

**IN THE SUPREME COURT OF THE STATE OF NEVADA**

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

v.

TGC/FARKAS FUNDING, LLC, Respondent.

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Elizabeth A. Brown  
Clerk of Supreme Court

Supreme Court No. 83177

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

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

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ERIKA PIKE TURNER  
NVBN 6454  
DYLAN T. CICILIANO  
NVBN 12348  
7251 Amigo Street, Suite 210  
Las Vegas, Nevada 89119  
Tel: (725) 777-3000  
Fax: (725) 777-3112  
*Attorneys for Respondent  
TGC/Farkas Funding, LLC*

## **CHRONOLOGICAL INDEX OF RESPONDENT'S APPENDIX**

<b>Date</b>	<b>Description</b>	<b>Bates No.</b>	<b>Vol.</b>
12/12/2012	Exhibit 07, First Amended Operating Agreement of First 100, LLC (PLTF_032 - 059), admitted on 3/3/2021	SA0001 - 0028	I
10/21/2013	Exhibit 20, TGC Farkas Funding LLC Agreement (PLTF_150 - 172), admitted on 3/10/2021	SA0029 - 0051	I
12/4/2013	Exhibit 08, 1st One Hundred Holdings, LLC Operating Agreement (PLTF_060 – 090), admitted on 3/3/2021	SA0052 - 0082	I
4/18/2017	Exhibit 21, Email to First 100 (PLTF_173 - 178), admitted on 3/3/2021	SA0083 - 0088	I
5/2/2017	Exhibit 01, Demand for Production from TGC Farkas Funding, LLC (PLTF_001 – 004), admitted on 3/3/2021	SA0089 - 0092	I
7/13/2017	Exhibit 22, Letter to Joseph Gutierrez, Esq. (PLTF_179 - 195), admitted on 3/3/2021	SA0093 - 0109	I
9/9/2019	Exhibit 26, First 100, LLC Secretary of State Entity Detail (PLTF_212 – 228), admitted on 3/10/2021	SA0110 - 0126	I
10/29/2019	Exhibit 27, 1st One Hundred Holdings, LLC Secretary of State Entity Detail (PLTF_229 – 239), admitted on 3/10/2021	SA0127 - 0137	I
8/1/2020	Exhibit 23, TGC Farkas Funding, LLC Amendment to Operating Agreement (PLTF_196 - 202), admitted on 3/3/2021	SA0138 - 0144	I

<b>Date</b>	<b>Description</b>	<b>Bates No.</b>	<b>Vol.</b>
9/15/2020	Exhibit 02, Arbitration Award (PLTF_005 - 010), admitted on 3/10/2021	SA0145 - 0150	I
12/30/2020	Declaration of Service to Jay Bloom of Notice of Entry of Order Granting Plaintiff's Ex-Parte Application for Order to Show Cause Why Defendants and Jay Bloom Should Not Be Held in Contempt of Court	SA0151	I
1/5/2021	Declaration of Service to Jay Bloom of Subpoena Duces Tecum served upon Maier Gutierrez and Associates	SA0152	I
1/6/2021	Exhibit 13, Settlement Agreement (PLTF_106 – 108), admitted on 3/10/2021	SA0153 - 0155	I
1/14/2021	Exhibit 11, Correspondence from Raffi Nahabedian, Esq. re Substitution of Counsel (PLTF_096 – 101), admitted on 3/3/2021	SA0156 - 0161	I
1/15/2021	Exhibit 25, Email from Dylan Ciciliano to Raffi Nahabedian (PLTF_209 – 211), admitted on 3/3/2021	SA0162 - 0164	I
1/23/2021	Exhibit FF, Declaration of Matthew Farkas (FIRST0506-0509), admitted on 3/3/2021	SA0165 - 0168	I
1/24/2021	Exhibit 17, Email from Jay Bloom to Matthew Farkas re Matthew Farkas Affidavit (PLTF_123 - 128), admitted on 3/10/2021	SA0169 - 0174	I

<b>Date</b>	<b>Description</b>	<b>Bates No.</b>	<b>Vol.</b>
1/26/2021	Appendix of Exhibits to Opposition to Defendants' Motion to Enforce Settlement and Vacate Post-Judgment Discovery proceedings; and Countermotion 1) To Strike the Affidavit of Jason Maier, and 2) For Sanctions	SA0175 - 0397	II
2/22/2021	Plaintiff's Motion to Compel and For Sanctions; And Application for Ex-Parte Order Shortening Time	SA0398 - 0526	III
3/3/2021	Exhibit 30, Nahabedian Call Log (PLTF_569), admitted on 3/10/2021	SA0527	III
3/3/2021	Exhibit 28, Nahabedian Emails (PLTF_240 - 567), admitted on 3/3/2021	SA0528 - 1018	III,IV,V
3/3/2021	Exhibit 29, Nahabedian Texts with Bloom (PLTF_568), admitted on 3/10/2021	SA1019	V
3/11/2021	Order Granting Plaintiff's Motion to Compel and Denying Countermotion for Protective Order and Sanctions Pursuant to NRS 18.010(2)(b)	SA1020 - 1026	V
6/2/2021	Minute Order regarding attorneys' fees and costs	SA1027	V
8/6/2021	Defendants' Status Report on Compliance with the Court's Orders	SA1028 - 1059	V
8/9/2021	Court Minutes - Status Check	SA1060	V
9/15/2021	Appellants Opening Brief Nevada Supreme Court Case No. 82794	SA1061 - 1105	V

**ALPHABETICAL INDEX OF RESPONDENT'S APPENDIX**

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9/15/2021	Appellants Opening Brief Nevada Supreme Court Case No. 82794	SA1061 - 1105	V
1/26/2021	Appendix of Exhibits to Opposition to Defendants' Motion to Enforce Settlement and Vacate Post-Judgment Discovery proceedings; and Countermotion 1) To Strike the Affidavit of Jason Maier, and 2) For Sanction	SA0175 - 0397	II
8/9/2021	Court Minutes - Status Check	SA1060	V
12/30/2020	Declaration of Service to Jay Bloom of Notice of Entry of Order Granting Plaintiff's Ex- Parte Application for Order to Show Cause Why Defendants and Jay Bloom Should Not Be Held in Contempt of Court	SA0151	I
1/5/2021	Declaration of Service to Jay Bloom of Subpoena Duces Tecum served upon Maier Gutierrez and Associates	SA0152	I
8/6/2021	Defendants' Status Report on Compliance with the Court's Orders	SA1028 - 1059	V
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2/22/2021	Plaintiff's Motion to Compel and For Sanctions; And Application for Ex-Parte Order Shortening Time	SA0398 - 0526	III

## **CERTIFICATE OF SERVICE**

I hereby certify that the foregoing **RESPONDENT’S APPENDIX IN SUPPORT OF RESPONDENT’S ANSWERING BRIEF VOLUME III of V** was filed electronically with the Nevada Supreme Court on January 3, 2022. Electronic Service of the foregoing document shall be made in accordance with the Master Service List as follows:

**MAIER GUTIERREZ & ASSOCIATES**

JASON R. MAIER

Nevada Bar No. 8557

Email: jrm@mglaw.com

Joseph A. Gutierrez

Nevada Bar No. 9046

Email: jag@mgalaw.com

Danielle J. Barraza

Nevada Bar No. 13822

Email: djb@mgalaw.com

8816 Spanish Ridge Avenue

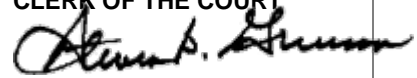
Las Vegas, Nevada 89148

*Attorneys for Appellants*

BY: /s/ Max Erwin

an employee of Garman Turner Gordon LLP





**MCOM**

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

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

TGC/FARKAS FUNDING, LLC,  
  
Plaintiff/Judgment Creditor,

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

vs.

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

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

**(HEARING REQUESTED)**

Defendants/Judgment Debtors.

