

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 06:06 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 III of V**

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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
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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
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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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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 III 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:

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LIMITED LIABILITY COMPANY AGREEMENT
OF
TGC/FARKAS FUNDING LLC
A Delaware Limited Liability Company

Dated as of October 21, 2013

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LIMITED LIABILITY COMPANY AGREEMENT
OF TGC/FARKAS FUNDING LLC

AGREEMENT OF LIMITED LIABILITY COMPANY of TGC/FARKAS FUNDING LLC (the "Company"), dated as of October 21, 2013 (the "Effective Date"), among the persons listed on Schedule A attached hereto (individually, a "Member" and, collectively, the "Members").

RECITALS

WHEREAS, the Members have formed the Company in accordance with the provisions of the Delaware Limited Liability Company Act, as amended from time to time (the "Act"), and desire to enter into a written agreement pursuant to the Act governing the affairs of the Company and the conduct of its business;

WHEREAS, Matthew Farkas ("Farkas") has been granted a two percent (2%) membership interest (the "2% Interest") in First 100, LLC, a Nevada limited liability company (the "Investment Vehicle") 1.5% of which shall be subject to vesting over a period of three (3) years, as evidenced by the vesting letter attached as Exhibit A hereto;

WHEREAS, as of the date hereof, Farkas has contributed all of his right, title and interest in and to the 2% Interest to the Company in exchange for a fifty percent (50%) membership interest in the Company;

WHEREAS, TGC 100 Investor, LLC, a Delaware limited liability company ("TGC Investor"), has the right to purchase a one percent (1%) Class A Voting Membership Interest (the "1% Class A Interest") in the Investment Vehicle and has contributed this right to the Company, together with a capital contribution in the amount of the 1% Class A Interest purchase price, in exchange for a fifty percent (50%) membership interest in the Company; and

WHEREAS, the Members party hereto desire to enter into this Agreement in order to document their business and economic relationship.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the Act. For all purposes of this Agreement, except as otherwise expressly required or unless the context clearly indicates a contrary intent, the terms set forth below shall have the following meanings:

“1% Class A Interests” has the meaning set forth in the Recitals hereof.

“2% Interest” has the meaning set forth in the Recitals hereof.

“Act” has the meaning set forth in the Recitals hereof.

“Agreement” shall mean this Agreement of Limited Liability Company of TGC/Farkas Funding LLC.

“Administrative Member” has the meaning set forth in Section 4.1(c) hereof.

“Business Days” shall mean any day on which commercial banking institutions in the City of New York are not authorized or required to close.

“Capital Commitment” shall mean, for any Member, the amounts set forth opposite such Member’s name on Schedule B hereto, as the same may be amended from time to time in accordance with this Agreement.

“Capital Contribution” shall mean, for any Member, at any time, the amount of capital actually contributed to the Company by such Member on or prior to such time which has not been paid back to such Member.

“Certificate of Formation” has the meaning set forth in Section 2.1 hereof.

“Code” has the meaning set forth in Section 6.44 hereof.

“Common Interests” has the meaning set forth in Section 5.1 hereof.

“Company” has the meaning set forth in the Introductory Paragraph hereof.

“Consent to Assignment” has the meaning set forth in Section 5.5 hereof.

“Covered Persons” has the meaning set forth in Section 4.3 hereof.

“Distributable Cash” shall mean, unless otherwise expressly stated herein, the cash proceeds from the operations of the Company, net of all related costs and expenses.

“Effective Date” has the meaning set forth in the Introductory Paragraph hereof.

“Event of Termination” has the meaning set forth in Section 9.1.

“Farkas” has the meaning set forth in the Recitals hereof.

“Fiscal Year” has the meaning set forth in Section 2.9.

“Initial Capital Contribution” has the meaning set forth in Section 5.2.

“Investment Vehicle” has the meaning set forth in the Recitals.

“Member” has the meaning set forth in the Introductory Paragraph.

“Membership Interest” shall mean each Member’s ownership interest in the Company.

“Membership Interest Percentage” has the meaning set forth in Section 3.1(a) hereof.

“Person” means any individual, corporation, general or limited partnership, limited liability company, limited liability partnership, joint venture, estate, trust, joint stock company, unincorporated association, any other entity, any governmental authority and any fiduciary acting in such capacity on behalf of any of the foregoing.

“Preferred Rate” shall mean shall mean a sum equal to three percent (3.0%) per annum, determined on the basis of a year of 365 or 366 days, as the case may be, for the actual number of days in the period for which the Preferred Return is being determined.

“Preferred Return” shall mean, commencing on the date hereof and thereafter, an amount required for TGC Investor to receive a return on its Capital Account balance as of the first day of the relevant Fiscal Period equal to the Preferred Rate, compounded annually, which amount shall accumulate to the extent not paid pursuant to Section 6.1(b).

“Secretary of State” has the meaning set forth in Section 2.1 hereof.

“TGC Investor” has the meaning set forth in the Recitals hereof.

“Transfer” has the meaning set forth in Section 8.1.

ARTICLE II

GENERAL PROVISIONS

Section 2.1 Formation. The Members have formed the Company as a limited liability company pursuant to the Act. A Certificate of Formation described in Section 18-201 of the Act (the “Certificate of Formation”) was filed with the Secretary of State of the State of Delaware (the “Secretary of State”) on October 18, 2013 in conformity with the Act. Catherine Ledyard, as an authorized person within the meaning of the Act, was expressly authorized to execute and file the Certificate of Formation. The Administrative Member (as hereinafter defined), on behalf of the Company shall execute or cause to be executed from time to time all other instruments, certificates, notices and documents and shall do or cause to be done all such acts and things as may now or hereafter be required for the formation, valid existence and, when appropriate, termination of the Company as a limited liability company under the laws of the State of Delaware.

Section 2.2 Company Name. The name of the Company shall be “TGC/Farkas Funding LLC”. The business of the Company may be conducted under such other names as the Members may from time to time determine, provided that the Company complies with all relevant state laws relating to the use of fictitious and assumed names.

Section 2.3 Place of Business; Principal Office. The principal and chief executive office of the Company shall be located at the offices of TGC Investor in New York, New York or such other place that the Members shall determine. The books and records of the Company shall be kept and maintained at the principal office of the Company.

Section 2.4 Purpose; Nature of Business Permitted; Powers. The Company is formed for the purpose of owning not less than a three percent (3.0%) membership interest in the Investment Vehicle, and to engage in any and all activities that may be necessary, incidental or advisable to the foregoing. The Company shall possess and may exercise all the powers and privileges granted by the Act or by any other law or by this Agreement, together with any powers incidental thereto, insofar as such powers and privileges are necessary or convenient to the conduct, promotion or attainment of the business purposes or activities of the Company.

Section 2.5 Business Transactions of a Member with the Company. In accordance with Section 18-107 of the Act, a Member may lend money to, borrow

money from, act as surety, guarantor or endorser for, guarantee or assume one or more obligations of, provide collateral for, and transact other business with, the Company and, subject to applicable law, shall have the same rights and obligations with respect to any such matter as a Person who is not a Member. The Company shall not lend money to, act as a surety, guarantor or endorser for, guarantee or assume on or more obligations of, or provide collateral for a Member.

Section 2.6 Company Property. No real or other property of the Company shall be deemed to be owned by a Member individually, but shall be owned by and title shall be vested solely in the Company. The Common Interests in the Company held by the Members shall constitute personal property of the Members.

Section 2.7 Term. The existence of the Company commenced on the date of the filing of the Certificate of Formation in the office of the Secretary of State of the State of Delaware in accordance with the Act, and, subject to the provisions of Article X hereof, the Company shall have perpetual life.

Section 2.8 No State Law Partnership. The Members intend that the Company not be a partnership (including a limited partnership) or joint venture and that no Member be a partner or joint venturer of any other Member for any purposes other than applicable tax laws. This Agreement may not be construed to suggest otherwise.

Section 2.9 Fiscal Year. The fiscal year of the Company (the “Fiscal Year”) for financial statement and federal income tax purposes shall be the calendar year. The Company shall have the same fiscal year for tax and accounting purposes.

Section 2.10 Tax Treatment. The Company shall be treated as a partnership for U.S. federal income tax purposes (as well as for any analogous state or local tax purposes), and the Members and the Company shall timely make any and all necessary elections and filings for the Company to be treated as a partnership for U.S. federal income tax purposes (as well as for any analogous state or local tax purposes).

Section 2.11 Registered Office and Agency. The address of the registered office of the Company in the State of Delaware is Corporation Services Company, 2711 Centerville Road, in the City of Wilmington, County of New Castle, State of Delaware 19808. Such office and such agent may be changed from time to time by the Members.

ARTICLE III

MEMBERS

Section 3.1 Members. The name, address and Membership Interest Percentage (as hereinafter defined) of each of the Members are set forth on Schedule A hereto, which shall be amended from time to time to reflect the admission of new Members, additional capital contributions of Members or the Transfer of Common Interests, each, to the extent permitted by the terms of this Agreement. As of the date hereof, each Member's membership interest in the Company (its "Membership Interest Percentage") is as follows:

<u>Member</u>	<u>Membership Interest Percentage</u>
TGC Investor	50.00%
Farkas _____	50.00%
TOTAL:	100.00%

Section 3.2 Admission of New Members. A Person shall be admitted as a Member of the Company only upon (i) the prior unanimous written approval of the Members and (ii) receipt by the Company of a counterpart to this Agreement, executed by such Person, agreeing to be bound by the terms of this Agreement.

Section 3.3 No Liability of Members. All debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company and no Member shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member.

Section 3.4 Actions by the Members; Meetings; Quorum.

(a) The Administrative Member may take any action without a meeting; however, the Administrative Member agrees that all actions shall be taken after consultation with, and upon the consent of, all Members and the Administrative Member agrees to file a copy of any action taken by the Administrative Member with the records of the Company.

(b) Meetings of the holders of the Common Interests may be called at any time by the Members. Decisions of the Members shall be made by the unanimous vote of the Members.

Section 3.5 Power to Bind the Company. No Member (acting in its capacity as such) other than the Administrative Member shall have any authority to bind the Company to any third party with respect to any matter except pursuant to a resolution expressly authorizing such matter and authorizing such Member to bind the Company with respect thereto, which resolution is duly adopted by the affirmative vote of all Members.

ARTICLE IV

MANAGEMENT

Section 4.1 Management of the Company.

(a) The Members hereto agree that Farkas shall be the administrative member of the Company (the “Administrative Member”) and shall be responsible for the day-to-day management of the Company. The Administrative Member shall be a “manager” of the Company as such term is defined in the Act and shall be responsible for making all business and managerial decisions for the Company.

(b) Neither this Agreement nor any term or provision hereof may be amended, waived, modified or supplemented orally, but only by a written instrument signed by all of the Members hereto.

Section 4.2 Exculpation. Neither the Administrative Member nor the Members shall be liable to the Company or to any other Person for any action taken or omitted to be taken by such party or for any action taken or omitted to be taken by any other Person with respect to the Company, except to the extent that any such act or omission was attributable to such Person’s willful misconduct, fraud or gross negligence. Without limiting the generality of the foregoing, neither the Administrative Member nor the Members shall be liable to the Company for honest mistakes of judgment or for losses or liabilities due to such mistakes or to the negligence, dishonesty or bad faith of any employee, broker or other agent of the Company.

Section 4.3 Indemnification.

(a) The Company shall indemnify to the fullest extent permitted by law each of Administrative Member and each Member and each of their respective employees or agents of each of them (each, a “Covered Person”) from and against all costs and expenses (including attorneys’ fees and disbursements), judgments, fines, settlements, claims and other liabilities incurred by or imposed upon such Covered Person in connection with, or resulting from, investigating,

preparing or defending any action, suit or proceeding, whether civil, criminal, administrative, investigative, legislative or otherwise (or any appeal therein), to which such Covered Person may be made a party or become otherwise involved or with which such Covered Person may be threatened, in each case by reason of, or in connection with, such Covered Person's being or having been associated with the Company, or having acted at the direction of the Company as a director, officer, employee, partner or agent of an entity in which the Company has invested, directly or indirectly, or by reason of any action or alleged action, omission or alleged omission by such Covered Person in any such capacity, provided that such Covered Person is not ultimately adjudged to have engaged in willful misconduct, fraud or gross negligence.

(b) The Company may purchase and maintain liability insurance on behalf of any Covered Person against any liability asserted against a Covered Person and incurred by him, her or it arising out of the Company, whether or not the Company could indemnify such Covered Person against the liability under the provisions of this Section 4.3.

(c) The Company shall pay the expenses incurred by any such Covered Person in investigating, preparing or defending a civil or criminal action, suit or proceeding, in advance of the final disposition thereof, upon receipt of an undertaking by or on behalf of such Covered Person to repay such amount if there is a final adjudication or determination that he, she or it is not entitled to indemnification as provided herein.

(d) None of the provisions of this Section 4.3 shall be deemed to create or grant any rights in favor of any third party, including, without limitation, any right of subrogation in favor of any insurer or surety. The rights of indemnification granted hereunder shall survive the dissolution, winding up and termination of the Company.

(e) The right of any Covered Person to the indemnification provided herein shall be cumulative of, and in addition to, any and all rights to which such Covered Person may otherwise be entitled by contract or as a matter of law or equity and shall extend to such Covered Person's successors, assigns and legal representatives.

(f) All judgments against the Company or a Covered Person, in respect of which such Covered Person is entitled to indemnification, shall first be satisfied from Company assets before the Covered Person is responsible therefor.

Section 4.4 Reliance by Third Parties. Persons dealing with the Company are entitled to rely conclusively upon the power and authority of the Administrative Member.

Section 4.5 Officers and Related Persons. By resolution of the Members, Farkas is hereby appointed Chief Executive Officer of the Company (the “CEO”). The CEO shall have the authority to appoint and terminate officers of the Company, retain and terminate employees, agents and consultants of the Company and to delegate such duties to any such officers, employees, agents and consultants as the CEO deems appropriate in each case to operate in accordance with the Approved Budget or as otherwise agreed by the Members.

ARTICLE V

CAPITAL STRUCTURE AND CONTRIBUTIONS

Section 5.1 Capital Structure. The capital structure of the Company shall consist of one class of common interests (“Common Interests”). Each of the Common Interests shall be as set forth on Schedule A hereto, and shall have identical rights unless otherwise set forth herein.

Section 5.2 Capital Contributions. TGC Investor has contributed, as an initial capital contribution to the Company, all of its right to purchase the 1% Class A Interests and all of its right, title and interest in and to the amount of cash listed on Schedule A hereto (each, an “Initial Capital Contribution”). Farkas has contributed, as an initial contribution to the Company, his right to purchase the 2% Interest in the Investment Vehicle, which, for the purpose of this Agreement has the value set forth on Schedule A hereto. In exchange for the Initial Capital Contribution each Member is herewith receiving Common Interests in the Company in the amount set forth opposite the name of such Member on Schedule A hereto. Upon the satisfaction of the condition to effectiveness set forth in Section 5.5 hereof, the Administrative Members shall cause the Company to purchase the 1% Class A Interest with the cash contributed to the Company.

Section 5.3 Additional Capital Contributions. Other than as may be agreed by the Members, there shall be no additional contributions to the Company’s capital.

Section 5.4 No Withdrawal Of Capital Contributions. Except upon the dissolution and liquidation of the Company as set forth in Article IX hereof, the Members shall not have the right to withdraw capital contributions.

Section 5.5 Condition to Effectiveness; Exclusive Investment Vehicle.

a. As a condition to the effectiveness of this Agreement, Farkas shall and shall cause the managing member of the Investment Vehicle to deliver to the Administrative Member that certain Consent to Admission of New Member in the form attached hereto as Exhibit B (the "Consent to Assignment"), pursuant to which the Company consents to the admission of the Company as a member as more particularly set forth therein.

b. The Members acknowledge and agree that 1.5% of the interest in the Investment Vehicle which is subject to vesting shall be allocable to Farkas and 1.5% of the interest in the Investment Vehicle which is not subject to vesting shall be allocable to TGC Investor. The Administrative Member shall cause the Investment Vehicle to properly identify the interests allocable to Farkas and TGC Investor on Schedule A to the Investment Vehicle operating agreement.

c. The Members acknowledge and agree that the Company shall be Farkas' exclusive vehicle for investments in the Investment Vehicle during the term of this Agreement.

Section 5.6 Maintenance of Capital Accounts. The Company shall establish and maintain capital accounts for the Common Interest Members in accordance Treasury Regulations Section 1.704-(b). The balance in each Member's capital account shall be increased by (x) the amount of each contribution made by such Member and (y) the distributive share of net profits of the Member and shall be decreased by (x) the amount of each distribution made to the Member and (y) the distributive share of net losses allocated to the Member.

ARTICLE VI

ALLOCATIONS AND DISTRIBUTIONS

Section 6.1 Distributions. The Administrative Member shall determine the amount of Distributable Cash in compliance with the Act and the timing of all distributions to be made hereunder. All distributions of Distributable Cash prior to the liquidation of the Company shall be made in the following order and priority:

(a) first, one hundred percent (100%) to TGC Investor until TGC Investor shall have received a cumulative amount equal to the Preferred Return; and

(b) second, one hundred percent (100%) to TGC Investor until such time as TGC Investor shall have received a cumulative amount equal to the total amount of its unpaid Capital Contributions, from time to time; and

(c) third, one hundred percent (100%) to the Members on a pro rata basis in accordance with their respective Membership Interest Percentage.

Section 6.2 Allocations of Net Profits and Net Losses from Operations. For financial accounting and tax purposes, the Company's net profits or net losses shall be determined on an annual basis in accordance with the manner determined by the Administrative Member upon consultation with the Members, provided, however allocation of net profits and net losses shall comply with the provisions of Section 704 and the Treasury Regulations promulgated thereunder. In each year, the Company's net profits and net losses shall be allocated to the Members, pro rata, in accordance with their Membership Interest Percentage.

Section 6.3 No Right to Distributions. The Members shall not have the right to demand or receive distributions of any amount, except as expressly provided in this Article VI.

Section 6.4 Withholding. The Company is authorized to withhold from distributions to the Members, or with respect to allocations to the Members, and to pay over to a Federal, foreign, state or local government, any amounts required to be withheld pursuant to the Internal Revenue Code of 1986 (the "Code"), or any provisions of any other Federal, foreign, state or local law. Any amounts so withheld shall be treated as having been distributed to the Members pursuant to this Article VI for all purposes of this Agreement, and shall be offset against the current or next amounts otherwise distributable to the Members.

ARTICLE VII

BOOKS AND REPORTS

Section 7.1 Books and Records. The Company shall keep or cause to be kept at the office of the Company (or at such other place as the Board in its discretion shall determine) full and accurate books and records regarding the status of the business and financial condition of the Company and shall make the same available to the Member upon request, subject to the provisions of the Act.

Section 7.2 Form K-1. After the end of each Fiscal Year, the Administrative Member shall cause to be prepared and transmitted, as promptly as possible, and in any event within 90 days of the close of the Fiscal Year, a Federal income tax Form K-1 and any required similar state income tax form for the Member.

Section 7.3 Tax Matters Partner. The Administrative Member is hereby designated as the Company's "Tax Matters Partner" under Section 6231(a) (7) of the

Code, and shall have all the powers and responsibilities of such position as provided in the Code. The Tax Matters Partner is specifically directed and authorized to take whatever steps are necessary or desirable to perfect such designation, including filing any forms or documents with the Internal Revenue Service and taking such other action as may from time to time be required under the Regulations issued under the Code. The Tax Matters Partner shall cause to be prepared and shall sign all tax returns of the Company, make any tax elections for the Company allowed under the Code or the tax laws of any state or other jurisdiction having taxing jurisdiction over the Company and monitor any governmental tax authority in any audit that such authority may conduct of the company's books and records or other documents.

Section 7.4 Reports. The Administrative Member shall provide the Members with reports as follows:

(a) A quarterly report for each calendar quarter (other than the last calendar quarter of the Fiscal Year), certified by Administrative Member, to its actual knowledge, to be true, accurate and complete in all material respects, and submitted to the Members within twenty (20) days of the end of each such calendar quarter, which shall include an operating statement and report of financial condition of the Company for such quarter; and

(b) Annual financial statements in a format acceptable to the Members within ninety (90) days of the end of the Fiscal Year. The Members hereby agree to act reasonably in approving a Company accountant to provide auditing and tax services.

ARTICLE VIII

TRANSFERS OF COMMON INTERESTS; PARTIAL REDEMPTION

Section 8.1 Restriction on Transfer. No Member shall sell, convey, assign, transfer, pledge, grant a security interest in or otherwise dispose of (each a "Transfer") all or any part of its Common Interest, other than upon the prior unanimous written consent of the Members; provided, however, such Person to whom such Common Interests are Transferred shall be an assignee and shall have no right to participate in the Company's business and affairs unless and until such Person shall be admitted as a member of the Company upon (i) the prior unanimous written consent of the Members and (ii) receipt by the Company of a written agreement executed by the Person to whom such Common Interests are Transferred agreeing to be bound by the terms of this Agreement. All Transfers in violation of this Article VIII are null and void ab initio and of no force or effect.

Section 8.2 Permitted Transfers. Notwithstanding the foregoing, the consent of the Members shall not be required in connection with a transfer, in one or a series of transactions, of not more than forty-nine percent (49%) of a Member's membership interests in the Company provided that (i) any such Transfers are made by the ultimate beneficial owner of the membership interests to his spouse or a trust or other entity for estate planning purposes for the benefit of his spouse and (ii) any such transfer shall be permitted under the organizational documents of the Investment Vehicle.

ARTICLE IX

DISSOLUTION OF THE COMPANY

Section 9.1 Dissolution. The Company shall be dissolved upon the occurrence of either of the following events (an "Event of Termination"):

- (a) TGC Investor and Farkas vote for dissolution; or
- (b) the entry of a decree of judicial dissolution under the Act.

No other event, including the retirement, insolvency, liquidation, dissolution, insanity, expulsion, bankruptcy, death, incapacity or adjudication of incompetency of a Member, shall cause the Company to be dissolved; provided, however, that in the event of any occurrence resulting in the termination of the continued membership of the last remaining member of the Company, the Company shall be dissolved unless, within 90 days following such event, the personal representative of the last remaining member agrees in writing to continue the Company and to the admission of such personal representative (or any other Person designed by such personal representative) as a member of the Company, effective upon the event resulting in the termination of the continued membership of the last remaining member of the Company.

Section 9.2 Winding Up.

(a) In the event that an Event of Termination shall occur, then the Company shall be liquidated and its affairs shall be wound up by the Administrative Member(s) in accordance with the Act. All proceeds from such liquidation shall be distributed in accordance with the provisions of Law, and all Common Interests in the Company shall be cancelled.

(b) Upon the completion of the distribution of the winding up of the Company's affairs and Company's assets, the Company shall be terminated and

the Administrative Member shall cause the Company to execute and file a Certificate of Cancellation in accordance with the Act.

ARTICLE X

MISCELLANEOUS

Section 10.1 Amendment to the Agreement. Amendment to this Agreement and to the Certificate of Formation shall be effective only if approved in writing by TGC Investor and Farkas. An amendment shall become effective as of the date specified in the approval of such Members or as of the date of such approval.

Section 10.2 Successors; Counterparts. Subject to Article VIII, this Agreement (a) shall be binding as to the executors, administrators, estates, heirs and legal successors, or nominees or representatives, of the Members and (b) may be executed in several counterparts with the same effect as if the parties executing the several counterparts had all executed one counterpart.

Section 10.3 Governing Law; Severability.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of law. In particular, this Agreement shall be construed to the maximum extent possible to comply with all the terms and conditions of the Act. If it shall be determined by a court of competent jurisdiction that any provisions or wording of this Agreement shall be invalid or unenforceable under the Act or other applicable law, such invalidity or unenforceability shall not invalidate the entire Agreement. In that case, this Agreement shall be construed so as to limit any term or provision so as to make it enforceable or valid within the requirements of applicable law, and, in the event such term or provisions cannot be so limited, this Agreement shall be construed to omit such invalid or unenforceable terms or provisions. If it shall be determined by a court of competent jurisdiction that any provision relating to the distributions and allocations of the Company or to any expenses payable by the Company is invalid or unenforceable, this Agreement shall be construed or interpreted so as (a) to make it enforceable or valid and (b) to make the distributions and allocations as closely equivalent to those set forth in this Agreement as is permissible under applicable law.

(b) The Members agree that any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the courts of the County of New York in the State of New York or the United States federal courts sitting in the Southern District of New York. The

parties hereto irrevocably waive any objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.

Section 10.4 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope or intent of this Agreement or any provision hereof.

Section 10.5 Notices. All notices, requests and other communications to any Member shall be in writing (including electronic mail, facsimile or similar writing) and shall be given to the Members (and any other Person designated by such Members) at its address or electronic mail, facsimile number set forth in Schedule A hereto or such other address or electronic mail, facsimile number as the Member may hereafter specify for the purpose by notice. Each such notice, request or other communication shall be effective (a) if given by telecopier, when transmitted to the number specified pursuant to this Section 10.5 and the appropriate confirmation is received, (b) if given by mail, 72 hours after such communication is received by the other party, or (c) if given by electronic or any other means, when delivered to the address specified pursuant to this Section 10.5.

Section 10.6 Interpretation. Wherever from the context it appears appropriate, each term stated in either the singular or the plural shall include the singular and the plural, and pronouns stated in either the masculine, the feminine, or the neuter gender shall include the masculine, feminine and neuter.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement as of the date first above written.

TGC 100 Investor, LLC

By: 

Name: Adam Flatto

Title: Manager

Matthew Farkas

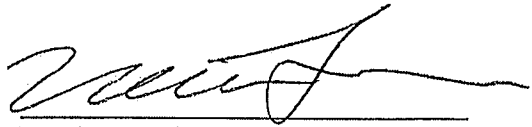
RA0422

PLTF_169

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement as of the date first above written.

TGC 100 Investor, LLC

By: _____
Name: Adam Flatto
Title: Manager



Matthew Farkas

RA0423

PLTF_170

Schedule A

TGC/Farkas Funding LLC
Membership Percentage Interest and Initial Capital Balance of Member

Name and Address of Member	Membership Percentage <u>Interest</u>	Initial Capital <u>Balance</u>
TGC 100 Investor, LLC c/o The Georgetown Company, LLC 677 Madison Avenue New York, New York 10021 Attention: Adam Flatto Telephone: 212-755-2323 Facsimile: 212-755-3679 Email: aflatto@georgetownco.com	50.0%	\$1,000,000.00
Matthew Farkas 3345 Birchwood Park Circle Las Vegas, Nevada, 89141 Telephone: 646-226-0674 Facsimile: 702.724.9781 Email: mfarkas@f100llc.com	50.0%	\$0.00
Total	100.0%	\$1,000,000.00

Schedule B

Capital Commitments

TGC 100 Investor, LLC

\$1,000,000.00

Farkas

\$0.00

Erika Turner

From: Michael Busch <mbusch@georgetownco.com>
Sent: Tuesday, April 18, 2017 11:12 AM
To: membershipredemption@f100llc.com
Cc: Adam Flatto; Michael Busch; Mfarkas@f100llc.com
Subject: RE: 1st One Hundred Holdings K-1 and Membership Interest Redemption Agreement

I am writing on behalf of TGC Farkas Funding, LLC. We are in receipt of the below email and related materials and are in the process of reviewing the same.

In the interim, please be advised that Matthew Farkas does not have the authority to unilaterally bind TGC Farkas Funding, LLC and that any purported approval, consent, or execution of the redemption materials solely by him is invalid and shall not be binding on TGC Farkas Funding, LLC unless and until approved by Adam Flatto.

Please feel free to contact me should you have any questions.

Best regards,

Michael

Michael F. Busch
General Counsel
The Georgetown Company
667 Madison Avenue
New York, New York 10065
Office: (212) 755-2323
Direct: (212) 409-9470
Mobile: (914) 426-1662
Fax: (212) 755-3679

Sent from my Verizon Wireless 4G LTE DROID

----- Forwarded message -----

From: Matthew Farkas <Mfarkas@f100llc.com>
Date: Apr 14, 2017 7:59 PM
Subject: Fwd: 1st One Hundred Holdings K-1 and Membership Interest Redemption Agreement
To: farkm1@aol.com
Cc:

Sent from my Verizon Wireless 4G LTE DROID

----- Forwarded message -----

From: Membership Redemption <Membershipredemption@f100llc.com>
Date: Apr 13, 2017 6:47 AM
Subject: 1st One Hundred Holdings K-1 and Membership Interest Redemption Agreement
To: Matthew Farkas <Mfarkas@f100llc.com>
Cc:

MEMO

To: All Members of 1st One Hundred Holdings, LLC ("the Members")

From: 1st One Hundred Holdings, LLC ("the Company") and its Management ("the Management")
membershipredemption@f100llc.com

Attached please find your K-1 form for your 2016 tax returns.

Additionally, you will find several other important and relevant documents attached to this email.

As many of you are aware, the Company secured a series of financing commitments during the year of 2015 and into January 2016 from Raymond Ngan and other entities with which he was associated or involved. Unfortunately, these financial commitments to fund the company were breached causing great harm to the Company, the Management, and the Members equity positions.

These multiple breaches in clear commitments to the Company led to the Company initiating an action on or about June 23, 2016.

It is with great enthusiasm that the Management can share with you the Company's success in its litigation. The Company was awarded approximately \$2.2 billion in damages for its claims (the judgment is attached hereto for review). While the Company anticipates collecting some portion of the judgment, after many detailed meetings with its counsel in the litigation and the collection team, it is clear from the representations made by these experts that the Company is not expected to collect the entire amount of the judgement. After attorney's fees, clearing the balance sheet obligations, paying the Company debt, and retiring the preferred membership interest positions, the Company expects that it may have about \$150 million (or \$1.5 million) per point to be distributed to the Members.

In light of the foregoing the Company, by way of this communication, is offering to the Members a Membership Interest Redemption Agreement ("the Agreement") (attached hereto for review and execution).

