the unanimous vote of the Members:

(i) An amendment to the Articles, this Agreement or the purpose of this Agreement;

(ii) The removal or election of a new Administrative Member;

(iii) File a petition for bankruptcy of the Company; and

(iv) Unless otherwise provided in this Agreement, the termination and dissolution of the Company.

As provided in Section 3.4(b) of this Agreement, those matters to be voted on by the Members can be done by written consent. Such a written consent may be utilized at any meeting of the Members, or it may be utilized in obtaining approval by the Members without a meeting. Except for those matters specifically designated above or otherwise specifically provided in this Agreement, the consent or approval of the Members shall not be required to ratify any actions taken by the Administrative Member on behalf of the Company.”

2.6 **Section 4.5 of the Operating Agreement.** Section 4.5 of the Operating Agreement is hereby deleted in its entirety and shall be replaced by “Section 4.5 Liability Limited; No Fiduciary Duty” set forth below. Specifically, from and after the Effective Date, there will no longer be a CEO position with the Company; it being the intention of the Members of the Company for the Administrative Member to have all such authority of the Company and be the “manager” of the Company, as set forth in Section 4.1 of the Agreement.

“Section 4.5 Liability Limited; No Fiduciary Duty. The Administrative Member shall not be liable to the Company or any Member for any act or omission performed or omitted pursuant to the authority granted by this Agreement; provided that such limitation of liability shall not apply to the extent the act or omission was attributable to the fraud, gross negligence, or willful misconduct or knowing violation of law of the Administrative Member. This Agreement is not intended to, and does not, create or impose any fiduciary duty on any Member. Furthermore, each of the Members and the Company hereby waives any and all fiduciary duties that, absent such waiver, may be implied by applicable law, and in doing so, acknowledges and agrees that the duties and obligation of the Administrative Member and each Member to each other and to the Company are only as expressly set forth in this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of the Administrative Member otherwise existing at law or in equity, are agreed by the Members to replace such other duties and liabilities of such Person.

SECTION 3. MISCELLANEOUS

3.1 **Continued Effectiveness of Operating Agreement.** Except as specifically provided herein, all of the terms and conditions of the Operating Agreement shall remain in full force and effect.

3.2 **Governing Law.** This Amendment shall be governed by and construed under the laws of the State of Delaware (without regard to conflict of laws principles), all rights and remedies being governed by said laws.

3.3 **Headings.** Section and subsection headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose or be given any substantive effect.

3.4 **Counterparts; Effectiveness.** This Amendment may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a

single Amendment. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Delivery of an executed counterpart of a signature page of this Amendment by facsimile, electronic email or other electronic imaging means (e.g., "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Amendment, each of which when so executed and delivered shall be deemed an original.

[Signature Page to Follow.]

IN WITNESS WHEREOF, each of the undersigned have caused this Amendment to be executed as of the Effective Date.

COMPANY:

**TGC/FARKAS FUNDING LLC, a Delaware
limited liability company**

By: _____

Its: _____

Print Name: _____

MEMBERS:

TGC 100 INVESTOR, LLC

By: _____
Adam Flatto, Manager

MATTHEW FARKAS, individually

IN WITNESS WHEREOF, each of the undersigned have caused this Amendment to be executed as of the Effective Date.

COMPANY:

**TGC/FARKAS FUNDING LLC, a Delaware
limited liability company**

By: _____

Its: _____

Print Name: MATTHEW FARKAS

MEMBERS:

TGC 100 INVESTOR, LLC

By: _____

Adam Flatto, Manager



MATTHEW FARKAS, individually

SIGNATURE PAGE TO AMENDMENT TO LIMITED LIABILITY COMPANY AGREEMENT
OF TGC/FARKAS FUNDING LLC

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**OPP119
AA0473**

IN WITNESS WHEREOF, each of the undersigned have caused this Amendment to be executed as of the Effective Date.

COMPANY:

**TGC/FARKAS FUNDING LLC, a Delaware
limited liability company**

By: _____

Its: _____

Print Name: MATTHEW FARKAS

MEMBERS:

TGC 100 INVESTOR, LLC

By: _____

Adam Flatto, Manager


MATTHEW FARKAS, individually

SIGNATURE PAGE TO AMENDMENT TO LIMITED LIABILITY COMPANY AGREEMENT
OF TGC/FARKAS FUNDING LLC

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**OPP120
AA0474**

Exhibit 4

1 **SUPPLEMENTAL DECLARATION OF JAY BLOOM IN SUPPORT OF RESPONDENTS'**

2 **ARBITRATION BRIEF**

3 I, JAY BLOOM ("Declarant"), declare as follows:

4 1. This supplemental declaration is made in support of Respondents' Arbitration Brief
5 (the "Brief").

6 2. I am over the age of eighteen (18) and I have personal knowledge of all matters set
7 forth herein. If called to do so, I would competently and truthfully testify to all matters set forth
8 herein, except for those matters stated to be based upon information and belief.

9 3. I make this declaration in my capacity as the principal, founding director, and chairman
10 of the Board of Directors of First 100, LLC and 1st One Hundred Holdings, LLC.

11 4. I have reviewed the Arbitration Panel Order requesting additional evidence, dated July
12 31, 2020.

13 5. The first request seeks information related to whether the Claimant (TGC/Farkas
14 Funding, LLC) executed a Redemption Agreement and the date of any such execution. Attached
15 hereto as **Exhibit A** is a true and correct copy of the email that First 100 (through its email address
16 Membershipredemption@first100llc.com) sent to Matthew Farkas, solely in his capacity as Manager
17 and Executive of TGC/Farkas Company (to Mfarkas@f100llc.com) on April 13, 2017 regarding the
18 Redemption Agreement, along with all of the attachments to that email.

19 6. There are no other emails to Matthew Farkas, Individually nor Adam Flatto
20 Individually, related to the Membership Redemption Agreement, as neither Farkas nor Flatto held
21 membership shares in an individual capacity outside of their joint interest in 1st One Hundred
22 Holdings, LLC as Members TCG/Farkas Funding, LLC.

