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7
8 SUPREME COURT
9 STATE OF NEVADA

10 RONALD J. ROBINSON,
11 Appellant,

No. 83250

12 vs.

APPELLANT'S APPENDIX VOL. 1

13 STEVEN A. HOTCHKISS,
14
15 Respondent.

16 RONALD J. ROBINSON,
17 Appellant,
18

19 vs.

20 ANTHONY WHITE, ROBIN
SUNTHEIMER, TROY
21 SUNTHEIMER, STEPHENS
GHESQUIERE, JACKIE STONE,
22 GAYLE CHANY, KENDALL
SMITH, GABRIELE
23 LA VERMICOCCA, ROBERT
KAISER.

24
25 Respondents.
26
27
28

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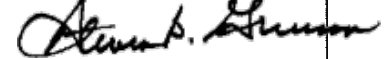
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6 DISTRICT COURT
7 CLARK COUNTY, NEVADA

A-17-762264-C

9 IN THE MATTER BETWEEN) Case No.
10 Steven A. Hotchkiss,)
11 PLAINTIFF,) Dept.: Department 8
12 v.) COMPLAINT FOR DAMAGES
13 Ronald J. Robinson, Vernon Rodriguez, Virtual) EXEMPT FROM ARBITRATION:
14 Communications Corporation, Wintech, LLC,) EXCEEDS JURISDICTIONAL
15 Davis and DOES 1-10 and ROES 1-10, inclusively) MINIMUM
16 DEFENDANTS) JURY TRIAL DEMANDED

17
18 COMES NOW, Plaintiff Steven A. Hotchkiss, through counsel, The Law Office of David
19 Liebrader and files this complaint for damages:

20 INTRODUCTION

21 THE PARTIES

- 22 1. Plaintiff Steve A. Hotchkiss ("Mr. Hotchkiss" or "Plaintiff") is a retired 65 year old
23 American national who resides in Lake Chapala, Mexico.
24 2. At all times relevant herein Defendant Virtual Communications Corporation ("VCC")
25 was a Nevada corporation doing business in Clark County, Nevada.
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1 3. At all times relevant herein Defendant Wintech, LLC ("Wintech") was a Nevada
2 company doing business in Clark County, Nevada.

3 4. At all times relevant herein Defendant Ronald J. Robinson ("Mr. Robinson") was, on
4 information and belief, a resident of Nevada, and doing business through VCC and
5 Wintech in Clark County, Nevada.

6 5. At all times relevant herein Defendant Vernon Rodriguez ("Mr. Rodriguez") was, on
7 information and belief, a resident of Nevada, doing business in Clark County, and a
8 corporate officer of Wintech and VCC.

9 6. At all times relevant herein Defendant Josh Stoll ("Mr. Stoll") was, on information
10 and belief, a resident of Nevada, and doing business in Clark County, Nevada.

11 7. At all times relevant herein Defendant Retire Happy, LLC ("Retire Happy") was, on
12 information and belief, a Nevada corporation doing business in Clark County, Nevada.

13 8. At all times relevant herein Defendant Frank Yoder ("Mr. Yoder") was, on information
14 and belief, a resident of Nevada, and doing business in Clark County, Nevada.

15 9. At all times relevant herein Defendant Alisa Davis ("Ms. Davis") was, on information
16 and belief, a resident of Nevada, and doing business in Clark County, Nevada.

17 10. That the true names and capacities, whether individual, corporate, associate or
18 otherwise, of Defendants DOES I-X and ROE CORPORATIONS I-X are unknown to
19 Plaintiff who, therefore, sues said Defendants by said fictitious names. Plaintiff is
20 informed and believes and thereon alleges that each of the Defendants designated as
21 DOES and ROES are responsible in some manner for the events and happenings referred
22 to and caused damages proximately to Plaintiff as herein alleged or are parties having
23 ownership interests in entities owned or controlled by Defendants. Plaintiff will ask leave
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1 of the Court to amend this Complaint to insert the true names and capacities of DOES I-X
2 and ROE CORPORATIONS I-X when same have been ascertained and to join such
3 Defendants in this action.

4 11. Jurisdiction is appropriate in District Court for the County of Clark in that both
5 Wintech and VCC were/ are Nevada corporations with business addresses on Warm
6 Springs Rd. in Las Vegas, NV and Defendants Robinson, Rodriguez, Davis and Yoder all
7 worked for VCC and Wintech at all times relevant to the facts in this complaint. Likewise
8 Defendants Stoll and Retire Happy also maintain offices and do business in Las Vegas,
9 NV.

10 FACTUAL BACKGROUND GIVING RISE TO THIS CLAIM

11 12. This is an action for the recovery of investment losses. One investment is at issue; it
12 is an unregistered security in the form of a promissory note that was marketed and sold by
13 Defendants through a "general solicitation" in violation of the Nevada securities laws.
14 The investment is a short term promissory note issued by a VCC, and personally
15 guaranteed by Defendant Robinson.

16 13. VCC has defaulted on its payment obligations, which called for it to make monthly
17 payments of nine percent interest to Plaintiff. VCC has not made payments to Plaintiff
18 since February, 2015. On August 26, 2017 Plaintiff sent notice of default to VCC and Mr.
19 Robinson demanding the overdue payments. To date neither VCC nor Robinson has
20 responded to the letter, or cured the default.

21 14. Defendant Robinson is the chief executive officer of VCC and is a "control person"
22 under the Nevada securities laws. Mr. Robinson also personally guaranteed the
23 promissory note purchased by Plaintiff.
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1 15. Defendant Rodriguez is an officer and director of VCC and is a "control person"
2 under the Nevada securities laws.

3 16. Plaintiff is informed and believes and thereon alleges that at all relevant times herein
4 there existed a unity of interest and ownership between VCC and Wintech such that any
5 corporate individuality and separateness between VCC and Wintech has ceased and that
6 VCC is the later ego of Wintech. Wintech and its officers so completely dominated,
7 controlled and managed the operations of VCC (which existed solely as a fund raising
8 vehicle for Wintech's technology, the ALICE receptionist) that VCC functioned as a mere
9 instrumentality and conduit through which Wintech operated.

10 17. Furthermore, per Vern Rodriguez' sworn testimony in a separate matter VCC had
11 "zero employees," VCC "didn't have day to day operations," and VCC's Note offering
12 "was used to provide funding for Wintech's activities."

13 18. Wintech used VCC as a means to receive money from investors, while avoiding
14 responsibility for repaying them under the terms of the Notes. As a result, Wintech
15 through its officers, Robinson and Rodriguez directed Wintech to perpetrate a fraud and
16 circumvent the interests of justice. Adherence to the fiction of the existence of VCC as an
17 entity separate and distinct from Wintech would permit an abuse of the corporate privilege
18 and would sanction fraud and promote injustice in that Plaintiff would be denied a full and
19 fair recovery in the event the assets of VCC are insufficient to satisfy a judgment entered
20 against it.

21 19. Defendants VCC and Robinson relied on an outside fund raiser, Defendant Retire
22 Happy to go out to the investment community with its unlicensed sales representatives, to
23 bring potential investors to VCC to invest in the company's securities. Mr. Stoll was not
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1 an employee of VCC, nor was he licensed to sell securities in the state of Nevada or
2 Kansas (where Plaintiff lived at the time of the investment.)

3 20. Plaintiff is a 65 year old man who lives in Lake Chapala Mexico. Plaintiff was a
4 lifelong resident of Kansas, but due to the loss of funds in his retirement, he needed to find
5 a more affordable place to live; Lake Chapala, Mexico was the solution.

6 21. After Plaintiff was laid off from his job of 35 years as a software engineer in 2013 he
7 began to receive a lot of calls from financial planners and financing companies. One of
8 these was a call from Defendant Josh Stoll at Retire Happy.

9 22. Mr. Stoll told Plaintiff that since he was retired, he should move his funds to a self-
10 directed IRA account, where he (Plaintiff) would be able to invest in non-traditional
11 investments that paid a higher rate of interest.

12 23. Prior to receiving the call from Mr. Stoll, Plaintiff had never met him, nor any of the
13 employees at Retire Happy or any of the Defendants affiliated with VCC or Wintech.
14 There was no "pre-existing relationship" between Plaintiff and any of the Defendants.

15 24. Nevertheless, Mr. Stoll began discussing an opportunity to make nine percent by
16 loaning money to a company that Stoll was familiar with; this company was Virtual
17 Communications Corp.

18 25. Stoll told Plaintiff that VCC was looking to borrow money for eighteen months and
19 would pay Plaintiff monthly interest of nine percent until maturity. Stoll told Plaintiff that
20 VCC was a startup telecommunications company that had a unique product that would
21 revolutionize the marketplace. This product was the ALICE technology, presently
22 marketed by Wintech. Stoll told Plaintiff that VCC's financial prospects were bright, and
23 they only needed a short term "bridge loan" until they did a large public offering of stock.
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1 To seal the deal, Mr. Stoll told Plaintiff that the CEO of the company, Ronald Robinson
2 was prepared to personally guarantee the investment.

3 26. As a result of the promised nine percent interest, the representations regarding the
4 financial stability and prospects of the company, and Mr. Robinson's guarantee, Plaintiff
5 agreed to purchase the VCC securities.

6 27. Defendant Alisa Davis authorized Retire Happy to keep preprinted VCC promissory
7 notes, signed and guaranteed by Ronald Robinson (Davis' grandfather) in Retire Happy's
8 office, where they could input prospective investor's names and the dollar amount
9 invested into the "blank" sections on the contract.

10 28. Although the preprinted, pre-signed and pre-guaranteed notes all bear Ronald
11 Robinson's signature, Robinson claims that own Granddaughter - Ms. Davis- was not
12 authorized to provide those preprinted contracts to Retire Happy, and that Ms. Davis did
13 so without Robinson's knowledge or permission.

14 29. Ms. Davis also provided Retire Happy with three different power point presentations
15 related to, and in furtherance of VCC's Note offering whereby the personal guarantee of
16 Ronald Robinson is touted, as is his substantial multimillion dollar net worth.

17 30. According to Ronald Robinson, these power point presentations were prepared by
18 Frank Yoder, who was an officer for VCC at the time. Pursuant to sworn deposition
19 testimony, Robinson has stated that Frank Yoder was not authorized to include Mr.
20 Robinson's guarantee as part of the three separate presentations, and further, that
21 Robinson was unaware that Yoder was including the section on Robinson's personal
22 guarantee in the presentations.

23 31. If Robinson is to be believed, that Alisa Davis and Frank Yoder acted without his
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1 authorization and knowledge, then the end result is that Yoder and Davis intentionally
2 mislead VCC Note purchasers, including Plaintiff, by leading them to believe that the
3 Notes were guaranteed, when they were not.

4 32. In reality, Robinson, Rodriguez VCC and Wintech were all aware that money was
5 being raised by Retire Happy via the promissory note offering, as money came in to VCC
6 as a result of Retire Happy's efforts. Furthermore, VCC paid the investors the specific
7 amount stated under the notes until default, further undermining Robinson's claim that he
8 was unaware of the offering. In any event, VCC, Wintech and its officers and control
9 persons received the benefits of the fund raise, and acted consistent with all of the agreed
10 upon terms.

11 33. Robinson's guarantee was a material aspect of the Note transaction, and Plaintiff
12 would not have invested without this guarantee.

13 34. On September 23, 2013 Plaintiff invested \$75,000 into a VCC nine percent
14 promissory note with a maturity of eighteen months. Robinson agreed to guarantee the
15 note.

16 35. After making the nine percent interest payments for 2014, VCC abruptly stopped
17 making payments in 2015. The last payment Plaintiff received was in February, 2015. On
18 August 26, 2017, Plaintiff, through counsel, sent a letter to VCC and Robinson notifying
19 them that they were in default and giving them ten days to cure. As of the time of the
20 filing of the complaint, Defendants had not cured the default.

21 36. At present, Plaintiffs' principal investment of \$75,000 appears to be completely lost
22 as VCC and Mr. Robinson have refused to return the funds.

23 37. Unbeknownst to Plaintiff, Retire Happy and Stoll were compensated by VCC for
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1 soliciting investors like Plaintiff despite the fact that Retire Happy and Stoll were not
2 employees of VCC.

3 38. In addition to the improper solicitation, neither VCC nor Retire Happy ever provided
4 Plaintiff with a private placement memorandum or “audited financials” detailing VCC’s
5 financial status, or risk factors, or proposed use of the funds. Furthermore, none of the
6 Defendants ever informed Julie Minuskin, owner of Retire Happy was a convicted felon, a
7 material omission. Had Plaintiff been informed of this material fact, he would never have
8 agreed to invest with Stoll, Retire Happy or VCC.

9 39. Pursuant to NRS §90.295 the eighteen month promissory note purchased by Plaintiff
10 are securities. Because VCC did not have a pre-existing relationship with Plaintiff and
11 relied on Stoll, who was neither an employee of VCC, nor a licensed sales representative
12 of a broker dealer, the sale of the VCC Note was done in violation of the Nevada
13 Securities Laws, specifically NRS §§90.310, 90.460 and 90.660.

14 40. None of the Defendants ever apprised Plaintiff of the true financial condition of the
15 VCC Defendants; the actual use of the funds invested, and never provided Plaintiff with
16 audited financial statements reflecting the solvency of VCC, any legal actions against it,
17 the risk factors or Minuskin’s criminal background. They also failed to inform Plaintiff
18 that Retire Happy was an unlicensed broker dealer, and as a result, that he was entitled to
19 rescind the purchase. These were material omissions

20 41. Neither Stoll nor any of the Defendants ever informed Plaintiff that he had a right to
21 rescind his transaction as a result of VCC’s use of a “general solicitation” to sell their
22 private placement of securities. This was a material omission.

23 42. In addition to the material omissions described above, Neither Stoll, VCC, nor
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1 Robinson disclosed the amount of compensation that would be paid to Stoll.

2 43. And as a further misrepresentation, Stoll and Robinson impliedly represented that the
3 VCC shares were being sold in compliance with all state and federal securities laws.

4 44. As to Yoder and Davis, they provided material assistance by (respectively) putting
5 together the PowerPoint presentations to show to prospective investors and providing Stoll
6 with the preprinted notes. If Robinson's sworn testimony is to be believed, that both
7 Yoder and Davis knowingly included Robinson's guarantee without obtaining his
8 authorization, then both Yoder and Davis have engaged in fraud against Plaintiff.

9
10 LEGAL BASIS UPON WHICH RELIEF SHOULD BE GRANTED

11 COUNT ONE – FRAUD, MISREPRESENTATIONS AND OMISSIONS

12 45. Plaintiff incorporates paragraphs 1 through 44, above, as though fully set forth herein.

13 46. The following misrepresentations and omissions were made to the Plaintiff by unlicensed
14 third party sales representative Stoll, and Robinson, in furtherance of acts undertaken and
15 authorized by Defendants, and relied on by Plaintiff in making the investment.

- 16 • Defendants, through their actions, lead Plaintiff to believe that the sales of the
17 promissory notes through Stoll and Retire Happy were in compliance with all
18 federal and state requirements. In fact, the VCC Notes were unregistered securities
19 sold through a general solicitation, via an unlicensed broker dealer, and were
20 therefore unlawfully sold in Nevada;
 - 21 • That Plaintiff was entitled to audited financials and a current private placement
22 memorandum detailing material facts on the VCC offering, such as use of funds,
23 an accounting, disclosure of the background of the principals and risk factors.
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1 Plaintiff did not receive this information from Stoll, Retire Happy, or the
2 Defendants;

- 3 • Defendant Stoll misled Plaintiff by representing to him that Ronald Robinson
4 personally guaranteed the promissory note. According to sworn testimony from
5 Robinson, he never intended to make, nor ever made such guarantees;
- 6 • That Julie Minuskin, owner of Retire Happy was a convicted felon. A reasonable
7 investor would consider this a material piece of information when deciding
8 whether to invest;
- 9 • That Stoll and Retire Happy were unlicensed to sell or offer to sell securities in
10 Nevada and Kansas.

11
12 47. The following fraudulent acts were done by Yoder and Davis:

- 13 • By Davis: Sending Retire Happy preprinted Notes with Robinson's signed
14 guarantee for use in soliciting investors (including Plaintiff). If Robinson is to be
15 believed, Davis sent these presigned Notes without Robinson's authorization, and
16 without obtaining his consent to use the Notes for capital raising purposes. The
17 use of this unauthorized Note document resulted in Plaintiff being misled about the
18 financial backing behind the transaction, and he would not have invested had
19 Davis and Stoll informed him that Robinson did not intend to guarantee the
20 transaction
- 21 • By Yoder: Creating and overseeing the use of VCC's PowerPoint presentations
22 that were used by VCC and Retire Happy to solicit investors. If Robinson is to be
23 believed, Yoder included Robinson's personal guarantee and net worth information
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1 in the presentations without Robinson's knowledge or authorization. Since Yoder
2 was aware that VCC was providing the presentations to Retire Happy for use to
3 solicit prospective investors, if Robinson is to be believed, Yoder's use of
4 Robinson's guarantee resulted in material misrepresentations being made to VCC
5 Note purchasers regarding Robinson's guarantee

6 48. These misrepresentations and omissions were material, and resulted in Plaintiff being
7 misled about the true nature of the VCC note investments. Plaintiff relied in good faith on
8 the misrepresentations and omissions to his detriment.

9 49. The result of these misrepresentations and omissions is that Plaintiff was induced to
10 purchase the VCC investments. Had Defendants provided truthful information to Plaintiff,
11 Plaintiff would not have invested in the VCC notes.

12 50. The purchase of the VCC investments has resulted in a loss of over \$75,000.

13 COUNT TWO - VIOLATION OF NEVADA UNIFORM SECURITIES ACT §§ NRS

14 90.310, 90.460 and 90.660

15 51. Plaintiff incorporates paragraphs 1 through 44, above, as though fully set forth herein.

16 52. At all times mentioned herein Stoll and Retire Happy acted as sales and marketing
17 representatives for VCC.

18 53. At all times mentioned herein Mr. Robinson and Mr. Rodriguez were control persons
19 for VCC.

20 54. At all times mentioned herein the VCC promissory notes purchased by Plaintiff were
21 securities within the definitions of the Nevada Securities Act.

22 55. At all times mentioned herein the VCC promissory notes were neither registered
23 pursuant to the Nevada Securities Act, nor exempt from registration.

1 56. At all times mentioned herein, neither Stoll, nor Retire Happy were licensed to sell
2 securities, nor exempt from licensing pursuant to NRS 90.310.

3 57. At all times mentioned herein the VCC Defendants sold unregistered securities
4 through unlicensed sales representatives (Stoll and Retire Happy) via a general
5 solicitation, in violation of the Nevada Securities Act.

6 58. Plaintiff hereby tenders the securities he purchased to Defendants and demands
7 damages and attorney's fees according to proof.

8 COUNT THREE - VIOLATION OF NEVADA UNIFORM SECURITIES ACT §§

9 NRS 90.570 and 90.660

10 59. Plaintiff incorporates paragraphs 1 through 44, above, as though fully set forth herein.

11 60. At all times mentioned herein Defendants withheld material information about the
12 VCC investment and the VCC corporation as described above. Had this information
13 been disclosed to Plaintiff prior to the time he made his investments, he would not
14 have purchased the VCC notes.

15 61. At all times mentioned herein Davis and Yoder materially aided in the VCC Note
16 transaction by providing information and the forms necessary to complete the
17 transaction to Retire Happy (and then to Stoll), whom they knew were raising money
18 for VCC.

19 62. At all times mentioned herein, Rodriguez and Robinson were control persons for
20 VCC.

21 63. Defendants VCC and Robinson also failed to inform Plaintiff that by using Retire
22 Happy to market the VCC shares, they were engaging in a "general solicitation" of
23 securities, in violation of state and federal securities laws. This was a material
24

omission because Plaintiff would not have invested in the VCC share transactions had he known that VCC was violating the law in offering the securities to him.

64. Defendants also failed to tell Plaintiff that Julie Minuskin, owner of Retire Happy was a convicted felon. This was a material omission. Any reasonable investor would want to know that the firm they were relying on for investment advice was run by a convicted felon.

65. At all times mentioned herein, If Robinson is to be believed Davis and Yoder acted outside the scope of their employment by materially misrepresenting the nature of the guarantee on the Note offering. Yoder and Davis played significant roles in the transaction by providing detailed marketing materials to Retire Happy and providing the actual Notes for their use in soliciting clients. Both Yoder and Davis knew that Retire Happy and their prospective Note purchasers would be relying on Robinson's guarantee contained in the PowerPoint presentation and in the preprinted notes. Despite this knowledge, if Robinson is to be believed, neither Yoder, nor Davis obtained Robinson's permission to include his guarantee as part of the PowerPoint presentation or the preprinted Note transaction

66. By reason of the conduct alleged herein, Defendants knowingly and/or recklessly, directly and indirectly have violated the Nevada securities laws in that they made untrue statements of material facts, and omitted to state material facts necessary in order to their statements, in light of the circumstances under which they were made, not misleading, and sold unregistered investments through unlicensed sales representatives.

67. Plaintiff hereby tenders the securities he purchased to Defendants and demands

1 damages and attorney's fees according to proof.

2 COUNT FOUR – BREACH OF WRITTEN CONTRACT

3 68. Plaintiff incorporates paragraphs 1 through 44, above, as though fully set forth herein.

4 69. The VCC promissory note was a written contract. Pursuant to the terms of this
5 contract, Defendant VCC was to make monthly payments to Plaintiff throughout the
6 eighteen month term.

7 70. Defendant VCC has not made monthly payments since February, 2015, and Plaintiff,
8 pursuant to the terms of the note, provided notice of default to VCC on August 26,
9 2017. Defendants had ten days to cure the default, and they have failed to cure within
10 that time. As a result, the note provides that all interest and principal payments would
11 accelerate.

12 71. Plaintiff provided valuable, bargained for consideration by agreeing to loan money to
13 VCC in exchange for Defendants' promise to pay on the dates specified.

14 72. Plaintiff has not excused Defendants' payment obligations, nor has he provided any
15 extension for Defendants to make the payments. There are no conditions precedent,
16 and Plaintiff has performed all acts required to trigger Defendants' obligations to pay.

17 73. Defendant Robinson guaranteed VCC's obligations under the contracts, and is liable to
18 the same extent as VCC to Plaintiff for the breach of contract.

19 74. As a result of Defendants' failure to honor the contracts, Plaintiff has suffered
20 damages.

21
22 Wherefore Plaintiff prays for a joint and several judgment against Defendants as follows:

23 **FIRST CLAIM FOR RELIEF**

1. Damages in excess of \$10,000.00;
2. Attorneys' fees and costs;
3. For a finding by the court that VCC is the alter ego of Wintech; and
4. Such other and further relief as the Court deems just and proper

SECOND CLAIM FOR RELIEF

1. Damages in excess of \$10,000.00;
2. Attorneys' fees and costs;
3. For a finding by the court that VCC is the alter ego of Wintech; and
4. Such other and further relief as the Court deems just and proper

THIRD CLAIM FOR RELIEF

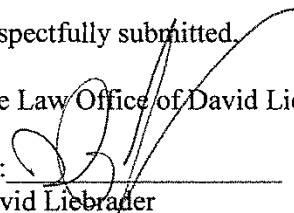
1. Damages in excess of \$10,000.00;
2. Attorneys' fees and costs;
3. For a finding by the court that VCC is the alter ego of Wintech; and
4. Such other and further relief as the Court deems just and proper

FOURTH CLAIM FOR RELIEF

1. Damages in excess of \$10,000.00;
2. Attorneys' fees and costs;
3. For a finding by the court that VCC is the alter ego of Wintech; and
4. Such other and further relief as the Court deems just and proper

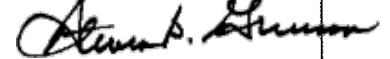
Dated: September 28, 2017 Respectfully submitted,

The Law Office of David Liebrader, Inc.

By: 
David Liebrader

Attorney for Plaintiff

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5 601 S. RANCHO DR. STE. D-29
6 LAS VEGAS, NV 89106
7 PH: (702) 380-3131
8 Attorney for Plaintiff

6 DISTRICT COURT
7 CLARK COUNTY, NEVADA

9 IN THE MATTER BETWEEN) Case No. A-17-763003-C
10 Anthony White,)
11 PLAINTIFF,) Dept.: Department 24
12 v.) CLASS ACTION COMPLAINT
13 Ronald J. Robinson, Vernon Rodriguez, Virtual) EXEMPT FROM ARBITRATION:
14 Communications Corporation, Wintech, LLC, Frank) EXCEEDS JURISDICTIONAL
15 Yoder, Alisa Davis and DOES 1-10 and ROES 1-) MINIMUM
16 10, inclusively,)
17 DEFENDANTS) JURY TRIAL DEMANDED

18 COMES NOW, Plaintiff Anthony White, on behalf of himself and all others similarly situated
19 (the "Class" or "Class Members") to bring this class action complaint against Defendants.
20 This class action complaint seeks damages related to Defendant Virtual Communications
21 Corporation's offer and sale of 9% promissory notes through an unregistered offering, made in
22 violation of the Nevada Securities laws. Defendant Ron Robinson guaranteed the notes,
23 which are now in default. All of the Class Members are purchasers of the same notes, made
24 via the same unregistered offering.

25 INTRODUCTION
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THE PARTIES

1. Plaintiff Anthony White ("Mr. White" or "Plaintiff") is a 39 year old man living in Dakula, Georgia.

2. At all times relevant herein Defendant Virtual Communications Corporation ("VCC") was a Nevada corporation doing business in Clark County, Nevada.

3. At all times relevant herein Defendant Wintech, LLC ("Wintech") was a Nevada company doing business in Clark County, Nevada.

4. At all times relevant herein Defendant Ronald J. Robinson ("Mr. Robinson") was, on information and belief, a resident of Nevada, and doing business through VCC and Wintech in Clark County, Nevada.

5. At all times relevant herein Defendant Vernon Rodriguez ("Mr. Rodriguez") was, on information and belief, a resident of Nevada, doing business in Clark County, and a corporate officer of Wintech and VCC.

6. At all times relevant herein Defendant Frank Yoder ("Mr. Yoder") was, on information and belief, a resident of Nevada, and doing business in Clark County, Nevada.

7. At all times relevant herein Defendant Alisa Davis ("Ms. Davis") was, on information and belief, a resident of Nevada, and doing business in Clark County, Nevada.

8. That the true names and capacities, whether individual, corporate, associate or otherwise, of Defendants DOES I-X and ROE CORPORATIONS I-X are unknown to Plaintiff who, therefore, sues said Defendants by said fictitious names. Plaintiff is informed and believes and thereon alleges that each of the Defendants designated as DOES and ROES are responsible in some manner for the events and happenings referred to and caused damages proximately to Plaintiff as herein alleged or are parties having

1 ownership interests in entities owned or controlled by Defendants. Plaintiff will ask leave
2 of the Court to amend this Complaint to insert the true names and capacities of DOES I-X
3 and ROE CORPORATIONS I-X when same have been ascertained and to join such
4 Defendants in this action.

5 9. Jurisdiction and venue is appropriate in District Court for the County of Clark in that
6 both Wintech and VCC were/ are Nevada corporations with business addresses on Warm
7 Springs Rd. in Las Vegas, NV and Defendants Robinson, Rodriguez, Davis and Yoder all
8 worked for VCC and Wintech at all times relevant to the facts in this complaint.

9 Furthermore, this class action complaint meets the requirements of NRCP 23 (See pages
10 10-13, *infra*).

11
12 FACTUAL BACKGROUND GIVING RISE TO THIS CLAIM

13 10. This is an action for the recovery of investment losses. The investment at issue is an
14 unregistered security in the form of a promissory note that was marketed and sold by
15 Defendants through a "general solicitation" in violation of the Nevada securities laws.
16 The investment is a short term promissory note issued by a VCC, and personally
17 guaranteed by Defendant Robinson.

18 11. VCC has defaulted on its payment obligations, which called for it to make monthly
19 payments of nine percent interest to Plaintiffs and all the class members. VCC has not
20 made payments to Plaintiff since February, 2015. On April 10, 2017, Class representative
21 Plaintiff Anthony White sent notice of default to VCC and Mr. Robinson demanding the
22 overdue payments. To date neither VCC nor Robinson has responded to the letter, or cured
23 the default. In addition, Plaintiff is informed and believes and thereon alleges at numerous
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1 members of the Class have also sent default demand letters to Defendants which have
2 been ignored.

3 12. Defendant Robinson is the chief executive officer of VCC and is a “control person”
4 under the Nevada securities laws. Mr. Robinson also personally guaranteed the
5 promissory note purchased by the Class Members.

6 13. Defendant Rodriguez is an officer and director of VCC and is a “control person”
7 under the Nevada securities laws.

8 14. Plaintiff is informed and believes and thereon alleges that at all relevant times herein
9 there existed a unity of interest and ownership between VCC and Wintech such that any
10 corporate individuality and separateness between VCC and Wintech has ceased and that
11 VCC is the alter ego of Wintech. Wintech and its officers so completely dominated,
12 controlled and managed the operations of VCC (which existed solely as a fund raising
13 vehicle for Wintech’s technology, the ALICE receptionist) that VCC functioned as a mere
14 instrumentality and conduit through which Wintech operated.

15 15. Furthermore, per Vern Rodriguez' sworn testimony in a separate matter VCC had
16 “zero employees,” VCC “didn’t have day to day operations,” and VCC’s Note offering
17 “was used to provide funding for Wintech’s activities.”

18 16. Wintech used VCC as a means to receive money from investors, while avoiding
19 responsibility for repaying them under the terms of the Notes. As a result, Wintech
20 through its officers, Robinson and Rodriguez directed VCC and Wintech to perpetrate a
21 fraud and circumvent the interests of justice. Adherence to the fiction of the existence of
22 VCC as an entity separate and distinct from Wintech would permit an abuse of the
23 corporate privilege and would sanction fraud and promote injustice in that Plaintiff and
24

1 prospective Class Members would be denied a full and fair recovery in the event the assets
2 of VCC are insufficient to satisfy a judgment entered against it.

3 17. Defendants VCC and Robinson relied on an outside fund raiser, an unregistered
4 broker dealer known as "Retire Happy" to go out to the investment community with its
5 unlicensed sales representatives, to bring potential investors to VCC to invest in the
6 company's securities. These agents of Retire Happy were not employees of VCC, nor
7 were they licensed to sell securities in the state of Nevada, or in any other state.

8 18. Plaintiff is a 39 year old man who lives in Dakula, Georgia. Plaintiff runs a small
9 internet business selling specialty shoes on line. Sometime in 2013, Plaintiff began
10 receiving solicitations to make investments with money from his retirement account.
11 Plaintiff believes these solicitations came from the sale of his personal information as a
12 result of him setting up his own on line business.

13 19. One of these solicitations was from a company called Retire Happy, which was an
14 unlicensed broker dealer based in Clark County that had contracted with VCC to sell the
15 9% promissory notes that are the subject of this claim.

16 20. Retire Happy's pitch was that Plaintiff should move his funds to a self-directed IRA
17 account, where he (Plaintiff) would be able to invest in non-traditional investments that
18 paid a higher rate of interest.

19 21. Prior to receiving the call from Retire Happy, Plaintiff had never met anyone at that
20 company, nor any of the Defendants affiliated with VCC or Wintech. There was no "pre-
21 existing relationship" between Plaintiff and any of the Defendants.

22 22. Nevertheless, Retire Happy, through their team of unregistered sales representatives
23 began discussing an opportunity to make nine percent by loaning money to a company that
24

1 they were familiar with; Virtual Communications Corp.

2 23. Retire Happy's agents told Plaintiff that VCC was looking to borrow money for
3 eighteen months and would pay Plaintiff monthly interest of nine percent until maturity.
4 They also told Plaintiff that VCC was a startup telecommunications company that had a
5 unique product that would revolutionize the marketplace. This product was the ALICE
6 technology, presently marketed by Wintech. Retire Happy told Plaintiff that VCC's
7 financial prospects were bright, and they only needed a short term "bridge loan" until they
8 did a large public offering of stock. To seal the deal, Retire Happy told Plaintiff that the
9 CEO of the company, Ronald Robinson was prepared to personally guarantee the
10 investment.

11 24. As a result of the promised nine percent interest, the representations regarding the
12 financial stability and prospects of the company, and Mr. Robinson's guarantee, Plaintiff
13 and Class Members agreed to purchase the VCC securities.

14 25. Defendant Alisa Davis authorized Retire Happy to keep preprinted VCC promissory
15 notes, signed and guaranteed by Ronald Robinson (Davis' grandfather) in Retire Happy's
16 office, where they could input prospective investor's names and the dollar amount
17 invested into the "blank" sections on the contract.

18 26. Although the preprinted, pre-signed and pre-guaranteed notes all bear Ronald
19 Robinson's signature, Robinson claims that own Granddaughter - Ms. Davis- was not
20 authorized to provide those preprinted contracts to Retire Happy, and that Ms. Davis did
21 so without Robinson's knowledge or permission.

22 27. Ms. Davis also provided Retire Happy with three different power point presentations
23 related to, and in furtherance of VCC's Note offering whereby the personal guarantee of
24

1 Ronald Robinson is touted, as is his substantial multimillion dollar net worth.

2 28. According to Ronald Robinson, these power point presentations were prepared by
3 Frank Yoder, who was an officer for VCC at the time. Pursuant to sworn deposition
4 testimony, Robinson has stated that Frank Yoder was not authorized to include Mr.
5 Robinson's guarantee as part of the three separate presentations, and further, that
6 Robinson was unaware that Yoder was including the section on Robinson's personal
7 guarantee in the presentations.

8 29. If Robinson is to be believed, that Alisa Davis and Frank Yoder acted without his
9 authorization and knowledge, then the end result is that Yoder and Davis intentionally
10 mislead VCC Note purchasers, including Plaintiff, by leading them to believe that the
11 Notes were guaranteed, when they were not.

12 30. In reality, Robinson, Rodriguez, VCC and Wintech were all aware that money was
13 being raised by Retire Happy via the promissory note offering (as well as the terms), as
14 money came in to VCC as a result of Retire Happy's efforts. Furthermore, VCC paid the
15 Class Member investors the specific amount stated under the notes until default, further
16 undermining Robinson's claim that he was unaware of the offering. In any event, VCC,
17 Wintech and its officers and control persons received the benefits of the fund raise, and
18 acted consistent with all of the agreed upon terms.

19 31. Robinson's guarantee was a material aspect of the Note transaction, Plaintiff and
20 Class Members would not have invested without this guarantee.

21 32. On or around January 16, 2014 Plaintiff invested \$20,000 into a VCC nine percent
22 promissory note with a maturity of eighteen months. Robinson agreed to guarantee the
23 note.

1 33. After making the nine percent interest payments for 2014, VCC abruptly stopped
2 making payments in 2015. The last payment Plaintiff received was in February, 2015. On
3 April 10, 2017, Plaintiff sent a letter to VCC and Robinson notifying them that they were
4 in default, and giving them ten days to cure. As of the time of the filing of the complaint,
5 Defendants had not cured the default.

6 34. Since payments stopped to Plaintiff and the Class Members in February, 2015 they
7 have received periodic updates from VCC promising them that they would be receiving
8 their money back as a result of fund raising efforts by VCC. Plaintiff and Class Members
9 were also told they would be offered the opportunity to redeem their Notes for shares in
10 the soon to be profitable company. These promises, made by Robinson and Vern
11 Rodriguez were nothing more than stall and delay tactics, designed to prevent Plaintiff and
12 the Class Members from filing a lawsuit to recover their funds. Plaintiff and the Class
13 Members relied to their detriment on these repeated promises of forthcoming repayment,
14 which resulted in them delaying bringing this action in hopes that Defendants would
15 follow through on their promises.

16 35. At present, Plaintiff's principal investment appears to be completely lost as VCC
17 and Mr. Robinson have refused to return the funds.

18 36. Unbeknownst to Plaintiff, Retire Happy was compensated by VCC for soliciting
19 investors like Plaintiff despite the fact that Retire Happy was not an employee of VCC.

20 37. In addition to the improper solicitation, neither VCC nor Retire Happy ever provided
21 Class Members Plaintiffs with a private placement memorandum or "audited financials"
22 detailing VCC's financial status, or risk factors, or proposed use of the funds.

23 Furthermore, none of the Defendants ever informed Plaintiff that Julie Minuskin, owner of
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1 Retire Happy was a convicted felon, a material omission. Had Plaintiff been informed of
2 this material fact, he would never have agreed to invest in the Note Offering.

3 38. Pursuant to NRS §90.295 the eighteen month promissory notes purchased by Plaintiff
4 is a security. Because VCC did not have a pre-existing relationship with Plaintiff and
5 relied on Retire Happy, which was neither an employee of VCC, nor a licensed sales
6 representative of a broker dealer, the sale of the VCC Notes was done in violation of the
7 Nevada Securities Laws, specifically NRS §§90.310, 90.460 and 90.660.

8 39. None of the Defendants ever apprised Plaintiff of the true financial condition of the
9 VCC Defendants; the actual use of the funds invested, and never provided Plaintiffs with
10 audited financial statements reflecting the solvency of VCC, any legal actions against it,
11 the risk factors or Minuskin's criminal background. They also failed to inform Plaintiff
12 that Retire Happy was an unlicensed broker dealer, and as a result, that he was entitled to
13 rescind the purchase. These were material omissions

14 40. Defendants never informed Plaintiffs that they had a right to rescind their transactions
15 as a result of VCC's use of a "general solicitation" to sell their private placement of
16 securities. This was a material omission.

17 41. As a further misrepresentation, Retire Happy and Robinson impliedly represented
18 that the VCC Notes were being sold in compliance with all state and federal securities
19 laws.

20 42. As to Yoder and Davis, they materially aided the transaction by (respectively) putting
21 together the PowerPoint presentations to show to prospective investors and providing
22 Retire Happy with the preprinted notes. If Robinson's sworn testimony is to be believed,
23 that both Yoder and Davis knowingly included Robinson's guarantee without obtaining
24

1 his authorization, then both Yoder and Davis have perpetrated a fraud against the Plaintiff
2 and the prospective class.

3 BASIS FOR CLASS ACTION

4 43. Plaintiff brings this action pursuant to NRCP 23 on behalf of himself and a class of
5 similarly situated investors in the 9% VCC Notes. The class Plaintiff seeks to represent is
6 comprised of and identified as follows: **All purchasers of VCC's 9% Promissory Notes**
7 **bearing the signed guarantee of Ron Robinson** ("the Class"). Specifically excluded
8 from the class are:

- 9 a. Defendants, their officers, directors agents and employees;
- 10 b. Any person who has filed non-class legal actions against Defendants herein
11 based upon claims identical or substantially similar to those alleged herein, and
12 any person who has entered into a valid waiver and release of legal claims
13 against Defendants herein upon claims identical or substantially similar to
14 those alleged in this compliant.

15 44. This class action meets the statutory prerequisites for the maintenance of a class
16 actions set forth in Rule 23 in that the class is comprised of dozens of person
17 geographically dispersed, many of whom have relatively small dollar losses (i.e. under
18 \$25,000) such that joinder of all persons is impractical, and the resolution of their claims
19 in a class action forum will benefit the parties and the court.

20 45. Defendants have acted with respect to Plaintiff and the members of the putative class
21 in a manner that is generally applicable to each of them. Plaintiffs are further informed
22 and believe and thereon allege that there is a well-defined community of interest in the
23 questions of law and fact involved affecting all parties to be represented. Common
24

1 questions of law and fact predominate over questions that may affect individual members
2 of the class, which include, without limitation the following:

- 3 **a. Whether VCC is in default under the terms of the 9% Notes;**
- 4 **b. Whether Ronald Robinson is liable for the personal guarantee that**
5 **appears on the Notes;**
- 6 **c. Whether the 9% Notes were unregistered securities sold in violation of**
7 **Nevada law;**
- 8 **d. Whether the use of Retire Happy as a sales and marketing agent resulted**
9 **in any securities registration exemption claimed by VCC (or to be**
10 **claimed) becoming null and void; and,**
- 11 **e. Whether the failure to disclose that Julie Minuskin of Retire Happy was a**
12 **felon, and served time in prison was a material omission of fact justifying**
13 **rescission.**

14 46. The claims of Plaintiff are typical of the claims of the prospective class in that he
15 purchased the 9% Note guaranteed by Ron Robinson via a solicitation by Retire Happy.
16 The claims of Plaintiff and the prospective class are based upon the same legal theories
17 and arise from the same actionable conduct, in the same Note offering, resulting in the
18 same injury to Plaintiff and the members of prospective class. The class action is the best
19 available method for the efficient adjudication of this litigation because individual
20 litigation of class claims would be impractical, and individual litigation would be unduly
21 burdensome to the courts.

