

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 02:52 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

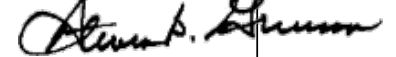
VOL. 4

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.
Joint Case Conference Report	2/11/22	4	003-015	ROA000683- ROA000695
Scheduling Order and Order Setting Civil Jury Trial and Calendar Call	2/17/22	4	016-021	ROA000696- ROA000701
Minute Order	2/25/22	4	022-024	ROA000702- ROA000704
Order After February 25, 2022 Minute Order	3/07/22	4	025-028	ROA000705- ROA000708
Notice of Entry of Order After February 25, 2022 Minute Order	3/08/22	4	029-035	ROA000709- ROA000715
Plaintiff/Counter-Defendant SLC LLC's Answer to Counterclaim, and Affirmative Defenses	3/11/22	4	036-042	ROA000716- ROA000722
Defendant's Motion for Summary Judgment	3/14/22	4	043-084	ROA000723- ROA000764
Appendix of Exhibits in Support of Defendant's Motion for Summary Judgment (Part 1- pages 1 to 170 of the document)	3/14/22	4	085-254	ROA000765- ROA000934



JCCR

ROBERT A. RABBAT (Nevada Bar #12633)

Email: rrabbat@enensteinlaw.com

ENENSTEIN PHAM & GLASS

11920 Southern Highlands Parkway, Suite 103

Las Vegas, Nevada 89141

Telephone: (702) 468-0808

Facsimile: (702) 920-8228

*Attorneys for Plaintiff/Counter-
Defendant SLC LLC*

**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

) **JOINT CASE CONFERENCE
REPORT**

) Complaint Filed: June 2, 2021

) Trial Date: Not Set

LARISA MEREORA, and individual, et
al.,

Counterclaimants,

vs.

SLC LLC, a Nevada limited liability
company,

Counterdefendants.

JOINT CASE CONFERENCE REPORT

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

YES _____ NO X

YES _____ NO X

PROCEEDINGS PRIOR TO CASE CONFERENCE REPORT

B. DATE OF FILING OF ANSWER BY ALL DEFENDANTS/COUNTER-

C. DATE OF FILING OF COUNTERCLAIM BY ALL

D. DATE OF FILING OF ANSWER BY PLAINTIFF/COUNTER-

E. DATE THAT EARLY CASE CONFERENCE WAS HELD AND WHO

ATTENDED: On January 14, 2022, Robert A. Rabbat, Esq. appeared on behalf of Plaintiff/Counter-Defendant SLC, LLC; and Bradley J. Hofland, Esq. appeared on behalf of Defendants/Counter-Claimants Larisa Mereora, Thomas Mulkins, Nina Grozav, Ion Neagu, Alisa Neagu, Maria Reynolds, NNG LLC, and Universal Motorcar LLC.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

II.

**A BRIEF DESCRIPTION OF THE NATURE OF THE ACTION AND EACH
CLAIM FOR RELIEF OR DEFENSE: [16.1(c)(2)(A)]**

A. Description of the action: This is principally a business dispute between competing auto repair businesses, with additional claims for relief as described below. Plaintiff/Counter-Defendant, on the one hand, and Defendants/Counter-Claimants, on the other hand, own or operate competing auto repair businesses. Plaintiff/Counter-Defendant alleges that Defendants/Counter-Claimants stole trade secrets and tangible property from Plaintiff/Counter-Defendant and used the stolen trade secrets and tangible property to compete against Plaintiff/Counter-Defendant, and disparaged Plaintiff/Counter-Defendant in order to hurt Plaintiff/Counter-Defendant's business and to improperly benefit Defendants/Counter-Claimants' business. Defendants/Counter-Claimants allege that Plaintiff/Counter-Defendant settled prior cases that resolved all claims asserted in this action and thereby abused process.

B. Claims for relief:

i. Plaintiff/Counter-Defendant's Claims for Relief:

1. Violation of Uniform Trade Secret Act N.R.S. § 600A;
2. Deceptive Trade Practices and Unfair Competition (N.R.S. § 598.0915 *et seq.*);
3. Defamation;
4. Intentional Interference with Prospective Economic Advantage;
5. Civil Conspiracy;
6. Conversion/Trespass to Chattel;
7. Unjust Enrichment;

ii. Defendants' Claims for Relief:

1. Abuse of Process

C. Defenses:

i. Defendants/Counter-Claimants' Affirmative Defenses:

1. Plaintiff/Counter-Defendant failed to state a claim upon which relief may be granted.

2. Plaintiff/Counter-Defendant engaged in conduct and activities sufficient to constitute waiver of any alleged breach of duty, negligence, act, omission, or any other conduct.
3. Plaintiff/Counter-Defendant's claims are barred by the doctrine of unclean hands.
4. Plaintiff/Counter-Defendant's claims are barred by reasons of act, omissions, representations, and courses of conduct by Plaintiff/Counter-Defendant upon which Defendants/Counter-Claimants were led to rely to their detriment, thereby barring under the doctrine of equitable estoppel.
5. Plaintiff/Counter-Defendant's Complaint is barred by res judicata.
6. Plaintiff/Counter-Defendant's claims are barred by the statute of limitations.
7. Plaintiff/Counter-Defendant's claims are barred by the statute of frauds.
8. Plaintiff/Counter-Defendant lacks standing.
9. Defendants/Counter-Claimants' acted in compliance with all applicable laws, statutes, and regulations.
10. Defendants/Counter-Claimants did not owe Plaintiff/Counter-Defendant a duty.
11. Defendants/Counter-Claimants did not breach any alleged duty to Plaintiff/Counter-Defendant
12. None of the alleged acts or omissions of Defendants/Counter-Claimants were the proximate cause of Plaintiff/Counter-Defendant's alleged injuries and damages, if any.
13. Plaintiff/Counter-Defendant's Complaint is barred, in whole or in part, by the doctrine of laches.
14. If Plaintiff/Counter-Defendant sustained injury or damage, the injury or damage was caused wholly or in part by the conduct, negligent acts or omissions, and/or fault of third parties or entities other than Defendants/Counter-Claimants, which conduct, acts or omissions, or fault was the sole proximate cause or an intervening or superseding cause of any injury or damage to Plaintiff/Counter-Defendant
15. Any injury, damage or loss allegedly sustained by Plaintiff/Counter-Defendant was proximately and actually caused by and contributed to by the negligence and

- 1 carelessness on the part of Plaintiff/Counter-Defendant in that Plaintiff/Counter-
2 Defendant failed to exercise ordinary care on his own behalf at the times and in the
3 places set forth in the Complaint.
- 4 16. Plaintiff/Counter-Defendant has adequate legal remedies for his alleged injuries, if
5 any, resulting from the alleged conduct of Defendants/Counter-Claimants.
- 6 17. Plaintiff/Counter-Defendant has not suffered the injury or damages alleged, or any
7 other injury or damages.
- 8 18. Plaintiff/Counter-Defendant failed and refused to mitigate alleged damages and
9 losses.
- 10 19. Plaintiff/Counter-Defendant has not set forth a sufficient factual or legal basis for
11 the recovery of attorneys' fees from Defendants/Counter-Claimants.
- 12 20. Plaintiff/Counter-Defendant is not entitled to recover prejudgment interest because
13 his alleged damages are not certain or capable of being made certain by any
14 calculation.
- 15 21. Plaintiff/Counter-Defendant's Complaint is barred, in whole or in part, by the
16 doctrines of ratification and/or consent because Plaintiff/Counter-Defendant
17 consented to the terms of the transaction of which Plaintiff/Counter-Defendant now
18 complains.
- 19 22. Defendant incorporates by reference those Affirmative Defenses enumerated in
20 Rule 8 of the Nevada Rules of Civil Procedure. In the event further investigation or
21 discovery reveals the applicability of any such defenses, Defendant reserves the
22 right to seek leave from the Court to amend the Answer to the Complaint to
23 specifically assert the same.
- 24 23. Defendants/Counter-Claimants assert there is no contractual relationship or
25 agreement between the Plaintiff/Counter-Defendant and the Defendants/Counter-
26 Claimants.
- 27 24. Defendants/Counter-Claimants assert Plaintiff/Counter-Defendant lacks the
28 authority and or capacity to sue as Plaintiff/Counter-Defendant does not own Zip

1 Zap Auto or because all claims against the Defendants/Counter-Claimants
2 involving the same or similar issues, were dismissed with prejudice in case number
3 A-19-805955-C.

4 25. Defendants/Counter-Claimants assert Plaintiff/Counter-Defendant failed to join
5 Hamid Sheikhai, who is the party that owns Zip Zap Auto, and thus unquestionably
6 a necessary and indispensable party, is not a party to this action, it is appropriate to
7 dismiss this action pursuant to NRCP 19(a)(1)(A) as in the absence of Hamid
8 Sheikhai, the court is unable to accord complete relief among the existing parties.

9 26. In case number A-19-805955-C all claims involving the Defendants/Counter-
10 Claimants involving the same or similar issues, were dismissed with prejudice.

11 27. Defendants/Counter-Claimants allege that they intended to rely on such other
12 affirmative defenses as may become legally available, known or apparent during
13 the discovery in this action and hereby reserve the right to amend this Answer to
14 Complaint to assert any and all such defenses.

15 **ii. Plaintiff/Counter-Defendant's Affirmative Defenses:**

16 Plaintiff/Counter-Defendant has not answered Defendants/Counter-Claimants'
17 Counterclaim. Plaintiff/Counter-Defendant filed a Rule 12(b)(5) Motion to Dismiss the
18 Counterclaim, which motion is pending before the Court and will be heard on March 3,
19 2022. In the event the Counterclaim survives Plaintiff/Counter-Defendant's Rule 12(b)(5)
20 Motion to Dismiss, or in the event Defendants/Counter-Claimants are allowed to amend
21 the Counterclaim, Plaintiff/Counter-Defendant will answer the Counterclaim and assert all
22 applicable affirmative defenses.

23 **III.**

24 **A BRIEF STATEMENT OF WHETHER THE PARTIES DID OR DID NOT**
25 **CONSIDER SETTLEMENT AND WHETHER SETTLEMENT OF THE CASE**

26 **MAY BE POSSIBLE: [16.1(c)(2)(B)]**

27 The parties have not yet considered settlement. Discussions for resolution continue.

28 ///

1 IV.

2 **LIST OF ALL DOCUMENTS, DATA COMPILATIONS, DAMAGES**
3 **COMPUTATIONS, INSURANCE AGREEMENTS, TANGIBLE THINGS AND**
4 **OTHER REQUIRED INFORMATION IN THE POSSESSION, CUSTODY OR**
5 **CONTROL OF EACH PARTY WHICH WERE IDENTIFIED OR PROVIDED AT**
6 **THE EARLY CASE CONFERENCE OR AS A RESULT THEREOF:**

7 **[16.1(c)(2)(E), (G), (H)]**

8 A. Plaintiff: See Plaintiff/Counter-Defendant SLC, LLC's Initial List of
9 Witnesses and Exhibits Pursuant to NRCP 16.1(a)(1), produced on January 28, 2022.

10 B. Defendant: See Defendants/Counter-Claimants Larisa Mereora, Thomas
11 Mulkins, Nina Grozav, Ion Neagu, Alisa Neagu, Maria Reynolds, NNG LLC, and
12 Universal Motorcar LLC's Initial List of Witnesses and Exhibits Pursuant to NRCP
13 16.1(a)(1), produced on January 28, 2022.

14 V.

15 **LIST OF PERSONS IDENTIFIED BY EACH PARTY AS LIKELY TO HAVE**
16 **INFORMATION DISCOVERABLE UNDER RULE 26(b), INCLUDING**
17 **IMPEACHMENT OR REBUTTAL WITNESSES, MEDICAL PROVIDERS AND**
18 **EXPERTS: [16.1(a)(1)(A) and 16.1(c)(2)(D), (F), (I)]**

19 A. Plaintiff: See Plaintiff/Counter-Defendant SLC, LLC's Initial List of
20 Witnesses and Exhibits Pursuant to NRCP 16.1(a)(1), produced on January 28, 2022.

21 B. Defendant: See Defendants/Counter-Claimants Larisa Mereora, Thomas
22 Mulkins, Nina Grozav, Ion Neagu, Alisa Neagu, Maria Reynolds, NNG LLC, and
23 Universal Motorcar LLC's Initial List of Witnesses and Exhibits Pursuant to NRCP
24 16.1(a)(1), produced on January 28, 2022.

25 VI.

26 **DISCOVERY PLAN [16.1(b)(4)(C) and 16.1(c)(2)]**

27 A. What changes, if any, should be made in the timing, form or requirements
28 for disclosures under 16.1(a):

- 1 i. Plaintiff/Counter-Defendant's view: None.
- 2 ii. Defendant/Counter-Claimants' view: None.
- 3 B. When disclosures under 16.1(a)(1) were made or will be made:
- 4 i. Plaintiff/Counter-Defendant's disclosures: January 28, 2022
- 5 ii. Defendant/Counter-Claimants' disclosures: January 28, 2022
- 6 C. Subjects on which discovery may be needed:
- 7 i. Plaintiff/Counter-Defendant's view: Liability, causation, and
- 8 damages.
- 9 ii. Defendants/Counter-Claimants' view: Liability, causation, and
- 10 damages.
- 11 D. A statement identifying any issues about preserving discoverable
- 12 information [16.1(c)(2)(J)]:
- 13 i. Plaintiff/Counter-Defendant's view: None.
- 14 ii. Defendant/Counter-Claimants' view: None.
- 15 E. Should discovery be conducted in phases or limited to or focused upon
- 16 particular issues?
- 17 i. Plaintiff/Counter-Defendant's view: No.
- 18 ii. Defendant/Counter-Claimants' view: No.
- 19 F. What changes, if any, should be made in limitations on discovery imposed
- 20 under these rules and what, if any, other limitations should be imposed?
- 21 i. Plaintiff/Counter-Defendant's view: None.
- 22 ii. Defendant/Counter-Claimants' view: None.
- 23 G. A statement identifying any issues about trade secrets or other confidential
- 24 information, and whether the parties have agreed upon a confidentiality order or whether a
- 25 Rule 26(c) motion for protective order will be made [16.1(c)(2)(K)]:
- 26 The parties each contend that certain proprietary information regarding the
- 27 operations of the entities at issue should be protected and will work to prepare and submit
- 28 a mutually agreeable protective order covering the use and disclosure of such documents.

1 H. What, if any, other orders should be entered by court under Rule 26(c) or
2 Rule 16(b) and (c):

- 3 i. Plaintiff/Counter-Defendant's view: None at this time.
4 ii. Defendant/Counter-Claimants' view: None at this time.

5 I. Estimated time for trial:

- 6 i. Plaintiff/Counter-Defendant's view: 5-6 days.
7 ii. Defendant/Counter-Claimants' view: 5-6 days.

8 **VII.**

9 **DISCOVERY AND MOTION DATES [16.1(c)(2)(L)-(O)]**

10 A. Dates agreed by the parties:

- 11 i. Close of discovery: January 16, 2023
12 ii. Final date to file motions to amend pleadings or add parties (without
13 a further court order): October 18, 2022
14 iii. Final dates for expert disclosures:
15 a) Initial disclosure: October 18, 2022
16 b) Rebuttal disclosures: November 17, 2022
17 iv. Final date to file dispositive motions: February 15, 2023

18 **VIII.**

19 **JURY DEMAND [16.1(c)(2)(Q)]**

20 A jury demand has been filed: Yes.

21 ///

IX.

INITIAL DISCLOSURES/OBJECTIONS [16.1(a)(1)]

If a party objects during the Early Case Conference that initial disclosures are not appropriate in the circumstances of this case, those objections must be stated herein. The Court shall determine what disclosures, if any, are to be made and shall set the time for such disclosure.

This report is signed in accordance with rule 26(g)(1) of the Nevada Rules of Civil Procedure. Each signature constitutes a certification that to the best of the signer's knowledge, information and belief, formed after a reasonable inquiry, the disclosures made by the signer are complete and correct as of this time.

Dated: February 11, 2022

By 
Robert A. Rabbat
Nevada Bar Number 12633
ENENSTEIN PHAM & GLASS
11920 Southern Highlands Parkway
Suite 103, Las Vegas, NV 89141
Telephone: (702) 468-0808
Email: rrabbat@enensteinlaw.com
*Attorney for Plaintiff/Counter-Defendant
SLC, LLC*

Dated: February 11, 2022

By /s/Bradley J. Hofland
Bradley J. Hofland
Nevada Bar Number 6343
HOFLAND & TOMSHECK
228 South 4th Street, First Floor
Las Vegas, NV 89101
Telephone: (702) 895-6760
Email: bradh@hoflandlaw.com
*Attorney for Defendants/Counter-
Claimants*

Lauren Verbanik

From: Robert Rabbat
Sent: Thursday, February 10, 2022 1:48 PM
To: Brad Hofland; Matt Rosene
Cc: Lauren Verbanik
Subject: RE: SLC LLC v. Mereora et al., Case No. A-21-835625-C - draft JCCR

Follow Up Flag: Follow up
Flag Status: Flagged

Thanks for the response. We will submit shortly.

Best regards,

Robert A. Rabbat, Esq.
Enenstein Pham & Glass LLP



**ENENSTEIN
PHAM & GLASS** LLP

From: Brad Hofland <BradH@hoflandlaw.com>
Sent: Thursday, February 10, 2022 1:47 PM
To: Matt Rosene <mrosene@enensteinlaw.com>
Cc: Robert Rabbat <rrabbat@enensteinlaw.com>; Lauren Verbanik <lverbanik@enensteinlaw.com>
Subject: RE: SLC LLC v. Mereora et al., Case No. A-21-835625-C - draft JCCR

I have reviewed the JCCR, you have my permission to affix my electronic signature to it.

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

NOTICE: The above information is for the sole use of the intended recipient and contains information belonging to Hofland & Tomsheck, which is confidential and may be legally privileged. If you are not the intended recipient, or believe that you have received this communication in error, you are hereby notified that any printing, copying, distribution, use or taking of any action in reliance on the contents of this e-mail information is strictly prohibited. If you have received this e-mail in error, please immediately (1) notify the sender by reply e-mail; (2) call our office at (702) 895-6760 to inform the sender of the error; and (3) destroy all copies of the original message, including ones on your computer system and all drives.

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: Matt Rosene <mrosene@enensteinlaw.com>

Sent: Wednesday, February 2, 2022 7:01 AM

To: Brad Hofland <BradH@hoflandlaw.com>

Cc: Robert Rabbat <rrabbat@enensteinlaw.com>; Lauren Verbanik <lverbanik@enensteinlaw.com>

Subject: SLC LLC v. Mereora et al., Case No. A-21-835625-C - draft JCCR

Counsel,

Find attached a draft Joint Case Conference Report. Please review. If you believe any of the statements for the Defendants/Counter-Claimants need to be edited, please do so. We also welcome any suggestions regarding any of the joint statements. Please return the updated JCCR at your earliest convenience, or let us know if you would like to discuss.

Best,

Matt

Matthew W. Rosene, Esq.

Enenstein Pham & Glass LLP



**ENENSTEIN
PHAM & GLASS LLP**

Orange County Office

650 Town Center Drive

Suite 840

Costa Mesa, CA 92626

Tel: 714.292.0262

Fax: 714.464.4770

Los Angeles Office

12121 Wilshire Blvd.

Suite 600

Los Angeles, CA 90025

Tel: 310-899-2070

Fax: 310-496-1930

mrosene@enensteinlaw.com

www.enensteinlaw.com

This email and any attachments contain information from the law firm of ENENSTEIN PHAM & GLASS, which may be confidential and/or privileged. The information is intended to be for the use of the individual or entity named on this email. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the contents of this email is prohibited. If you receive this email in error, please notify us by reply email immediately so that we can arrange for the retrieval of the original documents at no cost to you.

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

Bradley J. Hofland, Esq.
HOFLAND & TOMSHECK
228 S. 4th St., 1st Floor
Las Vegas, NV 89101
Telephone: (702) 895-6760
Email: bradh@hoflandlaw.com
Attorneys for Defendants/Counter-Claimants

14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 SCHTO

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5
6 SLC, LLC.,
7 Plaintiff(s),

8 v

CASE NO. A-21-835625-C

DEPT NO. IV

9
10 LARISA MEREORA ,
11 Defendant(s).

12 **SCHEDULING ORDER AND ORDER SETTING CIVIL**

13 **JURY TRIAL AND CALENDAR CALL**

14 Counsel representing all parties, and after consideration by the Court,

15 IT IS HEREBY ORDERED THAT THE PARTIES WILL COMPLY WITH THE
16 FOLLOWING DEADLINES:

- 17 1. All parties shall complete discovery on or before **JANUARY 16, 2023.**
- 18 2. All parties shall file motions to **amend pleadings or add parties** on or before
19 **OCTOBER 18, 2022.**
- 20 3. All parties shall provide within ten (10) business days from the date of this
21 order:
- 22 A. A signed medical release for each medical provider seen by Plaintiff for
23 the injuries asserted in the complaint, if applicable.
- 24 B. A signed medical release for each medical provider seen by Plaintiff, **from**
25 **two years prior to the incident at issue to the present**, who treated
26 **specific areas** of the body in which plaintiff is also claiming injury from the
instant case, if applicable.
- 27 C. A copy of the declaration page of **every** insurance policy which **might**
28 offer coverage for the alleged injury/damage, if applicable.

1 D. An itemized list of damages known to date.

2 E. The name and, if known, the address and telephone number of each
3 individual to have information discoverable under Rule 26(b) including for
4 impeachment or rebuttal, identifying the subjects of the information.

5 4. All parties shall make **initial expert disclosures** pursuant to N.R.C.P.
6 16.1(a)(2) on or before **OCTOBER 18, 2022.**

7 A. **Notice of Intent to take Deposition of Retained and Non-retained**
8 **Expert Witness Required.** Any party requesting to take a **deposition**
9 **of an expert witness** must:

10 1. **Notify** opposing counsel, **in writing {via email or letter},** of the intent
11 to take the deposition of an expert witness.

12 2. This Notice must be sent no later than **60 calendar days** prior to the
13 close of discovery.

14 3. The Notice must **specifically indentify** which expert witness(es) are
15 requested to be deposed.

16 B. **Response to Notice of Intent to take Deposition of Retained and**
17 **Non-retained Expert Witness Required.**

18 Any party receiving a Notice of Intent to take a **deposition of an**
19 **expert witness** must:

20 1. Respond within **10 business days, in writing {via email or**
21 **letter},**

22 2. The Response must include at least **three (3) available dates and**
23 **times** the requested expert is available for deposition.

24 3. The expert availability dates provided must not exceed **45 calendar**
25 **days** of the date the Response is sent.

26 5. All parties shall make **rebuttal expert disclosures** pursuant to N.R.C.P.
27 16.1(a)(2) on or before **NOVEMBER 17, 2022.**

28 6. All parties shall file **Motions in Limine** and **dispositive motions** on or before

1 **FEBRUARY 15, 2023.**

- 2 7. Unless parties stipulate otherwise, the Court prefers **all depositions be**
3 **conducted via electronic means.**

4 **Orders shortening time will not be signed except in extreme emergencies.**

5 **IT IS HEREBY FURTHER ORDERED THAT:**

6 **A. Trial** - This matter is set for a **JURY TRIAL** on a **FIVE-WEEK Trial Stack** to
7 begin on **JUNE 26, 2023**, at **9:00 a.m.**, in Department IV, **Courtroom 3C.**

8 **B. Calendar Call** - A Calendar Call will be held on **JUNE 13, 2023**, beginning at
9 **11:00 a.m.**

10 1. All parties are required to **meet and confer prior** to the time of Calendar Call.

11 2. The meet and confer must be no later than 5 business days prior to the time of
12 Calendar Call.

13 3. During the meet and confer, the parties must **discuss trial stack availability of**
14 **counsel, parties, witnesses and expert witnesses.**

15 4. The parties **must be prepared** to provide dates of trial availability to the Court at
16 the time of Calendar Call.

17 **C. Status Check** – A status check will be held on **JULY 13, 2022**, beginning at
18 **9:00 a.m.**

19 **Failure of the designated trial counsel, or any party appearing in proper**
20 **person, to appear for any court appearances or to comply with this Order shall result**
21 **in any of the following: (1) dismissal of the action; (2) default judgment; (3) monetary**
22 **sanctions; (4) vacation of trial date; and/or any other appropriate remedy or**
23 **sanction.**

24 **D. TEN (10)** Business days prior to the Calendar Call Date parties shall provide the
25 following information to the Court:

- 26 (1) Pre-Trial Memorandums;
27 (2) Proposed Jury Instructions
28 a. One agreed upon set, with citations
b. One agreed upon set, without citations

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- c. Disputed set, with citations
- (3) Proposed voir dire questions;
- (4) Proposed verdict forms;
- (5) List of witnesses;
- (6) Length of witness testimony to include direct, cross examination, and re-direct;
- (7) What day they intend to call the witness and will the witness be called in the AM and/or PM; and if the witness will appear in person or via bluejeans.
- (8) Each party shall provide dates for their expert witness availability.

E. All parties, (Attorneys and parties in proper person) MUST comply with ALL REQUIREMENTS E.D.C.R. 2.67 and 2.69. Counsel should include in the Memorandum an identification of orders on all motions in limine or motions for partial summary judgment previously made, a summary of any anticipated legal issues remaining, a brief summary of the opinions to be offered by any witness to be called to offer opinion testimony as well as any objections to the opinion testimony.

F. All pre-trial motions, including but not limited to motions in limine, must be in writing and **filed no later than 75 days prior to trial**, and must be heard not less than 14 days prior to trial (see E.D.C.R. 2.47). Parties will be required to provide Motion in Limine binders to the Court. **Orders shortening time will not be signed except in extreme emergencies.** An upcoming trial date is not an extreme emergency.

G. All discovery deadlines, deadlines for filing dispositive motions and motions to amend the pleadings or add parties are controlled by the previously issued Scheduling Order and/or any amendments or subsequent orders.

Pursuant to E.D.C.R. 2.35, a motion as to any discovery issues or deadlines must be made before the Discovery Commissioner.

H. At Calendar Call parties shall provide the following;

- (1) Typed Exhibit Lists;
- (2) List of Depositions to be used in lieu of live testimony and/or designations;

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

(3) List of equipment needed to trial; and

(4) Original depositions

Counsel is required to advise the Court immediately if the case settles or is otherwise resolved prior to trial. A stipulation which terminates a case by dismissal shall indicate any date(s) to be vacated.

Dated this 17th day of February, 2022



04A E27 582C 8A4F
Nadia Krall
District Court Judge

1 **CSERV**

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5
6 SLC LLC, Plaintiff(s)

CASE NO: A-21-835625-C

7 vs.

DEPT. NO. Department 4

8 Larisa Mereora, 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 Scheduling and Trial Order was served via the court's electronic eFile
13 system to all recipients registered for e-Service on the above entitled case as listed below:

14 Service Date: 2/17/2022

15 Bradley Hofland

Bradh@hoflandlaw.com

16 Nikki Woulfe

clerk@hoflandlaw.com

17 Anna Stein

bhassistant@hoflandlaw.com

18 Robert Rabbat

rrabbat@enensteinlaw.com

19 Lauren Verbanik

lverbanik@enensteinlaw.com

20 Matthew Rosene

mrosene@enensteinlaw.com

21 Victor Botnari

botnari_victor@yahoo.com

REGISTER OF ACTIONS

CASE No. A-21-835625-C

SLC LLC, Plaintiff(s) vs. Larisa Mereora, Defendant(s)

www.ck12.org

Case Type: **Other Tort**

Date Filed: **06/02/2021**

Location: **Department 4**

Cross-Reference Case Number: **A835625**

PARTY INFORMATION

Case No.	Case Name	Case Type	Lead Attorneys
1	Grozav, Nina	Counter Claimant	Bradley J. Hofland <i>Retained</i> 702-895-6760(W)
2	Mereora, Larisa	Counter Claimant	Bradley J. Hofland <i>Retained</i> 702-895-6760(W)
3	Neagu, Ion	Counter Claimant	Bradley J. Hofland <i>Retained</i> 702-895-6760(W)
4	NNG, LLC <i>Doing Business As</i> Universal Motorcars	Counter Claimant	Bradley J. Hofland <i>Retained</i> 702-895-6760(W)
5	Reynolds, Maria	Counter Claimant	Bradley J. Hofland <i>Retained</i> 702-895-6760(W)
6	Universal Motorcar LLC <i>Doing Business As</i> Universal Motorcars	Counter Claimant	Bradley J. Hofland <i>Retained</i> 702-895-6760(W)
7	SLC LLC	Counter Defendant	Robert A. Rabbat <i>Retained</i> 702-468-0808(W)
8	Grozav, Nina	Defendant	Bradley J. Hofland <i>Retained</i> 702-895-6760(W)
9	Mereora, Larisa	Defendant	Bradley J. Hofland <i>Retained</i> 702-895-6760(W)
10	Mulkins, Thomas	Defendant	
11	Neagu, Alisa	Defendant	Bradley J. Hofland <i>Retained</i> 702-895-6760(W)
12	Neagu, Ion	Defendant	Bradley J. Hofland <i>Retained</i> 702-895-6760(W)
13	NNG, LLC <i>Doing Business As</i> Universal Motorcars	Defendant	Bradley J. Hofland <i>Retained</i> 702-895-6760(W)

Defendant	Reynolds, Maria	Bradley J. Hofland <i>Retained</i> 702-895-6760(W)
Defendant	Universal Motorcar LLC <i>Doing Business</i> As Universal Motorcars	Bradley J. Hofland <i>Retained</i> 702-895-6760(W)
Other	Verbanik, Lauren 11920 Southern Highlands Pkwy Suite 103 Las Vegas, NV 89141	Robert A. Rabbat <i>Retained</i> 702-468-0808(W)
Plaintiff	SLC LLC	Robert A. Rabbat <i>Retained</i> 702-468-0808(W)

EVENTS & ORDERS OF THE COURT

02/25/2022 [Minute Order](#) (3:00 AM) (Judicial Officer Krall, Nadia)

Minutes

02/25/2022 3:00 AM

- NRCP 1 and NRCP 1.10 state that the procedures in district court shall be administered to secure efficient, just and inexpensive determinations in every action and proceeding. Pursuant to EDCR 2.23(c), the judge may consider the motion on its merits at any time with or without oral argument, and grant or deny it. Plaintiff s/Counter-Defendant SLC LLC s Rule 12(b)(5) Motion to Dismiss Counterclaim filed 1/7/2022; Request for Judicial Notice in Support of Plaintiff/Counter-Defendant SLC LLC s NRCP 12(b)(5) Motion to Dismiss Counterclaims for Failure to State a Claim filed 1/7/2022; Defendant s Opposition to Plaintiff/Counter-Defendant SLC LLC s Rule 12(b)(5) Motion to Dismiss Counterclaim and Countertermotion for Attorney s Fees and Costs and Related Relief filed 1/21/2022; 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 Countertermotion for Attorney s Fees and Costs and Related Relief filed 1/21/2022; Plaintiff/Counter-Defendant SLC LLC s Reply in Support of Rule 12(b)(5) Motion to Dismiss Counterclaim filed 2/4/2022; Plaintiff/Counter-Defendant SLC LLC s Opposition to Defendants/Counter-Claimants Countertermotion 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 Attorney s Fees filed 2/4/2022; Declaration of Robert A. Rabbat in Support of Plaintiff/Counter-Defendant SLC LLC s Opposition to Defendants/Counter-Claimants Countertermotion for Attorney s Fees and Costs and Related Relief Under Rule 11 and NRS 7.085; and Request for Award of Reasonable Expenses, Including Attorneys Fees filed 2/4/2022; Plaintiff/Counter-Defendant SLC LLC s Request for Judicial Notice in Support of Opposition to Defendants/Counter-Claimants Countertermotion for Attorney s Fees and Costs filed 2/4/2022. The Court reviewed all of the pleadings and attached exhibits regarding the pleadings on file. COURT ORDERED, Plaintiff s/Counter-Defendant SLC LLC s Rule 12(b)(5) Motion to Dismiss Counterclaim filed 1/7/2022 is DENIED pursuant to N.R.C.P. 12(b)(5); Rust v. Clark County Sch. Dist., 103 Nev. 686 (1987); Adams v. Johnson, 355 F.3d 1179 (9th Cir. 2004); Revis v. Slocomb Industries, Inc., 765 F.Supp. 1212 (D. Del. 1991); Bell Atlantic Corp. v. Twombly, 127 S.Ct. 1955 (2007); Abbott Laboratories v. Nutrimax Products, Inc., 844 F.Supp. 443 (1994); Ponder v. United States, 117 F.3d 549 (Fed. Cir. 1997); Buzz Stew, LLC v. City of North Las Vegas, 181 P.3d 670 (2008); In re Amerco Derivative Litig. Glenbrook Capital Ltd. P ship., 127 Nev. 196 (2011); Simpson v. Mars, Inc., 113 Nev. 188 (1997); Edgar v. Wagner, 101 Nev. 226 (1985) citing Conley v. Gibson, 355 U.S. 41 (1957); Brelant v. Preferred Equities Corp., 109 Nev. 842 (1993) quoting Ravera v. City of Reno, 100 Nev. 68 (1984); Morris v. Bank of America, Nevada, 110 Nev. 1274 (1994); Crucil v. Carson City, 95 Nev. 583 (1979); Western States Constr. v. Michoff, 108 Nev. 931 (1992); Liston v. Las Vegas Metropolitan Police Department, 111 Nev. 1575 (1995) citing Swartz v. Adams, 93 Nev. 240 (1977); Crucial v. Carson City, 95 Nev. 583 (1979); Kovacs v. Acosta, 106 Nev. 57 (1990); Laxalt v. McClatchy, 622 F.Supp. 737 (D. Nev. 1985); N.R.C.P. 15(b); Jaksich v. Guisti, 36 Nev. 104 (1913) and Nevada Credit Rating Bureau v. Williams, 88 Nev. 601 (1972). COURT FURTHER ORDERED Defendant s Countertermotion for Attorney s Fees and Costs and Related Relief filed 1/21/2022 is DENIED. COURT FURTHER

ORDERED Plaintiff s/Counter-Defendant SLC LLC s request for award of Reasonable Expenses, Including Attorneys Fees filed 2/4/2022 is DENIED. COURT FURTHER ORDERED counsel for Defendant to draft and circulate a proposed order for opposing counsel s signature prior to submitting it to the Department 4 inbox for the Judge s review and signature within fourteen (14) days and distribute a filed copy to all parties involved in this matter. COURT FURTHER ORDERED Plaintiff s/Counter-Defendant SLC LLC s Rule 12(b)(5) Motion to Dismiss Counterclaim filed 1/7/2022; 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 filed 1/21/2022 and Plaintiff/Counter-Defendant SLC LLC s Request for Judicial Notice in Support of Opposition to Defendants/Counter-Claimants Countermotion for Attorney s Fees and Costs filed 2/4/2022 and scheduled for hearing on 3/3/2022 at 9:00 A.M. are all VACATED. CLERK S NOTE: This Minute Order was electronically served by Courtroom Clerk, Jessica Mason, to all registered parties for Odyssey File & Serve.//jm

[Return to Register of Actions](#)

HOFLAND & TOMSHECK

Bradley J. Hofland, Esq.
Nevada Bar No. 6343
bradh@hoflandlaw.com
228 South 4th Street, 1st Floor
Las Vegas, Nevada 89101
Telephone: (702) 895-6760
Facsimile: (702) 731-6910

Attorneys for Defendants

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

SLC LLC, a Nevada limited liability) CASE NO.: A-21-835625-C
company,) DEPT NO.: 4
)
)
)

Plaintiff,)
)
)
)

vs.)

**ORDER AFTER FEBRUARY 25,
2022 MINUTE ORDER**

LARISA MEREORA, an individual;)
THOMAS MULKINS, an individual;)
NINA GROZAV, an individual, ION)
NEAGU, an individual; ALISA NEAU,)
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,)
)

Defendants.)

THIS MATTER having come before the Honorable Nadia Krall, on
February 25, 2022 via Minute Order.

The Court reviewed the case history and pleadings on file.

The Court being fully advised, having reviewed the papers and pleadings

1 filed, argument of counsel, and good cause appearing therefore,

2 **IT IS HEREBY ORDERED** that Plaintiff s/Counter-Defendant SLC LLC s
3 Rule 12(b)(5) Motion to Dismiss Counterclaim filed 1/7/2022 is DENIED pursuant
4 to N.R.C.P. 12(b)(5); *Rust v. Clark County Sch. Dist.*, 103 Nev. 686 (1987); *Adams*
5 *v. Johnson*, 355 F.3d 1179 (9th Cir. 2004); *Revis v. Slocomb Industries, Inc.*, 765
6 F.Supp. 1212 (D. Del. 1991); *Bell Atlantic Corp. v. Twombly*, 127 S.Ct. 1955
7 (2007); *Abbott Laboratories v. Nutrimax Products, Inc.*, 844 F.Supp. 443 (1994);
8 *Ponder v. United States*, 117 F.3d 549 (Fed. Cir. 1997); *Buzz Stew, LLC v. City of*
9 *North Las Vegas*, 181 P.3d 670 (2008); *In re Amerco Derivative Litig. Glenbrook*
10 *Capital Ltd. P ship.*, 127 Nev. 196 (2011); *Simpson v. Mars, Inc.*, 113 Nev. 188
11 (1997); *Edgar v. Wagner*, 101 Nev. 226 (1985) citing *Conley v. Gibson*, 355 U.S.
12 41 (1957); *Brelant v. Preferred Equities Corp.*, 109 Nev. 842 (1993) quoting
13 *Ravera v. City of Reno*, 100 Nev. 68 (1984); *Morris v. Bank of America, Nevada*,
14 110 Nev. 1274 (1994); *Crucil v. Carson City*, 95 Nev. 583 (1979); *Western States*
15 *Constr. v. Michoff*, 108 Nev. 931 (1992); *Liston v. Las Vegas Metropolitan Police*
16 *Department*, 111 Nev. 1575 (1995) citing *Swartz v. Adams*, 93 Nev. 240 (1977);
17 *Crucial v. Carson City*, 95 Nev. 583 (1979); *Kovacs v. Acosta*, 106 Nev. 57 (1990);
18 *Laxalt v. McClatchy*, 622 F.Supp. 737 (D. Nev. 1985); N.R.C.P. 15(b); *Jaksich v.*
19 *Guisti*, 36 Nev. 104 (1913) and *Nevada Credit Rating Bureau v. Williams*, 88 Nev.
20 601 (1972).

21 **HEREBY FURTHER ORDERED** that Defendant s Counter-motion for
22 Attorney s Fees and Costs and Related Relief filed 1/21/2022 is DENIED.

23 **IT IS HEREBY FURTHER ORDERED** that Plaintiff /Counter-Defendant
24 SLC LLC's request for award of Reasonable Expenses, Including Attorney's Fees
25 filed 2/4/2022 is DENIED.

26 //

27 //

IT IS HEREBY FURTHER ORDERED that Plaintiff s/Counter-Defendant SLC LLC s Rule 12(b)(5) Motion to Dismiss Counterclaim filed 1/7/2022; 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 filed 1/21/2022 and Plaintiff/Counter-Defendant SLC LLC s Request for Judicial Notice in Support of Opposition to Defendants/Counter-Claimants Countermotion for Attorney s Fees and Costs filed 2/4/2022 and scheduled for hearing on 3/3/2022 at 9:00 A.M. are all VACATED.

IT IS SO ORDERED

Dated this 7th day of March, 2022

N. li. Kull

B7B F2F 572C 62B4
Nadia Krall
District Court Judge

Dated this 2nd day of March, 2022

HOFLAND & TOMSHECK

/s/ Bradley J. Hofland

Bradley J. Hofland, Esq.
Nevada Bar No.: 6343
228 S. 4th Street, 1st Floor
Las Vegas, NV 89101
(702) 895-6760
Attorneys for Defendant(s)

Dated this 3rd day of March, 2022

ENENSTEIN PHAM & GLASS

/s/ Robert A. Rabbat

Robert A. Rabbat, Esq.
Nevada Bar No.: 12633
11920 Southern Highlands Parkway,
Suite 103
Las Vegas, NV 89141
(702) 468-0808
Attorneys for Plaintiff

1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

4
5
6 SLC LLC, Plaintiff(s)

CASE NO: A-21-835625-C

7 vs.

DEPT. NO. Department 4

8 Larisa Mereora, 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 Order was served via the court's electronic eFile system to all
13 recipients registered for e-Service on the above entitled case as listed below:

14 Service Date: 3/7/2022

15 Bradley Hofland

Bradh@hoflandlaw.com

16 Nikki Woulfe

clerk@hoflandlaw.com

17 Anna Stein

bhassistant@hoflandlaw.com

18 Robert Rabbat

rrabbat@enensteinlaw.com

19 Lauren Verbanik

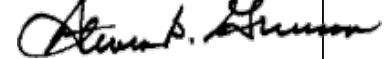
lverbanik@enensteinlaw.com

20 Matthew Rosene

mrosene@enensteinlaw.com

21 Victor Botnari

botnari_victor@yahoo.com



HOFLAND & TOMSHECK
Bradley J. Hofland, Esq.
Nevada Bar No. 6343
bradh@hoflandlaw.com
228 South 4th Street, 1st Floor
Las Vegas, Nevada 89101
Telephone: (702) 895-6760
Facsimile: (702) 731-6910
Attorneys for Defendants

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

SLC LLC, a Nevada limited liability) CASE NO.: A-21-835625-C
company,) DEPT NO.: 4

Plaintiff,

vs.

**NOTICE OF ENTRY OF ORDER
AFTER FEBRUARY 25, 2022
MINUTE ORDER**

LARISA MEREORA, an individual;
THOMAS MULKINS, an individual;
NINA GROZAV, an individual, ION
NEAGU, an individual; ALISA NEAU,
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,

Defendants.

TO: ALL INTERESTED PARTIES

PLEASE TAKE NOTICE that the Order after February 25, 2022 Minute
Order was entered in the above-entitled matter on the 7th day of March, 2022, a

1 copy of which is attached hereto.

2

3 DATED this 8th day of March, 2022

4

HOFLAND & TOMSHECK

5

By: /s/ **Bradley J. Hofland**

6

Bradley J. Hofland, Esq.

7

Nevada Bar No. 6343

8

228 South 4th Street, 1st Floor

9

Las Vegas, Nevada 89101

10

Telephone: (702) 895-6760

11

Attorneys for Defendant(s)

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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 8th day of March, 2022, I served the forgoing **NOTICE OF ENTRY OF ORDER AFTER FEBRUARY 25, 2022 MINUTE ORDER** 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
Employee of Hofland & Tomsheck

HOFLAND & TOMSHECK

Bradley J. Hofland, Esq.
Nevada Bar No. 6343
bradh@hoflandlaw.com
228 South 4th Street, 1st Floor
Las Vegas, Nevada 89101
Telephone: (702) 895-6760
Facsimile: (702) 731-6910

Attorneys for Defendants

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

SLC LLC, a Nevada limited liability) CASE NO.: A-21-835625-C
company,) DEPT NO.: 4
)
)
)

Plaintiff,)
)
)
)

vs.)

**ORDER AFTER FEBRUARY 25,
2022 MINUTE ORDER**

LARISA MEREORA, an individual;)
THOMAS MULKINS, an individual;)
NINA GROZAV, an individual, ION)
NEAGU, an individual; ALISA NEAU,)
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,)
)

Defendants.)

THIS MATTER having come before the Honorable Nadia Krall, on
February 25, 2022 via Minute Order.

The Court reviewed the case history and pleadings on file.

The Court being fully advised, having reviewed the papers and pleadings

1 filed, argument of counsel, and good cause appearing therefore,

2 **IT IS HEREBY ORDERED** that Plaintiff s/Counter-Defendant SLC LLC s
3 Rule 12(b)(5) Motion to Dismiss Counterclaim filed 1/7/2022 is DENIED pursuant
4 to N.R.C.P. 12(b)(5); *Rust v. Clark County Sch. Dist.*, 103 Nev. 686 (1987); *Adams*
5 *v. Johnson*, 355 F.3d 1179 (9th Cir. 2004); *Revis v. Slocomb Industries, Inc.*, 765
6 F.Supp. 1212 (D. Del. 1991); *Bell Atlantic Corp. v. Twombly*, 127 S.Ct. 1955
7 (2007); *Abbott Laboratories v. Nutrimax Products, Inc.*, 844 F.Supp. 443 (1994);
8 *Ponder v. United States*, 117 F.3d 549 (Fed. Cir. 1997); *Buzz Stew, LLC v. City of*
9 *North Las Vegas*, 181 P.3d 670 (2008); *In re Amerco Derivative Litig. Glenbrook*
10 *Capital Ltd. P ship.*, 127 Nev. 196 (2011); *Simpson v. Mars, Inc.*, 113 Nev. 188
11 (1997); *Edgar v. Wagner*, 101 Nev. 226 (1985) citing *Conley v. Gibson*, 355 U.S.
12 41 (1957); *Brelant v. Preferred Equities Corp.*, 109 Nev. 842 (1993) quoting
13 *Ravera v. City of Reno*, 100 Nev. 68 (1984); *Morris v. Bank of America, Nevada*,
14 110 Nev. 1274 (1994); *Crucil v. Carson City*, 95 Nev. 583 (1979); *Western States*
15 *Constr. v. Michoff*, 108 Nev. 931 (1992); *Liston v. Las Vegas Metropolitan Police*
16 *Department*, 111 Nev. 1575 (1995) citing *Swartz v. Adams*, 93 Nev. 240 (1977);
17 *Crucial v. Carson City*, 95 Nev. 583 (1979); *Kovacs v. Acosta*, 106 Nev. 57 (1990);
18 *Laxalt v. McClatchy*, 622 F.Supp. 737 (D. Nev. 1985); N.R.C.P. 15(b); *Jaksich v.*
19 *Guisti*, 36 Nev. 104 (1913) and *Nevada Credit Rating Bureau v. Williams*, 88 Nev.
20 601 (1972).

21 **HEREBY FURTHER ORDERED** that Defendant s Counter-motion for
22 Attorney s Fees and Costs and Related Relief filed 1/21/2022 is DENIED.

23 **IT IS HEREBY FURTHER ORDERED** that Plaintiff /Counter-Defendant
24 SLC LLC's request for award of Reasonable Expenses, Including Attorney's Fees
25 filed 2/4/2022 is DENIED.

26 //

27 //

IT IS HEREBY FURTHER ORDERED that Plaintiff s/Counter-Defendant SLC LLC s Rule 12(b)(5) Motion to Dismiss Counterclaim filed 1/7/2022; 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 filed 1/21/2022 and Plaintiff/Counter-Defendant SLC LLC s Request for Judicial Notice in Support of Opposition to Defendants/Counter-Claimants Countermotion for Attorney s Fees and Costs filed 2/4/2022 and scheduled for hearing on 3/3/2022 at 9:00 A.M. are all VACATED.

IT IS SO ORDERED

Dated this 7th day of March, 2022

Nili Kull

B7B F2F 572C 62B4
Nadia Krall
District Court Judge

Dated this 2nd day of March, 2022

HOFLAND & TOMSHECK

/s/ Bradley J. Hofland

Bradley J. Hofland, Esq.
Nevada Bar No.: 6343
228 S. 4th Street, 1st Floor
Las Vegas, NV 89101
(702) 895-6760
Attorneys for Defendant(s)

Dated this 3rd day of March, 2022

ENENSTEIN PHAM & GLASS

/s/ Robert A. Rabbat

Robert A. Rabbat, Esq.
Nevada Bar No.: 12633
11920 Southern Highlands Parkway,
Suite 103
Las Vegas, NV 89141
(702) 468-0808
Attorneys for Plaintiff

1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

4
5
6 SLC LLC, Plaintiff(s)

CASE NO: A-21-835625-C

7 vs.

