

IN THE COURT OF APPEALS OF THE STATE OF NEVADA

* * * *

LARISA MEREORA, an individual;
THOMAS MULKINS, an individual;
NINA GROZAV, an individual, ION
NEAGU, an individual; ALISA
NEAUGU, an individual; MARIA
REYNOLDS, an individual, NNG LLC,
a Nevada Limited Liability Company dba
UNIVERSAL MOTORCARS;
UNIVERSAL MOTORCAR LLC, a
Nevada limited liability company dba
UNIVERSAL MOTORCARS; DOES I
through X and ROE BUSINESS
ENTITIES through X, inclusive,

Petitioners,

vs.

EIGHTH JUDICIAL DISTRICT COURT
OF THE STATE OF NEVADA, CLARK
COUNTY, AND THE HONORABLE
NADIA KRALL,

Respondents,

And

SLC LLC, a Nevada limited liability
company,
Named Plaintiff in Lower Court Action,

CASE NO.: Electronically Filed
Jul 05 2022 02:51 p.m.
District Court Case No. A-21-835625-0
Elizabeth A. Brown
Clerk of Supreme Court

Petition for Writ of Mandamus or Prohibition

From the Eighth Judicial District Court, Family Division, Clark County
Honorable Nadia Krall, District Court Judge

APPENDIX

VOL. 2

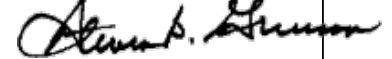
Bradley Hofland, Esq. (Bar #6343)
HOFLAND & TOMSHECK
228 South 4th Street, 1st Floor
Las Vegas, Nevada 89101
702-895-6760

ATTORNEYS FOR PETITIONERS

CHRONOLOGICAL INDEX OF APPENDIX

Description	Date Filed	Vol.	Page No.	Bate No.
Appendix of Exhibits in Support of Defendant's Opposition to Plaintiff/Counter-Defendant SLC LLC's Rule 12(B)(5) Motion to Dismiss Counterclaim and Countermotion for Attorney's Fees and Costs and Related Relief	1/21/22	2	004-154	ROA000249-ROA000399
Plaintiff/Counter-Defendant SLC LLC's Demand for Jury Trial	2/01/22	2	155-157	ROA000401-ROA000402
Plaintiff/Counter-Defendant SLC LLC's Reply in Support of Rule 12(B)(5) Motion to Dismiss Counterclaim	2/04/22	2	158-166	ROA000403-ROA000411
Plaintiff/Counter-Defendant SLC LLC's Opposition to Defendants/ Counter-Claimant's Countermotion for Attorney's Fees and Costs and Related Relief Under NRCF Rule 11 and NRS 7.085; and Request for Award of Reasonable Expenses, Including Attorney's Fees	2/04/22	2	167-176	ROA000412-ROA000421
Declaration of Robert A. Rabbat in Support of Plaintiff/Counter-Defendant SLC LLC's Opposition to Defendants/Counter-Claimant's Countermotion for Attorney's Fees and Costs and Related Relief Under	2/04/22	2	177-181	ROA000422-ROA000426

NRCP Rule 11 and NRS 7.085; and Request for Award of Reasonable Expenses, Including Attorney's Fees				
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HOFLAND & TOMSHECK

Bradley J. Hofland, Esq.
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Las Vegas, Nevada 89101
Telephones: (702) 895-6760
Facsimile: (702) 731-6910
Attorneys for Defendants

**DISTRICT COURT
CLARK COUNTY, NEVADA**

SLC LLC, a Nevada limited liability company,	)	CASE NO.: A-21-835625-C
	)	DEPT NO.: 4
	)	ORAL ARGUMENT REQUESTED
Plaintiff,)	
)	
vs.	)	APPENDIX OF EXHIBITS IN SUPPORT OF DEFENDANT'S OPPOSITION TO PLAINTIFF/COUNTER- DEFENDANT SLC LLC'S RULE 12(B)(5) MOTION TO DISMISS COUNTERCLAIM AND COUNTERMOTION FOR ATTORNEY'S FEES AND COSTS AND RELATED RELIEF.
LARISA MEREORA, an individual;)	
THOMAS MULKINS, an individual;)	
NINA GROZAV, an individual, ION)	
NEAGU, an individual; MARIA)	
REYNOLDS, an individual, NNG LLC,)	
a Nevada Limited Liability Company dba)	
UNIVERSAL MOTORCARS;)	
UNIVERSAL MOTORCAR LLC, a)	
Nevada limited liability company dba	)	Date of Hearing: March 3, 2022
UNIVERSAL MOTORCARS; DOES I	)	Time of Hearing: 9:00 a.m.
through X and ROE BUSINESS)	
ENTITIES through X, inclusive,)	
Defendants.)	

COMES NOW, the above-named Defendants, by and through their attorney, Bradley J. Hofland, Esq., with HOFLAND & TOMSHECK, and hereby submits Appendix Of Exhibits In Support Of Defendant's Opposition To Plaintiff/Counter-

Defendant SLC LLC's Rule 12(B)(5) Motion To Dismiss Counterclaim And
Counter-motion For Attorney's Fees And Costs And Related Relief.

Exhibit	Description	Bate Stamp No.
A	Stipulation and Order for Dismissal of Action filed in Case No. A-19-805955-C on May 21, 2021	DEF000001- DEF000012
B	Executed Stipulation for Settlement regarding Case No.'s D-18-575686-L, A-19-805955-C, and A-19-801513-P dated April 26, 2021	DEF000013- DEF000016
C	Defendant, Hamid Sheikhai's Response to Plaintiff's First Set of Interrogatories served on July 30, 2020 in Case No. A-19-805955-C	DEF000017- DEF000030
D	Defendant SLC LLC's Responses to Plaintiff's First Set of Interrogatories served on July 30, 2020 in Case No. A-19-805955-C (Page 9, Response to Interrogatory No. 24)	DEF000031- DEF000045
E	Defendant, Hamid Sheikhai's Response to Plaintiff's First Request for Admissions served July 30, 2020 in Case No. A-19-805955-C (Page 2, Response to Admission No. 2)	DEF000046- DEF000057
F	Defendant SLC LLC's Amended Responses to Plaintiff's First Request for Admissions served on July 28, 2020 in Case No. A-19-805955-C (Page 2, Response to Admission No. 4)	DEF000058- DEF000067
G	Defendant SLC LLC's Amended Responses to Plaintiff's First Request for Admissions served on July 28, 2020 in Case No. A-19-805955-C (Page 9, Response to Admission No. 39)	DEF000068- DEF000077
H	Defendant SLC LLC's Responses to Plaintiff's First Set of Interrogatories served on July 30, 2020 in Case No. A-19-805955-C (Page 10, Response to Interrogatory No. 28)	DEF000078- DEF000092
I	Complaint for Damages and Demand for Jury Trial; Defendant Hamid Sheikhai's Answer, Counterclaim, and Cross Claims, and Demand for Jury Trial filed on October 22, 2020 in Case No. A-19-805955-C	DEF000093- DEF000116
J	Defendant SLC LLC's Amended Responses to Plaintiff's First Request for Admissions served on July 28, 2020 in Case No. A-19-805955-C (Page 2, Response to Admission No. 5 & 6)	DEF000117- DEF000126

1 2 3	K	Defendant SLC LLC's Amended Responses to Plaintiff's First Request for Admissions served on July 28, 2020 in Case No. A-19-805955-C (Page 2, Response to Admission No. 3)	DEF000127- DEF000136
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4 Dated this 21st day of January, 2022.

6 HOF LAND & TOMSHECK

7 By: /s/ Bradley J. Hofland

8 Bradley J. Hofland, Esq.

9 Nevada Bar Number: 006343

10 228 S. 4th Street, 1st Floor

11 Las Vegas, Nevada, 89101

12 Telephone: (702) 895-6760

13 Facsimile: (702) 731-6910

14 *Attorneys for Defendants*

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of HOFLAND & TOMSHECK, that pursuant to Administrative Order 14-2, NEFCR 9, and NRCP 5(b), on the 21st day of January, 2022, I served the forgoing **APPENDIX OF EXHIBITS IN SUPPORT DEFENDANT’S OPPOSITION TO PLAINTIFF/COUNTER-DEFENDANT SLC LLC’S RULE 12(B)(5) MOTION TO DISMISS COUNTERCLAIM AND COUNTERMOTION FOR ATTORNEY’S FEES AND COSTS AND RELATED RELIEF** on the following parties by E-Service through the Odyssey filing system and/or U.S. Mail addressed as follows:

ENENSTEIN PHAM & GLASS
Robert A. Rabbat, Esq.
rrabbat@enensteinlaw.com
Attorneys for Plaintiff SLC LLC

BY: /s/ Nikki Warren
An Employee of HOFLAND & TOMSHECK

EXHIBIT “A”

SODW

ROBERT A. RABBAT

Nevada Bar Number 12633

Email: rrabbat@enensteinlaw.com

ENENSTEIN PHAM & GLASS LLP

11920 Southern Highlands Parkway, Suite 103

Las Vegas, Nevada 89141

Telephone: (702) 468-0808

Facsimile: (702) 920-8228

Attorneys for Defendants Hamid Sheikhai,

Zohreh Amiryavari and SLC, LLC and Counter Claimant/

Cross Claimant, Hamid Sheikhai

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

VITIOK LLC, a Nevada Limited Liability
Company,

Plaintiff,
vs.

SLC, LLC a Nevada Limited Liability
Company; HAMID SHEIKHAI, an
individual, ZOHREH AMIRYAVARI, an
individual and DOES I through X and ROE
CORPORATIONS I through X, inclusive,

Defendants.

Case No. A-19-805955-C
DEPT. NO.: XXII

**STIPULATION FOR DISMISSAL OF
ACTION**

HAMID SHEIKHAI, individually,

Counterclaimant,
vs.

VITIOK, LLC, a Nevada Limited Liability
Company; and VICTOR BOTNARI, an
individual,

Counter-Defendants.

STIPULATION FOR DISMISSAL OF ACTION

Case Number: A-19-805955-C

DEF000001
ROA000254

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STIPULATION FOR DISMISSAL OF ACTION

Pursuant to NRCP 41(a)(2), Defendant/Counter-Claimant/Cross-Claimant Hamid Sheikhai, Defendants Zohreh Amiryavari and SLC LLC, Counter-Defendant Victor Botnari, and Plaintiff/Counter-Defendant Vitiok, LLC (collectively, the “Parties”), by and through their counsel of record, hereby stipulate and agree to dismiss this action, including all claims, cross-claims, and counterclaims, with prejudice. Each party will bear her/his/its own attorneys’ fees and costs.


The Parties further stipulate and agree that all orders, including without limitation any preliminary injunction, entered in the above-captioned matter are vacated and will not survive dismissal of the above-captioned matter.

///

1 All trial and hearing dates have previously been vacated pursuant to the Notice of Settlement
2 filed the Parties.

3 Dated this ____ day of May, 2021.

4 **ENENSTEIN PHAM & GLASS LLP**

5
6 
7 By: _____
8 Robert A. Rabbat, Esq.
9 Nevada Bar Number: 12633
10 11920 Southern Highlands Pkwy.,
11 Suite 103
12 Las Vegas, Nevada 89141
13 Telephone: (702) 468-0808
14 Email: rrabbat@enensteinlaw.com

15 *Attorneys for Defendants SLC LLC, Hamid*
16 *Sheikhai, and Zohreh Amiryavari and*
17 *Cross/Counterclaimant Hamid Sheikhai*

18 **HOFLAND & TOMSHEK**

19 By: /s/ Bradley J. Hofland
20 Bradley J. Hofland, Esq.
21 Nevada Bar No. 6343
22 228 S. 4th Street, 1st Floor
23 Las Vegas, NV 89101
24 Telephone: (702) 895-6760

25 **LEVENTHAL & ASSOCIATES**

26 By: /s/ Todd M. Leventhal
27 Todd M. Leventhal, Esq.
28 Nevada Bar No. 008543
626 S. 3rd Street
Las Vegas, NV 89101
Telephone: (702) 472-8686

29 **DOUGLAS CRAWFORD LAW**

30 By: /s/ Douglas Crawford
31 Douglas Crawford, Esq.
32 Nevada Bar No. 181
33 501 S. 7th Street
34 Las Vegas, NV 89101
35 Telephone: (702) 383-0090
36 *Attorneys for Plaintiff/Cross-Defendant*
37 *Vitiok, LLC and Cross-Defendant Victor*
38 *Botnari*

1 **ORDER**

2 Based on the above stipulation and good cause appearing:

3 IT IS ORDERED that the above-captioned matter, including all claims, cross-claims, and
4 counterclaims, is dismissed with prejudice with each party to bear her/his/its own attorneys' fees
5 and costs.

6 IT IS FURTHER ORDERED that all orders entered into the above-captioned matter,
7 including without limitation any preliminary injunction, are hereby vacated and shall not survive
8 dismissal of the above-captioned matter.

9 Dated this 21st day of May, 2021.

Dated this 21st day of May, 2021



DISTRICT COURT JUDGE

12
13 Respectfully submitted by:

**D6A 178 5266 55B7
Susan Johnson
District Court Judge**

14
15 **ENENSTEIN PHAM & GLASS LLP**

16
17 By: 

Robert A. Rabbat, Esq.
Nevada Bar Number: 12633
11920 Southern Highlands Pkwy., Suite 103
Las Vegas, Nevada 89141
Telephone: (702) 468-0808
Email: rrabbat@enensteinlaw.com

21
22 *Attorneys for Defendants SLC LLC, Hamid Sheikhai,*
23 *and Zohreh Amiryavari and Cross/Counterclaimant Hamid Sheikhai*

Michelle Choto

From: Brad Hofland <BradH@hoflandlaw.com>
Sent: Thursday, May 20, 2021 12:13 PM
To: Leventhal and Associates; Debbie Hicks
Cc: Robert Rabbat; Douglas C. Crawford, Esq.; Matt Rosene; Michelle Choto
Subject: RE: A-19-805955-C - SODW - Vitiok, LLC v. SLC, LLC, et al.

You have my approval as well.

Bradley J. Hofland, Esq.
Hofland & Tomsheck
228 S. 4th St. 1st Floor
Las Vegas, NV 89101
Telephone (702) 895-6760
Facsimile (702) 731-6910

Hofland & Tomsheck

ATTORNEYS AND COUNSELORS AT LAW

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In accordance with Internal Revenue Service Circular 230, we advise you that if this e-mail contains any tax advice, such tax advice was not intended or written to be used and it cannot be used, by any taxpayer for the purpose of avoiding penalties that may be imposed on the taxpayer.

From: Leventhal and Associates <leventhalandassociates@gmail.com>
Sent: Thursday, May 20, 2021 12:12 PM
To: Debbie Hicks <debbie@douglascrawfordlaw.com>
Cc: Robert Rabbat <rrabbat@enensteinlaw.com>; Brad Hofland <BradH@hoflandlaw.com>; Douglas C. Crawford, Esq. <doug@douglascrawfordlaw.com>; Matt Rosene <mrosene@enensteinlaw.com>; Michelle Choto <MChoto@enensteinlaw.com>
Subject: Re: A-19-805955-C - SODW - Vitiok, LLC v. SLC, LLC, et al.

Todd has approved to affix his electronic signature.

Thank You,

Erika Lopez Valdez

Assistant to Todd M Leventhal, Esq.
Leventhal and Associates, PLLC

626 S. 3rd Street
Las Vegas, NV 89101

On Thu, May 20, 2021 at 11:55 AM Debbie Hicks <debbie@douglascrawfordlaw.com> wrote:

Mr. Crawford confirms that you can affix his electronic signature.

Thank you,



Debbie Hicks

Office Manager

501 S. 7th Street

Las Vegas, NV 89101

[Douglas Crawford Law](http://DouglasCrawfordLaw.com)

(702) 383-0090



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Thank you

From: Robert Rabbat <rrabbat@enensteinlaw.com>

Sent: Thursday, May 20, 2021 11:46 AM

To: Brad Hofland <BradH@hoflandlaw.com>; Douglas C. Crawford, Esq. <doug@douglascrawfordlaw.com>; Leventhal and Associates <leventhalandassociates@gmail.com>

Cc: Matt Rosene <mrosene@enensteinlaw.com>; Michelle Choto <MChoto@enensteinlaw.com>

Subject: RE: A-19-805955-C - SODW - Vitiok, LLC v. SLC, LLC, et al.

Dear Counsel,

In light of the Court's email below, we prepared the attached revised SAO for dismissal.

Mr. Hofland/Mr. Leventhal, please confirm we can include your signatures per your prior authorization attached to the SAO.

Mr. Crawford, please confirm we can use your signature page from the prior version of the order submitted (also included in the PDF attached here).

Best,

Robert A. Rabbat, Esq.

Enenstein Pham & Glass LLP



From: DC22Inbox <DC22Inbox@clarkcountycourts.us>

Sent: Wednesday, May 19, 2021 4:40 PM

To: Michelle Choto <MChoto@enensteinlaw.com>

Cc: Robert Rabbat <rrabbat@enensteinlaw.com>; bradh@hoflandlaw.com; leventhalandassociates@gmail.com; doug@douglascrawfordlaw.com

Subject: RE: A-19-805955-C - SODW - Vitiok, LLC v. SLC, LLC, et al.

Good afternoon,

The proposed order could not be processed because of the following reasons:

1. Incomplete Caption.

- Please provide a full caption. "AND RELATED CROSS-ACTIONS" is not a full caption.

2. Incorrect file name.

- Please ensure that the file name being submitted matches the title of the document. **Please rename the file name to "Stipulation for Dismissal of Action.pdf"**

Thank you,

Jackson Wong

Law Clerk to the Honorable Susan Johnson

Eighth Judicial District Court – Dept XXII

Clark County – Regional Justice Center

Tel: (702) 671-0551

Fax: (702) 671-0571

From: Michelle Choto [<mailto:MChoto@enensteinlaw.com>]

Sent: Wednesday, May 19, 2021 3:53 PM

To: DC22Inbox

Cc: Robert Rabbat; bradh@hoflandlaw.com; leventhalandassociates@gmail.com; doug@douglascrawfordlaw.com

Subject: A-19-805955-C - SODW - Vitiok, LLC v. SLC, LLC, et al.

[NOTICE: This message originated outside of Eighth Judicial District Court -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Good morning,

Please see attached Stipulation and Order to Dismiss Action pertaining to the above matter.

Thank you,

Michelle Choto

Legal Assistant to

Robert A. Rabbat, Esq.

Daniel R. Gutenplan, Esq.

Jesse K. Bolling, Esq.

Enenstein Pham & Glass



Las Vegas Office

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1 **CSERV**

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5
6 Vitiok LLC, Plaintiff(s)

CASE NO: A-19-805955-C

7 vs.

DEPT. NO. Department 22

8 SLC, LLC, Defendant(s)

9
10 **AUTOMATED CERTIFICATE OF SERVICE**

11 This automated certificate of service was generated by the Eighth Judicial District
12 Court. The foregoing Stipulation and Order for Dismissal With Prejudice was served via the
13 court's electronic eFile system to all recipients registered for e-Service on the above entitled
case as listed below:

14 Service Date: 5/21/2021

15 Robert Rabbat	rrabbat@enensteinlaw.com
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17 Douglas Crawford	doug@douglascrawfordlaw.com
18 Bradley Hofland	Bradh@hoflandlaw.com
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DEF000011
ROA000264

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12	Lisa Feinstein	lfeinstein@enensteinlaw.com
13	Michelle Choto	mchoto@enensteinlaw.com
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EXHIBIT “B”

STIPULATION FOR SETTLEMENT

Victor Botnari, an individual; Vitiok, LLC, a Nevada limited liability company (hereinafter, the "Botnari Parties")

Eighth Judicial District Court
Case Nos.:

D-18-575686-L;
A-19-0805955-C; and
A-19-801513-P
(collectively, the "Pending Lawsuits")

v.

Hamid Sheikhai, an individual; SLC LLC, a Nevada limited liability company; Stone & Stone, LLC, a Nevada limited liability company; Zohreh Amiryavari, an individual (hereinafter, the "Sheikhai Parties")

The above identified parties having come on this date for a voluntary mediation, it is hereby stipulated that the above-identified matters are deemed settled pursuant to the following binding terms and conditions:

1. No Admission of Liability. The parties stipulate that the settlement does not constitute an admission of liability.
2. Initial Settlement Payment. Within fourteen (14) days of execution of a formal settlement agreement setting forth the terms and conditions herein, Hamid Sheikhai shall pay the sum of three hundred thousand dollars (\$300,000.00) to Victor Botnari (the "Initial Settlement Payment"), payable to the attorney-client trust account of Leventhal & Associates.
3. Additional Settlement Consideration. Commencing thirty (30) days after the Initial Settlement Payment, Hamid Sheikhai shall pay to Victor Botnari the sum of twenty-five thousand dollars (\$25,000.00) per month for twenty-four (24) consecutive months (each a "Monthly Settlement Payment"). Within thirty (30) days of the twenty-fourth Monthly Settlement Payment, Hamid Sheikhai shall pay to Victor Botnari the sum of three hundred thousand dollars (\$300,000.00) (the "Balloon Settlement Payment"). All Monthly Settlement Payments and the Balloon Settlement Payment shall be paid to the attorney-client trust account of Leventhal & Associates.
4. Sun Lake Property. The Sheikhai Parties shall sell or refinance the property known as 2964 Sun Lake Drive, Las Vegas, Nevada (the "Sun Lake Property"), within one hundred twenty (120) days of execution of the formal settlement agreement. In the event the Sheikhai Parties fail to sell or refinance the Sun Lake Property

Stipulation for Settlement

as set forth above, the Balloon Settlement Payment shall increase to five hundred thousand dollars (\$500,000.00).

5. Acknowledgments. The parties hereby acknowledge and agree to the following:
 - a. The promissory note executed by Hamid Sheikhai in favor of Victor Botnari dated May 27, 2018, for the sum of \$1,000,000 is of no force and effect;
 - b. The Botnari Parties acknowledge/confirm they have no ownership interest in (1) Stone & Stone LLC, (2) SLC LLC, (3) Zip Zap Auto, (4) Busy Boots Auto, (5) Quantum Mechanics, and (6) Busy Bots Auto.
 - c. The Sheikhai Parties acknowledge/confirm they have no ownership interest in Vitiok, LLC, and Universal Motorcar, LLC, dba Universal Motorcars.
 - d. The Botnari Parties shall be obligated to pay all debts currently in their names;
 - e. The Sheikhai Parties shall be obligated to pay all debts currently in their names;
 - f. The Botnari Parties shall keep all assets titled in their respective names and do not have any joint or affiliated assets with the Sheikhai Parties;
 - g. The Sheikhai Parties shall keep all assets titled in their respective names and do not have any joint or affiliated assets with the Botnari Parties;
 - h. The Decree of Annulment entered in the Ninth Judicial District Court shall remain and stand and shall not be set aside;
 - i. Any and all orders issued in the Pending Lawsuits, including but not limited any preliminary injunction in Case No. A-19-905955-C, are hereby vacated and will not survive the dismissal of the Pending Lawsuits.
 - j. Hamid Sheikhai's Second Offer of Judgment served January 6, 2021, shall be of no force and effect; and
 - k. Hamid Sheikhai represents he owns 100% of SLC LLC, Zip Zap Auto, Busy Boots Auto, Quantum Mechanics, and Busy Bots Auto. Hamid Sheikhai represents that Sean Stone and Lauryn Stone own (by and through a trust) 100% of Stone & Stone, LLC, and Stone & Stone LLC, owns the Sun Lake Property.
6. Intellectual Property. The Botnari Parties shall be enjoined from and shall cease any use of the name "Zip Zap" for any and all purposes, including in connection with any business interests. Any right, title, or interest, in or to the name "Zip Zap" held by the Botnari Parties is hereby assigned to SLC LLC.
7. Further conditions of the settlement are as follows:

Stipulation for Settlement

- a. Confidential Settlement. The parties agree that the terms of this settlement, the negotiations leading to the execution of this settlement, and the terms of this settlement shall be held in confidence and shall not be disclosed, communicated, offered into evidence in any legal proceedings or divulged to any person, other than those who must perform tasks to effectuate this settlement, except for the limited purpose of enforcement issues related to the terms and conditions herein.
 - b. Non-Disparagement. Each of the parties hereto expressly acknowledge, agrees, and covenants that they will not make or cause to be made any statements, comments, publication or communication, that would constitute disparagement of one another or that may be considered to be derogatory or detrimental to the good name or reputation of one another or their respective businesses.
 - c. Attorneys' Fees. Each party shall bear his/her/its/their own costs and attorney's fees.
 - d. Release and Waiver. Except as provided in this Stipulation for Settlement, the Botnari Parties and each of them hereby completely release and waive all claims known or unknown against the Sheikhai Parties and the Sheikhai Parties and each of them hereby completely release and waive all claims known or unknown against the Botnari Parties. The formal settlement agreement shall include a waiver of California Civil Code Section 1542.
 - e. Notice of Settlement. Upon execution of this Stipulation for Settlement, the parties shall jointly inform the Court in all Pending Lawsuits that the parties have reached a settlement and all hearing and other dates shall be vacated.
 - f. Dismissal of Actions. Within (5) days of payment of the Initial Settlement Payment, the parties shall jointly execute and file stipulations for dismissal, with each party to bear its own attorneys' fees and costs, of the Pending Lawsuits.
 - g. Covenant Not to Sue. The Botnari Parties agree not to institute any further legal proceedings to set aside the Decree of Annulment entered in the Ninth Judicial District Court.
8. The parties shall mutually cooperate and prepare a formal settlement agreement consistent with the terms of this Stipulation for Settlement. Within seven (7) days, counsel for the Sheikhai Parties shall deliver to counsel for the Botnari Parties a proposed draft of the formal settlement agreement. The Botnari Parties shall provide any comments within five (5) days of receipt of the proposed draft.
 9. This Stipulation for Settlement is intended to be binding and enforceable and is effective this 26th day of April 2021, and reflects the agreement between the parties to the Pending Lawsuits, and each of them. This Stipulation for Settlement is admissible and subject to disclosure solely for the purpose of establishing in court that an agreement has been reached by the parties for purposes of enforcing and interpreting that agreement.
 10. Venue, Governing Law, and Attorneys' Fees. Any dispute or litigation regarding this Stipulation for Settlement or the formal settlement agreement shall be exclusively filed in the Eighth Judicial District Court of Clark County, Nevada. The Court in *Botnari v. Stone & Stone, et al.*, Eighth Judicial District Court Case

Stipulation for Settlement

No. A-19-801513-P, shall retain jurisdiction to enforce the terms of this Stipulation for Settlement and the formal settlement agreement. In any litigation to enforce the terms of this Stipulation for Settlement or the formal settlement agreement, the prevailing party in such litigation shall be entitled to recover their reasonable attorneys' fees and costs incurred in such litigation.

11. Signatory Authority. Each signatory for SLC LLC, Stone & Stone, LLC, and Vitiok, LLC, represents that they have authority to sign on behalf of their respective entities.

Dated: April 20, 2021

SLC LLC By: <u>/s/ Zohreh Amiryavari</u> Name: Zohreh Amiryavari Title: Manager	Vitiok, LLC By: <u>VICTOR BOTNARI</u> Name: <u>VICTOR BOTNARI</u> Title: <u>MANAGER</u>
Stone & Stone, LLC By: <u>/s/ Sean Stone</u> Name: Sean Stone Title: Manager	<u>[Signature]</u> Victor Botnari, an individual
<u>[Signature]</u> Hamid Sheikhai, an individual	/s/ Zohreh Amiryavari Zohreh Amiryavari, an individual
APPROVED AS TO FORM AND CONTENT: <u>[Signature]</u> <u>Toussaint Ribbet</u> Counsel for the Sheikhai Parties	APPROVED AS TO FORM AND CONTENT: <u>[Signature]</u> <u>TODD LEVENTHAL, Esq.</u> Counsel for the Botnari Parties

EXHIBIT “C”

RSPN

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Attorneys for Defendant/Counterclaimant HAMID SHEIKHAI

DISTRICT COURT

CLARK COUNTY, NEVADA

VITIOK, LLC, a Nevada Limited Liability
Company,
Plaintiff,

vs.

SLC, LLC, a Nevada Limited Liability Company;
HAMID SHEIKHAI, an individual, ZOHREH
AMIRYAVARI, an individual, and DOES I through
X and ROE CORPORATIONS I through X,
inclusive,
Defendant.

CASE NO: A-19-805955-C
DEPT. NO: 22

DATE OF HEARING:
TIME OF HEARING:

**DEFENDANT, HAMID SHEIKHAI'S RESPONSE TO PLAINTIFF'S
FIRST SET OF INTERROGATORIES**

TO: VITIOK, LLC, Plaintiff, and

TO: TODD M. LEVENTHAL, ESQ., Attorney for Plaintiff.

TO: BRADLEY J. HOF LAND, ESQ., Attorney for Plaintiff.

Defendant, Hamid Sheikhai, by and through his attorneys, the WILICK LAW GROUP, hereby
submits his responses to Defendant's Interrogatories as follows:

INTERROGATORY NO. 1:

From June of 2017 through the current, please describe and identify, in detail, each entity,
company, corporation, partnership or organization related to SLC, Zip Zap Auto or an auto repair

business where you were/are either an employee, contractor, entitled to and/or received a financial benefit from, officer, a member, a board of director, or a manager and provide the percentage of ownership, the date of ownership acquisition/sale, the name identify each position held, if any for each.

RESPONSE TO INTERROGATORY NO. 1:

Objection, irrelevant, compound question, vague, ambiguous, overly broad, and lacks foundation. Without waiving said objection, I own 100% of SLC, LLC, Zip Zap Auto, Busy Boots, Busy Bots, and Quantum Mechanics. In 2017 I owned a share of Stone & Stone (38%) but no longer have an ownership interest in Stone & Stone.

Defendant, Hamid Sheikhai, reserves the right to supplement as discovery is ongoing.

INTERROGATORY NO. 2:

Describe and identify, in detail, the name and/or capacity of persons authorized to enter into contracts and or authorized to make payments on your behalf during the period between June 1, 2017 and the present.

RESPONSE TO INTERROGATORY NO. 2:

Objection, vague and ambiguous, lacks foundation. Without waiving said objection, no one. Defendant, Hamid Sheikhai, reserves the right to supplement as discovery is ongoing.

INTERROGATORY NO. 3:

Identify and describe, in detail, all agreements and/or contracts between you and Plaintiff that were negotiated, discussed, finalized, drafted, or executed on/after June 1, 2014, including but not limited to, all written contracts, oral agreements, amendments, and addenda thereto with regards to Zip Zap Auto and or Plaintiff.

RESPONSE TO INTERROGATORY NO. 3:

Objection, vague and ambiguous, lacks foundation. Without waiving said objection, *see* the following 16.2 Disclosures served in case number D-18-575686-L (involving myself and the 100%

owner of Vitiok, LLC, Victor Botnari): *Initial 16.2 Disclosures*, HS000001, HS000884-HS000888, HS001154-HS001159; *Second Supplement Disclosures*, HS001829.

Defendant, Hamid Sheikhai, reserves the right to supplement as discovery is ongoing.

INTERROGATORY NO. 4:

Please identify all Communications between Plaintiff and you concerning or related to the subject matter of this litigation stating for each communication: (a) the name of the person party to the communication; (b) subject of communication along with information disclosed; and (c) the date of the communication.

RESPONSE TO INTERROGATORY NO. 4:

Objection, equally available information, request is vexatious and intended to harass and/or annoy the Defendant, and/or increase litigation costs.

Defendant, Hamid Sheikhai, reserves the right to supplement as discovery is ongoing.

INTERROGATORY NO. 5:

Please identify all Communications between Zohreh or another and you concerning or related to the subject matter of this litigation stating for each communication: (a) the name of the person party to the communication; (b) subject of communication along with information disclosed; and (c) the date of the communication.

RESPONSE TO INTERROGATORY NO. 5:

None. Defendant, Hamid Sheikhai, reserves the right to supplement as discovery is ongoing.

INTERROGATORY NO. 6:

If your response to Request for Admissions No. 3 is anything other than an unqualified “admit” then explain in detail your relationship, with Zip Zap Auto since June of 2018, an appropriate response shall contain a description of what activities and/or duties you have performed for Zip Zap Auto and the dates you performed those activities and/or duties for Zip Zap Auto.