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

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

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

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

14 **ORDER SHORTENING TIME**

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

18 DATED this 22nd day of February, 2021.

19  
20   
21 \_\_\_\_\_  
DISTRICT COURT JUDGE

22 Prepared and submitted by:  
23 GARMAN TURNER GORDON LLP

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

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

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

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

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

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

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

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

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

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

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

28

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

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

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

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

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

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

7 Executed this 19<sup>th</sup> day of February, 2021.

8  
9 /s/ Erika Pike Turner

10 ERIKA PIKE TURNER

11 **MEMORANDUM OF POINTS AND AUTHORITIES**

12 **I.**

13 **INTRODUCTION**

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

23 **II.**

24 **STATEMENT OF RELEVANT FACTS**

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

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

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

11 2. The reason for the September 17, 2020 amendment was that Farkas found himself  
12 conflicted as a result of his familial relationship with Bloom, the manager of First 100.<sup>6</sup> After  
13 signing the amendment, Farkas “informed Mr. Bloom that [he] no longer had *any role* in the  
14 management of [TGC Farkas].”<sup>7</sup>

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

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

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

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

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

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

26 <sup>7</sup> *Id.* at ¶ 8.

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

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

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

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

22 <sup>9</sup> Exh. 7, ¶¶ 12-13.

23 <sup>10</sup> Exh. 7, at ¶¶ 13-19.

24 <sup>11</sup> *Id.* at ¶¶ 9-11 and 16.

25 <sup>12</sup> *Id.*

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

27 <sup>14</sup> Exh. 2, 55:17-56:17.

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



1           6.       The settlement agreement is dated January 6, 2021.<sup>16</sup> Nahabedian was purportedly  
2 retained by Farkas pursuant to a retention agreement dated the next day for the limited purpose of  
3 substituting as counsel for TGC Farkas and dismissing the Judgment (along with the underlying  
4 Arbitration Award, with prejudice, according to the settlement agreement).<sup>17</sup>

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

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

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

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

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

25 <sup>18</sup> See, e.g., NRPC 1.4 and 1.13 (there was no explanation of matters to TGC Farkas as necessary  
26 to permit informed decisions by persons with authority to bind TGC Farkas); NRPC 1.7  
(representing TGC Farkas despite concurrent conflicts of interest and no informed consent); NRPC  
27 1.8(h) (obtaining a purported release of prospective liability without TGC Farkas obtaining the  
28 benefit of independent counsel); NRPC 2.1 (in purporting to represent TGC Farkas, he had an  
obligation to exercise independent professional judgment and render candid advice).

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

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

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

11 10. Nahabedian is Bloom's current personal counsel. In fact, Nahabedian represents  
12 Bloom before this very Court. *See Nevada Speedway LLC v. Bloom*, Case No. A-20-809882-B  
13 (Judge Denton presiding, Feb. 2, 2020), albeit it is an unrelated matter. Further, as set forth in the  
14 list of actions filed in the state and federal courts located in Clark County, Nevada attached as  
15 **Exhibit 10** hereto, most of Nahabedian's cases (where he has made an appearance) over the last  
16 10 years involve his representation of First 100, its derivative entities, or Bloom.<sup>21</sup> To add, MGA  
17 is personal counsel for Nahabedian<sup>22</sup> and Nahabedian regularly uses the MGA offices for  
18 depositions, etc. and is co-counsel with the MGA firm.<sup>23</sup> Under these circumstances, Nahabedian  
19 was clearly conflicted under NRPC 1.7 (as a result of his current client relationship, former client  
20 relationship and personal interests) when he agreed to take on the representation of TGC Farkas

21 \_\_\_\_\_  
22 <sup>20</sup> *Id.* (Bloom admits by January 11, 2021, he had possession of the Amendment to the TGC Farkas  
Operating Agreement).

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

27 <sup>22</sup> Exhibit 2 hereto, 14: 3-12.

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

adverse to First 100 and Bloom.<sup>24</sup>

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

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

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

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

<sup>25</sup> Exh. 2 hereto, 39: 10-17.

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

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

- 1 b. In response to a question regarding whether there were communications with  
2 Bloom in the form of text messages since December 18, 2020, Nahabedian  
3 responded “those communications between me and Mr. Bloom would fall under  
4 the umbrella of the attorney/client privilege.”<sup>28</sup> The question was then limited to  
5 communications via text since December 18, 2020 “that relate to TGC Farkas.”<sup>29</sup>  
6 Still, Nahabedian refused to testify regarding the existence, let alone the substance,  
7 of the communications with Bloom relating to TGC Farkas.<sup>30</sup>
- 8 c. In response to a question regarding how Nahabedian received the letter purporting  
9 to terminate GTG, Nahabedian acknowledged that there may have been some  
10 exchange that included Bloom.<sup>31</sup> Nahabedian separately acknowledged he  
11 received documents from Bloom since December 18, 2020.<sup>32</sup> But, when asked  
12 what documents Bloom provided to Nahabedian, Nahabedian refused to answer  
13 and Gutierrez joined asserting an attorney/client privilege with an instruction not to  
14 answer, even when the question was limited to those documents related to TGC  
15 Farkas.<sup>33</sup>
- 16 d. In response to a request for communications with MGA, Nahabedian  
17 acknowledged that there may have been communications regarding TGC Farkas.<sup>34</sup>  
18 However, Nahabedian refused to disclose the communications with MGA as  
19 Bloom would have been an additional party.<sup>35</sup> Nahabedian would not even testify  
20 regarding the January 9, 2021 phone conference disclosed by Bloom in his  
21

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22 <sup>28</sup> *Id.* at 25:7- 28:20.

23 <sup>29</sup> *Id.* at 27:19-28:20.

24 <sup>30</sup> *Id.*

25 <sup>31</sup> *Id.* at 37:16-25.

26 <sup>32</sup> *Id.* at 44:23-25.

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

<sup>34</sup> Exh. 2, 48:6-51-3.

<sup>35</sup> *Id.* at 49:17-50-15.

1 declaration as involving Nahabedian, Gutierrez, Bloom and Farkas.<sup>36</sup>

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

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

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

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

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

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

25 <sup>37</sup> Id. at 53:6-12.

26 <sup>38</sup> Exh. 2, 81:25-84:16, 85:22- 86:22.

27 <sup>39</sup> Id. at 96:20-24.

28 <sup>40</sup> Arbitration Award, at pp. 2-3.

<sup>41</sup> Id. at p. 2 (emphasis added).

<sup>42</sup> Id. at p. 5.

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

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

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

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

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

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

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

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

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

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

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

### 11 III.

#### 12 LEGAL ARGUMENT

##### 13 A. The subject communications are not privileged.

##### 14 1. The Attorney-Client Privilege is Narrow.

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

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

26  
27 <sup>47</sup> Exh. 2 hereto, 71:19- 73:11.

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

1 representation.

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

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

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

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



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

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

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

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

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

26 Under the at-issue doctrine, "a party waives his privilege [if one exists] if he affirmatively  
27 pleads a claim or defense that places at issue the subject matter of privileged material over which  
28

1 he has control.” *Wardleigh*, 111 Nev. at 354, 891 P.2d at 1186. “Therefore, at-issue waiver occurs  
2 when the holder of the privilege pleads a claim or defense in such a way that eventually he or she  
3 will be forced to draw upon the privileged communication at trial in order to prevail, and such a  
4 waiver does not violate the policies underlying the privilege.” *Id.* at 356, 891 P.2d at 1187; *Wynn*  
5 *Resorts, Ltd.*, 399 P.3d at 345.

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

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

21 To that point, any claimed attorney-client privilege may be destroyed when “the lawyer’s  
22 communication is meant to facilitate future wrongdoing by the client [Bloom].” *Haines v. Liggett*  
23 *Group Inc.*, 975 F.2d 81, 90 (3d Cir. 1992); *U.S. v. Zolin*, 491 U.S. 554, 562-63 (1989). For the  
24 crime-fraud exception to apply, “the advice must relate to the future illicit conduct by the client; it  
25 is . . . the advice that leads to the deed.” *Id.* Fraud upon the court is sufficient to satisfy the crime-  
26 fraud exception to attorney-client privilege. NRS 49.115(1); *Lewis v. Delta Air Lines, Inc.*, 2015  
27 WL 9460124 (D. Nev. 2015) (extensively discussing whether a broader or narrower crime-fraud  
28

1 exception applies and concluding that fraud upon the court satisfies the exception); *In re St.*  
2 *Johnsbury Trucking Co., Inc.*, 184 B.R. (Bankr. D. Vt. 1995); *see also In re Napster Copyright*  
3 *Litigation*, 479 F.3d 1078, 1096-98 (9th Cir. 2007).