DEPT. NO. Department 4

8 Larisa Mereora, 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 Order was served via the court's electronic eFile system to all
13 recipients registered for e-Service on the above entitled case as listed below:

14 Service Date: 3/7/2022

15 Bradley Hofland

Bradh@hoflandlaw.com

16 Nikki Woulfe

clerk@hoflandlaw.com

17 Anna Stein

bhassistant@hoflandlaw.com

18 Robert Rabbat

rrabbat@enensteinlaw.com

19 Lauren Verbanik

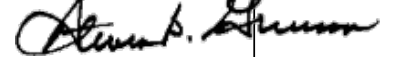
lverbanik@enensteinlaw.com

20 Matthew Rosene

mrosene@enensteinlaw.com

21 Victor Botnari

botnari_victor@yahoo.com



1 **CCAN**
2 Robert A. Rabbat, Esq.
3 Nevada Bar No. 12633
4 ENENSTEIN PHAM & GLASS
5 11920 Southern Highlands Pkwy., Suite 103
6 Las Vegas, Nevada 89141
7 Telephone: (702) 468-0808
8 Facsimile: (702) 920-8228
9 Email: rrabbat@enensteinlaw.com
10 *Attorneys for Plaintiff/Counter-Defendant*
11 *SLC LLC*

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

11 SLC LLC, a Nevada limited liability) Case No. A-21-835625-C
12 company,) Dept. No. 4
13)
14 Plaintiff,) **PLAINTIFF/COUNTER-DEFENDANT**
15 vs.) **SLC LLC'S ANSWER TO**
16) **COUNTERCLAIM, AND**
17 LARISA MEREORA, an individual, et) **AFFIRMATIVE DEFENSES**
18 al.,)
19)
20 Defendants.)
21)
22)
23)
24)
25)
26)
27)
28)
29)
30)
31)
32)
33)
34)
35)
36)
37)
38)
39)
40)
41)
42)
43)
44)
45)
46)
47)
48)
49)
50)
51)
52)
53)
54)
55)
56)
57)
58)
59)
60)
61)
62)
63)
64)
65)
66)
67)
68)
69)
70)
71)
72)
73)
74)
75)
76)
77)
78)
79)
80)
81)
82)
83)
84)
85)
86)
87)
88)
89)
90)
91)
92)
93)
94)
95)
96)
97)
98)
99)
100)
101)
102)
103)
104)
105)
106)
107)
108)
109)
110)
111)
112)
113)
114)
115)
116)
117)
118)
119)
120)
121)
122)
123)
124)
125)
126)
127)
128)
129)
130)
131)
132)
133)
134)
135)
136)
137)
138)
139)
140)
141)
142)
143)
144)
145)
146)
147)
148)
149)
150)
151)
152)
153)
154)
155)
156)
157)
158)
159)
160)
161)
162)
163)
164)
165)
166)
167)
168)
169)
170)
171)
172)
173)
174)
175)
176)
177)
178)
179)
180)
181)
182)
183)
184)
185)
186)
187)
188)
189)
190)
191)
192)
193)
194)
195)
196)
197)
198)
199)
200)
201)
202)
203)
204)
205)
206)
207)
208)
209)
210)
211)
212)
213)
214)
215)
216)
217)
218)
219)
220)
221)
222)
223)
224)
225)
226)
227)
228)
229)
230)
231)
232)
233)
234)
235)
236)
237)
238)
239)
240)
241)
242)
243)
244)
245)
246)
247)
248)
249)
250)
251)
252)
253)
254)
255)
256)
257)
258)
259)
260)
261)
262)
263)
264)
265)
266)
267)
268)
269)
270)
271)
272)
273)
274)
275)
276)
277)
278)
279)
280)
281)
282)
283)
284)
285)
286)
287)
288)
289)
290)
291)
292)
293)
294)
295)
296)
297)
298)
299)
300)
301)
302)
303)
304)
305)
306)
307)
308)
309)
310)
311)
312)
313)
314)
315)
316)
317)
318)
319)
320)
321)
322)
323)
324)
325)
326)
327)
328)
329)
330)
331)
332)
333)
334)
335)
336)
337)
338)
339)
340)
341)
342)
343)
344)
345)
346)
347)
348)
349)
350)
351)
352)
353)
354)
355)
356)
357)
358)
359)
360)
361)
362)
363)
364)
365)
366)
367)
368)
369)
370)
371)
372)
373)
374)
375)
376)
377)
378)
379)
380)
381)
382)
383)
384)
385)
386)
387)
388)
389)
390)
391)
392)
393)
394)
395)
396)
397)
398)
399)
400)
401)
402)
403)
404)
405)
406)
407)
408)
409)
410)
411)
412)
413)
414)
415)
416)
417)
418)
419)
420)
421)
422)
423)
424)
425)
426)
427)
428)
429)
430)
431)
432)
433)
434)
435)
436)
437)
438)
439)
440)
441)
442)
443)
444)
445)
446)
447)
448)
449)
450)
451)
452)
453)
454)
455)
456)
457)
458)
459)
460)
461)
462)
463)
464)
465)
466)
467)
468)
469)
470)
471)
472)
473)
474)
475)
476)
477)
478)
479)
480)
481)
482)
483)
484)
485)
486)
487)
488)
489)
490)
491)
492)
493)
494)
495)
496)
497)
498)
499)
500)
501)
502)
503)
504)
505)
506)
507)
508)
509)
510)
511)
512)
513)
514)
515)
516)
517)
518)
519)
520)
521)
522)
523)
524)
525)
526)
527)
528)
529)
530)
531)
532)
533)
534)
535)
536)
537)
538)
539)
540)
541)
542)
543)
544)
545)
546)
547)
548)
549)
550)
551)
552)
553)
554)
555)
556)
557)
558)
559)
560)
561)
562)
563)
564)
565)
566)
567)
568)
569)
570)
571)
572)
573)
574)
575)
576)
577)
578)
579)
580)
581)
582)
583)
584)
585)
586)
587)
588)
589)
590)
591)
592)
593)
594)
595)
596)
597)
598)
599)
600)
601)
602)
603)
604)
605)
606)
607)
608)
609)
610)
611)
612)
613)
614)
615)
616)
617)
618)
619)
620)
621)
622)
623)
624)
625)
626)
627)
628)
629)
630)
631)
632)
633)
634)
635)
636)
637)
638)
639)
640)
641)
642)
643)
644)
645)
646)
647)
648)
649)
650)
651)
652)
653)
654)
655)
656)
657)
658)
659)
660)
661)
662)
663)
664)
665)
666)
667)
668)
669)
670)
671)
672)
673)
674)
675)
676)
677)
678)
679)
680)
681)
682)
683)
684)
685)
686)
687)
688)
689)
690)
691)
692)
693)
694)
695)
696)
697)
698)
699)
700)
701)
702)
703)
704)
705)
706)
707)
708)
709)
710)
711)
712)
713)
714)
715)
716)
717)
718)
719)
720)
721)
722)
723)
724)
725)
726)
727)
728)
729)
730)
731)
732)
733)
734)
735)
736)
737)
738)
739)
740)
741)
742)
743)
744)
745)
746)
747)
748)
749)
750)
751)
752)
753)
754)
755)
756)
757)
758)
759)
760)
761)
762)
763)
764)
765)
766)
767)
768)
769)
770)
771)
772)
773)
774)
775)
776)
777)
778)
779)
780)
781)
782)
783)
784)
785)
786)
787)
788)
789)
790)
791)
792)
793)
794)
795)
796)
797)
798)
799)
800)
801)
802)
803)
804)
805)
806)
807)
808)
809)
810)
811)
812)
813)
814)
815)
816)
817)
818)
819)
820)
821)
822)
823)
824)
825)
826)
827)
828)
829)
830)
831)
832)
833)
834)
835)
836)
837)
838)
839)
840)
841)
842)
843)
844)
845)
846)
847)
848)
849)
850)
851)
852)
853)
854)
855)
856)
857)
858)
859)
860)
861)
862)
863)
864)
865)
866)
867)
868)
869)
870)
871)
872)
873)
874)
875)
876)
877)
878)
879)
880)
881)
882)
883)
884)
885)
886)
887)
888)
889)
890)
891)
892)
893)
894)
895)
896)
897)
898)
899)
900)
901)
902)
903)
904)
905)
906)
907)
908)
909)
910)
911)
912)
913)
914)
915)
916)
917)
918)
919)
920)
921)
922)
923)
924)
925)
926)
927)
928)
929)
930)
931)
932)
933)
934)
935)
936)
937)
938)
939)
940)
941)
942)
943)
944)
945)
946)
947)
948)
949)
950)
951)
952)
953)
954)
955)
956)
957)
958)
959)
960)
961)
962)
963)
964)
965)
966)
967)
968)
969)
970)
971)
972)
973)
974)
975)
976)
977)
978)
979)
980)
981)
982)
983)
984)
985)
986)
987)
988)
989)
990)
991)
992)
993)
994)
995)
996)
997)
998)
999)
1000)

PLAINTIFF/COUNTER-DEFENDANT'S ANSWER TO COUNTERCLAIM

1 Plaintiff and counter-defendant SLC LLC (“SLC”) hereby replies to the allegations
2 set forth in defendants and counterclaimants Larisa Mereora, Nina Grozav, Ion Neagu,
3 Maria Reynolds, Alisa Neagu, NNG LLC and Universal Motorcars’ (collectively,
4 “Counterclaimants”) Counterclaim filed on December 17, 2021, as follow:

5 INTRODUCTION

6 1. In response to Paragraph 1, SLC responds that this paragraph consists solely
7 of legal propositions, conclusions, and argument for which no response is required. To the
8 extent that a response is required, SLC denies all of the allegations contained herein.

9 2. In response to Paragraph 2, SLC responds that this paragraph consists solely
10 of legal propositions, conclusions, and argument for which no response is required. To the
11 extent that a response is required, SLC denies all of the allegations contained herein.

12 3. In response to Paragraph 3, SLC admits that counterclaimant Larisa Mereora
13 is an individual. SLC is without sufficient knowledge or information to form a belief as to
14 the truth of the remaining allegations in this paragraph and on that basis denies the
15 remaining allegations contained therein.

16 4. In response to Paragraph 4, SLC admits all of the allegations contained
17 therein.

18 5. In response to Paragraph 5, SLC admits all of the allegations contained
19 therein.

20 6. In response to Paragraph 6, SLC admits all of the allegations contained
21 therein.

22 7. In response to Paragraph 7, SLC admits all of the allegations contained
23 therein.

24 8. In response to Paragraph 8, SLC admits all of the allegations contained
25 therein.

26 9. In response to Paragraph 9, SLC is without sufficient knowledge or
27 information to form a belief as to the truth of the allegations in this paragraph and on that
28 basis denies all allegations contained therein.

1 **JURISDICTION AND VENUE**

2 10. In response to Paragraph 10, SLC admits all of the allegations contained
3 therein.

4 **GENERAL ALLEGATIONS**

5 11. In response to Paragraph 11, at all times relevant to the Complaint SLC
6 denies all of the allegations contained therein.

7 12. In response to Paragraph 12, SLC denies all of the allegations contained
8 therein.

9 13. In response to Paragraph 13, SLC denies the allegation that there were any
10 claims involving Counterclaimants in case number A-19-805955-C. SLC denies that any
11 claims it has or ever had against any of the Counterclaimants were dismissed in case
12 number A-19-805955-C. SLC responds that the remaining allegations in this paragraph
13 consist solely of legal propositions, conclusions, and argument for which no response is
14 required; to the extent that a response is required, SLC denies all of the remaining
15 allegations contained herein.

16 **FIRST CLAIM FOR RELIEF**

17 (Abuse of Process)

18 14. In response to Paragraph 14, SLC repeats each and every of its respective
19 allegations, admissions and denials contained in Paragraphs 1 through 13, and
20 incorporates same by reference as through fully set forth herein.

21 15. In response to Paragraph 15, SLC denies all of the allegations contained
22 therein.

23 16. In response to Paragraph 16, at all times relevant to the Complaint, SLC
24 denies all of the allegations contained therein.

25 17. In response to Paragraph 17, SLC denies all of the allegations contained
26 therein.

27 18. In response to Paragraph 18, SLC denies all of the allegations contained
28 therein.

1 19. In response to Paragraph 19, SLC denies all of the allegations contained
2 therein.

3 20. In response to Paragraph 20, SLC responds that it is without sufficient
4 knowledge or information to form a belief as to the truth of the allegations in this
5 paragraph and on that basis denies all allegations contained therein.

6 **AFFIRMATIVE DEFENSES**

7 **FIRST AFFIRMATIVE DEFENSE**

8 **(Failure to State a Claim)**

9 The purported cause of action of the Counterclaim fails to state sufficient facts to
10 constitute a cause of action.

11 **SECOND AFFIRMATIVE DEFENSE**

12 **(Waiver and Estoppel)**

13 The Counterclaim, and each cause of action alleged therein, is barred by the
14 doctrines of waiver and estoppel.

15 **THIRD AFFIRMATIVE DEFENSE**

16 **(Failure to Mitigate)**

17 Defendants/Counter-Claimants have failed to properly mitigate alleged damages,
18 injuries or losses, if any such damages, injuries or losses exist (which SLC denies) and,
19 therefore, any recovery against SLC is barred or reduced accordingly.

20 **FOURTH AFFIRMATIVE DEFENSE**

21 **(Good Faith)**

22 At all times material hereto, SLC acted reasonably and in good faith.

23 **FIFTH AFFIRMATIVE DEFENSE**

24 **(Unclean Hands)**

25 Defendants/Counter-Claimants' claims are barred in whole or in part through the
26 doctrine of unclean hands.

27 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SIXTH AFFIRMATIVE DEFENSE

(Bad Faith)

The Counterclaim, and the cause of action alleged therein, is barred by bad faith of Defendants/Counter-Claimants.

SEVENTH AFFIRMATIVE DEFENSE

(Offset, Set-Off, and Recoupment)

SLC is entitled to an offset, set-off, or recoupment of damages for the cause of action in the Counterclaim.

EIGHTH AFFIRMATIVE DEFENSE

(Ratification or Acquiescence)

The Counterclaim, and the cause of action alleged therein, is barred because Defendants/Counter-Claimants ratified, consented, or acquiesced to SLC’s complained-of-conduct.

NINTH AFFIRMATIVE DEFENSE

(Damages caused by Defendants/Counter-Claimants)

Defendants/Counter-Claimants’ claim, and the resulting alleged damages to Defendants/Counter-Claimants, if any, were proximately caused or contributed to by Defendants/Counter-Claimants’ own actions, omissions, or misconduct.

TENTH AFFIRMATIVE DEFENSE

(Third-Party Liability)

The damages sustained by Defendants/Counter-Claimants, if any, were caused by the acts of third persons who were not acting as agents, servants, or employees of SLC and who were not acting on behalf of SLC in any manner or form, and as such, SLC is not liable in any manner to Defendants/Counter-Claimants.

ELEVENTH AFFIRMATIVE DEFENSE

(Lack of Causation)

The actions and omissions of SLC were not the direct or proximate cause of injury or damage, if any, to Defendants/Counter-Claimants.

1 **TWELFTH AFFIRMATIVE DEFENSE**

2 **(Contributory Negligence)**

3 The damages Defendants/Counter-Claimants suffered, if any, were proximately
4 caused by their own negligence. Alternatively, if the negligence of Defendants/Counter-
5 Claimants was not the sole proximate cause of their injuries, if any, then their negligence
6 was a proximate contributory cause of the injuries, if any.

7 **THIRTEENTH AFFIRMATIVE DEFENSE**

8 **(Reservation of Rights)**

9 SLC reserves the right to raise additional defenses if during the course of discovery
10 further defenses are revealed.

11 **PRAYER FOR RELIEF**

12 WHEREFORE, plaintiff/counter-defendant SLC prays for relief against
13 Defendants/Counter-Claimants as follows:

- 14 1. That Defendants/Counter-Claimants take nothing by reason of their
15 Counterclaim on file herein;
- 16 2. For all attorneys' fees incurred in defense of Defendants/Counter-Claimants'
17 Counterclaim against SLC;
- 18 3. For costs and disbursements incurred herein; and
- 19 4. For such other and further relief as the Court may deem just and proper
20 under these circumstances.

21 Dated: March 11, 2022

ENENSTEIN PHAM & GLASS

22 By: 
23 _____

24 Robert A. Rabbat
25 Nevada Bar Number 12633
26 Email: rrabbat@enensteinlaw.com
27 11920 Southern Highlands Pkwy., Suite 103
28 Las Vegas, Nevada 89141
Telephone: (702) 468-0808
Facsimile: (702) 920-8228
*Attorneys for Plaintiff/Counter-Defendant
SLC LLC*

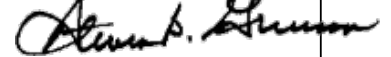
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CERTIFICATE OF SERVICE

Pursuant to Nev.R.Civ.P. 5(b), I hereby certify that on March 11, 2022, I served a true and correct copy of the foregoing **PLAINTIFF/COUNTER-DEFENDANT SLC LLC’S ANSWER TO COUNTERCLAIM, AND AFFIRMATIVE DEFENSES** served electronically via the court’s e-filing system Odyssey eFileNV, including the following interested parties named below:

Bradley J. Hofland, Esq.
HOFLAND & TOMSHECK
228 S. 4th St., 1st Floor
Las Vegas, NV 89101
Telephone: (702) 895-6760
Email: bradh@hoflandlaw.com
Attorneys for Defendants

/s/Lauren A. Verbanik
Lauren Verbanik, *Paralegal*



MOT
HOFLAND & TOMSHECK
Bradley J. Hofland, Esq.
Nevada Bar Number: 6343
bradh@hoflandlaw.com
228 South 4th Street, 1st Floor
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.	)	DEFENDANTS' MOTION FOR SUMMARY JUDGMENT.
)	
LARISA MEREORA, an individual;	)	Date of Hearing:
THOMAS MULKINS, an individual;	)	Time of Hearing:
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,)	
Defendants.)	

TO ALL PARTIES IN INTEREST AND THEIR ATTORNEYS OF RECORD:

COMES NOW, Defendants Larisa Mereora, Nina Grozav, Ion Neagu, Maria Reynolds, Alisa Neaugu, NNG LLC and Universal Motorcar LLC and hereby moves this Court for an Order granting summary judgment in favor of Defendants and against Plaintiff SLC, LLC, a Nevada Limited Liability Company ("SLC") because no genuine issues of material fact exist and Defendants are entitled to judgment as a matter of law, and moves the Court for an order:

1. Granting Defendants' motion for summary judgment;
2. Dismissing Plaintiff's complaint against Defendants with prejudice; and
3. Awarding Defendants' attorney's fees and costs for having to defend Plaintiff's frivolous complaint and the filing of the motion for summary judgment.

This motion is made and based on the following Memorandum of Points and Authorities, the declarations and exhibits, attached hereto, the papers and pleadings already on file herein, and any argument the Court may permit at the hearing of this matter.

Dated this 14th day of March, 2022.

HOFLAND TOMSHECK

By: /s/ Bradley J. Hofland

Bradley J. Hofland, Esq.

Nevada Bar Number: 006343

228 S. 4TH Street

1st Floor

Las Vegas, Nevada, 89101

Telephone: (702) 895-6760

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I.**

3 **Introduction**

4 In this motion, Defendants seek summary judgment on all claims because
5 Plaintiff, SLC, LLC. (“SLC”), lacks standing¹. See NRCP 17. As firmly
6 established herein, SLC does not own “Zip Zap Auto”, which is the crux of all
7 claims asserted, and cannot, assert claims of third parties. The real party in interest
8 is Hamid Sheikhai, who is prohibited from bringing the claims contained in the
9 instant complaint because of a Stipulation for Settlement (“Settlement”)²
10 Stipulation for Dismissal of Action (“Stipulation”) including all claims, cross-
11 claims, and counterclaims, with prejudice, that was entered on May 21, 2021³.

12 In a brazen, and sanctionable endeavor to circumvent the terms and intent of
13 the Stipulation, Hamid caused the instant action to be filed. As established herein,
14 Hamid solely owns SLC and SLC admittedly *only* follows the direction of Hamid⁴.
15 Accordingly, SLC is prohibited to bring, and unable to maintain, the instant action
16 as a matter of court rule and controlling precedent. There is no factual or legal
17 basis that enables SLC to stave off summary judgment.

18 **II.**

19 **Statement of Facts**

20 On April 26, 2021, Hamid and SLC entered into a Stipulation for Settlement
21 (“Settlement”) with the Defendants resolving all claims, known or unknown⁵. In a
22 shocking and brazen display of arrogance and bad faith, and literally just days after
23

24 ¹ Because Hamid Sheikhai is legally prohibited from commencing or maintaining
25 the claims set forth in the subject complaint, there is no real party in interest that
26 can be ratified, joined, or substituted into the action as referenced in NRCP
17(a)(3), summary judgment is appropriate and warranted.

27 ² A copy of said “Settlement” is submitted herewith as **Exhibit “A”**.

28 ³ A copy of said “Stipulation” is submitted herewith as **Exhibit “B”**.

⁴ See Discovery Admissions/Responses, *infra*, pages 10-11.

⁵ See **Exhibit “A”**.

1 Hamid Sheikhai (“Hamid”) and SLC filed their Stipulation for Dismissal of
2 Action⁶, Hamid caused and instructed SLC to violate the above referenced
3 stipulation and commence the instant litigation as a means of circumventing the
4 terms of the Stipulation for Dismissal of Action, *with prejudice* (“Stipulation”), that
5 he and SLC entered into.

6 Notably, the named Cross-Defendants in the above Stipulation are now the
7 named Defendants in the instant action before this Court. The caption in the case
8 dismissed *with prejudice* (case number A-19-805955-C) named the following
9 parties:

10 LARISAMEREORA, an individual;
11 THOMAS MULKINS, an individual;
12 NINA GROZAV, an individual;
13 ION NEAGU, an individual;
14 ALISA NEAGU, an individual;
15 NNG, LLC dba UNIVERSAL MOTORCARS; and
DOES I through X, inclusive; and ROE BUSINESS
ENTITIES I through X, inclusive,
Cross-Defendants⁷

16 Yet, the named Defendants in the instant case name the *identical* parties, to
17 wit:

18 LARISAMEREORA, an individual;
19 THOMAS MULKINS, an individual;
20 NINA GROZAV, an individual;
21 ION NEAGU, an individual;
22 ALISA NEAGU, an individual;
23 NNG, LLC a Nevada limited liability company dba UNIVERSAL
24 MOTORCARS;
UNIVERSAL MOTORCAR LLC, a Nevada limited liability company
dba UNIVERSAL MOTORCARS;
DOES I through X, inclusive; and ROE BUSINESS

26 ⁶ *Hamid and SLC* prepared and filed their “Stipulation for Dismissal of Action” in
case number A-19-805955-C on May 21, 2021.

27 ⁷ See Complaint for Damages and Demand for Jury Trial; Defendant Hamid
28 Sheikhai’s Answer, Counterclaim, and Cross Claims, and Demand for Jury Trial
(filed 10/22/2020)

ENTITIES I through X, inclusive,
Defendants⁸.

The resurrected, and prohibited, claims for relief, are likewise identical to those that were *dismissed with prejudice*, to wit:

Case number A-19-805955-C (dismissed with prejudice)

1. Violation of Uniform Trade Secret Act NRS 600A)
2. False Light, Disparagement, Defamation, Defamation Per Se
3. Intentional Interference with Prospective Economic Advantage
4. Civil Conspiracy
5. Conversion/Trespass to Chattel
6. Restitution for Tax Liens
7. Abuse of Process
8. Breach of the Implied Covenant of Good Faith and Fair Dealing-Promissory Note)
9. Attorney's Fees and Costs⁹.

With the exception of unjust enrichment and deceptive trade practice, the same claims are brought in the instant action, which are prohibited by both the Stipulation for Dismissal and the Settlement, to wit:

1. Misappropriation of Trade Secrets (NRS §600A.030 et. seq) (Number 1 above)
2. Deceptive Trade Practices and Unfair Competition (NRS §598.0915) (same fact pattern) (disallowed by Settlement)
3. Defamation (Number 2 above)

⁸ See Complaint in this Action, filed 6/2/2021.

⁹ See Complaint for Damages and Demand for Jury Trial; Defendant Hamid Sheikhai's Answer, Counterclaim, and Cross Claims, and Demand for Jury Trial (filed 10/22/2020)

- 1 4. Intentional Interference with Prospective Economic Advantage (Number
2 3 above)
3 5. Civil Conspiracy (Number 4 above)
4 6. Conversion/Trespass to Chattel (Number 5 above)
5 7. Unjust enrichment (disallowed per the Settlement)¹⁰

6 Clearly, Hamid is seeking to litigate the same claims, against the same
7 Defendants, albeit improperly, through SLC. SLC follows only Hamid’s direction,
8 and through Hamid’s ill-judged maneuver, he believes he can litigate those claims
9 that have been dismissed with prejudice. This Court must not allow the abuse of
10 the legal system and this Court’s judicial resources. The above referenced
11 Settlement precludes this litigation, the Stipulation for Dismissal precludes this
12 litigation, Court rules prohibit this litigation, and controlling precedent prohibit this
13 litigation.

14 Notwithstanding the above, review of SLC’s complaint confirms the claims
15 asserted by SLC (which are the same as Hamid’s earlier claims) are predicated
16 upon a false claim that *SLC* “was at all relevant times and currently is the owner of
17 Zip Zap Auto, including all equipment, assets, and intellectual property pertaining
18 to Zip Zap Auto.”¹¹ SLC knows that to be a lie because Hamid asserted the *same*
19 claims in Case A-19-805955-C, wherein he affirmatively represented to the Court
20 that *he—not SLC*—“retained 100% ownership and control of all equipment,
21 miscellaneous assets, and intellectual property pertaining to Zip Zap Auto”. *SLC*
22 *did not dispute Hamid’s representations to the Court.* Because SLC does not own
23 Zip Zap Auto, SLC is unable to assert and maintain the claims in the instant
24 complaint.

25

26

27 ¹⁰ Significantly addressed by Hamid and SLC in Case Number A-19-805955-C,
which was stipulated to be dismissed with prejudice.

28 ¹¹ Instant Complaint, page 6, ¶ 44, submitted herewith as **Exhibit “C”** for the
Court’s convenience and reference.

1 The fact Hamid owns Zip Zap Auto, and that *SLC does not own Zip Zap*
2 *Auto*, has been repeatedly maintained in multiple matters, before multiple courts.
3 Among such representations are:

4 **Case D-18-575686-L** (made under penalty of perjury)

- 5 • “*His* [Hamid’s] automotive shop, Zip Zap Auto [not SLC’s]”¹²
- 6 • “*Hamid’s* [not SLC’s] *automotive business called Zip Zap Auto*”¹³
- 7 • “Victor’s name was only added to *Hamid’s assets (Zip Zap)*...”¹⁴
- 8 • “Sheikhai opened an auto shop under the name “Zip Zap Auto”¹⁵
- 9 • “one half of *Sheikhai’s* assets, including Zip Zap Auto”¹⁶ (through SLC’s
10 current counsel, Mr. Rabbat)
- 11 • “Botnari has launched a campaign to smear Sheikhai and *his* business
[Zip Zap Auto] (*not* SLC’s)” (through SLC’s current counsel, Mr.
12 Rabbat)¹⁷

13 **Case A-19-805955-C**, with Hamid and SLC named Defendants:

- 14 • “Hamid (not SLC) purchased [Zip Zap Auto] back from Jens Inc,
15 including the name “Zip Zap”¹⁸
- 16 • “Hamid retained 100% ownership and control of all equipment,
17 miscellaneous assets, and intellectual property pertaining to Zip Zap Auto.
Hamid also owned the commercial building in which Zip Zap Auto was
18 located.”¹⁹
- 19 • Zip Zap is “Hamid’s business (not SLC’s)”²⁰
- 20 • Zip Zap is “Hamid’s business (not SLC’s)”²¹

21 ¹² Hamid’s Motion to Suspend Monthly Payments, filed 5/5/2020, page 5, lines 19-
22 20, submitted herewith as **Exhibit “D”**.

23 ¹³ Hamid’s Opposition to Motion to Amend, filed 11/23/2020, page 5, line 17
(emphasis provided), submitted herewith as **Exhibit “E”**.

24 ¹⁴ *Id.*, page 16, lines 7-8 (emphasis provided), submitted herewith as **Exhibit “F”**.

25 ¹⁵ Motion to Set Aside Offer of Judgment, Reset Trial, filed 3/31/2021 (*By SLC’s*
current counsel, Mr. Rabbat), page 2, line 17, submitted herewith as **Exhibit “G”**.

26 ¹⁶ *Id.*, page 3, line 22 (emphasis provided), submitted herewith as **Exhibit “H”**.

27 ¹⁷ *Id.*, page 7, lines 12-13 (emphasis provided), submitted herewith as **Exhibit “I”**.

28 ¹⁸ Defendants Opposition to Plaintiff’s Motion for Preliminary Injunction, filed
12/16/2019, page 7, lines 8-9, submitted herewith as **Exhibit “J”**.

¹⁹ *Id.*, page 7, line 23, page 8, line 1, submitted herewith as **Exhibit “K”**.

²⁰ *Id.*, page 13, lines 10-14, submitted herewith as **Exhibit “L”**.

²¹ Hamid’s Reply to Plaintiff’s Opposition to file Amended Answer, page 3, lines
16-18, submitted herewith as **Exhibit “M”**.

- 1 • Despite allowing Vitiok to use the Zip Zap Auto name, SHEIKHAI
2 (Hamid) retained 100% ownership and control of all equipment,
3 miscellaneous assets, and intellectual property pertaining to Zip Zap
4 Auto.²²
- 5 • SHEIKHAI (Hamid) retained 100% ownership and control of all
6 equipment, miscellaneous assets, and intellectual property pertaining to
7 Zip Zap Auto²³.
- 8 • Counterdefendants' misappropriation of Zip Zap auto's customer list was
9 willfully and intentionally done to interfere and harm *SHEIKHAI's*
10 (Hamid's) business, as well as to obtain an unfair competitive advantage
11 for Counterdefendants²⁴.
- 12 • At all times relevant, *SHEIKHAI* was the sole owner of all equipment
13 contained inside Zip Zap Auto²⁵.
- 14 • "looting Hamid's (not SLC's) Zip Zap auto"²⁶
- 15 • "Plaintiff has stolen Mr. Sheikhai's customer list and used it to contact his
16 customers to spread defamatory and disparaging messages about Mr.
17 Sheikhai and his businesses [Zip Zap Auto]..."²⁷ Application for TPO,
18 filed 10/26/2020 (**Joint filing by Hamid and SLC**), page 2, lines 9-11
- 19 • "As such, Mr. Sheikhai needs to file this action and to seek injunctive
20 relief for Plaintiff to: (1) cease and desist posting and/or soliciting others
21 to post disparaging reviews or comments regarding Mr. Sheikhai or any of
22 his businesses [Zip Zap Auto]"²⁸ (**Joint filing by Hamid and SLC**)
- 23 • "Mr. Sheikhai needs to file this action...to: (1) cease and desist misuse of
24 Mr. Sheikhai's customer list that was stolen by Plaintiff; (2) cease and
25 desist posting and/or soliciting others to post disparaging reviews or
26 comments regarding Mr. Sheikhai or any of his businesses; and (3) for
27 removal of all disparaging posts made by Plaintiff, or anyone they have
28

21 ²² Motion to File Amended Answer to Counterclaim/Complaint for damages filed
22 10/22/2020, ¶ 32, submitted herewith as **Exhibit "N"**.

23 ²³ *Id.*, ¶ 64, submitted herewith as **Exhibit "O"**.

24 ²⁴ *Id.*, ¶ 72 (emphasis added), submitted herewith as **Exhibit "P"**.

25 ²⁵ *Id.*, ¶ 111; submitted herewith as **Exhibit "Q"**, see also ¶¶ 23, 33, 63, 65, 95,
26 104, 105, and 107.

27 ²⁶ Reply to Plaintiff's Opposition to Motion to File Amended Answer, filed
28 8/24/2020, page 3, line 17, submitted herewith as **Exhibit "R"**.

²⁷ Application for TPO, filed 10/26/2020, page 2, lines 9-11, submitted herewith as
Exhibit "S".

²⁸ *Id.*, lines 20-23, submitted herewith as **Exhibit "T"**.

1 solicited, regarding Mr. Sheikhai or any of his businesses.²⁹ (**Joint filing**
2 **by Hamid and SLC**)

- 3 • “[I]n furtherance of this scheme to defraud both Mr. Sheikhai and the
4 United States, he manipulated Mr. Sheikhai into adding his name to all
5 *Mr. Sheikhai’s assets, specifically Zip Zap Auto*, which Mr. Botnari said
6 would strengthen his immigration case although he promised Mr.
7 Sheikhai, he would not try to take this or any other assets belonging to
8 Mr. Sheikhai;”³⁰ (**Motion filed, and representations, by SLC**)
- 9 • “As such, Mr. Botnari is estopped from denying that he has no interest in
10 *Mr. Sheikhai’s assets, which include Zip Zap Auto*.” See Vaile v. Eighth
11 Judicial Dist. Court (Vaile I), 118 Nev. 262, 270, 44 P.3d 506, 514 (2002)
12 (“a party who has stated an oath in a prior proceeding, ‘as in a pleading,’
13 that a given fact is true, may not be allowed to deny the same fact in a
14 subsequent action.”) (**Motion filed, and representations, by SLC**)³¹
- 15 • This action is based on the same claims (ownership of *Mr. Sheikhai’s*
16 *assets, or Zip Zap Auto* (**Motion filed, and representations, by SLC**)³²
- 17 • “There was a failure of consideration related to Mr. Botnari’s acquisition
18 of Mr. Sheikhai’s asset, Zip Zap Auto” (**Motion filed, and**
19 **representations, by SLC**)³³
- 20 • “On April 1, 2014, following *Hamid’s buy-back of Zip Zap Auto*”³⁴
21 (**Joint opposition with Hamid and SLC**)
- 22 • “*Hamid* allowed Vitiok to use the “Zip Zap Auto” name for business
23 purposes”³⁵ (**Joint opposition with Hamid and SLC**)
- 24 • “Despite allowing Vitiok to use the Zip Zap Auto name, *Hamid* retained
25 *100% ownership and control of all equipment, miscellaneous assets,*
26 *and intellectual property pertaining to Zip Zap Auto.*”³⁶ (**Joint**
27 **opposition with Hamid and SLC**)

28
29 ²⁹ *Id.*, page 11, lines 11-15, submitted herewith as **Exhibit “U”**.

30 ³⁰ Motion for Summary Judgment, filed 12/4/2020, page 2, lines 7-11, submitted
herewith as **Exhibit “V”**.

31 ³¹ *Id.*, page 13 of 28, lines 17-21 (emphasis provided), submitted herewith as
Exhibit “W”.

32 ³² *Id.*, lines 27-28 (emphasis provided), submitted herewith as **Exhibit “X”**.

33 ³³ *Id.*, page 23 of 28, lines 10-11 (emphasis provided), submitted herewith as
Exhibit “Y”.

34 ³⁴ Opposition to Motion to Dismiss, filed 12/11/2020, page 3 of 20, lines 9-10.

35 ³⁵ *Id.*, lines 22-23 (emphasis provided), submitted herewith as **Exhibit “Z”**.

36 ³⁶ *Id.*, p.4 of 20, lines 1-3 (emphasis provided), submitted herewith as **Exhibit**
“AA”.

- 1 • “On or about June 6, 2018, *Hamid* resumed control of Zip Zap Auto,
2 which included using the name, equipment and premises that had
3 previously been leased by Mr. Botnari and Vitiok”³⁷ (**Joint opposition
with Hamid and SLC**)
- 4 • “Additionally, the Amended Answer pled that, [d]espite allowing Vitiok
5 to use the Zip Zap Auto name, *Hamid retained 100% ownership and
6 control of all equipment, miscellaneous assets, and intellectual property
pertaining to Zip Zap Auto. Id. at ¶ 27.*”³⁸(**Joint opposition with Hamid
and SLC**)
- 7 • “*Mr. Sheikhai* has also pled that the false and defamatory statements were
8 made against both himself and Zip Zap Auto. Therefore, the Motion’s
9 argument for lack of standing is contradicted by the contents of the
10 Amended Answer. Also, the Amended Answer includes averment that
*Mr. Sheikhai is the owner of Zip Zap Auto, which also provides him
standing to bring the claim.*”³⁹ (**Joint opposition with Hamid and SLC**)
- 11 • “Second, the Amended Answer includes the following averments of fact:
12 93. Counterdefendants, entered into a conspiracy with each other,
13 and potentially others, to defame, disparage, and otherwise
interfere with *Hamid’s* business.
14 94. Counterdefendants, acted in concert to steal equipment owned
by Hamid, and to steal *Hamid’s* customer list.
15 95. In furtherance of the conspiracy, Counterdefendants contacted
Hamid’s customers, using the stolen customer list, to defame,
16 disparage, and hold *Hamid* in a false light in front of his
17 customers.
18 See Amended Answer at p. 15, ¶¶ 93-95.” (**Joint opposition with
Hamid and SLC**)⁴⁰
- 19 • “Here, the Motion identifies the allegations made by Mr. Sheikhai include
20 that *he is the sole owner* of the equipment, furniture and furnishings
21 stolen by Vitiok and Mr. Botnari [from Zip Zap Auto] (citations
omitted)”⁴¹.

22 ³⁷ *Id.*, p.5 of 20, lines 20-21 (emphasis provided), submitted herewith as **Exhibit**
23 **“BB”**.

24 ³⁸ *Id.*, page 15 of 20, lines 1-3 (emphasis provided), submitted herewith as **Exhibit**
25 **“CC”**.

26 ³⁹ *Id.*, lines 11-15(emphasis provided), submitted herewith as **Exhibit “DD”**.

27 ⁴⁰ *Id.*, page 16 of 20, lines 13-20 (emphasis provided), submitted herewith as
28 **Exhibit “EE”**.

⁴¹ *Id.*, page 17 of 20, lines 14-16 (emphasis provided), submitted herewith as
Exhibit “FF”.

1 **Discovery Responses**

- 2 • ***“I own 100% of SLC, LLC, Zip Zap Auto,*** Busy Boots, Busy Bots, and
3 Quantum Mechanics.”⁴²
4 • ***“I*** always owned the name Zip Zap Auto”⁴³
5 • “He never owned Zip Zap Auto or the name; that has always been owned
6 by ***me*** (not SLC).”⁴⁴

7 **Admissions from SLC**

- 8 • Admit that ***Hamid*** is the individual who makes the decisions for SLC.
9 Admit.⁴⁵
10 • Admit that SLC ***only*** follows the directives and direction given by Hamid.
11 Admit.⁴⁶

12 **SLC’s Responses to Interrogatories:**

- 13 • “Hamid Sheikhai retained the authority to enter into contracts and
14 authorize payments on behalf of SLC, LLC.”⁴⁷
15 • **“SLC, LLC never purchased Zip Zap Auto.”**⁴⁸
16 • **“Hamid Sheikhai executed documents related to Hamid’s singular
17 ownership of Zip Zap Auto.”**⁴⁹
18 • “Hamid Sheikhai is the sole owner of SLC, LLC.”⁵⁰
19 • **“SLC, LLC does not own Zip Zap Auto,** Mr. Sheikhai owns the name.”⁵¹

20

21 ⁴² Hamid’s Response to Interrogatories, Number 1, (emphasis provided), submitted
22 herewith as **Exhibit “GG”**.

23 ⁴³ Hamid’s Response to Interrogatories, Number 15, (emphasis provided),
24 submitted herewith as **Exhibit “HH”**.

25 ⁴⁴ Hamid’s Response to Interrogatories, Number 21, (emphasis provided),
26 submitted herewith as **Exhibit “II”**.

27 ⁴⁵ SLC’s Responses to Request for Admissions No. 38 (emphasis provided),
28 submitted herewith as **Exhibit “JJ”**.

29 ⁴⁶ SLC’s Responses to Request for Admissions No. 39 (emphasis provided),
30 submitted herewith as **Exhibit “KK”**.

31 ⁴⁷ SLC’s Responses To Interrogatories, Number 2, submitted herewith as **Exhibit
32 “LL”**.

33 ⁴⁸ SLC’s Responses To Interrogatories, Number 15 (emphasis provided), submitted
34 herewith as **Exhibit “MM”**.

35 ⁴⁹ SLC’s Responses To Interrogatories, Number 17 (emphasis provided), submitted
36 herewith as **Exhibit “NN”**.

37 ⁵⁰ SLC’s Responses To Interrogatories, Number 24 (emphasis provided), submitted
38 herewith as **Exhibit “OO”**.

- 1 • “Hamid received 100% of all profits and losses.”⁵²
- 2 • Detail the legal interest you had to Zip Zap Auto, and detail the
- 3 documentation you rely upon in claiming such an interest. Response:
- 4 **SLC, LLC does not own Zip Zap Auto. Hamid Sheikhai owns**
- 5 **Zip Zap Auto since 1999.**⁵³

6 In light of the prior admissions and representations made before other
7 District Courts set forth above, sworn and under penalty of perjury, the statement in
8 Plaintiff’s complaint that:

9 44. Plaintiff was at all relevant times and currently is the owner of Zip Zap
10 Auto, including all equipment, assets, and intellectual property pertaining to
11 Zip Zap Auto.

12 is patently and proven to be false. In addition to the multitude of evidence above,
13 in the Stipulation for Settlement (“Settlement”), Hamid again represented and
14 confirmed that he owns 100% of SLC, LLC⁵⁴. As established above, Hamid
15 represented and maintained that *he* (Hamid) owns 100% of SLC, LLC⁵⁵, as did
16 SLC, LLC.(Plaintiff)⁵⁶ Hamid also admitted that *he* (Hamid) performs the day-to-
17 day operations of SLC, LLC.⁵⁷; SLC, LLC. (Plaintiff) made the same admissions.⁵⁸
18 SLC, LLC. (Plaintiff) also admitted that it *only* follows the directives and direction

19 ⁵¹ SLC’s Responses To Interrogatories, Number 28, submitted herewith as **Exhibit**
20 **“PP”**.

21 ⁵² SLC’s Responses To Interrogatories, Number 30 (emphasis provided), submitted
22 herewith as **Exhibit “QQ”**.

23 ⁵³ SLC’s Responses To Interrogatories, Number 34 (emphasis provided), submitted
24 herewith as **Exhibit “RR”**.

25 ⁵⁴ **Exhibit “A”**, page 2, ¶ k (“Hamid Sheikhai represents he owns 100% of SLC
26 LLC”).

27 ⁵⁵ See Exhibit “GG”, see also Hamid’s Response to Interrogatories number 30
28 submitted herewith as **Exhibit “SS”**.

⁵⁶ See **Exhibit “OO”**.

⁵⁷ See Hamid’s Response to Request for Admissions, number 2, Case A-19-805955-
C, submitted herewith as **Exhibit “TT”**.

⁵⁸ See SLC, LLC’s Response to Request for Admissions, number 4, Case A-19-
805955-C, submitted herewith as **Exhibit “UU”**.

1 given by Hamid.⁵⁹ SLC, LLC. also admitted that it *does not* own Zip Zap Auto
2 (“Zip Zap”).⁶⁰

3 Continuing, both Hamid and SLC, LLC participated in the above referenced
4 Settlement⁶¹ and “completely release[d] and waive[d] all claims known or unknown
5 against Botnari Parties⁶². The Sheikhai Parties were all parties where Hamid was a
6 named party against any of the Botnari parties; the Botnari Parties were all parties
7 where Hamid was not included as an opposing party. As a result of the inclusion of
8 *all* parties, the Settlement included a dismissal of *all lawsuits* in their entirety⁶³—
9 rather than the dismissal of a singular Defendant. This understanding and
10 agreement was subsequently confirmed with the Stipulations for Dismissal of
11 Actions that were subsequently prepared and filed in each *action*⁶⁴—effectively
12 closing the subject cases in their entirety. Notably, counsel for SLC, LLC. (Yes,
13 Plaintiff’s *current* counsel) prepared the Stipulation for Dismissal of *Actions* in all
14 those cases.

15 As a result of the dismissal of all actions, the Stipulation necessarily
16 pertained to all parties named within those named lawsuits. Notwithstanding,
17 Hamid has chosen to *ignore* the Stipulation and file a lawsuit that is *disallowed* by,
18 and in *violation* of, the very Stipulation, directing SLC, LLC to commence the
19 baseless and impermissible suit and name all those that Hamid previously named as
20

21 ⁵⁹ See Exhibit “KK”.

22 ⁶⁰ See Exhibit “PP”.

23 ⁶¹ See Exhibit “A”.

24 ⁶² *Id.*, page 3.

25 ⁶³ *Id.*

26 ⁶⁴ Stipulation for Dismissal of Action, Case No. A-19-805955-C, was filed May 21,
27 2021—the resulting *case* status is “**Dismissed**”; the Stipulation for Dismissal of
28 Action, Case No. A-19-801513-P, was filed May 28, 2021—an order dismissing
the entire lawsuit was filed May 28, 2021 and the resulting case status is also
“**Dismissed**”; and the Stipulation and Order to Dismiss Action, Case No. D-18-
575686-L, was filed May 27, 2021, and the resulting case status in that action is
also “**Dismissed**”.

1 cross-defendants in Case No. A-19-805955-C⁶⁵.

2 Hamid is, without a doubt, abusing the legal system. Hamid, and SLC, LLC.,
3 who does only what Hamid instructs them to do, knows that the instant action is
4 frivolous. Hamid/SLC, LLC. is now filing suit against individuals that were
5 forever dismissed by way of Settlement and Stipulation. Review of the instant
6 complaint filed by SLC, LLC. confirms SLC, LLC is claiming ownership of Zip
7 Zap Auto, but SLC, LLC has already admitted it *does not own Zip Zap Auto*.⁶⁶
8 Since SLC, LLC did not own Zip Zap Auto, or its name, SLC, LLC cannot seek
9 relief pertaining to the assets, equipment, customer lists, or anything else allegedly
10 owned by Zip Zap Auto. SLC, LLC is obviously lying and is estopped from
11 asserting a contrary, and knowingly false, position in support of a lawsuit designed
12 to harass and harm the named defendants.

13 SLC, LLC. also alleges that it maintained the management and operations of
14 Zip Zap Auto, but SLC, LLC and Hamid have both represented and maintained that
15 *Hamid, and only Hamid*, operated the day-to-day operations of Zip Zap Auto⁶⁷.
16 SLC, LLC. is again misrepresenting the truth and is estopped from asserting a
17 position contrary to the truth in order to abuse the legal process and maintain a
18 frivolous suit.

19
20
21
22
23 ⁶⁵ With the exclusion of Victor Botnari (who has not been personally named, but is
24 falsely identified throughout as the “manager”) (*See* Settlement, Exhibit “A”). A
25 true and correct copy of the Complaint for Damages and Demand for Jury Trial;
26 Defendant Hamid Sheikhai’s Answer, Counterclaim, and Cross Claims, and
27 Demand for Jury Trial is submitted herewith as **Exhibit “VV”**.

28 ⁶⁶ **See Exhibit “PP”**.

⁶⁷ *See* SLC, LLC.’s Response to Request for Admission, numbers 5 & 6, Case A-
19-805955-C, submitted herewith as **Exhibit “WW”**, and Hamid’s Response to
Request for Admission, number 3, Case A-19-805955-C, submitted herewith as
Exhibit “XX”.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

III.
Legal Analysis

A. Standards for a motion for summary judgment.

The standard for granting summary judgment is a familiar one. A district court should grant summary judgment when “there are no genuine issues as to any material fact and... the moving party is entitled to judgment as a matter of law.”⁶⁸ “[A] genuine issue of material fact is one where the evidence is such that a reasonable jury could return a verdict for the non-moving party.”⁶⁹ Also, a “material fact” is a fact “that might affect the outcome of the suit under the governing law.”⁷⁰

Pursuant to N.R.C.P. 56, summary judgment “*shall* be rendered forthwith if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.” N.R.C.P. 56(c) (emphasis supplied).

“There is *no* genuine issue of material fact if the party opposing the motion ‘fails to make an adequate showing sufficient to establish the existence of an element essential to that party’s case, and on which that party will bear the burden of proof at trial.’”⁷¹ Notably, issues of material fact *must* be supported by evidence, and conclusory allegations that are unsupported *cannot* defeat a motion for summary judgment.⁷²

⁶⁸NRCP 56(c); *Posadas v. City of Reno*, 109 Nev 448, 452, 851 P.2d 438, 441-42 (1993); *Bird v. Casa Royale West*, 97 Nev. 67, 69 (1981); *Boland v. Nevada Rock & Sand Co.*, 111 Nev. 608, 610 (1995).

⁶⁹ *Riley v. OPP IX, L.P.*, 112 Nev. 826, 830, 919 P.2d 1071, 1074 (1996), citing *Valley Bank v. Marble*, 105 Nev. 366, 266, 775 P.2d 1278, 1279 (1989).

⁷⁰*Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 106 S. Ct. 2505 (1986).

⁷¹ *Taylor v. List*, 880 F.2d 1040, 1045 (1989), quoting *Celotex Corp. v. Catrett*, 477 U.S. 317, 322 (1986); see also *Ray v. Continental W. Ins. Co.*, 920 F. Supp. 1094, 1097 (1994) (emphasis supplied).

⁷² *Taylor*, at 880 F.2d at 1045; *Ray*, 920 F. Supp. At 1097 (emphasis supplied).

1 With respect to burdens of proof and persuasion in the summary judgment
2 context, Nevada courts have adopted the federal approach as outlined in *Celotex v.*
3 *Catrett*, 477 U.S. 317 (1986)⁷³. Specifically, the party moving for summary
4 judgment bears the initial burden of production to show the absence of a genuine
5 issue of material fact⁷⁴. Upon such a showing, ***the party opposing summary***
6 ***judgment assumes a burden of production to show the existence of a genuine***
7 ***issue of material fact***⁷⁵.