RESPONSE TO INTERROGATORY NO. 6:

N/A. Defendant, Hamid Sheikhai, reserves the right to supplement as discovery is ongoing.

1 **INTERROGATORY NO. 7:**

2 If your response to Request for Admissions No. 8 is anything other than an unqualified
3 “admit” then explain in detail what Economic Interest you have in Vitiok, including the facts and
4 basis/bases upon which you rely upon or which you believe support your response.

5 **RESPONSE TO INTERROGATORY NO. 7:**

6 Objection, this interrogatory misstates the request for admissions. On that basis, I am unable
7 to answer.

8 Defendant, Hamid Sheikhai, reserves the right to supplement as discovery is ongoing.

9 **INTERROGATORY NO. 8:**

10 If your response to Request for Admissions No. 9 is anything other than an unqualified
11 “admit” then explain in detail what, if any interest you had in Samir LLC when Plaintiff purchased
12 Zip Zap Auto, and identify all individuals who made, or could have made, material/binding decisions
13 on behalf of Samir LLC at the time Plaintiff purchased Zip Zap Auto.

14 **RESPONSE TO INTERROGATORY NO. 8:**

15 I didn’t deny I owned or operated Samir, LLC; I denied that Plaintiff purchased Zip Zap
16 Auto.

17 Defendant, Hamid Sheikhai, reserves the right to supplement as discovery is ongoing.

18 **INTERROGATORY NO. 9:**

19 If your response to Request for Admissions No. 13 is anything other than an unqualified
20 “admit” then explain in detail your involvement, knowledge, suggestion(s), input, and approval, if
21 any, with the eviction of Plaintiff from 3230 N. Durango Road, Las Vegas, NV 89129.

22 **RESPONSE TO INTERROGATORY NO. 9:**

23 I never evicted Plaintiff from 3230 N. Durango Road, Las Vegas, NV 89129.

24 Defendant, Hamid Sheikhai, reserves the right to supplement as discovery is ongoing.

1 **INTERROGATORY NO. 10:**

2 If your response to Request for Admissions No. 14 is anything other than an unqualified
3 “admit” then explain in detail when and how you became aware SLC began to operate Zip Zap Auto
4 at 3230 N. Durango Road, Las Vegas, NV 89129.

5 **RESPONSE TO INTERROGATORY NO. 10:**

6 N/A.

7 Defendant, Hamid Sheikhai, reserves the right to supplement as discovery is ongoing.

8 **INTERROGATORY NO. 11:**

9 Please identify in detail all benefits, including compensation, loans, advances, services,
10 and/or payments that you have made to Zohreh after June of 2018.

11 **RESPONSE TO INTERROGATORY NO. 11:**

12 I pay Zohreh \$1,500 a month 1099 income. She brings cookies and snacks to the office, and
13 does office cleaning.

14 Defendant, Hamid Sheikhai, reserves the right to supplement as discovery is ongoing.

15 **INTERROGATORY NO. 12:**

16 If your response to Request for Admissions No. 15 is anything other than an unqualified
17 “admit” then explain in detail your conversations with Zohreh or another, about the operation of and
18 ownership of Zip Zap Auto prior to June 6, 2018.

19 **RESPONSE TO INTERROGATORY NO. 12:**

20 I didn’t speak to Zohreh about the “operating Zip Zap Auto” prior to June 6, 2018.

21 Defendant, Hamid Sheikhai, reserves the right to supplement as discovery is ongoing.

22 **INTERROGATORY NO. 13:**

23 If your response to Request for Admissions No. 16 is anything other than an unqualified
24 “admit” then explain in detail your conversations with Zohreh or another, about Plaintiff after June
25 6, 2018.

26 *****

1 **RESPONSE TO INTERROGATORY NO. 13:**

2 I didn't speak to Zohreh about "Plaintiff's ownership in Zip Zap Auto."

3 Defendant, Hamid Sheikhai, reserves the right to supplement as discovery is ongoing.

4 **INTERROGATORY NO. 14:**

5 If your response to Request for Admissions No. 19 is anything other than an unqualified
6 "admit" then explain in detail your conversations with Zohreh or another about liquidating,
7 transferring, utilizing and/or diverting assets from Plaintiff, and any other discussions you had with
8 Zohreh pertaining to responsibilities and/or obligations you, Zohreh, or others
9 owed to Plaintiff.

10 **RESPONSE TO INTERROGATORY NO. 14:**

11 I didn't speak with Zohreh about "liquidating, transferring, utilizing, and/or diverting assets
12 from Plaintiff."

13 Defendant, Hamid Sheikhai, reserves the right to supplement as discovery is ongoing.

14 **INTERROGATORY NO. 15:**

15 If your response to Request for Admissions No. 22 is anything other than an unqualified
16 "admit" then explain when, how, and to who, including the manner(s) and method(s), Plaintiff gave
17 consent to operate business under Plaintiff's dba i.e. Zip Zap Auto.

18 **RESPONSE TO INTERROGATORY NO. 15:**

19 I always owned the name Zip Zap Auto. Victor Botnari managed it for several years, but
20 never owned the name or the business.

21 Defendant, Hamid Sheikhai, reserves the right to supplement as discovery is ongoing.

22 **INTERROGATORY NO. 16:**

23 If your response to Request for Admissions No. 23 is anything other than an unqualified
24 "admit" then explain your understanding Plaintiff's involvement with Zip Zap Auto before and after
25 June 6, 2018.

1 **RESPONSE TO INTERROGATORY NO. 16:**

2 That request for admissions is so ambiguous in scope of time and detail, lacking foundation
3 to the extent it is impossible to answer with an “admit” or “deny.” Therefore, I denied it.

4 Defendant, Hamid Sheikhai, reserves the right to supplement as discovery is ongoing.

5 **INTERROGATORY NO. 17:**

6 If your response to Request for Admissions No. 24 is anything other than an unqualified
7 “admit” then explain how operating/running Zip Zap Auto at the same location where Plaintiff had
8 operated/ran Zip Zap Auto for years prior to June of 2018, and utilizing Plaintiff’s assets, was not
9 intended to harm Plaintiff and what your intent was operating Zip Zap Auto after June of 2018
10 without compensating Plaintiff.

11 **RESPONSE TO INTERROGATORY NO. 17:**

12 I had no “intent to interfere with Plaintiff’s economic interest.” I was not utilizing Plaintiff’s
13 assets, and he was owed no compensation from me.

14 Defendant, Hamid Sheikhai, reserves the right to supplement as discovery is ongoing.

15 **INTERROGATORY NO. 18:**

16 If your response to Request for Admissions No. 25 is anything other than an unqualified
17 “admit” then explain your intent not to interfere with Plaintiff’s economic interest by operating Zip
18 Zap Auto after June 6, 2018.

19 **RESPONSE TO INTERROGATORY NO. 18:**

20 Plaintiff never owned Zip Zap Auto; I have always owned the name. I let Victor Botnari
21 manage the business for \$10,000 per month until he voluntarily gave up ownership of the business
22 and moved his assets and equipment from the premises along with equipment I owned and my
23 computers containing my customer base.

24 While he managed Zip Zap Auto, Victor Botnari paid rent for the building, paid his own
25 expenses. was supposed to pay income tax and sales tax, and paid property taxes. I found out later
26 that Victor never paid sales tax or income tax to the government.

1 Defendant, Hamid Sheikhai, reserves the right to supplement as discovery is ongoing.

2 **INTERROGATORY NO. 19:**

3 If your response to Request for Admissions No. 26 is anything other than an unqualified
4 “admit” then explain how your involvement with, interest in, and role used, operating/running
5 Plaintiff’s dba i.e. Zip Zap Auto, and how, who, and when money was collected for services
6 provided by Zip Zap Auto after June of 2018.

7 **RESPONSE TO INTERROGATORY NO. 19:**

8 That request for admissions is so ambiguous in scope of time and detail, lacking foundation
9 to the extent it is impossible to answer with an “admit” or “deny.” Therefore, I denied it.

10 Defendant, Hamid Sheikhai, reserves the right to supplement as discovery is ongoing.

11 **INTERROGATORY NO. 20:**

12 If your response to Request for Admissions No. 27 is anything other than an unqualified
13 “admit” then explain how you obtained control over Plaintiff’s assets.

14 **RESPONSE TO INTERROGATORY NO. 20:**

15 That request for admissions is so ambiguous in scope of time and detail, lacking foundation
16 to the extent it is impossible to answer with an “admit” or “deny.” Therefore, I denied it. I am
17 unsure what “assets” you claim I had “control over.”

18 Defendant, Hamid Sheikhai, reserves the right to supplement as discovery is ongoing.

19 **INTERROGATORY NO. 21:**

20 If your response to Request for Admissions No. 28 is anything other than an unqualified
21 “admit” then explain in detail all income, revenue, and/or other benefits, financial or otherwise, you
22 obtained, and what expenses/disbursements/payments were made to you, or to an entity or item, in
23 which you had an interest or otherwise realized a benefit, including the identity of any and all such
24 disbursements while you operated and/or ran Zip Zap Auto after June of 2018.

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1 **RESPONSE TO INTERROGATORY NO. 21:**

2 I denied that request because Zip Zap Auto was not Plaintiff's asset. He never owned Zip
3 Zap Auto or the name; that has always been owned by me. *See also* disclosures from D-18-575686-
4 L (involving myself and the 100% owner of Vitiok, LLC, Victor Botnari); all personal and business
5 tax returns.

6 Defendant, Hamid Sheikhai, reserves the right to supplement as discovery is ongoing.

7 **INTERROGATORY NO. 22:**

8 If your response to Request for Admissions No. 29 is anything other than an unqualified
9 "admit" then explain what benefits you received from Zip Zap Auto after June 6, 2018.

10 **RESPONSE TO INTERROGATORY NO. 22:**

11 N/A.

12 Defendant, Hamid Sheikhai, reserves the right to supplement as discovery is ongoing.

13 **INTERROGATORY NO. 23:**

14 If your response to Request for Admissions No. 30 is anything other than an unqualified
15 "admit" then explain the portion of any income, revenue, or benefits from Zip Zap Auto after June
16 6, 2018 shared with Plaintiff, including the amount(s) and the reasons for such payment(s).

17 **RESPONSE TO INTERROGATORY NO. 23:**

18 I have paid hundreds of thousands of dollars to Victor Botnari since June 6, 2018, and I have
19 paid hundreds of thousands of dollars to attorneys due to the Plaintiff's vexatious litigation practices
20 since that date.

21 Defendant, Hamid Sheikhai, reserves the right to supplement as discovery is ongoing.

22 **INTERROGATORY NO. 24:**

23 If your response to Request for Admissions No. 33 is anything other than an unqualified
24 "admit" then explain how and when you obtained consent from Plaintiff to operate Zip Zap Auto.

25 **RESPONSE TO INTERROGATORY NO. 24:**

26 Zip Zap auto was never purchased by Plaintiff.

1 Defendant, Hamid Sheikhai, reserves the right to supplement as discovery is ongoing.

2 **INTERROGATORY NO. 25:**

3 If your response to Request for Admissions No. 36 is anything other than an unqualified
4 “admit” then explain how and when you informed each of the customers of Zip Zap Auto after June
5 6, 2018 that Zip Zap Auto was being operated under different persons and a different entity.

6 **RESPONSE TO INTERROGATORY NO. 25:**

7 This request lacks foundation. Plaintiff was a silent manager of Zip Zap Auto for a fraction
8 of the time it has been in business. Customers had no basis to know or care about Plaintiff’s
9 existence.

10 Defendant, Hamid Sheikhai, reserves the right to supplement as discovery is ongoing.

11 **INTERROGATORY NO. 26:**

12 Please identify and describe the circumstances involving your liquidation, transfer, utilization
13 and diversion of Plaintiff’s assets, specifically addressing all assets located at 3230 N. Durango
14 Road, Las Vegas, NV 89129 in June of 2018.

15 **RESPONSE TO INTERROGATORY NO. 26:**

16 Victor’s employees loaded up a U-Haul with Victor’s assets in 2018, gave me the keys, and
17 abandoned the property. They also took my assets, equipment, computer database, etc. with them
18 without my consent or permission.

19 Defendant, Hamid Sheikhai, reserves the right to supplement as discovery is ongoing.

20 **INTERROGATORY NO. 27:**

21 Please identify all Communications between you and SLC or another concerning or related
22 to the subject matter of this litigation stating for each communication: (a) the name of the person
23 party to the communication; (b) subject of communication along with information disclosed; and (c)
24 the date of the communication.

25 **RESPONSE TO INTERROGATORY NO. 27:**

26 SLC, LLC is an entity; therefore, I do not communicate with it.

1 Defendant, Hamid Sheikhai, reserves the right to supplement as discovery is ongoing.

2 **INTERROGATORY NO. 28:**

3 Please identify all Communications between you and Zohreh or another concerning or related
4 to the subject matter of this litigation stating for each communication: (a) the name of the person
5 party to the communication; (b) subject of communication along with information disclosed; and (c)
6 the date of the communication.

7 **RESPONSE TO INTERROGATORY NO. 28:**

8 I have not communicated with Zohreh regarding the subject matter of this litigation.

9 Defendant, Hamid Sheikhai, reserves the right to supplement as discovery is ongoing.

10 **INTERROGATORY NO. 29:**

11 Please identify in detail all benefits, including compensation, loans, advances, and services,
12 that you have received from or through Zip Zap Auto.

13 **RESPONSE TO INTERROGATORY NO. 29:**

14 I receive a yearly salary of \$130,000 from Zip Zap Auto.

15 Defendant, Hamid Sheikhai, reserves the right to supplement as discovery is ongoing.

16 **INTERROGATORY NO. 30:**

17 Please identify in detail all benefits, including compensation, loans, advances, and services,
18 that you have received from or through SLC.

19 **RESPONSE TO INTERROGATORY NO. 30:**

20 I take whatever profits are made by SLC, and pay income tax on that money, as I am the sole
21 owner of SLC, LLC. See disclosures from D-18-575686-L (involving myself and the 100% owner
22 of Vitiok, LLC, Victor Botnari); all personal and business tax returns.

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Defendant, Hamid Sheikhai, reserves the right to supplement as discovery is ongoing.

DATED this 30th day of July, 2020.

WILLICK LAW GROUP

/s/ Lorien K. Cole

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DECLARATION OF HAMID SHEIKHAI

1. I, Hamid Sheikhai, declare that I am competent to testify to the facts contained in the preceding filing.

2. I have read the preceding filing, and I have personal knowledge of the facts contained therein, unless stated otherwise. Further, the factual averments contained therein are true and correct to the best of my knowledge, except those matters based on information and belief, and as to those matters, I believe them to be true.

3. The factual averments contained in the preceding filing are incorporated herein as if set forth in full.

I declare under penalty of perjury, under the laws of the State of Nevada and the United States (NRS 53.045 and 28 U.S.C. § 1746), that the foregoing is true and correct.

DATED this 30th day of July, 2020



HAMID SHEIKHAI

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of the WILICK LAW GROUP and that on this 30th day of July, 2020, I caused the above and foregoing document to be served as follows:

- ☒ Pursuant to EDCR 8.05(a), EDCR 8.05(f), NRCP 5(b)(2)(D) and Administrative Order 14-2 captioned "In the Administrative Matter of Mandatory Electronic Service in the Eighth Judicial District Court," by mandatory electronic service through the Eighth Judicial District Court's electronic filing system.
- ☐ by placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada.
- ☐ pursuant to EDCR 7.26, to be sent via facsimile, by duly executed consent for service by electronic means.
- ☐ by hand delivery with signed Receipt of Copy.
- ☐ by First Class, Certified U.S. Mail.

To the person(s) listed below at the address, email address, and/or facsimile number indicated:

Todd M. Leventhal, Esq.
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/s/ Mallory Yeargan

An Employee of the WILICK LAW GROUP

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EXHIBIT “D”

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Attorneys for Defendant SLC LLC

DISTRICT COURT
CLARK COUNTY, NEVADA

VITIOK, LLC, a Nevada Limited Liability
Company,

Plaintiff,

v.

SLC, LLC, a Nevada Limited Liability
Company; HAMID SHEIKHAI, an individual;
ZOHREH AMIRYAVARI, an individual, and
DOES I through X and ROE
CORPORATIONS I through X, inclusive,

Defendants

Case No. A-19-805955-C
Dept No. 22

**DEFENDANT SLC LLC'S RESPONSES TO
PLAINTIFF'S FIRST SET OF INTERROGATORIES**

Pursuant to NRCP 33, Defendant SLC LLC responds to Plaintiff's First Set of Interrogatories
as follows:

INTERROGATORY NO. 1: Describe and identify, in detail, your officers, members, board of
directors, and managers with name, position(s) held, and ownership percentage along with the dates
of each change.

RESPONSE TO INTERROGATORY NO. 1: Objection. The Interrogatory calls for a lengthy
narrative response more suited for a deposition. Moreover, the Interrogatory calls for

1 information that is equally available to the requesting party and therefore unduly burdensome.

2 As discovery is ongoing, Defendant retains the right to amend this response.

3 **INTERROGATORY NO. 2:** Describe and identify, in detail, the name and/or capacity of persons
4 authorized to enter into contracts and authorize payment made on your behalf during the period
5 between June 1, 2017 and the present.

6 **RESPONSE TO INTERROGATORY NO. 2:** Objection. The Interrogatory seeks information
7 outside the scope of the Defendant's knowledge, calls for speculation, and is not narrowly
8 tailored to lead to the discovery of admissible evidence. Without waiving the foregoing
9 objections, Defendant responds as follows: Hamid Sheikhai retained the authority to enter into
10 contracts and authorize payments on behalf of SLC, LLC. As discovery is ongoing, Defendant
11 retains the right to amend this response.

12 **INTERROGATORY NO. 3:** Describe and identify, in detail, all agreements entered into and/or
13 executed on your behalf authorizing you or other persons to hire and/or report employees,
14 independent contractors, subcontractors, or other individuals/entities that obtained any money under
15 the name, through, and/or from Zip Zap Auto.

16 **RESPONSE TO INTERROGATORY NO. 3:** Objection. The Interrogatory is overly broad
17 and not properly limited in time or scope. Moreover, the Interrogatory is unduly burdensome
18 to the extent it seeks information not readily available to Defendant SLC, LLC. Without
19 waiving the foregoing objections, Defendant responds as follows: Hamid Sheikhai was
20 authorized to hire and/or report employees, independent contractors, subcontractors, or other
21 individuals/entities that obtained money through and/or from Zip Zap Auto. As discovery is
22 ongoing, Defendant retains the right to amend this response.

23 ///

1 **INTERROGATORY NO. 4:** Describe and identify, in detail, all agreements between you and any
2 person for the sharing of work, projects, or employees which were effective during the period
3 between June 8, 2018 and the present.

4 **RESPONSE TO INTERROGATORY NO. 4:** Objection. The Interrogatory is vague,
5 ambiguous, and overbroad as to “all agreements” and “any person.” As a result of the
6 overbreadth and vagueness of this request, it is likewise overly burdensome. As discovery is
7 ongoing, Defendant retains the right to amend this response.
8

9 **INTERROGATORY NO. 5:** Describe and identify, in detail, the sole proprietorship, partnership,
10 corporate or other business status of any subcontractor or other individual or entity performing any
11 work on your behalf during the period between June 1, 2018 and the present.

12 **RESPONSE TO INTERROGATORY NO. 5:** Objection. The scope of the Interrogatory is too
13 broad, unduly burdensome and not narrowly tailored to lead to the discovery of admissible
14 evidence. Moreover, Defendant objects that the Interrogatory is overbroad and vague as to the
15 term “any work.” As discovery is ongoing, Defendant retains the right to amend this response.
16

17 **INTERROGATORY NO. 6:** Describe and identify, in detail, all bids, proposals, offers, and
18 contracts prepared on your behalf during the period between June 1, 2018 and the present.

19 **RESPONSE TO INTERROGATORY NO. 6:** Objection. The Interrogatory lacks foundation,
20 calls for speculation, and is overbroad in scope. Defendant further objects that the
21 Interrogatory is not narrowly tailored to lead to the discovery of admissible evidence. Without
22 waiving the foregoing objections, Defendant responds as follows: SLC, LLC maintains that no
23 bids, proposals, offers, or contracts were prepared on behalf of SLC, LLC during the period
24 between June 1, 2018 and the present. As discovery is ongoing, Defendant retains the right to
25 amend this response.
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1 **INTERROGATORY NO. 7:** Describe and identify, in detail, all worker's compensation or general
2 liability insurance policies, in effect between June 1, 2017 and the present, in which you or Zip Zap
3 Auto is named as an insured or additional insured.

4 **RESPONSE TO INTERROGATORY NO. 7:** Objection. The Interrogatory calls for a lengthy
5 narrative response more suited for a deposition. Moreover, the Interrogatory is unduly
6 burdensome to the extent it seeks information not readily available to Defendant. As discovery
7 is ongoing, Defendant retains the right to amend this response.

9 **INTERROGATORY NO. 8:** Describe and identify, in detail, all real property owned, leased,
10 occupied, or utilized by you between June 1, 2018 and the present.

11 **RESPONSE TO INTERROGATORY NO. 8:** Objection. The Interrogatory is wholly
12 irrelevant and not reasonably calculated to lead to the discovery of admissible evidence.
13 Without waiving the foregoing objections, Defendant responds as follows: SLC LLC owns no
14 residential property. As discovery is ongoing, Defendant retains the right to amend this
15 response.

17 **INTERROGATORY NO. 9:** Describe and identify, in detail, any ownership interest you had or
18 have in any motor vehicle, heavy equipment, or machinery during the period between June 1, 2017
19 and the present.

20 **RESPONSE TO INTERROGATORY NO. 9:** Objection. The Interrogatory is unduly
21 burdensome to the extent it seeks information not readily available to Defendant. Moreover,
22 the Interrogatory is overly broad and not narrowly tailored to lead to the discovery of
23 admissible evidence. Without waiving the foregoing objections, Defendant responds as follows:
24 SLC, LLC owns no motor vehicles. As discovery is ongoing, Defendant retains the right to
25 amend this response.
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1 **INTERROGATORY NO. 10:** Describe and identify, in detail, all insurance coverage for each item
2 of property listed in response to Interrogatory number 8 and 9.

3 **RESPONSE TO INTERROGATORY NO. 10:** Objection. The Interrogatory calls for a lengthy
4 narrative response more suited for a deposition. Moreover, the Interrogatory is overly broad,
5 unduly burdensome, and not narrowly tailored to lead to the discovery of admissible evidence.
6 As discovery is ongoing, Defendant retains the right to amend this response.
7

8 **INTERROGATORY NO. 11:** Describe and identify, in detail, all contracts, agreements, assets or
9 liabilities transferred or assigned by you to any other entity during the period between June 1, 2017
10 and the present.

11 **RESPONSE TO INTERROGATORY NO. 11:** Objection. The Interrogatory is vague,
12 ambiguous, and overbroad. As a result of the overbreadth and vagueness of the Interrogatory,
13 it is likewise overly burdensome. Moreover, the Interrogatory is not reasonably calculated to
14 lead to the discovery of admissible evidence. Without waiving the foregoing objections,
15 Defendant responds as follows: SLC, LLC transferred no contracts, agreements, assets or
16 liabilities to any other entity during the period between June 1, 2017 and the present. As
17 discovery is ongoing, Defendant retains the right to amend this response.
18

19 **INTERROGATORY NO. 12:** Describe and identify, in detail, All contracts or other agreements
20 between you and any other entity involving the rendering of payroll processing or management
21 consulting services to, or on your behalf during the period between June 1, 2017 and the present.
22

23 **RESPONSE TO INTERROGATORY NO. 12:** Objection. The Interrogatory is unduly
24 burdensome to the extent it seeks information not readily available to Defendant. Defendant
25 further objects that the scope of the Interrogatory is overbroad and not narrowly tailored to
26 lead to the discovery of admissible evidence. As discovery is ongoing, Defendant retains the
27 right to amend this response.
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1 **INTERROGATORY NO. 13:** Describe and identify, in detail, all loans, salary, bonuses, or
2 repayment of loans between you and Hamid from January 1, 2017 and the present date.

3 **RESPONSE TO INTERROGATORY NO. 13:** Objection. The scope of the Interrogatory is
4 overbroad, unduly burdensome and not narrowly tailored to lead to the discovery of
5 admissible evidence. Without waiving the foregoing objections, Defendant responds as follows:
6 SLC, LLC did engage in loans with Hamid Sheikhai from January 1, 2017 to the present date.
7 As discovery is ongoing, Defendant retains the right to amend this response.
8

9 **INTERROGATORY NO. 14:** Describe and identify, in detail, all loans, salary, bonuses, or
10 repayment of loans between you and Zohreh from January 1, 2017 and the present date.

11 **RESPONSE TO INTERROGATORY NO. 14:** Objection. The scope of the Interrogatory is
12 overbroad, unduly burdensome and not narrowly tailored to lead to the discovery of
13 admissible evidence. As discovery is ongoing, Defendant retains the right to amend this
14 response.
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16 **INTERROGATORY NO. 15:** Describe and identify, in detail SLC's purchase of Zip Zap Auto and
17 its Assets from Plaintiff.

18 **RESPONSE TO INTERROGATORY NO. 15:** Objection. The Interrogatory seeks for legal
19 conclusions and/or a party narrative as to events in this matter. Defendant further objects that
20 the term "Assets" is vague, overbroad, and not reasonably calculated to lead to the discovery
21 of admissible evidence. Without waiving the foregoing objections, Defendant responds as
22 follows: SLC, LLC never purchased Zip Zap Auto. As discovery is ongoing, Defendant retains
23 the right to amend this response.
24

25 **INTERROGATORY NO. 16:** Describe and identify, in detail any and all judicial, administrative,
26 and/or governmental proceedings (federal, state, and local) to which you have been a party at any
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1 time, such as lawsuits, bankruptcy proceedings, licensing matters, discipline proceedings, and other
2 matters.

3 **RESPONSE TO INTERROGATORY NO. 16:** Objection. The Interrogatory calls for
4 information that is equally available to the requesting party and is therefore unduly
5 burdensome. Without waiving the foregoing objection, Defendant responds as follows: the
6 current matter is the first and only to which SLC, LLC has been a party of any judicial,
7 administrative, or governmental proceeding. As discovery is ongoing, Defendant retains the
8 right to amend this response.

10 **INTERROGATORY NO. 17:** Describe and identify, in detail any and all agreements and contracts
11 between you and Hamid.

12 **RESPONSE TO INTERROGATORY NO. 17:** Objection. The Interrogatory is vague,
13 ambiguous, and overbroad. Moreover, the Interrogatory calls for a lengthy narrative response
14 more suited for a deposition, and is indefinite and remote as to time and scope. Without
15 waiving the foregoing objections, Defendant responds as follows: Hamid Sheikhai executed
16 documents related to Hamid's singular ownership of Zip Zap Auto. As discovery is ongoing,
17 Defendant retains the right to amend this response.

19 **INTERROGATORY NO. 18:** Describe and identify, in detail any and all agreements and contracts
20 between you and Zohreh.

22 **RESPONSE TO INTERROGATORY NO. 18:** Objection. The Interrogatory is overly broad
23 and not properly limited in time or scope. Moreover, the Interrogatory is not reasonably
24 calculated to lead to the discovery of admissible evidence. Without waiving the foregoing
25 objections, Defendant responds as follows: SLC, LLC executed no agreements or contracts
26 with Zohreh Amiryavari. As discovery is ongoing, Defendant retains the right to amend this
27 response.

1 **INTERROGATORY NO. 19:** Describe and identify, in detail any and all agreements and contracts
2 between you and Plaintiff.

3 **RESPONSE TO INTERROGATORY NO. 19:** Objection. The Interrogatory is overly broad
4 and not properly limited in time or scope. Moreover, the Interrogatory is not reasonably
5 calculated to lead to the discovery of admissible evidence. Without waiving the foregoing
6 objections, Defendant responds as follows: SLC, LLC executed no agreements or contracts
7 with Plaintiff, Vitiok, LLC. As discovery is ongoing, Defendant retains the right to amend this
8 response.
9

10 **INTERROGATORY NO. 20:** Describe and identify, in detail Hamid's duties, responsibilities and
11 all work performed by Hamid for you since 2016.

12 **RESPONSE TO INTERROGATORY NO. 20:** Objection. The Interrogatory calls for a lengthy
13 narrative response more suited for a deposition, calls for speculation, and is overbroad in
14 scope. Moreover, the Interrogatory is vague as to the term "all work" and is thus unduly
15 burdensome. Without waiving the foregoing objections, Defendant responds as follows: Hamid
16 Sheikhai performed various tasks at the car repair facility involved in this matter. As
17 discovery is ongoing, Defendant retains the right to amend this response.
18

19 **INTERROGATORY NO. 21:** Describe and identify, in detail Zohreh's duties, responsibilities and
20 all work performed by Zohreh for you since 2016.

21 **RESPONSE TO INTERROGATORY NO. 21:** Objection. The Interrogatory is overbroad and
22 not reasonably calculated to lead to the discovery of admissible evidence. Moreover, the
23 Interrogatory is vague as to the term "all work" and is thus unduly burdensome. Without
24 waiving the foregoing objections, Defendant responds as follows: Zohreh Amiryavari held no
25 responsibility for SLC, LLC and performed no work for SLC, LLC. As discovery is ongoing,
26 Defendant retains the right to amend this response.
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1 **INTERROGATORY NO. 22:** Describe and identify, in detail any and all documents you intend to
2 offer and/or use at trial or arbitration, including, but not limited to, all communications, all
3 demonstrative evidence, computer, or power point presentations, all police reports, investigative
4 reports, expert reports, business records, correspondence, agreements, logs, notes, photographs,
5 videotapes, films and all other exhibits.

6 **RESPONSE TO INTERROGATORY NO. 22:** Objection. The Interrogatory is overly broad
7 and not narrowly tailored to lead to the discovery of admissible evidence. Moreover, the
8 Interrogatory seeks information not readily available to Defendant and is thus unduly
9 burdensome. As discovery is ongoing, Defendant retains the right to amend this response.

10 **INTERROGATORY NO. 23:** Describe and identify, in detail Plaintiff's interest in Zip Zap Auto.

11 **RESPONSE TO INTERROGATORY NO. 23:** Objection. The Interrogatory seeks for legal
12 conclusions and/or a party narrative as to the events in this matter. Without waiving the
13 foregoing objection, Defendant responds as follows: SLC, LLC contends that Plaintiff Vitiok,
14 LLC retains no interest in Zip Zap Auto. As discovery is ongoing, Defendant retains the right
15 to amend this response.

16 **INTERROGATORY NO. 24:** Describe and identify, in detail Hamid's interest in SLC.

17 **RESPONSE TO INTERROGATORY NO. 24:** Objection. The Interrogatory seeks for legal
18 conclusions and/or a party narrative as to the events in this matter. Without waiving the
19 foregoing objection, Defendant responds as follows: Hamid Sheikhai is the sole owner of SLC,
20 LLC. As discovery is ongoing, Defendant retains the right to amend this response.

21 **INTERROGATORY NO. 25:** Describe and identify, in detail Zohreh's interest in SLC.

22 **RESPONSE TO INTERROGATORY NO. 25:** Objection. The Interrogatory seeks for legal
23 conclusions and/or a party narrative as to the events in this matter. Without waiving the
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1 foregoing objection, Zohreh Amiryavari has no interest in SLC, LLC. As discovery is ongoing,
2 Defendant retains the right to amend this response.

3 **INTERROGATORY NO. 26:** Describe and identify, in detail All documents with regards to
4 Zohreh's interest in Zip Zap Auto.

5 **RESPONSE TO INTERROGATORY NO. 26:** Objection. The Interrogatory is not narrowly
6 tailored to lead to the discovery of admissible evidence. Moreover, the Interrogatory seeks for
7 legal conclusions and/or a party narrative as to the events in this matter. Without waiving the
8 foregoing objections, Zohreh Amiryavari possesses no documents regarding any interest in Zip
9 Zap Auto. As discovery is ongoing, Defendant retains the right to amend this response.

10 **INTERROGATORY NO. 27:** Describe and identify, in detail All documents with regards to
11 Hamid's interest in Zip Zap Auto.