23 7. On April 14, 2017, Matthew Farkas provided the executed TGC/Farkas Funding, LLC
24 Redemption Agreement to First 100, which was signed by Matthew Farkas, as "Redeemer" on behalf
25 of TGC/Farkas Funding, LLC. See **Exhibit B**, Executed Redemption Agreement.

26 8. To be clear, Exhibit B was not executed by Matthew Farkas in his capacity as a
27 representative for First 100, LLC, but rather in his capacity as a member of TGC/Farkas Funding,
28

1 LLC, which I countersigned on behalf of First 100, LLC in my capacity as Manager. The only
2 redemption agreement ever emailed or provided to Matthew Farkas in any way was the one addressed
3 to TGC/Farkas Funding, LLC.

4 9. I would also like to note that the "Schedule A: List of Members" contained at the end
5 of the 1st One Hundred Holdings, LLC Operating Agreement submitted with Claimant's Arbitration
6 Brief at Ex. 11 (Bates-number TGC000163) clearly indicates that TCG/Farkas, LLC is on the "list of
7 members" – and neither Matthew Farkas nor Adam Flatto appear in any way in an individual capacity.
8 It is therefore impossible for Matthew Farkas to have executed the TGC/Farkas Funding, LLC
9 Redemption Agreement, "signing as Redeemer", to have been doing so in his capacity as a First 100
10 representative, or for himself in an individual capacity, or for that matter, in any capacity other than
11 that of executive for TCG Farkas Funding LLC.

12 10. The second request asks for evidence of the authority of the person executing the
13 Redemption Agreement (Matthew Farkas). Attached hereto as **Exhibit C** is a true and correct copy
14 of the First 100 Subscription Agreement that Matthew Farkas executed on October 17, 2013, in his
15 capacity as TGC/Farkas, LLC's "CEO." This Subscription Agreement was signed solely by Matthew
16 Farkas, substantiating his authority to sign such documents on behalf of TGC/Farkas, LLC. TGC
17 Farkas/Funding, LLC should not get the benefit of Matthew Farkas' signature on documents when it
18 is convenient for TGC Farkas/Funding, LLC, but then make arguments that Matthew Farkas somehow
19 was not "authorized" to sign on behalf of TGC Farkas/Funding, LLC when they feel it would not
20 benefit their litigation strategy.

21 11. First 100 did not receive any notification that TCG Farkas Funding LLC had any
22 change in management that would indicate that Matthew Farkas was no longer a manager.

23 12. Further, on or around March 21, 2014, First 100, LLC sent a 2013 Schedule K-1 to
24 TCG Farkas Funding, LLC, and more specifically to Matthew Farkas (the Birchwood Park Circle
25 address is Mr. Farkas' home address), further substantiating that Mr. Farkas was authorized to obtain
26 and review such documents on behalf of TCG/Farkas Funding, LLC. Attached hereto as **Exhibit D**
27 is a true and correct copy of that March 21, 2014 correspondence to Matthew Farkas of
28 TCG Farkas/Funding, LLC.

1 13. The 2014 Schedule K-1 for TCG/Farkas Funding LLC was also sent to Matthew
2 Farkas' Birchwood Park Circle home address. A true and correct copy of that 2014 Schedule K-1 is
3 attached hereto as Exhibit E.

4 14. On or around April 3, 2016, First 100, LLC sent a 2015 Schedule K-1 to TCG/Farkas
5 Funding, LLC, and more specifically to Matthew Farkas' Birchwood Park Circle home address,
6 further substantiating that Mr. Farkas was authorized to obtain and review such documents on behalf
7 of TCG/Farkas Funding, LLC. Attached hereto as Exhibit F is a true and correct copy of that April
8 3, 2016 correspondence to Matthew Farkas of TCG/Farkas/Funding, LLC.

9 15. Attached hereto as Exhibit G is a true and correct copy of Matthew Farkas' voter
10 registration record which I obtained publicly online, which clearly indicates that the Birchwood Park
11 Circle address is Farkas' residential address.

12 16. The third request seeks information as to whether First 100 fully performed its
13 obligations required by the Redemption Agreement. With respect to that request, I declare as follows:

- 14 • That Paragraph 2(b) of the Redemption Agreement provides that, "Membership
15 Interest redemption shall be paid to Redeemer as funds are recovered by Company
16 in the order of Company's receipt of Redeemers signed Membership Interest.",
- 17 • That there have not yet been sufficient funds recovered to fully satisfy the
18 redemption obligation to TCG/Farkas Funding under the Redemption Agreement.
- 19 • That it is my belief that such funds will be realized by the Company and ultimately
20 by TCG Farkas before year end,
- 21 • That it has been and remains the intention and acts of First 100 to fully perform its
22 obligation,
- 23 • That there is no prescribed time schedule contemplated in the Redemption
24 Agreement for the recovery date (in terms of First 100's collection of a Judgment)
25 with which First 100 could be construed as not being in compliance,
26
27
28

- That First 100 is conducting best efforts to complete and is in compliance with the Redemption Agreement, and
- That such efforts evidence that First 100 has complied and continues to comply with its obligations under the Redemption Agreement.

17. Attached hereto as **Exhibit H** is a true and correct copy of a "draft" affidavit, for the benefit of TCG Farkas Funding LLC, as provided by Adam Flatto to Matthew Farkas for signature, stating among other misrepresentations, that Matthew Farkas never signed the Redemption Agreement.

18. Matthew Farkas instead brought the affidavit to my attention and indicated that he would not be signing it, as the information he was asked to attest to on behalf of TCG Farkas Funding LLC in such affidavit was materially false.

I declare under penalty of perjury of the laws of the United States of America and the State of Nevada that the foregoing is true and correct.

DATED this 14th day of August, 2020


JAY BLOOM

EXHIBIT “A”

From: Membership Redemption
Sent: Thursday, April 13, 2017 6:47 AM
To: Matthew Farkas <Mfarkas@f100llc.com>
Subject: 1st One Hundred Holdings K-1 and Membership Interest Redemption Agreement

MEMO

To: All Members of 1st One Hundred Holdings, LLC ("the Members")

From: 1st One Hundred Holdings, LLC ("the Company") and its Management ("the Management")
membershipredemption@f100llc.com

Attached please find your K-1 form for your 2016 tax returns.

