

IN THE SUPREME COURT OF THE STATE OF NEVADA

FIRST 100, LLC; and 1st ONE HUNDRED HOLDINGS, LLC, Appellants,

v.

TGC/FARKAS FUNDING, LLC, Respondent.

Electronically Filed
Nov 01 2021 06:01 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

Supreme Court No. 82794

Eighth Judicial District Court
Case No. A-20-822273-C

**SUPPLEMENTAL APPENDIX IN SUPPORT OF
RESPONDENT'S ANSWERING BRIEF
VOLUME I of V**

ERIKA PIKE TURNER
NVBN 6454
DYLAN T. CICILIANO
NVBN 12348
7251 Amigo Street, Suite 210
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Tel: (725) 777-3000
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*Attorneys for Respondent
TGC/Farkas Funding, LLC*

CHRONOLOGICAL INDEX OF RESPONDENTS' APPENDIX

| Date | Description | Bates No. | Vol. |
|-------------|---|------------------|-------------|
| 3/18/2020 | Case No. A-20-809882-B Nevada Speedway v. Jay Bloom, et Raffi Nahabedian Initial Appearance for Jay Bloom | RA0001 - 0002 | I |
| 12/30/2020 | Declaration of Service to Jay Bloom of 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 of Court | RA0003 | I |
| 1/5/2021 | Declaration of Service to Jay Bloom of Subpoena Duces Tecum served upon Maier Gutierrez and Associates | RA0004 | I |
| 1/5/2021 | Amended Declaration of Service to Jay Bloom of Subpoena Duces Tecum served upon wife Carolyn Farkas | RA0005 | I |
| 1/7/2021 | Non-Party Jay Bloom's Objection to Subpoena - Civil | RA0006 - 0009 | I |
| 2/11/2021 | Subpoena Civil issued to Adam Flatto | RA0010 - 0013 | I |
| 2/12/2021 | Subpoena Civil Duces Tecum issued to Matthew Farkas | RA0014 - 0021 | I |
| 2/22/2021 | Plaintiff's Motion to Compel and For Sanctions; And Application for Ex-Parte Order Shortening Time | RA0022 - 0150 | I |
| 2/25/2021 | Plaintiff's Supplement to Motion to Compel and for Sanctions; And Application for Ex-Parte Order Shortening Time | RA0151 - 0158 | I |

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| 2/26/2021 | Defendants' Opposition to Motion to Compel and For Sanctions Against Non-Party Jay Bloom and His Counsel and Countermotion for Protective Order and Sanctions Pursuant to NRS 18.010(2)(b) | RA0159 - 0290 | II |
| 3/3/2021 | Exhibit 01 Demand for Production from TGC Farkas Funding, LLC (PLTF_001 – 004) | RA0291 - 0294 | II |
| 3/3/2021 | Exhibit 02 Arbitration Award (PLTF_005 - 010) | RA0295 - 0300 | II |
| 3/3/2021 | Exhibit 03 Declaration of Jay Bloom to Countermotion to Modify Arbitration Award (PLTF_011 – 017) | RA0301 - 0307 | II |
| 3/3/2021 | Exhibit 04 Order Confirming Arbitration Award, Denying Countermotion to Modify Arbitration Award and Judgment (PLTF_018 – 024) | RA0308 - 0314 | II |
| 3/3/2021 | Exhibit 05 Order Granting Order to Show Cause Why Judgment Debtors and Jay Bloom Should Not Be Deemed in Contempt of Court (PLTF_025 – 027) | RA0315 - 0317 | II |
| 3/3/2021 | Exhibit 06 Index of Exhibits to Claimants Arbitration Brief Letter to Gutierrez re Demand (PLTF_028 – 031) | RA0318 - 0321 | II |
| 3/3/2021 | Exhibit 07 First Amended Operating Agreement of First 100, LLC (PLTF_032 - 059) | RA0322 - 0349 | II |
| 3/3/2021 | Exhibit 08 1st One Hundred Holdings, LLC Operating Agreement (PLTF_060 – 090) | RA0350 - 0380 | II |

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| 3/3/2021 | Exhibit 11 Correspondence from Raffi Nahabedian, Esq. re Substitution of Counsel (PLTF_096 – 101) | RA0381 - 0386 | II |
| 3/3/2021 | Exhibit 13 Settlement Agreement (PLTF_106 – 108) | RA0387 - 0389 | II |
| 3/3/2021 | Exhibit 15 Declaration of Jay Bloom in support of Reply on Motion to Enforce Settlement Agreement (PLTF_116 - 120) | RA0390 - 0394 | II |
| 3/3/2021 | Exhibit 16 Jay Bloom text to Matthew Farkas (PLTF_121 - 122) | RA0395 - 0396 | II |
| 3/3/2021 | Exhibit 17 Email from Jay Bloom to Matthew Farkas re Matthew Farkas Affidavit (PLTF_123 - 128) | RA0397 - 0402 | II |
| 3/3/2021 | Exhibit 20 TGC Farkas Funding LLC Agreement (PLTF_150 - 172) | RA0403 – 0425 | III |
| 3/3/2021 | Exhibit 21 Email to First 100 (PLTF_173 - 178) | RA0426 - 0431 | III |
| 3/3/2021 | Exhibit 22 Letter to Joseph Gutierrez, Esq. (PLTF_179 - 195) | RA0432 - 0448 | III |
| 3/3/2021 | Exhibit 23 TGC Farkas Funding, LLC Amendment to Operating Agreement (PLTF_196 - 202) | RA0449 - 0455 | III |
| 3/3/2021 | Exhibit 25 Email from Dylan Ciciliano to Raffi Nahabedian (PLTF_209 – 211) | RA0456 - 0458 | III |
| 3/3/2021 | Exhibit 26 First 100, LLC Secretary of State Entity Detail (PLTF_212 – 228) | RA0459 - 0475 | III |

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| 3/3/2021 | Exhibit 27 1st One Hundred Holdings, LLC Secretary of State Entity Detail (PLTF_229 – 239) | RA0476 - 0486 | III |
| 3/3/2021 | Exhibit 28 Nahabedian Emails (PLTF_ 240 - 567) | RA0487 – 0814 | III, IV |
| 3/3/2021 | Exhibit 29 Nahabedian Texts with Bloom (PLTF_ 568) | RA0815 | IV |
| 3/3/2021 | Exhibit 30 Nahabedian Call Log (PLTF_ 569) | RA0816 | IV |
| 3/3/2021 | Exhibit 32 Payment Direction Letter (PLTF_ 577 - 581) | RA0817 - 0821 | IV |
| 3/3/2021 | Exhibit A Declaration of Jay Bloom (FIRST0001-0035) | RA0822 - 0856 | IV |
| 3/3/2021 | Exhibit C Declaration of Jay Bloom In Support Of Respondents' Arbitration Brief (FIRST0108-0191) | RA0857 - 0940 | V |
| 3/3/2021 | Exhibit FF Declaration of Matthew Farkas (FIRST0506-0509) | RA0941 - 0944 | V |
| 3/3/2021 | Exhibit II Arbitration Award (FIRST0531-0536) | RA0945 - 0950 | V |
| 3/3/2021 | Exhibit J Declaration of Adam Flatto (FIRST0327-0342) | RA0951 - 0966 | V |
| 3/3/2021 | Exhibit QQ - TGC Farkas Funding LLC letter demanding production of books and records (FIRST0590-0591) | RA0967 - 0968 | V |
| 3/11/2021 | Order Granting Plaintiff's Motion to Compel and Denying Countermotion for Protective Order and Sanctions Pursuant to NRS 18.010(2)(b) | RA0969 - 0975 | V |

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| 8/6/2021 | Defendants' Status Report on Compliance with the Court's Orders | RA0976 - 1007 | V |
| 8/9/2021 | Court Minutes - Status Check | RA1008 | V |

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| 2/11/2021 | Subpoena Civil issued to Adam Flatto | RA0010 – 0013 | I |

CERTIFICATE OF SERVICE

I hereby certify that the foregoing **SUPPLEMENTAL APPENDIX IN SUPPORT OF RESPONDENTS' ANSWERING BRIEF VOLUME I of V** was filed electronically with the Nevada Supreme Court on November 1, 2021. Electronic Service of the foregoing document shall be made in accordance with the Master Service List as follows:

MAIER GUTIERREZ & ASSOCIATES

JASON R. MAIER

Nevada Bar No. 8557

Email: jrm@mglaw.com

Joseph A. Gutierrez

Nevada Bar No. 9046

Email: jag@mgalaw.com

Danielle J. Barraza

Nevada Bar No. 13822

Email: djb@mgalaw.com

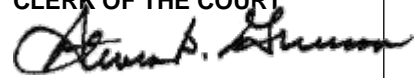
8816 Spanish Ridge Avenue

Las Vegas, Nevada 89148

Attorneys for Appellants

BY: /s/ Max Erwin

an employee of Garman Turner Gordon LLP



IAFD
RAFFI A. NAHABEDIAN, ESQ.
Nevada Bar No. 009347
LAW OFFICE OF RAFFI A. NAHABEDIAN
7408 Doe Avenue
Las Vegas, Nevada 89117
Telephone: (702) 379-9995
Facsimile: (702) 222-1496

Attorneys for Defendant Jay Bloom

DISTRICT COURT

CLARK COUNTY, NEVADA

NEVADA SPEEDWAY, LLC, d/b/a LAS
VEGAS MOTOR SPEEDWAY, a foreign
limited liability company,

Case No.: A-20-809882-B

Dept. No.: XIII

**DEFENDANT'S INITIAL APPEARANCE
FEE DISCLOSURE**

Plaintiff,

vs.

POLICE CHASE LAS VEGAS, LLC, a
Nevada limited liability company; JAY
BLOOM, an individual; DAMIAN SHEETS,
an individual; DOE individuals I through X,
inclusive; and ROE entities I through X,
inclusive,

Defendants.

Pursuant to Chapter 19, as amended by Senate Bill 106, the following Defendant submits
his filing fees for appearing in the above-entitled action as indicated and for no other party:

| | |
|-----------|------------|
| JAY BLOOM | \$1,483.00 |
|-----------|------------|

| | |
|---------------------------|-------------------|
| TOTAL REMITTED (Required) | <u>\$1,483.00</u> |
|---------------------------|-------------------|

DATED this 18TH Day, March 2020.

LAW OFFICE OF RAFFI A. NAHABEDIAN

By: /s/ Raffi A. Nahabedian
RAFFI A. NAHABEDIAN, ESQ.
Nevada Bar No. 009347

RAFFI A. NAHABEDIAN
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RAFFI A. NAHABEDIAN
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CERTIFICATE OF SERVICE

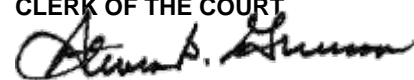
I HEREBY CERTIFY that on the 18th day of March 2020, service of the foregoing **DEFENDANT'S INITIAL APPEARANCE FEE DISCLOSURE STATEMENT** was made this date by either U.S. Mail or by electronically serving, through Clark County e-service/e-filing system, a true and correct copy of the same, to the following parties and counsel:

GREENBERG TRAURIG, LLP
Mark Ferrario, Esq.
Counsel for Plaintiff

McDONALD CARANO LLP
Pat Lundvall, Esq.
Counsel for Defendant Sheets

/s/ RAFFI A. NAHABEDIAN

An employee of Raffi Nahabedian



DECL
Garman Turner Gordon LLP
Erika Pike Turner
7251 Amigo St., Ste. 210
Las Vegas, NV 89119
State Bar No.: 6454
Attorney(s) for: Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

TGC/Farkas Funding, LLC

Case No.: A-20-822273-C

Plaintiff(s),

Dept. No.: 13

vs.

Date: 1/21/2021

Time: 9:00 a.m.

First 100, LLC, a Nevada limited Liability Company,
et al.

Defendant(s).

DECLARATION OF SERVICE

I, **Diana Brown**, being duly sworn deposes and says: That at all time herein Declarant was and is a citizen of the United States, over 18 years of age, licensed to serve civil process in the State of Nevada under license #1926, and not a party to or interested in the proceeding in which this Declaration is made. The Declarant received 1 copy of the: 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 of Court; Order Granting Plaintiff's Ex Parte Application for Order to Show Cause Why Defendants and Jay Bloom Should Not Be Held in Contempt of Court; Plaintiff's Ex Parte Application for Order to Show Cause Why Defendants and Jay Bloom Should Not Be Held in Contempt of Court; Exhibit 1 on the 21st day of December, 2020 and served the same on the 22nd day of December, 2020 at 12:16pm by delivering and leaving a copy with Jay Bloom at 5148 Spanish Heights Dr., Las Vegas, NV 89148.

PURSUANT to NRS 53.045, I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

Dated: December 23, 2020



Affiant: Diana Brown
#: R-033810

J & L Process Service, License # 1926
Work Order No: 20-12914

Steven D. Grierson

DECL
Garman Turner Gordon LLP
Erika Pike Turner
7251 Amigo St. Ste 210
Las Vegas, NV 89119
State Bar No. 6454
Attorney(s) for Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

TGC/Farkas Funding, LLC

Plaintiff(s).

vs

First 100, LLC, a Nevada limited Liability Company,
et al

Defendant(s).

Case No.: A-20-822273-C

Dept. No.: 13

Date: 1/11/2021
Time: 8:00 a.m.

DECLARATION OF SERVICE

I, **Brigham Moody**, being duly sworn deposes and says: That at all time herein Declarant was and is a citizen of the United States, over 18 years of age, licensed to serve civil process in the State of Nevada under license #1926, and not a party to or interested in the proceeding in which this Declaration is made. The Declarant received 1 copy of the Subpoena - Civil (Duces Tecum); Exhibits A - C; Witness Fee Check: \$25.00 on the 30th day of December, 2020 and served the same on the 30th day of December, 2020 at 1:38am by serving to Witness, Jay Bloom by personally delivering and leaving a copy at Maier Gutierrez and Associates, 8816 W. Spanish Ridge Ave., Las Vegas, NV 89148 with Steven Clough as Attorney an agent lawfully designated by statute to accept service of process.

PURSUANT to NRS 53.045, I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

Dated: January 4, 2021

Brigham Moody
Affiant: Brigham Moody
#: R-2019-10677

J & L Process Service, License # 1926
Work Order No: 20-12982

Steven D. Grierson

1 **DECL**
Garman Turner Gordon LLP
2 Erika Pike Turner
7251 Amigo St., Ste. 210
3 Las Vegas, NV 89119
State Bar No. 6454
4 Attorney(s) for Plaintiff

5 **DISTRICT COURT**
6 **CLARK COUNTY, NEVADA**

8 TGC/Farkas Funding, LLC

9 Plaintiff(s).

Case No.: A-20-822273-C

Dept. No.: 13

10 vs.

Date: 1/11/2021
Time: 8:00 a.m.

11 First 100, LLC, a Nevada limited Liability Company,
et al.

12 Defendant(s).

13 **AMENDED
DECLARATION OF SERVICE**

14 I, **Diana Brown**, being duly sworn deposes and says: That at all time herein Declarant was and is a
15 citizen of the United States, over 18 years of age, licensed to serve civil process in the State of Nevada
under license #1926, and not a party to or interested in the proceeding in which this Declaration is made.
16 The Declarant received 1 copy of the: **Subpoena – Civil (Duces Tecum); Exhibits A – C; Witness Fee**
Check: \$25.00 on the 29th day of December, 2020 and served the same on the 30th day of December,
17 2020 at 10:02am by serving to **Witness, Jay Bloom** by personally delivering and leaving a copy with
Carolyn Farkas, Wife, a person of suitable age and discretion residing at the **Witness's** usual place of
18 abode located at 5148 Spanish Heights Dr., Las Vegas, NV 89148

19
20
21
22
23 PURSUANT to NRS 53.045, I declare under penalty of perjury under the law of the State of Nevada that
the foregoing is true and correct.

24
25 Dated: January 4, 2021

26
27
28 Affiant: 
#: R-033810

J & L Process Service, License # 1926
Work Order No: 20-12975

OBJ

JOSEPH A. GUTIERREZ, ESQ.

Nevada Bar No. 9046

DANIELLE J. BARRAZA, ESQ.

Nevada Bar No. 13822

MAIER GUTIERREZ & ASSOCIATES

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djb@mgalaw.com

*Attorneys for Defendants First 100, LLC
and 1st One Hundred Holdings, LLC
and non-party Jay Bloom*

DISTRICT COURT

CLARK COUNTY, NEVADA

TGC/FARKAS FUNDING, LLC,

Plaintiff,

vs.

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

Defendants.

Case No.: A-20-822273-C

Dept. No.: 13

**NON-PARTY JAY BLOOM'S OBJECTION
TO SUBPOENA -- CIVIL**

Pursuant to Rule 45 of the Nevada Rules of Civil Procedure (the "NRCP"), non-party Jay Bloom ("Bloom"), by and through his attorneys, MAIER GUTIERREZ & ASSOCIATES, hereby objects and responds to the Subpoena issued by counsel for Plaintiff, TGC/Farkas Funding, LLC ("Plaintiff") in the above-captioned action (the "Action") as follows:

1. Bloom objects to the Subpoena as Plaintiff failed to take reasonable steps to avoid imposing an undue burden and expense on Bloom with regard to the documents sought by the Subpoena, which cover 36 separate requests. This is particularly burdensome as Bloom is a non-party

1 to the Action, yet private financial information is being sought from Bloom in a personal capacity,
2 including but not limited to Request for Production Nos. 7, 12, 21, 25, 34, 35, and 36.

3 2. Bloom objects to the Subpoena as the Requests for Production which seek financial
4 information of the actual Judgment Debtors (First 100, LLC and 1st One Hundred Holdings LLC),
5 including but not limited to Request for Production Nos. 1-6 and Nos. 8-36, should be sought directly
6 from the Judgment Debtors themselves, instead of harassing non-parties such as Bloom.

7 3. Bloom objects to the Subpoena as pursuant to NRS 86.371, “[u]nless otherwise
8 provided in the articles of organization or an agreement signed by the member or manager to be
9 charged, no member or manager of any limited-liability company formed under the laws of this State
10 is individually liable for the debts or liabilities of the company.” No judgment was obtained against
11 Bloom in this Action, therefore Bloom has zero personal liability for the judgment obtained against
12 First 100, LLC and First One Hundred Holdings, LLC. Further, no alter ego findings were made in
13 the Action as it relates to Bloom and First 100, LLC and First One Hundred Holdings, LLC.
14 Nevertheless, Plaintiff is attempting to unilaterally pierce the corporate veil without having ever
15 successfully obtained an alter ego finding, and without ever lodging an alter ego claim where Plaintiff
16 would have been required to prove the existence of an alter ego relationship pursuant to the factors
17 set forth in *LFC Marketing Group, Inc. v. Loomis*, 116 Nev. 896, 904, 8 P.3d 841, 846 (2000). Bloom
18 objects to Plaintiff’s attempt to obstruct the statutory and legal authorities regarding the non-liability
19 of members or managers of LLCs with respect to the debt of the LLCs.

20 4. Bloom objects to the Subpoena to the extent it seeks to force Bloom to create
21 documents or compilations that do not exist. Such will not be provided.

22 5. Bloom objects to the Subpoena (including but not limited to Request for Production
23 Nos. 24 and 29) as it seeks documents and communications protected by the attorney-client privilege.
24 *See Nev. Rev. Stat. §§ 49.035, et seq.*

25 6. Bloom objects to the Subpoena as the Requests for Production are vague and
26 ambiguous, overly broad, and not narrowly tailored to avoid imposing undue burden, and the
27 discovery sought is not proportional to the needs of the case, specifically with documents being
28 requested as far back as January 1, 2015, when there is only a nominal judgment of \$23,975.00.

Moreover, numerous requests which seek the private financial information of Bloom personally and financial information of First 100 and 1st One Hundred Holdings are not limited in time at all, including but not limited to Request for Production Nos. 4, 23, 26, 27, 32, and 33.

DATED this 7th day of January, 2021.

MAIER GUTIERREZ & ASSOCIATES

/s/ Danielle J. Barraza

JOSEPH A. GUTIERREZ, ESQ.

Nevada Bar No. 9046

DANIELLE J. BARRAZA, ESQ.

Nevada Bar No. 13822

8816 Spanish Ridge Avenue

Las Vegas, Nevada 89148

*Attorneys for Defendants First 100, LLC
and 1st One Hundred Holdings, LLC
and non-party Jay Bloom*

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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

An Employee of MAIER GUTIERREZ & ASSOCIATES

SUB

JOSEPH A. GUTIERREZ, ESQ.

Nevada Bar No. 9046

DANIELLE J. BARRAZA, ESQ.

Nevada Bar No. 13822

MAIER GUTIERREZ & ASSOCIATES

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*Attorneys for Defendants First 100, LLC
and 1st One Hundred Holdings, LLC
and non-party Jay Bloom*

**DISTRICT COURT
CLARK COUNTY, NEVADA**

TGC/FARKAS FUNDING, LLC,

Plaintiff,

vs.

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

Defendants.

Case No.: A-20-822273-C

Dept. No.: XIII

SUBPOENA – CIVIL

THE STATE OF NEVADA SENDS GREETINGS TO:

Adam Flatto
c/o Erika P. Turner, Esq.
Dylan T. Ciciliano, Esq.
GARMAN TURNER GORDON, LLP
7251 Amigo Street, Suite 210
Las Vegas, Nevada 89119

YOU ARE HEREBY COMMANDED that all and singular business and excuses set aside,
to appear on the **23rd day of February, 2021, at 9:30 a.m.** to give testimony as a witness pursuant
to NRS 50.165 and NRCP 30 and 45.

All parties will be appearing at the deposition remotely, including the court reporter.

1 **The Zoom link, including password and meeting ID, will be provided one (1) day prior to the**
2 **deposition date via electronic mail.**

3 **WITNESS FEES:** You are entitled to witness fees and mileage traveled, as provided by NRS
4 50.225. This subpoena must be accompanied by the fees for one's days attendance and mileage,
5 unless issued on behalf of the State or a State agency. NRCP 45(b).

6 **CONTEMPT:** Failure by any person without adequate excuse to obey a subpoena served
7 upon that person may be deemed a contempt of the court, NRCP 45(e), punishable by a fine not
8 exceeding \$500 and imprisonment not exceeding 25 days, NRS 22.100(2), 74.040. Additionally, a
9 witness disobeying a subpoena shall forfeit to the aggrieved party \$100 and all damages sustained as
10 a result of the failure to attend, and a warrant may issue for the witness' arrest. NRS 50.195, 50.205,
11 and 22.100(3).

12 Please see the attached **Exhibit A** for information regarding your rights and responsibilities
13 relating to this Subpoena.

14 DATED this 11th day of February, 2021.

15 **MAIER GUTIERREZ & ASSOCIATES**

16
17 /s/ Danielle J. Barraza

18 JOSEPH A. GUTIERREZ, ESQ.

19 Nevada Bar No. 9046

DANIELLE J. BARRAZA, ESQ.

Nevada Bar No. 13822

8816 Spanish Ridge Avenue

Las Vegas, Nevada 89148

Attorneys for Defendants First 100, LLC

and 1st One Hundred Holdings, LLC

and non-party Jay Bloom

EXHIBIT “A”
NEVADA RULES OF CIVIL PROCEDURE

Rule 45

(c) **Protection of Persons Subject to Subpoena.**

(1) **Avoiding Undue Burden or Expense; Sanctions.** A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court that issued the subpoena must enforce this duty and may impose an appropriate sanction — which may include lost earnings and reasonable attorney fees — on a party or attorney who fails to comply.

(2) **Command to Produce Materials or Permit Inspection.**

(A) **Appearance Not Required.**

(i) A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(ii) If documents, electronically stored information, or tangible things are produced to the party that issued the subpoena without an appearance at the place of production, that party must, unless otherwise stipulated by the parties or ordered by the court, promptly copy or electronically reproduce the documents or information, photograph any tangible items not subject to copying, and serve these items on every other party. The party that issued the subpoena may also serve a statement of the reasonable cost of copying, reproducing, or photographing, which a party receiving the copies, reproductions, or photographs must promptly pay. If a party disputes the cost, then the court, on motion, must determine the reasonable cost of copying the documents or information, or photographing the tangible items.