12 **RESPONSE TO INTERROGATORY NO. 27:** Objection. The Interrogatory calls for
13 information that is equally available to the requesting party and is therefore unduly
14 burdensome. As discovery is ongoing, Defendant retains the right to amend this response.

15 **INTERROGATORY NO. 28:** Describe and identify, in detail your interest in Zip Zap Auto.

16 **RESPONSE TO INTERROGATORY NO. 28:** Objection. The Interrogatory calls for a lengthy
17 response more suited for a deposition. Without waiving the foregoing objection, Defendant
18 responds as follows: SLC, LLC does not own Zip Zap Auto, Mr. Sheikhai owns the name. As
19 discovery is ongoing, Defendant retains the right to amend this response.

20 **INTERROGATORY NO. 29:** Describe and identify, in detail All documents with regards to your
21 interest in Zip Zap Auto.

22 **RESPONSE TO INTERROGATORY NO. 29:** Objection. The Interrogatory calls for a lengthy
23 narrative response more suited for a deposition. Moreover, the Interrogatory is overly broad,
24 not properly limited in time or scope, and not reasonably calculated to lead to the discovery of
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1 admissible evidence. As discovery is ongoing, Defendant retains the right to amend this
2 response.

3 **INTERROGATORY NO. 30:** Describe and identify, in detail all benefits, including wages,
4 compensation, loans, advances, and services, that Hamid has received from or through you.

5 **RESPONSE TO INTERROGATORY NO. 30:** Objection. The Interrogatory is overly broad
6 and not properly limited in scope and time. Moreover, the Interrogatory is not narrowly
7 tailored to lead to the discovery of admissible evidence. Without waiving the foregoing
8 objection, Defendant responds as follows: Hamid received 100% of all profits and losses. As
9 discovery is ongoing, Defendant retains the right to amend this response.

10 **INTERROGATORY NO. 31:** Describe and identify, in detail all benefits, including wages,
11 compensation, loans, advances, and services, that Zohreh has received from or through you.

12 **RESPONSE TO INTERROGATORY NO. 31:** Objection. The Interrogatory is overly broad
13 and not properly limited in scope and time. Moreover, the Interrogatory is not narrowly
14 tailored to lead to the discovery of admissible evidence. Without waiving the foregoing
15 objections, Defendant responds as follows: Zohreh Amiryavari received a check for \$1,500 per
16 month as a 1099 Employee. As discovery is ongoing, Defendant retains the right to amend this
17 response.

18 **INTERROGATORY NO. 32:** If your response to Request for Admissions Nos. 3 and/or 4 is
19 anything other than an unqualified “admit” then explain in detail the type of business you operate,
20 including the date you began operating business, the name under which you operate(d) your
21 business, and what person(s) made the day to day and other decisions related to said business(es).

22 **RESPONSE TO INTERROGATORY NO. 32:** Objection. The Interrogatory calls for a
23 lengthy narrative response more suited for a deposition. Moreover, the Interrogatory is overly
24 broad, not properly limited in time and scope, and is not narrowly tailored to lead to the
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1 **discovery of admissible evidence. As discovery is ongoing, Defendant retains the right to**
2 **amend this response.**

3 **INTERROGATORY NO. 33:** If your response to Request for Admission Number 5 is anything
4 other than an unqualified “admit” then explain in detail the name of the auto repair business you
5 operated and/or were operated and listed in/under your name, including the date you began operating
6 business, the name under which you operate(d) business, and what person(s) made the day to day
7 and other decisions related to said business(es).

9 **RESPONSE TO INTERROGATORY NO. 33:** Objection. The Interrogatory calls for a
10 lengthy narrative response more suited for a deposition. Moreover, the Interrogatory is overly
11 broad, not properly limited in time and scope, and is not narrowly tailored to lead to the
12 discovery of admissible evidence. As discovery is ongoing, Defendant retains the right to
13 amend this response.

14 **INTERROGATORY NO. 34:** If your response to Request for Admission Number 9 is anything
15 other than an unqualified “admit” then explain in detail the legal interest you had to Zip Zap Auto,
16 and detail the documentation you rely upon in claiming such an interest.

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1 **RESPONSE TO INTERROGATORY NO. 34:** Objection. The Interrogatory seeks for legal
2 conclusions and/or a party narrative as to the events in this matter. Moreover, The
3 Interrogatory is overly broad, not properly limited in time and scope, and is not narrowly
4 tailored to lead to the discovery of admissible evidence. Without waiving the foregoing
5 objections, Defendant responds as follows: SLC, LLC does not own Zip Zap Auto. Hamid
6 Sheikhai owns Zip Zap Auto since 1999. As discovery is ongoing, Defendant retains the right to
7 amend this response.
8

9 DATED this 30th day of July, 2020.

10 HUTCHISON & STEFFEN, PLLC

11 /s/Christian Orme

12 Jacob A. Reynolds (10199)

13 Christian M. Orme (10175)

14 Attorneys for Defendant SLC, LLC
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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of HUTCHISON & STEFFEN, PLLC and that on this 30th day of July, 2020, I caused the document entitled **DEFENDANT SLC's ANSWERS TO PLAINTIFF'S FIRST SET OF INTERROGATORIES** to be served as follows:

- ☒ to be electronically served through the Eighth Judicial District Court's electronic filing system pursuant to NEFCR (9); and/or
- ☐ to be placed in the U.S. Mail with pre-paid first-class postage; and/or
- ☐ to be faxed; and/or
- ☐ to be hand-delivered

to the attorneys listed below:

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/s/ Danielle Kelley

An employee of Hutchison & Steffen, PLLC

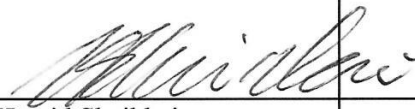
VERIFICATION

I, Hamid Sheikhai, declare as follows:

I am answering these Interrogatories on behalf of SLC, LLC. I have read the foregoing **DEFENDANT SLC LLC'S ANSWERS TO PLAINTIFF'S FIRST SET OF INTERROGATORIES** and know the contents thereof; that same is true of my own knowledge. I know the same to be true of my own personal knowledge except those matters stated on information and belief, and as to those matters, I believe them to be true.

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

DATED this 28th day of July, 2020.



Hamid Sheikhai

EXHIBIT “F”

RSPN
Willick Law Group
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Attorneys for Defendant/Counterclaimant HAMID SHEIKHAI

DISTRICT COURT
CLARK COUNTY, NEVADA

VITIOK, LLC, a Nevada Limited Liability
Company,
Plaintiff,

vs.

SLC, LLC, a Nevada Limited Liability Company;
HAMID SHEIKHAI, an individual, ZOHREH
AMIRYAVARI, an individual, and DOES I
through X and ROE CORPORATIONS I through
X, inclusive,

Defendant.

CASE NO: A-19-805955-C
DEPT. NO: 22

DATE OF HEARING:
TIME OF HEARING:

**DEFENDANT, HAMID SHEIKHAI'S RESPONSE TO PLAINTIFF'S
FIRST REQUEST FOR ADMISSIONS**

TO: VITIOK, LLC, Plaintiff; and

TO: TODD M. LEVENTHAL, ESQ., Attorney for Plaintiff.

TO: BRADLEY J. HOFLAND, ESQ., Attorney for Plaintiff.

Defendant, Hamid Sheikhai, by and through Defendant, Hamid Sheikhai's attorneys, the
WILLICK LAW GROUP, hereby submits his responses to *Plaintiff's First Request for Admission to*
Defendant, Hamid Sheikhai as follows:

1 **REQUEST FOR ADMISSIONS NO. 1:**

2 Admit that in 2013, the Nevada Department of Motor Vehicles issued a directive
3 prohibiting you from operating a smog repair facility.

4 **RESPONSE TO REQUEST FOR ADMISSIONS NO. 1:**

5 Objection, irrelevant, lacks foundation, is not likely to lead to admissible evidence.
6 Without waiving said objection, in 2013, the DMV did not issue any “directives” to me.

7 **REQUEST FOR ADMISSIONS NO. 2:**

8 Admit that you operate the day to day operations of SLC.

9 **RESPONSE TO REQUEST FOR ADMISSIONS NO. 2:**

10 Admit.

11 **REQUEST FOR ADMISSIONS NO. 3:**

12 Admit that on June 5, 2018 or after, you operated the day to day operations of Zip Zap
13 Auto.

14 **RESPONSE TO REQUEST FOR ADMISSIONS NO. 3:**

15 Admit.

16 **REQUEST FOR ADMISSIONS NO. 4:**

17 Admit that SLC is the alter ego of yourself.

18 **RESPONSE TO REQUEST FOR ADMISSIONS NO. 4:**

19 Deny.

20 **REQUEST FOR ADMISSIONS NO. 5:**

21 Admit that on June 1, 2014, Plaintiff purchased Zip Zap Auto business and
22 its assets from Samir LLC.

23 **RESPONSE TO REQUEST FOR ADMISSIONS NO. 5:**

24 Deny.

25 **REQUEST FOR ADMISSIONS NO. 6:**

26 Admit that you have no Economic Interest in Vitiok.

1 **RESPONSE TO REQUEST FOR ADMISSIONS NO. 6:**

2 Objection, lacks foundation. I am unable to admit or deny this as I am in litigation with
3 Vitiok's owner, Victor Botnari, so I may be awarded Vitiok's assets as a result of Victor's
4 vexatious litigation practices, among other claims and defenses, so I am unable to admit or deny
5 this allegation as litigation is continuing in all four cases with Victor and/or Vitiok and myself.

6 **REQUEST FOR ADMISSIONS NO. 7:**

7 Admit that you have no Economic Interest in SLC.

8 **RESPONSE TO REQUEST FOR ADMISSIONS NO. 7:**

9 Deny.

10 **REQUEST FOR ADMISSIONS NO. 8:**

11 Admit that you have no Economic Interest in Zip Zap Auto.

12 **RESPONSE TO REQUEST FOR ADMISSIONS NO. 8:**

13 Deny.

14 **REQUEST FOR ADMISSIONS NO. 9:**

15 Admit that you owned and operated Samir LLC., when Plaintiff purchased
16 Zip Zap Auto.

17 **RESPONSE TO REQUEST FOR ADMISSIONS NO. 9:**

18 Deny; Plaintiff never purchased Zip Zap Auto.

19 **REQUEST FOR ADMISSIONS NO. 10:**

20 Admit that prior to June 5, 2018, you were aware that Plaintiff registered
21 "Zip Zap Auto" as a dba of Plaintiff.

22 **RESPONSE TO REQUEST FOR ADMISSIONS NO. 10:**

23 Deny.

24 **REQUEST FOR ADMISSIONS NO. 11:**

25 Admit that on or after June 5, 2014, you knew Plaintiff began operating "Zip
26 Zap Auto" at 3230 N. Durango Road, Las Vegas, NV 89129.

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1 **RESPONSE TO REQUEST FOR ADMISSIONS NO. 11:**

2 Deny.

3 **REQUEST FOR ADMISSIONS NO. 12:**

4 Admit that on June 6, 2018, you were aware Stone & Stone LLC evicted
5 Plaintiff from 3230 N. Durango Road, Las Vegas, NV 89129.

6 **RESPONSE TO REQUEST FOR ADMISSIONS NO. 12:**

7 Deny.

8 **REQUEST FOR ADMISSIONS NO. 13:**

9 Admit that Stone & Stone LLC commenced and proceeded with the eviction of Plaintiff
10 from 3230 N. Durango Road, Las Vegas NV 89129 pursuant to your directive(s).

11 **RESPONSE TO REQUEST FOR ADMISSIONS NO. 13:**

12 Deny.

13 **REQUEST FOR ADMISSIONS NO. 14:**

14 Admit that on or after June 6, 2018, you were aware SLC began to operate Zip Zap Auto
15 at 3230 N. Durango Road, Las Vegas, NV 89129.

16 **RESPONSE TO REQUEST FOR ADMISSIONS NO. 14:**

17 Admit.

18 **REQUEST FOR ADMISSIONS NO. 15:**

19 Admit that prior to June 6, 2018, you spoke with Zohreh, about operating Zip Zap Auto.

20 **RESPONSE TO REQUEST FOR ADMISSIONS NO. 15:**

21 Objection, irrelevant and not likely to result in any discoverable information, vague and
22 ambiguous and lacks foundation to the extent I am unable to admit or deny this request for
23 admissions, so I deny on that basis..

24 **REQUEST FOR ADMISSIONS NO. 16:**

25 Admit that prior to June 6, 2018, you spoke with Zohreh about Plaintiff's ownership in
26 Zip Zap Auto.

1 **RESPONSE TO REQUEST FOR ADMISSIONS NO. 16:**

2 Objection, irrelevant and not likely to result in any admissible information, vague and
3 ambiguous and lacks foundation to the extent I am unable to admit or deny this request for
4 admissions, so I deny on that basis.

5 **REQUEST FOR ADMISSIONS NO. 17:**

6 Admit that you spoke with Zohreh about Plaintiff's former customers.

7 **RESPONSE TO REQUEST FOR ADMISSIONS NO. 17:**

8 Objection, irrelevant and not likely to result in any admissible information, vague and
9 ambiguous and lacks foundation to the extent I am unable to admit or deny this request for
10 admissions, so I deny on that basis.

11 **REQUEST FOR ADMISSIONS NO. 18:**

12 Admit that you spoke with Zohreh about maintaining possession of Plaintiff's business,
13 its assets without payment to Plaintiff.

14 **RESPONSE TO REQUEST FOR ADMISSIONS NO. 18:**

15 Objection, irrelevant and not likely to result in any admissible information, vague and
16 ambiguous and lacks foundation to the extent I am unable to admit or deny this request for
17 admissions, so I deny on that basis. Plaintiff is a business so vague as to the reference to
18 "Plaintiff's business".

19 **REQUEST FOR ADMISSIONS NO. 19:**

20 Admit that you spoke with Zohreh about liquidating, transferring, utilizing and/or
21 diverting assets from Plaintiff.

22 **RESPONSE TO REQUEST FOR ADMISSIONS NO. 19:**

23 Objection, irrelevant and not likely to result in any admissible information, vague and
24 ambiguous and lacks foundation to the extent I am unable to admit or deny this request for
25 admissions, so I deny on that basis.

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1 **REQUEST FOR ADMISSIONS NO. 20:**

2 Admit that you made decisions with Zohreh that materially affected Plaintiff's Economic
3 Interest.

4 **RESPONSE TO REQUEST FOR ADMISSIONS NO. 20:**

5 Deny.

6 **REQUEST FOR ADMISSIONS NO. 21:**

7 Admit that you spoke with Zohreh about not recognizing or acknowledging Plaintiff's
8 ownership in Zip Zap Auto.

9 **RESPONSE TO REQUEST FOR ADMISSIONS NO. 21:**

10 Objection, irrelevant and not likely to result in any admissible information, vague and
11 ambiguous and lacks foundation to the extent I am unable to admit or deny this request for
12 admissions, so I deny on that basis.

13 **REQUEST FOR ADMISSIONS NO. 22:**

14 Admit that you operated business under the name of Plaintiff's dba i.e. Zip Zap Auto after
15 June 5, 2018, without Plaintiff's consent.

16 **RESPONSE TO REQUEST FOR ADMISSIONS NO. 22:**

17 Vague and ambiguous and lacks foundation as to "consent," additionally, Plaintiff never
18 owned the name Zip Zap Auto, so for these reason I am unable to admit or deny, so I deny on
19 that basis.

20 **REQUEST FOR ADMISSIONS NO. 23:**

21 Admit that prior to June 6, 2018 you knew Plaintiff had an Economic Interest in Zip Zap
22 Auto.

23 **RESPONSE TO REQUEST FOR ADMISSIONS NO. 23:**

24 Deny.

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1 **REQUEST FOR ADMISSIONS NO. 24:**

2 Admit that you, with the intent to harm Plaintiff, operated business under the name Zip
3 Zap Auto after June of 2018.

4 **RESPONSE TO REQUEST FOR ADMISSIONS NO. 24:**

5 Deny.

6 **REQUEST FOR ADMISSIONS NO. 25:**

7 Admit that you, with the intent to interfere with Plaintiff's economic interest, operated
8 business under the name of Plaintiff's dba i.e. Zip Zap Auto.

9 **RESPONSE TO REQUEST FOR ADMISSIONS NO. 25:**

10 Deny.

11 **REQUEST FOR ADMISSIONS NO. 26:**

12 Admit that you used Plaintiff's dba i.e. Zip Zap Auto to collect money.

13 **RESPONSE TO REQUEST FOR ADMISSIONS NO. 26:**

14 Deny.

15 **REQUEST FOR ADMISSIONS NO. 27:**

16 Admit that you used Plaintiff's dba i.e. Zip Zap Auto to obtain control over Plaintiff's
17 assets.

18 **RESPONSE TO REQUEST FOR ADMISSIONS NO. 27:**

19 Deny.

20 **REQUEST FOR ADMISSIONS NO. 28:**

21 Admit that you, used Plaintiff's dba i.e. Zip Zap Auto for an economic advantage.

22 **RESPONSE TO REQUEST FOR ADMISSIONS NO. 28:**

23 Deny.

24 **REQUEST FOR ADMISSIONS NO. 29:**

25 Admit that you realized an economic benefit from Zip Zap Auto after June 6, 2018.

26 **RESPONSE TO REQUEST FOR ADMISSIONS NO. 29:**

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Admit.

REQUEST FOR ADMISSIONS NO. 30:

Admit that you have not provided Plaintiff any portion of the income, revenue, or benefits from Zip Zap Auto after June 6, 2018.

RESPONSE TO REQUEST FOR ADMISSIONS NO. 30:

Deny as vague and ambiguous. Zip Zap Auto is a source of my income, and I provided the owner of Plaintiff, Victor Botnari, with funds after June 6, 2018.

REQUEST FOR ADMISSIONS NO. 31:

Admit that Plaintiff has an Economic Interest in Zip Zap Auto.

RESPONSE TO REQUEST FOR ADMISSIONS NO. 31:

Deny.

REQUEST FOR ADMISSIONS NO. 32:

Admit that you knew of Plaintiff's Economic Interest in Zip Zap Auto.

RESPONSE TO REQUEST FOR ADMISSIONS NO. 32:

Deny.

REQUEST FOR ADMISSIONS NO. 33:

Admit that you operated Zip Zap Auto after it was purchased by Plaintiff without Plaintiff's consent.

RESPONSE TO REQUEST FOR ADMISSIONS NO. 33:

Deny.

REQUEST FOR ADMISSIONS NO. 34:

Admit that prior to June 6, 2018, you discussed operating Zip Zap Auto with Zohreh.

RESPONSE TO REQUEST FOR ADMISSIONS NO. 34:

Duplicative of Request for Admissions No. 16.

REQUEST FOR ADMISSIONS NO. 35:

1 Admit that you used Plaintiff's dba. Zip Zap Auto, without Plaintiff's consent to obtain
2 control over Plaintiff's assets for an economic advantage.

3 **RESPONSE TO REQUEST FOR ADMISSIONS NO. 35:**

4 Deny.

5 **REQUEST FOR ADMISSIONS NO. 36:**

6 Admit that you did not inform any customers of Zip Zap Auto after June 6, 2018 that Zip
7 Zap Auto was not being operated by Plaintiff.

8 **RESPONSE TO REQUEST FOR ADMISSIONS NO. 36:**

9 Objection, irrelevant and not likely to result in any admissible information, vague and
10 ambiguous and lacks foundation to the extent I am unable to admit or deny this request for
11 admissions, so I deny on that basis.

12 **REQUEST FOR ADMISSIONS NO. 37:**

13 Admit that you confused Plaintiff's former customers by doing business under the name
14 Zip Zap Auto.

15 **RESPONSE TO REQUEST FOR ADMISSIONS NO. 37:**

16 Objection, I lack the knowledge to answer this request, irrelevant and not likely to result
17 in any admissible information, vague and ambiguous and lacks foundation to the extent I am
18 unable to admit or deny this request for admissions, so I deny on that basis.

19 **REQUEST FOR ADMISSIONS NO. 38:**

20 Admit that you maintain possession of Plaintiff's business and its assets without payment
21 to Plaintiff.

22 **RESPONSE TO REQUEST FOR ADMISSIONS NO. 38:**

23 Deny.

24 **REQUEST FOR ADMISSIONS NO. 39:**

25 Admit that you liquidated, transferred, utilized and/or diverted assets from Plaintiff
26 without Plaintiff's consent or approval.

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RESPONSE TO REQUEST FOR ADMISSIONS NO. 39:

Deny.

REQUEST FOR ADMISSIONS NO. 40:

Admit that you made decisions about Zip Zap Auto that materially affected Plaintiff.

RESPONSE TO REQUEST FOR ADMISSIONS NO. 40:

Objection, I lack the knowledge to answer this request, irrelevant and not likely to result in any admissible information, vague and ambiguous and lacks foundation to the extent I am unable to admit or deny this request for admissions, so I deny on that basis.

DATED this 30th day of July, 2020.

WILLICK LAW GROUP

/s/ Lorien K. Cole

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Attorneys for Defendant, Hamid Sheikhai

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VERIFICATION

I, Hamid Sheikhai, am the Defendant in the above-entitled action. I have read the foregoing and know the contents thereof, and the same is true of my own knowledge, except as to those matters stated upon information and belief, and as to those matters, I believe them to be true.

I declare under penalty of perjury, under the laws of the State of Nevada and the United States (NRS 53.045 and 28 U.S.C. § 1746), that the foregoing is true and correct.

DATED this ____ day of July, 2020.


HAMID SHEIKHAI

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of the WILICK LAW GROUP and that on this 30th day of July, 2020, I caused the above and foregoing document to be served as follows:

- ☒ Pursuant to EDCR 8.05(a), EDCR 8.05(f), NRCP 5(b)(2)(D) and Administrative Order 14-2 captioned "In the Administrative Matter of Mandatory Electronic Service in the Eighth Judicial District Court," by mandatory electronic service through the Eighth Judicial District Court's electronic filing system.
- ☐ by placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada.
- ☐ pursuant to EDCR 7.26, to be sent via facsimile, by duly executed consent for service by electronic means.
- ☐ by hand delivery with signed Receipt of Copy.
- ☐ by First Class, Certified U.S. Mail.

To the person(s) listed below at the address, email address, and/or facsimile number indicated:

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/s/ Mallory Yeargan

An Employee of the WILICK LAW GROUP

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EXHIBIT “F”

RESP

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Attorneys for Defendant SLC, LLC

**DISTRICT COURT
CLARK COUNTY, NEVADA**

VITIOK, LLC, a Nevada Limited Liability
Company,

Plaintiff,

v.

SLC, LLC, a Nevada Limited Liability
Company; HAMID SHEIKHAI, an individual;
ZOHREH AMIRYAVARI, an individual, and
DOES I through X and ROE
CORPORATIONS I through X, inclusive,

Defendants

Case No. A-19-805955-C
Dept No. 22

**DEFENDANT SLC, LLC'S AMENDED RESPONSES TO
PLAINTIFF'S FIRST REQUEST FOR ADMISSIONS**

Pursuant to NRCP 36, Defendant SLC, LLC amends (amendments are underlined) its
previous responses to Plaintiff's First Requests for Admissions as follows:

REQUEST FOR ADMISSION NO. 1: Admit that Hamid is a member of SLC.

RESPONSE TO REQUEST FOR ADMISSION NO. 1: Deny. As discovery is still continuing,
Defendant retains its right to supplement this request.

REQUEST FOR ADMISSION NO. 2: Admit that Zohreh is a manager of SLC.

RESPONSE TO REQUEST FOR ADMISSION NO. 2: Deny. As discovery is still continuing,
Defendant retains its right to supplement this request.

1 **REQUEST FOR ADMISSION NO. 3:** Admit that in 2013, the Nevada Department of Motor
2 Vehicles issued a directive prohibiting Hamid from operating a smog repair facility.

3 **RESPONSE TO REQUEST FOR ADMISSION NO. 3:** Objection. The term “directive” is
4 vague. Subject to this objection, the Nevada Department of Motor Vehicles revoked his license
5 to operate a smog repair facility. As discovery is still continuing, Defendant retains its right to
6 supplement this request.
7

8 **REQUEST FOR ADMISSION NO. 4:** Admit that Hamid operates and/or oversees the day to day
9 operations of SLC.

10 **RESPONSE TO REQUEST FOR ADMISSION NO. 4:** Admit. As discovery is still
11 continuing, Defendant retains its right to supplement this request.
12

13 **REQUEST FOR ADMISSION NO. 5:** Admit that Hamid operated and/or oversaw the day to day
14 operations of Zip Zap Auto after June of 2018.

15 **RESPONSE TO REQUEST FOR ADMISSION NO. 5:** Admit. As discovery is still continuing,
16 Defendant retains its right to supplement this request.

17 **REQUEST FOR ADMISSION NO. 6:** Admit that Hamid currently operates and/or oversees the
18 day to day operations of Zip Zap Auto.

19 **RESPONSE TO REQUEST FOR ADMISSION NO. 6:** Admit. As discovery is still continuing,
20 Defendant retains its right to supplement this request.
21

22 **REQUEST FOR ADMISSION NO. 7:** Admit that you are Hamid’s alter ego.

23 **RESPONSE TO REQUEST FOR ADMISSION NO. 7:** Deny. As discovery is still continuing,
24 Defendant retains its right to supplement this request.

25 **REQUEST FOR ADMISSION NO. 8:** Admit that on June 1, 2014, Vitiok purchased Zip Zap
26 Auto business and its assets from Samir LLC.
27
28

1 **RESPONSE TO REQUEST FOR ADMISSION NO. 8:** Deny. As discovery is still continuing,
2 Defendant retains its right to supplement this request.

3 **REQUEST FOR ADMISSION NO. 9:** Admit that after Vitiok purchased Zip Zap Auto from
4 Samir LLC on June 1, 2014, that neither you or Hamid had any legal interest or right to Zip Zap
5 Auto, including but not limited to the business, its name, or its assets.

6 **RESPONSE TO REQUEST FOR ADMISSION NO. 9:** Deny. As discovery is still continuing,
7 Defendant retains its right to supplement this request.

8 **REQUEST FOR ADMISSION NO. 10:** Admit that on June 5, 2014, Vitiok registered “Zip Zap
9 Auto” as a dba of Vitiok.

10 **RESPONSE TO REQUEST FOR ADMISSION NO. 10:** Hamid Sheikhai registered Vitiok,
11 LLC, doing business as Zip Zap Auto in 2014. As discovery is still continuing, Defendant
12 retains its right to supplement this request.

13 **REQUEST FOR ADMISSION NO. 11:** Admit that in 2014, Vitiok began operating “Zip Zap
14 Auto” at 3230 N. Durango Road, Las Vegas, NV 89129.

15 **RESPONSE TO REQUEST FOR ADMISSION NO. 11:** Admit. Vitiok did run Zip Zap Auto
16 with Hamid’s permission. Vitiok did not own the name Zip Zap Auto. As discovery is still
17 continuing, Defendant retains its right to supplement this request.

18 **REQUEST FOR ADMISSION NO. 12:** Admit that on June 5, 2018, Stone & Stone LLC evicted
19 Vitiok from 3230 N. Durango Road, Las Vegas, NV 89129.

20 **RESPONSE TO REQUEST FOR ADMISSION NO. 12:** Deny. As discovery is still
21 continuing, Defendant retains its right to supplement this request.

22 **REQUEST FOR ADMISSION NO. 13:** Admit that Stone & Stone LLC commenced and
23 proceeded with the eviction of Vitiok from 3230 N. Durango Road, Las Vegas NV 89129 pursuant
24 to your direction and approval.

1 **RESPONSE TO REQUEST FOR ADMISSION NO. 13:** Deny. As discovery is still continuing,
2 Defendant retains its right to supplement this request.

3 **REQUEST FOR ADMISSION NO. 14:** Admit that on June 6, 2018, SLC began to operate
4 Vitiok's business under the name of Zip Zap Auto at 3230 N. Durango Road, Las Vegas, NV 89129.

5 **RESPONSE TO REQUEST FOR ADMISSION NO. 14:** **Admit. SLC did run Zip Zap Auto**
6 **with Hamid's permission. Vitiok did not own the name Zip Zap Auto.** As discovery is still
7 continuing, Defendant retains its right to supplement this request.

8 **REQUEST FOR ADMISSION NO. 15:** Admit that Hamid operated Zip Zap Auto after Vitiok
9 purchased Zip Zap Auto without Vitiok's consent.

10 **RESPONSE TO REQUEST FOR ADMISSION NO. 15:** Deny. As discovery is still continuing,
11 Defendant retains its right to supplement this request.

12 **REQUEST FOR ADMISSION NO. 16:** Admit that you used Vitiok's dba name of Zip Zap Auto
13 without Vitiok's consent or approval.

14 **RESPONSE TO REQUEST FOR ADMISSION NO. 16:** Deny. As discovery is still continuing,
15 Defendant retains its right to supplement this request.

16 **REQUEST FOR ADMISSION NO. 17:** Admit that you used Vitiok's assets, customer directory,
17 good will, and its computer data base.

18 **RESPONSE TO REQUEST FOR ADMISSION NO. 17:** **Objection. The Request is compound.**
19 As discovery is still continuing, Defendant retains its right to supplement this request.

20 **REQUEST FOR ADMISSION NO. 18:** Admit that Hamid realized a financial benefit from Zip
21 Zap Auto after June 6, 2018.

22 **RESPONSE TO REQUEST FOR ADMISSION NO. 18:** Deny. As discovery is still
23 continuing, Defendant retains its right to supplement this request.

1 **REQUEST FOR ADMISSION NO. 19:** Admit that you have not provided Vitiok any portion of
2 the income, revenue, or benefits that was realized through Zip Zap Auto after June 6, 2018.

3 **RESPONSE TO REQUEST FOR ADMISSION NO. 19:** Deny. As discovery is still
4 continuing, Defendant retains its right to supplement this request.

5 **REQUEST FOR ADMISSION NO. 20:** Admit that Vitiok had existing business and economic
6 interest in Zip Zap Auto after its purchase of Zip Zap Auto in 2014.

7 **RESPONSE TO REQUEST FOR ADMISSION NO. 20:** Deny. As discovery is still continuing,
8 Defendant retains its right to supplement this request.

9 **REQUEST FOR ADMISSION NO. 21:** Admit that you knew of Vitiok's economic interest in Zip
10 Zap Auto.

11 **RESPONSE TO REQUEST FOR ADMISSION NO. 21:** Deny. As discovery is still continuing,
12 Defendant retains its right to supplement this request.

13 **REQUEST FOR ADMISSION NO. 22:** Admit that you operated your business under the name
14 Zip Zap Auto without Vitiok's consent.

15 **RESPONSE TO REQUEST FOR ADMISSION NO. 22:**

16 Deny. As discovery is still continuing, Defendant retains its right to supplement this
17 request.

18 **REQUEST FOR ADMISSION NO. 23:** Admit that you used Vitiok's dba. Zip Zap Auto, without
19 Vitiok's consent to collect money using Vitiok's dba. Zip Zap Auto.

20 **RESPONSE TO REQUEST FOR ADMISSION NO. 23:** Deny. As discovery is still continuing,
21 Defendant retains its right to supplement this request.

22 **REQUEST FOR ADMISSION NO. 24:** Admit that you used Vitiok's dba. Zip Zap Auto, without
23 Vitiok's consent to obtain control over Vitiok's assets for an economic advantage.

1 **RESPONSE TO REQUEST FOR ADMISSION NO. 24:** Deny. As discovery is still
2 continuing, Defendant retains its right to supplement this request.

3 **REQUEST FOR ADMISSION NO. 25:** Admit that you did not inform any customers of Zip Zap
4 Auto after June 6, 2020, that Vitiok had been evicted.

5 **RESPONSE TO REQUEST FOR ADMISSION NO. 25:** Objection. The Request is vague,
6 ambiguous, and not reasonably calculated to lead to the discovery of admissible evidence. As
7 discovery is still continuing, Defendant retains its right to supplement this request.

8 **REQUEST FOR ADMISSION NO. 26:** Admit that you did not inform any customers of Zip Zap
9 Auto after June 6, 2018 that Zip Zap Auto was being operated under/by different persons and a
10 different entity.