Additionally, you will find several other important and relevant documents attached to this email.

As many of you are aware, the Company secured a series of financing commitments during the year of 2015 and into January 2016 from Raymond Ngan and other entities with which he was associated or involved. Unfortunately, these financial commitments to fund the company were breached causing great harm to the Company, the Management, and the Members equity positions.

These multiple breaches in clear commitments to the Company led to the Company Initiating an action on or about June 23, 2016.

It is with great enthusiasm that the Management can share with you the Company's success in its litigation. The Company was awarded approximately \$2.2 billion in damages for its claims (the judgment is attached hereto for review). While the Company anticipates collecting some portion of the judgment, after many detailed meetings with its counsel in the litigation and the collection team, it is clear from the representations made by these experts that the Company is not expected to collect the entire amount of the judgement. After attorney's fees, clearing the balance sheet obligations, paying the Company debt, and retiring the preferred membership interest positions, the Company expects that it may have about \$150 million (or \$1.5 million) per point to be distributed to the Members.

In light of the foregoing the Company, by way of this communication, is offering to the Members a Membership Interest Redemption Agreement ("the Agreement") (attached hereto for review and execution).

This Agreement attached provides for the redemption or buy back of the Members interest at \$1.5 million per percentage of ownership interest, or a fraction thereof on a pro rata basis.

THIS IS A BEST EFFORTS BUYBACK OFFERING.

Redemptions will be paid on a best efforts basis, and paid out, each redemption in full, based on cash collected pursuant to the judgment by the outside litigation and collection team, in the order which the Agreements are received as having been executed and returned to the Company.

Signed Membership Interest Redemption Agreements are to be returned by email or fax to:

Charity M. Johnson
MAIER GUTIERREZ AYON
8816 Spanish Ridge Avenue
Las Vegas, Nevada 89148
Tel: 702.629.7900 | Fax: 702.629.7925
cmj@maierlaw.com |

Upon receipt, such Agreements will be time and date stamped by the attorneys as to their receipt, and put in queue for payouts as funds are recovered against the Judgment.

Please send the signed and executed agreements to Charity M. Johnson at the fax or email identified above. Do not send executed documents via any other method or to any other contact within the Company.

All questions regarding the Agreement, or any other questions related to this communication, should be sent to the Company and directed by email to membershiptredemption@f100llc.com.

The Company reiterates that payments against redemptions to the Members will be made as cash is collected under the judgment on a first received first paid basis.

Any member that elects not to redeem their position should be aware of the risks inherent in remaining a member in the Company. Some of these risks are delineated in the Disclosure Document (attached hereto for review). Chief among these risks are as follows:

1. Remaining members may be subject to a capital call to finance the continued collection efforts under the judgment;
2. The Company is subject to a potentially successful appeal by the judgment debtor;
3. The Company is subject to future potential litigation, which may consume any remaining cash balances;
4. There is a risk that not enough money will be collected to pay all of those that redeem, leaving remaining members with no value in the positions held;
5. There is no guarantee that the business model remains viable, as laws have been modified and the markets have become significantly more efficient;
6. There is no guarantee that the Company will not elect a different business model, with which the remaining members may not agree;
7. The Management shall have sole discretion over the remaining funds collected and their disposition and/or use, if any, after the payment of taxes, debts, accounts payable, preferred membership interest redemptions, and the Membership Interest Redemption Agreements herein.

It is important to note that although each member should consult their own tax professional, the Management believes that the Agreement would provide for a long term capital gain tax rate as opposed to a distribution which would potentially be taxed at the higher ordinary income rate.

As such, the Management recommends that members sign and return the Agreement on an expedited basis.

The Company looks forward to your immediate attention to this important matter

MEMBERSHIP INTEREST REDEMPTION AGREEMENT

This Redemption Agreement ("Agreement") is entered into this 15th day of April, 2017, by and between 1st One Hundred Holdings, LLC, a Nevada limited liability company (the "Company") and TCG/Farkas Funding, LLC, a limited liability company (the "Redeemer").

RECITALS:

WHEREAS, the Company desires to redeem all of Redeemer's membership interests in the Company, as well as any interest claimed in any and all subsidiaries (the "Redeemer Membership Interest"); and

WHEREAS, Redeemer desires to sell, transfer, and convey the Redeemer Membership Interest, and terminate all agreements relating to its interest in the ownership and operation of the Company, including but not limited to all rights and obligations under the Company's Operating Agreement dated as of December 4, 2013 (the "Operating Agreement"), according to the terms and conditions hereof;

WHEREAS, Redeemer acknowledges that it received the Disclosure Document attached as Exhibit A hereto, which Company believes provides all information that the Company considers necessary or appropriate to enable the Seller to decide whether to enter into this Agreement and to consummate the transaction contemplated herein; and

WHEREAS, Redeemer acknowledges that it has reviewed the Disclosure Document and has had an opportunity to request any additional information from Company and consult with counsel;

NOW THEREFORE, in consideration of the Company's payment of One Million Five Hundred Thousand Dollars (\$1,500,000.00) per percentage of Membership Interest (or any fraction thereof at a prorated amount) to Redeemer, the mutual release, covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto agrees as follows:

1. Redemption of Redeemer Membership Interest. Upon Closing (described below), as of that date and without further action by any party hereto (a) the Company shall be deemed to have redeemed the Redeemer Membership Interest, and all of Redeemer's rights and obligations under the Operating Agreement shall be deemed to have terminated; (b) upon such redemption, Redeemer shall be deemed to have released all rights, benefits and obligations of ownership of the Redeemer Membership Interest, and any other rights or benefits, relating to ownership or operation of the Company; and (c) Redeemer does ratify, confirm and approve of all actions and decisions of Company, its subsidiaries and its management, from inception to date.
2. Consideration.
 - a. Redemption of 1st One Hundred Holdings, LLC Interest.
 - i. The Company redeems the Redeemer Membership Interest upon both:
 - The return of this Redemption Agreement executed by Redeemer, and
 - the payment by Company to Redeemer of such amount due as a result of this redemption.
 - ii. No Membership Interest shall be deemed to have been redeemed until all payments are provided by the Company to Redeemer upon redemption.
 - b. Order of Payment of Redemptions. Membership Interest redemption payments will be made after payment of all Company tax obligations, debt, accounts payable and Preferred Membership Interest redemption is paid.

