

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 02:53 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. 5

Bradley Hofland, Esq. (Bar #6343)
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702-895-6760

ATTORNEYS FOR PETITIONERS

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

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

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

6
7 **FIRST CLAIM FOR RELIEF**

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

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

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

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

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

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

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

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

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

EXHIBIT “P”

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

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

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

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

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

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

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

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

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

SECOND CLAIM FOR RELIEF

EXHIBIT “Q”

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

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

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

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

11
12 **FIFTH CLAIM FOR RELIEF**

13 (Conversion/Trespass to Chattel)

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

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

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

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

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

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

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

7 8 **GENERAL ALLEGATIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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18 business a year later in March 2014, including the name Zip Zap Auto.

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20 which SHEIKHAI helped Mr. Botnari create, could lease the Zip Zap Auto premises and utilize the
21 name Zip Zap Auto.

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

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

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

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

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

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

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

10 11 **FOURTH CLAIM FOR RELIEF**

12 (Civil Conspiracy)

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

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

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

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

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

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

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

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

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

FIFTH CLAIM FOR RELIEF

(Conversion/Trespass to Chattel)

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

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

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

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

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

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

EXHIBIT “R”

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 “S”

1 at the time of the hearing of this matter. Plaintiff VITIOK, LLC is hereinafter referred to as “Vitiok”
2 or “Plaintiff”.
3

4 MEMORANDUM OF POINTS AND AUTHORITIES

5 I. INTRODUCTION

6 A. Overview

7 Defendant Sheikhai is entitled to a temporary restraining order and preliminary injunction
8 because he will: (1) likely succeed on the merits; and (2) suffer irreparable injury, for which there
9 is no adequate legal remedy, if the requested relief is denied.¹ Here, Plaintiff has stolen Mr.
10 Sheikhai’s customer list and used it to contact his customers to spread defamatory and disparaging
11 messages about Mr. Sheikhai and his businesses in attempt to intentionally interfere with Mr.
12 Sheikhai and his businesses’ prospective economic advantage. Additionally, Plaintiff has engaged,
13 and has solicited unknown individuals, in making false, defamatory and disparaging statements about
14 Mr. Sheikhai and his businesses, employees, etc. through social media platforms, including Yelp and
15 Google. The contents of these posts are not only disparaging, but completely false.

16 Plaintiff’s unlawful purpose in posting, and soliciting others to post, these defamatory
17 disparaging statements, was to inflict unfair detriment against Mr. Sheikhai and his businesses, and
18 economically affect his contractual relationships with existing customers and to affect its ability to
19 attract future customers. Despite receiving a cease and desist letter from Mr. Sheikhai, Plaintiff
20 persisted in their smear campaign. As such, Mr. Sheikhai needs to file this action and to seek
21 injunctive relief for Plaintiff to: (1) cease and desist misuse of Mr. Sheikhai’s customer list that was
22 stolen by Plaintiff; (2) cease and desist posting and/or soliciting others to post disparaging reviews
23 or comments regarding Mr. Sheikhai or any of his businesses; and (3) for removal of all disparaging
24

25
26 ¹ See *Labor Comm’r of State of Nev. v. Littlefield*, 153 P.3d 26, 28 (Nev. 2007) (citation
27 omitted); *Saini v. Int’l Game Tech.*, 434 F. Supp. 2d 913, 918 (D. Nev. 2006); see also NEV. REV.
28 STAT. § 33.010.

EXHIBIT “T”

1 at the time of the hearing of this matter. Plaintiff VITIOK, LLC is hereinafter referred to as “Vitiok”
2 or “Plaintiff”.
3

4 MEMORANDUM OF POINTS AND AUTHORITIES

5 I. INTRODUCTION

6 A. Overview

7 Defendant Sheikhai is entitled to a temporary restraining order and preliminary injunction
8 because he will: (1) likely succeed on the merits; and (2) suffer irreparable injury, for which there
9 is no adequate legal remedy, if the requested relief is denied.¹ Here, Plaintiff has stolen Mr.
10 Sheikhai’s customer list and used it to contact his customers to spread defamatory and disparaging
11 messages about Mr. Sheikhai and his businesses in attempt to intentionally interfere with Mr.
12 Sheikhai and his businesses’ prospective economic advantage. Additionally, Plaintiff has engaged,
13 and has solicited unknown individuals, in making false, defamatory and disparaging statements about
14 Mr. Sheikhai and his businesses, employees, etc. through social media platforms, including Yelp and
15 Google. The contents of these posts are not only disparaging, but completely false.