11 **RESPONSE TO REQUEST FOR ADMISSION NO. 26:** Objection. The Request is vague,
12 ambiguous, and not reasonably calculated to lead to the discovery of admissible evidence. As
13 discovery is still continuing, Defendant retains its right to supplement this request.

14 **REQUEST FOR ADMISSION NO. 27:** Admit that you confused and/or misled Vitiok's former
15 customers by doing business under the name Zip Zap Auto.

16 **RESPONSE TO REQUEST FOR ADMISSION NO. 27:** Objection. The Request lacks
17 foundation, seeks for a party narrative as to the events in this matter, and is not reasonably
18 calculated to lead to the discovery of admissible evidence. As discovery is still continuing,
19 Defendant retains its right to supplement this request.

20 **REQUEST FOR ADMISSION NO. 28:** Admit that you maintain possession of Vitiok's business
21 and its assets without payment to Vitiok.

22 **RESPONSE TO REQUEST FOR ADMISSION NO. 28:** Deny. As discovery is still
23 continuing, Defendant retains its right to supplement this request.

1 **REQUEST FOR ADMISSION NO. 29:** Admit that you liquidated, transferred, utilized and/or
2 diverted assets from Vitiok without Vitiok's consent or approval.

3 **RESPONSE TO REQUEST FOR ADMISSION NO. 29:** Deny. As discovery is still continuing,
4 Defendant retains its right to supplement this request.

5 **REQUEST FOR ADMISSION NO. 30:** Admit that Hamid made decisions about Zip Zap Auto
6 that materially affected Vitiok.

7 **RESPONSE TO REQUEST FOR ADMISSION NO. 30:** Objection. The Request is vague as to
8 the term "decisions." As discovery is still continuing, Defendant retains its right to supplement
9 this request.

10 **REQUEST FOR ADMISSION NO. 31:** Admit that you did not recognize or acknowledge
11 Vitiok's ownership in Zip Zap Auto.

12 **RESPONSE TO REQUEST FOR ADMISSION NO. 31:** Objection. The Request is vague and
13 ambiguous as to the terms "recognize" and "acknowledge." Moreover, the Request is not
14 reasonably calculated to lead to the discovery of admissible evidence. As discovery is still
15 continuing, Defendant retains its right to supplement this request.

16 **REQUEST FOR ADMISSION NO. 32:** Admit that Vitiok is the owner of Zip Zap Auto.

17 **RESPONSE TO REQUEST FOR ADMISSION NO. 32:** Deny. As discovery is still continuing,
18 Defendant retains its right to supplement this request.

19 **REQUEST FOR ADMISSION NO. 33:** Admit that you did not purchase Zip Zap Auto from
20 Vitiok.

21 **RESPONSE TO REQUEST FOR ADMISSION NO. 33:** Admit. As discovery is still
22 continuing, Defendant retains its right to supplement this request.

23 **REQUEST FOR ADMISSION NO. 34:** Admit that you did not purchase the name of Zip Zap
24 Auto from Vitiok.

1 **RESPONSE TO REQUEST FOR ADMISSION NO. 34:** Admit. As discovery is still
2 continuing, Defendant retains its right to supplement this request.

3 **REQUEST FOR ADMISSION NO. 35:** Admit that you did not purchase the assets of Zip Zap
4 Auto from Vitiok.

5 **RESPONSE TO REQUEST FOR ADMISSION NO. 35:** Admit. As discovery is still
6 continuing, Defendant retains its right to supplement this request.

7 **REQUEST FOR ADMISSION NO. 36:** Admit that you did not have the permission to operate,
8 profit from, or use the assets of Vitiok and Zip Zap Auto.

9 **RESPONSE TO REQUEST FOR ADMISSION NO. 36:** Deny. As discovery is still continuing,
10 Defendant retains its right to supplement this request.

11 **REQUEST FOR ADMISSION NO. 37:** Admit that Vitiok has a right to all financial information
12 of Zip Zap Auto.

13 **RESPONSE TO REQUEST FOR ADMISSION NO. 37:** Deny. As discovery is still continuing,
14 Defendant retains its right to supplement this request.

15 **REQUEST FOR ADMISSION NO. 38:** Admit that Hamid is the individual who makes the
16 decisions for SLC.

17 **RESPONSE TO REQUEST FOR ADMISSION NO. 38:** Admit. As discovery is still
18 continuing, Defendant retains its right to supplement this request.

19 **REQUEST FOR ADMISSION NO. 39:** Admit that SLC only follows the directives and direction
20 given by Hamid.

21 ///

RESPONSE TO REQUEST FOR ADMISSION NO. 39: Admit. As discovery is still continuing, Defendant retains its right to supplement this request.

DATED this 28th day of July, 2020.

HUTCHISON & STEFFEN, PLLC

/s/Christian Orme

Jacob A. Reynolds (10199)

Christian M. Orme (10175)

Attorneys for Defendant SLC, LLC

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of HUTCHISON & STEFFEN, PLLC and that on this 28th day of July, 2020, I caused the document entitled **DEFENDANT SLC, LLC'S AMENDED RESPONSES TO PLAINTIFF'S FIRST REQUEST FOR ADMISSIONS**

to be served as follows:

- ☒ to be electronically served through the Eighth Judicial District Court's electronic filing system pursuant to NEFCR (9); and/or
- ☐ to be placed in the U.S. Mail with pre-paid first-class postage; and/or
- ☐ to be faxed; and/or
- ☐ to be hand-delivered

to the attorneys listed below:

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/s/ Danielle Kelley

An employee of Hutchison & Steffen, PLLC

EXHIBIT “G”

RESP

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Attorneys for Defendant SLC, LLC

**DISTRICT COURT
CLARK COUNTY, NEVADA**

VITIOK, LLC, a Nevada Limited Liability
Company,

Plaintiff,

v.

SLC, LLC, a Nevada Limited Liability
Company; HAMID SHEIKHAI, an individual;
ZOHREH AMIRYAVARI, an individual, and
DOES I through X and ROE
CORPORATIONS I through X, inclusive,

Defendants

Case No. A-19-805955-C
Dept No. 22

**DEFENDANT SLC, LLC'S AMENDED RESPONSES TO
PLAINTIFF'S FIRST REQUEST FOR ADMISSIONS**

Pursuant to NRCP 36, Defendant SLC, LLC amends (amendments are underlined) its
previous responses to Plaintiff's First Requests for Admissions as follows:

REQUEST FOR ADMISSION NO. 1: Admit that Hamid is a member of SLC.

RESPONSE TO REQUEST FOR ADMISSION NO. 1: Deny. As discovery is still continuing,
Defendant retains its right to supplement this request.

REQUEST FOR ADMISSION NO. 2: Admit that Zohreh is a manager of SLC.

RESPONSE TO REQUEST FOR ADMISSION NO. 2: Deny. As discovery is still continuing,
Defendant retains its right to supplement this request.

1 **REQUEST FOR ADMISSION NO. 3:** Admit that in 2013, the Nevada Department of Motor
2 Vehicles issued a directive prohibiting Hamid from operating a smog repair facility.

3 **RESPONSE TO REQUEST FOR ADMISSION NO. 3:** Objection. The term “directive” is
4 vague. Subject to this objection, the Nevada Department of Motor Vehicles revoked his license
5 to operate a smog repair facility. As discovery is still continuing, Defendant retains its right to
6 supplement this request.
7

8 **REQUEST FOR ADMISSION NO. 4:** Admit that Hamid operates and/or oversees the day to day
9 operations of SLC.

10 **RESPONSE TO REQUEST FOR ADMISSION NO. 4:** Admit. As discovery is still
11 continuing, Defendant retains its right to supplement this request.

12 **REQUEST FOR ADMISSION NO. 5:** Admit that Hamid operated and/or oversaw the day to day
13 operations of Zip Zap Auto after June of 2018.

14 **RESPONSE TO REQUEST FOR ADMISSION NO. 5:** Admit. As discovery is still continuing,
15 Defendant retains its right to supplement this request.

16 **REQUEST FOR ADMISSION NO. 6:** Admit that Hamid currently operates and/or oversees the
17 day to day operations of Zip Zap Auto.

18 **RESPONSE TO REQUEST FOR ADMISSION NO. 6:** Admit. As discovery is still continuing,
19 Defendant retains its right to supplement this request.

20 **REQUEST FOR ADMISSION NO. 7:** Admit that you are Hamid’s alter ego.

21 **RESPONSE TO REQUEST FOR ADMISSION NO. 7:** Deny. As discovery is still continuing,
22 Defendant retains its right to supplement this request.

23 **REQUEST FOR ADMISSION NO. 8:** Admit that on June 1, 2014, Vitiok purchased Zip Zap
24 Auto business and its assets from Samir LLC.

1 **RESPONSE TO REQUEST FOR ADMISSION NO. 8:** Deny. As discovery is still continuing,
2 Defendant retains its right to supplement this request.

3 **REQUEST FOR ADMISSION NO. 9:** Admit that after Vitiok purchased Zip Zap Auto from
4 Samir LLC on June 1, 2014, that neither you or Hamid had any legal interest or right to Zip Zap
5 Auto, including but not limited to the business, its name, or its assets.

6 **RESPONSE TO REQUEST FOR ADMISSION NO. 9:** Deny. As discovery is still continuing,
7 Defendant retains its right to supplement this request.

8 **REQUEST FOR ADMISSION NO. 10:** Admit that on June 5, 2014, Vitiok registered “Zip Zap
9 Auto” as a dba of Vitiok.

10 **RESPONSE TO REQUEST FOR ADMISSION NO. 10:** Hamid Sheikhai registered Vitiok,
11 LLC, doing business as Zip Zap Auto in 2014. As discovery is still continuing, Defendant
12 retains its right to supplement this request.

13 **REQUEST FOR ADMISSION NO. 11:** Admit that in 2014, Vitiok began operating “Zip Zap
14 Auto” at 3230 N. Durango Road, Las Vegas, NV 89129.

15 **RESPONSE TO REQUEST FOR ADMISSION NO. 11:** Admit. Vitiok did run Zip Zap Auto
16 with Hamid’s permission. Vitiok did not own the name Zip Zap Auto. As discovery is still
17 continuing, Defendant retains its right to supplement this request.

18 **REQUEST FOR ADMISSION NO. 12:** Admit that on June 5, 2018, Stone & Stone LLC evicted
19 Vitiok from 3230 N. Durango Road, Las Vegas, NV 89129.

20 **RESPONSE TO REQUEST FOR ADMISSION NO. 12:** Deny. As discovery is still
21 continuing, Defendant retains its right to supplement this request.

22 **REQUEST FOR ADMISSION NO. 13:** Admit that Stone & Stone LLC commenced and
23 proceeded with the eviction of Vitiok from 3230 N. Durango Road, Las Vegas NV 89129 pursuant
24 to your direction and approval.

1 **RESPONSE TO REQUEST FOR ADMISSION NO. 13:** Deny. As discovery is still continuing,
2 Defendant retains its right to supplement this request.

3 **REQUEST FOR ADMISSION NO. 14:** Admit that on June 6, 2018, SLC began to operate
4 Vitiok's business under the name of Zip Zap Auto at 3230 N. Durango Road, Las Vegas, NV 89129.

5 **RESPONSE TO REQUEST FOR ADMISSION NO. 14:** **Admit. SLC did run Zip Zap Auto**
6 **with Hamid's permission. Vitiok did not own the name Zip Zap Auto.** As discovery is still
7 continuing, Defendant retains its right to supplement this request.

8 **REQUEST FOR ADMISSION NO. 15:** Admit that Hamid operated Zip Zap Auto after Vitiok
9 purchased Zip Zap Auto without Vitiok's consent.

10 **RESPONSE TO REQUEST FOR ADMISSION NO. 15:** Deny. As discovery is still continuing,
11 Defendant retains its right to supplement this request.

12 **REQUEST FOR ADMISSION NO. 16:** Admit that you used Vitiok's dba name of Zip Zap Auto
13 without Vitiok's consent or approval.

14 **RESPONSE TO REQUEST FOR ADMISSION NO. 16:** Deny. As discovery is still continuing,
15 Defendant retains its right to supplement this request.

16 **REQUEST FOR ADMISSION NO. 17:** Admit that you used Vitiok's assets, customer directory,
17 good will, and its computer data base.

18 **RESPONSE TO REQUEST FOR ADMISSION NO. 17:** **Objection. The Request is compound.**
19 As discovery is still continuing, Defendant retains its right to supplement this request.

20 **REQUEST FOR ADMISSION NO. 18:** Admit that Hamid realized a financial benefit from Zip
21 Zap Auto after June 6, 2018.

22 **RESPONSE TO REQUEST FOR ADMISSION NO. 18:** Deny. As discovery is still
23 continuing, Defendant retains its right to supplement this request.

1 **REQUEST FOR ADMISSION NO. 19:** Admit that you have not provided Vitiok any portion of
2 the income, revenue, or benefits that was realized through Zip Zap Auto after June 6, 2018.

3 **RESPONSE TO REQUEST FOR ADMISSION NO. 19:** Deny. As discovery is still
4 continuing, Defendant retains its right to supplement this request.

5 **REQUEST FOR ADMISSION NO. 20:** Admit that Vitiok had existing business and economic
6 interest in Zip Zap Auto after its purchase of Zip Zap Auto in 2014.

7 **RESPONSE TO REQUEST FOR ADMISSION NO. 20:** Deny. As discovery is still continuing,
8 Defendant retains its right to supplement this request.

9 **REQUEST FOR ADMISSION NO. 21:** Admit that you knew of Vitiok's economic interest in Zip
10 Zap Auto.

11 **RESPONSE TO REQUEST FOR ADMISSION NO. 21:** Deny. As discovery is still continuing,
12 Defendant retains its right to supplement this request.

13 **REQUEST FOR ADMISSION NO. 22:** Admit that you operated your business under the name
14 Zip Zap Auto without Vitiok's consent.

15 **RESPONSE TO REQUEST FOR ADMISSION NO. 22:**

16 Deny. As discovery is still continuing, Defendant retains its right to supplement this
17 request.

18 **REQUEST FOR ADMISSION NO. 23:** Admit that you used Vitiok's dba. Zip Zap Auto, without
19 Vitiok's consent to collect money using Vitiok's dba. Zip Zap Auto.

20 **RESPONSE TO REQUEST FOR ADMISSION NO. 23:** Deny. As discovery is still continuing,
21 Defendant retains its right to supplement this request.

22 **REQUEST FOR ADMISSION NO. 24:** Admit that you used Vitiok's dba. Zip Zap Auto, without
23 Vitiok's consent to obtain control over Vitiok's assets for an economic advantage.

1 **RESPONSE TO REQUEST FOR ADMISSION NO. 24:** Deny. As discovery is still
2 continuing, Defendant retains its right to supplement this request.

3 **REQUEST FOR ADMISSION NO. 25:** Admit that you did not inform any customers of Zip Zap
4 Auto after June 6, 2020, that Vitiok had been evicted.

5 **RESPONSE TO REQUEST FOR ADMISSION NO. 25:** Objection. The Request is vague,
6 ambiguous, and not reasonably calculated to lead to the discovery of admissible evidence. As
7 discovery is still continuing, Defendant retains its right to supplement this request.

8 **REQUEST FOR ADMISSION NO. 26:** Admit that you did not inform any customers of Zip Zap
9 Auto after June 6, 2018 that Zip Zap Auto was being operated under/by different persons and a
10 different entity.

11 **RESPONSE TO REQUEST FOR ADMISSION NO. 26:** Objection. The Request is vague,
12 ambiguous, and not reasonably calculated to lead to the discovery of admissible evidence. As
13 discovery is still continuing, Defendant retains its right to supplement this request.

14 **REQUEST FOR ADMISSION NO. 27:** Admit that you confused and/or misled Vitiok's former
15 customers by doing business under the name Zip Zap Auto.

16 **RESPONSE TO REQUEST FOR ADMISSION NO. 27:** Objection. The Request lacks
17 foundation, seeks for a party narrative as to the events in this matter, and is not reasonably
18 calculated to lead to the discovery of admissible evidence. As discovery is still continuing,
19 Defendant retains its right to supplement this request.

20 **REQUEST FOR ADMISSION NO. 28:** Admit that you maintain possession of Vitiok's business
21 and its assets without payment to Vitiok.

22 **RESPONSE TO REQUEST FOR ADMISSION NO. 28:** Deny. As discovery is still
23 continuing, Defendant retains its right to supplement this request.

1 **REQUEST FOR ADMISSION NO. 29:** Admit that you liquidated, transferred, utilized and/or
2 diverted assets from Vitiok without Vitiok's consent or approval.

3 **RESPONSE TO REQUEST FOR ADMISSION NO. 29:** Deny. As discovery is still continuing,
4 Defendant retains its right to supplement this request.

5 **REQUEST FOR ADMISSION NO. 30:** Admit that Hamid made decisions about Zip Zap Auto
6 that materially affected Vitiok.

7 **RESPONSE TO REQUEST FOR ADMISSION NO. 30:** Objection. The Request is vague as to
8 the term "decisions." As discovery is still continuing, Defendant retains its right to supplement
9 this request.

10 **REQUEST FOR ADMISSION NO. 31:** Admit that you did not recognize or acknowledge
11 Vitiok's ownership in Zip Zap Auto.

12 **RESPONSE TO REQUEST FOR ADMISSION NO. 31:** Objection. The Request is vague and
13 ambiguous as to the terms "recognize" and "acknowledge." Moreover, the Request is not
14 reasonably calculated to lead to the discovery of admissible evidence. As discovery is still
15 continuing, Defendant retains its right to supplement this request.

16 **REQUEST FOR ADMISSION NO. 32:** Admit that Vitiok is the owner of Zip Zap Auto.

17 **RESPONSE TO REQUEST FOR ADMISSION NO. 32:** Deny. As discovery is still continuing,
18 Defendant retains its right to supplement this request.

19 **REQUEST FOR ADMISSION NO. 33:** Admit that you did not purchase Zip Zap Auto from
20 Vitiok.

21 **RESPONSE TO REQUEST FOR ADMISSION NO. 33:** Admit. As discovery is still
22 continuing, Defendant retains its right to supplement this request.

23 **REQUEST FOR ADMISSION NO. 34:** Admit that you did not purchase the name of Zip Zap
24 Auto from Vitiok.

1 **RESPONSE TO REQUEST FOR ADMISSION NO. 34:** Admit. As discovery is still
2 continuing, Defendant retains its right to supplement this request.

3 **REQUEST FOR ADMISSION NO. 35:** Admit that you did not purchase the assets of Zip Zap
4 Auto from Vitiok.

5 **RESPONSE TO REQUEST FOR ADMISSION NO. 35:** Admit. As discovery is still
6 continuing, Defendant retains its right to supplement this request.

7 **REQUEST FOR ADMISSION NO. 36:** Admit that you did not have the permission to operate,
8 profit from, or use the assets of Vitiok and Zip Zap Auto.

9 **RESPONSE TO REQUEST FOR ADMISSION NO. 36:** Deny. As discovery is still continuing,
10 Defendant retains its right to supplement this request.

11 **REQUEST FOR ADMISSION NO. 37:** Admit that Vitiok has a right to all financial information
12 of Zip Zap Auto.

13 **RESPONSE TO REQUEST FOR ADMISSION NO. 37:** Deny. As discovery is still continuing,
14 Defendant retains its right to supplement this request.

15 **REQUEST FOR ADMISSION NO. 38:** Admit that Hamid is the individual who makes the
16 decisions for SLC.

17 **RESPONSE TO REQUEST FOR ADMISSION NO. 38:** Admit. As discovery is still
18 continuing, Defendant retains its right to supplement this request.

19 **REQUEST FOR ADMISSION NO. 39:** Admit that SLC only follows the directives and direction
20 given by Hamid.

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1 **RESPONSE TO REQUEST FOR ADMISSION NO. 39: Admit. As discovery is still**
2 **continuing, Defendant retains its right to supplement this request.**

3 DATED this 28th day of July, 2020.

4 HUTCHISON & STEFFEN, PLLC

5
6 /s/Christian Orme

7 Jacob A. Reynolds (10199)

8 Christian M. Orme (10175)

9 Attorneys for Defendant SLC, LLC
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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of HUTCHISON & STEFFEN, PLLC and that on this 28th day of July, 2020, I caused the document entitled **DEFENDANT SLC, LLC'S AMENDED RESPONSES TO PLAINTIFF'S FIRST REQUEST FOR ADMISSIONS**

to be served as follows:

- ☒ to be electronically served through the Eighth Judicial District Court's electronic filing system pursuant to NEFCR (9); and/or
- ☐ to be placed in the U.S. Mail with pre-paid first-class postage; and/or
- ☐ to be faxed; and/or
- ☐ to be hand-delivered

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An employee of Hutchison & Steffen, PLLC

EXHIBIT “H”

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DISTRICT COURT
CLARK COUNTY, NEVADA

VITIOK, LLC, a Nevada Limited Liability
Company,

Plaintiff,

v.

SLC, LLC, a Nevada Limited Liability
Company; HAMID SHEIKHAI, an individual;
ZOHREH AMIRYAVARI, an individual, and
DOES I through X and ROE
CORPORATIONS I through X, inclusive,

Defendants

Case No. A-19-805955-C
Dept No. 22

**DEFENDANT SLC LLC'S RESPONSES TO
PLAINTIFF'S FIRST SET OF INTERROGATORIES**

Pursuant to NRCP 33, Defendant SLC LLC responds to Plaintiff's First Set of Interrogatories
as follows:

INTERROGATORY NO. 1: Describe and identify, in detail, your officers, members, board of
directors, and managers with name, position(s) held, and ownership percentage along with the dates
of each change.

RESPONSE TO INTERROGATORY NO. 1: Objection. The Interrogatory calls for a lengthy
narrative response more suited for a deposition. Moreover, the Interrogatory calls for

1 information that is equally available to the requesting party and therefore unduly burdensome.

2 As discovery is ongoing, Defendant retains the right to amend this response.

3 **INTERROGATORY NO. 2:** Describe and identify, in detail, the name and/or capacity of persons
4 authorized to enter into contracts and authorize payment made on your behalf during the period
5 between June 1, 2017 and the present.

6 **RESPONSE TO INTERROGATORY NO. 2:** Objection. The Interrogatory seeks information
7 outside the scope of the Defendant's knowledge, calls for speculation, and is not narrowly
8 tailored to lead to the discovery of admissible evidence. Without waiving the foregoing
9 objections, Defendant responds as follows: Hamid Sheikhai retained the authority to enter into
10 contracts and authorize payments on behalf of SLC, LLC. As discovery is ongoing, Defendant
11 retains the right to amend this response.

12 **INTERROGATORY NO. 3:** Describe and identify, in detail, all agreements entered into and/or
13 executed on your behalf authorizing you or other persons to hire and/or report employees,
14 independent contractors, subcontractors, or other individuals/entities that obtained any money under
15 the name, through, and/or from Zip Zap Auto.

16 **RESPONSE TO INTERROGATORY NO. 3:** Objection. The Interrogatory is overly broad
17 and not properly limited in time or scope. Moreover, the Interrogatory is unduly burdensome
18 to the extent it seeks information not readily available to Defendant SLC, LLC. Without
19 waiving the foregoing objections, Defendant responds as follows: Hamid Sheikhai was
20 authorized to hire and/or report employees, independent contractors, subcontractors, or other
21 individuals/entities that obtained money through and/or from Zip Zap Auto. As discovery is
22 ongoing, Defendant retains the right to amend this response.

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1 **INTERROGATORY NO. 4:** Describe and identify, in detail, all agreements between you and any
2 person for the sharing of work, projects, or employees which were effective during the period
3 between June 8, 2018 and the present.

4 **RESPONSE TO INTERROGATORY NO. 4:** Objection. The Interrogatory is vague,
5 ambiguous, and overbroad as to “all agreements” and “any person.” As a result of the
6 overbreadth and vagueness of this request, it is likewise overly burdensome. As discovery is
7 ongoing, Defendant retains the right to amend this response.
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9 **INTERROGATORY NO. 5:** Describe and identify, in detail, the sole proprietorship, partnership,
10 corporate or other business status of any subcontractor or other individual or entity performing any
11 work on your behalf during the period between June 1, 2018 and the present.

12 **RESPONSE TO INTERROGATORY NO. 5:** Objection. The scope of the Interrogatory is too
13 broad, unduly burdensome and not narrowly tailored to lead to the discovery of admissible
14 evidence. Moreover, Defendant objects that the Interrogatory is overbroad and vague as to the
15 term “any work.” As discovery is ongoing, Defendant retains the right to amend this response.
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17 **INTERROGATORY NO. 6:** Describe and identify, in detail, all bids, proposals, offers, and
18 contracts prepared on your behalf during the period between June 1, 2018 and the present.

19 **RESPONSE TO INTERROGATORY NO. 6:** Objection. The Interrogatory lacks foundation,
20 calls for speculation, and is overbroad in scope. Defendant further objects that the
21 Interrogatory is not narrowly tailored to lead to the discovery of admissible evidence. Without
22 waiving the foregoing objections, Defendant responds as follows: SLC, LLC maintains that no
23 bids, proposals, offers, or contracts were prepared on behalf of SLC, LLC during the period
24 between June 1, 2018 and the present. As discovery is ongoing, Defendant retains the right to
25 amend this response.
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1 **INTERROGATORY NO. 7:** Describe and identify, in detail, all worker's compensation or general
2 liability insurance policies, in effect between June 1, 2017 and the present, in which you or Zip Zap
3 Auto is named as an insured or additional insured.

4 **RESPONSE TO INTERROGATORY NO. 7:** Objection. The Interrogatory calls for a lengthy
5 narrative response more suited for a deposition. Moreover, the Interrogatory is unduly
6 burdensome to the extent it seeks information not readily available to Defendant. As discovery
7 is ongoing, Defendant retains the right to amend this response.

9 **INTERROGATORY NO. 8:** Describe and identify, in detail, all real property owned, leased,
10 occupied, or utilized by you between June 1, 2018 and the present.

11 **RESPONSE TO INTERROGATORY NO. 8:** Objection. The Interrogatory is wholly
12 irrelevant and not reasonably calculated to lead to the discovery of admissible evidence.
13 Without waiving the foregoing objections, Defendant responds as follows: SLC LLC owns no
14 residential property. As discovery is ongoing, Defendant retains the right to amend this
15 response.

17 **INTERROGATORY NO. 9:** Describe and identify, in detail, any ownership interest you had or
18 have in any motor vehicle, heavy equipment, or machinery during the period between June 1, 2017
19 and the present.

20 **RESPONSE TO INTERROGATORY NO. 9:** Objection. The Interrogatory is unduly
21 burdensome to the extent it seeks information not readily available to Defendant. Moreover,
22 the Interrogatory is overly broad and not narrowly tailored to lead to the discovery of
23 admissible evidence. Without waiving the foregoing objections, Defendant responds as follows:
24 SLC, LLC owns no motor vehicles. As discovery is ongoing, Defendant retains the right to
25 amend this response.
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1 **INTERROGATORY NO. 10:** Describe and identify, in detail, all insurance coverage for each item
2 of property listed in response to Interrogatory number 8 and 9.

3 **RESPONSE TO INTERROGATORY NO. 10:** Objection. The Interrogatory calls for a lengthy
4 narrative response more suited for a deposition. Moreover, the Interrogatory is overly broad,
5 unduly burdensome, and not narrowly tailored to lead to the discovery of admissible evidence.
6 As discovery is ongoing, Defendant retains the right to amend this response.
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8 **INTERROGATORY NO. 11:** Describe and identify, in detail, all contracts, agreements, assets or
9 liabilities transferred or assigned by you to any other entity during the period between June 1, 2017
10 and the present.

11 **RESPONSE TO INTERROGATORY NO. 11:** Objection. The Interrogatory is vague,
12 ambiguous, and overbroad. As a result of the overbreadth and vagueness of the Interrogatory,
13 it is likewise overly burdensome. Moreover, the Interrogatory is not reasonably calculated to
14 lead to the discovery of admissible evidence. Without waiving the foregoing objections,
15 Defendant responds as follows: SLC, LLC transferred no contracts, agreements, assets or
16 liabilities to any other entity during the period between June 1, 2017 and the present. As
17 discovery is ongoing, Defendant retains the right to amend this response.
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19 **INTERROGATORY NO. 12:** Describe and identify, in detail, All contracts or other agreements
20 between you and any other entity involving the rendering of payroll processing or management
21 consulting services to, or on your behalf during the period between June 1, 2017 and the present.
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23 **RESPONSE TO INTERROGATORY NO. 12:** Objection. The Interrogatory is unduly
24 burdensome to the extent it seeks information not readily available to Defendant. Defendant
25 further objects that the scope of the Interrogatory is overbroad and not narrowly tailored to
26 lead to the discovery of admissible evidence. As discovery is ongoing, Defendant retains the
27 right to amend this response.
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1 **INTERROGATORY NO. 13:** Describe and identify, in detail, all loans, salary, bonuses, or
2 repayment of loans between you and Hamid from January 1, 2017 and the present date.

3 **RESPONSE TO INTERROGATORY NO. 13:** Objection. The scope of the Interrogatory is
4 overbroad, unduly burdensome and not narrowly tailored to lead to the discovery of
5 admissible evidence. Without waiving the foregoing objections, Defendant responds as follows:
6 SLC, LLC did engage in loans with Hamid Sheikhai from January 1, 2017 to the present date.
7 As discovery is ongoing, Defendant retains the right to amend this response.
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9 **INTERROGATORY NO. 14:** Describe and identify, in detail, all loans, salary, bonuses, or
10 repayment of loans between you and Zohreh from January 1, 2017 and the present date.

11 **RESPONSE TO INTERROGATORY NO. 14:** Objection. The scope of the Interrogatory is
12 overbroad, unduly burdensome and not narrowly tailored to lead to the discovery of
13 admissible evidence. As discovery is ongoing, Defendant retains the right to amend this
14 response.
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16 **INTERROGATORY NO. 15:** Describe and identify, in detail SLC's purchase of Zip Zap Auto and
17 its Assets from Plaintiff.

18 **RESPONSE TO INTERROGATORY NO. 15:** Objection. The Interrogatory seeks for legal
19 conclusions and/or a party narrative as to events in this matter. Defendant further objects that
20 the term "Assets" is vague, overbroad, and not reasonably calculated to lead to the discovery
21 of admissible evidence. Without waiving the foregoing objections, Defendant responds as
22 follows: SLC, LLC never purchased Zip Zap Auto. As discovery is ongoing, Defendant retains
23 the right to amend this response.
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25 **INTERROGATORY NO. 16:** Describe and identify, in detail any and all judicial, administrative,
26 and/or governmental proceedings (federal, state, and local) to which you have been a party at any
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1 time, such as lawsuits, bankruptcy proceedings, licensing matters, discipline proceedings, and other
2 matters.

3 **RESPONSE TO INTERROGATORY NO. 16:** Objection. The Interrogatory calls for
4 information that is equally available to the requesting party and is therefore unduly
5 burdensome. Without waiving the foregoing objection, Defendant responds as follows: the
6 current matter is the first and only to which SLC, LLC has been a party of any judicial,
7 administrative, or governmental proceeding. As discovery is ongoing, Defendant retains the
8 right to amend this response.

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10 **INTERROGATORY NO. 17:** Describe and identify, in detail any and all agreements and contracts
11 between you and Hamid.

12 **RESPONSE TO INTERROGATORY NO. 17:** Objection. The Interrogatory is vague,
13 ambiguous, and overbroad. Moreover, the Interrogatory calls for a lengthy narrative response
14 more suited for a deposition, and is indefinite and remote as to time and scope. Without
15 waiving the foregoing objections, Defendant responds as follows: Hamid Sheikhai executed
16 documents related to Hamid's singular ownership of Zip Zap Auto. As discovery is ongoing,
17 Defendant retains the right to amend this response.

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19 **INTERROGATORY NO. 18:** Describe and identify, in detail any and all agreements and contracts
20 between you and Zohreh.

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22 **RESPONSE TO INTERROGATORY NO. 18:** Objection. The Interrogatory is overly broad
23 and not properly limited in time or scope. Moreover, the Interrogatory is not reasonably
24 calculated to lead to the discovery of admissible evidence. Without waiving the foregoing
25 objections, Defendant responds as follows: SLC, LLC executed no agreements or contracts
26 with Zohreh Amiryavari. As discovery is ongoing, Defendant retains the right to amend this
27 response.
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1 **INTERROGATORY NO. 19:** Describe and identify, in detail any and all agreements and contracts
2 between you and Plaintiff.