This Agreement attached provides for the redemption or buy back of the Members interest at \$1.5 million per percentage of ownership interest, or a fraction thereof on a pro rata basis.

THIS IS A BEST EFFORTS BUYBACK OFFERING.

Redemptions will be paid on a best efforts basis, and paid out, each redemption in full, based on cash collected pursuant to the judgment by the outside litigation and collection team, in the order which the Agreements are received as having been executed and returned to the Company.

Signed Membership Interest Redemption Agreements are to be returned by email or fax to:

Charity M. Johnson

MAIER GUTIERREZ AYON

8816 Spanish Ridge Avenue

Las Vegas, Nevada 89148

Tel: 702.629.7900 | Fax: 702.629.7925

cmj@mgalaw.com | www.mgalaw.com

Upon receipt, such Agreements will be time and date stamped by the attorneys as to their receipt, and put in queue for payouts as funds are recovered against the Judgment.

Please send the signed and executed agreements to Charity M. Johnson at the fax or email identified above. Do not send executed documents via any other method or to any other contact within the Company.

All questions regarding the Agreement, or any other questions related to this communication, should be sent to the Company and directed by email to membershipredemption@f100llc.com.

The Company reiterates that payments against redemptions to the Members will be made as cash is collected under the judgment on a first received first paid basis.

Any member that elects not to redeem their position should be aware of the risks inherent in remaining a member in the Company. Some of these risks are delineated in the Disclosure Document (attached hereto for review). Chief among these risks are as follows:

1. Remaining members may be subject to a capital call to finance the continued collection efforts under the judgment;
2. The Company is subject to a potentially successful appeal by the judgment debtor;
3. The Company is subject to future potential litigation, which may consume any remaining cash balances;
4. There is a risk that not enough money will be collected to pay all of those that redeem, leaving remaining members with no value in the positions held;
5. There is no guarantee that the business model remains viable, as laws have been modified and the markets have become significantly more efficient;
6. There is no guarantee that the Company will not elect a different business model, with which the remaining members may not agree;
7. The Management shall have sole discretion over the remaining funds collected and their disposition and/or use, if any, after the payment of taxes, debts, accounts payable, preferred membership interest redemptions, and the Membership Interest Redemption Agreements herein.

It is important to note that although each member should consult their own tax professional, the Management believes that the Agreement would provide for a long term capital gain tax rate as opposed to a distribution which would potentially be taxed at the higher ordinary income rate.

As such, the Management recommends that members sign and return the Agreement on an expedited basis.

The Company looks forward to your immediate attention to this important matter.

EXHIBIT 4

EXHIBIT 4

RA0430

PLTF_177

Garman Turner Gordon LLP

Attorneys and Counselors at Law

April 21, 2017

Page 3

Sincerely,

GARMAN TURNER GORDON

GERALD M. GORDON, ESQ

AGREED TO AND ACCEPTED


TGC/FARKAS FUNDING LLC

By: TGC 100 INVESTOR, LLC

By:

Title: Manager *the bet*

Date:

By: 
Handwritten signature

Title: *Handwritten title*

Date: *4/27/2017*

RA0431

PLTF_178

**GARMAN
TURNER
GORDON**

650 WHITE DRIVE
SUITE 100
LAS VEGAS, NV 89119
WWW.GTG.LEGAL
PHONE: 725 777 3000
FAX: 725 777 3112

July 13, 2017

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

VIA EMAIL AND U.S. MAIL

Joseph A. Gutierrez, Esq.
jag@mgalaw.com
Maier Gutierrez & Associates
8816 Spanish Ridge Avenue
Las Vegas, Nevada 89148

Re: 1st One Hundred Holdings, LLC and First 100, LLC

Dear Mr. Gutierrez:

We are in receipt of your June 6, 2017 correspondence and have had an opportunity to investigate your allegations. The following is in response:

First, your allegations with respect to the interests and rights of TCG/Farkas Funding, LLC are 100% unfounded.

- TCG/Farkas Funding, LLC invested \$1 million in First 100, LLC in exchange for a 1% equity position and it acquired a further 2% equity interest as a result of the directors of the company granting the position for services rendered by Matthew Farkas. See Exh. 1. TCG/Farkas Funding, LLC came to hold this entire 3% interest in First 100, LLC.
- TGC/Farkas Funding, LLC was subsequently granted a 3% equity position in First 100 Holdings, LLC. See Exh. 2.
- Matthew Farkas is not the manager of TGC/Farkas Funding, LLC.
- Counsel has previously sent correspondence explaining that Matthew Farkas does not have the authority to bind TGC/Farkas Funding, LLC. See Exh. 3.
- Matthew Farkas executed our firm's retention agreement. See Exh. 4.
- The arbitration provision of the First 100 Holdings, LLC Operating Agreement does not apply to TGC/Farkas Funding, LLC, a non-party to the arbitration agreement, nor does it extend to disputes arising from, and related to First 100, LLC.
- With respect to the pending litigation referenced in the so-called disclosure and request for redemption sent by Charity Johnson of your office, there has been no disclosure of an appeal to TGC/Farkas Funding, LLC. If it were not for my

**RA0432
PLTF_179**

investigation of the status of the litigation, TGC/Farkas Funding, LLC would still not know about the risk of reversal.

This started as an investigation into the case and other business of First 100, LLC and 1st One Hundred Holdings, LLC, which your proposed redemption agreement indicated was the obligation of any redeemer as no investor should rely on the representations or information provided by your client. Not only has TGC/Farkas Funding, LLC's investigation uncovered indicia of gross mismanagement by the managers of First 100, LLC and 1st One Hundred Holdings, LLC, the shenanigans being uncovered, together with the smoke and mirrors outlined in your letter to try to avoid the production of information to TGC/Farkas Funding, LLC, are indicative of a fraudulent scheme or enterprise. On pp. 2-3 of your missive, you reference the existence of information that will quell concerns. Demand is again made for inspection and copying of the previously requested information.

Next, you reference an email of January 24, 2017 that is an inadmissible settlement discussion, which never once refers to any voluntary withdrawal from TGC/Farkas Funding, LLC without payment of the \$1 million initial investment- a payment that was never made.

I know perfectly well the rules of professional conduct, and am governed accordingly when making the prior and this demand for information pursuant to the contractual and statutory rights of my client, as well as again reserving my client's rights and remedies under law and equity, both criminal and civil. Obviously, the extent of those rights and remedies remains to be seen as a result of the information you say exists but remains to be seen.

Finally, Charity Johnson did not inform my client that she is attorney; however, she did not otherwise identify herself when communicating regarding substantive matters on behalf of your firm. See the April 13, 2017 email to Matthew Farkas from Charity Johnson on behalf of Maier Gutierrez & Assoc. regarding the 1st One Hundred Holdings K-1 and Membership Interest Redemption Agreement. When Ms. Johnson received our correspondence of May 2, 2017, we would have expected her to promptly inform that she is not an attorney and forward the correspondence to an attorney in your office for prompt clarification and response. That did not occur. Now that you have informed us that Ms. Johnson is not an attorney, there will be no further correspondence directed to her attention.

GARMAN TURNER GORDON LLP
July 13, 2017
Page 3

I look forward to a response by close of business on July 21, 2017.

Sincerely,

GARMAN TURNER GORDON

A handwritten signature in black ink, appearing to read 'Erika Pike Turner', with a long horizontal flourish extending to the right.

Erika Pike Turner, Esq.

4828-2858-2987, v. 2

RA0434
PLTF_181

EXHIBIT 1

EXHIBIT 1



Dear Matthew Farkas,

Let this letter serve as a memorial to an agreement stating the following:

The directorship of First 100, LLC has granted a 2% equity position in the company for services rendered in the VP of Finance position to Matthew Farkas, and by extension, the TGC Partnership between Matthew Farkas and Adam Flatto.

The 1% purchase for \$1,000,000 by Adam Flatto will be pooled with this position to make a total position of 3% ownership.

Matthew Farkas (with the consent of the board) has offered to split this position with Adam Flatto on a 50%/50% basis. This will leave Matthew with a 1.5% position in First 100, LLC and Adam Flatto with an identical 1.5% position with First 100, LLC.

Sincerely,

J. Chris Morgando
Director
1st One Hundred

m 702 301 3197 | o 702 823 3600 | f 702 724 9781

EXHIBIT 2

EXHIBIT 2

First 100 Holdings, LLC
2485 Village View Drive Ste 190
Henderson, NV 89074

April 13, 2017

TCG/Farkas Funding, LLC
Class A
3345 Birchwood Park Circle
Las Vegas, NV 89141

RE: First 100 Holdings, LLC
80-0963575

Enclosed is your current year Schedule K-1 (Form 1065) for the above-referenced account. The amounts shown are your distributive share of the partnership's income, deductions and credits incurred during the year and are to be reported on your income tax return. The amounts may differ from the distributions you actually received during the year. The difference may be due to a number of factors including the allocation of fees or other deductions, exclusion of tax-exempt income, or a variance between your taxable year and that of the partnership.

If applicable, state tax information has been attached to the K-1. Since income tax requirements vary from state to state, the presentation of the state tax information will be different for each state. The information provided is based on your state of residence from our records. If information for your state of residence is not listed, please contact us at the number below.

If you have any questions concerning this information, please call

Sincerely,

First 100 Holdings, LLC

RA0438
PLTF_185

Schedule K-1
(Form 1065)

Department of the Treasury
Internal Revenue Service

2016

For calendar year 2016, or tax
year beginning _____, 2016
ending _____, 20 _____

**Partner's Share of Income, Deductions,
Credits, etc.**

▶ See back of form and separate instructions.

☐ Final K-1

☐ Amended K-1

651113
OMB No. 1545-0123

**Part III Partner's Share of Current Year Income,
Deductions, Credits, and Other Items**

1	Ordinary business income (loss)	15	Credits
	-17,758		
2	Net rental real estate income (loss)		
	357		
3	Other net rental income (loss)	16	Foreign transactions
4	Guaranteed payments		
5	Interest income		
6a	Ordinary dividends		
6b	Qualified dividends		
7	Royalties		
8	Net short-term capital gain (loss)		
9a	Net long-term capital gain (loss)	17	Alternative minimum tax (AMT) items
		A	-19
9b	Collectibles (28%) gain (loss)		
9c	Unrecaptured section 1250 gain		
10	Net section 1231 gain (loss)	18	Tax-exempt income and nondeductible expenses
11	Other income (loss)		
12	Section 179 deduction	19	Distributions
13	Other deductions		
		20	Other information
14	Self-employment earnings (loss)		

*See attached statement for additional information.

For IRS Use Only

Part I Information About the Partnership

A Partnership's employer identification number
80-0963575

B Partnership's name, address, city, state, and ZIP code

First 100 Holdings, LLC
2485 Village View Drive Ste 190
Henderson, NV 89074

C IRS Center where partnership filed return
e-file

D ☐ Check if this is a publicly traded partnership (PTP)

Part II Information About the Partner

E Partner's identifying number Partner: 25
XX-XXX7860

F Partner's name, address, city, state, and ZIP code
TCG/Farkas Funding, LLC
Class A
3345 Birchwood Park Circle
Las Vegas, NV 89141

G ☐ General partner or LLC member-manager ☒ Limited partner or other LLC member

H ☒ Domestic partner ☐ Foreign partner

I1 What type of entity is this partner? Partnership Limited

I2 If this partner is a retirement plan (IRA/SEP/Keogh/etc.), check here ☐

J Partner's share of profit, loss, and capital (see instructions):

	Beginning	Ending
Profit	3.000000%	3.000000%
Loss	3.000000%	3.000000%
Capital	42.945687%	42.305009%

K Partner's share of liabilities at year end:

Nonrecourse \$
Qualified nonrecourse financing 187,753
Recourse \$ 199,387

L Partner's capital account analysis:

Beginning capital account \$ 733,837
Capital contributed during the year \$
Current year increase (decrease) -18,975
Withdrawals & distributions \$ ()
Ending capital account \$ 714,862

☒ Tax basis ☐ GAAP ☐ Section 704(b) book
☐ Other (explain)

M Did the partner contribute property with a built-in gain or loss?

☐ Yes ☒ No

If "Yes," attach statement (see instructions)

This list identifies the codes used on Schedule K-1 for all partners and provides summarized reporting information for partners who file Form 1040. For detailed reporting and filing information, see the separate Partner's Instructions for Schedule K-1 and the instructions for your income tax return.

		Code	Report on
1. Ordinary business income (loss). Determine whether the income (loss) is passive or nonpassive and enter on your return as follows.			
Passive loss	Report on	L Empowerment zone employment credit	See the Partner's Instructions
Passive income	See the Partner's Instructions	M Credit for increasing research activities	
Nonpassive loss	Schedule E, line 28, column (g)	N Credit for employer social security and Medicare taxes	
Nonpassive income	Schedule E, line 28, column (h)	O Backup withholding	
	Schedule E, line 28, column (j)	P Other credits	
2. Net rental real estate income (loss)	See the Partner's Instructions	16. Foreign transactions	
3. Other net rental income (loss)		A Name of country or U.S. possession	Form 1116, Part I
Net income	Schedule E, line 28, column (g)	B Gross income from all sources	
Net loss	See the Partner's Instructions	C Gross income sourced at partner level	
4. Guaranteed payments	Schedule E, line 28, column (j)	Foreign gross income sourced at partnership level	
5. Interest income	Form 1040, line 8a	D Passive category	Form 1116, Part I
6a. Ordinary dividends	Form 1040, line 9a	E General category	
6b. Qualified dividends	Form 1040, line 9b	F Other	
7. Royalties	Schedule E, line 4	Deductions allocated and apportioned at partner level	
8. Net short-term capital gain (loss)	Schedule D, line 5	G Interest expense	Form 1116, Part I
9a. Net long-term capital gain (loss)	Schedule D, line 12	H Other	Form 1116, Part I
9b. Collectibles (28%) gain (loss)	28% Rate Gain Worksheet, line 4 (Schedule D instructions)	Deductions allocated and apportioned at partnership level to foreign source income	
9c. Unrecaptured section 1250 gain	See the Partner's Instructions	I Passive category	Form 1116, Part I
10. Net section 1231 gain (loss)	See the Partner's Instructions	J General category	
11. Other income (loss)		K Other	
Code		Other information	
A Other portfolio income (loss)	See the Partner's Instructions	L Total foreign taxes paid	Form 1116, Part II
B Involuntary conversions	See the Partner's Instructions	M Total foreign taxes accrued	Form 1116, Part II
C Sec. 1256 contracts & straddles	Form 6781, line 1	N Reduction in taxes available for credit	Form 1116, line 12
D Mining exploration costs recapture	See Pub. 535	O Foreign trading gross receipts	Form 8873
E Cancellation of debt	Form 1040, line 21 or Form 982	P Extraterritorial income exclusion	Form 8873
F Other income (loss)	See the Partner's Instructions	Q Other foreign transactions	See the Partner's Instructions
12. Section 179 deduction	See the Partner's Instructions	17. Alternative minimum tax (AMT) items	
13. Other deductions		A Post-1986 depreciation adjustment	See the Partner's Instructions and the Instructions for Form 6251
A Cash contributions (50%)	See the Partner's Instructions	B Adjusted gain or loss	
B Cash contributions (30%)		C Depletion (other than oil & gas)	
C Noncash contributions (50%)		D Oil, gas, & geothermal—gross income	
D Noncash contributions (30%)		E Oil, gas, & geothermal—deductions	
E Capital gain property to a 50% organization (30%)		F Other AMT items	
F Capital gain property (20%)		18. Tax-exempt income and nondeductible expenses	
G Contributions (100%)		A Tax-exempt interest income	Form 1040, line 8b
H Investment interest expense	Form 4952, line 1	B Other tax-exempt income	See the Partner's Instructions
I Deductions—royalty income	Schedule E, line 19	C Nondeductible expenses	See the Partner's Instructions
J Section 59(e)(2) expenditures	See the Partner's Instructions	19. Distributions	
K Deductions—portfolio (2% floor)	Schedule A, line 23	A Cash and marketable securities	See the Partner's Instructions
L Deductions—portfolio (other)	Schedule A, line 28	B Distribution subject to section 737	
M Amounts paid for medical insurance	Schedule A, line 1 or Form 1040, line 29	C Other property	
N Educational assistance benefits	See the Partner's Instructions	20. Other information	
O Dependent care benefits	Form 2441, line 12	A Investment income	Form 4952, line 4a
P Preproductive period expenses	See the Partner's Instructions	B Investment expenses	Form 4952, line 5
Q Commercial revitalization deduction from rental real estate activities	See Form 8582 instructions	C Fuel tax credit information	Form 4136
R Pensions and IRAs	See the Partner's Instructions	D Qualified rehabilitation expenditures (other than rental real estate)	See the Partner's Instructions
S Reforestation expense deduction	See the Partner's Instructions	E Basis of energy property	See the Partner's Instructions
T Domestic production activities information	See Form 8903 instructions	F Recapture of low-income housing credit (section 42(j)(5))	Form 8611, line 8
U Qualified production activities income	Form 8903, line 7b	G Recapture of low-income housing credit (other)	Form 8611, line 8
V Employer's Form W-2 wages	Form 8903, line 17	H Recapture of investment credit	See Form 4255
W Other deductions	See the Partner's Instructions	I Recapture of other credits	See the Partner's Instructions
14. Self-employment earnings (loss)		J Look-back interest—completed long-term contracts	See Form 8697
Note: If you have a section 179 deduction or any partner-level deductions, see the the Partner's Instructions before completing Schedule SE.		K Look-back interest—income forecast method	See Form 8866
A Net earnings (loss) from self-employment	Schedule SE, Section A or B	L Dispositions of property with section 179 deductions	See the Partner's Instructions
B Gross farming or fishing income	See the Partner's Instructions	M Recapture of section 179 deduction	
C Gross non-farm income	See the Partner's Instructions	N Interest expense for corporate partners	
15. Credits		O Section 453(l)(3) information	
A Low-income housing credit (section 42(j)(5)) from pre-2008 buildings	See the Partner's Instructions	P Section 453A(c) information	
B Low-income housing credit (other) from pre-2008 buildings		Q Section 1260(b) information	
C Low-income housing credit (section 42(j)(5)) from post-2007 buildings		R Interest allocable to production expenditures	
D Low-income housing credit (other) from post-2007 buildings		S CCF nonqualified withdrawals	
E Qualified rehabilitation expenditures (rental real estate)		T Depletion information—oil and gas	
F Other rental real estate credits		U Reserved	
G Other rental credits		V Unrelated business taxable income	
H Undistributed capital gains credit	Form 1040, line 73; check box a	W Precontribution gain (loss)	
I Biofuel producer credit	See the Partner's Instructions	X Section 108(i) information	
J Work opportunity credit		Y Net investment income	
K Disabled access credit		Z Other information	

K-1 Statement (Sch K-1, Form 1065)**Item L(c) - Partner's Current Year Increases (Decreases)**

Schedule K-1 income (loss)	-17,401
Subtract:	
Nondeductible expenses	1,574
Partner's current year increases (decreases)	-18,975

Line 2 - Net Rental Real Estate Income (Loss)

Description	Property Type	Net Income (Loss)
Misty Oak Park	2	357
Total Net Rental Real Estate Income (Loss)	2	357

Line 17 - AMT Items

A Code A - Post-1986 depreciation adjustment	A	-19
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Line 20 - Other Information

Z Code Z - Other information		
Adjustment to close out members' equity (deficit) account. Contact your tax professional.		0

EXHIBIT 3

EXHIBIT 3

Erika Turner

From: Michael Busch <mbusch@georgetownco.com>
Sent: Tuesday, April 18, 2017 11:12 AM
To: membershipredemption@f100llc.com
Cc: Adam Flatto; Michael Busch; Mfarkas@f100llc.com
Subject: RE: 1st One Hundred Holdings K-1 and Membership Interest Redemption Agreement

I am writing on behalf of TGC Farkas Funding, LLC. We are in receipt of the below email and related materials and are in the process of reviewing the same.

In the interim, please be advised that Matthew Farkas does not have the authority to unilaterally bind TGC Farkas Funding, LLC and that any purported approval, consent, or execution of the redemption materials solely by him is invalid and shall not be binding on TGC Farkas Funding, LLC unless and until approved by Adam Flatto.

Please feel free to contact me should you have any questions.

Best regards,

Michael

Michael F. Busch
General Counsel
The Georgetown Company
667 Madison Avenue
New York, New York 10065
Office: (212) 755-2323
Direct: (212) 409-9470
Mobile: (914) 426-1662
Fax: (212) 755-3679

Sent from my Verizon Wireless 4G LTE DROID

----- Forwarded message -----

From: Matthew Farkas <Mfarkas@f100llc.com>
Date: Apr 14, 2017 7:59 PM
Subject: Fwd: 1st One Hundred Holdings K-1 and Membership Interest Redemption Agreement
To: farkm1@aol.com
Cc:

Sent from my Verizon Wireless 4G LTE DROID

----- Forwarded message -----

From: Membership Redemption <Membershipredemption@f100llc.com>
Date: Apr 13, 2017 6:47 AM
Subject: 1st One Hundred Holdings K-1 and Membership Interest Redemption Agreement
To: Matthew Farkas <Mfarkas@f100llc.com>
Cc:

MEMO

To: All Members of 1st One Hundred Holdings, LLC ("the Members")

From: 1st One Hundred Holdings, LLC ("the Company") and its Management ("the Management")

membershipredemption@f100llc.com

Attached please find your K-1 form for your 2016 tax returns.

Additionally, you will find several other important and relevant documents attached to this email.

As many of you are aware, the Company secured a series of financing commitments during the year of 2015 and into January 2016 from Raymond Ngan and other entities with which he was associated or involved. Unfortunately, these financial commitments to fund the company were breached causing great harm to the Company, the Management, and the Members equity positions.

These multiple breaches in clear commitments to the Company led to the Company initiating an action on or about June 23, 2016.

It is with great enthusiasm that the Management can share with you the Company's success in its litigation. The Company was awarded approximately \$2.2 billion in damages for its claims (the judgment is attached hereto for review). While the Company anticipates collecting some portion of the judgment, after many detailed meetings with its counsel in the litigation and the collection team, it is clear from the representations made by these experts that the Company is not expected to collect the entire amount of the judgement. After attorney's fees, clearing the balance sheet obligations, paying the Company debt, and retiring the preferred membership interest positions, the Company expects that it may have about \$150 million (or \$1.5 million) per point to be distributed to the Members.

In light of the foregoing the Company, by way of this communication, is offering to the Members a Membership Interest Redemption Agreement ("the Agreement") (attached hereto for review and execution).

This Agreement attached provides for the redemption or buy back of the Members interest at \$1.5 million per percentage of ownership interest, or a fraction thereof on a pro rata basis.

THIS IS A BEST EFFORTS BUYBACK OFFERING.

Redemptions will be paid on a best efforts basis, and paid out, each redemption in full, based on cash collected pursuant to the judgment by the outside litigation and collection team, in the order which the Agreements are received as having been executed and returned to the Company.

Signed Membership Interest Redemption Agreements are to be returned by email or fax to:

Charity M. Johnson

MAIER GUTIERREZ AYON

8816 Spanish Ridge Avenue

Las Vegas, Nevada 89148

Tel: 702.629.7900 | Fax: 702.629.7925

cmj@mgalaw.com | www.mgalaw.com

Upon receipt, such Agreements will be time and date stamped by the attorneys as to their receipt, and put in queue for payouts as funds are recovered against the Judgment.

Please send the signed and executed agreements to Charity M. Johnson at the fax or email identified above. Do not send executed documents via any other method or to any other contact within the Company.

All questions regarding the Agreement, or any other questions related to this communication, should be sent to the Company and directed by email to membershipredemption@f100llc.com.

The Company reiterates that payments against redemptions to the Members will be made as cash is collected under the judgment on a first received first paid basis.

Any member that elects not to redeem their position should be aware of the risks inherent in remaining a member in the Company. Some of these risks are delineated in the Disclosure Document (attached hereto for review). Chief among these risks are as follows:

1. Remaining members may be subject to a capital call to finance the continued collection efforts under the judgment;
2. The Company is subject to a potentially successful appeal by the judgment debtor;
3. The Company is subject to future potential litigation, which may consume any remaining cash balances;
4. There is a risk that not enough money will be collected to pay all of those that redeem, leaving remaining members with no value in the positions held;
5. There is no guarantee that the business model remains viable, as laws have been modified and the markets have become significantly more efficient;
6. There is no guarantee that the Company will not elect a different business model, with which the remaining members may not agree;
7. The Management shall have sole discretion over the remaining funds collected and their disposition and/or use, if any, after the payment of taxes, debts, accounts payable, preferred membership interest redemptions, and the Membership Interest Redemption Agreements herein.

It is important to note that although each member should consult their own tax professional, the Management believes that the Agreement would provide for a long term capital gain tax rate as opposed to a distribution which would potentially be taxed at the higher ordinary income rate.

As such, the Management recommends that members sign and return the Agreement on an expedited basis.

The Company looks forward to your immediate attention to this important matter.

EXHIBIT 4

EXHIBIT 4

Garman Turner Gordon LLP

Attorneys and Counselors at Law

April 21, 2017

Page 3

Sincerely,

GARMAN TURNER GORDON

GERALD M. GORDON, ESQ

AGREED TO AND ACCEPTED


TGC/FARKAS FUNDING LLC

By, TGC 100 INVESTOR, LLC

By:

Title: Manager *Meber*

Date:

By 
Gerald M. Gordon

Title *Manager*
Date *4/27/2017*

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

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

RECITALS

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

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

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

SECTION 1. DEFINED TERMS

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

SECTION 2. AMENDMENTS TO OPERATING AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 3. MISCELLANEOUS

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

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

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

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

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

[Signature Page to Follow.]

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

COMPANY:

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

By: _____

Its: _____

Print Name: _____

MEMBERS:

TGC 100 INVESTOR, LLC

By: _____

Adam Flatto, Manager

MATTHEW FARKAS, individually

CS CamScanner 09-17-2020 11.58.12



Save to CS

Download



1

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

COMPANY:

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

By: _____

Its: _____

Print Name: MATTHEW FARKAS**MEMBERS:**

TGC 100 INVESTOR, LLC

By: _____
Adam Flatto, Manager

MATTHEW FARKAS, individually

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

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

Dylan T. Ciciliano, Esq.

Attorney

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

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

Visit us online at www.gtg.legal

From: Jason Maier <jrm@mgalaw.com>
Sent: Friday, January 15, 2021 11:20 AM
To: Dylan Ciciliano <dciciliano@Gtg.legal>; Erika Turner <eturner@Gtg.legal>; Max Erwin <MErwin@Gtg.legal>; R. A. Nahabedian, Esq. <raffi@nahabedianlaw.com>
Cc: Danielle Barraza <djb@mgalaw.com>; Joseph Gutierrez <jag@mgalaw.com>
Subject: RE: Order Granting Plaintiff's Motion for Attorneys' Fees and Costs 4832-8615-5989 v.1.docx

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

Jason R. Maier

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

From: Dylan Ciciliano <dciciliano@Gtg.legal>
Sent: Friday, January 15, 2021 10:02 AM
To: Danielle Barraza <djb@mgalaw.com>
Cc: Max Erwin <MErwin@Gtg.legal>; Jason Maier <jrm@mgalaw.com>; Joseph Gutierrez <jag@mgalaw.com>; Erika Turner <eturner@Gtg.legal>
Subject: RE: Order Granting Plaintiff's Motion for Attorneys' Fees and Costs 4832-8615-5989 v.1.docx

Good morning,

I will submit the order. Thank you.

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

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

Dylan T. Ciciliano, Esq.

Attorney

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

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

Visit us online at www.gtg.legal

From: Danielle Barraza <djb@mgalaw.com>

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

To: Dylan Ciciliano <dciciliano@Gtg.legal>

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

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

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

Danielle J. Barraza | Associate

MAIER GUTIERREZ & ASSOCIATES

8816 Spanish Ridge Avenue

Las Vegas, Nevada 89148

Tel: 702.629.7900 | Fax: 702.629.7925

djb@mgalaw.com | www.mgalaw.com

From: Dylan Ciciliano <dciciliano@Gtg.legal>

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

To: Danielle Barraza <djb@mgalaw.com>

Cc: Max Erwin <MErwin@Gtg.legal>

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

Following up on the below.

Dylan T. Ciciliano, Esq.

Attorney

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

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

Visit us online at www.gtg.legal

From: Dylan Ciciliano

Sent: Monday, January 11, 2021 5:31 PM

To: Danielle Barraza <djb@mgalaw.com>

Cc: Max Erwin <MErwin@Gtg.legal>

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

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

Dylan

The information contained in this transmission may contain privileged and confidential information. It is intended only for the use of the person(s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication of this communication is strictly prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.

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BARBARA K. CEGAVSKE
Secretary of State
202 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-5708
Website: www.nvsos.gov
www.nvsilverflume.gov

Annual or Amended List and State Business License Application



ANNUAL



AMENDED (check one)

List of Officers, Managers, Members, General Partners, Managing Partners, Trustees or Subscribers:

FIRST 100, LLC

NAME OF ENTITY

NV20121231493

Entity or Nevada Business
Identification Number (NVID)

TYPE OR PRINT ONLY - USE DARK INK ONLY - DO NOT HIGHLIGHT

IMPORTANT: Read instructions before completing and returning this form.

Please indicate the entity type (check only one):



Corporation

☐ This corporation is publicly traded, the Central Index Key number is:



Nonprofit Corporation (see nonprofit sections below)



Limited-Liability Company



Limited Partnership



Limited-Liability Partnership



Limited-Liability Limited Partnership



Business Trust



Corporation Sole

Filed in the Office of <i>Barbara K. Cegavske</i> Secretary State Of Nevada	Business Number E0202092012-1 Filing Number 20190148234 Filed On 09/09/2019 23:01:51 PM Number of Pages 2
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Additional Officers, Managers, Members, General Partners, Managing Partners, Trustees or Subscribers, may be listed on a supplemental page.

CHECK ONLY IF APPLICABLE

Pursuant to NRS Chapter 76, this entity is exempt from the business license fee.