(B) **Objections.** A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, or a person claiming a proprietary interest in the subpoenaed documents, information, tangible things, or premises to be inspected, may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The person making the objection must serve it before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made:

(i) the party serving the subpoena is not entitled to inspect, copy, test, or sample the materials or tangible things or to inspect the premises except by order of the court that issued the subpoena;

(ii) on notice to the parties, the objecting person, and the person commanded to produce or permit inspection, the party serving the subpoena may move the court that issued the subpoena for an order compelling production or inspection; and

(iii) if the court enters an order compelling production or inspection, the order must protect the person commanded to produce or permit inspection from significant expense resulting from compliance.

(3)(d) **Duties in Responding to a Subpoena.**

(1) **Producing Documents or Electronically Stored Information.** These procedures apply to producing documents or electronically stored information:

(A) **Documents.** A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) **Form for Producing Electronically Stored Information Not Specified.** If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) **Electronically Stored Information Produced in Only One Form.** The person responding need not produce the same electronically stored information in more than one form.

(D) **Inaccessible Electronically Stored Information.** The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery. [Amended; effective March 1, 2019.]

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AFFIDAVIT/DECLARATION OF SERVICE

STATE OF _____)
) ss.
COUNTY OF _____)

I, _____, being duly sworn, or under penalty of perjury, state that at all times herein I was and am over 18 years of age and not a party to or interested in the proceedings in which this Affidavit/Declaration is made; that I received a copy of the **SUBPOENA – CIVIL** on _____, 2021; and that I served the same on _____, 2021, by delivering and leaving a copy with _____ at _____.

Executed on: _____
(Signature of Person Making Service)
SUBSCRIBED AND SWORN to before
me this ____ day of _____, 2021.

NOTARY PUBLIC in and for the
County of _____, State of _____.

OR ONE OF THE FOLLOWING: Per NRS 53.045

(a) If executed in the State of Nevada: “I declare under penalty of perjury that the foregoing is true and correct.”

Executed on: _____
(Signature of Person Making Service)

(b) If executed outside of the State of Nevada: “I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.”

Executed on: _____
(Signature of Person Making Service)

SUBP

JOSEPH A. GUTIERREZ, ESQ.
Nevada Bar No. 9046
DANIELLE J. BARRAZA, ESQ.
Nevada Bar No. 13822
MAIER GUTIERREZ & ASSOCIATES
8816 Spanish Ridge Avenue
Las Vegas, Nevada 89148
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E-mail: jag@mgalaw.com
djb@mgalaw.com

*Attorneys for Defendants First 100, LLC
and 1st One Hundred Holdings, LLC
and non-party Jay Bloom*

**DISTRICT COURT
CLARK COUNTY, NEVADA**

TGC/FARKAS FUNDING, LLC,
Plaintiff,

vs.

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

Case No.: A-20-822273-C
Dept. No.: XIII

SUBPOENA – CIVIL

SUBPOENA DUCES TECUM

THE STATE OF NEVADA SENDS GREETINGS TO:

Matthew Farkas
3345 Birchwood Park Circle
Las Vegas, Nevada 89141

YOU ARE COMMANDED that all and singular, business and excuses set aside, to appear on the **26th day of February, 2021, at the hour of 9:30 a.m.** to testify as a witness pursuant to NRS 50.165 and NRC 30 and 45, and produce a complete electronic and legible copy of the items listed in the attached **Exhibit 1** to along with an attached Affidavit of Custodian of Records. **At that time and place the deponent shall have with him the original documents, information, devices, and evidence listed in Exhibit 1.**

1 All parties will be appearing at the deposition remotely, including the court reporter. The
2 Zoom link, including password and meeting ID, will be provided one (1) day prior to the deposition
3 date via electronic mail.

4 **Deponent may produce copies of documents responsive to the requests in Subpoena**
5 **Duces Tecum, accompanied by a notarized, original custodian of records affidavit certifying**
6 **that the produced documents represent a true and complete reproduction of those said**
7 **documents to the law office of MAIER GUTIERREZ & ASSOCIATES, 8816 Spanish Ridge Avenue,**
8 **Las Vegas, Nevada 89148 and/or electronic mail to jag@mgalaw.com, djb@mgalaw.com and**
9 **ndv@mgalaw.com.**

10 **WITNESS FEES:** You are entitled to witness fees and mileage traveled, as provided by NRS
11 50.225. This subpoena must be accompanied by the fees for one's days attendance and mileage, unless
12 issued on behalf of the State or a State agency. NRCP 45(b).

13 **CONTEMPT:** Failure by any person without adequate excuse to obey a subpoena served
14 upon that person may be deemed a contempt of the court, NRCP 45(e), punishable by a fine not
15 exceeding \$500 and imprisonment not exceeding 25 days, NRS 22.100(2), 74.040. Additionally, a
16 witness disobeying a subpoena shall forfeit to the aggrieved party \$100 and all damages sustained as
17 a result of the failure to attend, and a warrant may issue for the witness' arrest. NRS 50.195, 50.205,
18 and 22.100(3).

19 If you fail to attend or produce documents, you may be deemed guilty of contempt of Court
20 and liable to pay all losses and damages caused by your failure to appear. Please see Exhibit "A"
21 attached hereto for information regarding the rights of the person subject to this Subpoena.

22 **DEFINITIONS**

23 For purposes of this Subpoena Duces Tecum, the following definitions shall apply:

24 1. "Communication" shall mean the transmittal of information (in the form of facts,
25 ideas, inquiries or otherwise) in any form or medium, including but not limited to orally or in writing
26 via letter, email, text message, posting to a blog and/or attachments to an email.

27 2. "Document" shall mean all written, electronic, digital or graphic matter of every kind
28 or description, however produced or reproduced, whether in draft, final original or reproduction,

1 signed or unsigned, and regardless of whether approved, sent, received, redrafted or executed,
2 including but not limited to, written communications, letters, correspondence, electronic mail (“e-
3 mail”), memorandum, notes, records, business records, photographs, tape or sound recordings, vide
4 or visual recordings, contracts, agreements, telephone records, facsimile records, logs and/or
5 notations of telephone conversations or personal conversations, diaries, desk calendars, statements,
6 summaries, affidavits, declarations, witness statements, reports, computer records, data compilations
7 of any kind and in any form, and material similar to any of the foregoing, however denominated and
8 to whomever addressed. “Documents” shall not include exact duplicates where originals are
9 available, but shall include all copies different from originals in any way by virtue of any writings,
10 notations, symbols, characters, impressions or any marks thereon in any form.

11 3. “Relating” shall mean concerning, referring to, describing, evidencing or constituting.

12 4. “Parties” or the use of a party’s full or abbreviated name or a pronoun referring to a
13 party means the party and, where applicable, its officers, directors, employees, partners, corporate
14 parent, subsidiaries or affiliates. This definition is not intended to impose a discovery obligation on
15 any person who is not a party to the litigation.

16 5. “You” and “Your” shall include Matthew Farkas, its affiliates, and all agents, servants,
17 employees, representatives, investigators and others who are under the control of you and are in
18 possession, custody or control of any documents within the scope of this request.

19 **EXHIBIT 1**

20 **You are specifically requested and instructed to preserve and not alter, destroy,**
21 **eliminate or remove any items requested in this notice or that exists pertaining to this case or**
22 **the Plaintiff.**

23 **Unless otherwise specified, all documents or digital information responsive to Exhibit 1**
24 **shall be produced on portable digital storage media (with a standard USB interface) in their**
25 **native application format. “Native application format” means the format in which the**
26 **documents or digital information are normally created, modified, stored, and/or viewed in your**
27 **normal course of business.**

28 **All responsive digital files, including those documents or digital information created**

1 with productivity applications (for example, Microsoft Word™, Microsoft Excel™, Microsoft
2 PowerPoint™, Microsoft Outlook™, etc.) shall be produced with all review comments, revision
3 notes, annotations, marginalia, versions, drafts, and associated meta-data intact and
4 undisturbed (save for those meta-data changes which may occur solely due to duplication and
5 loading onto the portable storage media.)

6 **ITEMS TO BE PRODUCED**

7 YOU ARE REQUIRED TO BRING WITH YOU AT THE TIME OF YOUR APPEARANCE
8 any items set forth hereinafter.

9 1. All drafts of affidavits, declarations, or other statements that Adam Flatto, Garman
10 Turner Gordon, or any other representative of TGC/FARKAS FUNDING, LLC have provided to you
11 for your signature to be used as part of the underlying litigation.

12 2. All TGC/FARKAS FUNDING, LLC Operating Agreements and amendments thereto
13 that you have executed.

14 3. All documents you have executed regarding the scope of Garman Turner Gordon's
15 representation of TGC/FARKAS FUNDING, LLC.

16 4. All documents you have provided to First 100, LLC putting First 100, LLC on notice
17 that you were not the point of contact for TGC/FARKAS FUNDING, LLC.

18 5. All documents you have provided to First 100, LLC putting First 100, LLC on notice
19 that you were not the Administrative Member of TGC/FARKAS FUNDING, LLC.

20 6. All documents you have provided to First 100, LLC putting First 100, LLC on notice
21 that you were not the CEO of TGC/FARKAS FUNDING, LLC.

22 7. All documents reflecting all communications you have had in your individual capacity
23 with Garman Turner Gordon related to the underlying litigation.

24 8. All documents reflecting all communications you have had in your individual capacity
25 with Adam Flatto related to the underlying litigation.

26 9. All documents reflecting all communications you have had with First 100 regarding
27 the underlying litigation, the First 100, LLC Subscription Agreement that you executed on or about
28 October 17, 2013, and the Membership Interest Redemption Agreement that you executed on or about

1 April 14, 2017.

2 10. All documents reflecting your membership and manager status at TGC/FARKAS
3 FUNDING, LLC, and any changes thereto.

4 DATED this 12th day of February, 2021.

5 **MAIER GUTIERREZ & ASSOCIATES**

6
7 /s/ Danielle J. Barraza

8 JOSEPH A. GUTIERREZ, ESQ.

9 Nevada Bar No. 9046

DANIELLE J. BARRAZA, ESQ.

Nevada Bar No. 13822

8816 Spanish Ridge Avenue

Las Vegas, Nevada 89148

Attorneys for Defendants First 100, LLC

and 1st One Hundred Holdings, LLC

and non-party Jay Bloom

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

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AFFIDAVIT OF SERVICE

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

_____, being duly sworn says: That at all times herein Affiant was over 18 years of age, not a party to nor interested in the proceeding in which the affidavit is made. That affiant received the Subpoena on the ____ day of _____, 2021, and served the same on the ____ day of _____, 2021, by delivering a copy to the witness at: _____

_____.

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

EXECUTED this ____ day of _____, 2021.

Signature of person making service

EXHIBIT “A”
NEVADA RULES OF CIVIL PROCEDURE

Rule 45

(c) Protection of Persons Subject to Subpoena.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court that issued the subpoena must enforce this duty and may impose an appropriate sanction — which may include lost earnings and reasonable attorney fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required.

(i) A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(ii) If documents, electronically stored information, or tangible things are produced to the party that issued the subpoena without an appearance at the place of production, that party must, unless otherwise stipulated by the parties or ordered by the court, promptly copy or electronically reproduce the documents or information, photograph any tangible items not subject to copying, and serve these items on every other party. The party that issued the subpoena may also serve a statement of the reasonable cost of copying, reproducing, or photographing, which a party receiving the copies, reproductions, or photographs must promptly pay. If a party disputes the cost, then the court, on motion, must determine the reasonable cost of copying the documents or information, or photographing the tangible items.

(B) Objections. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, or a person claiming a proprietary interest in the subpoenaed documents, information, tangible things, or premises to be inspected, may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The person making the objection must serve it before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made:

(i) the party serving the subpoena is not entitled to inspect, copy, test, or sample the materials or tangible things or to inspect the premises except by order of the court that issued the subpoena;

(ii) on notice to the parties, the objecting person, and the person commanded to produce or permit inspection, the party serving the subpoena may move the court that issued the subpoena for an order compelling production or inspection; and

(iii) if the court enters an order compelling production or inspection, the order must protect the person commanded to produce or permit inspection from significant expense resulting from compliance.

(3)(d) Duties in Responding to a Subpoena.

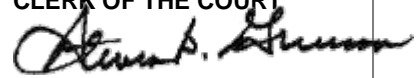
(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery. [Amended; effective March 1, 2019.]



MCOM

GARMAN TURNER GORDON LLP
ERIKA PIKE TURNER
Nevada Bar No. 6454
Email: eturner@gtg.legal
DYLAN T. CICILIANO
Nevada Bar. No. 12348
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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

**MOTION TO COMPEL AND FOR
SANCTIONS; AND APPLICATION FOR
EX- PARTE ORDER SHORTENING
TIME**

(HEARING REQUESTED)

Plaintiff/Judgment Creditor TGC/FARKAS FUNDING, LLC ("TGC Farkas"), through counsel, Garman Turner Gordon LLP, hereby files its Motion to Compel deponent Raffi Nahabedian ("Nahabedian") pursuant to NRCP 37(a)(1)-(3)(B)(i) and NRCP 37(c)(1) and for Sanctions pursuant to NRCP 30(d)(2) and NRCP 37(a)(5) against Nahabedian and/or Jay Bloom ("Bloom") and his counsel for wrongfully claiming privilege to prevent the disclosure of information during the deposition of Nahabedian where there was no actual privilege to assert (together, the "Motion").

Nahabedian, an attorney who actually purported to represent the interests of TGC Farkas, refused to testify at his duly-noticed deposition regarding TGC Farkas on the alleged grounds that Bloom, the manager of Defendants/Judgment Debtors First 100, LLC and 1st One Hundred Holdings LLC (collectively, "First 100"), has a right to maintain the information as confidential

1 under some unidentified “privilege.” There is no applicable privilege that could prevent
2 production of the requested information by Nahabedian, as TGC Farkas, not Bloom or First 100,
3 owns the privilege (if any) with its counsel and is not asserting any privilege, the subject
4 information is not the kind of confidential information protectible under the privilege statutes at
5 NRS Chapter 49, and the subject information is materially “at issue” in this case. Further, the
6 information appears to also be discoverable under the crime-fraud exception to any claim of
7 privilege even if a privilege did apply (it does not). Ultimately, Nahabedian has no right to
8 withhold the requested information from discovery, and despite a good faith attempt to work out
9 the issue without Court involvement, the efforts of TGC Farkas were ultimately in vain and the
10 Court’s immediate assistance is required.

11 The Motion is based on the following Memorandum of Points and Authorities, the below
12 Declaration of Erika Pike Turner, exhibits thereto, the papers and pleadings already on file herein,
13 and any oral argument the Court may permit at the hearing of this matter.

14 **ORDER SHORTENING TIME**

15 Good Cause Appearing Therefore, IT IS HEREBY ORDERED that the foregoing Motion,
16 is shortened to be heard on the 1st day of March, 2021, at the
17 hour of 9:00 a.m./~~p.m.~~ or as soon thereafter as may be heard, in Department No. 13.

18 DATED this 22nd day of February, 2021.

19
20 
21 _____
DISTRICT COURT JUDGE

22 Prepared and submitted by:
23 GARMAN TURNER GORDON LLP

24 /s/ Erika Pike Turner
25 ERIKA PIKE TURNER
26 Nevada Bar No. 6454
27 DYLAN T. CICILIANO
28 Nevada Bar. No. 12348
7251 Amigo Street, Suite 210
Las Vegas, Nevada 89119
Attorneys for Plaintiff/Judgment Creditor

1 **DECLARATION OF ERIKA PIKE TURNER IN SUPPORT OF APPLICATION FOR**
2 **ORDER SHORTENING TIME**

3 I, ERIKA PIKE TURNER, declare and state as follows:

4 1. I am an attorney licensed to practice law in the State of Nevada and am a founding
5 partner at the law firm of Garman Turner Gordon LLP, attorneys for TGC Farkas. I am competent
6 to testify to the matters asserted herein, of which I have personal knowledge, except as to those
7 matters stated upon information and belief. As to those matters stated upon information and belief,
8 I believe them to be true.

9 2. I make this Declaration in support of the Motion and Application for Order
10 Shortening Time of the time for hearing the Motion.

11 3. As the Court is aware, the parties have an evidentiary hearing scheduled for March
12 3, 2021 (the “Evidentiary Hearing”). The subject Motion must be resolved prior to the Evidentiary
13 Hearing, as well as to provide sufficient time before the Evidentiary Hearing for the information
14 being sought by this Motion to be produced. Therefore, TGC Farkas respectfully seeks an Order
15 Shortening Time of the hearing on the Motion pursuant to EDCR 2.26.

16 4. Prior to preparation of the Motion, I complied with the obligation under EDCR
17 2.34(d) to meet and confer in good faith with counsel for Nahabedian as well as counsel for First
18 100 and Bloom. As set forth further below, despite extensive efforts to resolve the outstanding
19 discovery dispute during the deposition of Nahabedian, as well as in emails sent over the weekend
20 of February 12-14 and follow up telephone conferences with counsel conducted on February 15,
21 2021, the information improperly withheld by Nahabedian has not been forthcoming.

22 5. Time is now of the essence for Nahabedian to be compelled to provide the
23 improperly withheld information and for sanctions to be awarded for failing to earlier provide the
24 information without motion practice, and to re-dress the concerted interference with the timely
25 production of the discoverable information by Nahabedian, First 100, Bloom and their counsel.

26 6. The subject matter of the scheduled Evidentiary Hearing is the contempt of this
27 Court’s Judgment providing specific obligations for the production of documents of First 100 to
28 TGC Farkas.

1 7. Without any compliance or attempted compliance with the Judgment, First 100
2 sought to avoid consequences for the non-compliance through enforcement of a purported
3 settlement agreement dated January 6, 2021 that was not drafted or negotiated by counsel but
4 proffered by Bloom, the manager of First 100. *See First 100's Motion to Enforce Settlement*
5 *Agreement and Response to Order to Show Cause Why First 100 and Bloom Should Not Be Found*
6 *in Contempt of Court*, filed herein on January 19 and 20, 2021, respectively. The validity and
7 enforceability of the purported settlement agreement is hotly disputed by TGC Farkas, as set forth
8 at length in its *Opposition to Motion to Enforce Settlement Agreement*, filed herein on January 21,
9 2021 (the "TGC Farkas Brief").

10 8. In preparation for the Evidentiary Hearing, on February 1, 2021, TGC Farkas duly
11 noticed and served a subpoena setting the deposition of Nahabedian for Friday, February 12, 2021.
12 *See Exhibit 1* hereto. Despite that the notice provided for the deposition to start at 9 am, to
13 accommodate Nahabedian's request to start later, the deposition started at 1 pm. Excerpts of
14 relevant portions of the Nahabedian deposition are attached hereto as **Exhibit 2**. Nahabedian was
15 represented at the hearing by Bart Larsen, Esq. of the law firm of Shea & Larsen, LLP. (Exh. 2,
16 at 1:7). Joseph Gutierrez, Esq. ("Gutierrez") of the law firm of Maier Gutierrez & Associates
17 ("MGA") also attended the Nahabedian deposition on behalf of First 100. (*Id.* at 1:5-6). The
18 excerpts speak for themselves, but to describe Nahabedian as obstreperous is an understatement.
19 Despite the high degree of relevancy of his post-Judgment communications with Bloom and MGA
20 to the contempt proceedings, Nahabedian would not answer the questions posed, and would
21 declare the application of a blanket privilege without identifying the benchmarks for asserting any
22 privilege such as the identity of the purported participants to the communications, identification of
23 the type of communications, the general subject matter, etc. similar to what must be identified in
24 any privilege log. Gutierrez jumped on the band-wagon with privilege objections on behalf of
25 Bloom and actually directed Nahabedian not to answer posed questions. The Court is requested
26 to review and overrule the posed objections and compel Nahabedian's disclosure of the requested
27 information with haste.

28

1 9. The Nahabedian deposition did not conclude; the parties recessed when Gutierrez
2 represented he had a 5 pm obligation. (Exh. 2, at 13-14). It is important that the Nahabedian
3 deposition be concluded, and that the communications wrongfully withheld by Nahabedian be
4 disclosed prior to the Evidentiary Hearing.¹

5 10. Following the deposition, at 6:28 pm on February 12, 2021, I sent an email to
6 Gutierrez, scheduling a meet and confer for Monday, February 15, 2021 and requesting that
7 Gutierrez explain the basis for asserting privilege over communications: a) between Nahabedian
8 and Bloom and/or members of MGA relating to TGC Farkas, the subject litigation, the settlement
9 agreement, and/or TGC Farkas' purported retention of Nahabedian; and b) where Bloom and/or
10 members of MGA were participants with Farkas and Nahabedian on communications, given they
11 are adverse to each other. See the February 12, 2021 email communication, attached hereto as
12 **Exhibit 3**. In the follow-up meet and confer with Gutierrez, he agreed that there was no privilege
13 that would prevent disclosure of communications between the adverse parties and/or their counsel
14 related to TGC Farkas. An excerpt from a recorder's transcript (29-31) from the February 15,
15 2021 meet-and-confer with Gutierrez is attached hereto as **Exhibit 4**.

16 11. On Sunday, February 14, 2021, I sent an email to Bart Larsen, Esq., counsel for
17 Nahabedian, and requested a meet-and-confer for Monday, February 15, 2021. The February 15,
18 2021 email communication is attached hereto as **Exhibit 5**. During the February 15, 2021 call,
19 Mr. Larsen assured me that Nahabedian was working on putting together a privilege log of all of
20 his communications relating to TGC Farkas or this case so that I could present the log to the Court
21 for resolution of the claimed privilege given Nahabedian's continued refusal to disclose the
22 information. During the call, Mr. Larsen indicated that there were not many communications and
23 he was expecting a draft of the log later that same day. On Wednesday, February 17, 2021, I
24 followed up with Mr. Larsen as the privilege log had not been provided, as reflected in the email
25 communication attached hereto as **Exhibit 6**. Mr. Larsen indicated the privilege log would be

26 ¹ The duly-noticed deposition of Bloom set for February 17, 2021 did not proceed as scheduled
27 due to a purported medical emergency; therefore, all efforts at obtaining discovery to date have
28 been effectively frustrated.

1 provided, but Nahabedian had to leave town and needed another day or two. *Id.*

2 12. As of 3 pm on February 19, 2021 when this Motion was finalized and submitted to
3 the Court, no additional information has been forthcoming from Nahabedian or his counsel, despite
4 that the subject time frame of Nahabedian's communications is limited to the time subsequent to
5 the Judgment was entered (Dec 18, 2020), despite Mr. Larsen confirming to me that there were
6 not many communications at issue.

7 Executed this 19th day of February, 2021.

8
9 /s/ Erika Pike Turner

10 ERIKA PIKE TURNER

11 **MEMORANDUM OF POINTS AND AUTHORITIES**

12 **I.**

13 **INTRODUCTION**

14 There is no attorney-client privilege that would prevent disclosure of Nahabedian's
15 communications involving Bloom and MGA related to TGC Farkas. Nahabedian was purporting
16 to be counsel for TGC Farkas, and Bloom and MGA were adverse at all times. Notwithstanding
17 that adverse parties do not have any privilege that would prevent disclosure of their
18 communications, MGA asserted privilege on behalf of Bloom and Nahabedian refused to testify
19 to any communications between he and Bloom or MGA relating to TGC Farkas, or even the
20 benchmarks of the communications (who, when, what). TGC Farkas compels the information be
21 provided under the applicable discovery rules (NRCP 30 and 37) and seeks an award of sanctions
22 as provided under those same rules.