22 47. Plaintiff and members of the class have suffered irreparable harm as a result of
23 Defendants' actionable conduct. Because of the size of many of the individual claims
24

1 most class members could not afford to seek legal redress for the wrongs identified in the
2 complaint. Without the class action vehicle Defendants would be permitted to retain the
3 proceeds of their unlawful securities offering, as they refuse to repay the funds loaned by
4 Plaintiff and the prospective class members.

5 48. Further, individual litigation has the potential to result in inconsistent or contradictory
6 judgments. A class action in this case presents fewer management problems and provides
7 the benefits of a single adjudication, economies of scale and comprehensive supervision
8 by a single court. Absent a class action most of the prospective class members would find
9 the costs of litigating their claims to be prohibitive, and will have no effective remedy.
10 The class treatment of common questions of law and fact is also superior to multiple
11 individual actions or piecemeal litigation in that it conserves the resources of the courts
12 and the litigants, and promotes consistency and efficiency of adjudication. A class action
13 is superior to other available methods for the fair and efficient adjudication of the
14 controversy. The litigation without a class would allow litigation claims that in view of
15 the expense of litigation may be insufficient in amount to support separate actions,
16 especially for those individuals who purchased in smaller dollar amounts in sister states.
17 Lastly the prosecution of separate actions by individual members of the class would create
18 a risk of

- 19 a. Inconsistent or varying adjudications with respect to individual members of a
20 respective class which would establish incompatible standards of conduct for
21 the party opposing the prospective class; and,
22 b. Adjudications with respect to individual members of the prospective class
23 which would as a practical matter be dispositive of the interests of the other
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1 members not parties to the adjudication or substantially impair their ability to
2 protect their interests.

3 49. Plaintiff will fairly and adequately represent and protect the interests of the members
4 of the prospective class. Plaintiff has retained counsel with experience in prosecuting
5 complex litigation, and who has already resolved one case with these same Defendants in
6 Clark County District court, with two additional related matters pending in this court.
7 Plaintiff's counsel has deposed the principals of VCC, including Ronald Robinson in these
8 separate matters, and has conducted extensive discovery on the underlying issues. This
9 wealth of information will be a benefit to Plaintiff and the class members

10 50. Plaintiff and Plaintiff's counsel are committed to vigorously prosecuting this action
11 on behalf of the other prospective class members and have the financial resources to do so.
12 Neither Plaintiff nor Plaintiff's counsel have any adverse interest to those of the other
13 prospective class members.

14
15 LEGAL BASIS UPON WHICH RELIEF SHOULD BE GRANTED

16 COUNT ONE – FRAUD, MISREPRESENTATIONS AND OMISSIONS

17 51. Plaintiff incorporates paragraphs 1 through 50, above, as though fully set forth herein.

18 52. The following misrepresentations and omissions were made to the Plaintiff by agents of
19 the unlicensed third party sales representative Retire Happy, and Robinson, in furtherance
20 of acts undertaken and authorized by Defendants, and relied on by Plaintiff in making the
21 investment.

- 22 • Defendants, through their actions, lead Plaintiff to believe that the sales of the
23 promissory notes through Retire Happy were in compliance with all federal and

1 state requirements. In fact, the VCC Notes were unregistered securities sold
2 through a general solicitation, via an unlicensed broker dealer, and were therefore
3 unlawfully sold in Nevada;

- 4 • That Plaintiff was entitled to audited financials and a current private placement
5 memorandum detailing material facts on the VCC offering, such as use of funds,
6 an accounting, disclosure of the background of the principals and risk factors.
7 Plaintiff did not receive this information from Retire Happy, or the Defendants;
- 8 • Defendants mislead Plaintiff by representing to them that Ronald Robinson
9 personally guaranteed the promissory note. According to sworn testimony from
10 Robinson, he never intended to make, nor ever made such guarantees;
- 11 • That Julie Minuskin, owner of Retire Happy was a convicted felon. A reasonable
12 investor would consider this a material piece of information when deciding
13 whether to invest;
- 14 • That Retire Happy was unlicensed to sell or offer to sell securities in Nevada and
15 anywhere else in the United States.

16
17 53. The following fraudulent acts were done by Yoder and Davis:

- 18 • By Davis: Sending Retire Happy preprinted Notes with Robinson's signed
19 guarantee for use in soliciting investors (including Plaintiff). If Robinson is to be
20 believed, Davis sent these presigned Notes without Robinson's authorization, and
21 without obtaining his consent to use the Notes for capital raising purposes. The
22 use of this unauthorized Note document resulted in Plaintiff and Class Members
23 being misled about the financial backing behind the transaction, and they would
24

1 not have invested had Davis and Stoll informed them that Robinson did not intend
2 to guarantee the transactions;

- 3 • By Yoder: Creating and overseeing the use of VCC's PowerPoint presentations
4 that were used by VCC and Retire Happy to solicit investors. If Robinson is to be
5 believed, Yoder included Robinson's personal guarantee and net worth information
6 in the presentations without Robinson's knowledge or authorization. Since Yoder
7 was aware that VCC was providing the presentations to Retire Happy for use to
8 solicit prospective investors, if Robinson is to be believed, Yoder's use of
9 Robinson's guarantee resulted in material misrepresentations being made to VCC
10 Note purchasers regarding Robinson's guarantee

11 54. These misrepresentations and omissions were material, and resulted in Class Members and
12 Plaintiff being misled about the true nature of the VCC note investments. Class Members
13 and Plaintiff relied in good faith on the misrepresentations and omissions to their
14 detriment.

15 55. The result of these misrepresentations and omissions is that Class Members and Plaintiff
16 were induced to purchase the VCC investments. Had Defendants provided truthful
17 information, Class Members and Plaintiff would not have invested in the VCC notes.

18 56. The purchase of the VCC investments has resulted in monetary loss.

19 COUNT TWO - VIOLATION OF NEVADA UNIFORM SECURITIES ACT §§ NRS

20 90.310, 90.460 and 90.660

21 57. Plaintiff incorporates paragraphs 1 through 50, above, as though fully set forth herein.

22 58. At all times mentioned herein Retire Happy acted as sales and marketing
23 representative for VCC.
24
25
26

1 59. At all times mentioned herein Mr. Robinson and Mr. Rodriguez were control persons
2 for VCC.

3 60. At all times mentioned herein the VCC promissory notes purchased by Class Members
4 and Plaintiff were securities within the definitions of the Nevada Securities Act.

5 61. At all times mentioned herein the VCC promissory notes were neither registered
6 pursuant to the Nevada Securities Act, nor exempt from registration.

7 62. At all times mentioned herein, neither Retire Happy nor any of its employees were
8 licensed to sell securities, nor exempt from licensing pursuant to NRS 90.310.

9 63. At all times mentioned herein the VCC Defendants sold unregistered securities
10 through unlicensed sales representatives via a general solicitation, in violation of the
11 Nevada Securities Act.

12 64. Plaintiff (and Class members) hereby tender(s) the VCC securities purchased to
13 Defendants, and demands damages and attorney's fees according to proof.

14 COUNT THREE - VIOLATION OF NEVADA UNIFORM SECURITIES ACT §§

15 NRS 90.570 and 90.660

16 65. Plaintiff incorporates paragraphs 1 through 50, above, as though fully set forth herein.

17 66. At all times mentioned herein Defendants withheld material information about the
18 VCC investment and the VCC Corporation as described above. Had this information
19 been disclosed to Plaintiff prior to the time he made his investment, he would not have
20 purchased the VCC notes.

21 67. At all times mentioned herein Davis and Yoder materially aided in the VCC Note
22 transaction by providing information and the forms necessary to complete the
23 transaction to Retire Happy, whom they knew were raising money for VCC.
24
25
26

- 1 68. At all times mentioned herein, Rodriguez and Robinson were control persons for
2 VCC.
- 3 69. Defendants VCC and Robinson failed to inform Plaintiff that by using Retire Happy to
4 market the VCC Notes, they were engaging in a “general solicitation” of securities, in
5 violation of state and federal securities laws. This was a material omission because
6 Plaintiff would not have invested in the VCC share transactions had he known that
7 VCC was violating the law in offering the securities to him.
- 8 70. Defendants also failed to tell Plaintiff that Julie Minuskin, owner of Retire Happy was
9 a convicted felon. This was a material omission. Any reasonable investor would want
10 to know that the firm they were relying on for investment advice was run by a
11 convicted felon.
- 12 71. At all times mentioned herein, If Robinson is to be believed Davis and Yoder acted
13 outside the scope of their employment by materially misrepresenting the nature of the
14 guarantee on the Note offering. Yoder and Davis materially aided the unlawful
15 transaction by providing detailed marketing materials to Retire Happy and providing
16 the actual Notes for their use in soliciting clients. Both Yoder and Davis knew that
17 Retire Happy and their prospective Note purchasers would be relying on Robinson’s
18 guarantee contained in the PowerPoint presentation and in the preprinted notes.
19 Despite this knowledge, if Robinson is to be believed, neither Yoder, nor Davis
20 obtained Robinson’s permission to include his guarantee as part of the PowerPoint
21 presentation or the preprinted Note transaction
- 22 72. By reason of the conduct alleged herein, Defendants knowingly and/or recklessly,
23 directly and indirectly have violated the Nevada securities laws in that they made
24
25
26

1 untrue statements of material facts, and omitted to state material facts necessary in
2 order to their statements, in light of the circumstances under which they were made,
3 not misleading, and sold unregistered investments through unlicensed sales
4 representatives.

- 5 73. Plaintiff (and Class Members) hereby tender(s) the securities he purchased to
6 Defendants and demands damages and attorney's fees according to proof.

7 COUNT FOUR – BREACH OF WRITTEN CONTRACT

- 8 74. Plaintiff incorporates paragraphs 1 through 50, above, as though fully set forth herein.

- 9 75. The VCC promissory note was a written contract. Pursuant to the terms of this
10 contract, Defendant VCC was to make monthly payments to Plaintiff throughout the
11 eighteen month term.

- 12 76. Defendant VCC has not made monthly payments since February, 2015, and Plaintiff,
13 pursuant to the terms of the note, provided notice of default to VCC on April 10, 2017.
14 Defendants had ten days to cure the default, and they have failed to cure within that
15 time. As a result, the note provides that all interest and principal payments would
16 accelerate.

- 17 77. Plaintiff (as did all Class Members) provided valuable, bargained for consideration by
18 agreeing to loan money to VCC in exchange for Defendants' promise to pay on the
19 dates specified.

- 20 78. Plaintiff has not excused Defendants' payment obligations, nor has he provided any
21 extension for Defendants to make the payments. There are no conditions precedent,
22 and Plaintiff has performed all acts required to trigger Defendants' obligations to pay.

- 23 79. Defendant Robinson guaranteed VCC's obligations under the contracts, and is liable to
24

1 the same extent as VCC to Plaintiff for the breach of contract.

2 80. As a result of Defendants' failure to honor the contracts, Plaintiff has suffered
3 damages.

4
5 Wherefore Plaintiff prays for a joint and several judgment against Defendants as follows:

6 FIRST CLAIM FOR RELIEF

- 7 1. Damages in excess of \$10,000.00;
8 2. Attorneys' fees and costs;
9 3. For a finding by the court that VCC is the alter ego of Wintech; and
10 4. Such other and further relief as the Court deems just and proper

11 SECOND CLAIM FOR RELIEF

- 12 1. Damages in excess of \$10,000.00;
13 2. Attorneys' fees and costs;
14 3. For a finding by the court that VCC is the alter ego of Wintech; and
15 4. Such other and further relief as the Court deems just and proper

16 THIRD CLAIM FOR RELIEF

- 17 1. Damages in excess of \$10,000.00;
18 2. Attorneys' fees and costs;
19 3. For a finding by the court that VCC is the alter ego of Wintech; and
20 4. Such other and further relief as the Court deems just and proper

21 FOURTH CLAIM FOR RELIEF

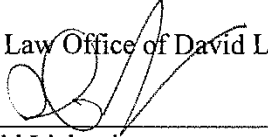
- 22 1. Damages in excess of \$10,000.00;
23 2. Attorneys' fees and costs;

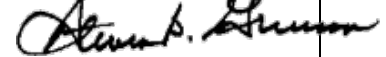
- 1 3. For a finding by the court that VCC is the alter ego of Wintech; and
2 4. Such other and further relief as the Court deems just and proper
3

4 Dated: October 12, 2017

Respectfully submitted,

5 The Law Office of David Liebrader, Inc.

6 By: 
7 David Liebrader
8 Attorney for Plaintiff
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ANS
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Attorney for Defendant Vernon Rodriguez

**EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA**

STEVEN A. HOTCHKISS,
Plaintiff,

v.

RONALD J. ROBINSON; VERNON
RODRIGUEZ; VIRTUAL COMMUNICATIONS
CORPORATION; WINTECH, LLC; RETIRE
HAPPY, LLC; JOSH STOLL; FRANK YODER;
ALISA DAVIS; and DOES 1-10 and ROES 1-10,
INCLUSIVELY;
Defendants.

CASE NO. A-17-762264-C
DEPT NO. VIII

**DEFENDANT VERNON
RODRIGUEZ'S ANSWER TO
PLAINTIFF'S COMPLAINT**

Defendant VERNON RODRIGUEZ ("Rodriguez"), by and through counsel, hereby
answers the claims asserted by the above-captioned plaintiff ("Plaintiff") in his complaint
filed on September 28, 2017, as follows:

INTRODUCTION / THE PARTIES

1. Rodriguez has no information as to the truth of the matter asserted, and denies
on that basis.

2. Admit.

3. Admit.

4. Admit as to belief that Defendant Robinson is a resident of Nevada; deny as to
any implication of "doing business through VCC and Wintech" except in a corporate
capacity.

5. Admit the Rodriguez is a resident of Clark County, Nevada, and that he is
currently an officer of Virtual Communications Corporation ("VCC"). Deny that

1 Rodriguez was an officer of VCC in 2014 when Plaintiff signed the promissory note. Deny
2 that Rodriguez is or was an officer of Wintech, LLC.

3 6. Rodriguez has no information as to the truth of the matter asserted, and denies
4 on that basis.

5 7. Rodriguez has no information as to the truth of the matter asserted, and denies
6 on that basis.

7 8. Rodriguez has no information as to the truth of the matter asserted, and denies
8 on that basis.

9 9. Rodriguez has no information as to the truth of the matter asserted, and denies
10 on that basis.

11 10. Rodriguez has no information as to the truth of the matter asserted, and denies
12 on that basis.

13 11. This allegation is a legal conclusion, and no response is required. To the
14 extent that any is so required, Rodriguez denies.

15 **FACTUAL BACKGROUND GIVING RISE TO THIS CLAIM**

16 12. Plaintiff's Complaint speaks for itself.

17 13. Admit.

18 14. Admit that Defendant Robinson is the chief executive officer of VCC. With
19 respect to Defendant Robinson's status as a "control person" under Nevada securities laws,
20 or whether he personally guaranteed Plaintiff's promissory note, those are legal conclusions,
21 and thus no response is required; to the extent that any response is so required, Rodriguez has
22 no personal knowledge as to the answer to that legal question, and denies on that basis.

23 15. Admit that Rodriguez is currently an officer and director of VCC. Deny that
24 Rodriguez was an officer of VCC in 2014 when Plaintiff was communicating with Retire
25 Happy or when he signed the promissory note. Deny that Rodriguez was a "control person"
26 under Nevada securities, laws, for the relevant times in the complaint.

27 16. Deny.

28 17. Admit that those statements were made in a testimony, and that those
statements are true.

18. Deny.

1 19. Admit as to Retire Happy. Rodriguez has no information as to the truth of the
2 matter asserted as to Mr. Stoll, and denies on that basis.

3 20. Rodriguez has no information as to the truth of the matter asserted, and denies
4 on that basis.

5 21. Rodriguez has no information as to the truth of the matter asserted, and denies
6 on that basis.

7 22. Rodriguez has no information as to the truth of the matter asserted, and denies
8 on that basis.

9 23. Admit that there was no pre-existing relationship between Plaintiff and any of
10 the Defendants, to the best of Rodriguez's knowledge.

11 24. Rodriguez has no information as to the truth of the matter asserted, and denies
12 on that basis.

13 25. Rodriguez has no information as to the truth of the matter asserted, and denies
14 on that basis.

15 26. Rodriguez has no information as to the truth of the matter asserted, and denies
16 on that basis.

17 27. Rodriguez has no information as to the truth of the matter asserted, and denies
18 on that basis.

19 28. Rodriguez has no information as to the truth of the matter asserted, and denies
20 on that basis.

21 29. Rodriguez has no information as to the truth of the matter asserted, and denies
22 on that basis.

23 30. Rodriguez has no information as to the truth of the matter asserted, and denies
24 on that basis.

25 31. Rodriguez has no information as to the truth of the matter asserted, and denies
26 on that basis.

27 32. Admit that money came into VCC from Retire Happy's efforts. Admit that
28 some interest payments were made to holders of the promissory notes. Deny as to all else.

 33. Rodriguez has no information as to the truth of the matter asserted, and denies
on that basis.

 34. Admit as to the note. With respect to whether Robinson personally
guaranteed Plaintiff's promissory note, that is a legal conclusion, and thus no response is

1 required; to the extent that any response is so required, Rodriguez has no personal knowledge
2 as to the answer to that legal question, and denies on that basis.

3 35. Admit.

4 36. Deny.

5 37. Admit that Retire Happy earned a commission. Rodriguez has no information
6 as to the truth of the matter asserted with respect to Mr. Stoll, and denies on that basis.

7 38. Admit that no PPM or audited financials were produced. Deny all else,
8 including that VCC ever directly solicited Plaintiff.

9 39. Deny.

10 40. Deny.

11 41. Deny.

12 42. Rodriguez has no information as to the truth of the matter asserted, and denies
13 on that basis.

14 43. Rodriguez has no information as to the truth of the matter asserted, and denies
15 on that basis.

16 44. Rodriguez has no information as to the truth of the matter asserted, and denies
17 on that basis.

18 COUNT 1

19 45. Rodriguez incorporates his responses to paragraphs 1-44 above.

20 46. Deny.

21 47. Rodriguez has no information as to the truth of the matter asserted, and denies
22 on that basis.

23 48. Deny.

24 49. Deny.

25 50. Deny.

26 COUNT 2

27 51. Rodriguez incorporates his responses to paragraphs 1-44 above.

28 52. This allegation is a legal conclusion, and no response is required. To the
extent that any is so required, Rodriguez denies.

53. Deny.

54. Deny.

AFFIRMATIVE DEFENSES

- i. With respect to Count 1, Plaintiff has failed to properly plead this cause of action as against Rodriguez, because the Complaint fails to identify, with specificity, and fraudulent statement or act made by Rodriguez which would give rise to a judicable controversy between these parties.
- ii. With respect to Counts 2 and 3, Plaintiff has failed to properly plead this cause of action as against Rodriguez, because Rodriguez was not an officer of, or a control person of, VCC at any relevant time.
- iii. With respect to Counts 2 and 3, Plaintiff has failed to properly plead this cause of action as against Rodriguez, because Rodriguez did not participate in the issuance of the alleged securities.
- iv. With respect to Counts 2 and 3, Plaintiff has failed to properly plead this cause of action as against Rodriguez, because Plaintiff's promissory note is not a security under Nevada law.
- v. With respect to Counts 2 and 3, Plaintiff cannot "tender the securities" to Rodriguez, because (i) Plaintiff's note is not a security, and (ii) Rodriguez was not the alleged issuer.
- vi. With respect to Counts 2 and 3, Plaintiff has failed to properly plead this cause of action as against Rodriguez, because the Complaint fails to identify, with specificity, any statement or act made by Rodriguez relating to the issuance of the alleged security, or the alleged solicitation made to Plaintiff.
- vii. With respect to Count 4, Plaintiff has failed to properly plead this cause of action as against Rodriguez, because neither the note nor the alleged personal guarantee was a contractual obligation of Rodriguez.
- viii. With respect to all counts, Plaintiff has failed to properly plead this cause of action as against Rodriguez, and thus is not entitled to any attorney's fees from this Defendant.
- ix. Rodriguez asserts contributory negligence against co-defendants Josh Stoll and Retire Happy, LLC.
- x. Plaintiff is barred from relief against Rodriguez because the alleged note is not a valid contract.
- xi. Plaintiff is barred from relief against Rodriguez because the solicitation was made by Josh Stoll and Retire Happy, LLC.
- xii. Plaintiff's damages and injury were caused by the actions and inactions of a fellow servant, namely, Josh Stoll and Retire Happy, LLC, which were Plaintiff's financial advisor.
- xiii. Plaintiff is barred from relief against Rodriguez because the borrower on the alleged note is Provident Trust, not Plaintiff.
- xiv. By signing a non-original document, Plaintiff has waived his rights to sue on the causes of action in the complaint.

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CERTIFICATE OF SERVICE

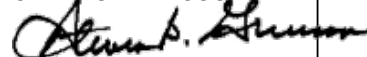
I hereby certify that, on October 25, 2017, I caused to be served the foregoing document on the following persons and entities, using the means so indicated:

☒ **BY US MAIL to:**

DAVID LIRBRADER, ESQ
THE LAW OFFICES OF DAVID LIEBRADER, APC
601 S RANCHO DR STE D-29
LAS VEGAS, NV 89106

DATED: October 25, 2017

/s/ Robert Atkinson
ROBERT ATKINSON, ESQ.
Attorney for Defendant Vernon Rodriguez



1 **ANS**
2 HAROLD P. GEWERTER, ESQ.
3 Nevada Bar No. 499
4 HAROLD P. GEWERTER, ESQ., LTD.
5 1212 So. Casino Center Blvd.
6 Las Vegas Nevada 89104
7 Telephone: (702) 382-1714
8 Fax: (702) 382-1759
9 Email: harold@gewerterlaw.com
10 Attorney for Defendant Tri State Towing

11
12 **DISTRICT COURT**
13 **CLARK COUNTY, NEVADA**

14 IN THE MATTER BETWEEN,

15 Anthony White

16 PLAINTIFF,

17 vs.

18 Ronald J. Robinson, Vernon Rodriguez,
19 Virtual Communications Corporation,
20 Wintech, LLC, Frank Yoder, Alisa Davis, and
21 DOES 1-10 AND ROES 1-10, inclusively,

22 DEFENDANTS.

23 **CASE NO.: A-17-763003-C**
24 **DEPT. NO.: 24**

25 **ANSWER TO COMPLAINT**

26 Defendant VERNON RODRIGUEZ, by and through its attorney of record, HAROLD P.
27 GEWERTER, ESQ., of the law offices of HAROLD P. GEWERTER, ESQ., LTD., herewith
28 files it Answer and Affirmative Defenses, as follows:

Defendant denies each and every allegation of Plaintiff's Complaint except those
allegations which are herein specifically admitted, qualified, or otherwise answered.

This answering Defendant denies that Plaintiff is entitled to any recovery, and Defendant
requests that Plaintiff's Complaint be dismissed with prejudice on the merits.

1 1. The Defendant is without sufficient knowledge or information as to the truth or
2 falsity of the allegations contained in paragraph 1 of the Complaint and therefore, denies each
3 and every allegation contained in said paragraph.

4 2. Defendant admits the allegations contained in paragraph 2 of the Complaint.

5 3. Defendant admits the allegations contained in paragraph 3 of the Complaint.

6 4. The Defendant is without sufficient knowledge or information as to the truth or
7 falsity of the allegations contained in paragraph 4 of the Complaint and therefore, denies each
8 and every allegation contained in said paragraph.

9 5. The Defendant is without sufficient knowledge or information as to the truth or
10 falsity of the allegations contained in paragraph 5 of the Complaint and therefore, denies each
11 and every allegation contained in said paragraph.

12 6. The Defendant is without sufficient knowledge or information as to the truth or
13 falsity of the allegations contained in paragraph 6 of the Complaint and therefore, denies each
14 and every allegation contained in said paragraph.

15 7. The Defendant is without sufficient knowledge or information as to the truth or
16 falsity of the allegations contained in paragraph 7 of the Complaint and therefore, denies each
17 and every allegation contained in said paragraph.

18 8. Defendant denies the allegations contained in paragraph 8 of the Complaint.

19 9. The Defendant is without sufficient knowledge or information as to the truth or
20 falsity of the allegations contained in paragraph 9 of the Complaint and therefore, denies each
21 and every allegation contained in said paragraph.

22 10. Defendant denies the allegations contained in paragraph 10 of the Complaint.

23 11. The Defendant is without sufficient knowledge or information as to the truth or
24 falsity of the allegations contained in paragraph 11 of the Complaint and therefore, denies each
25 and every allegation contained in said paragraph.

26 12. Defendant denies the allegations contained in paragraph 12 of the Complaint.

27 13. Defendant denies the allegations contained in paragraph 13 of the Complaint.

1 14. Defendant denies the allegations contained in paragraph 14 of the Complaint.
2 15. The Defendant is without sufficient knowledge or information as to the truth or
3 falsity of the allegations contained in paragraph 15 of the Complaint and therefore, denies each
4 and every allegation contained in said paragraph.
5 16. Defendant denies the allegations contained in paragraph 16 of the Complaint.
6 17. The Defendant is without sufficient knowledge or information as to the truth or
7 falsity of the allegations contained in paragraph 17 of the Complaint and therefore, denies each
8 and every allegation contained in said paragraph.
9 18. The Defendant is without sufficient knowledge or information as to the truth or
10 falsity of the allegations contained in paragraph 18 of the Complaint and therefore, denies each
11 and every allegation contained in said paragraph.
12 19. The Defendant is without sufficient knowledge or information as to the truth or
13 falsity of the allegations contained in paragraph 19 of the Complaint and therefore, denies each
14 and every allegation contained in said paragraph.
15 20. The Defendant is without sufficient knowledge or information as to the truth or
16 falsity of the allegations contained in paragraph 20 of the Complaint and therefore, denies each
17 and every allegation contained in said paragraph.
18 21. The Defendant is without sufficient knowledge or information as to the truth or
19 falsity of the allegations contained in paragraph 21 of the Complaint and therefore, denies each
20 and every allegation contained in said paragraph.
21 22. The Defendant is without sufficient knowledge or information as to the truth or
22 falsity of the allegations contained in paragraph 22 of the Complaint and therefore, denies each
23 and every allegation contained in said paragraph.
24 23. The Defendant is without sufficient knowledge or information as to the truth or
25 falsity of the allegations contained in paragraph 23 of the Complaint and therefore, denies each
26 and every allegation contained in said paragraph.
27 24. The Defendant is without sufficient knowledge or information as to the truth or
28 falsity of the allegations contained in paragraph 24 of the Complaint and therefore, denies each

1 and every allegation contained in said paragraph.

2 25. Defendant denies the allegations contained in paragraph 25 of the Complaint.

3 26. The Defendant is without sufficient knowledge or information as to the truth or
4 falsity of the allegations contained in paragraph 26 of the Complaint and therefore, denies each
5 and every allegation contained in said paragraph.

6 27. The Defendant is without sufficient knowledge or information as to the truth or
7 falsity of the allegations contained in paragraph 27 of the Complaint and therefore, denies each
8 and every allegation contained in said paragraph.

9 28. The Defendant is without sufficient knowledge or information as to the truth or
10 falsity of the allegations contained in paragraph 28 of the Complaint and therefore, denies each
11 and every allegation contained in said paragraph.

12 29. The Defendant is without sufficient knowledge or information as to the truth or
13 falsity of the allegations contained in paragraph 29 of the Complaint and therefore, denies each
14 and every allegation contained in said paragraph.

15 30. The Defendant is without sufficient knowledge or information as to the truth or
16 falsity of the allegations contained in paragraph 30 of the Complaint and therefore, denies each
17 and every allegation contained in said paragraph.

18 31. Defendant denies the allegations contained in paragraph 31 of the Complaint.

19 32. The Defendant is without sufficient knowledge or information as to the truth or
20 falsity of the allegations contained in paragraph 32 of the Complaint and therefore, denies each
21 and every allegation contained in said paragraph.

22 33. The Defendant is without sufficient knowledge or information as to the truth or
23 falsity of the allegations contained in paragraph 32 of the Complaint and therefore, denies each
24 and every allegation contained in said paragraph.

25 34. The Defendant is without sufficient knowledge or information as to the truth or
26 falsity of the allegations contained in paragraph 34 of the Complaint and therefore, denies each
27 and every allegation contained in said paragraph.

28 35. The Defendant is without sufficient knowledge or information as to the truth or

1 falsity of the allegations contained in paragraph 35 of the Complaint and therefore, denies each
2 and every allegation contained in said paragraph.

3 36. The Defendant is without sufficient knowledge or information as to the truth or
4 falsity of the allegations contained in paragraph 36 of the Complaint and therefore, denies each
5 and every allegation contained in said paragraph.

6 37. The Defendant is without sufficient knowledge or information as to the truth or
7 falsity of the allegations contained in paragraph 37 of the Complaint and therefore, denies each
8 and every allegation contained in said paragraph.

9 38. The Defendant is without sufficient knowledge or information as to the truth or
10 falsity of the allegations contained in paragraph 38 of the Complaint and therefore, denies each
11 and every allegation contained in said paragraph.

12 39. The Defendant is without sufficient knowledge or information as to the truth or
13 falsity of the allegations contained in paragraph 39 of the Complaint and therefore, denies each
14 and every allegation contained in said paragraph.

15 40. The Defendant is without sufficient knowledge or information as to the truth or
16 falsity of the allegations contained in paragraph 40 of the Complaint and therefore, denies each
17 and every allegation contained in said paragraph.

18 41. The Defendant is without sufficient knowledge or information as to the truth or
19 falsity of the allegations contained in paragraph 41 of the Complaint and therefore, denies each
20 and every allegation contained in said paragraph.

21 42. Defendant denies the allegations contained in paragraph 42 of the Complaint.

22 43. Defendant denies the allegations contained in paragraph 43 of the Complaint.

23 44. Defendant denies the allegations contained in paragraph 44 of the Complaint.

24 45. Defendant denies the allegations contained in paragraph 45 of the Complaint.

25 46. Defendant denies the allegations contained in paragraph 46 of the Complaint.

26 47. Defendant denies the allegations contained in paragraph 47 of the Complaint.

27 48. Defendant denies the allegations contained in paragraph 48 of the Complaint.

28 49. Defendant denies the allegations contained in paragraph 49 of the Complaint.

1 50. Defendant denies the allegations contained in paragraph 50 of the Complaint.
2 51. Defendant denies the allegations contained in paragraph 51 of the Complaint.
3 52. The Defendant is without sufficient knowledge or information as to the truth or
4 falsity of the allegations contained in paragraph 52 of the Complaint and therefore, denies each
5 and every allegation contained in said paragraph.
6 53. The Defendant is without sufficient knowledge or information as to the truth or
7 falsity of the allegations contained in paragraph 53 of the Complaint and therefore, denies each
8 and every allegation contained in said paragraph.
9 54. Defendant denies the allegations contained in paragraph 54 of the Complaint.
10 55. Defendant denies the allegations contained in paragraph 55 of the Complaint.
11 56. Defendant denies the allegations contained in paragraph 56 of the Complaint.
12 57. Defendant denies the allegations contained in paragraph 57 of the Complaint.
13 58. The Defendant is without sufficient knowledge or information as to the truth or
14 falsity of the allegations contained in paragraph 58 of the Complaint and therefore, denies each
15 and every allegation contained in said paragraph.
16 59. The Defendant is without sufficient knowledge or information as to the truth or
17 falsity of the allegations contained in paragraph 59 of the Complaint and therefore, denies each
18 and every allegation contained in said paragraph.
19 60. Defendant denies the allegations contained in paragraph 60 of the Complaint.
20 61. Defendant denies the allegations contained in paragraph 61 of the Complaint.
21 62. The Defendant is without sufficient knowledge or information as to the truth or
22 falsity of the allegations contained in paragraph 62 of the Complaint and therefore, denies each
23 and every allegation contained in said paragraph.
24 63. Defendant denies the allegations contained in paragraph 63 of the Complaint.
25 64. Defendant denies the allegations contained in paragraph 64 of the Complaint.
26 65. Defendant denies the allegations contained in paragraph 65 of the Complaint.
27 66. Defendant denies the allegations contained in paragraph 66 of the Complaint.
28 67. Defendant denies the allegations contained in paragraph 67 of the Complaint.

1 68. Defendant denies the allegations contained in paragraph 68 of the Complaint.

2 69. The Defendant is without sufficient knowledge or information as to the truth or
3 falsity of the allegations contained in paragraph 69 of the Complaint and therefore, denies each
4 and every allegation contained in said paragraph.

5 70. The Defendant is without sufficient knowledge or information as to the truth or
6 falsity of the allegations contained in paragraph 70 of the Complaint and therefore, denies each
7 and every allegation contained in said paragraph.

8 71. The Defendant is without sufficient knowledge or information as to the truth or
9 falsity of the allegations contained in paragraph 71 of the Complaint and therefore, denies each
10 and every allegation contained in said paragraph.

11 72. Defendant denies the allegations contained in paragraph 72 of the Complaint.

12 73. Defendant denies the allegations contained in paragraph 73 of the Complaint.

13 74. Defendant denies the allegations contained in paragraph 74 of the Complaint.

14 75. The Defendant is without sufficient knowledge or information as to the truth or
15 falsity of the allegations contained in paragraph 75 of the Complaint and therefore, denies each
16 and every allegation contained in said paragraph.

17 76. The Defendant is without sufficient knowledge or information as to the truth or
18 falsity of the allegations contained in paragraph 76 of the Complaint and therefore, denies each
19 and every allegation contained in said paragraph.

20 77. The Defendant is without sufficient knowledge or information as to the truth or
21 falsity of the allegations contained in paragraph 77 of the Complaint and therefore, denies each
22 and every allegation contained in said paragraph.

23 78. The Defendant is without sufficient knowledge or information as to the truth or
24 falsity of the allegations contained in paragraph 78 of the Complaint and therefore, denies each
25 and every allegation contained in said paragraph.

26 79. Defendant denies the allegations contained in paragraph 79 of the Complaint.

27 80. Defendant denies the allegations contained in paragraph 80 of the Complaint.

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AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

Plaintiff's Complaint on file herein fails to state a claim against this answering Defendant upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

That it has been necessary for the Defendant to retain the services of an attorney to defend this action and Defendant is entitled to an award of reasonable attorney's fees and costs incurred herein.

THIRD AFFIRMATIVE DEFENSE

Pursuant to NRCP Rule 11, all possible affirmative defenses may not have been alleged herein insofar as sufficient facts are not available after reasonable inquiry upon the filing of the Plaintiff's Complaint, and therefore, these answering Defendants reserve the right to amend this Answer to add additional affirmative defenses as additional facts are discovered.

FOURTH AFFIRMATIVE DEFENSE

The alleged investments referenced in the Complaint do not constitute a security under law.

DATED this 13th day of November, 2017.

HAROLD P. GEWERTER, ESQ., LTD.

Harold P. Gewerter, Esq.
HAROLD P. GEWERTER, ESQ.
Nevada Bar No. 499
1212 S. Casino Center Blvd.
Las Vegas, Nevada 89104
Attorney for Defendant Vernon Rodriguez

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CERTIFICATE OF MAILING

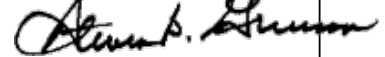
Certification is hereby made that a true and correct copy of the foregoing **ANSWER TO COMPLAINT** was served this 13th day of November, 2017, in the following manner:

 X By being placed into an envelope bearing First Class Postage and placed into the U.S. Mails, this same date, addressed to the following individuals;

 X By being served via email and to the following individuals at their last known email address, this same date, as follows:

David Liebrader, Esq.
THE LAW OFFICES OF DAVID
LIEBRADER, APC
601 S. Rancho Dr., Ste. D-29
Las Vegas, Nevada 89106
Email: dliebrader@gmail.com

/s/: S. Howard
An Employee of
Harold P. Gewerter, Esq., Ltd.



1 **ANS**
2 HAROLD P. GEWERTER, ESQ.
3 Nevada Bar No. 499
4 HAROLD P. GEWERTER, ESQ., LTD.
5 1212 So. Casino Center Blvd.
6 Las Vegas Nevada 89104
7 Telephone: (702) 382-1714
8 Fax: (702) 382-1759
9 Email: harold@gewerterlaw.com
10 Attorney for Defendants Tri State Towing

11
12 **DISTRICT COURT**
13 **CLARK COUNTY, NEVADA**

14 IN THE MATTER BETWEEN,
15
16 Anthony White

17 **PLAINTIFF,**

18 vs.

19 Ronald J. Robinson, Vernon Rodriguez,
20 Virtual Communications Corporation,
21 Wintech, LLC, Frank Yoder, Alisa Davis, and
22 DOES 1-10 AND ROES 1-10, inclusively,

23 **DEFENDANTSS.**

CASE NO.: A-17-763003-C
DEPT. NO.: 24

DEFENDANTSS VIRTUAL
COMMUNICATIONS CORPORATION'S
AND WINTECH'S ANSWER TO
COMPLAINT

24 Defendantss VIRTUAL COMMUNICATIONS CORPORATON and WINTECH, by
25 and through their attorney of record, HAROLD P. GEWERTER, ESQ., of the law offices of
26 HAROLD P. GEWERTER, ESQ., LTD., herewith file their Answer and Affirmative Defenses,
27 as follows:

28 Defendantss deny each and every allegation of Plaintiff's Complaint except those
allegations which are herein specifically admitted, qualified, or otherwise answered.

These answering Defendantss deny that Plaintiff is entitled to any recovery, and
Defendantss request that Plaintiff's Complaint be dismissed with prejudice on the merits.

1 1. The Defendants are without sufficient knowledge or information as to the truth or
2 falsity of the allegations contained in paragraph 1 of the Complaint and therefore, deny each and
3 every allegation contained in said paragraph.

4 2. Defendants admit the allegations contained in paragraph 2 of the Complaint.

5 3. Defendants admit the allegations contained in paragraph 3 of the Complaint.

6 4. The Defendants are without sufficient knowledge or information as to the truth or
7 falsity of the allegations contained in paragraph 4 of the Complaint and therefore, deny each and
8 every allegation contained in said paragraph.

9 5. The Defendants are without sufficient knowledge or information as to the truth or
10 falsity of the allegations contained in paragraph 5 of the Complaint and therefore, deny each and
11 every allegation contained in said paragraph.

12 6. The Defendants are without sufficient knowledge or information as to the truth or
13 falsity of the allegations contained in paragraph 6 of the Complaint and therefore, deny each and
14 every allegation contained in said paragraph.

15 7. The Defendants are without sufficient knowledge or information as to the truth or
16 falsity of the allegations contained in paragraph 7 of the Complaint and therefore, deny each and
17 every allegation contained in said paragraph.

18 8. Defendants deny the allegations contained in paragraph 8 of the Complaint.

19 9. The Defendants are without sufficient knowledge or information as to the truth or
20 falsity of the allegations contained in paragraph 9 of the Complaint and therefore, deny each and
21 every allegation contained in said paragraph.

22 10. Defendants deny the allegations contained in paragraph 10 of the Complaint.

23 11. The Defendants are without sufficient knowledge or information as to the truth or
24 falsity of the allegations contained in paragraph 11 of the Complaint and therefore, deny each
25 and every allegation contained in said paragraph.

26 12. Defendants deny the allegations contained in paragraph 12 of the Complaint.

27 13. Defendants deny the allegations contained in paragraph 13 of the Complaint.

1 14. Defendants deny the allegations contained in paragraph 14 of the Complaint.

2 15. The Defendants are without sufficient knowledge or information as to the truth or
3 falsity of the allegations contained in paragraph 15 of the Complaint and therefore, deny each
4 and every allegation contained in said paragraph.

5 16. Defendants deny the allegations contained in paragraph 16 of the Complaint.

6 17. The Defendants are without sufficient knowledge or information as to the truth or
7 falsity of the allegations contained in paragraph 17 of the Complaint and therefore, deny each
8 and every allegation contained in said paragraph.

9 18. The Defendants are without sufficient knowledge or information as to the truth or
10 falsity of the allegations contained in paragraph 18 of the Complaint and therefore, deny each
11 and every allegation contained in said paragraph.