Membership Interest redemption shall be paid to Redeemer as funds are recovered by Company in the order of Company's receipt of Redeemers signed Membership Interest

Redemption Agreements. As monies are recovered, payments will be made to each Redeemer in full in the order such Redeemer's Redemption Agreement and Redeemer Membership Interest certificates issued by the Company. are received by Maier Gutierrez Ayon at 8816 Spanish Ridge Ave, Las Vegas, NV 89148, until the earlier of the Company cannot recover any further funds or all such redemptions are paid. Notwithstanding the foregoing, failure by Redeemer to return the Redeemer Membership Interest certificates shall not be construed as a retention by Redeemer of any ownership or other rights in the Redeemer Membership Interest and such certificate(s) shall be rendered void automatically and without further action by Company immediately upon payment by Company of the redemption amount. Pursuant to Section 6(c) hereof, Redeemer agrees to execute such further documents as the Company may request to formalize the voiding of the certificates.

c. Paymaster.

Payments shall be issued directly from the Company's attorney trust account (acting as paymaster) to Redeemer. Redeemer agrees to execute such instructions and or documents, and provide such information, as the paymaster shall request in connection with making payments under this Agreement. References to payments made by the Company contained herein shall include any payments made by the paymaster on the Company's behalf.

In the event any Redeemer enters an objection to paymaster's function, all remaining funds subject to disbursement will be directed to be distributed to Company for Company's distribution and Redeemer agrees to this direction in the event of a dispute.

3. Representations and Warranties.

(a) Redeemer's Representation and Warranties. Redeemer represents and warrants:

(i) Good Standing. Redeemer is either an individual or a company, duly organized, validly existing and in good standing under the laws of its respective state.

(ii) Authority. Redeemer has the right, power, legal capacity and authority to enter into and perform all obligations under this Agreement. No approval, consent, order or authorization of, or registration filing with, or notice to, any governmental or public body or authorities or any other person or party is required to give effect to this Agreement.

(iii) Title. Redeemer is the lawful record owner of the Redeemer Membership Interest, and has good title to the Redeemer Membership Interest, free and clear of any liens, encumbrances, security agreements, pledges, options, other purchase rights, or other encumbrances of any kind. Redeemer has not transferred, assigned or pledged the Redeemer Membership Interest to any third party.

(iv) No Breach or Violation. The consummation of the transactions contemplated by this Agreement will not result in or constitute a default or event that, without notice, lapse of time, or both, or the occurrence or nonoccurrence of any other event that would be a default, breach or violation of Redeemer's organizational documents, or any contract, agreement, or commitment to which Redeemer is a party or by which it is bound. The execution, delivery and performance by Redeemer of this Agreement and the consummation of the transactions contemplated hereby do not and will not (i) require any consent or other action by any person under, constitute a default under, or give rise to any right of termination, cancellation or acceleration of any right or obligation of Redeemer or to a loss of any benefit to which Redeemer is entitled under any provision of any agreement or other instrument binding upon Redeemer or any of its assets or properties or (ii) result in the creation or imposition of any lien on any asset of Redeemer.

(v) Total Membership Interests. Neither Redeemer nor any affiliate of Redeemer beneficially owns (i) any other membership interests or other securities of the Company, (ii) any securities convertible into or exchangeable for membership interests of the Company (whether or not such securities are currently exercisable), or (iii) any options or other rights to acquire any membership interests or other securities of the Company.

(vi) **Finder's Fees.** No investment banker, broker, finder or other intermediary is entitled to a fee or commission from the Company in respect of this Agreement based upon any arrangement or agreement made by or on behalf of Redeemer or any of its affiliates.

(vii) **Non-Reliance.** Redeemer is an informed and sophisticated party and, in making the decision to enter into this Agreement and consummate the transactions contemplated hereby, has relied solely on its own independent analysis and investigation as of the date hereof and not on any information provided by the Company (other than the representations and warranties contained in this Agreement or as otherwise expressly stated in this Agreement). Except for the representations and warranties contained in Section 3(b) or as otherwise expressly stated herein, Redeemer acknowledges that none of the Company or any of its subsidiaries or its affiliates, or any other person on behalf of the Company or any of its subsidiaries or its affiliates, makes or has made any other express or implied representation or warranty in connection with the transactions contemplated by this Agreement.

Section 3.09. Private Offering. None of Redeemer or its affiliates has issued, sold or offered any security of the Company to any person under circumstances that would cause the transfer of the Redeemer Membership Interests, as contemplated by this Agreement, to be subject to the registration requirements of the Securities Act of 1933, as amended (the "Securities Act"). None of Redeemer or its affiliates will offer the Redeemer Membership Interests or any part thereof or any similar securities for issuance or sale to, or solicit any offer to acquire any of the same from, any person so as to make the transfer of the Redeemer Membership Interests subject to the registration requirements of Section 5 of the Securities Act. Transfer of the Redeemer Membership Interests hereunder is exempt from the registration and prospectus delivery requirements of the Securities Act. (b) Company Representations and Warranties.

(i) **Good Standing.** The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Nevada.

(ii) **Authority.** The Company has the right, power, legal capacity and authority to enter into and perform all obligations under this Agreement. No approval, consent, order or authorization of, or registration filing with, or notice to, any governmental or public body or authorities is required to give effect to this Agreement.

(iii) **No Breach or Violation.** The consummation of the transactions contemplated by this Agreement will not result in or constitute a default or event that, without notice, lapse of time, or both, or the occurrence or nonoccurrence of any other event that would be a default, breach or violation of the organizational documents of the Company, or any contract, agreement, or commitment to which the Company is a party or by which the Company is bound.