8 The manner in which each party may satisfy its burden of production
9 depends on which party will bear the burden of persuasion on the challenged claim
10 at trial⁷⁶. If the moving party will bear the burden of persuasion, that party must
11 present evidence that would entitle it to a judgment as a matter of law in the
12 absence of contrary evidence⁷⁷. But if the non-moving party will bear the burden of
13 persuasion at trial, the party moving for summary judgment may satisfy the burden
14 of production by either (1) submitting evidence that negates an essential element of
15 the non-moving party's claim or (2) pointing out ... that there is an absence of
16 evidence to support the non-moving party's case⁷⁸. In such instances, in order to
17 defeat summary judgment, the non-moving party must transcend the pleading and,
18 by affidavit or other admissible evidence, introduce specific facts that show a
19 genuine issue of material fact⁷⁹.

20 Although the Court must view the facts in the light most favorable to the
21 nonmoving party, the nonmoving party may not rest on "the mere allegations or
22 denials of his pleading"⁸⁰ but ***must*** "set forth specific facts demonstrating the
23

24 ⁷³ See *Cuzze v. Univ. and Comm. Col. Sys of NV*, 172 P.3d 131, 134 (2007)

25 ⁷⁴ *Id.*

26 ⁷⁵ *Id.*

27 ⁷⁶ *Id.*

28 ⁷⁷ *Id.*

⁷⁸ *Id.*

⁷⁹ *Id.*

⁸⁰ *Anderson, supra*, 477 U.S. at 248.

1 existence of a genuine issue for trial or have summary judgment entered against
2 him.”⁸¹

3 Indeed, the nonmoving party may *not* rely on “the gossamer threads of
4 whimsy, speculation and conjecture.”⁸² When the nonmoving party bears the
5 burden of persuasion, the moving party can submit evidence that negates an
6 element of the nonmoving party’s claim or point out the lack of evidence to support
7 the nonmoving party’s claims⁸³. The nonmoving party is unable to successfully
8 rebut the motion for summary judgment unless he is able to point to facts supported
9 by the record which demonstrate a genuine issue of material fact⁸⁴. In this case,
10 **Plaintiff** is unable to meet its burden.

11 The Nevada Rules of Civil Procedure Rule 56(c) governing Summary
12 Judgment provides in its pertinent part:

13 The judgment sought *shall be rendered forthwith* if the pleadings,
14 depositions, answers to interrogatories, and admissions on file,
15 together with the affidavits, if any show that there is no genuine issue
16 as to any material fact and that the moving party is entitled to a
judgment as a matter of law. (Emphasis added)

17 The United States Supreme Court has explained that the “[s]ummary
18 judgment procedure is properly regarded not as a disfavored procedural shortcut,
19 but rather as an integral part of the [procedural process] as a whole, which [is]
20 designed ‘to secure the just, speedy and inexpensive determination of every

21 ⁸¹ *Wood v. Safeway, Inc.*, 121 Nev. 724, 732, 121 P.3d 1026, 1031 (2005); *see also*
22 *Matsushita Electric Indus. Co. v. Zenith Radio Corp.*, 475 U.S. 574 (1986) (non-
23 moving party must do more than just show there is some “metaphysical doubt”; the
non-moving party must show genuine issues for trial).

24 ⁸² *Id*; *see also Anderson, supra*, 477 U.S. at 252 (holding a mere “scintilla” of
evidence will not suffice to meet that burden).

25 ⁸³ *Cuzze*, 123 Nev. at 602-3.

26 ⁸⁴ *See Thames v. LVH Corp.*, 211 Fed. Appx. 618 (9th Cir. 2006) (non-moving party
must set forth “affirmative admissible evidence establishing a triable issue of fact”);
27 *see also Orr v. Bank of America, NT & SA*, 285 F.3d 764, 773 (9th Cir. 2002) (party
28 opposing summary judgment cannot establish triable issue of fact by relying on
inadmissible evidence or unauthenticated documents).

1 action.”⁸⁵ (*See Celotex*, 477 at 327; *Wood* at 1030). Although the Supreme Court
2 was quoting from the Federal Rules of Civil Procedure, the Nevada Courts are
3 likewise admonished to construe and administer available procedural mechanisms
4 “to secure the just, speedy, and inexpensive determination of every action.” (*See*
5 *NRCP* 1).

6 ***B. The Complaint filed by Plaintiff flagrantly violates the duty of***
7 ***candor that is owed this Court and disregards the requisite***
8 ***fundamental legal basis that must exist to seek relief against the***
9 ***Defendants.***

9 Standing “concerns whether the party seeking relief has sufficient interest in
10 the litigation.”⁸⁶ It is “the legal right to set judicial machinery in motion.”⁸⁷ *NRCP*
11 17(a) mandates that “[e]very action shall be prosecuted in the name of the real party
12 in interest.” “A real party in interest is one who possesses the right to enforce the
13 claim and has a significant interest in the litigation.”⁸⁸ “Due to this limitation, a
14 party generally has standing *only* to assert *only its own rights* and *cannot* raise the
15 claims of a third party not before the court.”⁸⁹ Thus, “[t]he inquiry into whether a
16 party is a real party in interest overlaps with the question of standing.”⁹⁰

17 The law is clear that *a party bringing a lawsuit has the burden to establish*
18 *the elements of standing*⁹¹. “Standing is determined as of the time the action is
19 brought.”⁹² Notably, the elements of standing are not merely pleading

20 ⁸⁵ *See Celotex*, 477 at 327; *Wood* at 1030

21 ⁸⁶ *Heller v. Legis. of State of Nev.*, 120 Nev. 456, 460, 93 P.3d 746, 749 (2004)
22 (quoting *Smith v. Snyder*, 267 Conn. 456, 839 A.2d 589, 594 (2004)). *Schwartz v.*
23 *Lopez*, 132 Nev.732, 382 P.3d 886 (2016); *Morency v. State Dep’t of Educ.*, 137
24 Nev. Adv. Op. 63, 496 P.3d 584 (2021).

24 ⁸⁷ *Heller v. Legislature of State of Nev.*, 120 Nev. 456, 93 P.3d 746 (2004).

25 ⁸⁸ *Arguello v. Sunset Station, Inc.*, 127 Nev. 365, 252 P.3d 206 (2011).

26 ⁸⁹ *Beazer Homes Holding Corp. v. Eighth Judicial Dist. Court of Nev.*, 128 723,
27 291 P.3d 128 (2012) (emphasis provided).

28 ⁹⁰ *Arguello*, *supra*.

⁹¹ *See Utah Ass’n of Counties v. Bush*, 455 F.3d 1094, 1100 (2006); *United*
Safeguard Distribs. Ass’n v. Safeguard Bus. Sys., 2016 U.S. Dist. LEXIS 65674.

⁹² *Id.* at 1099.

1 requirements⁹³, and Plaintiffs' burden to prove standing is elevated at the summary
2 judgment stage, where a "plaintiff can no longer rest on such mere allegations, but
3 must set forth by affidavit or other evidence specific facts."⁹⁴ Additionally,
4 Plaintiffs must demonstrate that they have standing as to each form of relief
5 sought.⁹⁵

6 In addition to the constitutional requirement of standing, courts have adopted
7 prudential standing limitations, which impose different demands than injury in
8 fact⁹⁶. As it pertains to, and disposes of the instant action, prudential standing
9 principles prohibit a plaintiff from litigating the rights and interests of others. As
10 noted in *Wilderness, supra*, a plaintiff "must assert his own legal rights and
11 interests, and cannot rest his claim to relief on the legal rights or interests of third
12 parties"⁹⁷. Plaintiff's impropriety of the instant action and plaintiff's inability to
13 maintain this action is further confirmed given the earlier dismissal of all claims
14 and causes of actions, known or unknown.

15 In this case, Plaintiff, has no dealings with Defendants. While Hamid
16 Sheikhai may have had agreements or sought relief against the Defendants in prior
17 lawsuits filed in Clark County – those lawsuits involving Defendants concerning
18 Zip Zap Auto were dismissed with prejudice. Plaintiff, has no right to receive,
19 demand, or resurrect claims dismissed with prejudice by simply filing a new law

20
21 ⁹³ *Valley View Health Care, Inc. v. Chapman*, 992 F. Supp 2d 1016 (9th Cir. 2014)
22 (holding "[t]he standing elements are "not merely pleading requirements" but are an
23 "indispensable part of the plaintiff's case" and "must be supported at each stage of
24 litigation in the same manner as any other essential element of the case.").

25 ⁹⁴ *Lujan v. Defenders of Wildlife*, 504 U.S. 555 (1992); *Pitre v. Wal-Mart Stores,*
26 *Inc.*, 2019 U.S. Dist. LEXIS 181052.

27 ⁹⁵ *WildEarth Guardians v. Public Service*, 690 F.3d 1174, 1182 (2012) ("[A]
28 plaintiff must demonstrate standing separately for each form of relief sought.");
State of Utah v. Babbitt, 137 F.3d 1193, 1204 (10th Cir. 1998) (finding plaintiffs
"have not alleged a distinct identifiable injury for each cause of action"); *Summers*
v. Earth Island Inst., 555 U.S. 488 (2009).

⁹⁶ *See Wilderness Soc'y v. Kane Cnty.*, 632 F.3d 1162, 1168 (2011).

⁹⁷ *Id.* at 1168; *See also* NRCP 17.

1 suit *now* alleging Zip Zap Auto is owned by Plaintiff⁹⁸ when Plaintiff *admitted* to
2 the fact it *did not own* Zip Zap Auto⁹⁹ in response to written discovery and multiple
3 representations to the court, and Hamid represented repeatedly, in all courts and
4 pleadings, that he, and he alone—not SLC, owned Zip Zap Auto¹⁰⁰.

5 Simply *now* claiming ownership of Zip Zap Auto in a pleading, when
6 ownership of Zip Zap Auto was previously disavowed by Plaintiff, and repeatedly
7 affirmed by Hamid, is legally insufficient to confer standing upon Plaintiff nor does
8 the false allegation create any sort of cognizable claim against the Defendants.
9 Indeed, *the question of standing focuses on the party seeking adjudication rather*
10 *than the issues sought to be adjudicated*¹⁰¹ Plaintiff is not only unable to present
11 evidence necessary to preserve any of its seven claims contained in the underlying
12 complaint against Defendants, it is judicially estopped from doing so.

13 Indeed, “[u]nder the doctrine of judicial estoppel, a party may be estopped
14 merely by the fact of having alleged or admitted in his pleadings in a former
15 proceeding the contrary of the assertion sought to be made.”¹⁰² Whether judicial
16 estoppel applies is a question of law¹⁰³. The primary purpose of judicial estoppel is
17
18

19 ⁹⁸ The complaint filed by Plaintiff reads:

20 44. Plaintiff was at all relevant times and currently is the owner of
21 Zip Zap Auto, including all equipment, assets, and intellectual
property pertaining to Zip Zap Auto.

22 ⁹⁹ See SLC, LLC.’s Response to Interrogatories, number 28, Case A-19-805955-C,
submitted herewith as **Exhibit “A”**.

23 ¹⁰⁰ See Statement of Facts and references set forth therein, *supra*.

24 ¹⁰¹ *Szilagyi v. Testa*, 99 Nev. 834, 838, 673 P.2d 495, 498 (1983) (citing *Harman v.*
25 *City and County of San Francisco*, 7 Cal.3d 150, 101 Cal.Rptr. 880, 496 P.2d 1248,
1254 (1972)).

26 ¹⁰² *Sterling Builders, Inc. v. Fuhrman*, 80 Nev. 543, 549, 396 P.2d 850, 854
(1964) (quoting 31 C.J.S. Estoppel § 121 at 649).

27 ¹⁰³ *NOLM, LLC v. County of Clark*, 100 P.3d 658, 663 (Nev. 2004) (citing *Kitty–*
28 *Anne Music Co. v. Swan*, 112 Cal.App.4th 30, 4 Cal.Rptr.3d 796, 800
(Ct.App.2003)).

1 to protect the judiciary's integrity, *Id.* (citation omitted), and a court may invoke the
2 doctrine at its discretion. *Id.* (citation omitted).

3 Courts have long held the doctrine generally applies “when “(1) the same
4 party has taken two positions; (2) the positions were taken in judicial or quasi-
5 judicial administrative proceedings; (3) the party was successful in asserting the
6 first position (i.e., the tribunal adopted the position or accepted it as true); (4) the
7 two positions are totally inconsistent; and (5) the first position was not taken as a
8 result of ignorance, fraud, or mistake.” *Id.* The record confirms that each element
9 firmly applies in this case and this Court should not hesitate to apply the doctrine
10 and preserve the integrity of this Court and the legal system as a whole.

11 In addition to the above, Plaintiff/SLC is barred from denying that which it
12 has already admitted—and thus, unable to stave off summary judgment as a matter
13 of law. “[A]n admitting party is barred from denying that which it has already
14 admitted¹⁰⁴. The general rule “is that a party cannot create an issue of fact by an
15 affidavit contradicting his prior deposition testimony.”¹⁰⁵ Continuing, “[I]f a party
16 who has been examined at length on deposition could raise an issue of fact simply
17 by submitting an affidavit contradicting his own prior testimony, this would greatly
18 diminish the utility of summary judgment as a procedure for screening out sham
19 issues of fact.”¹⁰⁶ In this case, SLC maintained a contrary position with actual
20 filings with the court and with formal discovery requests. SLC is disallowed, as a
21 matter of law, of now asserting a contrary position to maintain a suit on behalf of a
22 third party, Hamid—not only because of NRCP 17 and controlling precedent, but

24 ¹⁰⁴ *La-Tex Partn. v. Deters*, 893 P.2d 361, 365 (Nev. 1995) (citing *Wagner v. Carex*
25 *Investigations & Sec. Inc.*, 93 Nev. 627, 632, 572 P.2d 921, 924 (1977)
(commenting on the application of Nev. R. Civ. Pro. 36).

26 ¹⁰⁵ *Kennedy v. Allied Mut. Ins. Co.*, 952 F.2d 262, 266 (9th Cir. 1991) (citations
omitted).

27 ¹⁰⁶ *Id.* (quoting *Foster v. Arcata Associates*, 772 F.2d 1453, 1462 (9th Cir.1985),
28 *cert. denied*, 475 U.S. 1048, 106 S.Ct. 1267, 89 L.Ed.2d 576 (1986) (additional
citations omitted)).

1 because of the enforceability of the Settlement and Stipulation to Dismiss
2 referenced herein.¹⁰⁷

3 In *Carolina Alliance for Fair Employment v. South Carolina Dept. of*
4 *Labor, Licensing, and Regulation*,¹⁰⁸ **summary judgment against plaintiffs who**
5 **lacked standing to pursue claims** was affirmed. As noted by the Court, “A
6 complete failure of proof concerning an essential element of the non-moving
7 party’s case **necessarily renders all other fact immaterial.**”¹⁰⁹ *Id.*

8 Given the above, the seven claims raised by SLC are not viable, cannot stand,
9 and summary judgment is not only warranted, it is necessary to comply with court
10 rules, controlling precedent, and maintain the integrity of the legal system. Taken
11 individually, those claims for relief sought by SLC are:

12 **(1) First Claim for Relief; Violation of Trade Secret Act**

13 In Nevada, the elements for establishing a misappropriation
14 of trade secrets claim include: “(1) a valuable trade secret; (2) misappropriation of
15 the trade secret. . . ; and (3) the requirement that the misappropriation be wrongful
16 because it was made in breach of an express or implied contract or by a party with
17 a duty not to disclose.”¹¹⁰ SLC falsely asserts standing by alleging it owns Zip Zap
18 Auto; the irrefutable facts, admissions, and representations, prove otherwise.

19 As established above, SLC was **not**, at all relevant times, the owner of Zip
20 Zap Auto and the “confidential customer list” **does not** belong to SLC. SLC’s
21 representations are patently false and sanctionable. As noted above, a complete
22 failure of proof concerning an essential element of the nonmoving party’s case
23 necessarily renders all other facts immaterial¹¹¹. Defendants had no interaction or
24

25 ¹⁰⁷ See **Exhibits “A” and “B”**, respectively.

26 ¹⁰⁸ 523 S.E.2d 795, 800 (1999).

27 ¹⁰⁹ *Id.*; see also *Celotex Corp. v. Catrett*, 477 U.S. 317, 106 S. Ct. 2548 (1986).

28 ¹¹⁰ *Frantz v. Johnson*, 116 Nev. 455, 466, 999 P.2d 351, 358 (2000) (footnotes
omitted).

¹¹¹ *Celotex*, 477 U.S. at 323.

1 relationship with SLC, and SLC cannot satisfy, indeed, is estopped and barred
2 from, satisfying the essential elements of this claim. Summary Judgment is
3 warranted.

4 **Second Claim for Relief; Deceptive Trade Practices and Unfair**
5 **Competition.**

6 Notably, SLC references NRS 598.0915 in support of the above claim, and
7 asserts standing by falsely alleging it is the owner of Zip Zap Auto, including all
8 equipment, assets, and intellectual property pertaining to Zip Zap Auto (and Zip
9 Zap's customer list), which is patently false. *SLC cannot prove it owns Zip Zap*
10 *Auto, and is estopped and barred from claiming such ownership.* As noted above,
11 a complete failure of proof concerning an essential element of the nonmoving
12 party's case necessarily renders all other facts immaterial¹¹².

13 Additionally, not only does SLC *not* own Zip Zap Auto, its equipment,
14 assets, its intellectual property, or its customer list, it *does not* have any affiliation
15 with Zip Zap Auto. SLC does not receive any financial benefit from Zip Zap Auto
16 (as SLC admitted, all profits and losses are attributed to Hamid), nor does SLC
17 have any financial responsibility to Zip Zap Auto. Accordingly, SLC cannot
18 establish any deceptive trade practice, cannot establish any competition, and most
19 importantly, cannot establish any damages or entitlement to recovery. Accordingly,
20 Summary Judgment is warranted.

21 **Third Claim for Relief: Defamation**

22 Again, SLC's claim is predicated upon a false allegation that they own Zip
23 Zap Auto. Of course, it has been firmly established that SLC *does not* own Zip Zap
24 Auto, its equipment, assets, its intellectual property, or its customer list, nor does it
25 have any affiliation with Zip Zap Auto. A complete failure of proof concerning an

26
27 ¹¹² *Celotex*, 477 U.S. at 323.
28

1 essential element of the nonmoving party's case necessarily renders all other facts
2 immaterial¹¹³.

3 Notwithstanding, it is significant to note SLC does not allege Defendants
4 made any defamatory statements mentioning or identifying SLC, nor can they
5 provide any such proof. SLC does not "do business", nor do they "compete", and
6 SLC does not benefit or profit from Zip Zap Auto. Thus, their claims cannot
7 survive summary judgment.

8 **Fourth Claim for Relief: Intentional Interference with Prospective**
9 **Economic Advantage**

10 In order to establish a claim of interference with prospective business
11 advantage, the plaintiff must prove the following elements by a preponderance of
12 the evidence:

- 13 1. A prospective contractual relationship between the plaintiff and
any third parties;
- 14 2. The defendant's knowledge of this prospective relationship;
- 15 3. The intent to harm the plaintiff by preventing the relationship;
- 16 4. The absence of privilege or justification by the defendant; and
- 17 5. Actual harm to the plaintiff as a result of the defendant's conduct¹¹⁴.

18 As established by the record, and herein, SLC doesn't own Zip Zap Auto,
19 SLC isn't a business, and SLC doesn't have any contractual relationships with any
20 third parties. Moreover, SLC cannot prove any harm because of defendant's
21 conduct. As such, SLC cannot prove the essential elements of the claim. A
22 complete failure of proof concerning an essential element of the nonmoving party's
case necessarily renders all other facts immaterial¹¹⁵.

23
24
25 ¹¹³ *Celotex*, 477 U.S. at 323.

26 ¹¹⁴ *Consolidated Generator-Nevada, Inc. v. Cummins Engine Co., Inc.*, 114 Nev.
27 1304, 971 P.2d 1251 (1998); *Wichinsky v. Mosa*, 109 Nev. 84, 847 P.2d 727
28 (1993); *Leavitt v. Leisure Sports, Incorporation.*, 103 Nev. 81, 734 P.2d 1221
(1987).

¹¹⁵ *Celotex*, 477 U.S. at 323.

1 **Fifth Claim for Relief: Civil Conspiracy**

2 Civil conspiracy is a claim that "consists of a combination of two or more
3 persons who, by some concerted action, intend to accomplish an unlawful objective
4 for the purpose of harming another, and damage results from the act or acts."¹¹⁶ To
5 state a claim for civil conspiracy under Nevada law, a plaintiff must allege (1) the
6 commission of an underlying tort; and (2) an agreement between the defendants to
7 commit that tort."¹¹⁷ Furthermore, a claim for civil conspiracy must be pled with
8 particular specificity as to "the manner in which a defendant joined in the
9 conspiracy and how he participated in it."¹¹⁸

10 Aside from the failure to adequately and sufficiently plead the above
11 elements, even with detailed and false and false allegations that would perhaps
12 survive initial scrutiny, the facts in this case are irrefutable that SLC **does not** have
13 a business, SLC **does not** have customers, SLC **does not** have a customer list, SLC
14 **does not** own Zip Zap Auto, and SLC **does not** own any of the equipment or assets
15 of Zip Zap Auto. As a result, SLC has sustained no damage and is unable to prove
16 the essential elements of this claim. Again, a complete failure of proof concerning
17 an essential element of the nonmoving party's case necessarily renders all other
18 facts immaterial¹¹⁹.

19 **Sixth Claim for Relief: Conversion / Trespass to Chattel**

20 Proving The elements of conversion are (1) the plaintiff's ownership or right
21 to possession of the property; (2) the defendant's conversion by wrongful act
22

23 ¹¹⁶ *Consolidated-Generator Nevada, Inc. v. Cummins Engine Co., Inc.*, 971 P.2d
24 1251, 1256 (Nev. 1998).

25 ¹¹⁷ *Lalitag v. Money First Fin. Servs., Inc.*, No. 2:09-cv-02268-LRH-RJJ, 2010 WL
26 2925875, at *2 (D. Nev. July 20, 2010) (citing *GES, Inc. v. Corbitt*, 21 P.3d 11,
15 (Nev. 2001)).

27 ¹¹⁸ *Arroyo v. Wheat*, 591 F. Supp. 141, 144 (D. Nev. 1984).

28 ¹¹⁹ *Celotex*, 477 U.S. at 323.

1 inconsistent with the property rights of the plaintiff; and (3) damages¹²⁰. Trespass
2 to chattels may occur when a person intentionally uses or intermeddles with a
3 chattel in the possession of another¹²¹. SLC is unable to prove those essential
4 elements.

5 Indeed, review of SLC's complaint confirms the alleged "equipment"
6 belonged to Zip Zap Auto—*not* SLC¹²². It is vital, to sustain both claims of relief,
7 for SLC to own and be lawfully in possession of the subject
8 property/chattel/equipment. However, the evidence firmly proves SLC *does not*
9 have a business, SLC *does not* have customers, SLC *does not* have a customer list,
10 SLC *does not* own Zip Zap Auto, and SLC *does not* own any of the equipment or
11 assets of Zip Zap Auto. As repeatedly represented and admitted by Hamid *and*
12 SLC, "*Hamid retained 100% ownership and control of all equipment,*
13 *miscellaneous assets, and intellectual property pertaining to Zip Zap Auto.*"¹²³
14 (Joint representations of Hamid and SLC) and as expressly admitted by SLC
15 "*SLC, LLC does not own Zip Zap Auto*"¹²⁴

16 The absence of ownership is fatal to SLC's claims. SLC's inability to show
17 damages is likewise fatal. A complete failure of proof concerning an essential
18 element of the nonmoving party's case necessarily renders all other facts
19 immaterial¹²⁵. Defendants are entitled to summary judgment.
20
21
22
23

24 ¹²⁰ *Kasdan, Simonds, McIntyre, Epstein & Martin v. World Sav. & Loan Ass'n (In*
25 *re Emery)*, 317 F.3d 1064 (9th Cir. Cal. 2003)

26 ¹²¹ See Restatement (Second) of Torts § 217 (1965).

27 ¹²² See instant complaint, pages 12-13, ¶¶ 92-97.

28 ¹²³ See Exhibit "AA"; see also Exhibits "D" through "RR".

¹²⁴ See Exhibit "PP" (emphasis provided).

¹²⁵ *Celotex*, 477 U.S. at 323.

1 **Seventh Claim for Relief: Unjust Enrichment**

2 “Unjust enrichment exists when the plaintiff confers a benefit on the
3 defendant, the defendant appreciates such benefit, and there is "acceptance and
4 retention by the defendant of such benefit under circumstances such that it would be
5 inequitable for him to retain the benefit without payment of the value thereof."”¹²⁶

6 Like all the other claims, SLC is unable to stave off Defendants’ motion for
7 summary judgment. Like all the other claims, SLC maintains its claim based upon
8 its alleged ownership of Zip Zap Auto, when the facts and evidence in this case
9 make it incontrovertible that SLC **does not** own Zip Zap Auto—and SLC expressly
10 make such representations and admissions in a prior judicial hearing and in prior
11 judicial filings.

12 Clearly, SLC **does not** have a business, SLC **does not** have customers, SLC
13 **does not** have a customer list, SLC **does not** own Zip Zap Auto, and SLC **does not**
14 own any of the equipment or assets of Zip Zap Auto. SLC had absolutely **no**
15 dealings with any of the named defendants, and **SLC cannot present any evidence**
16 **that SLC provided the named Defendants any benefit whatsoever.** A complete
17 failure of proof concerning an essential element of the nonmoving party’s case
18 necessarily renders all other facts immaterial¹²⁷.

19 In closing, SLC is precluded from bring the instant complaint against the
20 defendants because of the Settlement it entered into, the Stipulation for Dismissal
21 with prejudice entered into by SLC. Because SLC is not a business, does not own
22 Zip Zap Auto, and does not have any **ownership and control of any equipment,**
23 **miscellaneous assets, intellectual property, or customer list(s) pertaining to Zip**
24 **Zap Auto**—and is judicially estopped and barred from claiming otherwise, and
25

26 _____
27 ¹²⁶ *Certified Fire Prot. Inc. v. Precision Constr. Inc.*, 128 Nev. 371, 283 P.3d 250
28 (2012) citing *Unionamerica Mtg. v. McDonald*, 97 Nev. 210, 212, 626 P.2d 1272,
1273 (1981).

¹²⁷ *Celotex*, 477 U.S. at 323.

1 because SLC cannot assert the rights of third parties pursuant to NRCP 17 and
2 controlling precedent, SLC is therefore unable to prevent defendants from summary
3 judgment against all claims and having this action dismissed in its entirety.

4 ***C. Defendants are entitled to an award of attorney's fees and costs***
5 ***for having to seek summary judgment on Plaintiff's frivolous***
6 ***complaint.***

7 In the case at bar, Plaintiff has acted in bad faith. In their endeavor to
8 manipulate this Court, Plaintiff not only violates the duty of candor that is owed to
9 this Court, Plaintiff has violated NRCP 11. Quite frankly, Plaintiff's conduct
10 mandates an award of attorney's fees to Defendants for having to defend and
11 respond to such a frivolous pleading.

12 NRS 18.010 deals with awards of attorney's fees and provides in relevant
13 part:

14 (b) Without regard to the recovery sought, when the court finds that
15 the claim, counterclaim, cross-claim or third-party complaint or
16 defense of the opposing party was brought or maintained without
17 reasonable ground or to harass the prevailing party. ***The court shall***
18 ***liberally construe the provisions of this paragraph in favor of***
19 ***awarding attorney's fees in all appropriate situations.*** It is the intent
20 of the Legislature that the court award attorney's fees pursuant to this
21 paragraph and impose sanctions pursuant to Rule 11 of the Nevada
22 Rules of Civil Procedure in all appropriate situations ***to punish for and***
23 ***deter frivolous or vexatious claims*** and defenses because such claims
24 and defenses overburden limited judicial resources, hinder the timely
25 resolution of meritorious claims and increase the costs of engaging in
26 business and providing professional services to the public. (Emphasis
27 supplied).

28 Additionally, EDCR 7.60 provides, in relevant part:

(b) The court may, after notice and an opportunity to be heard, impose
upon an attorney or a party any and all sanctions which may, under the
facts of the case, be reasonable, including the imposition of fines, costs
or attorney's fees when an attorney or a party without just cause:

(1) ***Presents to the court a motion*** or an opposition to a motion ***which***
is obviously frivolous, unnecessary or unwarranted.

(3) So multiplies the proceedings in a case as to increase costs
unreasonably and vexatiously. (Emphasis supplied).

1
2
3 In this case, there was no basis to file the complaint and no basis to oppose
4 Defendants' motion for summary judgment. Plaintiff apparently believes it can
5 ignore court rules and controlling precedent in order to manipulate this Court and
6 the legal system as a whole. Such a belief is misguided, and such a tactic ill-
7 judged.

8 Further, NRS 7.085 also provides this Court with the requisite authority to
9 make Defendants whole for the malicious and baseless litigation costs that she has
10 incurred defending Plaintiff's frivolous filing. Therein, it states:

11 1. If a court finds that an attorney has:

12 (a) Filed, maintained or defended a civil action or proceeding in any
13 court in this State and such action or defense is ***not well-grounded in***
14 ***fact*** or is not warranted by existing law or by an argument for
changing the existing law that is made in good faith; or

15 (b) Unreasonably and vexatiously extended a civil action or
16 proceeding before any court in this State,

17 the court shall require the attorney personally to pay the additional
18 costs, expenses and attorney's fees reasonably incurred because of such
conduct.

19 ***2. The court shall liberally construe the provisions of this section in***
20 ***favor of awarding costs, expenses and attorney's fees in all***
21 ***appropriate situations.*** It is the intent of the Legislature that the court
22 award costs, expenses and attorney's fees pursuant to this section and
23 impose sanctions pursuant to Rule 11 of the Nevada Rules of Civil
24 Procedure in all appropriate situations to punish for and deter frivolous
25 or vexatious claims and defenses because such claims and defenses
overburden limited judicial resources, hinder the timely resolution of
meritorious claims and increase the costs of engaging in business and
providing professional services to the public. (emphasis added).

26 NRCP 11 also enables this Court to impose sanctions if any pleading, written
27 motion, or other paper is filed that is being filed for any improper purpose, such as
28 to "***harass, cause unnecessary delay, or needlessly increase the cost of litigation.***"

1 The Nevada Supreme Court, in *Watson Rounds*, held that NRCPC 11 and NRS
2 7.085 each represent a distinct, independent mechanism for sanctioning
3 misconduct. 131 Nev. at 791.

4 Lastly, in *Barney v. Mt. Rose Heating & Air Conditioning*, 192 P.3d 730, 736
5 (2008) citing *Brunzell v. Golden Gate National Bank*, 85 Nev 345, 455 P.2d 31
6 (1969), the Court enumerated factors that the district court should consider in
7 awarding attorney fees, with no one factor controlling, as follows:

- 8 (1) the advocate's qualities, including ability, training, education,
experience, professional standing, and skill;
- 9 (2) the character of the work, including its difficulty, intricacy,
10 importance, as well as the time and skill required, the responsibility
11 imposed, and the prominence and character of the Parties when
affecting the importance of the litigation;
- 12 (3) the work performed, including the skill, time, and attention given
to the work; and
- 13 (4) the result--whether the attorney was successful and what benefits
14 were derived.

15 Defendants' counsel met the factors outlined in *Brunzell*. Defendants'
16 counsel is qualified and has considerable experience, ability and training in the
17 field of family law and civil litigation. It is the responsibility of Defendants'
18 counsel to finalize outstanding issues to ensure the rights of Defendants are
19 preserved and litigated, to ensure the Orders of the Court are proper, and that the
20 legal system is not manipulated. Defendants' counsel was attentive to work
performed.

21 Accordingly, based upon the foregoing, it is not only fair, but also
22 reasonable under the circumstances that Plaintiff and/or his counsel, be
23 responsible for Defendants' reasonable attorney fees and costs in the sum of
24 \$5,000.00 pursuant to NRS §18.010, EDCR 7.60, the additional authority cited
25 herein, and the holding of *Brunzell*.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

V.
Conclusion

Defendants are entitled to summary judgment because Plaintiff lacks constitutional and prudential standing. In sum, Plaintiff is prevented, as a matter of court rule and controlling precedent, from commencing and maintaining the instant action. Based on the foregoing, Defendants respectfully request this Court enter an order:

1. Granting Defendants' motion for summary judgment;
2. Dismissing Plaintiff's complaint against Defendants with prejudice; and
3. Awarding Defendants' attorney's fees and costs for having to defend Plaintiff's frivolous complaint and the filing of the motion for summary judgment.

Dated this 14th day of March, 2022.

HOFLAND & TOMSHECK

By: /s/ Bradley J. Hofland

Bradley J. Hofland, Esq.
State Bar of Nevada No. 6343
228 South 4th Street, First Floor
Las Vegas, Nevada 89101
Attorneys for Defendants

1
2 **DECLARATION OF BRADLEY J. HOFLAND**

3 I, Bradley J. Hofland, declare under penalty of perjury under the laws of the
4 State of Nevada that the following is true and correct.

- 5 1. I am counsel for the Defendants in the foregoing action.
- 6 2. Attached and Marked as Exhibit “A” in the Appendix of Exhibits are
7 true and correct copies of the cited provisions contained in the
8 Executed Stipulation for Settlement regarding Case No.’s D-18-
9 575686-L, A-19-805955-C, and A-19-801513-P dated April 26, 2021.
- 10 3. Attached and Marked as Exhibit “B” in the Appendix of Exhibits are
11 true and correct copies of the cited provisions contained in the
12 Stipulation and Order for Dismissal of Action filed in Case No. A-19-
13 805955-C on May 21, 2021.
- 14 4. Attached and Marked as Exhibit “C” in the Appendix of Exhibits are
15 true and correct copies of the cited provisions contained in the
16 Complaint filed on June 2, 2021.
- 17 5. Attached and Marked as Exhibit “D” in the Appendix of Exhibits are
18 true and correct copies of the cited provisions contained in the Motion
19 to Suspend Monthly Payments to Defendant filed in Case No. D-18-
20 575686-L on May 5, 2020.
- 21 6. Attached and Marked as Exhibit “E” in the Appendix of Exhibits are
22 true and correct copies of the cited provisions contained in Plaintiff’s
23 Opposition to Defendant’s Motion to Amended of Make Additional
24 Findings of Fact; to Alter or Amend the Judgment; to Set Evidentiary
25 Hearing to Address Plaintiff’s Fraud; and to Correct Clerical Error(s)
26 of the Court, and Related Relief and Countermotion for Attorney’s
27 Fees and Costs filed in Case No. D-18-575686-L on November 23,
28 2020.

- 1 7. Attached and Marked as Exhibit “F” in the Appendix of Exhibits are
2 true and correct copies of the cited provisions contained in Page 16,
3 Lines 7-8 of Plaintiff’s Opposition to Defendant’s Motion to Amended
4 of Make Additional Findings of Fact; to Alter or Amend the Judgment;
5 to Set Evidentiary Hearing to Address Plaintiff’s Fraud; and to Correct
6 Clerical Error(s) of the Court, and Related Relief and Countermotion
7 for Attorney’s Fees and Costs filed in Case No. D-18-575686-L on
8 November 23, 2020.
- 9 8. Attached and Marked as Exhibit “G” in the Appendix of Exhibits are
10 true and correct copies of the cited provisions contained in the Motion
11 to Set Aside Offer of Judgment, Reset Trial, and Re-Open Discovery;
12 Declaration of Hamid Sheikhai filed in Case No. D-18-575686-L on
13 March 31, 2021.
- 14 9. Attached and Marked as Exhibit “H” in the Appendix of Exhibits are
15 true and correct copies of the cited provisions contained in Page 3,
16 Line 22 of Motion to Set Aside Offer of Judgment, Reset Trial, and
17 Re-Open Discovery; Declaration of Hamid Sheikhai filed in Case No.
18 D-18-575686-L on March 31, 2021.
- 19 10. Attached and Marked as Exhibit “I” in the Appendix of Exhibits are
20 true and correct copies of the cited provisions contained in Page 7,
21 Lines 12-13 of Motion to Set Aside Offer of Judgment, Reset Trial,
22 and Re-Open Discovery; Declaration of Hamid Sheikhai filed in Case
23 No. D-18-575686-L on March 31, 2021.
- 24 11. Attached and Marked as Exhibit “J” in the Appendix of Exhibits are
25 true and correct copies of the cited provisions contained in
26 Defendant’s Opposition to Plaintiff’s Motion for Preliminary
27 Injunction and countermotion for Attorney’s Fees and Costs filed in
28 Case No. A-19-805955-C on December 16, 2019.

- 1 12. Attached and Marked as Exhibit “K” in the Appendix of Exhibits are
2 true and correct copies of the cited provisions contained in Page 7, line
3 23 and Page 8, line 1 of Defendant’s Opposition to Plaintiff’s Motion
4 for Preliminary Injunction and countermotion for Attorney’s Fees and
5 Costs filed in Case No. A-19-805955-C on December 16, 2019.
- 6 13. Attached and Marked as Exhibit “L” in the Appendix of Exhibits are
7 true and correct copies of the cited provisions contained in Page 13,
8 lines 10 -14 of Defendant’s Opposition to Plaintiff’s Motion for
9 Preliminary Injunction and countermotion for Attorney’s Fees and
10 Costs filed in Case No. A-19-805955-C on December 16, 2019.
- 11 14. Attached and Marked as Exhibit “M” in the Appendix of Exhibits are
12 true and correct copies of the cited provisions contained in Page 3, line
13 16-18 of Defendant, Hamid Sheikhai’s Reply to Plaintiff’s Opposition
14 to motion to File Amended Answer and Counterclaim and
15 Countermotion for Attorney’s Fees and Costs filed in Case No. A-19-
16 805955-C on August 24, 2022.
- 17 15. Attached and Marked as Exhibit “N” in the Appendix of Exhibits are
18 true and correct copies of the cited provisions contained in Paragraph
19 32 of Complaint for Damages and Demand for Jury Trial; Defendant
20 Hamid Sheikhai’s Answer, Counterclaim and Crossclaims, and
21 Demand for Jury Trial filed in Case No. A-19-805955-C on October
22 22, 2022.
- 23 16. Attached and Marked as Exhibit “O” in the Appendix of Exhibits are
24 true and correct copies of the cited provisions contained in Paragraph
25 64 of Complaint for Damages and Demand for Jury Trial; Defendant
26 Hamid Sheikhai’s Answer, Counterclaim and Crossclaims, and
27 Demand for Jury Trial filed in Case No. A-19-805955-C on October
28 22, 2022.

- 1 17. Attached and Marked as Exhibit “P” in the Appendix of Exhibits are
2 true and correct copies of the cited provisions contained in Paragraph
3 72 of Complaint for Damages and Demand for Jury Trial; Defendant
4 Hamid Sheikhai’s Answer, Counterclaim and Crossclaims, and
5 Demand for Jury Trial filed in Case No. A-19-805955-C on October
6 22, 2022.
- 7 18. Attached and Marked as Exhibit “Q” in the Appendix of Exhibits are
8 true and correct copies of the cited provisions contained in Paragraphs
9 111, 23, 33, 63, 65, 95, 104, 105, and 107 of Complaint for Damages
10 and Demand for Jury Trial; Defendant Hamid Sheikhai’s Answer,
11 Counterclaim and Crossclaims, and Demand for Jury Trial filed in
12 Case No. A-19-805955-C on October 22, 2022.
- 13 19. Attached and Marked as Exhibit “R” in the Appendix of Exhibits are
14 true and correct copies of the cited provisions contained in Page 3, line
15 17 of Defendant, Hamid Sheikhai’s Reply to Plaintiff’s Opposition to
16 Motion to File Amended Answer and Counterclaim and
17 Countermotion for Attorney’s Fees and Costs filed in Case No. A-19-
18 805955-C on August 24, 2020.
- 19 20. Attached and Marked as Exhibit “S” in the Appendix of Exhibits are
20 true and correct copies of the cited provisions contained in Page 2,
21 lines 9-11 of Application for Temporary Protection Order filed in Case
22 No. A-19-805955-C on October 26, 2020.
- 23 21. Attached and Marked as Exhibit “T” in the Appendix of Exhibits are
24 true and correct copies of the cited provisions contained in Page 2,
25 lines 20-23 of Application for Temporary Protection Order filed in
26 Case No. A-19-805955-C on October 26, 2020.
- 27 22. Attached and Marked as Exhibit “U” in the Appendix of Exhibits are
28 true and correct copies of the cited provisions contained in Page 11,

lines 11-15 of Application for Temporary Protection Order filed in Case No. A-19-805955-C on October 26, 2020.

23. Attached and Marked as Exhibit “V” in the Appendix of Exhibits are true and correct copies of the cited provisions contained in Page 2, lines 7-11 of Motion for Summary Judgment, or in the Alternative, Partial Summary Judgement, Leave to Amend and for Stay filed in Case No. A-19-805955-C on December 4, 2020.

24. Attached and Marked as Exhibit “W” in the Appendix of Exhibits are true and correct copies of the cited provisions contained in Page 13, lines 17-21 of Motion for Summary Judgment, or in the Alternative, Partial Summary Judgement, Leave to Amend and for Stay filed in Case No. A-19-805955-C on December 4, 2020.

25. Attached and Marked as Exhibit “X” in the Appendix of Exhibits are true and correct copies of the cited provisions contained in Page 13, lines 27-28 of Motion for Summary Judgment, or in the Alternative, Partial Summary Judgement, Leave to Amend and for Stay filed in Case No. A-19-805955-C on December 4, 2020.

26. Attached and Marked as Exhibit “Y” in the Appendix of Exhibits are true and correct copies of the cited provisions contained in Page 23, lines 10-11 of Motion for Summary Judgment, or in the Alternative, Partial Summary Judgement, Leave to Amend and for Stay filed in Case No. A-19-805955-C on December 4, 2020.

27. Attached and Marked as Exhibit “Z” in the Appendix of Exhibits are true and correct copies of the cited provisions contained in Page 3, lines 9-10 of Joint Opposition to Plaintiff’s Motion to Dismiss Defendant’s Counterclaim and Crossclaims filed in Case No. A-19-805955-C on December 11, 2022.

- 1 28. Attached and Marked as Exhibit “AA” in the Appendix of Exhibits are
2 true and correct copies of the cited provisions contained in Page 4,
3 lines 1-3 of Joint Opposition to Plaintiff’s Motion to Dismiss
4 Defendant’s Counterclaim and Crossclaims filed in Case No. A-19-
5 805955-C on December 11, 2022.
- 6 29. Attached and Marked as Exhibit “BB” in the Appendix of Exhibits are
7 true and correct copies of the cited provisions contained in Page 5,
8 lines 20-21 of Joint Opposition to Plaintiff’s Motion to Dismiss
9 Defendant’s Counterclaim and Crossclaims filed in Case No. A-19-
10 805955-C on December 11, 2022.
- 11 30. Attached and Marked as Exhibit “CC” in the Appendix of Exhibits are
12 true and correct copies of the cited provisions contained in Page 15,
13 lines 1-3 of Joint Opposition to Plaintiff’s Motion to Dismiss
14 Defendant’s Counterclaim and Crossclaims filed in Case No. A-19-
15 805955-C on December 11, 2022.
- 16 31. Attached and Marked as Exhibit “DD” in the Appendix of Exhibits are
17 true and correct copies of the cited provisions contained in Page 15,
18 lines 11-15 of Joint Opposition to Plaintiff’s Motion to Dismiss
19 Defendant’s Counterclaim and Crossclaims filed in Case No. A-19-
20 805955-C on December 11, 2022.
- 21 32. Attached and Marked as Exhibit “EE” in the Appendix of Exhibits are
22 true and correct copies of the cited provisions contained in Page 16,
23 lines 13-20 of Joint Opposition to Plaintiff’s Motion to Dismiss
24 Defendant’s Counterclaim and Crossclaims filed in Case No. A-19-
25 805955-C on December 11, 2022.
- 26 33. Attached and Marked as Exhibit “FF” in the Appendix of Exhibits are
27 true and correct copies of the cited provisions contained in Page 17,
28 lines 14-16 of Joint Opposition to Plaintiff’s Motion to Dismiss

Defendant's Counterclaim and Crossclaims filed in Case No. A-19-805955-C on December 11, 2022.

34. Attached and Marked as Exhibit "GG" in the Appendix of Exhibits are true and correct copies of the cited provisions contained in Response to Interrogatory Number 1 of Defendant, Hamid Sheikhai's Response to plaintiff's First Set of Interrogatories served on July 30, 2020.

35. Attached and Marked as Exhibit "HH" in the Appendix of Exhibits are true and correct copies of the cited provisions contained in Response to Interrogatory Number 15 of Defendant, Hamid Sheikhai's Response to Plaintiff's First Set of Interrogatories served on July 30, 2020.

36. Attached and Marked as Exhibit "II" in the Appendix of Exhibits are true and correct copies of the cited provisions contained in Response to Interrogatory Number 21 of Defendant, Hamid Sheikhai's Response to Plaintiff's First Set of Interrogatories served on July 30, 2020.

37. Attached and Marked as Exhibit "JJ" in the Appendix of Exhibits are true and correct copies of the cited provisions contained in Response to Request for Admission Number 38 of Defendant SLC, LLC's Responses to Plaintiff's First Request for Admissions served on July 28, 2020.

38. Attached and Marked as Exhibit "KK" in the Appendix of Exhibits are true and correct copies of the cited provisions contained in Response to Request for Admission Number 39 of Defendant SLC, LLC's Responses to Plaintiff's First Request for Admissions served on July 28, 2020.

39. Attached and Marked as Exhibit "LL" in the Appendix of Exhibits are true and correct copies of the cited provisions contained in Response to Interrogatory Number 2 of Defendant SLC LLC's Response to Plaintiff's First Set of Interrogatories served on July 30, 2020.

- 1 40. Attached and Marked as Exhibit “MM” in the Appendix of Exhibits
2 are true and correct copies of the cited provisions contained in
3 Response to Interrogatory Number 15 of Defendant SLC LLC’s
4 Response to Plaintiff’s First Set of Interrogatories served on July 30,
5 2020.
- 6 41. Attached and Marked as Exhibit “NN” in the Appendix of Exhibits are
7 true and correct copies of the cited provisions contained in Response to
8 Interrogatory Number 17 of Defendant SLC LLC’s Response to
9 Plaintiff’s First Set of Interrogatories served on July 30, 2020.
- 10 42. Attached and Marked as Exhibit “OO” in the Appendix of Exhibits are
11 true and correct copies of the cited provisions contained in Response to
12 Interrogatory Number 24 of Defendant SLC LLC’s Response to
13 Plaintiff’s First Set of Interrogatories served on July 30, 2020.
- 14 43. Attached and Marked as Exhibit “PP” in the Appendix of Exhibits are
15 true and correct copies of the cited provisions contained in Response to
16 Interrogatory Number 28 of Defendant SLC LLC’s Response to
17 Plaintiff’s First Set of Interrogatories served on July 30, 2020.
- 18 44. Attached and Marked as Exhibit “QQ” in the Appendix of Exhibits are
19 true and correct copies of the cited provisions contained in Response to
20 Interrogatory Number 30 of Defendant SLC LLC’s Response to
21 Plaintiff’s First Set of Interrogatories served on July 30, 2020.
- 22 45. Attached and Marked as Exhibit “RR” in the Appendix of Exhibits are
23 true and correct copies of the cited provisions contained in Response to
24 Interrogatory Number 34 of Defendant SLC LLC’s Response to
25 Plaintiff’s First Set of Interrogatories served on July 30, 2020.
- 26 46. Attached and Marked as Exhibit “SS” in the Appendix of Exhibits are
27 true and correct copies of the cited provisions contained in Response to
28

1 Interrogatory Number 30 of Defendant, Hamid Sheikhai's Response to
2 Plaintiff's First Set of Interrogatories served on July 30, 2020.

3 47. Attached and Marked as Exhibit "TT" in the Appendix of Exhibits are
4 true and correct copies of the cited provisions contained in Response to
5 Request for Admission Number 2 of Defendant, Hamid Sheikhai's
6 Response to Plaintiff's First Request for Admission served on July 30,
7 2020.

8 48. Attached and Marked as Exhibit "UU" in the Appendix of Exhibits are
9 true and correct copies of the cited provisions contained in Response to
10 Request for Admission Number 4 of Defendant SLC, LLC's Amended
11 Responses to Plaintiff's First Request for Admission served on July
12 28, 2020.

13 49. Attached and Marked as Exhibit "VV" in the Appendix of Exhibits are
14 true and correct copies of the cited provisions contained in the
15 Complaint for Damages and Demand for Jury Trial; Defendant Hamid
16 Sheikhai's Answer, Counterclaim, and Cross Claims, and Demand for
17 Jury Trial filed in Case No. A-19-805955-C on October 22, 2020.

18 50. Attached and Marked as Exhibit "WW" in the Appendix of Exhibits
19 are true and correct copies of the cited provisions contained in
20 Response to Admissions Numbers 5 and 6 of Defendant SLC, LLC's
21 Amended Responses to Plaintiff's First Request for Admission served
22 on July 28, 2020.