12 19. The Defendants are without sufficient knowledge or information as to the truth or
13 falsity of the allegations contained in paragraph 19 of the Complaint and therefore, deny each
14 and every allegation contained in said paragraph.

15 20. The Defendants are without sufficient knowledge or information as to the truth or
16 falsity of the allegations contained in paragraph 20 of the Complaint and therefore, deny each
17 and every allegation contained in said paragraph.

18 21. The Defendants are without sufficient knowledge or information as to the truth or
19 falsity of the allegations contained in paragraph 21 of the Complaint and therefore, deny each
20 and every allegation contained in said paragraph.

21 22. The Defendants are without sufficient knowledge or information as to the truth or
22 falsity of the allegations contained in paragraph 22 of the Complaint and therefore, deny each
23 and every allegation contained in said paragraph.

24 23. The Defendants are without sufficient knowledge or information as to the truth or
25 falsity of the allegations contained in paragraph 23 of the Complaint and therefore, deny each
26 and every allegation contained in said paragraph.

27 24. The Defendants are without sufficient knowledge or information as to the truth or
28 falsity of the allegations contained in paragraph 24 of the Complaint and therefore, deny each

1 and every allegation contained in said paragraph.

2 25. Defendants deny the allegations contained in paragraph 25 of the Complaint.

3 26. The Defendants are without sufficient knowledge or information as to the truth or
4 falsity of the allegations contained in paragraph 26 of the Complaint and therefore, deny each
5 and every allegation contained in said paragraph.

6 27. The Defendants are without sufficient knowledge or information as to the truth or
7 falsity of the allegations contained in paragraph 27 of the Complaint and therefore, deny each
8 and every allegation contained in said paragraph.

9 28. The Defendants are without sufficient knowledge or information as to the truth or
10 falsity of the allegations contained in paragraph 28 of the Complaint and therefore, deny each
11 and every allegation contained in said paragraph.

12 29. The Defendants are without sufficient knowledge or information as to the truth or
13 falsity of the allegations contained in paragraph 29 of the Complaint and therefore, deny each
14 and every allegation contained in said paragraph.

15 30. The Defendants are without sufficient knowledge or information as to the truth or
16 falsity of the allegations contained in paragraph 30 of the Complaint and therefore, deny each
17 and every allegation contained in said paragraph.

18 31. Defendants deny the allegations contained in paragraph 31 of the Complaint.

19 32. The Defendants are without sufficient knowledge or information as to the truth or
20 falsity of the allegations contained in paragraph 32 of the Complaint and therefore, deny each
21 and every allegation contained in said paragraph.

22 33. The Defendants are without sufficient knowledge or information as to the truth or
23 falsity of the allegations contained in paragraph 32 of the Complaint and therefore, deny each
24 and every allegation contained in said paragraph.

25 34. The Defendants are without sufficient knowledge or information as to the truth or
26 falsity of the allegations contained in paragraph 34 of the Complaint and therefore, deny each
27 and every allegation contained in said paragraph.

28 35. The Defendants are without sufficient knowledge or information as to the truth or

1 falsity of the allegations contained in paragraph 35 of the Complaint and therefore, deny each
2 and every allegation contained in said paragraph.

3 36. The Defendants are without sufficient knowledge or information as to the truth or
4 falsity of the allegations contained in paragraph 36 of the Complaint and therefore, deny each
5 and every allegation contained in said paragraph.

6 37. The Defendants are without sufficient knowledge or information as to the truth or
7 falsity of the allegations contained in paragraph 37 of the Complaint and therefore, deny each
8 and every allegation contained in said paragraph.

9 38. The Defendants are without sufficient knowledge or information as to the truth or
10 falsity of the allegations contained in paragraph 38 of the Complaint and therefore, deny each
11 and every allegation contained in said paragraph.

12 39. The Defendants are without sufficient knowledge or information as to the truth or
13 falsity of the allegations contained in paragraph 39 of the Complaint and therefore, deny each
14 and every allegation contained in said paragraph.

15 40. The Defendants are without sufficient knowledge or information as to the truth or
16 falsity of the allegations contained in paragraph 40 of the Complaint and therefore, deny each
17 and every allegation contained in said paragraph.

18 41. The Defendants are without sufficient knowledge or information as to the truth or
19 falsity of the allegations contained in paragraph 41 of the Complaint and therefore, deny each
20 and every allegation contained in said paragraph.

21 42. Defendants deny the allegations contained in paragraph 42 of the Complaint.

22 43. Defendants deny the allegations contained in paragraph 43 of the Complaint.

23 44. Defendants deny the allegations contained in paragraph 44 of the Complaint.

24 45. Defendants deny the allegations contained in paragraph 45 of the Complaint.

25 46. Defendants deny the allegations contained in paragraph 46 of the Complaint.

26 47. Defendants deny the allegations contained in paragraph 47 of the Complaint.

27 48. Defendants deny the allegations contained in paragraph 48 of the Complaint.

28 49. Defendants deny the allegations contained in paragraph 49 of the Complaint.

1 50. Defendants deny the allegations contained in paragraph 50 of the Complaint.
2 51. Defendants deny the allegations contained in paragraph 51 of the Complaint.
3 52. The Defendants are without sufficient knowledge or information as to the truth or
4 falsity of the allegations contained in paragraph 52 of the Complaint and therefore, deny each
5 and every allegation contained in said paragraph.
6 53. The Defendants are without sufficient knowledge or information as to the truth or
7 falsity of the allegations contained in paragraph 53 of the Complaint and therefore, deny each
8 and every allegation contained in said paragraph.
9 54. Defendants deny the allegations contained in paragraph 54 of the Complaint.
10 55. Defendants deny the allegations contained in paragraph 55 of the Complaint.
11 56. Defendants deny the allegations contained in paragraph 56 of the Complaint.
12 57. Defendants deny the allegations contained in paragraph 57 of the Complaint.
13 58. The Defendants are without sufficient knowledge or information as to the truth or
14 falsity of the allegations contained in paragraph 58 of the Complaint and therefore, deny each
15 and every allegation contained in said paragraph.
16 59. The Defendants are without sufficient knowledge or information as to the truth or
17 falsity of the allegations contained in paragraph 59 of the Complaint and therefore, deny each
18 and every allegation contained in said paragraph.
19 60. Defendants deny the allegations contained in paragraph 60 of the Complaint.
20 61. Defendants deny the allegations contained in paragraph 61 of the Complaint.
21 62. The Defendants are without sufficient knowledge or information as to the truth or
22 falsity of the allegations contained in paragraph 62 of the Complaint and therefore, deny each
23 and every allegation contained in said paragraph.
24 63. Defendants deny the allegations contained in paragraph 63 of the Complaint.
25 64. Defendants deny the allegations contained in paragraph 64 of the Complaint.
26 65. Defendants deny the allegations contained in paragraph 65 of the Complaint.
27 66. Defendants deny the allegations contained in paragraph 66 of the Complaint.
28 67. Defendants deny the allegations contained in paragraph 67 of the Complaint.

1 68. Defendants deny the allegations contained in paragraph 68 of the Complaint.

2 69. The Defendants are without sufficient knowledge or information as to the truth or
3 falsity of the allegations contained in paragraph 69 of the Complaint and therefore, deny each
4 and every allegation contained in said paragraph.

5 70. The Defendants are without sufficient knowledge or information as to the truth or
6 falsity of the allegations contained in paragraph 70 of the Complaint and therefore, deny each
7 and every allegation contained in said paragraph.

8 71. The Defendants are without sufficient knowledge or information as to the truth or
9 falsity of the allegations contained in paragraph 71 of the Complaint and therefore, deny each
10 and every allegation contained in said paragraph.

11 72. Defendants deny the allegations contained in paragraph 72 of the Complaint.

12 73. Defendants deny the allegations contained in paragraph 73 of the Complaint.

13 74. Defendants deny the allegations contained in paragraph 74 of the Complaint.

14 75. The Defendants are without sufficient knowledge or information as to the truth or
15 falsity of the allegations contained in paragraph 75 of the Complaint and therefore, deny each
16 and every allegation contained in said paragraph.

17 76. The Defendants are without sufficient knowledge or information as to the truth or
18 falsity of the allegations contained in paragraph 76 of the Complaint and therefore, deny each
19 and every allegation contained in said paragraph.

20 77. The Defendants are without sufficient knowledge or information as to the truth or
21 falsity of the allegations contained in paragraph 77 of the Complaint and therefore, deny each
22 and every allegation contained in said paragraph.

23 78. The Defendants are without sufficient knowledge or information as to the truth or
24 falsity of the allegations contained in paragraph 78 of the Complaint and therefore, deny each
25 and every allegation contained in said paragraph.

26 79. Defendants deny the allegations contained in paragraph 79 of the Complaint.

27 80. Defendants deny the allegations contained in paragraph 80 of the Complaint.

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AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

Plaintiff's Complaint on file herein fails to state a claim against these answering Defendants upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

That it has been necessary for the Defendants to retain the services of an attorney to defend this action and Defendants are entitled to an award of reasonable attorney's fees and costs incurred herein.

THIRD AFFIRMATIVE DEFENSE

Pursuant to NRCP Rule 11, all possible affirmative defenses may not have been alleged herein insofar as sufficient facts are not available after reasonable inquiry upon the filing of the Plaintiff's Complaint, and therefore, these answering Defendants reserve the right to amend this Answer to add additional affirmative defenses as additional facts are discovered.

FOURTH AFFIRMATIVE DEFENSE

The alleged investments referenced in the Complaint do not constitute a security under law.

DATED this 22nd day of November, 2017.

HAROLD P. GEWERTER, ESQ., LTD.

Harold P. Gewerter, Esq.
HAROLD P. GEWERTER, ESQ.
Nevada Bar No. 499
1212 S. Casino Center Blvd.
Las Vegas, Nevada 89104
Attorney for Defendants Vernon Rodriguez

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CERTIFICATE OF MAILING

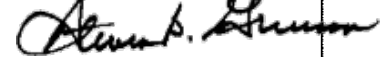
Certification is hereby made that a true and correct copy of the foregoing **DEFENDANTSS**
VIRTUAL COMMUNICATIONS CORPORATION’S AND WINTECH’S ANSWER TO
COMPLAINT was served this 13th day of November, 2017, in the following manner:

 X By being placed into an envelope bearing First Class Postage and placed into the
U.S. Mails, this same date, addressed to the following individuals;

 X By being served via email and to the following individuals at their last known
email address, this same date, as follows:

David Liebrader, Esq.
THE LAW OFFICES OF DAVID
LIEBRADER, APC
601 S. Rancho Dr., Ste. D-29
Las Vegas, Nevada 89106
Email: dliebrader@gmail.com

/s/: S. Howard
An Employee of
Harold P. Gewerter, Esq., Ltd.



MOT
DAVID LIEBRADER, ESQ.
STATE BAR NO. 5048
THE LAW OFFICES OF DAVID LIEBRADER, INC.
601 S. RANCHO DR. STE D-29
LAS VEGAS, NV 89106
(702) 380-3131
Attorney for Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

IN THE MATTER BETWEEN

Steven A. Hotchkiss,

PLAINTIFF,

v.

Ronald J. Robinson, Vernon Rodriguez, Virtual
Communications Corporation, Wintech, LLC,
Retire Happy, LLC, Josh Stoll, Frank Yoder, Alisa
Davis and DOES 1-10 and ROES 1-10, inclusively

DEFENDANTS

Case No. A-17-762264-C

Dept.: 8

**EX PARTE MOTION FOR
LEAVE TO SERVE SUMMONS
AND COMPLAINT BY
PUBLICATION AND FOR AN
ENLARGMENT OF TIME**

**EX PARTE MOTION TO ALLOW SERVICE BY PUBLICATION OF SUMMONS
AND COMPLAINT ON DEFENDANTS**

COMES NOW, Plaintiff, Steven Hotchkiss through counsel, The Law Office of David Liebrader, Inc. seeking leave of court to serve the summons and second amended complaint on Defendant Ronald J. Robinson and for good cause would show the following:

That Plaintiff has exercised reasonable diligence in attempting to serve the complaint and summons on Defendant. Despite hiring a licensed process server and providing them with multiple locations, and attempting to serve Defendant on numerous occasions at his home (See Affidavit of Attempted service, attached to Declaration of David Liebrader and filed herein), Plaintiff has been unable to serve Defendant by personal service.

Plaintiff has attempted service at an address known to be Defendant's home, an

1 address listed as being current with the Nevada department of motor vehicles (and, an address
2 where Plaintiff has served Defendant in a separate matter). All attempts have met with
3 frustration by licensed process servers.

4 However, Defendant is aware of the lawsuit, and has received a copy of it via email.
5 See David Liebrader Affidavit, attached.

6 Service by publication is authorized when the proposed defendant resides outside of
7 the state, has departed from the state, cannot after due diligence be found within the state, or
8 conceals himself to avoid the service of process. Service by publication is appropriate once it
9 has been established to the court by affidavit that the due diligence requirement has been
satisfied and a cause of action against the defendant exists. NRCP 4(e)(1)(i).

10 A litigant seeking to complete service by way of publication must strictly follow the
11 standards of due diligence set out in NRCP 4(e)(1)(i). The statutory provisions for acquiring
12 jurisdiction over a defendant other than personal service are to be strictly construed. Foster v.
13 Lewis, 78 Nev. 330, 372 P. 2d 679 (1962). The due diligence affidavit must contain a
14 statement of facts as opposed to legal conclusions, in order to assist the court in determining
15 whether due diligence has been properly exercised, Id. Good faith and due diligence requires
16 reasonable investigation and inquiry in an effort to ascertain the location of the proposed
17 defendant by the party seeking publication of the summons, Id. See, also Dobson v. Dobson,
108 Nev. 346, 830 P.2d 1336 (1992).

18 Publication is accomplished by publishing notice of the complaint in a newspaper
19 designated by the court for a period of four weeks. Publication must be at least once a week
20 during this time. In the event that the residence of the non-resident or absent defendant is
21 known, the court shall also order a copy of the summons and complaint to be deposited in the
22 post office and directed to the person to be served at his place of residence. Service is deemed
23 complete upon the expiration of four weeks from the first publication, and in cases when a
24 deposit of a copy of the summons and complaint in the post office is also required, at the

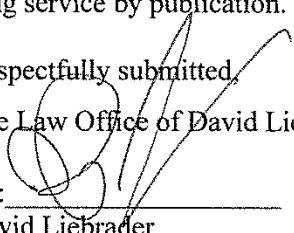
1 expiration of four weeks from the date of deposit. NRCP 4(3)(1)(iii).

2 In the present case, service on Mr. Robinson has been attempted at multiple locations,
3 including one known to be his residence. See Declaration of David Liebrader in support.

4 Plaintiff has exercised reasonable diligence in attempting to serve Defendant.
5 Plaintiff has spent time and expense in attempting to have him served. Plaintiff now seeks an
6 order enlarging time, and allowing service by publication.

7 Dated: November, 28 2017 Respectfully submitted,

8 The Law Office of David Liebrader, Inc.

9 By: 
David Liebrader
Attorney for Plaintiff

CERTIFICATE OF MAILING

I hereby certify that on the 28nd day of November, 2017, I mailed a copy of the foregoing


**EX PARTE MOTION FOR LEAVE TO SERVE SUMMONS AND COMPLAINT
BY PUBLICATION**

SUPPORTING AFFIDAVITS

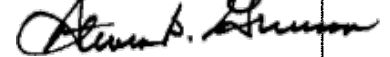
to the following

Harold Gewerter, Esq.
Gewerter and Dowling
1212 Casino Center Boulevard
Las Vegas, NV 89104

Ron Robinson
Via email only
robin1031@aol.com



An Employee of The Law Office of David Liebrader



1 DAVID LIEBRADER, ESQ.
2 STATE BAR NO. 5048
3 THE LAW OFFICES OF DAVID LIEBRADER, INC.
4 601 S. RANCHO DR. STE D-29
5 LAS VEGAS, NV 89106
6 (702) 380-3131
7 Attorney for Plaintiff

8 DISTRICT COURT
9 CLARK COUNTY, NEVADA

10 IN THE MATTER BETWEEN)

11 Steven A. Hotchkiss,)

Case No. A-17-762264-C

12 PLAINTIFF,)

Dept.: 8

13 v.)

14 Ronald J. Robinson, Vernon Rodriguez, Virtual)
15 Communications Corporation, Wintech, LLC,)
16 Retire Happy, LLC, Josh Stoll, Frank Yoder, Alisa)
17 Davis and DOES 1-10 and ROES 1-10, inclusively)

**DECLARATION OF DAVID
LIEBRADER IN SUPPORT OF
EX PARTE MOTION FOR
LEAVE TO SERVE SUMMONS
AND COMPLAINT BY
PUBLICATION AND FOR AN
ENLARGMENT OF TIME**

18 DEFENDANTS)
19)
20)
21)
22)
23)
24)
25)
26)

DECLARATION OF DAVID LIEBRADER

DAVID LIEBRADER, being duly sworn, deposes and says:

1. That I am the Attorney for the Plaintiff herein and the foregoing is true of my own knowledge and belief.
2. That attached to this Affidavit as Exhibit "A" is the Affidavit of Attempted Service prepared by licensed Clark County, NV process server Legal Wings evidencing attempted service on Mr. Robinson.
3. In addition to employing Legal Wings, I personally notified the Defendant of the lawsuit via an email addresses known to belong to him; that he had been named as a

1 Defendant. I also notified Mr. Robinson's long time attorney, Harold Gewerter of the
2 pending lawsuit (in which he represents other Defendants).

3 4. I am not aware of any other address for this Defendant.

4 5. That process server Legal Wings served the Defendants Wintech LLC and Virtual
5 Communications Corporation at their corporate offices located at 375 E Warm Springs
6 Rd. #102. See Exhibit "B" attached. Ronald Robinson is listed as resident agent, but
7 service was affected on another individual, as Mr. Robinson was not at this business
8 location.

9 6. That despite undertaking these efforts to serve Defendant at locations listed by him as
10 his home and place of business Plaintiff has been unable to affect service on this
11 Defendant.

12 FURTHER AFFIANT SAYETH NAUGHT

13
14 I declare under penalty of perjury under the laws of the state of Nevada that the foregoing
15 is true and correct.


16 
17 _____
18 DAVID LIEBRADER

EXHIBIT “A”

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5. That affiant, Robert Hoadley, attempted service on November 2, 2017 at 7:50 p.m. and was unable to gain entry into the community. Affiant observed "Robinson" listed on the directory. Affiant called the residence from the call box and received no answer. Affiant waited fifteen minutes before leaving.

7. That affiant, Robert Hoadley, attempted service on November 4, 2017 at 9:23 a.m. and was unable to gain entry into the community. Affiant called the "Robinson" residence from the call box and a male answered. The male told affiant that there is no one by the Defendant's name living there and that he would call the police if affiant came back to his residence.

13 8. That affiant, Mary Kielty, checked with the Clark County Assessor's Office which
14 revealed Ronald J. Robinson to be the previous owner of 3785 Mesa Linda Drive, Las Vegas,
15 Nevada 89120 from January 10, 2013 to November 30, 2016. The record further revealed the
16 current owner of 3785 Mesa Linda Drive, Las Vegas, Nevada 89120 to be Scotsman Trust since
17 November 30, 2016. The quitclaim deed recorded on November 30, 2016 shows Ronald J. Robinson
as the Trustee of the Scotsman Trust.

18 9. That Legal Wings, Inc. received instructions from Liebrader Law Office to stop service and return all documents to their office.

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LEGAL WINGS, INC.
PROCESS LICENSE #389
LAS VEGAS, NV
(702)394-0305

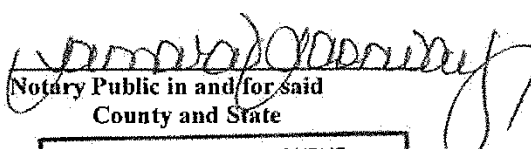
1 10. That affiants on the basis of the foregoing information were unable to personally
2 serve the Defendant, Ronald J. Robinson, in Clark County, Nevada.

3 Further your affiants saith naught.

4
5
6 
Robert Hoadley
Registered Work Card #R-055420

7
8 
Mary Kielty
Registered Work Card #R-064293

9
10
11 Subscribed and Sworn to Before me
12 this 21 day of November 2017.

13 
14 Notary Public in and for said
15 County and State

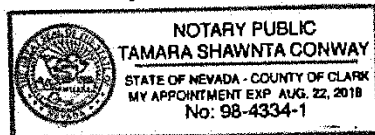


EXHIBIT “B”

WINTECH, LLC

Business Entity Information

Status:	Active	File Date:	8/13/2010
Type:	Domestic Limited-Liability Company	Entity Number:	E0401562010-7
Qualifying State:	NV	List of Officers Due:	8/31/2018
Managed By:	Managers	Expiration Date:	
NV Business ID:	NV20101629475	Business License Exp:	8/31/2018

Additional Information

Central Index Key:	
--------------------	--

Registered Agent Information

Name:	RONALD J ROBINSON	Address 1:	375 E WARM SPRINGS RD #102
Address 2:		City:	LAS VEGAS
State:	NV	Zip Code:	89119
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:		Mailing State:	NV
Mailing Zip Code:			
Agent Type:	Noncommercial Registered Agent		

Financial Information

No Par Share Count:	0	Capital Amount:	\$ 0
No stock records found for this company			

Officers

☐ Include Inactive Officers

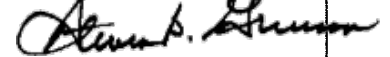
Manager - VIRTUAL COMMUNICATIONS CORPORATION

Address 1:	319 E. WARM SPRINGS ROAD, SUITE 100	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89119	Country:	
Status:	Active	Email:	

Actions\Amendments

Action Type:	Articles of Organization		
Document Number:	20100611029-12	# of Pages:	2
File Date:	8/13/2010	Effective Date:	
(No notes for this action)			

Action Type:	Initial List		
Document Number:	20100648916-27	# of Pages:	1
File Date:	8/30/2010	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20110642530-64	# of Pages:	1
File Date:	8/31/2011	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20120618537-45	# of Pages:	1
File Date:	9/7/2012	Effective Date:	
(No notes for this action)			
Action Type:	Amended List		
Document Number:	20130252875-95	# of Pages:	1
File Date:	4/16/2013	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20130610607-56	# of Pages:	1
File Date:	9/18/2013	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20140599451-30	# of Pages:	1
File Date:	8/20/2014	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20150420819-22	# of Pages:	1
File Date:	9/23/2015	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20160341612-76	# of Pages:	1
File Date:	8/1/2016	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20170339769-27	# of Pages:	1
File Date:	8/8/2017	Effective Date:	
(No notes for this action)			



1 DAVID LIEBRADER, ESQ.
2 STATE BAR NO. 5048
3 THE LAW OFFICES OF DAVID LIEBRADER, INC.
4 601 S. RANCHO DR. STE D-29
5 LAS VEGAS, NV 89106
6 (702) 380-3131
7 Attorney for Plaintiff

8 DISTRICT COURT
9 CLARK COUNTY, NEVADA

10 IN THE MATTER BETWEEN)

11 Steven A. Hotchkiss,)

Case No. A-17-762264-C

12 PLAINTIFF,)

Dept.: 8

13 v.)

**ORDER ON MOTION FOR
LEAVE TO SERVE SUMMONS
AND COMPLAINT BY
PUBLICATION AND FOR AN
ENLARGMENT OF TIME**

14 Ronald J. Robinson, Vernon Rodriguez, Virtual
15 Communications Corporation, Wintech, LLC,
16 Retire Happy, LLC, Josh Stoll, Frank Yoder, Alisa
17 Davis and DOES 1-10 and ROES 1-10, inclusively)

18 DEFENDANTS)

ORDER ON MOTION

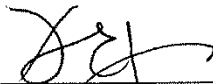
19 TO PLAINTIFF AND DEFENDANTS AND THEIR ATTORNEYS OF RECORD.

20 PLEASE TAKE NOTICE THAT Plaintiff's motion to allow service of the summons and
21 complaint on Defendant Ronald Robinson ("Defendant") by publication came before this
22 Honorable Court on the court's chambers calendar. Based on the evidence, pleadings and
23 argument received it is hereby ordered that Plaintiff's motion is GRANTED/DENIED.

24 Plaintiff shall publish notice of the summons and complaint in the Nevada Legal News
25 newspaper for a period of four weeks. Publication must be at least once a week during this
26 time. In addition, Plaintiff must serve the summons and complaint on Defendant by certified
mail, return receipt requested, at Defendants' last known address. Service on Defendants will

1 be deemed complete upon the expiration of four weeks from the date of the first publication.

2 It is further ordered that the time to serve Defendants shall be enlarged to 60 days.

3 

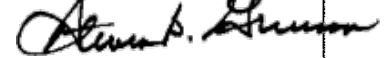
4 Judge, District Court

ndy

5 

6 Submitted by:

7 David Liebrader, Esq.
8 Attorney for Plaintiff



1 NOTC
2 DAVID LIEBRADER, ESQ.
3 STATE BAR NO. 5048
4 THE LAW OFFICES OF DAVID LIEBRADER, INC.
5 601 S. RANCHO DR. STE D-29
6 LAS VEGAS, NV 89106
7 (702) 380-3131
8 Attorney for Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

9 IN THE MATTER BETWEEN)

10 Steven A. Hotchkiss,)

11 PLAINTIFF,)

12 v.)

13 Ronald J. Robinson, Vernon Rodriguez, Virtual)
14 Communications Corporation, Wintech, LLC,)
15 Retire Happy, LLC, Josh Stoll, Frank Yoder, Alisa)
16 Davis and DOES 1-10 and ROES 1-10, inclusively)

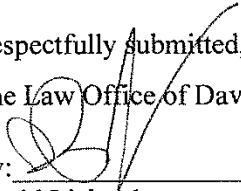
17 DEFENDANTS)

Case No. A-17-762264-C

Dept.: 8

**NOTICE OF ENTRY OF
ORDER**

18 TO THE COURT, ALL PARTIES AND INTERESTED PERSONS: Please take notice that
19 Plaintiff's motion to serve Defendant Ronald Robinson by publication was granted and the
20 order entered by the court clerk on December 15, 2017. See attached.

21 Dated: December 18, 2017 Respectfully submitted,
22 The Law Office of David Liebrader, Inc.
23 By: 
24 David Liebrader
25 Attorney for Plaintiff
26

CERTIFICATE OF MAILING

I hereby certify that on the 18th day of December, 2017, I mailed a copy of the foregoing

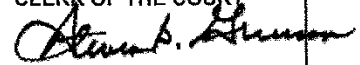
NOTICE OF ENTRY OF ORDER

to the following

Harold Gewerter, Esq.
Gewerter and Dowling
1212 Casino Center Boulevard
Las Vegas, NV 89104



An Employee of The Law Office of David Liebrader



1 DAVID LIEBRADER, ESQ.
2 STATE BAR NO. 5048
3 THE LAW OFFICES OF DAVID LIEBRADER, INC.
4 601 S. RANCHO DR. STE D-29
5 LAS VEGAS, NV 89106
6 (702) 380-3131
7 Attorney for Plaintiff

8 DISTRICT COURT
9 CLARK COUNTY, NEVADA

10 IN THE MATTER BETWEEN)

11 Steven A. Hotchkiss,)

Case No. A-17-762264-C

12 PLAINTIFF,)

Dept.: 8

13 v.)

**ORDER ON MOTION FOR
LEAVE TO SERVE SUMMONS
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14 Ronald J. Robinson, Vernon Rodriguez, Virtual
15 Communications Corporation, Wintech, LLC,
16 Retire Happy, LLC, Josh Stoll, Frank Yoder, Alisa
17 Davis and DOES 1-10 and ROES 1-10, inclusively)

18 DEFENDANTS)
19)
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26)

ORDER ON MOTION

TO PLAINTIFF AND DEFENDANTS AND THEIR ATTORNEYS OF RECORD.

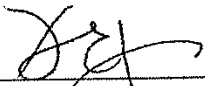
PLEASE TAKE NOTICE THAT Plaintiff's motion to allow service of the summons and complaint on Defendant Ronald Robinson ("Defendant") by publication came before this Honorable Court on the court's chambers calendar. Based on the evidence, pleadings and argument received it is hereby ordered that Plaintiff's motion is GRANTED/DENIED.

Plaintiff shall publish notice of the summons and complaint in the Nevada Legal News newspaper for a period of four weeks. Publication must be at least once a week during this time. In addition, Plaintiff must serve the summons and complaint on Defendant by certified mail, return receipt requested, at Defendants' last known address. Service on Defendants will

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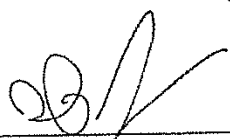
be deemed complete upon the expiration of four weeks from the date of the first publication.

It is further ordered that the time to serve Defendants shall be enlarged to 60 days.

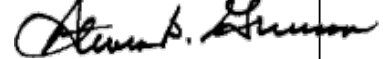


Judge, District Court

ndy

Submitted by: 

David Liebrader, Esq.
Attorney for Plaintiff



ANS
HAROLD P. GEWERTER, ESQ.
Nevada Bar No. 499
HAROLD P. GEWERTER, ESQ., LTD.
1212 So. Casino Center Blvd.
Las Vegas Nevada 89104
Telephone: (702) 382-1714
Fax: (702) 382-1759
Email: harold@gewerterlaw.com
Attorney for Defendants,
Ronald J. Robinson and Alisa Davis

DISTRICT COURT
CLARK COUNTY, NEVADA

IN THE MATTER BETWEEN,

Anthony White,

Plaintiff,

vs.

Ronald J. Robinson, Vernon Rodriguez,
Virtual Communications Corporation,
Wintech, LLC, Frank Yoder, Alisa Davis, and
DOES 1-10 AND ROES 1-10, inclusively,

Defendants.

CASE NO.: A-17-763003-C
DEPT. NO.: 24

**DEFENDANTS RONALD J. ROBINSON'S
AND ALISA DAVIS' ANSWER TO
COMPLAINT AND AFFIRMATIVE
DEFENSES**

Defendants RONALD J. ROBINSON and ALISA DAVIS, by and through their attorney of record, HAROLD P. GEWERTER, ESQ., of the law offices of HAROLD P. GEWERTER, ESQ., LTD., herewith file their Answer and Affirmative Defenses, as follows:

Defendants deny each and every allegation of Plaintiff's Complaint except those allegations which are herein specifically admitted, qualified, or otherwise answered.

These answering Defendants deny that Plaintiff is entitled to any recovery, and Defendants request that Plaintiff's Complaint be dismissed with prejudice on the merits.

1. The Defendants are without sufficient knowledge or information as to the truth or

1 falsity of the allegations contained in paragraph 1 of the Complaint and therefore, deny each and
2 every allegation contained in said paragraph.

3 2. Defendants admit the allegations contained in paragraph 2 of the Complaint.

4 3. Defendants admit the allegations contained in paragraph 3 of the Complaint.

5 4. The Defendants are without sufficient knowledge or information as to the truth or
6 falsity of the allegations contained in paragraph 4 of the Complaint and therefore, deny each and
7 every allegation contained in said paragraph.

8 5. The Defendants are without sufficient knowledge or information as to the truth or
9 falsity of the allegations contained in paragraph 5 of the Complaint and therefore, deny each and
10 every allegation contained in said paragraph.

11 6. The Defendants are without sufficient knowledge or information as to the truth or
12 falsity of the allegations contained in paragraph 6 of the Complaint and therefore, deny each and
13 every allegation contained in said paragraph.

14 7. The Defendants are without sufficient knowledge or information as to the truth or
15 falsity of the allegations contained in paragraph 7 of the Complaint and therefore, deny each and
16 every allegation contained in said paragraph.

17 8. Defendants deny the allegations contained in paragraph 8 of the Complaint.

18 9. The Defendants are without sufficient knowledge or information as to the truth or
19 falsity of the allegations contained in paragraph 9 of the Complaint and therefore, deny each and
20 every allegation contained in said paragraph.

21 10. Defendants deny the allegations contained in paragraph 10 of the Complaint.

22 11. The Defendants are without sufficient knowledge or information as to the truth or
23 falsity of the allegations contained in paragraph 11 of the Complaint and therefore, deny each
24 and every allegation contained in said paragraph.

25 12. Defendants deny the allegations contained in paragraph 12 of the Complaint.

26 13. Defendants deny the allegations contained in paragraph 13 of the Complaint.

27 14. Defendants deny the allegations contained in paragraph 14 of the Complaint.

28 15. The Defendants are without sufficient knowledge or information as to the truth or

1 falsity of the allegations contained in paragraph 15 of the Complaint and therefore, deny each
2 and every allegation contained in said paragraph.

3 16. Defendants deny the allegations contained in paragraph 16 of the Complaint.

4 17. The Defendants are without sufficient knowledge or information as to the truth or
5 falsity of the allegations contained in paragraph 17 of the Complaint and therefore, deny each
6 and every allegation contained in said paragraph.

7 18. The Defendants are without sufficient knowledge or information as to the truth or
8 falsity of the allegations contained in paragraph 18 of the Complaint and therefore, deny each
9 and every allegation contained in said paragraph.

10 19. The Defendants are without sufficient knowledge or information as to the truth or
11 falsity of the allegations contained in paragraph 19 of the Complaint and therefore, deny each
12 and every allegation contained in said paragraph.

13 20. The Defendants are without sufficient knowledge or information as to the truth or
14 falsity of the allegations contained in paragraph 20 of the Complaint and therefore, deny each
15 and every allegation contained in said paragraph.

16 21. The Defendants are without sufficient knowledge or information as to the truth or
17 falsity of the allegations contained in paragraph 21 of the Complaint and therefore, deny each
18 and every allegation contained in said paragraph.

19 22. The Defendants are without sufficient knowledge or information as to the truth or
20 falsity of the allegations contained in paragraph 22 of the Complaint and therefore, deny each
21 and every allegation contained in said paragraph.

22 23. The Defendants are without sufficient knowledge or information as to the truth or
23 falsity of the allegations contained in paragraph 23 of the Complaint and therefore, deny each
24 and every allegation contained in said paragraph.

25 24. The Defendants are without sufficient knowledge or information as to the truth or
26 falsity of the allegations contained in paragraph 24 of the Complaint and therefore, deny each
27 and every allegation contained in said paragraph.

28 25. Defendants deny the allegations contained in paragraph 25 of the Complaint.

1 26. The Defendants are without sufficient knowledge or information as to the truth or
2 falsity of the allegations contained in paragraph 26 of the Complaint and therefore, deny each
3 and every allegation contained in said paragraph.

4 27. The Defendants are without sufficient knowledge or information as to the truth or
5 falsity of the allegations contained in paragraph 27 of the Complaint and therefore, deny each
6 and every allegation contained in said paragraph.

7 28. The Defendants are without sufficient knowledge or information as to the truth or
8 falsity of the allegations contained in paragraph 28 of the Complaint and therefore, deny each
9 and every allegation contained in said paragraph.

10 29. The Defendants are without sufficient knowledge or information as to the truth or
11 falsity of the allegations contained in paragraph 29 of the Complaint and therefore, deny each
12 and every allegation contained in said paragraph.

13 30. The Defendants are without sufficient knowledge or information as to the truth or
14 falsity of the allegations contained in paragraph 30 of the Complaint and therefore, deny each
15 and every allegation contained in said paragraph.

16 31. Defendants deny the allegations contained in paragraph 31 of the Complaint.

17 32. The Defendants are without sufficient knowledge or information as to the truth or
18 falsity of the allegations contained in paragraph 32 of the Complaint and therefore, deny each
19 and every allegation contained in said paragraph.

20 33. The Defendants are without sufficient knowledge or information as to the truth or
21 falsity of the allegations contained in paragraph 32 of the Complaint and therefore, deny each
22 and every allegation contained in said paragraph.

23 34. The Defendants are without sufficient knowledge or information as to the truth or
24 falsity of the allegations contained in paragraph 34 of the Complaint and therefore, deny each
25 and every allegation contained in said paragraph.

26 35. The Defendants are without sufficient knowledge or information as to the truth or
27 falsity of the allegations contained in paragraph 35 of the Complaint and therefore, deny each
28 and every allegation contained in said paragraph.

1 36. The Defendants are without sufficient knowledge or information as to the truth or
2 falsity of the allegations contained in paragraph 36 of the Complaint and therefore, deny each
3 and every allegation contained in said paragraph.

4 37. The Defendants are without sufficient knowledge or information as to the truth or
5 falsity of the allegations contained in paragraph 37 of the Complaint and therefore, deny each
6 and every allegation contained in said paragraph.

7 38. The Defendants are without sufficient knowledge or information as to the truth or
8 falsity of the allegations contained in paragraph 38 of the Complaint and therefore, deny each
9 and every allegation contained in said paragraph.

10 39. The Defendants are without sufficient knowledge or information as to the truth or
11 falsity of the allegations contained in paragraph 39 of the Complaint and therefore, deny each
12 and every allegation contained in said paragraph.

13 40. The Defendants are without sufficient knowledge or information as to the truth or
14 falsity of the allegations contained in paragraph 40 of the Complaint and therefore, deny each
15 and every allegation contained in said paragraph.

16 41. The Defendants are without sufficient knowledge or information as to the truth or
17 falsity of the allegations contained in paragraph 41 of the Complaint and therefore, deny each
18 and every allegation contained in said paragraph.

19 42. Defendants deny the allegations contained in paragraph 42 of the Complaint.

20 43. Defendants deny the allegations contained in paragraph 43 of the Complaint.

21 44. Defendants deny the allegations contained in paragraph 44 of the Complaint.

22 45. Defendants deny the allegations contained in paragraph 45 of the Complaint.

23 46. Defendants deny the allegations contained in paragraph 46 of the Complaint.

24 47. Defendants deny the allegations contained in paragraph 47 of the Complaint.

25 48. Defendants deny the allegations contained in paragraph 48 of the Complaint.

26 49. Defendants deny the allegations contained in paragraph 49 of the Complaint.

27 50. Defendants deny the allegations contained in paragraph 50 of the Complaint.

28 51. Defendants deny the allegations contained in paragraph 51 of the Complaint.

1 52. The Defendants are without sufficient knowledge or information as to the truth or
2 falsity of the allegations contained in paragraph 52 of the Complaint and therefore, deny each
3 and every allegation contained in said paragraph.

4 53. The Defendants are without sufficient knowledge or information as to the truth or
5 falsity of the allegations contained in paragraph 53 of the Complaint and therefore, deny each
6 and every allegation contained in said paragraph.

7 54. Defendants deny the allegations contained in paragraph 54 of the Complaint.

8 55. Defendants deny the allegations contained in paragraph 55 of the Complaint.

9 56. Defendants deny the allegations contained in paragraph 56 of the Complaint.

10 57. Defendants deny the allegations contained in paragraph 57 of the Complaint.

11 58. The Defendants are without sufficient knowledge or information as to the truth or
12 falsity of the allegations contained in paragraph 58 of the Complaint and therefore, deny each
13 and every allegation contained in said paragraph.

14 59. The Defendants are without sufficient knowledge or information as to the truth or
15 falsity of the allegations contained in paragraph 59 of the Complaint and therefore, deny each
16 and every allegation contained in said paragraph.

17 60. Defendants deny the allegations contained in paragraph 60 of the Complaint.

18 61. Defendants deny the allegations contained in paragraph 61 of the Complaint.

19 62. The Defendants are without sufficient knowledge or information as to the truth or
20 falsity of the allegations contained in paragraph 62 of the Complaint and therefore, deny each
21 and every allegation contained in said paragraph.

22 63. Defendants deny the allegations contained in paragraph 63 of the Complaint.

23 64. Defendants deny the allegations contained in paragraph 64 of the Complaint.

24 65. Defendants deny the allegations contained in paragraph 65 of the Complaint.

25 66. Defendants deny the allegations contained in paragraph 66 of the Complaint.

26 67. Defendants deny the allegations contained in paragraph 67 of the Complaint.

27 68. Defendants deny the allegations contained in paragraph 68 of the Complaint.

28 69. The Defendants are without sufficient knowledge or information as to the truth or

1 falsity of the allegations contained in paragraph 69 of the Complaint and therefore, deny each
2 and every allegation contained in said paragraph.

3 70. The Defendants are without sufficient knowledge or information as to the truth or
4 falsity of the allegations contained in paragraph 70 of the Complaint and therefore, deny each
5 and every allegation contained in said paragraph.