001 - Governmental Entity



006 - NRS 680B.020 Insurance Co, provide license or certificate of authority number

For nonprofit entities formed under NRS chapter 80: entities without 501(c) nonprofit designation are required to maintain a state business license, the fee is \$200.00. Those claiming an exemption under 501(c) designation must indicate by checking box below.



Pursuant to NRS Chapter 76, this entity is a 501(c) nonprofit entity and is exempt from the business license fee.
Exemption Code 002

For nonprofit entities formed under NRS Chapter 81: entities which are Unit-owners' association or Religious, Charitable, fraternal or other organization that qualifies as a tax-exempt organization pursuant to 26 U.S.C § 501(c) are excluded from the requirement to obtain a state business license. Please indicate below if this entity falls under one of these categories by marking the appropriate box. If the entity does not fall under either of these categories please submit \$200.00 for the state business license.



Unit-owners' Association



Religious, charitable, fraternal or other organization that qualifies as a tax-exempt organization pursuant to 26 U.S.C. §501(c)

For nonprofit entities formed under NRS Chapter 82 and 80: Charitable Solicitation Information - check applicable box

Does the Organization intend to solicit charitable or tax deductible contributions?



No - no additional form is required



Yes - the "Charitable Solicitation Registration Statement" is required.



The Organization claims exemption pursuant to NRS 82A 210 - the "Exemption From Charitable Solicitation Registration Statement" is required

****Failure to include the required statement form will result in rejection of the filing and could result in late fees.****



BARBARA K. CEGAVSKE
Secretary of State
202 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-5708
Website: www.nvsos.gov
www.nvsilverflume.gov

Annual or Amended List and State Business License Application - Continued

Officers, Managers, Members, General Partners, Managing Partners, Trustees or Subscribers:

CORPORATION, INDICATE THE MANAGER:

SJC VENTURES HOLDING COMPANY LLC

USA

Name

Country

**CO DELAWARE INTERCORP INC 113
BARKSDALE PROF CENTER**

NEWARK

DE

19711

City

State

Zip/Postal Code

Address

None of the officers and directors identified in the list of officers has been identified with the fraudulent intent of concealing the identity of any person or persons exercising the power or authority of an officer or director in furtherance of any unlawful conduct.

I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

X Jay Bloom

Manager

09/09/2019

Title

Date

Signature of Officer, Manager, Managing Member,
General Partner, Managing Partner, Trustee,
Subscriber, Member, Owner of Business,
Partner or Authorized Signer *FORM WILL BE RETURNED IF*

UNSIGNED

**INITIAL/ANNUAL LIST OF MANAGERS OR MANAGING MEMBERS AND STATE
BUSINESS LICENSE APPLICATION OF:**

ENTITY NUMBER

FIRST 100, LLC

E0202092012-1

NAME OF LIMITED-LIABILITY COMPANY

FOR THE FILING PERIOD OF APR, 2018 TO APR, 2019



100403

USE BLACK INK ONLY - DO NOT HIGHLIGHT

****YOU MAY FILE THIS FORM ONLINE AT www.nvsilverflume.gov****

☐ Return one file stamped copy. (If filing not accompanied by order instructions, file stamped copy will be sent to registered agent.)

IMPORTANT: Read instructions before completing and returning this form.

1. Print or type names and addresses, either residence or business, for all manager or managing members. A **Manager, or if none, a Managing Member** of the LLC must sign the form. **FORM WILL BE RETURNED IF UNSIGNED.**
2. If there are additional managers or managing members, attach a list of them to this form.
3. Return completed form with the fee of \$150.00. A \$75.00 penalty must be added for failure to file this form by the deadline. An annual list received more than 90 days before its due date shall be deemed an amended list for the previous year.
4. State business license fee is \$200.00. Effective 2/1/2010, \$100.00 must be added for failure to file form by deadline.
5. Make your check payable to the Secretary of State.
6. **Ordering Copies:** If requested above, one file stamped copy will be returned at no additional charge. To receive a certified copy, enclose an additional \$30.00 per certification. A **copy fee of \$2.00 per page** is required for **each additional copy** generated when ordering 2 or more file stamped or certified copies. Appropriate instructions must accompany your order.
7. Return the completed form to: Secretary of State, 202 North Carson Street, Carson City, Nevada 89701-4201, (775) 684-5708.
8. Form must be in the possession of the Secretary of State on or before the last day of the month in which it is due. (Postmark date is not accepted as receipt date.) Forms received after due date will be returned for additional fees and penalties. Failure to include annual list and business license fees will result in rejection of filing.

Filed in the Office of <i>Barbara K. Segeste</i> Secretary of State State Of Nevada	Business Number E0202092012-1 Filing Number 20180269533-19 Filed On 06/14/2018 Number of Pages 1
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(This document was filed electronically.)
ABOVE SPACE IS FOR OFFICE USE ONLY

ANNUAL LIST FILING FEE: \$150.00 **LATE PENALTY:** \$75.00 (if filing late)

BUSINESS LICENSE FEE: \$200.00 **LATE PENALTY:** \$100.00 (if filing late)

CHECK ONLY IF APPLICABLE AND ENTER EXEMPTION CODE IN BOX BELOW

NRS 76.020 Exemption Codes

☐ Pursuant to NRS Chapter 76, this entity is exempt from the business license fee. Exemption code:

001 - Governmental Entity
006 - NRS 680B.020 Insurance Co.

NOTE: If claiming an exemption, a notarized Declaration of Eligibility form must be attached. Failure to attach the Declaration of Eligibility form will result in rejection, which could result in late fees.

NAME SJC VENTURES HOLDING COMPANY LLC	MANAGER OR MANAGING MEMBER		
ADDRESS CO DELAWARE INTERCORP INC 113 BARKSDALE PROF CEN	CITY NEWARK	STATE DE	ZIP CODE 19711-3258
NAME	MANAGER OR MANAGING MEMBER		
ADDRESS	CITY	STATE	ZIP CODE
NAME	MANAGER OR MANAGING MEMBER		
ADDRESS	CITY	STATE	ZIP CODE
NAME	MANAGER OR MANAGING MEMBER		
ADDRESS	CITY	STATE	ZIP CODE

None of the managers or managing members identified in the list of managers and managing members has been identified with the fraudulent intent of concealing the identity of any person or persons exercising the power or authority of a manager or managing member in furtherance of any unlawful conduct.

I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

X JAY L BLOOM

**Signature of Manager, Managing Member or
Other Authorized Signature**

Title

MANAGER

Date

6/14/2018 2:19:38 PM

RA0461
Nevada Secretary of State List Man or Mem
PLTF_214 Revised: 7-1-17



BARBARA K. CEGAVSKE
Secretary of State
202 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-5708
Website: www.nvsos.gov



181004

Statement of Change of Registered Agent by Represented Entity

(PURSUANT TO NRS 77.340)

Filed in the Office of <i>Barbara K. Cegavske</i> Secretary of State State Of Nevada	Business Number E0202092012-1 Filing Number 20180268852-52 Filed On 06/14/2018 Number of Pages 1
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This form may be submitted by: the Represented Entity to appoint a new Registered Agent or amend own service of process info. For more information please visit <http://www.nvsos.gov/index.aspx?page=141>

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

1. Name of Represented Entity:

First 100, LLC

2. Entity File Number: **E0202092012-1**

3. This statement of change will have the following effect: (check only one)

- ☒ Appoints a new agent for service of process (complete 4a or 4b)
☐ Updates contact information of the Represented Entity acting as own agent (complete 4c)

4. Information in effect upon the filing of this statement: (complete only one section)

a) Commercial Registered Agent:

Name

b) Noncommercial Registered Agent:

Jay Bloom

Name

2485 Village View Dr., Suite

Street Address

Henderson

City

Nevada 89074

Zip Code

Mailing Address (if different from street address)

City

Nevada

Zip Code

c) Title of Office or Other Position within Represented Entity:

Name of Title or Position

Street Address

City

Nevada

Zip Code

Mailing Address (if different from street address)

City

Nevada

Zip Code

5. Signature of Represented Entity: (required)

X

Authorized Signature

6/11/18

Date

6. Registered Agent Acceptance: (required)

I hereby accept appointment as Registered Agent for the above named Entity.

X

Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity

6/11/18

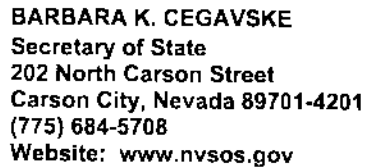
Date

FEE: \$60.00

This form must be accompanied by appropriate fees.

Nevada Secretary of State Form RA Change by Entity
Revised: 1-5-15

RA0462
PLTF_215



(PURSUANT TO NRS 77.370)

This form may be submitted by: a Commercial Registered Agent, Noncommercial Registered Agent or Represented Entity. For more information please visit <http://www.nvsos.gov/index.aspx?page=141>

ABOVE SPACE IS FOR OFFICE USE ONLY

Maier Gutierrez and Associates

2. The above named registered agent resigns from serving as agent for service of process for the following entity(ies) and will send notice required by NRS 77.370 subsection 3 to the name and address stated for each. List entities in **alphabetical order**. Resigning agent may write "see attached list" in area below and attach a spreadsheet listing the entities in **alphabetical order** with required information provided.

[illegible]

Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity

EFFECTIVE DATE: This statement of resignation takes effect on the earlier of the 31st day after the day on which it is filed or the appointment of a new registered agent for the represented entity.

FEE: \$100.00 for the first entity and \$1.00 for each additional entity. (NRS 77.280)

Nevada Secretary of State Form RA Resignation
RA0463 Revised: 1-5-15

RA0463
PLTF 216

INITIAL/ANNUAL LIST OF MANAGERS OR MANAGING MEMBERS AND STATE BUSINESS LICENSE APPLICATION OF:

ENTITY NUMBER

First 100, LLC
NAME OF LIMITED-LIABILITY COMPANY

FOR THE FILING PERIOD OF

1/1/16TO 12/31/17

USE BLACK INK ONLY - DO NOT HIGHLIGHT

****YOU MAY FILE THIS FORM ONLINE AT www.nvsilverflume.gov****

☐ Return one file stamped copy. (If filing not accompanied by order instructions, file stamped copy will be sent to registered agent.)

IMPORTANT: Read instructions before completing and returning this form.

- Print or type names and addresses, either residence or business, for all manager or managing members. A Manager, or if none, a Managing Member of the LLC must sign the form. **FORM WILL BE RETURNED IF UNSIGNED.**
- If there are additional managers or managing members, attach a list of them to this form.
- Return completed form with the fee of \$150.00. A \$75.00 penalty must be added for failure to file this form by the deadline. An annual list received more than 90 days before its due date shall be deemed an amended list for the previous year.
- State business license fee is \$200.00. Effective 2/1/2010, \$100.00 must be added for failure to file form by deadline.
- Make your check payable to the Secretary of State.
- Ordering Copies:** If requested above, one file stamped copy will be returned at no additional charge. To receive a certified copy, enclose an additional \$30.00 per certification. A copy fee of \$2.00 per page is required for each additional copy generated when ordering 2 or more file stamped or certified copies. Appropriate instructions must accompany your order.
- Return the completed form to: Secretary of State, 202 North Carson Street, Carson City, Nevada 89701-4201, (775) 854-6708.
- Form must be in the possession of the Secretary of State on or before the last day of the month in which it is due. (Postmark date is not accepted as receipt date.) Forms received after due date will be returned for additional fees and penalties. Failure to include annual list and business license fees will result in rejection of filing.

ABOVE SPACE IS FOR OFFICE USE ONLY

ANNUAL LIST FILING FEE: \$150.00 LATE PENALTY: \$75.00 (if filed late)

BUSINESS LICENSE FEE: \$200.00 LATE PENALTY: \$100.00 (if filed late)

CHECK ONLY IF APPLICABLE AND ENTER EXEMPTION CODE IN BOX BELOW**NRS 78.020 Exemption Codes**

☐ Pursuant to NRS Chapter 78, this entity is exempt from the business license fee. Exemption code:

001 - Governmental Entity
005 - Motion Picture Company
006 - NRS 680B.020 Insurance Co.

NOTE: If claiming an exemption, a notarized Declaration of Eligibility form must be attached. Failure to attach the Declaration of Eligibility form will result in rejection, which could result in late fees.

NAME

SJC Ventures Holding Company, LLC**MANAGER OR MANAGING MEMBER**

ADDRESS

of Delaware Interapp, Inc 113 Barkdale Park Lane

CITY

Mountain

STATE ZIP CODE

DE19711-3258

NAME

MANAGER OR MANAGING MEMBER

ADDRESS

CITY

STATE ZIP CODE

NAME

MANAGER OR MANAGING MEMBER

ADDRESS

CITY

STATE ZIP CODE

NAME

MANAGER OR MANAGING MEMBER

ADDRESS

CITY

STATE ZIP CODE

None of the managers or managing members identified in the list of managers and managing members has been identified with the fraudulent intent of concealing the identity of any person or persons exercising the power or authority of a manager or managing member in furtherance of any unlawful conduct.

I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 205.230, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

X

Signature of Manager, Managing Member or
Other Authorized Signature

Title

Manager

Date

5/18/17

Nevada Secretary of State List Memorandum

RA0464

Revised: 7-1-15

PLTF_217



180304



BARBARA K. CEGAVSKE
Secretary of State
202 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-5706
Website: www.nvsos.gov

Registered Agent Acceptance

(PURSUANT TO NRS 77.310)

This form may be submitted by: a Commercial Registered Agent,
Noncommercial Registered Agent or Represented Entity. For more
information please visit <http://www.nvsos.gov/index.aspx?page=141>

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

Certificate of Acceptance of Appointment by Registered Agent

In the matter of

First 100, LLC

Name of Represented Business Entity

I, *Maier Gutierrez and Associates*

am a:

Name of Appointed Registered Agent OR Represented Entity Serving as Own Agent

(complete only one)

- a) ☐ commercial registered agent listed with the Nevada Secretary of State,
b) ☒ noncommercial registered agent with the following address for service of process:

8816 Spanish Ridge Ave

Street Address

Las Vegas

City

Nevada 89148

Nevada

Zip Code

Mailing Address (if different from street address)

City

Nevada

Nevada

Zip Code

- c) ☐ represented entity accepting own service of process at the following address:

Title of Office or Position of Person in Represented Entity

Street Address

City

Nevada

Nevada

Zip Code

Mailing Address (if different from street address)

City

Nevada

Nevada

Zip Code

and hereby state that on
the above named business entity.

Date

I accepted the appointment as registered agent for

X

Authorized Signature of R.A. or On Behalf of R.A. Company

Date

5/18/17

*If changing Registered Agent when reinstating, officer's signature required.

X

Signature of Officer

Date

5/18/17



260203



BARBARA K. CEGAUSKE
Secretary of State
202 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-5706
Website: www.nvsoa.gov

Certificate of Reinstatement

(PURSUANT TO NRS CHAPTERS 78, 78A, 80, 81, 82,
84, 86, 87, 88 AND 89)

Filed in the Office of <i>Barbara K. Cegauske</i> Secretary of State State Of Nevada	Business Number E0202092012-1 Filing Number 20170219256-85 Filed On 05/18/2017 Number of Pages 1
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USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

Certificate of Reinstatement
**(For Entities Governed by NRS Chapters 78,
78A, 80, 81, 82, 84, 86, 87, 88 and 89)**

1. Name of Entity:

First 100, LLC

2. Entity Number: *E 0202092012-1*

3. Signature:

I declare under penalty of perjury that the reinstatement has been authorized by a court of competent jurisdiction or by the duly elected board of directors of the entity or if the entity has no board of directors, its equivalent of such board.

I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

X

Signature of Officer or other Authorized Signatory

Date

5/18/17

This form must be accompanied by appropriate fees.

Nevada Secretary of State Certificate of Reinstatement
Revised: 1-5-15

RA0466
PLTF_219

INITIAL/ANNUAL LIST OF MANAGERS OR MANAGING MEMBERS AND STATE
BUSINESS LICENSE APPLICATION OF:

ENTITY NUMBER

FIRST 100, LLC

E0202092012-1

NAME OF LIMITED-LIABILITY COMPANY

FOR THE FILING PERIOD OF APR, 2015 TO APR, 2016

USE BLACK INK ONLY - DO NOT HIGHLIGHT

YOU MAY FILE THIS FORM ONLINE AT www.nvsliverflume.gov

☐ Return one file stamped copy. (If filing not accompanied by order instructions, file stamped copy will be sent to registered agent.)

IMPORTANT: Read instructions before completing and returning this form.

- Print or type names and addresses, either residence or business, for all manager or managing members. **A Manager, or if none, a Managing Member** of the LLC must sign the form. **FORM WILL BE RETURNED IF UNSIGNED.**
- If there are additional managers or managing members, attach a list of them to this form.
- Return completed form with the fee of \$125.00. A \$75.00 penalty must be added for failure to file this form by the deadline. An annual list received more than 90 days before its due date shall be deemed an amended list for the previous year.
- State business license fee is \$200.00. Effective 2/1/2010, \$100.00 must be added for failure to file form by deadline.
- Make your check payable to the Secretary of State.
- Ordering Copies:** If requested above, one file stamped copy will be returned at no additional charge. To receive a certified copy, enclose an additional \$30.00 per certification. A copy fee of \$2.00 per page is required for each additional copy generated when ordering 2 or more file stamped or certified copies. Appropriate instructions must accompany your order.
- Return the completed form to: Secretary of State, 202 North Carson Street, Carson City, Nevada 89701-4201, (775) 684-5708.
- Form must be in the possession of the Secretary of State on or before the last day of the month in which it is due. (Postmark date is not accepted as receipt date.) Forms received after due date will be returned for additional fees and penalties. Failure to include annual list and business license fees will result in rejection of filing.

ANNUAL LIST FILING FEE: \$125.00 **LATE PENALTY:** \$75.00 (if filing late)

BUSINESS LICENSE FEE: \$200.00 **LATE PENALTY:** \$100.00 (if filing late)

Filed in the Office of <i>Barbara K. Segeste</i> Secretary of State State Of Nevada	Business Number E0202092012-1 Filing Number 20150227037-69 Filed On 05/19/2015 Number of Pages 1
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(This document was filed electronically.)
ABOVE SPACE IS FOR OFFICE USE ONLY

CHECK ONLY IF APPLICABLE AND ENTER EXEMPTION CODE IN BOX BELOW

☐ Pursuant to NRS Chapter 76, this entity is exempt from the business license fee. Exemption code:

NOTE: If claiming an exemption, a notarized Declaration of Eligibility form must be attached. Failure to attach the Declaration of Eligibility form will result in rejection, which could result in late fees.

NRS 76.020 Exemption Codes

001 - Governmental Entity
005 - Motion Picture Company
006 - NRS 680B.020 Insurance Co.

NAME SJC VENTURES HOLDING COMPANY LLC	MANAGER OR MANAGING MEMBER		
ADDRESS C/O DELAWARE INTERCORP, INC. 113 BARKSDALE PROF. C	CITY NEWARK	STATE DE	ZIP CODE 19711-3258
NAME	MANAGER OR MANAGING MEMBER		
ADDRESS	CITY	STATE	ZIP CODE
NAME	MANAGER OR MANAGING MEMBER		
ADDRESS	CITY	STATE	ZIP CODE
NAME	MANAGER OR MANAGING MEMBER		
ADDRESS	CITY	STATE	ZIP CODE

None of the managers or managing members identified in the list of managers and managing members has been identified with the fraudulent intent of concealing the identity of any person or persons exercising the power or authority of a manager or managing member in furtherance of any unlawful conduct.

I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

X MICHAEL HENRIKSEN

Title

FINANCIAL CONTROLLER

Date

5/19/2015 2:12:12 PM

**Signature of Manager, Managing Member or
Other Authorized Signature**

RA0467
Nevada Secretary of State List ManorMem
PLTF_220 Revised: 1-5-15

INITIAL/ANNUAL LIST OF MANAGERS OR MANAGING MEMBERS AND STATE
BUSINESS LICENSE APPLICATION OF:

ENTITY NUMBER

FIRST 100, LLC

E0202092012-1

NAME OF LIMITED-LIABILITY COMPANY

FOR THE FILING PERIOD OF APR, 2014 TO APR, 2015



100401


USE BLACK INK ONLY - DO NOT HIGHLIGHT

YOU MAY FILE THIS FORM ONLINE AT www.nvsliverflume.gov

☐ Return one file stamped copy. (If filing not accompanied by order instructions, file stamped copy will be sent to registered agent.)

IMPORTANT: Read instructions before completing and returning this form.

- Print or type names and addresses, either residence or business, for all manager or managing members. **A Manager, or if none, a Managing Member** of the LLC must sign the form. **FORM WILL BE RETURNED IF UNSIGNED.**
- If there are additional managers or managing members, attach a list of them to this form.
- Return completed form with the fee of \$125.00. A \$75.00 penalty must be added for failure to file this form by the deadline. An annual list received more than 90 days before its due date shall be deemed an amended list for the previous year.
- State business license fee is \$200.00. Effective 2/1/2010, \$100.00 must be added for failure to file form by deadline.
- Make your check payable to the Secretary of State.
- Ordering Copies:** If requested above, one file stamped copy will be returned at no additional charge. To receive a certified copy, enclose an additional \$30.00 per certification. A copy fee of \$2.00 per page is required for each additional copy generated when ordering 2 or more file stamped or certified copies. Appropriate instructions must accompany your order.
- Return the completed form to: Secretary of State, 202 North Carson Street, Carson City, Nevada 89701-4201, (775) 684-5708.
- Form must be in the possession of the Secretary of State on or before the last day of the month in which it is due. (Postmark date is not accepted as receipt date.) Forms received after due date will be returned for additional fees and penalties. Failure to include annual list and business license fees will result in rejection of filing.

Filed in the Office of  Secretary of State State Of Nevada	Business Number E0202092012-1 Filing Number 20140374863-58 Filed On 05/22/2014 Number of Pages 1
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(This document was filed electronically.)
ABOVE SPACE IS FOR OFFICE USE ONLY

ANNUAL LIST FILING FEE: \$125.00 **LATE PENALTY:** \$75.00 (if filing late) **BUSINESS LICENSE FEE:** \$200.00 **LATE PENALTY:** \$100.00 (if filing late)

CHECK ONLY IF APPLICABLE AND ENTER EXEMPTION CODE IN BOX BELOW

☐ Pursuant to NRS Chapter 76, this entity is exempt from the business license fee. Exemption code:

NOTE: If claiming an exemption, a notarized Declaration of Eligibility form must be attached. Failure to attach the Declaration of Eligibility form will result in rejection, which could result in late fees.

NRS 76.020 Exemption Codes

001 - Governmental Entity
005 - Motion Picture Company
006 - NRS 680B.020 Insurance Co.

NAME SJC VENTURES HOLDING COMPANY LLC	MANAGER OR MANAGING MEMBER		
ADDRESS C/O DELAWARE INTERCORP, INC. 113 BARKSDALE PROF. C	CITY NEWARK	STATE DE	ZIP CODE 19711-3258
NAME	MANAGER OR MANAGING MEMBER		
ADDRESS	CITY	STATE	ZIP CODE
NAME	MANAGER OR MANAGING MEMBER		
ADDRESS	CITY	STATE	ZIP CODE
NAME	MANAGER OR MANAGING MEMBER		
ADDRESS	CITY	STATE	ZIP CODE

None of the managers or managing members identified in the list of managers and managing members has been identified with the fraudulent intent of concealing the identity of any person or persons exercising the power or authority of a manager or managing member in furtherance of any unlawful conduct.

I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

X MICHAEL HENRIKSEN

Signature of Manager, Managing Member or
Other Authorized Signature

Title
FINANCIAL CONTROLLER
Date
5/22/2014 3:09:16 PM

RA0468
Nevada Secretary of State List Man or Mem
PLTF_221
Revised: 8-8-13




ROSS MILLER
Secretary of State
202 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-5708
Website: www.nvsos.gov



181003

Statement of Change of Registered Agent by Represented Entity (PURSUANT TO NRS 77.340)

This form may be submitted by: the Represented Entity to appoint a new Registered Agent or amend own service of process info. For more information please visit <http://www.nvsos.gov/index.aspx?page=141>

Filed in the Office of  Secretary of State State Of Nevada	Business Number E0202092012-1 Filing Number 20140096087-57 Filed On 02/07/2014 Number of Pages 1
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USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

1. Name of Represented Entity:

First 100, LLC

2. Entity File Number: E0202092012-1

3. This statement of change will have the following effect: (check only one)

- ☐ Appoints a new agent for service of process (complete 4a or 4b)
☒ Updates contact information of the Represented Entity acting as own agent (complete 4c)

4. Information in effect upon the filing of this statement: (complete only one section)

a) Commercial Registered Agent:

Name

b) Noncommercial Registered Agent:

Name

Street Address

City

Nevada

Zip Code

Mailing Address (if different from street address)

City

Nevada

Zip Code

c) Title of Office or Other Position within Represented Entity:

Chief Legal Officer/In-House Counsel

Name of Title or Position

11920 Southern Highlands Parkway, Suite 200

Las Vegas

Nevada

89141

Street Address

City

Zip Code

Mailing Address (if different from street address)

City

Nevada

Zip Code

5. Signature of Represented Entity: (required)

X 

Authorized Signature

02/07/14

Date

6. Registered Agent Acceptance: (required)

I hereby accept appointment as Registered Agent for the above named Entity.

X 

Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity

02/07/14

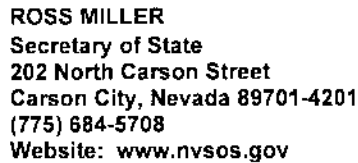
Date

FEE: \$60.00

This form must be accompanied by appropriate fees.


Nevada Secretary of State Form RA Change by Entity
Effective 6-7-13

RA0469
PLTF_222



(PURSUANT TO NRS 77.370)

This form may be submitted by: a Commercial Registered Agent, Noncommercial Registered Agent or Represented Entity. For more information please visit <http://www.nvsos.gov/index.aspx?page=141>

Filed in the Office of	Agent Id
	Filing Number 20130734539-47
Secretary of State	Filed On 11/04/2013
State Of Nevada	Number of Pages 2

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

1. Name of Registered Agent:

BLACKHAWK CORPORATE SERVICES

2. The above named registered agent resigns from serving as agent for service of process for the following entity(ies) and will send notice required by NRS 77.370 subsection 3 to the name and address stated for each. List entities in **alphabetical order**. Resigning agent may write "see attached list" in area below and attach a spreadsheet listing the entities in **alphabetical order** with required information provided.

X Rlt At ATTORNEY
Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity

EFFECTIVE DATE: This statement of resignation takes effect on the earlier of the 31st day after the day on which it is filed or the appointment of a new registered agent for the represented entity.

FEE: \$100.00 for the first entity and \$1.00 for each additional entity. (NRS 77.280)

Nevada Secretary of State Form RA Resignation
Effective: 5-14-10

RA0470
PLTF 223

	Entity Name	Entity Number	Entity Address
1.	99VIEW, LLC	E0016772011-6	1300 LORILYN AVE UNIT 4, LAS VEGAS, NV 89119
2.	AMERICAN LANDCO LLC	E0580342012-9	8965 S EASTERN AVE, SUITE 350, LAS VEGAS, NV 89123
3.	CBWE LLC	E0203372012-6	11920 SOUTHERN HIGHLANDS SUITE 200, LAS VEGAS, NV 89141
4.	COOPER EVENTS LLC	E0455742012-5	8965 S EASTERN AVE, SUITE 350, LAS VEGAS, NV 89123
5.	D V L V LLC	E0196032011-5	430 ALTURAS AVE, LAS VEGAS, NV 89123
6.	DHS LV LLC	E0548022012-1	431 ALTURAS AVE, LAS VEGAS, NV 89123
7.	FIRST 100, LLC	E0202092012-1	11920 SOUTHERN HIGHLANDS PKWY STE 200, LAS VEGAS, NV 89141
8.	GBTT LLC	E0269092011-9	5001 BIRCH ST, NEWPORT BEACH CA 92660
9.	HARMON POINT INC	E0214602008-2	450 FREMONT ST SUITE 370, LAS VEGAS, NV 89101
10.	HUYNH-TRUONG PHAM VU, MD, LTD.	E0398922006-9	2510 W HORIZON RIDGE PKWY, #130, HENDERSON, NV 89052
11.	HYPNOTIQ ENTERTAINMENT, LLC	E0540642011-6	450 FREMONT ST SUITE 370, LAS VEGAS, NV 89101
12.	ILLUMINATE INC	C28626-2004	7065 BRIGHT SPRINGS COURT, LAS VEGAS, NV 89113
13.	IRALP, INC.	C7486-2000	3663 LAS VEGAS BLVD S, SUITE 600, LAS VEGAS, NV 89109
14.	JADE LOTUS YOGA LLC	E0070102013-5	8965 S. EASTERN AVE STE 260, LAS VEGAS, NV 89123
15.	KASTLE MGMT, LLC	E0143942011-1	450 FREMONT ST SUITE 370, LAS VEGAS, NV 89101
16.	KRAVE ENTERTAINMENT, LLC	LLC19542-2003	4608 PARADISE ROAD, SUITE 200, LAS VEGAS, NV 89169
17.	LEASE INVESTMENTS, LLC	E0691452008-0	450 FREMONT ST SUITE 370, LAS VEGAS, NV 89101
18.	LJAM, LLC	E0291992012-6	1367 QUIET RIVER AVE, HENDERSON, NV 89012
19.	MJH HOLDINGS LLC	E0055652013-1	1000 N GREEN VALLEY PKWY 440-272, HENDERSON, NV 89074
20.	PHANTOM ENTERTAINMENT, LLC.	E0040272009-2	450 FREMONT ST SUITE 370, LAS VEGAS, NV 89101
21.	R7 LITE, LLC	E0264692012-7	7065 BRIGHT SPRINGS CT, LAS VEGAS, NV 89113
22.	ROCK ENTERPRISE, LLC	E0021832011-1	3663 LAS VEGAS BLVD S, SUITE 600, LAS VEGAS, NV 89109
23.	TEDDY AT RAINBOW, LLC	E0398972006-4	2510 W. HORIZON RIDGE PARKWAY, #130, HENDERSON, NV 89052
24.	THE KRAVE COMPANY, LLC	E0472692007-2	450 FREMONT ST SUITE 370, LAS VEGAS, NV 89101

**ANNUAL LIST OF MANAGERS OR MANAGING MEMBERS AND REGISTERED AGENT AND
STATE BUSINESS LICENSE APPLICATION OF:**

FILE NUMBER

FIRST 100, LLC

E0202092012-1

NAME OF LIMITED-LIABILITY COMPANY

FOR THE FILING PERIOD OF APR, 2013 TO APR, 2014



****YOU MAY FILE THIS FORM ONLINE AT www.nvsos.gov****

The entity's duly appointed registered agent in the State of Nevada upon whom process can be served is:

BLACKHAWK CORPORATE SERVICES
8965 S EASTERN AVE STE 350
LAS VEGAS, NV 89123

Filed in the Office of Secretary of State State Of Nevada	Business Number E0202092012-1
	Filing Number 20130262206-14
	Filed On 04/20/2013
	Number of Pages 1

110405

A FORM TO CHANGE REGISTERED AGENT INFORMATION IS FOUND AT: www.nvsos.gov

(This document was filed electronically.)
ABOVE SPACE IS FOR OFFICE USE ONLY

USE BLACK INK ONLY - DO NOT HIGHLIGHT

☐ Return one file stamped copy. (If filing not accompanied by order instructions, file stamped copy will be sent to registered agent.)