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18 economically affect his contractual relationships with existing customers and to affect its ability to
19 attract future customers. Despite receiving a cease and desist letter from Mr. Sheikhai, Plaintiff
20 persisted in their smear campaign. As such, Mr. Sheikhai needs to file this action and to seek
21 injunctive relief for Plaintiff to: (1) cease and desist misuse of Mr. Sheikhai’s customer list that was
22 stolen by Plaintiff; (2) cease and desist posting and/or soliciting others to post disparaging reviews
23 or comments regarding Mr. Sheikhai or any of his businesses; and (3) for removal of all disparaging
24

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26 ¹ See *Labor Comm’r of State of Nev. v. Littlefield*, 153 P.3d 26, 28 (Nev. 2007) (citation
27 omitted); *Saini v. Int’l Game Tech.*, 434 F. Supp. 2d 913, 918 (D. Nev. 2006); see also NEV. REV.
28 STAT. § 33.010.

EXHIBIT “U”

1 **C. Temporary Restraining Order and Injunction are Appropriate.**

2 These facts illustrate that Mr. Sheikhai will likely succeed on the merits in this matter, and
3 will be greatly and irreparably harmed if Plaintiff / Counterdefendants continue to make and publish
4 false, defamatory and disparaging statements about Mr. Sheikhai and his businesses, employees, etc.
5 through social media platforms, including Yelp, and Google. The contents of these posts are not only
6 disparaging, but completely false. Plaintiff / Counterdefendants' unlawful purpose in posting these
7 defamatory / disparaging statements was to inflict unfair detriment against Mr. Sheikhai and
8 economically affect his contractual relationships with existing customers and to affect its ability to
9 attract future customers. Despite receiving a cease and desist letter from Mr. Sheikhai,
10 Plaintiff/Counterdefendants persisted in their smear campaign. As such, Mr. Sheikhai needs to file
11 this action and to seek injunctive relief for Plaintiff / Counterdefendants to: (1) cease and desist
12 misuse of Mr. Sheikhai's customer list that was stolen by Plaintiff; (2) cease and desist posting
13 and/or soliciting others to post disparaging reviews or comments regarding Mr. Sheikhai or any of
14 his businesses; and (3) for removal of all disparaging posts made by Plaintiff, or anyone they have
15 solicited, regarding Mr. Sheikhai or any of his businesses.

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EXHIBIT “V”

1 “Plaintiff”). Cross-Defendant Victor Botnari is referred to “Botnari”.

2 **MEMORANDUM OF POINTS AND AUTHORITIES**

3 **I. INTRODUCTION**

4 **A. Overview**

5 Mr. Botnari, the owner of Vitiok, made several admissions in a verified petition for
6 annulment. Therein, he swore under the penalty of perjury that: (1) he knowingly defrauded Mr.
7 Sheikhai into marrying him for the purposes of a green card; (2) in furtherance of this scheme to
8 defraud both Mr. Sheikhai and the United States, he manipulated Mr. Sheikhai into adding his
9 name to all Mr. Sheikhai’s assets, specifically Zip Zap Auto, which Mr. Botnari said would
10 strengthen his immigration case although he promised Mr. Sheikhai he would not try to take this
11 or any other assets belonging to Mr. Sheikhai; (3) he cost Mr. Sheikhai a lot of money; (4) there
12 was no consideration for the alleged transfer since he fraudulently induced Mr. Sheikhai into
13 marrying him for a green card, which made him guilty of fraud; and (5) Mr. Sheikhai always
14 understood that Mr. Botnari was not going to make a claim on Zip Zap Auto.

15 These admissions are dispositive of Plaintiff’s claims, wherein Defendants should be
16 entitled to Summary Judgment as a matter of law. Under the theories of judicial estoppel, claim
17 preclusion, law of the case, and party admissions, no genuine issue of material fact exists that
18 Vitiok has zero claim to Zip Zap Auto. However, arguendo, to the extent that this Honorable
19 Court determines that there may be a disputed issue, partial summary judgment is appropriate
20 related to the admissions. Moreover, it would also be appropriate to provide Defendants leave to
21 amend their pleadings to assert additional claims against Plaintiff and Mr. Botnari related to the
22 admissions. Finally, Defendants respectfully request a stay of this matter pending the resolution
23 of the domestic case related to the sham marriage and the restoration of the assets of each as
24 brought into the sham marriage as they expressly agreed.

25 **B. Statement of Facts**

26 1. **Facts Alleged in the Complaint**

27 In 2013, Plaintiff alleged that the Nevada Department of Motor Vehicles issued a
28 directive prohibiting Mr. Sheikhai from operating a smog repair facility. *Id.* at ¶ 6. Plaintiff

EXHIBIT “W”

1 this asset. *Id.* at HS004321:5-7.

2 Notably, these undisputed facts illustrate that the alleged facts asserted in the Complaint
3 are violative of Rule 11. The Complaint falsely asserts that “[o]n June 1, 2014, Vitiok purchased
4 Zip Zap Auto business and its assets from Samir LLC that was owned and operated by Mr.
5 Sheikhai.” *Id.* at ¶ 12. This allegation is the principal allegation upon which all the claims in the
6 Complaint rest upon. Concerningly, Plaintiff’s counsel was acutely aware that the Complaint he
7 filed directly contradicted the Petition despite actual knowledge of Mr. Botnari’s admissions
8 therein. Exs. E-K. Further examination may be necessary as directed by this Honorable Court
9 related to any ethical violations.