4. Mutual Release.

(a) In further consideration for each party's execution of this Agreement and performance of transactions contemplated herein, each of the parties hereto unconditionally and irrevocably acquits and forever fully releases and discharges each other party, and each of their affiliates, partners, parents, subsidiaries, officers, employees, agents, attorneys, principals, directors, and shareholders of each such party, and their respective heirs, legal representatives, successors and assigns (collectively "Releasees"), from any all claims, demands, causes of action obligations, remedies, suits, damages and liabilities of any nature whatsoever, whether now known, suspected or claimed, whether arising under common law, inequity, or under statute, which such party has ever had or now has against any of the other parties, and which may have arisen at any time prior to the Closing, and/or which are in any manner related to ownership of the Redeemer Membership Interest, the Company's Operating Agreement, and/or related documents, instruments or agreements relating to the ownership and operation of the Company or the enforcement of, attempted or threatened enforcement by any parties of any of their respective common rights, remedies, or recourse related thereto (the "Released Claims"). Each party covenants and agrees not to ever commence, voluntarily aid in any way, prosecute, or cause to be commenced or prosecuted against any of the Releasees, any action or other proceeding based upon any of the Released Claims. Notwithstanding the foregoing, nothing in this Section 4(a) shall be construed as a waiver of any claims arising from Sections 6(j) or 6(k) of this Agreement.

(b) Each of the parties hereto understands, acknowledges and agrees that the release set forth above may be asserted as a full and complete defense, and may be used for a basis for an injunction against, any action,

suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions of such release.

(c) The parties hereto agree that no fact, events, circumstances, evidence or transaction which could now be asserted or which may hereafter be discovered shall affect in any manner the final, absolute and unconditional nature of the release set forth above.

5. Closing. The closing of the Redemption Transaction described herein shall be conducted on the date (the "Closing Date") of, and shall be effective simultaneously with, the execution and delivery of the documents reflecting the Membership Interest Redemption Agreement between Redeemer and the Company and further the payment by Company to Redeemer of the Redemption amount.

6. Miscellaneous Provisions.

(a) Expenses. Each of the Company and the Redeemer agrees to pay their respective fees and expenses, their financial advisors and legal counsel upon Closing.

(b) Governing Law. This Agreement shall be construed and enforced in accordance with the rights of the parties and the rights of the parties shall be governed by, the State of Nevada. Each of the parties agree that any legal action between the parties, or any of them, relating to this Agreement, the interpretation of the terms hereof whether the performance hereof or the consummation of the transactions contemplated herein, whether in tort or contract or at law or in equity shall exclusively be brought in a state court located in Clark County, Nevada having jurisdiction of the subject matter thereof, and each party irrevocably: (i) consents to personal jurisdiction in any such state court; (ii) waives any objection to laying venue in any such action or proceeding in any such court, and (iii) waives any immunity from suit and or any objection that any such court is an inconvenient forum or does not have jurisdiction over any party hereto.

(c) Further Assurances. From time to time hereafter, each party at the request of the other, and without further consideration, agrees to execute and deliver, or cause to be executed and delivered at its expense such other instruments of transfer and or other documentation as reasonably may be requested by the other in order to effectuate the transactions contemplated by this Agreement.

(d) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile signatures to this Agreement or any other document required to be delivered at Closing pursuant to this Agreement shall be binding on the parties.

(e) Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or, invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

(f) Benefit. This Agreement shall inure to the benefit and shall be binding upon all the parties, their legal representatives, successors, heirs and assigns.

(g) Paragraph Headings. Paragraph headings in this Agreement are for convenience only and are not to be construed as a part hereof or in any way limiting or amplifying the provisions hereof.

(h) Rule of Construction. The parties hereto acknowledge that this Agreement was reached by a process of negotiation with the benefit of legal representation, and agree that: (i) the rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement; and (ii) the terms and provisions of this Agreement shall be construed fairly as to all parties hereto and not in favor of or against any party, regardless of which party was generally responsible for the preparation of this Agreement.

(i) Entire Agreement. This Agreement sets forth the entire agreement of the parties and shall not be amended, modified, or otherwise changed except in a writing signed by both parties and incorporating this Agreement by reference.

(j) **Confidentiality.** This Agreement and all information that each of the Company or Redeemer (as applicable, the "Discloser") has disclosed or provided to the other party (as applicable, the "Recipient"), whether written or otherwise, in connection with the transactions contemplated hereby and the negotiations and discussions that have occurred between Redeemer and the Company in connection therewith (collectively, the "Information"), shall be treated as confidential by the Recipient and the Recipient shall use commercially reasonable efforts not to disclose the Information to any other Person. For purposes hereof, a Recipient shall be deemed to use commercially reasonable efforts not to disclose Information if it uses the same standard of care with respect to such Information as the Recipient uses with its own confidential information of similar kind and character, but not less than reasonable care. Notwithstanding the foregoing, (A) Information does not include information which: (i) is or becomes generally available to the public other than as a result of an unauthorized disclosure by the Recipient, (ii) is or becomes available to the Recipient on a non-confidential basis from a source other than the Discloser, (iii) was possessed or known by the Recipient prior to the disclosure thereof to the Recipient by the Discloser, or (iv) was or is developed by the Recipient without reference to the Information, (B) Information may be disclosed by Recipient to its, and its Affiliates', Representatives, and the Recipient shall use commercially reasonable efforts to cause its, and its Affiliates', Representatives to abide by the terms of this Section 6(j), and (C) nothing in this Section 6(j) shall prohibit disclosure of Information by any party to the extent that such disclosure is (i) required by applicable law (including the rules or regulations of any applicable governmental authority or other regulatory or self-regulatory body, (ii) made pursuant to subpoena or other court or governmental authority proceedings, (iii) made in any litigation regarding this Agreement or the transactions contemplated hereby, or (iv) made with the prior written consent of the other party. To the extent disclosure is required by applicable law, the disclosing party will, to the extent permitted by applicable law, provide as much advance notice to the other party of such proposed disclosure (including timing and content) as is reasonably practicable.

(k) The parties agree that they will not make any negative or disparaging statements (orally or in writing) about the other party hereto or any of their respective owners, managers, officers, attorneys, partners, shareholders, employees, products, services, or business practices.