23 51. Attached and Marked as Exhibit "XX" in the Appendix of Exhibits are
24 true and correct copies of the cited provisions contained in Response to
25 Request for Admission Number 3 of Defendant, Hamid Sheikhai's
26 Response to Plaintiff's First Request for Admissions served on July
27 30, 2020.
28

1 Pursuant to Nevada Revised Statute 53.045, I declare under the penalty of
2 perjury that the foregoing is true and correct to the best of my knowledge and
3 belief.

4 DATED this 14th day of March, 2022.

5 /s/ **Bradley J. Hofland**

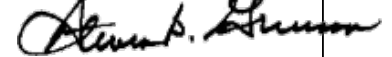
6 Bradley J. Hofland
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of HOFLAND & TOMSHECK, that pursuant to Administrative Order 14-2, NEFCR 9, and NRC 5(b), on the 14th day of March, 2022, I served the forgoing **DEFENDANTS' MOTION FOR SUMMARY JUDGMENT** 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



HOFLAND & TOMSHECK

Bradley J. Hofland, Esq.
Nevada Bar Number: 6343
bradh@hoflandlaw.com
228 South 4th Street, 1st Floor
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 MOTION FOR SUMMARY JUDGMENT
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)	
UNIVERSAL MOTORCARS; DOES I)	
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 Motion for Summary Judgment.

Exhibit	Description	Bate Stamp No.
A	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	DEF000001-DEF000004
B	Stipulation and Order for Dismissal of Action filed in Case No. A-19-805955-C on May 21, 2021	DEF000005-DEF000016
C	Complaint filed on June 2, 2021	DEF000017-DEF000032
D	Motion to Suspend Monthly Payments to Defendant filed in Case No. D-18-575686-L on May 5, 2020	DEF000033-DEF000044
E	Plaintiff's Opposition to Defendant's Motion to Amended of Make Additional Findings of Fact; to Alter or Amend the Judgment; to Set Evidentiary Hearing to Address Plaintiff's Fraud; and to Correct Clerical Error(s) of the Court, and Related Relief and Countermotion for Attorney's Fees and Costs filed in Case No. D-18-575686-L on November 23, 2020	DEF000045-DEF000088
F	Page 16, Lines 7-8 of Plaintiff's Opposition to Defendant's Motion to Amended of Make Additional Findings of Fact; to Alter or Amend the Judgment; to Set Evidentiary Hearing to Address Plaintiff's Fraud; and to Correct Clerical Error(s) of the Court, and Related Relief and Countermotion for Attorney's Fees and Costs filed in Case No. D-18-575686-L on November 23, 2020	DEF000089
G	Motion to Set Aside Offer of Judgment, Reset Trial, and Re-Open Discovery; Declaration of Hamid Sheikhai filed in Case No. D-18-575686-L on March 31, 2021	DEF000090-DEF000116
H	Page 3, Line 22 of Motion to Set Aside Offer of Judgment, Reset Trial, and Re-Open Discovery; Declaration of Hamid Sheikhai filed in Case No. D-18-575686-L on March 31, 2021	DEF000117
I	Page 7, Lines 12-13 of Motion to Set Aside Offer of Judgment, Reset Trial, and Re-Open Discovery; Declaration of Hamid Sheikhai filed in Case No. D-18-575686-L on March 31, 2021	DEF000118
J	Defendant's Opposition to Plaintiff's Motion for Preliminary Injunction and countermotion for Attorney's Fees and Costs filed in Case No. A-19-	DEF000119-DEF000143

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

	805955-C on December 16, 2019	
K	Page 7, line 23 and Page 8, line 1 of Defendant's Opposition to Plaintiff's Motion for Preliminary Injunction and counter motion for Attorney's Fees and Costs filed in Case No. A-19-805955-C on December 16, 2019	DEF000145
L	Page 13, lines 10 -14 of Defendant's Opposition to Plaintiff's Motion for Preliminary Injunction and counter motion for Attorney's Fees and Costs filed in Case No. A-19-805955-C on December 16, 2019	DEF000146
M	Page 3, line 16-18 of Defendant, Hamid Sheikhai's Reply to Plaintiff's Opposition to motion to File Amended Answer and Counterclaim and Counter motion for Attorney's Fees and Costs filed in Case No. A-19-805955-C on August 24, 2022	DEF000147
N	Paragraph 32 of Complaint for Damages and Demand for Jury Trial; Defendant Hamid Sheikhai's Answer, Counterclaim and Crossclaims, and Demand for Jury Trial filed in Case No. A-19-805955-C on October 22, 2022	DEF000148
O	Paragraph 64 of Complaint for Damages and Demand for Jury Trial; Defendant Hamid Sheikhai's Answer, Counterclaim and Crossclaims, and Demand for Jury Trial filed in Case No. A-19-805955-C on October 22, 2022	DEF000149
P	Paragraph 72 of Complaint for Damages and Demand for Jury Trial; Defendant Hamid Sheikhai's Answer, Counterclaim and Crossclaims, and Demand for Jury Trial filed in Case No. A-19-805955-C on October 22, 2022	DEF000150
Q	Paragraphs 111, 23, 33, 63, 65, 95, 104, 105, and 107 of Complaint for Damages and Demand for Jury Trial; Defendant Hamid Sheikhai's Answer, Counterclaim and Crossclaims, and Demand for Jury Trial filed in Case No. A-19-805955-C on October 22, 2022	DEF000151- DEF000156
R	Page 3, line 17 of Defendant, Hamid Sheikhai's Reply to Plaintiff's Opposition to Motion to File Amended Answer and Counterclaim and Counter motion for Attorney's Fees and Costs filed in Case No. A-19-805955-C on August 24, 2020	DEF000157

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

S	Page 2, lines 9-11 of Application for Temporary Protection Order filed in Case No. A-19-805955-C on October 26, 2020	DEF000158
T	Page 2, lines 20-23 of Application for Temporary Protection Order filed in Case No. A-19-805955-C on October 26, 2020	DEF000159
U	Page 11, lines 11-15 of Application for Temporary Protection Order filed in Case No. A-19-805955-C on October 26, 2020	DEF000160
V	Page 2, lines 7-11 of Motion for Summary Judgment, or in the Alternative, Partial Summary Judgement, Leave to Amend and for Stay filed in Case No. A-19-805955-C on December 4, 2020	DEF000161
W	Page 13, lines 17-21 of Motion for Summary Judgment, or in the Alternative, Partial Summary Judgement, Leave to Amend and for Stay filed in Case No. A-19-805955-C on December 4, 2020	DEF000162
X	Page 13, lines 27-28 of Motion for Summary Judgment, or in the Alternative, Partial Summary Judgement, Leave to Amend and for Stay filed in Case No. A-19-805955-C on December 4, 2020	DEF000163
Y	Page 23, lines 10-11 of Motion for Summary Judgment, or in the Alternative, Partial Summary Judgement, Leave to Amend and for Stay filed in Case No. A-19-805955-C on December 4, 2020	DEF000164
Z	Page 3, lines 9-10 of Joint Opposition to Plaintiff's Motion to Dismiss Defendant's Counterclaim and Crossclaims filed in Case No. A-19-805955-C on December 11, 2022	DEF000165
AA	Page 4, lines 1-3 of Joint Opposition to Plaintiff's Motion to Dismiss Defendant's Counterclaim and Crossclaims filed in Case No. A-19-805955-C on December 11, 2022	DEF000166
BB	Page 5, lines 20-21 of Joint Opposition to Plaintiff's Motion to Dismiss Defendant's Counterclaim and Crossclaims filed in Case No. A-19-805955-C on December 11, 2022	DEF000167
CC	Page 15, lines 1-3 of Joint Opposition to Plaintiff's Motion to Dismiss Defendant's Counterclaim and Crossclaims filed in Case No. A-19-805955-C on December 11, 2022	DEF000168

1	DD	Page 15, lines 11-15 of Joint Opposition to Plaintiff's Motion to Dismiss Defendant's Counterclaim and Crossclaims filed in Case No. A-19-805955-C on December 11, 2022	DEF000169
2			
3	EE	Page 16, lines 13-20 of Joint Opposition to Plaintiff's Motion to Dismiss Defendant's Counterclaim and Crossclaims filed in Case No. A-19-805955-C on December 11, 2022	DEF000170
4			
5	FF	Page 17, lines 14-16 of Joint Opposition to Plaintiff's Motion to Dismiss Defendant's Counterclaim and Crossclaims filed in Case No. A-19-805955-C on December 11, 2022	DEF000171
6			
7	GG	Response to Interrogatory Number 1 of Defendant, Hamid Sheikhai's Response to plaintiff's First Set of Interrogatories served on July 30, 2020	DEF000172- DEF000173
8			
9	HH	Response to Interrogatory Number 15 of Defendant, Hamid Sheikhai's Response to Plaintiff's First Set of Interrogatories served on July 30, 2020	DEF000174
10			
11	II	Response to Interrogatory Number 21 of Defendant, Hamid Sheikhai's Response to Plaintiff's First Set of Interrogatories served on July 30, 2020	DEF000175- DEF000176
12			
13	JJ	Response to Request for Admission Number 38 of Defendant SLC, LLC's Responses to Plaintiff's First Request for Admissions served on July 28, 2020	DEF000177
14			
15	KK	Response to Request for Admission Number 39 of Defendant SLC, LLC's Responses to Plaintiff's First Request for Admissions served on July 28, 2020	DEF000178
16			
17	LL	Response to Interrogatory Number 2 of Defendant SLC LLC's Response to Plaintiff's First Set of Interrogatories served on July 30, 2020	DEF000179- DEF000180
18			
19	MM	Response to Interrogatory Number 15 of Defendant SLC LLC's Response to Plaintiff's First Set of Interrogatories served on July 30, 2020	DEF000181
20			
21	NN	Response to Interrogatory Number 17 of Defendant SLC LLC's Response to Plaintiff's First Set of Interrogatories served on July 30, 2020	DEF000182
22			
23	OO	Response to Interrogatory Number 24 of Defendant SLC LLC's Response to Plaintiff's First Set of Interrogatories served on July 30, 2020	DEF000183
24			
25	PP	Response to Interrogatory Number 28 of Defendant SLC LLC's Response to Plaintiff's First Set of Interrogatories served on July 30, 2020	DEF000184
26			
27			
28			

1	QQ	Response to Interrogatory Number 30 of Defendant SLC LLC's Response to Plaintiff's First Set of Interrogatories served on July 30, 2020	DEF000185
2			
3	RR	Response to Interrogatory Number 34 of Defendant SLC LLC's Response to Plaintiff's First Set of Interrogatories served on July 30, 2020	DEF000186- DEF000187
4			
5	SS	Response to Interrogatory Number 30 of Defendant, Hamid Sheikhai's Response to Plaintiff's First Set of Interrogatories served on July 30, 2020	DEF000188
6			
7	TT	Response to Request for Admission Number 2 of Defendant, Hamid Sheikhai's Response to Plaintiff's First Request for Admission served on July 30, 2020	DEF000189- DEF000190
8			
9	UU	Response to Request for Admission Number 4 of Defendant SLC, LLC's Amended Responses to Plaintiff's First Request for Admission served on July 28, 2020	DEF000191- DEF000192
10			
11			
12	VV	Complaint for Damages and Demand for Jury Trial; Defendant Hamid Sheikhai's Answer, Counterclaim, and Cross Claims, and Demand for Jury Trial filed in Case No. A-19-805955-C on October 22, 2020	DEF000193- DEF000216
13			
14	WW	Response to Admissions Numbers 5 and 6 of Defendant SLC, LLC's Amended Responses to Plaintiff's First Request for Admission served on July 28, 2020	DEF000217
15			
16			
17	XX	Response to Request for Admission Number 3 of Defendant, Hamid Sheikhai's Response to Plaintiff's First Request for Admissions served on July 30, 2020	DEF000218
18			
19			

20 Dated this 14th day of March, 2022.

21
22 HOF LAND & TOMSHECK

23 By: /s/ Bradley J. Hofland

24 Bradley J. Hofland, Esq.

25 Nevada Bar Number: 006343

26 228 S. 4th Street, 1st Floor

Las Vegas, Nevada, 89101

27 Telephone: (702) 895-6760

Facsimile: (702) 731-6910

28 Attorneys for Defendants

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT “A”

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>Victor Botnari</u> Victor Botnari, an individual
<u>Hamid Sheikhai</u> Hamid Sheikhai, an individual	<u>/s/ Zohreh Amiryavari</u> Zohreh Amiryavari, an individual
APPROVED AS TO FORM AND CONTENT: <u>Toussaint Ribbet</u> Counsel for the Sheikhai Parties	APPROVED AS TO FORM AND CONTENT: <u>Todd Leventhal</u> Counsel for the Botnari Parties

EXHIBIT “B”

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

DEF000005
ROA000778

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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**

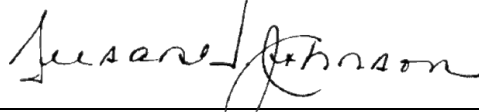
2 Based on the above stipulation and good cause appearing:

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

NOTICE: The above information is for the sole use of the intended recipient and contains information belonging to Hofland & Tomsheck, which is confidential and may be legally privileged. If you are not the intended recipient, or believe that you have received this communication in error, you are hereby notified that any printing, copying, distribution, use or taking of any action in reliance on the contents of this e-mail information is strictly prohibited. If you have received this e-mail in error, please immediately (1) notify the sender by reply e-mail; (2) call our office at (702) 895-6760 to inform the sender of the error; and (3) destroy all copies of the original message, including ones on your computer system and all drives.

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



The information contained in this electronic mail is confidential information. This information may be attorney/client privileged and is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, copying, or retransmission of this message is in violation of 18 U.S.C. 2511(1) of the ECPA and is strictly prohibited. If you have received the message in error, please notify the sender immediately.

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@ensteinlaw.com>

Cc: Robert Rabbat <rrabbat@ensteinlaw.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

11920 Southern Highlands Pkwy., Ste. 103

Las Vegas, Nevada 89141

Tel.: 702.468.0808

Fax: 702.920.8228

Los Angeles Office

12121 Wilshire Blvd., Ste. 600

Los Angeles, California 90025

Tel.: 310.899.2070

Fax: 310.496.1930

www.ensteinlaw.com

CONFIDENTIALITY NOTICE:

This email and any attachments contain information from the law firm of Enenstein Pham and Glass

and may contain information that is proprietary, privileged, confidential and/or exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that any viewing, copying, disclosure, distribution or use of this information is prohibited and may be subject to legal restriction or sanction. If you receive this email in error, please immediately notify the sender, by email or telephone, of any unintended recipients and delete the original message without making any copies. Opinions, conclusions, and other information contained in this message that do not relate to the official business of Enenstein Pham & Glass shall be understood as neither given nor endorsed by Enenstein Pham & Glass.

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
16 Debbie Hicks	debbie@douglascrawfordlaw.com
17 Douglas Crawford	doug@douglascrawfordlaw.com
18 Bradley Hofland	Bradh@hoflandlaw.com
19 Michael Matthis	matthis@mblnv.com
20 Todd Leventhal	Leventhalandassociates@gmail.com
21 Maribel Godinez	Maribel@toddleventhal.com
22 Michael Lee	mike@mblnv.com
23 Dina DeSousa Cabral	DinaD@hoflandlaw.com
24 Leilanny Espinoza	Leilanny@douglascrawfordlaw.com
25 Nikki Woulfe	clerk@hoflandlaw.com

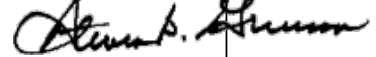
26
27
28

DEF000015
ROA000788

1	Victor Botnari	12vb34@protonmail.com
2		
3	Anna Stein	bhasistant@hoflandlaw.com
4	Gary Segal	gary@douglascrawfordlaw.com
5	Elana Cordero	elana@douglascrawfordlaw.com
6	Maria Lopez	maria@douglascrawfordlaw.com
7	Meredith Simmons	meredith@douglascrawfordlaw.com
8	Genova Lucatero	Genova@douglascrawfordlaw.com
9		
10	Matt Rosene	mrosene@enensteinlaw.com
11	Talia Rybak	trybak@enensteinlaw.com
12	Lisa Feinstein	lfeinstein@enensteinlaw.com
13	Michelle Choto	mchoto@enensteinlaw.com

14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT “C”



COMP

Robert A. Rabbat, Esq.
Nevada Bar # 12633

ENENSTEIN PHAM & GLASS

11920 Southern Highlands Parkway
Suite 103
Las Vegas, NV 89141
Telephone: (702) 468-0808
Facsimile: (702) 920-8228
Email: rrabbat@enensteinlaw.com
Attorneys for Plaintiff SLC LLC

CASE NO: A-21-835625-C
Department 4

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

SLC LLC, a Nevada limited liability
company,

Plaintiff,

vs.

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

Defendants.

Case No. _____

DEPT. NO.: _____

COMPLAINT FOR:

- 1. MISAPPROPRIATION OF
TRADE SECRETS (N.R.S. §
600A.030 ET SEQ.);**
- 2. DECEPTIVE TRADE
PRACTICES (N.R.S. § 598.0915
ET SEQ.);**
- 3. DEFAMATION;**
- 4. INTENTIONAL INTERFERENCE
WITH PROSPECTIVE
ECONOMIC ADVANTAGE;**
- 5. CIVIL CONSPIRACY;**
- 6. CONVERSION;**
- 7. UNJUST ENRICHMENT**

[Exempt from Arbitration Pursuant to
Rule 3(A) – Damages in Excess of \$50,000]

COMPLAINT

1 **COMPLAINT FOR DAMAGES AND DEMAND FOR JURY TRIAL**

2 Plaintiff SLC LLC, a Nevada limited liability company (“SLC” or “Plaintiff”), by and
3 through its counsel of record, Enenstein Pham & Glass, LLP, hereby asserts claims against
4 defendants Larisa Mereora (“Mereora”), Thomas Mulkins (“Mulkins”), Nina Grozav (“Grozav”),
5 Ion Neagu (“Ion”), Alisa Neagu (“Alisa”), Maria Reynolds (“Reynolds”), NNG, LLC, a Nevada
6 limited liability company dba Universal Motorcars (“NNG”) and Universal Motorcar LLC, a
7 Nevada limited liability company dba Universal Motorcars (“Universal”), Does I through X and
8 Roe Business Entities I through X (Mereora, Mulkins, Grozav, Ion, Alisa, Reynolds, NNG,
9 Universal, Does 1-10, and Roe Business Entities 1-10, collectively, “Defendants”) as follows:

10 **DEMAND FOR JURY TRIAL**

- 11 1. Plaintiff demands a jury trial.

12 **JURISDICTIONAL AND PARTY ALLEGATIONS**

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

15 3. The District Courts of Nevada have jurisdiction over this matter pursuant to Nev.
16 Const. art. VI, § 6, as this Court has original jurisdiction in all cases not assigned to the justices’
17 courts.

18 4. The District Courts of Nevada have subject matter jurisdiction over this matter
19 pursuant to Nevada Revised Statute § 4.370(1), as the matter in controversy exceeds \$15,000,
20 exclusive of attorney’s fees, interest, and costs.

21 5. Upon information and belief, the District Courts of Clark County have personal
22 jurisdiction over Mereora because, at all times relevant, she is and was a resident of Clark
23 County.

24 6. Upon information and belief, the District Courts of Clark County have personal
25 jurisdiction over Mulkins because, at all times relevant, he is and was a resident of Clark County.

26 7. Upon information and belief, the District Courts of Clark County have personal
27 jurisdiction over Grozav because, at all times relevant, she is and was a resident of Clark County.

28 8. Upon information and belief, the District Courts of Clark County have personal

1 jurisdiction over Ion because, at all times relevant, he was and is a resident of Clark County.

2 9. Upon information and belief, the District Courts of Clark County have personal
3 jurisdiction over Alisa because, at all times relevant, she was and is a resident of Clark County.

4 10. Upon information and belief, the District Courts of Clark County have personal
5 jurisdiction over Reynolds because, at all times relevant, she was and is a resident of Clark
6 County.

7 11. The District Courts of Clark County have personal jurisdiction over NNG because
8 it was at all relevant times a licensed and registered Nevada limited liability company doing
9 business in Clark County, Nevada.

10 12. The District Courts of Clark County have personal jurisdiction over Universal
11 because it is and at all relevant times was a licensed and registered Nevada limited liability
12 company doing business in Clark County, Nevada.

13 13. The District Courts of Clark County have personal jurisdiction over SLC because
14 it is a licensed Nevada limited liability company doing business in Clark County, Nevada

15 **DOES AND ROES ALLEGATIONS**

16 14. Plaintiff is informed and believes, and therefore alleges, that the true names and
17 capacities, whether individual, corporate, associate or otherwise of Does 1 through 10 are
18 unknown. Plaintiff sues them by these fictitious names. Defendants designated as Does are
19 responsible in some manner for the events and happenings described in this Complaint that
20 proximately caused damages to Plaintiff as alleged herein. Plaintiff will ask leave of Court to
21 amend the Complaint to insert the true names and capacities of Does and state appropriate
22 charging allegations, when that information has been ascertained.

23 15. Plaintiff is informed and believes and thereon alleges, that all defendants
24 designated as a Roe Business Entities are likewise responsible in some manner for the events and
25 happenings described in the Complaint which proximately caused the damages to Plaintiff as
26 alleged herein. Plaintiff is informed and believes and thereon alleges, that all defendants
27 designated as Roe Business Entities in some way are related to this action. Plaintiff will ask
28 leave of Court to amend the Complaint to insert the true names and capacities of Roe Business

1 Entities and state appropriate charging allegations, when that information has been ascertained.

2 **GENERAL ALLEGATIONS**

3 16. Hamid Sheikhai (“Sheikhai”) established the “Zip Zap Auto” name in 1999 at
4 3405 Clayton Rd., Concord, CA 94519.

5 17. In 2011, Sheikhai moved to Las Vegas, NV, and started a new Zip Zap Auto in
6 February 2011, located at 3230 N. Durango Dr., Las Vegas, NV 89129 (“Zip Zap Auto”). Zip
7 Zap Auto was the fictitious firm name for the entity Samir, LLC, that Sheikhai created upon
8 moving to Las Vegas.

9 18. On April 1, 2014, Sheikhai appointed a manager of the auto shop operating as Zip
10 Zap Auto. Around that same time, Sheikhai and the manager entered into a management
11 agreement by which the manager leased the commercial building housing Zip Zap Auto from
12 Sheikhai and his entities for \$10,000.00 per month. Under that agreement, the manager operated
13 Zip Zap Auto and retained as payment all profit earned after paying the \$10,000 per month rent.

14 19. In mid-2016, Sheikhai changed the entity that owned Zip Zap Auto from Samir,
15 LLC, to SLC LLC.

16 20. Plaintiff is informed and believes, and thereon alleges, that in early May 2018,
17 Mereora, Mulkins, Grozav, Ion, Reynolds, Alisa, Does 1-10, and Roe Business Entities 1-10
18 purchased an auto repair business and began operating that business under the name “Universal
19 Motorcars.” The auto shop operating under the name Universal Motorcars competes directly
20 with Zip Zap Auto.

21 21. In May 2018, the manager of Zip Zap Auto agreed to remit management of Zip
22 Zap Auto to Plaintiff. To document this transfer of management, the former manager agreed to
23 file all documents necessary to evidence this transfer on or before May 31, 2018.

24 22. The former manager failed to file the documents before the deadline. Indeed,
25 nearly one week after that deadline had passed the documents still had not been filed. In or
26 around early June 2018, the former manager advised Sheikhai that he was leaving the United
27 States and would not file any of the documents that he had previously agreed to file.

28 23. Because the former manager refused to file to documents and was leaving the

1 United States, SLC had to take action to ensure the transfer of management and operations of Zip
2 Zap Auto back to SLC. To do so, SLC, on June 5, 2018, prepared and filed eviction notices for
3 abandonment of the premises on which Zip Zap Auto operates.

4 24. On June 6, 2018, Sheikhai went to Zip Zap Auto to serve the evictions papers, but
5 when he arrived at Zip Zap Auto Sheikhai found Mereora, Mulkins, Grozav, Ion, Reynolds, and
6 Alisa, packing up and removing SLC's equipment from the Zip Zap Auto shop and noticed that
7 some of the equipment was already gone. Specifically, Mereora, Mulkins, Grozav, Ion,
8 Reynolds, and Alisa removed, among other items belonging to SLC, the computer and hard drive
9 containing its confidential customer list and other trade secrets.

10 25. SLC is informed and believes, and thereon alleges, that Defendants then used the
11 stolen computers and the information on those computers, including SLC's confidential customer
12 list.

13 26. More particularly, SLC is informed and believes, and thereon alleges, that
14 Defendants obtained the contact information to SLC's customers from its confidential customer
15 list and made unsolicited calls to those customers. Moreover, SLC is informed and believes, and
16 thereon alleges, that in those calls Defendants disparaged and defamed SLC and its auto shop,
17 Zip Zap Auto.

18 27. SLC is informed and believes, and thereon alleges, that in those unsolicited calls
19 Defendants attempted to, and did, lure customers away from Zip Zap Auto and to the business
20 operating as Universal Motorcars. In other words, Defendants used SLC's confidential customer
21 list against it by disparaging Zip Zap Auto and SLC and then directed those same customers to
22 Defendants' *competing* auto repair shop.

23 28. Moreover, Defendants damaged and left unusable much of the equipment that
24 they did not steal from Zip Zap Auto's premises. SLC had to replace or repair all of the stolen
25 and damaged equipment before they could resume operations at Zip Zap Auto, which
26 replacement and repair cost SLC roughly \$75,000.00.

27 29. SLC is informed and believes, and thereon alleges, that from 2018 to the present,
28 Defendants have repeatedly used SLC's confidential customer list to disparage SLC and to

1 advertise their competing business.

2 30. SLC is informed and believes, and thereon alleges, that in July 2018, Alisa or
3 Grozav, or others of the Defendants, registered the limited liability company NNG with the
4 Nevada Secretary of State. Alisa and Grozav were named as the managing members of NNG.

5 31. SLC is informed and believes, and thereon alleges, that in March 2020, Grozav or
6 Reynolds, or others of the Defendants, registered the limited liability company Universal
7 Motorcar with the Nevada Secretary of State. Grozav and Reynolds were named as the managing
8 members of Universal.

9 32. SLC is informed and believes, and thereon alleges, that Defendants operated their
10 auto repair shop under the name Universal Motorcars through NNG from July 2018 through
11 October 2020. Thereafter, on October 12, 2020, articles of dissolution for NNG were filed with
12 the Nevada Secretary of State. SLC is informed and believes, and thereon alleges, that Alisa or
13 Grozav, or other of the Defendants, filed Articles of Dissolution for NNG with the Nevada
14 Secretary of State as an attempt to avoid any liability for the other unlawful conduct described
15 above.

16 33. But SLC is informed and believes, and thereon alleges, that Defendants continued
17 to operate an auto shop at the same location under the same name "Universal Motorcars," but
18 changed the legal entity to Universal. Put differently, SLC is informed and believes, and thereon
19 alleges, that the change of the entity from NNG to Universal was purely for show and the
20 business is still owned and still operates exactly as it did before the October 2020.

21 34. Not only has the name and location for Universal Motorcars stayed the same, but
22 so has their improper and unauthorized use of SLC's confidential customer list. SLC is informed
23 and believes, and thereon alleges, that Defendants, and each of them, have directly contacted
24 customers on SLC's confidential customer list in attempts to convince the customers to stop
25 doing business with SLC and its auto shops, including Zip Zap Auto, and to instead take their
26 business to the shop operating as Universal Motorcars. They have also ramped up their attacks
27 on SLC since October 2020, when Defendants made a change in name-only to the ownership
28 structure of their business that operates under the name Universal Motorcars. For example, SLC

1 is informed and believes, and thereon alleges, that since October 2020, Defendants have posted
2 numerous defamatory and disparaging comments online on multiple different services and
3 review platforms and have left those comments under names of actual former Zip Zap Auto
4 customers, the identities of whom Defendants obtained from the stolen confidential customer list.

5 **ALTER EGO ALLEGATIONS**

6 35. SLC is informed and believes, and thereon alleges, that NNG, Universal, and Roe
7 Business Entities 1-10 are influenced and governed by their alter egos, Mereora, Mulkins, Ion,
8 Grozav, Alisa, Reynolds, and Does 1-10.

9 36. SLC is informed and believes, and thereon alleges, that there is such unity of
10 interest and ownership that NNG, Universal, and Roe Business Entities 1-10, on the one hand,
11 and Mereora, Mulkins, Ion, Grozav, Alisa, Reynolds, and Does 1-10, on the other hand, are
12 inseparable from the other.

13 37. SLC is informed and believes, and thereon alleges, that adherence to the corporate
14 or limited liability company fiction of a separate entity would, under the circumstances, sanction
15 a fraud and promote injustice.

16 38. SLC is informed and believes, and thereon alleges, that NNG, Universal, and Roe
17 Business Entities 1-10, on the one hand, and Mereora, Mulkins, Ion, Grozav, Alisa, Reynolds,
18 and Does 1-10, on the other hand, have commingled and continue to commingle their funds.

19 39. Additionally, SLC is informed and believes, and thereon alleges, that individuals
20 (*i.e.*, Mereora, Mulkins, Ion, Grozav, Alisa, Reynolds and Does 1-10) treat the business entities
21 (*i.e.*, NNG, Universal, and Roe Business Entities 1-10) and their assets as the individuals' own.

22 40. SLC is informed and believes, and thereon alleges, that NNG, Universal, and Roe
23 Business Entities 1-10 are undercapitalized.

24 41. SLC is informed and believes, and thereon alleges, that Mereora, Mulkins, Ion,
25 Grozav, Alisa, Reynolds, or Does 1-10, or a combination of them, have made and continue to
26 make unauthorized diversion of the funds that purportedly belong to NNG, Universal, or Roe
27 Business Entities 1-10, or a combination of them.

28 42. SLC is informed and believes, and thereon alleges, that Mereora, Mulkins, Ion,

Grozav, Alisa, Reynolds, Does 1-10, NNG, Universal, and Roe Business Entities 1-10 have failed to observe the corporate or limited liability company formalities.

FIRST CLAIM FOR RELIEF

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

(By Plaintiff Against All Defendants)

43. Plaintiff repeats and re-alleges herein by reference each and every allegation set forth in the preceding paragraphs as though fully set forth herein.

44. Plaintiff was at all relevant times and currently is the owner of Zip Zap Auto, including all equipment, assets, and intellectual property pertaining to Zip Zap Auto.

45. Mereora, Mulkins, Ion, Grozav, Alisa, Reynolds and Does 1-10 removed the computer and hard drive from Zip Zap Auto, which belong to Plaintiff and contain Zip Zap Auto's confidential customer list.

46. Zip Zap Auto's confidential customer list, which belongs to Plaintiff, constitutes a trade secret. Indeed, the confidential 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.

47. Plaintiff took adequate measures to maintain the confidential customer list as trade secret not readily available for use by others. Indeed, it took adequate measures and maintained the information on this list as trade secrets, which secrecy was guarded by, among other means, lock-and-key in the back office available only to management and login and strictly guarded password access through the computer system. The confidential customer list was not available to anyone that did not have the key to the back office or the login and password information.

48. Defendants knew or had reason to know that Plaintiff kept the Zip Zap Auto customer list confidential. By intentionally stealing the confidential customer list without Plaintiff's consent, Defendants knew or had reason to know that their actions were wrongful and would cause injury to Plaintiff. Nonetheless, Defendants exploited the trade secret information

1 through use, disclosure, or non-disclosure of the use of the trade secrets for their own use and
2 personal gain.

3 49. Defendants knew that Plaintiff kept the confidential customer list secret and
4 Defendants knew they had a duty not to disclose or steal the customer list, but did so anyway.
5 Defendants used, and continue to use, the confidential customer list that they misappropriated
6 from Plaintiff for their own personal benefit and to the detriment of Plaintiff.

7 50. Defendants' misappropriation of Plaintiff's confidential customer list was willful
8 and intentional and was done to interfere and harm Plaintiff and its business, as well as to obtain
9 an unfair competitive advantage for Defendants and their competing business ventures.

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

12 52. Based on the intentional, willful, and malicious conduct of Defendants, punitive
13 damages should be awarded in favor of Plaintiff at the discretion of the court.

14 53. In order to prosecute this action, Plaintiff had to retain attorneys to represent it,
15 and Plaintiff is entitled to fair and reasonable attorneys' fees associated with protecting its rights.

16 **SECOND CLAIM FOR RELIEF**

17 **(Deceptive Trade Practices and Unfair Competition (N.R.S. § 598.0915 *et seq.*))**

18 **(By Plaintiff Against All Defendants)**

19 54. Plaintiff repeats and re-alleges herein by reference each and every allegation set
20 forth in the preceding paragraphs as though fully set forth herein.

21 55. Plaintiff uses, and at all relevant times used, the words and mark "Zip Zap Auto"
22 in conjunction with the sale of the goods and services in the auto repair industry in the Las
23 Vegas, Nevada area.

24 56. Defendants' acts as alleged herein disparage the goods, services, and business of
25 Plaintiff by false or misleading representation of fact. More particularly, Defendants have posted
26 multiple fake negative customer reviews that were not authored or approved by any actual
27 customers. Instead, Defendants used the confidential customer list to identify some former and
28 current customers of Plaintiff and falsely made posts with negative and disparaging reviews and

1 comments about Plaintiff in an attempt to drive business away from Plaintiff.

2 57. Defendants' acts constitute misappropriation, unfair competition, defamation, and
3 unjust enrichment of Defendants; all in violation of Plaintiff's rights at common law and under
4 the law of the State of Nevada.

5 58. Defendants' acts have harmed Plaintiff's reputation, severely damaged their
6 goodwill, and upon information and belief, have diverted sales away from Plaintiff's business.

7 59. Defendants' acts have caused and will continue to cause great and irreparable
8 injury to Plaintiff; unless Defendants are restrained by this Court, Plaintiff will continue to suffer
9 great and irreparable injury.

10 60. Plaintiff has no adequate remedy at law.

11 61. Plaintiff has suffered damages as result of Defendants' actions in an amount to be
12 proven at trial.

13 62. Plaintiff is entitled to an award of attorneys' fees and costs as damages pursuant
14 to statute.

15 **THIRD CLAIM FOR RELIEF**

16 **(Defamation)**

17 **(By Plaintiff Against Mereora, Mulkins, Ion, Grozav, Alisa, Reynolds, and Does 1-10)**

18 63. Plaintiff repeats and re-alleges herein by reference each and every allegation set
19 forth in the preceding paragraphs as though fully set forth herein.

20 64. Mereora, Mulkins, Ion, Grozav, Alisa, Reynolds, and Does 1-10 called the
21 customers on Plaintiff's confidential customer list and made false and defamatory statements
22 they represented as facts that tended to lower Plaintiff in the community, that excited derogatory
23 opinions about Plaintiff and caused the customers to hold Plaintiff up to contempt. Indeed, the
24 false statements of fact were intended to injure, and actually caused injury, to Plaintiff in its
25 trade, business, and profession.

26 65. The customers who received Mereora, Mulkins, Ion, Grozav, Alisa, Reynolds,
27 and Does 1-10's published statements did not know that the statements were false.

28 66. Mereora, Mulkins, Ion, Grozav, Alisa, Reynolds, and Does 1-10 knew the

1 statements were false when they made them. In fact, Mereora, Mulkins, Ion, Grozav, Alisa,
2 Reynolds, and Does 1-10 made the false statements of fact in an attempt to cause Plaintiff's
3 customers to stop doing business with Plaintiff and to instead do business with Defendants.

4 67. Mereora, Mulkins, Ion, Grozav, Alisa, Reynolds, and Does 1-10 made the false
5 and disparaging statements to interfere with the good will associated with Plaintiff in the
6 automotive repair business.

7 68. Plaintiff did not consent to Mereora, Mulkins, Ion, Grozav, Alisa, Reynolds, and
8 Does 1-10's actions.

9 69. No privilege exists related to the statements and comments made by Mereora,
10 Mulkins, Ion, Grozav, Alisa, Reynolds, and Does 1-10.

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

13 71. Based on the intentional, willful, and malicious behavior of Mereora, Mulkins,
14 Ion, Grozav, Alisa, Reynolds, and Does 1-10, and each of them, punitive damages should be
15 awarded at the discretion of the court.

16 72. In order to prosecute this action, Plaintiff had to retain attorneys to represent it,
17 and it is entitled to fair and reasonable attorneys' fees associated with protecting its rights.

18 **FOURTH CLAIM FOR RELIEF**

19 **(Intentional Interference with Prospective Economic Advantage)**

20 **(By Plaintiff Against All Defendants)**

21 73. Plaintiff repeats and re-alleges herein by reference each and every allegation set
22 forth in the preceding paragraphs as though fully set forth herein.

23 74. Plaintiff had prospective contractual relationships with the established customers
24 at Zip Zap Auto based on the confidential customer list.

25 75. Defendants knew that Plaintiff had prospective contractual relationships with its
26 established customers on the confidential customer list.

27 76. Plaintiff is informed and believes, and thereon alleges, that Defendants contacted
28 the customers on Plaintiff's confidential customer list with the intent to harm Plaintiff and its

1 business by preventing the relationship, making defamatory and disparaging statements about
2 Plaintiff and directing Plaintiff's customers away from Plaintiff's business and instead to the
3 competing business operated by Defendants.

4 77. Defendants' acts were intended or designed to disrupt Plaintiff in order for
5 Defendants to gain a prospective economic advantage.

6 78. Defendants' actions have disrupted or were intended to disrupt Plaintiff's business
7 by, among other things, diverting customers away from Plaintiff's business and instead to
8 Defendants' business.

9 79. Defendants had no legal right, privilege, or justification for their conduct.

10 80. As a direct and proximate result of the foregoing, Plaintiff has been damaged, and
11 will continue to suffer damages, in an amount in excess of \$15,000, said amount to be
12 determined at trial.

13 81. Based on the intentional, willful, and malicious behavior of Defendants, and each
14 of them, punitive damages should be awarded at the discretion of the court.

15 82. In order to prosecute this action, Plaintiff had to retain attorneys to represent it,
16 and it is entitled to fair and reasonable attorneys' fees associated with protecting its rights.

17 **FIFTH CLAIM FOR RELIEF**

18 **(Civil Conspiracy)**

19 **(By Plaintiff Against Mereora, Mulkins, Ion, Grozav, Alisa, Reynolds, and Does 1-10)**

20 83. Plaintiff repeats and re-alleges herein by reference each and every allegation set
21 forth in the preceding paragraphs as though fully set forth herein.

22 84. Plaintiff is informed and believes, and thereon alleges, that in March 2020,
23 Universal was incorporated with the Nevada Secretary of State. Upon information and belief, at
24 all times thereafter defendants Mereora, Mulkins, Grozav, Ion, Alisa, Reynolds, and Does 1-10
25 were and are the owners, members, and managers of Universal.

26 85. Plaintiff is informed and believes, and thereon alleges, that Mereora, Mulkins,
27 Ion, Grozav, Alisa, Reynolds, and Does 1-10, and each of them, concocted and entered into a
28 conspiracy with each other, and potentially others, to defame, disparage, and otherwise

wrongfully interfere with Plaintiff's business.

86. Mereora, Mulkins, Ion, Grozav, Alisa, Reynolds, and Does 1-10, and each of them, acted in concert to steal equipment owned by Plaintiff, and to steal Plaintiff's confidential customer list.

87. In furtherance of the conspiracy, Mereora, Mulkins, Ion, Grozav, Alisa, Reynolds, and Does 1-10, and each of them, contacted Plaintiff's customers using the stolen customer list to defame, disparage, and hold Plaintiff in a false light in front of their customers.

88. Plaintiff is informed and believes, and thereon alleges, that in furtherance of the conspiracy Mereora, Mulkins, Ion, Grozav, Alisa, Reynolds, and Does 1-10, and each of them, contacted Plaintiff's customers using the stolen customer list to interfere with Plaintiff's expected economic advantage.

89. Mereora, Mulkins, Ion, Grozav, Alisa, Reynolds, and Does 1-10, and each of them, misappropriated Plaintiff's confidential customer list and used it to compete directly with Plaintiff and its business operating as Zip Zap Auto by directly contacting customers on the list and by making false and disparaging public comments about Plaintiff, and attributing those comments to actual customers identified on the customer list.

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

91. In order to prosecute this action, Plaintiff had to retain attorneys to represent them, and it is entitled to fair and reasonable attorneys' fees associated with protecting those rights.

SIXTH CLAIM FOR RELIEF

(Conversion/Trespass to Chattel)

(By Plaintiff Against All Defendants)

92. Plaintiff repeats and re-alleges herein by reference each and every allegation set forth in the preceding paragraphs as though fully set forth herein.

93. At all times relevant to the claims asserted herein, Plaintiff was the sole owner of

1 all equipment contained inside Zip Zap Auto.

2 94. At no time were Defendants, or any of them, the legal or equitable owner of any
3 of the equipment contained inside the Zip Zap Auto location.

4 95. Plaintiff is informed and believes, and thereon alleges, that Defendants, and each
5 of them, intentionally disposed of, destroyed, ruined, damaged, absconded with, spoiled, and
6 otherwise converted the equipment from Zip Zap Auto for the benefit of themselves, and in
7 derogation of Plaintiff's rights.

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

10 97. In order to prosecute this action, Plaintiff had to retain attorneys to represent
11 them, and it is entitled to fair and reasonable attorneys' fees associated with protecting those
12 rights.

13 **SEVENTH CAUSE OF ACTION**

14 **Unjust Enrichment**

15 **(By Plaintiff Against All Defendants)**

16 98. Plaintiff repeats and re-alleges herein by reference each and every allegation set
17 forth in the preceding paragraphs as though fully set forth herein.

18 99. Plaintiff is entitled to recover value of the business Defendants unjustly earned by
19 intentionally misleading the public and by misappropriating Plaintiff's trade secrets.

20 100. Specifically, Plaintiff is informed and believes, and thereon alleges, that
21 Defendants used Plaintiff's confidential trade secret information to represent to the public that
22 disparaging fake reviews about Zip Zap Auto are authored or authorized by actual Zip Zap Auto
23 customers when that is not true.

24 101. Further, Plaintiff is informed and believes, and thereon alleges, that Defendants
25 misappropriated the trade secret information consisting of the confidential customer lists for the
26 purpose of directly soliciting business from Plaintiff's customers.

27 102. Plaintiff is informed and believes, and thereon alleges, that Defendants earned
28 profits as a result of these misrepresentations and misappropriations.

103. As a direct and proximate cause of Defendants' actions, Defendants have knowingly received and retained an improper benefit which in equity and good conscience belongs to Plaintiff, in an amount to be proven at trial.

104. Plaintiff was required to obtain the services of an attorney to pursue these claims, and therefore seeks reimbursement of the attorneys' fees and costs incurred in this action.

PRAYERS FOR RELIEF

WHEREFORE, Plaintiff pray for judgment against Defendants, and each of them, jointly and severally, as follows:

On the FIRST CAUSE OF ACTION:

1. For damages in an amount to be proven at trial;
2. For injunctive relief enjoining Defendants from further misappropriating Plaintiff's trade secrets;
3. For punitive and exemplary damages according to proof; and
4. For such other and further relief as the Court may deem proper.

On the SECOND CAUSE OF ACTION:

1. For damages in an amount to be proven at trial;
2. For reasonable expenses, including attorneys' fees, pursuant to NRS 598.0915;
3. For injunctive relief enjoining Defendants from further engaging in deceptive trade practices; and
4. For such other and further relief as the Court may deem proper.

On the THIRD CAUSE OF ACTION:

1. For damages in an amount to be proven at trial;
2. For punitive and exemplary damages according to proof; and
3. For such other and further relief as the Court may deem proper.

On the FOURTH CAUSE OF ACTION:

1. For damages in an amount to be proven at trial;
2. For punitive and exemplary damages according to proof;
3. For such other and further relief as the Court may deem proper.

1 On the **FIFTH CAUSE OF ACTION:**

- 2 1. For damages in an amount to be proven at trial;
- 3 2. For punitive and exemplary damages according to proof;
- 4 3. For such other and further relief as the Court may deem proper.

5 On the **SIXTH CAUSE OF ACTION:**

- 6 1. For damages in an amount to be proven at trial;
- 7 2. For such other and further relief as the Court may deem proper.

8 On the **SEVENTH CAUSE OF ACTION:**

- 9 1. For restitution in the amount Defendants were unjustly enriched at the expense of
10 Plaintiff, to be proven at trial; and
- 11 2. For such other and further relief as the Court may deem proper.

12 On **ALL CLAIMS FOR RELIEF:**

- 13 1. For damages in an amount to be proven at trial;
- 14 2. For an award of reasonable attorneys' fees and costs; and
- 15 3. For such other and further relief as the Court deems just and proper.

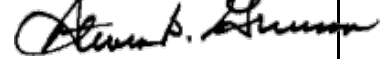
16
17 **DATED** this 2nd day of June 2021

18
19 **ENENSTEIN PHAM & GLASS**

20 

21 _____
22 ROBERT A. RABBAT, ESQ.
23 Nevada Bar No. 12633
24 Email: rrabbat@enensteinlaw.com
25 11920 Southern Highlands Parkway, Suite 103
26 Las Vegas, NV 89141
27 *Attorneys for Plaintiff SLC LLC*
28

EXHIBIT “D”



MOT
WILICK LAW GROUP
MARSHAL S. WILICK, ESQ.
Nevada Bar No. 002515
3591 E. Bonanza Road, Suite 200
Las Vegas, NV 89110-2101
Phone (702) 438-4100; Fax (702) 438-5311
email@wilicklawgroup.com
Attorney for Plaintiff

**DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA**

HAMID SHEIKHAI,
Plaintiff,

vs.

VICTOR BOTNARI,
Defendant.

CASE NO: D-18-575686-L
DEPT. NO: R

DATE OF
HEARING:
TIME OF
HEARING:

ORAL ARGUMENT

Yes ____ No X

NOTICE: YOU ARE REQUIRED TO FILE A WRITTEN RESPONSE TO THIS MOTION WITH THE CLERK OF THE COURT AND TO PROVIDE THE UNDERSIGNED WITH A COPY OF YOUR RESPONSE WITHIN FOURTEEN (14) DAYS OF YOUR RECEIPT OF THIS MOTION. FAILURE TO FILE A WRITTEN RESPONSE WITH THE CLERK OF THE COURT WITHIN TEN (10) DAYS OF YOUR RECEIPT OF THIS MOTION MAY RESULT IN THE REQUESTED RELIEF BEING GRANTED BY THE COURT WITHOUT HEARING PRIOR TO THE SCHEDULED HEARING DATE.

MOTION TO SUSPEND MONTHLY PAYMENTS TO DEFENDANT

I. INTRODUCTION

The COVID-19 pandemic has had a steeply negative affect on Hamid's business interests, and he is no longer able to afford the "unclassified" \$10,000 monthly payment to Victor each month previously ordered by the Court. Hamid

1 requests the Court suspend the payments to Victor until the pandemic ends and
2 Hamid's financial situation improves.

3 4 **II. FACTS**

5 The Court is familiar with the facts and underlying disputes in this case, so
6 only facts relevant to the \$10,000 monthly payments will be repeated.

7 On September 18, 2018, Victor filed the *Motion to Vacate the Decree of*
8 *Annulment et al*, which initiated the instant litigation. Victor's *Motion* requested the
9 Court adjudicate the parties' property rights to award him his rightful share of the
10 alleged "community" assets, but never mentioned the existence of a promissory note.

11 Hamid's *Opposition* to Victor's *Motion* filed on October 8, 2018, discussed the
12 existence of the note which purports to require Hamid to make \$10,000 per month
13 payments to Victor commencing June, 2018. Hamid detailed that he attempted to pay
14 Victor the payments starting in June, but was unaware how to do so, given Victor had
15 told Hamid he had fled the U.S. to go back to Moldova. Unable to physically deliver
16 the agreed payments, Hamid put \$10,000 per month into a "good faith" account held
17 for Victor.

18 After Victor's *Motion* was filed, Hamid tried to discuss the note with Victor
19 and his attorney, Mr. Leventhal, but they refused to discuss it, taking the position that
20 the note was "not worth the paper it was written on."¹

21 On October 15, 2018, Victor filed a *Reply* to Hamid's *Opposition*, again
22 alleging that there was "joint property" to divide, and again not mentioning or
23 acknowledging the existence of the promissory note.

24 The parties attended Court on Victor's *Motion* on October 16, 2018. During
25 the hearing, Mr. Leventhal repeatedly (and baselessly) claimed that the promissory
26 note was "bogus," stating on the record:

27
28 ¹ See *Affidavit of Hamid Sheikhai*, attached to the *Opposition to Motion to Vacate the Decree of Annulment et al* filed on October 8, 2018, page 11-12.

1 The account to which [Hamid] claims he is putting money in for my client,
2 that's a bogus account. That's in his name too. It's purely bogus, it's in his
3 name. He wrote up a bogus IOU, and then he puts money into a bogus
4 account.