10 2. Judicial Estoppel Applies, Justifying Summary Judgment

11 Mr. Botnari filed the Petition and Verification with Douglas County. In reliance of both,
12 Douglas County issued an annulment of the marriage between Mr. Sheikhai and Mr. Botnari.
13 Therein, Mr. Botnari: (1) is the same party who took two positions related to an ownership right
14 in Mr. Sheikhai’s assets, including Zip Zap Auto; (2) the positions were taken in a judicial
15 proceedings; (3) Mr. Botnari was successful in asserting the first position (i.e., Douglas County
16 adopted the position and issued a Decree; (4) the two positions are totally inconsistent; and (5)
17 the first position was not taken as a result of ignorance, fraud, or mistake. As such, Mr. Botnari
18 is estopped from denying that he has no interest in Mr. Sheikhai’s assets, which include Zip Zap
19 Auto. See Vaile v. Eighth Judicial Dist. Court (Vaile I), 118 Nev. 262, 270, 44 P.3d 506, 514
20 (2002) (“a party who has stated an oath in a prior proceeding, ‘as in a pleading,’ that a given fact
21 is true, may not be allowed to deny the same fact in a subsequent action.”).

22 3. Claim Preclusion Justifies Summary Judgment

23 The Decree is a valid and final judgment on a claim precludes this instant action related
24 to Vitiok’s claim of ownership in Zip Zap Auto. *Univ. of Nev. v. Tarkanian*, 110 Nev. 581, 879
25 P.2d 1180, 1191 (1994). (1) Mr. Botnari, the owner of Vitiok, and Mr. Sheikhai are the same
26 parties or their privities are the same as in the Douglas County action and this one. (2) The
27 Decree was the final judgment with proper jurisdiction of the Parties. (3) This action is based on
28 the same claims (ownership of Mr. Sheikhai’s assets, or Zip Zap Auto, or any part of them that

EXHIBIT “X”

1 this asset. *Id.* at HS004321:5-7.

2 Notably, these undisputed facts illustrate that the alleged facts asserted in the Complaint
3 are violative of Rule 11. The Complaint falsely asserts that “[o]n June 1, 2014, Vitiok purchased
4 Zip Zap Auto business and its assets from Samir LLC that was owned and operated by Mr.
5 Sheikhai.” *Id.* at ¶ 12. This allegation is the principal allegation upon which all the claims in the
6 Complaint rest upon. Concerningly, Plaintiff’s counsel was acutely aware that the Complaint he
7 filed directly contradicted the Petition despite actual knowledge of Mr. Botnari’s admissions
8 therein. Exs. E-K. Further examination may be necessary as directed by this Honorable Court
9 related to any ethical violations.

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27 Decree was the final judgment with proper jurisdiction of the Parties. (3) This action is based on
28 the same claims (ownership of Mr. Sheikhai’s assets, or Zip Zap Auto, or any part of them that

EXHIBIT “Y”

7. In January of 2017 Mr. Botnari filed for another visa as an abused spouse by Mr. Sheikhai, but Mr. Sheikhai did not know about it until later. He submitted falsified evidence including using Photoshop to alter a prescription bottle to make it look like Mr. Sheikhai was on medication, which he was not on. Everything was too much to ignore and Mr. Sheikhai confronted Mr. Botnari in March of 2018 and he admitted he married solely for money and immigration benefits. He admitted adultery and confirmed all Mr. Sheikhai's suspicions about his bad character. Mr. Sheikhai would not have married Mr. Botnari if he knew he was needing a green card and was only marrying to gain access to his money.
8. Mr. Botnari fraudulently induced Mr. Sheikhai into marrying him for a green card, which made him guilty of fraud.
9. There was a failure of consideration related to Mr. Botnari's acquisition of Mr. Sheikhai's asset, Zip Zap Auto.
10. Mr. Botnari had no right to make any claims against Mr. Sheikhai's assets accumulated during the sham marriage.
11. As to the transfer of Mr. Sheikhai's assets to Mr. Botnari, the parties executed a Bill of Sale ("Bill of Sale") on June 1, 2014. The Bill of Sale was only for \$1.00, illustrating the lack of consideration and to facilitate Mr. Botnari's continuing scheme to defraud the United States and ICE. Mr. Sheikhai understood that Mr. Botnari was not going to make a claim on this asset.
12. Mr. Botnari filed the Petition and Verification with Douglas County. In reliance of both, Douglas County issued an annulment of the marriage between Mr. Sheikhai and Mr. Botnari. Therein, Mr. Botnari: (1) is the same party who took two positions related to an ownership right in Mr. Sheikhai's assets, including Zip Zap Auto; (2) the positions were taken in a judicial proceedings; (3) Mr. Botnari was successful in asserting the first position (i.e., Douglas County adopted the position and issued a Decree; (4) the two positions are totally inconsistent; and (5) the first position was not taken as a result of ignorance, fraud, or mistake. As such, Mr. Botnari is estopped from denying that he has no interest in Mr. Sheikhai's assets, which include Zip Zap Auto.
13. Mr. Botnari committed perjury related to his Immigration Petition.
14. Mr. Botnari is barred from denying the Admissions in the Petition. *La-Tex Partn. v. Deters*, 893 P.2d 361, 365 (Nev. 1995) (citing *Wagner v. Carex Investigations & Sec. Inc.*, 93 Nev. 627, 632, 572 P.2d 921, 924 (1977)).