3 **RESPONSE TO INTERROGATORY NO. 19:** Objection. The Interrogatory is overly broad
4 and not properly limited in time or scope. Moreover, the Interrogatory is not reasonably
5 calculated to lead to the discovery of admissible evidence. Without waiving the foregoing
6 objections, Defendant responds as follows: SLC, LLC executed no agreements or contracts
7 with Plaintiff, Vitiok, LLC. As discovery is ongoing, Defendant retains the right to amend this
8 response.
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10 **INTERROGATORY NO. 20:** Describe and identify, in detail Hamid's duties, responsibilities and
11 all work performed by Hamid for you since 2016.

12 **RESPONSE TO INTERROGATORY NO. 20:** Objection. The Interrogatory calls for a lengthy
13 narrative response more suited for a deposition, calls for speculation, and is overbroad in
14 scope. Moreover, the Interrogatory is vague as to the term "all work" and is thus unduly
15 burdensome. Without waiving the foregoing objections, Defendant responds as follows: Hamid
16 Sheikhai performed various tasks at the car repair facility involved in this matter. As
17 discovery is ongoing, Defendant retains the right to amend this response.
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19 **INTERROGATORY NO. 21:** Describe and identify, in detail Zohreh's duties, responsibilities and
20 all work performed by Zohreh for you since 2016.

21 **RESPONSE TO INTERROGATORY NO. 21:** Objection. The Interrogatory is overbroad and
22 not reasonably calculated to lead to the discovery of admissible evidence. Moreover, the
23 Interrogatory is vague as to the term "all work" and is thus unduly burdensome. Without
24 waiving the foregoing objections, Defendant responds as follows: Zohreh Amiryavari held no
25 responsibility for SLC, LLC and performed no work for SLC, LLC. As discovery is ongoing,
26 Defendant retains the right to amend this response.
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1 **INTERROGATORY NO. 22:** Describe and identify, in detail any and all documents you intend to
2 offer and/or use at trial or arbitration, including, but not limited to, all communications, all
3 demonstrative evidence, computer, or power point presentations, all police reports, investigative
4 reports, expert reports, business records, correspondence, agreements, logs, notes, photographs,
5 videotapes, films and all other exhibits.

6 **RESPONSE TO INTERROGATORY NO. 22:** Objection. The Interrogatory is overly broad
7 and not narrowly tailored to lead to the discovery of admissible evidence. Moreover, the
8 Interrogatory seeks information not readily available to Defendant and is thus unduly
9 burdensome. As discovery is ongoing, Defendant retains the right to amend this response.

10 **INTERROGATORY NO. 23:** Describe and identify, in detail Plaintiff's interest in Zip Zap Auto.

11 **RESPONSE TO INTERROGATORY NO. 23:** Objection. The Interrogatory seeks for legal
12 conclusions and/or a party narrative as to the events in this matter. Without waiving the
13 foregoing objection, Defendant responds as follows: SLC, LLC contends that Plaintiff Vitiok,
14 LLC retains no interest in Zip Zap Auto. As discovery is ongoing, Defendant retains the right
15 to amend this response.

16 **INTERROGATORY NO. 24:** Describe and identify, in detail Hamid's interest in SLC.

17 **RESPONSE TO INTERROGATORY NO. 24:** Objection. The Interrogatory seeks for legal
18 conclusions and/or a party narrative as to the events in this matter. Without waiving the
19 foregoing objection, Defendant responds as follows: Hamid Sheikhai is the sole owner of SLC,
20 LLC. As discovery is ongoing, Defendant retains the right to amend this response.

21 **INTERROGATORY NO. 25:** Describe and identify, in detail Zohreh's interest in SLC.

22 **RESPONSE TO INTERROGATORY NO. 25:** Objection. The Interrogatory seeks for legal
23 conclusions and/or a party narrative as to the events in this matter. Without waiving the
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1 foregoing objection, Zohreh Amiryavari has no interest in SLC, LLC. As discovery is ongoing,
2 Defendant retains the right to amend this response.

3 **INTERROGATORY NO. 26:** Describe and identify, in detail All documents with regards to
4 Zohreh's interest in Zip Zap Auto.

5 **RESPONSE TO INTERROGATORY NO. 26:** Objection. The Interrogatory is not narrowly
6 tailored to lead to the discovery of admissible evidence. Moreover, the Interrogatory seeks for
7 legal conclusions and/or a party narrative as to the events in this matter. Without waiving the
8 foregoing objections, Zohreh Amiryavari possesses no documents regarding any interest in Zip
9 Zap Auto. As discovery is ongoing, Defendant retains the right to amend this response.

10 **INTERROGATORY NO. 27:** Describe and identify, in detail All documents with regards to
11 Hamid's interest in Zip Zap Auto.

12 **RESPONSE TO INTERROGATORY NO. 27:** Objection. The Interrogatory calls for
13 information that is equally available to the requesting party and is therefore unduly
14 burdensome. As discovery is ongoing, Defendant retains the right to amend this response.

15 **INTERROGATORY NO. 28:** Describe and identify, in detail your interest in Zip Zap Auto.

16 **RESPONSE TO INTERROGATORY NO. 28:** Objection. The Interrogatory calls for a lengthy
17 response more suited for a deposition. Without waiving the foregoing objection, Defendant
18 responds as follows: SLC, LLC does not own Zip Zap Auto, Mr. Sheikhai owns the name. As
19 discovery is ongoing, Defendant retains the right to amend this response.

20 **INTERROGATORY NO. 29:** Describe and identify, in detail All documents with regards to your
21 interest in Zip Zap Auto.

22 **RESPONSE TO INTERROGATORY NO. 29:** Objection. The Interrogatory calls for a lengthy
23 narrative response more suited for a deposition. Moreover, the Interrogatory is overly broad,
24 not properly limited in time or scope, and not reasonably calculated to lead to the discovery of
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1 admissible evidence. As discovery is ongoing, Defendant retains the right to amend this
2 response.

3 **INTERROGATORY NO. 30:** Describe and identify, in detail all benefits, including wages,
4 compensation, loans, advances, and services, that Hamid has received from or through you.

5 **RESPONSE TO INTERROGATORY NO. 30:** Objection. The Interrogatory is overly broad
6 and not properly limited in scope and time. Moreover, the Interrogatory is not narrowly
7 tailored to lead to the discovery of admissible evidence. Without waiving the foregoing
8 objection, Defendant responds as follows: Hamid received 100% of all profits and losses. As
9 discovery is ongoing, Defendant retains the right to amend this response.

10 **INTERROGATORY NO. 31:** Describe and identify, in detail all benefits, including wages,
11 compensation, loans, advances, and services, that Zohreh has received from or through you.

12 **RESPONSE TO INTERROGATORY NO. 31:** Objection. The Interrogatory is overly broad
13 and not properly limited in scope and time. Moreover, the Interrogatory is not narrowly
14 tailored to lead to the discovery of admissible evidence. Without waiving the foregoing
15 objections, Defendant responds as follows: Zohreh Amiryavari received a check for \$1,500 per
16 month as a 1099 Employee. As discovery is ongoing, Defendant retains the right to amend this
17 response.

18 **INTERROGATORY NO. 32:** If your response to Request for Admissions Nos. 3 and/or 4 is
19 anything other than an unqualified “admit” then explain in detail the type of business you operate,
20 including the date you began operating business, the name under which you operate(d) your
21 business, and what person(s) made the day to day and other decisions related to said business(es).

22 **RESPONSE TO INTERROGATORY NO. 32:** Objection. The Interrogatory calls for a
23 lengthy narrative response more suited for a deposition. Moreover, the Interrogatory is overly
24 broad, not properly limited in time and scope, and is not narrowly tailored to lead to the
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1 **discovery of admissible evidence. As discovery is ongoing, Defendant retains the right to**
2 **amend this response.**

3 **INTERROGATORY NO. 33:** If your response to Request for Admission Number 5 is anything
4 other than an unqualified “admit” then explain in detail the name of the auto repair business you
5 operated and/or were operated and listed in/under your name, including the date you began operating
6 business, the name under which you operate(d) business, and what person(s) made the day to day
7 and other decisions related to said business(es).

9 **RESPONSE TO INTERROGATORY NO. 33:** Objection. The Interrogatory calls for a
10 lengthy narrative response more suited for a deposition. Moreover, the Interrogatory is overly
11 broad, not properly limited in time and scope, and is not narrowly tailored to lead to the
12 discovery of admissible evidence. As discovery is ongoing, Defendant retains the right to
13 amend this response.

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15 **INTERROGATORY NO. 34:** If your response to Request for Admission Number 9 is anything
16 other than an unqualified “admit” then explain in detail the legal interest you had to Zip Zap Auto,
17 and detail the documentation you rely upon in claiming such an interest.

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1 **RESPONSE TO INTERROGATORY NO. 34:** Objection. The Interrogatory seeks for legal
2 conclusions and/or a party narrative as to the events in this matter. Moreover, The
3 Interrogatory is overly broad, not properly limited in time and scope, and is not narrowly
4 tailored to lead to the discovery of admissible evidence. Without waiving the foregoing
5 objections, Defendant responds as follows: SLC, LLC does not own Zip Zap Auto. Hamid
6 Sheikhai owns Zip Zap Auto since 1999. As discovery is ongoing, Defendant retains the right to
7 amend this response.
8

9 DATED this 30th day of July, 2020.

10 HUTCHISON & STEFFEN, PLLC

11 /s/Christian Orme

12 Jacob A. Reynolds (10199)

13 Christian M. Orme (10175)

14 Attorneys for Defendant SLC, LLC
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☒ to be electronically served through the Eighth Judicial District Court's electronic filing system pursuant to NEFCR (9); and/or

☐ to be placed in the U.S. Mail with pre-paid first-class postage; and/or

☐ to be faxed; and/or

☐ to be hand-delivered

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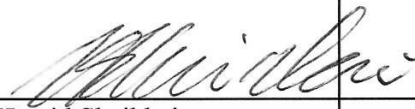
VERIFICATION

I, Hamid Sheikhai, declare as follows:

I am answering these Interrogatories on behalf of SLC, LLC. I have read the foregoing **DEFENDANT SLC LLC'S ANSWERS TO PLAINTIFF'S FIRST SET OF INTERROGATORIES** and know the contents thereof; that same is true of my own knowledge. I know the same to be true of my own personal knowledge except those matters stated on information and belief, and as to those matters, I believe them to be true.

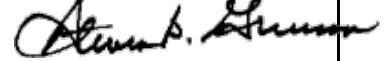
I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct.

DATED this 28th day of July, 2020.



Hamid Sheikhai

EXHIBIT “I”



ANS
WILICK LAW GROUP
MARSHAL S. WILICK, ESQ.
Nevada Bar No. 2515
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Las Vegas, NV 89110-2101
Phone (702) 438-4100; Fax (702) 438-5311
email@willicklawgroup.com
Attorneys for Defendant/Counterclaimant/Crossclaimant HAMID SHEIKAHI

IN THE EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

VITIOK, LLC, a Nevada Limited Liability Company,
Plaintiff,

vs.

SLC, LLC, a Nevada Limited Liability Company;
HAMID SHEIKHAI, an individual, ZOHREH
AMIRYAVARI, an individual, and DOES I through X
and ROE CORPORATIONS I through X, inclusive,

Defendants.

CASE NO: A-19-805955-C
DEPT. NO: XXII

**COMPLAINT FOR DAMAGES
AND DEMAND FOR JURY TRIAL;
DEFENDANT HAMID
SHEIKHAI'S ANSWER,
COUNTERCLAIM, AND CROSS
CLAIMS, AND DEMAND FOR
JURY TRIAL**

HAMID SHEIKHAI, individually,
Counterclaimant,

vs.

VITIOK, LLC, a Nevada Limited Liability Company,
Counter-Defendant.

HAMID SHEIKHAI, individually,
Crossclaimant,

vs.

VICTOR BOTNARI, an individual; LARISA
MEREORA, an individual; THOMAS MULKINS, an
individual; NINA GROZAV, an individual; ION
NEAGU, an individual; ALISA NEAGU, an individual;
NNG, LLC dba UNIVERSAL MOTORCARS; and
DOES I through X, inclusive; and ROE BUSINESS
ENTITIES I through X, inclusive,

Cross-Defendants

Defendant, Hamid Sheikhai, (“Hamid”), by and through his counsel, the Willick Law Group,
and Defendant, SLC, LLC, by and through its counsel, Hutchison Steffen, hereby respond to the
allegations set forth in Plaintiff, Vitiok, LLC’s (“Vitiok”) Complaint, and Counterclaim, as follows.

ANSWER

THE PARTIES

1. Responding to Paragraphs 1, 2, 4, 5, 6, 8, 14, and 15 of the Complaint, Defendants lack
sufficient information or belief to enable them to either admit or deny allegations contained in said
Paragraph, and based thereon, Defendants deny the allegations contained therein.

2. Responding to Paragraphs 3, 7, 9, and 10 of the Complaint, Defendants admit the allegations
contained therein.

3. Responding to Paragraphs 11, 12, 13, 16, and 17 of the Complaint, Defendants deny the
allegations contained in said Paragraph.

I

FIRST CLAIM FOR RELIEF

(Unjust Enrichment)

4. Answering Paragraphs 18-26 of the Complaint, these answering Defendants repeat and
incorporate by reference each and every claim, allegation, and denial contained in the answers to
Paragraphs 1-17 as fully set forth herein.

5. Answering Paragraphs 18-26, Defendants deny the allegations contained in said Paragraphs.

1 **II.**

2 **SECOND CLAIM FOR RELIEF**

3 (Intentional Interference with Economic Interest)

4 6. Answering paragraphs 27-37 of the Complaint, these answering Defendants repeat and
5 incorporate by reference each and every claim, allegation, and denial contained in the answers to
6 paragraphs 1-26 as fully set forth herein.

7 7. Answering Paragraphs 27-37, Defendants deny the allegations contained in said Paragraphs.
8

9 **III.**

10 **THIRD CLAIM FOR RELIEF**

11 (Civil Conspiracy)

12 8. Answering paragraphs 38-42 of the Complaint, these answering Defendants repeat and
13 incorporate by reference each and every claim, allegation, and denial contained in the answers to
14 paragraphs 1-37 as fully set forth herein.

15 9. Answering Paragraphs 38-42, Defendants deny the allegations contained in said Paragraphs.
16

17 **IV.**

18 **FOURTH CLAIM FOR RELIEF**

19 (Injunction)

20 10. Answering paragraphs 43-49 of the Complaint, these answering Defendants repeat and
21 incorporate by reference each and every claim, allegation, and denial contained in the answers to
22 paragraphs 1-42 as fully set forth herein.

23 11. Answering Paragraphs 43-49, Defendants deny the allegations contained in said Paragraphs.
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25
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1 **V.**

2 **FIFTH CLAIM FOR RELIEF**

3 (Declaratory Relief)

4 12. Answering paragraphs 50-57 of the Complaint, these answering Defendants repeat and
5 incorporate by reference each and every claim, allegation, and denial contained in the answers to
6 paragraphs 1-49 as fully set forth herein.

7 13. Answering Paragraphs 50-57, Defendants deny the allegations contained in said Paragraphs.
8

9 **VI.**

10 **SIXTH CLAIM FOR RELIEF**

11 (Accounting)

12 14. Answering paragraphs 58-62 of the Complaint, these answering Defendants repeat and
13 incorporate by reference each and every claim, allegation, and denial contained in the answers to
14 paragraphs 1-57 as fully set forth herein.

15 15. Answering Paragraphs 102-115, Defendants specifically and generally deny the allegations
16 contained in said Paragraphs.
17

18 **AFFIRMATIVE DEFENSES**

19 1. The Plaintiff is barred from seeking recovery in this action by virtue of Plaintiff's own
20 unclean hands.

21 2. At all times, the Plaintiff could have, by the exercise of reasonable diligence, limited the
22 Plaintiff's damages, if any, as a result of the act, transactions, and/or omissions alleged in the
23 Complaint. The Plaintiff failed or refused to do so, which constitutes a failure to mitigate damages.

24 3. The Plaintiff is barred from asserting each and every of the purported causes of action
25 contained in the Complaint by reason of the Plaintiff's waiver.

26 4. The Plaintiff is guilty of unreasonable delay in bringing this action against the Defendants
27 which delay has caused prejudice to Defendants and, therefore, the Plaintiff's Complaint is barred
28

1 by the equitable doctrine of laches.

2 5. Plaintiff, for valuable consideration, released and forever discharged Defendants from any
3 and all liability to Plaintiff for any and all claims of Plaintiff against Defendants arising out of the
4 subject transaction and/or occurrence which is the subject matter of Plaintiff's causes of action
5 herein.

6 6. The Plaintiff's Complaint is barred by accord and satisfaction.

7 7. The Plaintiff's Complaint is barred by the doctrine of res judicata and/or collateral estoppel.

8 8. The Plaintiff's Complaint is barred by claim or issue preclusion.

9 9. The relief sought by the Plaintiff would constitute unjust enrichment.

10 10. Defendants allege that the Complaint and each and every cause of action therein is barred by
11 NRS Section 111.220 namely the Statute of Frauds, and the statute of limitations contained in NRS
12 11.207.

13 11. Plaintiff failed to act in good faith in complying with its obligation under the law and its
14 contract(s) with Defendants and/or third parties.

15 12. The standards of conduct that Plaintiff seeks to impose against Defendants are not lawful.

16 13. Plaintiff's Complaint is barred because any actions taken by Defendants were proper,
17 legitimate, and based upon good faith and were not motivated by hatred or ill-will or with the
18 deliberate intent to injure Plaintiff.

19 14. These answering Defendants allege that the allegations contained in the Complaint failed to
20 state a cause of action against these answering Defendant upon which relief can be granted.

21 15. These answering Defendants allege that this Court lacks jurisdiction to consider the claims
22 of the Plaintiff and further alleges that this Court lacks jurisdiction to consider this action

23 16. That it has been necessary for these answering Defendants to employ the services of an
24 attorney to defend this action and a reasonable sum should be allowed these answering Defendants
25 for attorney's fees, together with costs expended in this action..

26 17. Pursuant to NRCP 11, all possible affirmative defenses may not have been alleged herein
27 insofar as sufficient facts were not available after reasonable inquiry upon the filing of this Answer,
28

1 and therefore, these answering Defendants reserve the right to amend the Answer to allege additional
2 affirmative defenses if subsequent investigation so warrants.

3
4 **COUNTERCLAIM AND CROSS-CLAIM FOR DAMAGES**
5 **AND DEMAND FOR JURY TRIAL**

6 Plaintiff HAMID SHEIKHAI (“SHEIKHAI”), by and through his counsel of record, Michael
7 B. Lee, P.C., hereby counterclaims against Counterdefendant VITIOK, LLC (“Vitiok”), and cross-
8 claims against VICTOR BOTNARI (“Botnari”), LARISA MEREORA (“Mereora”), THOMAS
9 MULKINS (“Mulkins”), NINA GROZAV (“GROZAV”), ION NEAGU (“NEAGU”), ALISA
10 NEAGU, and NNG, LLC dba UNIVERSAL MOTORCARS (“Universal Motorcars”) (collectively
11 referred to as “Counterdefendants”) as follows:

12
13 **DEMAND FOR JURY TRIAL**

14 1. SHEIKHAI demands a jury trial.

15
16 **JURISDICTIONAL AND PARTY ALLEGATIONS**

17 2. The District Courts of Nevada has subject matter jurisdiction over this matter because this
18 action concerns issues of Nevada law.

19 3. This Court has jurisdiction over this matter pursuant to Nev. Const. art. VI, § 6, as this Court
20 has original jurisdiction over matters involving title to property.

21 4. The District Courts of Clark County has subject matter jurisdiction this action because the
22 matters at issue took place in Clark County, Nevada.

23 5. The District Courts of Clark County have personal jurisdiction of Plaintiff/Counterdefendant
24 Botnari because at all times relevant he is and was a resident of Clark County.

25 6. Upon information and belief, the District Courts of Clark County have personal jurisdiction
26 of Counterdefendant Mereora because, at all times relevant, she is and was a resident of Clark
27 County.
28

1 7. Upon information and belief, the District Courts of Clark County have personal jurisdiction
2 of Counterdefendant Mulkins because, at all times relevant, he is and was a resident of Clark County.

3 8. Upon information and belief, the District Courts of Clark County have personal jurisdiction
4 of Counterdefendant Grozav because, at all times relevant, she is and was a resident of Clark County.

5 9. Upon information and belief, the District Courts of Clark County have personal jurisdiction
6 of Counterdefendants Neagu and Alisa Neagu because, at all times relevant, he and she were and are
7 residents of Clark County

8 10. The District Courts of Clark County have personal jurisdiction of Plaintiff/Counterdefendant
9 Vitiok because it is a licensed Nevada limited liability company doing business in Clark County,
10 Nevada.

11 11. The District Courts of Clark County have personal jurisdiction of Defendant Universal
12 Motorcars because it is a licensed Nevada limited liability company doing business in Clark County,
13 Nevada.

14 12. The District Courts of Clark County have personal jurisdiction of SHEIKHAI because at all
15 times relevant he is and was a resident of Clark County.

16 13. At all times relevant, SHEIKHAI is an individual who entered into an agreement with
17 Defendants for activity in Clark County, Nevada. As such, this Honorable Court has *in rem*
18 jurisdiction over this matter.

19
20 **ROES AND DOES ALLEGATIONS**

21 14. SHEIKHAI is informed and believes, and therefore alleges, that the true names and
22 capacities, whether individual, corporate, associate or otherwise of DOES 1 through 10 and ROE
23 CORPORATIONS 1 through 10 are unknown. SHEIKHAI sues them by these fictitious names.
24 Counterdefendants designated as DOES are responsible in some manner and are responsible for the
25 events and happenings described in SHEIKHAI's Counterclaim that proximately caused damages
26 to SHEIKHAI as alleged herein.

27 15. SHEIKHAI is informed and believes that Defendant designated as a ROE CORPORATION
28

1 is likewise responsible in some manner for the events and happenings described in the Complaint
2 which proximately caused the damages to SHEIKHAI as alleged herein. SHEIKHAI is informed
3 and believes that Defendant designated as DOES and ROE CORPORATIONS in some way are
4 related to this action. SHEIKHAI will ask leave of Court to amend the Complaint to insert the true
5 names and capacities of DOES and ROE CORPORATIONS and state appropriate charging
6 allegations, when that information has been ascertained.
7

8 **GENERAL ALLEGATIONS**

9 16. SHEIKHAI established the “Zip Zap Auto” name in 1999 at 3405 Clayton Rd., Concord, CA
10 94519. SHEIKHAI sold this business in 2009, prior to moving Las Vegas, and years before ever
11 meeting Plaintiff/Counterdefendant Botnari.

12 17. In 2011, SHEIKHAI moved to Las Vegas, NV and started a new Zip Zap Auto in February
13 2011, located at 3230 N. Durango Dr., Las Vegas, NV 89129 (“Zip Zap Auto”).

14 18. SHEIKHAI met Mr. Botnari in 2011 after SHEIKHAI’s ex-wife called SHEIKHAI to ask
15 if he could give Mr. Botnari a job at one of his auto shops.

16 19. SHEIKHAI’s ex-wife explained that Victor Botnari was an immigrant from Moldova who
17 was homeless and jobless that feared being deported based on a failed immigration petition.

18 20. SHEIKHAI empathized with Mr. Botnari’s situation as SHEIKHAI is an immigrant from Iran
19 who came to the United States, worked hard, and became a successful businessman.

20 21. Mr. Botnari began working for SHEIKHAI in 2011 and seemed to be a good employee,
21 quickly gaining SHEIKHAI’s trust.

22 22. In March 2013, SHEIKHAI sold Zip Zap Auto to Jens, Inc.

23 23. In March 2014, SHEIKHAI purchased Zip Zap Auto back from Jens, Inc., including the name
24 “Zip Zap.”

25 24. On April 1, 2014, following SHEIKHAI’s buy-back of Zip Zap Auto, SHEIKHAI appointed
26 Mr. Botnari as manager of Zip Zap Auto.

27 25. From about April 2014 to May 2018, Vitiok leased the Zip Zap Auto commercial building
28

1 from SHEIKHAI for \$10,000.00 per month, which Mr. Botnari paid until May 2018.

2 26. On May 4, 2014, SHEIKHAI and Mr. Botnari were married in Nevada; however, the
3 marriage was never consummated and was ultimately annulled on March 31, 2018.

4 27. Following the marriage, SHEIKHAI purchased the real property 2964 Sun Lake Dr., Las
5 Vegas, NV 89128 (“Sun Lake Property”), which SHEIKHAI also paid to have completely furnished.

6 28. Mr. Botnari moved into the Sun Lake Property, but told SHEIKHAI that his culture would
7 not allow SHEIKHAI to live with him. Instead, Mr. Botnari’s girlfriend and coworker/employee,
8 Counterdefendant Mereora, moved in with Mr. Botnari at the Sun Lake Property.

9 29. In May 2014, SHEIKHAI helped Mr. Botnari set up Vitiok, LLC (“Vitiok”) by setting up
10 bank accounts, submitting a fictitious business name application and allowing Vitiok to use the “Zip
11 Zap Auto” name for business purposes.

12 30. The purpose of SHEIKHAI’s aid in setting up Vitiok was so that Mr. Botnari and Vitiok
13 could obtain a Department of Motor Vehicles (“DMV”) Garage and Smog Station licenses to
14 increase revenue of Zip Zap Auto.

15 31. SHEIKHAI had a Smog Technician licenses in 2013, but it was revoked following a series
16 of errors made by Mr. Botnari who was improperly using SHEIKHAI’s Smog Technician License
17 username/password.

18 32. Despite allowing Vitiok to use the Zip Zap Auto name, SHEIKHAI retained 100% ownership
19 and control of all equipment, miscellaneous assets, and intellectual property pertaining to Zip Zap
20 Auto.

21 33. On May 4, 2018, following the annulment of SHEIKHAI’s and Mr. Botnari’s marriage, Mr.
22 Botnari transferred all of his assets and extinguished any interest he had in any of SHEIKHAI’s
23 business affiliations, including Zip Zap Auto, to SHEIKHAI.

24 34. On May 27, 2018, SHEIKHAI executed, and Mr. Botnari accepted, a Promissory Note to pay
25 Mr. Botnari \$1 Million, together with interest at a rate of 12% per annum, commencing June 15,
26 2018, and calling for interest-only payments at a rate of \$10,000.00 per month until the principal was
27 paid (“Promissory Note”).
28

1 35. Following the execution of the Promissory Note, Mr. Botnari and SHEIKHAI agreed that,
2 by May 31, 2018, Mr. Botnari would go to the DMV to file a change in management and close out
3 his license at the DMV Emissions Lab for the Smog Station part of Zip Zap Auto.

4 36. Despite the agreement, Mr. Botnari purposefully avoided SHEIKHAI during the last week
5 of May 2018.

6 37. On May 31, 2018, Mr. Botnari had his friend and key employee, Counterdefendant Mereora,
7 tell SHEIKHAI that Mr. Botnari was in Los Angeles, CA awaiting a flight to Moldova.

8 38. On June 1, 2018, Mr. Botnari messaged SHEIKHAI to say that he did not file the change in
9 management or close out his Smog Station license as agreed, and that he was at the airport in Los
10 Angeles awaiting his flight to Moldova.

11 39. However, Mr. Botnari was not in Los Angeles as advised, nor did he travel back to Moldova.
12 Rather, Mr. Botnari never left Las Vegas between May 27, 2018 and June 5, 2018.

13 40. On June 5, 2018, after not receiving any contact from Mr. Botnari, SHEIKHAI prepared and
14 filed eviction notices for abandonment of the three properties for which Mr. Botnari had keys, but
15 were owned by SHEIKHAI, including: Zip Zap Auto and the Sun Lake Property.

16 41. On June 6, 2018, SHEIKHAI went to serve the evictions papers, but upon arrival,
17 Counterdefendants Mereora, Mulkins, and/or Neagu, along with other employees of Mr. Botnari,
18 were packing up and removing equipment from Zip Zap Auto, including, but not limited to: Zip Zap
19 Auto's computer and hard drive containing Zip Zap Auto's customer list and other trade secrets.

20 42. Similarly, Counterdefendants Mereora, Mulkins, and/or Neagu also removed the furniture
21 and furnishings from the Sun Lake Property, claiming those items to be Mr. Botnari's property.

22 43. Counterdefendants Mereora, Mulkins, and Neagu were all employees of Mr. Botnari, and
23 acting under his control and direction, at the time the equipment, goods, and other items were
24 removed from Zip Zap Auto.

25 44. Counterdefendants Mereora, Mulkins, and Neagu were all employees of Mr. Botnari, and
26 acting under his control and direction, at the time the furniture and other furnishings were removed
27 from the Sun Lake Property.
28

1 45. On or about June 6, 2018, Counterdefendant Mereora voluntarily handed SHEIKHAI the
2 keys to Zip Zap Auto and the Sun Lake Property.

3 46. Unbeknownst to SHEIKHAI, in early May 2018, Mr. Botnari gave his girlfriend,
4 Counterdefendant Nina Grozav, \$130,000.00 in cash to purchase and open a competitor auto shop,
5 “Universal Motorcars.”

6 47. Upon information and belief, although Ms. Grozav was listed as a “manager” of Universal
7 Motorcars, Mr. Botnari had control of Universal Motorcars and handled the day-to-day operation of
8 the business.

9 48. The other listed manager for Universal Motorcars is Alisa Neagu who, upon information and
10 belief, has a familial relationship with Counterdefendant Ion Neagu.

11 49. The equipment stolen from Zip Zap Auto was taken by Counterdefendants Botnari, Mereora,
12 Mulkins, and Neagu to Universal Motorcars, including the computer hard drive containing Zip Zap
13 Auto’s customer list and other trade secrets.

14 50. Counterdefendants then made unsolicited calls to Zip Zap Auto’s customers to disparage and
15 defame Zip Zap Auto while promoting Mr. Botnari’s competing business.

16 51. The equipment that was not stolen from Zip Zap Auto’s premises by Counterdefendants but
17 left behind was in a state of disrepair and required replacement by SHEIKHAI upon his resuming
18 control of Zip Zap Auto.

19 52. SHEIKHAI spent about \$75,000.00 replacing or repairing the equipment damaged/stolen
20 from Zip Zap Auto by Counterdefendants.

21 53. On or about June 6, 2018, SHEIKHAI resumed control of Zip Zap Auto, which included
22 using the name, equipment and premises that had previously been leased by Mr. Botnari and Vitiok.

23 54. Upon resuming control of Zip Zap Auto, SHEIKHAI discovered that Mr. Botnari had been
24 keeping two sets of books, hiding roughly half of the gross sales by backdating repair orders.

25 55. Mr. Botnari and Vitiok were audited and assessed over \$104,000.00 in back taxes by the
26 Nevada Department of Taxation.

27 56. Mr. Botnari paid only \$40,000.00 of the back-taxes and requested that SHEIKHAI loan him
28

1 \$40,000 by paying writing a check directly to Nevada Department of Taxation.

2 57. Mr. Botnari then disappeared without paying the remainder of the tax obligation or repaying
3 SHEIKHAI the \$40,000.00 paid on Mr. Botnari's and Vitiok's behalf.

4 58. In order for SHEIKHAI to resume control of Zip Zap Auto, SHEIKHAI was forced to cure
5 Mr. Botnari and Vitiok's remaining tax obligation of roughly \$24,000.00.

6
7 **FIRST CLAIM FOR RELIEF**

8 (Violation of Uniform Trade Secret Act NRS 600A)

9 59. SHEIKHAI repeats and realleges the allegations in Paragraphs 1 through 58, inclusive, as if
10 fully set forth at this point and incorporates them herein by reference.

11 60. SHEIKHAI repeats and realleges the allegations in Paragraphs 13 through 58, inclusive, as
12 if fully set forth at this point and incorporates them herein by reference in support of this cause of
13 action.

14 61. In 1999, SHEIKHAI established the trade name "Zip Zap Auto" in Concord, California.

15 62. In 2011, SHEIKHAI moved to Las Vegas, Nevada and opened a new Zip Zap Auto located
16 at 3230 N. Durango Dr., Las Vegas, NV 89129.