23 **II.**

24 **STATEMENT OF RELEVANT FACTS**

25 **A. The background establishes the relevancy of the Nahabedian communications.**

26 1. TGC Farkas is a Delaware Limited Liability Company with two members, TGC
27
28

1 100 Investor, LLC (“TGC Investor”) and Farkas.² TGC Farkas was formed as an investment
2 vehicle to facilitate TGC Investor’s investment of \$1 million in First 100 in exchange for
3 membership interest.³ Farkas was the Administrative Member aka manager of TGC Farkas until
4 September 17, 2020 when Farkas agreed in a written amendment to the TGC Farkas Operating
5 Agreement that TGC Investor could have full, exclusive, and complete discretion, power and
6 authority to manage, control, administer and operate the business and affairs of TGC Farkas.⁴
7 Even prior to the September 17, 2020 amendment to the TGC Farkas Operating Agreement
8 resulting in TGC Investor taking exclusive control of TGC Farkas, under the TGC Farkas
9 Operating Agreement, Farkas had an obligation to consult with TGC Investor and obtain its
10 consent before taking action on behalf of TGC Farkas.⁵

11 2. The reason for the September 17, 2020 amendment was that Farkas found himself
12 conflicted as a result of his familial relationship with Bloom, the manager of First 100.⁶ After
13 signing the amendment, Farkas “informed Mr. Bloom that [he] no longer had **any role** in the
14 management of [TGC Farkas].”⁷

15 3. Notwithstanding Farkas’ lack of authority to act on behalf of TGC Farkas after
16 September 17, 2020, on January 14, 2021, Nahabedian sent counsel for TGC Farkas, Garman
17 Turner Gordon, LLP (“GTG”), a form of Substitution of Counsel, a letter purporting to terminate
18 GTG as TGC Farkas’ counsel, and a letter containing Nahabedian’s representation that there was
19 a fully executed settlement agreement between TGC Farkas and First 100- all signed by Farkas.⁸

20 ² See the TGC Farkas Operating Agreement, attached to First 100’s Motion to Enforce Settlement
21 Agreement, at Exh. C.

22 ³ *Id.* at § 2.4 and Schedule A to the TGC Farkas Operating Agreement.

23 ⁴ See the Farkas Declaration, Exh. 1 to the TGC Farkas Brief, and hereto for ease of reference as
Exhibit 7, at ¶¶ 6-8.

24 ⁵ TGC Farkas Operating Agreement, attached to the Motion to Enforce Settlement Agreement, at
Exh. C, § 3.4(a).

25 ⁶ Exh. 7, at ¶ 5. Bloom is married to Farkas’ sister.

26 ⁷ *Id.* at ¶ 8.

27 ⁸ The January 14, 2021 communication from Nahabedian is attached hereto as **Exhibit 8**. It is also
28 attached as Exhibit 2-B to the TGC Farkas Brief. This communication from Nahabedian was the

1 4. In follow up, Farkas denied any voluntary participation in the termination of GTG,
2 hiring of Nahabedian to replace GTG, or executing any settlement agreement.⁹ Farkas did not
3 know or understand he was executing a settlement agreement when he signed it;¹⁰ Farkas says that
4 Bloom sent a number of documents to a UPS store by his house and demanded that the documents
5 be immediately signed and returned to Bloom from the store.¹¹ Farkas did as directed and did not
6 review them before signing.¹² These circumstances are at the heart of the dispute over the
7 enforceability of the settlement agreement.

8 5. Nahabedian appears to have been contacted by Bloom to effectuate a dismissal of
9 the Judgment and avoid consequences for the contempt of the Judgment.¹³ At deposition,
10 Nahabedian tried to separate himself from Bloom's scheme and denied even having a copy of the
11 settlement agreement at the time of the January 14, 2021 letter and his representation to GTG that
12 it was being attached.¹⁴ However, the few documents that have been disclosed by Nahabedian
13 confirm otherwise. Nahabedian opined in a letter dated January 12, 2021 (directed to TGC Farkas
14 and Bloom for the purpose of providing "informed consent" to his conflicts) that the settlement
15 agreement represented a "signed, legally binding and fully enforceable writing executed by and
16 between the respective parties authorized representatives/agents."¹⁵ The truth of Nahabedian's
17 involvement and whether he actually had a copy of the settlement agreement when he was taking
18 action to enforce it is obviously relevant to whether he was acting as a tool of Bloom *against his*
19 *purported client, TGC Farkas.*

20
21 first disclosure of the existence of a settlement agreement.

22 ⁹ Exh. 7, ¶¶ 12-13.

23 ¹⁰ Exh. 7, at ¶¶ 13-19.

24 ¹¹ *Id.* at ¶¶ 9-11 and 16.

25 ¹² *Id.*

26 ¹³ Given the concerted, profound effort to avoid disclosure of any documents, we can only imagine
the reasons why concealment benefits Bloom.

27 ¹⁴ Exh. 2, 55:17-56:17.

28 ¹⁵ A copy of the January 12, 2021 letter from Nahabedian purported to be executed by both Farkas
on behalf of TGC Farkas and Bloom on behalf of First 100 is attached hereto as **Exhibit 9**.

1 6. The settlement agreement is dated January 6, 2021.¹⁶ Nahabedian was purportedly
2 retained by Farkas pursuant to a retention agreement dated the next day for the limited purpose of
3 substituting as counsel for TGC Farkas and dismissing the Judgment (along with the underlying
4 Arbitration Award, with prejudice, according to the settlement agreement).¹⁷

5 7. All the details surrounding Nahabedian's retention as counsel for TGC Farkas and
6 communications with First 100 and Bloom, and their counsel MGA, are absolutely relevant to the
7 resolution of the subject dispute. As an exemplar, if Bloom provided the executed documents to
8 Nahabedian, that communication between Bloom and Nahabedian corroborates Farkas'
9 description of events (he signed documents at the demand of Bloom without review or
10 understanding what they were).

11 8. Further, the extent of Nahabedian's involvement in the scheme to facilitate
12 avoidance of contempt proceedings is highly relevant to the willful nature of First 100 and Bloom's
13 contempt in addition to the (lack of) validity and enforceability of the settlement agreement.
14 Nahabedian was willing to, and did, violate multiple rules of professional conduct in order to try
15 to effectuate dismissal of the Judgment before the contempt proceedings.¹⁸ Indeed, it is
16 Nahabedian's communications with Bloom and MGA (the opponents to Nahabedian's purported
17 client, TGC Farkas) that are being withheld.

18 9. Bloom acknowledges that as of at least January 9, 2021 (10 days before the Motion
19 to Enforce Settlement was filed by First 100), Bloom, MGA and Nahabedian were discussing
20 Farkas' authority to act on behalf of TGC Farkas.¹⁹ The detail of the communications involving

21 ¹⁶ The settlement agreement is attached as Exhibit 1-C to Exh. 7 hereto.

22 ¹⁷ The engagement agreement is attached as Exhibit 1-B to Exh. 7 hereto. While the scope of the
23 retention is broad in the engagement agreement, the January 12, 2021 letter purported to limit that
scope.

24 ¹⁸ See, e.g., NRPC 1.4 and 1.13 (there was no explanation of matters to TGC Farkas as necessary
25 to permit informed decisions by persons with authority to bind TGC Farkas); NRPC 1.7
26 (representing TGC Farkas despite concurrent conflicts of interest and no informed consent); NRPC
1.8(h) (obtaining a purported release of prospective liability without TGC Farkas obtaining the
benefit of independent counsel); NRPC 2.1 (in purporting to represent TGC Farkas, he had an
obligation to exercise independent professional judgment and render candid advice).

27 ¹⁹ Declaration of Bloom, attached in support of First 100's Reply in Support of its Motion to
28 Enforce Settlement Agreement, and attached hereto as **Exhibit 11** for ease of reference, ¶¶ 19-21.

1 MGA and Bloom leading up to the January 9, 2021 call and thereafter when Bloom admits Farkas
2 produced the Amendment to the TGC Farkas Operating Agreement showing he lacked authority
3 to Bloom is highly relevant.²⁰ Critically, there is no evidence of any payment to TGC Farkas or
4 other detrimental reliance on the settlement agreement prior to Bloom obtaining notice of Farkas'
5 lack of authority. So, why did Nahabedian move forward with the January 12, 2021 opinion that
6 the settlement agreement was valid and enforceable? Or the Substitution on January 14, 2021?
7 Who was he taking direction from? Critically, TGC Farkas is entitled to know whether
8 Nahabedian was taking his direction from the other side- Bloom and/or MGA.

9 **B. Nahabedian is wrongfully withholding communications with First 100 and Bloom**
10 **under a claim of privilege.**

11 10. Nahabedian is Bloom's current personal counsel. In fact, Nahabedian represents
12 Bloom before this very Court. *See Nevada Speedway LLC v. Bloom*, Case No. A-20-809882-B
13 (Judge Denton presiding, Feb. 2, 2020), albeit it is an unrelated matter. Further, as set forth in the
14 list of actions filed in the state and federal courts located in Clark County, Nevada attached as
15 **Exhibit 10** hereto, most of Nahabedian's cases (where he has made an appearance) over the last
16 10 years involve his representation of First 100, its derivative entities, or Bloom.²¹ To add, MGA
17 is personal counsel for Nahabedian²² and Nahabedian regularly uses the MGA offices for
18 depositions, etc. and is co-counsel with the MGA firm.²³ Under these circumstances, Nahabedian
19 was clearly conflicted under NRPC 1.7 (as a result of his current client relationship, former client
20 relationship and personal interests) when he agreed to take on the representation of TGC Farkas

21 _____
22 ²⁰ *Id.* (Bloom admits by January 11, 2021, he had possession of the Amendment to the TGC Farkas
Operating Agreement).

23 ²¹ The list is Exhibit 1 to the Nahabedian Deposition. Note that where the caption indicates "Kal
24 Mor USA, LLC," that is a party affiliated with a First 100 member, Greg Darroch, which was
25 assigned assets of First 100 (the consideration for which has not been disclosed) that were
prosecuted by Nahabedian. *See* Exhibit A to the First Amended Operating Agreement of First 100,
26 attached as Exhibit 5 to the TGC Farkas Brief (listing Darroch as a member) and Exhibit 2 hereto,
16:12-21 and 17: 15-18:5 (identifying Darroch as the principal of Kal Mor USA, LLC).

27 ²² Exhibit 2 hereto, 14: 3-12.

28 ²³ Exh. 2 hereto, 6:4-16; *see also* 8:10-18 (describing current cases where Nahabedian is co-
counsel with MGA).

adverse to First 100 and Bloom.²⁴

11. Notwithstanding Nahabedian's conflicting duties, communications with Bloom and/or MGA regarding 1) TGC Farkas, 2) this case, 3) the settlement agreement or 4) his purported attorney-client retention by TGC Farkas cannot be privileged, as *Nahabedian was purporting to represent TGC Farkas*, which is adverse to First 100, Bloom and MGA. Nahabedian acknowledged that "for absolute certainty, [his representation of Bloom] has nothing to do with [this] matter."²⁵ Still, Nahabedian took the position that there was still an attorney-client relationship with Bloom that would prevent disclosure of communications with Bloom regarding TGC Farkas.²⁶

12. During his deposition, Nahabedian consistently refused to provide responses to any questions regarding his communications with Bloom and MGA, including simple "yes or no" responses that would establish benchmarks for asserting a privilege similar to what have to be identified in a privilege log: identity of the participants to the communication, the date of the communication, the type of communication (oral, written, electronic), the general topic of the communication, and the specific privilege being claimed. Further, MGA directed him not to answer on several occasions, despite that the questions only pertained to Bloom's communications with Nahabedian relating to TGC Farkas.

a. In response to questions regarding the circumstances when Nahabedian first learned of TGC Farkas, Nahabedian refused to identify the person who communicated with Nahabedian, and Gutierrez followed with an assertion that Bloom had an attorney/client privilege that he was not waiving.²⁷

²⁴ The Order to Show Cause Why First 100 *and Bloom* Should Not Be Found In Contempt of Court was pending when Nahabedian purportedly agreed to act as counsel for TGC Farkas.

²⁵ Exh. 2 hereto, 39: 10-17.

²⁶ *Id.* at 39:24-41:12. Note that Nahabedian repeatedly cited to some broad instruction he purportedly received from the State Bar to not testify to his communications with Bloom regarding TGC Farkas, however, there is no evidence whatsoever of any instruction other than Nahabedian's representation. Of further note, there is no ambiguity that there was no joint representation of Bloom and TGC Farkas by Nahabedian. *Id.* at 53: 2-5.

²⁷ Exh. 2 hereto, 38:21-39:8; *see also* 51:22-52:10 (refusing to describe communication among Nahabedian, Farkas and Bloom).

- 1 b. In response to a question regarding whether there were communications with
2 Bloom in the form of text messages since December 18, 2020, Nahabedian
3 responded “those communications between me and Mr. Bloom would fall under
4 the umbrella of the attorney/client privilege.”²⁸ The question was then limited to
5 communications via text since December 18, 2020 “that relate to TGC Farkas.”²⁹
6 Still, Nahabedian refused to testify regarding the existence, let alone the substance,
7 of the communications with Bloom relating to TGC Farkas.³⁰
- 8 c. In response to a question regarding how Nahabedian received the letter purporting
9 to terminate GTG, Nahabedian acknowledged that there may have been some
10 exchange that included Bloom.³¹ Nahabedian separately acknowledged he
11 received documents from Bloom since December 18, 2020.³² But, when asked
12 what documents Bloom provided to Nahabedian, Nahabedian refused to answer
13 and Gutierrez joined asserting an attorney/client privilege with an instruction not to
14 answer, even when the question was limited to those documents related to TGC
15 Farkas.³³
- 16 d. In response to a request for communications with MGA, Nahabedian
17 acknowledged that there may have been communications regarding TGC Farkas.³⁴
18 However, Nahabedian refused to disclose the communications with MGA as
19 Bloom would have been an additional party.³⁵ Nahabedian would not even testify
20 regarding the January 9, 2021 phone conference disclosed by Bloom in his
21

22 ²⁸ *Id.* at 25:7- 28:20.

23 ²⁹ *Id.* at 27:19-28:20.

24 ³⁰ *Id.*

25 ³¹ *Id.* at 37:16-25.

26 ³² *Id.* at 44:23-25.

27 ³³ *Id.* at 45:1-24; *see also* Exhibit 2, 46:15-47:4 (refusing to even identify the identity of the person
28 providing the TGC Farkas operating agreement to him).

³⁴ Exh. 2, 48:6-51-3.

³⁵ *Id.* at 49:17-50-15.

1 declaration as involving Nahabedian, Gutierrez, Bloom and Farkas.³⁶

2 e. Despite acknowledgement that there was no joint representation of TGC Farkas and
3 Bloom, in response to questions regarding whether Farkas and Bloom were adverse
4 parties, Nahabedian did not answer and MGA asserted the attorney-client
5 privilege.³⁷ Then, Gutierrez responded to a question regarding communications
6 involving Nahabedian, Farkas and MGA that he was “asserting privilege on behalf
7 of and Mr. Bloom clearly has not waived that.”³⁸

8 f. Nahabedian refused to answer the question asking “who provided you [GTG’s]
9 retention agreement with TGC Farkas,” except to say “A party that would be
10 expecting confidentiality.”³⁹

11 **C. There has been an ongoing subversion of TGC Farkas’ rights to inspect First 100’s**
12 **records, and Nahabedian is further interfering with TGC Farkas’ rights.**

13 13. Beginning on May 2, 2017, TGC Farkas made requests to inspect First 100’s
14 records pursuant to its status as a member.⁴⁰ First 100 absolutely refused to produce the company
15 records despite multiple requests and arbitration proceedings being commenced. The arbitration
16 panel found there to be “a *long and bad faith effort by [First 100] to avoid their statutory and*
17 *contractual duties* to a member to produce requested records.”⁴¹

18 14. On September 15, 2020, the three-arbitrator arbitration panel entered its Arbitration
19 Award, wherein it compelled First 100 to produce the requested records within 10 days of entry of
20 the award and awarded TGC Farkas all of its fees and costs.⁴² On November 17, 2020, the Court

21 _____
22 ³⁶ Id. at 75:3-82:9 (including extensive dialogue with Farkas’ counsel, Ken Hogan, Esq. explaining
23 that there is no privilege being asserted by Farkas (as no privilege exists) as to communications
24 with Bloom and MGA).

25 ³⁷ Id. at 53:6-12.

26 ³⁸ Exh. 2, 81:25-84:16, 85:22- 86:22.

27 ³⁹ Id. at 96:20-24.

28 ⁴⁰ Arbitration Award, at pp. 2-3.

⁴¹ Id. at p. 2 (emphasis added).

⁴² Id. at p. 5.

1 confirmed the Arbitration Award, denied the First 100 Motion to Modify the Arbitration Award,
2 and entered the Judgment.

3 15. The Judgment established that First 100 was to produce records to TGC Farkas as
4 set forth in the final Arbitration Award, which required that First 100 “[were] to forthwith, but no
5 later than ten (10) calendar days from the date of this AWARD [September 15, 2020], make all
6 the requested documents and information available from both companies to [TGC Farkas] for
7 inspection and copying.” No documents – zip, zero, zilch- were produced as ordered.⁴³

8 16. On December 18, 2020, the Court entered the Order to Show Cause and set a
9 hearing for January 21, 2021.

10 17. On December 21, 2020, the Court entered orders subjecting First 100 and Bloom
11 to Judgment Debtor Exams to discover the location of First 100’s records and accounts, which
12 examinations were scheduled for January 25, 2021. On December 18, 2020, Plaintiff issued post-
13 judgment discovery to First 100, including interrogatories, requests for production of documents
14 and notices of intent to issue subpoenas. Despite that responses to written requests for discovery
15 were due on or before January 17, 2021, First 100 failed to provide any discovery requested.⁴⁴
16 Instead of responding to the discovery requests, First 100, Bloom and MGA objected and
17 otherwise refused to provide responses or attend depositions/examinations.⁴⁵ When First 100,
18 Bloom, and MGA were creating excuses for not responding to post-judgment discovery, they knew
19 of the existence of the alleged settlement agreement, dated January 6, 2021, yet the settlement
20 agreement was not produced until the Motion to Enforce Settlement Agreement was filed.⁴⁶

21 18. It was after the Order to Show Cause was entered and served and discovery had
22

23 ⁴³ See Order to Show Cause Why First 100 and Bloom Should Not Be Held In Contempt of Court,
at p. 3, ¶6.

24 ⁴⁴ Exhibit 2 to the TGC Farkas Brief, Bates No. OPP024, at ¶ 10.

25 ⁴⁵ See Supplement to Order to Show Cause Why First 100 and Bloom Should Not Be Held In
26 Contempt of Court at Exhs. 1-C to 1-H (Bloom’s correspondence, MGA’s objections on behalf of
itself, First 100 and Bloom, and notice of no compliance pending the Motion to Enforce Settlement
27 Agreement being resolved).

28 ⁴⁶ Exhibit 2 to the TGC Farkas Brief, Bates No. OPP023, at ¶ 5.

1 been requested in enforcement of the Judgment that the settlement agreement was purportedly
2 entered and Nahabedian was retained to dismiss the Judgment on behalf of TGC Farkas.

3 19. Farkas is not claiming any privilege over communications involving Bloom and/or
4 MGA (nor could he).⁴⁷ In fact, counsel for Farkas, Ken Hogan, Esq., explained very clearly on
5 the record of Nahabedian's deposition that there is no privilege to be asserted when the
6 communications involve adverse parties.⁴⁸ Notwithstanding, Nahabedian continues to take
7 direction from Bloom and MGA and refuses to disclose the communications involving Bloom
8 and/or MGA (or produce the written communications as otherwise requested by TGC Farkas).
9 Nahabedian's conduct appears to be the latest example of First 100 and Bloom's concerted bad
10 faith effort to avoid obligations due to TGC Farkas.

11 III.

12 LEGAL ARGUMENT

13 A. The subject communications are not privileged.

14 1. The Attorney-Client Privilege is Narrow.

15 Because the attorney-client privilege obstructs the search for truth, it must be "*strictly*
16 *confined within the narrowest possible limits* consistent with the logic of [its] principles."
17 *Whitehead v. Nevada Comm'n on Judicial Discipline*, 110 Nev. 380, 415, 873 P.2d 946, 968 (1994)
18 (emphasis added); *In re Hotels Nevada, LLC*, 458 B.R. 560, 574 (Bankr. D. Nev. 2011); *Fisher v.*
19 *United States*, 425 U.S. 391, 403, (1976) (holding since attorney-client privilege "has the effect of
20 withholding relevant information from the factfinder, it applies only where necessary to achieve
21 its purpose").

22 To be protected by the attorney-client privilege, a document must be confidential and
23 distributed to facilitate legal advice. *Wynn Resorts, Ltd. v. Eighth Judicial Dist. Court*, 133 Nev.
24 Adv. Op. 52, 399 P.3d 334, 341 (2017). It is axiomatic that NRS 49.035-115, inclusive, does not
25 extend any privilege over communications with persons adverse to the client subject of the

26
27 ⁴⁷ Exh. 2 hereto, 71:19- 73:11.

28 ⁴⁸ See, e.g., Exh. 2 hereto, 73:5-11; 81:13-16.

1 representation.

2 Further, as made clear by the United States Supreme Court, facts are not protected by the
3 attorney-client privilege. *See Upjohn Co. v. United States*, 449 U.S. 383, 395-96 (1981). The
4 details regarding who is a party to a communication, the mode of communication, the date of
5 communication and the identification of documents sent to Nahabedian are immutable facts that
6 do not require the disclosure of privileged communications.

7 Consistent with this fundamental premise, courts have held that the general purpose of the
8 work performed by an attorney is not privileged. *Gaines v. Law Office of Patenaude & Felix,*
9 *A.P.C.*, 2014 WL 3894348, at *5 (S.D. Cal. June 12, 2014); *Paul v. Winco Holdings, Inc.*, 249
10 F.R.D. 643, 654 (D. Idaho Feb. 27, 2008) (quoting *Clarke v. Am. Commerce Nat'l Bank*, 974 F.2d
11 127, 129 (9th Cir. 1992)). Further, acts or services performed by an attorney during the course of
12 the representation are not communications and therefore are not privileged. *In re Universal Serv.*
13 *Fund Tel. Billing Practices Litig.*, 232 F.R.D. 669, 675 (D. Kan. 2005); *Burton v. R.J. Reynolds*
14 *Tobacco Co., Inc.*, 170 F.R.D. 481, 484–85 (D. Kan. 1997), on reconsideration in part, 175 F.R.D.
15 321 (D. Kan. 1997). Accordingly, the fact of a communication, as well as the purpose of the
16 communication, is not privileged.

17 Indeed, under NRCP 26(b)(5), in order to claim the attorney-client privilege applies, a party
18 withholding information “shall describe the nature of the documents, communications, or things
19 not produced or disclosed in a manner that, without revealing information itself privileged or
20 protected, will enable other parties to assess the applicability of the privilege or protection.” This
21 rule is embodied in Discovery Commissioner Opinion 10, which requires a privilege log to contain
22 “the subject matter of the document” . . . and [] a detailed, specific explanation as to why the
23 document is privileged or otherwise immune from discovery, including a presentation of all factual
24 grounds and legal analyses in a non-conclusory fashion.”⁴⁹ Bloom and his counsel cannot conceal

25 ⁴⁹ It is likewise recognized by courts across the country that a claim of privilege must contain
26 sufficient information to assess the subject matter of the privileged communication. *S.E.C. v.*
27 *Yorkville Advisors, LLC*, 300 F.R.D. 152, 162 (S.D.N.Y. 2014); *June v. Union Carbide Corp.*,
28 2006 WL 2583579, at *1 (D. Colo. Sept. 7, 2006); *In re Universal Serv. Fund Tel. Billing Practices*
Litig., 232 F.R.D. at 675; *Burton*, 170 F.R.D. at 484–85.

1 the fact of a communication between Bloom and Nahabedian or other details, including even the
2 subject matter of Bloom's communications with Nahabedian, merely to protect a false narrative.

3 Here, Nahabedian did not represent Bloom and First 100 relating to the instant case.
4 Nahabedian was retained to be the attorney for TGC Farkas. There could be no rational
5 expectation of confidentialities between Bloom/MGA and Nahabedian under the circumstances.
6 Each and every communication between Bloom/MGA and Nahabedian from December 18, 2020
7 (the date the Order to Show Cause was entered) relating to this case, TGC Farkas, Nahabedian's
8 retention or the settlement agreement must be disclosed, as there is no privilege to apply and justify
9 their withholding. Further, to the extent that there were any other communications between
10 Nahabedian and Bloom/MGA after December 18, 2020, they would still need to be identified in a
11 privilege log with all benchmarks identified so that application of the privilege can be determined.

12 **2. The subject communications were placed at issue by Bloom, and permitting**
13 **Bloom to maintain a privilege would sanction a fraud on the Court.**

14 The Motion to Enforce Settlement Agreement, and Bloom's Declaration in support of the
15 Reply to Enforce Settlement Agreement, particularly Paragraphs 19-21 of that Declaration, placed
16 the communications with Nahabedian regarding his retention, the settlement agreement and TGC
17 Farkas, squarely at issue in this case.