EXHIBIT “Z”

2011 after Hamid’s ex-wife called Hamid to ask if he could give Mr. Botnari a job at one of his auto shops. *Id.* at ¶ 13. Hamid’s ex-wife explained that Victor Botnari was an immigrant from Moldova who was homeless and jobless that feared being deported based on a failed immigration petition. *Id.* at ¶ 14. Hamid empathized with Mr. Botnari’s situation as Mr. Botnari is an immigrant from Iran who came to the United States, worked hard, and became a successful businessman. *Id.* at ¶ 15. Mr. Botnari began working for Hamid in 2011 and seemed to be a good employee, quickly gaining Hamid’s trust. *Id.* at ¶ 16.

In March 2013, Hamid sold Zip Zap Auto to Jens, Inc. *Id.* at ¶ 17. In March 2014, Hamid purchased Zip Zap Auto back from Jens, Inc., including the name “Zip Zap.” *Id.* at ¶ 18. On April 1, 2014, following Hamid’s buy-back of Zip Zap Auto, Hamid appointed Mr. Botnari as manager of Zip Zap Auto. *Id.* at ¶ 19. From about April 2014 to May 2018, Vitiok leased the Zip Zap Auto commercial building from Hamid for \$10,000.00 per month, which Mr. Botnari paid until May 2018. *Id.* at ¶ 20. On May 4, 2014, Hamid and Mr. Botnari were married in Nevada; however, the marriage was never consummated and was ultimately annulled on March 31, 2018. *Id.* at ¶ 21.

Following the marriage, Hamid purchased the real property 2964 Sun Lake Dr., Las Vegas, NV 89128 (“Sun Lake Property”), which Hamid also paid to have completely furnished. *Id.* at ¶ 22. Mr. Botnari moved into the Sun Lake Property, but told Hamid that his culture would not allow Hamid to live with him. Instead, Mr. Botnari’s girlfriend and coworker/employee, Counterdefendant Mereora, moved in with Mr. Botnari at the Sun Lake Property. *Id.* at ¶ 23.

In May 2014, Hamid helped Mr. Botnari set up Vitiok, LLC (“Vitiok”) by setting up bank accounts, submitting a fictitious business name application and allowing Vitiok to use the “Zip Zap Auto” name for business purposes. *Id.* at ¶ 24. The purpose of Hamid’s aid in setting up Vitiok was so that Mr. Botnari and Vitiok could obtain a Department of Motor Vehicles (“DMV”) Garage and Smog Station licenses to increase revenue of Zip Zap Auto. Mr. Botnari is the sole owner Vitiok, LLC, and Mr. Botnari and Vitiok are alter egos of each other. *Id.* at ¶ 25.

Hamid had a Smog Technician licenses in 2013, but it was revoked following a series of errors made by Mr. Botnari who was improperly using Hamid’s Smog Technician License

EXHIBIT “AA”

1 username/password. *Id.* at ¶ 26. Despite allowing Vitiok to use the Zip Zap Auto name, Hamid
2 retained 100% ownership and control of all equipment, miscellaneous assets, and intellectual
3 property pertaining to Zip Zap Auto. *Id.* at ¶ 27. On May 4, 2018, following the annulment of
4 Hamid's and Mr. Botnari's marriage, Mr. Botnari transferred all of his assets and extinguished
5 any interest he had in any of Hamid's business affiliations, including Zip Zap Auto, to Hamid.
6 *Id.* at ¶ 28. On May 27, 2018, Hamid executed, and Mr. Botnari accepted, a Promissory Note to
7 pay Mr. Botnari \$1 Million, together with interest at a rate of 12% per annum, commencing June
8 15, 2018, and calling for interest-only payments at a rate of \$10,000.00 per month until the
9 principal was paid ("Promissory Note"). *Id.* at ¶ 29.

10 Following the execution of the Promissory Note, Mr. Botnari and Hamid agreed that, by
11 May 31, 2018, Mr. Botnari would go to the DMV to file a change in management and close out
12 his license at the DMV Emissions Lab for the Smog Station part of Zip Zap Auto. *Id.* at ¶ 30.
13 Despite the agreement, Mr. Botnari purposefully avoided Hamid during the last week of May
14 2018. *Id.* at ¶ 31.