IMPORTANT: Read instructions before completing and returning this form.

- Print or type names and addresses, either residence or business, for all manager or managing members. A **Manager, or if none, a Managing Member** of the LLC must sign the form. **FORM WILL BE RETURNED IF UNSIGNED.**
- If there are additional managers or managing members, attach a list of them to this form.
- Return completed form with the fee of \$125.00. A \$75.00 penalty must be added for failure to file this form by the deadline. An annual list received more than 90 days before its due date shall be deemed an amended list for the previous year.
- State business license fee is \$200.00. Effective 2/1/2010, \$100.00 must be added for failure to file form by deadline.
- Make your check payable to the Secretary of State.
- Ordering Copies:** If requested above, one file stamped copy will be returned at no additional charge. To receive a certified copy, enclose an additional \$30.00 per certification. A copy fee of \$2.00 per page is required for each additional copy generated when ordering 2 or more file stamped or certified copies. Appropriate instructions must accompany your order.
- Return the completed form to: Secretary of State, 202 North Carson Street, Carson City, Nevada 89701-4201, (775) 684-5708.
- Form must be in the possession of the Secretary of State on or before the last day of the month in which it is due. (Postmark date is not accepted as receipt date.) Forms received after due date will be returned for additional fees and penalties. Failure to include annual list and business license fees will result in rejection of filing.

ANNUAL LIST FILING FEE: \$125.00 LATE PENALTY: \$75.00 BUSINESS LICENSE FEE: \$200.00 LATE PENALTY: \$100.00

CHECK ONLY IF APPLICABLE AND ENTER EXEMPTION CODE IN BOX BELOW

NRS 76.020 Exemption Codes

☐ Pursuant to NRS Chapter 76, this entity is exempt from the business license fee. Exemption code:

001 - Governmental Entity
005 - Motion Picture Company
006 - NRS 680B.020 Insurance Co.

NOTE: If claiming an exemption, a notarized Declaration of Eligibility form must be attached. Failure to attach the Declaration of Eligibility form will result in rejection, which could result in late fees.

NAME SJC VENTURES HOLDING COMPANY LLC		(DOCUMENT WILL BE REJECTED IF TITLE NOT INDICATED)	
		<input checked="" type="checkbox"/> MANAGER	<input type="checkbox"/> MANAGING MEMBER
ADDRESS C/O DELAWARE INTERCORP, INC. 113 BARKSDALE PROF. CENTER , LISA	CITY NEWARK	STATE DE	ZIP CODE 19711-3258
NAME		(DOCUMENT WILL BE REJECTED IF TITLE NOT INDICATED)	
		<input type="checkbox"/> MANAGER	<input type="checkbox"/> MANAGING MEMBER
ADDRESS	CITY	STATE	ZIP CODE
NAME		(DOCUMENT WILL BE REJECTED IF TITLE NOT INDICATED)	
		<input type="checkbox"/> MANAGER	<input type="checkbox"/> MANAGING MEMBER
ADDRESS	CITY	STATE	ZIP CODE
NAME		(DOCUMENT WILL BE REJECTED IF TITLE NOT INDICATED)	
		<input type="checkbox"/> MANAGER	<input type="checkbox"/> MANAGING MEMBER
ADDRESS	CITY	STATE	ZIP CODE

I declare, to the best of my knowledge under penalty of perjury, that the above mentioned entity has complied with the provisions of NRS Chapter 76 and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

X ROBERT ATKINSON

Signature of Manager or Managing Member

Title
ATTORNEY

Date
4/20/2013 2:15:28 PM

RA0472
PLTF_225
Nevada Secretary of State Annual List ManOrMem
Revised: 3-9-12

INITIAL LIST OF MANAGERS OR MANAGING MEMBERS AND REGISTERED AGENT AND STATE BUSINESS LICENSE APPLICATION OF:

FILE NUMBER

FIRST 100, LLC

E0202092012-1

NAME OF LIMITED-LIABILITY COMPANY

FOR THE FILING PERIOD OF 4/2012 TO 4/2013

****YOU MAY FILE THIS FORM ONLINE AT www.nvsos.gov****

The entity's duly appointed registered agent in the State of Nevada upon whom process can be served is:

BLACKHAWK CORPORATE SERVICES (Commercial Registered Agent)
8965 S EASTERN AVE STE 305
LAS VEGAS, NV 89123 USA

A FORM TO CHANGE REGISTERED AGENT INFORMATION IS FOUND AT: www.nvsos.gov



100401

Filed in the Office of Secretary of State State Of Nevada	Business Number E0202092012-1
	Filing Number 20120252017-92
	Filed On 04/10/2012
	Number of Pages 1

(This document was filed electronically.)
ABOVE SPACE IS FOR OFFICE USE ONLY

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☐ Return one file stamped copy. (If filing not accompanied by order instructions, file stamped copy will be sent to registered agent.)

IMPORTANT: Read instructions before completing and returning this form.

- Print or type names and addresses, either residence or business, for all manager or managing members. A Manager, or if none, a Managing Member of the LLC must sign the form. **FORM WILL BE RETURNED IF UNSIGNED.**
- If there are additional managers or managing members, attach a list of them to this form.
- Initial list fee is \$125.00. A \$75.00 penalty must be added for failure to file this form by the last day of the first month following organization date.
- State business license fee is \$200.00. Effective 2/1/2010, \$100 must be added for failure to file form by deadline.
- Make your check payable to the Secretary of State.
- Ordering Copies:** If requested above, one file stamped copy will be returned at no additional charge. To receive a certified copy, enclose an additional \$30.00 per certification. A copy fee of \$2.00 per page is required for each additional copy generated when ordering 2 or more file stamped or certified copies. Appropriate instructions must accompany your order.
- Return the completed form to: Secretary of State, 202 North Carson Street, Carson City, Nevada 89701-4201, (775) 684-5708.
- Form must be in the possession of the Secretary of State on or before the last day of the first month following the initial registration date. (Postmark date is not accepted as receipt date.) Forms received after due date will be returned for additional fees and penalties. Failure to include initial list and business license fees will result in rejection of filing.

INITIAL LIST FILING FEE: \$125.00

LATE PENALTY: \$75.00

BUSINESS LICENSE FEE: \$200.00

LATE PENALTY: \$100.00

Complete only if applicable

☐ Pursuant to NRS, this corporation is exempt from the business license fee. Exemption code:

☐ Month and year your State Business License expires: 20

Section 7(2) Exemption Codes

- 001 - Governmental Entity
- 002 - 501(c) Nonprofit Entity
- 003 - Home-based Business
- 004 - Natural Person with 4 or less rental dwelling units
- 005 - Motion Picture Company
- 006 - NRS 680B.020 Insurance Co.

NAME SJC VENTURES HOLDING COMPANY LLC		(DOCUMENT WILL BE REJECTED IF TITLE NOT INDICATED)	
		<input checked="" type="checkbox"/> MANAGER	<input type="checkbox"/> MANAGING MEMBER
ADDRESS C/O DELAWARE INTERCORP, INC. 113 BARKSDALE PROF. CENTER	CITY NEWARK	STATE DE	ZIP CODE 19711-3258
NAME		(DOCUMENT WILL BE REJECTED IF TITLE NOT INDICATED)	
		<input type="checkbox"/> MANAGER	<input type="checkbox"/> MANAGING MEMBER
ADDRESS	CITY	STATE	ZIP CODE
NAME		(DOCUMENT WILL BE REJECTED IF TITLE NOT INDICATED)	
		<input type="checkbox"/> MANAGER	<input type="checkbox"/> MANAGING MEMBER
ADDRESS	CITY	STATE	ZIP CODE
NAME		(DOCUMENT WILL BE REJECTED IF TITLE NOT INDICATED)	
		<input type="checkbox"/> MANAGER	<input type="checkbox"/> MANAGING MEMBER
ADDRESS	CITY	STATE	ZIP CODE

I declare, to the best of my knowledge under penalty of perjury, that the above mentioned entity has complied with the provisions of sections 6 to 18 of AB 146 of the 2009 session of the Nevada Legislature and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

ROBERT ATKINSON

X
Signature of Manager or Managing Member

Title

ATTORNEY

Date

4/10/2012 3:27:45 PM

Nevada Secretary of State Initial List Man or Mem
Revised: 8-5-09

RA0473
PLTF_226




050103



ROSS MILLER
 Secretary of State
 204 North Carson Street, Suite 4
 Carson City, Nevada 89701-4520
 (775) 684-5708
 Website: www.nvsos.gov

Articles of Organization Limited-Liability Company

(PURSUANT TO NRS CHAPTER 86)

Filed in the Office of 	Business Number E0202092012-1
Secretary of State State Of Nevada	Filing Number 20120251991-62
	Filed On 04/10/2012
	Number of Pages 2

(This document was filed electronically.)

ABOVE SPACE IS FOR OFFICE USE ONLY

USE BLACK INK ONLY - DO NOT HIGHLIGHT

1. Name of Limited-Liability Company: (must contain approved limited-liability company wording; see instructions)	FIRST 100, LLC		Check box if a Series Limited-Liability Company <input checked="" type="checkbox"/>	Check box if a Restricted Limited-Liability Company <input type="checkbox"/>
2. Registered Agent for Service of Process: (check only one box)	<input checked="" type="checkbox"/> Commercial Registered Agent: BLACKHAWK CORPORATE SERVICES Name <input type="checkbox"/> Noncommercial Registered Agent (name and address below) OR <input type="checkbox"/> Office or Position with Entity (name and address below) Name of Noncommercial Registered Agent OR Name of Title of Office or Other Position with Entity Street Address City Nevada Zip Code Mailing Address (if different from street address) City Nevada Zip Code			
3. Dissolution Date: (optional)	Latest date upon which the company is to dissolve (if existence is not perpetual):			
4. Management: (required)	Company shall be managed by: <input checked="" type="checkbox"/> Manager(s) OR <input type="checkbox"/> Member(s) (check only one box)			
5. Name and Address of each Manager or Managing Member: (attach additional page if more than 3)	1) SJG VENTURES HOLDING COMPANY LLC-SEE ATTACHED Name 113 BARKSDALE PROF. CENTE NEWARK DE 19711-3258 Street Address City State Zip Code 2) Name Street Address City State Zip Code 3) Name Street Address City State Zip Code			
6. Effective Date and Time: (optional)	Effective Date: Effective Time:			
7. Name, Address and Signature of Organizer: (attach additional page if more than 1 organizer)	BLACKHAWK CO-SEE ATTACHED <input checked="" type="checkbox"/> BLACKHAWK CORPORATE SERVICE Name Organizer Signature 8965 S EASTERN AVE STE 35 LAS VEGAS NV 89123 Address City State Zip Code			
8. Certificate of Acceptance of Appointment of Registered Agent:	I hereby accept appointment as Registered Agent for the above named Entity. <input checked="" type="checkbox"/> BLACKHAWK CORPORATE SERVICES 4/10/2012 Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity RA0474			

This form must be accompanied by appropriate fees.

 Nevada Secretary of State NRS 86 LLC Articles
 Revised: 8-31-11

Articles of Organization

(PURSUANT TO NRS CHAPTER 86)

CONTINUED

*Includes data that is too long to fit in the fields on the NRS 86 Form and
all additional managers and organizers*

ENTITY NAME:	FIRST 100, LLC
--------------	----------------

FOREIGN NAME TRANSLATION:	Not Applicable
------------------------------	----------------

REGISTERED AGENT NAME:	BLACKHAWK CORPORATE SERVICES
STREET ADDRESS:	Not Applicable
MAILING ADDRESS:	Not Applicable

ADDITIONAL	Managers or Managing Members
Name: SJC VENTURES HOLDING COMPANY LLC	
Address: 113 BARKSDALE PROF. CENTER	
City: NEWARK	
State: DE	
Zip Code: 19711-3258	

ADDITIONAL	Organizers
Name: BLACKHAWK CORPORATE SERVICES	
Address: 8965 S EASTERN AVE STE 350	
City: LAS VEGAS	
State: NV	
Zip Code: 89123	



BARBARA K. CEGAUSKE
Secretary of State
202 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-5708
Website: www.nvsos.gov
www.nvsilverflume.gov

Filed in the Office of <i>Barbara K. Cegauske</i> Secretary of State State Of Nevada	Business Number E0579452013-0 Filing Number 20190251869 Filed On 10/29/2019 21:13:15 PM Number of Pages 4
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Certificate of Reinstatement/Revival

NRS 78, 78A, 80, 81, 82, 84, 86, 87, 87A, 88, 88A and 89



Reinstatement



Revival

1. Entity information:

Name of entity as on file with the Nevada Secretary of State:

1ST ONE HUNDRED HOLDINGS LLC

Entity or Nevada Business Identification Number (NVID): **NV20131701658**

2. Registered Agent for Service of Process:

(check only one box)

☐ Commercial Registered Agent (name only below) ☒ Noncommercial Registered Agent (name and address below) ☐ Office or position with Entity (title and address below)

SJC Ventures LLC

Name of Registered Agent OR Title of Office or Position with Entity

10170 W Tropicana Ave, Ste 156-290

Las Vegas

Nevada **89147**

Street Address

City

Zip Code

Mailing Address (If different from street address)

City

Nevada Zip Code

I hereby accept appointment as Registered Agent for the above named Entity. If the registered agent is unable to sign the Articles of Incorporation, submit a separate signed Registered Agent Acceptance form.

X

Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity

Date

3. Date When Revival is to Commence:

Date when revival of charter is to commence or be effective, which may be before the date of the certificate:

4. Duration of Revival:

(A date is required for entities under NRS 88)

Indicate whether or not the revival is to be perpetual, and, if not perpetual, the time for which the revival is to continue. Limited Partnership under NRS 88 must indicate a date.
The corporation's existence shall be: PERPETUAL or

5. Current List :

Reinstatements:
List of Officers,
Managers,
Managing Members,
General Partners,
Managing
Partners, Trustee or
Subscribers

Revivals:
List of Officers,
Managers,
Managing Members,
General Partners,
Managing Partners
or Trustee

CORPORATION, INDICATE THE MANAGING MEMBER, OR EQUIVALENT OF: Title: **MANAGING MEMBER**

JAY BLOOM

USA

Name

Country

10620 SOUTHERN HIGHLANDS

LAS VEGAS

NV

89141

Address

City

State

Zip/Postal Code

RA0476



BARBARA K. CEGAUSKE
Secretary of State
202 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-5708
Website: www.nvsos.gov
www.nvsilverflume.gov

Certificate of Reinstatement/Revival

NRS 78, 78A, 80, 81, 82, 84, 86, 87, 87A, 88, 88A and 89

☒ Reinstatement

☐ Revival

6. Statement of Fact:

(Revivals only, select one. Entities under NRS 84 cannot revive)

☐ Revival pursuant to 78.730 or 81.010: (check one)

The undersigned declare that the corporation desires to revive its corporate charter and is, or has been, organized and carrying on the business authorized by its existing or original charter and amendments thereto, and desires to continue through revival its existence pursuant to and subject to the provisions of Chapters 78 and/or 81.

- ☐ The undersigned declare that they have obtained written consent of the stockholders of the corporation holding at least a majority of the voting power and that this consent was secured; furthermore, that they are the person(s) designated or appointed by the stockholders of the corporation to revive the corporation.
- ☐ The undersigned declare that they are the person(s) who have been designated by a majority of the directors in office to sign this certificate and that no stock has been issued. Membership approval not required under NRS 81.010(2).

☐ Revival pursuant to 80:

The undersigned declare that the corporation desires to revive its qualification to do business and is, or has been, organized and carrying on the business authorized by its existing or original qualification and amendments thereto, and desires to continue through revival its existence pursuant to and subject to the provisions of Chapter 80.

- ☐ The undersigned declare that they have obtained written consent of the stockholders of the corporation holding at least a majority of the voting power and that this consent was secured; furthermore, that they are the person(s) designated or appointed by the stockholders of the corporation to revive the qualification.
- ☐ The undersigned declare that they are the person(s) who have been designated by a majority of the directors in office to sign this certificate and that no stock has been issued.

☐ Revival pursuant to 82:

The undersigned declare that the corporation desires to revive its corporate charter and is, or has been, organized and carrying on the business authorized by its existing or original charter and amendments thereto, and desires to continue through revival its existence pursuant to and subject to the provisions of Chapters 81 and 82.

This certificate must be executed by the President or Vice President **AND** Secretary or Assistant Secretary.

The undersigned declare that the execution and filing of this certificate has been approved unanimously by the last-appointed surviving directors of the corporation and the unanimous consent has been secured:

RA0477



BARBARA K. CEGAVSKE
Secretary of State
202 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-5708
Website: www.nvsos.gov
www.nvsilverflume.gov

Certificate of Reinstatement/Revival

NRS 78, 78A, 80, 81, 82, 84, 86, 87, 87A, 88, 88A and 89



Reinstatement



Revival

6. Statement of Fact:

(Revivals only, select one. Entities under NRS 84 cannot revive)



Revival pursuant to 86.580:

The undersigned declare that the limited-liability company desires to revive its charter and is, or has been, organized and carrying on the business authorized by its existing or original charter and amendments thereto, and desires to continue through revival its existence pursuant to and subject to the provisions of Chapter 86.

The undersigned declares that he has been designated or appointed by the members to sign this certificate. Furthermore, the execution and filing of this certificate has been approved and secured by the written consent of a majority of the members.



Revival pursuant to 86:

The undersigned declare that the foreign limited-liability company desires to revive its registration and is, or has been, organized and carrying on the business authorized by its existing or original registration and amendments thereto, and desires to continue through revival its existence pursuant to and subject to the provisions of NRS 86.5467.

The undersigned declares that he/she has obtained approval by written consent of the majority in interest and that this consent was secured.



Revival pursuant to 87, 87A, 88 or 88A:

The undersigned declare that the limited partnership, limited-liability partnership, limited-liability limited partnership or business trust desires to revive its certificate and is, or has been, organized and carrying on the business authorized by its existing or original certificate and amendments thereto, and desires to continue through revival its existence pursuant to and subject to the provisions of Chapter 87, 87A, 88 or 88A

The undersigned declares that he/she has been designated or appointed by the general partners, managing partners or trustees to sign this certificate. Furthermore, the execution and filing of this certificate has been approved and secured by the written consent of the general partners or managing partners holding at least a majority of the voting powers.



Revival pursuant to 89:

The undersigned declare that the professional association desires to revive its articles of association and is, or has been, organized and carrying on the business authorized by its existing or original articles of association and amendments thereto, and desires to continue through revival its existence pursuant to and subject to the provisions of Chapter 89.

The undersigned declares that he/she has been designated or appointed by the members to sign this certificate. Furthermore, the execution and filing of this certificate has been approved and secured by the written consent of the holders of a membership interest in the professional association holding at least a majority of voting power.

7. Signatures:

(Required)

I declare under the penalty of perjury that the reinstatement/revival has been authorized by a court of competent jurisdiction or by the duly selected manager or managers of the entity or if the entity has no managers, its managing members.

I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

X

Jay Bloom

Signature of Officer, Manager, Managing Member,
General Partner, Managing Partner, Trustee, or
Authorized Signer

Member

Title

10/29/2019

Date

FORM WILL BE RETURNED IF UNSIGNED.

RA0478



180304

BARBARA K. CEGAVSKE
 Secretary of State
 202 North Carson Street
 Carson City, Nevada 89701-4201
 (775) 684-5708
 Website: www.nvsos.gov



Registered Agent Acceptance

(PURSUANT TO NRS 77.310)

may be submitted by: a Commercial Registered Agent,
 Commercial Registered Agent or Represented Entity. For more
 information please visit <http://www.nvsos.gov/index.aspx?page=141>

PINK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

Certificate of Acceptance of Appointment by Registered Agent

In the matter of

1ST ONE HUNDRED HOLDINGS LLC

Name of Represented Business Entity

I, SJC Ventures Holdings, LLC

am a:

Name of Appointed Registered Agent OR Represented Entity Serving as Own Agent*

(complete only one)

- a) ☐ commercial registered agent listed with the Nevada Secretary of State,
 b) ☒ noncommercial registered agent with the following address for service of process:

10170 W Tropicana Ave Ste 156-290

Street Address

Las Vegas

City

Nevada 89147

Zip Code

Mailing Address (if different from street address)

City

Nevada

Zip Code

- c) ☐ represented entity accepting own service of process at the following address:

Title of Office or Position of Person in Represented Entity

Street Address

City

Nevada

Zip Code

Mailing Address (if different from street address)

City

Nevada

Zip Code

and hereby state that on 10/28/19

Date

the above named business entity.

I accepted the appointment as registered agent for

X

Authorized Signature of R.A. or On Behalf of R.A. Company

10/28/19

Date

*If changing Registered Agent when reinstating, officer's signature required.

X

Signature of Officer

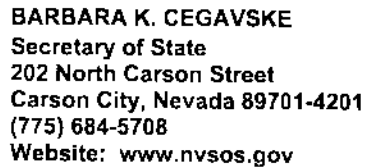
10/28/19

Date

RA0479

Nevada Secretary of State Form RA Acceptance
 Revised: 1-5-15


PLTF_232



(PURSUANT TO NRS 77.370)

This form may be submitted by: a Commercial Registered Agent, Noncommercial Registered Agent or Represented Entity. For more information please visit <http://www.nvsos.gov/index.aspx?page=141>

USE BLACK INK ONLY - DO NOT HIGHLIGHT

Filed in the Office of  Secretary State Of Nevada	Agent Id
	Filing Number 20180110234-42
	Filed On 03/08/2018
	Number of Pages 1

ABOVE SPACE IS FOR OFFICE USE ONLY

1. Name of Registered Agent:

Maier Gutierrez and Associates

2. The above named registered agent resigns from serving as agent for service of process for the following entity(ies) and will send notice required by NRS 77.370 subsection 3 to the name and address stated for each. List entities in **alphabetical order**. Resigning agent may write "see attached list" in area below and attach a spreadsheet listing the entities in **alphabetical order** with required information provided.

[illegible]

X

Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity

FEE: \$100.00 for the first entity and \$1.00 for each additional entity. (NRS 77.280)

EFFECTIVE DATE: This statement of resignation takes effect on the earlier of the 31st day after the day on which it is filed or the appointment of a new registered agent for the represented entity.

RA0480

Nevada Secretary of State Form RA Resignation
Revised: 1-5-15

PLTF 233

INITIAL/ANNUAL LIST OF MANAGERS OR MANAGING MEMBERS AND STATE BUSINESS LICENSE APPLICATION OF:

ENTITY NUMBER

1st One Hundred Holdings, LLC
NAME OF LIMITED-LIABILITY COMPANY



FOR THE FILING PERIOD OF 1/1/16 TO 12/31/17

USE BLACK INK ONLY - DO NOT HIGHLIGHT

****YOU MAY FILE THIS FORM ONLINE AT www.nvsliverflume.gov****

- ☐ Return one file stamped copy. (If filing not accompanied by order instructions, the stamped copy will be sent to registered agent.)

IMPORTANT: Read instructions before completing and returning this form.

- Print or type names and addresses, either residence or business, for all manager or managing members. A Manager, or if none, a Managing Member of the LLC must sign the form. **FORM WILL BE RETURNED IF UNSIGNED.**
- If there are additional managers or managing members, attach a list of them to this form.
- Return completed form with the fee of \$150.00. A \$75.00 penalty must be added for failure to file this form by the deadline. An annual list received more than 90 days before its due date shall be deemed an amended list for the previous year.
- State business license fee is \$200.00. Effective 2/1/2010, \$100.00 must be added for failure to file form by deadline.
- Make your check payable to the Secretary of State.
- Ordering Copies:** If requested above, one file stamped copy will be returned at no additional charge. To receive a certified copy, enclose an additional \$30.00 per certification. A copy fee of \$2.00 per page is required for each additional copy generated when ordering 2 or more file stamped or certified copies. Appropriate instructions must accompany your order.
- Return the completed form to: Secretary of State, 202 North Carson Street, Carson City, Nevada 89701-4201, (775) 684-5708.
- Form must be in the possession of the Secretary of State on or before the last day of the month in which it is due. (Postmark date is not accepted as receipt date.) Forms received after due date will be returned for additional fees and penalties. Failure to include annual list and business license fees will result in rejection of filing.

ABOVE SPACE IS FOR OFFICE USE ONLY

ANNUAL LIST FILING FEE: \$150.00 LATE PENALTY: \$75.00 (if filed late)

BUSINESS LICENSE FEE: \$200.00 LATE PENALTY: \$100.00 (if filed late)

CHECK ONLY IF APPLICABLE AND ENTER EXEMPTION CODE IN BOX BELOW

- ☐ Pursuant to NRS Chapter 78, this entity is exempt from the business license fee. Exemption code:

NOTE: If claiming an exemption, a notarized Declaration of Eligibility form must be attached. Failure to attach the Declaration of Eligibility form will result in rejection, which could result in late fees.

NRS 78.020 Exemption Codes

- 001 - Governmental Entity
- 005 - Motion Picture Company
- 008 - NRS 680B.020 Insurance Co.

NAME _____ MANAGER OR MANAGING MEMBER

ADDRESS _____ CITY _____ STATE _____ ZIP CODE _____
10620 Southern Highlands Pkwy Las Vegas NV 89141

NAME _____ MANAGER OR MANAGING MEMBER

ADDRESS _____ CITY _____ STATE _____ ZIP CODE _____

NAME _____ MANAGER OR MANAGING MEMBER

ADDRESS _____ CITY _____ STATE _____ ZIP CODE _____

NAME _____ MANAGER OR MANAGING MEMBER

ADDRESS _____ CITY _____ STATE _____ ZIP CODE _____

None of the managers or managing members identified in the list of managers and managing members has been identified with the fraudulent intent of concealing the identity of any person or persons exercising the power or authority of a manager or managing member in furtherance of any unlawful conduct.

I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

X

Signature of Manager, Managing Member or Other Authorized Signature

Title

Manager

Date

5/18/17

Nevada Secretary of State
B-A-0481
List Man or Mem
Revised: 7-1-15

PLTF_234



BARBARA K. CEGAVSKE
Secretary of State
202 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-5708
Website: www.nvsoe.gov



181004

Statement of Change of Registered Agent by Represented Entity

(PURSUANT TO NRS 77.340)

This form may be submitted by the Represented Entity to appoint a new Registered Agent or amend own service of process info. For more information please visit <http://www.nvsoe.gov/index.spx?page=141>

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

1. Name of Represented Entity:

1st One Hundred Holdings, LLC

2. Entity File Number: 60579452013-0

3. This statement of change will have the following effect: (check only one)

- ☒ Appoints a new agent for service of process (complete 4a or 4b)
☐ Updates contact information of the Represented Entity acting as own agent (complete 4c)

4. Information in effect upon the filing of this statement: (complete only one section)

a) Commercial Registered Agent:

Name

b) Noncommercial Registered Agent:

Name

Street Address

City

Nevada

Zip Code

Mailing Address (if different from street address)

City

Nevada

Zip Code

c) Title of Office or Other Position within Represented Entity:

Name of Title or Position

Street Address

City

Nevada

Zip Code

Mailing Address (if different from street address)

City

Nevada

Zip Code

5. Signature of Represented Entity: (required)

X

Authorized Signature

Date

6. Registered Agent Acceptance: (required)

I hereby accept appointment as Registered Agent for the above named Entity.

X

Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity

Date

FEE: \$60.00

This form must be accompanied by appropriate fees.

Nevada Secretary of State RA0482 Change by Entity
Revised: 1-5-15

PLTF_235



"260203"



BARBARA K. CEGAUSKE
Secretary of State
202 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-6708
Website: www.nvsoe.gov

Certificate of Reinstatement

(PURSUANT TO NRS CHAPTERS 78, 78A, 80, 81, 82,
84, 86, 87, 88 AND 89)

Filed in the Office of <i>Barbara K. Cegauske</i> Secretary of State State Of Nevada	Business Number E0579452013-0 Filing Number 20170219296-69 Filed On 05/18/2017 Number of Pages 1
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USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

Certificate of Reinstatement (For Entities Governed by NRS Chapters 78, 78A, 80, 81, 82, 84, 86, 87, 88 and 89)

1. Name of Entity:

1st One Hundred Holdings, LLC

2. Entity Number:

E0579452013-0

3. Signature:

I declare under penalty of perjury that the reinstatement has been authorized by a court of competent jurisdiction or by the duly elected board of directors of the entity or if the entity has no board of directors, its equivalent of such board.

I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

X

Signature of Officer or other Authorized Signature

Date

5/18/17

This form must be accompanied by appropriate fees.