18 The Nevada Supreme Court embraced the "at-issue" doctrine in *Wardleigh v. Second*
19 *Judicial Dist. Court In & For Cnty. of Washoe*, 111 Nev. 345, 354, 891 P.2d 1180, 1186 (1995).
20 There the court recognized that the "attorney-client privilege was intended as a shield, not a
21 sword." *Id.* While the attorney-client privilege suppresses the truth, "it should not furnish one
22 side with what may be false evidence and deprive the other of the means of detecting the
23 imposition." *Id.* at 355, 891 P.2d at 1186; *see also Pamida, Inc. v. E.S. Originals, Inc.*, 281 F.3d
24 726, 732 (8th Cir. 2002) (holding that a party cannot be denied the "right to investigate the facts
25 underlying [a party's] claim and to mount a defense against that claim.")

26 Under the at-issue doctrine, "a party waives his privilege [if one exists] if he affirmatively
27 pleads a claim or defense that places at issue the subject matter of privileged material over which
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1 he has control.” *Wardleigh*, 111 Nev. at 354, 891 P.2d at 1186. “Therefore, at-issue waiver occurs
2 when the holder of the privilege pleads a claim or defense in such a way that eventually he or she
3 will be forced to draw upon the privileged communication at trial in order to prevail, and such a
4 waiver does not violate the policies underlying the privilege.” *Id.* at 356, 891 P.2d at 1187; *Wynn*
5 *Resorts, Ltd.*, 399 P.3d at 345.

6 Bloom and MGA’s communications with Nahabedian regarding the settlement agreement,
7 his scope of duties and TGC Farkas, are all fair play under the present circumstances where First
8 100 and Bloom have asserted as a defense to alleged contempt that there is a settlement agreement,
9 and that Bloom and MGA were justified in direct communications with Farkas in light of
10 Nahabedian’s involvement.

11 If the Court does not order the production of the subject communications between
12 Nahabedian and Bloom/MGA since December 18, 2020 relating to TGC Farkas, what appears to
13 be a concerted fraud on the Court will remain concealed. A “fraud upon the court” is “that species
14 of fraud which does, or attempts to, subvert the integrity of the court itself, *or is a fraud perpetrated*
15 *by officers of the court* so that the judicial machinery cannot perform in the usual manner its
16 impartial task of adjudging cases....” *Estate of Adams By & Through Adams v. Fallini*, 132 Nev.
17 Adv. Op. 81, 386 P.3d 621, 625 (2016). As an officer of the court, an attorney “owes a duty of
18 loyalty to the court ..., [which] demands integrity and honest dealing with the court.” *Id.* (internal
19 quotation marks omitted). “And when [an attorney] departs from that standard in the conduct of a
20 case[,] he perpetrates fraud upon the court. *Id.*

21 To that point, any claimed attorney-client privilege may be destroyed when “the lawyer’s
22 communication is meant to facilitate future wrongdoing by the client [Bloom].” *Haines v. Liggett*
23 *Group Inc.*, 975 F.2d 81, 90 (3d Cir. 1992); *U.S. v. Zolin*, 491 U.S. 554, 562-63 (1989). For the
24 crime-fraud exception to apply, “the advice must relate to the future illicit conduct by the client; it
25 is . . . the advice that leads to the deed.” *Id.* Fraud upon the court is sufficient to satisfy the crime-
26 fraud exception to attorney-client privilege. NRS 49.115(1); *Lewis v. Delta Air Lines, Inc.*, 2015
27 WL 9460124 (D. Nev. 2015) (extensively discussing whether a broader or narrower crime-fraud
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1 exception applies and concluding that fraud upon the court satisfies the exception); *In re St.*
2 *Johnsbury Trucking Co., Inc.*, 184 B.R. (Bankr. D. Vt. 1995); *see also In re Napster Copyright*
3 *Litigation*, 479 F.3d 1078, 1096-98 (9th Cir. 2007).

4 To trigger the further crime-fraud exception, the movant must establish that “the client
5 [Bloom] was engaged in or planning a criminal or fraudulent scheme when it sought the advice of
6 counsel [Nahabedian] to further the scheme.” *See In re Grand Jury Proceedings*, 87 F.3d 377,
7 381 (9th Cir. 1996); *see also Cox v. Administrator US Steel & Carnegie*, 17 F.3d 1386, 1416 (11th
8 Cir. 1994) (to determine whether the crime-fraud exception to the attorney-client privilege applies,
9 federal courts apply a two part test: (1) a prima facie showing that the client was engaged in
10 criminal or fraudulent conduct when he sought the advice of counsel, or that he committed a crime
11 or fraud subsequent to receive the benefit of counsel’s advice, and (2) a showing that the attorney’s
12 assistance was obtained in furtherance of the criminal or fraudulent activity or was closely related
13 to it). The movant is not obligated to come forward with proof sufficient to establish the essential
14 elements of a crime or fraud beyond a reasonable doubt. *See id.* (citing *In re Grand Jury Subpoena*
15 *Duces Tecum (Marc Rich & Co. A.G.)*, 731 F.2d 1032, 1039 (2d Cir. 1984)). In sum, the court
16 must find “reasonable cause to believe” that the attorney’s services were “utilized ... in furtherance
17 of the ongoing unlawful scheme.” *See id.* Here, Nahabedian, Bloom’s attorney, was hired to
18 effectuate the settlement agreement with the dismissal of the Judgment and underlying Arbitration
19 Award, with prejudice, purportedly on behalf of TGC Farkas despite that TGC Farkas did not
20 authorize the retention or action to dismiss the case. TGC Farkas has presented a *prima facie*
21 showing that Bloom engaged in criminal/fraudulent conduct with his involvement in securing
22 dismissal of the case prior to suffering the consequences of his contempt of the Judgment.

23 The attorney [Nahabedian] need not be aware of the illegality involved; it is enough that
24 the communication furthered, or was intended by the client to further, a fraud. *See id.* A
25 communication between client and attorney can be “in furtherance of” the client’s fraudulent
26 conduct even if the attorney does nothing after the communication to assist the client’s commission
27 of a fraud, and even though the communication turns out not to help (and perhaps even to hinder)

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1 the client's completion of a fraud. *See id.* The communication is still discoverable.

2 The Ninth Circuit has recognized that "the party challenging the privilege may lack
3 sufficient evidence to prove crime or fraud to a liability standard, particularly given the fact that
4 the best evidence is likely to be in the hands of the party invoking the privilege." *See In re Napster*,
5 479 F.3d at 1090–91 (citing *Zolin*, 491 U.S. at 569, 109 S.Ct. 2619 (discussing challenges of
6 proving the crime-fraud exception)). Thus, a party may also seek *in camera* review of the withheld
7 communications to determine whether the exception applies whenever the party can make "a
8 showing of a factual basis adequate to support a good faith belief by a reasonable person that *in*
9 *camera* review of the materials may reveal evidence to establish the claim that the crime-fraud
10 exception applies." *See Hernandez v. Creative Concepts, Inc.*, 2013 WL 1405776, at *5 (D. Nev.
11 Apr. 5, 2013) (citing *Zolin*, 491 U.S. at 572; *United States v. Chen*, 99 F.3d 1495, 1502–03 (9th
12 Cir. 1996); *Napster*, 479 F.3d at 1092 (the threshold for *in camera* review is considerable lower
13 than that for fully disclosing documents)).

14 IV.

15 SANCTIONS ARE AWARDABLE.

16 The discovery of the communications between Nahabedian and Bloom and/or MGA was
17 impeded, delayed, and frustrated by the wrongful refusal to disclose the information by
18 Nahabedian and MGA on behalf of Bloom.

19 Under NRCP 30(d)(2), the Court may impose an appropriate sanction, including the reasonable
20 expenses and attorneys fees incurred by any party on the person who has impeded, delayed, or
21 frustrated a fair examination of a deponent.

22 Under NRCP 26(a)(5)(A), any party withholding information otherwise discoverable by
23 claiming a privilege must describe the nature of the communications not produced or disclosed.
24 Nahabedian and MGA failed and/or refused to comply with NRCP 26(a)(5)(A) and instead made
25 a blanket privilege claim over any and all communications involving Bloom or MGA, no matter
26 the subject matter.

27 Sanctions are also awardable under NRCP 37 for failure to provide discovery. If the discovery
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1 motion is granted, the Court must, after giving an opportunity to be heard, require the party or
2 deponent whose conduct necessitated the motion, the party or attorney advising that conduct, or
3 both to pay the movant's reasonable expenses incurred in making the motion, including attorney
4 fees. Sanctions are especially appropriate here given the extensive efforts to meet and confer in
5 good faith and Nahabedian still failing to act in an effort to avoid court action.

6 V.

7 **CONCLUSION**

8 Based upon the foregoing, TGC Farkas respectfully requests that the Court grant the instant
9 Motion, and compel the prompt production of every communication that Nahabedian had
10 involving Bloom or MGA relating to TGC Farkas, this case, the settlement agreement and/or his
11 retention as counsel for TGC Farkas. To the extent that there is any question of the application of
12 a privilege regarding communications just by virtue of Bloom's participation, the information
13 should be presented for *in camera* review by the Court to determine how it could possibly be
14 protected. TGC Farkas is confident that there will be no protectible privilege. Further, TGC
15 Farkas respectfully requests that the Court impose sanctions against Nahabedian and/or MGA and
16 Bloom for the wrongful withholding of the communications involving Bloom and/or MGA as
17 privileged as well as the benchmarks of those communications, subject to further proof by
18 declaration of counsel establishing the fees and costs incurred to attend the deposition, conduct the
19 meet and confer with counsel, as well as prepare the instant motion.

20 DATED this 19th day of February, 2021.

21 GARMAN TURNER GORDON LLP

22 /s/ Erika Pike Turner

23 ERIKA PIKE TURNER

24 Nevada Bar No. 6454

25 DYLAN T. CICILIANO

26 Nevada Bar. No. 12348

27 7251 Amigo Street, Suite 210

28 Tel: (725) 777-3000

Fax: (725) 777-3112

Attorneys for Plaintiff/Judgment Creditor

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CERTIFICATE OF SERVICE

The undersigned, hereby certifies that on the 19th day of February, 2021, he served a copy of the **MOTION TO COMPEL AND FOR SANCTIONS; AND APPLICATION FOR EX-PARTE ORDER SHORTENING TIME**, 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

I further certify that I served a copy of this document by emailing a true and correct copy thereof, addressed to:

Bart K. Larsen, Esq.
SHEA LARSEN
1731 Village Center Circle, Suite 150
Las Vegas, NV 89134
Email: blarsen@shea.law
Attorneys for Raffi Nahabedian

/s/ Max Erwin

An Employee of
GARMAN TURNER GORDON LLP

Exhibit 1

1 GARMAN TURNER GORDON LLP
2 ERIKA PIKE TURNER
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3 Email: eturner@gtg.legal
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Tel: (725) 777-3000
6 Fax: (725) 777-3112
Attorneys for Plaintiff

7
8 **DISTRICT COURT**
CLARK COUNTY, NEVADA

9 TGC/FARKAS FUNDING, LLC,
10 Plaintiff,

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

11 vs.

**NOTICE OF INTENT TO ISSUE
SUBPOENAS**

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

16
17 Plaintiff TGC/FARKAS FUNDING, LLC ("Plaintiff"), through counsel, Garman Turner
18 Gordon LLP, hereby provides notice to all parties of the issuance of subpoenas to:

- 19 1) Raffi Nahabedian, attached hereto as **Exhibit 1**; and
20 2) Jay Bloom, attached hereto as **Exhibit 2**.

21 DATED this 29th day of January, 2021.

22 GARMAN TURNER GORDON LLP

23 /s/ Dylan T. Ciciliano
24 ERIKA PIKE TURNER
Nevada Bar No. 6454
25 DYLAN T. CICILIANO
Nevada Bar. No. 12348
7251 Amigo Street, Suite 210
26 Tel: (725) 777-3000
Fax: (725) 777-3112
27 *Attorneys for Plaintiff*

CERTIFICATE OF SERVICE

The undersigned, hereby certifies that on the 29th day of January, 2021, he served a copy of the **NOTICE OF INTENT TO ISSUE OF SUBPOENAS**, 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

GARMAN TURNER GORDON LLP
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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.

SUBPOENA – CIVIL

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.

 X Regular Duces Tecum

THE STATE OF NEVADA SENDS GREETINGS TO:

RAFFI NAHABEDIAN

YOU ARE HEREBY COMMANDED that all and singular, business and excuses set aside, that pursuant to NRCPC Rule 30(b)(4), that you appear and attend your deposition on the **12th day of February, 2021, at the hour of 9:00 a.m.**, at the law office of Garman Turner Gordon LLP, located at 7251 Amigo Street, Suite 210, Las Vegas, Nevada 89119. Your attendance is required to give live socially-distanced testimony, or alternatively remote testimony via Zoom, to be transcribed stenographically.

Zoom login information will be provided to you by email at raffi@nahabedianlaw.com. In addition to stenographic means, your testimony may also be recorded by audiotape and/or videotape. Examination will continue from day-to-day until completed.

If you fail to attend, you may be deemed guilty of contempt of Court, and liable to pay all losses and damages caused by your failure to appear and in addition forfeit One Hundred (\$100.00) Dollars.

Please see Exhibit “A” attached hereto for information regarding the rights of the person subject to this Subpoena.

DATED this 29th day of January, 2021.

GARMAN TURNER GORDON LLP

/s/ Dylan T. Ciciliano
 ERIKA PIKE TURNER
 Nevada Bar No. 6454
 DYLAN T. CICILIANO
 Nevada Bar. No. 12348
 7251 Amigo Street, Suite 210
 Tel: (725) 777-3000/Fax: (725) 777-3112
Attorneys for Plaintiff

EXHIBIT "A"

NEVADA RULES OF CIVIL PROCEDURE

Rule 45

(c) Protection of Persons Subject to Subpoena.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court that issued the subpoena must enforce this duty and may impose an appropriate sanction — which may include lost earnings and reasonable attorney fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required.

(i) A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(ii) If documents, electronically stored information, or tangible things are produced to the party that issued the subpoena without an appearance at the place of production, that party must, unless otherwise stipulated by the parties or ordered by the court, promptly copy or electronically reproduce the documents or information, photograph any tangible items not subject to copying, and serve these items on every other party. The party that issued the subpoena may also serve a statement of the reasonable cost of copying, reproducing, or photographing, which a party receiving the copies, reproductions, or photographs must promptly pay. If a party disputes the cost, then the court, on motion, must determine the reasonable cost of copying the documents or information, or photographing the tangible items.

(B) Objections. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, or a person claiming a proprietary interest in the subpoenaed documents, information, tangible things, or premises to be inspected, may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The person making the objection must serve it before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made:

(i) the party serving the subpoena is not entitled to inspect, copy, test, or sample the materials or tangible things or to inspect the premises except by order of the court that issued the subpoena;

(ii) on notice to the parties, the objecting person, and the person commanded to produce or permit inspection, the party serving the subpoena may move the court that issued the subpoena for an order compelling production or inspection; and

(iii) if the court enters an order compelling production or inspection, the order must protect the person commanded to produce or permit inspection from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court that issued a subpoena must quash or modify the subpoena if it:

(i) fails to allow reasonable time for compliance;

(ii) requires a person to travel to a place more than 100 miles from the place where that person resides, is employed, or regularly transacts business in person, unless the person is commanded to attend trial within Nevada;

(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies; or

(iv) subjects a person to an undue burden.

(B) When Permitted. On timely motion, the court that issued a subpoena

may quash or modify the subpoena if it requires disclosing:

(i) a trade secret or other confidential research, development, or commercial information; or

(ii) an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(c)(3)(B), the court may, instead of quashing or modifying a subpoena, order an appearance or production under specified conditions if the party serving the subpoena:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(d) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(e) Contempt; Costs. Failure by any person without adequate excuse to obey a subpoena served upon that person may be deemed a contempt of the court that issued the subpoena. In connection with a motion for a protective order brought under Rule 26(c), a motion to compel brought under Rule 45(c)(2)(B), or a motion to quash or modify the subpoena brought under Rule 45(c)(3), the court may consider the provisions of Rule 37(a)(5) in awarding the prevailing person

reasonable expenses incurred in making or opposing the motion.
[Amended; effective March 1, 2019.].

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Exhibit 2

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Attorneys for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

TGC/FARKAS FUNDING, LLC,
Plaintiff,

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

vs.

SUBPOENA – CIVIL

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.

 X Regular Duces Tecum

THE STATE OF NEVADA SENDS GREETINGS TO:

JAY BLOOM

YOU ARE HEREBY COMMANDED that all and singular, business and excuses set aside, that pursuant to NRCp Rule 30(b)(4), that you appear and attend your deposition on the **18th day of February, 2021 at the hour of 8:00 a.m.** Your attendance is required to give live socially-distanced testimony, or alternatively remote testimony via Zoom, to be transcribed stenographically. Zoom login information will be provided to your counsel of record, the law firm of Maier Gutierrez & Associates. Your testimony shall be recorded by stenographic means, and may also be recorded by audiotape and/or videotape. Oral examination will continue from day-to-day until completed, but will not be in excess of seven (7) total hours.

If you fail to attend on the date specified, you may be deemed guilty of contempt of Court, and

1 liable to pay all losses and damages caused by your failure to appear and in addition forfeit One
2 Hundred (\$100.00) Dollars.

3 Please see Exhibit "A" attached hereto for information regarding the rights of the person
4 subject to this Subpoena.

5 DATED this 29th day of January, 2021.

6 GARMAN TURNER GORDON LLP

7 /s/ Dylan T. Ciciliano
8 ERIKA PIKE TURNER
9 Nevada Bar No. 6454
10 DYLAN T. CICILIANO
11 Nevada Bar. No. 12348
12 7251 Amigo Street, Suite 210
13 Tel: (725) 777-3000/Fax: (725) 777-3112
14 *Attorneys for Plaintiff*
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EXHIBIT "A"

NEVADA RULES OF CIVIL PROCEDURE

Rule 45

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(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required.

(i) A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(ii) If documents, electronically stored information, or tangible things are produced to the party that issued the subpoena without an appearance at the place of production, that party must, unless otherwise stipulated by the parties or ordered by the court, promptly copy or electronically reproduce the documents or information, photograph any tangible items not subject to copying, and serve these items on every other party. The party that issued the subpoena may also serve a statement of the reasonable cost of copying, reproducing, or photographing, which a party receiving the copies, reproductions, or photographs must promptly pay. If a party disputes the cost, then the court, on motion, must determine the reasonable cost of copying the documents or information, or photographing the tangible items.

(B) Objections. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, or a person claiming a proprietary interest in the subpoenaed documents, information, tangible things, or premises to be inspected, may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The person making the objection must serve it before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made:

(i) the party serving the subpoena is not entitled to inspect, copy, test, or sample the materials or tangible things or to inspect the premises except by order of the court that issued the subpoena;

(ii) on notice to the parties, the objecting person, and the person commanded to produce or permit inspection, the party serving the subpoena may move the court that issued the subpoena for an order compelling production or inspection; and

(iii) if the court enters an order compelling production or inspection, the order must protect the person commanded to produce or permit inspection from significant expense resulting from compliance.

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(A) When Required. On timely motion, the court that issued a subpoena must quash or modify the subpoena if it:

(i) fails to allow reasonable time for compliance;

(ii) requires a person to travel to a place more than 100 miles from the place where that person resides, is employed, or regularly transacts business in person, unless the person is commanded to attend trial within Nevada;

(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies; or

(iv) subjects a person to an undue burden.

(B) When Permitted. On timely motion, the court that issued a subpoena

may quash or modify the subpoena if it requires disclosing:

(i) a trade secret or other confidential research, development, or commercial information; or

(ii) an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(c)(3)(B), the court may, instead of quashing or modifying a subpoena, order an appearance or production under specified conditions if the party serving the subpoena:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

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(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

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(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

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(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(e) Contempt; Costs. Failure by any person without adequate excuse to obey a subpoena served upon that person may be deemed a contempt of the court that issued the subpoena. In connection with a motion for a protective order brought under Rule 26(c), a motion to compel brought under Rule 45(c)(2)(B), or a motion to quash or modify the subpoena brought under Rule 45(c)(3), the court may consider the provisions of Rule 37(a)(5) in awarding the prevailing person

reasonable expenses incurred in making or opposing the motion.
[Amended; effective March 1, 2019.].

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Exhibit 2

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MS. TURNER: I'm Erika Pike Turner, counsel for TGC/Farkas Funding, LLC. I have Dylan Ciciliano on the line with me and will be sharing his screen.

MR. GUTIERREZ: Joseph Gutierrez on behalf of First 100.

MR. LARSEN: Bart Larsen for Raffi Nahabedian.

THE WITNESS: Raffi Nahabedian. I'm the person with the glasses on.

MS. TURNER: Okay. As we go through the deposition, as I mark exhibits, we'll be emailing them to everybody on the line and the court reporter. The court reporter is Kim Farkas.

And, Kim, can you hear everybody?

THE STENOGRAPHER: So far.

THE WITNESS: If I may, before we start, so you're going to email exhibits. How do I get them -- so are you going to email the exhibit, we'll take a break, we'll print them out, I'll have the hard copy so I can --

MS. TURNER: No. We'll email the exhibits to everybody so your counsel has a copy. And we'll share the screen with you with the document.

THE WITNESS: I think the way it would work

Sample footer

1 in matters, we will utilize the facilities of those
2 counsels' office if necessary and warranted.

3 BY MS. TURNER:

4 Q. Have you ever noticed a deposition for
5 examination at the offices of Maier Gutierrez &
6 Associates?

7 A. I'm involved in a case with that law office.
8 And we have noticed and taken depositions at that law
9 office, correct. That's a matter of public record.

10 Q. My question was whether or not it was a
11 deposition that you noticed on behalf of your client?

12 A. Well, we handle these matters in tandem,
13 where my name appears, as well as the Maier Gutierrez &
14 Associates caption appears. So the notices typically
15 will get sent out with the utilization of a paralegal
16 at the Maier Gutierrez & Associates firm.

17 Q. What's the name of the paralegal?

18 MR. GUTIERREZ: Objection. Relevance.

19 THE WITNESS: It's superfluous to me. I
20 don't know. If I need to notice a deposition, I
21 interact with the attorney that I work with at that
22 office, Mr. Stephen Clough. And so Steve and I will
23 discuss a notice of the deposition and deal with it
24 accordingly. I typically, actually, don't even
25 instruct anybody at that office, to be completely

Sample footer

1 Q. And Joseph Gutierrez?

2 A. Joe is the partner on the files, and his name
3 will appear on the caption above Mr. Clough's name. So
4 if there's an opportunity to discuss matters relating
5 to the case, there are times, perhaps, that
6 Mr. Gutierrez will be involved and Mr. Gutierrez will
7 participate in certain matters related to the case or
8 cases, but typically it's between myself and
9 Mr. Clough.

10 Q. And what case or cases are you currently
11 involved where you're co-counsel with the MGA firm?

12 A. That's a matter of public record. There is a
13 Duncan Dalton matter. I believe we are co-counsel in a
14 case involving my wife who was injured, severely
15 injured, in an accident. And there might be one other
16 case. I can't remember Joseph's last name, but the
17 plaintiff is named Joseph. He was also severely
18 injured in an accident.

19 Q. Those are the only three cases that you have
20 currently?

21 A. That are coming to my mind right now.

22 Q. Now, if we could go to exhibit 13 or tab 13.

23 MS. TURNER: Dylan --

24 MR. GUTIERREZ: Counsel, I don't have any of
25 the proposed exhibits.

Sample footer

1 THE WITNESS: I only see three people right
2 now. It's weird that I only see three people. Are
3 there more people -- I see Mr. Gutierrez, I see myself,
4 and I see Ms. Turner. But I see no one else. Oh,
5 there we go. Okay. Perfect. Thank you.

6 And Mr. Flatto and Michael Busch.

7 MS. TURNER: Mr. Flatto has joined. He's my
8 client representative.

9 THE WITNESS: And then Mr. Ciciliano.

10 MS. TURNER: Have you reviewed the document
11 that is what will be Exhibit No. 1 to this deposition?

12 THE WITNESS: I have.

13 (Exhibit 1 was marked.)
14

15 BY MS. TURNER:

16 Q. All right. If you could go through the list
17 of cases that have been filed in your name or where
18 you're indicated as a counsel of record in the
19 Clark County state and federal court. Can you walk
20 through and tell me which cases were in conjunction
21 with MGA?