6 71. The Defendants are without sufficient knowledge or information as to the truth or
7 falsity of the allegations contained in paragraph 71 of the Complaint and therefore, deny each
8 and every allegation contained in said paragraph.

9 72. Defendants deny the allegations contained in paragraph 72 of the Complaint.

10 73. Defendants deny the allegations contained in paragraph 73 of the Complaint.

11 74. Defendants deny the allegations contained in paragraph 74 of the Complaint.

12 75. The Defendants are without sufficient knowledge or information as to the truth or
13 falsity of the allegations contained in paragraph 75 of the Complaint and therefore, deny each
14 and every allegation contained in said paragraph.

15 76. The Defendants are without sufficient knowledge or information as to the truth or
16 falsity of the allegations contained in paragraph 76 of the Complaint and therefore, deny each
17 and every allegation contained in said paragraph.

18 77. The Defendants are without sufficient knowledge or information as to the truth or
19 falsity of the allegations contained in paragraph 77 of the Complaint and therefore, deny each
20 and every allegation contained in said paragraph.

21 78. The Defendants are without sufficient knowledge or information as to the truth or
22 falsity of the allegations contained in paragraph 78 of the Complaint and therefore, deny each
23 and every allegation contained in said paragraph.

24 79. Defendants deny the allegations contained in paragraph 79 of the Complaint.

25 80. Defendants deny the allegations contained in paragraph 80 of the Complaint.

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AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

Plaintiff's Complaint on file herein fails to state a claim against these answering Defendants upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

That it has been necessary for the Defendants to retain the services of an attorney to defend this action and Defendants are entitled to an award of reasonable attorney's fees and costs incurred herein.

THIRD AFFIRMATIVE DEFENSE

Pursuant to NRCP Rule 11, all possible affirmative defenses may not have been alleged herein insofar as sufficient facts are not available after reasonable inquiry upon the filing of the Plaintiff's Complaint, and therefore, these answering Defendants reserve the right to amend this Answer to add additional affirmative defenses as additional facts are discovered.

FOURTH AFFIRMATIVE DEFENSE

The alleged investments referenced in the Complaint do not constitute a security under law.

DATED this 29th day of December, 2017.

HAROLD P. GEWERTER, ESQ., LTD.

/s/ Harold P. Gewerter
HAROLD P. GEWERTER, ESQ.
Nevada Bar No. 499
1212 S. Casino Center Blvd.
Las Vegas, Nevada 89104
Attorney for Defendants,
Ronald J. Robinson and Alisa Davis

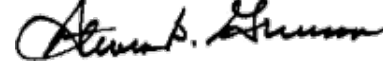
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DEFENDANTS RONALD J. ROBINSON'S AND ALISA DAVIS' ANSWER TO COMPLAINT AND AFFIRMATIVE DEFENSES was served this 29th day of December, 2017, by electronic service via the court's electronic filing and electronic service and vis U.S. Mail to the counsel set forth on the service list, and listed below, pursuant to Administrative Order 14-2, NEFCR 9 (a), and EDCR Rule 7.26.

/s/: S. Howard
An Employee of
Harold P. Gewerter, Esq., Ltd.

AFFP
A-17-762264-C

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Steven D. Grierson
CLERK OF THE COURT



Affidavit of Publication

STATE OF NEVADA }
COUNTY OF CLARK } SS

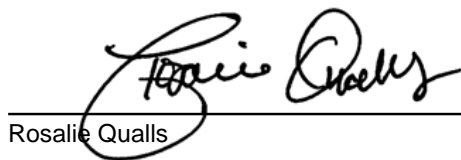
I, Rosalie Qualls state:

That I am Assistant Operations Manager of the Nevada Legal News, a daily newspaper of general circulation, printed and published in Las Vegas, Clark County, Nevada; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

Dec 18, 2017
Dec 26, 2017
Jan 02, 2018
Jan 08, 2018
Jan 16, 2018

That said newspaper was regularly issued and circulated on those dates. I declare under penalty of perjury that the foregoing is true and correct.

DATED: Jan 16, 2018

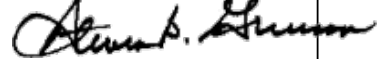


Rosalie Qualls

DISTRICT COURT
CLARK COUNTY, NEVADA
Case No. A-17-762264-C Dept.: 8
IN THE MATTER BETWEEN Steven A. Hotchkiss, PLAINTIFF,
v. Ronald J. Robinson, Vernon Rodriguez, Virtual Communications Corporation,
Wintech, LLC, Retire Happy, LLC, Josh Stoll, Frank Yoder, Alisa Davis and DOES 1-
10 and ROES 1-10, inclusively DEFENDANTS
SUMMONS- CIVIL
NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU
WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS.
READ THE INFORMATION BELOW. TO THE DEFENDANTS: A civil complaint has
been filed by the Plaintiff against you for the relief set forth in the complaint. Object
of Action: This is a Complaint for Fraud, Misrepresentation and Omissions, Violation
of Nevada Uniform Securities Act §§ NRS 90.310, 90.460 and 90.660, Violation of
Nevada Uniform Securities Act §§ NRS 90.570 and 90.660, and Breach of Written
Contract. 1. If you intend to defend the lawsuit, within 20 days after this summons is
served on you, exclusive of the day of service, you must do the following: a. File with
the Clerk of this Court, whose address is shown below, a formal written response to
the Complaint in accordance with the rules of the Court, with the appropriate filing
fee. b. Serve a copy of your response upon the attorney whose name and address is
shown below. 2. Unless you respond your default will be entered upon application of
the Plaintiff and this court may enter a judgment against you for the relief demanded
in the complaint, which could result in the taking of money or property or other relief
requested in the Complaint. 3. If you intend to seek the advice of an attorney in this
matter, you should do so promptly so that your response may be filed on time. 4.
The State of Nevada, its political subdivisions, agencies, officers, employees, board
members, commission members and legislators each have 45 days after service of
this Summons within which to file an Answer or other responsive pleading to the
Complaint. Steven D. Grierson, Clerk of the Court, By: ROXANNA GOMEZ, Deputy
Clerk, Date OCT 06 2017, Clark County Courthouse, 200 Lewis Ave., Las Vegas,
NV 89155, Submitted by: DAVID LIEBRADER, ESQ., STATE BAR NO. 5048, THE
LAW OFFICES OF DAVID LIEBRADER, INC., 601 S. RANCHO DR. STE. D-29,
LAS VEGAS, NV 89106, (702) 380-3131, Attorney for Plaintiff
Published in Nevada Legal News
December 18, 26, 2017, January 2, 8, 16, 2018

04102719 00440249

DAVID LIEBRADER, ESQ
601 S. RANCHO DR. STE. D-29
LAS VEGAS, NV 89106



ANS
HAROLD P. GEWERTER, ESQ.
Nevada Bar No. 499
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1212 So. Casino Center Blvd.
Las Vegas Nevada 89104
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Email: harold@gewerterlaw.com
Attorney for Defendants,
Ronald J. Robinson, Alisa Davis,
Virtual Communications, and
Wintech, LLC

DISTRICT COURT
CLARK COUNTY, NEVADA

IN THE MATTER BETWEEN,

Steven A. Hotchkiss,

Plaintiff,

vs.

Ronald J. Robinson, Vernon Rodriguez,
Virtual Communications Corporation,
Wintech, LLC, Retire Happy, LLC, Josh Stoll,
Frank Yoder, Alisa Davis, and DOES 1-10
AND ROES 1-10, inclusively,

Defendants.

CASE NO.: A-17-762264-C
DEPT. NO.: 8

**DEFENDANTS RONALD J.
ROBINSON'S, ALISA DAVIS', VIRTUAL
COMMUNICATION CORPORATION'S
AND WINTECH, LLC'S ANSWER TO
COMPLAINT AND AFFIRMATIVE
DEFENSES**

Defendants RONALD J. ROBINSON, ALISA DAVIS, VIRTUAL
COMMUNICATION CORPORATION AND WINTECH, LLC (collectively, the "Answering
Defendants" or the "Defendants"), by and through their attorney of record, HAROLD P.
GEWERTER, ESQ., of the law offices of HAROLD P. GEWERTER, ESQ., LTD., herewith
file their Answer and Affirmative Defenses, as follows:

The Answering Defendants deny each and every allegation of Plaintiff's Complaint

1 except those allegations which are herein specifically admitted, qualified, or otherwise
2 answered.

3 These Answering Defendants deny that Plaintiff is entitled to any recovery, and
4 Defendants request that Plaintiff's Complaint be dismissed with prejudice on the merits.

5 1. The Defendants are without sufficient knowledge or information as to the truth or
6 falsity of the allegations contained in paragraph 1 of the Complaint and therefore, deny each and
7 every allegation contained in said paragraph.

8 2. The Defendants are without sufficient knowledge or information as to the truth or
9 falsity of the allegations contained in paragraph 2 of the Complaint and therefore, deny each and
10 every allegation contained in said paragraph.

11 3. The Defendants are without sufficient knowledge or information as to the truth or
12 falsity of the allegations contained in paragraph 3 of the Complaint and therefore, deny each and
13 every allegation contained in said paragraph.

14 4. The Defendants are without sufficient knowledge or information as to the truth or
15 falsity of the allegations contained in paragraph 4 of the Complaint and therefore, deny each and
16 every allegation contained in said paragraph.

17 5. The Defendants are without sufficient knowledge or information as to the truth or
18 falsity of the allegations contained in paragraph 5 of the Complaint and therefore, deny each and
19 every allegation contained in said paragraph.

20 6. The Defendants are without sufficient knowledge or information as to the truth or
21 falsity of the allegations contained in paragraph 6 of the Complaint and therefore, deny each and
22 every allegation contained in said paragraph.

23 7. The Defendants are without sufficient knowledge or information as to the truth or
24 falsity of the allegations contained in paragraph 7 of the Complaint and therefore, deny each and
25 every allegation contained in said paragraph.

26 8. The Defendants are without sufficient knowledge or information as to the truth or
27 falsity of the allegations contained in paragraph 8 of the Complaint and therefore, deny each and
28 every allegation contained in said paragraph

1 9. The Defendants are without sufficient knowledge or information as to the truth or
2 falsity of the allegations contained in paragraph 9 of the Complaint and therefore, deny each and
3 every allegation contained in said paragraph.

4 10. The Defendants are without sufficient knowledge or information as to the truth or
5 falsity of the allegations contained in paragraph 10 of the Complaint and therefore, deny each
6 and every allegation contained in said paragraph

7 11. The Defendants are without sufficient knowledge or information as to the truth or
8 falsity of the allegations contained in paragraph 11 of the Complaint and therefore, deny each
9 and every allegation contained in said paragraph.

10 12. Defendants deny the allegations contained in paragraph 12 of the Complaint..

11 13. Defendants deny the allegations contained in paragraph 13 of the Complaint.

12 14. Defendants deny the allegations contained in paragraph 14 of the Complaint.

13 15. Defendants deny the allegations contained in paragraph 15 of the Complaint.

14 16. Defendants deny the allegations contained in paragraph 16 of the Complaint.

15 17. Defendants deny the allegations contained in paragraph 17 of the Complaint.

16 18. Defendants deny the allegations contained in paragraph 18 of the Complaint.

17 19. Defendants deny the allegations contained in paragraph 19 of the Complaint.

18 20. Defendants deny the allegations contained in paragraph 20 of the Complaint.

19 21. Defendants deny the allegations contained in paragraph 21 of the Complaint.

20 22. Defendants deny the allegations contained in paragraph 22 of the Complaint.

21 23. Defendants deny the allegations contained in paragraph 23 of the Complaint.

22 24. Defendants deny the allegations contained in paragraph 24 of the Complaint.

23 25. Defendants deny the allegations contained in paragraph 25 of the Complaint.

24 26. Defendants deny the allegations contained in paragraph 26 of the Complaint.

25 27. Defendants deny the allegations contained in paragraph 27 of the Complaint.

26 28. Defendants deny the allegations contained in paragraph 28 of the Complaint.

27 29. Defendants deny the allegations contained in paragraph 29 of the Complaint.

28 30. Defendants deny the allegations contained in paragraph 30 of the Complaint.

1 31. Defendants deny the allegations contained in paragraph 31 of the Complaint.
2 32. Defendants deny the allegations contained in paragraph 32 of the Complaint.
3 33. Defendants deny the allegations contained in paragraph 33 of the Complaint.
4 34. Defendants deny the allegations contained in paragraph 34 of the Complaint.
5 35. Defendants deny the allegations contained in paragraph 35 of the Complaint.
6 36. Defendants deny the allegations contained in paragraph 36 of the Complaint.
7 37. Defendants deny the allegations contained in paragraph 37 of the Complaint.
8 38. Defendants deny the allegations contained in paragraph 38 of the Complaint.
9 39. Defendants deny the allegations contained in paragraph 39 of the Complaint.
10 40. Defendants deny the allegations contained in paragraph 40 of the Complaint.
11 41. Defendants deny the allegations contained in paragraph 41 of the Complaint.
12 42. Defendants deny the allegations contained in paragraph 42 of the Complaint.
13 43. Defendants deny the allegations contained in paragraph 43 of the Complaint.
14 44. Defendants deny the allegations contained in paragraph 44 of the Complaint.
15 45. Defendants deny the allegations contained in paragraph 45 of the Complaint.
16 46. Defendants deny the allegations contained in paragraph 46 of the Complaint.
17 47. Defendants deny the allegations contained in paragraph 47 of the Complaint.
18 48. Defendants deny the allegations contained in paragraph 48 of the Complaint.
19 49. Defendants deny the allegations contained in paragraph 49 of the Complaint.
20 50. Defendants deny the allegations contained in paragraph 50 of the Complaint.
21 51. Defendants deny the allegations contained in paragraph 51 of the Complaint.
22 52. Defendants deny the allegations contained in paragraph 52 of the Complaint.
23 53. Defendants deny the allegations contained in paragraph 53 of the Complaint.
24 54. Defendants deny the allegations contained in paragraph 54 of the Complaint.
25 55. Defendants deny the allegations contained in paragraph 55 of the Complaint.
26 56. Defendants deny the allegations contained in paragraph 56 of the Complaint.
27 57. Defendants deny the allegations contained in paragraph 57 of the Complaint.
28 58. Defendants deny the allegations contained in paragraph 58 of the Complaint.

1 59. Defendants deny the allegations contained in paragraph 59 of the Complaint.
2 60. Defendants deny the allegations contained in paragraph 60 of the Complaint.
3 61. Defendants deny the allegations contained in paragraph 61 of the Complaint.
4 62. Defendants deny the allegations contained in paragraph 62 of the Complaint.
5 63. Defendants deny the allegations contained in paragraph 63 of the Complaint.
6 64. Defendants deny the allegations contained in paragraph 64 of the Complaint.
7 65. Defendants deny the allegations contained in paragraph 65 of the Complaint.
8 66. Defendants deny the allegations contained in paragraph 66 of the Complaint.
9 67. Defendants deny the allegations contained in paragraph 67 of the Complaint.
10 68. Defendants deny the allegations contained in paragraph 68 of the Complaint.
11 69. Defendants deny the allegations contained in paragraph 69 of the Complaint.
12 70. Defendants deny the allegations contained in paragraph 70 of the Complaint.
13 71. Defendants deny the allegations contained in paragraph 71 of the Complaint.
14 72. Defendants deny the allegations contained in paragraph 72 of the Complaint.
15 73. Defendants deny the allegations contained in paragraph 73 of the Complaint.
16 74. Defendants deny the allegations contained in paragraph 74 of the Complaint.

17
18 **AFFIRMATIVE DEFENSES**

19 **FIRST AFFIRMATIVE DEFENSE**

20 Plaintiff's Complaint on file herein fails to state a claim against these Answering
21 Defendants upon which relief can be granted.

22 **SECOND AFFIRMATIVE DEFENSE**

23 That it has been necessary for the Defendants to retain the services of an attorney to
24 defend this action and Defendants are entitled to an award of reasonable attorney's fees and
25 costs incurred herein.

26 **THIRD AFFIRMATIVE DEFENSE**

27 Pursuant to NRCP Rule 11, all possible affirmative defenses may not have been alleged herein
28 insofar as sufficient facts are not available after reasonable inquiry upon the filing of the

1 Plaintiff's Complaint, and therefore, these Answering Defendants reserve the right to amend this
2 Answer to add additional affirmative defenses as additional facts are discovered.

3 **FOURTH AFFIRMATIVE DEFENSE**

4 The alleged investments referenced in the Complaint do not constitute a security under
5 the law.

6 DATED this 3rd day of January, 2018.

7 HAROLD P. GEWERTER, ESQ., LTD.

8 /s/ Harold P. Gewerter

9 HAROLD P. GEWERTER, ESQ.

10 Nevada Bar No. 499

11 1212 S. Casino Center Blvd.

12 Las Vegas, Nevada 89104

13 Attorney for Defendants,

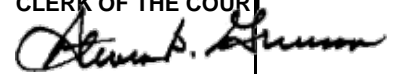
14 *Ronald J. Robinson, Alisa Davis, Virtual*
15 *Communications, and Wintech, LLC*
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DEFENDANTS RONALD J. ROBINSON’S, ALISA DAVIS’, VIRTUAL COMMUNICATION CORPORATION’S AND WINTECH, LLC’S ANSWER TO COMPLAINT AND AFFIRMATIVE DEFENSES was served this 5th day of February, 2018, in the following manner:

 X By being served via email and to the following individuals at their last known email address, this same date, as follows:

/s/: S. Howard
An Employee of
Harold P. Gewerter, Esq., Ltd.



1 T. LOUIS PALAZZO, ESQUIRE
2 Nevada Bar No. 4128
3 PALAZZO LAW FIRM
4 A PROFESSIONAL LAW CORPORATION
5 520 South Fourth Street, Second Floor
6 Las Vegas, Nevada 89101
7 Tele: 702/385-3850
8 Fax: 702/385-3855
9 *Attorney for Defendants,*
10 **JOSH STOLL and RETIRE HAPPY, LLC**

11 **DISTRICT COURT**
12 **CLARK COUNTY, NEVADA**

13 IN THE MATTER BETWEEN,

Case No. A-17-762264-C

14 Steven A. Hotchkiss,

Dept. 8

15 Plaintiff,

**ANSWER, AFFIRMATIVE DEFENSES
AND CROSS CLAIM**

16 vs.

17 Ronald J. Robinson, Vernon Rodriquez,
18 Virtual Communications Corporation,
19 Wintech, LLC, Retire Happy, LLC, Josh
20 Stoll, Frank Yoder, Alisa Davis and DOES 1-
21 10 and ROES 1-10, inclusively,

22 Defendants.

23 COME NOW the Defendants, RETIRE HAPPY, LLC and JOSH STOLL (collectively
24 referred to as Defendants herein) by and through their attorney, T. LOUIS PALAZZO, ESQ., of
25 PALAZZO LAW FIRM and for their Answer to Plaintiff STEVEN A. HOTCHKISS'S, (hereinafter,
26 HOTCHKISS or Plaintiff) Complaint state as follows:

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1 9. Answering Paragraph 9 of Plaintiff's Complaint, Defendants state that they are
2 without sufficient knowledge or information upon which to base a belief as to the truth of the
3 allegations contained therein and, therefore, deny each and every allegation contained therein.
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5 10. Answering Paragraph 10 of Plaintiff's Complaint, Defendants state that they are
6 without sufficient knowledge or information upon which to base a belief as to the truth of the
7 allegations contained therein and, therefore, deny each and every allegation contained therein.
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9 11. Answering Paragraph 11 of Plaintiff's Complaint, Defendants admit that RETIRE
10 HAPPY AND JOSH STOLL maintain offices and do business in Las Vegas, Nevada. Defendants
11 state that they are without sufficient knowledge or information upon which to base a belief as to the
12 truth of the allegations contained in the remainder of the allegations and, therefore, the remaining
13 allegations.
14

15 **FACTUAL BACKGROUND GIVING RISE TO THIS CLAIM**
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17 12. Answering Paragraph 12 of Plaintiff's Complaint, Defendants state that they are
18 without sufficient knowledge or information upon which to base a belief as to the truth of the
19 allegations contained therein and, therefore, deny each and every allegation contained therein.
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21 Furthermore, the allegations call for a legal conclusion which Defendants are not qualified
22 to make and therefore, deny each and every allegation contained therein on that basis.
23

24 13. Answering Paragraph 13 of Plaintiff's Complaint, Defendants state that they are
25 without sufficient knowledge or information upon which to base a belief as to the truth of the
26 allegations contained therein and, therefore, deny each and every allegation contained therein.
27

28 14. Answering Paragraph 14 of Plaintiff's Complaint, Defendants state that they are
without sufficient knowledge or information upon which to base a belief as to the truth of the

1 allegations that Defendant Robinson is the chief executive officer of VCC and is a “control person”
2 under the Nevada securities laws, and admit the remainder of the allegation.

3 Furthermore, the allegations call for a legal conclusion which Defendants are not qualified
4 to make and therefore, deny each and every allegation contained therein on that basis.

5
6 15. Answering Paragraph 15 of Plaintiff’s Complaint, Defendants state that they are
7 without sufficient knowledge or information upon which to base a belief as to the truth of the
8 allegations contained therein, and therefore deny the allegations contained therein.

9 Furthermore, the allegations call for a legal conclusion which Defendants are not qualified
10 to make and therefore, deny each and every allegation contained therein on that basis.

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12 16. Answering Paragraph 16 of Plaintiff’s Complaint, Defendants state that they are
13 without sufficient knowledge or information upon which to base a belief as to the truth of the
14 allegations contained therein, and therefore deny the allegations contained therein.

15 Furthermore, the allegations call for a legal conclusion which Defendants are not qualified
16 to make and therefore, deny each and every allegation contained therein on that basis.

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18 17. Answering Paragraph 17 of Plaintiff’s Complaint, Defendants state that they are
19 without sufficient knowledge or information upon which to base a belief as to the truth of the
20 allegations contained therein, and therefore, deny each and every allegations contained therein.

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22 18. Answering Paragraph 18 of Plaintiff’s Complaint, Defendants state that they are
23 without sufficient knowledge or information upon which to base a belief as to the truth of the
24 allegations contained therein, and therefore deny each and every allegation contained therein.

25 19. Answering Paragraph 19 of Plaintiff’s Complaint, Defendants deny Retire Happy
26 employed unlicensed sales representatives, or that it brought potential investors to VCC to invest in
27 the company’s securities, but admits Defendant Stoll was not an employee of VCC, and that he was
28 not licensed to sell securities in the state of Nevada or Kansas.

1 20. Answering Paragraph 20 of Plaintiff's Complaint, Defendants state that they are
2 without sufficient knowledge or information upon which to base a belief as to the truth of the
3 allegations contained therein and, therefore, deny each and every allegation contained therein.
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5 21. Answering Paragraph 21 of Plaintiff's Complaint, Defendants state that they are
6 without sufficient knowledge or information upon which to base a belief as to the truth of the
7 allegations contained therein, and therefore, deny each and every allegation contained therein.
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9 22. Answering Paragraph 22 of Plaintiff's Complaint, Defendants state that they are
10 without sufficient knowledge or information upon which to base a belief as to the truth of the
11 allegations contained therein, and therefore, deny each and every allegation contained therein.
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13 23. Answering Paragraph 23 of Plaintiff's Complaint, Defendants state that they are without
14 sufficient knowledge or information upon which to base a belief as to the truth of the allegations
15 contained therein, and therefore, deny each and every allegation contained therein.
16

17 24. Answering Paragraph 24 of Plaintiff's Complaint, Defendants state that they are without
18 sufficient knowledge or information upon which to base a belief as to the truth of the allegations
19 contained therein, and therefore, deny each and every allegation contained therein.
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21 25. Answering Paragraph 25 of Plaintiff's Complaint, Defendants state that they are without
22 sufficient knowledge or information upon which to base a belief as to the truth of the allegations
23 contained therein, and therefore, deny each and every allegation contained therein.
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25 26. Answering Paragraph 26 of Plaintiff's Complaint, Defendants state that they are without
26 sufficient knowledge or information upon which to base a belief as to the truth of the allegations
27 contained therein, and therefore, deny each and every allegation contained therein.
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 27. Answering Paragraph 27 of Plaintiff's Complaint, Defendants state that they are without
sufficient knowledge or information upon which to base a belief as to the truth of the allegations
contained therein, and therefore, deny each and every allegation contained therein.

1 28. Answering Paragraph 28 of Plaintiff's Complaint, Defendants state that they are
2 without sufficient knowledge or information upon which to base a belief as to the truth of the
3 allegations made against others, and therefore, deny each and every allegation contained therein.
4

5 29. Answering Paragraph 29 of Plaintiff's Complaint, Defendants state that they are
6 without sufficient knowledge or information upon which to base a belief as to the truth of the
7 allegations contained therein, and therefore, deny each and every allegation contained therein.
8

9 30. Answering Paragraph 30 of Plaintiff's Complaint, Defendants state that they are without
10 sufficient knowledge or information upon which to base a belief as to the truth of the allegations
11 made against others, and therefore, deny each and every allegation contained therein.
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13 31. Answering Paragraph 31, of Plaintiff's Complaint, Defendants state they are without
14 sufficient knowledge or information upon which to base a belief as to the truth of the allegations
15 made against others, and therefore, deny each and every allegation contained therein.
16

17 32. Answering Paragraph 32 of Plaintiff's Complaint, Defendants deny each and every
18 allegation made against them, and are without sufficient knowledge or information upon which to
19 base a belief as to the truth of the allegations made against others, and therefore, deny each and every
20 allegation contained therein.
21

22 33. Answering Paragraph 33 of Plaintiff's Complaint, Defendants state that they are without
23 sufficient knowledge or information upon which to base a belief as to the truth of the allegations
24 made against others, and therefore, deny each and every allegation contained therein.
25

26 34. Answering Paragraph 34 of Plaintiff's Complaint, Defendants state that they are
27 without sufficient knowledge or information upon which to base a belief as to the truth of the
28 allegations made against others, therefore, deny each and every allegation contained therein.
29

30 35. Answering Paragraph 35 of Plaintiff's Complaint, Defendants state that they are without
31 sufficient knowledge or information upon which to base a belief as to the truth of the allegations
32

1 made against others, and therefore, deny each and every allegation contained therein.

2 36. Answering Paragraph 36 of Plaintiff's Complaint, Defendants state that they are without
3 sufficient knowledge or information upon which to base a belief as to the truth of the allegations
4 made against others, and therefore, deny each and every allegation contained therein.
5

6 37. Answering Paragraph 37 of Plaintiff's Complaint, Defendants deny each and every
7 allegation made against them, and are without sufficient knowledge or information upon which to
8 base a belief as to the truth of the allegations made against others, and therefore, deny each and every
9 allegation contained therein.
10

11 38. Answering Paragraph 38 of Plaintiff's Complaint, Defendants deny each and every
12 allegation made against them, and are without sufficient knowledge or information upon which to
13 base a belief as to the truth of the allegations made against others, and therefore, deny each and every
14 allegation contained therein.
15

16 39. Answering Paragraph 39 of Plaintiff's Complaint, Defendants deny each and every
17 allegation made against them; the allegations call for a legal conclusion requiring no answer; and,
18 they are without sufficient knowledge or information upon which to base a belief as to the truth of
19 the allegations made against others, and therefore, deny each and every allegation contained therein.
20

21 40. Answering Paragraph 40 of Plaintiff's Complaint, Defendants deny each and every
22 allegation made against them, and are without sufficient knowledge or information upon which to
23 base a belief as to the truth of the allegations made against others, and therefore, deny each and every
24 allegation contained therein.

25 41. Answering Paragraph 41 of Plaintiff's Complaint, Defendants deny each and every
26 allegation made against them, and are without sufficient knowledge or information upon which to
27 base a belief as to the truth of the allegations made against others, and therefore, deny each and every
28 allegation contained therein.

1 42. Answering Paragraph 42 of Plaintiff's Complaint, Defendants deny each and every
2 allegation made against them, and are without sufficient knowledge or information upon which to
3 base a belief as to the truth of the allegations made against others, and therefore, deny each and every
4 allegation contained therein.
5

6 43. Answering Paragraph 43 of Plaintiff's Complaint, Defendants deny each and every
7 allegation made against them, and are without sufficient knowledge or information upon which to
8 base a belief as to the truth of the allegations made against others, and therefore, deny each and every
9 allegation contained therein.
10

11 44. Answering Paragraph 44 of Plaintiff's Complaint, Defendants deny each and every
12 allegation made against them, and are without sufficient knowledge or information upon which to
13 base a belief as to the truth of the allegations made against others, and therefore, deny each and every
14 allegation contained therein.
15

16 **LEGAL BASIS UPON WHICH RELIEF SHOULD BE GRANTED**

17 **COUNT ONE – FRAUD, MISREPRESENTATIONS AND OMISSIONS**

18 45. Answering Paragraph 45 of Plaintiff's Complaint, Defendants repeat and incorporate
19 their answers to paragraphs 1 through 44, as though fully set forth herein by this reference.
20

21 46. Answering Paragraph 46 of Plaintiff's Complaint, Defendants deny each and every
22 allegation made against them, and are without sufficient knowledge or information upon which to
23 base a belief as to the truth of the allegations made against others, and therefore, deny each and every
24 allegation contained therein.

25 47. Answering Paragraph 47 of Plaintiff's Complaint, Defendants deny each and every
26 allegation made against them, and are without sufficient knowledge or information upon which to
27 base a belief as to the truth of the allegations made against others, and therefore, deny each and every
28 allegation contained therein.

1 48. Paragraph 48 contains conclusions of law to which no answer is required, to the extent
2 any answer is required, Defendants hereby deny the allegations contained therein.

3 49. Paragraph 49 contains conclusions of law to which no answer is required, to the extent
4 any answer is required, Defendants hereby deny the allegations contained therein.

5 50. Answering Paragraph 50 of Plaintiff's Complaint, Defendants state they are without
6 sufficient knowledge or information upon which to base a belief as to the truth of the allegations
7 made against others, and therefore, deny each and every allegation contained therein.

8
9 **COUNT TWO – VIOLATION OF NEVADA UNIFORM SECURITIES ACT §§ NRS**

10 **90.310, 90.460 and 90.660**

11
12 51. Answering Paragraph 51 of Plaintiff's Complaint, Defendants repeat and incorporate
13 their answers to paragraphs 1 through 50, as though fully set forth herein by this reference.

14 52. Answering Paragraph 52 of Plaintiff's Complaint, Defendants deny each and every
15 allegation made against them, and are without sufficient knowledge or information upon which to
16 base a belief as to the truth of the remaining allegations made against others, and therefore, deny
17 each and every allegation contained therein.

18 53. Answering Paragraph 53 of Plaintiff's Complaint, Defendants state that they are
19 without sufficient knowledge or information upon which to base a belief as to the truth of the
20 allegations made against others, and therefore, deny each and every allegation contained therein.

21 54. Paragraph 54 contains conclusions of law to which no answer is required, to the extent
22 any answer is required, Defendants hereby deny the allegations contained therein.

23 55. Paragraph 55 contains conclusions of law to which no answer is required, to the extent
24 any answer is required, Defendants hereby deny the allegations contained therein.

25 56. Answering Paragraph 56 of Plaintiff's Complaint, Defendants admit they were not
26 licensed to sell securities, and deny they were not exempt from licensing.
27
28

1 57. Answering Paragraph 57 of Plaintiff's Complaint, Defendants deny each and every
2 allegation made against them, and are without sufficient knowledge or information upon which to
3 base a belief as to the truth of the remaining allegations made against others, and therefore, deny
4 each and every allegation contained therein.
5

6 58. Answering Paragraph 58 of Plaintiff's Complaint, Defendants state they are without
7 sufficient knowledge or information upon which to base a belief as to the truth of the allegations
8 made against others, and therefore, deny each and every allegation contained therein.
9

10 **COUNT THREE – VIOLATION OF NEVADA UNIFORM SECURITIES ACT §§**

11 **NRS 90.570 and 90.660**

12 59. Answering Paragraph 59 of Plaintiff's Complaint, Defendants repeat and incorporate
13 their answers to paragraphs 1 through 58, as though fully set forth herein by this reference.
14

15 60. Answering Paragraph 60 of Plaintiff's Complaint, Defendants deny each and every
16 allegation made against them, and are without sufficient knowledge or information upon which to
17 base a belief as to the truth of the remaining allegations made against others, and therefore, deny
18 each and every allegation contained therein.

19 61. Answering Paragraph 61 of Plaintiff's Complaint, Defendants deny each and every
20 allegation made against them, and are without sufficient knowledge or information upon which to
21 base a belief as to the truth of the remaining allegations made against others, and therefore, deny
22 each and every allegation contained therein.
23

24 62. Answering Paragraph 62 of Plaintiff's Complaint, Defendants state they are without
25 sufficient knowledge or information upon which to base a belief as to the truth of the allegations
26 made against others, and therefore, deny each and every allegation contained therein.
27

28 63. Answering Paragraph 63 of Plaintiff's Complaint, Defendants deny each and every
allegation made against them, and are without sufficient knowledge or information upon which to

1 base a belief as to the truth of the remaining allegations made against others, and therefore, deny
2 each and every allegation contained therein.

3 64. Answering Paragraph 64 of Plaintiff's Complaint, Defendants deny each and every
4 allegation made against them, and are without sufficient knowledge or information upon which to
5 base a belief as to the truth of the remaining allegations made against others, and therefore, deny
6 each and every allegation contained therein.

7
8 65. Answering Paragraph 65 of Plaintiff's Complaint, Defendants deny each and every
9 allegation made against them, and are without sufficient knowledge or information upon which to
10 base a belief as to the truth of the remaining allegations made against others, and therefore, deny
11 each and every allegation contained therein.

12
13 66. Paragraph 66 contains conclusions of law to which no answer is required, to the
14 extent any answer is required, Defendants hereby deny the allegations contained therein.

15 67. Answering Paragraph 67 of Plaintiff's Complaint, Defendants state they are without
16 sufficient knowledge or information upon which to base a belief as to the truth of the allegations
17 made against others, and therefore, deny each and every allegation contained therein.

18
19 **COUNT FOUR – BREACH OF WRITTEN CONTRACT**

20 68. Answering Paragraph 68 of Plaintiff's Complaint, Defendants repeat and incorporate
21 their answers to paragraphs 1 through 67, as though fully set forth herein by this reference.

22
23 69. Answering Paragraph 69 of Plaintiff's Complaint, Defendants state they are without
24 sufficient knowledge or information upon which to base a belief as to the truth of the allegations
25 made against others, and therefore, deny each and every allegation contained therein.

26 70. Answering Paragraph 70 of Plaintiff's Complaint, Defendants state they are without
27 sufficient knowledge or information upon which to base a belief as to the truth of the allegations
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1 made against others, and therefore, deny each and every allegation contained therein.

2 71. Answering Paragraph 71 of Plaintiff's Complaint, Defendants state they are without
3 sufficient knowledge or information upon which to base a belief as to the truth of the allegations
4 made against others, and therefore, deny each and every allegation contained therein.
5

6 72. Answering Paragraph 72 of Plaintiff's Complaint, Defendants state they are without
7 sufficient knowledge or information upon which to base a belief as to the truth of the allegations
8 made against others, and therefore, deny each and every allegation contained therein.
9

10 73. Answering Paragraph 73 of Plaintiff's Complaint, Defendants state they are without
11 sufficient knowledge or information upon which to base a belief as to the truth of the allegations
12 made against others, and therefore, deny each and every allegation contained therein.

13 74. Answering Paragraph 74 of Plaintiff's Complaint, Defendants deny each and every
14 allegation made against them, and are without sufficient knowledge or information upon which to
15 base a belief as to the truth of the remaining allegations made against others, and therefore, deny
16 each and every allegation contained therein.
17

18 **AFFIRMATIVE DEFENSES**

19 **FIRST AFFIRMATIVE DEFENSE**

20 Plaintiffs' Complaint fails to state any claim against the answering Defendants upon which
21 relief can be granted.
22

23 **SECOND AFFIRMATIVE DEFENSE**

24 These answering Defendants assert that they have performed no act or omission relevant to
25 the subject matter of the Complaint that would impose upon them any liability to Plaintiff.

26 **THIRD AFFIRMATIVE DEFENSE**

27 These answering Defendants are privileged to protect their own financial interests.
28

1 **FOURTH AFFIRMATIVE DEFENSE**

2 These answering Defendants actions in no way caused or contributed to Plaintiff's injuries,
3 if any.

4 **FIFTH AFFIRMATIVE DEFENSE**

5 Damages, if any, suffered by Plaintiff were caused in whole or in part, or were contributed
6 to reason of Plaintiff's acts and/or Plaintiff's failure to perform in all respects as contemplated by
7 the parties herein.

8 **SIXTH AFFIRMATIVE DEFENSE**

9 By his own acts, Plaintiff has waived whatever right he may otherwise have to relief from
10 these answering Defendants.

11 **SEVENTH AFFIRMATIVE DEFENSE**

12 Plaintiffs damages, if any, are limited by the economic loss rule.

13 **EIGHTH AFFIRMATIVE DEFENSE**

14 Plaintiffs acts, omissions and damages of which he complains resulted from his own
15 negligent and/or intentional conduct or illegal actions.

16 **NINTH AFFIRMATIVE DEFENSE**

17 The claims are barred by virtue of an efficient intervening and superseding cause.

18 **TENTH AFFIRMATIVE DEFENSE**

19 All or part of the alleged securities improperly issued as alleged by Plaintiff arose by virtue
20 of Plaintiff's own instance and acts and not at any of these answering Defendants instance or acts
21 and Plaintiff is therefore estopped to demand damages from either of these answering Defendants
22 for damages purportedly arising thereby.

1 **ELEVENTH AFFIRMATIVE DEFENSE**

2 Plaintiff's alleged dealings as alleged in the contract/subscription agreement, if any, exists
3 by and between Plaintiff and VCC and neither of these answering Defendants is a party to or a
4 personal guarantor of any such contract and Plaintiff, is therefore not in privity with these answering
5 Defendants and may not assert a claim against these answering Defendants for any alleged harm set
6 forth by Plaintiff's Complaint.

7 **TWELFTH AFFIRMATIVE DEFENSE**

8 Defendant STOLL was merely an employee of Defendant RETIRE HAPPY, LLC, all acts
9 done by STOLL in any regard were done in such capacity only and therefore, STOLL has no
10 individual personal responsibility to Plaintiff for any such activity.

11 **THIRTEENTH AFFIRMATIVE DEFENSE**

12 Any and all acts and activities of STOLL alleged by Plaintiff to be an employee of RETIRE
13 HAPPY, LLC., were undertaken by STOLL in accordance with the best business judgment rule.

14 **FOURTEENTH AFFIRMATIVE DEFENSE**

15 Plaintiff is estopped to assert any rights under the contracts alleged in the Complaint by virtue
16 of his own acts or omissions on which these answering Defendants relied.

17 **FIFTEENTH AFFIRMATIVE DEFENSE**

18 These answering Defendants allege that the occurrences referred to in Plaintiff's Complaint,
19 and all injuries and damages, if any, resulting therefrom, were caused by the acts or omissions of a
20 third party over whom these answering Defendants had no control, including fraudulent and illegal
21 actions of others.

22 **SIXTEENTH AFFIRMATIVE DEFENSE**

23 All risks and dangers involved in the factual situation described in Plaintiffs' Complaint were
24 open, obvious and known to Plaintiff.

1 **SEVENTEENTH AFFIRMATIVE DEFENSE**

2 Plaintiff, with full knowledge of all the facts connected with or relating to the transaction
3 alleged in the Complaint, ratified and confirmed in all respects the acts of these answering
4 Defendants by accepting the benefits to Plaintiff accruing from such acts.
5

6 **EIGHTEENTH AFFIRMATIVE DEFENSE**

7 These answering Defendants allege that the injuries complained of in Plaintiff's Complaint,
8 if any, were not the result of the willful misconduct, gross negligence, or unreasonable commercial
9 conduct of these answering Defendants.
10

11 **NINETEENTH AFFIRMATIVE DEFENSE**

12 Neither of these answering Defendants committed any acts of misrepresentations, omissions,
13 fraud or malice, express or implied.
14

15 **TWENTIETH AFFIRMATIVE DEFENSE**

16 Defendants VCC and ROBINSON drafted the agreement placed in issue and are therefore
17 responsible for any and all harm arising therefrom, if any.
18

19 **TWENTY-FIRST AFFIRMATIVE DEFENSE**

20 These answering Defendants have not violated any provision of NRS 78 et seq, NRS 90.310,
21 NRS 90.460, NRS 90.660, NRS 90.570, or any other provision of the Nevada Uniform Securities
22 Act.
23

24 **TWENTY-SECOND AFFIRMATIVE DEFENSE**

25 Plaintiff waived his rights under the contracts alleged in the Complaint by intentionally and
26 knowingly waiving rights known to him.
27

28 **TWENTY-THIRD AFFIRMATIVE DEFENSE**

 Plaintiff assumed the risk of any and all alleged losses.