5 Later in the hearing, Mr. Leventhal referred to the promissory note as a "sham."

6 The Court ordered Hamid to "continue" to making the \$10,000 payments to
7 Victor at the October 16 hearing, but did not classify the payments. The order states:
8 "Hamid shall continue to pay \$10,000 to Victor, and make payment directly to
9 Attorney Leventhal's office."²

10 At the hearing on December 3, Hamid's counsel, Mr. Willick, informed the
11 Court that he believed the promissory note to be valid, but that if the Court found,
12 after reviewing the financial evidence, that there was a substantial misrepresentation
13 as to the value of the assets, the court could set aside the promissory note and
14 distribute the true value of the assets to the parties.

15 Mr. Leventhal responded at the hearing by again baselessly claiming that the
16 promissory note was invalid and meaningless:

17 Look at Exhibit 1 of their paper, Judge. It's called the promissory note secured
18 by personal debt. This is their deal. Okay. It indicates that – and this was
19 done in May. So the annulment that was done in March says there's no
20 community assets to be had and yet not until May some bogus promissory note
21 that, one; is not signed by Mr. Botnari, comes up. Two; it's after the
22 annulment was filed. So there was clearly community assets that needed to be
23 divvied up ... The promissory note has a term that says this note is open ended
24 and has no term. Well, no term? One; it's unsecured, two; it's – it's mean –
25 *it's a meaningless piece of paper...*

26 One, the principal amount of a million dollars. One – notice that it says May
27 27th which was well after the annulment was filed. *So that makes it bogus.*
28 Two; if you go down to the second paragraph, it says this note is open ended
and has no term which is ridiculous. Three; and most importantly, I think, this
note shall be governed by the laws of the state of California. California. So
the – where – what – what affect does this have on anything? *It's meaningless.*

29 The Court weighed in on the promissory note at the December 3 hearing as
30 well, indicating that it was not addressing even the jurisdiction for enforcement or
31 validity of the promissory note:

² Amended order from October 16 Hearing filed January 15, 2019.

1 the Court did not need to – did not specifically adopt the promissory note and
2 is not adopting it at this point necessarily and is also not dealing either with –
3 whether it has the jurisdiction to deal with the promis – address the promissory
note or whether that’s limited to California or whether the Court has the ability
to enforce it. ...

4 That doesn’t mean the Court’s adopting the promissory note or even indicating
5 – the Court’s not even indicating whether it has the jurisdiction to enforce it

6 ...
I think there’s serious implications here if [Victor] invokes that only California
7 has jurisdiction to enforce or by extension even to make rulings or findings or
entertain evidence relative not just to the enforcement but to the – the
8 formation of the contract, et cetera. if that’s how extensive you’re arguing the
jurisdiction issue for – for California, that would make it very difficult for
9 Defendant to demonstrate any of the financial terms or everything that went
down between the parties, but if the parties however stipulate that this – that
this Court has no jurisdiction to enforce or consider the promissory note, then
I guess there could be a shortcut to everything.

10 There was no stipulation, then or at any other time. The Court again reinforced
11 that it would not make a decision on the character of the \$10,000 per month
12 payments, stating in the *Order from the December 3 Hearing*:

13 Classification of the \$10,000 per month payment is deferred.³

14 At the January 14 hearing, the Court *again* ruled it would not classify the
15 \$10,000 payments, stating in the *Order from the January 14 Hearing*:

16 The classification of the \$10,000 per month Hamid is paying to Victor is
17 deferred to trial.

18 Hamid continued to make the \$10,000 monthly payments on time through
19 February 2020, when the COVID-19 pandemic created a national State of Emergency
20 in Nevada. To recap the relevant *Declaration of Emergency Directives* and
21 *Administrative Orders* issued since then:

22 -On March 12, Governor Sisolak declared Nevada was in a state of
23 emergency due to the COVID-19 pandemic in a *Declaration of*
24 *Emergency for COVID-19*.

25 -On March 13, President Trump decelerated a nationwide emergency
26 pursuant to the Stafford Act.

27
28

³ *Order from the December 3 Hearing*, page 2, subsection 3.

- 1 -On March 15, Governor Sisolak issued an emergency directive closing
2 all schools, public or private, effective March 16, 2020.
- 3 -On March 17, Governor Sisolak issued an emergency directive
4 prohibiting gaming activity and operations effective March 17.
- 5 -On March 20, Governor Sisolak issued an emergency directive closing
6 all non-essential businesses and on-site dining in restaurants and fast
7 food establishments effective March 20.
- 8 -On March 20, the Eighth Judicial Courts issued *Administrative Order*
9 20-09, ruling that any writs of execution or writs of garnishment ordered
10 by the court prior to the *Administrative Order* are stayed. Writs of
11 execution or garnishment issued on or after the date of the
12 *Administrative Order* are also stayed until the order is lifted.
- 13 -On March 24, Governor Sisolak issued an emergency directive
14 prohibiting the Nevada general public from gathering in groups of 10 or
15 more and abide by social distancing practices of maintaining a six-foot
16 distance between persons in public spaces.
- 17 -On March 31, Governor Sisolak issued a *Stay at Home Order* directing
18 Nevadans to remain in their homes subject to certain limited exceptions.

19 Hamid's automotive businesses were severely affected by the pandemic. His
20 automotive shop, Zip Zap Auto, for example, had *one-tenth* the gross receipts from
21 March to April this year that it had during the same period a year ago. Hamid's
22 personal financial condition has dramatically declined accordingly; he is taking home
23 a fraction of his prior income.

24 Hamid applied for the SBA Loan Disaster Relief four different times and has
25 received four application numbers, but has not yet received a response or any
26 financial relief. Hamid also applied for the Federal PPP Program and FEMA, both
27 of which resulted in error notifications. He tried to contact the government to look
28

1 into the problem, but has been unsuccessful reaching anyone. One time he was on
2 hold for five hours and then disconnected.

3 Hamid did not pay Victor the \$10,000 payments for March, April, or May.
4

5 **III. ARGUMENT**

6 This is, conservatively, the worst disaster in our lifetimes, and the entire United
7 States, including Nevada, is in a declared State of Emergency. Given the broad
8 closure of most businesses and schools, as well as the *Stay at Home Order*, fewer
9 Nevadans are driving or using automotive businesses, causing Hamid a steep decline
10 in business revenue. Governor Sisolak's orders, as well as the Administrative Orders
11 from the Eighth Judicial District Court, anticipate the need for emergency relief from
12 financial obligations.

13 As detailed above, on March 20, *Administrative Order 20-09* was issued
14 putting a stay on all Writs of Execution or Writs of Garnishment ordered by the Court
15 prior or after the date of the *Administrative Order* due to the high number of debtors
16 defaulting on loans in the midst of the pandemic.

17 On March 29, Governor Sisolak issued an *Declaration of Emergency Directive*
18 that tenants cannot be served with a notice to vacate, notice to pay or quit, eviction,
19 foreclosure action, or other proceeding involving default on a contractual obligation
20 based upon a lease or mortgage. It also states that after the expiration of the State of
21 Emergency relating to COVID-19, borrowers, lenders, tenants, and landlords are
22 encouraged to "negotiate payment plans or other agreements" to cure any defaults or
23 missed payments resulting from financial hardship resulting from the COVID-19
24 pandemic.

25 Additional and amended *Administrative Orders* and *Declarations of*
26 *Emergency Directives* continue to be issued by the Courts and Governor Sisolak
27 extending prior deadlines for stays on garnishments/writs and providing additional
28 relief to struggling debtors.

Given this unprecedented pandemic leading to a national and local State of Emergency, as well as the sharp decline in revenue as a result of the pandemic, Hamid requests the Court suspend his \$10,000 monthly payments to Victor ordered as “unclassified payments” previously in this case until the financial crisis brought on by COVID-19 passes.

IV. CONCLUSION

Hamid respectfully requests the Court enter the following orders:

1. Suspending his \$10,000 monthly payments to Victor commencing March 2020 when the Governor declared a State of Emergency.
2. For any further orders this Court deems just and proper.

DATED this 5th day of May, 2020.

WILICK LAW GROUP

/s/ Lorian K. Cole

MARSHAL S. WILLICK, ESQ.
Nevada Bar No. 2515
LORIEN K. COLE, ESQ.
Nevada Bar No. 11912
3591 E. Bonanza Road, Suite 200
Las Vegas, Nevada 89110-2101
(702)438-4100; Fax (702)438-5311
Attorney for Plaintiff

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

2
3

4

5
6
7
8

90

1

3

4

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of the WILICK LAW GROUP and that on this 5th day of May, 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:

Todd M. Leventhal, Esq.
Leventhal & Associates
626 S. Third St.
Las Vegas, NV 89101
leventhalandassociates@gmail.com
Attorney for Defendant

Fred Page, Esq.
Page Law Firm
6930 South Cimarron Road, Suite 140
Las Vegas, NV 89113
fpagelawoffices.com

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Bradley J. Hofland, Esq. (Bar No. 6343)
Hofland & Tomscheck
228 South Fourth Street, 1st Floor
Las Vegas, NV 89101
bradh@hoflandlaw.com

/s/ Mallory Yeargan

Employee of the WILICK LAW GROUP

P:\wp19\SHEIKHALI\H\DRAFTS\00437979.WPD\lc

Mallory Yeargan

From: Lorien Cole
Sent: Monday, May 04, 2020 12:52 PM
To: Mallory Yeargan; Marshal Willick
Subject: Email to attach to Sheikhai motion

From: Hamid <[REDACTED]>
Sent: Monday, May 04, 2020 12:50 PM
To: Lorien Cole <lorien@willicklawgroup.com>
Cc: Marshal Willick <marshal@willicklawgroup.com>; Mallory Yeargan <mallory@willicklawgroup.com>
Subject: Re: Motion to suspend payments for your review

Hi Lorien,

I hereby authorize you to E-Sign the declarations.

Thanks,
Hamid

Hamid Sheikhai
10524 Visibility Court
Las Vegas NV 89129-4602
Cell: (925) 548-9000
Work: (702) 644-1400
Fax: (702) 644-1111
HamidSheikhai@gmail.Com

"Nobody cares how much you know, until they know how much you care."

MOFI

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

HAMID SHEIKHAI ,)

Plaintiff/Petitioner)

-v.-)

VICTOR BOTNARI ,)

Defendant/Respondent)

Case No. D-18-575686-L

Department R

**MOTION/OPPOSITION
FEE INFORMATION SHEET**

Notice: Motions and Oppositions filed after entry of a final order issued pursuant to NRS 125, 125B or 125C are subject to the reopen filing fee of \$25, unless specifically excluded by NRS 19.0312. Additionally, Motions and Oppositions filed in cases initiated by joint petition may be subject to an additional filing fee of \$129 or \$57 in accordance with Senate Bill 388 of the 2015 Legislative Session.

Step 1. Select either the \$25 or \$0 filing fee in the box below.

- ☐ **\$25** The Motion/Opposition being filed with this form is subject to the \$25 reopen fee.
- Or-
- ☒ **\$0** The Motion/Opposition being filed with this form is not subject to the \$25 reopen fee because:
- ☒ The Motion/Opposition is being filed before a Divorce/Custody Decree has been entered.
- ☐ The Motion/Opposition is being filed solely to adjust the amount of child support established in a final order.
- ☐ The Motion/Opposition is for reconsideration or for a new trial, and is being filed within 10 days after a final judgment or decree was entered. The final order was entered on _____
-
- ☐ Other Excluded Motion (must specify) _____

Step 2. Select the \$0, \$129 or \$57 filing fee in the box below.

- ☒ **\$0** The Motion/Opposition being filed with this form is **not** subject to the \$129 or the \$57 fee because:
- ☒ The Motion/Opposition is being filed in a case that was not initiated by joint petition.
- ☐ The party filing the Motion/Opposition previously paid a fee of \$129 or \$57.
- Or-
- ☐ **\$129** The Motion being filed with this form is subject to the \$129 fee because it is a motion to modify, adjust or enforce a final order.
- Or-
- ☐ **\$57** The Motion/Opposition being filing with this form is subject to the \$57 fee because it is an opposition to a motion to modify, adjust or enforce a final order, or it is a motion and the opposing party has already paid a fee of \$129.

Step 3. Add the filing fees from Step 1 and Step 2.

The total filing fee for the motion/opposition I am filing with this form is:

X \$0 ☐ **\$25** ☐ **\$57** ☐ **\$82** ☐ **\$129** ☐ **\$154**

Party filing Motion/Opposition: Willick Law Group Date: 5/5/20

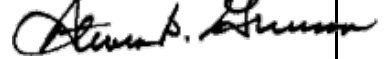
Signature of Party or Preparer: /s/ Mallory Yeargan

P:\wp19\SHEIKHAI,H\DRAFTS\00438509.WPD\my

DEF000044

ROA000819

EXHIBIT “E”



OPPS
WILICK LAW GROUP
MARSHAL S. WILICK, ESQ.
Nevada Bar No. 2515
3591 E. Bonanza Road, Suite 200
Las Vegas, NV 89110-2101
Phone (702) 438-4100; Fax (702) 438-5311
email@wilicklawgroup.com
Attorney for Plaintiff

**DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA**

HAMID SHEIKHAI,
Plaintiff,

vs.

VICTOR BOTNARI,
Defendant.

CASE NO: D-18-575686-L
DEPT. NO: R

DATE OF HEARING: 12/15/20
TIME OF HEARING: 10:00 A.M.

**PLAINTIFF'S OPPOSITION TO
"DEFENDANT'S MOTION TO AMEND OR MAKE ADDITIONAL
FINDINGS OF FACT; TO ALTER OR AMEND THE JUDGMENT;
TO SET EVIDENTIARY HEARING TO ADDRESS PLAINTIFF'S
FRAUD; AND TO CORRECT CLERICAL ERROR(S) OF THE
COURT, AND RELATED RELIEF"
AND
COUNTERMOTION FOR ATTORNEY'S FEES AND COSTS**

I. INTRODUCTION

Disregarding and disrespecting this Court's previous orders, and ignoring this Court's clear direction on October 15 that it considered the matter settled, and that any further mention should be confined to a request in the filings leading up to the

1 upcoming January 21, 2021, “scope hearing,”¹ Victor has once *again* trotted out
2 identical unsubstantiated and knowingly false allegations, accusations, and insults to
3 counsel that have been rejected at least three times by this Court (as well as at least
4 three other courts), in yet another repetitive serial motion.

5 This most recent filing goes beyond the maxim “if at first you don’t succeed,
6 try, try again” as Victor’s mantra for this litigation; it has reached the point of
7 vexatious litigation and abuse of process. This Court and the Ninth Judicial District
8 Court have collectively *denied Victor’s request to set aside the annulment four*
9 *times*, in three different court orders.²

10 Given Victor’s relentless attempts to endlessly replicate the same, already-
11 ruled-upon issues, and multiply fees to try to make this litigation unaffordable for
12 Hamid, Hamid request an *Order* identifying Victor as a vexatious litigant that
13 requires the Court to review his pleadings for any “potential merit” prior to requiring
14 us to respond, to determine whether such a response is even necessary. Hamid also
15 requests his full attorney’s fees for this repetitive go-around.

16
17
18 ¹ See Exhibit 1, the draft *Order from the October 15, 2020 Hearing*. The Court could hardly
19 have been any more clear:

20 The Court, having jurisdiction to do so, hereby *finds* that the Court already definitively ruled
21 on the issue of setting aside the annulment and/or whether the annulment stands, and if the
22 parties felt the Court was wrong and/or that it lack sufficient findings, they could and should
23 have, and did to some large extent, petition the Ninth Judicial District and/or the Appellate
24 Courts for ruling on this matter.

25 The Court, having jurisdiction to do so, hereby *orders* that the Court already definitively
26 ruled on the issue of setting aside the annulment and/or whether the annulment stands, and
27 if the parties felt the Court was wrong and/or that it lack sufficient findings, they could and
28 should have, and did to some large extent, petition the Ninth Judicial District and/or the
Appellate Courts for ruling on this matter.

² The fourth *Order* denying Victor’s request to set aside is currently in draft form, as Exhibit
1.

TABLE OF CONTENTS

I.	INTRODUCTION	1
II.	FACTS	5
III.	LEGAL ARGUMENT	14
A.	Victor Failed to Timely Request Reconsideration of Any Orders	14
B.	Victor’s Requested Relief is Barred by his Admission Under Oath	16
C.	Victor’s Requested Relief is Barred by Judicial Estoppel	16
D.	Victor’s Requested Relief is Barred by <i>Res Judicata</i> (Issue Preclusion)	17
E.	Victor’s Requested Relief is Barred by Claim Preclusion	19
F.	Victor’s Request for Set Aside Under NRCP 60(b) Should Be Denied	20
G.	There Was No “Unjust Result”	22
H.	The Parties’ <i>Joint Petition for Annulment</i> Was a Stipulated Settlement	23
I.	Victor’s Request Is to Violate the Nevada Rules of Civil Procedure	25
J.	This Court Should Not Set Aside the Annulment	26
K.	Victor’s Bizarre and Meaningless Fixation on this Court’s “Jurisdiction”	29
L.	The Court Does Not Need to “Reopen” Any Financial Issues	30
IV.	COUNTERMOTION	32
A.	Victor Should be Designated a Vexatious Litigant	32
1.	History of Vexatious Litigants Lists	33
2.	The Nevada Rule	34
3.	Showing Of Vexatious Filings	35

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

4. Court Access Restrictions Should Be Ordered. 35

B. Hamid is Entitled to Attorney’s Fees. 37

V. CONCLUSION. 40

POINTS AND AUTHORITIES

II. FACTS

Victor's "statement of facts" is a gallimaufry,³ including dozens of pages of argument and alleged points of procedure, liberally laced with naked allegations bearing no relation to the actual facts of this case. His purported "fact" section runs an amazing 27 pages before reaching what he calls a "legal analysis."

The actual relevant facts in this case have largely been previously presented and rehashed, but we will give the Court as short as possible of a re-re-re-recitation of the facts most relevant to Victor's current motion, including some additional bits that have come to light during the discovery process. Our prior factual statements are incorporated by reference.

Victor and Hamid met through Hamid's ex-wife, who called Hamid and told him that Victor was an employee of hers, living in New Mexico, who was desperate for work and was denied a green card because Aspen Melensky, a woman he paid \$10,000 to marry him, withdrew her petition and an immigration agent had visited her shop showing a picture of Victor and asking if anyone knew where he was. Hamid hired Victor to work at Hamid's automotive business called Zip Zap Auto. At the time, Victor had no resources or assets, and Hamid was a successful businessman.

After moving to Las Vegas, Victor paid money to and married Michaela R. Adkison, one of Hamid's employees, to attempt to get a green card, but that petition was never completed because she withdrew it. Victor and Michaela then annulled their marriage by summary disposition.⁴

³ A confused jumble or medley of things, or a dish made from diced or minced meat, especially a hash.

⁴ See Case No. D-12-467779-L and Case No. D-14-494628-Z.

1 Victor attempted to get a green card again in 2013, by marrying Gina
2 Vasapollo, a woman who lived in one of Hamid's rentals, but was denied because she
3 broke down during the immigration interview and admitted that Victor was paying
4 her to marry him; the petition was withdrawn by Victor and he was found to have
5 committed a sham marriage.⁵ Victor and Gina got a divorce by summary disposition
6 in April of 2014.⁶

7 Throughout the course of Victor's employment with Hamid, Hamid fell in love
8 with Victor, and agreed to marry him, and agreed to petition a fourth time for Victor
9 to get a green card. Victor submitted an affidavit to immigration stating that he was
10 gay and that's why his three marriages to women had failed,⁷ and convinced Hamid
11 he would be a great partner to him,⁸ and yet he continued to live with women in the
12 house that Hamid bought after the marriage.⁹

13 Although Hamid was blind to Victor's true motives at the time, he later found
14 out that Victor married Hamid solely to get immigration status in the United States.
15 Victor and Hamid were married on May 4, 2014, in San Bernardino, California.
16 Their marriage was never consummated, and they never lived together in the same
17 residence as a married couple. In fact, Victor had several girlfriends during the
18 "marriage" and is professed to be homophobic; he just really wanted a green card.
19
20

21 ⁵ *Id.*

22 ⁶ *Id.*

23 ⁷ See Exhibit 2, *Affidavit of Victor Botnari*, dated June 9, 2016.

24 ⁸ See Exhibit 2.

25
26 ⁹ Victor is currently in the fourth year of a relationship with Nina Grozav who is apparently
27 holding all his assets, including his auto repair business, vehicles, and other valuables in her name
28 so he can falsely claim he is "penniless and homeless."

1 Eventually, Victor learned that the federal authorities were closing in on him
2 for his multiple attempts at immigration fraud, and he began looking for an exit
3 strategy. On March 28, 2018, the parties filed a *Joint Petition for Annulment* in the
4 Ninth Judicial District of Nevada, Douglas County, in case no.: D-18-575686-L, and
5 the *Decree of Annulment* was entered on March 30, 2018, on the *stipulated* ground
6 of Victor's green card fraud.

7 The fraud elements for annulment included Victor admittedly fraudulently
8 inducing Hamid to enter into the marriage for the purposes of obtaining a green card,
9 that the parties never lived together during the purported marriage, and that the
10 marriage was never consummated. Both Victor and Hamid *signed and initialed every*
11 *page* of the Joint Petition for Annulment, swearing that all asserted facts were true.

12 The forms the parties used for the *Joint Petition for Annulment* as well as the
13 *Decree of Annulment* were Ninth Judicial District Court forms.¹⁰ Victor and Hamid
14 were fully aware they were filling out forms that were outside Clark County, and they
15 did so purposefully so it would not be easily accessible to any third parties for privacy
16 purposes, as the Ninth Judicial District Court does not have an efilng database. Both
17 parties agreed to the annulment and its basis, and participated fully in its filing.
18 Filing in the Ninth Judicial District Court was legal and binding; Clark County
19 residents can and frequently do file for divorce or annulment in any county in the
20 State of Nevada.

21
22 ¹⁰ Victor's endless and actually unsupported complaints about the *form* of the annulment
23 filing (as a joint petition) is meritless. There is no Nevada authority stating that an annulment
24 petition may *not* be submitted in the form of a joint petition, and the clerk of the Ninth Judicial
25 District Court found the papers sufficient to file them. The question of format of papers is a matter
26 of local rule, and as the Nevada Supreme Court has pointed out repeatedly, in any event "A party is
27 not bound by the label he puts on his papers. A motion may be treated as an independent action or
vice versa." *Doan v. Wilkerson*, 130 Nev. 449, 328 P.3d 498 (2014), quoting *NC-DSH, Inc., v.*
Garner, 125 Nev. 647, 652, 218 P.3d 853, 857 (2009) (quoting 11 Charles Alan Wright, Arthur R.
Miller & Mary Kay Kane, *Federal Practice and Procedure* § 2868 (2d ed. 1995)).

1 The *Decree of Annulment* was entered on March 30, 2018. No appeal was
2 taken and it is long since final and unappealable.

3 The annulment *Petition* states in detail exactly what the parties would do to
4 separate their financial interests, and both parties swore under oath that all of those
5 recitals are true. The annulment *Decree* expressly ordered a specific financial
6 division, and the parties did exactly what they both swore under oath that they *would*
7 do.

8 Specifically, the *Petition* states (at page 3, lines 13-17):

9 Victor was focused on business and Hamid thought he was trying to be his
10 partner. **They added Victor's name to all Hamid's assets which Victor said**
11 **would strengthen his immigration case so they could stay together and to**
12 **be able to conduct business for one another.** They then filed for Victor's
13 green card based on this marriage in October 2014. **He said it was not to take**
14 **anything that wasn't his.** However, that is not how it has worked out and it
has cost Hamid a lot of money.

15 A few lines later, the *Petition* notes that Victor has profited at Hamid's expense:

16 He has been a consistent part of Hamid's business life but not with good
17 intentions there either. He has taken the profits and burdened Hamid with the
losses.

18 Indeed, the discovery we have been conducting shows that every bit of those
19 recitals – sworn to by both Victor and Hamid – was completely accurate, as will be
20 demonstrated at the upcoming trial. Both parties explicitly waived under oath any
21 right to ever make any claim for spousal support or alimony.

22 The stipulated *Decree* says *exactly* how the parties' property and financial
23 interests are to be divided:

24 “[t]he parties having certified that there are no community assets and no
25 community debts to be adjudicated by this Court . . . [e]ach party shall have
26 affirmed to them as their sole and separate property, the property they
27 brought to the union as individuals.”

1 Then the parties, in a series of transactions, did exactly what they stipulated
2 under oath that they would do. On May 4, Victor transferred all of his assets and
3 extinguished any interest he had in *any* of Hamid’s business affiliations to Hamid,
4 which included a 12% interest in Stone & Stone, LLC.

5 But Victor had secreted a large sum of cash without telling anyone. In early
6 May, unbeknownst to Hamid at the time, Victor gave his girlfriend Nina Grozav
7 \$130,000 in cash to purchase and open a competitor auto shop to Hamid’s business,
8 called “Universal Motorcars.”¹¹

9 On May 18, Hamid executed a Promissory Note to pay Victor \$1 million,
10 together with interest at the rate of twelve percent (12%) per annum, commencing
11 June 15, 2018, and calling for interest-only payments at a rate of \$10,000 per month
12 until the principal was paid. As this Court already knows, discovery and the Jonathan
13 January reports show that the note significantly *over*-compensated Victor for “the
14 property he brought to the union as an individual,” by hundreds of thousands of
15 dollars.

16 On May 20, Victor signed a quit claim deed to Stone & Stone for real property
17 located at 5415 W. Harmon Ave., #1078, Las Vegas, Nevada 89103. Victor’s current
18 *Motion* (at 4) asserts that Hamid acted “fraudulently” because Victor “executed a
19 quitclaim deed into Stone & Stone.” There was and is no fraud of any kind,
20 especially in light of Victor receiving a promissory note for more than he ever
21 contributed. *Victor has collected \$260,000 on his promissory note so far.*

24 ¹¹ This was admitted to by Victor in Court, admitted to by Nina, and admitted to in filings.
25 This Court long ago found that Victor’s claim to being “penniless and homeless” was a lie; the facts
26 made out in two years of discovery show that he has plenty of money to hire four teams of lawyers
27 and file multiple bogus lawsuits, runs a competing auto repair business, and generally has lied about
28 about pretty much everything since he started this litigation.

1 Victor claimed to Hamid he was leaving the country permanently. On June 1,
2 2018, Victor sent a message to Hamid's email address "confirming" that he was at the
3 Los Angeles airport waiting to leave the country forever:

4 Hi Hamid, I'm at LAX, waiting for my flight at the gate.

5 ...

6 Sorry that I did not stopped [sic] to say bye today, had a lot of things to
7 get done. Thank you for everything you've done for me. Hope to see
8 you again one day. Bye!

9 Victor was lying; he *actually* never went anywhere.

10 On June 4, **Victor** filed in Douglas County a document entitled *Defendant's*
11 *Motion to Change Venue; For Defendant's Attorney's Fees and Costs Incurred*
12 *Herein; and Related Matters*, asking the Ninth Judicial District Court to change
13 venue to the Eighth Judicial District Court. Victor's *Motion* argued that he had "post
14 divorce issues," including the division of assets, and that all witnesses and anything
15 to do with his claims were in Clark County. Victor never indicated in his *Motion* that
16 he was planning to set aside any ruling from the Ninth Judicial District Court in his
17 "post divorce" litigation.

18 In Victor's *Reply* filed for that motion on June 25, he again argued for a "post-
19 judgment division of assets," arguing that the *Decree of Annulment* "omitted"
20 property/debts of the parties. He made no mention of "setting aside" or reconsidering
21 any of the orders made in the Ninth Judicial District Court, most especially the
22 annulment status.

23 On August 16, Judge Gregory of the Ninth Judicial District Court issued the
24 *Order Granting Motion to Change Venue*, finding in relevant part that **Victor**
25 "*represents that [he] anticipates filing post-decree motions,*" and *requests the*
26 *venue change "to promote the convenience of witnesses and the ends of justice."*
27 The *Order* granted Victor's request to change venue, transferring the entire matter to
28 this county, and this Court, to hear all further issues. *This was done upon Victor's*

1 *Motion and upon Victor's request upon Victor's allegation that he had "post-*
2 *decree" issues to resolve.*

3 On September 18, Victor changed directions and filed his *first Motion to*
4 *Vacate the Annulment, et al*, in this Court. This was the first time he ever suggested
5 that he intended to try to set aside the entire *Decree of Annulment*.

6 Tired of Victor's games, Hamid finally hired a private investigation firm,
7 DeBecker Investigations, who confirmed to Hamid on November 6 that Victor never
8 left Las Vegas, was *never* in the Los Angeles airport, and that Victor had lied about
9 his location and actions.¹² Mr. DeBecker located Victor living in Las Vegas at 10660
10 Tulip Valley Road, wearing a full disguise, and working full-time at his undisclosed
11 competing auto-shop business, Universal Motorcars in Las Vegas.

12 This Court entertained the issues in their entirety. On December 3, the parties
13 attended Court on the "trial viability" of hearing both the set-aside claim and the
14 financial issues raised in the underlying papers. The Court issued its *FIRST* order
15 ruling that "the marriage between the parties is to remain annulled,"¹³ and vacated all
16 trial dates, with the understanding that discovery may yield information related to the
17 division of allegedly omitted assets, but there was insufficient information at that time
18 to determine the merits of the property division claims.

19 On January 14, 2019, this Court issued its *SECOND Order* denying Victor's
20 request to set aside the annulment, emphatically ordering that "The annulment
21 stands."¹⁴ No requests for reconsideration were filed by Victor in response to the
22 Court's rulings on both December 3 and January 14. No objections were made, or
23

24 ¹² Up to that point, Victor had not appeared in person in the family court litigation, only over
25 the telephone, keeping up the pretense that he was elsewhere.

26 ¹³ See Order from the December 3, 2019 Hearing filed April 5, 2019.

27 ¹⁴ See Order from the January 14, 2019 Hearing filed May 22, 2019.

1 writs filed; no request for an NRCP 54(b) certification was made. The case
2 proceeded accordingly with discovery on the financial issues.

3 On July 19, Fred Page, Esq., associated in as counsel for Victor along with his
4 current attorney, Todd Leventhal, Esq. On July 25, **another** *Notice of Association of*
5 *Counsel* was filed associating Bradley Hofland, Esq., as Victor's third attorney.

6 On September 6, unhappy with the what facts were being revealed in discovery,
7 Victor attempted to forum shop by filing a *Motion to Seek Relief Before the Ninth*
8 *Judicial District Court on the Issue of the Validity of the Underlying Decree of*
9 *Annulment* in the Ninth Judicial District Court.

10 During the time Victor has been represented by multiple law firms, chaos has
11 ensued. The various counsel have filed motions with conflicting positions (i.e. Mr.
12 Hofland's motion attempting to uphold and enforce the promissory note after Mr.
13 Leventhal argued for the better part of a year that it was invalid), no-shows for
14 hearings (at the hearing on September 9, Mr. Hofland and Mr. Leventhal both called
15 in "sick," and Mr. Page no-showed, then appeared after the Court called his phone,
16 only to report he had "no authority" to argue the motions, one of which **he filed** on
17 behalf of Victor).

18 Seeking some other forum in which to make claims, on November 22, Victor
19 also filed **two new civil cases against Hamid** attempting to gain some means of
20 leverage by which to extort a better financial settlement. The first of these was a *First*
21 *Amended Complaint for Damages and Ancillary Relief* against Hamid and Stone &
22 Stone, LLC, in Clark County Department 31, case number A-19-801513-P, with a
23 *Motion for Preliminary Injunction and for Order Appointing Receiver*.

24 The second new case was a *Complaint for Damages* from Victor (through his
25 solely owned company, Vitiok, LLC) against Hamid and his company, SLC, LLC, in
26
27
28

1 Clark County Department 22, case number A-19-805955-C, along with a *Motion for*
2 *Preliminary Injunction* in that case.

3 On December 17, Judge Johnson denied Victor's *Motion for Preliminary*
4 *Injunction* in Department 22.

5 On or about December 30, Victor filed **SECOND** *Notice of Motion and Motion*
6 *to Set Aside Decree of Annulment*.

7 On January 14, 2020, Judge Kishner denied Victor's *Motion for Preliminary*
8 *Injunction and for Order Appointing Receiver* in Department 31.

9 On May 1, the Ninth Judicial District Court issued *Order Denying Motion to*
10 *Set Aside Decree* (the **THIRD Order** denying the request to set aside the *Decree of*
11 *Annulment*).

12 On June 17, Victor filed a *Notice of Appeal* to the Nevada Supreme Court on
13 the Ninth Judicial District Court's *Order* denying his request to set aside the
14 annulment (the **THIRD Order**).

15 On September 10, *another* *Notice of Association of Counsel* was filed
16 associating Douglas Crawford, Esq., as Victor's **FOURTH** attorney.

17 On October 15, this Court *again* affirmed its ruling that the request to set aside
18 the annulment was denied and clearly ordered the annulment to stand, and that
19 Victor's set-aside request was denied (the **FOURTH Order**).¹⁵

20 On November 3, Victor filed a *Notice of Withdrawal of Appeal*, voluntarily
21 dismissing his appeal of the Ninth Judicial District Court's *Order* denying his request
22 to set aside the annulment (the **THIRD Order**).

23 This *Opposition* follows.

24
25
26
27 ¹⁵ See Exhibit 1.

1 **III. LEGAL ARGUMENT**

2 **A. Victor Failed to Timely Request Reconsideration of Any Orders**

3 When the Court twice ruled the annulment stood in both the December 3
4 (2018) and the January 14 (2019) hearings, Victor failed to object in any way, or ask
5 the Court reconsider its decision, or to seek an NRCP 54(b) certification so he could
6 appeal the ruling.

7 EDCR 2.24 governs the reconsideration of motions, and states:

8 Rule 2.24. Rehearing of motions.

9 (a) No motions once heard and disposed of may be renewed in the same cause,
10 nor may the same matters therein embraced be reheard, unless by leave of the
11 court granted upon motion therefor, after notice of such motion to the adverse
12 parties.

13 (b) A party seeking reconsideration of a ruling of the court, other than any
14 order which may be addressed by motion pursuant to N.R.C.P. 50(b), 52(b),
15 59 or 60, must file a motion for such relief within 10 days after service of
16 written notice of the order or judgment unless the time is shortened or enlarged
17 by order. A motion for rehearing or reconsideration must be served, noticed,
18 filed and heard as is any other motion. A motion for reconsideration does not
19 toll the 30-day period for filing a notice of appeal from a final order or
20 judgment.

21 (c) If a motion for rehearing is granted, the court may make a final disposition
22 of the cause without reargument or may reset it for reargument or resubmission
23 or may make such other orders as are deemed appropriate under the
24 circumstances of the particular case.

25 Victor did not timely seek to reconsider the Court's ruling on his *Motion to*
26 *Vacate the Decree of Annulment* from either the December 3 *or* the January 14
27 hearings. He did not request an enlargement of time to move for reconsideration as
28 contemplated by the rule. And he has provided no colorable legal justification for the
29 Court to reconsider its ruling, even if he *had* filed on time, which he did not.

30 It is now some two *years* since those rulings were made, without any objection
31 or filing by Victor to change or reconsider the Court's decision regarding the
32 annulment. The Court, and the parties, have proceeded since those dates under the
33 law of the case that we are to determine the property rights the parties have or had on

1 the date of their annulment, with the annulment remaining in place.¹⁶ There is no
2 basis in law to move to reconsider those orders now, and most of Victor's requests
3 make no sense whatsoever.¹⁷

4 Additionally, *Hamid since remarried*, which itself means that no order setting
5 aside the annulment should be entered by *any* court, anywhere. Specifically, in
6 *McClintock*,¹⁸ the Nevada Supreme Court stated that part of its reason for denying the
7 request to move the date of the earlier divorce nunc pro tunc was that doing so would
8 have rendered the parties "married" and thus invalidated one of the parties' later
9 remarriage to a third party during the intervening time.¹⁹ Exactly the same thing
10 would occur here if Victor's request was granted.

11
12
13
14
15
16
17
18
19

20 ¹⁶ Ongoing discovery has revealed facts providing the great irony that if Victor actually
21 succeeded in his motions, he would be worse off; we have discovered that he kept two sets of books,
22 never paid taxes on very large amounts of money that he made during the purported marriage, has
23 put assets into the names of third parties, and failed to disclose any of those earnings or assets in his
filings in this Court – if we *did* go into "divorce" litigation in this case, we would be asking for 100%
of all of that as a 16.2 sanction

24 ¹⁷ For example, he demands at least ten times to have a "new trial" – and this case has not
25 yet gone to its *first* trial, which is set for early next year.

26 ¹⁸ *McClintock v. McClintock*, 122 Nev. 842, 138 P.3d 513 (2006).

27 ¹⁹ *See also Mack v. Estate of Mack*, 125 Nev. 80, 206 P.3d 98 (2009).

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

2
3
4

5
6
7
8
9
0

- 1.
- 2.
- 3.
- 4.
- 5.

7

18
19
20
21

23
24

25

26
27

1 by the fact of having alleged or admitted in his pleadings in a former proceeding the
2 contrary of the assertion sought to be made.”²³ As the Nevada Supreme Court stated
3 clearly in *Vaile*²⁴:

4 we noted that according to the rule of judicial estoppel, a party who has stated
5 an oath in a prior proceeding, “as in a pleading,” that a given fact is true, may
6 not be allowed to deny the same fact in a subsequent action. In that case, the
7 court indicated that one of the rule’s purposes is to prevent parties from
8 deliberately shifting their position to suit the requirements of another case
concerning the same subject matter.²⁵

9 That is precisely what Victor has been trying to do since this litigation began,
10 and he is expressly barred from doing so under all applicable precedents.

11
12 **D. Victor’s Requested Relief is Barred by *Res Judicata* (Issue**
13 **Preclusion)**

14 In this case, Victor has already argued his set-aside motion, and was denied
15 twice in this Court, (actually, three times if you count the October 15 hearing), and
16 once in the Ninth Judicial District Court, so *res judicata* (issue preclusion) applies.²⁶
17 *Res judicata* prevents litigants who are dissatisfied with the Court’s rulings from
18 filing “immediate, repetitive, serial motions until the right circumstances or the right
19 judge allows them to achieve a different result, based on essentially the same facts.”²⁷

21 ²³ *Sterling Builders, Inc. v. Fuhrman*, 80 Nev. 543, 549, 396 P.2d 850, 854 (1964) (quoting
22 31 C.J.S. Estoppel § 121 at 649).

23 ²⁴ *Vaile v. District Court*, 118 Nev. 262, 44 P.3d 506 (2002).

24 ²⁵ *Id.*, citing *Sterling Builders*.

25 ²⁶ It’s not as if Victor “missed” this Court’s multiple rulings – he quotes them repeatedly in
26 his repetitive filing (for example, at 23).

27 ²⁷ *Castle v. Simmons*, 120 Nev. 98, 86 P.3d 1042 (2004).

1 In other words, the doctrine of *res judicata* precludes parties from relitigating
2 a cause of action which has been finally determined by a court of competent
3 jurisdiction.²⁸ This is particularly true when the prior proceeding is between the same
4 parties regarding the same cause of action.²⁹ Not only is the prior judgment
5 conclusive with respect to matters actually litigated, but also as to “all matters which
6 might have been litigated and decided in the prior action,”³⁰ so Victor constantly re-
7 packing his claims and adding additional arguments is expressly prohibited.³¹

8 This principle is directly on point in this case. *Victor* chose the venue in which
9 to make his argument, did so, and lost; he then asked the Court in the original venue
10 to set aside the annulment, and lost. He abandoned his effort to have that denial
11 reviewed on appeal, which itself constitutes a final result precluding further litigation
12 of the issue as a matter of the law of the case.³²

13
14
15 ²⁸ *Horvath v. Gladstone*, 97 Nev. 594, 596, 637 P.2d 531, 533 (1981).

16 ²⁹ *See Landex, Inc. v. State ex rel. List*, 94 Nev. 469, 582 P.2d 786 (1978); *York v. York*, 99
17 Nev. 491, 664 P.2d 967 (1983).

18 ³⁰ *York*, 99 Nev. at 493, 664 P.2d at 968.

19 ³¹ For example, the bogus arguments (at 8-9) about the timing of the Promissory Note, the
20 Annulment, and the Assignment, all of which transactions were completed over the span of a couple
21 weeks as part of the same transaction, and which facts we have gone over, repeatedly, in this Court.
22 The Nevada Supreme Court has certified that an agreement can consist of several separate writings
which, taken together, constitute a single agreement. *See, e.g., Phung v. Doan*, No. 69030, Order
Affirming in Part, Reversing in Part, and Remanding (Unpublished Disposition May 10, 2018).

23 ³² Finality and efficiency of the judicial process are promoted by the “law of the case”
24 doctrine, and it protects against the disruption of settled issues by preventing re-litigation of those
25 issues in a single case once those issues have been decided. *Cohen v. Brown University*, 101 F.3d
26 155, 167 (1st Cir. 1996). *See, e.g., Hornwood v. Smith’s Food King No. 1*, 107 Nev. 80, 807 P.2d
27 208 (1991); *Wickliffe v. Sunrise Hospital*, 104 Nev. 777, 766 P.2d 1322 (1988); Black’s Law
Dictionary 893, (7th ed. 1999); NRAP 36(c)(2) (describing law of the case usage of unpublished
orders).

1 Victor's duplicative attempt to refile the same issue may be only because he
2 doesn't "like" how the case is turning out, or because he wants Hamid to incur
3 additional fees on a frivolous duplicative issue – or, more likely, both. Victor's
4 request should be denied on the basis of *res judicata*.

5
6 **E. Victor's Requested Relief is Barred by Claim Preclusion**

7 Victor is not entitled to bring the claims he has attempted to file in any of his
8 multiple lawsuits. The Nevada Supreme Court has held that "A valid and final
9 judgment on a claim precludes a second action on that claim or any part of it."³³

10 In Nevada, for claim preclusion to apply, the following factors apply: (1) the
11 parties or their privies are the same; (2) the final judgment is valid (proper
12 jurisdiction); (3) the subsequent action is based on the same claims or any part of
13 them that were or could have been brought in the first case; and (4) the issue was
14 actually and necessarily litigated.³⁴ Thus, "claim preclusion embraces all grounds of
15 recovery that were asserted in a suit, as well as those that could have been asserted,
16 and thus has a broader reach than collateral estoppel."³⁵

17 Specifically, the Nevada Supreme Court adopted the majority rule as recited
18 in *Five Star Capital Corp.*:

19 "[p]ursuant to the rule of claim preclusion, a valid and final judgment on a
20 claim precludes a second action on that claim or any part of it. Claim
21 preclusion applies when a second suit is brought against the same party on the
22 same claim We have further stated that the modern view is that claim
preclusion embraces all grounds of recovery that were asserted in a suit, as

23
24 ³³ *Univ. of Nev. v. Tarkanian*, 110 Nev. 581, 879 P.2d 1180, 1191 (1994).

25 ³⁴ *Id.* at 713 (citations omitted); *Five Star Capital Corp. v. Ruby*, 124 Nev. 1048, 1055, 194
26 P.3d 709, 713-14 (2008).

27 ³⁵ *Tarkanian*, 879 P.2d at 1192 (citations omitted).

1 well as those that could have been asserted, and thus has a broader reach than
2 issue preclusion.”³⁶

3 Here, (1) the parties or their privies (Vitiok, Stone & Stone) are the same, (2)
4 the annulment was valid, (3) the Vitiok and Stone actions are based on the same
5 claims or any part of them could have been brought in the first case, especially related
6 to the agreed order of each party retaining their assets acquired before the sham
7 marriage, and (4) the issue was actually and necessarily litigated.

8 In other words, as we have tried to point out since Victor embarked on his
9 unfortunate and wasteful journey through the courts, no such action should have ever
10 been filed.

11 **F. Victor’s Request for Set Aside Under NRCP 60(b) Should Be Denied**

12 If the Court even reaches the merits of Victor’s *Motion*, which it should not,
13 it is apparent that Victor has not even set for a *prima facie* case for a set aside under
14 NRCP 60(b).

15 NRCP 60(b) provides:

16
17 On motion and upon such terms as are just, the court may relieve a party or a
18 party’s legal representative from a final judgment, order, or proceeding for the
19 following reasons: (1) mistake, inadvertence, surprise, or excusable neglect;
20 (2) newly discovered evidence which by due diligence could not have been
21 discovered in time to move for a new trial under Rule 59(b); (3) fraud (whether
22 heretofore denominated intrinsic or extrinsic), misrepresentation or other
23 misconduct of an adverse party; (4) the judgment is void; or, (5) the judgment
24 has been satisfied, released, or discharged, or a prior judgment upon which it
25 is based has been reversed or otherwise vacated, or it is no longer equitable
26 that an injunction should have prospective application. The motion shall be
27 made within a reasonable time, and for reasons (1), (2), and (3) not more than
28 6 months after the proceeding was taken or the date that written notice of entry
of the judgment or order was served. A motion under this subdivision (b) does
not affect the finality of a judgment or suspend its operation. This rule does not
limit the power of a court to entertain an independent action to relieve a party
from a judgment, order, or proceeding, or to set aside a judgment for fraud

26 ³⁶ *Id.* (quoting *Executive Management v. Ticor Title Insurance Co.*, 114 Nev. 823, 835, 963
27 P.2d 465, 473 (internal quotations and citations omitted in the original)).

1 upon the court. Writs of coram nobis, coram vobis, audita querela, and bills of
2 review and bills in the nature of a bill of review, are abolished, and the
3 procedure for obtaining any relief from a judgment shall be by motion as
prescribed in these rules or by an independent action.[As amended; effective
January 1, 2005.]

4 Victor alleges in his *Motion to Set Aside the Annulment* that the annulment
5 should be set aside under Rule 60(b) because Hamid has acted in “bad faith” and
6 “fraudulently” toward Victor and the Court, but fails to articulate sufficient facts to
7 substantiate any such allegations. Victor also failed to file the required detailed
8 declaration to his *Motion* alleging “with particularity” the circumstances constituting
9 “fraud or mistake” in violation of Rule 9(b), which states:

10 In alleging fraud or mistake, a party must state with particularity the
11 circumstances constituting fraud or mistake. Malice, intent, knowledge, and
other conditions of a person’s mind may be alleged generally.

12 Victor’s request for a set aside on “fraud” is procedurally, as well as
13 substantively, defective.

14 The *actual evidence* shows that Hamid and Victor entered in a stipulated
15 agreement, in the form of a *Joint Petition for Annulment*, to annul the marriage on the
16 grounds of Victor’s confessed Green Card fraud. Both parties signed and notarized
17 the document, and if that wasn’t enough, they both each initialed every page. There
18 is no evidence that Hamid told Victor he would not file the document; it was a court
19 pleading on pleading paper and both parties’ signatures were notarized.

20 And discovery has proven beyond doubt that Victor is a frequent flier in the
21 field of fraudulent Green Card marriages. Victor has had two previous cases filed in
22 Nevada – an *annulment* from Michaela Renee Adkison in 2012, which ended in a
23 Decree of Annulment by *summary disposition* (case no. D-12-467779),³⁷ and a
24

25 ³⁷ Words were italicized in this sentence to show Victor’s absolute duplicity in *now* claiming
26 that no summary proceeding for annulment is “lawful” – he has done so twice in the past five years;
27 if his argument actually had any merit (and it doesn’t) he would still be married to Michaela
Adkinson, and the marriage to Hamid would have been *void ab initio* by reason of Victor’s bigamy.

1 divorce from Gina M. Vasapollo in 2014 (case no. D-14-494628-Z) which ended in
2 a Decree of Divorce by summary disposition.³⁸ Victor has extensive recent
3 experience getting dissolutions of marriage in Clark County, and certainly knew the
4 implications and effect of the documents he was signing.

5 Victor's request is procedurally defective, but even if it was not, his "offers of
6 proof" in the *Motion* do not even present a *prima facie* case for either fraud or bad
7 faith under *Rooney*³⁹ meriting any further hearing on the issues. In the unlikely event
8 that this Court reaches the "merits" of his filing, it should be dismissed on that basis.

9
10 **G. There Was No "Unjust Result"**

11 As an equitable matter, Victor was never "defrauded" financially or otherwise.
12 Hamid made an agreement with Victor to exchange about \$750,000 in Victor's
13 contributed cash and properties for a \$1 million promissory note which Hamid has
14 honored 100% to date. The only time Hamid did not actually deliver payments to
15 Victor under the note was the first few months when Hamid could not find Victor due
16 to his false "escape" from the United States and living in hiding – and Hamid held the
17 money owed in an account for Victor during that time.

18 Specifically, after Hamid rediscovered Victor's location *using a private*
19 *investigator*, which was around the same time he had a chance to address Victor's
20 counsel and the Court regarding the issues, he revealed that he kept a "good faith"
21 bank account for the benefit of Victor, in which he deposited the \$10,000 monthly
22 payments for Victor's benefit.⁴⁰ Victor has been paid 100% of the payments owed

23
24 ³⁸ See Case No. D-12-467779-L and Case No. D-14-494628-Z.