22 MR. GUTIERREZ: Object to form as far as "in
23 conjunction."

24 MS. TURNER: I'm not done with my question.
25 Let me ask it again before I was interrupted. I didn't

Sample footer

1 get a chance to finish.

2 BY MS. TURNER:

3 Q. If you could walk through and tell me which
4 cases were in conjunction with MGA as your co-counsel
5 or a co-plaintiff or co-defendants counsel. If you
6 want me to break that down, I can.

7 MR. GUTIERREZ: Same objection. Compound.

8 THE WITNESS: So A-17-753963-C, that's
9 Duncan. Alexander Smallwood, A-19-789374-C, that case
10 has been dismissed, so. I was represented by the MGA
11 firm on my case, A-19-791725-C. And that appears to be
12 it.

13 BY MS. TURNER:

14 Q. Okay. If we can go to the same list,
15 Exhibit 1, identify those cases that MGA was counsel in
16 the case at the same time that you were counsel for a
17 party in the case.

18 A. You know, I would have to go back and look at
19 every file that remotely reflects that. But on the
20 federal side, I mean, gosh, there's the Omni Financial,
21 which is 2-16-cv-00099-RFB. There's two of those,
22 2-16-cv-00109-RFB. So I'm thinking those on the fed
23 side. On the state side, Nevada Speedway,
24 A-20-809882-B. I believe that's it, but if I go back
25 and check and I find that I -- to the best of my

Sample footer

1 Q. Which one?

2 A. I'm looking for that now. So when I'm
3 looking at this now, I guess what I need to express is
4 that there are some cases will say First 100. See the
5 ones that say Kal-Mor USA, I represented Kal-Mor USA.
6 And the cases, some of those cases included the title
7 of First 100. And if I recall correctly, the reason is
8 is that Kal-Mor USA inherited the title of the case
9 with the First 100s. So when you see that, that's a
10 clarification I think that's important for you to
11 understand.

12 Q. In cases where Kal-Mor USA is indicated as a
13 party, were you representing the interests of
14 Kal-Mor USA?

15 A. Yes.

16 Q. Okay. And if I understand your testimony,
17 where it indicates First 100, LLC, if you're title of
18 record, it's because you came in on behalf of
19 Kal-Mor USA, who was the successor in interest in the
20 claims of First 100?

21 A. Correct. I mean, if you look at the first
22 page, you see at the bottom, there's two cases,
23 First 100 LLC v. Bank of New York Mellon, then
24 Kal-Mor USA v. First Horizon. So I inherited those
25 cases, and I inherited the caption as is designated at

Sample footer

1 the time.

2 Q. What is the relationship between Kal-Mor USA
3 and First 100, as you understand it?

4 A. Oh, I don't know. I think you would have to
5 ask Kal-Mor and/or First 100 as to what their
6 relationship is.

7 Q. Well, you concluded that Kal-Mor USA had
8 standing to step in the shoes of First 100?

9 A. I expressed that I took over these cases as
10 the caption was delineated there, and I was
11 representing because I was retained by Kal-Mor USA.

12 THE WITNESS: Sorry. Give me one -- sorry
13 about that. My apologies, sincere apologies.

14 BY MS. TURNER:

15 Q. When you represented the interests of
16 Kal-Mor USA, who directed your work?

17 A. The representative of Kal-Mor.

18 Q. And who is that?

19 A. The manager of Kal-Mor was Greg -- Greg's
20 last name -- I can't believe I forgot. Craig Darroch,
21 sorry. Greg Darroch.

22 Q. And for each of these cases in which you
23 represented the interest of Kal-Mor USA that are
24 delineated on Exhibit 1, was your sole client contact
25 Gary Darroch?

Sample footer

1 A. Greg Darroch, correct. D-A-R-R-O-U-C-H,
2 Greg. Oh, no. D-A-R-R -- yeah -- O-G-H. I'm going to
3 look it up. D-A-R-R-O-G-H -- C-H. Okay.
4 D-A-R-R-O-C-H. Okay. Sorry. Greg Darroch,
5 D-A-R-R-O-C-H.

6 Q. Did you receive a text message?

7 A. No. I'm spelling it out.

8 Q. Okay.

9 A. I'm sounding it out.

10 Q. When was the first time you met Jay Bloom?

11 A. I honestly couldn't tell you. Since maybe in
12 the last 10 years, since living here in Las Vegas. I
13 just moved here in 2004, but it was after that.

14 Q. Had you ever represented any client in which
15 Jay Bloom was a principal or constituent other than the
16 Nevada Speedway case?

17 A. I think that there was a lawsuit between
18 Tivoli and First 100. And it was a lease issue. And I
19 was trying to find that on here. I'll try to find it
20 on here. I think that's the only time. And I withdrew
21 as counsel of record in that case. It's public record.

22 Q. You withdrew as counsel in the Omni Financial
23 case; correct?

24 A. Where is that?

25 Q. I'm asking you.

Sample footer

1 Dalton case, I might have sent him a text message
2 saying, you know, please call me. I mean --

3 MR. GUTIERREZ: I'll just object on the
4 attorney/client privilege.

5 THE WITNESS: Go on.

6 BY MS. TURNER:

7 Q. Have you ever texted Jay Bloom?

8 A. Jay and I are like friends. It's not like we
9 share texting exchanges.

10 Q. Is your answer "no?"

11 A. Yeah. I mean, it's -- I might have sent him
12 a "Merry Christmas" or something. I don't know. I
13 mean, I typically, at Christmastime or New Year's, I
14 send people that I've met or I know, you know,
15 "Merry Christmas" or "Happy New Year." I mean, it's
16 just kind of an oddity here.

17 Q. Since December 18th, 2020, have you had any
18 text messages with Jay Bloom other than
19 "Merry Christmas" and "Happy New Year?"

20 A. Maybe.

21 Q. Do you retain your text messages?

22 A. Whatever -- you know, I'm -- those
23 communications between me and Mr. Bloom would fall
24 under the umbrella of the attorney/client privilege,
25 and, I mean, you can raise the objection, but unless

Sample footer

1 Mr. Bloom authorizes me to disclose any information
2 related to my exchanges with Mr. Bloom -- I'm not here
3 to violate any obligations which state bar counsel has
4 indicated to me that I must not violate.

5 Q. Who is the state bar counsel that you
6 purported to communicate with?

7 A. State bar counsel. I don't have his name.

8 Q. All right. So you're claiming privilege and
9 refusing to answer my question about whether or not
10 you've had text messages with Jay Bloom other than
11 "Merry Christmas" and "Happy New Year" since
12 December 18th, 2020; is that right?

13 A. No, that's not right. I'm telling you that
14 if there were communications, there were
15 communications. I will not divulge any of the
16 communications, the contents, so on and so forth.

17 Q. Under what basis?

18 A. Under what basis are you asking me? What
19 right do you have to ask me about communications
20 between me and a person who is a client? And state bar
21 counsel disagrees vehemently with your position that
22 that I'm supposed to give you everything and anything
23 that you want.

24 Q. Sir, if you could just answer --

25 A. Mr. Bloom's counsel is on this, and he can

Sample footer

1 raise the objection as well since he represents them.

2 Q. Sir, my question is --

3 MR. GUTIERREZ: Just for the record, my
4 objection is that Mr. Nahabedian is counsel of record
5 for Mr. Bloom in an active matter. Any communication
6 that could potentially fall under the umbrella of the
7 attorney/client he would be instructed. Mr. Bloom has
8 not waived that privilege, and he would be instructed
9 to answer not to violate that privilege. And if
10 counsel would rather seek a motion to compel, you can
11 do so.

12 BY MS. TURNER:

13 Q. Mr. Nahabedian, this is a yes or no question.
14 Have you had text message communications with Jay Bloom
15 since December 18th beyond "Merry Christmas" and "Happy
16 New Year?" That's yes or no. I'm not asking for the
17 content of the communications.

18 A. Perhaps, yes.

19 Q. Have you had communications with Jay Bloom
20 via text since December 18th, 2020, beyond
21 "Merry Christmas" and "Happy New Year" that relate to
22 TGC/Farkas?

23 A. That I don't know.

24 Q. Do you have your phone with you?

25 A. Do I have my phone with me?

Sample footer

1 Q. Yes.

2 A. I do have my phone with me.

3 Q. All right. Can you look?

4 A. To see if I have any messages between me and
5 Mr. Bloom?

6 Q. Yes.

7 A. I already answered the question that there
8 are exchanges between me and Mr. Bloom and you're being
9 redundant at this point.

10 Q. Let me be more specific. Can you look at
11 your phone to see if you have any messages between you
12 and Mr. Bloom relating to TGC/Farkas?

13 A. I'm not going to answer that question because
14 I was instructed by state bar counsel that I will not
15 divulge any information as it results to any client
16 that I have past or current, past or current, without a
17 specific waiver signed by the client, former or past,
18 and current, signed after him or her or she getting
19 counsel and signing the document such that the waiver
20 is in place.

21 Q. Okay. So I represent TGC/Farkas Funding,
22 LLC. And you've received a waiver in writing saying
23 that there is no attorney/client privilege being
24 claimed with respect to TGC/Farkas Funding. So I want
25 to make sure I understand. Are you saying that you do

Sample footer

1 THE WITNESS: Finish your question. There is
2 no question. You haven't asked a question.

3 MS. TURNER: Because you interrupted me.

4 THE WITNESS: You haven't asked a question.

5 MS. TURNER: You interrupted me, sir.

6 THE WITNESS: Ask your question let me answer
7 it and let me go to the restroom. If you're going to
8 try to suppress or silence me, it's absurd.

9 MS. TURNER: Are you done?

10 THE WITNESS: What's your question?

11 MS. TURNER: Are you done?

12 THE WITNESS: Are you?

13 MS. TURNER: No. You keep interrupting me.

14 THE WITNESS: Ask your question.

15 BY MS. TURNER:

16 Q. When did you first receive the letter from
17 Matthew Farkas?

18 A. I couldn't tell you.

19 Q. Who gave it to you?

20 A. I don't know if it came from -- I don't know
21 if it came from him or if it came from another party.

22 Q. Who else provided you documents on behalf of
23 TGC/Farkas?

24 A. There may have been an exchange that included
25 Matthew and Mr. Bloom.

Sample footer

1 MS. TURNER: All right. Take your break.

2 THE WITNESS: Thank you so much.

3 (Whereupon, a recess was taken.)

4 BY MS. TURNER:

5 Q. Mr. Nahabedian, is there anybody in the room
6 with you?

7 A. I got to unmute there. Here we go.

8 Q. Is there anybody in the room with you?

9 MR. LARSEN: We're in the same room.

10 MS. TURNER: Is that Bart Larsen.

11 THE WITNESS: Mr. Larsen is here. No one
12 else is here.

13 BY MS. TURNER:

14 Q. And are you at your home office?

15 A. No, I'm not.

16 Q. Where are you?

17 MR. LARSEN: He's in my office.

18 THE WITNESS: Bart's office. Mr. Larsen's
19 office.

20 BY MS. TURNER:

21 Q. When was the first time you heard of
22 TGC/Farkas Funding, LLC?

23 A. Well, probably through a communication that
24 was expressed by a past or current client.

25 Q. Which past or current client?

Sample footer

1 A. I don't know if I can answer that because I
2 haven't received any written waiver to allow me to
3 provide information as it relates to the confidences
4 that were communicated to me by past or current
5 clients.

6 MR. GUTIERREZ: So the record will be clear,
7 Jay Bloom has no waiver of the attorney/client
8 privilege.

9 BY MS. TURNER:

10 Q. At all times that you have known about
11 TGC/Farkas Funding, LLC, have you had an
12 attorney/client relationship with Jay Bloom?

13 A. I think your question is vague and ambiguous
14 and is misleading. I indicated earlier that I
15 represent Mr. Bloom in a case, but for absolute
16 certainty, that case has nothing to do with the matter
17 that we're here for.

18 Q. If you could just listen to my question?

19 A. Oh, I'm listening. I answered it.

20 Q. My question is at all times that you have
21 known about TGC/Farkas Funding, LLC, have you had an
22 attorney/client relationship with Jay Bloom?

23 A. I have.

24 Q. And with respect to communications that you
25 have had with Jay Bloom regarding TGC/Farkas Funding,

Sample footer

1 LLC, you would agree with me that there would be no
2 attorney/client privilege; correct?

3 A. I would not agree with you at all and nor
4 does the state bar.

5 Q. So you're maintaining an attorney/client
6 privilege over your communications with Jay Bloom
7 regarding TGC/Farkas Funding, LLC; is that correct?

8 A. I am acting exactly as instructed by state
9 bar counsel, such that I'm not in violation of the
10 rules. Correct.

11 Q. So when you say that the speedway matter
12 where you are current counsel for Jay Bloom, that that
13 is different than the matter at hand with TGC/Farkas
14 Funding notwithstanding that those are different
15 matters, you maintain that your communications with
16 Jay Bloom not regarding the speedway but regarding
17 TGC/Farkas Funding are not privileged? I want to make
18 sure I understand your position.

19 A. Well, I never re meetly came close to saying
20 what you just said. I think he's deception and very
21 deceptive on your part.

22 Q. I'm asking you your position?

23 A. Mr. Bloom -- communications with me -- you
24 can laugh all you want and you can try to bee little me
25 all you want, but I don't find it funny to see an

Sample footer

1 attorney trying to get another attorney to violate
2 their obligations. My communications with Mr. Bloom as
3 I was informed by state bar counsel unambiguously, he's
4 a client and, therefore, he has an expectation and that
5 privilege applies. And I will not waive it. I have no
6 right to waive it. The law does not allow me to waive
7 it. There's one person who can waive it and that's
8 Mr. Bloom, Mr. Bloom's attorney joe Gutierrez, who is
9 on this deposition. He has expressed to you repeatedly
10 there is no waiver. Given such, I cannot and will not
11 waive it. You can laugh all you want, but I find it
12 insulting to see you laugh at me.

13 Q. Sir, I'm --

14 A. There you go, you're laughing again.

15 Q. I'm asking for -- I'm asking you for your
16 position.

17 A. I answered it. Asked and answered. And you
18 keep laughing at me because you don't like my position.

19 Q. Sir, I'm asking you your position.

20 A. I answered it.

21 Q. I am not asking for the communications
22 themselves. I want to make sure --

23 A. I answered it.

24 Q. I want to make sure I understand -- you
25 didn't. It's a yes or no question.

Sample footer

1 been so instructed by the state bar.

2 Q. And you maintain that you will not
3 communicate regarding your communications with
4 Matthew Farkas regarding TGC/Farkas Funding, LLC;
5 correct?

6 A. That is correct. I have also communicated
7 with Mr. Farkas' counsel. I have made it very clear as
8 to the expectations and understanding that I was to
9 receive a letter where a complete and understanding --
10 understandable waiver was given as to all parameters
11 and signed by the person who is waiving it. I have not
12 received that. And based there on, I will continue to
13 maintain -- I will continue to maintain the confidences
14 and privileges expected. I made that very clear to you
15 in all my communications as well.

16 Q. Until we get a ruling on the attorney/client
17 privilege, I want to make sure it's clear to you I'm
18 not asking you for the content of your communications.
19 If you can listen to my question. Have you had
20 meetings with Jay Bloom, in person meetings, any
21 in-person meeting, since December 18th, 2020?

22 A. I don't believe so.

23 Q. Have you received any documents from
24 Jay Bloom since December 18th, 2020?

25 A. I have received documents.

Sample footer

1 Q. What documents have you received from
2 Jay Bloom related to --

3 A. I don't have a right to disclose that
4 information. That falls within the parameters of the
5 privilege that I do not have the right to waive.

6 THE WITNESS: Joe, did you want to say
7 something?

8 MR. GUTIERREZ: I agree, Counsel. I'd object
9 on behalf of attorney/client privilege, and instruct
10 him not to answer.

11 BY MS. TURNER:

12 Q. And so there's no confusion, I'm only asking
13 for the identification of documents, not the contents,
14 the general descriptions of documents provided from
15 Jay Bloom related to TGC/Farkas Funding, LLC. Do you
16 have the same answer?

17 A. My answer to you stays the same. It's a
18 communication from a past or current client. My
19 responses will continue to stay the same until and
20 unless I receive an unequivocal waiver from either
21 Mr. Bloom or Mr. Farkas, which are signed and testified
22 to under full consultation and understanding. I will
23 continue to maintain the privilege as so instructed by
24 the bar.

25 Q. You agree with me that TGC/Farkas Funding,

Sample footer

1 LLC, as a purported former client, has a rightful
2 expectation that you will act in its best interest?

3 A. I can't agree with you because I have no idea
4 what you're asking me to agree with, even though your
5 question is expressed the way it is because I have no
6 understanding about what you're thinking about in terms
7 of what your question was asking. So what I am saying
8 to you is whatever my understanding is as it relates to
9 Mr. Farkas and TGC/Farkas Funding, LLC, as it relates
10 to the time period in which I was representing
11 Mr. Farkas and my apparently understanding of his
12 apparently authority to act on behalf of TGC/Farkas
13 Funding, LLC, that I will continue to assert this
14 privilege.

15 Q. You testified that you reviewed the operating
16 agreement of TGC/Farkas Funding, LLC. Did you receive
17 that document by email?

18 A. I believe so, yes.

19 Q. Email from whom?

20 A. I'm uncertain. It might have been a group
21 email.

22 Q. On group email involving whom?

23 A. You know, until I have clearance to express
24 from the person or party or whoever, complete waiver of
25 their rights and their privileges and their

Sample footer

1 past and current client, until I have the full and
2 absolute waiver signed by the party upon full
3 consultation, I will continue to assert the privilege
4 on behalf of these peoples or parties as so instructed
5 by the state bar.

6 Q. Did you have any communications with the MGA
7 firm regarding TGC/Farkas, LLC?

8 A. There were communications that your office
9 had sent out that I believe Mr. Maier, Jason Maier, was
10 involved and made comments about. I know that there
11 was some issues with respect to the settlement and I
12 made certain that I clarified to Mr. Ciciliano that I
13 had absolutely nothing to do with the negotiation or
14 drafting or anything relating to that settlement. And
15 I believe Mr. Maier included his comments about not
16 being involved in that. And then there was another
17 communication that was sent out about a filing that
18 Mr. Maier had sent over as it related to a filing that
19 was done to enforce settlement. I think that was sent
20 to everybody.

21 Q. Was there any communication with the MGA firm
22 participating other than those where the GTG firm was
23 also party to the communication?

24 A. What do you mean by GTG firm? I don't
25 understand that.

Sample footer

1 Q. My firm?

2 A. So you're saying were there other
3 communications? There may have been.

4 Q. Regarding what?

5 A. Again, whatever those contents of those
6 communications were, it would have pertained to --
7 again, I'm not going to violate any confidences. Until
8 I have parameter design for which I am able to provide
9 information, I am not going to expose myself to
10 potential liability whatsoever. So my position in
11 terms of maintaining confidences is going to stay the
12 same, complemented with all the prior assertions of
13 that objection by me in relation to preserving the
14 confidences of the past or current clients until a full
15 waiver upon full consultation is presented with
16 signature by the person who is waiving the privilege.

17 Q. You're refusing to disclose communications
18 with the MGA firm on the basis of attorney/client
19 privilege; is that correct?

20 A. I don't know who those communications
21 included. As they included a party who is represented,
22 currently or past, I don't want to violate those -- any
23 privilege. And until such waiver is given, I am going
24 to continue to err on the side of caution, as was
25 instructed to me by the state bar, was to make certain

Sample footer

1 that caution and diligence and dutiful to a past or
2 current client is maintained above all. So I am going
3 to err on caution. And until I receive a waiver from
4 the people or persons or parties involved, my position
5 will stay the same.

6 Q. Is it your position that a communication
7 between you and the MGA firm would be protectable,
8 protected, protectable, because MGA represents
9 Jay Bloom?

10 MR. GUTIERREZ: Objection. Form.

11 THE WITNESS: If there was a communication
12 with that -- with MGA as it relates to this matter and
13 that communication would include Mr. Bloom, I do not
14 want to violate any confidences in that regard. And so
15 my answer will stay the same.

16 BY MS. TURNER:

17 Q. Okay. So let me take Jay Bloom out of the
18 mix, just communications between you and the MGA firm.
19 Did you have any communications between you and the MGA
20 firm without Jay Bloom as an additional party?

21 A. As it relates solely and exclusively to this
22 matter?

23 Q. As it relates to this matter.

24 A. Independent -- no.

25 Q. So if you had a communication with MGA, it

Sample footer

1 would have either included my firm or it would have
2 included Jay Bloom; is that accurate?

3 A. Correct.

4 Q. Have you represented Matthew Farkas
5 previously?

6 A. No.

7 Q. How were you introduced to Matthew Farkas?

8 A. Through -- I was introduced to him through
9 Mr. Bloom.

10 Q. When?

11 A. Early January.

12 Q. Do you recall specifically when in January?

13 A. Maybe first week of January. I believe it
14 was the first week of January because I was suffering
15 from a serious back injury related to my sciatic nerve.

16 Q. All right. The first meeting with
17 Matthew Farkas, was it in person?

18 A. No.

19 Q. It was over the phone?

20 A. Either over the phone or email
21 communications.

22 Q. Now, the discussion between or among you,
23 Matthew Farkas and Jay Bloom, please describe your best
24 recollection.

25 A. I will not describe any recollection because

Sample footer

1 I will not divulge any of those conversations or
2 describe those conversations until and unless I receive
3 a waiver from both parties and persons such that a full
4 and unequivocal waiver is given signed by the party
5 waiving. I will not violate my obligations as
6 instructed by the state bar and I will continue to err
7 on the side of caution as instructed by the state bar.
8 So every one of these objections if they're expressed
9 differently, combine them all to make sure they all
10 come out to look identical.

11 Q. Did you believe that you were engaging in a
12 joint representation of Jay Bloom's interests and
13 Matthew Farkas' interest in this case?

14 A. I never believed that there was a -- if I
15 understand -- first of all, vague and ambiguous first.
16 I don't even understand what you mean by that. but I
17 was not involved in any settlement negotiations or any
18 settlement agreements or anything of that nature and
19 sort. So -- but in terms of any communications,
20 however those communications were expressed, I'm not
21 going to divulge that or give you an understanding as
22 to them until I have a waiver.

23 Q. Did you believe that you jointly represented
24 the interests of Jay Bloom and Matthew Farkas in this
25 case?

Sample footer

1 A. In this case, no.

2 Q. Did you believe that you were engaging in a
3 joint representation of Jay Bloom and TGC/Farkas
4 Funding, LLC?

5 A. I did not engage in joint representation.

6 Q. So with respect to communications with both
7 Matthew Farkas and Jay Bloom, wouldn't those be adverse
8 parties?

9 MR. GUTIERREZ: Objection. Form. Asked and
10 answered. This is dwelling into attorney/client
11 privilege communications that Mr. Nahabedian has
12 repeatedly objected to.

13 MR. LARSEN: It's not up to Mr. Nahabedian as
14 to Mr. There's a privilege. If the clients are
15 maintaining the privilege. He has to respect it and
16 only they can waive it.

17 BY MS. TURNER:

18 Q. Did you consider Jay Bloom and Matthew
19 Farkas' interests adverse to one another when you first
20 met or communicated with Jay Bloom and Matthew Farkas
21 jointly?

22 A. If I understand what you mean by adverse, all
23 I know is that the two of them settled something so I
24 don't know how they would be adverse if they came to an
25 understanding and agreement. So and that's the best

Sample footer

1 representation agreement and received that in return?

2 A. Possibly.

3 Q. Where did you come to have that
4 understanding?

5 MR. GUTIERREZ: Same objection.
6 Attorney/client privilege.

7 THE WITNESS: I don't want to waive any
8 confidences. All I can tell you is -- all I can tell
9 you is is that I sent you a letter on January 14th,
10 which is marked as Exhibit 2. And that was the -- I
11 mean, the contents of this letter are very
12 self-explanatory as to the purpose of my involvement.
13 I mean, it's written right here. This letter is, you
14 know, in black and white. It includes that letter from
15 Mr. Farkas dated January 6th.