1 **TWENTY-FOURTH AFFIRMATIVE DEFENSE**

2 Any and all transaction that were negotiated between Plaintiff and these answering
3 Defendants were done at arm's length, in good faith, and with the ability to seek legal counsel.
4

5 **TWENTY-FIFTH AFFIRMATIVE DEFENSE**

6 Plaintiff has failed to mitigate his damages.

7 **TWENTY-SIXTH AFFIRMATIVE DEFENSE**

8 Plaintiff, with knowledge of the facts connected with or relating to the transactions and
9 occurrences alleged in the Complaint, ratified and confirmed the actions of these answering
10 Defendants.
11

12 **TWENTY-SEVENTH AFFIRMATIVE DEFENSE**

13 There was no legal consideration whatsoever for the damages to which the Plaintiff now
14 claims is due from these answering Defendants.
15

16 **TWENTY-EIGHTH AFFIRMATIVE DEFENSE**

17 Plaintiff has not stated, or has misstated the agreement, between Plaintiff and these answering
18 Defendants, if any, and as a result. the Complaint is without merit and must be dismissed as to these
19 answering Defendants.
20

21 **RULE 8 STATEMENT**

22 These answering Defendants incorporate by this reference those Affirmative Defenses
23 enumerated in Rule 8 of the Nevada Rules of Civil Procedure as if fully set forth herein. If further
24 investigation or discovery reveals the applicability of any such defenses, Defendants reserve the right
25 to seek leave of this Court to amend this Answer to Plaintiff's Complaint to specifically assert any
26 such defense. Such defenses are herein incorporated by this reference for the specific purpose of not
27 waiving any such defenses.
28

1 **RULE 11 STATEMENT**

2 Pursuant to Rule 11 of the Nevada Rules of Civil Procedure, all possible affirmative defenses
3 may not have been alleged herein, insofar as sufficient facts were not available after reasonable
4 inquiry upon the filing of this Answer and, therefore, Defendants JULIE MINUSKIN and RETIRE
5 HAPPY, LLC reserve the right to amend this Answer to alleged additional affirmative defenses if
6 subsequent investigation warrants.
7

8 **ATTORNEY FEES**

9 Defendants JOSH STOLL and RETIRE HAPPY, LLC has been forced to retain counsel to
10 defend against Plaintiff's Complaint, and Defendants JOSH STOLL and RETIRE HAPPY, LLC are
11 entitled to an award of reasonable attorney's fees.
12

13 WHEREFORE, Defendants RETIRE HAPPY, LLC and JOSH STOLL, pray that Plaintiff's
14 Complaint on file herein be dismissed with prejudice, that Plaintiff be denied all requested relief and
15 take nothing by reason of the Complaint, and that Defendants RETIRE HAPPY, LLC and JOSH
16 STOLL recover from Plaintiff any and all relief this Court deems just and proper.
17

18 **CROSSCLAIMS AGAINST VCC and ROBINSON FOR**
19 **CONTRIBUTION AND INDEMNITY**

20 COMES NOW, Defendants/Cross-Claimants, RETIRE HAPPY, LLC, a Nevada Limited
21 Liability Company and JOSH STOLL, an individual, (hereinafter CrossClaimants) , by and through
22 their attorney, T. LOUIS PALAZZO, ESQ., of PALAZZO LAW FIRM and alleges for a
23 Crossclaim against the CrossDefendants, VCC and ROBINSON (hereinafter, CrossDefendants)
24 hereby aver and allege as follows:
25

- 26 1. JOSH STOLL is an individual residing in Clark County, Nevada.
- 27 2. RETIRE HAPPY, LLC is a limited liability company organized pursuant to the laws
28 of the State of Nevada, is qualified to conduct business in Clark County, Nevada, and conducts

1 business in Clark County, Nevada.

2 4. At all times relevant herein, Defendant/Cross Defendant VIRTUAL
3 COMMUNICATIONS CORPORATION (“VCC”) was a Nevada corporation doing business in
4 Clark County, Nevada.
5

6 5. At all times relevant herein, Defendant/Cross Defendant RONALD J. ROBINSON
7 (“Mr. Robinson”) was, on information and belief, a resident of Nevada, and doing business through
8 VCC in Nevada.
9

10 6. That Crossclaimants have been sued by Plaintiff in the above referenced action for
11 losses and damages sustained in connection with financial transactions that occurred on September
12 23, 2013.

13 6. Neither STOLL nor RETIRE HAPPY, LLC are in privity to the contracts complained
14 of herein.
15

16 7. STOLL and RETIRE HAPPY, LLC alleges CrossDefendants are liable for any
17 injuries or damages allegedly sustained by Plaintiff as a result of their conduct as alleged in
18 Plaintiff's Complaint.

19 8. STOLL and RETIRE HAPPY, LLC alleges that in the event that it is found to be
20 liable to Plaintiff, or any other party for damages, or if payment is made by them to any other party
21 as a result of the incidents and occurrences described in the Plaintiff's Complaint, then the liability
22 of or payment by STOLL and/or RETIRE HAPPY, LLC is based upon an obligation imposed by law
23 and not based upon the acts or omissions of STOLL and/or RETIRE HAPPY, LLC but is based upon
24 the acts or omissions of the CrossDefendants, including, without limitation, the alleged conduct as
25 more fully set forth in Plaintiff's Complaint and STOLL and RETIRE HAPPY, LLC therefore,
26 alleges that they are entitled to be indemnified, equitably or expressly, by said Cross- Defendants for
27
28

1 any liability they may incur toward, may have paid, or may be required to pay to Plaintiff or any
2 other party.

3 9. STOLL and RETIRE HAPPY, LLC alleges that in the event they are found to be
4 liable to Plaintiff or any other party for damages, or if payment is made by them to Plaintiff or to
5 any other party as a result of the incident or occurrence described in Plaintiff's Complaint, then their
6 liability for payment is based upon the acts and/or omissions of CrossDefendants and they therefore,
7 allege that if they are required to pay damages or other sums to Plaintiff, or any other party,
8 CrossDefendants are liable for said judgment or payment and CrossClaimants are entitled to
9 contribution from said CrossDefendants; STOLL and RETIRE HAPPY, LLC requests that theories
10 of contribution applicable to joint tortfeasors be applied in order that no party is called upon to bear
11 more than its proportional share of liability and damages.
12

13
14 WHEREFORE, CrossClaimants pray for judgment as follows:

15 1. That JOSH STOLL and RETIRE HAPPY, LLC be awarded judgment against
16 CrossDefendant on CrossClaimant's Crossclaim for contribution and/or indemnification in an
17 amount to be determined at the time of trial;
18

19 2. For costs of suit incurred herein, attorneys' fees and for such other and further relief as the
20 Court deems just and proper under the circumstances.
21

22 Dated this 29th day of January, 2018

23 PALAZZO LAW FIRM
24 A PROFESSIONAL LAW CORPORATION

25 /s/ T. Louis Palazzo
26 T. LOUIS PALAZZO, ESQUIRE
27 Nevada Bar No. 4128
28 520 South Fourth Street, Second Floor
 Las Vegas, Nevada 89101
 Attorney for Defendants,
 JOSH STOLL and RETIRE HAPPY, LLC.

1 **CERTIFICATE OF SERVICE**

2 Pursuant of NRCp 5(b), I hereby certify that I am an employee of PALAZZO LAW FIRM,
3 P.C., and that on the 5th day of February, 2018, I served a true and correct copy of the foregoing
4 document by:

5 ☐ Mail on all parties in said action, by placing a true copy thereof enclosed in a sealed
6 envelope in a designated area for outgoing mail, addressed as set forth below.

7 ☐ Personal delivery by causing a true copy thereof to be hand delivered this date to the
8 address(es) at the address(es) set forth below.

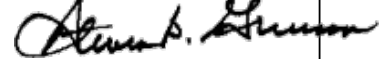
9 ☐ Courtesy copy by facsimile on the parties in said action by causing a true copy
10 thereof to be telecopied to the number indicated after the address(es) noted below.

11 ☒ Electronically through the Eighth Judicial District Court electronic filing system.

12 ☐ Federal Express or other overnight delivery addressed as follows:

13 David Liebrader, Esq.
14 THE LAW OFFICES OF DAVID LIEBRADER, INC.
15 601 South Rancho Drive, Ste. D-29
16 Las Vegas, NV 89106

17 /s/Celina Moore
18 An employee of PALAZZO LAW FIRM
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1 **ANS**
2 HAROLD P. GEWERTER, ESQ.
3 Nevada Bar No. 499
4 HAROLD P. GEWERTER, ESQ., LTD.
5 1212 So. Casino Center Blvd.
6 Las Vegas Nevada 89104
7 Telephone: (702) 382-1714
8 Fax: (702) 382-1759
9 Email: harold@gewerterlaw.com
10 Attorney for Defendants,
11 *Ronald J. Robinson, Alisa Davis,*
12 *Virtual Communications, and*
13 *Wintech, LLC*

14 **DISTRICT COURT**
15 **CLARK COUNTY, NEVADA**

16 IN THE MATTER BETWEEN,

17 Steven A. Hotchkiss,

18 Plaintiff,

19 vs.

20 Ronald J. Robinson, Vernon Rodriguez,
21 Virtual Communications Corporation,
22 Wintech, LLC, Retire Happy, LLC, Josh Stoll,
23 Frank Yoder, Alisa Davis, and DOES 1-10
24 AND ROES 1-10, inclusively,

25 Defendants.

CASE NO.: A-17-762264-C

DEPT. NO.: 8

**DEFENDANTS RONALD J. ROBINSON'S
AND VIRTUAL COMMUNICATION
CORPORATION'S ANSWER TO RETIRE
HAPPY, LLC, AND JOSH STOLL'S
CROSSCLAIM**

26 Defendants RONALD J. ROBINSON, and VIRTUAL COMMUNICATION
27 CORPORATION (collectively, the "Answering Defendants" or the "Defendants"), by and
28 through their attorney of record, HAROLD P. GEWERTER, ESQ., of the law offices of
HAROLD P. GEWERTER, ESQ., LTD., herewith file their Answer and Affirmative Defenses,
as follows:

The Answering Cross-Defendants deny each and every allegation of Cross-Claimants'

1 Crossclaim except those allegations which are herein specifically admitted, qualified, or
2 otherwise answered.

3 These Answering Cross-Defendants deny that Cross-Claimants are entitled to any
4 recovery, and Cross-Defendants request that Cross-Claimants' Crossclaim be dismissed with
5 prejudice on the merits.

6 1. Cross-Defendants admit the allegations contained in paragraph 1 of the
7 Crossclaim.

8 2. Cross-Defendants admit the allegations contained in paragraph 2 of the
9 Crossclaim.

10 3. Cross-Defendants admit the allegations contained in paragraph 4 [sic] 3 of the
11 Crossclaim.

12 4. The Cross-Defendants are without sufficient knowledge or information as to the
13 truth or falsity of the allegations contained in paragraph 5 [sic] 4 of the Crossclaim and
14 therefore, deny each and every allegation contained in said paragraph.

15 5. The Cross-Defendants are without sufficient knowledge or information as to the
16 truth or falsity of the allegations contained in paragraph 6 [sic] 5 of the Crossclaim and
17 therefore, deny each and every allegation contained in said paragraph.

18 6. The Cross-Defendants are without sufficient knowledge or information as to the
19 truth or falsity of the allegations contained in paragraph 6 of the Crossclaim and therefore, deny
20 each and every allegation contained in said paragraph.

21 7. Cross-Defendants deny the allegations contained in paragraph 7 of the
22 Crossclaim.

23 8. Cross-Defendants deny the allegations contained in paragraph 8 of the
24 Crossclaim.

25 9. Cross-Defendants deny the allegations contained in paragraph 63 of the
26 Crossclaim.

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AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

Cross-Claimants' Crossclaim on file herein fails to state a claim against these Answering Cross-Defendants upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

That it has been necessary for the Cross-Defendants to retain the services of an attorney to defend this action and Cross-Defendants are entitled to an award of reasonable attorney's fees and costs incurred herein.

THIRD AFFIRMATIVE DEFENSE

Pursuant to NRCP Rule 11, all possible affirmative defenses may not have been alleged herein insofar as sufficient facts are not available after reasonable inquiry upon the filing of the Cross-Claimants' Crossclaim, and therefore, these Answering Cross-Defendants reserve the right to amend this Answer to add additional affirmative defenses as additional facts are discovered.

DATED this 10th day of April, 2018.

HAROLD P. GEWERTER, ESQ., LTD.

/s/ Harold P. Gewerter

HAROLD P. GEWERTER, ESQ.

Nevada Bar No. 499

1212 S. Casino Center Blvd.

Las Vegas, Nevada 89104

Attorney for Defendants/Cross-Defendants,

Ronald J. Robinson,

Virtual Communications Corporation

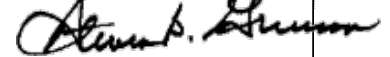
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J. ROBINSON'S AND VIRTUAL COMMUNICATION CORPORATION'S ANSWER

17th day of April, 2018, by electronic service via the court's electronic filing and electronic service to the counsel set forth on the service list, and listed below, pursuant to Administrative Order 14-2, NEFCR 9 (a), and EDCR Rule 7.26.

David Liebrader, Esq.
THE LAW OFFICES OF DAVID LIEBRADER, APC
601 S. Rancho Dr., Ste. D-29
Las Vegas, NV 89106
Attorney for Plaintiff,
STEVEN A. HOTCHKISS

/s/: Sonja Howard
An Employee of
HAROLD P. GEWERTER, ESQ., LTD.



1 **SUGB**
2 HAROLD P. GEWERTER, ESQ.
3 Nevada Bar No. 499
4 HAROLD P. GEWERTER, ESQ., LTD.
5 1212 So. Casino Center Blvd.
6 Las Vegas Nevada 89104
7 Telephone: (702) 382-1714
8 Fax: (702) 382-1759
9 Email: harold@gewerterlaw.com
10 Attorney for Defendants,
11 *Ronald J. Robinson, Alisa Davis,*
12 *Virtual Communications, and*
13 *Wintech, LLC*

14 **DISTRICT COURT**
15 **CLARK COUNTY, NEVADA**

16 IN THE MATTER BETWEEN,

CASE NO.: A-17-762264-C
DEPT. NO.: 8

17 Steven A. Hotchkiss,

18 Plaintiff,

19 vs.

20 Ronald J. Robinson, Vernon Rodriguez,
21 Virtual Communications Corporation,
22 Wintech, LLC, Retire Happy, LLC, Josh Stoll,
23 Frank Yoder, Alisa Davis, and DOES 1-10
24 AND ROES 1-10, inclusively,

25 Defendants.

26 **SUGGESTION OF BANKRUPTCY**

27 PLEASE TAKE NOTICE that on May 22, 2018, Defendant Virtual Communications
28 Corporation ("VCC") filed a voluntary petition in the United States Bankruptcy Court for the
District of Nevada for relief under chapter 11 of title 11 of the United States Code (the
"Bankruptcy Code") under case number 18-12951-leb. A copy of VCC's chapter 11 petition is
attached hereto as Exhibit 1.

1 PLEASE TAKE FURTHER NOTICE that pursuant to section 362(a) of the Bankruptcy
2 Code, VCC's filing of its voluntary chapter 11 petition operations as an automatic stay,
3 applicable to all persons and entities, of, among other things, (a) the commencement or
4 continuation of all judicial, administrative, or other actions or proceedings against VCC (i) that
5 were or could have been commenced before the filing of VCC chapter 11 petition or (ii) to
6 recover on any claims against VCC that arose before the filing of VCC chapter 11 petition; (b)
7 the enforcement against VCC or against any property of VCC's bankruptcy estate, of any
8 judgment obtained before the filing of VCC chapter 11 petition; and (c) any act to obtain
9 possession of or exercise control over property of VCC's bankruptcy estate.

10 DATED this 4th day of June, 2018.

11 HAROLD P. GEWERTER, ESQ., LTD.

12 /s/ Harold P. Gewerter

13 HAROLD P. GEWERTER, ESQ.

14 Nevada Bar No. 499

15 1212 S. Casino Center Blvd.

16 Las Vegas, Nevada 89104

17 Attorney for Defendants/Cross-Defendants,

18 *Ronald J. Robinson,*

19 *Virtual Communications Corporation*
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David Liebrader, Esq.
THE LAW OFFICES OF DAVID LIEBRADER, APC
601 S. Rancho Dr., Ste. D-29
Las Vegas, NV 89106
Attorney for Plaintiff,
STEVEN A. HOTCHKISS

3

EXHIBIT “1”

Fill in this information to identify your case:

United States Bankruptcy Court for the:

DISTRICT OF NEVADA

Case number (if known)

Chapter 11

☐ Check if this an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

4/16

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's name VIRTUAL COMMUNICATIONS CORPORATION

2. All other names debtor used in the last 8 years
Include any assumed names, trade names and doing business as names

3. Debtor's federal Employer Identification Number (EIN) 46-3651092

4. Debtor's address

Principal place of business	Mailing address, if different from principal place of business
319 E. Warm Springs Road, Suite 100 Las Vegas, NV 89119 Number, Street, City, State & ZIP Code	P.O. Box, Number, Street, City, State & ZIP Code
Clark County	Location of principal assets, if different from principal place of business
	Number, Street, City, State & ZIP Code

5. Debtor's website (URL)

6. Type of debtor

☒ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))

☐ Partnership (excluding LLP)

☐ Other. Specify:

Debtor **VIRTUAL COMMUNICATIONS CORPORATION**
Name

Case number (if known)

7. Describe debtor's business A. Check one:

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
- ☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- ☐ Railroad (as defined in 11 U.S.C. § 101(44))
- ☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
- ☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
- ☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
- ☒ None of the above

B. Check all that apply

- ☐ Tax-exempt entity (as described in 26 U.S.C. § 501)
- ☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
- ☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor.
See <http://www.uscourts.gov/four-digit-national-association-naics-codes>.

5415**8. Under which chapter of the Bankruptcy Code is the debtor filing?** Check one:

- ☐ Chapter 7
- ☐ Chapter 9

☒ Chapter 11. Check all that apply:

- ☐ Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,566,050 (amount subject to adjustment on 4/01/19 and every 3 years after that).
- ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ A plan is being filed with this petition.
- ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
- ☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11 (Official Form 201A) with this form.
- ☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.

☐ Chapter 12**9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?**

- ☒ No.
- ☐ Yes.

If more than 2 cases, attach a separate list.

District	When	Case number
District	When	Case number

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?

- ☒ No
- ☐ Yes.

List all cases. If more than 1, attach a separate list

Debtor	Relationship
District	Case number, if known
When	

Debtor **VIRTUAL COMMUNICATIONS CORPORATION**
Name

Case number (if known)

11. Why is the case filed in this district?

Check all that apply:

- ☒ Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
- ☐ A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?☒ No☐ Yes.

Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? (Check all that apply.)☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.

What is the hazard?

☐ It needs to be physically secured or protected from the weather.☐ It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).☐ Other**Where is the property?**

Number, Street, City, State & ZIP Code

Is the property insured?☐ No☐ Yes. Insurance agency

Contact name

Phone

Statistical and administrative information**13. Debtor's estimation of available funds**

Check one:

☒ Funds will be available for distribution to unsecured creditors.☐ After any administrative expenses are paid, no funds will be available to unsecured creditors.**14. Estimated number of creditors**☐ 1-49☐ 50-99☒ 100-199☐ 200-999☐ 1,000-5,000☐ 5001-10,000☐ 10,001-25,000☐ 25,001-50,000☐ 50,001-100,000☐ More than 100,000**15. Estimated Assets**☒ \$0 - \$50,000☐ \$50,001 - \$100,000☐ \$100,001 - \$500,000☐ \$500,001 - \$1 million☐ \$1,000,001 - \$10 million☐ \$10,000,001 - \$50 million☐ \$50,000,001 - \$100 million☐ \$100,000,001 - \$500 million☐ \$500,000,001 - \$1 billion☐ \$1,000,000,001 - \$10 billion☐ \$10,000,000,001 - \$50 billion☐ More than \$50 billion**16. Estimated liabilities**☐ \$0 - \$50,000☐ \$50,001 - \$100,000☐ \$100,001 - \$500,000☐ \$500,001 - \$1 million☒ \$1,000,001 - \$10 million☐ \$10,000,001 - \$50 million☐ \$50,000,001 - \$100 million☐ \$100,000,001 - \$500 million☐ \$500,000,001 - \$1 billion☐ \$1,000,000,001 - \$10 billion☐ \$10,000,000,001 - \$50 billion☐ More than \$50 billion

Debtor **VIRTUAL COMMUNICATIONS CORPORATION**
Name

Case number (if known)

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

**17. Declaration and signature
of authorized
representative of debtor**

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

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

Executed on May 21, 2018
MM / DD / YYYY

X /s/ Michael Yoder

Signature of authorized representative of debtor

Michael Yoder

Printed name

Title **President and Director**

18. Signature of attorney

X /s/ Bart K. Larsen

Signature of attorney for debtor

Date **May 21, 2018**

MM / DD / YYYY

Bart K. Larsen

Printed name

Kolesar & Leatham, Chtd.

Firm name

400 S. Rampart

Suite 400

Las Vegas, NV 89145

Number, Street, City, State & ZIP Code

Contact phone **702-362-7800**

Email address **info@klinevada.com**

8538

Bar number and State

**UNANIMOUS WRITTEN CONSENT IN LIEU OF SPECIAL MEETING
OF THE BOARD OF DIRECTORS OF
VIRTUAL COMMUNICATIONS CORPORATION,
A NEVADA CORPORATION**

The undersigned, being all of the Directors of VIRTUAL COMMUNICATIONS CORPORATION, a Nevada corporation (the "Corporation"), hereby waive notice of meeting and consent to the following resolutions in lieu of a Special Meeting in accordance with Nevada Revised Statutes ("NRS") §78.315 and with the Corporation's Bylaws with the same effect as if those resolutions had been duly proposed and adopted at a Special Meeting of Directors of the Corporation duly called and held in accordance with applicable law and the Bylaws of this Corporation:

APPROVAL OF BANKRUPTCY

WHEREAS, NRS §78.315 provides, in pertinent part, that unless otherwise restricted by the articles of incorporation or bylaws, any action required or permitted to be taken at a meeting of the board of directors may be taken without a meeting if, before or after the action, a written consent thereto is signed by all the members of the board; and

WHEREAS, there is nothing under the Articles of Incorporation, as amended, of the Corporation or the Bylaws of the Corporation that expressly restricts the right of the Board of Directors of the Corporation (the "Board") to take action by written consent in accordance with NRS §78.315; and

WHEREAS, the Board has determined that the Corporation is unable to meet its obligations as they become due in the ordinary course of business; and

WHEREAS, the Board believes it is advisable and in the best interest of the Corporation to proceed with the approval and filing of a Chapter 11 bankruptcy petition for the Corporation (the "Bankruptcy").

NOW, THEREFORE, BE IT RESOLVED, that the Bankruptcy is hereby authorized and approved; and

BE IT FURTHER RESOLVED, that each of the President, Treasurer, Secretary and any other officer of the Corporation (each, an "Authorized Officer") be and hereby is authorized and directed to execute any and all documents necessary to effect the Bankruptcy and is hereby further authorized to take such actions, including those necessary to obtain any necessary consents or approvals, to make such filings and to prepare, execute and deliver such other letters, agreements, instruments and documents as an Authorized Officer, in his sole discretion, deems necessary or advisable to effect the foregoing resolutions and the transactions contemplated thereby.

APPROVAL OF BANKRUPTCY COUNSEL

WHEREAS, in connection with the Bankruptcy, the Board believes it is advisable and in the best interest of the Corporation to retain Kolesar & Leatham as counsel to the Corporation.

NOW, THEREFORE, BE IT RESOLVED, that Kolesar & Leatham is hereby approved as Bankruptcy counsel for the Corporation; and

BE IT FURTHER RESOLVED, that each Authorized Officer be and hereby is authorized and directed to execute any and all documents necessary to retain Kolesar & Leatham as Bankruptcy counsel for the Corporation.

GENERAL AUTHORIZING RESOLUTION

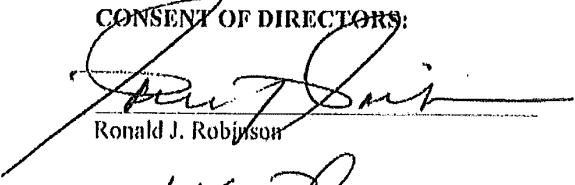
BE IT FURTHER RESOLVED, that an Authorized Officer be and hereby is, authorized and directed, for and on behalf of the Corporation, to take or cause to be taken any and all actions, to make all such arrangements, and to execute and deliver such other instruments and documents as an Authorized Officer may deem necessary or appropriate in order to effectuate fully the purpose of each and all of the foregoing resolutions and consummate the transactions contemplated herein, the taking of any such action being conclusive evidence of such determination, and any and all actions taken heretofore and hereafter to accomplish such purposes, all or singular, are hereby ratified and confirmed; and

BE IT FINALLY RESOLVED, that this Unanimous Written Consent in Lieu of Special Meeting of the Board of Directors of the Corporation may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same consent.

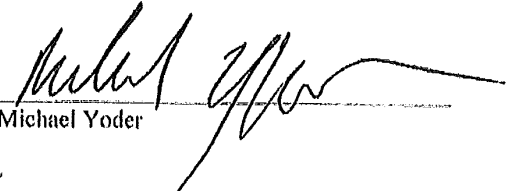
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IN WITNESS WHEREOF, the undersigned have executed this Unanimous Written Consent in lieu of a Special Meeting of the Board of Directors of Virtual Communications Corporation, a Nevada corporation, effective the 26 day of April, 2018.

CONSENT OF DIRECTORS:



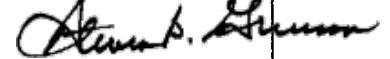
Ronald J. Robinson



Michael Yoder



S. Vernon Rodriguez



1 DAVID LIEBRADER, ESQ.
2 STATE BAR NO. 5048
3 THE LAW OFFICES OF DAVID LIEBRADER, APC
4 601 S. RANCHO DR. STE. D-29
5 LAS VEGAS, NV 89106
6 PH: (702) 380-3131
7 Attorney for Plaintiffs

8 DISTRICT COURT
9 CLARK COUNTY, NEVADA

10 IN THE MATTER BETWEEN) Case No. A-17-763003-C
11)
12 Anthony White, Robin Suntheimer, Troy) Dept.: 24
13 Suntheimer, Stephens Ghesquiere, Jackie Stone,)
14 Gayle Chany, Kendall Smith, Gabriele) FIRST AMENDED COMPLAINT
15 Lavermicocca and Robert Kaiser)
16) EXEMPT FROM ARBITRATION:
17 PLAINTIFFS,) EXCEEDS JURISDICTIONAL
18) MINIMUM
19 v.)
20)
21 Ronald J. Robinson, Vernon Rodriguez, Virtual)
22 Communications Corporation, Wintech, LLC, Alisa) JURY TRIAL DEMANDED
23 Davis, Julie Minuskin, Josh Stoll, Retire Happy)
24 LLC, and DOES 1-10 and ROES 1-10, inclusively,)
25)
26 DEFENDANTS)

18 Plaintiff Anthony White files this first amended complaint by adding as Plaintiffs and
19 Defendants the following individuals (and a corporate entity), while withdrawing all efforts to
20 certify this case as a class action.
21 New Plaintiffs: Robin Suntheimer, Troy Suntheimer, Stephens Ghesquiere, Jackie Stone,
22 Gayle Chany, Kendall Smith, Gabriele Lavermicocca, Robert Kaiser.
23 New Defendants: Retire Happy, LLC, Julie Minuskin, Josh Stoll.

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INTRODUCTION

THE PARTIES

1. Plaintiff Anthony White ("Mr. White" or "Plaintiff") is a man living in Dakula, Georgia.
2. Plaintiff Stephens Ghesquiere ("Mr. Ghesquiere" or "Plaintiff") is a man living in Pensacola, Florida.
3. Plaintiff Troy Suntheimer ("Mr. Suntheimer" or "Plaintiff") is a man living in Newport News, Virginia.
4. Plaintiff Robin Suntheimer ("Ms. Suntheimer" or "Plaintiff") is a woman living in Newport News, Virginia.
5. Plaintiff Jackie Stone ("Ms. Stone" or "Plaintiff") is a woman living in Rescue, California.
6. Plaintiff Gabriele Lavermicocca ("Ms. Lavermicocca" or "Plaintiff") is a woman living in San Diego, California.
7. Plaintiff Gayle Chany ("Ms. Chany" or "Plaintiff") is a woman living in Crest Hill, Illinois.
8. Plaintiff Kendall Smith ("Mr. Smith" or "Plaintiff") is a man living in Reed Point Montana.
9. Plaintiff Robert Kaiser ("Mr. Kaiser" or "Plaintiff") is a man living in Fort Wayne, Indiana.
10. At all times relevant herein Defendant Virtual Communications Corporation ("VCC") was a Nevada corporation doing business in Clark County, Nevada.
11. At all times relevant herein Defendant Wintech, LLC ("Wintech") was a Nevada

1 company doing business in Clark County, Nevada.

2 12. At all times relevant herein Defendant Ronald J. Robinson ("Mr. Robinson") was, on
3 information and belief, a resident of Nevada, and doing business through VCC and
4 Wintech in Clark County, Nevada.

5 13. At all times relevant herein Defendant Vernon Rodriguez ("Mr. Rodriguez") was, on
6 information and belief, a resident of Nevada, doing business in Clark County, and a
7 corporate officer of Wintech and VCC.

8 14. At all times relevant herein Defendant Julie Minuskin ("Ms. Minuskin") was, on
9 information and belief, a resident of Nevada, and doing business in Clark County, Nevada.

10 15. At all times relevant herein Defendant Josh Stoll ("Mr. Stoll") was, on information
11 and belief, a resident of Nevada, and doing business in Clark County, Nevada.

12 16. At all times relevant herein Defendant Retire Happy, LLC ("Retire Happy") was, on
13 information and belief, a Nevada corporation doing business in Clark County, Nevada.

14 17. At all times relevant herein Defendant Alisa Davis ("Ms. Davis") was, on information
15 and belief, a resident of Nevada, and doing business in Clark County, Nevada.

16 18. That the true names and capacities, whether individual, corporate, associate or
17 otherwise, of Defendants DOES I-X and ROE CORPORATIONS I-X are unknown to
18 Plaintiff who, therefore, sues said Defendants by said fictitious names. Plaintiff is
19 informed and believes and thereon alleges that each of the Defendants designated as
20 DOES and ROES are responsible in some manner for the events and happenings referred
21 to and caused damages proximately to Plaintiff as herein alleged or are parties having
22 ownership interests in entities owned or controlled by Defendants. Plaintiff will ask leave
23 of the Court to amend this Complaint to insert the true names and capacities of DOES I-X
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1 and ROE CORPORATIONS I-X when same have been ascertained and to join such
2 Defendants in this action.

3 19. Jurisdiction and venue is appropriate in District Court for the County of Clark in that
4 Retire Happy, Wintech and VCC were/ are Nevada corporations doing business in Clark
5 County, Nevada and Defendants Robinson, Rodriguez, Davis, Stoll and Minuskin all
6 worked in Las Vegas, NV at all times relevant to the facts in this complaint.

7 20. Statement regarding bankruptcy: At the time of the filing of this first amended
8 complaint claims against Defendant VCC (and its wholly owned subsidiary Wintech) are
9 subject to an "automatic stay" due to a Chapter 11 bankruptcy filing in Nevada District
10 Bankruptcy Court. The stay only applies to VCC and Wintech.

11
12 FACTUAL BACKGROUND GIVING RISE TO THIS CLAIM

13 21. This is an action for the recovery of investment losses. The investment at issue is an
14 unregistered security in the form of a promissory note that was marketed and sold by
15 Defendants through a "general solicitation" in violation of the Nevada securities laws.
16 The investment is a short term promissory note issued by a VCC, and personally
17 guaranteed by Defendant Robinson.

18 22. VCC has defaulted on its payment obligations, which called for it to make monthly
19 payments of nine percent interest to Plaintiffs and all the class members. VCC has not
20 made payments to Plaintiffs since February, 2015. Plaintiffs have all sent notice of default
21 to VCC and Mr. Robinson demanding the overdue payments. To date neither VCC nor
22 Robinson have responded to the letter, or cured the default.

23 23. Defendant Robinson is the former chief executive officer of VCC and is a "control
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1 person” under the Nevada securities laws. Mr. Robinson also personally guaranteed the
2 promissory note purchased by the Plaintiffs.

3 24. Defendant Rodriguez is an officer and director of VCC and is a “control person”
4 under the Nevada securities laws.

5 25. Defendant Minuskin is the owner of unregistered broker dealer Retire Happy, LLC
6 (the company that ran the offering for VCC), and is a “control person” under the Nevada
7 securities laws.

8 26. Plaintiff is informed and believes and thereon alleges that at all relevant times herein
9 there existed a unity of interest and ownership between VCC and Wintech such that any
10 corporate individuality and separateness between VCC and Wintech has ceased and that
11 VCC is the alter ego of Wintech. Wintech and its officers so completely dominated,
12 controlled and managed the operations of VCC (which existed solely as a fund raising
13 vehicle for Wintech’s technology, the ALICE receptionist) that VCC functioned as a mere
14 instrumentality and conduit through which Wintech operated.

15 27. Furthermore, per Vern Rodriguez’ sworn testimony in a separate matter VCC had
16 “zero employees,” VCC “didn’t have day to day operations,” and VCC’s Note offering
17 “was used to provide funding for Wintech’s activities.”

18 28. Wintech used VCC as a means to receive money from investors, while avoiding
19 responsibility for repaying them under the terms of the Notes. As a result, Wintech
20 through its officers, Robinson and Rodriguez directed VCC and Wintech to perpetrate a
21 fraud and circumvent the interests of justice. Adherence to the fiction of the existence of
22 VCC as an entity separate and distinct from Wintech would permit an abuse of the
23 corporate privilege and would sanction fraud and promote injustice in that Plaintiff and
24

1 prospective Plaintiffs would be denied a full and fair recovery in the event the assets of
2 VCC are insufficient to satisfy a judgment entered against it.

3 29. Defendants VCC and Robinson relied on outside fund raiser, unregistered broker
4 dealer Defendant "Retire Happy" to go out to the investment community with its
5 unlicensed sales representatives, to solicit investments for VCC's Promissory Note
6 offering. These agents of Retire Happy, including Defendants Stoll and Minuskin were
7 not employees of VCC, nor were they licensed to sell securities in the state of Nevada, or
8 in any other state.

9 30. Sometime in 2013, Plaintiffs began receiving solicitations from Minuskin and Stoll
10 to invest in VCC's 9% Promissory Note offering with personal guarantee.

11 31. Retire Happy's agents told Plaintiffs that VCC was looking to borrow money for
12 eighteen months and would pay Plaintiffs monthly interest of nine percent until maturity.
13 They also told Plaintiffs that VCC was a startup telecommunications company that had a
14 unique product that would revolutionize the marketplace. This product was the ALICE
15 technology, presently owned by Wintech. Minuskin and Stoll told Plaintiffs that VCC's
16 financial prospects were bright, and VCC only needed a short term "bridge loan" until
17 they did a large public offering of stock. To seal the deal, they told Plaintiffs that the CEO
18 of the company, Ronald Robinson was prepared to personally guarantee the investment.

19 32. As a result of the promised nine percent interest, the representations regarding the
20 financial stability and prospects of the company, and Mr. Robinson's guarantee, Plaintiffs
21 agreed to purchase the VCC securities.

22 33. Defendant Alisa Davis authorized Retire Happy to keep preprinted VCC promissory
23 notes, signed and guaranteed by Ronald Robinson (Davis' grandfather) in Retire Happy's
24

1 office, where they could input prospective investor's names and the dollar amount
2 invested into the "blank" sections on the contract.

3 34. Although the preprinted, pre-signed and pre-guaranteed notes all bear Ronald
4 Robinson's signature, Robinson claims that own Granddaughter - Ms. Davis- was not
5 authorized to provide those preprinted contracts to Retire Happy, and that Ms. Davis did
6 so without Robinson's knowledge or permission.

7 35. Ms. Davis also provided Retire Happy with three different power point presentations
8 related to, and in furtherance of VCC's Note offering whereby the personal guarantee of
9 Ronald Robinson is touted, as is his substantial multimillion dollar net worth.

10 36. If Robinson is to be believed, that Alisa Davis acted without his authorization and
11 knowledge, then the end result is that Davis intentionally mislead VCC Note purchasers,
12 including Plaintiffs, by leading them to believe that the Notes were guaranteed, when they
13 were not.

14 37. In reality, Robinson, Rodriguez, VCC and Wintech were all aware that money was
15 being raised by Retire Happy via the promissory note offering, as money came in to VCC
16 as a result of Retire Happy's efforts. Furthermore, VCC paid the Plaintiffs the specific
17 amounts stated under the Notes until default, further undermining Robinson's claim that
18 he was unaware of the offering. In any event, VCC, Wintech and its officers and control
19 persons received the benefits of the fund raise, and acted consistent with all of the agreed
20 upon terms.

21 38. Robinson's guarantee was a material aspect of the Note transaction, and Plaintiffs
22 would not have invested without this guarantee.

23 39. The following amounts were invested by Plaintiffs:

Investor	Amount invested	Date
Anthony White	\$20,000	January, 2014
Troy Suntheimer	\$52,000	November, 2013
Robin Suntheimer	\$35,000	October, 2013
Steve Ghesquiere	\$66,000	April, 2014
Jackie Stone	\$35,000	January, 2013
Gabriele Lavermicocca	\$100,000	September, 2014
Gayle Chany	\$59,000	September, 2014
Kendall Smith	\$28,000	December, 2014
Robert Kaiser	\$62,000	January, 2013
	\$42,000	October, 2013

40. After making the nine percent interest payments for 2014, VCC abruptly stopped making payments in 2015. The last payment Plaintiffs received was for January, 2015. After the default Plaintiffs sent a letters to VCC and Robinson notifying them that they were in default, and giving them ten days to cure. As of the time of the filing of the complaint, Defendants had not cured the default.

41. Since payments stopped to Plaintiffs in February, 2015 they have received periodic updates from VCC promising them that they would be receiving their money back as a result of fund raising efforts by VCC. Plaintiffs were also told they would be offered the opportunity to redeem their Notes for shares in the soon to be profitable company. These promises, made by Robinson and Vern Rodriguez were nothing more than stall and delay tactics, designed to prevent Plaintiffs from filing a lawsuit to recover their funds.

1 Plaintiffs relied to their detriment on these repeated promises of forthcoming repayment,
2 which resulted in them delaying bringing this action in hopes that Defendants would
3 follow through on their promises.

4 42. At present, Plaintiffs' principal investment appears to be completely lost as VCC
5 and Mr. Robinson have refused to return the funds.

6 43. Unbeknownst to Plaintiffs, Retire Happy, Minuskin and Stoll were compensated by
7 VCC for soliciting investors despite the fact that neither Minuskin, Stoll, nor Retire Happy
8 were employees of VCC.

9 44. In addition to the improper solicitation, neither VCC nor Retire Happy ever provided
10 Plaintiffs with a private placement memorandum or "audited financials" detailing VCC's
11 financial status, or risk factors, or proposed use of the funds. Furthermore, none of the
12 Defendants ever informed Plaintiffs that Julie Minuskin, owner of Retire Happy was a
13 convicted criminal, a material omission. Had Plaintiff been informed of this material fact,
14 they would never have agreed to invest in the Note Offering.

15 45. Pursuant to NRS §90.295 the eighteen month promissory notes purchased by Plaintiff
16 are securities. Because VCC did not have a pre-existing relationship with Plaintiffs and
17 relied on Retire Happy, which was neither an employee of VCC, nor a licensed sales
18 representative of a broker dealer, the sale of the VCC Notes was done in violation of the
19 Nevada Securities Laws, specifically NRS §§90.310, 90.460 and 90.660.