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

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

28

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

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

#### 14 IV.

#### 15 SANCTIONS ARE AWARDABLE.

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

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

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

27 Sanctions are also awardable under NRCP 37 for failure to provide discovery. If the discovery  
28

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

6 V.

7 **CONCLUSION**

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

20 DATED this 19<sup>th</sup> day of February, 2021.

21 GARMAN TURNER GORDON LLP

22 /s/ Erika Pike Turner

23 ERIKA PIKE TURNER

24 Nevada Bar No. 6454

25 DYLAN T. CICILIANO

26 Nevada Bar. No. 12348

27 7251 Amigo Street, Suite 210

28 Tel: (725) 777-3000

Fax: (725) 777-3112

*Attorneys for Plaintiff/Judgment Creditor*

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**CERTIFICATE OF SERVICE**

The undersigned, hereby certifies that on the 19<sup>th</sup> day of February, 2021, he served a copy of the **MOTION TO COMPEL AND FOR SANCTIONS; AND APPLICATION FOR EX-PARTE ORDER SHORTENING TIME**, by electronic service in accordance with Administrative Order 14.2, to all interested parties, through the Court's Odyssey E-File & Serve system addressed to:

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

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

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

/s/ Max Erwin

An Employee of  
GARMAN TURNER GORDON LLP

# Exhibit 1

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

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

9 TGC/FARKAS FUNDING, LLC,

10 Plaintiff,

11 vs.

12 FIRST 100, LLC, a Nevada Limited Liability  
13 Company; FIRST ONE HUNDRED  
HOLDINGS, LLC, a Nevada limited liability  
14 company aka 1<sup>st</sup> ONE HUNDRED HOLDINGS  
LLC, a Nevada Limited Liability Company,

15 Defendants.

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

**NOTICE OF INTENT TO ISSUE  
SUBPOENAS**

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

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

21 DATED this 29<sup>th</sup> day of January, 2021.

22 GARMAN TURNER GORDON LLP

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



**CERTIFICATE OF SERVICE**

The undersigned, hereby certifies that on the 29<sup>th</sup> day of January, 2021, he served a copy of the **NOTICE OF INTENT TO ISSUE OF SUBPOENAS**, by electronic service in accordance with Administrative Order 14.2, to all interested parties, through the Court's Odyssey E-File &

Serve system addressed to:

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

/s/ Max Erwin

An Employee of  
GARMAN TURNER GORDON LLP

# Exhibit 1

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

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

TGC/FARKAS FUNDING, LLC,  
Plaintiff,

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

vs.

**SUBPOENA – CIVIL**

FIRST 100, LLC, a Nevada Limited Liability  
Company; FIRST ONE HUNDRED  
HOLDINGS, LLC, a Nevada limited liability  
company aka 1<sup>st</sup> ONE HUNDRED HOLDINGS  
LLC, a Nevada Limited Liability Company,  
Defendants.

  X   Regular        Duces Tecum

**THE STATE OF NEVADA SENDS GREETINGS TO:**

**RAFFI NAHABEDIAN**

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

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

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

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

6 DATED this 29<sup>th</sup> day of January, 2021.

7 GARMAN TURNER GORDON LLP

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

NEVADA RULES OF CIVIL PROCEDURE

**Rule 45**

(c) Protection of Persons Subject to Subpoena.

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

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required.

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

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

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

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

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

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

(3) Quashing or Modifying a Subpoena.

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

(i) fails to allow reasonable time for compliance;

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

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

(iv) subjects a person to an undue burden.

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

may quash or modify the subpoena if it requires disclosing:

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

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

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

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

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

(d) Duties in Responding to a Subpoena.

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

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

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

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

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

(2) Claiming Privilege or Protection.

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

(i) expressly make the claim; and

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

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

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

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

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# Exhibit 2



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

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

TGC/FARKAS FUNDING, LLC,  
Plaintiff,

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

vs.

**SUBPOENA – CIVIL**

FIRST 100, LLC, a Nevada Limited Liability  
Company; FIRST ONE HUNDRED  
HOLDINGS, LLC, a Nevada limited liability  
company aka 1<sup>st</sup> ONE HUNDRED HOLDINGS  
LLC, a Nevada Limited Liability Company,  
Defendants.

  X   Regular        Duces Tecum

**THE STATE OF NEVADA SENDS GREETINGS TO:**

**JAY BLOOM**

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

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

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

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

5 DATED this 29<sup>th</sup> day of January, 2021.

6 GARMAN TURNER GORDON LLP

7 /s/ Dylan T. Ciciliano

8 ERIKA PIKE TURNER

9 Nevada Bar No. 6454

10 DYLAN T. CICILIANO

11 Nevada Bar. No. 12348

12 7251 Amigo Street, Suite 210

13 Tel: (725) 777-3000/Fax: (725) 777-3112

14 *Attorneys for Plaintiff*

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EXHIBIT "A"

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(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required.

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

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

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

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

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

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

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

(i) fails to allow reasonable time for compliance;

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

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

(iv) subjects a person to an undue burden.

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

may quash or modify the subpoena if it requires disclosing:

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

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

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

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

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

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

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

(i) expressly make the claim; and

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

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

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

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

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# Exhibit 2

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

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

MR. LARSEN: Bart Larsen for Raffi Nahabedian.

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

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

And, Kim, can you hear everybody?

THE STENOGRAPHER: So far.

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

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

THE WITNESS: I think the way it would work

Sample footer

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

3 BY MS. TURNER:

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

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

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

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

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

18 MR. GUTIERREZ: Objection. Relevance.

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

Sample footer



1 Q. And Joseph Gutierrez?

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

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

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

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

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

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

23 MS. TURNER: Dylan --

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

Sample footer

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

6 And Mr. Flatto and Michael Busch.

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

9 THE WITNESS: And then Mr. Ciciliano.

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

12 THE WITNESS: I have.

13 (Exhibit 1 was marked.)  
14

15 BY MS. TURNER:

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

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

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

Sample footer

1 get a chance to finish.

2 BY MS. TURNER:

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

7 MR. GUTIERREZ: Same objection. Compound.

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

13 BY MS. TURNER:

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

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

Sample footer

1 Q. Which one?

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

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

15 A. Yes.

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

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

Sample footer

1 the time.

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

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

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

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

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

14 BY MS. TURNER:

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

17 A. The representative of Kal-Mor.

18 Q. And who is that?

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

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

Sample footer

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

6           Q.    Did you receive a text message?

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

8           Q.    Okay.

9           A.    I'm sounding it out.

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

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

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

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

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

24          A.    Where is that?

25          Q.    I'm asking you.

Sample footer

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

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

5 THE WITNESS: Go on.

6 BY MS. TURNER:

7 Q. Have you ever texted Jay Bloom?

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

10 Q. Is your answer "no?"

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

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

20 A. Maybe.

21 Q. Do you retain your text messages?

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

Sample footer

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

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

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

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

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

17 Q. Under what basis?

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

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

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

Sample footer



1 raise the objection as well since he represents them.

2 Q. Sir, my question is --

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

12 BY MS. TURNER:

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

18 A. Perhaps, yes.

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

23 A. That I don't know.

24 Q. Do you have your phone with you?

25 A. Do I have my phone with me?

Sample footer

1 Q. Yes.

2 A. I do have my phone with me.

3 Q. All right. Can you look?

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

6 Q. Yes.

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

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

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

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

Sample footer

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

3 MS. TURNER: Because you interrupted me.

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

5 MS. TURNER: You interrupted me, sir.

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

9 MS. TURNER: Are you done?

10 THE WITNESS: What's your question?

11 MS. TURNER: Are you done?

12 THE WITNESS: Are you?

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

14 THE WITNESS: Ask your question.

15 BY MS. TURNER:

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

18 A. I couldn't tell you.

19 Q. Who gave it to you?

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

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

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

Sample footer

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

2 THE WITNESS: Thank you so much.

3 (Whereupon, a recess was taken.)