17 63. Although SHEIKHAI sold Zip Zap Auto in March 2013, SHEIKHAI re-purchased the
18 business a year later in March 2014, including the name Zip Zap Auto.

19 64. SHEIKHAI had an agreement with Mr. Botnari, that Mr. Botnari's business, Vitiok, LLC,
20 which SHEIKHAI helped Mr. Botnari create, could lease the Zip Zap Auto premises and utilize the
21 name Zip Zap Auto.

22 65. Mr. Botnari and Vitiok understood that this agreement was a strictly a lease agreement and
23 that SHEIKHAI retained 100% ownership and control of all equipment, miscellaneous assets, and
24 intellectual property pertaining to Zip Zap Auto.

25 66. Mr. Botnari's understanding of the aforementioned agreement was confirmed by his payment
26 of \$10,000.00 per month to SHEIKHAI between April 2014 and May 2018, the same time Mr.
27 Botnari and Vitiok were utilizing the Zip Zap Auto location, equipment, and trade name.
28

67. Upon abandoning Zip Zap Auto, Counterdefendants Botnari, Mereora, Mulkins and/or Neagu removed the computer and hard drive from Zip Zap Auto, which contained Zip Zap Auto's customer list.

68. Zip Zap Auto's customer list is confidential and has independent economic value for not being generally known, and not being readily ascertainable by proper means by the public or any other persons who could obtain commercial or economic value from their disclosure or use.

69. SHEIKHAI took adequate measures to maintain the customer list as trade secret not readily available for use by others.

70. Counterdefendants, and each of them, intentionally, and with reason to believe that their actions would cause injury to SHEIKHAI, misappropriated and exploited the trade secret information through use, disclosure, or non-disclosure of the use of the trade secret for Counterdefendants' own use and personal gain.

71. Counterdefendants' misappropriation of Zip Zap Auto's customer list is wrongful because Counterdefendants knew of their duty not to disclose/abscond with the customer list, but did so anyway.

72. Counterdefendants' misappropriation of Zip Zap auto's customer list was willfully and intentionally done to interfere and harm SHEIKHAI's business, as well as to obtain an unfair competitive advantage for Counterdefendants.

73. As a direct and proximate result of the foregoing, SHEIKHAI has been damaged in an amount in excess of \$15,000, said amount to be determined at trial.

74. Based on the intentional, willful, and malicious conduct of Counterdefendants, punitive damages should be awarded at the discretion of the court.

75. In order to prosecute this action, SHEIKHAI had to retain attorneys to represent him, and he is entitled to fair and reasonable attorneys' fees associated with protecting his rights.

SECOND CLAIM FOR RELIEF

(False Light, Disparagement, Defamation, Defamation Per Se)

76. SHEIKHAI repeats and realleges the allegations in Paragraphs 1 through 75, inclusive, as if fully set forth at this point and incorporates them herein by reference.

77. SHEIKHAI repeats and realleges the allegations in Paragraphs 13 through 58, inclusive, as if fully set forth at this point and incorporates them herein by reference in support of this cause of action.

78. “A statement is defamatory when, under any reasonable definition[,] such charges would tend to lower the subject in the estimation of the community and to excite derogatory opinions against him and to hold him up to contempt.” See *Posadas v. City of Reno*, 109 Nev. 448, 453, 851 P.2d 438, 442 (1993) (quotation marks and citation omitted).

79. “[I]f the defamatory communication imputes a ‘person’s lack of fitness for trade, business, or profession,’ or tends to injure the SHEIKHAI in his or her business, it is deemed defamation per se and damages are presumed.” See *Clark Cnty. Sch. Dist. v. Virtual Educ. Software, Inc.*, 125 Nev. 374, 385, 213 P.3d 496, 503 (2009).

80. Whether a statement constitutes fact or opinion is determined by assessing “whether a reasonable person would be likely to understand the remark as an expression of the source’s opinion or as a statement of existing fact.” See *Lubin v. Kunin*, 117 Nev. 107, 112, 17 P.3d 422, 426 (2001) (quotation marks and citation omitted).

81. Although a statement of opinion is not actionable, a mixed-type statement—e.g., a statement of opinion that implies the existence of undisclosed, defamatory facts—is actionable. *Id.* at 113, 17 P.3d at 426.

82. Counterdefendants Botnari, Mereora, Mulkins and/or Neagu, on behalf of Vitiok, called Zip Zap Auto customers, from the customer list stolen from the Zip Zap auto hard drive, and made defamatory and disparaging claims against Zip Zap Auto and SHEIKHAI with the intent to siphon those customers from Zip Zap Auto and to Mr. Botnari’s competing venture, Universal Motorcars.

83. Counterdefendants Botnari, Mereora, Mulkins, and/or Neagu, on behalf of Vitiok, made the false and disparaging statements to interfere with the good will associated with SHEIKHAI in the

1 automotive repair industry.

2 84. SHEIKHAI did not consent to Counterdefendants' actions.

3 85. The concerted actions of Counterdefendants alleged here invaded SHEIKHAI's right of
4 privacy by placing him in a false light before the general public, his customers, and his competitors.

5 86. The comments and statements made concerned SHEIKHAI and his business.

6 87. The comments and statements made by Counterdefendants were untrue, false, and
7 defamatory, and Counterdefendants asserted them as matters of fact and in a way that constituted
8 defamation per se.

9 88. No privilege exists related to the statements and comments made by Counterdefendants.

10 89. As a direct and proximate result of the foregoing, SHEIKHAI has been damaged in an
11 amount in excess of \$15,000, said amount to be determined at trial.

12 90. Based on the intentional, willful, and malicious behavior of Counterdefendants, and each of
13 them, punitive damages should be awarded at the discretion of the court.

14 91. In order to prosecute this action, SHEIKHAI had to retain attorneys to represent him, and he
15 is entitled to fair and reasonable attorneys' fees associated with protecting his rights.

16
17 **THIRD CLAIM FOR RELIEF**

18 (Intentional Interference with Prospective Economic Advantage)

19 92. SHEIKHAI repeats and realleges the allegations in Paragraphs 1 through 92, inclusive, as if
20 fully set forth at this point and incorporates them herein by reference.

21 93. SHEIKHAI repeats and realleges the allegations in Paragraphs 13 through 58, inclusive, as
22 if fully set forth at this point and incorporates them herein by reference in support of this cause of
23 action.

24 94. Counterdefendants Botnari, Mereora, Mulkins, and/or Neagu, on behalf of Vitiok, called Zip
25 Zap Auto customers, from the customer list stolen from the Zip Zap auto hard drive, and made
26 defamatory and disparaging claims against Zip Zap Auto with the intent to siphon those customers
27 from Zip Zap Auto and to Mr. Botnari's competing venture, Universal Motorcars.
28

1 95. Counterdefendants' acts were intended or designed to disrupt SHEIKHAI's business to gain
2 a prospective economic advantage.

3 96. Counterdefendants' actions have disrupted or were intended to disrupt SHEIKHAI's business
4 by, among other things, diverting customers away from him.

5 97. Counterdefendants had no legal right, privilege, or justification for their conduct.

6 98. As a direct and proximate result of the foregoing, SHEIKHAI has been damaged, and will
7 continue to suffer damages, in an amount in excess of \$15,000, said amount to be determined at trial.

8 99. In order to prosecute this action, SHEIKHAI had to retain attorneys to represent him, and he
9 is entitled to fair and reasonable attorneys' fees associated with protecting his rights.

10
11 **FOURTH CLAIM FOR RELIEF**

12 (Civil Conspiracy)

13 100. SHEIKHAI repeats and realleges the allegations in Paragraphs 1 through 99, inclusive, as if
14 fully set forth at this point and incorporates them herein by reference.

15 101. SHEIKHAI repeats and realleges the allegations in Paragraphs 13 through 58, inclusive, as
16 if fully set forth at this point and incorporates them herein by reference.

17 102. "Actionable civil conspiracy arises where two or more persons undertake some concerted
18 action with the intent 'to accomplish an unlawful objective for the purpose of harming another,' and
19 damage results." See *Guilfoyle v. Olde Monmouth Stock Transfer Co.*, 130 Nev. 801, 813, 335 P.3d
20 190, 198 (2014) (quoting *Consol. Generator-Nevada, Inc. v. Cummins Engine Co.*, 114 Nev. 1304,
21 1311, 971 P.2d 1251, 1256 (1998)).

22 103. Even if "an act done by an individual is not actionable because justified by his rights, such
23 act becomes actionable when done in pursuance of a combination of persons actuated by malicious
24 motives, and not having the same justification as the individual." See *Eikelberger v. Tolotti*, 96 Nev.
25 525, 527-28, 611 P.2d 1086, 1088 (1980).

26 104. Counterdefendants, and each of them, entered into a conspiracy with each other, and
27 potentially others, to defame, disparage, and otherwise interfere with SHEIKHAI's business.
28

1 105. Counterdefendants, and each of them, acted in concert to steal equipment owned by
2 SHEIKHAI, and to steal SHEIKHAI's customer list.

3 106. In furtherance of the conspiracy, Counterdefendants Botnari, Mereora, and/or Mulkins
4 contacted SHEIKHAI's customers, using the stolen customer list, to defame, disparage, and hold
5 SHEIKHAI in a false light in front of his customers.

6 107. As a direct and proximate result of the foregoing, SHEIKHAI has been damaged in excess
7 of \$15,000.00, not including interest, attorneys' fees, and costs, the exact amount to be determined
8 at trial.

9 108. In order to prosecute this action, SHEIKHAI had to retain attorneys to represent it, and it is
10 entitled to fair and reasonable attorneys' fees associated with protecting those rights.

11
12 **FIFTH CLAIM FOR RELIEF**

13 (Conversion/Trespass to Chattel)

14 109. SHEIKHAI repeats and realleges the allegations set forth in paragraphs 1 through 108 above,
15 as if fully set forth herein.

16 110. SHEIKHAI repeats and realleges the allegations in Paragraphs 13 through 58, inclusive, as
17 if fully set forth at this point and incorporates them herein by reference in support of this cause of
18 action.

19 111. At all times relevant, SHEIKHAI was the sole owner of all equipment contained inside Zip
20 Zap Auto.

21 112. At no time were Counterdefendants Vitiok, Botnari, Mereora, Mulkins or Neagu the legal
22 or equitable owner of any of the equipment contained inside Zip Zap Auto.

23 113. Similarly, at no time were Counterdefendants Botnari, Mereora, Mulkins, or Neagu the legal
24 or equitable owner of the furniture and furnishings attached to, or kept inside of, the Sun Lake
25 Property.

26 114. Counterdefendants Botnari, Mereora, Mulkins and Neagu intentionally disposed of,
27 destroyed, ruined, damaged, absconded with, spoiled, and otherwise converted the equipment from
28

1 Zip Zap Auto for the benefit of themselves and Counterdefendant Vitiok, and in derogation of
2 SHEIKHAI's rights to the same.

3 115. Counterdefendants Botnari, Mereora, Mulkins, and Neagu intentionally disposed of,
4 destroyed, ruined, damaged, absconded with, spoiled, and otherwise converted the furniture and
5 furnishing from the Sun Lake Property for their own benefit, and in derogation of SHEIKHAI's
6 rights to the same.

7 116. As a direct and proximate result of the foregoing, SHEIKHAI has been damaged in an
8 amount in excess of \$15,000, said amount to be determined at trial.

9 117. In order to prosecute this action, SHEIKHAI had to retain attorneys to represent him, and he
10 is entitled to fair and reasonable attorneys' fees associated with protecting his rights.

11 12 **SIXTH CAUSE OF ACTION**

13 (Restitution for Tax Liens)

14 118. SHEIKHAI repeats and realleges the allegations in Paragraphs 1 through 117, inclusive, as
15 if fully set forth at this point and incorporates them herein by reference.

16 119. SHEIKHAI repeats and realleges the allegations in Paragraphs 13 through 58, inclusive, as
17 if fully set forth at this point and incorporates them herein by reference in support of this cause of
18 action.

19 120. Counterdefendants Botnari and Vitiok's illegal and improper conduct in underreporting their
20 sales and use tax caused a tax lien in the approximate amount of \$104,000.00 to be filed against
21 Botnari and/or Vitiok.

22 121. Counterdefendant Botnari acknowledged the tax lien as his sole responsibility and obligation
23 by paying a portion of the tax lien.

24 122. Counterdefendant Botnari further acknowledged the tax lien as his sole responsibility and
25 obligation by requesting a loan from SHEIKHAI to pay a portion of the tax lien.

26 123. Counterdefendants Botnari and Vitiok failed to pay the entire amount of the tax lien.

27 124. As a result, SHEIKHAI was assessed to pay the remainder of the tax lien following the
28

1 \$40,000.00 payment by Mr. Botnari and subsequent \$40,000.00 payment by SHEIKHAI.

2 125. In total, SHEIKHAI paid the approximate sum of \$64,000.00 in satisfaction of the tax lien.

3 126. Mr. Botnari has not repaid SHEIKHAI either the \$40,000.00 loaned to him, or the additional
4 \$24,000.00 that SHEIKHAI was forced to incur.

5 127. Counterdefendants Botnari and Vitiok received a benefit by way of SHEIKHAI's payment
6 of the tax lien.

7 128. Counterdefendants Botnari and Vitiok accepted and retained the benefit under circumstances
8 that would be inequitable for Counterdefendants Botnari and Vitiok to retain the benefit without
9 payment of value for the same.

10 129. Counterdefendants Botnari and Vitiok's retention of the benefit is to the derogation of
11 SHEIKHAI's rights in equity.

12 130. As a direct and proximate result of the foregoing, SHEIKHAI has been damaged in an
13 amount in excess of \$15,000, said amount to be determined at trial.

14 131. In order to prosecute this action, SHEIKHAI had to retain attorneys to represent him, and he
15 is entitled to fair and reasonable attorneys' fees associated with protecting his rights.

17 SEVENTH CAUSE OF ACTION

18 (Abuse of Process)

19 132. SHEIKHAI repeats and realleges the allegations in Paragraphs 1 through 131, inclusive, as
20 if fully set forth at this point and incorporates them herein by reference.

21 133. SHEIKHAI repeats and realleges the allegations in Paragraphs 13 through 58, inclusive, as
22 if fully set forth at this point and incorporates them herein by reference in support of this cause of
23 action.

24 134. On November 22, 2019, Counterdefendant Vitiok filed a complaint for damages against
25 SHEIKHAI personally, among other individuals and entities affiliated with SHEIKHAI, in case
26 number A-19-805955-C.

27 135. Also, on November 22, 2019, Counterdefendant Botnari filed a complaint for damages
28

1 against SHEIKHAI personally, among other individuals and entities affiliated with SHEIKHAI, in
2 case number A-19-801513-P.

3 136. Both of the aforementioned cases filed on November 22, 2019, attempt to litigate the same
4 issues, parties, and entities already in controversy in the family court case number D-18-575686-L,
5 which had been in litigation for a year and a half prior to filing of the aforementioned complaints.

6 137. The aforementioned complaints not only lacked legal merit, but were already the subject of
7 litigation between the parties.

8 138. Counterdefendants' Botnari and Vitiok's purpose in filing the aforementioned complaints
9 was to harass SHEIKHAI and deplete his funds so that he could not afford to defend the family law
10 case and in an effort to have SHEIKHAI default on the promissory note between SHEIKHAI and
11 Mr. Botnari.

12 139. As a direct and proximate result of the foregoing, SHEIKHAI has been damaged in an
13 amount in excess of \$15,000, said amount to be determined at trial.

14 140. In order to prosecute this action, SHEIKHAI had to retain attorneys to represent him, and he
15 is entitled to fair and reasonable attorneys' fees associated with protecting his rights.
16

17 **EIGHTH CAUSE OF ACTION**

18 (Breach of the Implied Covenant of Good Faith and Fair Dealing – Promissory Note)

19 141. SHEIKHAI repeats and realleges the allegations in Paragraphs 1 through 140, inclusive, as
20 if fully set forth at this point and incorporates them herein by reference.

21 142. SHEIKHAI repeats and realleges the allegations in Paragraphs 13 through 58, inclusive, as
22 if fully set forth at this point and incorporates them herein by reference in support of this cause of
23 action.

24 143. SHEIKHAI and Mr. Botnari were parties to a contract, i.e. the Promissory Note.

25 144. Under the Promissory Note, Mr. Botnari owed a duty of good faith and fair dealing to
26 SHEIKHAI.

27 145. Mr. Botnari breached that duty by filing cases A-19-805955-C and A-19-801513-P against
28

1 SHEIKHAI, not for any legitimate purpose, but to drain SHEIKHAI's funds in an attempt to force
2 SHEIKHAI to default on his payments to Mr. Botnari under the Promissory Note.

3 146. Both of the aforementioned cases filed on November 22, 2019, attempt to litigate the same
4 issues, parties, and entities already in controversy in the family court case number D-18-575686-L,
5 which had been in litigation for a year and a half prior to filing of the aforementioned complaints.

6 147. The aforementioned complaints not only lacked legal merit, but were already the subject of
7 litigation between the parties.

8 148. As a direct and proximate result of the foregoing, SHEIKHAI has been damaged in an
9 amount in excess of \$15,000, said amount to be determined at trial.

10 149. In order to prosecute this action, SHEIKHAI had to retain attorneys to represent him, and he
11 is entitled to fair and reasonable attorneys' fees associated with protecting his rights.

12 13 **NINTH CAUSE OF ACTION**

14 (Attorneys' Fees and Costs)

15 150. SHEIKHAI repeats and realleges the allegations in Paragraphs 1 through 149, inclusive, as
16 if fully set forth at this point and incorporates them herein by reference.

17 151. In order to prosecute this action, SHEIKHAI had to retain attorneys to represent him, and he
18 is entitled to fair and reasonable attorneys' fees associated with protecting his rights.

19 152. SHEIKHAI is entitled to collect attorney fees as special damages in the complaint pursuant
20 to Nevada Rule of Civil Procedure 9(g).

21 153. Attorneys' fees and costs are a "natural and proximate consequence of the injurious conduct"
22 by Counterdefendants, and each of them.

23 154. SHEIKHAI pleads attorneys' fees and costs as a special cause of action to preserve the
24 remedy to attorneys' fees and costs as required by Liu v. Christopher Homes, LLC, 321 P.3d 875
25 (2014); Sandy Valley Assoc. v. Sky Ranch Estates Owners Ass'n, 117 Nev. 948, 956, 35 P.3d 964,
26 969 (2001).

1 **PRAYERS FOR RELIEF**

2 WHEREFORE, SHEIKHAI prays for judgment against Counterdefendants, jointly and
3 severally, as follows:

4 155. For damages related to Violation of Uniform Trade Secret Act (NRS 600A) as stated above;

5 156. For damages related to False Light, Disparagement, Defamation, and Defamation Per Se as
6 requested above;

7 157. For damages related to Intentional Interference with Prospective Economic Advantage as
8 stated above;

9 158. For damages related to Civil Conspiracy as stated above;

10 159. For damages related to Conversion/Trespass to Chattel as stated above;

11 160. For Restitution of Tax Liens as stated above;

12 161. For damages related to Abuse of Process as stated above;

13 162. For damages related to Breach of the Implied Covenant of Good Faith and Fair Dealing as
14 stated above;

15 163. For a finding that Counterdefendants Botnari, Mereora, Mulkins, Gozrav, Neagu, Vitiok, and
16 Universal Motorcars are all alter egos of one another and engaged in civil conspiracy;

17 164. For attorneys' fees and costs incurred herein;

18 165. For exemplary damages;

19 166. For such other and further relief as the Court may deem just and proper.
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1 CONCLUSION

2 WHEREFORE, these answering Defendants demand judgment that Plaintiff
3 /Counterdefendant takes nothing by way of the Complaint on file herein, for all relief requested in
4 SHEIKHAI's Counterclaim and Cross-claims, and that these answering Defendants be awarded
5 reasonable attorney's fees.

6 **DATED** this 22nd day of October, 2020

7 WILICK LAW GROUP

8
9 */s/ Marshal S. Willick*

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16
17 MICHAEL B. LEE, P.C.

18
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Attorneys for Defendant ZOHREH AMIRYAVARI

1 ¹ Michael Lee has granted us permission in writing to e-sign the document on his behalf.

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of the WILICK LAW GROUP and that on this 22nd day of October, 2020, I caused the foregoing document to be served as follows:

- ☒ Pursuant to EDCR 8.05(a), EDCR 8.05(f), NRCP 5(b)(2)(D) and Administrative Order 14-2 captioned "In the Administrative Matter of Mandatory Electronic Service in the Eighth Judicial District Court," by mandatory electronic service through the Eighth Judicial District Court's electronic filing system.
- ☐ By placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada.
- ☐ pursuant to EDCR 7.26, to be sent via facsimile, by duly executed consent for service by electronic means.
- ☐ Pursuant to NRCP 5(b)(2)(D), by email by duly executed consent for service by electronic means.
- ☐ By hand delivery with signed Receipt of Copy.
- ☐ By First Class, Certified U.S. Mail.
- ☐ By placing same to be deposited for mailing in the United States Mail, Certified, Return Receipt Requested, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada;

To the address, email address, and/or facsimile number indicated below:

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/s/ Mallory Yeargan

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EXHIBIT “J”

RESP

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Attorneys for Defendant SLC, LLC

**DISTRICT COURT
CLARK COUNTY, NEVADA**

VITIOK, LLC, a Nevada Limited Liability
Company,

Plaintiff,

v.

SLC, LLC, a Nevada Limited Liability
Company; HAMID SHEIKHAI, an individual;
ZOHREH AMIRYAVARI, an individual, and
DOES I through X and ROE
CORPORATIONS I through X, inclusive,

Defendants

Case No. A-19-805955-C
Dept No. 22

**DEFENDANT SLC, LLC'S AMENDED RESPONSES TO
PLAINTIFF'S FIRST REQUEST FOR ADMISSIONS**

Pursuant to NRCP 36, Defendant SLC, LLC amends (amendments are underlined) its
previous responses to Plaintiff's First Requests for Admissions as follows:

REQUEST FOR ADMISSION NO. 1: Admit that Hamid is a member of SLC.

RESPONSE TO REQUEST FOR ADMISSION NO. 1: Deny. As discovery is still continuing,
Defendant retains its right to supplement this request.

REQUEST FOR ADMISSION NO. 2: Admit that Zohreh is a manager of SLC.

RESPONSE TO REQUEST FOR ADMISSION NO. 2: Deny. As discovery is still continuing,
Defendant retains its right to supplement this request.

1 **REQUEST FOR ADMISSION NO. 3:** Admit that in 2013, the Nevada Department of Motor
2 Vehicles issued a directive prohibiting Hamid from operating a smog repair facility.

3 **RESPONSE TO REQUEST FOR ADMISSION NO. 3:** Objection. The term “directive” is
4 vague. Subject to this objection, the Nevada Department of Motor Vehicles revoked his license
5 to operate a smog repair facility. As discovery is still continuing, Defendant retains its right to
6 supplement this request.
7

8 **REQUEST FOR ADMISSION NO. 4:** Admit that Hamid operates and/or oversees the day to day
9 operations of SLC.

10 **RESPONSE TO REQUEST FOR ADMISSION NO. 4:** Admit. As discovery is still
11 continuing, Defendant retains its right to supplement this request.

12 **REQUEST FOR ADMISSION NO. 5:** Admit that Hamid operated and/or oversaw the day to day
13 operations of Zip Zap Auto after June of 2018.
14

15 **RESPONSE TO REQUEST FOR ADMISSION NO. 5:** Admit. As discovery is still continuing,
16 Defendant retains its right to supplement this request.

17 **REQUEST FOR ADMISSION NO. 6:** Admit that Hamid currently operates and/or oversees the
18 day to day operations of Zip Zap Auto.

19 **RESPONSE TO REQUEST FOR ADMISSION NO. 6:** Admit. As discovery is still continuing,
20 Defendant retains its right to supplement this request.
21

22 **REQUEST FOR ADMISSION NO. 7:** Admit that you are Hamid’s alter ego.

23 **RESPONSE TO REQUEST FOR ADMISSION NO. 7:** Deny. As discovery is still continuing,
24 Defendant retains its right to supplement this request.

25 **REQUEST FOR ADMISSION NO. 8:** Admit that on June 1, 2014, Vitiok purchased Zip Zap
26 Auto business and its assets from Samir LLC.
27
28

1 **RESPONSE TO REQUEST FOR ADMISSION NO. 8:** Deny. As discovery is still continuing,
2 Defendant retains its right to supplement this request.

3 **REQUEST FOR ADMISSION NO. 9:** Admit that after Vitiok purchased Zip Zap Auto from
4 Samir LLC on June 1, 2014, that neither you or Hamid had any legal interest or right to Zip Zap
5 Auto, including but not limited to the business, its name, or its assets.

6 **RESPONSE TO REQUEST FOR ADMISSION NO. 9:** Deny. As discovery is still continuing,
7 Defendant retains its right to supplement this request.

8 **REQUEST FOR ADMISSION NO. 10:** Admit that on June 5, 2014, Vitiok registered “Zip Zap
9 Auto” as a dba of Vitiok.

10 **RESPONSE TO REQUEST FOR ADMISSION NO. 10:** Hamid Sheikhai registered Vitiok,
11 LLC, doing business as Zip Zap Auto in 2014. As discovery is still continuing, Defendant
12 retains its right to supplement this request.

13 **REQUEST FOR ADMISSION NO. 11:** Admit that in 2014, Vitiok began operating “Zip Zap
14 Auto” at 3230 N. Durango Road, Las Vegas, NV 89129.

15 **RESPONSE TO REQUEST FOR ADMISSION NO. 11:** Admit. Vitiok did run Zip Zap Auto
16 with Hamid’s permission. Vitiok did not own the name Zip Zap Auto. As discovery is still
17 continuing, Defendant retains its right to supplement this request.

18 **REQUEST FOR ADMISSION NO. 12:** Admit that on June 5, 2018, Stone & Stone LLC evicted
19 Vitiok from 3230 N. Durango Road, Las Vegas, NV 89129.

20 **RESPONSE TO REQUEST FOR ADMISSION NO. 12:** Deny. As discovery is still
21 continuing, Defendant retains its right to supplement this request.

22 **REQUEST FOR ADMISSION NO. 13:** Admit that Stone & Stone LLC commenced and
23 proceeded with the eviction of Vitiok from 3230 N. Durango Road, Las Vegas NV 89129 pursuant
24 to your direction and approval.

1 **RESPONSE TO REQUEST FOR ADMISSION NO. 13:** Deny. As discovery is still continuing,
2 Defendant retains its right to supplement this request.

3 **REQUEST FOR ADMISSION NO. 14:** Admit that on June 6, 2018, SLC began to operate
4 Vitiok's business under the name of Zip Zap Auto at 3230 N. Durango Road, Las Vegas, NV 89129.

5 **RESPONSE TO REQUEST FOR ADMISSION NO. 14:** **Admit. SLC did run Zip Zap Auto**
6 **with Hamid's permission. Vitiok did not own the name Zip Zap Auto.** As discovery is still
7 continuing, Defendant retains its right to supplement this request.

8 **REQUEST FOR ADMISSION NO. 15:** Admit that Hamid operated Zip Zap Auto after Vitiok
9 purchased Zip Zap Auto without Vitiok's consent.

10 **RESPONSE TO REQUEST FOR ADMISSION NO. 15:** Deny. As discovery is still continuing,
11 Defendant retains its right to supplement this request.

12 **REQUEST FOR ADMISSION NO. 16:** Admit that you used Vitiok's dba name of Zip Zap Auto
13 without Vitiok's consent or approval.

14 **RESPONSE TO REQUEST FOR ADMISSION NO. 16:** Deny. As discovery is still continuing,
15 Defendant retains its right to supplement this request.

16 **REQUEST FOR ADMISSION NO. 17:** Admit that you used Vitiok's assets, customer directory,
17 good will, and its computer data base.

18 **RESPONSE TO REQUEST FOR ADMISSION NO. 17:** **Objection. The Request is compound.**
19 As discovery is still continuing, Defendant retains its right to supplement this request.

20 **REQUEST FOR ADMISSION NO. 18:** Admit that Hamid realized a financial benefit from Zip
21 Zap Auto after June 6, 2018.

22 **RESPONSE TO REQUEST FOR ADMISSION NO. 18:** Deny. As discovery is still
23 continuing, Defendant retains its right to supplement this request.

1 **REQUEST FOR ADMISSION NO. 19:** Admit that you have not provided Vitiok any portion of
2 the income, revenue, or benefits that was realized through Zip Zap Auto after June 6, 2018.

3 **RESPONSE TO REQUEST FOR ADMISSION NO. 19:** Deny. As discovery is still
4 continuing, Defendant retains its right to supplement this request.

5 **REQUEST FOR ADMISSION NO. 20:** Admit that Vitiok had existing business and economic
6 interest in Zip Zap Auto after its purchase of Zip Zap Auto in 2014.

7 **RESPONSE TO REQUEST FOR ADMISSION NO. 20:** Deny. As discovery is still continuing,
8 Defendant retains its right to supplement this request.

9 **REQUEST FOR ADMISSION NO. 21:** Admit that you knew of Vitiok's economic interest in Zip
10 Zap Auto.

11 **RESPONSE TO REQUEST FOR ADMISSION NO. 21:** Deny. As discovery is still continuing,
12 Defendant retains its right to supplement this request.

13 **REQUEST FOR ADMISSION NO. 22:** Admit that you operated your business under the name
14 Zip Zap Auto without Vitiok's consent.

15 **RESPONSE TO REQUEST FOR ADMISSION NO. 22:**

16 Deny. As discovery is still continuing, Defendant retains its right to supplement this
17 request.

18 **REQUEST FOR ADMISSION NO. 23:** Admit that you used Vitiok's dba. Zip Zap Auto, without
19 Vitiok's consent to collect money using Vitiok's dba. Zip Zap Auto.

20 **RESPONSE TO REQUEST FOR ADMISSION NO. 23:** Deny. As discovery is still continuing,
21 Defendant retains its right to supplement this request.

22 **REQUEST FOR ADMISSION NO. 24:** Admit that you used Vitiok's dba. Zip Zap Auto, without
23 Vitiok's consent to obtain control over Vitiok's assets for an economic advantage.

1 **RESPONSE TO REQUEST FOR ADMISSION NO. 24:** Deny. As discovery is still
2 continuing, Defendant retains its right to supplement this request.

3 **REQUEST FOR ADMISSION NO. 25:** Admit that you did not inform any customers of Zip Zap
4 Auto after June 6, 2020, that Vitiok had been evicted.

5 **RESPONSE TO REQUEST FOR ADMISSION NO. 25:** Objection. The Request is vague,
6 ambiguous, and not reasonably calculated to lead to the discovery of admissible evidence. As
7 discovery is still continuing, Defendant retains its right to supplement this request.

8 **REQUEST FOR ADMISSION NO. 26:** Admit that you did not inform any customers of Zip Zap
9 Auto after June 6, 2018 that Zip Zap Auto was being operated under/by different persons and a
10 different entity.

11 **RESPONSE TO REQUEST FOR ADMISSION NO. 26:** Objection. The Request is vague,
12 ambiguous, and not reasonably calculated to lead to the discovery of admissible evidence. As
13 discovery is still continuing, Defendant retains its right to supplement this request.

14 **REQUEST FOR ADMISSION NO. 27:** Admit that you confused and/or misled Vitiok's former
15 customers by doing business under the name Zip Zap Auto.

16 **RESPONSE TO REQUEST FOR ADMISSION NO. 27:** Objection. The Request lacks
17 foundation, seeks for a party narrative as to the events in this matter, and is not reasonably
18 calculated to lead to the discovery of admissible evidence. As discovery is still continuing,
19 Defendant retains its right to supplement this request.

20 **REQUEST FOR ADMISSION NO. 28:** Admit that you maintain possession of Vitiok's business
21 and its assets without payment to Vitiok.

22 **RESPONSE TO REQUEST FOR ADMISSION NO. 28:** Deny. As discovery is still
23 continuing, Defendant retains its right to supplement this request.

1 **REQUEST FOR ADMISSION NO. 29:** Admit that you liquidated, transferred, utilized and/or
2 diverted assets from Vitiok without Vitiok's consent or approval.