20 46. None of the Defendants ever apprised Plaintiff of the true financial condition of the
21 VCC Defendants; the actual use of the funds invested, and never provided Plaintiffs with
22 audited financial statements reflecting the solvency of VCC, any legal actions against it,
23 the risk factors or Minuskin's criminal background. They also failed to inform Plaintiff
24

1 that Retire Happy was an unlicensed broker dealer, and as a result, that he was entitled to
2 rescind the purchases. These were material omissions.

3 47. Defendants failed to disclose that Ronald Robinson was improperly withdrawing
4 money raised in the Note offering and using it to fund his other businesses. VCC
5 represented that the money raised would be used to grow and market VCC's ALICE
6 technology. Instead Robinson improperly withdrew \$2 million of the \$4.5 million raised,
7 crippling the young company and forcing it into bankruptcy.

8 48. Defendants failed to disclose that money that was being raised in the Note offering was
9 being used to pay "interest" to the Promissory Note holders. Since VCC did not have
10 sufficient revenues to pay the 9% "interest" on the Notes, Robinson directed that funds
11 raised should be paid to investors, falsely giving the appearance that interest was being
12 paid from operations. This "Ponzi style" arrangement was never disclosed to investors
13 and was materially misleading.

14 49. Defendants never informed Plaintiffs that they had a right to rescind their transactions
15 as a result of VCC's use of a "general solicitation" to sell their private placement of
16 securities. This was a material omission.

17 50. As a further misrepresentation, Retire Happy and Robinson impliedly represented
18 that the VCC Notes were being sold in compliance with all state and federal securities
19 laws.

20 51. As to Davis, she materially aided the transaction by providing Retire Happy with the
21 preprinted notes. If Robinson's sworn testimony is to be believed, that Davis knowingly
22 included Robinson's guarantee without obtaining his authorization, then Davis has
23 perpetrated a fraud against the Plaintiffs.

ventures.

- That Julie Minuskin, owner of Retire Happy had recently been convicted of a serious crime for which she had served jail time. In addition, that neither she, nor Josh Stoll nor Retire Happy were licensed to sell securities. A reasonable investor would consider this material information when deciding whether to invest;

54. The following fraudulent acts were done by Davis:

- Sending Retire Happy preprinted Notes with Robinson's signed guarantee for use in soliciting investors (including Plaintiff). If Robinson is to be believed, Davis sent these presigned Notes without Robinson's authorization, and without obtaining his consent to use the Notes for capital raising purposes. The use of this unauthorized Note document resulted in Plaintiff and Plaintiffs being misled about the financial backing behind the transaction, and they would not have invested had Davis, Minuskin and Stoll informed them that Robinson did not intend to guarantee the transactions;

55. These misrepresentations and omissions were material, and resulted in Plaintiffs being misled about the true nature of the VCC note investments. Plaintiffs relied in good faith on the misrepresentations and omissions to their detriment.

56. The result of these misrepresentations and omissions is that Plaintiffs were induced to purchase the VCC investments. Had Defendants provided truthful information, Plaintiffs would not have invested in the VCC notes.

57. The purchase of the VCC investments has resulted in monetary loss.

COUNT TWO - VIOLATION OF NEVADA UNIFORM SECURITIES ACT §§ NRS

90.310, 90.460 and 90.660

- 1
- 2 58. Plaintiffs incorporate paragraphs 1 through 50, above, as though fully set forth herein.
- 3 59. At all times mentioned herein Retire Happy acted as sales and marketing
- 4 representative for VCC.
- 5 60. At all times mentioned herein Mr. Robinson and Mr. Rodriguez were control persons
- 6 for VCC.
- 7 61. At all times mentioned herein the VCC promissory notes purchased by Plaintiffs and
- 8 Plaintiff were securities within the definitions of the Nevada Securities Act.
- 9 62. At all times mentioned herein the VCC promissory notes were neither registered
- 10 pursuant to the Nevada Securities Act, nor exempt from registration.
- 11 63. At all times mentioned herein, neither Retire Happy nor any of its employees were
- 12 licensed to sell securities, nor exempt from licensing pursuant to NRS 90.310.
- 13 64. At all times mentioned herein the VCC Defendants sold unregistered securities
- 14 through unlicensed sales representatives via a general solicitation, in violation of the
- 15 Nevada Securities Act.
- 16 65. At all times mentioned herein Retire Happy through Stoll and Minuskin, and under the
- 17 direction of control person Minuskin sold unregistered securities through unlicensed
- 18 sales representatives via a general solicitation, in violation of the Nevada Securities
- 19 Act.
- 20 66. Plaintiffs hereby tender the VCC securities purchased to Defendants, and demand
- 21 damages and attorney's fees according to proof.

22 COUNT THREE - VIOLATION OF NEVADA UNIFORM SECURITIES ACT §§

23 NRS 90.570 and 90.660

- 1 67. Plaintiffs incorporate paragraphs 1 through 50, above, as though fully set forth herein.
- 2 68. At all times mentioned herein Defendants withheld material information about the
- 3 VCC investment and the VCC Corporation as described above. Had this information
- 4 been disclosed to Plaintiffs prior to the time they made their investment, they would
- 5 not have purchased the VCC notes.
- 6 69. At all times mentioned herein, Rodriguez and Robinson were control persons for
- 7 VCC, while Minuskin was a control person for Retire Happy.
- 8 70. Defendants VCC and Robinson failed to inform Plaintiffs that by using Retire Happy
- 9 to market the VCC Notes, they were engaging in a "general solicitation" of securities,
- 10 in violation of state and federal securities laws. This was a material omission because
- 11 Plaintiffs would not have invested in the VCC share transactions had they known that
- 12 VCC was violating the law in offering the securities to them.
- 13 71. Defendants also failed to tell Plaintiffs that Julie Minuskin, owner of Retire Happy had
- 14 no securities license, and had plead guilty and/or had been convicted of a drug crime
- 15 within the past five years and had served jail time. This was a material omission. Any
- 16 reasonable investor would want to know that the firm and people they were relying on
- 17 for investment advice had no securities license and a criminal background.
- 18 72. By reason of the conduct alleged herein, Defendants knowingly and/or recklessly,
- 19 directly and indirectly have violated the Nevada securities laws in that they made
- 20 untrue statements of material facts, and omitted to state material facts necessary in
- 21 order to their statements, in light of the circumstances under which they were made,
- 22 not misleading, and sold unregistered investments through unlicensed sales
- 23 representatives.
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1 73. Plaintiffs hereby tender the securities they purchased to Defendants and demand
2 damages and attorney's fees according to proof.

3 COUNT FOUR – BREACH OF WRITTEN CONTRACT

4 74. Plaintiffs incorporate paragraphs 1 through 50, above, as though fully set forth herein.

5 75. The VCC promissory note was a written contract. Pursuant to the terms of this
6 contract, Defendant VCC was to make monthly payments to Plaintiffs throughout the
7 eighteen month term.

8 76. Defendant VCC has not made monthly payments since February, 2015, and Plaintiffs,
9 pursuant to the terms of the note, provided notice of default to VCC. Defendants had
10 ten days to cure the default, and they have failed to cure within that time. As a result,
11 the Notes provide that all interest and principal payments would accelerate.

12 77. Plaintiffs provided valuable, bargained for consideration by agreeing to loan money to
13 VCC in exchange for Defendants' promise to pay on the dates specified.

14 78. Plaintiffs have not excused Defendants' payment obligations, nor have they provided
15 any extension for Defendants to make the payments. There are no conditions
16 precedent, and Plaintiffs have performed all acts required to trigger Defendants'
17 obligations to pay.

18 79. Defendant Robinson guaranteed VCC's obligations under the contracts, and is liable to
19 the same extent as VCC to Plaintiffs for the breach of contract.

20 80. As a result of Defendants' failure to honor the contracts, Plaintiffs have suffered
21 damages.

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23 Wherefore Plaintiff prays for a joint and several judgment against Defendants as follows:
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FIRST CLAIM FOR RELIEF

1. Damages in excess of \$10,000.00;
2. Attorneys' fees and costs;
3. Punitive damages in an amount to be determined at trial;
4. For a finding by the court that VCC is the alter ego of Wintech; and
5. Such other and further relief as the Court deems just and proper

SECOND CLAIM FOR RELIEF

1. Damages in excess of \$10,000.00;
2. Attorneys' fees, interest and costs;
3. For a finding by the court that VCC is the alter ego of Wintech; and
4. Such other and further relief as the Court deems just and proper

THIRD CLAIM FOR RELIEF

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2. Attorneys' fees, interest and costs;
3. Punitive damages in an amount to be determined at trial;
4. For a finding by the court that VCC is the alter ego of Wintech; and
5. Such other and further relief as the Court deems just and proper

FOURTH CLAIM FOR RELIEF

1. Damages in excess of \$10,000.00;
2. Attorneys' fees, interest, penalties and costs;
3. For a finding by the court that VCC is the alter ego of Wintech; and
4. Such other and further relief as the Court deems just and proper

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4. Such other and further relief as the Court deems just and proper

THIRD CLAIM FOR RELIEF

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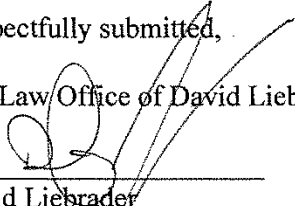
FOURTH CLAIM FOR RELIEF

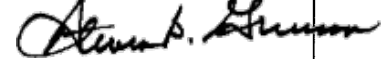
1. Damages in excess of \$10,000.00;
2. Attorneys' fees, interest, penalties and costs;
3. For a finding by the court that VCC is the alter ego of Wintech; and
4. Such other and further relief as the Court deems just and proper

1 Dated: October 2, 2018

Respectfully submitted,

2 The Law Office of David Liebrader, Inc.

3 By: 
4 David Liebrader
Attorney for Plaintiffs



1 **ANSW**

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3 Nevada Bar No. 499
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10 Attorneys for Defendants

7 **DISTRICT COURT**

8 **CLARK COUNTY NEVADA**

9
10 ANTHONY WHITE; ROBIN
11 SUNTHEIMER; TROY SUNTHEIMER,
12 STEPHENS GHESQUIERE; JACKIE
13 STONE; GAYLE CHANY; KENDALL
SMITH; GABRIELE LAVERMICOCCA;
AND ROBERT KAISER,

14 Plaintiffs,

15 v.

16 RONALD J. ROBINSON; VERNON
17 RODRIGUEZ; VIRTUAL
18 COMMUNICATIONS CORPORATION;
19 WINTech, LLC; ALISA DAVIS; JULIE
20 MINUSKIN; JOSH STOLL; RETIRE
HAPPY, LLC; DOES 1-10; AND ROES 1-
10, inclusively,

21 Defendants.

Case No.: A-17-763003-C

Dept.: XXIV

**ANSWER TO FIRST AMENDED
COMPLAINT**

22
23
24 COME NOW Defendants, Ronald J. Robinson, Vernon Rodriguez, Virtual
25 Communications Corporation, Wintech, LLC, Alisa Davis, Julie Minuskin, Josh Stoll, and Retire
26 Happy, LLC (hereinafter "Defendants"), by and through their attorney of record, HAROLD P.
27
28

1 GEWERTER, ESQ., of the law firm of HAROLD P. GEWERTER, ESQ., LTD., and hereby files
2 their Answer to Plaintiffs' First Amended Complaint.

3 **INTRODUCTION**

4 **THE PARTIES**

5 1. In answering paragraph 1 of the First Amended Complaint on file herein,
6 Defendants are without specific knowledge or information sufficient to enable them to admit or
7 deny the allegations in said paragraph, and on that basis DENY each and every remaining
8 allegation contained therein.
9

10 2. In answering paragraph 2 of the First Amended Complaint on file herein,
11 Defendants are without specific knowledge or information sufficient to enable them to admit or
12 deny the allegations in said paragraph, and on that basis DENY each and every remaining
13 allegation contained therein.
14

15 3. In answering paragraph 3 of the First Amended Complaint on file herein,
16 Defendants are without specific knowledge or information sufficient to enable them to admit or
17 deny the allegations in said paragraph, and on that basis DENY each and every remaining
18 allegation contained therein.
19

20 4. In answering paragraph 4 of the First Amended Complaint on file herein,
21 Defendants are without specific knowledge or information sufficient to enable them to admit or
22 deny the allegations in said paragraph, and on that basis DENY each and every remaining
23 allegation contained therein.
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25 5. In answering paragraph 5 of the First Amended Complaint on file herein,
26 Defendants are without specific knowledge or information sufficient to enable them to admit or
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1 deny the allegations in said paragraph, and on that basis DENY each and every remaining
2 allegation contained therein.

3 6. In answering paragraph 6 of the First Amended Complaint on file herein,
4 Defendants are without specific knowledge or information sufficient to enable them to admit or
5 deny the allegations in said paragraph, and on that basis DENY each and every remaining
6 allegation contained therein.
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8 7. In answering paragraph 7 of the First Amended Complaint on file herein,
9 Defendants are without specific knowledge or information sufficient to enable them to admit or
10 deny the allegations in said paragraph, and on that basis DENY each and every remaining
11 allegation contained therein.
12

13 8. In answering paragraph 8 of the First Amended Complaint on file herein,
14 Defendants are without specific knowledge or information sufficient to enable them to admit or
15 deny the allegations in said paragraph, and on that basis DENY each and every remaining
16 allegation contained therein.
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18 9. In answering paragraph 9 of the First Amended Complaint on file herein,
19 Defendants are without specific knowledge or information sufficient to enable them to admit or
20 deny the allegations in said paragraph, and on that basis DENY each and every remaining
21 allegation contained therein.
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23 10. In answering paragraph 10 of the First Amended Complaint on file herein,
24 Defendants ADMIT the allegations contained therein.

25 11. In answering paragraph 11 of the First Amended Complaint on file herein,
26 Defendants ADMIT the allegations contained therein.
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1 12. In answering paragraph 12 of the First Amended Complaint on file herein,
2 Defendants ADMIT that Defendant Robinson was a resident of Nevada but DENY all other
3 allegations contained therein.

4 13. In answering paragraph 13 of the First Amended Complaint on file herein,
5 Defendants ADMIT that Defendant Rodriguez was a resident of Nevada but DENY all other
6 allegations contained therein.
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8 14. In answering paragraph 14 of the First Amended Complaint on file herein,
9 Defendants ADMIT the allegations contained therein.

10 15. In answering paragraph 15 of the First Amended Complaint on file herein,
11 Defendants ADMIT the allegations contained therein.
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13 16. In answering paragraph 16 of the First Amended Complaint on file herein,
14 Defendants ADMIT the allegations contained therein.

15 17. In answering paragraph 17 of the First Amended Complaint on file herein,
16 Defendants ADMIT the allegations contained therein.
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18 18. In answering paragraph 18 of the First Amended Complaint on file herein,
19 Defendants are without specific knowledge or information sufficient to enable them to admit or
20 deny the allegations in said paragraph, and on that basis DENY each and every remaining
21 allegation contained therein.

22 19. In answering paragraph 19 of the First Amended Complaint on file herein,
23 Defendants are without specific knowledge or information sufficient to enable them to admit or
24 deny the allegations in said paragraph, and on that basis DENY each and every remaining
25 allegation contained therein.
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1 20. In answering paragraph 20 of the First Amended Complaint on file herein,
2 Defendants ADMIT that Defendants VCC and Wintech have filed for bankruptcy protection but
3 DENY that the automatic stay applies to only those Defendants.

4 **FACTUAL BACKGROUND GIVING RISE TO THIS CLAIM**

5 21. In answering paragraph 21 of the First Amended Complaint on file herein,
6 Defendants DENY the allegations contained therein.
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8 22. In answering paragraph 22 of the First Amended Complaint on file herein,
9 Defendants DENY the allegations contained therein.

10 23. In answering paragraph 23 of the First Amended Complaint on file herein,
11 Defendants DENY the allegations contained therein.
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13 24. In answering paragraph 24 of the First Amended Complaint on file herein,
14 Defendants DENY the allegations contained therein.

15 25. In answering paragraph 25 of the First Amended Complaint on file herein,
16 Defendants DENY the allegations contained therein.
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18 26. In answering paragraph 26 of the First Amended Complaint on file herein,
19 Defendants DENY the allegations contained therein.

20 27. In answering paragraph 27 of the First Amended Complaint on file herein,
21 Defendants are without specific knowledge or information sufficient to enable them to admit or
22 deny the allegations in said paragraph, and on that basis DENY each and every remaining
23 allegation contained therein.
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25 28. In answering paragraph 28 of the First Amended Complaint on file herein,
26 Defendants DENY the allegations contained therein.
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1 29. In answering paragraph 29 of the First Amended Complaint on file herein,
2 Defendants DENY the allegations contained therein.

3 30. In answering paragraph 30 of the First Amended Complaint on file herein,
4 Defendants DENY the allegations contained therein.

5 31. In answering paragraph 31 of the First Amended Complaint on file herein,
6 Defendants DENY the allegations contained therein.

7 32. In answering paragraph 32 of the First Amended Complaint on file herein,
8 Defendants are without specific knowledge or information sufficient to enable them to admit or
9 deny the allegations in said paragraph, and on that basis DENY each and every remaining
10 allegation contained therein.

11 33. In answering paragraph 33 of the First Amended Complaint on file herein,
12 Defendants DENY the allegations contained therein.

13 34. In answering paragraph 34 of the First Amended Complaint on file herein,
14 Defendants DENY the allegations contained therein.

15 35. In answering paragraph 35 of the First Amended Complaint on file herein,
16 Defendants DENY the allegations contained therein.

17 36. In answering paragraph 36 of the First Amended Complaint on file herein,
18 Defendants DENY the allegations contained therein.

19 37. In answering paragraph 37 of the First Amended Complaint on file herein,
20 Defendants DENY the allegations contained therein.

21 38. In answering paragraph 38 of the First Amended Complaint on file herein,
22 Defendants are without specific knowledge or information sufficient to enable them to admit or
23

1 deny the allegations in said paragraph, and on that basis DENY each and every remaining
2 allegation contained therein.

3 39. In answering paragraph 39 of the First Amended Complaint on file herein,
4 Defendants DENY the allegations contained therein.

5 40. In answering paragraph 40 of the First Amended Complaint on file herein,
6 Defendants DENY the allegations contained therein.

7 41. In answering paragraph 41 of the First Amended Complaint on file herein,
8 Defendants DENY the allegations contained therein.

9 42. In answering paragraph 42 of the First Amended Complaint on file herein,
10 Defendants DENY the allegations contained therein.

11 43. In answering paragraph 43 of the First Amended Complaint on file herein,
12 Defendants DENY the allegations contained therein.

13 44. In answering paragraph 44 of the First Amended Complaint on file herein,
14 Defendants DENY the allegations contained therein.

15 45. In answering paragraph 45 of the First Amended Complaint on file herein,
16 Defendants are without specific knowledge or information sufficient to enable them to admit or
17 deny the allegations in said paragraph, and on that basis DENY each and every remaining
18 allegation contained therein.

19 46. In answering paragraph 46 of the First Amended Complaint on file herein,
20 Defendants DENY the allegations contained therein.

21 47. In answering paragraph 47 of the First Amended Complaint on file herein,
22 Defendants DENY the allegations contained therein.

1 48. In answering paragraph 48 of the First Amended Complaint on file herein,
2 Defendants DENY the allegations contained therein.

3 49. In answering paragraph 49 of the First Amended Complaint on file herein,
4 Defendants DENY the allegations contained therein.

5 50. In answering paragraph 50 of the First Amended Complaint on file herein,
6 Defendants DENY the allegations contained therein.

7 51. In answering paragraph 51 of the First Amended Complaint on file herein,
8 Defendants are without specific knowledge or information sufficient to enable them to admit or
9 deny the allegations in said paragraph, and on that basis DENY each and every remaining
10 allegation contained therein.
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13 **LEGAL BASIS UPON WHICH RELIEF SHOULD BE GRANTED**

14 **COUNT ONE – MISREPRESENTATIONS AND OMISSIONS**

15 52. In answering paragraph 52 of the First Amended Complaint on file herein,
16 Defendants DENY the allegations contained therein.

17 53. In answering paragraph 53 of the First Amended Complaint on file herein,
18 Defendants DENY the allegations contained therein.

19 54. In answering paragraph 54 of the First Amended Complaint on file herein,
20 Defendants DENY the allegations contained therein.

21 55. In answering paragraph 55 of the First Amended Complaint on file herein,
22 Defendants are without specific knowledge or information sufficient to enable them to admit or
23 deny the allegations in said paragraph, and on that basis DENY each and every remaining
24 allegation contained therein.
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1 56. In answering paragraph 56 of the First Amended Complaint on file herein,
2 Defendants DENY the allegations contained therein.

3 57. In answering paragraph 57 of the First Amended Complaint on file herein,
4 Defendants DENY the allegations contained therein.

5 **COUNT TWO – VIOLATION OF NEVADA UNIFORM SECURITIES ACT**

6 **§§ NRS 90.310, 90.460, and 90.660**

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8 58. In answering paragraph 58 of the First Amended Complaint on file herein,
9 Defendants DENY the allegations contained therein.

10 59. In answering paragraph 59 of the First Amended Complaint on file herein,
11 Defendants DENY the allegations contained therein.

12 60. In answering paragraph 60 of the First Amended Complaint on file herein,
13 Defendants DENY the allegations contained therein.

14 61. In answering paragraph 61 of the First Amended Complaint on file herein,
15 Defendants DENY the allegations contained therein.

16 62. In answering paragraph 62 of the First Amended Complaint on file herein,
17 Defendants DENY the allegations contained therein.

18 63. In answering paragraph 63 of the First Amended Complaint on file herein,
19 Defendants DENY the allegations contained therein.

20 64. In answering paragraph 64 of the First Amended Complaint on file herein,
21 Defendants DENY the allegations contained therein.

22 65. In answering paragraph 65 of the First Amended Complaint on file herein,
23 Defendants DENY the allegations contained therein.

1 66. In answering paragraph 66 of the First Amended Complaint on file herein,
2 Defendants DENY the allegations contained therein.

3 **COUNT THREE – VIOLATION OF NEVADA UNIFORM SECURITIES ACT**

4 **§§ NRS 90.570 AND 90.660**

5 67. In answering paragraph 67 of the First Amended Complaint on file herein,
6 Defendants DENY the allegations contained therein.

7 68. In answering paragraph 68 of the First Amended Complaint on file herein,
8 Defendants DENY the allegations contained therein.

9 69. In answering paragraph 69 of the First Amended Complaint on file herein,
10 Defendants DENY the allegations contained therein.

11 70. In answering paragraph 70 of the First Amended Complaint on file herein,
12 Defendants DENY the allegations contained therein.

13 71. In answering paragraph 71 of the First Amended Complaint on file herein,
14 Defendants DENY the allegations contained therein.

15 72. In answering paragraph 72 of the First Amended Complaint on file herein,
16 Defendants DENY the allegations contained therein.

17 73. In answering paragraph 73 of the First Amended Complaint on file herein,
18 Defendants DENY the allegations contained therein.

19 **COUNT FOUR – BREACH OF WRITTEN CONTRACT**

20 74. In answering paragraph 74 of the First Amended Complaint on file herein,
21 Defendants DENY the allegations contained therein.

22 75. In answering paragraph 75 of the First Amended Complaint on file herein,
23 Defendants DENY the allegations contained therein.

1 76. In answering paragraph 76 of the First Amended Complaint on file herein,
2 Defendants DENY the allegations contained therein.

3 77. In answering paragraph 77 of the First Amended Complaint on file herein,
4 Defendants DENY the allegations contained therein.

5 78. In answering paragraph 78 of the First Amended Complaint on file herein,
6 Defendants DENY the allegations contained therein.

7 79. In answering paragraph 79 of the First Amended Complaint on file herein,
8 Defendants DENY the allegations contained therein.

9 80. In answering paragraph 80 of the First Amended Complaint on file herein,
10 Defendants DENY the allegations contained therein.

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13 **AFFIRMATIVE DEFENSES**

14 **FIRST AFFIRMATIVE DEFENSE**

15 Plaintiff's Complaint on file herein fails to state a claim against these answering
16 Defendants upon which relief can be granted.

17
18 **SECOND AFFIRMATIVE DEFENSE**

19 That it has been necessary for the Defendants to retain the services of an attorney to defend
20 this action and Defendants are entitled to an award of reasonable attorney's fees and costs incurred
21 herein.

22
23 **THIRD AFFIRMATIVE DEFENSE**

24 Pursuant to NRCP Rule 11, all possible affirmative defenses may not have been alleged
25 herein insofar as sufficient facts are not available after reasonable inquiry upon the filing of the
26 Plaintiff's Complaint, and therefore, these answering Defendants reserve the right to amend this
27 Answer to add additional affirmative defenses as additional facts are discovered.
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FOURTH AFFIRMATIVE DEFENSE

The alleged investments referenced in the Complaint do not constitute a security under law.

WHEREFORE, Defendants respectfully pray for judgment against Plaintiffs and for relief as follows:

- (1) That Plaintiffs take nothing by virtue of their Complaint;
- (2) That judgment be entered in favor of Defendants on all of Plaintiffs' causes of action;
- (3) That Defendants be awarded their attorneys' fees and costs of suit for having to defend against Plaintiffs' claims; and
- (4) For all other relief to which Defendants are entitled.

DATED this 22nd day of October, 2018.

HAROLD P. GEWERTER, ESQ., LTD.



HAROLD P. GEWERTER, ESQ.

Nevada Bar No. 499

HAROLD P. GEWERTER, ESQ., LTD.

1212 S. Casino Center Blvd.

Las Vegas, Nevada 89104

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Fax: (702) 382-1759

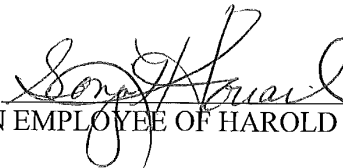
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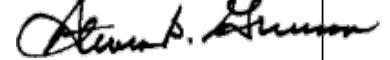
Attorneys for Defendants

CERTIFICATE OF SERVICE

I hereby certify that on this 24th day of October, 2018, a true and correct copy of Defendants' **ANSWER TO FIRST AMENDED COMPLAINT** was electronically served through the Court's electronic filing system upon the following:

David Liebrader, Esq.
THE LAW OFFICES OF DAVID LIEBRADER, APC
601 S. Rancho Drive, Suite D-29
Las Vegas, Nevada 89106
Attorney for Plaintiffs


AN EMPLOYEE OF HAROLD P. GEWERTER, ESQ., LTD.



1 DAVID LIEBRADER, ESQ.
2 STATE BAR NO. 5048
3 THE LAW OFFICES OF DAVID LIEBRADER, APC
4 601 S. RANCHO DR. STE. D-29
5 LAS VEGAS, NV 89106
6 PH: (702) 380-3131
7 Attorney for Plaintiff

8 DISTRICT COURT
9 CLARK COUNTY, NEVADA

10 IN THE MATTER BETWEEN) Case No. A-17-762264-C
11 Steven A. Hotchkiss,) Dept.: 8
12 PLAINTIFF,) MOTION FOR SUMMARY
13 v.) ADJUDICATION OF ISSUES
14 Ronald J. Robinson, Vernon Rodriguez, Virtual)
15 Communications Corporation, Wintech, LLC,)
16 Retire Happy, LLC, Josh Stoll, Frank Yoder, Alisa)
17 Davis and DOES 1-10 and ROES 1-10, inclusively)
18 DEFENDANTS)
19 _____)

20 **MOTION FOR SUMMARY ADJUDICATION**

21 Plaintiff by and through counsel, The Law Office of David Liebrader, requests the court issue
22 an order adjudicating two legal issues prior to trial;

- 23 1. That the investment purchased by Plaintiff is a security pursuant to NRS
24 90.295;
25 2. That the security was neither registered, nor exempt from registration pursuant
26 to NRS 90.460;

Plaintiff brings this motion pursuant to Rule 56 of the Nevada Rules of Civil
Procedure ("NRCp").

This motion for summary adjudication is made and based upon the sworn Declaration
of Plaintiff's counsel, the certificate of absence of record from the Nevada Secretary of State,
sworn deposition testimony from Defendants, the memorandum of points and authorities, the

1 complaint on file with the court, and any oral argument that may be allowed at the time of
2 hearing

3
4 Dated: November 1, 2018

Respectfully submitted,

5
6 By: _____
David Liebrader
7 Attorney for Plaintiff

8 **NOTICE OF MOTION**

9 YOU AND EACH OF YOU, PLEASE TAKE NOTICE that the undersigned will bring the
10 foregoing motion for summary adjudication for hearing in dept. 8 of the above entitled
11 Court on the 03 day of December, 2018 at the hour of In Chambers o'clock or as soon
12 thereafter as counsel may be heard.

13 Dated: November 1, 2018

Respectfully submitted,

14
15 By: _____
David Liebrader
16 Attorney for Plaintiffs

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1 As a security, the VCC Note needed to be registered or exempt from registration prior
2 to offer or sale. Neither was the case, as the Certificate of Absence of Record from the
3 Nevada Secretary of State demonstrates (See Exhibit "F" to the Liebrader Declaration.) As a
4 result, Plaintiff seeks a ruling that the VCC Note was sold in violation of the Nevada
5 Securities Act's registration provisions, specifically NRS 90.460.

6 7 SUPPORTING EVIDENCE

8 ISSUE ONE: The note is a security

9 The Nevada Securities Act's definition of a security under NRS 90.295 includes a
10 "Note" in the same form that was sold to Plaintiff in this case. In addition to meeting the
11 traditional "Howey" test of being 1) an investment of money in 2) a common enterprise with
12 3) the expectation of profits from 4) the efforts of others (See SEC v. W J Howey & Co., 328
13 U.S. 293; 66 S.Ct. 1100 (1946)), the VCC Note meets the "family resemblance test" standard
14 adopted by Nevada in State v. Friend, 40 P. 3d 436; 118 Nev. 115(2002).

15 NRS 90.295 provides the statutory definition of a security:

16 **NRS 90.295** "Security" defined. "**Security**" means a note, stock, bond,
17 debenture, evidence of indebtedness, certificate of interest or participation in a
18 profit-sharing agreement, a limited partnership interest, an interest in a limited-
19 liability company, collateral-trust certificate, preorganization certificate or
20 subscription, transferable share, investment contract, viatical settlement
21 investment, voting-trust certificate, certificate of deposit for a security,
22 fractional undivided interest in an oil, gas or other mineral lease or in payments
23 out of production of such a lease, right or royalty, a put, call, straddle or option
24 on a security, certificate of deposit or group or index of securities including any
25 interest therein or based on the value of any of the foregoing, or, in general, any
26 interest or instrument commonly known as a security or any certificate of
interest or participation in, temporary or interim certificate for, receipt for,
whole or partial guarantee of or warrant or right to subscribe to or purchase any
of the foregoing. The term does not include:

1 1. An insurance or endowment policy or annuity contract under which an
2 insurance company promises to pay a fixed sum of money either in a lump sum
3 or periodically for life or some other specified period; or

4 2. An interest in a contributory or noncontributory pension or welfare
5 plan subject to the Employee Retirement Income Security Act of 1974.

6 (Added to NRS by 1987, 2152; A 1989, 160; 1995, 1442; 2009, 1825)

7 NRS 90.295 (Emphasis added).

8 In State v. Friend, the Nevada Supreme Court adopted the use of the “family
9 resemblance test” to determine whether a note would be considered a security under the Act.

10 The “family resemblance” test was established in Reves v. Ernst and Young 494 U.S. 56,
11 57, 110 S.Ct. 945 (1990) to help the court determine whether a note is a security. There are
12 two components to the test, with four subparts to the second component. The Note sold by
13 VCC meets all of the requirements, a fact VCC acknowledged by referring to the Notes as
14 securities in a power point presentation they prepared and used to entice prospective investors.
15 (See Liebrader Declaration, Exhibit “D”).

16 The test begins with a presumption that all Notes are securities except for those Notes
17 which traditionally have been used in consumer financing, or among sophisticated investors
18 such as large commercial banks. These exceptions include mortgage notes, interbank loans or
19 accounts receivables. See, Friend 40 P. 3d at 440

20 If the Note is not deemed to belong to the class of financing that has not traditionally been
21 considered to be a security, the first component of the test is completed. The next step is to
22 apply four factors to the investment at issue:

- 23 1) What are the motivations of the buyer and sellers to enter into the transaction;
- 24 2) What manner was the Note made available to the public;
- 25 3) Did the purchaser view the Note as an investment; and,
- 26 4) Is there a need for regulatory protections.

1 See Friend generally, 40 P. 3d at 439-441.

2 Step One: The Motivation test:

3 The first step is to analyze what motivations would prompt a reasonable seller and buyer
4 to enter into the transaction. "If the seller's purpose is to raise money for the general use of a
5 business enterprise or to finance substantial investments and the buyer is interested primarily
6 in the profit the note is expected to generate, the instrument is likely to be a 'security.'"

7 Friend at 439-440.

8 Step Two: The Distribution test

9 The second step examines the distribution of the note ""to determine whether it is an
10 instrument in which there is common trading for speculation or investment." Common trading
11 occurs when the instrument is ""offered and sold to a broad segment of the public."

12 Friend at 440.

13 Step Three The "Investor Expectation test

14 The third step of the analysis considers "whether ... [the notes] are reasonably viewed by
15 purchasers as investments." Under this step, we must determine if the seller of the notes calls
16 them investments and, if so, whether it is reasonable for a prospective purchaser to believe
17 them.

18 Friend at 441.

19 Step Four: The need for Regulation

20 "The final step of the analysis examines the adequacy of other regulatory schemes in
21 reducing the risk to the lender. Although Friend has been charged with two counts of
22 obtaining money under false pretenses, we conclude that there is a need for securities laws in
23
24

1 Nevada. The purpose of the federal securities acts was "to eliminate serious abuses in a
2 largely unregulated securities market." Recognizing "the virtually limitless scope of human
3 ingenuity ... 'by those who seek the use of the money of others on the promise of profits,'"
4 Congress broadly defined the scope of securities laws. Like Congress, it appears that the
5 Nevada Legislature recognized a similar need for such broad security regulations. We will
6 give effect to that determination."

7 Friend at 441.

8 APPLICATION OF THE "FRIEND TEST"

9 The VCC Notes are not in a category that are traditionally exempt, such as mortgage
10 notes or notes used in consumer financing, a fact acknowledged by VCC when referring to
11 note purchasers as "Investors". VCC's "motivation" for the offering was to raise funds for
12 use in developing its "ALICE" technology (See Exhibit "D", pp 13-14 of Liebrader
13 Declaration), while Plaintiff was motivated by the 9% interest payable over 18 months.

14 VCC relied on Retire Happy to "distribute" the Notes to a wide section of people;
15 According to Mr. Stoll's sworn deposition testimony, he personally spoke to 20-30
16 prospective investors about the Note offering (See Liebrader Declaration Exhibit "G").¹ Mr.
17 Hotchkiss was in Kansas, other investors are in Florida, Virginia and Kansas. It is clear that
18 the intent was to market the investment to a broad section of the public in order to raise the
19 needed capital.

20 Lastly, the need for regulation for this type of investment transaction triggers the
21 application of the securities laws; the Note is not of a type that would be regulated by the real
22

23 ¹ There were between 80-100 actual purchasers from around the country.
24
25
26

1 estate, mortgage or insurance divisions in the state. As an investment sold to members of the
2 public, it is subject to the regulations and provisions of the Nevada Securities Act.

3 Because the VCC Note checks all the boxes established by the Nevada Supreme Court
4 in State v. Friend, it should be considered a security under Nevada law.

5 As a security, VCC needed to be register it prior to offering it for sale, or to file a
6 request for exemption from registration. They did neither. Nor are any exemptions
7 applicable. . Defendants have not raised the issue of exemption at any time in this
8 proceeding, and none would apply. Under NRS 90.690(1), Defendants have the burden of
9 proof when claiming an exemption, and must prove each and every element. If proof is not
10 offered as to any one element, the entire exemption is lost. *See e.g., Sheets v. Dziabis*, 738 F.
11 Supp. 307 (N.D. Ind. 1990). Further, Defendants cannot rely on a good faith belief that the
12 VCC Note interests were not securities, or that they didn't need to be registered. *See e.g.,*
13 Kahn v. State, 493 N.E.2d 790 (Ind. App. 1986). Both of these issues are questions of law,
14 and ignorance of the law is never a defense. Nor may VCC rely upon opinions of counsel on
15 these issues. *See e.g., Smith v. Manausa*, 385 F.Supp. 443 (E.D.Ky. 1974); People v. Clem,
16 39 Cal. App.3d 539, 114 Cal. Rptr. 359 (1974).

17 **ISSUE TWO : The VCC Note was sold in violation of the registration provisions of NRS**

18 **90.460**

19 NRS 90.460 provides that a security must be registered prior to sale.

20 **NRS 90.460** Registration requirement. It is unlawful for a person to offer to sell or sell any security in this
21 State unless the security is registered or the security or transaction is exempt under this chapter.

22 (Added to NRS by 1987, 2161; A 1989, 160)

23 The Nevada Secretary of State in their Certificate of Absence of Record has stated that
24

1 VCC never filed an application for registration of its note offering. See Liebrader Declaration
2 at Exhibit "F".

3 **LEGAL AUTHORITY**

4 NRCP 56(a) provides:

5 (a) For Claimant. A party seeking to recover upon a claim, counterclaim, or cross-
6 claim or to obtain a declaratory judgment may, at any time after the expiration of 20 days from
7 the commencement of the action or after service of a motion for summary judgment by the
8 adverse party, move with or without supporting affidavits for a summary judgment in the
party's favor upon all or any part thereof.

9 NRCP 56(a).

10 NRCP 56(d) provides:

11 (d) Case Not Fully Adjudicated on Motion. If on motion under this rule judgment is
12 not rendered upon the whole case or for all the relief asked and a trial is necessary, the court at
13 the hearing of the motion, by examining the pleadings and the evidence before it and by
14 interrogating counsel, shall if practicable ascertain what material facts exist without
15 substantial controversy and what material facts are actually and in good faith controverted. It
16 shall thereupon make an order specifying the facts that appear without substantial controversy,
17 including the extent to which the amount of damages or other relief is not in controversy, and
18 directing such further proceedings in the action as are just. Upon the trial of the action the
facts so specified shall be deemed established, and the trial shall be conducted accordingly.

19 NRCP 56(d)

20 The Nevada Supreme Court has held that summary judgment is appropriate where the
21 pleadings, depositions, answers to interrogatories, admissions and Declarations on file show
22 that there exists no issue as to any material fact, and that the moving party is entitled to a
judgment as a matter of law. Butler v. Bogdonavich, 101 Nev. 449; 705 P. 2d 662 (1985).

23 When a motion for summary judgment is made and supported as provided in NRCP
24
25
26

1 56, an adverse party may not rest upon the mere allegations of his pleadings, but his
2 responses, by Declarations or otherwise provided in NRCP 56 must set forth facts showing
3 that there is a genuine issue for trial. See, Tobler and Oliver Construction Co. v. Board of
4 Trustees, 84 Nev. 438,441; 442 P.2d 904, 906 (1968) (quoting Dzack v. Marshall, 80 Nev.
5 345; 393 P. 2d 610 (1964).

6 The party opposing a motion for summary judgment must show he can produce
7 evidence at trial to support his claim, as he may not build a case on the “gossamer threads of
8 whimsy, speculation and conjecture.” Barnettler v. Reno Air, Inc., 114 Nev. 441; 956
9 P.2d1382 (1998); Van Cleave v. Keitz-Mill Minit Mart, 97 Nev. 414; 633 P.2d 1220 (1981).

10 ARGUMENT

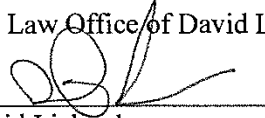
11 The VCC Note sold to Plaintiff is a security, easily meeting the requirements set out in
12 State v. Friend. As a security VCC was obligated to have it registered prior to sale, or to file
13 with the Secretary of State a notice claiming an exemption. They failed to do so. In light of
14 the evidence, there is no material fact for the jury to decide; The VCC Note was an
15 unregistered security. The court can find support for its ruling from a ruling issued by Dept. 16
16 on an identical issue of law, where Judge Williams found that VCC sold unregistered
17 securities in the form of the same promissory note purchased by Plaintiff.