4 BY MS. TURNER:

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

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

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

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

10 MS. TURNER: Is that Bart Larsen.

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

13 BY MS. TURNER:

14 Q. And are you at your home office?

15 A. No, I'm not.

16 Q. Where are you?

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

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

20 BY MS. TURNER:

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

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

25 Q. Which past or current client?

Sample footer

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

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

9   BY MS. TURNER:

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

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

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

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

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

23          A.    I have.

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

Sample footer

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

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

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

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

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

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

22 Q. I'm asking you your position?

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

Sample footer

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

13 Q. Sir, I'm --

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

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

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

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

20 A. I answered it.

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

23 A. I answered it.

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

Sample footer

1 been so instructed by the state bar.

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

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

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

22 A. I don't believe so.

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

25 A. I have received documents.

Sample footer



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

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

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

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

11 BY MS. TURNER:

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

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

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

Sample footer

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

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

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

18 A. I believe so, yes.

19 Q. Email from whom?

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

22 Q. On group email involving whom?

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

Sample footer

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

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

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

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

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

Sample footer

1 Q. My firm?

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

4 Q. Regarding what?

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

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

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

Sample footer

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

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

10 MR. GUTIERREZ: Objection. Form.

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

16 BY MS. TURNER:

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

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

23 Q. As it relates to this matter.

24 A. Independent -- no.

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

Sample footer

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

3 A. Correct.

4 Q. Have you represented Matthew Farkas  
5 previously?

6 A. No.

7 Q. How were you introduced to Matthew Farkas?

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

10 Q. When?

11 A. Early January.

12 Q. Do you recall specifically when in January?

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

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

18 A. No.

19 Q. It was over the phone?

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

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

25 A. I will not describe any recollection because

Sample footer

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

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

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

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

Sample footer

1           A.    In this case, no.

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

5           A.    I did not engage in joint representation.

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

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

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

17 BY MS. TURNER:

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

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

Sample footer



1 representation agreement and received that in return?

2 A. Possibly.

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

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

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

16 BY MS. TURNER:

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

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

Sample footer

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

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

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

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

20 THE WITNESS: Is this Exhibit 3?

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

24 BY MS. TURNER:

25 Q. If you could look at the email.

Sample footer

1   behalf of TGC/Farkas Funding, LLC?

2           MR. GUTIERREZ:  Objection.

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

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

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

10          (multiple cross-talking)

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

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

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

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

Sample footer

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

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

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

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

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

Sample footer

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

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

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

19 BY MS. TURNER:

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

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

Sample footer

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

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

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

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

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

Sample footer

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

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

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

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

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

Sample footer

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

8 BY MS. TURNER:

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

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

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

Sample footer



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

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

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

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

25           MR. GUTIERREZ: Objection. Mischaracterizes

Sample footer

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

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

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

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

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

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

Sample footer

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

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

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

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

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

Sample footer

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

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

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

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

25 MS. TURNER: Mr. Gutierrez, are you

Sample footer

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

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

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

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

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

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

Sample footer

1 That's what I'm saying.

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

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

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

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

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

24 BY MS. TURNER:

25 Q. Okay. If Jay Bloom testified about the

Sample footer

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

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

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

9 (Exhibit 3 was marked.)

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

14 Dylan, if we can go to paragraph 19.

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

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

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

24 THE STENOGRAPHER: By me.

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

Sample footer

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

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

5 THE WITNESS: For microphone purpose only?

6 THE STENOGRAPHER: My, my purposes.

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

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

20 THE STENOGRAPHER: Yes.

21 BY MS. TURNER:

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

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

Sample footer



1 other portions of this.

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

9 Do you see that?

10 A. I do see that.

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

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

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

Sample footer

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

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

8                   Do you see that?

9           A.    I do.

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

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

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

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

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

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

Sample footer

1 in the settlement agreement.

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

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

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

17 THE WITNESS: Sorry about that, Joe.

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

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

22 THE WITNESS: She's not?

23 MS. TURNER: No.

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

Sample footer

# Exhibit 3

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

Counsel,

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

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

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

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

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

**Erika Pike Turner**

Partner

GARMAN | TURNER | GORDON

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

7251 AMIGO STREET, SUITE 210  
LAS VEGAS, NV 89119

[www.gtg.legal](http://www.gtg.legal)

# Exhibit 4

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DISTRICT COURT  
CLARK COUNTY, NEVADA

\* \* \* \* \*

TGC/FARKAS FUNDING, LLC,  
Plaintiff,

vs.

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

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

Defendants.

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REMOTE VIDEOCONFERENCE MEETING BETWEEN COUNSEL

Taken on February 15, 2021

At 10:00 a.m.

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

Sample footer



1 APPEARANCES (via Zoom)

2  
3  
4 For the Plaintiff:

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

10  
11 For the Defendants:

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

Sample footer

1 don't have to respond to 1.

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

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

Sample footer

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

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

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

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

23 MS. TURNER: That's right.

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

Sample footer

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

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

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

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

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

Sample footer

# Exhibit 5

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

Bart,

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

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

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

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

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

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

Erika

**Erika Pike Turner**

Partner

GARMAN | TURNER | GORDON

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

7251 AMIGO STREET, SUITE 210  
LAS VEGAS, NV 89119

[www.gtg.legal](http://www.gtg.legal)

# Exhibit 6



---

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

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

**Erika Pike Turner**

Partner

GARMAN | TURNER | GORDON

P 725 777 3000 | D 725 244 4573  
E [eturner@gtg.legal](mailto:eturner@gtg.legal)

---

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

I'll call you then.

**Erika Pike Turner**

Partner

GARMAN | TURNER | GORDON

P 725 777 3000 | D 725 244 4573  
E [eturner@gtg.legal](mailto:eturner@gtg.legal)

---

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

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

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

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

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---

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

Bart,

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

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

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

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

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

Erika

**Erika Pike Turner**

Partner

GARMAN | TURNER | GORDON

P 725 777 3000 | D 725 244 4573  
[eturner@gtg.legal](mailto:eturner@gtg.legal)

7251 AMIGO STREET, SUITE 210  
LAS VEGAS, NV 89119

[www.gtg.legal](http://www.gtg.legal)

# Exhibit 7

**DECL**

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

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

TGC/FARKAS FUNDING, LLC,  
  
Plaintiff,

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

vs.

**DECLARATION OF MATTHEW  
FARKAS**

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

Defendants.

I, MATTHEW FARKAS, declare as follows:

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

2. I am also a former employee of Defendants/Judgment Debtors First 100, LLC and 1<sup>st</sup> One Hundred Holdings, LLC (collectively, "Defendants"). I have not worked in any capacity on behalf of Defendants since 201<sup>6 MF</sup><sub>1</sub>, I have no documents for Defendants or any other information regarding Defendants other than what I have learned from Jay Bloom, my brother-in-law and manager of Defendants.

///

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


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

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

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

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

22 Executed this 23rd day of January, 2021.

23  
24   
/s/ Matthew Farkas, Declarant

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



# Exhibit 8

*Raffi A. Nahabedian, Esq.*  
*The Law Office of Raffi A. Nahabedian*  
*7408 Doe Avenue*  
*Las Vegas, NV 89117*  
*(702) 379-9995 or (702) 222-1496(Fax)*

*Member State Bar of California*

*Member State Bar of Nevada*

January 14, 2021

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

Re: *TGC/Farkas Funding, LLC v. First 100, LLC et al/ A-20-822273-C*

Dear Ms. Pike Turner:

Please be advised that the Law Office of Raffi A. Nahabedian has been retained as counsel by TGC/Farkas Funding, LLC with respect to the above-referenced matter (hereinafter referred to as the "TGC/Farkas v. First 100 Matter"). Enclosed herein is a termination letter addressed to your firm ("Termination Letter") that Mr. Matthew Farkas prepared and executed on behalf of TGC/Farkas Funding, LLC, and provided me in regards to my retention.

Pursuant to the TGC/Farkas Funding, LLC Operating Agreement, which specifically states that Mr. Farkas serves as both the Administrative Member and Manager, Mr. Farkas has full authority to retain and terminate legal representation for the company in his Manager capacity. For the reasons stated below and in the Termination Letter, Mr. Farkas has elected to exercise that authority.