Nevada Secretary of State **RA0483**
Revised: 1-5-15

PLTF_236

INITIAL/ANNUAL LIST OF MANAGERS OR MANAGING MEMBERS AND STATE
BUSINESS LICENSE APPLICATION OF:

ENTITY NUMBER

1ST ONE HUNDRED HOLDINGS LLC

E0579452013-0

NAME OF LIMITED-LIABILITY COMPANY



100402

FOR THE FILING PERIOD OF DEC, 2014 TO DEC, 2015

USE BLACK INK ONLY - DO NOT HIGHLIGHT

YOU MAY FILE THIS FORM ONLINE AT www.nvsliverflume.gov

☐ Return one file stamped copy. (If filing not accompanied by order instructions, file stamped copy will be sent to registered agent.)

IMPORTANT: Read instructions before completing and returning this form.

1. Print or type names and addresses, either residence or business, for all manager or managing members. **A Manager, or if none, a Managing Member** of the LLC must sign the form. **FORM WILL BE RETURNED IF UNSIGNED.**
2. If there are additional managers or managing members, attach a list of them to this form.
3. Return completed form with the fee of \$125.00. A \$75.00 penalty must be added for failure to file this form by the deadline. An annual list received more than 90 days before its due date shall be deemed an amended list for the previous year.
4. State business license fee is \$200.00. Effective 2/1/2010, \$100.00 must be added for failure to file form by deadline.
5. Make your check payable to the Secretary of State.
6. **Ordering Copies:** If requested above, one file stamped copy will be returned at no additional charge. To receive a certified copy, enclose an additional \$30.00 per certification. A copy fee of \$2.00 per page is required for each additional copy generated when ordering 2 or more file stamped or certified copies. Appropriate instructions must accompany your order.
7. Return the completed form to: Secretary of State, 202 North Carson Street, Carson City, Nevada 89701-4201, (775) 684-5708.
8. Form must be in the possession of the Secretary of State on or before the last day of the month in which it is due. (Postmark date is not accepted as receipt date.) Forms received after due date will be returned for additional fees and penalties. Failure to include annual list and business license fees will result in rejection of filing.

Filed in the Office of <i>Barbara K. Gearty</i> Secretary of State State Of Nevada	Business Number E0579452013-0 Filing Number 20150227054-78 Filed On 05/19/2015 Number of Pages 1
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(This document was filed electronically.)
ABOVE SPACE IS FOR OFFICE USE ONLY

ANNUAL LIST FILING FEE: \$125.00 **LATE PENALTY:** \$75.00 (if filing late) **BUSINESS LICENSE FEE:** \$200.00 **LATE PENALTY:** \$100.00 (if filing late)

CHECK ONLY IF APPLICABLE AND ENTER EXEMPTION CODE IN BOX BELOW

☐ Pursuant to NRS Chapter 76, this entity is exempt from the business license fee. Exemption code:

NOTE: If claiming an exemption, a notarized Declaration of Eligibility form must be attached. Failure to attach the Declaration of Eligibility form will result in rejection, which could result in late fees.

NRS 76.020 Exemption Codes

- 001 - Governmental Entity
- 005 - Motion Picture Company
- 006 - NRS 680B.020 Insurance Co.

NAME JAY BLOOM	MANAGER OR MANAGING MEMBER		
ADDRESS 10620 SOUTHERN HIGHLANDS , USA	CITY LAS VEGAS	STATE NV	ZIP CODE 89141
NAME JOHN C MORGANDO	MANAGER OR MANAGING MEMBER		
ADDRESS 10620 SOUTHERN HIGHLANDS , USA	CITY LAS VEGAS	STATE NV	ZIP CODE 89141
NAME	MANAGER OR MANAGING MEMBER		
ADDRESS	CITY	STATE	ZIP CODE
NAME	MANAGER OR MANAGING MEMBER		
ADDRESS	CITY	STATE	ZIP CODE

None of the managers or managing members identified in the list of managers and managing members has been identified with the fraudulent intent of concealing the identity of any person or persons exercising the power or authority of a manager or managing member in furtherance of any unlawful conduct.

I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

X MICHAEL HENRIKSEN

Signature of Manager, Managing Member or
Other Authorized Signature

Title
FINANCIAL CONTROLLER
Date
5/19/2015 2:14:14 PM
RA0484

Nevada Secretary of State List Man or Mem
Revised: 1-5-15

PLTF_237

INITIAL/ANNUAL LIST OF MANAGERS OR MANAGING MEMBERS AND STATE
BUSINESS LICENSE APPLICATION OF:

ENTITY NUMBER

1ST ONE HUNDRED HOLDINGS LLC

E0579452013-0

NAME OF LIMITED-LIABILITY COMPANY

FOR THE FILING PERIOD OF DEC, 2013 TO DEC, 2014



100401


USE BLACK INK ONLY - DO NOT HIGHLIGHT

YOU MAY FILE THIS FORM ONLINE AT www.nvsliverflume.gov

☐ Return one file stamped copy. (If filing not accompanied by order instructions, file stamped copy will be sent to registered agent.)

IMPORTANT: Read instructions before completing and returning this form.

- Print or type names and addresses, either residence or business, for all manager or managing members. **A Manager, or if none, a Managing Member** of the LLC must sign the form. **FORM WILL BE RETURNED IF UNSIGNED.**
- If there are additional managers or managing members, attach a list of them to this form.
- Return completed form with the fee of \$125.00. A \$75.00 penalty must be added for failure to file this form by the deadline. An annual list received more than 90 days before its due date shall be deemed an amended list for the previous year.
- State business license fee is \$200.00. Effective 2/1/2010, \$100.00 must be added for failure to file form by deadline.
- Make your check payable to the Secretary of State.
- Ordering Copies:** If requested above, one file stamped copy will be returned at no additional charge. To receive a certified copy, enclose an additional \$30.00 per certification. A copy fee of \$2.00 per page is required for each additional copy generated when ordering 2 or more file stamped or certified copies. Appropriate instructions must accompany your order.
- Return the completed form to: Secretary of State, 202 North Carson Street, Carson City, Nevada 89701-4201, (775) 684-5708.
- Form must be in the possession of the Secretary of State on or before the last day of the month in which it is due. (Postmark date is not accepted as receipt date.) Forms received after due date will be returned for additional fees and penalties. Failure to include annual list and business license fees will result in rejection of filing.

Filed in the Office of  Secretary of State State Of Nevada	Business Number E0579452013-0 Filing Number 20130791426-85 Filed On 12/03/2013 Number of Pages 1
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(This document was filed electronically.)
ABOVE SPACE IS FOR OFFICE USE ONLY

ANNUAL LIST FILING FEE: \$125.00 **LATE PENALTY:** \$75.00 (if filing late) **BUSINESS LICENSE FEE:** \$200.00 **LATE PENALTY:** \$100.00 (if filing late)

CHECK ONLY IF APPLICABLE AND ENTER EXEMPTION CODE IN BOX BELOW

☐ Pursuant to NRS Chapter 76, this entity is exempt from the business license fee. Exemption code:

NOTE: If claiming an exemption, a notarized Declaration of Eligibility form must be attached. Failure to attach the Declaration of Eligibility form will result in rejection, which could result in late fees.

NRS 76.020 Exemption Codes

001 - Governmental Entity
005 - Motion Picture Company
006 - NRS 680B.020 Insurance Co.

NAME JAY BLOOM		MANAGER OR MANAGING MEMBER	
ADDRESS 10620 SOUTHERN HIGHLANDS , USA	CITY LAS VEGAS	STATE NV	ZIP CODE 89141
NAME JOHN C MORGANDO		MANAGER OR MANAGING MEMBER	
ADDRESS 10620 SOUTHERN HIGHLANDS , USA	CITY LAS VEGAS	STATE NV	ZIP CODE 89141
NAME		MANAGER OR MANAGING MEMBER	
ADDRESS	CITY	STATE	ZIP CODE
NAME		MANAGER OR MANAGING MEMBER	
ADDRESS	CITY	STATE	ZIP CODE

None of the managers or managing members identified in the list of managers and managing members has been identified with the fraudulent intent of concealing the identity of any person or persons exercising the power or authority of a manager or managing member in furtherance of any unlawful conduct.

I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

X ERIKA TWESME

Signature of Manager, Managing Member or
Other Authorized Signature

Title
REGISTERED AGENT
Date
12/3/2013 2:54:35 PM
RA0485

Nevada Secretary of State List Man or Mem
Revised: 8-8-13

PLTF_238




ROSS MILLER
Secretary of State
204 North Carson Street, Suite 4
Carson City, Nevada 89701-4520
(775) 684-5708
Website: www.nvsos.gov



050104

Articles of Organization Limited-Liability Company

(PURSUANT TO NRS CHAPTER 86)

Filed in the Office of  Secretary of State State Of Nevada	Business Number E0579452013-0 Filing Number 20130791424-63 Filed On 12/03/2013 Number of Pages 1
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(This document is for filing only. It is not a certificate of incorporation.)

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

1. Name of Limited-Liability Company: (must contain approved limited-liability company wording; see instructions)	1ST ONE HUNDRED HOLDINGS LLC			Check box if a Series Limited-Liability Company <input type="checkbox"/>	Check box if a Restricted Limited-Liability Company <input type="checkbox"/>
2. Registered Agent for Service of Process: (check only one box)	<input type="checkbox"/> Commercial Registered Agent: _____ Name				
	<input checked="" type="checkbox"/> Noncommercial Registered Agent (name and address below) OR <input type="checkbox"/> Office or Position with Entity (name and address below)				
	ERIKA TWESME Name of Noncommercial Registered Agent OR Name of Title of Office or Other Position with Entity				
	10620 SOUTHERN HIGHLANDS Street Address	LAS VEGAS City	Nevada State	89141 Zip Code	
	10620 SOUTHERN HIGHLANDS Mailing Address (if different from street address)	LAS VEGAS City	Nevada State	89141 Zip Code	
3. Dissolution Date: (optional)	Latest date upon which the company is to dissolve (if existence is not perpetual): _____				
4. Management: (required)	Company shall be managed by: <input type="checkbox"/> Manager(s) OR <input checked="" type="checkbox"/> Member(s) (check only one box)				
5. Name and Address of each Manager or Managing Member: (attach additional page if more than 3)	1) JAY BLOOM Name				
	10620 SOUTHERN HIGHLANDS Street Address	LAS VEGAS City	NV State	89141 Zip Code	
	2) JOHN C MORGANDO Name				
	10620 SOUTHERN HIGHLANDS Street Address	LAS VEGAS City	NV State	89141 Zip Code	
	3) _____ Name				
	_____ Street Address	_____ City	_____ State	_____ Zip Code	
6. Effective Date and Time: (optional)	Effective Date: _____ Effective Time: _____				
7. Name, Address and Signature of Organizer: (attach additional page if more than 1 organizer)	I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.				
	JAY BLOOM Name	<input checked="" type="checkbox"/> JAY BLOOM Organizer Signature			
	10620 SOUTHERN HIGHLANDS Address	LAS VEGAS City	NV State	89141 Zip Code	
8. Certificate of Acceptance of Appointment of Registered Agent:	I hereby accept appointment as Registered Agent for the above named Entity.				
	<input checked="" type="checkbox"/> ERIKA TWESME Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity				RA0486 Date

This form must be accompanied by appropriate fees.

Nevada Secretary of State NRS 86 LLC Articles

PLTF_239

Revised: 7-26-13

Raffi A Nahabedian

From: Raffi A Nahabedian [raffi@nahabedianlaw.com]
Sent: Monday, January 04, 2021 6:15 PM
To: 'Jay Bloom'
Cc: 'Raffi A Nahabedian'
Subject: Attorney.RetainerAgreement.MatthewFarkas.TCGFarkas
Attachments: Attorney.RetainerAgreement.MatthewFarkas.TCGFarkas.pdf

Jay

Good evening. Here is a retainer agreement for Matthew. Please have him call me with any questions or comments.

Raffi

ATTORNEY RETAINER FEE AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MATTHEW FARKAS

Dated: _____, 2021

Raffi A Nahabedian

From: Jay Bloom [jbloom@lvem.com]
Sent: Thursday, January 07, 2021 2:48 PM
To: Joseph Gutierrez; Jason Maier
Cc: raffi@nahabedianlaw.com
Subject: FW: Documents to be printed, signed by Matthew Farkas, scanned and emailed and UPS mailed back.
Attachments: IMPORTANT DOCS SCAN.pdf

Here you go!!

Originals in the mail...

Lets get the Substitution of Attorney and Stip to Dismiss filed for TCG/Farkas and put this to bed in the next day or two.
Let's try to have this filed the same time GTG gets their termination letter...

Thanks,
Jay

From: The UPS Store 4590 <store4590@gmail.com>
Sent: Thursday, January 7, 2021 2:40 PM
To: Jay Bloom <jbloom@lvem.com>
Subject: Re: Documents to be printed, signed by Matthew Farkas, scanned and emailed and UPS mailed back.

Documents scanned

On Thu, Jan 7, 2021 at 1:58 PM Jay Bloom <jbloom@lvem.com> wrote:

Hi Cuni,

Can you please print 1 copy of each of these 4 documents attached?

Matthew Farkas will be by to sign them (and initial each page on the attorney retainer agreement.

When complete, can you please scan the 4 signed documents and email them back to me at jbloom@lvem.com

If you could also mail the completed hard copies to:

Jay Bloom

5148 Spanish Heights Dr

Las Vegas, NV 89148

Please call me at 702-423-0500 with any questions and for payment when completed.

Thank you,

Jay Bloom

Leading Ventures and Enterprise Matching

m 702.423.0500 | f 702.974.0284

Jbloom@lvem.com | www.LVEM.com

Please consider the environment

CONFIDENTIALITY NOTICE: This message is for the named person's use only. It may contain sensitive and private proprietary or legally privileged information. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication of this communication is strictly prohibited and may be unlawful. If you are not the intended recipient, please notify the sender immediately by return e-mail and destroy this communication and all copies thereof, including all attachments.

1 **RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

2 This Release, Hold Harmless and Indemnification Agreement is entered into as of this 6th day of January 2021, by
3 and between 1st One Hundred Holdings, LLC (hereinafter "1st 100"), First 100, LLC (hereinafter "F100") and Matthew Farkas
4 (hereinafter "FARKAS"), (collectively referred to as "the Parties");

5 The Parties wish to resolve the dispute without litigation;

6 NOW, THEREFORE, 1st 100, F100 and the FARKAS hereby represent, warrant and agree as follows:

7 **I. MUTUAL GENERAL RELEASE**

8 Except for the rights and obligations created or preserved under this Agreement, and expressly conditioned upon the
9 full execution of this Agreement by all Parties, the Parties, and their owners, assigns, successors, partners, agents,
10 representatives, directors, officers, parents, and affiliated entities, do hereby fully, completely, finally and forever release,
11 waive, relinquish and discharge each other, and their respective owners, parents, affiliated entities, shareholders, officers,
12 directors, agents, affiliates, representatives, employers, employees, attorneys, foundations, trusts, trustees, licensees,
13 principals, partners, partnerships, insurers, successors, administrators, executors, beneficiaries, heirs and assigns, whether past
14 or present, from any and all claim or claims for relief, cause or causes action, judgments, debts, contracts, agreements,
15 warranties, representations, actions, claims, suits, demands, promises, liabilities of any nature, obligations, damages, expenses
16 and costs of any and every kind and nature whatsoever, from the beginning of time to the Effective Date of this Agreement,
17 whether based on contract, tort, statute, or other theory of recovery, legal, equitable, or otherwise, whether now known or
18 unknown, suspected or unsuspected, or existing or claimed to exist, specifically including, without limiting the generality of
19 the foregoing, any claim asserted or which could have been asserted by any (collectively, the "Released Claims"), except that
20 this Release shall not release or limit any of the obligations, duties, liabilities, ability or right to enforce, or rights under this
21 Agreement.

22 Release of Known and Unknown Claims. The Parties expressly agree this release is intended to effect a general
23 release of all claims known or unknown, whether now or hereafter arising and whether or not such claims or purported claims
24 have been asserted or could have been asserted by any party in connection with the Released Claims. The release of unknown,
25 unanticipated and unsuspected losses or claims is contractual, and not a mere recital. This release is expressly intended to
26 extend to and fully release claims which each Party does not know or suspect to exist in its favor at the time of executing this
27 Agreement, which if known by such Party might or would have materially affected the Parties' settlement or decision to settle
28 with each other, with the exception that this release is not intended to release or limit any of the obligations, duties, liabilities,

1 ability or right to enforce, or rights under this Agreement.

2
3 (a) Covenant Not to Sue. Without limiting the generality of the General Release in this Section, and
4 subject to the terms of this Agreement, each Party hereby covenants and agrees that, effective as of the Settlement Date, such
5 Party shall not institute, bring, make any complaint, commence, or continue any action in any court, arbitration, or other forum
6 or tribunal against any of the other Parties with respect to any of the Released Claims.

7
8 **II. INDEMNIFICATION**

9 **STANDARD FOR INDEMNIFICATION.**

10 **F100 and 1st 100 shall indemnify Farkas who was, is, or is threatened to be made a named defendant or**
11 **respondent in a proceeding because the Person is or was a Manager, Member, or Officer of the Company, or**
12 **for any action, related to Company, if it is determined either by the Managers for any reason, or in accordance**
13 **with this Article, that the Person:**

14 **A. Conducted himself in good faith;**

15 **B. Reasonably believed (i) in the case of conduct in his official capacity at the Company, that his conduct**
16 **was in the Company's best interests, and (ii) in all other cases, that his conduct was at least not opposed to the**
17 **Company's best interests;**

18 **C. In the case of any criminal proceeding, had no reasonable cause to believe his conduct was unlawful; or**

19 **D. For any other reason as may be determined solely in the discretion of the Manager, subject to approval by**
20 **affirmative vote of a simple majority of Class A Members.**

21
22 **PROHIBITED INDEMNIFICATION.**

23 **EXCEPT TO THE EXTENT PERMITTED BY THIS ARTICLE, A MANAGER OR MEMBER MAY NOT BE**
24 **INDEMNIFIED UNDER ANY SECTION OF THIS ARTICLE IN RESPECT OF A PROCEEDING:**

25 **A. In which the Person is found liable on the basis that personal benefit from company assets was**
26 **improperly received by him; or**

27
28 **B. In which the Person is found liable to the Company.**

1 EFFECT OF TERMINATION OF PROCEEDING. The termination of a proceeding by judgment, order,
2 settlement, or conviction, or on a plea of nolo contendere or its equivalent is not of itself determinative that the
3 Person did not meet the requirements set forth in any Section of this Article. A Person shall be deemed to have
4 been found liable in respect of any claim, issue or matter only after the Person shall have been so adjudged by a
5 court of competent jurisdiction after exhaustion of all appeals therefrom. Until such time as to a final disposition,
6 the Company shall provide the indemnification and defenses contemplated herein.

7 Extent of indemnification. A person shall be indemnified under this article against judgments, penalties (including
8 excise and similar taxes), fines, settlements, liens against the subject property and reasonable expenses actually
9 incurred by the person in connection with the proceeding; but if the person is found liable to the company or is
10 found liable on the basis that personal benefit was improperly received by the person, the indemnification shall (a)
11 be limited to reasonable expenses actually incurred, and (b) not be made in respect of any proceeding in which the
12 person shall have been found liable for willful or intentional misconduct in the performance of such person's duty
13 to the company.

14 Determination of indemnification. A determination of indemnification under any section of this article may be
15 made by (i) the managers, or (ii) legal counsel to the company.

16 Authorization of indemnification. Authorization of indemnification and determination as to reasonableness of
17 expenses must be made in the same manner as the determination that indemnification is permissible, except that: (i)
18 if the determination that indemnification is permissible is made by special legal counsel, authorization of
19 indemnification and determination as to reasonableness of expenses must be made in the manner specified by the
20 foregoing section for the selection of special legal counsel; and (ii) the provision of this article making
21 indemnification mandatory in certain cases specified herein shall be deemed to constitute authorization in the
22 manner specified by this section of indemnification in such cases. A managers or its employees or officers shall
23 automatically be afforded indemnification should the managers no longer be serving in such capacity for the
24 company.

25 Successful defense of proceedings. Except as provided otherwise by law or by this operating agreement, the
26 company shall indemnify a manager against reasonable expenses incurred by him in connection with a proceeding
27 in which he is a named defendant or respondent if he has been wholly successful, on the merits or otherwise, in the
28

1 defense of the proceeding, so long as the proceeding relates to said manager's role as a manager within the
2 company. This paragraph will not allow indemnification of a manager for expenses incurred during any
3 proceedings in which he is a named defendant or respondent pursuant to acts and/or transactions unrelated to the
4 company. Such an indemnifications shall be deducted from an award for fees and costs to the prevailing manager.

5 Court order in suit for indemnification. Indemnification required by the foregoing section shall be subject to order
6 upon request by an indemnified party in a court of competent jurisdiction upon claim by the managers as to
7 entitlement to indemnification under that section, the court shall order indemnification and shall award to the
8 managers the expenses incurred in securing the indemnification. Company shall not oppose such claim with the
9 court for indemnification.

10 Court determination of indemnification. Upon application of a manager, a court of competent jurisdiction may
11 determine, after giving any notice the court considers necessary, that the manager is fairly and reasonably entitled
12 to indemnification under the terms of this agreement. The court may order the indemnification that the court
13 determines the manager is entitled to under this agreement.

1 Advancement of expenses. Reasonable expenses incurred by a manager who was, is, or is threatened to be made a named
2 defendant or respondent in a proceeding related to his duties with the company shall be paid or reimbursed by the company,
3 as incurred, and in advance of the final disposition of the proceeding, without the authorization or determination specified in
4 this article, after the company receives a written affirmation by the manager of his good faith belief that he has met the standard
5 of conduct necessary for indemnification under this article and a written undertaking, which must be an unlimited general
6 obligation of the manager (and can be accepted without reference to financial ability to make repayment) but need not be
7 secured, made by or on behalf of the manager to repay the amount paid or reimbursed if it is ultimately determined that he has
8 not met that standard or if it is ultimately determined that indemnification of the manager against expenses incurred by him
9 in connection with that proceeding is prohibited by this article. A provision contained in the articles, this operating agreement,
10 a resolution of members or managers, or an agreement that makes mandatory the payment or reimbursement permitted under
11 this section shall be deemed to constitute authorization of that payment or reimbursement. If it is determined, by a majority
12 vote of members, that the manager was not acting in good faith, and that he did not meet the standard of conduct necessary
13 for indemnification, the members may further vote, by simple majority, to stop all advance payments being made under this
14 paragraph, and to pursue all legal and equitable remedies for reimbursement for those expenses already paid.

15 Expenses of witness. Notwithstanding any other provision of this article, the company may pay or reimburse expenses incurred
16 by a manager in connection with his appearance as a witness or other participation in a proceeding at a time when he is not a
17 named defendant or respondent in the proceeding, given that such appearance or participation occurs by reason of his being
18 or having been a manager of the company.

19 Indemnification of officers. The company may, at the discretion of the managers, indemnify and advance or reimburse
20 expenses to a person who is or was an officer of the company to the same extent that it shall indemnify and advance or
21 reimburse expenses to managers under this article.

22 Indemnification of other persons. The company may, at the discretion of the managers, indemnify and advance expenses to
23 any person who is not or was not an officer, employee, or agent of the company but who is or was serving at the request of
24 the company as a manager, director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of
25 another foreign or domestic limited liability company, corporation, partnership, joint venture, sole proprietorship, trust,
26 employee benefit plan or other enterprise to the same extent that it shall indemnify and advance expenses to managers under
27 this article, so long as said persons were acting on behalf of or in the best interests of the company.

28 Advancement of expenses to officers and others. The company shall indemnify and advance expenses to an officer, and may
indemnify and advance expenses to an employee or agent of the company, or other person who is identified in the foregoing
section and who is not a manager, to such further extent as such person may be entitled by law, agreement, vote of members
or otherwise.

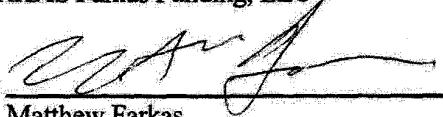
1 CONTINUATION OF INDEMNIFICATION. The indemnification and advance payments provided by this Article shall
2 continue as to a Person who has ceased to hold his position as a Manager, officer, employee or agent, or other Person described
3 in any Section of this Article, and shall inure to his heirs, executors and administrators.

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DATED: January 6, 2021.

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

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

1st One Hundred Holdings, LLC

By: _____

Its: _____ Manager _____

Print

Name: _____ Jay Bloom _____

First 100, LLC

By: _____

Its: _____ Manager _____

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Name: _____ Jay Bloom _____

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SETTLEMENT AGREEMENT

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

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

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

The Parties wish to resolve the dispute without further litigation;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

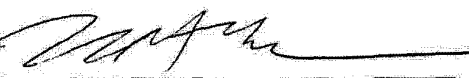
14. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement;

SIGNATURE PAGE TO FOLLOW


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DATED: January 6, 2021.


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

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

1st One Hundred Holdings, LLC

By: 
Its: Manager
Print
Name: Jay Bloom

First 100, LLC

By: 
Its: Manager
Print
Name: Jay Bloom

ATTORNEY RETAINER FEE AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


MATTHEW FARKAS

Dated: JANUARY 7th, 2021

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

RA0508

PLTF_261

RAN0022

Raffi A Nahabedian

From: Raffi A Nahabedian [raffi@nahabedianlaw.com]
Sent: Friday, January 08, 2021 3:26 PM
To: 'Jay Bloom'; 'Joseph Gutierrez'
Cc: 'Raffi A Nahabedian'
Subject: Farkas.First100.SubstitutionCounsel
Attachments: Farkas.First100.SubstitutionCounsel.docx

Importance: High

Jay

Pursuant to Rule 7.40, I need to have a substitution of counsel signed by the respective parties - Farkas and GTG LLP. See the attached. Also, please call me when you are free.

Raffi

RAFFI A. NAHABEDIAN

7408 Doe Avenue

Las Vegas, Nevada 89117

Tel: (702) 379-9995 / Fax: (702) 222-1496

1 RAFFI A. NAHABEDIAN, ESQ.
2 Nevada Bar No. 009347
3 **LAW OFFICE OF RAFFI A. NAHABEDIAN**
4 7408 Doe Avenue
5 Las Vegas, Nevada 89117
6 Telephone: (702) 379-9995
7 Facsimile: (702) 222-1496
8 Attorneys for Plaintiff

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

8 TGC/FARKAS FUNDINGG, LLC,

9 Plaintiff,

10 vs.

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

17 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
24 7408 Doe Avenue
25 Las Vegas, NV 89117

26 Dated this ____ day of August, 2017.

LAW OFFICE OF RAFFI A. NAHABEDIAN

27 By: _____

Raffi A. Nahabedian, Esq.

Attorneys for Plaintiff/Counter-defendant

28 **RA0510**

PLTF_263

RAFFI A. NAHABEDIAN
7408 Doe Avenue
Las Vegas, Nevada 89117
Tel: (702) 379-9995 / Fax: (702) 222-1496

1
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TGC/FARKAS FUNDING, LLC, by way of Matthew Farkas, hereby requests and
consents to the aforementioned substitution of counsel in the above-captioned matter:

Dated this ____ day of January, 2021. TGC/FARKAS FUNDING, LLC

By: _____
Matthew Farkas, Member/Manager

GARMAN TURNER GORDON LLP hereby consents to the aforementioned substitution
of counsel of record in the above captioned matter:

Dated this ____ day of January, 2021. GARMAN TURNER GORDON LLP

By: _____
Erika Pike Turner, Esq.

RAFFI A. NAHABEDIAN
7408 Doe Avenue
Las Vegas, Nevada 89117
Tel: (702) 379-9995 / Fax: (702) 222-1496

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 11th 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

Raffi A Nahabedian

From: Jay Bloom [jbloom@lvem.com]
Sent: Friday, January 08, 2021 4:05 PM
To: Raffi A Nahabedian
Cc: Joseph Gutierrez
Subject: Re: Farkas.First100.SubstitutionCounsel

Is there anything else he's going to need to sign?

Getting him to sign stuff is a pain in the ass.

Jay Bloom

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

Please consider the environment

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Sent from my iPhone

On Jan 8, 2021, at 3:26 PM, Raffi A Nahabedian <raffi@nahabedianlaw.com> wrote:

Jay

Pursuant to Rule 7.40, I need to have a substitution of counsel signed by the respective parties - Farkas and GTG LLP. See the attached. Also, please call me when you are free.

Raffi

<Farkas.First100.SubstitutionCounsel.docx>

Raffi A Nahabedian

From: Raffi A Nahabedian [raffi@nahabedianlaw.com]
Sent: Friday, January 08, 2021 6:25 PM
To: 'Jay Bloom'
Cc: 'Raffi A Nahabedian'
Subject: substitution change of attorney 7.40
Attachments: Doc2.docx

See attached

Rule 7.40. Appearances; substitutions; withdrawal or change of attorney.

(a) When a party has appeared by counsel, the party cannot thereafter appear on the party's own behalf in the case without the consent of the court. Counsel who has appeared for any party must represent that party in the case and shall be recognized by the court and by all parties as having control of the case. The court in its discretion may hear a party in open court although the party is represented by counsel.

(b) Counsel in any case may be changed only:

(1) When a new attorney is to be substituted in place of the attorney withdrawing, by the written consent of both attorneys and the client, which must be filed with the court and served upon all parties or their attorneys who have appeared in the action, or

(2) When no attorney has been retained to replace the attorney withdrawing, by order of the court, granted upon written motion, and

(i) If the application is made by the attorney, the attorney must include in an affidavit the address, or last known address, at which the client may be served with notice of further proceedings taken in the case in the event the application for withdrawal is granted, and the telephone number, or last known telephone number, at which the client may be reached and the attorney must serve a copy of the application upon the client and all other parties to the action or their attorneys, or

(ii) If the application is made by the client, the client must state in the application the address at which the client may be served with notice of all further proceedings in the case in the event the application is granted, and the telephone number, or last known telephone number, at which the client may be reached and must serve a copy of the application upon the client's attorney and all other parties to the action or their attorneys.