15 On May 31, 2018, Mr. Botnari had his friend and key employee, Larisa Mereora, tell
16 Hamid that Mr. Botnari was in Los Angeles, CA awaiting a flight to Moldova. *Id.* at ¶ 32. On
17 June 1, 2018, Mr. Botnari messaged Hamid to say that he did not file the change in management
18 or close out his Smog Station license as agreed, and that he was at the airport in Los Angeles
19 awaiting his flight to Moldova. *Id.* at ¶ 33. However, Mr. Botnari was not in Los Angeles as
20 advised, nor did he travel back to Moldova. Rather, Mr. Botnari never left Las Vegas between
21 May 27, 2018 and June 5, 2018. *Id.* at ¶ 34. On June 5, 2018, after not receiving any contact
22 from Mr. Botnari, Hamid prepared and filed eviction notices for abandonment of the three
23 properties for which Mr. Botnari had keys, but were owned by Hamid, including: Zip Zap Auto
24 and the Sun Lake Property. *Id.* at ¶ 35.

25 On June 6, 2018, Hamid went to serve the evictions papers, but upon arrival, Larisa
26 Mereora, Thomas Mulkins, and/or Ion Neagu, along with other employees of Mr. Botnari, were
27 packing up and removing equipment from Zip Zap Auto, including, but not limited to: Zip Zap
28 Auto's computer and hard drive containing Zip Zap Auto's customer list and other trade secrets.

EXHIBIT “BB”

1 *Id.* at ¶ 36. Similarly, Mereora, Mulkins, and/or Neagu also removed the furniture and
2 furnishings from the Sun Lake Property, claiming those items to be Mr. Botnari’s property. *Id.* at
3 ¶ 37. On or about June 6, 2018, Mereora voluntarily handed Hamid the keys to Zip Zap Auto
4 and the Sun Lake Property. *Id.* at ¶ 38. Unbeknownst to Hamid, in early May 2018, Mr. Botnari
5 gave his girlfriend, Nina Grozav, \$130,000.00 in cash to purchase and open a competitor auto
6 shop, “Universal Motorcars.” *Id.* at ¶ 39. Upon information and belief, although Ms. Grozav was
7 listed as a “manager” of Universal Motorcars, Mr. Botnari had control of Universal Motorcars
8 and handled the day-to-day operation of the business. *Id.* at ¶ 40. The other listed manager for
9 Universal Motorcars is Alisa Neagu who, upon information and belief, has a familial relationship
10 with Counterdefendant Ion Neagu. *Id.* at ¶ 41.

11 The equipment stolen from Zip Zap Auto was taken by Mr. Botnari’s employees, Botnari,
12 Mereora, Mulkins, and Neagu, to Universal Motorcars, including the computer hard drive
13 containing Zip Zap Auto’s customer list and other trade secrets. *Id.* at ¶ 42. Mr. Botnari and/or
14 his employees then made unsolicited calls to Zip Zap Auto’s customers to disparage and defame
15 Zip Zap Auto while promoting Mr. Botnari’s competing business. *Id.* at ¶ 43. The equipment
16 that was not stolen from Zip Zap Auto’s premises but left behind was in a state of disrepair and
17 required replacement by Hamid upon his resuming control of Zip Zap Auto. *Id.* at ¶ 44. Hamid
18 spent about \$75,000.00 replacing or repairing the equipment damaged/stolen from Zip Zap Auto
19 by Counterdefendants. *Id.* at ¶ 45.

20 On or about June 6, 2018, Hamid resumed control of Zip Zap Auto, which included using
21 the name, equipment and premises that had previously been leased by Mr. Botnari and Vitiok. *Id.*
22 at ¶ 46. Upon resuming control of Zip Zap Auto, Hamid discovered that Mr. Botnari had been
23 keeping two sets of books, hiding roughly half of the gross sales by backdating repair orders. *Id.*
24 at ¶ 47. Mr. Botnari and Vitiok were audited and assessed over \$104,000.00 in back taxes by the
25 Nevada Department of Taxation. *Id.* at ¶ 48. Mr. Botnari paid only \$40,000.00 of the back-taxes
26 and requested that Hamid loan him \$40,000 by paying writing a check directly to Nevada
27 Department of Taxation. *Id.* at ¶ 49. Mr. Botnari then disappeared without paying the remainder
28 of the tax obligation or repaying Hamid the \$40,000.00 paid on Mr. Botnari’s and Vitiok’s

EXHIBIT “CC”

1 Additionally, the Amended Answer pled that, “[d]espite allowing Vitiok to use the Zip
2 Zap Auto name, Hamid retained 100% ownership and control of all equipment, miscellaneous
3 assets, and intellectual property pertaining to Zip Zap Auto. *Id.* at ¶ 27.