Mr. Farkas has had growing concerns about Garman Turner Gordon's ("GTG") representation of TGC/Farkas Funding, LLC. Notably, in GTG's engagement letter that Mr. Farkas signed on behalf of TGC/Farkas Funding, LLC, Mr. Farkas included a handwritten preclusion of litigation against First 100 to make clear that litigation against was prohibited, yet somehow litigation was commenced anyway and without Mr. Farkas' written approval of the same (or a written revocation by Mr. Farkas of his instruction). Beyond that, Mr. Farkas also learned that GTG pursued aggressive judgment collection tactics against First 100, which was never discussed with or approved of beforehand by Mr. Farkas. Indeed, Mr. Farkas is not only concerned that GTG exceeded the scope of the agreed-upon engagement through its ongoing litigation and collection efforts against

First 100, but he is now at risk of a potential claim against him by First 100 for breach of fiduciary duty as Mr. Farkas is still an officer of First 100.

We expect that GTG will take no further action on behalf of TGC/Farkas Funding, LLC in the TGC/Farkas v. First 100 Matter and, to the extent necessary, a formal written demand is hereby made that GTG cease all legal work on the same. To be clear, Mr. Farkas does not consent to GTG engaging in any further litigation or collection activities whatsoever against First 100, and TGC/Farkas Funding, LLC does not consent to GTG attempting to represent TGC/Farkas Funding, LLC now that the representation has been terminated by way of the enclosed Termination Letter.

Enclosed is a substitution of counsel for Garman Turner Gordon to execute immediately so as to ensure a smooth transition. In an effort to mitigate damages, Mr. Farkas has resolved the TGC/Farkas v. First 100, LLC Matter on behalf of TGC/Farkas and a courtesy copy of the fully executed settlement agreement is also enclosed herein.

Your prompt attention to this matter is requested and I look forward to receiving your signature on the enclosed substitution of counsel (already executed by TGC/Farkas Funding, LLC) as soon as possible to prevent any unnecessary delay.

Sincerely,



Raffi A. Nahabedian, Esq.

cc: Client (via email)

Matthew Farkas  
3345 Birchwood Park Circle  
Las Vegas, NV 89141

January 6, 2021

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

SA0505

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 1<sup>st</sup> 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 4<sup>th</sup> day of January, 2021.

LAW OFFICE OF RAFFI A. NAHABEDIAN

27 By: 

Raffi A. Nahabedian, Esq.  
Attorneys Plaintiff

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

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

3 Dated this \_\_\_\_ day of January, 2021. TGC/FARKAS FUNDING, LLC

4 By:   
5 Matthew Farkas, Member/Manager

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

8 Dated this \_\_\_\_ day of January, 2021. GARMAN TURNER GORDON LLP

9 By: \_\_\_\_\_  
10 Erika Pike Turner, Esq.

RAFFI A. NAHABEDIAN

7408 Doe Avenue

Las Vegas, Nevada 89117

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

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on the \_\_\_\_\_ day of January 2021, service of the foregoing Substitution of Counsel was made this date by electronically serving, through Clark County e-file system, a true and correct copy of the same, to the following parties:

Joseph A. Gutierrez, Esq.  
Danielle J. Barraza, Esq.  
MAIER GUTIERRES & ASSOC.  
8816 Spanish Ridge Ave.  
Las Vegas, NV 89148  
Attorneys for Defendants

Erika Pike Turner, Esq.  
Dylan T. Ciciliano, Esq.  
GARMAN TURNER GORDON LLP  
7251 Amigo St., Suite 210  
Las Vegas, NV 89119

/s/ Raffi A. Nahabedian, Esq.

An employee of Raffi A. Nahabedian

# Exhibit 9



*Raffi A. Nahabedian, Esq.*  
*The Law Office of Raffi A. Nahabedian*  
*7408 Doe Avenue*  
*Las Vegas, NV 89117*  
*(702) 379-9995 or (702) 222-1496(Fax)*

*Member State Bar of California*

*Member State Bar of Nevada*

January 12, 2021

Matthew Farkas, Manager  
TGC/Farkas Funding, LLC

Re: Retention of Services and Conflict Waiver

Dear Mr. Farkas:

The purpose of this letter is to notify you and to obtain your informed consent to represent TGC/Farkas Funding, LLC in the matter for which you seek my legal services: TGC/Farkas Funding, LLC v. First 100, LLC, *et. al.*, Clark County Case No. A-20-822273-C

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

It is my further understanding that you, as an authorized representative of TGC/Farkas Funding, LLC, its Manager, as defined in the TGC/Farkas Funding, LLC Operating Agreement, met with and negotiated with Mr. Bloom (as an authorized representative of First 100 LLC, or its derivative identities) a settlement and release of all claims, rights and interest in the pending action, Clark County Case No. A-20-822273-C. This settlement and release has been manifested in a signed, legally binding and fully enforceable writing executed by and between the respective parties authorized representatives/agents. I was not involved in and did not participate in such settlement and release negotiations and/or agreement in any manner.

To be clear, in this regard, TGC/Farkas Funding, LLC is not asking and did not request my assistance in the negotiation and/or preparation of the settlement and release agreement, and it is not asking for my assistance in providing TGC/Farkas Funding, LLC with any legal advice, interpretation or counsel in regards to the settlement and release



agreement and the terms contained therein. You are, however, *only and merely* asking for my limited services of representing TGC/Farkas Funding, LLC before the Court for which the action is pending, Clark County Case No. A-20-822273-C, solely for the limited purposes of: (1) appearing on behalf of TGC/Farkas Funding, LLC via a Substitution of Counsel, and (2) entering a dismissal of the aforementioned matter.

Moreover, it is understood and acknowledged that I was not involve in and have not been involved in the subject lawsuit, and I did not participate in any of the proceedings before the Court or otherwise, including the arbitration proceeding. Moreover, again, I did not participate in the settlement negotiation or the agreements in relation thereof resulting in the settlement and release. Those matters are beyond the scope of my limited services and representation.

To prevent any and all legal issues, liability or assertions of fault against me for my limited representation of TGC/Farkas Funding, LLC as expressed herein, it is necessary that you/TGC/Farkas Funding, LLC agree to a waiver as you (the Manager of TGC/Farkas Funding, LLC) acknowledge and understand that you have determined that it is in the best interests of TGC/Farkas Funding, LLC to have me represent TGC/Farkas Funding, LLC in connection with the aforementioned lawsuit and only for the limited services expressed above.

While potential or perceived conflicts of interest might appear, the matters for which TGC/Farkas Funding, LLC seeks my services are merely ceremonial in the nature of making a Court appearance on behalf of TGC/Farkas Funding, LLC via a Substitution of Counsel and to enter into the record a dismissal of the action based on a pre-negotiated and pre-executed settlement and release agreement (that TGC/Farkas Funding, LLC negotiated and entered into prior to and without my involvement and/or representation).

Additionally, it is possible that a circumstance could arise in the future whereby my continuing with the representation will raise a conflict of interest. If an actual conflict of interest arises, then I will be forced to terminate my representation and it will be necessary for TGC/Farkas Funding, LLC to hire another lawyer. In light of this possibility and the matters contained in this letter, I recommend and encourage you to seek independent legal advice to determine whether consent to the representation should be given. Whether or not you do so, however, is up to you and if you do not seek such advice, you acknowledge hereby that the opportunity to do so was provided and waived.

Accordingly, this confirms your agreement, as the Manager of TGC/Farkas Funding, LLC, to have me represent TGC/Farkas Funding, LLC in connection with the above-referenced matter and in the defined limited capacity. This will also confirm that you agree to waive any conflict of interest arising out of my limited representations described herein and in the capacity set forth above. In this regard, I include below for both your signature and that of Mr. Bloom a signed consent waiver validation.

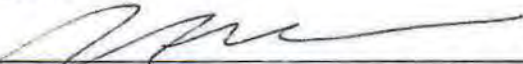
Therefore, you hereby state that TGC/Farkas Funding, LLC continues to request my limited services as expressed herein and to represent it in this matter for the specified

limited purposes described. Based thereon and in regards to the expressions set forth herein, in no event will you hold counsel liable for any direct, indirect, or consequential damages resulting from the representation and, moreover, that TGC/Farkas Funding, LLC will not assert or claim any claim or allegation of legal malpractice or a violation of the Nevada Rules of Professional Responsibility based on your request for representation of TGC/Farkas Funding, LLC. If you agree that the foregoing accurately and fully reflects your understanding, please sign and return the enclosed copy of this letter on behalf of TGC/Farkas Funding, LLC.