25 ³⁹ *Rooney v. Rooney*, 109 Nev. 540, 853 P.2d 123 (1993).

26 ⁴⁰ See Exhibit 20, evidence of the first five payment of the Promissory Note deposited into
27 the "good faith" bank account.

1 under the promissory note and Hamid is current as of November 2020, *having paid*
2 *Victor a total of \$260,000.*

3 Victor has yet to show, in over two years since the *Decree of Annulment* was
4 filed, that his financial settlement from the dissolution was “unjust” or “fraudulent”
5 in any way. It appears from everything we have seen in a year and a half of discovery
6 that Victor has *already* been over-compensated by about a quarter million dollars, and
7 as noted above that he made vastly more money than he reported (to the government
8 or anyone else) or has disclosed in this litigation.

9
10 **H. The Parties’ Joint Petition for Annulment Was a Stipulated**
11 **Settlement**

12 If the Court reaches the merits of Victor’s arguments regarding the *Joint*
13 *Petition for Annulment* (which it should not as outlined above) that argument should
14 be dismissed as well because it was *an agreement to settle pending litigation.*

15 District Court Rule (“DCR”) 16 defines the conditions under which a court may
16 enforce an agreement to settle pending litigation:⁴¹

17 No agreement or stipulation between the parties in a cause or their attorneys,
18 in respect to proceedings therein, will be regarded unless the same shall, by
19 consent, be entered in the minutes in the form of an order, or unless the same
shall be in writing subscribed by the party against whom the same shall be
alleged, or by his attorney.

20 DCR 16’s application is straightforward: An agreement to settle pending
21 litigation can be enforced by motion in the case being settled if the agreement is
22
23
24
25

26 ⁴¹ The agreement was sworn to and filed in the Ninth Judicial District, which applies DCR
27 16; the same rule is in effect in Clark County under EDCR 7.50.

1 “either . . . reduced to a signed writing or . . . entered in the court minutes following
2 a stipulation.”⁴²

3 DCR 16 applies to divorce *and dissolution disputes* equally with any other
4 kind of civil litigation.⁴³ The rule gives “the court ... an efficient method for
5 determining genuine settlements and enforcing them.”⁴⁴ It “does not thwart the policy
6 in favor of settling disputes; instead, it enhances the reliability of actual
7 settlements.”⁴⁵

8 When parties to pending litigation enter into a settlement, they enter into a
9 contract.⁴⁶ Such a contract is subject to general principles of contract law.⁴⁷ In
10 addition to complying with DCR 16’s procedural requirements, a stipulated
11 settlement agreement requires mutual assent,⁴⁸ or a “meeting of the minds,”⁴⁹ on “the
12 contract’s essential terms.”⁵⁰ “A valid contract cannot exist when material terms are
13
14
15

16 ⁴² *Resnick v. Valente*, 97 Nev. 615, 616, 637 P.2d 1205, 1206 (1981) (applying DCR 24, later
17 re-numbered DCR 16).

18 ⁴³ *Grisham v. Grisham*, 128 Nev. 679, 289 P.3d 230 (2012); (*see Grenz v. Grenz*, 78 Nev.
19 394, 399, 374 P.2d 891, 894 (1962) (interpreting DCR 16’s predecessor)).

20 ⁴⁴ *Resnick*, 97 Nev. at 616, 637 P.2d at 1206.

21 ⁴⁵ *Id.* at 616-17, 637 P.2d at 1206.

22 ⁴⁶ *Mack v. Estate of Mack*, 125 Nev. 80, 95, 206 P.3d 98, 108 (2009).

23 ⁴⁷ *Id.*

24 ⁴⁸ *See Lehrer McGovern Bovis v. Bullock Insulation*, 124 Nev. 1102, 1118, 197 P.3d 1032,
25 1042 (2008).

26 ⁴⁹ *May v. Anderson*, 121 Nev. 668, 672, 119 P.3d 1254, 1257 (2005)

27 ⁵⁰ *Certified Fire Prot. v. Precision Constr.*, 128 Nev. ___, ___, 283 P.3d 250, 255 (2012).

1 lacking or are insufficiently certain and definite” for a court “to ascertain what is
2 required of the respective parties” and to “compel compliance” if necessary.⁵¹

3 Here, the parties came to a written agreement to resolve the dissolution of their
4 purported marriage in the form of an annulment pursuant to DCR 16, and expressly
5 provided ***exactly*** what property and support rights they would have. Nevada law
6 mandates that all written agreements resolving dissolutions must be enforced by the
7 Courts to “enhance the reliability of settlements,” which is the case here. Parties must
8 be able to rely on their signed, sworn agreements as a matter of public policy, so
9 unless Victor can prove he was “defrauded,” or another articulable ground for relief
10 from the judgment made in a timely manner (which he has not shown in this or any
11 *other* filing in any of the four cases), he has no grounds to set it aside and his request
12 fails as a matter of law.

13
14 **I. Victor’s Request Is to Violate the Nevada Rules of Civil Procedure**

15 Victor’s *Motion* seeks to violate the policy of the Nevada Supreme Court as it
16 relates to the resolution of disputes stated in Section 1 of the Preamble to the Nevada
17 Rules of Civil Procedure:

18 The supreme court of Nevada, by rules adopted and published from time to
19 time, shall regulate original and appellate civil practice and procedure,
20 including, without limitation, pleadings, motions, writs, notices and forms of
21 process, in judicial proceedings in all courts of the state, ***for the purpose of
simplifying the same and of promoting the speedy determination of litigation
upon its merits.***

22 Victor’s attempt to confuse, convolute, and grossly multiply the proceedings
23 is in direct violation of the clear mandate from the Nevada Supreme Court; including
24
25

26
27 ⁵¹ *May*, 121 Nev. at 672, 119 P.3d at 1257; *accord Eberle*, 505 N.W.2d at 770.

1 appeals, we are at five lawsuits filed by at least four attorneys all making variations
2 of Victor's same baseless arguments.⁵²

3
4 **J. This Court Should Not Set Aside the Annulment**

5 Even if all of the above arguments were not dispositive – and we think that
6 they are – we already demonstrated on at least two earlier occasions in this Court how
7 and why this Court could not and should not “undo” an annulment entered by the
8 Ninth Judicial District Court in this case because that was a final order made by a
9 different district court judge and setting it aside would violate court rules, Nevada
10 case law, and the Nevada Constitution.

11 Those prior filings, arguments, and citations are incorporated here by
12 reference.⁵³ The simple fact is that if Victor was actually unhappy with the annulment
13 status ruling, he could have chosen to either attempt to set the order aside in Douglas
14 County, or to appeal the ruling. He did neither. When Victor insisted on removing
15 this case from the Ninth Judicial District without appealing the order – and over
16 Hamid's objection – he chose to make the fact of granting an annulment unreviewable
17 in any forum.

18 Nor can Victor disavow the choices made by his various attorneys that
19 produced that result. The Nevada Supreme Court has, for the past *ninety years*, held

20
21
22 ⁵² Victor seems to be of the opinion that if he repeats the same baseless and false assertions
23 enough times, they will be transmuted into facts or findings by some kind of alchemy; for example,
24 Victor repeats the false and unsupported claim that the signed, notarized, and filed annulment
paperwork “was not supposed to be filed” a minimum of 15 times in his screed.

25 ⁵³ See, e.g., *Rohlfing v. District Court*, 106 Nev. 902, 803 P.2d 659, 662 (1990) (citing
26 *Goicoechea v. District Court*, 96 Nev. 287, 607 P.2d 1140 (1980)). See also Nev. Const. Art. 6, §
27 6; NRS 3.220; *Wardern v. Owens*, 93 Nev. 255, 563 P.2d 81 (1977); DCR 18(1); DCR 5; EDCR
7.1(b)

1 that “a party is bound by the stipulations and actions of his attorney.”⁵⁴ As put by the
2 Court in *Moore v. Cherry*: “Any other notion would be wholly inconsistent with our
3 system of representative litigation, in which each party is deemed bound by the acts
4 of his lawyer-agent, and is considered to have ‘notice of all facts, notice of which can
5 be charged upon the attorney.’”⁵⁵ Similarly, as stated in *Wehrheim v. State*: “[a] party
6 is bound by the acts of his attorney in the management of his case.”⁵⁶ If he wants to
7 sue any or all of them for malpractice he can do so, but none of those choices are
8 Hamid’s fault, *or* Hamid’s responsibility. The annulment is simply an unreviewable
9 fact at this point.

10 Among Victor’s many *ad hominem* attacks on counsel personally is his
11 adjective-laced accusations that we “misled” the Court about the clear holdings of a
12 variety of cases, including those repeatedly stressing the ability of a court to separate
13 orders deciding *status* from adjudication of post-decree claims about *finances* based
14 on claims of some fraud or error in prior proceedings. In most of those sections, he
15 insults the Court’s intelligence and integrity as well;⁵⁷ by my count, some 40% of
16
17

18 ⁵⁴ See, e.g., *Moore v. Cherry*, 90 Nev. 390, 528 P.2d 1018 (1974); *Wehrheim v. State*, 84 Nev.
19 477, 443 P.2d 607 (1968); see also *Aldabe v. Adams*, 81 Nev. 280, 402 P.2d 34 (1965); *Aldabe v.*
20 *Aldabe*, 84 Nev. 392, 441 P.2d 691 (1968); *Rahn v. Searchlight Mercantile Co.*, 56 Nev. 289, 49
P.2d 353 (1935); *Dechert v. Dechert*, 46 Nev. 140, 205 P. 593 (1922).

21 ⁵⁵ *Moore v. Cherry*, 90 Nev. 390, 395, 528 P.2d 1018, 1022 (1974).

22 ⁵⁶ *Wehrheim v. State*, 84 Nev. 477, 480, 443 P.2d 607, 608 (1968), citing *Gottwals v.*
23 *Rencher*, 60 Nev. 35, 92 P.2d 1000 (1939) (the full quote from the earlier opinion is “a litigant party
24 shall not be permitted to deny the authority of his attorney of record, whilst he stands as such on the
25 docket. He may revoke his attorney’s authority, and give notice of it to the court and to the adverse
party; but whilst he so stands, the party must be bound by the acts of the attorney.”)

26 ⁵⁷ For example at 13, where in a badly-spelled and baseless tirade, he claims without any
27 evidence that rulings against him can only be the result of the Court having been “bamboozled,
mislead [*sic*] and manipulated.”

Victor's filing consists of insulting counsel, other parties, witnesses, or the Court in unsubstantiated shrieking accusations.

As to the legal merits of the cases cited in prior motion hearings, they are well-established precedent for cases like this one. For example, in *Milender v. Marcum*,⁵⁸ the Court held that the district court could modify property or alimony terms *without* vacating the divorce itself, under the concept of divisible divorce, without violating NRS 125.130.

The opinion reversed the property provisions of the default decree but left the divorce itself in place, stating:

We are unaware of any law or precedent that would have prevented the district court from vacating that part of the decree relating to the property division without setting aside the termination of the marriage.

The Court held this result was compatible with *Gojack*,⁵⁹ and did not violate any prohibition on bifurcating decrees.

Milender is also relevant because the husband there, like Victor here, sought to undo prior judicial orders for his own predatory personal enrichment, which was rebuffed by the Court:

Wayne now desires to posthumously confer the status of a deceased wife upon Kathleen in order to retain her share of the community property. To permit him to do so would engage the judicial process in an elevation of greed and an affront to equity. This we refuse to do.⁶⁰

How Victor can allege that quoting a relevant case is "misleading" is a mystery, but it is just a small part of the histrionic and hysterical bolded and exclamation-point-studded babbling on virtually every page of his 40-page filing. He spends at least five pages just mis-spelling, mischaracterizing, and attacking the *Milender*

⁵⁸ *Milender v. Marcum*, 110 Nev. 972, 879 P.2d 748 (1994).

⁵⁹ *Gojack v. Second Judicial Dist. Court*, 95 Nev. 443, 596 P.2d 237 (1979).

⁶⁰ *Id.* at 976-77.

1 decision without any relevant authority or cogent reasoning; the repetitive, stream-of-
2 consciousness diatribe is painful to slog through.

3 As detailed in multiple filings over the past two years, the fact of the granting
4 of the annulment is irrelevant to this Court's review of the finances between these
5 parties, which the facts show should be approved on their merits, making the only
6 actual issue the scope of fees to be awarded against Victor. In short, there is no need
7 for a trial on the issue of setting aside the annulment, and never will be; the remaining
8 proceedings are entirely financial.

9
10 **K. Victor's Bizarre and Meaningless Fixation on this Court's**
11 **"Jurisdiction"**

12 Victor spends at least 5 pages of his 40-page repetitive motion endlessly
13 repeating variations on the assertion that this Court had jurisdiction to consider
14 setting aside the Decree of Annulment (see, e.g., at least four variations just on page
15 10).

16 As this Court made *breathtakingly* clear at the last hearing in October, this
17 Court has found that it had jurisdiction to rule on the issue – and then *ruled* on it,
18 against Victor, pointing out that it had jurisdiction to make *every* order that it has
19 actually made in this case. It is difficult to even address the level of inanity required
20 for Victor to keep making the non-argument about this Court's jurisdiction to enter
21 an order that it has made three times. Victor's selected snippets of out-of-context
22 dicta from hearings two years ago *before* the relevant rulings were made are beyond
23
24
25
26
27
28

1 meaningless.⁶¹ The only conceivable relevance to making us (and the Court) review
2 all of that goes to fees.

3
4 **L. The Court Does Not Need to “Reopen” Any Financial Issues**

5 Even if the court considered the financial issues, the parties have already
6 equitably resolved the division of *all* financial assets, which Victor admitted in his
7 earlier filings, and has been attempting to backtrack ever since.

8 The parties settled the entirety of their financial dealings prior to filing for
9 annulment – *that* is why the petition leading to the *Decree* recites that there is no
10 further property or debt to be “adjudicated.” Victor transferred to Hamid all
11 conceivably “joint” assets, and in exchange, on May 18, 2018, Hamid executed a
12 Promissory Note to pay Victor \$1 million, together with interest at the rate of twelve
13 percent (12%) per annum, commencing June 15, 2018, and calling for interest-only
14 payments at a rate of \$10,000 per month until the principal was paid.⁶²

15 When we get to trial, this Court will find that there is ample evidence that
16 Victor was in full agreement as to all financial terms and facilitated the agreement up
17 to and including bringing Hamid his mobile notary to sign and notarize the
18 Promissory Note – and he was overcompensated by at least \$200,000. There is ample
19

20
21 ⁶¹ Even if any of the dicta set out in repetitive detail by Victor had been oral orders (and it
22 was not – mostly just commentary and cross-conversation), an oral ruling does not have any effect
23 on the rights of the parties for any purpose. *Health Plan of Nevada, Inc. v. Eighth Judicial Dist. Ct.*,
24 281 P.3d at 1180 (emphasis added) (“This court has held, however, that the district court’s oral
25 pronouncement from the bench is ‘ineffective for any purpose.’”). Indeed, “[p]rior to the entry of
26 a final judgment the district court remains free to reconsider and issue a written judgment different
27 from its oral pronouncement.” *Rust v. Clark Cnty. Sch. Dist.*, 103 Nev. 686, 689, 747 P.2d 1380,
28 1382 (1987). Thus, “[a]n oral pronouncement of judgment is not valid for any purpose; therefore,
only a written judgment has any effect, and only a written judgment may be appealed.” *Id.*

⁶² See Exhibit 1, a copy of the Promissory Note.

1 documentation between the parties and with third parties, including Victor's asking
2 for "a status on his \$10,000 payment" from the Note.⁶³

3 The note indicates that Victor ("the Lender" in the Promissory Note) is **not**
4 ***involved in any investments with Hamid*** ("the Borrower" in the Promissory Note),
5 and in exchange received the financial benefits of the Note: a principal payment of
6 \$1,000,000, and \$10,000 per month in interest-only payments *indefinitely* until the
7 principal payment is made. This appears to be a usurious provision, but that will be
8 litigated later as part of our summary judgment motion.

9 Victor's *Financial Disclosure Form*, filed on October 15, 2018, at 5:16 p.m.,
10 the night before the parties' October 16 hearing, alleged that there were \$2,510,012
11 in total purported "community" assets, and \$918,232 in debts, for a total of
12 \$1,591,780 in alleged "joint" equity to divide. His September 18 *Motion* the same
13 year made the same claim (at 6), alleging the existence of assets exceeding "\$2.5
14 million dollars [and] nearly a million dollars in mortgage debt."

15 Even if this was entirely accurate, (and it is not – Hamid ended up with less
16 than Victor claims he did on his FDF), Victor would have a maximum potential claim
17 for \$795,890 – a sum that is much **lower** than the million dollars that was agreed to
18 and remains owed to him – plus interest – under the Promissory Note. Victor has
19

20 ⁶³ As the Nevada Supreme Court has recently re-affirmed, a contract can consist of multiple
21 papers to be read together evidencing the existence of an agreement. *See Phung v. Doan*, No. 69030,
22 Order Affirming in Part, Reversing in Part, and Remanding (Unpublished Disposition May 10,
23 2018); *Grisham v. Grisham*, 128 Nev.____, 289 P.3d 230, 234 (Adv. Opn. No. 60, Dec. 6, 2012)
24 (explaining why the fact that the incorporated document was unsigned is irrelevant: "The writing,
25 in order to have a memorandum to satisfy the Statute of Frauds need not be contained in any one
26 paper, but may include unsigned writings . . . united by content or reference, and even, in a proper
27 framework, united by parol evidence") quoting 10 Richard A. Lord, *Williston on Contracts* § 29:29
(West 2012), in turn quoting *Papaioannou v. Britz*, 139 N.Y.S.2d 658, 662 (App. Div. 1955)). Even
an entirely **oral** settlement incorporating documents and exhibits by reference would have been
sufficient to constitute an enforceable contract of settlement. *See Perryman v. Perryman*, 117
S.W.3d 681, 686 (Mo. Ct. App. 2003).

1 tried to obfuscate, walk back, and simply deny that he made all those representations
2 ever since.

3 The division of assets, investments, and debts was *more* than fair to Victor, and
4 appears to grant him more than 50% of all property that he even *alleged* was ever
5 jointly held. Thus, since Victor is the party who is alleging there was an
6 “inequitable” division of property, the Court could have dismissed the financial case
7 on the basis of Victor’s own *Motion*, Declaration, and *Financial Disclosure Form*
8 under *Rooney*.⁶⁴ On the basis of the numbers set out in his own filings, he has not
9 made out “adequate cause” for any further hearings by failure to assert a *prima facie*
10 case.

11 This case is really that simple – any attempt to set aside the annulment would
12 be a violation of Nevada law, as well as unnecessary according to clear precedent,
13 and the parties already divided their assets equitably. Essentially, there is no case and
14 no need for *either* trial currently scheduled, but we are apparently going to have to
15 go through the process anyway, demonstrating that Victor was grossly over-
16 compensated, while hiding/lying about his earnings during the relevant time period.
17 Again, the only real question at the end of the day will be fees and sanctions.

18 19 **IV. COUNTERMOTION**

20 **A. Victor Should be Designated a Vexatious Litigant**

21 In the recent rounds of litigation, by our count, this is the eighth serial motion
22 filed by Victor improperly raising essentially identical allegations and requiring time
23 and money for response. In the larger picture, however, Victor’s forum-shopping and
24 misbehavior has now stretched out over more than two years, through nearly enough
25

26
27 ⁶⁴ *Rooney v. Rooney*, 109 Nev. 540, 853 P.2d 123 (1993).

1 lawyers to form a volleyball team, and further repetition should be prevented – or at
2 minimum Hamid should be relieved from having to spend money to respond to it.

3 4 **1. History of Vexatious Litigants Lists**

5 The concept of vexatious litigation entered into law in 1896 with the Vexatious
6 Actions Act, enacted in England and soon extended to Scotland and Ireland. This
7 was a response primarily to the actions of one person, Alexander Chaffers, who filed
8 numerous actions against leading members of Victorian society. When costs were
9 awarded against him he failed to pay.

10 The first vexatious litigant law outside Britain was passed in Australia in 1927,
11 entitled the Supreme Court Act. This too was prompted by the behavior of an
12 individual, Rupert Millane. The first Vexatious Litigant law in the United States was
13 enacted in California in 1963.

14 With the increasing use of forms and sample drafts on the internet, the problem
15 of course has skyrocketed. It comes as no surprise that when the vexatious litigants
16 are voluntarily in proper person, the grief and harm caused to the judicial system and
17 opposing parties multiplies many fold.

18 By 2007, five U.S. states had passed similar legislation: California, Florida,
19 Hawaii, Ohio, and Texas. Others, like Nevada, have proceeded by court rule. The
20 purpose of state statutes and rules placing restrictions on vexatious litigants is “to
21 prevent abuse of the judicial system by those persons who persistently and habitually
22 file lawsuits without reasonable grounds, or who otherwise engage in frivolous
23 conduct in the courts.”⁶⁵

24
25
26
27 ⁶⁵ See 45 ALR 6th (2009), regarding state vexatious litigant statutes.

2. The Nevada Rule

In 2012, the Nevada Supreme Court revised the rules for listing the names of vexatious litigants in the State.⁶⁶ If this Court agrees that Victor's filing multiple, serial, unsupported *Motions* seeking the same or similar relief (and repeated unsubstantiated allegations of bias against judicial officers and lawyers) is vexatious, then his name should be submitted to the director of the administrative office of courts for addition to the list of vexatious litigants.

The list of vexatious litigants allows any court in any jurisdiction in the State to know of and to take precautionary steps to keep that litigant from wasting judicial resources or causing the subject of their vexatious filings additional costs to respond.

The Nevada courts have long identified vexatious litigants and have issued what were known as *Goad* orders to prevent the continued harassment by a vexatious

⁶⁶ Nevada Supreme Court Rule 9.5, creating a Nevada list of vexatious litigants, became effective December 13, 2012, providing:

Purpose and procedure. The administrative office of the courts shall maintain for use by the judicial council and the courts of the state a list of litigants that have been declared as vexatious by any court, at any level of jurisdiction, throughout the state.

(a) Each court shall, upon entering an order declaring a litigant to be vexatious, submit a copy of the order to the director of the administrative office of courts or his or her designee.

(b) The director or designee shall enter the name of the litigant identified in the aforementioned order on a list of vexatious litigants and post the list in such a place so that it will be readily accessible to various courts. The director or designee shall maintain the list in good order.

(c) If a court takes any action that affects the status of a litigant declared vexatious, the court shall forward record of that action to the director or designee forthwith for amendment of the list.

litigant.⁶⁷ The establishment of a State-wide list ensures that the so named litigant can't run from jurisdiction to jurisdiction or court to court still wreaking havoc.

3. Showing Of Vexatious Filings

A quick review of the Registry of Actions in this case demonstrates the vexatiousness of this litigant, from the baseless, repetitive, and contradictory filings on his part. In addition to non-stop filings in the district court, Victor has filed at least one equally frivolous appeal – all while producing deficient discovery, and then lying about it, as documented in prior orders from this Court.

It seems unlikely that Victor will *ever* change his behavior – in recent months, he has been primarily preoccupied with transferring assets into other people's names so when the inevitable sanctions orders issue he can pretend to be judgment proof; given his pattern, his behavior should be addressed by the orders to be entered at this juncture.

4. Court Access Restrictions Should Be Ordered

First, this Court should issue a modified *Goad* order requiring Victor to request and obtain permission from this Court before Hamid is required to respond to any further filings by him in this Court. This will go some way toward protecting Hamid from continuing to be economically abused by these “serial, repetitive motions.” Adding Victor's name to the Nevada Supreme Court vexatious litigant list puts attorneys and judges throughout the State on notice to proceed with caution whenever his name appears on a pleading. It is not likely this action will curtail his future filings in other forums, but at least other courts, attorneys, and agencies will be on notice.

⁶⁷ *Goad v. Rollins*, 921 F.2d 69 (5th Cir.), *cert. denied*, 500 U.S. 905, 111 S. Ct. 1684 (1991).

Should that prove insufficient, we will expand that request to enter a “pre-filing order” that prohibits him from filing ***anything*** in this case, or any other litigation in Nevada in *pro per* without first obtaining permission from the presiding justice or judge of the court where he intends the new filing. A vexatious litigant who disobeys such a pre-filing order may be punished for contempt of court.

The presiding justice or judge *should* only permit the filing of additional litigation if it appears that the litigation has merit and is not being filed for the purpose of harassment or delay; a court could condition the filing of the new litigation upon the furnishing of security for the benefit of the other party, which is simpler and more efficient than seeking collection of fees (as this *Opposition* does) after responding to a motion that should not have been filed.

The four factors for Nevada Courts to consider when imposing Court Access Restrictions are carefully outlined in *Jordan v. State of Nevada*⁶⁸:

First the litigant must be provided reasonable notice of an opportunity to oppose a restrictive order's issuance. Second, the District Court must create an adequate record for review, including a list of all the cases and documents or an explanation of the reasons, that led it to conclude that a restrictive order was needed to curb repetitive or abusive activities. Third, the District Court must make substantive findings as to the frivolous or harassing nature of the litigant's actions.⁶⁹ Fourth, the order must be narrowly drawn to address the specific problem encountered.⁷⁰

⁶⁸ 121 Nev. 44, 100 P.3d 30 (2005).

⁶⁹ Thus, the restrictive order cannot issue merely upon a showing of “litigiousness.” The litigant’s filings must not only be repetitive or abusive, but also be without arguable factual or legal basis, or filed with the intent to harass.

⁷⁰ *Id.* at 110, P.3d at 60.

1 In this case, this Court already has the requisite list of frivolous filings, from
2 the Registry of Actions and the detail it has been provided as to Victor's filings in
3 Department 22, Department 31, the Ninth Judicial District, and the Nevada Supreme
4 Court. It can make all the other required findings from its personal knowledge.

5 The Nevada Supreme Court has also noted that even when a litigant's misuse
6 of the legal system is pervasive, a restrictive order that broadly restricts a litigant from
7 filing "any" new actions without permission should be narrowly drawn. Although
8 Nevada, unlike some other states, does not have a statute which limits access to the
9 courts for vexatious litigants, Nevada courts "possess inherent powers of equity and
10 of control over the exercise of their jurisdiction. . . . these authorities bestow upon
11 Nevada courts the power to permanently restrict a litigant's right to access the
12 courts."⁷¹

13 Based on all above, we ask that Victor be added to the State of Nevada
14 vexatious litigant list and that no response will be required from Hamid or any other
15 opposing party to any such filing without specific direction of court requiring a
16 response.

17
18 **B. Hamid is Entitled to Attorney's Fees**

19 Hamid requests the Court award him his reasonable fees and costs for having
20 to respond to Victor's frivolous *Motion*. We note in passing that Victor never
21 bothered to send a 5.501 request for any proposed "relief," and ignored the portion
22 of the local rules requiring him to explain why he did not do so – that alone is
23 grounds for assessing fees against him.

24 NRS 18.010(2) provides:

25
26
27 ⁷¹ *Id.* at 110 P.3d at 39.

2. In addition to the cases where an allowance is authorized by specific statute, the court may make an allowance of attorney's fees to a prevailing party:

(a) When the prevailing party has not recovered more than \$20,000; or

(b) ***Without regard to the recovery sought, when the court finds that the claim, counterclaim, cross-claim or third-party complaint or defense of the opposing party was brought or maintained without reasonable ground or to harass the prevailing party.*** The court shall liberally construe the provisions of this paragraph in favor of awarding attorney's fees in all appropriate situations. It is the intent of the Legislature that the court award attorney's fees pursuant to this paragraph and impose sanctions pursuant to Rule 11 of the Nevada Rules of Civil Procedure in all appropriate situations to punish for and deter frivolous or vexatious claims and defenses because such claims and defenses overburden limited judicial resources, hinder the timely resolution of meritorious claims and increase the costs of engaging in business and providing professional services to the public.

EDCR 7.60(b) provides:

(b) The court may, after notice and an opportunity to be heard, impose upon an attorney or a party any and all sanctions which may, under the facts of the case, be reasonable, including the imposition of fines, costs or attorney's fees when an attorney or a party without just cause:

...

(3) ***So multiplies the proceedings in a case as to increase costs unreasonably and vexatiously.*** [Emphasis added].

(4) Fails or refuses to comply with these rules.

Here, there is no question that Victor has *again* failed to articulate a reasonable ground for his most recent motion, and that as a result costs have been increased unreasonably and vexatiously. His entire filing is merely hysterical noise-making.

With specific reference to Family Law matters, the Supreme Court has re-adopted "well-known basic elements," which in addition to hourly time schedules kept by the attorney, are to be considered in determining the reasonable value of an attorney's services qualities, commonly referred to as the *Brunzell* factors:⁷²

1. *The Qualities of the Advocate:* his ability, his training, education, experience, professional standing and skill.

⁷² *Brunzell v. Golden Gate National Bank*, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969).

2. *The Character of the Work to Be Done:* its difficulty, its intricacy, its importance, time and skill required, the responsibility imposed and the prominence and character of the parties where they affect the importance of the litigation.

3. *The Work Actually Performed by the Lawyer:* the skill, time and attention given to the work.

4. *The Result:* whether the attorney was successful and what benefits were derived.

Each of these factors should be given consideration, and no one element should predominate or be given undue weight.⁷³ Additional guidance is provided by reviewing the “attorney’s fees” cases most often cited in Family Law, cited above in footnotes 1 and 3.

The *Brunzell* factors require counsel to rather immodestly make a representation as to the “qualities of the advocate,” the character and difficulty of the work performed, and the work ***actually*** performed by the attorney.

First, respectfully, we suggest that the supervising counsel is A/V rated, a peer-reviewed and certified (and re-certified) Fellow of the American Academy of Matrimonial Lawyers, and a Certified Specialist in Family Law.

Lorien K. Cole, the attorney who drafted several of the documents on file, is a Certified Specialist in Family Law and has practiced family law for approximately nine years.

Mallory Yeargan, paralegal with the WILLICK LAW GROUP, was assigned to Hamid's case. Mallory has been a paralegal for a total of 17 years, and has assisted attorneys in complex family law cases for several years.

As to the “character and quality of the work performed,” we ask the Court to find our work in this matter to have been adequate, both factually and legally; we

⁷³ *Miller v. Wilfong*, 121 Nev. 119, P.3d 727 (2005).

1 have diligently reviewed the applicable law, explored the relevant facts, and believe
2 that we have properly applied one to the other.

3 The fees charged by paralegal staff are reasonable, and compensable, as well.
4 The tasks performed by staff in this case were precisely those that were “some of the
5 work that the attorney would have to do anyway [performed] at substantially less cost
6 per hour.”⁷⁴ As the Nevada Supreme Court reasoned, “the use of paralegals and other
7 nonattorney staff reduces litigation costs, so long as they are billed at a lower rate,”
8 so “‘reasonable attorney’s fees’ . . . includes charges for persons such as paralegals
9 and law clerks.”

10 11 **V. CONCLUSION**

12 Victor’s meandering, repetitive, 37-page monstrosity of a motion reads like it
13 was dictated by a drunken badger. It is unsupported by reference to any established
14 facts, its legal reasoning is specious, its citations irrelevant, and most of the “relief”
15 it requests is legally, factually, and procedurally impossible. Based on the above,
16 Hamid requests the Court enter the following orders:

- 17 1. Deny Victor’s *Motion* in its entirety (for the fourth time).
- 18 2. Grant Hamid’s *Countermotion* for fees and sanctions.

26 ⁷⁴ *LVMPD v. Yeghiazarian*, 129 Nev. 760, 312 P.3d 503 (2013), citing to *Missouri v. Jenkins*,
27 491 U.S. 274 (1989).

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

3. Any other awards this Court deems just and proper.

DATED this 23rd day of November, 2020.

Respectfully Submitted By:

WILICK LAW GROUP

/s/ Lorian K. Cole

MARSHAL S. WILICK, ESQ.
Nevada Bar No. 2515
LORIEN K. COLE, ESQ.
Nevada Bar No. 11912
3591 E. Bonanza, Suite 200
Las Vegas, Nevada 89110-2101
(702) 438-4100 Fax (702) 438-5311
Attorneys for Plaintiff

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

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

/s/ Hamid Sheikhai⁷⁵

HAMID SHEIKHAI

42

CERTIFICATE OF MAILING

Pursuant to NRCP 5(b), I certify that I am an employee of the Willick Law Group and that on this 23rd day of November, 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.
Leventhal & Associates
626 S. Third St.
Las Vegas, NV 89101
leventhalandassociates@gmail.com

Bradley J. Hofland, Esq.
Hofland & Tomscheck
228 South Fourth Street, 1st Floor
Las Vegas, NV 89101
bradh@hoflandlaw.com

Douglas C. Crawford, Esq.
Douglas Crawford Law
501 S. 7th Street
Las Vegas, Nevada 89101
doug@douglascrawfordlaw.com

/s/ Mallory Yeargan

An Employee of the Willick Law Group

P:\wp19\SHEIKHALI\DRAFTS\00467855.WPD\my

MOFI

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

HAMID SHEIKHAI ,)

Plaintiff/Petitioner)

-v.-)

VICTOR BOTNARI ,)

Defendant/Respondent)

Case No. D-18-575686-L

Department R

**MOTION/OPPOSITION
FEE INFORMATION SHEET**

Notice: Motions and Oppositions filed after entry of a final order issued pursuant to NRS 125, 125B or 125C are subject to the reopen filing fee of \$25, unless specifically excluded by NRS 19.0312. Additionally, Motions and Oppositions filed in cases initiated by joint petition may be subject to an additional filing fee of \$129 or \$57 in accordance with Senate Bill 388 of the 2015 Legislative Session.

Step 1. Select either the \$25 or \$0 filing fee in the box below.

<p><input type="checkbox"/> \$25 The Motion/Opposition being filed with this form is subject to the \$25 reopen fee.</p> <p>-Or-</p> <p><input checked="" type="checkbox"/> \$0 The Motion/Opposition being filed with this form is not subject to the \$25 reopen fee because:</p> <p><input checked="" type="checkbox"/> The Motion/Opposition is being filed before a Divorce/Custody Decree has been entered.</p> <p><input type="checkbox"/> The Motion/Opposition is being filed solely to adjust the amount of child support established in a final order.</p> <p><input type="checkbox"/> The Motion/Opposition is for reconsideration or for a new trial, and is being filed within 10 days after a final judgment or decree was entered. The final order was entered on _____.</p> <p><input type="checkbox"/> Other Excluded Motion (must specify) _____</p>

Step 2. Select the \$0, \$129 or \$57 filing fee in the box below.

<p><input checked="" type="checkbox"/> \$0 The Motion/Opposition being filed with this form is not subject to the \$129 or the \$57 fee because:</p> <p><input checked="" type="checkbox"/> The Motion/Opposition is being filed in a case that was not initiated by joint petition.</p> <p><input type="checkbox"/> The party filing the Motion/Opposition previously paid a fee of \$129 or \$57.</p> <p>-Or-</p> <p><input type="checkbox"/> \$129 The Motion being filed with this form is subject to the \$129 fee because it is a motion to modify, adjust or enforce a final order.</p> <p>-Or-</p> <p><input type="checkbox"/> \$57 The Motion/Opposition being filing with this form is subject to the \$57 fee because it is an opposition to a motion to modify, adjust or enforce a final order, or it is a motion and the opposing party has already paid a fee of \$129.</p>
--

Step 3. Add the filing fees from Step 1 and Step 2.

<p>The total filing fee for the motion/opposition I am filing with this form is:</p> <p><input checked="" type="checkbox"/> \$0 <input type="checkbox"/> \$25 <input type="checkbox"/> \$57 <input type="checkbox"/> \$82 <input type="checkbox"/> \$129 <input type="checkbox"/> \$154</p>

Party filing Motion/Opposition: Willick Law Group Date: 11/23/20

Signature of Party or Preparer: /s/ Mallory Yeargan

P:\wp19\SHEIKHALH\DRAFTS\00469226.WPD/my

DEF000088

ROA000864

EXHIBIT “F”

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

2
3
4

5
6
7
8
9
0

- 1.
- 2.
- 3.
- 4.
- 5.

7

21

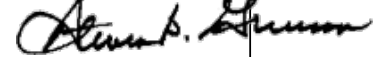
23

24

25

26
27

EXHIBIT “G”



MOT

ROBERT A. RABBAT
Nevada Bar Number 12633
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 Plaintiff Hamid Sheikhai

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

HAMID SHEIKHAI,	)	Case No. D-18-575686-L
	)	Dept.: R
Plaintiff,)	
vs.	)	MOTION TO SET ASIDE OFFER OF
	)	JUDGMENT, RESET TRIAL, AND RE-
VICTOR BOTNARI,	)	OPEN DISCOVERY; DECLARATION OF
	)	HAMID SHEIKHAI
Defendant.)	
<hr/>		
JESSICA WILDE-GUZUN,)	
)	
Intervener,	)	HEARING DATE REQUESTED
vs.)	
)	
HAMID SHEIKHAI, and VICTOR)	
BOTNARI, and DOES and ROES 1 thru 10,)	
inclusive,)	
)	
Defendants.)	
<hr/>		

NOTICE: YOU MAY FILE A WRITTEN RESPONSE TO THIS MOTION WITH THE
CLERK OF THE COURT AND PROVIDE THE UNDERSIGNED WITH A COPY OF
YOUR RESPONSE WITHIN 14 DAYS OF YOUR RECEIPT OF THIS MOTION.
FAILURE TO FILE A WRITTEN RESPONSE WITH THE CLERK OF THE COURT
WITHIN 14 DAYS OF YOUR RECEIPT OF THIS MOTION MAY RESULT IN THE
REQUESTED RELIEF BEING GRANTED BY THE COURT WITHOUT A HEARING
PRIOR TO THE SCHEDULED HEARING DATE

MOTION TO SET ASIDE OFFER OF JUDGMENT, RESET TRIAL, AND
RE-OPEN DISCOVERY

Case Number: D-18-575686-L

DEF000090
ROA000868

1 **MOTION TO SET ASIDE OFFER OF JUDGMENT, RESET TRIAL, AND**
2 **RE-OPEN DISCOVERY**

3 COMES NOW plaintiff Hamid Sheikhai by and through his counsel, the law firm
4 Enenstein Pham & Glass, and hereby files this Motion to Reset Trial, Re-Open Discovery and
5 Set Aside Offer of Judgment.

6 This Motion is made and based upon Nevada Rules of Civil Procedure 26, 60(b), EDCR
7 2.35, the pleadings and papers on file in this matter; the following Memorandum of Points and
8 Authorities; the Declaration of Hamid Sheikhai; the entire records in this case; and the attached
9 exhibits and upon such argument as the Court may entertain at the hearing on the underlying
10 Motion.

11 Dated this 31st day of March 2021.

ENENSTEIN PHAM & GLASS LLP

12
13 By: _____

Robert A. Rabbat, Esq.
Nevada Bar No.: 12633
11920 Southern Highlands Pkwy., Suite 103
Las Vegas, Nevada 89141
Tel.: (702) 468-0808
Fax: (702) 920-8228
Email: rrabbat@enensteinlaw.com

Attorneys for Plaintiff Hamid Sheikhai

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Hamid Sheikhai made an offer of judgment under Nevada Rule of Civil
4 Procedure based on a set of facts and circumstances that he believe existed at the time he made
5 that offer and contingent on defendant Victor Botnari's cooperation. But Sheikhai has since
6 learned that Botnari hid several critical facts from Sheikhai, including that Botnari was actively
7 violating a preliminary injunction and other court orders in a related case that is also purportedly
8 resolved by the same proposed offer of judgment. Sheikhai also subsequently learned that
9 Botnari caused approximately \$50,000 in damage to real property at issue in Sheikhai's proposed
10 offer of judgment. Further, Botnari has failed and refused to cooperate, thereby preventing
11 Sheikhai from being able to perform his obligations under the proposed offer of judgment.
12 Consequently, Sheikhai moves under Nevada Rules of Civil Procedure 26, 60(b) and EDCR 2.35
13 for an Order setting aside the proposed offer of judgment, resetting this case for trial, and
14 reopening discovery.

15 **II. FACTS**

16 **A. Background and the History Between the Parties**

17 In 1999, Sheikhai opened an auto shop under the name "Zip Zap Auto" in Concord,
18 California. Declaration of Hamid Sheikhai ("Sheikhai Decl.") ¶ 2. Sheikhai sold that business in
19 2009. *Id.* In 2011, Sheikhai moved to Las Vegas and created and registered with the Nevada
20 Secretary of State an entity called Samir, LLC. *Id.* That same year, Sheikhai, through Samir,
21 LLC, opened a new auto shop that operated by the name Zip Zap Auto. *Id.* This shop was
22 located at 3230 N. Durango Dr., Las Vegas, Nevada ("Zip Zap Auto"). *Id.* Sheikhai also
23 registered Zip Zap Auto with the Clark County Clerk's Office as the fictitious firm name for
24 Samir, LLC. *Id.*

25 In later 2011, Sheikhai was operating Zip Zap Auto when his ex-wife introduced him to
26 Victor Botnari, who at the time was looking for work. *Id.* ¶ 3. Sheikhai's ex-wife explained that
27 Botnari was an immigrant from Moldova who was homeless and jobless who feared being
28 deported based on a failed immigration petition. *Id.* Sheikhai empathized with Botnari's

1 situation. *Id.* After all, Sheikhai is an immigrant from Iran who came to the United States
2 without a job or home and eventually became a successful businessman. *Id.*

3 In late 2011, Sheikhai hired Botnari to work at Zip Zap Auto. *Id.* Botnari was a hard-
4 worker and quickly gaining Sheikhai's trust. *Id.*

5 In March 2013, Sheikhai and Samir, LLC sold Zip Zap Auto to an entity called Jens, Inc.
6 for \$300,000. *Id.* ¶ 4. But Sheikhai and Samir, LLC purchased the shop back from Jens, Inc. one
7 year later. *Id.* One month after repurchasing Zip Zap Auto, Sheikhai and Botnari reached an
8 agreement by which Botnari would manage all aspects of the operations of the Zip Zap Auto shop
9 and pay to Sheikhai \$10,000 per month to rent the shop. *Id.* Any revenues above that \$10,000
10 per month that Botnari paid to Sheikhai would be Botnari's payment for operating the shop. *Id.*

11 In or around May 2014, Botnari, with Sheikhai's assistance, created Vitiok, LLC and
12 registered it with the Nevada Secretary of State so that Botnari had a legal entity through which to
13 operate the Zip Zap Auto shop. *Id.* ¶ 5. Sheikhai and Botnari discussed that it would be easier for
14 Botnari to obtain insurance and the required licensing for a smog station license if he operated the
15 business through an entity. *Id.* Botnari also registered Zip Zap Auto as Vitiok's fictitious firm
16 name with the Clark County Clerk's Office. *Id.* But neither Sheikhai nor Samir, LLC agreed to
17 transfer ownership of Samir, LLC, or Zip Zap Auto, or any related assets to Botnari or Vitiok. *Id.*
18 Similarly, neither Sheikhai nor Samir, LLC intended to transfer ownership of Zip Zap Auto,
19 Samir, LLC, or any related assets to Botnari or Vitiok at that time or at any other time. *Id.*

20 On May 4, 2014, Sheikhai and Botnari were married in Nevada. *Id.* ¶ 6.

21 On or around June 1, 2014, Botnari convinced Sheikhai to execute a Bill of Sale by which
22 Botnari purportedly purchased one half of Sheikhai's assets, including Zip Zap Auto, for \$1. *Id.* ¶
23 7. Botnari represented that the Bill of Sale would serve two purposes. *Id.* ¶ 7. First, Botnari
24 represented to Sheikhai that the Bill of Sale would help Vitiok and Botnari obtain the insurance
25 and smog testing license that Zip Zap Auto needed. *Id.* Second, Botnari represented to Sheikhai
26 that transferring ownership of Sheikhai's assets to Botnari would facilitate the immigration
27 procedures for Botnari, especially given that Botnari had a prior failed immigration petition. *Id.*
28 However, neither Sheikhai nor Samir, LLC intended to sell any assets, business, or ownership

1 interest in Zip Zap Auto or any other businesses or assets to Botnari or Vitiok for patently
2 insufficient amount of \$1. *Id.*

3 In August 2014, Sheikhai purchased a home at 2964 Sun Lake Drive, in Las Vegas (“Sun
4 Lake Property”). *Id.* Because Sheikhai and Botnari were married at that time, they were both on
5 the deed. *Id.* In November 2016, Sheikhai and Botnari executed a deed transferring title to the
6 Sun Lake Property to a real estate holding company called Stone & Stone, LLC (“Stone &
7 Stone”). *Id.*

8 **B. The Currently Pending Litigation Involving Botnari and Sheikhai**

9 On March 28, 2018, Sheikhai and Botnari filed a Joint Petition for Annulment
10 (“Annulment Petition”) in the District Court in Douglas County, Ninth Judicial District, thereby
11 commencing Case Number D-18-575686-L (“Annulment Case”). RJN, Ex. 17 (Annulment
12 Petition). In the Annulment Case, Sheikhai and Botnari sought an Order finding that “any bonds
13 of matrimony now and heretofore existing between the parties be declared null and void and the
14 marriage treated as though it never occurred.” *Id.* at p. 5. Two days later, District Judge Thomas
15 W. Gregory entered a Decree of Annulment that dissolved and declared null and void the
16 marriage between Sheikhai and Botnari. RJN, Ex. 30.

17 In May 2018, Botnari and Vitiok made their last monthly rent payment of \$10,000 to
18 Sheikhai as part of the agreement for Botnari and Vitiok to operate the Zip Zap Auto location.
19 Sheikhai Decl. ¶ 10.

20 In June 2018, Botnari moved to change venue in the Annulment Case from Douglas
21 County to Clark County on the pretext of needing to file post-decree motions and the Douglas
22 County District Court granted the motion and the case was transferred to Clark County,
23 eventually coming before Judge Bill Henderson. *See* RJN, Exs. 20, 21. But shortly after the case
24 was transferred to Clark County, Botnari moved the Court for an Order vacating the Decree of
25 Annulment. RJN, Ex. 22 (Jan. 14, 2019 Amended Order). That issue, and several other issues
26 related to the marriage and the validity of the Decree of Annulment, were vigorously litigated for
27 over two years. Sheikhai Decl. ¶ 12.

28 While he was challenging the Decree of Annulment in the Annulment Case, Botnari

1 launched attacks on the issues already decided in the Annulment Case by filing two additional
2 cases in Clark County. First, on September 6, 2019, Botnari filed a complaint in the District
3 Court in Clark County, Eighth Judicial District, that commenced the matter *In the Matter of the*
4 *Petition of Victor Botnari*, Case No. A-19-801513-P (“Botnari Case”). Sheikhai Decl. ¶¶ 13.
5 Botnari eventually filed a First Amended Complaint in the Botnari Case. RJN, Ex. 19. In that
6 case, Botnari named Sheikhai and Stone & Stone as defendants and asserted claims regarding
7 Botnari’s purported ownership interest in Stone & Stone. Sheikhai Decl. ¶ 13. Sheikhai is not the
8 managing member of Stone & Stone and does not have authority to act on its behalf. *Id.* In his
9 First Amended Complaint in the Botnari Case, Botnari asserted the following fifteen claims for
10 relief: (1) dissolution of Stone & Stone pursuant to NRS § 86.495, (2) appointment of a receiver,
11 (3) injunctive relief, (4) declaratory relief, (5) accounting, (6) breach of contract, (7) breach of
12 covenant of good faith and fair dealing, (8) tortious breach of covenant of good faith and fair
13 dealing, (9) unjust enrichment, (10) fraud / intentional misrepresentation, (11) constructive fraud,
14 (12) negligent misrepresentation, (13) intentional interference with economic interest, (14) breach
15 of fiduciary duties, and (15) civil conspiracy. RJN, Ex. 19.

16 In the second prong of his multi-faceted attack on the Decree of Annulment, Botnari,
17 through Vitiok, filed a November 22, 2019 Complaint in the District Court in Clark County,
18 Eighth Judicial District, that commenced the matter *Vitiok, LLC v. SLC, LLC et al.*, Case No. A-
19 19-805955-C (“Vitiok Case”). Sheikhai Decl. ¶ 14; RJN, Ex. 18. In addition to naming SLC as a
20 defendant, Vitiok also named Sheikhai and Zohreh Amiryavari as defendants. *Id.* Amiryavari is
21 the managing member for SLC with the authority to bind SLC to agreements. *Id.* In the
22 Complaint in the Vitiok Case, Botnari (through Vitiok) asserted the following six claims for
23 relief: (1) unjust enrichment, (2) intentional interference with economic interest, (3) civil
24 conspiracy, (4) injunctive relief, (5) declaratory relief, and (6) accounting. RJN, Ex. 18.