18 Wherefore Plaintiff requests that the court grant this motion for summary adjudication
19 on these two issues.

20 Dated: November 1, 2018

Respectfully submitted,

21 The Law Office of David Liebrader, Inc.

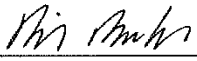
22 By: 
David Liebrader
Attorney for Plaintiff

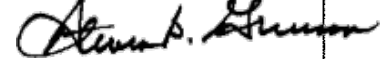
1
2 CERTIFICATE OF MAILING

3 I hereby certify that on the 1st day of November, 2018, I mailed a copy of the foregoing
4 MOTION FOR SUMMARY ADJUDICATION AND SUPPORTING DECLARATION
5 to the following

6
7 Harold Gewerter, Esq.
Gewerter Law Firm
8 1212 Casino Center Boulevard
Las Vegas, NV 89104

9 Louis Palazzo, Esq.
10 Palazzo Law Firm
520 S 4th St #200
11 Las Vegas, NV 89101

12 
13 _____
An Employee of The Law Office of David Liebrader



1 DAVID LIEBRADER, ESQ.
2 STATE BAR NO. 5048
3 THE LAW OFFICES OF DAVID LIEBRADER, APC
4 601 S. RANCHO DR. STE. D-29
5 LAS VEGAS, NV 89106
6 PH: (702) 380-3131
7 Attorney for Plaintiff

8 DISTRICT COURT
9 CLARK COUNTY, NEVADA

10 IN THE MATTER BETWEEN) Case No. A-17-762264-C
11 Steven A. Hotchkiss,) Dept.: 8
12 PLAINTIFF,) DECLARATION OF DAVID
13 v.) LIEBRADER
14 Ronald J. Robinson, Vernon Rodriguez, Virtual)
15 Communications Corporation, Wintech, LLC,)
16 Retire Happy, LLC, Josh Stoll, Frank Yoder, Alisa)
17 Davis and DOES 1-10 and ROES 1-10, inclusively)
18 DEFENDANTS)

19 **DECLARATION OF DAVID LIEBRADER**

20 David Liebrader, being duly sworn states as follows:

- 21 1. I am the attorney for Plaintiff in this matter. If called upon to testify I would do so
22 truthfully as to the matters stated in this Declaration. I make this Declaration based upon
23 facts within my own knowledge, save and except for those matters based upon information
24 and belief and upon those matters I believe them to be true.
25 2. That attached as Exhibit "A" to this Declaration is a true and correct copy of the VCC
26 promissory note purchased by Plaintiff.
3 That attached as Exhibit "B" to this Declaration is a true and correct copy of the notice of
default letter I sent to Ronald Robinson and VCC on behalf of Plaintiff.
4 That attached as Exhibit "C" to this Declaration are true and correct copies of pages from

1 Defendant Josh Stoll's deposition transcript.

- 2 5. That attached as Exhibit "D" to this Declaration is a true and correct copy of the VCC
3 PowerPoint presentation prepared by VCC and shown to Plaintiff by Josh Stoll during the
4 sales presentation.
- 5 6. That attached as Exhibit "E" to this Declaration is a true and correct copy of the order
6 issued by Judge Timothy Williams in the Waldo v. Robinson matter.
- 7 7. That attached as Exhibit "F" to this Declaration is a true and correct copy of the certificate
8 of absence of records I obtained from the Nevada Secretary of State.
- 9 8. That attached as Exhibit "G" to this Declaration is a true and correct copy of portions of
10 Defendant Josh Stoll's sworn deposition testimony given in this case.

11
12 FURTHER DECLARANT SAYETH NAUGHT

13 I declare under penalty of perjury under the laws of the state of Nevada the above is true and
14 correct.

15 

16 David Liebrader, Esq.

17 **Dated: November 1, 2018**

EXHIBIT “A”

PROMISSORY NOTE

Principal: \$ 75,000.00
Interest Rate: 9% annual, interest-only payable monthly
Loan Term: 18 months from execution date with an option to extend for 6 months.

September 23, 2013
Las Vegas, NV

Borrower (Maker): VIRTUAL COMMUNICATIONS CORPORATION, a Nevada corporation and is the sole-owner of its subsidiary WinTech. LLC, a Nevada limited liability company
Borrower's Address: 311 E. Warm Springs Rd Suite 100
Las Vegas, NV 89119
Holder: PROVIDENT TRUST GROUP, LLC, FBO Steven A. Hotchkiss, Solo-K #130800142
Holder's Address: 8880 W. Sunset Road
Las Vegas, NV 89148

PROMISE TO PAY. The above-named Borrower promises to pay to the above-named Holder in lawful money of the United States of America, the principal amount shown above, at the interest rate shown above, until paid in full.

INTEREST CALCULATION METHODOLOGY. Interest shall be computed on a simple basis, starting on the Effective Date, and is furthermore to be computed by applying the Annual Interest Rate against the unpaid principal amount on the following basis (*check one*):

- ☐ Annual basis; that is, by applying the Annual Interest Rate every calendar year
☒ Monthly basis; that is, by applying the Annual Interest Rate, divided by twelve, every month
☐ Daily basis; that is, by applying the Annual Interest Rate, divided by 365, every day

With respect to prepayment, interest for partial years or months shall be computed on a pro-rated basis.

PAYMENT. Borrowers will pay this loan as follows:

1. *Periodicity (check one):*

- ☒ Balloon payment of principal, to be paid at end, with monthly interest-only payments
☐ Balloon payment of principal and all accrued interest, to be paid entirely upon final payment
☐ Regular payments of fully amortized principal plus interest

2. *Payments:*

Borrower shall make 18 equal payments to Holder, each in the amount of \$562.50 the first payment is due on November, 2013, and on the 1st day of each calendar month thereafter, with the option of 6 additional payments.

3. *Application Order:*

Unless otherwise agreed or required by applicable law, payments will be applied first to any unpaid collection costs; then to any late charges; then to any accrued unpaid interest; then to any deferred interest; and then to principal.

4. *Payment Address:*

Lender

Borrower

Guarantor

Page 1

Plaintiff's ECC Production 000001



APP000179

Borrower will pay Holder at any such place as Holder may designate.

PAYMENT METHOD. Borrower shall pay this Note on a monthly basis. Borrower shall make payments directly to Holder at Holder's address.

PREPAYMENT. At any time, Borrower may prepay a portion or the entirety of the principal and interest due under this Note, without penalty or fee. Prepayments will be first applied against accrued interest, then principal. Full prepayment will include payment of all principal plus all interest then due (including partial-month accrued interest) as of the payoff date. Partial prepayments will not, unless agreed to by Holder in writing, relieve Borrower of its obligation to continue to make regular payments under the foregoing payment schedule.

LATE FEE. A 5-day grace period exists. If a scheduled payment is not paid by the Borrower within the grace period, then that payment is deemed delinquent and a 5% non-compounding late fee on the delinquent payment is assessed.

SECURITY INTEREST. This note is secured.

GUARANTEE. This Note is guaranteed by: R. J. ROBINSON, as indicated below.

DEFAULT EVENT / ACCELERATION. If any scheduled payment remains delinquent and unpaid for 15 days or more, then upon failure of Borrower to cure after the expiration of a 10-day written notice from Holder to Borrower of a delinquency, then said failure to cure constitutes a default event of this note (a "Default Event"). The Holder cannot make itself unavailable, or otherwise refuse to take a payment, in order to cause a Default Event to occur; a Default Event must be non-performance on the Note on the part of the Borrower. If a Default Event does occur, then this Note is accelerated, the entire remaining amount under the Note becomes immediately due. Holder's failure to exercise any of its remedies in this section, or any other remedy provided by law, upon the occurrence of a Default Event, does not constitute a waiver of the right to exercise any remedy at any subsequent time in respect to the same or any other Default Event.

GENERAL PROVISIONS.

- **Governing Law.** This agreement will be governed by and construed in accordance with the laws of the state of Nevada.
- **Notices.** All notices must be in writing. A notice may be delivered to a party at the following address contained in the preamble to this Note, or to a new address that a party subsequently designates in writing.
- **Assignment and Succession.** Borrower may not assign its rights or delegate their obligations under this Note in whole or in part without the prior written consent of Holder. This Note is binding on and enforceable by each party's successors and assignees.
- **Severability.** If any court determines that any provision of this Note is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this agreement invalid or unenforceable.
- **Headings.** The section and other headings contained in this Note are for reference purposes only and shall not affect the meaning or interpretations of this Note.
- **Attorney's Fees.** In the event that litigation results from or arises out of this Note or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees and costs, in addition to any other relief to which the prevailing party may be entitled.
- **Modification.** This Note may be modified only by a writing signed by both Borrower and Holder.

Lender

Borrower

Guarantor

[Signatures on Next Page]

BORROWER:

VIRTUAL COMMUNICATIONS CORPORATION

By: _____

R. J. Robinson, Chairman and CEO

APPROVED

By: _____

Print Name: Provident Trust Group, FBO, Steven A. Hotchkiss, Solo-K # 130800142
Its: Consultant

PERSONAL GUARANTEE:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce Holder to make this loan, the undersigned guarantor absolutely and unconditionally agrees to all terms of, and guarantees to Holder the payment and performance of, the entire debt evidenced by this Note, including, without limitation, all principal, accrued interest, attorneys' fees and collection costs that may become due in collecting and enforcing the debt, including collection and enforcement of this guarantee.

A guarantor's liability is not subject to any condition not expressly set forth in this guaranty or any instrument executed in connection with the debt.

This guarantee will be in default if, after 10 days' notice to perform on the guarantee is sent by Holder, guarantor fails to pay any amounts then due under this Note.

GUARANTOR

R. J. Robinson, as an individual

Lender

Borrower

Guarantor

EXHIBIT “B”

THE LAW OFFICES OF
DAVID LIEBRADER, INC.
WWW.INVESTMENTLOSS.COM
601 S. RANCHO DR. STE. D-29
LAS VEGAS, NV 89106
TELEPHONE (702) 380-3131
FACSIMILE (702) 583-4227

August 26, 2017

Mr. Ronald Robinson
Virtual Communications Corp.
311 E. Warm Springs Rd. Ste 100
Las Vegas, NV 89119

Re: Steve Hotchkiss

My office represents Steve Hotchkiss. Mr. Hotchkiss purchased a promissory note from VCC (which you personally guaranteed) on September, 23, 2014 for \$75,000.

Under the clear, unambiguous terms of the note, interest payments were supposed to be made monthly. Despite this, VCC has not made payments to Mr. Hotchkiss since February, 2015. At present, the amount of \$16,875 in interest is due and owing. You are hereby notified that VCC is in default under the note. Demand is made to have the note immediately brought current.

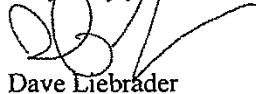
Furthermore, as a result of VCC's use of Julie Minuskin and her firm Retire Happy to solicit Mr. Hotchkiss's purchase of the note (which is a security), VCC sold unregistered, non-exempt securities in violation of Nevada's securities laws, specifically, N.R.S. § 90.460. As a control person you are also personally liable.

Demand is hereby made for rescission pursuant N.R.S. § 90.660 and N.R.S. § 90.680. Pursuant to both notes and the statutes, Mr. Hotchkiss is entitled to interest and attorney's fees. The total amount demanded is \$122,469. Since you personally guaranteed the note, this demand is also made upon you.

As to your bogus offer to convert the note to shares in VCC, that offer is hereby rejected as being stale, delayed, untimely and expired.

Please contact me at your earliest convenience to arrange payment and rescission.

Very truly yours,



Dave Liebrader

C: Steve Hotchkiss

EXHIBIT “C”

1 gave you about alternative asset investments?

2 A: Primarily, I was taught about private mortgages.

3 Q: Okay.

4 A: Private lending is more specifically the category.

5 Q: Okay. Let's talk about -- well, let me see, hold
6 on, let me see if I have -- you received some interrogatory
7 requests. There was a bunch of questions that I sent to your
8 lawyer and he provided them to you. Do you recall receiving
9 those?

10 A: Yes, sir.

11 Q: And you provided answers to Mr. Palazzo, and then
12 Mr. Palazzo put them together and produced them to me. You're
13 generally familiar with that?

14 A: Yes, sir.

15 Q: One of the interrogatories I asked you was number
16 11. It says, "State your role in the Hotchkiss transaction that
17 is the subject of this litigation," and you answered, "I provided
18 Mr. Hotchkiss a Virtual Communications Corporation informational
19 PowerPoint presentation provided by Virtual Communications
20 Corporations which contained information regarding an investment
21 opportunity and explained the purpose and mission statement of
22 Virtual Communications Corporation." Is that true?

23 A: Yes, sir.

24 Q: And I see you're flipping through an exhibit there.
25 It looks to be the PowerPoint presentation, and let me direct your

1 attention to that. It's the multi-page, I think I handed you
2 three exhibits, one would be the finder's fee agreement, the one
3 with Mr. Hotchkiss's promissory note and the other is a multi-page
4 document with some e-mails, and it looks like, ultimately, the
5 PowerPoint presentation. And I kind of wrote on the side on the
6 bottom of the page -- I numbered them because they want numbered.

7 A: Got it.

8 Q: But I'll tell you that this document was produced to
9 me at least one time by Julie in a different litigation, once by
10 Mr. Yoder -- Frank Yoder from Virtual Communications Corporation.
11 And the first couple pages here appear to be some e-mails back and
12 forth indicating that, you know, here's a PowerPoint presentation,
13 we're making some corrections to it, and here's the final one, and
14 Ron Robinson's copy, et cetera. So, if you turn to page 3 --

15 MR. PALAZZO: Just for sake of clarity, can we mark
16 that as an exhibit?

17 Q: Sure. Yeah, this is going to be number 1. And I
18 guess we -- there you go, that can be for you.

19 A: Thanks.

20 Q: And so --

21 MR. PALAZZO: And just, again, for clarity, that is
22 going to be a composite exhibit made up of 15 pages, is that
23 right?

24 Q: Yes, sir.

25 MR. PALAZZO: Okay.

1 Q: So, Mr. Stoll, is this -- start on page 3, and flip
2 through this document, and tell me if you're generally familiar
3 with it. Does this appear to be the PowerPoint presentation that
4 Virtual Communications Corporation provided to Retire Happy to
5 show to clients?

6 A: Yes.

7 Q: And did you have an opportunity to review it prior
8 to the time that you showed it to Mr. Hotchkiss?

9 A: Yes.

10 Q: And do you have any questions on it?

11 A: No.

12 Q: And, you felt that after reviewing it you were
13 generally familiar with what this investment was all about?

14 A: Yes.

15 Q: And if you turn to page 14, it talks about an
16 offering summary. And it says, "Securities, nine percent notes,
17 minimum offering \$20,000.00, maximum offering \$1 million." Was
18 there a minimum or maximum that an individual could purchase
19 through Virtual Communications Corporation for these promissory
20 notes? Meaning, could someone buy \$500.00 worth or was there,
21 like, a minimum amount?

22 A: I don't know.

23 Q: Okay. How many people did you introduce the VCC
24 concept to?

25 A: Probably in the range between 20 and 30.

EXHIBIT “D”

Frank Yoder

From: Frank Yoder
Sent: Monday, December 17, 2012 3:11 PM
To: Julie Minuskin; Ron Robinson
Cc: Ben Williams; Vernon Rodriguez
Subject: Updated PowerPoint Presentation based on Julies corrections
Attachments: Wintech Investor Presentation 2013 ver 1.3.pdf; Wintech Investor Presentation 2013 ver 1.3.pps; Wintech Investor Presentation 2013 ver 1.3.ppt

Here is the latest version of the Power Point presentation. Please note that it is version 1.3
Please delete previous versions.
Thanks!

Frank Yoder
Wintech, LLC
311 East Warm Springs Road, Suite #100
Las Vegas, NV 89119
phone: (702) 284-7311
email: Frank.Yoder@WinTechLLC.com
web: www.ALICEreceptionist.com

From: Frank Yoder
Sent: Monday, December 17, 2012 12:56 PM
To: 'Julie Minuskin'; Ron Robinson
Cc: Ben Williams; Vernon Rodriguez
Subject: RE: revised note

Please find attached the updated presentation with the change in terms. Notice this new version of the presentation is version 1.2
Please delete all copies of previous version (ver 1.1) of the presentation.

Frank Yoder
Wintech, LLC
311 East Warm Springs Road, Suite #100
Las Vegas, NV 89119
phone: (702) 284-7311
email: Frank.Yoder@WinTechLLC.com
web: www.ALICEreceptionist.com

From: Julie Minuskin [<mailto:jminuskin@retirehappy.com>]
Sent: Monday, December 17, 2012 11:12 AM
To: Ron Robinson
Cc: Ben Williams; Vernon Rodriguez; Frank Yoder
Subject: RE: revised note

Thank you. Can you please make sure the power point reflects this change as well?
Thank you,

1

Created by Universal Document Converter



Julie Minuskin

Investment Specialist | Retire Happy, LLC
4840 W. University Ave., A1 | Las Vegas, NV 89103
Direct: 702.789.1841 | Toll Free: 888-909-4760 Fax: 888.909.4765

jminuskin@retirehappy.com



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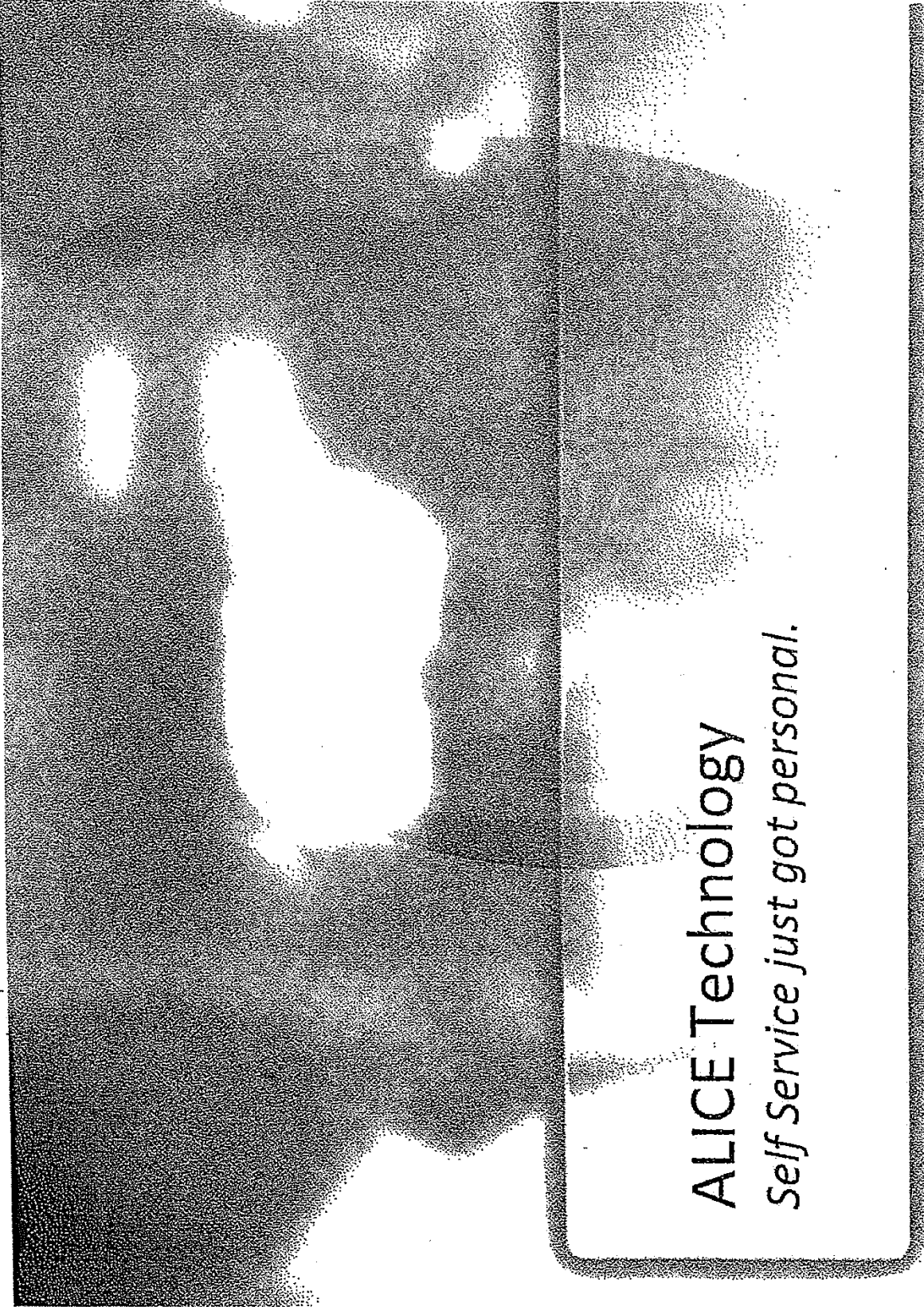
From: Robin1031@aol.com [<mailto:Robin1031@aol.com>]

Sent: Monday, December 17, 2012 11:04 AM

To: Julie Minuskin

Subject: revised note

Julie, please see attached as captioned. Ron



ALICE Technology
Self Service just got personal.

3

Disclaimer

THIS PRESENTATION BELONGS EXCLUSIVELY TO WINTech, LLC. A WHOLLY OWNED COMPANY OF VIRTUAL COMMUNICATIONS CORPORATION. IT DOES NOT IMPLY AN OFFERING OF SECURITIES.

FORWARD-LOOKING STATEMENTS:

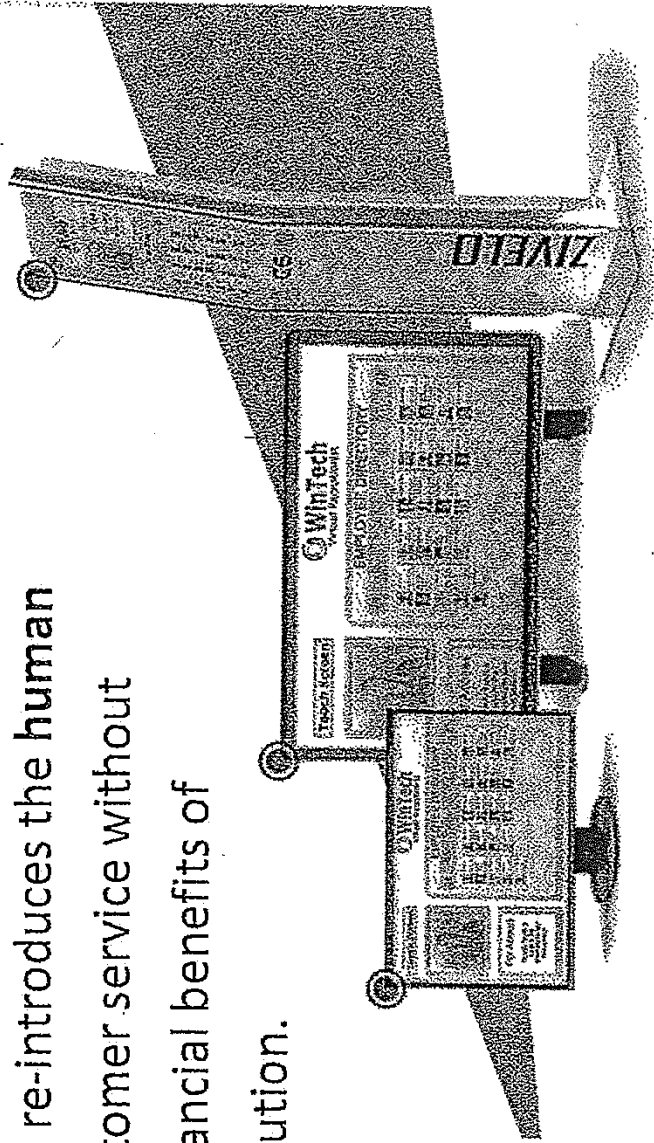
THIS PRESENTATION CONTAINS FORWARD-LOOKING STATEMENTS WITHIN THE MEANING OF SECTION 27A OF THE SECURITIES ACT OF 1933 AND SECTION 21E OF THE SECURITIES EXCHANGE ACT OF 1934. ACTUAL RESULTS COULD DIFFER MATERIALLY FROM THOSE PROJECTED IN THE FORWARD-LOOKING STATEMENTS AS A RESULT OF THE RISK-RELATED FACTORS SET FORTH HEREIN.

5

ALICE Technology

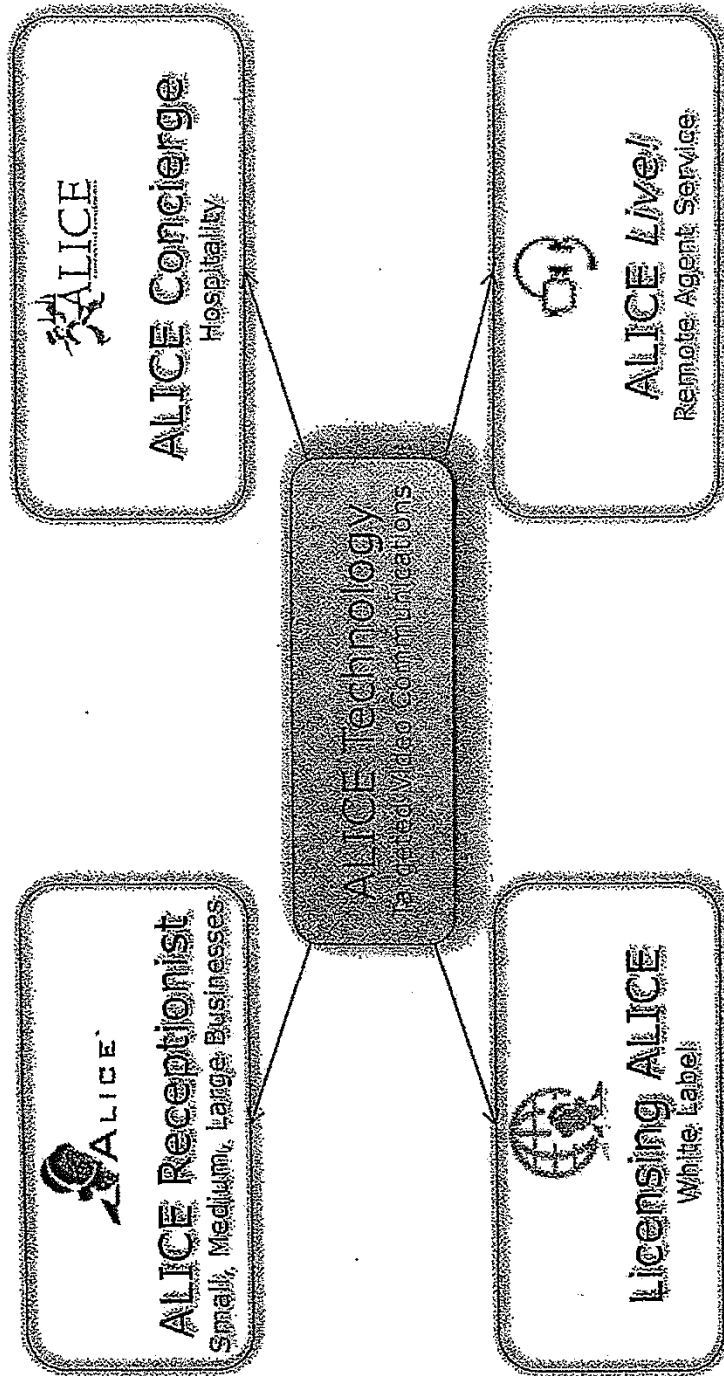
ALICE technology delivers on-demand, customer care through live, 2-way video communications.

ALICE Technology re-introduces the **human element** into customer service without sacrificing the financial benefits of an automated solution.



Markets

Our Target is a \$120 billion global market:



6

Management



S. Vernon Rodriguez, Chief Executive Officer: Mr. Rodriguez brings over 40 years of senior management experience to WINTECH. He has specialized in the development of sales and marketing strategies and systems for financial services firms throughout his career. He has a degree in marketing and political science from the University of New Mexico. He has succeeded in the recruitment, training and supervision of several thousand salespeople in the insurance, mortgage and leasing industries. He has been instrumental in the start-up, development and expansion of many firms in the past. He is specially qualified to oversee the operations, marketing and development of WINTECH into the future.

Frank Yoder, President and Chief Operations Officer: With over 30 years experience in application development, user interface design, computer telephony integration and VoIP (Voice over IP) technologies, Frank brings a wealth of knowledge and experience to WINTECH in the collaboration of voice, video and customer facing applications. He received his extensive experience working with fortune 500 companies on groundbreaking technology projects over the span of his entire career. Frank studied Computer Science at Old Dominion University, North Carolina State University, Elizabeth City State University, and the University of Utah. He is actively involved in his community. Frank sits on the Computer Science Advisory Council for the College of Engineering at UNLV.

Mike Yoder, Executive Vice President and Chief Technology Officer: Mike Yoder has over 25 years' experience in software development and software products development. As CTO, Mike oversees the development of ALICE Technology, the ALICE Receptionist and the ALICE Concierge products. With his extensive experience and management skills, Mike is uniquely qualified to navigate the challenges of pioneering the innovative use of ALICE technology and the ALICE products. Mike's guidance, vision, direction and oversight for WINTECH is invaluable. Mr. Yoder is actively involved in his community and industry organizations including serving on the Board of Trustees for Helping Hands of Vegas Valley, Technology Business Alliance of Nevada, and as a member of the Steering Committee for The Southern Nevada Commercial Group.

Business Model



ALICE Receptionist: WinTech has experienced impressive success with the release of its flagship product utilizing its patent pending ALICE Technology. WinTech installed over 2,500 licenses, sold to 45 companies throughout the US, Canada, the UK, and Australia in its the first year. As the only visitor management solution in its class, ALICE Receptionist has won notoriety and national recognition as one of the Inc. Magazines "6 Cutting-Edge Gadgets to Watch".



ALICE Technology Licensing: ALICE Receptionist technology is licensed to ZIVELo for their Virtual Receptionist Kiosk. ZIVELo serves the private sector as well as the Government. As the only Kiosk manufacturer on the GSA schedule and a major supplier of kiosks to many branches of the Government, ZIVELo markets their Virtual Receptionist Kiosk through their extensive government contacts and relationships. ZIVELo is the first of many forthcoming white label opportunities for the licensing of ALICE Technology.



ALICE Live!: Provides an on-demand video agent to serve as a live receptionist for the ALICE Receptionist product. Calls received in the ALICE Receptionist system can be re-routed to a contact center member of the ALICE Live! Service Channel at the push of a button. Projected to generate reoccurring revenue that has the potential to far outpace the revenue generated from the actual ALICE Receptionist sales. ALICE Live! is offered for a low monthly fee for the complete solution.



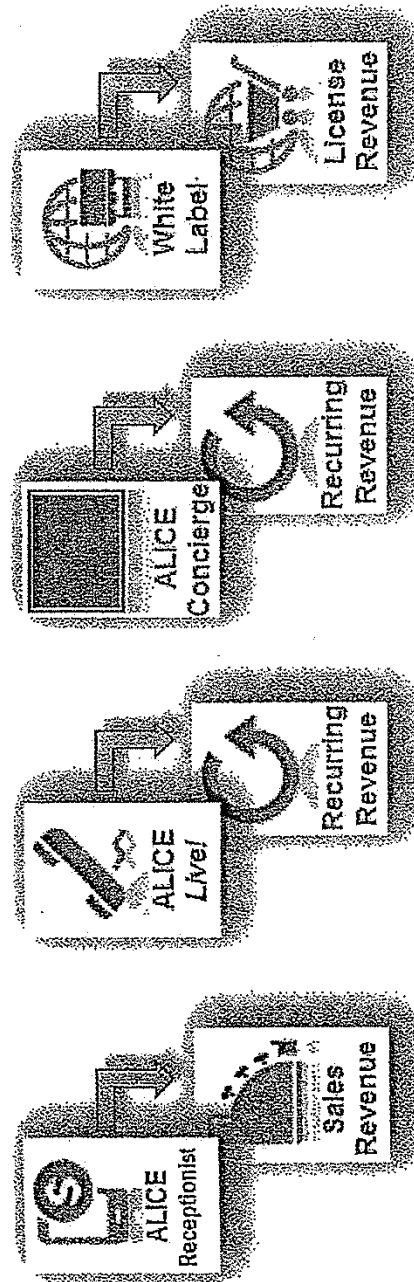
ALICE Concierge: The ALICE Concierge product/service utilizes ALICE Technology to provide in-room concierge service. Guests speak directly to a live, ALICE Concierge, appearing on their in-room TV screen, who provides traditional concierge services. The ALICE Concierge delivers real-time, personalized content on the TV screen relevant to the guest requests during the conversation.

8

Revenue

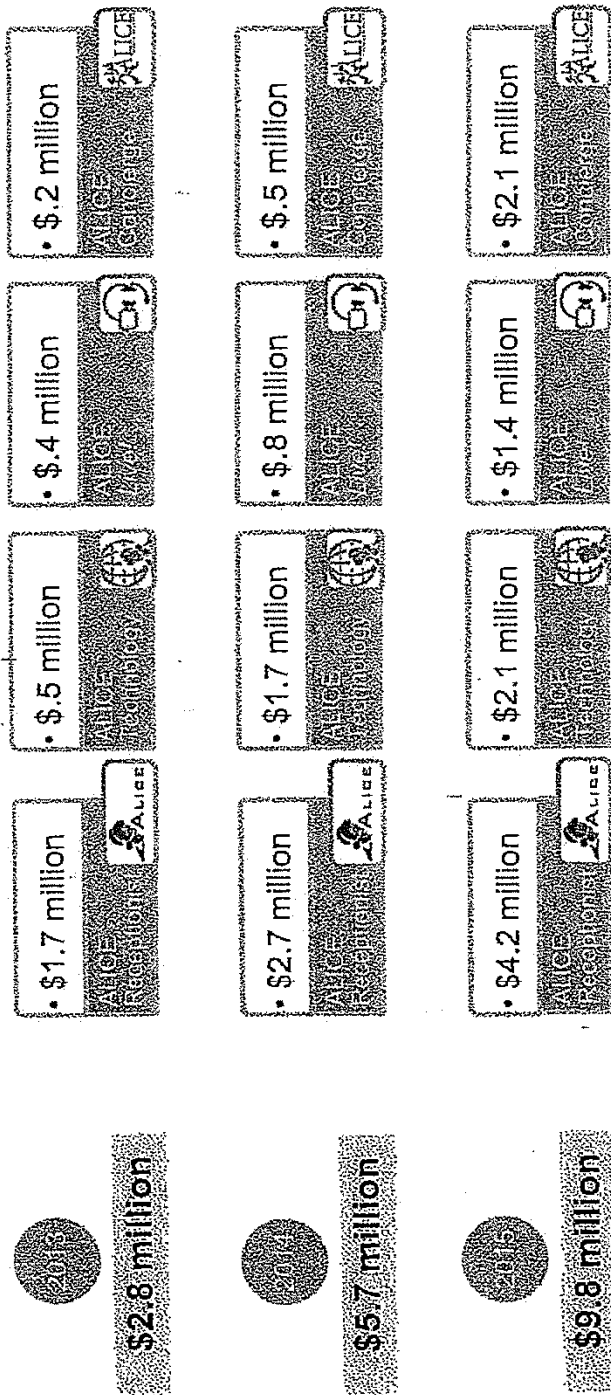
Multiple revenue streams from the sales and licensing of ALICE Technology.

- **ALICE Receptionist:** WinTech receives perpetual licenses fees from the sales of ALICE Receptionist and reoccurring fees from annual Support & Maintenance contracts.
- **ALICE Live!**: WinTech receives reoccurring revenue on a monthly basis from all ALICE Live! service contracts.
- **ALICE Concierge:** WinTech receives commission as well as a transaction fee on all purchases.
- **ALICE Technology LICENSING:** WinTech receives license fees for each white label unit embedded with ALICE Technology and ongoing fees from service contracts.

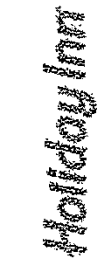


Revenue Forecast

3 Year Growth Projections by product/service.



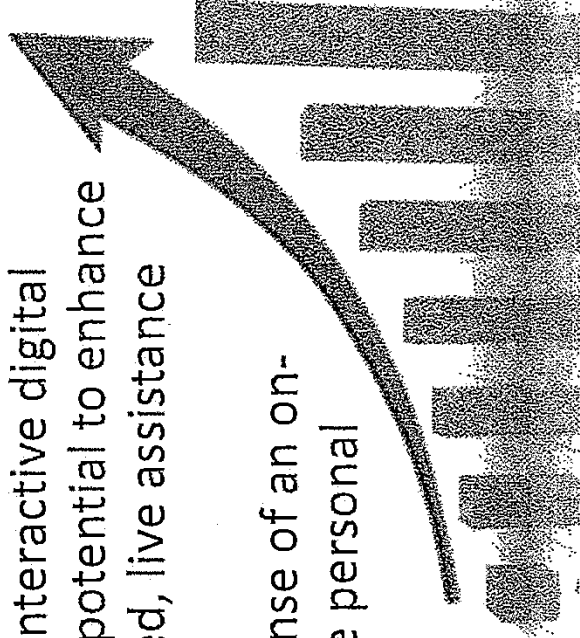
Agreements



- ZIVELO, the largest Kiosk manufacturer in the world contracts to white label (license) ALICE Technology for their Virtual Receptionist Kiosk. Letter Of Intent (LOI) on file with Retire Happy.
- Holiday Inn & Suites Airport contracts to license the ALICE Concierge product/service. Letter Of Intent (LOI) on file with Retire Happy.
- TelAssistant joins the ALICE Live! Service Channel.

The Opportunity is Now

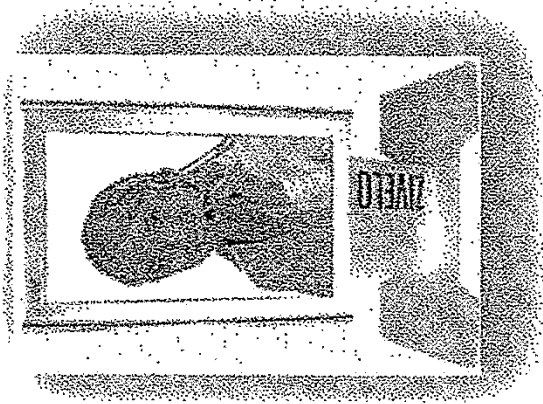
- **Increased demand for ALICE Receptionist due to:**
Organizations searching for ways to save money and gain efficiencies. ALICE Receptionist does both with a typical ROI of 3 months.
- **Increased acceptance for ALICE Technology:** Wide spread acceptance of Self Serve kiosks and interactive digital signage is on the rise. ALICE has the potential to enhance all self-service solutions with targeted, live assistance through video communication.
- **ALICE Live!** eliminates the high expense of an on-site employee without sacrificing the personal service of human interaction.



Growth Strategy

We are seeking \$1 million in capital to implement our growth strategy and to maximize market opportunities

- **Capitalize** on the success of our current ALICE Receptionist sales momentum through the growth of our Reseller Channel.
- **Acquire** additional ALICE Technology Licensing/white label contracts.
- **Launch** ALICE *Live!* service offering.
- **Introduce** WinTech's new product utilizing ALICE Technology - The ALICE Concierge!



Offering Summary

Securities: 9% Notes

Minimum Offering: \$20,000 **Maximum Offering:** \$1,000,000

TERMS OF SECURITIES:

Return:

Notes have a term of 18 months, with a 6 month extension option. Note pays 9% annually with interest paid monthly. (Escrow Agent: Provident Trust Group)

Secured:

Notes are secured by a Promissory Note. The Guarantor of the note is Mr. R.J. Robinson, chairman & CEO of Virtual Communications Corporation. Mr. Robinson has a net worth of \$17,698,000. Financial Statement is available for inspection in the offices of Retire Happy.

Termination Date:

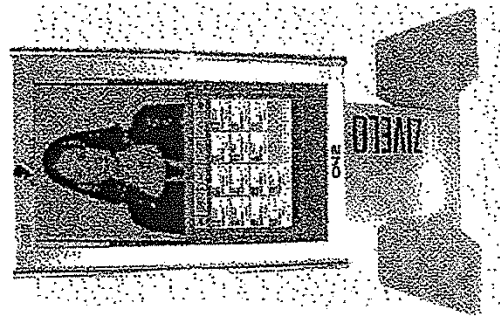
June 15, 2014, unless extended by the Company's board of directors.