16 BY MS. TURNER:

17 Q. When did you come in possession of the
18 settlement agreement?

19 A. You know, that's an interesting question
20 because I think I put in my letter a courtesy copy of
21 the fully executed settlement agreement is enclosed. I
22 don't know if I even had it when I sent this to you.
23 Because I didn't include it. I was looking at this
24 letter and I looked at the attachment. The attachment
25 is Mr. Farkas' January 6th letter and then my

Sample footer

1 substitution of counsel. And then it says in that
2 paragraph, a courtesy copy of the fully executed
3 settlement agreement is enclosed here in and it wasn't
4 enclosed. And I think that Mr. Ciciliano had indicated
5 in an email that I put that in there. And so then he
6 was asking me for it. And I think that -- I think that
7 after Mr. Ciciliano asked for, you know, or followed up
8 on that, there was a motion filed by Mr. Maier of MGA.
9 And I think I might have said to Mr. Ciciliano, the
10 settlement agreement is attached to the document that
11 we all received from Jason.

12 Q. Was the first time that you saw the
13 settlement agreement when it was attached to the MGA
14 motion?

15 A. I want to say that was the first time I saw
16 it. I can't remember the date of the filing of the
17 motion.

18 MS. TURNER: If you could just pop tab 8 up
19 on the screen for Mr. Nahabedian, Dylan.

20 THE WITNESS: Is this Exhibit 3?

21 MS. TURNER: No, no. This is tab 8. I'm
22 just popping it up to see if it refreshes your
23 recollection.

24 BY MS. TURNER:

25 Q. If you could look at the email.

Sample footer

1 behalf of TGC/Farkas Funding, LLC?

2 MR. GUTIERREZ: Objection.

3 THE WITNESS: I'm not going to answer that
4 question because, once again, it falls under the
5 privilege that I have routinely asserted on behalf of
6 Mr. Farkas or TGC/Farkas Funding, LLC.

7 MR. GUTIERREZ: Counsel, you've --

8 THE WITNESS: I'm going to continue to assert
9 the privilege --

10 (multiple cross-talking)

11 THE STENOGRAPHER: I'm sorry, gentlemen --
12 gentlemen --

13 THE WITNESS: -- until I have a waiver from
14 Ms. Farkas under full consultation by counsel, and
15 signed by Mr. Farkas, until I have that and a court can
16 decide and define the parameters thereof, I am going to
17 err on caution and abide by the state bar. I don't
18 have to answer.

19 MS. TURNER: Mr. Hogan, are you asserting
20 privilege with respect to communications with
21 Matt Farkas and Raffi Nahabedian involving Jay Bloom
22 and/or MGA?

23 MR. HOGAN: No, we are not. It's our
24 position that those were not privileged communications.
25 They involved third parties. It was not a discussion

Sample footer

1 between counsel and the client that was intended to be
2 kept confidential. If it was intended to be kept
3 confidential, Mr. Nahabedian would not have involved
4 both adversary party and adversary's party attorney on
5 that call.

6 THE WITNESS: First of all, Mr. Hogan, you
7 assume facts not in evidence. I didn't involve; okay.
8 So I really don't appreciate that assertion because
9 it's factually incorrect.

10 And, secondly, Mr. Hogan, I sent you a
11 correspondence specifically addressing what I needed
12 and based upon the instruction of state bar counsel.
13 Now, if you want to do what state bar counsel said and
14 you want to produce a letter as I requested, please do
15 so. You had advanced notice of such. I never received
16 such. And I am not going to act unless and until such
17 request has been satisfied.

18 So his representation here, I'm sorry, I will
19 say it again, I have a wife. I have children. I have
20 elderly parents. And I am not going to expose myself
21 to liability when I don't have anything to allow me to
22 do anything other than to assert the privilege. And I
23 will continue to do so.

24 The record is very clear. I am not going to
25 engage in shenanigans like this. He knows what I asked

Sample footer

1 him for. He knows what I requested. I never received
2 it, never. And I will not violate my obligations. And
3 I will continue to assert that which those people and
4 those parties deserve.

5 MR. HOGAN: Sir, is it your position that a
6 conversation between you and your client, whoever that
7 may be, and Mr. Farkas thought it was himself
8 individually, you're saying it's TGC/Farkas, but either
9 way, isn't the conversation involving your client and
10 adversary third parties, I don't understand how you're
11 qualifying that as protected in the first place.

12 THE WITNESS: You've made your point. I've
13 made my point very clear. You have the obligation and
14 the opportunity to address the needs of your client.
15 And as far as your assertion, Mr. Farkas' position that
16 you just asserted that it's personal, I think you
17 should read the January 6, 2020 letter from Mr. Farkas
18 to Erika Pike Turner.

19 BY MS. TURNER:

20 Q. You know that that letter dated January 6,
21 2021, was never sent to me until it was attached to
22 your letter of January 14th, 2021; correct,
23 Mr. Nahabedian?

24 A. I don't know. All I know is I attached it,
25 but I don't know if you had it before or not.

Sample footer

1 have no idea of, which is my exact answer that I
2 previously gave.

3 Q. On or about January 9th, 2021, during a
4 telephone conference with you, Joseph Gutierrez,
5 Jay Bloom, and Matthew Farkas, Matthew Farkas said he
6 would check his emails regarding whether or not he
7 resigned his position as manager of TGC/Farkas Funding,
8 LLC; correct?

9 A. I will assert the same objection as I've
10 repeatedly done so. Unless you find this comical,
11 ma'am, I find that your repetitive questions trying to
12 get me to violate the privilege that I will continue to
13 assert, I don't find entertaining. I find it
14 demeaning, unprofessional, harassing. I can't make it
15 more clear. And I will again say, take all of my
16 objections and insert them here.

17 Q. Mr. Nahabedian, we have a transcript. If
18 your concern is that there be something in writing with
19 the waiver of privilege, if there is any privilege to
20 assert. But I'm asking you about a telephone
21 conference with Joseph Gutierrez and Jay Bloom being
22 involved. You heard Mr. Hogan say there is no
23 privilege to be asserted. And we're on a transcript.

24 A. Mr. Hogan's assertions don't apply and do not
25 comport with the state bar instruction. I'm sorry, he

Sample footer

1 is not a member of the state bar. Neither are you.
2 And I am not going to expose myself to liability. I'm
3 done; okay. I'm done with your harassing.

4 MR. GUTIERREZ: Mr. Hogan doesn't have the
5 ability to object on behalf of Jay Bloom. I do. He's
6 not waiving anything. You asked him the question about
7 Jay Bloom. Mr. Nahabedian has for multiple times
8 expressed his condition on that. Mr. Bloom is not
9 waiving that. Mr. Nahabedian has also signed a letter,
10 where it appears there's no signed waiver for
11 Ms. Farkas on this. So I believe he's in the right to
12 assert the privilege until a court decides this issue.

13 Now, counsel you continue to ask questions
14 that try to violate this privilege. We've been going
15 on this two hours now. This is harassing. You've made
16 your record. If you want to file a motion, you can do
17 so, but you've already -- you're repeatedly trying to
18 get him to violate the privilege when there are no
19 signed waivers on this issue.

20 MS. TURNER: So I am not trying to get into
21 any privilege. I am trying --

22 THE WITNESS: Every question you've asked has
23 nothing but you trying to get into the privilege.
24 That's why I've asserted it such a multitude of times.
25 I'm sorry that you feel that you haven't, which is why

Sample footer

1 you continue to go down this path, but you have. I
2 don't even understand what your objective and purpose
3 is. I'm trying to be as helpful as possible. I had
4 nothing to do with the settlement agreement. I had
5 nothing to do with the documents. I had nothing to do
6 with that. And until I found out your representation
7 and verified it,...

8 BY MS. TURNER:

9 Q. Is your position that you are not going to
10 discuss the detail of a January 9th, 2021 telephone
11 conference involving Jay Bloom and Joe Gutierrez and
12 Matthew Farkas, is it because Mr. Gutierrez is
13 asserting a claim or a privilege on behalf of Jay Bloom
14 or is it because you're rejecting Ken Hogan's
15 communication with you on this transcript that there is
16 no privilege being asserted on behalf of Matthew Farkas
17 where Jay Bloom and/or Joe Gutierrez was present?

18 A. So you have two questions in there. There
19 was two questions. And I will continue to assert the
20 privilege I've been continuously asserting.

21 Mr. Hogan received a correspondence from me.
22 He failed to address it. He knows what was requested.
23 And I made it clear to him that this was a request that
24 I was told to have from state bar. Mr. Hogan chose not
25 to address it.

Sample footer

1 And Mr. Hogan's representations on the
2 transcript mean nothing to me because I have a
3 verification from his client upon full consultation and
4 understanding. And until then, I'm sorry, I will
5 continue to assert as my obligations as instructed by
6 the state bar. I mean, this is just -- I mean, as
7 Mr. Gutierrez said, this is so harassing. I mean, how
8 much more, how much more?

9 Q. When you say that you're requiring full
10 consultation and understanding, are you referencing
11 obtaining informed consent of Matthew Farkas on behalf
12 of TGC/Farkas Funding, LLC?

13 A. I'm not Mr. Hogan's lawyer so let Mr. Hogan
14 figure that out and let Mr. Hogan do what he needs to
15 do as Mr. Farkas' counsel or TGC/Farkas' counsel, let
16 Mr. Hogan do what he needs to do and make sure that it
17 comports with the state bar and any and all other
18 requirements as required as it relates to maintaining
19 the privilege and the waiver thereof.

20 Q. So Mr. Hogan has communicated to you that he
21 believes he's effectively communicated his position. I
22 want to make sure we understand your position so he
23 can -- maybe we can take a break and Mr. Hogan can get
24 you something in writing.

25 MR. GUTIERREZ: Objection. Mischaracterizes

Sample footer

1 the testimony. Mr. Hogan clearly said he wasn't
2 waiving the privilege, and then about an hour later he
3 then said he was. So there's nothing in writing from
4 Mr. Farkas. And Mr. Nahabedian has the right to rely
5 on the fact that it's not in writing. So the record
6 will clearly reflect that Mr. Hogan did not waive it in
7 the beginning and now he is. So I don't know what else
8 you can get him to say that will change that.

9 MR. HOGAN: I just want to make clear that's
10 inaccurate. What I initially said was any
11 conversations with Mr. Nahabedian, not with
12 Mr. Nahabedian and the opposing parties. That's a
13 completely different scenario. You're misrepresenting
14 what I said, sir.

15 MR. GUTIERREZ: Counsel, there's nothing in
16 writing as to that scope, that waiver so at this stage,
17 unless your client has given you that ability to waive
18 that in writing and it's presented --

19 MR. HOGAN: So you want me to get my client
20 to waive a conversation that is clearly not privileged?

21 MR. GUTIERREZ: You're the one making the
22 determination, not me. At the end of the day,
23 Mr. Nahabedian is relying on state bar counsel, not my
24 opinion, not yours, and not defense counsel's.

25 MR. HOGAN: I can tell you state bar counsel

Sample footer

1 did not tell Mr. Nahabedian to withhold information
2 about a conversation involving third parties because
3 it's not privileged.

4 THE WITNESS: Mr. Hogan, were you on the
5 telephone call I had with state bar counsel, Mr. Hogan?
6 I'm just curious to know. Because you weren't, and I
7 know that for a fact. So you're on the transcript, on
8 the record, telling me something that you have no idea
9 of.

10 So now that we have established that you have
11 no idea of that conversation with state bar counsel,
12 which I have repeated during this interaction in this
13 deposition, if you're falsifying that information, then
14 I, even more so, I want the actual -- how about this.
15 We need to have a notary on any communication from
16 Mr. Farkas and all of the parameters of waiver so I can
17 make certain that it's Mr. Farkas that's waiving these
18 things.

19 I made it very clear in my communication with
20 you. And now you're making representations on the
21 record that you know are false because you weren't on
22 that call. And I find that very unbecoming and very
23 unprofessional. You have no idea about the
24 communication I had with state bar counsel.

25 MR. HOGAN: Why don't we take a break and

Sample footer

1 I'll call state bar counsel and get an answer to this
2 question.

3 THE WITNESS: Then, once you do, then we go
4 to the court, and then we have a determination there.
5 Because if you really want to know the full discussion
6 I had with state bar counsel, it doesn't stop there. I
7 am not going to jeopardize and expose myself to
8 liability because of what Ms. Turner thinks I have to
9 do or representations that you're making. Do you deny
10 the fact that I sent you a correspondence asking you
11 for certain things that are going to be signed and
12 attested to?

13 MR. HOGAN: No. And I believe that focused
14 on confidential information. And this, I'm saying, is
15 not confidential information under any standard of the
16 state bar.

17 THE WITNESS: Perhaps you should revisit my
18 engagement with you, and provide the document where
19 your client under informed consent, full understanding,
20 waives whatever it is and all the parameters so he
21 makes certain that he understands what he's waiving.
22 And then we can have a clarification and a narrowing of
23 such with this court to ensure that there is no
24 liability exposure.

25 MS. TURNER: Mr. Gutierrez, are you

Sample footer

1 maintaining that there is privilege that applies to
2 communications involving Mr. Nahabedian,
3 Matthew Farkas, and your office?

4 MR. GUTIERREZ: I'm not speaking on behalf of
5 Matthew Farkas at all. I'm saying that Mr. Nahabedian
6 was given an opinion by state bar counsel as to the
7 scope of his communication with Jay Bloom. And I am
8 asserting privilege on behalf of and Mr. Bloom clearly
9 has not waived that. That's his position.

10 MS. TURNER: So let me ask you --

11 MR. GUTIERREZ: What I'm saying is that, Mr.
12 Nahabedian sent a letter. There's been nothing in
13 writing signed by Mr. Farkas that has waived that. So
14 at this stage, his position is what it is.

15 MS. TURNER: I'm trying to understand your
16 position with respect to Jay Bloom. On just talking
17 about a conference call with Mr. Nahabedian, you,
18 Jay Bloom, and Matthew Farkas, are you asserting a
19 privilege?

20 MR. GUTIERREZ: I believe that, according to
21 the way the state bar counsel has outlined the scope,
22 because he is active counsel for Mr. Bloom. He's
23 active counsel for Mr. Bloom. And any litigation
24 before this judge, to err on the side of caution, yes,
25 absolutely. I don't have the ability to waive that.

Sample footer

1 That's what I'm saying.

2 THE WITNESS: The only person that has the
3 ability to waive it is Mr. Farkas. So Mr. Hogan can
4 certainly get all the information you need. And
5 Mr. Hogan can disclose the information for Mr. Farkas.
6 Because he's the one who holds the privilege as it
7 relates to communications.

8 MR. GUTIERREZ: Mr. Bloom holds the
9 privilege, as well.

10 THE WITNESS: I'm not saying in terms of
11 that. I'm saying in terms of the communications as it
12 pertains to myself and Mr. Farkas.

13 MS. TURNER: That's what I'm trying to get to
14 the bottom of. Even if Mr. Hogan addresses Mr. Farkas,
15 I want to understand whether or not there would still
16 be a claim of privilege because Jay Bloom was involved
17 in the communication.

18 THE WITNESS: I have not -- based upon my
19 interaction with state bar, notwithstanding the fact
20 that Mr. Hogan was not on the call, my communication
21 with state bar was that I have to preserve the
22 confidences of past and current clients and shall
23 preserve until a waiver is received by them.

24 BY MS. TURNER:

25 Q. Okay. If Jay Bloom testified about the

Sample footer

1 telephone call, you would take that as a waiver
2 sufficient for you to discuss the document -- pardon
3 me -- the conversation?

4 A. I don't accept your hypothetical whatsoever
5 so let's just dispense with it. It's so irrelevant.

6 MS. TURNER: All right. If we could go to
7 tab 11, Dylan. And this will be Exhibit 3. This will
8 be Exhibit 3.

9 (Exhibit 3 was marked.)

10 MS. TURNER: He's going to pull it up and
11 email it to you so you can print it out. It's the
12 declaration of Jay Bloom so we're not talking about a
13 hypothetical.

14 Dylan, if we can go to paragraph 19.

15 Let me know when you've had a chance to
16 review paragraphs -- paragraph 19, Mr. Nahabedian.

17 MR. GUTIERREZ: Counsel, just for the record,
18 my firm is also on the deposition of the zoom call. If
19 I have to step away, she can cover. I'll be right
20 back.

21 THE WITNESS: In the center of my screen it
22 says, "recording." Does anybody know -- I'm not
23 familiar with Zoom -- is this being recorded?

24 THE STENOGRAPHER: By me.

25 MS. TURNER: It is by the court reporter.

Sample footer

1 THE WITNESS: As a video recording or just
2 for audio for reproduction purposes?

3 THE STENOGRAPHER: It's being recorded by me
4 for my purposes only.

5 THE WITNESS: For microphone purpose only?

6 THE STENOGRAPHER: My, my purposes.

7 THE WITNESS: Okay. Because, typically, when
8 you have a video recording, you have to have a
9 videographer who attests to the videography of the
10 deposition. And I did not hear any of that whatsoever.
11 So when I see "recording," I'm a bit concerned about
12 the fact that someone is recording this when we didn't
13 have a videographer testify on the record as to his
14 credentials or her credentials.

15 So are you saying that no one will be
16 receiving a video recording and that this is merely for
17 your sole and exclusive purpose, and it's solely and
18 exclusively for video -- excuse me -- for audio
19 reproduction.

20 THE STENOGRAPHER: Yes.

21 BY MS. TURNER:

22 Q. All right. Have you had a chance to review
23 the paragraph 19 of Exhibit 3?

24 A. I read paragraph 19 of Exhibit 3, and only
25 paragraph 19 of Exhibit 3, but I have not read any

Sample footer

1 other portions of this.

2 Q. Okay. At paragraph 19, it provides, "On or
3 about January 9, 2021, during a telephone conference
4 with TGC/Farkas Funding, LLC, counsel, Raffi
5 Nahabedian, Joseph Gutierrez, and myself," Jay Bloom --
6 I added the Jay Bloom -- "Matthew Farkas continued to
7 state that he has no recollection of resigning his
8 position as manager, but he would check his emails."

9 Do you see that?

10 A. I do see that.

11 Q. So whether or not Matthew Farkas had
12 authority as manager of TGC/Farkas Funding, LLC was the
13 subject of your communication on or about January 9th,
14 2021; correct?

15 A. Ma'am, I'm going to say it one more time.
16 I'm not going to assert any affirmation to your
17 question to say correct or not correct. I will say
18 that paragraph 19 speaks for itself and is an
19 expression by Mr. Bloom. And I will not provide any
20 further comment or testimony other than the fact that
21 I've read paragraph 19 and that is an expression of
22 Mr. Bloom and not mine.

23 Q. On January 10th, 2021, Matthew Farkas told
24 your client, Jay Bloom, he found an email where he
25 signed a September 2020 amendment to the TGC/Farkas

Sample footer

1 A. What I provided was contained in my
2 January 14, 2021 communications to you.

3 Q. All right. If we could go to January 2, that
4 January 14th, 2021 correspondence. If we go to the
5 third paragraph, there is a description of Mr. Farkas
6 having growing concern about GTG representation of
7 TGC/Farkas Funding, LLC.

8 Do you see that?

9 A. I do.

10 Q. Is the this paragraph based on anything
11 beyond the January 6, 2021 letter that's attached to
12 the communication?

13 A. As I understand, there was a retainer
14 agreement with your firm. And that there were
15 interlineations to that agreement. Other than that, I
16 could not proceed to say anything further without
17 inviting client's right to confidence.

18 Q. Who provided you my firm's retention
19 agreement with TGC/Farkas Funding, LLC?

20 A. A party that would be expecting
21 confidentiality.

22 Q. You're refusing to disclose who gave you
23 the --

24 A. I don't want to violate any confidentiality.
25 So, you know, you have the obligation or you have the

Sample footer

1 in the settlement agreement.

2 So if it was wrong, then, as you clearly
3 know, there's maxims in law where something isn't true
4 you raise it or you can assume it is true and the
5 person is asserting the truth of the matter asserted.

6 At no point is the contents -- have I
7 received any dispute of the contents of my letter. And
8 had there been, I would never have -- have gone
9 forward. If I didn't have the signature of Mr. Farkas
10 I wouldn't have gone forward. If he disputed the
11 contents of my communication, I wouldn't have gone
12 forward. Okay? I would not have gone forward.

13 MR. GUTIERREZ: It's 5:00 o'clock right now.
14 I have to go. So I highly suggest that let's find a
15 place to break and figure out how we're going to get
16 you the answer after a motion is filed.

17 THE WITNESS: Sorry about that, Joe.

18 The court reporter is named Kimberly Farkas.
19 Are you related to --

20 MS. TURNER: Of course not. We would never
21 hire anybody --

22 THE WITNESS: She's not?

23 MS. TURNER: No.

24 THE WITNESS: My gosh, that's such a
25 coincidence. That's pretty crazy though.

Sample footer

Exhibit 3

From: Erika Turner
Sent: Friday, February 12, 2021 6:28 PM
To: 'Joseph Gutierrez'; Danielle Barraza; 'Ken Hogan'
Cc: Dylan Ciciliano
Subject: TGC Farkas Funding, LLC

Counsel,

We currently have a meet-and-confer scheduled for 10 am on Monday to discuss the scope of the deposition of TGC/Farkas Funding, LLC under NRCP 30(b)(6).

In addition, we now have various claims of privilege that have been asserted in the case, which need to be discussed and, for efficiency's sake, I suggest we discuss at the same time. In particular, I need to understand the basis for your asserting privilege over communications:

- 1) Between Raffi Nahabedian and Matthew Farkas when Mr. Nahabedian never purported to represent Mr. Farkas in his individual capacity. It is TGC Farkas Funding, LLC's position that the privilege is owned by TGC Farkas Funding, LLC and that it has the authority to waive that privilege.
- 2) Between Raffi Nahabedian and Jay Bloom and/or members of the Maier Gutierrez & Assoc. firm (MGA) relating to TGC Farkas Funding, LLC and/or the subject litigation, the settlement agreement, and/or the retention of Mr. Nahabedian. There is no privilege that extends to communications with adverse parties to TGC Farkas Funding, LLC.
- 3) Where Jay Bloom or members of the Maier Gutierrez & Assoc. firm were participants with Matthew Farkas and Raffi Nahabedian on communications. Again, the inclusion of Jay Bloom and/or the lawyers busts the privilege as they are adverse.

If you have authority to provide for my consideration prior to the meet-and-confer, it would be appreciated.

I previously provided my dial-in for the conference; however, given the importance of these issues and to ensure professionalism of counsel during the exchange, Zoom credentials will be provided before the meeting and the meeting will be reported by a court reporter with all parties having an opportunity to order a transcript.

Erika Pike Turner

Partner

GARMAN | TURNER | GORDON

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eturner@gtg.legal

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Exhibit 4

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DISTRICT COURT
CLARK COUNTY, NEVADA

* * * * *

TGC/FARKAS FUNDING, LLC,
Plaintiff,

vs.

Case No. A-20-822273-C
Dept. No. 13

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

Defendants.

REMOTE VIDEOCONFERENCE MEETING BETWEEN COUNSEL

Taken on February 15, 2021

At 10:00 a.m.

Reported by: Kimberly A. Farkas, RPR, CCR #741
Realtime Trials Reporting

Sample footer

1 APPEARANCES (via Zoom)

2
3
4 For the Plaintiff:

5
6 ERIKA PIKE TURNER, ESQ.
7 DYLAN T. CICILIANO
8
9

10
11 For the Defendants:

12
13 JOSEPH A. GUTIERREZ, ESQ.
14 Maier Gutierrez & Associates
15 address 1
city state zip
Phone
16
17
18
19
20
21
22
23
24
25

Sample footer

1 don't have to respond to 1.

2 MS. TURNER: Right. So communications
3 between Raffi and Jay Bloom regarding TGC/Farkas, those
4 wouldn't be privileged. And telephone communications
5 or emails where Jay Bloom and Matt Farkas are on there
6 or Jay Bloom, you, and Matt Farkas are on there, or you
7 and Jay Bloom are on there related to this matter only,
8 those are the -- those are the, really the issues that
9 we're trying to discover. And there should be no
10 privilege.