3 **RESPONSE TO REQUEST FOR ADMISSION NO. 29:** Deny. As discovery is still continuing,
4 Defendant retains its right to supplement this request.

5 **REQUEST FOR ADMISSION NO. 30:** Admit that Hamid made decisions about Zip Zap Auto
6 that materially affected Vitiok.

7 **RESPONSE TO REQUEST FOR ADMISSION NO. 30:** Objection. The Request is vague as to
8 the term "decisions." As discovery is still continuing, Defendant retains its right to supplement
9 this request.

10 **REQUEST FOR ADMISSION NO. 31:** Admit that you did not recognize or acknowledge
11 Vitiok's ownership in Zip Zap Auto.

12 **RESPONSE TO REQUEST FOR ADMISSION NO. 31:** Objection. The Request is vague and
13 ambiguous as to the terms "recognize" and "acknowledge." Moreover, the Request is not
14 reasonably calculated to lead to the discovery of admissible evidence. As discovery is still
15 continuing, Defendant retains its right to supplement this request.

16 **REQUEST FOR ADMISSION NO. 32:** Admit that Vitiok is the owner of Zip Zap Auto.

17 **RESPONSE TO REQUEST FOR ADMISSION NO. 32:** Deny. As discovery is still continuing,
18 Defendant retains its right to supplement this request.

19 **REQUEST FOR ADMISSION NO. 33:** Admit that you did not purchase Zip Zap Auto from
20 Vitiok.

21 **RESPONSE TO REQUEST FOR ADMISSION NO. 33:** Admit. As discovery is still
22 continuing, Defendant retains its right to supplement this request.

23 **REQUEST FOR ADMISSION NO. 34:** Admit that you did not purchase the name of Zip Zap
24 Auto from Vitiok.

1 **RESPONSE TO REQUEST FOR ADMISSION NO. 34:** Admit. As discovery is still
2 continuing, Defendant retains its right to supplement this request.

3 **REQUEST FOR ADMISSION NO. 35:** Admit that you did not purchase the assets of Zip Zap
4 Auto from Vitiok.

5 **RESPONSE TO REQUEST FOR ADMISSION NO. 35:** Admit. As discovery is still
6 continuing, Defendant retains its right to supplement this request.

7 **REQUEST FOR ADMISSION NO. 36:** Admit that you did not have the permission to operate,
8 profit from, or use the assets of Vitiok and Zip Zap Auto.

9 **RESPONSE TO REQUEST FOR ADMISSION NO. 36:** Deny. As discovery is still continuing,
10 Defendant retains its right to supplement this request.

11 **REQUEST FOR ADMISSION NO. 37:** Admit that Vitiok has a right to all financial information
12 of Zip Zap Auto.

13 **RESPONSE TO REQUEST FOR ADMISSION NO. 37:** Deny. As discovery is still continuing,
14 Defendant retains its right to supplement this request.

15 **REQUEST FOR ADMISSION NO. 38:** Admit that Hamid is the individual who makes the
16 decisions for SLC.

17 **RESPONSE TO REQUEST FOR ADMISSION NO. 38:** Admit. As discovery is still
18 continuing, Defendant retains its right to supplement this request.

19 **REQUEST FOR ADMISSION NO. 39:** Admit that SLC only follows the directives and direction
20 given by Hamid.

21 ///

RESPONSE TO REQUEST FOR ADMISSION NO. 39: Admit. As discovery is still continuing, Defendant retains its right to supplement this request.

DATED this 28th day of July, 2020.

HUTCHISON & STEFFEN, PLLC

/s/Christian Orme

Jacob A. Reynolds (10199)

Christian M. Orme (10175)

Attorneys for Defendant SLC, LLC

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of HUTCHISON & STEFFEN, PLLC and that on this 28th day of July, 2020, I caused the document entitled **DEFENDANT SLC, LLC'S AMENDED RESPONSES TO PLAINTIFF'S FIRST REQUEST FOR ADMISSIONS**

to be served as follows:

- ☒ to be electronically served through the Eighth Judicial District Court's electronic filing system pursuant to NEFCR (9); and/or
- ☐ to be placed in the U.S. Mail with pre-paid first-class postage; and/or
- ☐ to be faxed; and/or
- ☐ to be hand-delivered

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EXHIBIT “K”

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**DISTRICT COURT
CLARK COUNTY, NEVADA**

VITIOK, LLC, a Nevada Limited Liability
Company,

Plaintiff,

v.

SLC, LLC, a Nevada Limited Liability
Company; HAMID SHEIKHAI, an individual;
ZOHREH AMIRYAVARI, an individual, and
DOES I through X and ROE
CORPORATIONS I through X, inclusive,

Defendants

Case No. A-19-805955-C
Dept No. 22

**DEFENDANT SLC, LLC'S AMENDED RESPONSES TO
PLAINTIFF'S FIRST REQUEST FOR ADMISSIONS**

Pursuant to NRCP 36, Defendant SLC, LLC amends (amendments are underlined) its
previous responses to Plaintiff's First Requests for Admissions as follows:

REQUEST FOR ADMISSION NO. 1: Admit that Hamid is a member of SLC.

RESPONSE TO REQUEST FOR ADMISSION NO. 1: Deny. As discovery is still continuing,
Defendant retains its right to supplement this request.

REQUEST FOR ADMISSION NO. 2: Admit that Zohreh is a manager of SLC.

RESPONSE TO REQUEST FOR ADMISSION NO. 2: Deny. As discovery is still continuing,
Defendant retains its right to supplement this request.

1 **REQUEST FOR ADMISSION NO. 3:** Admit that in 2013, the Nevada Department of Motor
2 Vehicles issued a directive prohibiting Hamid from operating a smog repair facility.

3 **RESPONSE TO REQUEST FOR ADMISSION NO. 3:** Objection. The term “directive” is
4 vague. Subject to this objection, the Nevada Department of Motor Vehicles revoked his license
5 to operate a smog repair facility. As discovery is still continuing, Defendant retains its right to
6 supplement this request.
7

8 **REQUEST FOR ADMISSION NO. 4:** Admit that Hamid operates and/or oversees the day to day
9 operations of SLC.

10 **RESPONSE TO REQUEST FOR ADMISSION NO. 4:** Admit. As discovery is still
11 continuing, Defendant retains its right to supplement this request.

12 **REQUEST FOR ADMISSION NO. 5:** Admit that Hamid operated and/or oversaw the day to day
13 operations of Zip Zap Auto after June of 2018.

14 **RESPONSE TO REQUEST FOR ADMISSION NO. 5:** Admit. As discovery is still continuing,
15 Defendant retains its right to supplement this request.

16 **REQUEST FOR ADMISSION NO. 6:** Admit that Hamid currently operates and/or oversees the
17 day to day operations of Zip Zap Auto.

18 **RESPONSE TO REQUEST FOR ADMISSION NO. 6:** Admit. As discovery is still continuing,
19 Defendant retains its right to supplement this request.

20 **REQUEST FOR ADMISSION NO. 7:** Admit that you are Hamid’s alter ego.

21 **RESPONSE TO REQUEST FOR ADMISSION NO. 7:** Deny. As discovery is still continuing,
22 Defendant retains its right to supplement this request.

23 **REQUEST FOR ADMISSION NO. 8:** Admit that on June 1, 2014, Vitiok purchased Zip Zap
24 Auto business and its assets from Samir LLC.

1 **RESPONSE TO REQUEST FOR ADMISSION NO. 8:** Deny. As discovery is still continuing,
2 Defendant retains its right to supplement this request.

3 **REQUEST FOR ADMISSION NO. 9:** Admit that after Vitiok purchased Zip Zap Auto from
4 Samir LLC on June 1, 2014, that neither you or Hamid had any legal interest or right to Zip Zap
5 Auto, including but not limited to the business, its name, or its assets.

6 **RESPONSE TO REQUEST FOR ADMISSION NO. 9:** Deny. As discovery is still continuing,
7 Defendant retains its right to supplement this request.

8 **REQUEST FOR ADMISSION NO. 10:** Admit that on June 5, 2014, Vitiok registered “Zip Zap
9 Auto” as a dba of Vitiok.

10 **RESPONSE TO REQUEST FOR ADMISSION NO. 10:** Hamid Sheikhai registered Vitiok,
11 LLC, doing business as Zip Zap Auto in 2014. As discovery is still continuing, Defendant
12 retains its right to supplement this request.

13 **REQUEST FOR ADMISSION NO. 11:** Admit that in 2014, Vitiok began operating “Zip Zap
14 Auto” at 3230 N. Durango Road, Las Vegas, NV 89129.

15 **RESPONSE TO REQUEST FOR ADMISSION NO. 11:** Admit. Vitiok did run Zip Zap Auto
16 with Hamid’s permission. Vitiok did not own the name Zip Zap Auto. As discovery is still
17 continuing, Defendant retains its right to supplement this request.

18 **REQUEST FOR ADMISSION NO. 12:** Admit that on June 5, 2018, Stone & Stone LLC evicted
19 Vitiok from 3230 N. Durango Road, Las Vegas, NV 89129.

20 **RESPONSE TO REQUEST FOR ADMISSION NO. 12:** Deny. As discovery is still
21 continuing, Defendant retains its right to supplement this request.

22 **REQUEST FOR ADMISSION NO. 13:** Admit that Stone & Stone LLC commenced and
23 proceeded with the eviction of Vitiok from 3230 N. Durango Road, Las Vegas NV 89129 pursuant
24 to your direction and approval.

1 **RESPONSE TO REQUEST FOR ADMISSION NO. 13:** Deny. As discovery is still continuing,
2 Defendant retains its right to supplement this request.

3 **REQUEST FOR ADMISSION NO. 14:** Admit that on June 6, 2018, SLC began to operate
4 Vitiok's business under the name of Zip Zap Auto at 3230 N. Durango Road, Las Vegas, NV 89129.

5 **RESPONSE TO REQUEST FOR ADMISSION NO. 14:** **Admit. SLC did run Zip Zap Auto**
6 **with Hamid's permission. Vitiok did not own the name Zip Zap Auto.** As discovery is still
7 continuing, Defendant retains its right to supplement this request.

8 **REQUEST FOR ADMISSION NO. 15:** Admit that Hamid operated Zip Zap Auto after Vitiok
9 purchased Zip Zap Auto without Vitiok's consent.

10 **RESPONSE TO REQUEST FOR ADMISSION NO. 15:** Deny. As discovery is still continuing,
11 Defendant retains its right to supplement this request.

12 **REQUEST FOR ADMISSION NO. 16:** Admit that you used Vitiok's dba name of Zip Zap Auto
13 without Vitiok's consent or approval.

14 **RESPONSE TO REQUEST FOR ADMISSION NO. 16:** Deny. As discovery is still continuing,
15 Defendant retains its right to supplement this request.

16 **REQUEST FOR ADMISSION NO. 17:** Admit that you used Vitiok's assets, customer directory,
17 good will, and its computer data base.

18 **RESPONSE TO REQUEST FOR ADMISSION NO. 17:** **Objection. The Request is compound.**
19 As discovery is still continuing, Defendant retains its right to supplement this request.

20 **REQUEST FOR ADMISSION NO. 18:** Admit that Hamid realized a financial benefit from Zip
21 Zap Auto after June 6, 2018.

22 **RESPONSE TO REQUEST FOR ADMISSION NO. 18:** Deny. As discovery is still
23 continuing, Defendant retains its right to supplement this request.

1 **REQUEST FOR ADMISSION NO. 19:** Admit that you have not provided Vitiok any portion of
2 the income, revenue, or benefits that was realized through Zip Zap Auto after June 6, 2018.

3 **RESPONSE TO REQUEST FOR ADMISSION NO. 19:** Deny. As discovery is still
4 continuing, Defendant retains its right to supplement this request.

5 **REQUEST FOR ADMISSION NO. 20:** Admit that Vitiok had existing business and economic
6 interest in Zip Zap Auto after its purchase of Zip Zap Auto in 2014.

7 **RESPONSE TO REQUEST FOR ADMISSION NO. 20:** Deny. As discovery is still continuing,
8 Defendant retains its right to supplement this request.

9 **REQUEST FOR ADMISSION NO. 21:** Admit that you knew of Vitiok's economic interest in Zip
10 Zap Auto.

11 **RESPONSE TO REQUEST FOR ADMISSION NO. 21:** Deny. As discovery is still continuing,
12 Defendant retains its right to supplement this request.

13 **REQUEST FOR ADMISSION NO. 22:** Admit that you operated your business under the name
14 Zip Zap Auto without Vitiok's consent.

15 **RESPONSE TO REQUEST FOR ADMISSION NO. 22:**

16 Deny. As discovery is still continuing, Defendant retains its right to supplement this
17 request.

18 **REQUEST FOR ADMISSION NO. 23:** Admit that you used Vitiok's dba. Zip Zap Auto, without
19 Vitiok's consent to collect money using Vitiok's dba. Zip Zap Auto.

20 **RESPONSE TO REQUEST FOR ADMISSION NO. 23:** Deny. As discovery is still continuing,
21 Defendant retains its right to supplement this request.

22 **REQUEST FOR ADMISSION NO. 24:** Admit that you used Vitiok's dba. Zip Zap Auto, without
23 Vitiok's consent to obtain control over Vitiok's assets for an economic advantage.

1 **RESPONSE TO REQUEST FOR ADMISSION NO. 24:** Deny. As discovery is still
2 continuing, Defendant retains its right to supplement this request.

3 **REQUEST FOR ADMISSION NO. 25:** Admit that you did not inform any customers of Zip Zap
4 Auto after June 6, 2020, that Vitiok had been evicted.

5 **RESPONSE TO REQUEST FOR ADMISSION NO. 25:** Objection. The Request is vague,
6 ambiguous, and not reasonably calculated to lead to the discovery of admissible evidence. As
7 discovery is still continuing, Defendant retains its right to supplement this request.

8 **REQUEST FOR ADMISSION NO. 26:** Admit that you did not inform any customers of Zip Zap
9 Auto after June 6, 2018 that Zip Zap Auto was being operated under/by different persons and a
10 different entity.

11 **RESPONSE TO REQUEST FOR ADMISSION NO. 26:** Objection. The Request is vague,
12 ambiguous, and not reasonably calculated to lead to the discovery of admissible evidence. As
13 discovery is still continuing, Defendant retains its right to supplement this request.

14 **REQUEST FOR ADMISSION NO. 27:** Admit that you confused and/or misled Vitiok's former
15 customers by doing business under the name Zip Zap Auto.

16 **RESPONSE TO REQUEST FOR ADMISSION NO. 27:** Objection. The Request lacks
17 foundation, seeks for a party narrative as to the events in this matter, and is not reasonably
18 calculated to lead to the discovery of admissible evidence. As discovery is still continuing,
19 Defendant retains its right to supplement this request.

20 **REQUEST FOR ADMISSION NO. 28:** Admit that you maintain possession of Vitiok's business
21 and its assets without payment to Vitiok.

22 **RESPONSE TO REQUEST FOR ADMISSION NO. 28:** Deny. As discovery is still
23 continuing, Defendant retains its right to supplement this request.

1 **REQUEST FOR ADMISSION NO. 29:** Admit that you liquidated, transferred, utilized and/or
2 diverted assets from Vitiok without Vitiok's consent or approval.

3 **RESPONSE TO REQUEST FOR ADMISSION NO. 29:** Deny. As discovery is still continuing,
4 Defendant retains its right to supplement this request.

5 **REQUEST FOR ADMISSION NO. 30:** Admit that Hamid made decisions about Zip Zap Auto
6 that materially affected Vitiok.

7 **RESPONSE TO REQUEST FOR ADMISSION NO. 30:** Objection. The Request is vague as to
8 the term "decisions." As discovery is still continuing, Defendant retains its right to supplement
9 this request.

10 **REQUEST FOR ADMISSION NO. 31:** Admit that you did not recognize or acknowledge
11 Vitiok's ownership in Zip Zap Auto.

12 **RESPONSE TO REQUEST FOR ADMISSION NO. 31:** Objection. The Request is vague and
13 ambiguous as to the terms "recognize" and "acknowledge." Moreover, the Request is not
14 reasonably calculated to lead to the discovery of admissible evidence. As discovery is still
15 continuing, Defendant retains its right to supplement this request.

16 **REQUEST FOR ADMISSION NO. 32:** Admit that Vitiok is the owner of Zip Zap Auto.

17 **RESPONSE TO REQUEST FOR ADMISSION NO. 32:** Deny. As discovery is still continuing,
18 Defendant retains its right to supplement this request.

19 **REQUEST FOR ADMISSION NO. 33:** Admit that you did not purchase Zip Zap Auto from
20 Vitiok.

21 **RESPONSE TO REQUEST FOR ADMISSION NO. 33:** Admit. As discovery is still
22 continuing, Defendant retains its right to supplement this request.

23 **REQUEST FOR ADMISSION NO. 34:** Admit that you did not purchase the name of Zip Zap
24 Auto from Vitiok.

1 **RESPONSE TO REQUEST FOR ADMISSION NO. 34:** Admit. As discovery is still
2 continuing, Defendant retains its right to supplement this request.

3 **REQUEST FOR ADMISSION NO. 35:** Admit that you did not purchase the assets of Zip Zap
4 Auto from Vitiok.

5 **RESPONSE TO REQUEST FOR ADMISSION NO. 35:** Admit. As discovery is still
6 continuing, Defendant retains its right to supplement this request.

7 **REQUEST FOR ADMISSION NO. 36:** Admit that you did not have the permission to operate,
8 profit from, or use the assets of Vitiok and Zip Zap Auto.

9 **RESPONSE TO REQUEST FOR ADMISSION NO. 36:** Deny. As discovery is still continuing,
10 Defendant retains its right to supplement this request.

11 **REQUEST FOR ADMISSION NO. 37:** Admit that Vitiok has a right to all financial information
12 of Zip Zap Auto.

13 **RESPONSE TO REQUEST FOR ADMISSION NO. 37:** Deny. As discovery is still continuing,
14 Defendant retains its right to supplement this request.

15 **REQUEST FOR ADMISSION NO. 38:** Admit that Hamid is the individual who makes the
16 decisions for SLC.

17 **RESPONSE TO REQUEST FOR ADMISSION NO. 38:** Admit. As discovery is still
18 continuing, Defendant retains its right to supplement this request.

19 **REQUEST FOR ADMISSION NO. 39:** Admit that SLC only follows the directives and direction
20 given by Hamid.

21 ///

RESPONSE TO REQUEST FOR ADMISSION NO. 39: Admit. As discovery is still continuing, Defendant retains its right to supplement this request.

DATED this 28th day of July, 2020.

HUTCHISON & STEFFEN, PLLC

/s/Christian Orme

Jacob A. Reynolds (10199)

Christian M. Orme (10175)

Attorneys for Defendant SLC, LLC

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of HUTCHISON & STEFFEN, PLLC and that on this 28th day of July, 2020, I caused the document entitled **DEFENDANT SLC, LLC'S AMENDED RESPONSES TO PLAINTIFF'S FIRST REQUEST FOR ADMISSIONS**

to be served as follows:

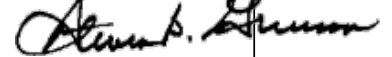
- ☒ to be electronically served through the Eighth Judicial District Court's electronic filing system pursuant to NEFCR (9); and/or
- ☐ to be placed in the U.S. Mail with pre-paid first-class postage; and/or
- ☐ to be faxed; and/or
- ☐ to be hand-delivered

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

SLC LLC, a Nevada limited liability company,)	Case No. A-21-835625-C
	)	Dept. No. 4
Plaintiff,)	
vs.	)	PLAINTIFF/COUNTER-DEFENDANT
	)	SLC LLC'S DEMAND FOR JURY
	)	TRIAL
LARISA MEREORA, an individual, et al.,)	
)	
Defendants.	)	Complaint Filed: June 2, 2021
	)	Trial Date: Not Set
)	
)	
)	
)	
LARISA MEREORA, an individual, et al.,)	
)	
)	
Counterclaimants,)	
)	
vs.)	
)	
SLC LLC, a Nevada limited liability company,)	
)	
)	
Counterdefendants.)	
)	

DEMAND FOR JURY TRIAL

Case Number: A-21-835625-C

ROA000400

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Dated: February 1, 2022



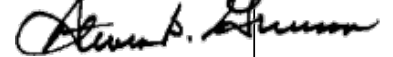
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12 **EIGHTH JUDICIAL DISTRICT COURT**
13 **CLARK COUNTY, NEVADA**
14

15 SLC LLC, a Nevada limited liability) Case No. A-21-835625-C
16 company,) Dept. No. 4
17)
18 Plaintiff,) **PLAINTIFF/COUNTER-DEFENDANT**
19 vs.) **SLC LLC'S REPLY IN SUPPORT OF**
20) **RULE 12(B)(5) MOTION TO DISMISS**
21 LARISA MEREORA, an individual, et) **COUNTERCLAIM**
22 al.,)
23)
24 Defendants.)
25) **DATE OF HEARING: March 3, 2022**
26) **TIME OF HEARING: 9:00 a.m.**
27)
28)

29 LARISA MEREORA, and individual, et) Complaint Filed: June 2, 2021
30 al.,)
31)
32 Counterclaimants,)
33)
34 vs.)
35)
36 SLC LLC, a Nevada limited liability)
37 company,)
38)
39 Counterdefendants.)
40)

41 **PLAINTIFF/COUNTER-DEFENDANT SLC LLC'S**
42 **REPLY IN SUPPORT OF RULE 12(B)(5) MOTION TO DISMISS COUNTERCLAIM**

1 **I. INTRODUCTION**

2 Defendants and Counter-Claimants’ (“Counter-Claimants”) Counterclaim is
3 deficient: the *three* factual allegations and multiple conclusory statements do not
4 adequately plead the lone cause of action for abuse of process. These defects are laid out
5 in plaintiff and counter-defendant SLC LLC’s Rule 12(b)(5) Motion to Dismiss
6 (“Motion”). Instead of responding to the merits of the Motion, Counter-Claimants present
7 a vitriolic, meandering Opposition full of irrelevant law and numerous new “facts” that
8 were not alleged in the Counterclaim.

9 In addition, the thrust of the Opposition is the patently false claim that Counter-
10 Claimants were parties to prior actions and to the *confidential* Stipulation for Settlement
11 that resolved those actions.¹ Consequently, the Motion should be granted and the
12 Counterclaim should be dismissed.

13 **II. COUNTER-CLAIMANTS’ IMPROPERLY ASSERT NEW “FACTS” IN**
14 **OPPOSITION TO THE MOTION**

15 A counter-claimant “cannot attempt to cure defects in her complaint by including
16 the necessary allegations in her opposition brief” to a Rule 12 motion dismiss.² “In
17 determining the propriety of a [FRCP] Rule 12(b)(6) dismissal, a court *may not* look
18 beyond the complaint to a [counter-claimant’s] moving papers, such as a memorandum in
19 opposition to a [counter-]defendant’s motion to dismiss.”³

20 Here, Counter-Claimants’ Counterclaim contains only *three* factual allegations and
21 a few conclusory statements parroting the elements of the abuse of process claim. By
22 contrast, Counter-Claimants’ Opposition contains nearly five pages of purported facts and

23 ¹ Counter-Claimants were not named as parties or third-party beneficiaries to the
24 Stipulation for Settlement, which stipulation includes a confidentiality provision.
25 Regardless, Counter-Claimants likely came into possession of this agreement through
their attorney Bradley Hofland, who also represented parties in the settled proceedings.

26 ² *Wilson v. Holder*, 7 F. Supp. 3d 1104, 1122–23 (D. Nev. 2014), *aff’d sub nom. Wilson v.*
Lynch, 835 F.3d 1083 (9th Cir. 2016).

27 ³ *Broam v. Bogan*, 320 F.3d 1023, 1026 n. 2 (9th Cir. 2003), *quoting Schneider v. Cal.*
28 *Dep’t. of Corr.*, 151 F.3d 1194, 1197 n. 1 (9th Cir.1998).

1 135 pages of exhibits. More particularly, Counter-Claimants allege the following “facts”
2 in the Counterclaim:

- 3 1. “[SLC] does not own Zip Zap Auto”;
- 4 2. “Zip Zap Auto is owned by Hamid Sheiki [sic]”; and
- 5 3. “Hamid Sheiki [sic] in case number A-19-805955-C all claims
6 involving the [Counter-Claimants] involving the same or similar
issues, were dismissed with prejudice.”⁴

7 The Opposition, however, includes nearly five pages of facts not alleged in the
8 Counterclaim, including the same fabricated “facts” that Counter-Claimants included in
9 their unsuccessful Rule 12(b)(5) motion to dismiss—*i.e.*, that Counter-Claimants were
10 parties to or beneficiaries of a settlement agreement, and were defendants in another
11 matter.⁵ These figments of Counter-Claimants’ imagination are irrelevant for the purpose
12 of this Motion because they were not alleged in the Counterclaim.

13 Moreover, it is “improper for the court to consider ... exhibits attached to the ...
14 opposition without converting the motion to dismiss into a motion for summary judgment
15 and giving [SLC] an opportunity to respond.”⁶ SLC disputes the purported facts in the
16 Opposition and the 135 pages of exhibits attached to it, but SLC will not address them
17 unless the Motion is converted into a Rule 56 Motion for summary judgment.⁷

18 Further, although judicially noticed documents may be considered by the Court in
19 ruling on a Rule 12(b)(5) motion to dismiss,⁸ Counter-Claimants did not file a request for
20 judicial notice. Further still, nine of Counter-Claimants’ eleven exhibits are not judicially
21 noticeable. More particularly, a court may take judicial notice of facts that are “[g]enerally
22 known within the territorial jurisdiction of the trial court; or ... [c]apable of accurate and
23

24 ⁴ Counterclaim, ¶¶11-13, 16-17.

25 ⁵ *See id.*, pp. 4-8.

26 ⁶ *United States v. Ritchie*, 342 F.3d 903, 909 (9th Cir. 2003).

27 ⁷ *See id.*

28 ⁸ *See Eagle SPE NV I, Inc. v. Kiley Ranch Communities*, 5 F. Supp. 3d 1238, 1241 (D.
Nev. 2014) (*Eagle SPE NV I*)

1 ready determination by resort to sources whose accuracy cannot reasonably be questioned,
2 so that the fact is not subject to reasonable dispute.”⁹ Public records are judicially
3 noticeable, but such “judicial notice is limited to the existence and terms of the record; it
4 does not extend to the truth of statements quoted in the record or to factual findings.”¹⁰
5 Here, of the eleven exhibits in Counter-Claimants’ Appendix, only two were even
6 arguably judicially noticeable because they were publicly filed—*i.e.*, Exhibit A
7 (Stipulation and Order for Dismissal of Action filed in Case No. A-19-805955-C) and
8 Exhibit I (Answer, Counterclaim, and Cross-Claims in Case No. A-19-805955-C).

9 The remainder of the exhibits in Counter-Claimants’ Appendix consist of an
10 unfiled and *confidential* Stipulation for Settlement (Exh. B) and various discovery
11 responses in a different action (Exhs. C-H, J, K). Further still, Counter-Claimants hang
12 their hat on the pleading caption in Exhibit I, which caption was expressly rejected by the
13 trial court because Counter-Claimants were listed in that caption but were not parties.¹¹
14 And Counter-Claimants’ argument that the minute order (RJN, Exh. 4) is “ineffective for
15 any purpose” based on *Rust v. Clark Cty. Sch. Dist.*, 103 Nev. 686, 747 P.2d 1380 (1987)
16 is inapplicable and misleading.¹² More particularly, in *Rust* (and the cases upon which
17 *Rust* relied) the issue was whether an appeal was premature where the court had not yet
18 entered judgment.¹³ Regardless, here, the dockets reflect that Counter-Claimants were
19 never served and never became parties to those prior cases.¹⁴

20 Similarly, Counter-Claimants’ vague references to “the facts of this case” are
21 irrelevant to the resolution of the Motion to the extent such purported facts are not alleged

22 ⁹ NRS 47.130.

23 ¹⁰ *Ferris v. Wynn Resorts Ltd.*, 462 F. Supp. 3d 1101, 1118 (D. Nev. 2020).

24 ¹¹ See Request for Judicial Notice in Support of Plaintiff/Counter-Defendants’ Motion to
25 Dismiss “(RJN)”, Exh. 4; see also RJN, Exhs. 2 and 3 (dockets identifying the parties, on
26 which Counter-Claimants are not identified as parties).

26 ¹² Opposition, p. 9.

27 ¹³ *Rust*, 103 Nev. at 688-89.

28 ¹⁴ See RJN, Exhs. 2 and 3.

1 in the Counterclaim.¹⁵ Indeed, regardless of where such purported facts could be proven at
2 trial, if they are not alleged in the Counterclaim, then such facts cannot be considered in
3 ruling on this Motion.¹⁶

4 **III. COUNTER-CLAIMANTS' OPPOSITION IS DEVOID OF ANY**
5 **COHERENT ARGUMENT**

6 Counter-Claimants' Opposition includes the three pages of law regarding the
7 standard required for a Rule 12(b)(5) motion to dismiss, the vast majority of which
8 appears to accurately reflect the current state of the law.¹⁷ But after regurgitating the law,
9 Counter-Claimants fail to provide any argument, and instead assert two conclusory
10 statements that Counter-Claimants (1) "clearly met this pleading standard" and
11 (2) "properly and adequately stated a claim for relief that is widely recognized in the State
12 of Nevada."¹⁸ Both of these statements are incorrect.

13 It is correct that a Rule 12(b)(5) motion should be granted where there are "no set
14 of facts, which, if true, would entitle" the claimant to relief.¹⁹ It is also correct that in
15 ruling on a Rule 12(b)(5) motion the Court accepts all allegations in the challenged
16 complaint as true and in the light most favorable to the complaining party.²⁰ Finally, it is

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18 ¹⁵ *Id.*, pp. 14, 15.

19 ¹⁶ *Eagle SPE NV I*, 5 F. Supp. 3d at 1241, quoting *Hal Roach Studios, Inc. v. Richard*
20 *Feiner & Co.*, 896 F.2d 1542, 1555 n. 19 (9th Cir.1990) (in ruling on a NRCP Rule
21 12(b)(5) motion to dismiss, a district court "'may not consider any material beyond the
22 pleadings'" and judicially noticeable documents).

23 ¹⁷ Opposition, pp. 9:5-12:5.

24 ¹⁸ *Id.*, p. 12:1-5.

25 ¹⁹ *Buzz Stew, LLC v. City of N. Las Vegas*, 124 Nev. 224, 227–28, 181 P.3d 670, 672
26 (2008); see Opposition, pp. 9-12 (citing *Buzz Stew*, 124 Nev. at 227-28; *Adams v.*
27 *Johnson*, 355 F.3d 1179, 1183 (9th Cir. 2004); *Revis v. Slocumb Industries, Inc.*, 765 F.
28 Supp. 1212, 1213 (D. Del. 1991); *Edgar v. Wagner*, 101 Nev. 226, 228, 699 P.2d 110, 112
(1985); *Simpson v. Mars, Inc.*, 113 Nev. 188, 190, 929 P.2d 966, 967 (1997);

²⁰ *Buzz Stew*, 124 Nev. at 227–28; see Opposition, pp. 9-12 (citing *Abbott Laboratories v.*
Nutrimax Products, Inc., 844 F.Supp. 443, 445.D. Ill. 1994); *Mullins v. M.G.D. Graphics*
Systems Group, 867 F.Supp 1578, 1579 (ND Ga. 1994); *Schroll v. Plunket*, 760 F.Supp.
1385, 1387 (D. Or. 1991), *aff'd* 932 F.2d 973; *Gould, Inc. v. United States*, 67 F.3d 925,

1 correct that allegations are sufficient so long as they give a defendant fair notice of the
2 nature and basis of the claims.²¹

3 Although Counter-Claimants accurately cite a plethora of cases, none of that
4 changes the fact that the Counterclaim is devoid of factual allegations supporting the
5 abuse of process claim. Indeed, the Court “***is not required to accept as true allegations***
6 ***that are merely conclusory, unwarranted deductions of fact, or unreasonable***
7 ***inferences.*”²² Here, conclusory allegations, unwarranted deductions of fact, and**
8 **unreasonable inferences aptly describe the allegations in the Counterclaim. More**
9 **particularly, the only allegations of “abusive measures”²³ or “ulterior purpose”²⁴ in the**
10 **Counterclaim are conjecture and conclusory statements—i.e., “[Counter-Defendant] did**
11 **not file the underlying action to resolve a legal dispute between it and [Counter-**
12 **Claimants]” and “Counter-[D]efendant willfully maintained the use of the underlying**
13 **process after it refused to provide a basis to bring the underly [sic] action against**

14
15 929 (Fed. Cir.1995); *Capital Mortgage Holding v. Hahn*, 101 Nev. 314, 315, 705 P.2d
16 126, 126 (1985); *Simpson*, 113 Nev. at 190; *Vacation Village v. Hitachi America*, 110
17 Nev. 481, 484, 874 P.2d 744, 746 (1994); *Morris v. Bank of America Nevada*, 110 Nev.
1274, 1276-77, 886 P.2d 454, 456 (1994); *Ponder v. United States*, 117 F.3d 549, 552-53
(Fed. Cir. 1997); *In re Amerco Derivative Litig.*, 127 Nev. 196, 252 P.3d 681, 692 (2011)).