4 Notably, there is no requirement, that the allegedly defamatory statements be actually
5 pled into the cause of action, nor does the Motion cite to any case law establishing the same.
6 Rather, NRCP 8(a)(2) controls, and the Amended Answer only requires “a short and plain
7 statement of the claim showing that the pleader is entitled to relief[.]” See Nev. R. Civ. Pro. §
8 8(a)(2). The Amended Answer satisfies this directive in regards to the cause of action for False
9 Light by adequately pleading the parties involved, the nature of the defamation/disparagement,
10 how it occurred, that no privilege exists, and that Mr. Sheikhai was harmed.

11 Moreover, Mr. Sheikhai has also pled that the false and defamatory statements were made
12 against both himself and Zip Zap Auto. Therefore, the Motion’s argument for lack of standing is
13 contradicted by the contents of the Amended Answer. Also, the Amended Answer includes
14 averment that Mr. Sheikhai is the owner of Zip Zap Auto, which also provides him standing to
15 bring the claim. As such, the cause of action for False Light was appropriately pled to survive
16 12(b)(5) dismissal.

17 3. *Intentional Interference with Prospective Economic Advantage*

18 The Motion argues dismissal is appropriate because the Amended Answer allegedly fails
19 to “identify or provide the alleged ‘contractual relationship, for the initial basis for this claim[.]’”
20 See Mot. at p. 24:2-4. However, that argument must fail because an actual, physical contract is
21 not required. See Buckaloo v. Johnson, 537 P.2d 865, 14 Cal.3d 815, 823 (1975) (“The tort of
22 interference with an advantageous relationship, or with a contract, does not, however,
23 disintegrate because it relates to a contract not written *or an advantageous relation not*
24 *articulated into a contract.*” (citing *Zimmerman v. Bank of America* 191 Cal. App.2d 55, 57
25 (1961) (emphasis in original).

26 Additionally, the Amended Answer includes the following allegation:

27 84. Counterdefendants and employees, on behalf of Vitiok, called
28 Zip Zap Auto customers, from the customer list stolen from the
Zip Zap auto hard drive, and made defamatory and disparaging

EXHIBIT “DD”

1 Additionally, the Amended Answer pled that, “[d]espite allowing Vitiok to use the Zip
2 Zap Auto name, Hamid retained 100% ownership and control of all equipment, miscellaneous
3 assets, and intellectual property pertaining to Zip Zap Auto. *Id.* at ¶ 27.

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 Zip Zap auto hard drive, and made defamatory and disparaging

EXHIBIT “EE”

claims against Zip Zap Auto with the intent to siphon those customers from Zip Zap Auto and to Mr. Botnari's competing venture, Universal Motorcars.

See Amended Answer at p. 14, ¶ 84.

As such, the pleading shows that Mr. Sheikhai adequately pled that relationship being interfered with and the Motions' request to dismiss this cause of action should be denied.

4. Civil Conspiracy

The Motion argues that the counterclaim for civil conspiracy should be dismissed because there is only one Plaintiff and that the other elements of the claim have not been established. However, this is not only misleading, but it is downright false.

First, the claim is pled against Vitiok and Mr. Botnari. See Amended Answer at p. 6:7-9. As such, the argument that Mr. Sheikhai hasn't pled the "combination of two or more persons" is simply not true.

Second, the Amended Answer includes the following averments of fact:

93. Counterdefendants, entered into a conspiracy with each other, and potentially others, to defame, disparage, and otherwise interfere with Hamid's business.

94. Counterdefendants, acted in concert to steal equipment owned by Hamid, and to steal Hamid's customer list.

95. In furtherance of the conspiracy, Counterdefendants contacted Hamid's customers, using the stolen customer list, to defame, disparage, and hold Hamid in a false light in front of his customers.

See Amended Answer at p. 15, ¶¶ 93-95.

As such, Mr. Sheikhai has sufficiently pled the objective of the civil conspiracy, i.e., "to defame, disparage, and otherwise interfere with Hamid's business." *Id.* at ¶ 93. Similarly, he sufficiently pled commission of the unlawful act, i.e., "steal equipment owned by Hamid, and to steal Hamid's customer list." *Id.* at ¶ 94. The Amended Answer also alleges damages suffered as a result of the civil conspiracy. *Id.* at ¶ 96.

Finally, the argument that Mr. Sheikhai cannot prove the element of damages is not supported by admissible evidence. The basis for the argument is that Mr. Sheikhai has allegedly made millions after Plaintiff abandoned the business. However, this is nothing more than the

EXHIBIT “FF”

1 unsupported conjecture of opposing counsel, which cannot be considered for any purpose. See
2 *Orr v. Bank of Am., NT & SA*, 285 F.3d 764, 773 (9th Cir. 2002).

3 Here, the court must take the allegations contained in the Amended Answer as true. See
4 *Simpson v. Mars, Inc.*, 113 Nev. 188, 190, 929 P.2d 966, 967 (1997) (citing *Vacation Village v.*
5 *Hitachi America*, 110 Nev. 481, 484, 874 P.2d 744, 746 (1994)). The Amended Answer pled
6 sufficient factual averments to establish a claim of civil conspiracy against Vitiok and Mr.
7 Botnari, as such the Motion's request for dismissal of the same must be denied.