(l) Any and all prior acts of 1st One Hundred Holdings, LLC (and its related entities, management, Members, Officers, Directors, employees), including, but not limited to: investments, divestures, expenditures, advances, disbursements or other transactions, financial or otherwise, are hereby ratified, approved adopted and confirmed by the undersigned.

IN WITNESS WHEREOF, the undersigned have caused this Redemption Agreement to be executed and delivered by their duly authorized officers as of the date first above written.

REDEEMER

1st ONE HUNDRED HOLDINGS, LLC

By: _____

By: _____

Its:

Jay Bloom
Its: Director

REDEEMER

By: _____

Its:

{01208222;1}

**OPP134
AA0488**

1st ONE HUNDRED HOLDINGS, LLC
EMPLOYEE ADDENDUM TO MEMBERSHIP INTEREST REDEMPTION AGREEMENT
Modification of Amount of Company Payment

Pursuant to the "Membership Interest Redemption Agreement" between the parties, the redemption amount set forth in the recitals shall be modified by adding an additional sentence at the end of this section which provides as follows:

In consideration of service as an employee of First 100, LLC and/or 1st One Hundred Holdings, LLC., the amount calculated as payable to the Redeemer for that equity received in consideration of service to the company shall be multiplied by 1.833 times the amount calculated above.

IN WITNESS WHEREOF, the undersigned have caused this Redemption Agreement to be executed and delivered by their duly authorized officers as of the date first above written.

REDEEMER

By: _____

Its: _____

REDEEMER

By: _____

Its: _____

1st ONE HUNDRED HOLDINGS, LLC

By: _____

Jay Bloom

Its: Director



DISCLOSURE DOCUMENT
April 15, 2017

Membership Interest Redemption Offering of

\$1,500,000.00 for each 1% of Class 'A' Membership Interest, or fraction thereof

1st One Hundred Holdings, LLC

CAUTIONARY STATEMENT CONCERNING THE MEMBERSHIP INTEREST REDEMPTION

THIS OFFERING IS BEING MADE ONLY TO EXISTING HOLDERS OF 1st ONE HUNDRED HOLDINGS, LLC MEMBERSHIP INTEREST AS OF APRIL 15, 2017.

NO ASSURANCES CAN BE GIVEN THAT THE COMPANY WILL BE SUCCESSFUL IN REDEEMING ALL MEMBERSHIP INTEREST REDEMPTION AGREEMENTS SUBMITTED AND ACCEPTED. TO DATE, THE COMPANY HAS INCURRED SUBSTANTIAL LOSSES AS IT HAD SOUGHT TO MARKET ITS CONCEPT AND BUILD AN INFRASTRUCTURE, AND SUBSEQUENTLY THROUGH THE BREACHED FINANCING AGREEMENTS OF CERTAIN PARTIES, THE COMPANY'S REVENUES HAVE NOT BEEN SUFFICIENT TO COVER ITS COST OF OPERATIONS.

A DECLINE OF THIS MEMBERSHIP INTEREST REDEMPTION OFFERING AND ELECTING THE RETENTION OF YOUR MEMBERSHIP INTEREST IS HIGHLY SPECULATIVE AND INVOLVES A HIGH DEGREE OF RISK AND IS SUITABLE ONLY FOR PERSONS WHO ARE PREPARED TO RISK THE LOSS OF THEIR ENTIRE INVESTMENT. SEE "HIGH RISK FACTORS" SET FORTH LATER IN THIS DOCUMENT.

This document summarizes the litigation against Raymond Ngan, et al. and resultant Judgment which provides for the funds of the Membership Interest Redemption offering. These summaries are not complete and may not include all material or all pertinent factors. Members are urged to review the actual judgment and pleadings of the case, which will be provided upon request, and are cautioned not to rely exclusively upon the summaries herein provided.

CAUTIONARY STATEMENT CONCERNING FORWARD-LOOKING STATEMENTS

1st One Hundred Holdings, LLC ("1st One Hundred Holdings" or the "Company") has made forward-looking statements in this document that are subject to risks and uncertainties. Forward-looking statements include the information concerning possible or assumed future results of both collections of the Ngan Judgment as well as operations of the Company and those preceded by, followed by or that include the words "believes", "expects", "anticipates" or similar expressions.

You should understand that the following important factors, in addition to those discussed elsewhere in this document could affect the future results of the Company, and could cause those results to differ materially from those expressed in the Company's forward-looking statements: Collectability of the Ngan Judgment, failure to acquire certain agreements; loss or unavailability

of present management; failure of the Company to raise additional funding; market repudiation of the Company's basic business concept; competition from other receivables purchasers; a significant further decrease in property valuations in general and/or a change in the legislative landscape; a change or significant downturn in the overall economic environment; and other factors.

OVERVIEW OF THE COMPANY

1st One Hundred Holdings, LLC, a Nevada limited liability company is a transaction based company that was established for the purposes of purchasing an assignment of the beneficial interest in the proceeds of a Home Owner Association's delinquent account receivables at a discount, collecting the face value of such receivables, or in the alternative, purchasing at the HOA foreclosure sale the underlying properties securing the liens while cash-flowing from the tenancies of such properties. Also, the company strives to extinguish all subordinated liens, or perform a quiet title on such properties, thereby establishing significant equity for the company.

Although factoring is a fairly commonplace financial transaction in other industries, the Company is not aware of any other company that is established for the purposes of purchasing the assignment of the beneficial interest in the proceeds of liens owned by Home Owner Association (HOA) or Common Interest Community (CIC) account receivables.

THE DEFAULT AND JUDGMENT

On or about July 24, 2015, the Company entered into a financing Agreement under which it was to receive \$16,000,000 in financing from Raymond Ngan individually.

This commitment contained a condition precedent as to an IRS approval for a 1031 Exchange from which the funding was to be provided.

On or about September 28, 2015, it was learned that the IRS was not going to provide the approval for the 1031 exchange, which meant that the condition precedent was not going to be met.

On or about November 12, 2015, the company entered into a Loan Agreement with Pi Global Holdings, purportedly owned by Raymond Ngan as a bridge to a larger funding transaction from Mr. Ngan. This commitment was to be funded by November 25, 2015. Pi Global Holdings / Raymond Ngan breached this Agreement.