Respectfully,

/s/ Raffi A. Nahabedian  
Raffi A. Nahabedian, Esq.

I, Matthew Farkas, as the authorized Manager of TGC/Farkas Funding, LLC, hereby declare that I have read and understand in full the above, and have had an opportunity to seek counsel in relation thereof, and do hereby agree and consent to the representation and waiver.

By:   
Matthew Farkas, TGC/Farkas Funding, LLC

I, Jay Bloom, personally and as an authorized member/manager of First 100 LLC, hereby declare that I have read and understand in full the above, and have had an opportunity to seek counsel in relation thereof, and do hereby agree and consent to the representation and to the waiver.

By:   
Jay Bloom/First 100 LLC

# Exhibit 10



## Civil/Criminal Case Records Search Results

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Location : [District Court Civil/Criminal](#) [Help](#)

**Record Count: 72**

**Search By:** Attorney **Party Search Mode:** Name **Last Name:** nahabedian **First Name:** raffi **All All** **Sort By:** Filed Date

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

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

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

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



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

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

## Select A Case

**Raffi A. Nahabedian is an attorney in 11 cases.**

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

**PACER Service Center**

**Transaction Receipt**

02/11/2021 11:36:35

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Client

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**SA0519**

<b>Login:</b>		<b>Code:</b>	
<b>Description:</b>	Search	<b>Search Criteria:</b>	Last Name: Nahabedian First Name: Raffi
<b>Billable Pages:</b>	1	<b>Cost:</b>	0.10

# Exhibit 11

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27 *2. 1st 100 will pay the amount owed to the TGC as follows:*

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

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

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



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

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

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


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

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

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

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

19                    DATED this 27<sup>th</sup> day of January, 2021

20  
21                      
22                    JAY BLOOM

#### FARKAS CALL LOG

Jan 16, 11:05, no contact  
Jan 16, 11:20, 46 min 24 sec  
Jan 18, 11:55, missed call  
Jan 18, 12:44, 9 min 46 sec  
Jan 19, 05:45, 1 min 57 sec  
Jan 19, 06:06, 18 min 59 sec  
Jan 20, 12:32, 18 min 15 sec  
Jan 29, 03:10, 22 sec

#### BLOOM CALL LOG

Jan 4, 05:25, 12 min 13 sec  
Jan 5, 10:19, 55 sec  
Jan 8, 04:12, 1 min 16 sec  
Jan 8, 06:20, 17 min 0 sec  
Jan 12, 11:25, 1 min 31 sec  
Jan 13, 03:14, attempted call  
Jan 14, 11:33, 3 min 0 sec  
Jan 15, 03:23, 8 min 24 sec  
Feb 2, 07:39, 8 min 22 sec

#### MGA CALL LOG (includes unrelated calls)

Jan 11, 12:34, 21 min 45 sec  
Jan 11, 12:56, 44 sec  
Jan 11, 01:21, 10 min 11 sec  
Jan 12, attempted call  
Jan 12, attempted call  
Jan 12, 04:02, 9 min 31 sec  
Jan 15, 11:30, 4 min 52 sec  
Jan 18, 10:35, 9 min 7 sec  
Jan 19, 09:43, 1 min 52 sec  
Jan 19, 10:42, 2 min 49 sec  
Jan 19, 01:29, 4 min 51 sec  
Jan 19, 01:57, 2 min 25 sec  
Jan 19, 02:03, 15 sec  
Jan 19, 02:10, 7 min 57 sec  
Jan 20, 12:16, 16 sec  
Jan 21, 09:40, 4 min 19 sec  
Jan 26, 03:35, 20 sec  
Jan 29, 03:09, 12 sec  
Jan 29, 03:11, 1 min 56 sec

Raffi A Nahabedian

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**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

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**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](mailto:store4590@gmail.com)>  
**Sent:** Thursday, January 7, 2021 2:40 PM  
**To:** Jay Bloom <[jbloom@lvem.com](mailto: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](mailto: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](mailto: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](mailto:Jbloom@lvem.com) | [www.LVEM.com](http://www.LVEM.com)

**Please consider the environment**

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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 6<sup>th</sup> day of January 2021, by  
3 and between 1st One Hundred Holdings, LLC (hereinafter "1<sup>st</sup> 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, 1<sup>st</sup> 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 1<sup>st</sup> 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.

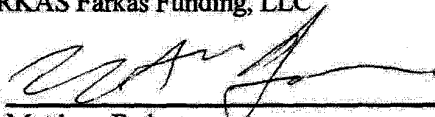
1 CONTINUATION OF INDEMNIFICATION. The indemnification and advance payments provided by this Article shall  
2 continue as to a Person who has ceased to hold his position as a Manager, officer, employee or agent, or other Person described  
3 in any Section of this Article, and shall inure to his heirs,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

Print

Name: \_\_\_\_\_ Jay Bloom \_\_\_\_\_



1  
2 **SETTLEMENT AGREEMENT**

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

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

7 1<sup>st</sup> 100 and F100 have been awarded a judgment in the amount of \$2,211,039,718.46 against  
8 judgment debtors Raymond Ngan, Relativity Capital Group, LTD, Relativity Capital, LLC and Relativity  
9 Enterprises, Inc. (the "Award")

10 The Parties wish to resolve the dispute without further litigation;

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

13 1<sup>st</sup> 100 and F100 wish to pay the amount owed as a single lump sum payment upon recovery from  
14 the Award;

15 NOW, THEREFORE, 1<sup>st</sup> 100 and the TCG hereby represent, warrant and agree as follows:

16 1. 1<sup>st</sup> 100 agrees the TCG is currently owed \$1,000,000.00 plus 6% per annum since the date  
17 of investment, and this amount is secured by the Judgment;

18 2. 1<sup>st</sup> 100 will pay the amount owed to the TCG as follows:

19 a. Concurrent with its collection of proceeds from the sale of its Award, 1<sup>st</sup>  
20 100 and/or F100 will cause to pay \$1,000,000 plus 6% interest accrued from the  
21 date of investment to TCG/Farkas;

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

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

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

27 7. The Parties agree to waive the right to receive written findings of fact, conclusions of law  
28 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 7<sup>th</sup>, 2021

\_\_\_\_\_  
Client Initials

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](mailto: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

PLTF\_261

RAN0022  
SA0549



**Raffi A Nahabedian**

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**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 1<sup>st</sup> 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

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 Doc Avenue  
Las Vegas, Nevada 89117  
Tel: (702) 379-9995 / Fax: (702) 222-1496

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on the 11<sup>th</sup> 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](mailto:Jbloom@lvem.com) | [www.LVEM.com](http://www.LVEM.com)

**Please consider the environment**

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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 8, 2021, at 3:26 PM, Raffi A Nahabedian <[raffi@nahabedianlaw.com](mailto: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

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

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](mailto:jrm@mgalaw.com) | [www.mgalaw.com](http://www.mgalaw.com)

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**From:** Jay Bloom <[jbloom@lvem.com](mailto:jbloom@lvem.com)>  
**Sent:** Thursday, January 07, 2021 2:48 PM  
**To:** Joseph Gutierrez <[jag@mgalaw.com](mailto:jag@mgalaw.com)>; Jason Maier <[jrm@mgalaw.com](mailto:jrm@mgalaw.com)>  
**Cc:** [raffi@nahabedianlaw.com](mailto: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,  
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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](mailto:jbloom@lvem.com)

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Jay Bloom

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Las Vegas, NV 89148

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

Thank you,

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m 702.423.0500 | f 702.974.0284

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**Please consider the environment**

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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](mailto:raffi@nahabedianlaw.com)>  
Sent: Friday, January 8, 2021 6:38 PM  
To: Jay Bloom <[jbloom@lvem.com](mailto:jbloom@lvem.com)>; 'Joseph Gutierrez' <[jag@mgalaw.com](mailto:jag@mgalaw.com)>  
Cc: 'Raffi A Nahabedian' <[raffi@nahabedianlaw.com](mailto: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

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

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By: \_\_\_\_\_  
Jay Bloom/Jay Bloom, First 100 LLC



**Raffi A Nahabedian**

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**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.