Thank You

For more information, please contact:

Mr. Vernon Rodriguez
CEO

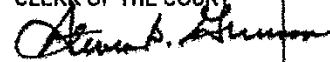
WinTech, LLC a Virtual Communications Corporation company
311 East Warm Springs Road, Suite 100
Las Vegas, NV 89119
702.480.0607



www.WinTechLLC.com
www.ALICereceptionist.com

15

EXHIBIT “E”



1 DAVID LIEBRADER, ESQ.
2 STATE BAR NO. 5048
3 THE LAW OFFICES OF DAVID LIEBRADER, APC
4 601 S. RANCHO DR. STE. D-29
5 LAS VEGAS, NV 89106
6 PH: (702) 380-3131
7 Attorney for Plaintiff

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DISTRICT COURT
CLARK COUNTY, NEVADA

IN THE MATTER BETWEEN

) Case No. A-15-725246

Reva Waldo,

) Dept.: 16

PLAINTIFF,

) ORDER ON:

v.

) 1. PLAINTIFF'S MOTION
) FOR SUMMARY
) JUDGMENT

Ronald J. Robinson, Virtual Communications
Corporation, Retire Happy, LLC, Julie Minuskin
and DOES 1-10 and ROES 1-10, inclusively

) 2. PLAINTIFF'S MOTION
) FOR SUMMARY
) ADJUDICATION

DEFENDANTS

) 3. DEFENDANTS'
) MOTION TO DISMISS
) FOR FAILURE TO
) NAME INDISPENSIBLE
) PARTIES

4. DEFENDANT DAVIS'
MOTION TO DISMISS

ORDER ON MOTIONS

The following motions were considered by the court:

1. Plaintiff's motion for summary judgment against Defendant Virtual Communications Corporation;
2. Plaintiff's motion for summary adjudication of issues;
3. Defendants Virtual Communications Corp., Alisa Davis and Ronald Robinson's counter motion to dismiss Plaintiff's complaint for failure to name indispensable parties;
4. Defendant Alisa Davis' motion to dismiss/motion for summary judgment/motion for

APR 16 2018

1 judgment on the pleadings.

2 The four motions were the subject of two hearings; one on March 8, 2018, the second
3 on April 5, 2018. Appearing for Plaintiff was David Liebrader; appearing for Defendants was
4 Harold Gewerter.

5
6 FINDINGS OF FACT; CONCLUSIONS OF LAW

7 After considering the briefs, oppositions, replies and supporting Declarations
8 submitted, as well as argument by counsel at the two hearings, the Court rules as follows:


- 9 1. Plaintiff entered into a valid, binding contract with Defendant Virtual
10 Communications Corporation. Based upon the sworn testimony of VCC's officers
11 Ronald Robinson and Vernon Rodriguez, VCC acknowledged that it is in default
12 under the terms of the promissory note. As a result Plaintiff's motion for summary
13 judgment against VCC is GRANTED.
- 14 2. Plaintiff raised the following issues in her motion for summary adjudication; (a) that
15 the VCC note is a security; (b) that the VCC Note was not registered nor exempt from
16 registration; (c) that VCC employed an unlicensed broker dealer to sell the VCC
17 Notes; and (d) that Ronald Robinson is a control person under the Nevada Securities
18 Act. Based upon the authorities cited by Plaintiff in her motion for summary
19 adjudication, including NRS 90.295 and State v. Friend, 40 P. 3d 436; 118 Nev. 115
20 (2002) and the certification from the Nevada Secretary of State, the Court Orders that
21 Plaintiff's motion for summary adjudication on the four issues raised is GRANTED.
- 22 3. Defendants' motion to dismiss for failure to name an indispensable party, specifically
23 Provident Trust Group was the subject of extensive briefing. In addition to the motion,
24

1 opposition and reply the court also asked for and received supplemental briefing from
2 the parties, as well as out of jurisdiction authorities lodged with the court by Plaintiff.
3 The issue of whether a self-directed IRA Custodian is a necessary party such that the
4 Plaintiff lacks standing to sue is an issue of first impression in Nevada. Based upon
5 the filings the Court finds that Provident Trust owed limited duties to Plaintiff and did
6 not direct, consent, approve or disapprove of Plaintiff's investment decisions in the
7 self-directed account. Instead, it was Plaintiff, the owner of the Provident Trust Group
8 custodial account who managed, directed and controlled the investments. See FBO
9 David Sweet IRA v. Taylor, 4 F. Supp. 3d 1282 (E.D. Ala. 2014). Because Plaintiff
10 was the sole decision maker on the account, and Provident Trust Group expressly, by
11 contract, declined to undertake any action to pursue remedies for default on the
12 investment, the Court finds that Provident Trust Group is not a necessary or
13 indispensable party and on the basis DENIES Defendant's motion.

- 14 4. The Court considered Defendant Alisa Davis' motion for summary judgment/motion
15 to dismiss/motion for judgment on the pleadings. The Court finds that Plaintiff has
16 plead sufficient material facts, including offering the sworn deposition testimony of
17 Ronald Robinson that contradicts the contentions raised in Davis' motion. Because
18 Ms. Davis' motion is contradicted by the sworn testimony of Mr. Robinson, the Court
19 rules that Ms. Davis' motion is DENIED.

20
21 IT IS SO ORDERED:

22 Dated this 16th day of April, 2018

23 
Hon. Timothy Williams
District Court Judge

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Submitted by:



David Liebrader, Esq.
Attorney for Plaintiff

EXHIBIT “F”

BARBARA K. CEGAVSKE
Secretary of State

STATE OF NEVADA



SCOTT W. ANDERSON
Chief Deputy Secretary of State

DIANA J. FOLEY
*Deputy Secretary for Securities
Securities Administrator*

**OFFICE OF THE
SECRETARY OF STATE**

CERTIFICATE OF ABSENCE OF RECORD

THIS IS TO CERTIFY that a diligent search has been made of the registration records of the NEVADA SECRETARY OF STATE, SECURITIES DIVISION, 555 E. Washington Ave., Ste. 5200, Las Vegas, Nevada 89101, upon inquiry as to whether a certain company filed an application for registration of securities or if a notice of exemption was filed during the time period of 2000 through the present.

After proper examination made this day, it is hereby certified that the search conducted indicates that no registration or exemption record has been filed for the following company:

1. Virtual Communications Corp.

I FURTHER CERTIFY that I am the person authorized to make the search of the records contained within the Central Repository pertaining to the above matter within the NEVADA SECRETARY OF STATE, SECURITIES DIVISION.

This certificate is made for use as court evidence and in compliance with Section 51.175 of the Nevada Revised Statutes.

IN WITNESS WHEREOF, I have caused this certificate to be prepared this 31st day of January, 2018.

I DECLARE, under penalty of perjury, that the foregoing is true and correct.

A handwritten signature in black ink, appearing to read "Timothy Eacobacci".

Timothy Eacobacci
Securities Registration & Licensing Examiner

LAS VEGAS OFFICE
555 E. Washington Avenue, Suite 5200
Las Vegas, Nevada 89101
Telephone: (702) 486-2440
Fax: (702) 486-2452

EXHIBIT “G”

1 Q: So, Mr. Stoll, is this -- start on page 3, and flip
2 through this document, and tell me if you're generally familiar
3 with it. Does this appear to be the PowerPoint presentation that
4 Virtual Communications Corporation provided to Retire Happy to
5 show to clients?

6 A: Yes.

7 Q: And did you have an opportunity to review it prior
8 to the time that you showed it to Mr. Hotchkiss?

9 A: Yes.

10 Q: And do you have any questions on it?

11 A: No.

12 Q: And, you felt that after reviewing it you were
13 generally familiar with what this investment was all about?

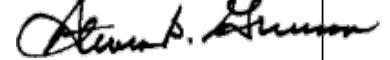
14 A: Yes.

15 Q: And if you turn to page 14, it talks about an
16 offering summary. And it says, "Securities, nine percent notes,
17 minimum offering \$20,000.00, maximum offering \$1 million." Was
18 there a minimum or maximum that an individual could purchase
19 through Virtual Communications Corporation for these promissory
20 notes? Meaning, could someone buy \$500.00 worth or was there,
21 like, a minimum amount?

22 A: I don't know.

23 Q: Okay. How many people did you introduce the VCC
24 concept to?

25 A: Probably in the range between 20 and 30.



1 DAVID LIEBRADER, ESQ.
2 STATE BAR NO. 5048
3 THE LAW OFFICES OF DAVID LIEBRADER, APC
4 601 S. RANCHO DR. STE. D-29
5 LAS VEGAS, NV 89106
6 PH: (702) 380-3131
7 Attorney for Plaintiff

8 DISTRICT COURT
9 CLARK COUNTY, NEVADA

10 IN THE MATTER BETWEEN) Case No. A-17-762264-C
11 Steven A. Hotchkiss,) Dept.: 8
12 PLAINTIFF,)
13 v.) NOTICE OF ERRATA
14 Ronald J. Robinson, Vernon Rodriguez, Virtual)
15 Communications Corporation, Wintech, LLC,)
16 Retire Happy, LLC, Josh Stoll, Frank Yoder, Alisa)
17 Davis and DOES 1-10 and ROES 1-10, inclusively)
18 DEFENDANTS)
19 _____)

20 TO THE COURT, CLERK, COUNSEL, PARTIES AND INTERESTED PERSONS:


21 Please take notice that the first two pages of Plaintiff's motion for summary adjudication of
22 issues filed on November 1, 2018 were mistakenly unsigned by counsel.

23 Plaintiff hereby files the signed versions of the first two pages (attached as Exhibit "A"),
24 which should be substituted by the clerk in place and stead for the unsigned pages.

25 Dated: November 1, 2018

Respectfully submitted,

The Law Office of David Liebrader, Inc.

26 By: 
David Liebrader
601 S. Rancho Dr. Ste D-29
Las Vegas, NV 89106
Attorney for Plaintiff.

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CERTIFICATE OF MAILING

I hereby certify that on the 1st day of November, 2018, I mailed a copy of the foregoing
NOTICE OF ERRATA

to the following

Harold Gewerter, Esq.
Gewerter Law Firm
1212 Casino Center Boulevard
Las Vegas, NV 89104

Louis Palazzo, Esq.
Palazzo Law Firm
520 S 4th St #200
Las Vegas, NV 89101



An Employee of The Law Office of David Liebrader

EXHIBIT “A”

1 DAVID LIEBRADER, ESQ.
2 STATE BAR NO. 5048
3 THE LAW OFFICES OF DAVID LIEBRADER, APC
4 601 S. RANCHO DR. STE. D-29
5 LAS VEGAS, NV 89106
6 PH: (702) 380-3131
7 Attorney for Plaintiff

8
9 DISTRICT COURT
10 CLARK COUNTY, NEVADA

11 IN THE MATTER BETWEEN) Case No. A-17-762264-C
12)
13 Steven A. Hotchkiss,) Dept.: 8
14)
15 PLAINTIFF,) MOTION FOR SUMMARY
16) ADJUDICATION OF ISSUES
17 v.)
18)
19 Ronald J. Robinson, Vernon Rodriguez, Virtual)
20 Communications Corporation, Wintech, LLC,)
21 Retire Happy, LLC, Josh Stoll, Frank Yoder, Alisa)
22 Davis and DOES 1-10 and ROES 1-10, inclusively)
23)
24 DEFENDANTS)
25)
26)

27
28 **MOTION FOR SUMMARY ADJUDICATION**

29 Plaintiff by and through counsel, The Law Office of David Liebrader, requests the court issue
30 an order adjudicating two legal issues prior to trial;

- 31 1. That the investment purchased by Plaintiff is a security pursuant to NRS
32 90.295;
33 2. That the security was neither registered, nor exempt from registration pursuant
34 to NRS 90.460;


35 Plaintiff brings this motion pursuant to Rule 56 of the Nevada Rules of Civil
36 Procedure ("NRCP").

37 This motion for summary adjudication is made and based upon the sworn Declaration
38 of Plaintiff's counsel, the certificate of absence of record from the Nevada Secretary of State,
39 sworn deposition testimony from Defendants, the memorandum of points and authorities, the
40

1 complaint on file with the court, and any oral argument that may be allowed at the time of
2 hearing

3 Dated: November 1, 2018

Respectfully submitted,

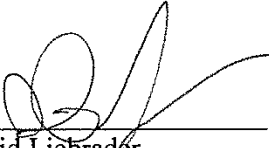
4
5 By: 
6 David Liebrader
7 Attorney for Plaintiff

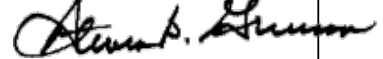
8 **NOTICE OF MOTION**

9 YOU AND EACH OF YOU, PLEASE TAKE NOTICE that the undersigned will bring the
10 foregoing motion for summary adjudication for hearing in dept. 9 of the above entitled
11 Court on the 31st day of December, 2018 at the hour of In chambers o'clock or as soon
12 thereafter as counsel may be heard.

13 Dated: November 1, 2018

Respectfully submitted,

14
15 By: 
16 David Liebrader
17 Attorney for Plaintiffs
18
19
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26



1 AANS

2 HAROLD P. GEWERTER, ESQ.

3 Nevada Bar No. 499

4 HAROLD P. GEWERTER, ESQ., LTD.

5 1212 S. Casino Center Blvd.

6 Las Vegas, Nevada 89104

7 Tel: (702) 382-1714

8 Fax: (702) 382-1759

9 Email: harold@gewerterlaw.com

10 Attorneys for Defendants

11 *Ronald J. Robinson; Vernon*

12 *Rodriguez; Virtual Communications*

13 *Corp.; Wintech, LLC; and Alisa Davis*

14 **DISTRICT COURT**

15 **CLARK COUNTY NEVADA**

16 ANTHONY WHITE; ROBIN
17 SUNTHEIMER; TROY SUNTHEIMER,
18 STEPHENS GHESQUIERE; JACKIE
19 STONE; GAYLE CHANY; KENDALL
20 SMITH; GABRIELE LAVERMICOCCA;
21 AND ROBERT KAISER,

22 Plaintiffs,

23 v.

24 RONALD J. ROBINSON; VERNON
25 RODRIGUEZ; VIRTUAL
26 COMMUNICATIONS CORPORATION;
27 WINTECH, LLC; ALISA DAVIS; JULIE
28 MINUSKIN; JOSH STOLL; RETIRE
HAPPY, LLC; DOES 1-10; AND ROES 1-
10, inclusively,

Defendants.

Case No.: A-17-763003-C

Dept.: XXIV

**AMENDED ANSWER TO FIRST
AMENDED COMPLAINT**

COME NOW Defendants, Ronald J. Robinson, Vernon Rodriguez, Virtual
Communications Corporation, Wintech, LLC, and Alisa Davis (hereinafter "Defendants"), by and

1 through their attorney of record, HAROLD P. GEWERTER, ESQ., of the law firm of HAROLD
2 P. GEWERTER, ESQ., LTD., and hereby files their Amended Answer to Plaintiffs' First
3 Amended Complaint.

4 **INTRODUCTION**

5 **THE PARTIES**

6
7 1. In answering paragraph 1 of the First Amended Complaint on file herein,
8 Defendants are without specific knowledge or information sufficient to enable them to admit or
9 deny the allegations in said paragraph, and on that basis DENY each and every remaining
10 allegation contained therein.

11
12 2. In answering paragraph 2 of the First Amended Complaint on file herein,
13 Defendants are without specific knowledge or information sufficient to enable them to admit or
14 deny the allegations in said paragraph, and on that basis DENY each and every remaining
15 allegation contained therein.

16
17 3. In answering paragraph 3 of the First Amended Complaint on file herein,
18 Defendants are without specific knowledge or information sufficient to enable them to admit or
19 deny the allegations in said paragraph, and on that basis DENY each and every remaining
20 allegation contained therein.

21
22 4. In answering paragraph 4 of the First Amended Complaint on file herein,
23 Defendants are without specific knowledge or information sufficient to enable them to admit or
24 deny the allegations in said paragraph, and on that basis DENY each and every remaining
25 allegation contained therein.

26
27 5. In answering paragraph 5 of the First Amended Complaint on file herein,
28 Defendants are without specific knowledge or information sufficient to enable them to admit or

1 deny the allegations in said paragraph, and on that basis DENY each and every remaining
2 allegation contained therein.

3 6. In answering paragraph 6 of the First Amended Complaint on file herein,
4 Defendants are without specific knowledge or information sufficient to enable them to admit or
5 deny the allegations in said paragraph, and on that basis DENY each and every remaining
6 allegation contained therein.
7

8 7. In answering paragraph 7 of the First Amended Complaint on file herein,
9 Defendants are without specific knowledge or information sufficient to enable them to admit or
10 deny the allegations in said paragraph, and on that basis DENY each and every remaining
11 allegation contained therein.
12

13 8. In answering paragraph 8 of the First Amended Complaint on file herein,
14 Defendants are without specific knowledge or information sufficient to enable them to admit or
15 deny the allegations in said paragraph, and on that basis DENY each and every remaining
16 allegation contained therein.
17

18 9. In answering paragraph 9 of the First Amended Complaint on file herein,
19 Defendants are without specific knowledge or information sufficient to enable them to admit or
20 deny the allegations in said paragraph, and on that basis DENY each and every remaining
21 allegation contained therein.
22

23 10. In answering paragraph 10 of the First Amended Complaint on file herein,
24 Defendants ADMIT the allegations contained therein.

25 11. In answering paragraph 11 of the First Amended Complaint on file herein,
26 Defendants ADMIT the allegations contained therein.
27
28

1 12. In answering paragraph 12 of the First Amended Complaint on file herein,
2 Defendants ADMIT that Defendant Robinson was a resident of Nevada but DENY all other
3 allegations contained therein.

4 13. In answering paragraph 13 of the First Amended Complaint on file herein,
5 Defendants ADMIT that Defendant Rodriguez was a resident of Nevada but DENY all other
6 allegations contained therein.

7 14. In answering paragraph 14 of the First Amended Complaint on file herein,
8 Defendants ADMIT the allegations contained therein.

9 15. In answering paragraph 15 of the First Amended Complaint on file herein,
10 Defendants ADMIT the allegations contained therein.

11 16. In answering paragraph 16 of the First Amended Complaint on file herein,
12 Defendants ADMIT the allegations contained therein.

13 17. In answering paragraph 17 of the First Amended Complaint on file herein,
14 Defendants ADMIT the allegations contained therein.

15 18. In answering paragraph 18 of the First Amended Complaint on file herein,
16 Defendants are without specific knowledge or information sufficient to enable them to admit or
17 deny the allegations in said paragraph, and on that basis DENY each and every remaining
18 allegation contained therein.

19 19. In answering paragraph 19 of the First Amended Complaint on file herein,
20 Defendants are without specific knowledge or information sufficient to enable them to admit or
21 deny the allegations in said paragraph, and on that basis DENY each and every remaining
22 allegation contained therein.

1 20. In answering paragraph 20 of the First Amended Complaint on file herein,
2 Defendants ADMIT that Defendants VCC and Wintech have filed for bankruptcy protection but
3 DENY that the automatic stay applies to only those Defendants.

4 **FACTUAL BACKGROUND GIVING RISE TO THIS CLAIM**

5 21. In answering paragraph 21 of the First Amended Complaint on file herein,
6 Defendants DENY the allegations contained therein.

7 22. In answering paragraph 22 of the First Amended Complaint on file herein,
8 Defendants DENY the allegations contained therein.

9 23. In answering paragraph 23 of the First Amended Complaint on file herein,
10 Defendants DENY the allegations contained therein.

11 24. In answering paragraph 24 of the First Amended Complaint on file herein,
12 Defendants DENY the allegations contained therein.

13 25. In answering paragraph 25 of the First Amended Complaint on file herein,
14 Defendants DENY the allegations contained therein.

15 26. In answering paragraph 26 of the First Amended Complaint on file herein,
16 Defendants DENY the allegations contained therein.

17 27. In answering paragraph 27 of the First Amended Complaint on file herein,
18 Defendants are without specific knowledge or information sufficient to enable them to admit or
19 deny the allegations in said paragraph, and on that basis DENY each and every remaining
20 allegation contained therein.

21 28. In answering paragraph 28 of the First Amended Complaint on file herein,
22 Defendants DENY the allegations contained therein.

1 29. In answering paragraph 29 of the First Amended Complaint on file herein,
2 Defendants DENY the allegations contained therein.

3 30. In answering paragraph 30 of the First Amended Complaint on file herein,
4 Defendants DENY the allegations contained therein.

5 31. In answering paragraph 31 of the First Amended Complaint on file herein,
6 Defendants DENY the allegations contained therein.

7 32. In answering paragraph 32 of the First Amended Complaint on file herein,
8 Defendants are without specific knowledge or information sufficient to enable them to admit or
9 deny the allegations in said paragraph, and on that basis DENY each and every remaining
10 allegation contained therein.

11 33. In answering paragraph 33 of the First Amended Complaint on file herein,
12 Defendants DENY the allegations contained therein.

13 34. In answering paragraph 34 of the First Amended Complaint on file herein,
14 Defendants DENY the allegations contained therein.

15 35. In answering paragraph 35 of the First Amended Complaint on file herein,
16 Defendants DENY the allegations contained therein.

17 36. In answering paragraph 36 of the First Amended Complaint on file herein,
18 Defendants DENY the allegations contained therein.

19 37. In answering paragraph 37 of the First Amended Complaint on file herein,
20 Defendants DENY the allegations contained therein.

21 38. In answering paragraph 38 of the First Amended Complaint on file herein,
22 Defendants are without specific knowledge or information sufficient to enable them to admit or
23 deny the allegations in said paragraph, and on that basis DENY each and every remaining
24 allegation contained therein.

1 deny the allegations in said paragraph, and on that basis DENY each and every remaining
2 allegation contained therein.

3 39. In answering paragraph 39 of the First Amended Complaint on file herein,
4 Defendants DENY the allegations contained therein.

5 40. In answering paragraph 40 of the First Amended Complaint on file herein,
6 Defendants DENY the allegations contained therein.

7 41. In answering paragraph 41 of the First Amended Complaint on file herein,
8 Defendants DENY the allegations contained therein.

9 42. In answering paragraph 42 of the First Amended Complaint on file herein,
10 Defendants DENY the allegations contained therein.

11 43. In answering paragraph 43 of the First Amended Complaint on file herein,
12 Defendants DENY the allegations contained therein.

13 44. In answering paragraph 44 of the First Amended Complaint on file herein,
14 Defendants DENY the allegations contained therein.

15 45. In answering paragraph 45 of the First Amended Complaint on file herein,
16 Defendants are without specific knowledge or information sufficient to enable them to admit or
17 deny the allegations in said paragraph, and on that basis DENY each and every remaining
18 allegation contained therein.

19 46. In answering paragraph 46 of the First Amended Complaint on file herein,
20 Defendants DENY the allegations contained therein.

21 47. In answering paragraph 47 of the First Amended Complaint on file herein,
22 Defendants DENY the allegations contained therein.

1 48. In answering paragraph 48 of the First Amended Complaint on file herein,
2 Defendants DENY the allegations contained therein.

3 49. In answering paragraph 49 of the First Amended Complaint on file herein,
4 Defendants DENY the allegations contained therein.

5 50. In answering paragraph 50 of the First Amended Complaint on file herein,
6 Defendants DENY the allegations contained therein.

7 51. In answering paragraph 51 of the First Amended Complaint on file herein,
8 Defendants are without specific knowledge or information sufficient to enable them to admit or
9 deny the allegations in said paragraph, and on that basis DENY each and every remaining
10 allegation contained therein.
11

12 **LEGAL BASIS UPON WHICH RELIEF SHOULD BE GRANTED**

13 **COUNT ONE – MISREPRESENTATIONS AND OMISSIONS**

14 52. In answering paragraph 52 of the First Amended Complaint on file herein,
15 Defendants DENY the allegations contained therein.
16

17 53. In answering paragraph 53 of the First Amended Complaint on file herein,
18 Defendants DENY the allegations contained therein.
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20 54. In answering paragraph 54 of the First Amended Complaint on file herein,
21 Defendants DENY the allegations contained therein.

22 55. In answering paragraph 55 of the First Amended Complaint on file herein,
23 Defendants are without specific knowledge or information sufficient to enable them to admit or
24 deny the allegations in said paragraph, and on that basis DENY each and every remaining
25 allegation contained therein.
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1 56. In answering paragraph 56 of the First Amended Complaint on file herein,
2 Defendants DENY the allegations contained therein.

3 57. In answering paragraph 57 of the First Amended Complaint on file herein,
4 Defendants DENY the allegations contained therein.

5 **COUNT TWO – VIOLATION OF NEVADA UNIFORM SECURITIES ACT**

6 **§§ NRS 90.310, 90.460, and 90.660**

7
8 58. In answering paragraph 58 of the First Amended Complaint on file herein,
9 Defendants DENY the allegations contained therein.

10 59. In answering paragraph 59 of the First Amended Complaint on file herein,
11 Defendants DENY the allegations contained therein.

12 60. In answering paragraph 60 of the First Amended Complaint on file herein,
13 Defendants DENY the allegations contained therein.

14 61. In answering paragraph 61 of the First Amended Complaint on file herein,
15 Defendants DENY the allegations contained therein.

16 62. In answering paragraph 62 of the First Amended Complaint on file herein,
17 Defendants DENY the allegations contained therein.

18 63. In answering paragraph 63 of the First Amended Complaint on file herein,
19 Defendants DENY the allegations contained therein.

20 64. In answering paragraph 64 of the First Amended Complaint on file herein,
21 Defendants DENY the allegations contained therein.

22 65. In answering paragraph 65 of the First Amended Complaint on file herein,
23 Defendants DENY the allegations contained therein.

1 66. In answering paragraph 66 of the First Amended Complaint on file herein,
2 Defendants DENY the allegations contained therein.

3 **COUNT THREE – VIOLATION OF NEVADA UNIFORM SECURITIES ACT**

4 **§§ NRS 90.570 AND 90.660**

5 67. In answering paragraph 67 of the First Amended Complaint on file herein,
6 Defendants DENY the allegations contained therein.

7 68. In answering paragraph 68 of the First Amended Complaint on file herein,
8 Defendants DENY the allegations contained therein.

9 69. In answering paragraph 69 of the First Amended Complaint on file herein,
10 Defendants DENY the allegations contained therein.

11 70. In answering paragraph 70 of the First Amended Complaint on file herein,
12 Defendants DENY the allegations contained therein.

13 71. In answering paragraph 71 of the First Amended Complaint on file herein,
14 Defendants DENY the allegations contained therein.

15 72. In answering paragraph 72 of the First Amended Complaint on file herein,
16 Defendants DENY the allegations contained therein.

17 73. In answering paragraph 73 of the First Amended Complaint on file herein,
18 Defendants DENY the allegations contained therein.

19 **COUNT FOUR – BREACH OF WRITTEN CONTRACT**

20 74. In answering paragraph 74 of the First Amended Complaint on file herein,
21 Defendants DENY the allegations contained therein.

22 75. In answering paragraph 75 of the First Amended Complaint on file herein,
23 Defendants DENY the allegations contained therein.

1 76. In answering paragraph 76 of the First Amended Complaint on file herein,
2 Defendants DENY the allegations contained therein.

3 77. In answering paragraph 77 of the First Amended Complaint on file herein,
4 Defendants DENY the allegations contained therein.

5 78. In answering paragraph 78 of the First Amended Complaint on file herein,
6 Defendants DENY the allegations contained therein.

7 79. In answering paragraph 79 of the First Amended Complaint on file herein,
8 Defendants DENY the allegations contained therein.

9 80. In answering paragraph 80 of the First Amended Complaint on file herein,
10 Defendants DENY the allegations contained therein.

11
12
13 **AFFIRMATIVE DEFENSES**

14 **FIRST AFFIRMATIVE DEFENSE**

15 Plaintiff's Complaint on file herein fails to state a claim against these answering
16 Defendants upon which relief can be granted.

17 **SECOND AFFIRMATIVE DEFENSE**

18 That it has been necessary for the Defendants to retain the services of an attorney to defend
19 this action and Defendants are entitled to an award of reasonable attorney's fees and costs incurred
20 herein.
21

22 **THIRD AFFIRMATIVE DEFENSE**

23 Pursuant to NRCP Rule 11, all possible affirmative defenses may not have been alleged
24 herein insofar as sufficient facts are not available after reasonable inquiry upon the filing of the
25 Plaintiff's Complaint, and therefore, these answering Defendants reserve the right to amend this
26 Answer to add additional affirmative defenses as additional facts are discovered.
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FOURTH AFFIRMATIVE DEFENSE

The alleged investments referenced in the Complaint do not constitute a security under law.

WHEREFORE, Defendants respectfully pray for judgment against Plaintiffs and for relief as follows:

- (1) That Plaintiffs take nothing by virtue of their Complaint;
- (2) That judgment be entered in favor of Defendants on all of Plaintiffs' causes of action;
- (3) That Defendants be awarded their attorneys' fees and costs of suit for having to defend against Plaintiffs' claims; and
- (4) For all other relief to which Defendants are entitled.

DATED this 9th day of November, 2018.

HAROLD P. GEWERTER, ESQ., LTD.

/s/: Harold P. Gewerter

HAROLD P. GEWERTER, ESQ.

Nevada Bar No. 499

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Attorneys for Defendants

Ronald J. Robinson; Vernon

Rodriguez; Virtual Communications

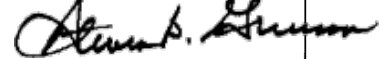
Corp.; Wintech, LLC; and Alisa Davis

CERTIFICATE OF SERVICE

I hereby certify that on this 9th day of November, 2018, a true and correct copy of Defendants' **AMENDED ANSWER TO FIRST AMENDED COMPLAINT** was electronically served through the Court's electronic filing system upon the following:

David Liebrader, Esq.
THE LAW OFFICES OF DAVID LIEBRADER, APC
601 S. Rancho Drive, Suite D-29
Las Vegas, Nevada 89106
Attorney for Plaintiffs

AN EMPLOYEE OF HAROLD P. GEWERTER, ESQ., LTD.



1 OMSJ

2 HAROLD P. GEWERTER, ESQ.
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8 Attorney for Defendants,

9 *Ronald J. Robinson, Vern Rodriguez,*

10 *Wintech, LLC and Alisa Davis*

11 DISTRICT COURT

12 CLARK COUNTY, NEVADA

13 ***

14 IN THE MATTER BETWEEN,

15 Steven A. Hotchkiss,

16 PLAINTIFF,

17 vs.

18 RONALD J. ROBINSON, VERN
19 RODRIGUEZ, VIRTUAL
20 COMMUNICATIONS CORPORATION,
21 WINTECH, LLC, RETIRE HAPPY,
22 LLC, JOSH STOLL, FRANK YODER,
23 ALISA DAVIS, and DOES 1-10 and
24 ROES 1-10, inclusive,

25 Defendants.

26 CASE NO.: A-17-762264-C

27 DEPT NO.: VIII

28 DATE: December 3, 2018

TIME: (chambers)

29 **DEFENDANTS RONALD J. ROBINSON, VERN RODRIGUEZ, WINTECH, LLC AND**
30 **ALISA DAVIS' OPPOSITION TO MOTION FOR**
31 **SUMMARY ADJUDICATION OF ISSUES**

32 Defendants Ronald J. Robinson, Vern Rodriguez, Wintech, LLC, and Alisa Davis, by and
33 through their counsel, Harold P. Gewerter, Esq., of the law firm of Harold P. Gewerter, Esq., Ltd.
34 hereby file their Opposition to Plaintiff Hotchkiss' Motion for Summary Adjudication of Issues.

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This Opposition is made and based upon the points and authorities, exhibits and declarations attached hereto or filed in this case, the pleadings and papers on file herein, and any oral argument this Honorable Court may permit.

DATED this 16th day of November, 2018.

HAROLD P. GEWERTER, ESQ., LTD.

/s/: Harold P. Gewerter
HAROLD P. GEWERTER, ESQ.
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Attorneys for Defendants
*Ronald J. Robinson, Virtual Communications
Corporation and Alisa Davis*

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I.**

3 **INTRODUCTION**

4 Defendants Ronald J. Robinson, Vern Rodriguez, Wintech, LLC, and Alisa Davis
5 (collectively “Defendants”) oppose Plaintiff Steven Hotchkiss’ (“Hotchkiss”) Motion for
6 Summary Adjudication of Issues (“Motion”). Hotchkiss’ Motion is rife with uncertainties,
7 unresolved questions of fact, and inadmissible evidence. In short, Hotchkiss fails to meet the
8 criteria entitling her to summary adjudication.

9 **II.**

10 **SUMMARY OF FACTS AND PROCEDURAL HISTORY**

11 As the Court is undoubtedly familiar with the facts of the above-entitled action, in
12 deference to the Court’s time, Defendants will recount only those facts relevant to the instant
13 Opposition.

14 In 2014, Provident Trust Group, LLC (“Provident Trust”) (a self-directed IRA for the
15 benefit of Steven Hotchkiss) transferred \$75,000.00, to Virtual Communications Corporation
16 (“VCC”), **see Exhibit “1”**, attached hereto. In exchange for these funds, VCC issued a
17 promissory note to Provident Trust stating VCC would remit payments to Provident Trust and
18 the balance of the note would be paid in October 2015. Business did not transpire as expected
19 such that VCC was unable to remit the remaining portion of the funds to Provident Trust. Virtual
20 Communications Corporation (“VCC”) is now in a Chapter 11 bankruptcy proceeding.

21 It was understood between VCC and Provident Trust that the funds transmitted were to
22 be used to assist in VCC’s cash-flow difficulties and to permit the advancement of a commercial
23 purpose. The note was not offered to a broad section of the public, but was merely offered to
24 limited selected individuals.

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III.

LEGAL ARGUMENT

A. Summary adjudication is improper as there are too many unresolved questions of fact.

“Summary judgment is appropriate only when the moving party is entitled to judgment as a matter of law, and no genuine issue remains for trial.” *Shepard v. Harrison*, 100 Nev. 178, 678 P.2d 670 (1984). The burden of proving the absence of triable facts is upon the moving party. *See Butler v. Bogdanovich*, 101 Nev. 449, 705 P.2d 662 (1985).

B. The VCC Note was not a security.

Nevada Revised Statute 90.295 defines a “security” as simply “a note.” See NRS 90.295. However a literal, plain meaning interpretation that every “note” is a “security” would lead to the absurd result of all notes issued in Nevada being considered securities. *See State v. Friend*, 118 Nev. 115, 120-21 (2002). Thus, a two-tiered analysis has been adopted to determine when a note is a security. *See id.* at 121. The *Friend* analysis starts with the presumption that every note is a security which assumption may be rebutted under either step of the two-tiered analysis. *See id.*

Under the first step, the note in question is compared to notes that are NOT considered securities. *See id.* These include notes delivered in consumer financing, secured by a home mortgage, a “character” loan to a bank customer, open-account debt incurred in ordinary course of business, commercial bank loans for current operations, short term notes secured by a lien on a small business, or short-term notes secured by an assignment of accounts receivable. *See id.*

If a note fails to specifically match one of the above listed notes, the second step is applied, comparing the note at issue under four factors:

1. the motivations prompting a reasonable seller and buyer to enter into the transaction;
2. whether the instruments are used in common trading for speculation or investment;
3. the expectations of a reasonable investing public; and
4. whether another regulator scheme significantly reduces the risk of the instrument.

1 *See id.* at 122.

2 In applying the first factor, “If the seller’s purpose is to raise money for the general use
3 of a business enterprise or to finance substantial investments and the buyer is primarily interested
4 in the profit the note is expected to generate, the instrument is likely to be a ‘security.’” *Reves v.*
5 *Ernst & Young*, 494 U.S. 56, 66 (1990). Importantly, however, “if the note is exchanged to
6 facilitate the purchase and sale of a minor asset or consumer good, to correct for the seller’s cash-
7 flow difficulties, or to advance some other commercial or consumer purpose . . . the note is less
8 sensibly described as a ‘security.’” *Id.*

9 The second factor involves the distribution of the note: “whether it is an instrument in
10 which there is common trading for speculation or investment,” where “common trading” occurs
11 “when the instrument is ‘offered and sold to a broad segment of the public.’” *Friend*, 118 Nev.
12 at 122-23 (citing *Reves*, 494 U.S. at 68). In *Friend*, the note was sold following an advertisement
13 in the local newspaper, distributed throughout Southern Nevada. Thus it was concluded that the
14 “investment opportunity was offered to a broad segment of the public and that the plan of
15 distribution involved common trading.” *Friend*, 118 Nev. 123.

16 The third step analyzes whether the notes were reasonably viewed by purchasers as
17 investments. *See id.* Of importance is whether the seller calls the notes “investments” and if so,
18 whether it is reasonable for a prospective purchase to believe them. *See id.* In *Friend*, it was clear
19 the investors invested to make a profit on a high interest rate of return: twenty-one percent or
20 more. *See id.* Based on this, the Court determined the transactions appeared to involve securities.
21 *See id.*

22 The final step examines “adequacy of other regulatory schemes in reducing the risk to the
23 lender.” *Id.* The Court determined there is a need for securities law in Nevada, and that federal
24 securities acts were promulgated “to eliminate serious abuses in a largely unregulated securities
25 market.” *See id.* at 123-24, quoting *Reves*, 494 U.S. at 60.

26 Here, there are simply too many unresolved questions of fact to meet any of the foregoing
27 tests. The second step of the two tier test is fact intensive. The factors present require knowledge
28 that is in dispute between the parties. VCC asserts the note was offered not to raise money for

1 the general use of the business, but to correct cash-flow difficulties and advance a commercial
2 purpose to. As to Provident Trust's expectations, Defendants would not presume to understand
3 or know its intentions or end goals. VCC further did not offer the note to a broad section of the
4 public, but a select few.

5 Hotchkiss' desperate quest to obtain a summary determination in a matter in which he is
6 lacks standing falls flat on its face. Hotchkiss fails to attach supporting documentation, and relies
7 upon assumptions of intent and conclusory statements of "facts." Hotchkiss' arguments are both
8 improper and premature. The analysis of the promissory note as a security is a matter better left
9 for trial, following the presentation of facts currently in dispute.

10 **B. The VCC Note was not a security thus it was exempt from registration.**

11 Hotchkiss' contention that the note required registration follows on the heels of
12 Hotchkiss' improper analysis reliant on Hotchkiss' whimsy and conjecture. There is no
13 requirement that promissory notes be registered. As the interpretation of the promissory note as
14 a security is not yet ripe for determination, there can be no assumption that the note be registered.
15 This matter is not ripe for summary adjudication.

16 **C. Licensing of broker dealers is irrelevant as the VCC Note was not a security.**

17 Broker-dealers are persons engaged "in the business of effecting transactions in securities
18 ..." NRS 90.220. Hotchkiss' assertion that VCC's sales agents were unlicensed as broker-dealers
19 is irrelevant at this point. The relevance of this issue will hinge upon the determination of the
20 promissory note as a security. Absent this determination, the licensure of VCC's agents is of no
21 significance.

22 **D. Ronald Robinson status as a control person is irrelevant.**

23 The liability of a control person is imposed pursuant to NRS 90.660, the civil liability
24 section of the Nevada Securities Act. As evidenced by the foregoing, as the classification of the
25 note as a security is in dispute, Ronald Robinson's status as a control person is improper to
26 determine at this point.

1 **E. Hotchkiss' Motion is moot as no liability can be imposed in this matter.**

2 Defendants reassert, as outlined in Defendants' Opposition and Countermotion for
3 Judgment on the Pleadings to Dismiss for Failure to Name an Indispensable Party: no liability
4 can be imposed against any party in this case as a matter of law based upon Hotchkiss' lack of
5 standing to bring the above-entitled action.

6 **IV.**

7 **CONCLUSION**

8 Based upon the foregoing, Defendants respectfully request that Hotchkiss' Motion for
9 Summary Adjudication of Issues be denied in its entirety.

10 DATED this 16th day of November, 2018.

11 Respectfully submitted,

12 HAROLD P. GEWERTER, ESQ., LTD.

13 /s/: Harold P. Gewerter, Esq.
14 HAROLD P. GEWERTER, ESQ.
15 Nevada Bar No. 499
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21 Attorneys for Defendants, *Ronald J. Robinson,*
22 *Wintech, LLC and Alisa Davis*

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David Liebrader, Esq.
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Attorney for Plaintiff,
Steven Hotchkiss

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