On or about January 4, 2016, the company entered into an agreement regarding the sale of its primary lien portfolio in the Association of Poinciana Villages for \$50,000,000 to Ngan Ventures, purportedly owned by Raymond Ngan.

Also, on or about January 6, 2016, the company entered into an agreement for the sale of 50.1% of its membership interest to Ngan Ventures for an additional \$100,000,000.

Performance under these two funding commitments never materialized. As a result, on June 23, 2016, the company brought suit against Mr. Ngan, Ngan Ventures and Pi Global Holdings.

On or about March 28, 2017, the company obtained a Judgment against Raymond Ngan individually, Ngan Ventures and Pi Global Holdings in the amount of \$2,211,039,718.46.

The company is set to commence collection activity within 30 days. Based on expectation and belief resultant from third party collection professionals, management believes that it may be able to recover or settle for approximately \$300,000,000.

After attorney fees, tax obligations, retirement of the company debt, satisfaction of accounts payable and retirement of the company's remaining outstanding Preferred Membership Interests, we believe that the company will have about \$150,000,000 remaining which would represent \$1,500,000 for each percentage point of Membership Interest issued.

In light of the risks perceived by the Company in retaining any of the Membership Interests (for all of those disclosed factors below), the company is offering this Membership Interest Redemption.

Management recommends that Members accept the Redemption offering and return signed the Membership Redemption Agreement.

THE OFFERING

The Company is offering to buy from each member, all Membership Interests at a rate of \$1,500,000 for each one percent (1%) of a Member's Class "A" Membership Interest or any portion thereof on a pro rata basis (the "MI"). The Company has reserved the right to terminate this offering at any time.

There is no minimum number of units of MI that the Company must buy under this Redemption offering.

No assurances can be given that the Company will realize sufficient proceeds from collection efforts in order to allow it to pay all Redemption Agreement requests.

Accordingly the company will pay out Membership Interest Redemptions based on the date of receipt of each members executed Membership Interest Redemption Agreement, in the order which it was received.

HIGH RISK FACTORS

The retention of the MI referenced herein by each member involves a high degree of risk and is not suitable for many investors. In reviewing the offering, Members should consider carefully the following significant risk factors, among others.

This retention of your Membership is not recommended for those who cannot bear the substantial risks described below, including the risk of loss of their entire investment.

Potential Capital Call for Members remaining after Redemption Agreements. As a result of the breach of the financing commitments, should the company continue, it most likely will require a significant capital call from the remaining members. Should you elect to decline the Membership Interest Redemption offering, you will most likely receive a capital call for additional funds for the costs of collections as well as the operation of the company.

Judgment Debtors Appeal. It is expected that the Judgment Debtors will appeal the Judgment. As such, although the Company is not precluded from pursuing collection activity, absent a very substantial bond being posted by the Ngan entities, the judgment may be reversed at some future date, and any funds remaining in the company may be subject to a successful appeal and ordered to be returned to the Judgment Debtors. An appeal can potentially take as many as several years to reach resolution.

Judgment Debtor Collectability. It is highly unlikely that the Company will be able to collect a material portion of the full Judgment amount. Notwithstanding, every effort will be made to collect any assets can be both located and successfully attached.

Use of Recovered Funds Under the Judgment. As funds are recovered under the Judgment (after the payment of the Company's legal and collection fees related to obtaining and collecting the judgment), those funds received by the company will be used for satisfying its obligations in the following Order:

- First, any and all tax obligations of the Company shall be paid
- Second, all company debt shall be paid
- Third, all company accounts payable shall be paid
- Fourth, all company Preferred Membership Interest shall be redeemed
- Fifth, all Membership Interest Redemption Agreement obligations in the order each Agreement was received will be paid
- All remaining funds will be used for the operation of the company, or such other purpose as may be determined by Management at some future date.

No Guarantee of Distribution for Membership Interest Not Redeemed. The Company makes no representation that any funds recovered under the judgment in excess of those Membership Interest Redemptions will ever be paid. In other words, even if there are funds in excess of the Membership Interest Redeemed, there is no representation or expectation that such funds will be distributed to any Members retaining an interest after election not to Redeem in this offering.

No Guarantee of Continued Business Model. As a result of the delays from the Ngan entities in financing, and the resultant litigation and collection period, there may not be a continuing opportunity under the current business model. As such, the management has the ability to revise the model or even to completely pursue any new business opportunity at its sole discretion. Any Membership Interest not redeemed will be subject to any such management discretion that may be exercised and there can be no guarantee as to the success of any such as of yet potential new unidentified business model that Management may elect to pursue.

Third Party Litigation. There is existing and potential third party litigation against the Company resultant from commitments made by the Company under its commitments received from the Ngan entities. Management does not know the extent of the company's liability under such potential and actual litigation. It is possible that any funds remaining after redemption could be used in satisfying any tail litigation.

Tax consequence. It is the belief of management that Membership Interest redemption will be treated as long term capital gain. However, should any remaining Membership Interest realize any distribution, if any is ever realized, such distribution would be expected to be treated as ordinary income, which would reasonably be expected to be at a materially higher tax rate. Management explicitly states that each Member should obtain their own tax advice and consult their own tax professionals, as each person's circumstances may differ.

Lack of Marketability and Definitive Value of the Assets The principal assets benefiting the Class "A" MI that remain after the Membership Interest Redemption is completed, in the form of receivables are unique in nature. As such, there can be no determination of the amount such receivables would bring at sale, if anything.

The Company believes that the receivables and Deeds (clouded and clear titles) may have substantial value. However, there can be no assurances, that in the event of default, the assets would be sufficient to satisfy the capital account of the MI.

Financial Weakness; Going Concern Qualification. The Company is financially weak, has incurred operating losses to date, and expects that should it obtain audited financial statements, such statements will question the ability of the Company to continue operations in the absence of an infusion of capital.

Although this going concern qualification would be mooted with a capital raise or capital call from the remaining members, there can be no assurance that any such capital raise or capital call will be successfully achieved.