8 5. Conversion / Trespass to Chattels

9 The Motion's argument for dismissal of the conversion/trespass to chattels claim relies on
10 documentary evidence outside of the pleadings in this matter, which is not appropriate related to
11 the Motion's requested relief and must not be considered by this Honorable Court when ruling
12 on the Motion. See *Morris v. Green Tea Servicing, LLC*, 2015 WL 4113212 at*3 (D. Nev.
13 2015).

14 Here, the Motion identifies the allegations made by Mr. Sheikhai include that he is the
15 sole owner of the equipment, furniture and furnishings stolen by Vitiok and Mr. Botnari. See
16 *Mot.* at p. 26:5-11; see also Amended Answer at p. 16, ¶¶ 98-105. As such, those allegations are
17 taken as true for the purposes of ruling on the Motion. Plaintiff's factual arguments regarding
18 actual ownership is irrelevant at this time based on the requested relief for dismissal for failure to
19 state a claim. Plaintiff attempts to convert the Motion into one for summary judgment, despite
20 requesting dismissal. As the evidence attached to the Motion cannot be considered at this time,
21 and the allegations satisfy the directive of NRCP 8(a)(2), the Motion's request for dismissal must
22 be denied.

23 6. Restitution for Tax Liens

24 The Motion argues there is no independent cause of action for Restitution for Tax Liens.
25 However, there is no legal or factual support for this argument. In fact, there is no analysis
26 whatsoever related to the request for dismissal of this cause of action. Notably, this argument
27 was already made by Plaintiff in its opposition to the Motion to File an Amended Answer and
28 Counterclaim. The court correctly decided not to rule in favor of that argument at the time and

EXHIBIT “GG”

RSPN

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Attorneys for Defendant/Counterclaimant HAMID SHEIKHAI

DISTRICT COURT

CLARK COUNTY, NEVADA

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

vs.

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

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

DATE OF HEARING:
TIME OF HEARING:

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

TO: VITIOK, LLC, Plaintiff, and

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

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

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

INTERROGATORY NO. 1:

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

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

RESPONSE TO INTERROGATORY NO. 1:

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

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

INTERROGATORY NO. 2:

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

RESPONSE TO INTERROGATORY NO. 2:

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

INTERROGATORY NO. 3:

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

RESPONSE TO INTERROGATORY NO. 3:

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

EXHIBIT “HH”

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

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

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

4 **INTERROGATORY NO. 14:**

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

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

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

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

14 **INTERROGATORY NO. 15:**

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

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

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

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

22 **INTERROGATORY NO. 16:**

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

EXHIBIT “II”

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

INTERROGATORY NO. 19:

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

RESPONSE TO INTERROGATORY NO. 19:

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

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

INTERROGATORY NO. 20:

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

RESPONSE TO INTERROGATORY NO. 20:

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

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

INTERROGATORY NO. 21:

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

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

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

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

7 **INTERROGATORY NO. 22:**

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

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

11 N/A.

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

13 **INTERROGATORY NO. 23:**

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

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

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

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

22 **INTERROGATORY NO. 24:**

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

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

26 Zip Zap auto was never purchased by Plaintiff.

EXHIBIT “JJ”

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

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

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

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

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

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

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

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

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

19 DATED this 28th day of July, 2020.

20 HUTCHISON & STEFFEN, PLLC

21 /s/Christian Orme

22 Jacob A. Reynolds (10199)

23 Christian M. Orme (10175)

24 Attorneys for Defendant SLC, LLC

EXHIBIT “KK”

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

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

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

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

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

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

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

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

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

19 DATED this 28th day of July, 2020.

20 HUTCHISON & STEFFEN, PLLC

21 /s/Christian Orme

22 Jacob A. Reynolds (10199)

23 Christian M. Orme (10175)

24 Attorneys for Defendant SLC, LLC

EXHIBIT “LL”

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DISTRICT COURT
CLARK COUNTY, NEVADA

VITIOK, LLC, a Nevada Limited Liability
Company,

Plaintiff,

v.

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

Defendants

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

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

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

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

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

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

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

3 **INTERROGATORY NO. 2:** Describe and identify, in detail, the name and/or capacity of persons
4 authorized to enter into contracts and authorize payment made on your behalf during the period
5 between June 1, 2017 and the present.
6

7 **RESPONSE TO INTERROGATORY NO. 2:** Objection. The Interrogatory seeks information
8 outside the scope of the Defendant's knowledge, calls for speculation, and is not narrowly
9 tailored to lead to the discovery of admissible evidence. Without waiving the foregoing
10 objections, Defendant responds as follows: Hamid Sheikhai retained the authority to enter into
11 contracts and authorize payments on behalf of SLC, LLC. As discovery is ongoing, Defendant
12 retains the right to amend this response.
13