(c) No application for withdrawal or substitution may be granted if a delay of the trial or of the hearing of any other matter in the case would result.

[Amended; effective August 21, 2000.]

Raffi A Nahabedian

From: Raffi A Nahabedian [raffi@nahabedianlaw.com]
Sent: Friday, January 08, 2021 6:38 PM
To: 'Jay Bloom'; 'Joseph Gutierrez'
Cc: 'Raffi A Nahabedian'
Subject: conflict letter draft
Attachments: Dear Mr.docx

Please review and comment.

Raffi

Dear Mr. Farkas:

The purpose of this letter is to obtain your informed consent to represent you in the matter for which you seek my legal services. In this regard, I am to notify you that I have represented First 100 LLC, or its derivative identities, in that past as well as have represented and currently represent Mr. Jay Bloom. Given such, I am to notify and inform you so that you are informed of my past and current relationships which may be perceived as a potential conflict. In this regard, however, the matters for which this representation is requesting has nothing to with and/or is unrelated to any prior or current cases involving First 100 LLC, or its derivative identities, and/or involving Mr. Bloom.

It is the further understanding that you personally, as an authorized representative of TGC/Farkas Funding, LLC, met with and negotiated with Mr. Bloom, as an authorized representative of First 100 LLC, or its derivative identities, a settlement and release of various claims, rights and interest in the action pending in 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. I was not involved in and did not participate in such settlement and release.

To be clear, in this regard, you are not asking and did not request my assistance in the negotiation and/or preparation or drafting of the settlement and release, and you are not asking for my assistance in providing you 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 you 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 your behalf 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, and I did not participate in the settlement negotiation or the agreements in relation thereof resulting in the settlement and release.

To prevent any legal issues or liability or assertions of fault against me by my limited representation, as expressed above, it is necessary that you agree to a waiver as you acknowledge and understand that you have determined that it is in your interests on behalf of TGC/Farkas LLC, as a fully authorized member/manager, to have me represent you in connection with this matter. While potential or perceived conflicts of interest might appear, the matters for which you seek my services are merely ceremonial in the nature of merely making a Court appearance on behalf of TGC/Farkas LLC and to enter into the record a dismissal of the action based on a pre-negotiated and pre-executed settlement and release agreement (for clarity, a settlement and

RA0517

PLTF_270

RAN0031

release agreement that you, on behalf of TGC/Farkas LLC negotiated and entered into before and without my involvement and representation).

In addition, it is possible that a circumstance could arise whereby my continuing with the representation could not occur without the perception of a conflict of interest. If, however, an actual conflict of interest arises, I will be forced to terminate my representation of you and it will be necessary for you to hire your own independent lawyers. 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 was provided.

Accordingly, this confirms your agreement to have me represent you in connection with the above-described matter. This will also confirm that you have agreed to waive any conflict of interest arising out of, and that you will not object to, my representation in the matter described herein and in the capacity set forth above.

Therefore, you hereby state that you are and continue to request my limited services as expressed herein and to represent you in this matter. 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 that you will not assert or claim any claim or allegation of legal malpractice or a violation of the Nevada Rules of Professional Responsibility. If you agree that the foregoing accurately reflects your understanding, please sign and return the enclosed copy of this letter.

Respectfully,

/s/ Raffi A. Nahabedian

Raffi A. Nahabedian, Esq.

I, Matthew Farkas, as an authorized member/manager of TGC/Farkas 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: _____
Matthew Farkas, TGC/Farkas 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/Jay Bloom, First 100 LLC

RA0518

PLTF_271

RAN0032

Raffi A Nahabedian

From: Jason Maier [jrm@mgalaw.com]
Sent: Sunday, January 10, 2021 9:16 AM
To: Jay Bloom; Raffi A Nahabedian
Cc: Joseph Gutierrez; Danielle Barraza
Subject: RE: Documents to be printed, signed by Matthew Farkas, scanned and emailed and UPS mailed back.
Importance: High

I have reviewed these documents. Has the termination letter been delivered to GTG? It is dated 1/6/21 but we subsequently received communications from GTG after that date regarding TGC/Farkas Funding LLC. Also, if Nahabedian Law has taken over representation of TGC/Farkas Funding LLC, we need Nahabedian Law to confirm the same with a representation letter or email. Thanks.

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

From: Jay Bloom <jbloom@lvem.com>
Sent: Thursday, January 07, 2021 2:48 PM
To: Joseph Gutierrez <jag@mgalaw.com>; Jason Maier <jrm@mgalaw.com>
Cc: raffi@nahabedianlaw.com
Subject: FW: Documents to be printed, signed by Matthew Farkas, scanned and emailed and UPS mailed back.

Here you go!!

Originals in the mail...

Lets get the Substitution of Attorney and Stip to Dismiss filed for TCG/Farkas and put this to bed in the next day or two. Let's try to have this filed the same time GTG gets their termination letter...

Thanks,
Jay

From: The UPS Store 4590 <store4590@gmail.com>
Sent: Thursday, January 7, 2021 2:40 PM
To: Jay Bloom <jbloom@lvem.com>
Subject: Re: Documents to be printed, signed by Matthew Farkas, scanned and emailed and UPS mailed back.

Documents scanned

On Thu, Jan 7, 2021 at 1:58 PM Jay Bloom <jbloom@lvem.com> wrote:

Hi Cuni,

Can you please print 1 copy of each of these 4 documents attached?

RA0519
PLTF_272
RAN0033

Matthew Farkas will be by to sign them (and initial each page on the attorney retainer agreement.

When complete, can you please scan the 4 signed documents and email them back to me at jbloom@lvem.com

If you could also mail the completed hard copies to:

Jay Bloom

5148 Spanish Heights Dr

Las Vegas, NV 89148

Please call me at 702-423-0500 with any questions and for payment when completed.

Thank you,

Jay Bloom

Leading Ventures and Enterprise Matching

m 702.423.0500 | f 702.974.0284

jbloom@lvem.com | www.LVEM.com

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Raffi A Nahabedian

From: Jay Bloom [jbloom@lvem.com]
Sent: Tuesday, January 12, 2021 10:56 AM
To: Raffi A Nahabedian; 'Joseph Gutierrez'
Subject: RE: conflict letter draft

I think this reads fine.

Do you want to send this to me on Letterhead in a PDF for Matthew to sign?

Thanks,
Jay

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

From: Raffi A Nahabedian <raffi@nahabedianlaw.com>
Sent: Friday, January 8, 2021 6:38 PM
To: Jay Bloom <jbloom@lvem.com>; 'Joseph Gutierrez' <jag@mgalaw.com>
Cc: 'Raffi A Nahabedian' <raffi@nahabedianlaw.com>
Subject: conflict letter draft

Please review and comment.

Raffi

Dear Mr. Farkas:

The purpose of this letter is to obtain your informed consent to represent you in the matter for which you seek my legal services. In this regard, I am to notify you that I have represented First 100 LLC, or its derivative identities, in that past as well as have represented and currently represent Mr. Jay Bloom. Given such, I am to notify and inform you so that you are informed of my past and current relationships which may be perceived as a potential conflict. In this regard, however, the matters for which this representation is requesting has nothing to with and/or is unrelated to any prior or current cases involving First 100 LLC, or its derivative identities, and/or involving Mr. Bloom.

It is the further understanding that you personally, as an authorized representative of TGC/Farkas Funding, LLC, met with and negotiated with Mr. Bloom, as an authorized representative of First 100 LLC, or its derivative identities, a settlement and release of various claims, rights and interest in the action pending in 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. I was not involved in and did not participate in such settlement and release.

To be clear, in this regard, you are not asking and did not request my assistance in the negotiation and/or preparation or drafting of the settlement and release, and you are not asking for my assistance in providing you 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 you 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 your behalf 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, and I did not participate in the settlement negotiation or the agreements in relation thereof resulting in the settlement and release.

To prevent any legal issues or liability or assertions of fault against me by my limited representation, as expressed above, it is necessary that you agree to a waiver as you acknowledge and understand that you have determined that it is in your interests on behalf of TGC/Farkas LLC, as a fully authorized member/manager, to have me represent you in connection with this matter. While potential or perceived conflicts of interest might appear, the matters for which you seek my services are merely ceremonial in the nature of merely making a Court appearance on behalf of TGC/Farkas LLC and to enter into the record a dismissal of the action based on a pre-negotiated and pre-executed settlement and release agreement (for clarity, a settlement and

RA0523

PLTF_276

RAN0037

release agreement that you, on behalf of TGC/Farkas LLC negotiated and entered into before and without my involvement and representation).

In addition, it is possible that a circumstance could arise whereby my continuing with the representation could not occur without the perception of a conflict of interest. If, however, an actual conflict of interest arises, I will be forced to terminate my representation of you and it will be necessary for you to hire your own independent lawyers. 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 was provided.

Accordingly, this confirms your agreement to have me represent you in connection with the above-described matter. This will also confirm that you have agreed to waive any conflict of interest arising out of, and that you will not object to, my representation in the matter described herein and in the capacity set forth above.

Therefore, you hereby state that you are and continue to request my limited services as expressed herein and to represent you in this matter. 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 that you will not assert or claim any claim or allegation of legal malpractice or a violation of the Nevada Rules of Professional Responsibility. If you agree that the foregoing accurately reflects your understanding, please sign and return the enclosed copy of this letter.

Respectfully,

/s/ Raffi A. Nahabedian

Raffi A. Nahabedian, Esq.

I, Matthew Farkas, as an authorized member/manager of TGC/Farkas 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: _____
Matthew Farkas, TGC/Farkas 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/Jay Bloom, First 100 LLC

RA0524

PLTF_277

RAN0038

Raffi A Nahabedian

From: Jay Bloom [jbloom@lvem.com]
Sent: Sunday, January 10, 2021 9:34 AM
To: Jason Maier
Cc: Raffi A Nahabedian; Joseph Gutierrez; Danielle Barraza
Subject: Re: Documents to be printed, signed by Matthew Farkas, scanned and emailed and UPS mailed back.

Hi Jason,

Raffi wants to supplement the documentation with a substitution of attorney letter that Matthew needed now needs to sign as well as a conflict waiver letter.

I don't know that Raffi is taking any action with the termination letter until these are signed.

I'm waiting for the conflict waiver letter to be drafted, so I can put it together with the substitution of attorney to put in front of Matthew for a second set of signatures.

I'm hoping to have the conflict waiver letter today and I'll have Matthew sign everything tomorrow.

Jay Bloom

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

Please consider the environment

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Sent from my iPhone

On Jan 10, 2021, at 9:16 AM, Jason Maier <jrm@mgalaw.com> wrote:

I have reviewed these documents. Has the termination letter been delivered to GTG? It is dated 1/6/21 but we subsequently received communications from GTG after that date regarding TGC/Farkas Funding LLC. Also, if Nahabedian Law has taken over representation of TGC/Farkas Funding LLC, we need Nahabedian Law to confirm the same with a representation letter or email. Thanks.

Jason R. Maier

MAIER GUTIERREZ & ASSOCIATES

8816 Spanish Ridge Avenue

Las Vegas, Nevada 89148

Tel: 702.629.7900 | Fax: 702.629.7925

jrm@mgalaw.com | www.mgalaw.com

RA0525

PLTF_278

RAN0039

From: Jay Bloom <jbloom@lvem.com>

Sent: Thursday, January 07, 2021 2:48 PM

To: Joseph Gutierrez <jag@mgalaw.com>; Jason Maier <jrm@mgalaw.com>

Cc: raffi@nahabedianlaw.com

Subject: FW: Documents to be printed, signed by Matthew Farkas, scanned and emailed and UPS mailed back.

Here you go!!

Originals in the mail...

Lets get the Substitution of Attorney and Stip to Dismiss filed for TCG/Farkas and put this to bed in the next day or two. Let's try to have this filed the same time GTG gets their termination letter...

Thanks,

Jay

From: The UPS Store 4590 <store4590@gmail.com>

Sent: Thursday, January 7, 2021 2:40 PM

To: Jay Bloom <jbloom@lvem.com>

Subject: Re: Documents to be printed, signed by Matthew Farkas, scanned and emailed and UPS mailed back.

Documents scanned

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Hi Cuni,

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Matthew Farkas will be by to sign them (and initial each page on the attorney retainer agreement.

When complete, can you please scan the 4 signed documents and email them back to me at jbloom@lvem.com

If you could also mail the completed hard copies to:

Jay Bloom

5148 Spanish Heights Dr

Las Vegas, NV 89148

RA0526

PLTF_279

RAN0040

Please call me at 702-423-0500 with any questions and for payment when completed.

Thank you,

Jay Bloom

Leading Ventures and Enterprise Matching

m 702.423.0500 | f 702.974.0284

jbloom@lvem.com | www.LVEM.com

Please consider the environment

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Raffi A Nahabedian

From: R. A. Nahabedian, Esq. [raffi@nahabedianlaw.com]
Sent: Sunday, January 10, 2021 12:16 PM
To: Jay Bloom; Jason Maier
Cc: R. A. Nahabedian, Esq.; Joseph Gutierrez; Danielle Barraza
Subject: RE: Documents to be printed, signed by Matthew Farkas, scanned and emailed and UPS mailed back.

Good afternoon.

Additionally, Matthew must bring the Operating Agreement of the LLC. This is critical to confirm his authority of the termination as the authorized manager, as defined in the Operating Agreement, and not just as a managing member.

GTG may be very difficult in this process, especially since they are owed fees.

Sent from my Verizon, Samsung Galaxy smartphone. So, if there are any errors or grammatical issues, I will simply blame it on the PDA embedded in my cellphone. If that's not good enough, remember that life is too short!

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

From: Jay Bloom <jbloom@lvem.com>
Date: 1/10/21 9:33 AM (GMT-08:00)
To: Jason Maier <jrm@mgallaw.com>
Cc: "R. A. Nahabedian, Esq." <raffi@nahabedianlaw.com>, Joseph Gutierrez <jag@mgallaw.com>, Danielle Barraza <djb@mgallaw.com>
Subject: Re: Documents to be printed, signed by Matthew Farkas, scanned and emailed and UPS mailed back.

Hi Jason,

Raffi wants to supplement the documentation with a substitution of attorney letter that Matthew needed now needs to sign as well as a conflict waiver letter.

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Jay Bloom

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jbloom@lvem.com | www.LVEM.com

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RA0528

PLTF_281

RAN0042

Sent from my iPhone

On Jan 10, 2021, at 9:16 AM, Jason Maier <jrm@mgalaw.com> wrote:

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

From: Jay Bloom <jbloom@lvem.com>
Sent: Thursday, January 07, 2021 2:48 PM
To: Joseph Gutierrez <jag@mgalaw.com>; Jason Maier <jrm@mgalaw.com>
Cc: raffi@nahabedianlaw.com
Subject: FW: Documents to be printed, signed by Matthew Farkas, scanned and emailed and UPS mailed back.

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RA0529

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Jay Bloom
5148 Spanish Heights Dr
Las Vegas, NV 89148

Please call me at 702-423-0500 with any questions and for payment when completed.

Thank you,

Jay Bloom

Leading Ventures and Enterprise Matching
m 702.423.0500 | f 702.974.0284
jbloom@lvem.com | www.LVEM.com

Please consider the environment

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Raffi A Nahabedian

From: Jay Bloom [jbloom@lvem.com]
Sent: Sunday, January 10, 2021 12:35 PM
To: R. A. Nahabedian, Esq.
Cc: Jason Maier; Joseph Gutierrez; Danielle Barraza
Subject: Re: Documents to be printed, signed by Matthew Farkas, scanned and emailed and UPS mailed back.

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RA0531

PLTF_284

RAN0045

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From: Jay Bloom <jbloom@lvem.com>

Sent: Thursday, January 07, 2021 2:48 PM

RA0532

PLTF_285

RAN0046

To: Joseph Gutierrez <jag@mgalaw.com>; Jason Maier <jrm@mgalaw.com>
Cc: raffi@nahabedianlaw.com
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RA0533

PLTF_286

RAN0047

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Raffi A Nahabedian

From: R. A. Nahabedian, Esq. [raffi@nahabedianlaw.com]
Sent: Monday, January 11, 2021 10:14 AM
To: Jay Bloom
Cc: R. A. Nahabedian, Esq.; Jason Maier; Joseph Gutierrez; Danielle Barraza
Subject: RE: Documents to be printed, signed by Matthew Farkas, scanned and emailed and UPS mailed back.

Good morning.

I injured my back yesterday, sciatic nerve. Can barely walk and have been lying on the floor to alleviate pain, along with meds. I can be available via telephone.

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RA0535

PLTF_288

RAN0049

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RA0537
PLTF_290
RAN0051

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Attachments: Pages from Appendix of Exhibits to Claimant's Arbitration Brief.pdf

Not sure if this helps, but attached is the document previously disclosed by GTG where Matthew signed the engagement of GTG.

Jason R. Maier
MAIER GUTIERREZ & ASSOCIATES
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Tel: 702.629.7900 | Fax: 702.629.7925
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RA0539
PLTF_292

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RA0540

PLTF_293

RAN0054

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RA0542

PLTF_295

RAN0056

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GARMAN
TURNER
GORDON

650 WHITE DRIVE
SUITE 100
LAS VEGAS, NV 89119
WWW.GTG.LEGAL
PHONE: 725 777 3000
FAX: 725 777 3112

April 21, 2017

GERALD M. GORDON, ESQ.
ggordon@gtg.legal
Telephone: (725) 777-3000

VIA U.S. Mail and Email; aflatto@georgetownco.com

TGC/Farkas Funding LLC
c/o The Georgetown Company
667 Madison Avenue
New York, New York 10065
ATTN: Adam Flatto

Re: Engagement of Garman Turner Gordon LLP

Dear Mr. Flatto:

Thank you for selecting Garman Turner Gordon ("we," "us," "our," or the "Firm") to provide legal services regarding the Matter described below. The terms in this letter ("Engagement Letter") together with the Standard Terms of Representation attached hereto as **Exhibit "A"** will describe the basis on which the Firm will provide the legal services. As we have discussed, the Firm's clients in this Matter will be TGC/Farkas Funding LLC ("you," "your," or the "Client") whose address is provided above.

Subject to the Firm's approval of engagement on the Matter and the receipt of any retainer required hereby, the Firm will be engaged to advise and represent you in connection with your investment with First 100 LLC, a Nevada limited liability company (the "Matter"). Prior to commencement, we will require that you provide us with a \$2,500.00 retainer.

You have agreed that the Firm's representation is limited to the performance of services related to this Matter only. We may agree with you to further limit or expand the scope of the Firm's representation from time-to-time, but only if a change is confirmed in a writing signed by a partner of the Firm that expressly refers to this letter (a "Supplement").

You have agreed that our representation of the Client in this Matter does not give rise to a lawyer-client relationship between the Firm and any of the Client's affiliates; the representation being provided pursuant to this Engagement Letter is solely for you and we assume and will rely upon the assumption that all affiliates or other persons or entities will seek their own legal representation with regard to the Matter. Accordingly, representation of the Client in this Matter will not give rise to any conflict of interest in the event other clients of the Firm are adverse to any of the Client's affiliates.

You have agreed to pay a security retainer of Two Thousand Five Hundred Dollars (\$2,500.00) as an advance against fees, costs and expenses of the Client related to the Matter.

RA0544
TGC000104
PLTF_297

RAN0058

Garman Turner Gordon LLP

Attorneys and Counselors at Law

April 21, 2017

Page 2

The retainer will be applied to pay the Firm's billing statements related to the Matter when they come due. We reserve the right to require one or more further retainers at any time to protect our right to payment.

In the event that you fail to timely pay a Firm billing statement, we may apply any retainer to monthly invoices or hold as security for the payment of our final bill. The existence of a retainer does not affect your obligation to pay us promptly as provided below. At the conclusion of representation, any remaining retainer balance shall be promptly refunded to you, after payment of our final invoice. Additionally, once a trial or determinative hearing date is set, we will require you to pay all amounts then owing to us and to deposit with us the fees we estimate will be incurred in preparing for and completing the trial or arbitration, as well as jury fees and arbitration fees likely to be assessed. If you fail to timely pay any additional deposit requested, we have the right to withdraw from the representation and to cease performing further work. If permission of the court or arbitration panel is required, you agree not to oppose any motion to withdraw.

It is expressly understood that the Client's obligation to pay the Firm's fees, costs and expenses is in no way contingent on the ultimate outcome of the Matter. Unless otherwise agreed with you in writing, we reserve the right to deliver all billing statements to you via email.

The principal basis for computing our fees will be the amount of time spent on the Matter by various lawyers and legal assistants multiplied by their hourly billing rates. Gerald Gordon will be the attorney in charge of the relationship and while his standard rate is \$775.00. Erika Pike Turner will be assisting with the representation and her standard rate is \$495.00. Our current rates for attorneys range from \$200 per hour to \$775 per hour. Time devoted by law clerks, paralegals, project assistants and investigators that are employees of the Firm are charged at billing rates ranging from \$55 to \$190 per hour. These billing rates are subject to change annually and the Client will be notified of any changes to those billing rates whether directly or by invoice. These applicable hourly rates are the Firm's prevailing rates for attorneys, law clerks and other professional and non-professional assistants. *Notwithstanding the above, the firm agrees that its fee in this matter shall in no case exceed \$25,000, provided that the matter shall not include any litigation against First 100, LLC.*

Additional information regarding fees and other important matters appear in the attached Standard Terms of Representation, which is incorporated as part of this Engagement Letter and which you should review carefully before agreeing to our engagement on the Matter. This Engagement Letter is a binding legal document with significant consequences. The Client is encouraged to have it reviewed by other counsel of the Client's choice prior to execution by the Client. Please indicate your acceptance of the terms of this representation letter and the Standard Terms of Representation by signing and returning a copy of this Engagement Letter to me. Please call me if you have any questions. We look forward to working with you.

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Garman Turner Gordon LLP

Attorneys and Counselors at Law

April 21, 2017
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Sincerely,

GARMAN TURNER GORDON



GERALD M. GORDON, ESQ.

AGREED TO AND ACCEPTED:

TGC/FARKAS FUNDING LLC

By: TGC 100 INVESTOR, LLC

By: 

Title: ~~Manager~~ Member

Date: _____

By: Matthew Farkas

Title: Member

Date: _____

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Attorneys and Counselors at Law

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Sincerely,

GARMAN TURNER GORDON



GERALD M. GORDON, ESQ.

AGREED TO AND ACCEPTED:


TGC/FARKAS FUNDING LLC

By: TGC 100 INVESTOR, LLC

By:

Title: Manager *Member*

Date:

By: 
Matthew Fickas

Title: *Member*

Date: 4/27/2017

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Garman Turner Gordon LLP

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Exhibit "A"

STANDARD TERMS OF REPRESENTATION

This document sets forth the standard terms of our engagement as your lawyers. Except where expressly stated below, unless modified by a writing that expressly refers hereto signed by a partner of the Firm¹, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this document carefully and contact us promptly if you have any questions. You should retain this document in your file.

The Scope of Our Work

The legal services that the Firm will provide to you are described in our Engagement Letter or any Supplement thereto, which together with these Standard Terms of Representation constitute our legal contract with you. Our representation is limited to performance of the services described as the "Matter" in that Engagement Letter and any Supplement thereto and does not include representation of you or your interests in any other matter.

The only person or entity that we represent is the person or entity that is identified in our Engagement Letter as the "Client" and does not include any affiliates of such person or entity (*i.e.*, if you are a corporation or partnership, any parents, subsidiaries, employees, officers, directors, shareholders or partners of the corporation or partnership, or commonly owned corporations or partnership; or, if you are a trade association, any members of the trade association). Accordingly, for conflict of interest purposes, we may currently or at a later time agree to represent another client with interests adverse to any such affiliate without obtaining your consent.

Because we are not your general counsel, our acceptance of a Matter does not involve an undertaking to represent you or your interests in any other matter. In particular, the Firm's engagement on the Matter does not include responsibility for review of your insurance policies to determine the possibility of coverage for the claim asserted in the Matter, for notification of your insurance carriers about the Matter, or for advice to you about your disclosure obligations concerning the matter under the federal securities laws or any other applicable law. If you decide at any point that you wish to engage the Firm for other work, such engagement must be confirmed in a Supplement.

¹ Capitalized Terms not defined in these Standard Terms of Representation shall have the meanings ascribed in the Engagement Letter and any Supplement thereto.

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Either at the commencement or during the course of our representation, we may express opinions or beliefs concerning the litigation or various courses of action and the results that might be anticipated. Any such statement made by any lawyer of our Firm is intended to be an expression of our best professional judgment only, based on information available to us at the time, and should not be construed by you as a promise or guarantee.

Who Will Provide the Legal Services

Customarily, each Client of the Firm is served by a principal lawyer contact. Subject to the supervisory role of the principal lawyer, your work or parts of it may be performed by other lawyers and legal assistants in the Firm. Such delegation may be for the purpose of involving lawyers or legal assistants with special expertise in a given area or for the purpose of providing services on the most cost efficient and timely basis.

Client Responsibilities

You agree to pay our billing statements for services and expenses as provided below. In addition, you agree to be candid and cooperative with us and will keep us informed with complete and accurate factual information, documents and other communications relevant to the subject matter of our representations of otherwise reasonably requested by us. You agree to make Client's officers and employees available to attend trial, hearings, depositions and discovery conferences, and other proceedings, and to commit the appropriate personnel and sufficient resources to meet the Client's discovery obligations. In the event you perceive any actual or possible disagreement with the Firm or the Firm's handling of the Matter, you agree to promptly and candidly discuss the problem with the Firm. Because it is important that we be able to contact you at all times to consult with you regarding your representation, you will inform us, in writing, of any changes in the name, address, telephone number, contact person, e-mail address, state of incorporation or other relevant changes regarding you or your business. Whenever we need your instructions or authorization in order to proceed with legal work on your behalf, we will contact you at the latest business address we have received from you. If you affiliate with, acquire, are acquired by, or merge with another company, you will provide us with sufficient notice to permit us to withdraw as your lawyer if we determine that such affiliation, acquisition, or merger creates a conflict of interest between any of our clients and the other party to such affiliation, acquisition, or merger, or if we determine that it is not in the best interests of the Firm to represent the new entity.

The Firm agrees to keep you informed as to the status of the Matter and as to the course of action which is being followed or is being recommended by the Firm. The Firm encourages you to participate in all major decisions involving the Matter. Unless otherwise directed by you,

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the Firm will provide you with copies at your cost, of all significant documents sent or received by the Firm in connection with the Matter. If, in the Firm's sole discretion, it appears that a conflict of interest has or may arise between two or more clients, then the Firm shall have the right to withdraw from representation of one of more of the clients and to continue the representation of any of the other clients.

All of the Firm's work product will be owned by the Firm and may be utilized in whole or in part by the Firm in other projects, subject to issues related to our duty of confidentiality. We agree to make reasonably available to you all written materials we send or receive pertaining to these matters so long as all of our billing statements have been timely paid.

Confidentiality of Communications

All communications between the Firm and you – whether written, oral or electronic – are confidential, and you agree to take all reasonable precautions to ensure that the confidentiality of these communications is preserved. This includes, at a minimum, ensuring that (i) written communications are not read by other persons, (ii) oral conversations are not overheard by other persons, (iii) electronic communications are not accessible by other persons, and (iv) the communications among you and any other clients the Firm is representing on the same Matter and the Firm are not disclosed by you to other persons.

Insurance Coverage/Indemnification Agreements

You agree to advise the Firm as promptly as possible of any insurance policies or other agreements which may provide for insurance coverage, indemnification and/or payment of attorney's fees, costs and expenses, in whole or in part, with respect to the Matter.

How Fees Will Be Set

The hourly rates of our lawyers and legal assistants are adjusted from time to time to reflect current levels of legal experience, changes in overhead costs, and other factors. We will keep records of the time we devote to your work, including conferences (both in person and over the telephone), negotiations, factual and legal research and analysis, document preparation and revision, travel on your behalf, and other related matters. We record our time in units of tenths of an hour.

Costs and Expenses

We will charge the Client not only for legal services rendered, but also for other ancillary services provided. The Client agrees to reimburse the Firm for all out of pocket expenses paid by the Firm. Examples include application fees, investigative costs, title insurance premiums,

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Attorneys and Counselors at Law

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travel expenses, witness fees, charges for serving and filing papers, costs for depositions, transcripts and filing fees, recording fees and fees for certifying documents. The Client also agrees to pay when billed for certain specified costs including for messenger services, computerized research services, postage, scanning and photocopying, notarial attestations and overtime clerical assistance. We do not charge for long-distance telephone toll charges or for sending or receiving faxes.

We will use an electronic document management program for managing documents produced and received in the Matter. Conversion of those documents into the document management program will be billed as a cost for the Client. While our charges for these services are measured by use, they may not, in all instances, reflect our exact out-of packet costs. The precise cost of providing service is difficult to establish for many of these services. Such costs we charge at the rate representing reasonable charges in the community for such services. We would be pleased to discuss the specific schedule of charges for these additional services with you and to answer any questions that you may have. If you would prefer, in some situations we can arrange for these services to be provided by third parties with direct billing to you. Attached as **Exhibit "B"** is a list of typical cost items and their associated costs.

You authorize us to retain any other persons or entities in performing necessary services related to this Matter. Such other persons or entities may include, but are not limited to, Court reporters, escrow agents, appraisers, investigators, consultants, or experts necessary in our judgment to represent your interests in the representation. Their fees and expenses generally will not be paid by us, but will be billed directly to you. You agree to promptly pay the charges of every person or entity hired by the Firm to perform services related to the Matter.