The Company is entirely dependent upon raising additional capital, whether from a capital call from the remaining members, the sale of Membership Interest in a new offering or from a sale to a partner, in order to continue to operate. Any such offering would be conducted on a best efforts basis and would, most likely, attribute to potentially significant dilution of the remaining member's current interest percentage. There can be no assurance that the Company

will receive sufficient proceeds from any offering to provide it with the capital that the Company believes is required in order to continue to operate. Nor can there be any assurances the company will otherwise raise the needed capital. Even if the Company receives such capital, no assurances can be given that the Company will ever become profitable.

Market Uncertainty; Limited Market Research; Difficulty of Introducing New Concept. The Company's core business concept is believed to be unique. Although there are successful factoring companies and receivables purchase companies in other marketplaces, the Company is unaware of any other entity that is seeking to operate a similar business based on this untapped source of asset backed receivables sought by the Company. The Company believes that its core business concept is viable and that the assets being purchased have value in excess of their acquisition costs. However, there can be no assurance that there will be acceptance of the Company's core concept. Even if the Company's core concept is viable, there can be no assurance that the Company will be successful in implementing its business concept, in that it may not be able to acquire HOA receivables, collect such receivables, foreclose upon such receivables, rent the underlying properties or extinguish any of the preexisting liens.

Limited Operating History and Risks in a New Venture. The Company has a limited operating history and its current and proposed operations are subject to all of the risks inherent in the establishment of a new business enterprise, including the difficulties in marketing a new concept. The likelihood of success of the Company must be considered in light of the problems, expenses, difficulties, complications and delays frequently encountered in connection with the formation of a new line of business and the competitive environment in which the Company will operate. To date, the Company has operated at a loss, and such losses have been funded largely by loans to the Company. No assurance can be given that the Company will ever become profitable.

Dependence Upon Key Personnel. The concept for the Company has been largely developed by Jay Bloom. The loss or unavailability to the Company of this person at this time would have a materially adverse effect on the Company's ability to continue as a going concern. In addition, it will be important for the Company to attract other resourceful and skilled employees, which is difficult because the market for the service of such individuals is highly competitive.

Competition. Currently, the company is not aware of competitors of the Company seeking to purchase an assignment of the beneficial interest in the proceeds of HOA receivables. Additionally the company has indirect competition from factoring companies and other such receivables finance companies that seek to purchase receivables in other industries. The Company's current marketing strategy and sales potential are based upon the fact that, in the Company's opinion, the content of the company's offering is compelling to Home Owners Associations and Common Interest Communities. Other businesses offering products similar to or as substitutes for those offered by the Company may also develop, or existing businesses that factor or purchase receivables may start to seek receivables in the target demographic of the Company. Because 1st One Hundred Holdings, Inc. has limited resources, it is possible that another company with more substantial resources may develop a similar product and be able to market it faster and more effectively than 1st One Hundred Holdings, Inc. 1st One Hundred Holdings, Inc. cannot predict the level or quantity of its future competition, and no assurance can be given that the Company will compete successfully.

Regulatory Uncertainty. The Company's business is a novel concept, which may be scrutinized by various regulatory authorities, including Federal, State and County Governments as well as other agencies. Certain legislative changes can occur which could impact the company's ability to conduct its business as contemplated in this Disclosure Document and the accompanying Executive Summary.

Continued Control by Management. After completion of the offering, the directors and officers of the Company will continue to exercise voting control over the majority of the outstanding voting stock of the Company. The Vote of the Holders of the Class "A" MI acquired through this offering have a minority position up until the time of completion of financing. This means that the founding equity voting for the election of directors can elect all of the directors to be elected, if they choose to do so, and in such event, the holders of the MI offered in this placement will not be able to elect any person as a Director.

Restrictions on Transferability; Lack of Public Market. The MI offered hereby has not been registered under the Securities Act or under the securities laws of any state. Therefore, the MI may not be transferred unless they are registered under the Securities Act and any applicable state securities laws or an exemption from such registration is available. The certificates evidencing the MI will contain restrictive legends and stop transfer orders will be put on the Company's books. It is not anticipated that there will be any market for resale of the MI in the foreseeable future. Accordingly, each investor should be prepared to bear the economic risk of retaining their Membership Interest indefinitely.

Arbitrary Offering Price. The price for the MI was determined neither by the Company with an independent valuation process or by using any formal or specific method of valuation. Such price is not necessarily indicative of the value of the MI, and no assurance is or can be given that the MI could be resold for an amount equal to such price.

Management Discretion in Use of Proceeds. Management will have absolute discretion as to the use of the proceeds from the collection after the payment of all Membership Interest Redemption. Although Management intends to use these proceeds in substantial portion in connection with the Company's stated strategy, these general purposes will allow great latitude to management in selecting the specific expenditures. Additionally, the Management has the discretion to completely cast aside the current business model and enter into a new as of yet unidentified business, wholly unrelated to the original business. There can be no assurance that the Company will make prudent choices in its decisions as to the use of the proceeds, if any, resultant from any collection activity against the judgment.

FURTHER INFORMATION

This Disclosure Document contains summaries of certain documents and materials. Prospective Redeemers hereunder who wish to examine any or all of such documents or who desire further information concerning the Company should contact and make a formal request to the company at membershipredemption@ff100llc.com.

First 100 Holdings, LLC
[REDACTED]

April 13, 2017

TCG/Farkas Funding, LLC
Class A
[REDACTED]

RE: First 100 Holdings, LLC
[REDACTED]

Enclosed is your current year Schedule K-1 (Form 1065) for the above-referenced account. The amounts shown are your distributive share of the partnership's income, deductions and credits incurred during the year and are to be reported on your income tax return. The amounts may differ from the distributions you actually received during the year. The difference may be due to a number of factors including the allocation of fees or other deductions, exclusion of tax-exempt income, or a variance between your taxable year and that of the partnership.

If applicable, state tax information has been attached to the K-1. Since income tax requirements vary from state to state, the presentation of the state tax information will be different for each state. The information provided is based on your state of residence from our records. If information for your state of residence is not listed, please contact us at the number below.

If you have any questions concerning this information, please call

Sincerely,

First 100 Holdings, LLC

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