11 MR. GUTIERREZ: Hold on a second. I'll
12 looking at your email now. Number 3, where Jay Bloom
13 or members of MGA were participants with Matt Farkas
14 and Raffi on communications, I don't agree with that
15 position. I'm not going to take the privilege on that.
16 But, again, I don't know, when it comes to Raffi
17 talking about this, that if he is concerned about state
18 bar counsel agencies position on that, that's not my
19 issue. I can't comment on that. but as far as for the
20 purposes of this call, when you ask Jay Bloom about
21 that, we're not going to assert the privilege on that.
22 I think to me that's our position on it. But I think
23 that's really if Farkas is communicating with Jay and
24 my firm and Raffi is on it, I think it's fair game.
25 You can ask him about that.

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1 MS. TURNER: And how about No. 2, between
2 Raffi and Jay Bloom and/or members of your firm
3 relating to TGC/Farkas where that's the subject matter
4 as opposed to your other matters?

5 MR. GUTIERREZ: Again, I haven't seen
6 anything in my research that says that that is
7 privileged. So, you know, unless I find something,
8 that's really kind of the position that we're not going
9 to really with Raffi and Jay or members of my firm
10 regarding that. So this is without --

11 MS. TURNER: This goes to the subject matter,
12 yeah, without Matt. But Raffi had said he had emails
13 with current or former clients. It had to be
14 Jay Bloom. I mean, who else is he going to be sending
15 it to. And he said that they may have included you.
16 Then we would just take the position -- then you look
17 at the subject matter. Is the subject matter just this
18 matter, then those aren't privileged.

19 MR. GUTIERREZ: My thought is that the minute
20 Raffi comes in on behalf of TGC/Farkas, he's adverse.
21 There's no privilege there. That's my thought
22 initially.

23 MS. TURNER: That's right.

24 MR. GUTIERREZ: The problem is you have --
25 and I know you've limited this to related to this

Sample footer

1 matter, which I think is appropriate. And I know Raffi
2 is concerned if he talks with me or Jay on the police
3 chase matter, that's privileged. But you're not asking
4 him about that. That's my thought. I just don't see
5 how the minute he comes in as counsel for TGC/Farkas or
6 Matt Farkas and he's communicating with us, he's
7 adverse, he's going to be like me communicating with
8 you.

9 MS. TURNER: Okay. We're on the same page.

10 MR. GUTIERREZ: Yeah. I think part of the
11 problem with Raffi on Friday, I think you're right, in
12 that he was taking -- he was just relying on the state
13 bar counsel's opinion on this and took an overly broad
14 scope of this and this is why I suggested having Bart
15 Larsen on so he can lay out that position and talk to
16 Raffi about it, but that's between them. But for our
17 purposes, for the deposition of First 100, that's the
18 position we'll take.

19 MS. TURNER: Okay. All right. Actually,
20 this was pretty productive, Joe.

21 MR. GUTIERREZ: I agree. I agree. I agree.
22 I think we'll get this knocked out -- just so you know
23 for Thursday, we're starting at 8:00 o'clock. Daniel
24 will cover for me. Then I'll jump back on as soon as
25 that's over for purposes of that. We'll start at 930

Sample footer

Exhibit 5

From: Erika Turner
Sent: Sunday, February 14, 2021 10:07 AM
To: 'Bart Larsen'
Cc: Dylan Ciciliano
Subject: TGC Farkas v Nahabedian

Bart,

Please advise a time tomorrow (Monday, 2.15) or Tuesday you are available to discuss your client Raffi Nahabedian's conduct during the deposition on Friday and next steps. He purported to represent my client TGC Farkas Funding, LLC so it is pretty unbelievable how hostile he was, and without regard to the prejudice his stonewall is causing that client. We should be on the same page, and his behavior actually exemplifies the heady matters at issue in this case.

Mr. Nahabedian refused to answer questions regarding any communications he has had with Jay Bloom and his/First 100's attorneys at MGA regarding this pending case despite his insistence that there was no concurrent conflict of interest that would interfere with his representation of TGC Farkas. First 100 and Jay Bloom are adverse to TGC Farkas in this matter and either any communication of Mr. Nahabedian with those adverse parties regarding this matter were not privileged because Mr. Nahabedian had no attorney-client relationship regarding this matter or there was an impermissible, unwaivable conflict of interest and no privilege could protect the communications. Either way, there is no privilege that would apply to any communications.

Most problematic and requiring immediate action, Mr. Nahabedian would not even identify the identity of the persons he was communicating with so that the privilege assertion could be properly analyzed by the parties and the court. He did not appear to understand his obligations as an attorney or as a witness subject to a subpoena. He should know that with any claim of privilege, whether in a log or in testimony, the identity of the persons participating in the communication, the date of the communication, the mode of communication and general description of the subject matter without disclosing confidences must be disclosed so that the parties and the court can analyze the claimed privilege. This is axiomatic. Also, the mere forwarding of pre-existing or otherwise non-privileged documents is never privileged.

There do not appear to be that many relevant communications since Mr. Nahabedian first learned of TGC Farkas Funding, LLC- no matter whether oral, text, in person, or email, Mr. Nahabedian should prepare a log of all his communications so that the Court can rule on any assertion of privilege. When I attempted to ask the questions to get those benchmark data

points, your client was as obstreperous as I have ever seen in a deposition and repeatedly refused to provide the information. And recall that he refused to produce any written emails or other documents in response to our earlier request (despite the resulting violation of the NRPC). During our meet-and-confer, I will be looking for your client's position on whether he will continue to refuse to provide the information.

The prejudice being caused by your client's stonewall is so profound, resulting in tens of thousands of dollars in damages to TGC Farkas Funding, LLC. All rights and remedies are expressly preserved.

Erika

Erika Pike Turner

Partner

GARMAN | TURNER | GORDON

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

7251 AMIGO STREET, SUITE 210
LAS VEGAS, NV 89119

www.gtg.legal

Exhibit 6

From: Erika Turner
Sent: Wednesday, February 17, 2021 7:58 AM
To: Bart Larsen
Cc: Dylan Ciciliano
Subject: RE: TGC Farkas v Nahabedian

Bart,
I have not received any log of the communications to date. As I mentioned on our call, we are tight on time. Please advise the ETA.

Erika Pike Turner

Partner

GARMAN | TURNER | GORDON

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

From: Erika Turner
Sent: Monday, February 15, 2021 9:08 AM
To: Bart Larsen <blarsen@shea.law>
Cc: Dylan Ciciliano <dciciliano@Gtg.legal>
Subject: RE: TGC Farkas v Nahabedian

I'll call you then.

Erika Pike Turner

Partner

GARMAN | TURNER | GORDON

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

From: Bart Larsen <blarsen@shea.law>
Sent: Monday, February 15, 2021 8:05 AM
To: Erika Turner <eturner@Gtg.legal>
Cc: Dylan Ciciliano <dciciliano@Gtg.legal>
Subject: RE: TGC Farkas v Nahabedian

I can be available for a call today at noon. Thanks.

Bart K. Larsen, Esq.
SHEA LARSEN
1731 Village Center Circle, Suite 150
Las Vegas, Nevada 89134

Office: (702) 471-7432
Direct: (702) 255-0098
Mobile: (702) 321-6528
Email: blarsen@shea.law

This message was sent from Shea Larsen and is intended only for the designated recipient(s). It may contain confidential or proprietary information and may be subject to the attorney-client privilege or other confidentiality protections. If you are not a designated recipient, you may not review, copy or distribute this message. If you receive this in error, please notify the sender by reply e-mail and delete this message. Thank you.

From: Erika Turner <eturner@Gtg.legal>
Sent: Sunday, February 14, 2021 10:07 AM
To: Bart Larsen <blarsen@shea.law>
Cc: Dylan Ciciliano <dciciliano@Gtg.legal>
Subject: TGC Farkas v Nahabedian

Bart,

Please advise a time tomorrow (Monday, 2.15) or Tuesday you are available to discuss your client Raffi Nahabedian's conduct during the deposition on Friday and next steps. He purported to represent my client TGC Farkas Funding, LLC so it is pretty unbelievable how hostile he was, and without regard to the prejudice his stonewall is causing that client. We should be on the same page, and his behavior actually exemplifies the heady matters at issue in this case.

Mr. Nahabedian refused to answer questions regarding any communications he has had with Jay Bloom and his/First 100's attorneys at MGA regarding this pending case despite his insistence that there was no concurrent conflict of interest that would interfere with his representation of TGC Farkas. First 100 and Jay Bloom are adverse to TGC Farkas in this matter and either any communication of Mr. Nahabedian with those adverse parties regarding this matter were not privileged because Mr. Nahabedian had no attorney-client relationship regarding this matter or there was an impermissible, unwaivable conflict of interest and no privilege could protect the communications. Either way, there is no privilege that would apply to any communications.

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There do not appear to be that many relevant communications since Mr. Nahabedian first learned of TGC Farkas Funding, LLC- no matter whether oral, text, in person, or email, Mr. Nahabedian should prepare a log of all his communications so that the Court can rule on any assertion of privilege. When I attempted to ask the questions to get those benchmark data points, your client was as obstreperous as I have ever seen in a deposition and repeatedly refused to provide the information. And recall that he refused to produce any written emails or other documents in response to our earlier request (despite the resulting violation of the NRPC). During our meet-and-confer, I will be looking for your client's position on whether he will continue to refuse to provide the information.

The prejudice being caused by your client's stonewall is so profound, resulting in tens of thousands of dollars in damages to TGC Farkas Funding, LLC. All rights and remedies are expressly preserved.

Erika

Erika Pike Turner

Partner

GARMAN | TURNER | GORDON

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

7251 AMIGO STREET, SUITE 210
LAS VEGAS, NV 89119

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Exhibit 7

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,

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

vs.

**DECLARATION OF MATTHEW
FARKAS**

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.

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 201^{6 MF}₁, 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 /s/ _____
Matthew Farkas, Declarant

25 4828-3679-3816, v. 1
26
27
28

Exhibit 8

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

RA0127

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

RA0129

RAFFI A. NAHABEDIAN

7408 Doe Avenue

Las Vegas, Nevada 89117

Tel: (702) 379-9995 / 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**
7 **CLARK COUNTY, NEVADA**

8 TGC/FARKAS FUNDINGG, LLC,

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.
23 Law Office of Raffi A. Nahabedian
7408 Doe Avenue
24 Las Vegas, NV 89117

25 Dated this 4th day of January, 2021.

LAW OFFICE OF RAFFI A. NAHABEDIAN

26 By: 

Raffi A. Nahabedian, Esq.
Attorneys Plaintiff

RAFFI A. NAHABEDIAN
7408 Doe Avenue
Las Vegas, Nevada 89117
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

7408 Doe 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 9

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

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.

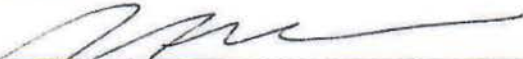
Therefore, you hereby state that TGC/Farkas Funding, LLC continues to request my limited services as expressed herein and to represent it in this matter for the specified

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

Exhibit 10

Civil/Criminal Case Records Search Results

[Skip to Main Content](#) [Logout My Account](#) [Search Menu](#) [New District Civil/Criminal Search](#) [Refine Search](#)
Location : [District Court Civil/Criminal](#) [Help](#)**Record Count: 72****Search By:** Attorney **Party Search Mode:** Name **Last Name:** nahabedian **First Name:** raffi **All All** **Sort By:** Filed Date

| Case Number | Citation Number | Style/Defendant Info | Filed/Location | Type/Status | Charge(s) |
|-------------------------------|-----------------|--|-----------------------------|---|-----------|
| 03A461383 | | Wells Fargo Overdraft Recovery vs Shawn Lamb | 01/03/2003 Department 31 | Breach of Contract Closed | |
| 03A472702 | | Cynthia Reber vs James Hogan MD, James Hogan MD MPH Ltd | 08/25/2003 Department 11 | Malpractice - Medical/Dental Closed | |
| 04A480987 | | Air Travel Partners LLC vs E G Rading Inc, Waddell Engineering Inc, et al | 02/20/2004 Department 23 | Negligence - Premises Liability Closed | |
| 04A484428 | | Zuffa LLC vs Wesley Correia | 04/22/2004 Department 11 | Breach of Contract Closed | |
| 04A484487 | | Bobby Suell vs Estate Of Salvatore C Virga, Karen Virga, et al | 04/23/2004 Department 1 | Negligence - Other Negligence Closed | |
| 04A488461 | | BJ Penn vs Zuffa LLC | 07/08/2004 Department 32 | Breach of Contract Closed | |
| 07A540521 | | Painting Co LLC, Plaintiff(s) vs. Philip Morgan Company, Defendant(s) | 05/02/2007 Department 3 | Title to Property Closed | |
| 07A551397 | | David Clark, Ann Clark, et al vs Cay Clubs International LLC, CC704 LLC, et al | 11/07/2007 Department 11 | Business Court Closed | |
| 08A563260 | | Norma Ibarra, El Pedregal Banquets LLC vs TBM Properties LLC, Capital Commercial Holdings LLC, et al | 05/16/2008 Department 13 | Business Court Closed | |
| 08A563815 | | Highrise Assoc LLC, Plaintiff(s) vs. Trump Ruffin Tower I LLC, Defendant(s) | 05/27/2008 Department 15 | Other Civil Filing Closed | |
| A-09-604782-B | | Vegas South Partners LLC, Plaintiff(s) vs. Mandalay Place, Defendant(s) | 12/03/2009 Department 11 | Business Court Closed | |
| A-10-609409-C | | Associates Asset Management vs. Miguel Rios | 02/01/2010 Department 16 | Breach of Contract Closed | |
| A-11-646530-C | | Paula Saad, Plaintiff(s) vs. Las Vegas Sands Corp., Defendant(s) | 08/11/2011 Department 18 | Negligence - Premises Liability Closed | |
| A-11-650362-C | | Kelley Jones, Plaintiff(s) vs. Todd English, Defendant(s) | 10/21/2011 Department 1 | Breach of Contract Closed | |
| A-13-675518-C | | First 100 LLC, Plaintiff(s) vs. Bank of New York Mellon, Defendant(s) | 01/23/2013 Department 5 | Title to Property Dismissed | |
| A-13-677349-C | | Kal-Mor USA LLC, Plaintiff(s) vs. First Horizon Home Loan Corporation, Defendant(s) | 02/26/2013 Department 23 | Title to Property Dismissed | |

| | | | |
|-------------------------------|--|-----------------------------|--------------------------------------|
| A-13-677351-C | Kal-Mor-USA, LLC, Plaintiff(s) vs. Recontrust Company, Defendant(s) | 02/26/2013 Department 8 | Title to Property Closed |
| A-13-677352-C | First 100 LLC, Plaintiff(s) vs. Bank of America, Defendant(s) | 02/26/2013 Department 29 | Title to Property Closed |
| A-13-677354-C | First 100 LLC, Plaintiff(s) vs. National Default Servicing Corporation, Defendant(s) | 02/26/2013 Department 16 | Title to Property Closed |
| A-13-677358-C | Kal-Mor-USA, LLC, Plaintiff(s) vs. EMC Mortgage Corporation, Defendant(s) | 02/26/2013 Department 31 | Title to Property Closed |
| A-13-677360-C | First 100 LLC, Plaintiff(s) vs. Saxon Mortgage Inc, Defendant(s) | 02/26/2013 Department 16 | Title to Property Dismissed |
| A-13-682128-C | Manuel Martinez, Plaintiff(s) vs. First 100 LLC, Defendant(s) | 05/21/2013 Department 29 | Title to Property Dismissed |
| A-14-696989-C | Kal-Mor USA LLC, Plaintiff(s) vs. Bank of America, Defendant(s) | 02/28/2014 Department 6 | Title to Property Dismissed |
| A-14-701791-C | Kal-Mor-USA, LLC, Plaintiff(s) vs. Security Atlantic Mortgage Co Inc, Defendant(s) | 06/03/2014 Department 16 | Title to Property Closed |
| A-14-702967-C | Katelyn McCullough, Plaintiff(s) vs. Marc Grock, Defendant(s) | 06/24/2014 Department 2 | Other Tort Closed |
| A-14-703039-C | Kal-Mor-USA, LLC, Plaintiff(s) vs. Bank of New York Mellon, Defendant(s) | 06/25/2014 Department 5 | Title to Property Closed |
| A-14-704680-C | Kal-Mor-USA, LLC, Plaintiff(s) vs. Suntrust Mortgage Inc, Defendant(s) | 07/30/2014 Department 30 | Other Title to Property Closed |
| A-14-704691-C | Kal-Mor-USA LLC, Plaintiff(s) vs. Bank of America, Defendant(s) | 07/30/2014 Department 15 | Other Title to Property Dismissed |
| A-14-704693-C | Kal-Mor-USA LLC, Plaintiff(s) vs. Barrington Capital Corporation, Defendant(s) | 07/30/2014 Department 29 | Other Title to Property Closed |
| A-14-704696-C | Kal-Mor-USA LLC, Plaintiff(s) vs. Countrywide Home Loans Inc, Defendant(s) | 07/30/2014 Department 22 | Other Title to Property Closed |
| A-14-704701-C | Kal Mor USA LLC, Plaintiff(s) vs. Citimortgage Inc., Defendant(s) | 07/30/2014 Department 5 | Other Title to Property Closed |
| A-14-704704-C | Kal-Mor-USA LLC, Plaintiff(s) vs. Green Tree Servicing LLC, Defendant(s) | 07/30/2014 Department 28 | Other Title to Property Closed |
| A-14-704728-C | Kal Mor USA LLC, Plaintiff(s) vs. Bank of New York Mellon, Defendant(s) | 07/31/2014 Department 19 | Other Title to Property Closed |
| A-14-704729-C | Kal Mor USA LLC, Plaintiff(s) vs. Ditech Financial LLC, Defendant(s) | 07/31/2014 Department 8 | Other Title to Property Closed |
| A-14-704734-C | Kal Mor USA LLC, Plaintiff(s) | 07/31/2014 | Other Title to Property |

| | | | |
|-------------------------------|---|-----------------------------|--------------------------------------|
| | vs. HSBC Bank USA, Defendant(s) | Department 15 | Dismissed |
| A-14-704781-C | Kal-Mor-USA LLC, Plaintiff(s) | 07/31/2014 | Other Title to Property |
| | vs. Bank of America NA, Defendant(s) | Department 2 | Dismissed |
| A-14-704783-C | Kal-Mor-USA LLC, Plaintiff(s) | 07/31/2014 | Other Title to Property |
| | vs. BAC Home Loan Servicing LP, Defendant(s) | Department 15 | Dismissed |
| A-14-705366-C | Kal-Mor-USA LLC, Plaintiff(s) | 08/12/2014 | Other Title to Property |
| | vs. Federal National Mortgage Association, Defendant(s) | Department 8 | Dismissed |
| A-14-705587-C | First 100 LLC, Plaintiff(s) vs. BAC Home Loan Servicing LP, Defendant(s) | 08/15/2014 Department 26 | Other Title to Property Closed |
| A-14-705589-C | Kal Mor USA LLC, Plaintiff(s) vs. Green Tree Servicing LLC, Defendant(s) | 08/15/2014 Department 15 | Other Title to Property Dismissed |
| A-14-705618-C | Kal -Mor- USA LLC, Plaintiff(s) vs. Mortgageit Inc, Defendant(s) | 08/15/2014 Department 2 | Other Title to Property Closed |
| A-14-705619-C | Kal Mor USA LLC, Plaintiff(s) vs. World Savings Bank FSB, Defendant(s) | 08/15/2014 Department 27 | Other Title to Property Dismissed |
| A-14-705621-C | Kal Mor USA LLC, Plaintiff(s) vs. Bank of America NA, Defendant(s) | 08/15/2014 Department 11 | Other Title to Property Closed |
| A-14-705622-C | Kal Mor USA LLC, Plaintiff(s) vs. Homecomings Financial Network Inc, Defendant(s) | 08/15/2014 Department 13 | Other Title to Property Dismissed |
| A-14-705633-C | Kal-Mor-USA, LLC, Plaintiff(s) vs. Bank of New York Mellon, Defendant(s) | 08/15/2014 Department 26 | Other Title to Property Closed |
| A-14-705634-C | Kal-Mor-USA, Plaintiff(s) vs. Greenpoint Mortgage Funding Inc, Defendant(s) | 08/15/2014 Department 8 | Other Title to Property Closed |
| A-14-709176-C | High Score Entertainment, Plaintiff(s) vs. Genesis 2013 LLC, Defendant(s) | 10/30/2014 Department 11 | Other Contract Closed |
| A-15-715215-C | Kal-Mor-USA LLC, Plaintiff(s) vs. Wells Fargo Bank, Defendant(s) | 03/13/2015 Department 27 | Other Title to Property Closed |
| A-15-715229-C | Kal-Mor-USA LLC, Plaintiff(s) vs. JP Morgan Chase Bank NA, Defendant(s) | 03/13/2015 Department 11 | Other Title to Property Dismissed |
| A-15-715230-C | Kal-Mor USA LLC, Plaintiff(s) vs. Wilmington Trust Company, Defendant(s) | 03/13/2015 Department 30 | Other Title to Property Closed |
| A-15-715275-C | Kal Mor USA LLC, Plaintiff(s) vs. Greenpoint Mortgage Funding Inc, Defendant(s) | 03/13/2015 Department 27 | Other Title to Property Closed |
| A-15-715638-C | Kal-Mor-USA LLC, Plaintiff(s) vs. HSBC Bank USA NA, Defendant(s) | 03/20/2015 Department 14 | Other Title to Property Dismissed |
| A-15-718075-C | OC Modeling LLC, Plaintiff(s) | 05/07/2015 | Other Contract |

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| | vs. Jason Quinlan, Defendant(s) | Department 27 | Closed |
| A-16-730447-C | Kal-Mor-USA LLC, Plaintiff(s) vs. Omni Financial LLC, Defendant(s) | 01/19/2016 Department 16 | Other Contract Closed |
| A-16-739656-C | OC Modeling LLC, Plaintiff(s) vs. Jason Quinlan, Defendant(s) | 07/07/2016 Department 25 | Other Contract Closed |
| A-16-739671-B | Humann Building Solutions LLC, Plaintiff(s) vs. Alexander Dawson School at Rainbow Mountain LLC, Defendant(s) | 07/07/2016 Department 27 | Other Business Court Matters Closed |
| A-16-743511-C | Diversified Modalities Marketing Ltd, Plaintiff(s) vs. Nevada Department of Health and Human Services, Defendant(s) | 09/15/2016 Department 26 | Other Civil Matters Closed |
| A-17-753963-C | Alexandra Duncan, Plaintiff(s) vs. Desert Palace Inc, Defendant(s) | 04/13/2017 Department 19 | Negligence - Other Negligence Open |
| A-17-764803-C | Javad Kaviani, Plaintiff(s) vs. Branch Banking & Trust Company Mortgage, Defendant(s) | 11/16/2017 Department 18 | Other Title to Property Dismissed |
| A-18-767907-C | MediRec, LLC, Plaintiff(s) vs. RH Medical, Inc., Defendant(s) | 01/17/2018 Department 31 | Other Civil Matters Dismissed |
| A-18-780665-C | Surrey Abderrazik, Plaintiff(s) vs. Ernie Hayes, Jr., Defendant(s) | 09/07/2018 Department 18 | Negligence - Auto Dismissed |
| A-19-787207-C | Laura Patricio-Bellizzi, Plaintiff(s) vs. Wells Fargo Bank, N.A., Defendant(s) | 01/09/2019 Department 5 | Other Civil Matters Closed |
| A-19-789374-C | Alexander Smallwood, Plaintiff(s) vs. Blake Day, Defendant(s) | 02/13/2019 Department 27 | Negligence - Premises Liability Dismissed |
| A-19-791725-C | Raffi Nahabedian, Plaintiff(s) vs. Joy Lovell, Defendant(s) | 03/26/2019 Department 19 | Negligence - Auto Dismissed |
| A-19-792119-C | All Things Integrated LCC, Plaintiff(s) vs. Sake Rok, Defendant(s) | 04/01/2019 Department 8 | Other Contract Open |
| A-19-801688-B | Steve Soffa, Plaintiff(s) vs. Darren Manzari, Defendant(s) | 09/10/2019 Department 27 | NRS Chapters 78-89 Dismissed |
| A-20-809882-B | Nevada Speedway LLC, Plaintiff(s) vs. Police Chase Las Vegas LLC, Defendant(s) | 02/05/2020 Department 13 | Other Business Court Matters Open |
| A-20-813254-C | ATCSOFFA LLC, Plaintiff(s) vs. Steve Soffa, Defendant(s) | 04/03/2020 Department 26 | Other Contract Open |
| A-20-815471-C | Randolph Ramsey, Plaintiff(s) vs. Harrah's Las Vegas, LLC, Defendant(s) | 05/26/2020 Department 26 | Negligence - Premises Liability Open |
| A-20-815498-C | Laura Patricio-Bellizzi, Plaintiff(s) vs. Wells Fargo Bank, N.A., Defendant(s) | 05/26/2020 Department 28 | Other Civil Matters Closed |
| A-20-816258-C | Steve Soffa, Plaintiff(s) vs. | 06/09/2020 | Other Contract |

[A-20-826553-C](#)

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| ATCSOFFA LLC, Defendant(s) | Department 22 | Open |
| OC Modeling , LLC, Plaintiff(s) vs. Kevin Casali, Defendant(s) | 12/16/2020 Department 19 | Other Civil Matters Open |

Select A Case

Raffi A. Nahabedian is an attorney in 11 cases.

| | | | |
|---------------------------------------|--|----------------|-----------------|
| 2:08-cv-01262-JCM-GWF | Zimmerman et al v. Davis | filed 09/22/08 | closed 04/27/09 |
| 2:09-cv-01070-RLH-LRL | Tschetter et al v Palms Place LLC | filed 06/12/09 | closed 11/30/09 |
| 2:09-cv-01104-MMD-VCF | BP Professionals, LLP et al v. Wishna | filed 06/19/09 | closed 10/31/12 |
| 2:11-cv-01893-JCM-PAL | Jones v. Simon Todd, LLC | filed 11/23/11 | closed 11/14/12 |
| 2:13-cv-00680-LDG-NJK | Kal-Mor-USA, LLC v. Bank of America, NA et al | filed 04/22/13 | closed 09/21/17 |
| 2:13-cv-00682-GMN-PAL | Kal-Mor-USA, LLC v. US Bank et al | filed 04/22/13 | closed 03/23/18 |
| 2:13-cv-01046-GMN-PAL | Kal-Mor-USA, LLC v. Residential Credit Solutions, Inc. | filed 06/12/13 | closed 05/22/18 |
| 2:15-cv-01088-MMD-CWH | Hawk Technology Systems, LLC | filed 06/09/15 | closed 10/19/15 |
| 2:15-cv-01095-JAD-NJK | Hawk Technology Systems, LLC v. Colorado Belle Gaming, LLC | filed 06/09/15 | closed 10/27/15 |
| 2:16-cv-00099-RFB-CWH | First 100 LLC et al v. Omni Financial LLC et al | filed 01/18/16 | closed 02/16/17 |
| 2:16-cv-00109-RFB-GWF | Kal-Mor-USA, LLC v. Omni Financial, LLC et al | filed 01/20/16 | closed 01/02/17 |

PACER Service Center

Transaction Receipt

02/11/2021 11:36:35

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| Login: | | Code: | |
| Description: | Search | Search Criteria: | Last Name: Nahabedian First Name: Raffi |
| Billable Pages: | 1 | Cost: | 0.10 |

Exhibit 11

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1 Matthew Farkas and I believed to be in his capacity as Manager of TGC/Farkas Funding, LLC, as we
2 both desired that there be no more litigation.