25 While all three cases were pending, Botnari repeatedly challenged whether the Annulment
26 Case was subject to Judge Henderson’s “jurisdiction to make a determination whether or not the
27 decree of annulment which is issued through the Ninth District stands or not.” RJN, Ex. 23 at Ex.
28 1 thereto (Transcript) at p. 12. Judge Henderson eventually entered an Order that unequivocally

1 stated that the Court had jurisdiction to hear the challenge to the Decree of Annulment and that he
2 had “already definitively ruled on the issue of setting aside the annulment and/or whether the
3 annulment stands.” RJN, Ex. 23 at p. 13. Indeed, Judge Henderson’s Order from the October 15,
4 2020 Hearing stated *no less than forty-four times* that the “Court, having jurisdiction to do so”
5 ruled on the issues presented to Judge Henderson. RJN, Ex. 23 at pp. 1-13.

6 On August 25, 2020, Sheikhai moved Judge Johnson in the Vitiok Case for an Order for
7 leave to amend his Answer to the Complaint and to file a counterclaim (“Motion to Amend
8 Answer and Assert Counterclaim”). Sheikhai Decl. ¶¶ 15. Through the Motion to Amend
9 Answer and Assert Counterclaim, Sheikhai sought to assert claims against Botnari and several of
10 his associates and business partners, namely Larisa Mereora, Thomas Mulkins, Nina Grozav, Ion
11 Neagu (“Ion”), Alisa Neagu (“Alisa”), and NNG, LLC dba Universal Motorcars (“NNG”). *Id.*

12 On October 10, 2020, the Court granted Sheikhai’s Motion for Leave to Amend Answer
13 and Assert Counterclaim with some modifications to the proposed pleading. *Id.* ¶ 16; RJN, Ex.
14 24. In its Order, the Court advised that any of Sheikhai’s claims against non-named parties
15 should be asserted by “initiat[ing] third-party action(s) related to the claims.” RJN, Ex. 24. On
16 October 26, 2020, Sheikhai filed an Amended Answer and Counterclaim based on Judge
17 Johnson’s Order. *See* RJN, Ex. 26 at p. 4.

18 But Sheikhai later discovered that only two days after the Court granted Sheikhai’s
19 Motion for Leave to Amend Answer and Assert Counterclaim, NNG was dissolved. Sheikhai
20 Decl. ¶ 16. Regardless, Botnari, Vitiok, Grozav, Mereora, Mulkins, Alisa, and Ion continued to
21 operate the auto shop called “Universal Motorcars.” *Id.* ¶ 17. Sheikhai eventually discovered that
22 the name of the entity that owns the Universal Motorcars auto shop was changed from NNG to
23 Universal Motorcar LLC. *Id.* But nothing else changed. *Id.* They still operate the same auto
24 shop under the same name at the same location. *Id.*

1 **C. Judge Johnson Entered an Order that Prohibited Botnari from Disparaging**
2 **Sheikhai or SLC and Required Botnari and Vitiok to Return the Trade Secrets they**
3 **Misappropriated from Sheikhai and SLC; But Botnari Repeatedly Violated that**
4 **Court Order**

5 On January 7, 2021, Judge Johnson held an evidentiary hearing on Sheikhai's Motion for
6 Preliminary Injunction ("PI Motion"). RJN, Ex. 29. At that hearing, Judge Johnson entered an
7 Order on Sheikhai's Motion for Preliminary Injunction in which it denied the motion "with
8 respect to taking [negative and disparaging online] posts off" of the internet. *Id.* The parties
9 entered into a "stipulation ... that neither party shall disparage the other or their respective
10 businesses." *Id.* In addition, in ruling on the PI Motion, the "***COURT ORDERED ... parties***
11 ***could not disparage each other or the opposing businesses.***" *Id.*, emphasis added. Regardless,
12 Botnari has launched a campaign to smear Sheikhai and his business through a variety of bogus
13 online reviews made in the names of actual former Zip Zap Auto customers. *See* Sheikhai Decl.
14 ¶¶ 28-33, Exs. 1-3. But Botnari is using an older version of the customer list that only he could
15 access in order to come up with the names of actual customers; and Botnari likely does not know
16 that Sheikhai has updated the lists and has contacted the customers that supposedly disparaged
17 Zip Zap Auto. *Id.* ¶¶ 34-35, Exs. 4-5.

18 Botnari also attacked Sheikhai and Zip Zap Auto from another angle by attempting to
19 disrupt Sheikhai's online management accounts for his email and phone services. *Id.* ¶¶ 36-37,
20 Exs. 6-7. But Botnari attempted, failed, and was caught perpetrating this same scheme in March
21 2018. *Id.* ¶¶ 38, Ex. 8.

22 On January 11, 2021, Judge Johnson gave further consideration to defendants' PI Motion
23 and "grant[ed a] preliminary injunction to [SLC and Sheikhai] as it applies to its client and/or
24 customer lists allegedly taken by Plaintiff Vitiok, LLC and Cross-Claimant or Third-Party
25 Defendant Victor Botnari in 2018." RJN, Ex. 28. In the January 11, 2021 Minute Order, Judge
26 Johnson ordered Vitiok and Botnari "to return the client and/or customer lists to SLC, LLC and
27 Sheikhai immediately, without keeping or making any copies thereof, and ... prohibited [them]
28 from directly soliciting patronage or business from these clients and/or customers." *Id.*

Not only have Botnari and Vitiok failed to return the customer lists, but Botnari and his co-conspirators owning and operating Universal Motorcars have *increased* their unauthorized use of the confidential customer list and trade secret information. Sheikhai Decl. ¶¶ 18.

D. Botnari and Sheikhai Purported to Resolve All Three Cases, but Did Not Include Any Other Parties in the Purported Judgment

On January 6, 2021, Sheikhai served on Botnari a document entitled Plaintiff, Hamid Sheikhai’s Second Offer of Judgment (“Proposed OOJ”). *Id.* ¶ 19, Ex. 9. Sheikhai’s Proposed OOJ included the caption for the Annulment Case but in the body of the document purported to resolve three cases (*i.e.*, Annulment Case, Botnari Case, and Vitiok Case). *Id.*, Ex. 9 ¶¶ 7-8. The Proposed OOJ was offered by Sheikhai and directed “to Defendant, Victor Botnari, in an effort to fully resolve the parties’ financial claims.” *Id.*, Ex. 9 at p. 1. But Sheikhai did not sign the Proposed OOJ; rather, one of his attorneys inserted her electronic signature. *Id.*, Ex. 9 at p. 4. The Proposed OOJ was not presented by or to Stone & Stone, SLC, Vitiok, Amiryavari, Grozav, Mereora, Mulkins, Alisa, Ion, or NNG. *See id.*, Ex. 9.

Under the Proposed OOJ, Sheikhai offered to pay to Botnari “a one-time payment of \$1,000,001 in cash within 120 days of acceptance” of the Proposed OOJ. *Id.*, Ex. 9 ¶ 5. Although Stone & Stone was not a party to and did not agree to the terms of the Proposed OOJ, Sheikhai was obligated to assume the loan on the Sun Lake Property (a property owned by Stone & Stone) pursuant to the Proposed OOJ. *Id.*, Ex. 9 ¶ 10. In addition, the Proposed OOJ requires Botnari to cooperate with Sheikhai to refinance the loan on the Sun Lake Property: “[Botnari] shall cooperate to have [the loan on the Sun Lake Property] refinanced within 90 days from the date of acceptance of this offer.” *Id.*, Ex. 9 ¶ 10. In other words, Sheikhai was going to fund the one-time payment to Botnari with the funds obtained through refinancing the loan on the Sun Lake Property. Sheikhai Decl. ¶ 19. The Proposed OOJ also required Botnari to vacate the Sun Lake Property. *Id.*, Ex. 9 ¶ 9.

In addition, according to the Proposed OOJ:

The parties agree to waive all claims they may have either personally or through their business affiliations in this and any other litigation, known or unknown, including, but not limited to, the claims in cases D-18-575686-L, A-190805955-C

1 and A-19-801513-P, to dismiss all claims they have in all courts against each other,
2 or any other party named or implicated in the foregoing named cases, and vacate all
pending trial and hearing dates.

3 The parties agree this *Offer of Judgment* shall be binding upon and inure to the
4 benefit of the Parties hereto and their respective successors, attorneys, predecessors,
5 parents, subsidiaries, affiliates, or other related entities howsoever organized, and
upon all shareholders, officers, directors, members, trustees, successor trustees,
beneficiaries, employees, heirs, executors and administrators of the Parties, and is
enforceable against them in accordance with its terms.

6 *Id.*, Ex. 9 ¶¶ 11-12.

7 On January 15, 2021, Botnari advised Sheikhai that Botnari, and only Botnari, accepted
8 the Proposed OOJ. *Id.* ¶ 20, Ex. 10 at p. 1. But Botnari did not sign the acceptance; rather, his
9 attorney inserted his electronic signature. *Id.*, Ex. 10 at p. 2.

10 On January 21, 2021, Sheikhai filed in the Botnari Case a Stipulation and Order to Vacate
11 Hearing Pending Settlement. RJN, Ex. 27 at p. 5.

12 **E. Sheikhai Attempted to Perform His Part of the Conditional Proposed OOJ,**
13 **but Was Thwarted by Botnari's Refusal to Perform**

14 In January 2021, Sheikhai completed and submitted the paperwork necessary to start the
15 process of assuming the loan on the Sun Lake Property and refinancing. Sheikhai Decl. ¶ 21.
16 Part of that process included signing a notarized Affidavit – Uninsured Deed concerning the
17 transfer of the deed to Stone & Stone in 2016. *Id.* Sheikhai completed and signed this affidavit in
18 front of a notary public. *Id.* ¶ 21, Ex. 11.

19 Despite his obligation under the Proposed OOJ to cooperate with Sheikhai to refinance the
20 loan on the Sun Lake Property, to date Botnari has actively prevented Sheikhai from being able to
21 refinance. Sheikhai Decl. ¶ 22. Specifically, Sheikhai has repeatedly sent to Botnari and his
22 counsel an affidavit regarding the Deed delivered to Stone & Stone but Botnari has refused to
23 sign it. *Id.* Lawyers Title of Nevada has also sent to Botnari the affidavit and explained why it is
24 necessary, but Botnari still refuses to sign. *Id.* ¶ 23, Ex. 12.

25 Sheikhai's application to refinance the loan was denied because the lender did not receive
26 the affidavit completed by Botnari. *Id.* ¶ 24. At this point, a lender cannot process and approve a
27 loan application before the 90 day mark even if Botnari provides a signed, notarized affidavit
28 today. *Id.* ¶ 24. In other words, Sheikhai's performance under the Proposed OOJ has been

1 rendered impossible by Botnari's refusal to cooperate. *Id.*

2 In January 2021, Stone & Stone sought to sell the Sun Lake Property to a third party. *Id.* ¶
3 25. In fact, Stone & Stone found a buyer, entered into a contract for the sale of the property,
4 Botnari vacated the Sun Lake Property in January or February 2021, and Sheikhai did a walk
5 through to make sure the property was in good condition. *Id.* But Botnari caused significant
6 damage to the Sun Lake Property and removed multiple fixtures, including built-in fixtures that
7 caused significant damage when removed. *Id.*

8 In all, the cost of repairing the damage and replacing the fixtures Botnari took from the
9 Sun Lake Property costs approximately \$50,000. *Id.* ¶¶ 25-27. More specifically, Sheikhai
10 discovered that Botnari removed, among other items, lighting fixtures, exhaust fans, plumbing
11 fixtures, thermostats, security cameras and DVR, towel racks, bathroom fixtures, and data
12 communication wires. *Id.*, ¶¶ 26-27, Exs. 14-16. All of this must be replaced and Sheikhai is
13 liable to Stone & Stone for the cost of replacing those fixtures. *Id.* ¶ 27.

14 Botnari also damaged and left components of the Sun Lake Property unusable. For
15 instance, Botnari left exposed electrical wires, some of which shorted out and burned the
16 surrounding areas, he damaged the electrical panel and circuit breakers which has left sections of
17 the house without power. *Id.* ¶¶ 26-27. He also damaged the built-in sprinkler system, left the
18 HVAC system inoperative, damaged the hot tub and pool pumps and heaters, damaged the
19 intercom system and data communication outlets, left holes in interior and exterior walls and
20 damaged flooring and carpeting. *Id.* ¶¶ 26-27, Exs. 14-16. All of this must be fixed or replaced
21 and Sheikhai is liable to Stone & Stone for the cost of repair or replacement. *Id.* ¶ 27.

22 **III. SHEIKHAI SATISFIED THE MEET AND CONFER REQUIREMENTS UNDER**
23 **EDCR 5.501**

24 A moving party "must attempt to resolve the issues in dispute with the other party"
25 "before any family division matter motion is filed." EDCR 5.501(a). Here, on March 29, 2021,
26 Sheikhai sent a meet and confer letter ("Meet and Confer Letter") to Botnari's counsel that
27 attempted to resolve the issues in dispute. Attached hereto as Exhibit 31 is a true and correct copy
28 of the March 29, 2021 Meet and Confer Letter. After Sheikhai served the Meet and Confer, a

1 check of the docket in the Annulment Case revealed that, unbeknownst to Sheikhai, on March 19,
2 2021, Botnari filed an Acceptance of Plaintiff, Hamid Sheikhai's Second Offer of Judgment.

3 That document was not served on Sheikhai or his counsel.

4 **IV. ARGUMENT**

5 **A. The Proposed OOJ is Invalid on its Face**

6 The validity of an offer of judgment made under Rule 68 of the Nevada Rules of Civil
7 Procedure is generally determined by analogy to contract law. *See Nordby v. Anchor Hocking*
8 *Packaging Co.*, 199 F.3d 390, 392 (7th Cir.1999). That analogy, however, is somewhat limited
9 because rejecting a contractual offer generally imposes no legal consequences, while rejecting a
10 Rule 68 offer may impose legal obligations to cover litigation costs. *Id.*; *see Frazier v. Harris*,
11 218 F.R.D. 173, 174–75 (C.D. Ill. 2003) (purported offer of judgment conditioned on further
12 approval was an invitation to opposing party to make an offer to settle the case, not a valid offer
13 of judgment).

14 **1. *The Proposed OOJ is an Invalid Conditional Offer of Judgment***

15 In general, an offer under Rule 68 “must specify a definite sum for which judgment may
16 be entered, which plaintiff can either accept or reject. ***It must be unconditional....***” *Stockton*
17 *Kenworth, Inc. v. Mentzer Detroit Diesel, Inc.*, 101 Nev. 400, 404, 705 P.2d 145, 148 (1985)
18 (internal quotation marks and citations omitted) (emphasis added). In order to be an invalid
19 conditional offer, the offer need not expressly state that it is conditional. *See, e.g., Marnell v.*
20 *Carbo*, 499 F.Supp.2d 202 (N.D.N.Y.2007) (although not stated on its face, offer from City was
21 contingent and thus invalid because it required approval of City Council before City could
22 comply).

23 Here, the Proposed OOJ is conditional or contingent on various events, and thus invalid.
24 First and foremost, Sheikhai is obligated to “have [the loan] refinanced within 90 days from the
25 date of acceptance of this offer.” Sheikhai Decl., Ex. 9 ¶ 10. That obligation necessarily requires
26 that a lender approve an application to refinance the loan, *and* do so within 90 days. But Sheikhai
27 has no control over whether a lender will approve a refinancing for the loan. Nor does he have
28 any control over how long it will take a lender to make a decision on a refinance application.

Moreover, Botnari “shall cooperate to have [the loan] refinanced.” *Id.* That provision necessarily requires the cooperation of Botnari, which Sheikhai cannot control. Indeed, Botnari’s failure to cooperate illustrates how the Proposed OOJ is contingent. More particularly, Botnari has refused to sign the Affidavit – Uninsured Deed regarding the deed transfer to Stone & Stone and the lender denied Sheikhai’s application because of Botnari’s refusal to submit it. Sheikhai Decl. ¶¶ 22-23, Exs. 12, 13. Not only is the Proposed OOJ conditional, but Sheikhai’s performance is conditioned on Botnari’s cooperation, and Botnari has refused to cooperate. As such, the conditional Proposed OOJ is invalid.

2. The Proposed OOJ Is an Invalid Unapportioned Offer of Judgment

Unapportioned joint offers of judgment are invalid. *See* Nev.R.Civ.P. 68; NRS § 17.117. An offer of judgment is unapportioned, and thus invalid, where there are multiple offerees but the offer fails to distinguish how much would be paid by each defendant to settle their claims. *Parodi v. Budetti*, 115 Nev. 236, 240, 984 P.2d 172, 175 (1999); *Morgan v. Demille*, 106 Nev. 671, 799 P.2d 561 (1990); *Ramadanis v. Stupak*, 104 Nev. 57, 752 P.2d 767 (1988). An exception to this rule applies where there is “either a single theory of liability or derivative liability for all, and both call for the same person or entity to be able to make the decision of whether or not to settle.” *RTTC Commc’ns, LLC v. Saratoga Flier, Inc.*, 121 Nev. 34, 42, 110 P.3d 24, 29 (2005).

Here, the Proposed OOJ is unapportioned because it purports to resolve “all claims [Sheikhai and Botnari] may have either personally or through their business affiliations” and all claims they “or any other party named or implicated” made in the Annulment Case, Botnari Case and Vitiok Case.” Sheikhai Decl., Ex. 9 ¶ 11. But the Proposed OOJ does not distinguish whether the full cash payment of \$1,000,001 is from Sheikhai or from a combination of the parties. Moreover, Botnari relinquishes “his alleged 12% ownership of Stone & Stone” but it is not clear whether Stone & Stone or its managing member Sierra Lima Trust are responsible for any of the payment in exchange for Botnari relinquishing his alleged ownership interest. And despite the language in the Proposed OOJ that there is “a common theory of liability against [Sheikhai] and that the liability ... of all is derivative of common acts of another,” there are claims in the three cases that are not based on the “common theory” or are “derivative.” More

1 particularly, some of Botnari's potential liability arises from his unsupported claim to marital
2 property, while other of the liability arises from Botnari's theft of trade secrets and use of those
3 trade secrets in a competing business, while other of the liability arises from defamatory
4 statements he has made about Sheikhai and SLC.

5 **B. The Legal Standard for Relief from a Judgment or Order**

6 A district court "may relieve a party or its legal representative from a final judgment,
7 order, or proceeding for the following reasons:

8 (1) mistake, inadvertence, surprise, or excusable neglect;

9 (2) newly discovered evidence that, with reasonable diligence, could not have been
10 discovered in time to move for a new trial under Rule 59(b);

11 (3) fraud (whether previously called intrinsic or extrinsic), misrepresentation, or
misconduct by an opposing party;

12 (4) the judgment is void;

13 (5) the judgment has been satisfied, released or discharged; it is based on an earlier
14 judgment that has been reversed or vacated; or applying it prospectively is no longer
equitable; or

15 (6) any other reason that justifies relief."

16 Nev.R.Civ.P. 60(b); *see also* Fed.R.Civ.P. 60.

17 "A motion under Rule 60(b) must be made within a reasonable time—and for reasons
18 (1), (2), and (3) no more than a year after the entry of the judgment or order or the date of the
19 proceeding." Nev.R.Civ.P. 60(c)(1); *see also* Fed.R.Civ.P. 60(c)(1). The party seeking to set
20 aside a judgment under Rule 60(b) has to burden to prove the mistake, inadvertence, surprise or
21 excusable neglect by a preponderance of the evidence. *Britz v. Consol. Casinos Corp.*, 87 Nev.
22 441, 446, 488 P.2d 911, 915 (1971); *see also Kahn v. Orme*, 835 P.2d 790, 108 Nev. 510 (1992)
23 overruled on other grounds by *Epstein v. Epstein*, 113 Nev. 1401, 950 P.2d 771 (1997).

24 Here, judgment has not been entered in any of the three cases; not in the Annulment Case,
25 not in the Botnari Case, and not in the Vitiok Case. Rather, the parties stipulated to vacate future
26 hearing dates on the expectation that the dispute had been resolved based on the invalid Proposed
27 OOJ. But the Proposed OOJ does not resolve this Annulment Case or the Vitiok Case or the
28 Botnari case.

1 This request under Rule 60(b) is timely because it is made less than seventy days after the
2 Stipulation and Order.

3 ***1. The Proposed OOJ Should be Set Aside Because it is Defective as the***
4 ***Result of Mistake, Inadvertence or Excusable Neglect***

5 The Proposed OOJ includes several critical provisions that are inconsistent with the claims
6 at issue and omits other critical provisions. This can only be the result of mistake, inadvertence or
7 excusable neglect on the part of both sides. In deciding whether to grant relief from judgment or
8 an order on the grounds of mistake, inadvertence or excusable neglect under Nevada Rule of Civil
9 Procedure 60(b)(1), courts consider the following: (1) “danger of prejudice” to nonmoving party;
10 (2) “length of delay and its potential impact on judicial proceedings”; (3) “reason for the delay,
11 including whether it was within the reasonable control of movant”; and (4) “whether movant
12 acted in good faith.” *Pioneer Inv. Servs. Co. v. Brunswick Assocs. Ltd. P’ship*, 507 U.S. 380, 395,
13 113 S. Ct. 1489, 1493 (1993); *see also In re Sas*, 488 B.R. 178, 184 (Bankr. D. Nev. 2013); *TCI*
14 *Group Life Ins. Plan v. Knoebber*, 244 F.3d 691, 696 (9th Cir. 2001). All of these considerations
15 favor setting aside the Proposed OOJ.

16 Here, the Proposed OOJ by its express terms purportedly “fully resolve[s] the parties’
17 ***financial claims***,” but the omission of the non-financial claims, whether by mistake, inadvertence
18 or excusable neglect, warrants setting aside the Proposed OOJ. Sheikhai Decl., Ex. 9 at p. 1.
19 More particularly, the parties assert claims for declaratory relief, injunctive relief, dissolution of a
20 limited liability company under NRS § 86.495, appointment of a receiver, accounting, and a claim
21 to set aside the Decree of Annulment concerning Botnari and Sheikhai’s marriage. *See* RJN, Exs.
22 17-19. Further, the day after Sheikhai served the Proposed OOJ, Judge Johnson entered an Order
23 precluding the parties from “disparage[ing] each other or the opposing businesses.” RJN, Ex. 29.
24 Then just four days later Judge Johnson entered a preliminary injunction ordering Botnari and
25 Vitiok “to return the client and/or customer lists to SLC, LLC and Sheikhai immediately, without
26 keeping or making any copies thereof, and ... prohibit[ing them] from directly soliciting
27 patronage or business from these clients and/or customers.” RJN, Ex. 28. None of this equitable
28 relief is addressed in the Proposed OOJ. *See* Sheikhai Decl., Ex. 9.

1 Analyzing these glaring omissions in light of the considerations discussed in *Pioneer Inv.*
2 *Servs.* makes it clear that setting aside the Proposed OOJ is appropriate here. 507 U.S. at 395.

3 First, there is no danger of prejudice to Botnari if the Proposed OOJ is set aside. Indeed,
4 Botnari accepted and then almost immediately violated the terms of the Proposed OOJ. He has
5 refused to cooperate with Sheikhai to refinance the loan on the Sun Lake Property. As a result,
6 Sheikhai has been unable to refinance. *See* Sheikhai Decl. ¶¶ 22-24, Exs. 12, 13. Botnari also
7 caused approximately \$50,000 in damage to the Sun Lake Property, which has also made it harder
8 to sell the property or to get the full value for the property. *See id.* ¶¶ 26-27, Exs. 15, 16. “If
9 there is anything well settled, it is that the party who commits the first breach of a contract cannot
10 maintain an action against the other for a subsequent failure to perform.” *Bradley v. Nevada-*
11 *California-Oregon Ry.*, 42 Nev. 411, 178 P. 906, 908 (1919); *see Young Elec. Sign Co. v.*
12 *Fohrman*, 86 Nev. 185, 187–88, 466 P.2d 846, 847 (1970) (“The lessee’s material breach in
13 failing to pay rent excused further performance by the lessor. Rest. of Contracts (1932) s 397.”);
14 *see also Nordby*, 199 F.3d at 392 (analogizing validity of Rule 68 offer of judgment to contract
15 law). Thus, by materially violating and breaching his obligations under the Proposed OOJ,
16 Botnari cannot enforce the terms of the Proposed OOJ.

17 Further, despite Judge Johnson’s Orders prohibiting Botnari’s use of the Zip Zap Auto
18 customer lists, Botnari has used, and continues to use, the customer list to solicit customers away
19 from Zip Zap Auto and to his competing auto shop. Judge Johnson also ordered Botnari to return
20 the customer list to Sheikhai and prohibited Botnari from making or keeping any copies of it, but
21 Botnari clearly still has the information because he is posting false and derogatory online reviews
22 under customer names that only appear on the older version of the customer list that Botnari
23 misappropriated. *See* Sheikhai Decl. ¶¶ 28-35. Sheikhai and SLC will be prejudiced if Botnari is
24 allowed to enforce the terms of an agreement that he is blatantly violating. Sheikhai and SLC will
25 be further prejudiced if the Proposed OOJ is enforced and Botnari and Vitiok are allowed to
26 continue violating the injunctive relief Sheikhai and SLC won in the Vitiok Case.

27 Second, there is minimal delay here. Indeed, Botnari only recently has filed a Notice of
28 Acceptance of the Proposed OOJ on March 19, 2021. And Sheikhai files this Motion almost

1 immediately after being denied the loan required to finance the financial obligations set forth in
2 the Proposed OOJ.

3 Third, the reason for the delay stems from Sheikhai giving Botnari an opportunity to
4 comply with his obligations under the Proposed OOJ, which obligations Botnari has breached.
5 Botnari refuses to sign the affidavit required to refinance the loan or transfer the deed. Botnari
6 has also destroyed the Sun Lake Property. Moreover, Judge Johnson entered a preliminary
7 injunction *after* Sheikhai served the Proposed OOJ but *before* Botnari accepted it. In other words,
8 if the Proposed OOJ is enforced, Botnari will be allowed to enforce an agreement he materially
9 breached *and* will be allowed to continue violating Judge Johnson's orders with impunity.

10 Fourth, Sheikhai has acted in good faith. Indeed, Sheikhai has applied to refinance the
11 loan as he was obligated to do. But his performance was thwarted by Botnari's refusal to comply
12 with his obligations under the Proposed OOJ.

13 **2. The Proposed OOJ Should be Set Aside Because of Newly Discovered**
14 **Evidence**

15 In order to obtain relief under Rule 60(b)(2), on grounds of newly discovered evidence,
16 the moving party must establish that: (1) the evidence was discovered after trial; (2) it exercised
17 due diligence to obtain the evidence for trial; (3) the evidence is not merely cumulative or
18 impeaching; (4) the evidence is material; and (5) the evidence is such that a new trial probably
19 would produce a new verdict. *United States v. Gustafson*, 728 F.2d 1078 at 1084 (8th Cir.1984).

20 Here, after making the Proposed OOJ, Sheikhai discovered that Botnari had caused
21 approximately \$50,000 in damage to the Sun Lake Property. Sheikhai Decl. ¶¶ 26-27, Exs. 14-16.
22 Further, Judge Johnson entered a preliminary injunction after Sheikhai served the Proposed OOJ
23 and Botnari has made several disparaging online comments about Zip Zap Auto after the
24 preliminary injunction was entered and in direct violation of Judge Johnson's Order. *See*
25 Sheikhai Decl. ¶¶ 28-35, Exs. 1-5.

1 **3. *The Proposed OOJ Should be Set Aside Because Botnari's Post-Offer***
2 ***and Post-Acceptance Conduct Warrants Setting Aside the Proposed OOJ***

3 A judgment may be set aside for "any other reason that justifies relief." Nev.R.Civ.P.
4 60(b)(6). Here, Botnari appears to have ramped up his attacks on Sheikhai and Zip Zap Auto
5 after he served an acceptance of the Proposed OOJ. In other words, Botnari acts as though the
6 Proposed OOJ is a hall pass to violate Judge Johnson's orders and Sheikhai's and SLC's rights.
7 Botnari has failed and refused to comply with Judge Johnson's order "to return the client and/or
8 customer lists to SLC, LLC and Sheikhai immediately, without keeping or making any copies
9 thereof." RJN, Exs. 28, 29. Vitiok, Botnari and Botnari's co-conspirators have directly solicited,
10 and continue to directly solicit, customers from Sheikhai's and SLC's customer list, and they are
11 using that list to post disparaging comments about Zip Zap Auto in an effort to drive customers to
12 their competing business. Sheikhai Decl. ¶¶ 28-35, Exs. 1-5. The Proposed OOJ sought to
13 resolve the claims between the parties, but Botnari's conduct has only created additional bases for
14 claims and justifies relief from the Proposed OOJ.

15 **V. CONCLUSION**

16 For the foregoing reasons, Sheikhai respectfully requests that the Court grant this Motion,
17 set aside the Proposed OOJ and reset the case for trial and re-open discovery.

18 Dated this 31st day of March 2021.

ENENSTEIN PHAM & GLASS LLP

19
20 By: 

21 Robert A. Rabbat, Esq.
22 Nevada Bar No.: 12633
23 11920 Southern Highlands Pkwy., Suite 103
24 Las Vegas, Nevada 89141
25 Tel.: (702) 468-0808
26 Fax: (702) 920-8228
27 Email: rrabbat@enensteinlaw.com

28 *Attorneys for Plaintiff Hamid Sheikhai*

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

3
4
5
6

7
8
9
10

11
12
13
14
15
16

17
18
19
20
21
22

23
24
25
26
27
28

1 LLC, or Zip Zap Auto, or any related assets to Botnari or Vitiok. Similarly, neither I nor Samir,
2 LLC intended to transfer ownership of Zip Zap Auto, Samir, LLC, or any related assets to Botnari
3 or Vitiok at that time or at any other time.

4 6. On May 4, 2014, Botnari and I were married in Nevada.

5 7. On or around June 1, 2014, Botnari convinced me to execute a Bill of Sale by
6 which Botnari purportedly purchased one half of my assets, including Zip Zap Auto, for \$1.
7 Botnari represented that the Bill of Sale would serve two purposes. First, Botnari represented to
8 me that it would help Vitiok and Botnari obtain the insurance and smog testing license that Zip
9 Zap Auto needed but had not yet obtained. Second, Botnari represented to me that transferring
10 ownership of my assets to Botnari would facilitate the immigration procedures for Botnari,
11 especially given that Botnari had a prior failed immigration petition. However, neither I nor
12 Samir, LLC intended to sell any assets, business, or ownership interest in Zip Zap Auto or any
13 other businesses or assets to Botnari or Vitiok for the patently insufficient amount of \$1.

14 8. In August 2014, I purchased a home at 2964 Sun Lake Drive, in Las Vegas ("Sun
15 Lake Property"). Because we were married at that time, we were both on the deed. In November
16 2016, we each executed a deed transferring title to the Sun Lake Property to a real estate holding
17 company called Stone & Stone, LLC ("Stone & Stone").

18 9. On March 28, 2018, we filed a Joint Petition for Annulment ("Annulment
19 Petition") in the District Court in Douglas County, Ninth Judicial District, thereby commencing
20 Case Number D-18-575686-L ("Annulment Case").

21 10. In May 2018, Botnari and Vitiok made their last monthly rent payment of \$10,000
22 to me as part of the agreement for Botnari and Vitiok to operate the Zip Zap Auto location.
23 Around this same time, Botnari and I broke off our business relationship by which Botnari and
24 Vitiok had been managing the Zip Zap Auto shop. When Botnari left in May 2018, he
25 misappropriated a copy of SLC's customer list that included all information from 2011 to 2018.

26 11. In June 2018, Botnari moved to change venue in the Annulment Case from
27 Douglas County to Clark County on the pretext of needing to file post-decree motions and the
28 Douglas County District Court granted the motion and the case was transferred to Clark County.

1 12. But shortly after the case was transferred to Clark County, Botnari moved the
2 Court for an Order vacating the Decree of Annulment. Over the following years, we litigated the
3 issues in the Annulment Case vigorously.

4 13. Then, on September 6, 2019, Botnari filed a complaint in the District Court in
5 Clark County, Eighth Judicial District, that commenced the matter *In the Matter of the Petition of*
6 *Victor Botnari*, Case No. A-19-801513-P (“Botnari Case”). In that case, Botnari focused on his
7 claims regarding his purported ownership interest in Stone & Stone. I am not the managing
8 member of Stone & Stone and do not have authority to act on its behalf.

9 14. Then, on November 22, 2019, Botnari filed a Complaint in the District Court in
10 Clark County, Eighth Judicial District, that commenced the matter *Vitiok, LLC v. SLC, LLC et al.*,
11 Case No. A-19-805955-C (“Vitiok Case”), in which I was named as a defendant, along with
12 Zohreh Amiryavari and SLC, LLC. Amiryavari is the managing member for SLC.

13 15. On August 25, 2020, I filed a motion with Judge Johnson in the Vitiok Case for an
14 Order for leave to amend my Answer to the Complaint and to file a counterclaim (“Motion to
15 Amend Answer and Assert Counterclaim”). Through the Motion to Amend Answer and Assert
16 Counterclaim, I sought to assert claims against Botnari and several of his associates and business
17 partners, namely Larisa Mereora, Thomas Mulkins, Nina Grozav, Ion Neagu (“Ion”), Alisa Neagu
18 (“Alisa”), and NNG, LLC dba Universal Motorcars (“NNG”).

19 16. On October 10, 2020, the Court granted my Motion for Leave to Amend Answer
20 and Assert Counterclaim with some modifications to the proposed pleading. But I later
21 discovered that only two days after the Court granted my Motion for Leave to Amend Answer
22 and Assert Counterclaim, NNG was dissolved.

23 17. Regardless, Botnari, Vitiok, Grozav, Mereora, Mulkins, Alisa, and Ion continued
24 to operate the auto shop called “Universal Motorcars.” I eventually discovered they changed the
25 entity from NNG to Universal Motorcar LLC. But nothing else changed. They still operate the
26 same auto shop under the same name at the same location.

27 18. In January 2021, Judge Johnson heard my request for a preliminary injunction and
28 the parties entered into a stipulation, and the court ordered, that neither party could disparage the

1 other or their respective businesses. Judge Johnson also granted a preliminary injunction by
2 which Botnari was supposed to stop using my customer lists and was supposed to return the lists
3 to me. Not only have Botnari and Vitiok failed to return the customer lists, but Botnari and his
4 co-conspirators owning and operating Universal Motorcars have *increased* their unauthorized use
5 of the confidential customer list and trade secret information.

6 19. On January 6, 2021, my attorneys served on Botnari a document entitled Plaintiff,
7 Hamid Sheikhai's Second Offer of Judgment ("Proposed OOJ"). Attached hereto as Exhibit 9 is
8 a true and correct copy of the Proposed OOJ. As part of my offer, I was going to fund a one-time
9 payment to Botnari with the funds obtained through refinancing the loan on the Sun Lake
10 Property.

11 20. On January 15, 2021, Botnari advised me that he accepted the Proposed OOJ.
12 Attached hereto as Exhibit 10 is a true and correct copy of that acceptance of the Proposed OOJ.
13 Based on the facts I knew at the time, I assumed we had resolved the cases between Botnari and
14 me.

15 21. In January 2021, I completed and submitted the paperwork necessary to start the
16 process of assuming the loan on the Sun Lake Property and refinancing the loan. Part of that
17 process included signing a notarized Affidavit – Uninsured Deed concerning the transfer of the
18 deed to Stone & Stone in 2016. I completed and signed this affidavit in front of a notary public.
19 Attached hereto as Exhibit 11 is a true and correct copy of my signed and notarized Affidavit.

20 22. Despite his obligation under the Proposed OOJ to cooperate with me to refinance
21 the loan on the Sun Lake Property, to date Botnari has actively prevented me from being able to
22 refinance. Specifically, I have repeatedly sent to Botnari and his counsel an affidavit regarding
23 the Deed delivered to Stone & Stone but Botnari has refused to sign it.

24 23. Likewise, Lawyers Title of Nevada has sent to Botnari the affidavit and explained
25 why it is necessary, but Botnari still refuses to sign. Attached hereto as Exhibit 12 is a true and
26 correct copy of a letter with the Affidavit for Botnari to sign.

27 24. My application to refinance the loan was denied because the lender did not receive
28 the affidavit completed by Botnari. Attached hereto as Exhibit 13 is a true and correct copy of a

1 rejection from AmeriSave Mortgage Corporation. At this point, a lender cannot process and
2 approve a loan application before the 90 day mark even if Botnari provides a signed, notarized
3 affidavit today. In other words, Sheikhai's performance under the Proposed OOJ has been
4 rendered impossible by Botnari's refusal to cooperate.

5 25. Eventually, Stone & Stone sought to sell the Sun Lake Property to a third party. In
6 fact, Stone & Stone found a buyer, entered into a contract for the sale of the property, and Botnari
7 vacated the Sun Lake Property in January or February 2021. After Botnari left the property, I did
8 a walkthrough to make sure it was in good condition. It was not. Botnari caused significant
9 damage to the Sun Lake Property and removed multiple fixtures, including built-in fixtures that
10 caused significant damage when removed.

11 26. In all, I estimate that repairing the damage and replacing the fixtures Botnari took
12 from the Sun Lake Property will cost approximately \$50,000. More specifically, Botnari
13 removed, among other items, lighting fixtures, exhaust fans, plumbing fixtures, thermostats,
14 security cameras and DVR, towel racks, bathroom fixtures, and data communication wires. All of
15 this must be replaced and I'm liable to Stone & Stone for the cost of replacing those fixtures.

16 27. Botnari also damaged and left components of the Sun Lake Property unusable. For
17 instance, Botnari left exposed electrical wires, some of which shorted out and burned the
18 surrounding areas, he damaged the electrical panel and circuit breakers which has left sections of
19 the house without power. He also damaged the built-in sprinkler system, left the HVAC system
20 inoperative, damaged the hot tub and pool pumps and heaters, damaged the intercom system and
21 data communication outlets, left holes in interior and exterior walls and damaged flooring and
22 carpeting. Attached hereto as Exhibit 14 is a true and correct copy of a police report I filed
23 regarding the damage to the Sun Lake Property. Attached hereto as Exhibit 15 is a true and
24 correct copy of the Seller's Disclosures related to the Sun Lake Property's potential sale. Attached
25 hereto as Exhibit 16 are true and correct copies of pictures I took of the Sun Lake Property in
26 early 2021 that show the damage done by Botnari to the Sun Lake Property. All of the damage
27 must be fixed or replaced and I'm liable to Stone & Stone for the cost of repair or replacement.
28

1 28. In the time since Botnari took a copy of the SLC customer list, SLC has updated its
2 records, including for two customers who supposedly posted derogatory comments about SLC.
3 Specifically, in 2018, the SLC customer list included customers under the letter “W” identified as
4 “Alicia W” and “Cj Walker.”

5 29. Since May 2018, the customer who was identified as “Alicia W” has returned to
6 the shop and SLC updated her information with her full last name, Walker.

7 30. Similarly, since May 2018, the customer who was identified as “Cj Walker”
8 returned to the shop and SLC updated her information with her full first name, Chrisjen.

9 31. In late February 2021, Vitiok and Botnari launched an attack on me and SLC thru
10 a series of false and entirely fabricated online reviews disparaging me and SLC. It started on
11 February 27, 2021, when Vitiok and Botnari, using the pseudonym “Alicia W,” supposedly from
12 San Francisco, California, posted their first and only review on Yelp.com (“Yelp Review”).
13 Attached hereto as Exhibit 1 is a true and correct copy of the February 27, 2021 Yelp Review
14 posted under the name “Alicia W.”

15 32. That same day, a verbatim copy of the Yelp Review was posted on Angie’s List,
16 this time without a pseudonym (“Angie Review”). Attached hereto as Exhibit 2 is a true and
17 correct copy of the February 27, 2021 Angie Review posted under an anonymous poster on
18 Angie’s List.

19 33. The next day, a different user, “Cj Walker,” posted yet another verbatim copy of
20 the Yelp Review, this time on Google (“Google Review”). Attached hereto as Exhibit 3 is a true
21 and correct copy of the February 28, 2021 Google Review posted under the name “Cj Walker.”

22 34. After discovering the Google Review attributed to “Cj Walker,” I reached out to
23 the customer who had previously been identified as “Cj Walker” but whose information had been
24 updated to her full name, Chrisjen Walker. I texted to Ms. Walker a copy of the Google Review
25 and she responded that “this was not” her. Ms. Walker also texted to me video of her Google
26 reviews that shows the Google Review was not posted by her account. In fact, the video shows
27 that she posts under the name “Chrisjen W.” Attached hereto as Exhibit 4 is a true and correct
28

1 copy of a screenshot of my text exchange with Chrisjen Walker. Attached hereto as Exhibit 5 is a
2 true and correct copy of screenshots of the video Chrisjen Walker sent to me of her Google
3 review history.

4 35. Botnari is in possession of the older version of the customer list that identifies
5 customers "Cj Walker" and "Alicia W."

6 36. Shortly after the above-described string of derogatory reviews about SLC, the
7 SLC's online busybotsauto.com and zipzapauto.com websites suffered an attack. Specifically, on
8 March 3, 2021, the management account for the busybotsauto.com website was "blocked for 24
9 hours" after it experienced "16 failed login attempts" that caused "4 lockout(s) from IP."
10 Attached hereto as Exhibit 6 is a true and correct copy of the email from the website host advising
11 of the attack.

12 37. On the same day, the same thing happened to the management account for the
13 zipzapauto.com website; it was also "blocked for 24 hours" after it experienced "16 failed login
14 attempts" that caused "4 lockout(s) from IP." Attached hereto as Exhibit 7 is a true and correct
15 copy of the email from the website host advising of the attack.

16 38. These concerted attacks could have only been orchestrated by Botnari. In fact,
17 Botnari was previously caught engaging in a similar attack. On May 26, 2018, shortly before
18 Botnari supposedly left the United States to return to Moldova because of problems with his
19 immigration status in the United States, Botnari impersonated and attempted to steal Zip Zap
20 Auto's phone number by contacting the phone services provider, CenturyLink, Inc., by email and
21 impersonating Zip Zap Auto. I was advised of this attack when I received an email at the official
22 Zip Zap Auto email address, zipzapauto@gmail.com, from our phone and email services provider
23 CenturyLink, Inc., advising that Botnari was attempting to hijack the phone and internet accounts
24 for Zip Zap Auto. Attached hereto as Exhibit 8 is a true and correct copy of the March 26, 2018
25 email I received at the official Zip Zap Auto email address from CenturyLink.

26 39. As of late February and early March 2021, my management team at SLC and I
27 were the only people with access to the busybotsauto.com or zipzapauto.com management
28 accounts. Other than the current SLC management team and me, the only person who has ever

1 had access to those accounts is Botnari. Before Botnari left Zip Zap Auto in mid-2018, neither
2 the busybotsauto.com management account nor the zipzapauto.com management account ever
3 experienced any “lockout(s) from IP” or any other lockouts or access blockages from failed login
4 attempts.

5 40. The timing of the bad review, shortly after this Court ruled against Botnari and
6 Vitiok, coupled with the hacking attempts, invariably leads to Botnari as the culprit. Only Botnari
7 would be aware of and previously had access to the management accounts for the
8 busybotsauto.com or zipzapauto.com websites. Only Botnari and Vitiok have the motive to
9 concurrently attack the reputation of multiple of my businesses that are the subject of this dispute.
10 Only Botnari and Vitiok have the motive to render me and my businesses unable to manage their
11 websites. And only Botnari has launched previous similar attacks on Zip Zap Auto’s business
12 account registration.

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

15 Executed on 3/31/2021, at Las Vegas, Nevada.

16
17 
18 
19 HAMID SHEIKHAI
20
21
22
23
24
25
26
27
28

CERTIFICATE OF SERVICE

Pursuant to Nev.R.Civ.P. 5(b), I hereby certify that on the 31st day of March, 2021, I served a true and correct copy of the forgoing **MOTION TO SET ASIDE OFFER OF JUDGMENT, RESET TRIAL, AND RE-OPEN DISCOVERY; DECLARATION OF HAMID SHEIKHAI** on interested parties registered for e-service via the court's Odyssey eFileNV electronic efile system including the following:

Todd M. Leventhal, Esq.
LEVENTHAL & ASSOCIATES
626 South Third Street
Las Vegas, NV 89101
leventhalandassociates@gmail.com

*Attorneys for Defendant and
Defendant-in-Intervention
Victor Botnari*

Bradley J. Hofland, Esq.
HOFLAND & TOMSCHECK
228 South Fourth Street, 1st Floor
Las Vegas, NV 89101
bradh@hoflandlaw.com

*Attorneys for Defendant and
Defendant-in-Intervention
Victor Botnari*

Joseph T. Nold, Esq.
ACCELERATED LAW GROUP
624 South 10th Street
Las Vegas, NV 89101
noldj@cox.net

*Attorneys for Intervener
Jessica Wilde-Guzun*



Michelle Choto

EXHIBIT “H”

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Hamid Sheikhai made an offer of judgment under Nevada Rule of Civil
4 Procedure based on a set of facts and circumstances that he believe existed at the time he made
5 that offer and contingent on defendant Victor Botnari's cooperation. But Sheikhai has since
6 learned that Botnari hid several critical facts from Sheikhai, including that Botnari was actively
7 violating a preliminary injunction and other court orders in a related case that is also purportedly
8 resolved by the same proposed offer of judgment. Sheikhai also subsequently learned that
9 Botnari caused approximately \$50,000 in damage to real property at issue in Sheikhai's proposed
10 offer of judgment. Further, Botnari has failed and refused to cooperate, thereby preventing
11 Sheikhai from being able to perform his obligations under the proposed offer of judgment.
12 Consequently, Sheikhai moves under Nevada Rules of Civil Procedure 26, 60(b) and EDCR 2.35
13 for an Order setting aside the proposed offer of judgment, resetting this case for trial, and
14 reopening discovery.

15 **II. FACTS**

16 **A. Background and the History Between the Parties**

17 In 1999, Sheikhai opened an auto shop under the name "Zip Zap Auto" in Concord,
18 California. Declaration of Hamid Sheikhai ("Sheikhai Decl.") ¶ 2. Sheikhai sold that business in
19 2009. *Id.* In 2011, Sheikhai moved to Las Vegas and created and registered with the Nevada
20 Secretary of State an entity called Samir, LLC. *Id.* That same year, Sheikhai, through Samir,
21 LLC, opened a new auto shop that operated by the name Zip Zap Auto. *Id.* **This shop was**
22 **located at 3230 N. Durango Dr., Las Vegas, Nevada ("Zip Zap Auto").** *Id.* **Sheikhai also**
23 **registered Zip Zap Auto with the Clark County Clerk's Office as the fictitious firm name for**
24 **Samir, LLC. *Id.***

25 In later 2011, Sheikhai was operating Zip Zap Auto when his ex-wife introduced him to
26 Victor Botnari, who at the time was looking for work. *Id.* ¶ 3. Sheikhai's ex-wife explained that
27 Botnari was an immigrant from Moldova who was homeless and jobless who feared being
28 deported based on a failed immigration petition. *Id.* Sheikhai empathized with Botnari's

EXHIBIT “I”

1 stated that the Court had jurisdiction to hear the challenge to the Decree of Annulment and that he
2 had “already definitively ruled on the issue of setting aside the annulment and/or whether the
3 annulment stands.” RJN, Ex. 23 at p. 13. Indeed, Judge Henderson’s Order from the October 15,
4 2020 Hearing stated *no less than forty-four times* that the “Court, having jurisdiction to do so”
5 ruled on the issues presented to Judge Henderson. RJN, Ex. 23 at pp. 1-13.

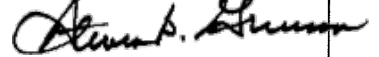
6 On August 25, 2020, Sheikhai moved Judge Johnson in the Vitiok Case for an Order for
7 leave to amend his Answer to the Complaint and to file a counterclaim (“Motion to Amend
8 Answer and Assert Counterclaim”). Sheikhai Decl. ¶¶ 15. Through the Motion to Amend
9 Answer and Assert Counterclaim, Sheikhai sought to assert claims against Botnari and several of
10 his associates and business partners, namely Larisa Mereora, Thomas Mulkins, Nina Grozav, Ion
11 Neagu (“Ion”), Alisa Neagu (“Alisa”), and NNG, LLC dba Universal Motorcars (“NNG”). *Id.*

12 On October 10, 2020, the Court granted Sheikhai’s Motion for Leave to Amend Answer
13 and Assert Counterclaim with some modifications to the proposed pleading. *Id.* ¶ 16; RJN, Ex.

14 24. In its Order, the Court advised that any of Sheikhai’s claims against non-named parties
15 should be asserted by “initiat[ing] third-party action(s) related to the claims.” RJN, Ex. 24. On
16 October 26, 2020, Sheikhai filed an Amended Answer and Counterclaim based on Judge
17 Johnson’s Order. *See* RJN, Ex. 26 at p. 4.