18 ²¹ See Opposition, pp. 9-12 (citing *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 555 (2007);
19 *Breliant v. Preferred Equities Corp.*, 109 Nev. 842, 846, 858 P.2d 1258, 1260 (1993);
20 *Ravera v. City of Reno*, 100 Nev. 68, 70, 675 P.2d 407, 408 (1984); *Crucil v. Carson City*,
21 95 Nev. 583, 585, 600 P.2d 216, 217 (1979); *Western States Constr. v. Michoff*, 108 Nev.
22 931, 936, 840 P.2d 1220, 1223 (1992); *Liston v. Las Vegas Metropolitan Police Dept.*,
111 Nev. 1575, 1579, 908 P.2d 720, 723 (1995); *Swartz v. Adams*, 93 Nev. 240, 245, 563
P.2d 74, 77 (1977).

23 ²² *Bank of Am., N.A. v. Mesa Homeowners’ Ass’n*, 446 F. Supp. 3d 692, 696 (D. Nev.
2020) (emphasis added).

24 ²³ *Bricklayers & Allied Craftsmen*, No. CV-LV-81-726 RDF, 1990 WL 270784, at *9
25 (citing *Laxalt*, 622 F. Supp. at 752) (there must be “some allegation of abusive measures
taken after the filing of the complaint in order to state a claim”).

26 ²⁴ *InjuryLoans.com, LLC v. Buenrostro*, 529 F. Supp. 3d 1178, 1189 (D. Nev. 2021)
27 (holding that allegations of “ulterior purpose is not alone sufficient; [Counter-Claimants]
28 must allege facts plausibly indicating how [SLC] willfully misused legal process to further
the improper purpose”).

1 [Counter-Claimants].”²⁵ But Counter-Claimants “must provide facts, rather than
2 conjecture, showing that [SLC] intended to use the legal process to further an ulterior
3 purpose”²⁶—they have failed to do so.

4 Moreover, Counter-Claimants’ defective allegations cannot survive Rule 12(b)(5)
5 motion to dismiss simply because they believe that they can potentially introduce facts at
6 trial that support the claim.²⁷ Indeed, neither *Jaksich v. Guisti*, 36 Nev. 104, 134 P. 452
7 (1913) nor *Nevada Credit Rating Bureau, Inc. v. Williams*, 88 Nev. 601, 503 P.2d 9
8 (1972) (*Nevada Credit*) nor NRCP 15(b) support this argument. Rather, *Jaksich, Nevada*
9 *Credit*, and Rule 15(b) recognize that where evidence established at trial supports a claim,
10 the pleadings may be amended to allege that proven claim. But Rule 12(b)(5) would be
11 rendered completely irrelevant if, as Counter-Claimants argue, a claim can survive a Rule
12 12(b)(5) motion to dismiss on the grounds that evidence *may* be established at some point.
13 Indeed, all Rule 12(b)(5) motions to dismiss would be denied because all parties would
14 proclaim that they believe evidence at trial will support their causes of action, regardless
15 of the extent to which the pleading is defective.

16 **IV. COUNTER-CLAIMANTS’ COUNTERMOTION FOR SANCTIONS IS**
17 **IMPROPER AND IS ADDRESSED IN A SEPARATE OPPOSITION**

18 As part of the Opposition, Counter-Claimants purport to present a “countermotion”
19 for sanctions and fees with the heading “Zoreh’s motion was baseless and Defendants is
20 entitled to an award of attorney’s fees for having to respond to the factually and legally
21 deficient motion.”²⁸ Counter-Claimants apparently recycled this section so much that they
22 failed to even change the heading to include the proper parties. In short, the request for

23 ²⁵ Counterclaim, ¶¶15, 18.

24 ²⁶ *Land Baron Invs. Inc. v. Bonnie Springs Family Ltd.*, 131 Nev. 686, 698, 356 P.3d 511,
25 519 (2015).

26 ²⁷ See Opposition, pp. 12-13, citing *Jaksich v. Guisti*, 36 Nev. 104, 134 P. 452 (1913);
27 *Nevada Credit Rating Bureau, Inc. v. Williams*, 88 Nev. 601, 503 P.2d 9, (1972); NRCP
15(b).

28 ²⁸ Opposition, pp. 1-2, 15.

1 sanctions is entirely improper, including under Rule 11 and NRS 7.085, 7.6, 18.010, and
2 all common law authority, but the merits of this counter-motion are addressed in a
3 separately-filed opposition.

4 **V. CONCLUSION**

5 Counter-Claimants' Counterclaim fails to state a claim, and Counter-Claimants'
6 Opposition and documents filed in support of the Opposition do nothing to change that.
7 The three factual allegations are woefully inadequate to support the abuse of process cause
8 of action, even accepting the allegations as true. Counter-Claimants' conclusory recitation
9 of the elements of the abuse of process claim cannot survive the Rule 12(b)(5) challenge,
10 nor can the facts first alleged in and attached to the Opposition. Consequently, SLC
11 respectfully requests that the Court grant this Motion to Dismiss the Counterclaim.

12 Dated: February 4, 2022

ENENSTEIN PHAM & GLASS

13
14 By: 

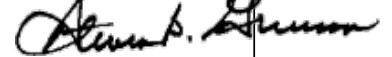
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**EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA**

SLC LLC, a Nevada limited liability company,
Plaintiff,
vs.
LARISA MEREORA, an individual, et al.,
Defendants.

) Case No. A-21-835625-C
) Dept. No. 4
)
) **PLAINTIFF/COUNTER-DEFENDANT**
) **SLC LLC'S OPPOSITION TO**
) **DEFENDANTS/COUNTER-**
) **CLAIMANTS' COUNTERMOTION**
) **FOR ATTORNEY'S FEES AND**
) **COSTS AND RELATED RELIEF**
) **UNDER NRCP RULE 11 AND NRS**
) **7.085; AND REQUEST FOR AWARD**
) **OF REASONABLE EXPENSES,**
) **INCLUDING ATTORNEYS' FEES**
)

LARISA MEREORA, an individual, et al.,
Counterclaimants,
vs.

) [Concurrently filed with Declaration of
) Robert A. Rabbat; Request for Judicial
) Notice]

Hearing Date: **March 3, 2022**
Time: **9:00 a.m.**

SLC LLC, a Nevada limited liability company,
Counterdefendants.

) Complaint Filed: June 2, 2021
) Trial Date: Not Set
)

**PLAINTIFF/COUNTER-DEFENDANT SLC LLC'S OPPOSITION TO
COUNTERMOTION FOR FEES AND COSTS; AND REQUEST FOR AWARD OF
EXPENSES AND FEES**

1 **I. INTRODUCTION**

2 Defendants and Counter-Claimants' ("Counter-Claimants") Countermotion for
3 Attorney's Fees and Costs and Related Relief under Nev. R. Civ. P., Rule 11 and N.R.S
4 7.085 ("Countermotion") is procedurally defective and substantively meritless and should
5 be denied, and Plaintiff and Counter-Defendant SLC LLC ("SLC") should recover its
6 attorneys' fees and costs incurred for opposing the meritless Countermotion.¹

7 Procedurally, Rule 11 provides that a "motion for sanctions **must** be made
8 separately from any other motion" and "**must not** be filed or presented to the court [until]
9 21 days after service" on the party who purportedly filed the offending paper.² But, here,
10 the Countermotion (and the request for Rule 11 sanctions) was just a section in Counter-
11 Claimants' Opposition ("Opposition") to a Rule 12(b)(5) motion to dismiss their
12 Counterclaim and thus violates the plain language of Rule 11. The Countermotion further
13 violates the plain language of Rule 11 because Counter-Claimants did not provide *any*
14 safe harbor notice of the Rule 11 sanctions request.

15 Substantively, Rule 11 is meant to deter baseless filings and curb litigation abuses,
16 and employs an "objective reasonableness" test to accomplish this goal.³ Here, the
17 Countermotion ostensibly challenges SLC'S Rule 12(b)(5) Motion to Dismiss the
18 Counterclaim ("Motion to Dismiss")⁴ on the grounds that it is a "frivolous motion for
19 claims that were previously dismissed with prejudice."⁵ But, as discussed in more detail in
20 SLC's Reply in support of the Motion to Dismiss, the Motion to Dismiss is not only

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22
23 ¹ Nev. R. Civ. P., Rule 11(c)(2).

24 ² *Id.*, (emphasis added).

25 ³ *Smith & Green Corp. v. Trustees of Const. Indus. & Laborers Health & Welfare Tr.*, 244
F. Supp. 2d 1098, 1103 (D. Nev. 2003).

26 ⁴ The heading for the Countermotion labels "Zohreh's motion" as "baseless ... [and]
27 factually and legally deficient," but "Zohreh" is not a party to this case. Opposition, p. 15.

28 ⁵ Opposition, p. 15.

1 objectively reasonable, but should be granted because it challenges a Counterclaim that is
2 devoid of the factual allegations supporting the abuse of process cause of action.

3 Similarly, Counter-Claimants' request for fees and sanctions under NRS 7.085 is,
4 like the Rule 11 request for sanctions, substantively meritless because the Motion to
5 Dismiss reasonably challenges whether the *three factual allegations* in the Counterclaim
6 are sufficient to state a claim for abuse of process.

7 **II. THE COUNTERMOTION VIOLATES EVERY EXPRESS PROCEDURAL**
8 **REQUIREMENT FOR RULE 11 SANCTIONS, AND IS THUS DEFECTIVE**

9 Nevada Rule of Civil Procedure 11 states several procedural requirements for
10 seeking sanctions; Counter-Claimants' Countermotion violates every one of those
11 procedural requirements.

12 A motion for sanctions under Rule 11 "must be made separately from any other
13 motion."⁶ Despite this express condition, Counter-Claimants demand sanctions under Rule
14 11 in a mislabeled subsection of their Opposition. Indeed, Counter-Claimants' demand for
15 Rule 11 sanctions is made under the heading "Zohreh's motion was baseless and
16 Defendants is entitled to an award of attorney's fees for having to respond to the factually
17 and legally deficient motion."⁷ Counter-Claimants and their counsel apparently put so
18 little effort into ensuring the validity of this demand that they simply recycled a heading
19 from a different case between different parties.

20 A motion for sanctions under Rule 11 also "must describe the specific conduct that
21 allegedly violates Rule 11(b)."⁸ Despite this express condition, Counter-Claimants fail to
22 describe any specific conduct supporting a Rule 11 request for sanctions, and instead
23 engage in the liberal use of adverbs. More particularly, Counter-Claimants argue that SLC
24 "*improperly*" asserts claims that were dismissed as against Counter-Claimants, that Hamid

25 _____
26 ⁶ Nev. R. Civ. P., Rule 11(c)(2).

27 ⁷ Opposition, pp. 1-2, 15.

28 ⁸ Nev. R. Civ. P., Rule 11(c)(2).

1 (a non-party to this action) “*mistakenly* believes he can circumvent the Settlement”
2 agreement in another action, that SLC and Hamid are “*clearly* acting in bad faith,” and
3 that Counter-Claimants are “*certainly* entitled to recoup” their fees opposing the Motion to
4 Dismiss.⁹ But this unsupported argument misrepresents the facts. Specifically, as shown in
5 the documents included in SLC’s Request for Judicial Notice in Support of the Motion to
6 Dismiss, Counter-Claimants were not parties to that prior action, and thus no claims
7 against them were dismissed.¹⁰

8 A motion for sanctions under Rule 11 additionally “must be served ... but it must
9 not be filed or be presented to the court if the challenged paper, claim, defense,
10 contention, or denial is withdrawn or appropriately corrected within 21 days after
11 service.”¹¹ Despite this express condition for safe harbor, Counter-Claimants did not
12 provide safe harbor, nor did they provide any notice to SLC, of their intent to seek Rule 11
13 sanctions.¹² Instead, Counter-Claimants requested Rule 11 sanctions in a “countermotion”
14 that is nothing more than a mislabeled section in their Opposition.

15 **III. THE COUNTERMOTION IS MERITLESS BECAUSE IT CHALLENGES A** 16 **VALID MOTION TO DISMISS THAT IS LIKELY TO BE GRANTED**

17 The “main objective of Rule 11 is to deter baseless filings and curb litigation
18 abuses”; that objective is accomplished by requiring sanctions where a paper fails an
19 “objective reasonableness” test.¹³

20 Here, the request for Rule 11 sanctions was filed as part of an Opposition to SLC’s
21 Motion to Dismiss, although the actual request for sanctions is ambiguous because it
22 refers to “Zohreh’s motion” and a “motion for claims that were previously dismissed.”¹⁴

23 ⁹ Opposition, p. 15 (emphasis added).

24 ¹⁰ See SLC’s Request for Judicial Notice in Support of Motion to Dismiss, Exhibits 2-4.

25 ¹¹ Nev. R. Civ. P., Rule 11(c)(2).

26 ¹² Declaration of Robert A. Rabbat (“Rabbat Decl.”), ¶2.

27 ¹³ *Smith & Green*, 244 F. Supp. 2d at 1103.

28 ¹⁴ Opposition, p. 15.

1 Regardless, as discussed in more detail in SLC’s Motion to Dismiss and its supporting
2 Reply brief, the Motion to Dismiss is not only reasonable, but likely to be granted because
3 of the patent defects in the Counterclaim.

4 In short, the Counterclaim asserts only three factual allegations, and includes a few
5 additional conclusory recitations of elements of an abuse of process claim.¹⁵ Even
6 accepting these allegations as true and construed in the light most favorable to Counter-
7 Claimants,¹⁶ Counter-Claimants failed to allege *facts* that support the elements of the
8 abuse of process claim. For an abuse of process claim, the complaint must include “some
9 allegation of abusive measures,”¹⁷ “facts plausibly indicating how [SLC] willfully misused
10 legal process to further the improper purpose,”¹⁸ and “facts, rather than conjecture,
11 showing that [SLC] intended to use the legal process to further an ulterior purpose.”¹⁹ But
12 the entirety of the factual allegations in the Counterclaim are: (1) “[SLC] does not own
13 Zip Zap Auto,” (2) “Zip Zap Auto is owned by Hamid Sheiki [sic],” and (3) “Hamid
14 Sheiki [sic] in case number A-19-805955-C all claims involving the [Counter-Claimants]
15 involving the same or similar issues, were dismissed with prejudice.”²⁰ As such, there is
16 no scrupulous argument that the Motion to Dismiss is objectively unreasonable.

17 **IV. COUNTER-CLAIMANTS’ REQUEST FOR FEES AND COSTS UNDER**
18 **NRS 7.085 AND 18.010 AND EDCR 7.60 ARE PATENTLY DEFECTIVE**

19 Under NRS 7.085, an attorney may be compelled to pay an opposing party’s
20 “additional costs, expenses and attorney’s fees reasonably incurred because” an attorney

21 ¹⁵ See Counterclaim, ¶¶11-20.

22 ¹⁶ See *Bank of Am., N.A. v. Mesa Homeowners’ Ass’n*, 446 F. Supp. 3d 692, 696 (D. Nev.
23 2020).

24 ¹⁷ *Bricklayers & Allied Craftsmen, Loc. Union No. 3 v. Masonry & Tile Contractors Ass’n*
25 *of S. Nevada*, No. CV-LV-81-726 RDF, 1990 WL 270784, at *9 (D. Nev. July 2, 1990).

26 ¹⁸ *InjuryLoans.com, LLC v. Buenrostro*, 529 F. Supp. 3d 1178, 1189 (D. Nev. 2021).

27 ¹⁹ *Land Baron Invs. Inc. v. Bonnie Springs Family Ltd.*, 131 Nev. 686, 698, 356 P.3d 511,
28 519 (2015).

²⁰ Counterclaim, pp. 9-12, ¶¶11-13, 16-17.

1 “filed, maintained or defended a civil action or proceeding ... not well-grounded in fact or
2 is not warranted by existing law or by an argument for changing the existing law that is
3 made in good faith.”²¹ Penalties under NRS 7.085 are “distinct and independent” from
4 sanctions under Rule 11.²² NRS 18.010 similarly provides for attorneys’ fees to a
5 prevailing party under certain circumstances.

6 Here, as discussed in more detail in SLC’s Motion to Dismiss and its supporting
7 Reply brief, the Motion to Dismiss is well-grounded in fact and existing law. The Motion
8 to Dismiss does not attempt to change existing law because existing law clearly holds that
9 where a complaint fails to allege facts sufficient to state a cause of action, the complaint
10 should be dismissed under Rule 12(b)(5).²³ Here, Counter-Claimants allege only three
11 short “facts” that do not come close to supporting the elements of an abuse of process
12 claim.²⁴ Like the Counterclaim, where Counter-Claimants include a few cursory and
13 unsupported conclusions, the Countermotion bases the request for attorneys’ fees under
14 NRS 7.085 and 18.010, and EDCR 7.60 on the conclusory statements that Counter-
15 Claimants incurred “needless costs ... responding to [Sheikhai’s] meritless motion.”²⁵
16 First, SLC filed a motion, not Sheikhai. Second, there is no prevailing party at this point.
17 Third, an award of attorneys’ fees requires a finding of objective unreasonableness in the
18 underlying motion, which is not applicable to the Motion to Dismiss, which motion is
19 supported by the facts and established law.

20
21
22
23 ²¹ NRS 7.085; *Watson Rounds, P.C. v. Eighth Judicial Dist. Ct.*, 131 Nev. 783, 789, 358
24 P.3d 228 (2015).

25 ²² *Watson Rounds*, 131 Nev. at 791.

26 ²³ *Buzz Stew, LLC v. City of N. Las Vegas*, 124 Nev. 224, 227–28, 181 P.3d 670 (2008).

27 ²⁴ See Section III, above.

28 ²⁵ Opposition, p. 15.

1 **V. SLC IS ENTITLED UNDER RULE 11 TO RECOVER ITS ATTORNEYS'**
2 **FEES INCURRED FOR PREVAILING ON THE COUNTERMOTION**

3 This Court “may award to the prevailing party the reasonable expenses, including
4 attorney fees, incurred for presenting *or opposing* the [Rule 11] motion” for sanctions.²⁶
5 Here, not only should SLC prevail in opposing the Countermotion, but SLC should be
6 compensated for having to oppose a patently defective Countermotion that was filed
7 purely as a sharp litigation tactic. Indeed, the

8 use of Rule 11 as an additional tactic of intimidation and harassment has
9 become part of the so-called ‘hardball’ litigation techniques espoused by
10 some firms and their clients. Those practitioners are cautioned that they
11 invite retribution from courts which are far from enchanted with such
abusive conduct.²⁷

12 In ruling on a Rule 11 motion, courts consider several factors to determine whether
13 the challenged paper was improper, including the filer’s degree of experience.

14 Courts hold experienced lawyers to an even higher level: “Given the claimed
15 expertise and experience of the[] attorneys, a strong inference arises that their bringing of
16 an action [grounded on nothing but tactical or strategic expediency] was for an improper
17 purpose.”²⁸ Here, attorney Bradley Hofland proclaims to be “qualified and ha[ve]
18 considerable experience, ability and training in the field of family and civil litigation.”²⁹
19 As such, he should be familiar with the requirements for a Rule 11 request for sanctions.
20 Regardless, Mr. Hofland and Counter-Claimants violated every procedural requirement
21 under Rule 11. Further, with his proclaimed experience, Mr. Hofland should have the

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23 ²⁶ Nev. R. Civ. P., Rule 11(c)(2) (emphasis added).

24 ²⁷ *Gaiardo v. Ethyl Corp.*, 835 F.2d 479, 485 (3d Cir. 1987).

25 ²⁸ *Huettig & Schromm, Inc. v. Landscape Contractors Council of N. California*, 790 F.2d
26 1421, 1426–27 (9th Cir. 1986) (“Attorneys do not serve the interests of their clients, of the
27 profession, or of society when they assert claims or defenses grounded on nothing but
tactical or strategic expediency.”).

28 ²⁹ Opposition, p. 17.

1 skills to adequately analyze the Motion to Dismiss to determine whether it is objectively
2 reasonable. Nonetheless, he, on behalf of Counter-Claimants, filed a Rule 11 request for
3 sanctions regarding a Motion to Dismiss that is legally and factually supported.

4 Moreover, here, meritless and procedurally defective Rule 11 requests for sanctions
5 will likely to be repeated in response to SLC's future motions and oppositions because
6 Mr. Hofland has a habit of filing such requests for sanctions. Indeed, Mr. Hofland
7 appeared as counsel or co-counsel in the settled cases that Counter-Claimants repeatedly
8 reference—*i.e.*, Case Nos. D-18-575686-L, A-19-0805955-C, and A-19-801513-P
9 (collectively, “Sheikhai Cases”)—and Mr. Hofland signed two “countermotions” for Rule
10 11 sanctions that are nearly identical to the instant Countermotion.³⁰ Mr. Hofland was co-
11 counsel on *another seven* “countermotions” for Rule 11 sanctions that were filed in the
12 Sheikhai Cases and are nearly identical to the instant Countermotion.³¹

13 In other words, Mr. Hofland has signed or been co-counsel on eight nearly identical
14 “countermotions” between the instant case and the Sheikhai cases, and, based on Mr.
15 Hofland's professed experience, these four cases likely make up a small percentage of his
16 cases. Consequently, Counter-Claimants and Mr. Hofland should, at the very least, be
17 ordered to pay the attorneys' fees and costs incurred by SLC for opposing the
18 Countermotion lest Counter-Claimants and Mr. Hofland will “espouse[]” these “hardball”
19 litigation techniques” in response to any papers SLC files in this case.

20 To date, SLC has incurred \$5,727.50 opposing the Countermotion, and expects to
21 incur another \$790 for reviewing Counter-Claimants' reply in support of the
22 Countermotion and preparing for and attending the hearing on the Counterclaim, for a
23 total of \$6,517.50.³²

24 ³⁰ Request for Judicial Notice in Opposition to Countermotion (“Opp. RJN”), Exh. 5, pp.
25 21-22; Exh. 6, pp. 45-46; *see* Rabbat Decl., ¶¶3-4.

26 ³¹ Opp. RJN, Exh. 7, pp. 68-69; Exh. 8, p. 107; Exh. 9, pp. 141-42; Exh. 10, p. 158; Exh.
27 11, p. 178; Exh. 12, p. 212; Exh. 13, pp. 251-52; *see also* Rabbat Decl., ¶¶3-4.

28 ³² Rabbat Decl., ¶7.

1 **VI. CONCLUSION**

2 Counter-Claimants' Counterclaim fails to state a claim, and Counterclaimants'
3 Opposition and documents filed in support of the Opposition do nothing to change that.
4 The three "facts" alleged in the Counterclaim are woefully inadequate to support the abuse
5 of process cause of action, even accepting those allegations as true. Counter-Claimants'
6 conclusory recitation of the elements of the abuse of process claim cannot survive the
7 Rule 12(b)(5) challenge, nor can the facts first alleged in and attached to the Opposition.
8 Consequently, Counter-Claimants' Countermotion for sanctions or attorneys' fees should
9 be denied because SLC's Motion to Dismiss properly challenges the defective
10 Counterclaim. SLC respectfully requests that the Court deny the Countermotion and
11 award SLC its attorneys' fees and costs incurred for opposing the Countermotion pursuant
12 to Rule 11(c)(2).

13 Dated: February 4, 2022

ENENSTEIN PHAM & GLASS

14
15 By: 

16 Robert A. Rabbat
17 Nevada Bar Number 12633
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*Attorneys for Plaintiff/Counter-Defendant
SLC LLC*

1 **CERTIFICATE OF SERVICE**

2 Pursuant to Nev.R.Civ.P. 5(b), I hereby certify that on February 4, 2022, I served a
3 true and correct copy of the foregoing **PLAINTIFF/COUNTER-DEFENDANT SLC**
4 **LLC'S OPPOSITION TO DEFENDANTS/COUNTER-CLAIMANTS'**
5 **COUNTERMOTION FOR ATTORNEY'S FEES AND COSTS AND RELATED**
6 **RELIEF UNDER NRCP RULE 11 AND NRS 7.085; AND REQUEST FOR**
7 **AWARD OF REASONABLE EXPENSES, INCLUDING ATTORNEYS' FEES**
8 served electronically via the court's e-filing system Odyssey eFileNV, including the
9 following interested parties named below:

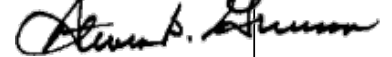
10
11 Bradley J. Hofland, Esq.
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13 228 S. 4th St., 1st Floor
14 Las Vegas, NV 89101
15 Telephone: (702) 895-6760
16 Email: bradh@hoflandlaw.com
17 *Attorneys for Defendants/Counter-*
18 *Claimants*

19 /s/Lauren A. Verbanik
20 Lauren Verbanik, *Paralegal*

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CERTIFICATE OF SERVICE

ROA000421



1 **DECL**
2 ROBERT A. RABBAT
3 Nevada Bar #12633
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11 *Attorneys for Plaintiff SLC LLC*

12
13 **EIGHTH JUDICIAL DISTRICT COURT**
14 **CLARK COUNTY, NEVADA**

15 SLC LLC, a Nevada limited liability) Case No. A-21-835625-C
16 company,) Dept. No. 4
17)
18 Plaintiff,) **DECLARATION OF ROBERT A.**
19 vs.) **RABBAT IN SUPPORT OF**
20) **PLAINTIFF/COUNTER-DEFENDANT**
21 LARISA MEREORA, an individual, et) **SLC LLC'S OPPOSITION TO**
22 al.,) **DEFENDANTS/COUNTER-**
23) **CLAIMANTS' COUNTERMOTION**
24 Defendants.) **FOR ATTORNEY'S FEES AND**
25) **COSTS AND RELATED RELIEF**
26) **UNDER NRCP RULE 11 AND NRS**
27) **7.085; AND REQUEST FOR AWARD**
28) **OF REASONABLE EXPENSES,**
) **INCLUDING ATTORNEYS' FEES**

29 LARISA MEREORA, an individual, et)
30 al.,) *[Filed concurrently with Opposition to*
31) *Countermotion for Attorneys' Fees and*
32 Counterclaimants,) *Costs; Request for Judicial Notice]*
33)

34 vs.) **Hearing Date: March 3, 2022**
35) **Time: 9:00 a.m.**

36 SLC LLC, a Nevada limited liability)
37 company,)
38) Complaint Filed: June 2, 2021
39 Counterdefendants.) Trial Date: Not Set
40)

41
42 **DECLARATION OF R. RABBAT IN SUPPORT OF OPPOSITION TO**
43 **COUNTERMOTION FOR SANCTIONS AND FEES**

1 **DECLARATION OF ROBERT A. RABBAT, ESQ.**

2 I, Robert A. Rabbat, declare as follows:

3 1. I am an attorney licensed to practice in the State of Nevada, and a Partner
4 with Enenstein Pham & Glass, counsel for plaintiff/counter-defendant SLC LLC (“SLC”)
5 in the above-captioned action. I make this declaration based upon my own personal
6 knowledge (except where specified), and, if called into court as a witness, I could and
7 would testify competently thereto.

8 2. Neither my office nor I received any notice of defendants/counter-claimants
9 Larisa Mereora, Nina Grozav, Ion Neagu, Alisa Neagu, and NNG, LLC dba Universal
10 Motorcars’ (collectively, “Counter-Claimants”) intent to seek sanctions, or any other
11 relief, under NRCP Rule 11 at any point before I received service of the Countermotion
12 for Attorney’s Fees and Costs and Related Relief under Nev. R. Civ. P., Rule 11 and
13 N.R.S 7.085 (“Countermotion”) that was included as a section in Counter-Claimants’
14 January 21, 2022 Opposition SLC’s Rule 12(b)(5) Motion to Dismiss the Counterclaim.

15 3. Starting in or around March 2021, I was retained as counsel for SLC LLC
16 and Hamid Sheikhai in the matters *Vitiok, LLC v. SLC, LLC et al.*, Case No. A-19-
17 805955-C, *Sheikhai v. Botnari*, Case No. D-18-575686-L, and *Botnari v. Stone & Stone*,
18 Case No. A-19-801513-P (collectively, “Sheikhai Cases”).

19 4. In March and April 2020, I received service copies of five pleadings
20 identified as “Countermotion” that sought, among other relief, sanctions under Rule 11.
21 On all five of those pleadings Bradley Hofland, Esq., counsel for Counter-Claimants in
22 this action, was identified as co-counsel for the parties filing those “Countermotions.” I
23 am informed, based on the dockets and the files in the Sheikhai Cases, that Mr. Hofland
24 was identified as co-counsel on two other similar “Countermotions” in the Sheikhai Cases,
25 and that Mr. Hofland signed another two such “Countermotions.” Filed concurrently with
26 my declaration is a Request for Judicial Notice that includes all nine of these
27 “Countermotions” from the Sheikhai Cases which Mr. Hofland either signed or was
28 identified as co-counsel for the filing parties.

1 5. On or around April 26, 2021, the parties to the Sheikhai Cases entered into a
2 Stipulation for Settlement (“Settlement Agreement”) by which all claims then pending in
3 those cases were dismissed. None of the Defendants/Counter-Claimants were parties to
4 any of the Sheikhai Cases at that time, nor did they participate in the settlement
5 conference leading to the Settlement Agreement. Rather, I am informed and believe, based
6 upon my review of the Court orders and docket in the matter *Vitiok, LLC v. SLC, LLC et*
7 *al.*, Case No. A-19-805955-C, that Sheikhai attempted to add Counter-Claimants as
8 parties to that case at some point in 2020 (before I was retained by SLC or Sheikhai) and
9 that the Court found that Sheikhai had failed to properly add them as parties and ordered
10 that Counter-Claimants be removed from the caption in that case.

11 6. The Settlement Agreement contains a confidentiality clause. Nonetheless, I
12 can confirm that none of the Counter-Claimants were parties to the Settlement Agreement.
13 I can also confirm that the Settlement Agreement does not contain any terms by which
14 SLC LLC released any of the Counter-Claimants.

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1 7. SLC's Opposition to the Countermotion (including supporting documents)
2 was researched and drafted by Matthew W. Rosene, Senior Counsel at Enenstein Pham &
3 Glass, under my direction and supervision. Mr. Rosene has been a practicing attorney
4 since 2013 and has significant experience in civil litigation. He has expended 14.5 hours
5 reviewing the Countermotion and applicable law and the facts of this case, researching the
6 law, and assisting with drafting the Opposition and supporting documents. Mr. Rosene is
7 billed at \$395 per hour on this matter, well below his standard billing rate of \$675 per
8 hour. The total for Mr. Rosene's time for opposing the Countermotion is \$5,727.50. I
9 expect to expend an additional 2 hours reviewing Counter-Claimants' reply in support of
10 the Countermotion and preparing for and attending the hearing on the Countermotion. I
11 am billed at \$495 per hour on this matter, well below my standard billing rate of \$705 per
12 hour. I am a 2005 graduate of the UCLA School of Law and have over 15 years of civil
13 litigation experience during which I have primarily focused on business litigation matters
14 like the instant dispute. The total for my time opposing the Countermotion is \$990. In
15 total, with the fees already incurred and those expected to be incurred, SLC has or will
16 incur \$6,717.50 opposing the Countermotion.

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

19 Executed this 4th day of February 2022, at Las Vegas, Nevada.

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22 ROBERT A. RABBAT
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Claimants*

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