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m [702.423.0500](tel:702.423.0500) | f [702.974.0284](tel:702.974.0284)  
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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...

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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.

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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!

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**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>  
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**Cc:** Jason Maier; Joseph Gutierrez; Danielle Barraza  
**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**

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**Sent:** Monday, January 11, 2021 10:14 AM  
**To:** Jay Bloom  
**Cc:** R. A. Nahabedian, Esq.; Jason Maier; Joseph Gutierrez; Danielle Barraza  
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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.

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!

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**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**

---

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Sent from my iPhone

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Good afternoon.

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

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Date: 1/10/21 9:33 AM (GMT-08:00)

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

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Sent from my iPhone

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

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**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](mailto:jrm@mgalaw.com) | [www.mgalaw.com](http://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?

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](mailto:jbloom@lvem.com)

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Las Vegas, NV 89148

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Thank you,

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Raffi A Nahabedian

---

**From:** Jason Maier [jrm@mgalaw.com]  
**Sent:** Monday, January 11, 2021 10:22 AM  
**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:** 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**  
8816 Spanish Ridge Avenue  
Las Vegas, Nevada 89148  
Tel: 702.629.7900 | Fax: 702.629.7925  
[jrm@mgalaw.com](mailto:jrm@mgalaw.com) | [www.mgalaw.com](http://www.mgalaw.com)

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**Sent:** Monday, January 11, 2021 10:14 AM  
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**Cc:** R. A. Nahabedian, Esq. <raffi@nahabedianlaw.com>; Jason Maier <jrm@mgalaw.com>; Joseph Gutierrez <jag@mgalaw.com>; Danielle Barraza <djb@mgalaw.com>  
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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.

TGC000104  
PLTF\_297

RAN0058  
SA0585

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.

TGC000105  
PLTF\_298

RAN0059  
SA0586

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~~ Member

Date: \_\_\_\_\_

By: Matthew Farkas

Title: Member

Date: \_\_\_\_\_

TGC000106  
PLTF\_299

RAN0060  
SA0587

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 *Member*

Date:

By:

  
*Matthew Fickas*

Title: *Member*

Date: 4/27/2017

TGC000107  
PLTF\_300

RAN0061  
SA0588

Garman Turner Gordon LLP

Attorneys and Counselors at Law

April 21, 2017

Page 4

**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 Firm<sup>1</sup>, 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.

---

<sup>1</sup> Capitalized Terms not defined in these Standard Terms of Representation shall have the meanings ascribed in the Engagement Letter and any Supplement thereto.



**Garman Turner Gordon LLP**

Attorneys and Counselors at Law

April 21, 2017

Page 5

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,

TGC000109  
PLTF\_302

RAN0063  
SA0590

**Garman Turner Gordon LLP**

Attorneys and Counselors at Law

April 21, 2017

Page 6

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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**Garman Turner Gordon LLP**

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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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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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

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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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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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Attorneys and Counselors at Law

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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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Raffi A Nahabedian

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**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](mailto:jrm@mgalaw.com) | [www.mgalaw.com](http://www.mgalaw.com)

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**From:** Jason Maier  
**Sent:** Monday, January 11, 2021 10:24 AM  
**To:** 'R. A. Nahabedian, Esq.' <[raffi@nahabedianlaw.com](mailto:raffi@nahabedianlaw.com)>; Jay Bloom <[jbloom@lvem.com](mailto:jbloom@lvem.com)>  
**Cc:** Joseph Gutierrez <[jag@mgalaw.com](mailto:jag@mgalaw.com)>; Danielle Barraza <[djb@mgalaw.com](mailto: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](mailto:jrm@mgalaw.com) | [www.mgalaw.com](http://www.mgalaw.com)

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**From:** R. A. Nahabedian, Esq. <[raffi@nahabedianlaw.com](mailto:raffi@nahabedianlaw.com)>  
**Sent:** Monday, January 11, 2021 10:14 AM  
**To:** Jay Bloom <[jbloom@lvem.com](mailto:jbloom@lvem.com)>  
**Cc:** R. A. Nahabedian, Esq. <[raffi@nahabedianlaw.com](mailto:raffi@nahabedianlaw.com)>; Jason Maier <[jrm@mgalaw.com](mailto:jrm@mgalaw.com)>; Joseph Gutierrez <[jag@mgalaw.com](mailto:jag@mgalaw.com)>; Danielle Barraza <[djb@mgalaw.com](mailto: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.

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](mailto:jbloom@lvem.com)>

Date: 1/10/21 12:34 PM (GMT-08:00)

To: "R. A. Nahabedian, Esq." <[raffi@nahabedianlaw.com](mailto:raffi@nahabedianlaw.com)>

Cc: Jason Maier <[jrm@mgalaw.com](mailto:jrm@mgalaw.com)>, Joseph Gutierrez <[jag@mgalaw.com](mailto:jag@mgalaw.com)>, Danielle Barraza <[djb@mgalaw.com](mailto: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](mailto:Jbloom@lvem.com) | [www.LVEM.com](http://www.LVEM.com)

**Please consider the environment**

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Sent from my iPhone

On Jan 10, 2021, at 12:15 PM, R. A. Nahabedian, Esq. <[raffi@nahabedianlaw.com](mailto: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!

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

From: Jay Bloom <[jbloom@lvem.com](mailto:jbloom@lvem.com)>

Date: 1/10/21 9:33 AM (GMT-08:00)

To: Jason Maier <[jrm@mgalaw.com](mailto:jrm@mgalaw.com)>

Cc: "R. A. Nahabedian, Esq." <[raffi@nahabedianlaw.com](mailto:raffi@nahabedianlaw.com)>, Joseph Gutierrez <[jag@mgalaw.com](mailto:jag@mgalaw.com)>, Danielle Barraza <[djb@mgalaw.com](mailto: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](mailto:jbloom@lvem.com) | [www.LVEM.com](http://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](mailto: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](mailto:jrm@mgalaw.com) | [www.mgalaw.com](http://www.mgalaw.com)

---

**From:** Jay Bloom <[jbloom@lvem.com](mailto:jbloom@lvem.com)>  
**Sent:** Thursday, January 07, 2021 2:48 PM  
**To:** Joseph Gutierrez <[jag@mgalaw.com](mailto:jag@mgalaw.com)>; Jason Maier <[jrm@mgalaw.com](mailto:jrm@mgalaw.com)>  
**Cc:** [raffi@nahabedianlaw.com](mailto: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](mailto:store4590@gmail.com)>  
**Sent:** Thursday, January 7, 2021 2:40 PM  
**To:** Jay Bloom <[jbloom@lvem.com](mailto: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](mailto: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](mailto: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](mailto:jbloom@lvem.com) | [www.LVEM.com](http://www.LVEM.com)

**Please consider the environment**

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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.

January \_\_, 2021

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

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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.

**PLTF\_317**

**RAN0078**  
**SA0605**



**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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Thanks guys!

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**Subject:** RE: Documents to be printed, signed by Matthew Farkas, scanned and emailed and UPS mailed back.  
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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](mailto:jrm@mgalaw.com) | [www.mgalaw.com](http://www.mgalaw.com)

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We need to get this done and filed ASAP

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**Please consider the environment**

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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

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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**  
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8816 Spanish Ridge Avenue  
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**To:** Joseph Gutierrez <[jag@mgalaw.com](mailto:jag@mgalaw.com)>; Jason Maier <[jrm@mgalaw.com](mailto:jrm@mgalaw.com)>  
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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](mailto:store4590@gmail.com)>  
**Sent:** Thursday, January 7, 2021 2:40 PM  
**To:** Jay Bloom <[jbloom@lvem.com](mailto: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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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](mailto:jbloom@lvem.com)

If you could also mail the completed hard copies to:

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Las Vegas, NV 89148

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

Thank you,

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Raffi A Nahabedian

---

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**Sent:** Tuesday, January 12, 2021 10:36 AM  
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**Importance:** High

Yes, great letter. I will prepare all docs and attach for confirming approval.