18 But Sheikhai later discovered that only two days after the Court granted Sheikhai’s
19 Motion for Leave to Amend Answer and Assert Counterclaim, NNG was dissolved. Sheikhai
20 Decl. ¶ 16. Regardless, Botnari, Vitiok, Grozav, Mereora, Mulkins, Alisa, and Ion continued to
21 operate the auto shop called “Universal Motorcars.” *Id.* ¶ 17. Sheikhai eventually discovered that
22 the name of the entity that owns the Universal Motorcars auto shop was changed from NNG to
23 Universal Motorcar LLC. *Id.* But nothing else changed. *Id.* They still operate the same auto
24 shop under the same name at the same location. *Id.*

EXHIBIT “J”



1 **OPPS**
2 WILICK LAW GROUP
3 MARSHAL S. WILICK, ESQ.
4 Nevada Bar No. 2515
5 3591 E. Bonanza Road, Suite 200
6 Las Vegas, NV 89110-2101
7 Phone (702) 438-4100; Fax (702) 438-5311
8 email@willicklawgroup.com
9 Attorney for Defendant Hamid Sheikhai

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**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: 22

DATE OF HEARING: 12/17/2019
TIME OF HEARING: 8:30 A.M.

**DEFENDANT'S OPPOSITION TO
"PLAINTIFF'S MOTION FOR PRELIMINARY INJUNCTION" AND
COUNTERMOTION FOR ATTORNEY'S FEES AND COSTS**

I. INTRODUCTION

The *Motion* being opposed here was filed on order shortening time in a blatant attempt to avoid decision from Judge Bill Henderson that will resolve this case and all disputes between the parties. Judge Henderson has set *all business disputes* of the parties for a Senior Judge Settlement Conference on April 9, 2020, then a trial if that is unsuccessful.

1 Hamid Sheikhai (“Hamid”) and SLC, LLC, a Nevada limited liability company wholly
2 owned by Hamid, by and through their attorneys of record,¹ request this court deny the *Motion for*
3 *Preliminary Injunction* filed by Vitiok, LLC, a Nevada limited liability company wholly owned by
4 Victor Botnari, (“Victor”), as it fails to demonstrate good cause, good faith, and because it is a
5 shameless attempt at forum shopping. The very issues complained of herein are in direct controversy
6 and have been litigated at length for a year under Judge Henderson’s purview in case number D-18-
7 575686-L between the same parties, on the same issues. A *Joint Preliminary Injunction* is and has
8 been in effect, as discussed below.

9 This litigation concerns Victor and Hamid, and their related entities and disputes that are
10 currently being litigated in family court under case number D-18-575686-L between Hamid and
11 Victor (“family case”). Victor and Hamid’s four-year marriage and subsequent annulment in the
12 family case are the basis of Victor and Vitiok’s allegations herein. In the family case, the parties are
13 currently litigating Victor’s *Motion to Set Aside the Annulment* under Rule 60(b), and that *Motion*
14 contains the same nucleus of facts and arguments presented in this lawsuit. Judge Henderson has
15 already ruled (several times) that the annulment will not be set aside, and the Judge has taken
16 jurisdiction and will be hearing the parties’ business and financial disputes, already set for a senior
17 judge settlement conference and for trial in 2020.

18 Victor has not suffered and is not suffering any harm. Victor relinquished all claims to
19 Hamid’s businesses, properties, and financial interests 18 months ago when he accepted a
20 Promissory Note in the principal amount of \$1 million, with interest only payments of \$10,000 per
21 month that Hamid has paid and continues to pay to Victor. So far, Victor has collected 18 payments
22 for a total of \$180,000 on the note.

23
24
25
26
27 ¹ Hamid Sheikhai owns 100% of SLC, LLC. Hamid’s sister, Zohreh Amiryavari, is the manager and registered
agent, but she has no ownership interest, so she was improperly named as a defendant in this action.

There is a *Joint Preliminary Injunction* (“JPI”) in place in the family court case that protects the parties from the other dissipating or transferring any potentially common assets, and neither has alleged the other has violated that JPI.

This lawsuit was filed simultaneously with *another* civil lawsuit by Victor against Hamid (and entities affiliated with Hamid), in Dept. 31, case number A0190801513-P, which is also between essentially the same parties under other business names, which we believe is an attempt to confuse multiple courts, and to simultaneously attack Hamid with the intent to put financial pressure on him for a more favorable settlement.

We believe that both this case and that one were filed in an attempt to harass and vex Hamid, forum shop, and undermine the ongoing family court litigation. Victor's lawyers in the family court (Leventhal & Associates, PLLC and Hofland & Tomsheck) are the same lawyers that are representing him all three of these pending lawsuits.

Hamid has complied with all of the family court's orders and his obligations, has dissipated no assets, and is in contempt of no court orders. Granting Victor's motion would cause irreparable financial damage to Hamid's businesses, and undermine the parties' claims and disputes in the family court litigation. Given the harm the requested injunction would cause Hamid's businesses, Victor must be required to post a substantial bond as required by NRCP 65(c).

Hamid requests the Court deny Victor's request for an Injunction and award him attorney's fees as a sanction. By way of follow up motion, we will request that this case in its entirety be stayed, dismissed, or consolidated with the family court case already hearing all relevant issues.

POINTS AND AUTHORITIES

II. PROCEDURAL HISTORY

A. Hamid established the “Zip Zap Auto” name in 1999 at 3405 Clayton Rd, Concord CA 94519.

- 1 B. Hamid Sheikhai and Victor Botnari were married on May 4, 2014. At the time of
2 the marriage, Hamid had significant assets, and Victor had no assets. Hamid's assets
3 included Stone & Stone, LLC, which was established on November 19, 2013, which
4 owned and operated Zip Zap Auto.
- 5 C. In 2016, Hamid formed SLC, LLC, and has appointed his sister, Zohreh Amiryavari,
6 as Managing Member and Registered Agent, but reports 100% ownership and files
7 income taxes under his name only
- 8 D. During the marriage, Victor contributed approximately \$784,443.39 to Hamid's
9 businesses in cash and property.
- 10 E. On March 28, 2018, the parties filed a *Joint Petition for Annulment* in the Ninth
11 Judicial District Court (Douglas County) in case number 18-DI-0087, including an
12 explicit admission by Victor that he married Hamid for the purpose of immigration
13 ("Green Card") fraud.
- 14 F. The annulment was granted by the Ninth Judicial Court in a *Decree of Annulment*
15 filed on March 30, 2018.
- 16 G. In May, 2018, the parties engaged in several transaction which resulted in Victor
17 relinquishing *all* interest in Hamid's properties and businesses to Hamid (which
18 includes all of the ones he invested in), and Hamid executing a promissory note to
19 Victor:
- 20 1. On May 4, Victor relinquished his 12% interest in Stone & Stone, LLC to
21 Hamid.²
- 22 2. On May 18, Hamid executed a Promissory Note to pay Victor \$1 million,
23 together with interest at the rate of twelve percent (12%) per annum,
24
25
26

27 ² See Exhibit A, Victor's assignment of his 12% interest in Stone & Stone LLC shares back to Hamid.

commencing June 15, 2018, and calling for interest-only payments at a rate of \$10,000 per month until the principal was paid.³

3. On May 20, Victor signed a quitclaim deed to Stone & Stone for the real property located at 5415 W. Harmon Ave., #1078, Las Vegas, Nevada 89103.

H. On June 4, 2018, Victor moved to change venue of the family case to Clark County, which was granted by the Ninth Judicial District on August 18, 2018, and became case no.: D-18-575686-L in front of Judge Henderson.

I. On September 18, 2018, Victor filed a *Defendant's Motion to Vacate the Decree of Annulment et al* in the family case, attempting to set aside the annulment, unwind the promissory note, and re-litigate all the business issues and instead claim he is owed "community property," among other claims.

J. On December 3, 2018, Judge Henderson ruled the parties "remain annulled,"⁴ but indicated he will hear the parties' financial disputes and Victor's alleged business and financial-related claims against Hamid and his various businesses.

K. We have been exchanging many thousands of pages of discovery on the financial issues in the family case throughout the entirety of 2019.

L. On September 9, Judge Henderson entered a *Joint Preliminary Injunction* in the family case that protects both parties and preserves the status quo, prohibiting and restraining the parties from:⁵

1. Transferring, encumbering, concealing, selling or otherwise disposing of any joint, common or community property of the parties or any property which is the subject of a claim of community interest, except in the usual course of conduct or for the necessities of life or for retention of counsel for the case in which this Injunction is obtained ... without the written consent of the parties or the permission of the court.

³ See Exhibit B, a copy of the Promissory Note.

⁴ See Exhibit C, *Order from the December 3, 2018 Hearing*.

⁵ See Exhibit N, *Joint Preliminary Injunction*.

- 1 M. On November 22, 2019, Victor filed a civil lawsuit against Hamid and Stone &
2 Stone, LLC, for “Damages and Ancillary Relief” in Department 31, case number A-
3 19-801513-P, and a *Motion for Preliminary Injunction and for Order Appointing*
4 *Receiver*, currently set for January 7, 2020, at 9:30 a.m.
- 5 N. On November 22, Victor (through his solely owned company, Vitiok, LLC) filed
6 another civil lawsuit against Hamid and SLC, LLC (a company solely owned by
7 Hamid) and the instant *Motion for Preliminary Injunction*.
- 8 O. On November 25, Judge Henderson set all of the parties’ financial and business
9 disputes for a Senior Judge Settlement Conference on April 9, 2020 at 9:00 a.m., and
10 ruled that he would set trial dates at the next status check, set for March 3, 2020.
- 11 P. The *Motion* being opposed in this filing is set for hearing on December 17, at 8:30
12 a.m.

13
14 **III. STATEMENT OF FACTS**

15 **A. Background Facts**

16 Vitiok’s *Motion for Preliminary Injunction* contains a numerous factual misrepresentations
17 that can be easily disproved by evidence – most of which has already been produced in the parties’
18 family court case. The following preliminary facts are relevant:

19 Hamid is a successful businessman who has owned and operated 18 different auto repair
20 facilities since 1984 in California, Nevada, and New Mexico.

21 Hamid established the “Zip Zap Auto” name in 1999 at 3405 Clayton Rd, Concord CA
22 94519, and sold it in 2009, years before even meeting Victor.⁶

23 In 2011, Hamid moved to Las Vegas, and started Zip Zap Auto on February, 2011, under
24 Samir, LLC at 3230 N. Durango Dr, Las Vegas NV 89129.⁷

25
26 ⁶ See Exhibit D, yellow pages for Zip Zap Auto showing the Concord, CA address.

27 ⁷ See Exhibit E, screen shot from the Clark County Clark’s business license page for Zip Zap Auto.

1 Victor, 32 and Hamid, 59, met after Hamid's ex-wife, Marianne Martinez, called Hamid from
2 New Mexico to see if he could give Victor a job in one of his auto shops. She explained that Victor
3 was a Moldovan immigrant who was homeless, jobless, and feared deportation back to Moldova
4 after a failed immigration petition. Hamid empathized with Victor as he himself was originally an
5 immigrant from Iran who came to the United States, worked hard, and became a successful
6 businessman. Victor moved from New Mexico to Las Vegas in 2011, began working with Hamid,
7 and turned out to be a good employee who quickly gained Hamid's trust and admiration.

8 In 2013, Hamid sold Zip Zap Auto to Jens Inc. in 2013.⁸ However, in 2014, Hamid
9 purchased the business back from Jens Inc, including the name "Zip Zap."⁹

10 Victor attempted to get a green card again in 2014, by marrying a woman who lived in one
11 of Hamid's rentals, but was denied because Victor has a documented history of attempts to defraud
12 an immigration official during his previous green card application process.

13 Hamid began having feelings for Victor and asked Victor to marry him. Victor and Hamid
14 were married on May 4, 2014, but they continued to be work associated and never consummated the
15 marriage, nor did they ever live together in the same home as a married couple. Hamid filed on
16 Victor's behalf for a green card (this was Victor's fourth attempt to obtain a green card).

17 During the marriage, Victor formed Vitiok, LLC, and has been its sole owner since 2017,
18 operating with few or not corporate formalities as his alter ego (i.e. Vitiok LLC and Victor are one
19 and the same).

20 In 2014, Victor was appointed the "manager" of Zip Zap Auto under Vitiok, LLC. Hamid
21 helped set up bank accounts under Vitiok, LLC by submitting a fictitious business name application
22 for Victor and allowing Vitiok, LLC to use the "Zip Zap Auto" name for business purposes, but
23 Hamid retained 100% ownership and control of all equipment, miscellaneous assets, and intellectual
24

25 ⁸ See Exhibit 2.

26 ⁹ See Exhibit F, Sales Agreement and Release indicating Hamid purchased Zip Zap Auto back from Jens, Inc.
27 in March, 2014.

1 property pertaining to Zip Zap Auto. Hamid also owned the commercial building in which Zip Zap
2 Auto was located, and Vitiok, LLC leased it from Hamid for \$10,000 per month, which Victor paid
3 until May of 2018.

4 Victor, and/or Victor d/b/a Vitiok, LLC never “purchased” Zip Zap Auto from Hamid; there
5 was never money transferred to Hamid by Victor for rights to the name. Victor produced a copy of
6 a document stating that Hamid “transferred” the business to him for \$10, which Hamid does not
7 remember doing, but if it is authentic¹⁰ Hamid did so only to allow Victor to secure liability
8 insurance for the business under his name. It is inconsequential, however, because as discussed
9 further below, *Hamid and Victor settled and separated all business interests between them when*
10 *they annulled their marriage, and Victor walked away with a \$1M promissory note and \$10,000*
11 *monthly payments from Hamid.*

12 In 2016, Hamid formed SLC, LLC, and has appointed his sister as Managing Member and
13 Registered Agent, but reports 100% ownership and files income taxes under his name only.

14 On March 28, 2018, the parties filed a *Joint Petition for Annulment* on the grounds of
15 Victor’s green card fraud, initialed every page, and filed it in Douglas County Nevada in case
16 number 18-DI-0087. The annulment was granted by the Court in a *Decree of Annulment* filed on
17 March 30, 2018.¹¹

18 On May 4, Victor transferred all of his assets and extinguished any interest he had in
19 Hamid’s business affiliations to Hamid, which included a 12% interest in Stone & Stone, LLC.¹²

20 In early May, unbeknownst to Hamid, Victor gave his girlfriend, Nina Grozav, \$130,000 in
21 cash to purchase and open a competitor auto shop, Universal Motorcars.
22
23

24 ¹⁰ Victor has produced a number of documents during the past year that Hamid believes have been
25 photoshopped or otherwise fraudulently produced.

26 ¹¹ See Exhibit G, *Joint Petition for Annulment* and *Decree of Annulment* filed in case no.: 18-DI-0087.

27 ¹² See Exhibit A, Victor’s assignment of his 12% interest in Stone & Stone LLC shares back to Hamid.
28

1 On May 20, 2018, Victor signed a quit claim deed to Stone & Stone for 5415 W. Harmon
2 Ave., #1078, Las Vegas, Nevada 89103.

3 On May 27, 2018, Hamid executed, and Victor accepted, a Promissory Note to pay Victor
4 \$1 million, together with interest at the rate of twelve percent (12%) per annum, commencing June
5 15, 2018, and calling for interest-only payments at a rate of \$10,000 per month until the principal
6 was paid.¹³ The note indicates that Victor (“the Lender” in the Promissory Note) is *not involved in*
7 *any investments with Hamid* (“the Borrower” in the Promissory Note), and received the financial
8 benefits of the Note: a principal owed of \$1,000,000, and \$10,000 per month in interest-only
9 payments *indefinitely* until the principal payment is made.

10 Victor and Hamid agreed that Victor would go to the DMV to file a change in management
11 and close out his license at the DMV Emissions Lab for the Smog Station part of the business, but
12 Victor deliberately dodged Hamid the last week of May, 2018, and pretended to be in LAX taking
13 a flight back to Moldova. Hamid visited Zip Zap Auto on May 31, and was told by Larisa, Victor’s
14 key employee and friend, that Victor was in Los Angeles taking a flight back to Moldova.

15 On June 1, 2018, Victor sent a message to *Hamid’s email address, ZipZapAuto@gmail.com*,
16 apologizing for not making it to the DMV on time to close out his licenses and (falsely) confirming
17 he was at the Los Angeles airport waiting to leave the country:

18 Hi Hamid, I’m at LAX, waiting for my flight at the gate. I had a ride with a truck.
19 By the time I got to dmV yesterday, emission lab was closed, missed them by 5
20 minutes. I really hope that everything will be fine.

21 Sorry that I did not stopped [*sic*] to say bye today, had a lot of things to get done.
22 Thank you for everything you’ve done for me. Hope to see you again one day. Bye!

23 Victor¹⁴

24 On June 5, after not hearing from Victor, Hamid prepared and filed eviction notices on the
25 three premises Victor had keys for that were owned by Hamid or his affiliated businesses: Zip Zap

26 ¹³ See Exhibit B, a copy of the Promissory Note.

27 ¹⁴ See Exhibit H, email from Victor to Hamid on June 1, 2018.

1 Auto, Victor's former rental house at 2964 Sun Lake Drive, and the vacant apartment at 5415 W.
2 Harmon Ave., unit #1078.

3 On June 6, Hamid took the eviction papers down to Zip Zap Auto, but he never had to serve
4 them. When Hamid arrived at the shop, Larisa and some of Victor's other key employees were
5 packing up and removing equipment they claimed belonged to Victor, including the computer and
6 drive from Zip Zap Auto, and the furniture from the Sun Lake home. Larisa voluntarily handed
7 Hamid the keys to the Zip Zap Auto business and the 2964 Sun Lake Drive house.

8 Hamid reopened the "Zip Zap Auto" shop under his management and control around June,
9 2018. He resumed using the name, operating the shop with his equipment in the building Victor had
10 previously leased from him. Again, all of Victor's rights in or to Hamid's business were
11 extinguished upon the parties' mutual agreement and upon the execution of the promissory note, so
12 Hamid's actions were within his legal rights.

13 On June 4, 2018, Victor moved to change venue of the family case to Clark County, which
14 was granted by the Ninth Judicial District on August 18, 2018. Then, on September 18, Victor filed
15 a *Defendant's Motion to Vacate the Decree of Annulment et al* in the family case attempting to set
16 aside the annulment, unwind the promissory note that resolved all claims asserted in this action, and
17 re-litigate all the business issues and claim he is owed "community property," among other claims.
18 As detailed below, Victor's motion was denied.

19 Victor's *Financial Disclosure Form*, filed on October 15 in the family case, alleged that there
20 was \$2,510,012 in total purported "community" assets, and \$918,232 in debts, for a total of
21 \$1,591,780 in alleged "joint" equity to divide.¹⁵ His September 18 *Motion* in the family case made
22 the same claim (at 6), alleging the existence of assets exceeding "\$2.5 million dollars [and] nearly
23 a million dollars in mortgage debt."

24 Even if this was entirely accurate (and it is not – Hamid ended up with less than Victor
25 claims he did on his FDF), Victor would have a maximum potential claim for \$795,890 under a

26
27 ¹⁵ See Exhibit I, Victor's *Financial Disclosure Form* dated October 15, 2019.

1 community property claim – a sum that is much *lower* than the million dollars that was agreed to and
2 remains owed to him – plus interest – under the Promissory Note.

3 Tired of Victor’s games, Hamid finally hired a private investigation firm, DeBecker
4 Investigations, who confirmed to Hamid on November 6 that Victor never *left* Las Vegas, was *never*
5 in the Los Angeles airport, and that Victor had lied about the whole thing.¹⁶ Mr. DeBecker located
6 Victor living in Las Vegas at 10660 Tulip Valley Road, wearing a full disguise, and working full-
7 time at his “competing” auto-shop business, Universal Motorcars in Las Vegas.¹⁷

8 Victor has made multiple other misrepresentations in the family case. For example, in
9 Victor’s sworn statement on October 16, 2018,¹⁸ he misrepresented to the Court that he is
10 “homeless” and “penniless.” Victor’s friend, Ion Neagu, testified at his deposition held on
11 November 28, 2018, that in addition to all the money Hamid transferred to him, and his employment
12 income, within the last year, Victor sold him a semi-truck and trailer for approximately \$60,000, his
13 Ford Mustang, and a fancy motorcycle, all for cash.¹⁹ Mr. DeBecker’s report proved Victor’s
14 statements as to both housing and income were lies.

15 Judge Henderson denied Victor’s motions to set aside the annulment in the family case, and
16 indicated that the case boiled down to whether Hamid’s buy-out of Victor was too high, too low, or
17 about right, giving Victor the ability to present any evidence of purported business and financial
18 “wrongs” he allegedly suffered.²⁰ So far, there have been no orders from Judge Henderson that
19 Victor *has* suffered any wrongs by Hamid either personally or through his business, Vitiok, LLC,
20 and in a year of discovery we have uncovered no indication of any such.

21
22 ¹⁶ Up to that point, Victor had not appeared in person in the family court litigation; only over the telephone.

23 ¹⁷ See Exhibit J, correspondence from DeBecker Investigations.

24 ¹⁸ See Victor’s *Affidavit* contained inside his *Reply and Opposition to Plaintiff’s Opposition and Countermotion*
25 filed October 16, 2018.

26 ¹⁹ See Exhibit K, Johnny Ion Neagu’s deposition transcript excerpt

27 ²⁰ See Exhibit C and Exhibit L, two different orders from the family court ruling that the annulment stands.

1 Hamid has satisfied the terms of the promissory note, which has been documented in the
2 family case by Hamid having paid Victor \$10,000 per month every single month; Victor's attorney,
3 Todd Leventhal, Esq., has signed a *Receipt of Copy* for each payment.²¹ So far, Victor has received
4 \$180,000 in payments for payments on the note from June, 2018 to present.

5 Judge Henderson has set all business and financial disputes between the parties for a Senior
6 Judge Settlement Conference on April 9, 2020, in the family court litigation, then a trial if that is
7 unsuccessful. Victor hired two additional law firms, so we have been dealing with filings from three
8 separate law firms on Victor's behalf.

9 In the meantime, accountants have figure the maximum size of any legitimate claims Victor
10 could make under the law and facts as being between \$201,000 and \$769,000, meaning that at the
11 end of the day, the most likely result is either enforcement of the million-dollar buy-out promissory
12 note as written or amendment of its terms to conform to the much smaller amount of Victor's actual
13 potential claims.

14 Unhappy that Judge Henderson in family court denied Victor's request to set aside the
15 annulment, seeing the handwriting on the wall as to where the case is likely to end up, and seeking
16 some other front through which apply pressure on Hamid in the ongoing litigation, Victor filed two
17 civil lawsuit purporting harm/misconduct with business dealings. Both complaints were filed on
18 November 22, 2019.

19 As of the date of Victor's *Motion* on November 22, 2019, it has been 18 months since Victor
20 was associated with the business name, Zip Zap Auto. Victor never asked the family court case to
21 enjoin Hamid from using the Zip Zap Auto name, as requested in the instant *Motion*, nor would that
22 court do so if it was asked, since Victor lacks any authority to make such a request.

23 24 IV. OPPOSITION TO MOTION FOR PRELIMINARY INJUNCTION

25
26 ²¹ See Exhibit M, all receipts of copy for the promissory note payments. The first five payments were paid in
27 a lump sum because Hamid could not locate Victor to pay him, but kept the payments in a "good faith" account pending
28 distribution to Victor.

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

2
3
4
5
6
7

8
9
10
11
12
13
14

15
16
17
18
19
20

22

25

24

25

26

27

1 documents submitted in our *Opposition* prove that Victor is being compensated by Hamid for any
2 financial claims to the tune of \$10,000 per month that is currently being collected by Victor, aka
3 Vitiok, LLC, and that there is another action in another court filed over a year ago that is deciding
4 the financial issues between the parties, and effectively, their businesses.

5
6 **B. There is a Joint Preliminary Injunction entered in the Family Court Case**

7 The family court entered a *Joint Preliminary Injunction* in the family court case that enjoins
8 either party from disrupting the status quo. A new injunction that paralyzes Hamid's ability to use
9 his business name, effectively shutting down Zip Zap Auto, his ongoing concern since at least June
10 of 2018, would undermine and purport to supersede the orders in the family court case. Given that
11 Vitiok, LLC is owned 100% by Victor, if Victor felt he had a valid cause of action against Hamid
12 related to the name, he could have made that claim in Family Court as long ago as June, 2018. He
13 did not do so, and Hamid has run his auto shops under the "Zip Zap Auto" name ever since.

14
15 **C. Victor has Failed to Provide Security for the Injunction**

16 Victor has not provided an analysis of a required bond to receive an injunction and his
17 motion must fail on that ground alone. An injunction is an extraordinary remedy; all injunctions
18 must have an accompanying bond or they are ineffective. Under NRCP 65(c):

19 The court may issue a preliminary injunction or a temporary restraining order *only*
20 if the movant gives security in an amount that the court considers proper to pay the
21 costs and damages sustained by any party found to have been wrongfully enjoined or
22 restrained. The State, its officers, and its agencies are not required to give security.

23 [Emphasis added].

24 A proper bond in this case for an indefinite injunction of Hamid's right to use a business
25 name Hamid created, is \$1,000,000, as that is the sum Hamid is obligated to pay and the business
26 is necessary to fulfill that obligation.

27 **There is no emergency necessitating an injunction:**

1 Here, Victor asks Hamid be enjoined from using the business name that *Hamid* established
2 20 years ago on an auto business *Hamid* owns and has been running since June of 2018, after Victor
3 received a promissory note for \$1,000,000 for, in part, full use of that name.

4 Accordingly, there is no emergency here and there is no way the Court could properly issue
5 an injunction even if it had jurisdiction over this dispute. The purpose of an injunction is to maintain
6 the *status quo*. Victor raises this injunction on an order shortening time after the parties have been
7 operating in this regard for well over a year. An injunction at this point would not be restoring a
8 *status quo* but would be drastically *altering* the status quo that is currently in place from Judge
9 Henderson's orders and joint injunction.

10
11 **D. Any Orders That Would Conflict with the Family Court's Directives Are Not**
12 **Permitted**

13 The matter will be fleshed out in a subsequent motion filing, but the family court has full
14 authority to enter any orders and take any other actions that any district court judge in Nevada might
15 do,²⁶ and this dispute between these parties is already in litigation there.

16 One district court judge may not overrule the orders of another. In *Rohlfing v. District*
17 *Court*,²⁷ the Nevada Supreme Court held that an order from one district judge is final and cannot be
18 "reviewed" by another, stating "[t]he district courts of this state have equal and coextensive
19 jurisdiction; therefore, the various district courts lack jurisdiction to review the acts of other district
20 courts."

21 Having seen where the family court litigation is going, Victor and his multiple lawyers have
22 been casting about for some strategy to forum shop. They tried to get Judge Henderson to "send this
23 case back" to Douglas County. When that failed, they filed the two suits in the civil/criminal
24

25 ²⁶ *Landreth v. Malik*, 127 Nev. 175, 251 P.3d 163 (2011).

26 ²⁷ *Rohlfing v. District Court*, 106 Nev. 902, 803 P.2d 659, 662 (1990) (citing *Goicoechea v. District Court*,
27 96 Nev. 287, 607 P.2d 1140 (1980)). See also Nev. Const. Art. 6, § 6; NRS 3.220; *Wardern v. Owens*, 93 Nev. 255, 563
P.2d 81 (1977).

1 division – *anything* to find a more receptive audience that might be hoodwinked into giving Victor
2 some leverage to try to extort more money out of Hamid.

3 Even if such forum shopping was permitted – and as will be spelled out in our motion filing
4 it is not – this Court should resist any temptation to indulge Victor’s wrongful conduct for the
5 reasons set out by the Nevada Supreme Court in *Rivero*,²⁸ which addressed situations like this one
6 where the same relief has already been requested and ruled upon. There, addressing motion to alter
7 child support, the Court directed:

8 As with custody cases, the requirement of changed circumstances in child support
9 cases prevents parties “[from filing] immediate, repetitive, serial motions until the
10 right circumstances or the right judge allows them to achieve a different result, based
on essentially the same facts.” Ellis, 123 Nev. at 151, 161 P.3d at 243 (internal
quotations omitted).

11 The same considerations apply here. Victor’s unhappiness with the size of his actual claims
12 and his inability in the family case to extort more from Hamid does not give him license to ask this
13 Court – or any other – to give him another bite at the apple.

14
15 **V. COUNTERMOTION FOR ATTORNEY’S FEES AND SANCTIONS**

16 Should the Court conclude, as we have, that there was never any legitimate purpose for this
17 action except to multiply efforts, cost extra money, and waste time and effort, there is ample
18 justification for an award of attorney’s fees under EDCR 7.60, which sanctions obviously frivolous,
19 unnecessary, or vexatious litigation:

20 (b) The court may, after notice and an opportunity to be heard, impose
21 upon an attorney or a party any and all sanctions which may, under the
22 facts of the case, be reasonable, including the imposition of fines, costs or
attorney’s fees when an attorney or a party without just cause:

23 (1) Presents to the court a motion or opposition to a motion which is
obviously frivolous, unnecessary or unwarranted.

24

(3) So multiplies the proceedings in a case as to increase the costs
unreasonably and vexatiously.

25
26
27 ²⁸ *Rivero v. Rivero*, 125 Nev. 410, 216 P.3d 213 (2009).

1 Additionally, NRS 18.010, dealing with awards of attorney's fees, states that fees may be
2 awarded:

3 (b) Without regard to the recovery sought, when the court finds that the
4 claim, counterclaim, cross-claim or third-party complaint or defense of the
5 opposing party was brought or maintained without reasonable ground or to
6 harass the prevailing party. The court shall liberally construe the
7 provisions of this paragraph in favor of awarding attorney's fees in all
8 appropriate situations. *It is the intent of the Legislature that the court
9 award attorney's fees pursuant to this paragraph and impose sanctions
10 pursuant to Rule 11 of the Nevada Rules of Civil Procedure in all
11 appropriate situations to punish for and deter frivolous and vexatious
12 claims and defense because such claims and defenses overburden limited
13 judicial resources, hinder the timely resolution of meritorious claims and
14 increase the costs of engaging in business and providing professional
15 services to the public.*

16 [Emphasis added.]

17 There was absolutely no need to file this *Motion*. The fees and costs in defending against
18 their filing, which was obviously brought to increase costs and waste resources, should be awarded
19 back to Hamid.
20


21 VI. CONCLUSION

22 Based upon the foregoing, we respectfully request the Court enter orders:

- 23 1. Deny Victor's *Motion*.
- 24 2. Order the payment of attorneys' fees and costs for the representation of
25 Defendant in this matter.
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

3. For any other relief the Court deems just and equitable.
Respectfully submitted this 16th day of December, 2019

WILLICK LAW GROUP


MARSHAL S. WILLICK, ESQ.
Nevada Bar No. 2515
LORIEN K. COLE, ESQ.
Nevada Bar No. 11912
3591 E. Bonanza Rd., Suite 200
Las Vegas, Nevada 89110
(702) 438-4100
Attorneys for Defendant

DECLARATION OF HAMID SHEIKHAI

1. I, Hamid Sheikhai, declare that I am competent to testify to the facts contained in the proceeding filing.
2. I am one of the Defendants in the underlying action.
3. I have read the preceding filing, and it is true 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. The factual averments contained in the preceding filing are incorporated herein as if set forth in full.
4. The factual averments contained in the preceding filing are incorporated herein as if set forth in full.
5. I am a successful businessman who has owned and operated 18 different auto repair facilities since 1984 in California, Nevada, and New Mexico.
6. I established the "Zip Zap Auto" name in 1999 at 3405 Clayton Rd, Concord CA 94519, and sold it in 2009, years before even meeting Victor.
7. In 2011, I moved to Las Vegas, and started Zip Zap Auto on February, 2011, under Samir, LLC at 3230 N. Durango Dr, Las Vegas NV 89129.
8. Victor, 32 and myself, 59, met after my ex-wife, Marianne Martinez, called me from New Mexico to see if I could give Victor a job in one of my auto shops. She explained that Victor was a Moldovan immigrant who was homeless, jobless, and feared deportation back to about to Moldova after a failed immigration petition. I empathized with Victor as I was originally an immigrant from Iran who came to the United States, worked hard, and became a successful businessman. Victor moved from New Mexico to Las Vegas in 2011, began working with me, and turned out to be a good employee who quickly gained my trust and admiration.
9. In 2013, I sold Zip Zap Auto to Jens Inc. in 2013.
10. In 2014, I purchased the business back from Jens Inc.

- 1 11. Victor attempted to get a green card again in 2014, by marrying a woman who lived in one
2 of my rentals, but was denied because Victor has a documented attempt to defraud an
3 immigration official during his previous green card application process.
- 4 12. I began having feelings for Victor and asked Victor to marry me. Victor and I were married
5 on May 4, 2014, but we continued to be work associates and never consummated the
6 marriage, nor did we ever live together in the same home as a married couple. I filed on
7 Victor's behalf for a green card (this was Victor's fourth attempt to obtain a green card).
- 8 13. During the marriage, Victor formed Vitiok, LLC, and has been its sole owner since 2017 (i.e.
9 Vitiok LLC and Victor are one and the same).
- 10 14. In 2014, I appointed Victor the "manager" of Zip Zap Auto under Vitiok, LLC. I helped set
11 up bank accounts under Vitiok, LLC by submitting a fictitious business name application for
12 Victor and allowing Vitiok, LLC to use the "Zip Zap Auto" name for business purposes, but
13 retained 100% ownership and control of all equipment, miscellaneous assets, and intellectual
14 property pertaining to Zip Zap Auto. I also owned the commercial building that Zip Zap
15 Auto was located, and Vitiok, LLC leased it from me for \$10,000 per month, which Victor
16 paid until May of 2018.
- 17 15. Victor, and/or Victor d/b/a Vitiok, LLC never "purchased" Zip Zap Auto from me; there was
18 never money transferred to me by Victor for rights to the name. Victor produced a copy of
19 a document stating that I transferred the business to him for \$10, which I do not remember
20 doing, but if I did so it was to allow Victor to secure liability insurance for the business under
21 his name. It is inconsequential, however, Victor and I settled and separated all business
22 interests between us after we annulled our marriage, and Victor walked away with a \$1M
23 promissory note and \$10,000 monthly payments from me.
- 24 16. In 2016, I formed SLC, LLC, and have appointed my sister as Managing Member and
25 Registered Agent, but report 100% ownership and file income taxes under my name only.
- 26
27
28

- 1 17. On March 28, 2018, Victor and I filed a *Joint Petition for Annulment* on the grounds of green
2 card fraud, initialed every page, and filed it in Douglas County Nevada in case
3 number 18-DI-0087. The annulment was granted by the Court in a *Decree of Annulment* filed
4 on March 30, 2018.
- 5 18. On May 4, Victor transferred and extinguished all of his assets and any interest he had in my
6 business affiliations to me, which included a 12% interest in Stone & Stone, LLC.
- 7 19. In early May, unbeknownst to me, Victor gave his girlfriend, Nina Grozav, \$130,000 in cash
8 to purchase and open a competitor auto shop, Universal Motorcars.
- 9 20. On May 20, 2018, Victor signed a quit claim deed to Stone & Stone for 5415 W. Harmon
10 Ave., #1078, Las Vegas, Nevada 89103.
- 11 21. On May 27, 2018, I executed, and Victor accepted, a Promissory Note to pay Victor \$1
12 million, together with interest at the rate of twelve percent (12%) per annum, commencing
13 June 15, 2018, and calling for interest-only payments at a rate of \$10,000 per month until the
14 principal was paid. The note indicates that Victor ("the Lender" in the Promissory Note) is
15 not involved in any investments with me ("the Borrower" in the Promissory Note), and
16 received the financial benefits of the Note: a principal payment of \$1,000,000, and \$10,000
17 per month in interest-only payments indefinitely until the principal payment is made.
- 18 22. Victor and I agreed that Victor would go to the DMV to file a change in management and
19 close out his license at the DMV Emissions Lab for the Smog Station part of the business,
20 but Victor deliberately dodged me the last week of May, 2018, and pretended to be in LAX
21 taking a flight back to Moldova. I visited Zip Zap Auto on May 31, and was told by Larisa,
22 Victor's key employee and friend, that Victor was in Los Angeles taking a flight back to
23 Moldova.
- 24 23. On June 1, 2018, Victor sent a message to my email address, ZipZapAuto@gmail.com,
25 apologizing for not making it to the DMV on time to close out his licenses and confirming
26 he was at the Los Angeles airport waiting to leave the country.
- 27
28

- 1 24. On June 5, after not hearing from Victor, I prepared and filed eviction notices on the three
2 premises Victor had keys for that were owned by my or my affiliated businesses: Zip Zap
3 Auto, Victor's former rental house at 2964 Sun Lake Drive, and the vacant apartment at 5415
4 W. Harmon Ave., unit #1078.
- 5 25. On June 6, I took the eviction papers down to Zip Zap Auto, but never had to serve them.
6 When I arrived at the shop, Larisa and some of Victor's other key employees were packing
7 up and removing equipment they claimed belonged to Victor, the computer and drive from
8 Zip Zap Auto, and the furniture from the Sun Lake home. Larisa voluntarily handed me the
9 keys to the Zip Zap Auto business and the 2964 Sun Lake Drive house.
- 10 26. I reopened the "Zip Zap Auto" shop under my management and control on or about June,
11 2018. I resumed using the name, operated the shop with my equipment, in the building
12 Victor previously leased from me. Again, all of Victor's rights to my businesses were
13 extinguished upon our mutual agreement and upon the execution of the promissory note, so
14 my actions were within my legal rights.
- 15 27. On June 4, 2018, Victor moved to change venue of the family case to Clark County, which
16 was granted by the Ninth Judicial District on August 18, 2018.
- 17 28. Then, on September 18, Victor filed *Defendant's Motion to Vacate the Decree of Annulment*
18 *et al* in the family case attempting to set aside the annulment, unwind the promissory note,
19 and re-litigate all the business issues and claim he is owed "community property," among
20 other claims.
- 21 29. Victor's Financial Disclosure Form, filed on October 15 in the family case, alleges that there
22 are \$2,510,012 in total purported "community" assets, and \$918,232 in debts, for a total of
23 \$1,591,780 in alleged "joint" equity to divide. His September 18 *Motion* in the family case
24 made the same claim (at 6), alleging the existence of assets exceeding "\$2.5 million dollars
25 [and] nearly a million dollars in mortgage debt."

- 1 30. Even if this was entirely accurate, (and it is not – I ended up with less than Victor claims I
2 did on his FDF), Victor would have a maximum potential claim for \$795,890 under a
3 community property claim – a sum that is much lower than the million dollars that was
4 agreed to and remains owed to him – plus interest – under the Promissory Note.
- 5 31. Tired of Victor’s games, I finally hired a private investigation firm, DeBecker Investigations,
6 who confirmed to me on November 6 that Victor never left Las Vegas. Mr. DeBecker
7 located Victor living in Las Vegas at 10660 Tulip Valley Road, wearing a full disguise, and
8 working full-time at his “competing” business, Universal Motorcars in Las Vegas.
- 9 32. Victor has made multiple other misrepresentations in the family case. For example, in
10 Victor's sworn statement on October 16, 2018, he misrepresented to the Court that he is
11 “homeless” and “penniless.” Victor's friend, Ion Neagu, testified at his deposition held on
12 November 28, 2018, that within the last year, Victor sold him a semi-truck and trailer for
13 approximately \$60,000, his Ford Mustang, and a fancy motorcycle, all for cash. Mr.
14 DeBecker's report proves Victor’s statements were a lie as well.
- 15 33. Judge Henderson denied Victor’s request to set aside the annulment in the family case, and
16 the only remaining issues he will hear are the purported business and financial “wrongs”
17 allegedly suffered by Victor. So far, there have been no orders from Judge Henderson that
18 Victor has suffered any wrongs by me either personally or through his business, Vitiok, LLC.
- 19 34. I have satisfied the terms of the promissory note 100%, which has been documented in the
20 annulment litigation by paying Victor \$10,000 per month every single month and Victor’s
21 attorney, Todd Leventhal, Esq., has signed a Receipt of Copy for each payment. So far,
22 Victor has received \$180,000 in payments for payments on the note from June, 2018 to
23 present.
- 24 35. *A Joint Preliminary Injunction* was entered on September 10, 2019 in the family court case
25 that protects both parties and preserves the status quo, prohibiting and restraining the parties
26 from: “[T]ransferring, encumbering, concealing, selling or otherwise disposing of any joint,
27
28

1 common or community property of the parties or any property which is the subject of a claim
2 of community interest, except in the usual course of conduct or for the necessities of life or
3 for retention of counsel for the case in which this Injunction is obtained ... without the
4 written consent of the parties or the permission of the court.”

5 36. Judge Henderson has set all business and financial disputes between the parties for a Senior
6 Judge Settlement Conference on April 9, 2020 in the family court litigation, then a trial if
7 that is unsuccessful.

8 37. Unhappy that Judge Henderson in family court denied Victor’s request to set aside the
9 annulment, and/or to harass, put pressure on, and vex me in the ongoing litigation, Victor
10 filed two civil lawsuit purporting harm/misconduct with business dealings. Both complaints
11 were filed on November 22, 2019.

12 38. As of the date of Victor’s *Motion* on November 22, 2019, it has been 18 months since Victor
13 was associated with the business name, Zip Zap Auto. Victor never asked the family court
14 case to enjoin me from using the Zip Zap Auto name, as requested in the instant *Motion*, nor
15 would he have the authority to do so.

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

18 EXECUTED this 16th day of December, 2019.

19
20 
21 HAMID SHEIKHAI
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CERTIFICATE OF SERVICE

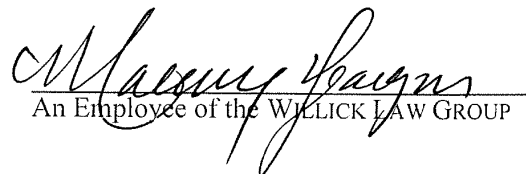
Pursuant to NRCP 5(b), I certify that I am an employee of the WILICK LAW GROUP and that on this 16th day of December, 2019, I caused the above document to be served as followed:

- [X] 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 attorneys listed below at the address, email address, and/or facsimile number indicated below:

Todd M. Leventhal, Esq.
Leventhal & Associates
626 S. Third St.
Las Vegas, NV 89101
leventhalandassociates@gmail.com
Attorney for Defendant

Bradley J. Hofland, Esq.
Hofland & Tomsheck
228 South Fourth Street, 1st Floor
Las Vegas, NV 89101
bradh@hoflandlaw.com


An Employee of the WILICK LAW GROUP

P:\wp19\SHEIKHALI\CIVILDRAFTS\00419245 WPD\MY

EXHIBIT “K”

1 Victor, 32 and Hamid, 59, met after Hamid's ex-wife, Marianne Martinez, called Hamid from
2 New Mexico to see if he could give Victor a job in one of his auto shops. She explained that Victor
3 was a Moldovan immigrant who was homeless, jobless, and feared deportation back to Moldova
4 after a failed immigration petition. Hamid empathized with Victor as he himself was originally an
5 immigrant from Iran who came to the United States, worked hard, and became a successful
6 businessman. Victor moved from New Mexico to Las Vegas in 2011, began working with Hamid,
7 and turned out to be a good employee who quickly gained Hamid's trust and admiration.

8 In 2013, Hamid sold Zip Zap Auto to Jens Inc. in 2013.⁸ However, in 2014, Hamid
9 purchased the business back from Jens Inc, including the name "Zip Zap."⁹

10 Victor attempted to get a green card again in 2014, by marrying a woman who lived in one
11 of Hamid's rentals, but was denied because Victor has a documented history of attempts to defraud
12 an immigration official during his previous green card application process.

13 Hamid began having feelings for Victor and asked Victor to marry him. Victor and Hamid
14 were married on May 4, 2014, but they continued to be work associated and never consummated the
15 marriage, nor did they ever live together in the same home as a married couple. Hamid filed on
16 Victor's behalf for a green card (this was Victor's fourth attempt to obtain a green card).

17 During the marriage, Victor formed Vitiok, LLC, and has been its sole owner since 2017,
18 operating with few or not corporate formalities as his alter ego (i.e. Vitiok LLC and Victor are one
19 and the same).

20 In 2014, Victor was appointed the "manager" of Zip Zap Auto under Vitiok, LLC. Hamid
21 helped set up bank accounts under Vitiok, LLC by submitting a fictitious business name application
22 for Victor and allowing Vitiok, LLC to use the "Zip Zap Auto" name for business purposes, but
23 Hamid retained 100% ownership and control of all equipment, miscellaneous assets, and intellectual

24
25 ⁸ See Exhibit 2.

26 ⁹ See Exhibit F, Sales Agreement and Release indicating Hamid purchased Zip Zap Auto back from Jens, Inc.
27 in March, 2014.

1 **property pertaining to Zip Zap Auto.** Hamid also owned the commercial building in which Zip Zap
2 Auto was located, and Vitiok, LLC leased it from Hamid for \$10,000 per month, which Victor paid
3 until May of 2018.

4 Victor, and/or Victor d/b/a Vitiok, LLC never “purchased” Zip Zap Auto from Hamid; there
5 was never money transferred to Hamid by Victor for rights to the name. Victor produced a copy of
6 a document stating that Hamid “transferred” the business to him for \$10, which Hamid does not
7 remember doing, but if it is authentic¹⁰ Hamid did so only to allow Victor to secure liability
8 insurance for the business under his name. It is inconsequential, however, because as discussed
9 further below, *Hamid and Victor settled and separated all business interests between them when*
10 *they annulled their marriage, and Victor walked away with a \$1M promissory note and \$10,000*
11 *monthly payments from Hamid.*

12 In 2016, Hamid formed SLC, LLC, and has appointed his sister as Managing Member and
13 Registered Agent, but reports 100% ownership and files income taxes under his name only.

14 On March 28, 2018, the parties filed a *Joint Petition for Annulment* on the grounds of
15 Victor’s green card fraud, initialed every page, and filed it in Douglas County Nevada in case
16 number 18-DI-0087. The annulment was granted by the Court in a *Decree of Annulment* filed on
17 March 30, 2018.¹¹

18 On May 4, Victor transferred all of his assets and extinguished any interest he had in
19 Hamid’s business affiliations to Hamid, which included a 12% interest in Stone & Stone, LLC.¹²

20 In early May, unbeknownst to Hamid, Victor gave his girlfriend, Nina Grozav, \$130,000 in
21 cash to purchase and open a competitor auto shop, Universal Motorcars.
22
23

24 ¹⁰ Victor has produced a number of documents during the past year that Hamid believes have been
25 photoshopped or otherwise fraudulently produced.

26 ¹¹ See Exhibit G, *Joint Petition for Annulment* and *Decree of Annulment* filed in case no.: 18-DI-0087.

27 ¹² See Exhibit A, Victor’s assignment of his 12% interest in Stone & Stone LLC shares back to Hamid.
28

EXHIBIT “L”

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

2
3
4
5
6
7

8
9
0
1
2
3
4

5
6
7
8
9
0

2

3

5
6

7

EXHIBIT “M”

1 In a blistering barrage of illogic, Victor complains (at 7-8) that Hamid waited until discovery
2 had been completed sufficient to ensure we could prove our allegations against him before we filed
3 a request to amend the complaint indicating that we could do so. Like most of the rest of the
4 *Opposition*, we think it sufficient to allow that assertion to “die of self-inflicted wounds.” Most
5 courts, in my experience, prefer parties to make the claims they can actually prove, but if the Court
6 wants us to further discuss the matter, we can.

7
8 **B. The Allegation that Victor will be “Prejudiced”**

9 Perhaps the most inadvertently honest portion of the *Opposition* is Victor’s claim that
10 permitting this Court to learn the actual facts and understanding the transactions between the parties
11 will harmful to his ability to put forth his altered version of history – essentially admitting that the
12 actual reason he opposes this Court to allow the pleadings to be amended is that it is “bad for his
13 case.”³

14 Without any actual facts or specifics, Victor vaguely asserts that there will be “considerable
15 delay” if this Court was to actually determine the truth of the issues. In fact, each of the additional
16 parties has been involved in the series of transactions at issue in the annulment case – Victor’s
17 setting up of a competing business through a girlfriend, looting Hamid’s Zip Zap auto, attempting
18 to injure Hamid’s business, etc. While Hamid might at the outset have been willing to just walk
19 away and absorb the losses from Victor’s numerous bad acts, Victor’s insistence of adding insult to
20 injury by making false claims in multiple new lawsuits pretty much compelled Hamid to lay out the
21 entire series of transactions, identify Victor’s wrongful behavior for what it is, and seek formal
22 adjudication of Victor’s liability for having perpetrated it all.

23 As to timing, Victor’s counsel long ago asserted in the annulment case that they had
24 “everything they needed” in discovery already completed in *that* action; the additional claims,
25 defenses, and parties relate to those same claims, and it does not appear likely that any existing
26 timelines will have to be significantly altered.

27
28 ³ Shakespeare observed this phenomenon: “Though [he] is not naturally honest, [he] is so
sometimes by chance.” *The Winter’s Tale*, Act 4, Sc. 4, lines 712-13.

EXHIBIT “N”

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

EXHIBIT “O”