Billing Arrangements and Terms of Payment

We will bill you on a regular basis, normally each month, for fees, costs and expenses. If you have any questions or objections concerning a billing statement, you agree to raise them promptly for discussion. Such questions or objections shall be timely only if made within twenty (20) days from the delivery of the applicable billing statement. In all events, unless otherwise agreed to in a writing signed by us, you agree to make payments within thirty (30) days of receiving our billing statement. We may give you notice if your account becomes delinquent, and in such event you agree to immediately bring the account or the retainer deposit current. Past-due bills will bear interest at the rate of one percent (1%) per month without notice. Should any bill become thirty (30) days past due, the Firm may choose to cease all work on the Client's behalf until all outstanding bills are paid in full. If the delinquency continues and you do not arrange satisfactory payment terms, we will withdraw from the representation and pursue collection of your account. You agree to pay the fees, costs and expenses related to preservation and pursuit

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Attorneys and Counselors at Law

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of the Firm's claims against you and collecting the debt, including court costs, filing fees, and reasonable attorney fees and costs. Client and the Firm acknowledge that in the event the Firm is retained as legal counsel for a debtor-in-possession under the Bankruptcy Code, the award of legal fees, costs and expenses is subject to award and review by the United States Bankruptcy Court.

Retainer and Trust Deposits

Clients of the Firm may be required to deposit a retainer with the Firm. At the conclusion of our legal representation or at such time as the retainer deposit is unnecessary or is appropriately reduced, the remaining balance or an appropriate part of it will be returned to you. If the retainer deposit proves insufficient to cover current expenses and fees at some point during the representation, it may have to be increased.

All trust deposits we receive from you, including retainers, will be placed in a trust account for your benefit. Normally, pursuant to court rule, your deposit will be placed in a pooled account, and the interest earned on the pooled account will be payable to a charitable foundation. Other trust deposits will also be placed in the pooled account unless you request a segregated account.

Retainers and Minimum Fees can be paid with cash, check, cashier check, credit card or by wire transfer. If you chose to wire the funds our bank information is Nevada State Bank, E. Warm Springs Road, Las Vegas, NV 89132, telephone # 1-702-855-4606; account information is GTG LLP, Acct. # 979892841, routing # 122400779, swift code # ZFNBUS55.

Conflicts

The Firm represents many other entities and individuals. It is possible that some of the Firm's present or future clients will have disputes with you during this engagement. Therefore, as a condition to the Firm's undertaking this engagement, you agree that the Firm may continue to represent, or may undertake in the future to represent, existing or new clients in any matter that is not substantially related to the Matter, even if the interests of such clients in those other matters are directly adverse to you. The Client's prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as the result of the Firm's representation of you, the Firm has obtained sensitive, proprietary or other confidential information that, if known to any such other client of the Firm, could be used in any such other matter by such client to the material disadvantage of you. In other words, we agree not to accept, without prior approval from you, any engagement known to be in direct conflict with your interests in the Matter. If, in the course of representing multiple clients, we determine in our sole discretion that a conflict of interest exists, we will notify all affected clients of such

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Attorneys and Counselors at Law

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conflict and may withdraw from representing any one or more of the multiple clients, possibly including you, to the extent such a withdrawal would be permitted or required by applicable ethical rules.

Termination and File Retention

You may at any time terminate our services and representation upon written notice to us. Such termination shall not, however, relieve you of the obligation to pay for all services already rendered, including work in progress and remaining incomplete at the time of termination, and to pay for all expenses incurred on your behalf through the date of termination.

We reserve the right to withdraw from our representation (1) if you fail to honor the Engagement Letter, any Supplement thereto or these Standard Terms of Representation; (2) for any just reason as permitted or required under the Nevada Code of Professional Responsibility or by any appropriate court; (3) if you demand that we take action which we, in our discretion, determine would violate Rule 11 of the Federal Rules of Civil Procedure or any state or bankruptcy law derivative thereof; (4) if you fail to cooperate with us, make false statement or representations to us, or fail to pay us promptly as required by the terms hereof; or (5) as required or permitted by the applicable rules of professional conduct, all upon written notice to you. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect your interests in the Matter, and you agree to take all steps necessary to free us of any obligation to perform further, including the execution of any documents necessary to perfect our withdrawal. We will be entitled to be paid for all services rendered and costs and expenses incurred on your behalf through the date of withdrawal. If permission for withdrawal is required by a court, we will promptly request such permission, and you agree not to oppose our request. In the event of termination, you agree to pay us promptly for all services rendered plus all other charges or expenses incurred prior to such termination.

Unless previously terminated, our representation of you in the Matter will terminate upon our sending you our final statement for services rendered in the Matter.

The Client is responsible for maintaining its own copies of documents forwarded to it by the Firm. Following termination of our services, at your request, your papers and property will be returned to you upon receipt of payment of outstanding fees, costs and expenses. Otherwise, we agree to make a diligent effort, subject to casualties beyond our control, to retain and maintain all major and significant components of your papers and property relative to the Matter for a period of four (4) years following the conclusion of the matter. Our own files pertaining to the Matter will be retained by the Firm. These Firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records; and internal lawyers' work product such as drafts, notes, internal

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Attorneys and Counselors at Law

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memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. All such documents retained by the Firm will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of the engagement.

We shall be entitled to enforce our attorneys' retaining lien and attorneys' charging lien in accordance with Nevada law, so that, in the event you fail to pay the Firm as provided herein, the Firm may retain exclusive control of all your files as well as any property, monies, or original documents in the Firm's possession, until such fees, costs and expenses are paid in full. You hereby grant a power of attorney to counsel to execute any drafts or instruments payable to you, apply sums received to the Firm's outstanding billing statements, and remit any remaining funds to you.

After the conclusion of our representation, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you engage us after the conclusion of the Matter to provide additional advice on issues arising from the Matter, the Firm has no continuing obligation to advise you with respect to future legal developments.

Governing Law and Rules of Professional Conduct

The Engagement Letter shall be interpreted and enforced in accordance with the laws of the State of Nevada, as amended from time to time. The Firm's services shall be governed by the Rules of Professional Conduct as adopted by the Nevada Supreme Court, as amended from time to time, without regard to where the services are actually performed. Any lawsuit, action or proceeding arising out of or relating to this agreement shall only be instituted in a federal or state court located in Nevada.

Disputes

JURY WAIVER. THE CLIENT AND THE FIRM VOLUNTARILY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THE MATTER, THIS AGREEMENT, OR ANY OTHER AGREEMENT OR DOCUMENT EXECUTED OR DELIVERED OR CREATED IN

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Garman Turner Gordon LLP

Attorneys and Counselors at Law

April 21, 2017

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CONNECTION HERewith OR THEREwith OR ANY ACT OR TRANSACTION
RELATED HERETO.

Effort and Outcome

The Firm agrees to competently and diligently represent the Client in the Matter. The Client acknowledges that the Firm has given no assurances regarding the outcome of the Matter. You acknowledge that, in the event of a loss, you may be liable for the opposing party's attorney's fees and will be liable for the opposing party's costs as required by law. You further acknowledge that a suit brought solely to harass or coerce a settlement may result in liability for malicious prosecution or abuse of process.

Commencement of Representation

If representation of the Client by the Firm in the Matter has commenced prior to the Firm receiving a copy of the Engagement Letter and any Supplement thereto signed by the Client and any required retainer, all such services rendered by the Firm are agreed to have been requested and provided pursuant to the terms of the Engagement Letter and any Supplement thereto.

Privacy Policy of Garman Turner Gordon

Lawyers, as providers of certain personal services, may be required by the Gramm-Leach-Bliley Act (the "Act") to inform their clients of their policies regarding privacy of your information. We understand your concerns as to privacy and the need to ensure the privacy of all your information. Your privacy is important to us, and maintaining your trust and confidence is a high priority. Lawyers have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by the Act. Therefore, we have always protected your right to privacy. The purpose of this notice is to explain our Privacy Policy with regard to personal information about you that we obtain and how we keep that information secure.

Nonpublic Personal Information. We collect nonpublic personal information about you that is provided to us by you or obtained by us with your authorization or consent.

We do not disclose any personal information about our clients or former clients to anyone, except as permitted by law and any applicable state ethics rules.

We do not disclose any nonpublic personal information about current or former clients obtained in the course of representation of those clients, except as expressly authorized by those clients to enable us to effectuate the purpose of our engagement or as required or permitted by

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Garman Turner Gordon LLP

Attorneys and Counselors at Law

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law or applicable provisions of codes of professional responsibility or ethical rules governing our conduct as lawyers.

Confidentiality and Security. We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and to comply with professional guidelines or requirements of law. In order to guard your nonpublic personal information, we maintain physical, electronic, and procedural safeguards that comply with our professional standards.

Integration

The Engagement Letter, any Supplement thereto and these Standard Terms of Representation contain the entire agreement between the Client and the Firm regarding the Matter and the fees, costs and expenses relative to the Matter. The Engagement Letter and any Supplement thereto shall be binding upon the Client and the Firm and their respective heirs, executors, legal representatives and successors. These Standard Terms of Representation may be revised periodically. Any revision shall be delivered to the Client and be effective thirty (30) days after such delivery unless we have received an objection to the revision from the Client within such thirty (30) day-period.

Authorization to Retain the Firm

The person signing the Engagement Letter on behalf of the Client acknowledges that he has the requisite power and authority to execute and deliver the Engagement Letter on behalf of the Client, and that the Client has duly authorized and approved all necessary action and consent to be taken by him with respect to the Matter.

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Exhibit "B"

Chargeable Costs

1. Local Courier Messenger Services	\$10.00
2. Indexing (per tab)	.50
3. Photocopying (per page)	.25
4. Telephone Charge (long distance)	actual charge
5. Equifax	actual charge
6. Federal Express	actual charge
7. UPS Delivery	actual charge
8. Computerized Research	actual charge
9. Scanning (per page)	.25
10. Electronic Filing and Retrieval Fees	actual charge

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RAN0071

Raffi A Nahabedian

From: Jason Maier [jrm@mgalaw.com]
Sent: Monday, January 11, 2021 7:29 PM
To: R. A. Nahabedian, Esq.; Jay Bloom
Cc: Joseph Gutierrez; Danielle Barraza
Subject: RE: Documents to be printed, signed by Matthew Farkas, scanned and emailed and UPS mailed back.
Attachments: Letter to Garman Turner Gordon 1.11.2021.docx

Importance: High

Raffi – here is a draft of the letter given your back issues. Feel free to edit as you see fit. I'm not sure you need the sentence highlighted in yellow now that I see the letter written out, but that's up to you and Matthew. Please send us a final copy of whatever winds up going out. Thanks.

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

From: Jason Maier
Sent: Monday, January 11, 2021 10:24 AM
To: 'R. A. Nahabedian, Esq.' <raffi@nahabedianlaw.com>; Jay Bloom <jbloom@lvem.com>
Cc: Joseph Gutierrez <jag@mgalaw.com>; Danielle Barraza <djb@mgalaw.com>
Subject: RE: Documents to be printed, signed by Matthew Farkas, scanned and emailed and UPS mailed back.

Not sure if this helps, but attached is the document previously disclosed by GTG where Matthew signed the engagement of GTG.

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

From: R. A. Nahabedian, Esq. <raffi@nahabedianlaw.com>
Sent: Monday, January 11, 2021 10:14 AM
To: Jay Bloom <jbloom@lvem.com>
Cc: R. A. Nahabedian, Esq. <raffi@nahabedianlaw.com>; Jason Maier <jrm@mgalaw.com>; Joseph Gutierrez <jag@mgalaw.com>; Danielle Barraza <djb@mgalaw.com>
Subject: RE: Documents to be printed, signed by Matthew Farkas, scanned and emailed and UPS mailed back.

Good morning.

I injured my back yesterday, sciatic nerve. Can barely walk and have been lying on the floor to alleviate pain, along with meds. I can be available via telephone.

Also, as substantive LLC issues are foreseeable, having the Operating Agreement is an absolute must to prevent claims.

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RAN0072

Sent from my Verizon, Samsung Galaxy smartphone. So, if there are any errors or grammatical issues, I will simply blame it on the PDA embedded in my cellphone. If that's not good enough, remember that life is too short!

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

From: Jay Bloom <jbloom@lvem.com>

Date: 1/10/21 12:34 PM (GMT-08:00)

To: "R. A. Nahabedian, Esq." <raffi@nahabedianlaw.com>

Cc: Jason Maier <jrm@mgalaw.com>, Joseph Gutierrez <jag@mgalaw.com>, Danielle Barraza <djb@mgalaw.com>

Subject: Re: Documents to be printed, signed by Matthew Farkas, scanned and emailed and UPS mailed back.

I doubt he has it.

We should be fine with his representation and his having engaged them in the first place, together with his signing the subscription agreement and the redemption agreement on behalf of the entity as manager.

We need to get this done and filed ASAP

Jay Bloom

Leading Ventures and Enterprise Matching

m 702.423.0500 | f 702.974.0284

Jbloom@lvem.com | www.LVEM.com

Please consider the environment

CONFIDENTIALITY NOTICE: This message is for the named person's use only. It may contain sensitive and private proprietary or legally privileged information. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication of this communication is strictly prohibited and may be unlawful. If you are not the intended recipient, please notify the sender immediately by return e-mail and destroy this communication and all copies thereof, including all attachments.

Sent from my iPhone

On Jan 10, 2021, at 12:15 PM, R. A. Nahabedian, Esq. <raffi@nahabedianlaw.com> wrote:

Good afternoon.

Additionally, Matthew must bring the Operating Agreement of the LLC. This is critical to confirm his authority of the termination as the authorized manager, as defined in the Operating Agreement, and not just as a managing member.

GTG may be very difficult in this process, especially since they are owed fees.

Sent from my Verizon, Samsung Galaxy smartphone. So, if there are any errors or grammatical issues, I will simply blame it on the PDA embedded in my cellphone. If that's not good enough, remember that life is too short!

RA0559

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

From: Jay Bloom <jbloom@lvem.com>

Date: 1/10/21 9:33 AM (GMT-08:00)

To: Jason Maier <jrm@mgalaw.com>

Cc: "R. A. Nahabedian, Esq." <raffi@nahabedianlaw.com>, Joseph Gutierrez <jag@mgalaw.com>, Danielle Barraza <djb@mgalaw.com>

Subject: Re: Documents to be printed, signed by Matthew Farkas, scanned and emailed and UPS mailed back.

Hi Jason,

Raffi wants to supplement the documentation with a substitution of attorney letter that Matthew needed now needs to sign as well as a conflict waiver letter.

I don't know that Raffi is taking any action with the termination letter until these are signed.

I'm waiting for the conflict waiver letter to be drafted, so I can put it together with the substitution of attorney to put in front of Matthew for a second set of signatures.

I'm hoping to have the conflict waiver letter today and I'll have Matthew sign everything tomorrow.

Jay Bloom

Leading Ventures and Enterprise Matching

m [702.423.0500](tel:702.423.0500) | f [702.974.0284](tel:702.974.0284)

jbloom@lvem.com | www.LVEM.com

Please consider the environment

CONFIDENTIALITY NOTICE: This message is for the named person's use only. It may contain sensitive and private proprietary or legally privileged information. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication of this communication is strictly prohibited and may be unlawful. If you are not the intended recipient, please notify the sender immediately by return e-mail and destroy this communication and all copies thereof, including all attachments.

Sent from my iPhone

On Jan 10, 2021, at 9:16 AM, Jason Maier <jrm@mgalaw.com> wrote:

I have reviewed these documents. Has the termination letter been delivered to GTG? It is dated 1/6/21 but we subsequently received communications from GTG after that date regarding TGC/Farkas Funding LLC. Also, if Nahabedian Law has taken over representation of TGC/Farkas Funding LLC, we need Nahabedian Law to confirm the same with a representation letter or email. Thanks.

Jason R. Maier

RA0560

PLTF_313

RAN0074

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

From: Jay Bloom <jbloom@lvem.com>
Sent: Thursday, January 07, 2021 2:48 PM
To: Joseph Gutierrez <jag@mgalaw.com>; Jason Maier <jrm@mgalaw.com>
Cc: raffi@nahabedianlaw.com
Subject: FW: Documents to be printed, signed by Matthew Farkas, scanned and emailed and UPS mailed back.

Here you go!!

Originals in the mail...

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To: Jay Bloom <jbloom@lvem.com>
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Jay Bloom
5148 Spanish Heights Dr
Las Vegas, NV 89148

Please call me at 702-423-0500 with any questions and for payment when completed.

RA0561

PLTF_314

RAN0075

Thank you,

Jay Bloom

Leading Ventures and Enterprise Matching

m 702.423.0500 | f 702.974.0284

jbloom@lvem.com | www.LVEM.com

Please consider the environment

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January __, 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 that Matthew Farkas has already executed on behalf of TGC/Farkas Funding, LLC.

Pursuant to the TGC/Farkas Funding, LLC operating agreement, which specifically states that Mr. Farkas serves as the Administrative Member and Manager, Mr. Farkas has full authority to retain and terminate legal representation for the company in his administrative 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 representation of TGC/Farkas Funding, LLC. Notably, the Garman Turner Gordon engagement letter that Mr. Farkas signed on behalf of TGC/Farkas Funding, LLC included a handwritten preclusion of litigation against First 100, yet somehow litigation was commenced anyway without Mr. Farkas' written approval of the same. Beyond that, Mr. Farkas has learned that Garman Turner Gordon has pursued aggressive judgment collection tactics against First 100, which was never discussed with or approved of beforehand by Mr. Farkas. Mr. Farkas is concerned that Garman Turner Gordon has exceeded the scope of the agreed-upon engagement through its ongoing litigation and collection efforts against First 100, which has now placed Mr. Farkas 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 Garman Turner Gordon 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, formal demand is hereby made that Garman Turner Gordon cease all legal work on the same. To be clear, Mr. Farkas does not consent to Garman Turner Gordon engaging in any further collection activities whatsoever against First 100, and does not consent to Garman Turner Gordon attempting to represent TGC/Farkas Funding, LLC now that the representation has been terminated.

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

RA0563

PLTF_316

RAN0077

TGC/Farkas v. First 100 Matter on behalf of TGC/Farkas Funding, LLC, and a copy of the settlement agreement is also enclosed herein as a courtesy.

Thank you for your prompt attention to this matter and I look forward to receiving the executed substitution of counsel.

Sincerely,

Raffi A. Nahabedian, Esq.

RA0564

PLTF_317

RAN0078

Raffi A Nahabedian

From: Jay Bloom [jbloom@lvem.com]
Sent: Tuesday, January 12, 2021 9:15 AM
To: Jason Maier; R. A. Nahabedian, Esq.
Cc: Joseph Gutierrez; Danielle Barraza
Subject: RE: Documents to be printed, signed by Matthew Farkas, scanned and emailed and UPS mailed back.

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RA0565
PLTF_318

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We should be fine with his representation and his having engaged them in the first place, together with his signing the subscription agreement and the redemption agreement on behalf of the entity as manager.

We need to get this done and filed ASAP

Jay Bloom

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

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Sent from my iPhone

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RA0566
PLTF_319

RAN0080

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On Jan 10, 2021, at 9:16 AM, Jason Maier <jrm@mgalaw.com> wrote:

RA0567

PLTF_320

RAN0081

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Raffi A Nahabedian

From: Raffi A Nahabedian [raffi@nahabedianlaw.com]
Sent: Tuesday, January 12, 2021 10:36 AM
To: 'Jay Bloom'; 'Jason Maier'
Cc: 'Joseph Gutierrez'; 'Danielle Barraza'; 'Raffi A Nahabedian'
Subject: RE: Documents to be printed, signed by Matthew Farkas, scanned and emailed and UPS mailed back.
Importance: High

Yes, great letter. I will prepare all docs and attach for confirming approval.

Raffi

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Sent: Tuesday, January 12, 2021 9:15 AM
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RA0570

PLTF_323

RAN0084

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RA0573

PLTF_326

RAN0087

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RA0574

PLTF_327

RAN0088

Raffi A Nahabedian

From: Raffi A Nahabedian [raffi@nahabedianlaw.com]
Sent: Tuesday, January 12, 2021 11:54 AM
To: 'Jay Bloom'; 'Raffi A Nahabedian'
Cc: 'Joseph Gutierrez'
Subject: TGC Farkas.GTG.SubstitutionLetter
Attachments: TGC Farkas.GTG.SubstitutionLetter.docx

Jay

I made some minor revisions. Please read and approve.

Also, I would like to speak with Matthew as soon as possible.

Raffi

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

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

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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 executed on behalf of TGC/Farkas Funding, LLC.

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 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

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RAN0090

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)

RA0577

PLTF_330

RAN0091

Raffi A Nahabedian

From: Jay Bloom [jbloom@lvem.com]
Sent: Tuesday, January 12, 2021 11:59 AM
To: Raffi A Nahabedian
Cc: Joseph Gutierrez
Subject: Re: TGCFarkas.GTG.SubstitutionLetter

This reads well

Can you send me the conflict waiver on letter head?

I'll get that and the substitution of attorney both signed and then I'll set up a Call...

Jay Bloom

Leading Ventures and Enterprise Matching
m 702.423.0500 | f 702.974.0284
jbloom@lvem.com | www.LVEM.com

Please consider the environment

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Sent from my iPhone

On Jan 12, 2021, at 11:54 AM, Raffi A Nahabedian <raffi@nahabedianlaw.com> wrote:

Jay

I made some minor revisions. Please read and approve.

Also, I would like to speak with Matthew as soon as possible.

Raffi

<TGCFarkas.GTG.SubstitutionLetter.docx>

Raffi A Nahabedian

From: Joseph Gutierrez [jag@mgalaw.com]
Sent: Tuesday, January 12, 2021 4:33 PM
To: Raffi A Nahabedian
Cc: Jay Bloom; Jason Maier
Subject: Re: TGC Farkas.ConflictLetter

Letter looks good to me. Thanks

Sent from my iPhone

> On Jan 12, 2021, at 3:57 PM, Raffi A Nahabedian <raffi@nahabedianlaw.com> wrote:
>
> Good afternoon. I need to get this to Matthew.
>
> Raffi
>
> <TGC Farkas.ConflictLetter.docx>

The information contained in this transmission may contain privileged and confidential information. It is intended only for the use of the person(s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication of this communication is strictly prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.

Raffi A Nahabedian

From: Raffi A Nahabedian [raffi@nahabedianlaw.com]
Sent: Tuesday, January 12, 2021 8:21 PM
To: 'Jay Bloom'; 'Joseph Gutierrez'
Cc: 'Raffi A Nahabedian'
Subject: Final Draft TGCFarkas.ConflictLetter
Attachments: TGCFarkas.ConflictLetter.docx

Jay

Good evening. I got your email, so here is the final version. Once I have this, I will send out the letter to TGT.

Raffi

Raffi A. Nahabedian, Esq.
The Law Office of Raffi A. Nahabedian
7408 Doe Avenue
Las Vegas, NV 89117
(702) 379-9995 or (702) 222-1496(Fax)

Member State Bar of California

Member State Bar of Nevada

January 12, 2021

Matthew Farkas, Manager
TGC/Farkas Funding, LLC

Re: Retention of Services and Conflict Waiver

Dear Mr. Farkas:

The purpose of this letter is to notify you and to obtain your informed consent to represent TGC/Farkas Funding, LLC in the matter for which you seek my legal services: TGC/Farkas Funding, LLC v. First 100, LLC, *et. al.*, Clark County Case No. A-20-822273-C

In this regard, I am to inform you that I have represented First 100 LLC, or its derivative identities, in that past, as well as represented and represent Mr. Jay Bloom. Given such, I am to notify you so that you are informed of my past and current relationships which may be perceived as a potential conflict. In the matter for which you are requesting my services, however, such representation has nothing to do with and/or is unrelated to any prior or current cases/matters involving First 100 LLC, or its derivative identities, and/or involving Mr. Bloom.

It is my further understanding that you, as an authorized representative of TGC/Farkas Funding, LLC, its Manager, as defined in the TGC/Farkas Funding, LLC Operating Agreement, met with and negotiated with Mr. Bloom (as an authorized representative of First 100 LLC, or its derivative identities) a settlement and release of all claims, rights and interest in the pending action, Clark County Case No. A-20-822273-C. This settlement and release has been manifested in a signed, legally binding and fully enforceable writing executed by and between the respective parties authorized representatives/agents. I was not involved in and did not participate in such settlement and release negotiations and/or agreement in any manner.

To be clear, in this regard, TGC/Farkas Funding, LLC is not asking and did not request my assistance in the negotiation and/or preparation of the settlement and release agreement, and it is not asking for my assistance in providing TGC/Farkas Funding, LLC with any legal advice, interpretation or counsel in regards to the settlement and release

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RAN0095

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

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RAN0096

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

RA0583

PLTF_336

RAN0097

Raffi A Nahabedian

From: Raffi A Nahabedian [raffi@nahabedianlaw.com]
Sent: Wednesday, January 13, 2021 1:06 PM
To: 'Raffi A Nahabedian'; 'Jay Bloom'; 'Joseph Gutierrez'
Subject: RE: Final Draft TGC Farkas Conflict Letter

Jay

Good afternoon. Status...?

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

From: Raffi A Nahabedian [mailto:raffi@nahabedianlaw.com]
Sent: Tuesday, January 12, 2021 8:21 PM
To: 'Jay Bloom'; 'Joseph Gutierrez'
Cc: 'Raffi A Nahabedian'
Subject: Final Draft TGC Farkas Conflict Letter

Jay

Good evening. I got your email, so here is the final version. Once I have this, I will send out the letter to TGT.

Raffi

Raffi A Nahabedian

From: Jay Bloom [jbloom@lvem.com]
Sent: Wednesday, January 13, 2021 2:15 PM
To: Raffi A Nahabedian
Cc: Joseph Gutierrez
Subject: Re: Final Draft TGCFarkas.ConflictLetter

Spoke with Matthew.

he's going to go down and sign around 4:00.

I'll have the documents back today.

Jay Bloom

Leading Ventures and Enterprise Matching
m 702.423.0500 | f 702.974.0284
Jbloom@lvem.com | www.LVEM.com

Please consider the environment

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Sent from my iPhone

On Jan 13, 2021, at 1:06 PM, Raffi A Nahabedian <raffi@nahabedianlaw.com> wrote:

Jay

Good afternoon. Status...?

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

From: Raffi A Nahabedian [<mailto:raffi@nahabedianlaw.com>]
Sent: Tuesday, January 12, 2021 8:21 PM
To: 'Jay Bloom'; 'Joseph Gutierrez'
Cc: 'Raffi A Nahabedian'
Subject: Final Draft TGCFarkas.ConflictLetter

Jay

Good evening. I got your email, so here is the final version. Once I have this, I will send out the letter to TGT.

Raffi

RA0585

PLTF_338

RAN0099

Raffi A Nahabedian

From: R. A. Nahabedian, Esq. [raffi@nahabedianlaw.com]
Sent: Wednesday, January 13, 2021 2:38 PM
To: Jay Bloom
Cc: R. A. Nahabedian, Esq.; Joseph Gutierrez
Subject: RE: Final Draft TGCFarkas.ConflictLetter

Ok, great. I should head over to meet with him and discuss the matter...? I can also get my retainer fee. Please confirm.

Raffi

Sent from my Verizon, Samsung Galaxy smartphone. So, if there are any errors or grammatical issues, I will simply blame it on the PDA embedded in my cellphone. If that's not good enough, remember that life is too short!

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

From: Jay Bloom <jbloom@lvem.com>
Date: 1/13/21 2:14 PM (GMT-08:00)
To: "R. A. Nahabedian, Esq." <raffi@nahabedianlaw.com>
Cc: Joseph Gutierrez <jag@mgalaw.com>
Subject: Re: Final Draft TGCFarkas.ConflictLetter

Spoke with Matthew.

he's going to go down and sign around 4:00.

I'll have the documents back today.

Jay Bloom

Leading Ventures and Enterprise Matching
m 702.423.0500 | f 702.974.0284
Jbloom@lvem.com | www.LVEM.com

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Sent from my iPhone

On Jan 13, 2021, at 1:06 PM, Raffi A Nahabedian <raffi@nahabedianlaw.com> wrote:

Jay

RA0586
PLTF_339

Good afternoon. Status...?

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

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

Sent: Tuesday, January 12, 2021 8:21 PM

To: 'Jay Bloom'; 'Joseph Gutierrez'

Cc: 'Raffi A Nahabedian'

Subject: Final Draft TGCFarkas.ConflictLetter

Jay

Good evening. I got your email, so here is the final version. Once I have this, I will send out the letter to TGT.

Raffi

Raffi A Nahabedian

From: Jay Bloom [jbloom@lvem.com]
Sent: Thursday, January 14, 2021 11:33 AM
To: raffi@nahabedianlaw.com
Cc: Joseph Gutierrez; Jason Maier
Subject: Matthew Documents
Attachments: SKMBT_C36421011317560 (3).pdf

RAFFI A. NAHABEDIAN

7408 Doe Avenue
Las Vegas, Nevada 89117
Tel: (702) 379-9995 / Fax: (702) 222-1496

1 RAFFI A. NAHABEDIAN, ESQ.
2 Nevada Bar No. 009347
3 **LAW OFFICE OF RAFFI A. NAHABEDIAN**
4 7408 Doe Avenue
5 Las Vegas, Nevada 89117
6 Telephone: (702) 379-9995
7 Facsimile: (702) 222-1496
8 Attorneys for Plaintiff

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

7 TGC/FARKAS FUNDINGG, LLC,

8 Plaintiff,

10 vs.

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

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
24 7408 Doe Avenue
25 Las Vegas, NV 89117

25 Dated this ____ day of August, 2017.

LAW OFFICE OF RAFFI A. NAHABEDIAN

26 By: _____

27 Raffi A. Nahabedian, Esq.
28 Attorneys for Plaintiff/Counter-defendant

RAFFI A. NAHABEDIAN

7408 Doe Avenue

Las Vegas, Nevada 89117

Tel: (702) 379-9995 / Fax: (702) 222-1496

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TGC/FARKAS FUNDING, LLC, by way of Matthew Farkas, hereby requests and consents to the aforementioned substitution of counsel in the above-captioned matter:

Dated this ___ day of January, 2021. TGC/FARKAS FUNDING, LLC

By: 

Matthew Farkas, Member/Manager

GARMAN TURNER GORDON LLP hereby consents to the aforementioned substitution of counsel of record in the above captioned matter:

Dated this ___ day of January, 2021. GARMAN TURNER GORDON LLP

By: _____

Erika Pike Turner, Esq.