Raffi

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Raffi A Nahabedian

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**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

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 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

PLTF\_329

RAN0090  
SA0617

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)

PLTF\_330

SA0618 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](mailto:jbloom@lvem.com) | [www.LVEM.com](http://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](mailto: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](mailto: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 TGC Farkas Conflict Letter  
**Attachments:** TGC Farkas Conflict Letter.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

PLTF\_334

RAN0095  
SA0622

agreement and the terms contained therein. You are, however, *only and merely* asking for my limited services of representing TGC/Farkas Funding, LLC before the Court for which the action is pending, Clark County Case No. A-20-822273-C, solely for the limited purposes of: (1) appearing on behalf of TGC/Farkas Funding, LLC via a Substitution of Counsel, and (2) entering a dismissal of the aforementioned matter.

Moreover, it is understood and acknowledged that I was not involve in and have not been involved in the subject lawsuit, and I did not participate in any of the proceedings before the Court or otherwise, including the arbitration proceeding. Moreover, again, I did not participate in the settlement negotiation or the agreements in relation thereof resulting in the settlement and release. Those matters are beyond the scope of my limited services and representation.

To prevent any and all legal issues, liability or assertions of fault against me for my limited representation of TGC/Farkas Funding, LLC as expressed herein, it is necessary that you/TGC/Farkas Funding, LLC agree to a waiver as you (the Manager of TGC/Farkas Funding, LLC) acknowledge and understand that you have determined that it is in the best interests of TGC/Farkas Funding, LLC to have me represent TGC/Farkas Funding, LLC in connection with the aforementioned lawsuit and only for the limited services expressed above.

While potential or perceived conflicts of interest might appear, the matters for which TGC/Farkas Funding, LLC seeks my services are merely ceremonial in the nature of making a Court appearance on behalf of TGC/Farkas Funding, LLC via a Substitution of Counsel and to enter into the record a dismissal of the action based on a pre-negotiated and pre-executed settlement and release agreement (that TGC/Farkas Funding, LLC negotiated and entered into prior to and without my involvement and/or representation).

Additionally, it is possible that a circumstance could arise in the future whereby my continuing with the representation will raise a conflict of interest. If an actual conflict of interest arises, then I will be forced to terminate my representation and it will be necessary for TGC/Farkas Funding, LLC to hire another lawyer. In light of this possibility and the matters contained in this letter, I recommend and encourage you to seek independent legal advice to determine whether consent to the representation should be given. Whether or not you do so, however, is up to you and if you do not seek such advice, you acknowledge hereby that the opportunity to do so was provided and waived.

Accordingly, this confirms your agreement, as the Manager of TGC/Farkas Funding, LLC, to have me represent TGC/Farkas Funding, LLC in connection with the above-referenced matter and in the defined limited capacity. This will also confirm that you agree to waive any conflict of interest arising out of my limited representations described herein and in the capacity set forth above. In this regard, I include below for both your signature and that of Mr. Bloom a signed consent waiver validation.

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

limited purposes described. Based thereon and in regards to the expressions set forth herein, in no event will you hold counsel liable for any direct, indirect, or consequential damages resulting from the representation and, moreover, that TGC/Farkas Funding, LLC will not assert or claim any claim or allegation of legal malpractice or a violation of the Nevada Rules of Professional Responsibility based on your request for representation of TGC/Farkas Funding, LLC. If you agree that the foregoing accurately and fully reflects your understanding, please sign and return the enclosed copy of this letter on behalf of TGC/Farkas Funding, LLC.

Respectfully,

*/s/ Raffi A. Nahabedian*  
Raffi A. Nahabedian, Esq.

I, Matthew Farkas, as the authorized Manager of TGC/Farkas Funding, LLC, hereby declare that I have read and understand in full the above, and have had an opportunity to seek counsel in relation thereof, and do hereby agree and consent to the representation and waiver.

By: \_\_\_\_\_  
Matthew Farkas, TGC/Farkas Funding, LLC

I, Jay Bloom, personally and as an authorized member/manager of First 100 LLC, hereby declare that I have read and understand in full the above, and have had an opportunity to seek counsel in relation thereof, and do hereby agree and consent to the representation and to the waiver.

By: \_\_\_\_\_  
Jay Bloom/First 100 LLC

Raffi A Nahabedian

---

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](mailto:jbloom@lvem.com) | [www.LVEM.com](http://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](mailto: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

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

**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

**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**

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 1<sup>st</sup> 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

RAFFI A. NAHABEDIAN

7408 Doe Avenue

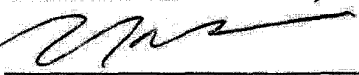
Las Vegas, Nevada 89117

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 11<sup>th</sup> 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

PLTF\_345

RAN0106  
SA0633

agreement and the terms contained therein. You are, however, *only and merely* asking for my limited services of representing TGC/Farkas Funding, LLC before the Court for which the action is pending, Clark County Case No. A-20-822273-C, solely for the limited purposes of: (1) appearing on behalf of TGC/Farkas Funding, LLC via a Substitution of Counsel, and (2) entering a dismissal of the aforementioned matter.

Moreover, it is understood and acknowledged that I was not involve in and have not been involved in the subject lawsuit, and I did not participate in any of the proceedings before the Court or otherwise, including the arbitration proceeding. Moreover, again, I did not participate in the settlement negotiation or the agreements in relation thereof resulting in the settlement and release. Those matters are beyond the scope of my limited services and representation.

To prevent any and all legal issues, liability or assertions of fault against me for my limited representation of TGC/Farkas Funding, LLC as expressed herein, it is necessary that you/TGC/Farkas Funding, LLC agree to a waiver as you (the Manager of TGC/Farkas Funding, LLC) acknowledge and understand that you have determined that it is in the best interests of TGC/Farkas Funding, LLC to have me represent TGC/Farkas Funding, LLC in connection with the aforementioned lawsuit and only for the limited services expressed above.

While potential or perceived conflicts of interest might appear, the matters for which TGC/Farkas Funding, LLC seeks my services are merely ceremonial in the nature of making a Court appearance on behalf of TGC/Farkas Funding, LLC via a Substitution of Counsel and to enter into the record a dismissal of the action based on a pre-negotiated and pre-executed settlement and release agreement (that TGC/Farkas Funding, LLC negotiated and entered into prior to and without my involvement and/or representation).

Additionally, it is possible that a circumstance could arise in the future whereby my continuing with the representation will raise a conflict of interest. If an actual conflict of interest arises, then I will be forced to terminate my representation and it will be necessary for TGC/Farkas Funding, LLC to hire another lawyer. In light of this possibility and the matters contained in this letter, I recommend and encourage you to seek independent legal advice to determine whether consent to the representation should be given. Whether or not you do so, however, is up to you and if you do not seek such advice, you acknowledge hereby that the opportunity to do so was provided and waived.

Accordingly, this confirms your agreement, as the Manager of TGC/Farkas Funding, LLC, to have me represent TGC/Farkas Funding, LLC in connection with the above-referenced matter and in the defined limited capacity. This will also confirm that you agree to waive any conflict of interest arising out of my limited representations described herein and in the capacity set forth above. In this regard, I include below for both your signature and that of Mr. Bloom a signed consent waiver validation.

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

limited purposes described. Based thereon and in regards to the expressions set forth herein, in no event will you hold counsel liable for any direct, indirect, or consequential damages resulting from the representation and, moreover, that TGC/Farkas Funding, LLC will not assert or claim any claim or allegation of legal malpractice or a violation of the Nevada Rules of Professional Responsibility based on your request for representation of TGC/Farkas Funding, LLC. If you agree that the foregoing accurately and fully reflects your understanding, please sign and return the enclosed copy of this letter on behalf of TGC/Farkas Funding, LLC.


Respectfully,

*/s/ Raffi A. Nahabedian*  
Raffi A. Nahabedian, Esq.

I, Matthew Farkas, as the authorized Manager of TGC/Farkas Funding, LLC, hereby declare that I have read and understand in full the above, and have had an opportunity to seek counsel in relation thereof, and do hereby agree and consent to the representation and waiver.

By:   
Matthew Farkas, TGC/Farkas Funding, LLC

I, Jay Bloom, personally and as an authorized member/manager of First 100 LLC, hereby declare that I have read and understand in full the above, and have had an opportunity to seek counsel in relation thereof, and do hereby agree and consent to the representation and to the waiver.

By:   
Jay Bloom/First 100 LLC

Raffi A Nahabedian

---

**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

PLTF\_349

RAN0110  
SA0637