3 11. Matthew Farkas represented to me up to and through January 11, 2021, that he had
4 never resigned his position as Manager of TGC/Farkas Funding, LLC. I reasonably relied upon this
5 representation, and I recalled seeing the declaration from Adam Flatto from August 2020 in the
6 underlying arbitration matter, where Mr. Flatto had confirmed that Mr. Farkas was the Manager of
7 TGC/Farkas Funding, LLC which added to my reasonable belief that Mr. Farkas had authority to sign
8 a settlement agreement on behalf of TGC/Farkas Funding, LLC. This is why I agreed to settle the
9 case with Mr. Farkas instead of reaching out to negotiate with Adam Flatto of TGC 100 Investor,
10 LLC, the other member of TGC/Farkas Funding, as I wanted to deal with the member that actually
11 had authority to bind TGC/Farkas Funding, LLC.

12 12. Matthew Farkas told me that he signed the August 2020 Declaration on behalf of
13 TGC/Farkas Funding, LLC in the Arbitration, as well as the Garman Turner Gordon (“GTG”) retainer,
14 under duress because Adam Flatto told him that he “had one hour to sign the papers or be sued.”

15 13. On or about the end of August 2020, Matthew Farkas told me that he signed the August
16 2020 Flatto papers consisting solely of a Declaration for Flatto’s use in Arbitration, using the language
17 that he did so “under duress.”

18 14. Matthew Farkas told me that he never met with the GTG firm prior to their
19 engagement, never discussed engaging counsel, nor had any conversations relating to engaging this
20 firm for the purposes of representation of TGC/Farkas Funding, LLC.

21 15. Matthew Farkas told me as recently as January 11, 2021, that he had no recollection or
22 knowledge of resigning his position as Manager of TGC/Farkas Funding, LLC.

23 16. In fact, Matthew Farkas told me that his conversations with his fellow member in
24 TGC/Farkas Funding, LLC related solely to his intentions not to engage counsel and that he wanted
25 no part of any litigation, against First 100 or otherwise.

26 17. Matthew Farkas told me that in his capacity as sole Managing Member and 50% owner
27 of TGC/Farkas Funding, LLC, he had terminated GTG from further representation of TGC/Farkas
28 Funding, LLC.

1 18. Matthew Farkas retained the Law Firm of Raffi Nahabedian to substitute in as Counsel
2 for TGC/Farkas Funding, LLC.

3 19. On or about January 9, 2021, during a telephone conference with TGC/Farkas Funding,
4 LLC counsel, Raffi Nahabedian, Esq., Joseph Gutierrez, Esq., and myself, Matthew Farkas continued
5 to state that he has no recollection of resigning his position as Manager, but he would check his emails.

6 20. It was not until on or about January 10, 2021, that Matthew Farkas, for the first time,
7 say that he found an email where he signed a September 2020 Amendment to the TGC/Farkas
8 Funding, LLC Operating Agreement.

9 21. On or about January 11, 2021, Matthew Farkas told me that he signed such document
10 under duress, that he has not read the September 2020 Amendment to the TGC/Farkas Funding, LLC
11 Operating Agreement, and did not realize that he had resigned his position until he found the email
12 and read the Amendment for the first time on or about January 11, 2021.

13 22. At all relevant times, I understood Matthew Farkas to have the authority to sign the
14 Settlement Agreement based on:

- 15 a. Matthew Farkas' being the signer, as Manager, of the TGC/Farkas Funding,
16 LLC Subscription Agreement,
- 17 b. Matthew Farkas' being the signer, as Manager, of the TGC/Farkas Funding,
18 LLC Redemption Agreement,
- 19 c. Matthew Farkas signing the Settlement Agreement in this case in the same
20 capacity.

21 23. At no time prior to Matthew Farkas' execution of the Settlement Agreement did he
22 ever represent that he was no longer the Manager of TGC/Farkas Funding, LLC.

23 24. At no time prior to Matthew Farkas' execution of the Settlement Agreement did the
24 entity TGC/Farkas Funding, LLC ever represent or otherwise notify First 100 that Matthew Farkas
25 was no longer the Manager of TGC/Farkas Funding, LLC, and that First 100 should be communicating
26 with any other person or entity.

27 25. It is now clear to me that Matthew Farkas didn't even know what he was signing when
28 he signed the August 2020 Declaration for TCG/Farkas or the September Amendment to the

1 TGC/Farkas Funding, LLC Operating Agreement, as he told me that he didn't read what Adam Flatto
2 threatened him to sign, and therefore didn't know himself that he may not have been the Manager of
3 TGC/Farkas Funding, LLC at the time he entered into the Settlement Agreement.

4 26. Given the history of how Matthew Farkas has been bullied by his partner through GTG
5 with signing documents, without counsel, that he didn't read or understand under threat of litigation
6 by Adam Flatto, I believe that once again, when an attorney from GTG appeared at his house on a
7 recent Saturday morning, with a prepared Declaration for his signature, for which I do not believe
8 Matthew Farkas participated in the preparation, and for which Matthew Farkas did not have counsel
9 present individually to review said Declaration, that Matthew Farkas was once again threatened into
10 signing a document without reading or understanding.

11 27. After having reviewed the transcript of the telephone call between Matthew Farkas and
12 a GTG attorney, I spoke directly with Matthew Farkas and asked why he had lied during the call.

13 28. Matthew Farkas told to me that the GTG attorney got him very angry by lying to him
14 because he incorrectly believed that what he signed inadvertently extinguished a \$1,000,000
15 investment, which is categorically false.

16 29. Matthew Farkas further told me that the statements he made during the call about me
17 were in anger and frustration after the GTG had lied to him, and that such statements were reactionary
18 and not really true.

19 30. On page 25, Lines 20 and 21, Dylan Ciciliano, Esq., told to Farkas that
20 "Well, I mean, it's bad. If they win on the motion and force settlement, they extinguish
21 a million-dollar investment."

22 31. However, in the Settlement Agreement, it clearly states:

23 *NOW, THEREFORE, 1st 100 and the TGC hereby represent, warrant and agree as*
24 *follows:*

25 *1. 1st 100 agrees the TGC is currently owed \$1,000,000.00 plus 6% per annum since the*
date of investment, and this amount is secured by the Judgment;

26 *2. 1st 100 will pay the amount owed to the TGC as follows:*

27 *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 TGC/Farkas;

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

5. Upon execution of the Agreement, TGC will file a dismissal with prejudice of the current

1 *actions related to this matter, including the arbitration award and all relation motions and*
2 *actions pending in the District Court;*

3 32. Dylan Ciciliano's statement is patently false on its face, and served its intended purpose
4 of inciting Matthew Farkas into making false statements about me.

5 33. Matthew Farkas admitted to me that the statements made during the call were made
6 out of anger and were not true.


7 34. It is my belief that the Declaration signed by Matthew Farkas is yet another document
8 signed without being read, under duress, and such statements contravene Matthew Farkas' statements
9 made directly to me and everyone else.

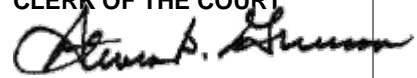
10 35. At no time has First 100 ever been notified by Matthew Farkas, Adam Flatto, or
11 TGC/Farkas Funding, LLC, as to any change in Management.

12 36. Given Matthew Farkas was the signer, in his capacity of Manager, for both the initial
13 Subscription Agreement, the Redemption Agreement and the Settlement Agreement, and no person
14 or entity has ever indicated or notified First 100 that there was a change in Management, both
15 Matthew Farkas and I believed that Matthew Farkas continued to have the authority to sign the
16 settlement agreement which he negotiated on behalf of TGC/Farkas Funding, LLC.

17 I declare under penalty of perjury of the laws of the United States of America and the State of
18 Nevada that the foregoing is true and correct.

19 DATED this 27th day of January, 2021

20
21 
22 JAY BLOOM



SUPP

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DISTRICT COURT

CLARK COUNTY, NEVADA

TGC/FARKAS FUNDING, LLC,

Plaintiff/Judgment Creditor,

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

vs.

**SUPPLEMENT TO MOTION TO
COMPEL AND FOR SANCTIONS; AND
APPLICATION FOR EX- PARTE ORDER
SHORTENING TIME**

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,

**Hearing Date: March 1, 2021
Hearing Time: 9:00 A.M.**

Defendants/Judgment Debtors.

Plaintiff/Judgment Creditor TGC/FARKAS FUNDING, LLC ("TGC Farkas"), through counsel, Garman Turner Gordon LLP, hereby files its Supplement to the Motion to Compel deponent Raffi Nahabedian ("Nahabedian") pursuant to NRCP 37(a)(1)-(3)(B)(i) and NRCP 37(c)(1) and for Sanctions pursuant to NRCP 30(d)(2) and NRCP 37(a)(5) against Nahabedian and/or Jay Bloom ("Bloom") and his counsel for wrongfully claiming privilege to prevent the disclosure of information during the deposition of Nahabedian where there was no actual privilege to assert (together, the "Motion").

MEMORANDUM OF POINTS AND AUTHORITIES

Subsequent to the Motion being filed, Nahabedian, by and through his counsel Bart Larsen of the law firm Shea Larsen, produced a privilege log of communications he had regarding his retention. A true and correct copy of the privilege log, which was updated on January 23, 2021, is

1 attached hereto as **Exhibit 1**. The privilege log reflects 366 pages of communications, over many
2 of which **Bloom** is claiming privilege. It should not be lost that Bloom is claiming that
3 communications between him and TGC Farkas' counsel regarding TGC Farkas are allegedly
4 privileged and must be withheld from TGC Farkas!

5 The following communications are particularly significant and demonstrate the nefarious
6 conduct in which Bloom and Judgment Debtors are engaged.

7 Nahabedian's first written communication with Mr. Farkas does not occur until January
8 16, 2021. The very first communication, however, in the privilege log occurs on January 4, 2021.
9 There, Nahabedian purports to transmit a retainer agreement for TGC Farkas to **Bloom**. (Exh. 1,
10 RAN0001-RAN0005). Bloom is claiming the communication is privileged. Not only is it highly
11 irregular for a litigation adversary to handle the retention of opposing counsel, but it is unheard of
12 when the opposing party is already represented (by undersigned).

13 On January 8, 2021, Nahabedian provides **Bloom and Judgment Debtors' counsel** with
14 the substitution of counsel form that was later produced for the purpose of attempting to replace
15 GTG with Nahabedian to effectuate dismissal of the Judgment. (Exh. 1, RAN0023-RAN0029).
16 Under what circumstances would opposing counsel ever comment on a substitution of counsel
17 form?

18 Thereafter, Bloom and Judgment Debtors' counsel exchange dozens of pages of
19 communications with Nahabedian (Exh. 1, RAN0039-RAN0088, 102-108, 109-115, 123-125)
20 relating to TGC Farkas. Bloom again contends these communications are privileged.

21 The farce of the Settlement Agreement's enforceability is demonstrably shown by the fact
22 that Judgment Debtors believed that TGC Farkas' counsel had to be fired and replaced by Bloom's
23 personal counsel rather than to have the Settlement Agreement disclosed to, and effectuated by,
24 TGC Farkas and its existing counsel. The nature of the communications on the privilege log, and
25 the fact that Bloom is asserting the privilege over those communications, definitively establishes
26 that not only are the communications not privileged but that neither equity nor the law will permit
27 the enforcement of the settlement, and to the contrary, it requires severe and extensive sanctions
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against Judgment Debtors and Bloom.

DATED this 25th day of February, 2021.

GARMAN TURNER GORDON LLP

/s/ Erika Pike Turner
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CERTIFICATE OF SERVICE

The undersigned, hereby certifies that on the 25th day of February, 2021, he served a copy of the **SUPPLEMENT TO MOTION TO COMPEL AND FOR SANCTIONS; AND APPLICATION FOR EX- PARTE ORDER SHORTENING TIME**, 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

I further certify that I served a copy of this document by emailing a true and correct copy thereof, addressed to:

Bart K. Larsen, Esq.
SHEA LARSEN
1731 Village Center Circle, Suite 150
Las Vegas, NV 89134
Email: blarsen@shea.law
Attorneys for Raffi Nahabedian

/s/ Max Erwin

An Employee of
GARMAN TURNER GORDON LLP

Exhibit 1

PRIVILEGE LOG

The following are a list of documents in Mr. Nahabedian's control that are presented as Privileged or Non-Privileged re respective party(s):

| Bates No(s). | Document Description |
|---------------------------------------|--|
| RAN0001 - RAN0005 Privileged Bloom | Email from Raffi A Nahabedian to Jay Bloom; dated 1/4/2021; re Attorney Retainer Agreement for Matthew Farkas TGC/Farkas. |
| RAN0006 - RAN0022 Privileged Bloom | Email from Jay Bloom to Joseph Gutierrez and Jason Maier, cc Raffi A Nahabedian; dated January 7, 2021; re Various Documents printed and signed by Matthew Farkas. |
| RAN0023 - RAN0029 Privileged Bloom | Email from Raffi A Nahabedian to Jay Bloom and Joseph Gutierrez; dated 1/8/2021; re Substitution of Counsel for GTC/Farkas Funding, LLC. |
| RAN0030 - RAN0038 Privileged Bloom | Email from Raffi A Nahabedian to Jay Bloom and Joseph Gutierrez; dated 1/8/2021; re Scope of Services and Conflict Letter draft re Farkas/Bloom; along with email thread stemming/resulting therefrom. |
| RAN0039 - RAN0088 Privileged Bloom | Email from Jay Bloom to Jason Maier, cc Raffi A Nahabedian, Joseph Gutierrez and Danielle Barraza; dated 1/10/2021; re Various Documents printed and signed by Matthew Farkas, as well as emailed and sent back; along with email thread stemming/resulting therefrom. |
| RAN0089 - RAN0097 Privileged Bloom | Email from Raffi A Nahabedian to Jay Bloom, cc Joseph Gutierrez; dated 1/12/2021; re TGC/Farkas GTG Substitution Letter; along with email thread stemming/resulting therefrom. |
| RAN0098 - RAN0101 Privileged Bloom | Email from Raffi A Nahabedian to Jay Bloom and Joseph Gutierrez; dated 1/13/2021; re Final Draft of TGC/Farkas Scope and Conflict Letter; along with email thread stemming/resulting therefrom. |
| RAN0102 - RAN0108 Privileged Bloom | Email from Jay Bloom to Raffi A Nahabedian, cc Joseph Gutierrez and Jason Maier; dated 1/14/21; Documents relating to Farkas. |
| RAN0109 - RAN0115 Privileged Bloom | Email from Raffi A Nahabedian to Jay Bloom, Joseph Gutierrez and Jason Maier; dated 1/14/2021; re Letter to GTG. |
| RAN0116 - RAN0122 Not Privileged | Email from Raffi A Nahabedian to Erika Pike Turner, cc Joseph Gutierrez and Jason Maier; dated 1/14/2021; re TGC/Farkas termination and Substitution of Counsel. |

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| RAN0123 - RAN0125 Privileged Bloom | Email from Jason Maier to R. A. Nahabedian, Esq. and Jay Bloom, cc Joseph Gutierrez; dated 1/15/2021; re Order Granting Plaintiff's Motion for Attorneys' Fees and Costs. |
| RAN0126 - RAN0129 Not Privileged | Email from Max Erwin to Raffi A Nahabedian, cc Erika Turner; dated 1/15/2021; re TGC/Farkas Funding, LLC. |
| RAN0130 - RAN0146 Not Privileged | Email from Jason Maier to Dylan Ciciliano, Erika Turner, Max Erwin and Raffi A Nahabedian, cc Danielle Barraza and Joseph Gutierrez; dated 1/15/2021; re Order Granting Plaintiff's Motion for Attorneys' Fees and Costs; along with email thread resulting/stemming therefrom. |
| RAN0147 - RAN0150 Not Privileged | Email from Erika Turner to Raffi A Nahabedian and Dylan Ciciliano, cc Max Erwin; dated 1/15/2021; re Order Granting Plaintiff's Motion for Attorneys' Fees and Costs. |
| RAN0151 - RAN0164 Privileged Farkas | Email from Matthew Farkas to Raffi A Nahabedian; dated 1/16/2021; re First Amendment to Operating Agreement (TGC Farkas); along with email thread resulting/stemming therefrom. |
| RAN0165 - RAN0165 Privileged Farkas | Email from Raffi A Nahabedian to Matthew Farkas; dated 1/16/2021; re follow-up of telephone call. |
| RAN0166 - RAN0170 Privileged Farkas | Email from Matthew Farkas to Raffi A Nahabedian; dated 1/19/2021; re TGC/Farkas Funding, LLC. |
| RAN0171 - RAN0174 Not Privileged | Email from Dylan Ciciliano to Raffi A Nahabedian and Erika Turner, cc Max Erwin; dated 1/19/2021; re Order Granting Plaintiff's Motion for Attorney's Fees and Costs. |
| RAN0175 - RAN0183 Not Privileged | Email from Jason Maier to Dylan Ciciliano, Erika Turner, Max Erwin and Raffi A Nahabedian, cc Daniella Barraza and Joseph Gutierrez; dated 1/19/2021; re Motion to Enforce Settlement and Vacate Post-Judgment Discovery Proceedings. |
| RAN0184 - RAN0188 Not Privileged | Email from Dylan Ciciliano to Raffi A Nahabedian and Erika Turner; dated 1/19/2021; re Order Granting Plaintiff's Motion for Attorney's Fees and Costs. |
| RAN0189 - RAN0221 Privileged Farkas | Email from Raffi A Nahabedian to Matthew Farkas; dated 1/21/2021; re Termination Letter and documents; along with email thread resulting/stemming therefrom. |
| RAN0222 - RAN0225 Not Privileged | Email from Max Erwin to Raffi A Nahabedian, cc Dylan Ciciliano; dated 1/25/2021; re TGC/Farkas Funding, LLC – Evidence Preservation Demand. |
| RAN0226 - RAN0227 Privileged Farkas | Email from Raffi A Nahabedian to Erika Turner and Dylan Ciciliano, cc Matthew Farkas and Max Erwin; dated 1/25/2021; re TGC/Farkas Funding, LLC – Evidence Preservation Demand. |

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| RAN0228 - RAN0243 Privileged Bloom | Email from Jason Maier to Raffi A Nahabedian, cc Joseph Gutierrez; dated 1/29/2021; re Order Denying Motion to Enforce Settlement and Vacate Post-Judgment Discovery Proceedings with attachment Notice of Intent to Issue Subpoenas (Nahabedian & Bloom). |
| RAN0244 - RAN0251 Privileged Farkas | Email from Raffi A Nahabedian to Matthew Farkas; dated 2/2/2021; re Letter for Your/Your Attorney's Immediate Attention (with enclosures) re deposition/demands from GTG. |
| RAN0252 - RAN0293 Not Privileged | Email from Erika Turner to Raffi A Nahabedian, cc Dylan Ciciliano; dated 2/2/2021; re TGC Farkas Funding, LLC; along with email thread resulting/stemming therefrom which include additional attorneys Bart Larsen (counsel for Nahabedian) and Ken Hogan (counsel for Farkas). |
| RAN0294 - RAN0294 Privileged Farkas | Email from Ken Hogan to Raffi A Nahabedian; dated 2/2/2021; re Matthew Farkas Counsel contact information. |
| RAN0295- RAN0295 Privileged Bloom | Email from Raffi A Nahabedian to Jay Bloom; dated 2/2/2021; re Confidential Communication re privilege preservation/waiver. |
| RAN0296 - RAN0302 Not Privileged | Email from Ken Hogan to Raffi A Nahabedian and Erika Turner, cc Dylan Ciciliano and Bart Larsen; dated 2/5/2021; re TGC Farkas Funding, LLC. |
| RAN0303 - RAN0352 Privileged Farkas | Email from Raffi A Nahabedian to Ken Hogan, cc Bart Larsen; dated 2/5/2021; re TGC Farkas Funding, LLC privilege preservation/waiver; along with email thread resulting/stemming therefrom. |
| RAN0353 - RAN0354 Privileged Bloom | Email from Raffi A Nahabedian to Jay Bloom; dated 2/8/2021; re Confidential Communication re privilege preservation/waiver. |
| RAN0355 - RAN0357 Privileged Bloom | Email from Jay Bloom to Raffi A Nahabedian, cc Jason Maier; dated 2/8/2021; re Confidential Communication re privilege preservation/waiver. |
| RAN0358 - RAN0363 Not Privileged | Email from Raffi A Nahabedian to Ken Hogan, Dylan Ciciliano, Jason Maier, Joseph Gutierrez and Erika Turner, cc Bart Larsen; dated 2/9/2021; re Deposition; along with email thread resulting/stemming therefrom. |
| RAN0364 - RAN0366 Not Privileged | Email from Max Erwin to Raffi A Nahabedian and Bart Larsen, cc Erika Turner; dated 2/11/2021; re TGC/Farkas Funding, LLC (deposition Zoom link); along with email thread resulting/stemming therefrom. |