RAFFI A. NAHABEDIAN

7408 Doe Avenue

Las Vegas, Nevada 89117

Tel: (702) 379-9995 / Fax: (702) 222-1496

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 11th 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

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

RA0592

PLTF_345

RAN0106

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

RA0593

PLTF_346

RAN0107

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

RA0594

PLTF_347

RAN0108

Raffi A Nahabedian

From: Raffi A Nahabedian [raffi@nahabedianlaw.com]
Sent: Thursday, January 14, 2021 1:08 PM
To: 'Jay Bloom'; 'Joseph Gutierrez'; 'Jason Maier'
Cc: 'Raffi A Nahabedian'
Subject: letter to GTG
Attachments: scan.pdf

Importance: High

Jay

Please confirm the attached and I will send upon confirmation based on Matthew's instructions.

Raffi

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

RA0596

PLTF_349

RAN0110

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)

RA0597

PLTF_350

RAN0111

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

RA0598

PLTF_351

RAN0112

RAFFI A. NAHABEDIAN

7408 Doe Avenue

Las Vegas, Nevada 89117

Tel: (702) 379-9995 / Fax: (702) 222-1496

1 RAFFI A. NAHABEDIAN, ESQ.
2 Nevada Bar No. 009347
3 **LAW OFFICE OF RAFFI A. NAHABEDIAN**
4 7408 Doe Avenue
5 Las Vegas, Nevada 89117
6 Telephone: (702) 379-9995
7 Facsimile: (702) 222-1496
8 Attorneys for Plaintiff

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

8 TGC/FARKAS FUNDINGG, LLC,

9 Plaintiff,

10 vs,

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

17 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
24 7408 Doe Avenue
25 Las Vegas, NV 89117

26 Dated this 17th day of January, 2021.

LAW OFFICE OF RAFFI A. NAHABEDIAN

27 By 
28 Raffi A. Nahabedian, Esq.
Attorneys Plaintiff

RAFFI A. NAHABEDIAN

7408 Dec 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

Raffi A Nahabedian

From: Raffi A Nahabedian [raffi@nahabedianlaw.com]
Sent: Thursday, January 14, 2021 1:41 PM
To: eturner@gtg.legal
Cc: 'Joseph Gutierrez'; 'Jason Maier'; 'Raffi A Nahabedian'
Subject: In Re TGC/Farkas
Attachments: scan.pdf

Importance: High

Ms. Pike Turner:

Good afternoon.

Please see the attached letter for your immediate consideration and attention.

Respectfully,
Raffi A. Nahabedian

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

RA0603

PLTF_356

RAN0117

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)

RA0604

PLTF_357

RAN0118

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

RA0605

PLTF_358

RAN0119

RAFFI A. NAHABEDIAN

7408 Doe Avenue

Las Vegas, Nevada 89117

Tel: (702) 379-9995 / Fax: (702) 222-1496

1 RAFFI A. NAHABEDIAN, ESQ.
2 Nevada Bar No. 009347
3 **LAW OFFICE OF RAFFI A. NAHABEDIAN**
4 7408 Doe Avenue
5 Las Vegas, Nevada 89117
6 Telephone: (702) 379-9995
7 Facsimile: (702) 222-1496
8 Attorneys for Plaintiff

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

8 TGC/FARKAS FUNDINGG, LLC,

9 Plaintiff,

10 vs.

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

17 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
24 7408 Doe Avenue
25 Las Vegas, NV 89117

26 Dated this 11th day of January, 2021.

LAW OFFICE OF RAFFI A. NAHABEDIAN

27 By 
28 Raffi A. Nahabedian, Esq.
Attorneys Plaintiff

RAFFI A. NAHABEDIAN

7408 Dec 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

Raffi A Nahabedian

From: Jason Maier [jrm@mgalaw.com]
Sent: Friday, January 15, 2021 11:14 AM
To: R. A. Nahabedian, Esq.; Jay Bloom
Cc: Joseph Gutierrez
Subject: FW: Order Granting Plaintiff's Motion for Attorneys' Fees and Costs 4832-8615-5989 v.1.docx

Fyi

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

From: Dylan Ciciliano <dciciliano@Gtg.legal>
Sent: Friday, January 15, 2021 10:02 AM
To: Danielle Barraza <djb@mgalaw.com>
Cc: Max Erwin <MErwin@Gtg.legal>; Jason Maier <jrm@mgalaw.com>; Joseph Gutierrez <jag@mgalaw.com>; Erika Turner <eturner@Gtg.legal>
Subject: RE: Order Granting Plaintiff's Motion for Attorneys' Fees and Costs 4832-8615-5989 v.1.docx

Good morning,

I will submit the order. Thank you.

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

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

Dylan T. Ciciliano, Esq.

Attorney

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

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

Visit us online at www.gtg.legal

From: Danielle Barraza <djb@mgalaw.com>
Sent: Friday, January 15, 2021 9:41 AM
To: Dylan Ciciliano <dciciliano@Gtg.legal>

RA0609
PLTF_362
RAN0123

Cc: Max Erwin <MErwin@Gtg.legal>; Jason Maier <jrm@mgalaw.com>; Joseph Gutierrez <jag@mgalaw.com>
Subject: RE: Order Granting Plaintiff's Motion for Attorneys' Fees and Costs 4832-8615-5989 v.1.docx

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

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

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

Following up on the below.

Dylan T. Ciciliano, Esq.

Attorney

Phone: 725 777 3000 | Fax: 725 777 3112

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

Visit us online at www.gtg.legal

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

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

Dylan

The information contained in this transmission may contain privileged and confidential information. It is intended only for the use of the person(s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication of this communication is strictly prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.

RA0610

PLTF_363

RAN0124

The information contained in this transmission may contain privileged and confidential information. It is intended only for the use of the person(s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication of this communication is strictly prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.

Raffi A Nahabedian

From: Max Erwin [MErwin@Gtg.legal]
Sent: Friday, January 15, 2021 11:18 AM
To: raffi@nahabedianlaw.com
Cc: Erika Turner
Subject: TGC/Farkas Funding, LLC - Case No. A-20-822273-C
Attachments: 2021 0115 Letter to Nahabedian.pdf

Mr. Nahabedian,

Attached please find correspondence from Erika Pike Turner regarding the above referenced matter.

Please let us know if you have any questions.

Thank you.

Max Erwin
Legal Assistant

P 725 777 3000 | F 725 777 3112

GARMAN | TURNER | GORDON

7251 AMIGO STREET, SUITE 210
LAS VEGAS, NV 89119

[website](#) | [vCard](#) | [map](#) | [email](#)



GARMAN
TURNER
GORDON

7251 AMIGO STREET
SUITE 210
LAS VEGAS, NV 89119
WWW.GTG.LEGAL
PHONE: 725 777 3000
FAX: 725 777 3112

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

January 15, 2021

VIA EMAIL AND U.S. MAIL:

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

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

Mr. Nahabedian,

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

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

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

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

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

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

RA0613
PLTF_366
RAN0127

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

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

Rule 1.7. Conflict of Interest: Current Clients.

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

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

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

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

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

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

RA0614

PLTF_367

RAN0128

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

In addition, the Client hereby demands that you produce:

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

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

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

Sincerely,

GARMAN TURNER GORDON LLP

/s/ Erika Pike Turner

ERIKA PIKE TURNER, ESQ.

cc: Client and Matthew Farkas

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

RA0615

PLTF_368

RAN0129

Raffi A Nahabedian

From: Jason Maier [jrm@mgalaw.com]
Sent: Friday, January 15, 2021 11:20 AM
To: Dylan Ciciliano; Erika Turner; Max Erwin; R. A. Nahabedian, Esq.
Cc: Danielle Barraza; Joseph Gutierrez
Subject: RE: Order Granting Plaintiff's Motion for Attorneys' Fees and Costs 4832-8615-5989 v.1.docx

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

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

From: Dylan Ciciliano <dciciliano@Gtg.legal>
Sent: Friday, January 15, 2021 10:02 AM
To: Danielle Barraza <djb@mgalaw.com>
Cc: Max Erwin <MErwin@Gtg.legal>; Jason Maier <jrm@mgalaw.com>; Joseph Gutierrez <jag@mgalaw.com>; Erika Turner <eturner@Gtg.legal>
Subject: RE: Order Granting Plaintiff's Motion for Attorneys' Fees and Costs 4832-8615-5989 v.1.docx

Good morning,

I will submit the order. Thank you.

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

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

Dylan T. Ciciliano, Esq.

Attorney

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

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

Visit us online at www.gtg.legal

From: Danielle Barraza <djb@mgalaw.com>
Sent: Friday, January 15, 2021 9:41 AM

RA0616
PLTF_369
RAN0130

To: Dylan Ciciliano <dciciliano@Gtg.legal>
Cc: Max Erwin <MErwin@Gtg.legal>; Jason Maier <jrm@mgalaw.com>; Joseph Gutierrez <jag@mgalaw.com>
Subject: RE: Order Granting Plaintiff's Motion for Attorneys' Fees and Costs 4832-8615-5989 v.1.docx

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

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

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

Following up on the below.

Dylan T. Ciciliano, Esq.

Attorney

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

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7251 AMIGO STREET, SUITE 210
LAS VEGAS, NV 89119

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

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

Dylan

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RA0617

PLTF_370

RAN0131

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Raffi A Nahabedian

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

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

Dylan T. Ciciliano, Esq.

Attorney

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jrm@mgalaw.com | www.mgalaw.com

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

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

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Following up on the below.

Dylan T. Ciciliano, Esq.

RA0620
PLTF_373
RAN0134

Attorney

Phone: 725 777 3000 | Fax: 725 777 3112

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To: Danielle Barraza <djb@mgalaw.com>

Cc: Max Erwin <MErwin@Gtg.legal>

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

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Raffi A Nahabedian

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

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MAIER GUTIERREZ & ASSOCIATES
8816 Spanish Ridge Avenue
Las Vegas, Nevada 89148

RA0622
PLTF_375

Tel: 702.629.7900 | Fax: 702.629.7925
jrm@mgalaw.com | www.mgalaw.com

From: Dylan Ciciliano <dciciliano@Gtg.legal>

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

To: Danielle Barraza <djb@mgalaw.com>

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

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

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I will submit the order. Thank you.

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

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

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RA0623

PLTF_376

RAN0137

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

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Dylan T. Ciciliano, Esq.

Attorney

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Raffi A Nahabedian

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

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

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Cc: Danielle Barraza <djb@mgalaw.com>; Joseph Gutierrez <jag@mgalaw.com>; 'Raffi A Nahabedian' <raffi@nahabedianlaw.com>
Subject: RE: Order Granting Plaintiff's Motion for Attorneys' Fees and Costs 4832-8615-5989 v.1.docx

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Cc: Danielle Barraza; Joseph Gutierrez
Subject: RE: Order Granting Plaintiff's Motion for Attorneys' Fees and Costs 4832-8615-5989 v.1.docx

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Dylan T. Ciciliano, Esq.

Attorney

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

RA0625
PLTF_378

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LAS VEGAS, NV 89119

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From: Jason Maier <jrm@mgalaw.com>
Sent: Friday, January 15, 2021 11:20 AM
To: Dylan Ciciliano <dciciliano@Gtg.legal>; Erika Turner <eturner@Gtg.legal>; Max Erwin <MErwin@Gtg.legal>; R. A. Nahabedian, Esq. <raffi@nahabedianlaw.com>
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Subject: RE: Order Granting Plaintiff's Motion for Attorneys' Fees and Costs 4832-8615-5989 v.1.docx

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Attorney

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RA0626
PLTF_379
RAN0140

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From: Danielle Barraza <djb@mgalaw.com>
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To: Dylan Ciciliano <dciciliano@Gtg.legal>
Cc: Max Erwin <MErwin@Gtg.legal>; Jason Maier <jrm@mgalaw.com>; Joseph Gutierrez <jag@mgalaw.com>
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Attorney

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RA0627

PLTF_380

RAN0141

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

Dylan

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Sent: Friday, January 15, 2021 1:09 PM
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Cc: Danielle Barraza; Joseph Gutierrez
Subject: RE: Order Granting Plaintiff's Motion for Attorneys' Fees and Costs 4832-8615-5989 v.1.docx

Counsel of record is accurately reflected in the Court's docket—Garman Turner Gordon. Thank you.

Dylan T. Ciciliano, Esq.

Attorney

Phone: 725 777 3000 | Fax: 725 777 3112

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RA0630

PLTF_383

RAN0144

Turner <eturner@Gtg.legal>

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

Good morning,

I will submit the order. Thank you.

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

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

Dylan T. Ciciliano, Esq.

Attorney

Phone: 725 777 3000 | Fax: 725 777 3112

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

Visit us online at www.gtg.legal

From: Danielle Barraza <djb@mgalaw.com>

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

To: Dylan Ciciliano <dciciliano@Gtg.legal>

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

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

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

Danielle J. Barraza | Associate

MAIER GUTIERREZ & ASSOCIATES

8816 Spanish Ridge Avenue

Las Vegas, Nevada 89148

Tel: 702.629.7900 | Fax: 702.629.7925

djb@mgalaw.com | www.mgalaw.com

From: Dylan Ciciliano <dciciliano@Gtg.legal>

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

To: Danielle Barraza <djb@mgalaw.com>

Cc: Max Erwin <MErwin@Gtg.legal>

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

RA0631

PLTF_384

RAN0145

Following up on the below.

Dylan T. Ciciliano, Esq.

Attorney

Phone: 725 777 3000 | Fax: 725 777 3112

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

Visit us online at www.gtg.legal

From: Dylan Ciciliano

Sent: Monday, January 11, 2021 5:31 PM

To: Danielle Barraza <djb@mgalaw.com>

Cc: Max Erwin <MErwin@Gtg.legal>

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

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

Dylan

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Raffi A Nahabedian

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

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

Erika

Erika Pike Turner

Partner

GARMAN | TURNER | GORDON

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

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

Good afternoon.

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

Respectfully,
Raffi A Nahabedian

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

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

Dylan T. Ciciliano, Esq.

Attorney

Phone: 725 777 3000 | Fax: 725 777 3112

RA0633
PLTF_386
RAN0147

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LAS VEGAS, NV 89119

Visit us online at www.gtg.legal

From: Jason Maier <jrm@mgalaw.com>
Sent: Friday, January 15, 2021 11:20 AM
To: Dylan Ciciliano <dciciliano@Gtg.legal>; Erika Turner <eturner@Gtg.legal>; Max Erwin <MErwin@Gtg.legal>; R. A. Nahabedian, Esq. <raffi@nahabedianlaw.com>
Cc: Danielle Barraza <djb@mgalaw.com>; Joseph Gutierrez <jag@mgalaw.com>
Subject: RE: Order Granting Plaintiff's Motion for Attorneys' Fees and Costs 4832-8615-5989 v.1.docx

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

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

From: Dylan Ciciliano <dciciliano@Gtg.legal>
Sent: Friday, January 15, 2021 10:02 AM
To: Danielle Barraza <djb@mgalaw.com>
Cc: Max Erwin <MErwin@Gtg.legal>; Jason Maier <jrm@mgalaw.com>; Joseph Gutierrez <jag@mgalaw.com>; Erika Turner <eturner@Gtg.legal>
Subject: RE: Order Granting Plaintiff's Motion for Attorneys' Fees and Costs 4832-8615-5989 v.1.docx

Good morning,

I will submit the order. Thank you.

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

Dylan T. Ciciliano, Esq.

Attorney

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

RA0634
PLTF_387

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LAS VEGAS, NV 89119

Visit us online at www.gtg.legal

From: Danielle Barraza <djb@mgalaw.com>
Sent: Friday, January 15, 2021 9:41 AM
To: Dylan Ciciliano <dciciliano@Gtg.legal>
Cc: Max Erwin <MErwin@Gtg.legal>; Jason Maier <jrm@mgalaw.com>; Joseph Gutierrez <jag@mgalaw.com>
Subject: RE: Order Granting Plaintiff's Motion for Attorneys' Fees and Costs 4832-8615-5989 v.1.docx

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

Danielle J. Barraza | Associate
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Las Vegas, Nevada 89148
Tel: 702.629.7900 | Fax: 702.629.7925
djb@mgalaw.com | www.mgalaw.com

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

Following up on the below.

Dylan T. Ciciliano, Esq.

Attorney

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

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7251 AMIGO STREET, SUITE 210
LAS VEGAS, NV 89119

Visit us online at www.gtg.legal

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

RA0635

PLTF_388

RAN0149

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

Dylan

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Raffi A Nahabedian

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

Mr. Nahabedian,

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

Thank you,

Dylan T. Ciciliano, Esq.

Attorney

Phone: 725 777 3000 | Fax: 725 777 3112

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7251 AMIGO STREET, SUITE 210
LAS VEGAS, NV 89119

Visit us online at www.gtg.legal

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

Mr. Nahabedian,

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

Erika

Erika Pike Turner

Partner

GARMAN | TURNER | GORDON

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

From: Raffi A Nahabedian <raffi@nahabedianlaw.com>
Sent: Friday, January 15, 2021 12:44 PM
To: Dylan Ciciliano <dciciliano@Gtg.legal>; 'Jason Maier' <jrm@mgalaw.com>; Erika Turner <eturner@Gtg.legal>; Max Erwin <MErwin@Gtg.legal>

RA0637

PLTF_390

RAN0171

Cc: 'Danielle Barraza' <djb@mgalaw.com>; 'Joseph Gutierrez' <jag@mgalaw.com>; 'Raffi A Nahabedian' <raffi@nahabedianlaw.com>
Subject: RE: Order Granting Plaintiff's Motion for Attorneys' Fees and Costs 4832-8615-5989 v.1.docx

Good afternoon.

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

Respectfully,
Raffi A Nahabedian

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

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

Dylan T. Ciciliano, Esq.

Attorney

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

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LAS VEGAS, NV 89119

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From: Jason Maier <jrm@mgalaw.com>
Sent: Friday, January 15, 2021 11:20 AM
To: Dylan Ciciliano <dciciliano@Gtg.legal>; Erika Turner <eturner@Gtg.legal>; Max Erwin <MErwin@Gtg.legal>; R. A. Nahabedian, Esq. <raffi@nahabedianlaw.com>
Cc: Danielle Barraza <djb@mgalaw.com>; Joseph Gutierrez <jag@mgalaw.com>
Subject: RE: Order Granting Plaintiff's Motion for Attorneys' Fees and Costs 4832-8615-5989 v.1.docx

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

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

RA0638
PLTF_391

RAN0172

From: Dylan Ciciliano <dciciliano@Gtg.legal>
Sent: Friday, January 15, 2021 10:02 AM
To: Danielle Barraza <djb@mgalaw.com>
Cc: Max Erwin <MErwin@Gtg.legal>; Jason Maier <jrm@mgalaw.com>; Joseph Gutierrez <jag@mgalaw.com>; Erika Turner <eturner@Gtg.legal>
Subject: RE: Order Granting Plaintiff's Motion for Attorneys' Fees and Costs 4832-8615-5989 v.1.docx

Good morning,

I will submit the order. Thank you.

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Dylan T. Ciciliano, Esq.

Attorney

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

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7251 AMIGO STREET, SUITE 210
LAS VEGAS, NV 89119

Visit us online at www.gtg.legal

From: Danielle Barraza <djb@mgalaw.com>
Sent: Friday, January 15, 2021 9:41 AM
To: Dylan Ciciliano <dciciliano@Gtg.legal>
Cc: Max Erwin <MErwin@Gtg.legal>; Jason Maier <jrm@mgalaw.com>; Joseph Gutierrez <jag@mgalaw.com>
Subject: RE: Order Granting Plaintiff's Motion for Attorneys' Fees and Costs 4832-8615-5989 v.1.docx

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

From: Dylan Ciciliano <dciciliano@Gtg.legal>
Sent: Thursday, January 14, 2021 3:56 PM

RA0639

PLTF_392

RAN0173

To: Danielle Barraza <djb@mgalaw.com>

Cc: Max Erwin <MErwin@Gtg.legal>

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

Following up on the below.

Dylan T. Ciciliano, Esq.

Attorney

Phone: 725 777 3000 | Fax: 725 777 3112

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7251 AMIGO STREET, SUITE 210
LAS VEGAS, NV 89119

Visit us online at www.gtg.legal

From: Dylan Ciciliano

Sent: Monday, January 11, 2021 5:31 PM

To: Danielle Barraza <djb@mgalaw.com>

Cc: Max Erwin <MErwin@Gtg.legal>

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

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

Dylan

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Raffi A Nahabedian

From: Jason Maier [jrm@mgalaw.com]
Sent: Tuesday, January 19, 2021 3:29 PM
To: Dylan Ciciliano; Erika Turner; Max Erwin; Raffi A Nahabedian
Cc: Danielle Barraza; Joseph Gutierrez
Subject: RE: Order Granting Plaintiff's Motion for Attorneys' Fees and Costs 4832-8615-5989 v.1.docx
Attachments: motion to enforce settlement and vacate post-judgment discovery proceedings.pdf
Importance: High

Counsel: Attached is a courtesy copy of the motion to enforce settlement submitted to chambers on OST.

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

From: Dylan Ciciliano <dciciliano@Gtg.legal>
Sent: Friday, January 15, 2021 1:09 PM
To: Jason Maier <jrm@mgalaw.com>; Raffi A Nahabedian <raffi@nahabedianlaw.com>; Erika Turner <eturner@Gtg.legal>; Max Erwin <MErwin@Gtg.legal>
Cc: Danielle Barraza <djb@mgalaw.com>; Joseph Gutierrez <jag@mgalaw.com>
Subject: RE: Order Granting Plaintiff's Motion for Attorneys' Fees and Costs 4832-8615-5989 v.1.docx

Counsel of record is accurately reflected in the Court's docket—Garman Turner Gordon. Thank you.

Dylan T. Ciciliano, Esq.

Attorney

Phone: 725 777 3000 | Fax: 725 777 3112

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7251 AMIGO STREET, SUITE 210
LAS VEGAS, NV 89119

Visit us online at www.gtg.legal

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

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

RA0641

PLTF_394

RAN0175

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

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

Good afternoon.

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Respectfully,
Raffi A Nahabedian

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Cc: Danielle Barraza; Joseph Gutierrez
Subject: RE: Order Granting Plaintiff's Motion for Attorneys' Fees and Costs 4832-8615-5989 v.1.docx

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Dylan T. Ciciliano, Esq.

Attorney

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

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

RA0642

PLTF_395

RAN0176

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

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

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

Jason R. Maier

MAIER GUTIERREZ & ASSOCIATES

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jrm@mgalaw.com | www.mgalaw.com

From: Dylan Ciciliano <dciciliano@Gtg.legal>

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

To: Danielle Barraza <djb@mgalaw.com>

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

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

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Dylan T. Ciciliano, Esq.

Attorney

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

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

To: Dylan Ciciliano <dciciliano@Gtg.legal>

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

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

RA0643

PLTF_396

RAN0177

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

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

Following up on the below.

Dylan T. Ciciliano, Esq.

Attorney

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

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

Dylan

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1 **MOT**

JASON R. MAIER, ESQ.

2 Nevada Bar No. 8557

JOSEPH A. GUTIERREZ, ESQ.

3 Nevada Bar No. 9046

DANIELLE J. BARRAZA, ESQ.

4 Nevada Bar No. 13822

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9 *Attorneys for Defendants First 100, LLC*

10 *and 1st One Hundred Holdings, LLC*

11
12 **DISTRICT COURT**

13 **CLARK COUNTY, NEVADA**

14 TGC FARKAS FUNDING, LLC,

15 Plaintiff,

16 vs.

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

20 Defendants.

Case No: A-20-822273-C

Dept. No.: XIII

**DEFENDANTS' MOTION TO ENFORCE
SETTLEMENT AGREEMENT AND
VACATE POST-JUDGMENT
DISCOVERY PROCEEDINGS ON *EX*
PARTE ORDER SHORTENING TIME**

[HEARING REQUESTED]

21 Defendants First 100, LLC and 1st One Hundred Holdings, LLC (collectively "First 100"), by
22 and through their attorneys of record, the law firm MAIER GUTIERREZ & ASSOCIATES, hereby submit
23 this motion to enforce settlement agreement and vacate post-judgment discovery proceedings on *ex*
24 *parte* order shortening time. This motion is based on the following Memorandum of Points and
25 Authorities, the affidavit of Jason R. Maier, Esq., filed with this motion, the exhibits attached hereto,
26 and any oral argument entertained at the hearing on the motion.

27 ///

28 ///

1 **AFFIDAVIT OF COUNSEL**

2 STATE OF NEVADA)
3) ss:
4 COUNTY OF CLARK)

5 Jason R. Maier, Esq., being first duly sworn, deposes and says:

6 1. I am a partner with the law firm of MAIER GUTIERREZ & ASSOCIATES, attorneys for
7 Plaintiff. I am knowledgeable of the facts contained herein and am competent to testify thereto.

8 2. I am over the age of 18 and I have personal knowledge of all matters set forth herein.
9 If called to do so, I would competently and truthfully testify to all matters set forth herein, except for
10 those matters stated to be based upon information and belief, and as to those matters I am informed
11 and believe them to be true.

12 3. I make this affidavit in support of defendants First 100 and 1st One Hundred Holdings'
13 ("First 100") motion to enforce settlement agreement and vacate post-judgment discovery proceedings
14 on *ex parte* order shortening time.

15 4. First 100 has been forced to file a motion to enforce settlement agreement in light of
16 conflicting information that First 100 has received following execution of the settlement agreement
17 regarding exactly who is representing TGC/Farkas Funding, LLC – its counsel of record Garman
18 Turner Gordon, or its apparent new counsel the Law Office of Raffi A. Nahabedian – and the
19 conflicting information that each has provided regarding a settlement agreement that Matthew Farkas
20 signed on behalf of TGC/Farkas Funding, LLC resolving this dispute.

21 5. On January 7, 2021, my office received a signed copy of the settlement agreement
22 executed by Matthew Farkas on behalf of plaintiff TGC/Farkas Funding, LLC and Jay Bloom on
23 behalf of defendants First 100, LLC and 1st One Hundred Holdings, LLC. See **Exhibit A**, Settlement
24 Agreement. My law firm did not have any involvement with the preparation or negotiation of the
25 settlement agreement, which was prepared and negotiated by the parties without counsel pursuant to
26 Cmt. 4 to Model Rule 4.2 ("Parties to a matter may communicate directly with each other.").

27 6. Upon receipt of the settlement agreement, my office believed that the parties had
28 resolved their differences themselves and that no further work would be necessary on post-judgment
discovery and proceedings.

RA0647

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1 7. Upon information and belief, Matthew Farkas is a member and manager of
2 TGC/Farkas Funding, LLC, with actual and/or apparent authority to bind TGC/Farkas Funding, LLC
3 and settle these claims. This is based on the Garman Turner Gordon engagement letter that
4 TGC/Farkas, Funding, LLC disclosed in the underlying dispute that went to arbitration, which Mr.
5 Farkas executed as a member of TGC/Farkas Funding, LLC and also interlineated a restriction of no
6 litigation against First 100. See **Exhibit B**, Garman Turner Gordon Engagement Letter With
7 Handwritten Preclusion of Litigation Against First 100. The TGC/Farkas Funding, LLC Operating
8 Agreement, also disclosed by TGC/Farkas Funding, LLC in the underlying arbitration matter, states
9 that Mr. Farkas is a 50% member of TGC/Farkas Funding, LLC, as well as the CEO of the company
10 with full authority to appoint and terminate agents and consultants of TGC/Farkas Funding, LLC. See
11 **Exhibit C**, Operating Agreement at Sections 3.1 and 4.5.

12 8. On January 14, 2021, my law firm received a copy of a letter from Raffi A.
13 Nahabedian, Esq. to Garman Turner Gordon, indicating that he had been retained as counsel for
14 TGC/Farkas Funding, LLC and that Garman Turner Gordon had been terminated as counsel,
15 following Mr. Farkas' growing concerns about Garman Turner Gordon exceeding the scope of its
16 authority set forth in the engagement letter that Mr. Farkas had signed on behalf of TGC/Farkas
17 Funding, LLC, which indicated that litigation against First 100 was prohibited.

18 9. On January 15, 2021, my office received correspondence from Dylan Ciciliano, Esq.
19 of Garman Turner Gordon indicating that there was no settlement and no substitution of counsel
20 regarding representation of TGC/Farkas Funding, LLC, which conflicts with the settlement agreement
21 that our office previously received.

22 10. This motion is now being filed to enforce the settlement agreement that was executed
23 by Matthew Farkas on behalf of TGC/Farkas Funding, LLC and Jay Bloom on behalf of First 100 and
24 1st One Hundred Holdings, in light of Garman Turner Gordon's subsequent representations that there
25 has been no settlement, which conflicts with the plain language of the settlement agreement.

26 11. Moreover, until this dispute is resolved, it does not make sense for First 100 to be
27 responding to post-judgment discovery, as one of the underlying purposes of settlement agreements
28 is providing assurances to the parties that the underlying matter will no longer be pursued, and forcing

RA0648

1 First 100 to further engage in post-judgment discovery would directly conflict with the terms of the
2 settlement agreement.

3 12. For the above reasons, as well as because there is a show cause hearing presently
4 scheduled for January 21, 2021, I respectfully request that this motion be heard on an order shortening
5 time. If this motion cannot be heard prior to January 21, 2021, I respectfully request that the show
6 cause hearing scheduled for January 21, 2021, be continued until after the Court has an opportunity
7 to hear this motion to enforce settlement agreement.

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ENTIRE DOC

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RAN0183

Raffi A Nahabedian

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

Raffi,

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

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

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

Dylan T. Ciciliano, Esq.

Attorney

Phone: 725 777 3000 | Fax: 725 777 3112

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

Visit us online at www.gtg.legal

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

Good evening.

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

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

RA0650

PLTF_403

RAN0184

Respectfully,
Raffi A Nahabedian

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

Mr. Nahabedian,

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

Thank you,

Dylan T. Ciciliano, Esq.

Attorney

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

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

Mr. Nahabedian,

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

Erika

Erika Pike Turner

Partner

GARMAN | TURNER | GORDON

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