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

18 **RESPONSE TO INTERROGATORY NO. 3:** Objection. The Interrogatory is overly broad
19 and not properly limited in time or scope. Moreover, the Interrogatory is unduly burdensome
20 to the extent it seeks information not readily available to Defendant SLC, LLC. Without
21 waiving the foregoing objections, Defendant responds as follows: Hamid Sheikhai was
22 authorized to hire and/or report employees, independent contractors, subcontractors, or other
23 individuals/entities that obtained money through and/or from Zip Zap Auto. As discovery is
24 ongoing, Defendant retains the right to amend this response.
25

26 ///

EXHIBIT “MM”

1 **INTERROGATORY NO. 13:** Describe and identify, in detail, all loans, salary, bonuses, or
2 repayment of loans between you and Hamid from January 1, 2017 and the present date.

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

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

11 **RESPONSE TO INTERROGATORY NO. 14:** Objection. The scope of the Interrogatory is
12 overbroad, unduly burdensome and not narrowly tailored to lead to the discovery of
13 admissible evidence. As discovery is ongoing, Defendant retains the right to amend this
14 response.
15

16 **INTERROGATORY NO. 15:** Describe and identify, in detail SLC's purchase of Zip Zap Auto and
17 its Assets from Plaintiff.

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

25 **INTERROGATORY NO. 16:** Describe and identify, in detail any and all judicial, administrative,
26 and/or governmental proceedings (federal, state, and local) to which you have been a party at any
27
28

EXHIBIT “NN”

1 time, such as lawsuits, bankruptcy proceedings, licensing matters, discipline proceedings, and other
2 matters.

3 **RESPONSE TO INTERROGATORY NO. 16:** Objection. The Interrogatory calls for
4 information that is equally available to the requesting party and is therefore unduly
5 burdensome. Without waiving the foregoing objection, Defendant responds as follows: the
6 current matter is the first and only to which SLC, LLC has been a party of any judicial,
7 administrative, or governmental proceeding. As discovery is ongoing, Defendant retains the
8 right to amend this response.
9

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

12 **RESPONSE TO INTERROGATORY NO. 17:** Objection. The Interrogatory is vague,
13 ambiguous, and overbroad. Moreover, the Interrogatory calls for a lengthy narrative response
14 more suited for a deposition, and is indefinite and remote as to time and scope. Without
15 waiving the foregoing objections, Defendant responds as follows: Hamid Sheikhai executed
16 documents related to Hamid's singular ownership of Zip Zap Auto. As discovery is ongoing,
17 Defendant retains the right to amend this response.
18

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

21 **RESPONSE TO INTERROGATORY NO. 18:** Objection. The Interrogatory is overly broad
22 and not properly limited in time or scope. Moreover, the Interrogatory is not reasonably
23 calculated to lead to the discovery of admissible evidence. Without waiving the foregoing
24 objections, Defendant responds as follows: SLC, LLC executed no agreements or contracts
25 with Zohreh Amiryavari. As discovery is ongoing, Defendant retains the right to amend this
26 response.
27
28

EXHIBIT “OO”

1 **INTERROGATORY NO. 22:** Describe and identify, in detail any and all documents you intend to
2 offer and/or use at trial or arbitration, including, but not limited to, all communications, all
3 demonstrative evidence, computer, or power point presentations, all police reports, investigative
4 reports, expert reports, business records, correspondence, agreements, logs, notes, photographs,
5 videotapes, films and all other exhibits.

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

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

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

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

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

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

22 **RESPONSE TO INTERROGATORY NO. 25:** Objection. The Interrogatory seeks for legal
23 conclusions and/or a party narrative as to the events in this matter. Without waiving the
24

EXHIBIT “PP”

1 foregoing objection, Zohreh Amiryavari has no interest in SLC, LLC. As discovery is ongoing,
2 Defendant retains the right to amend this response.

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

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

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

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

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

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

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

22 **RESPONSE TO INTERROGATORY NO. 29:** Objection. The Interrogatory calls for a lengthy
23 narrative response more suited for a deposition. Moreover, the Interrogatory is overly broad,
24 not properly limited in time or scope, and not reasonably calculated to lead to the discovery of
25

EXHIBIT “QQ”

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

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

5 **RESPONSE TO INTERROGATORY NO. 30:** Objection. The Interrogatory is overly broad
6 and not properly limited in scope and time. Moreover, the Interrogatory is not narrowly
7 tailored to lead to the discovery of admissible evidence. Without waiving the foregoing
8 objection, Defendant responds as follows: Hamid received 100% of all profits and losses. As
9 discovery is ongoing, Defendant retains the right to amend this response.
10

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

13 **RESPONSE TO INTERROGATORY NO. 31:** Objection. The Interrogatory is overly broad
14 and not properly limited in scope and time. Moreover, the Interrogatory is not narrowly
15 tailored to lead to the discovery of admissible evidence. Without waiving the foregoing
16 objections, Defendant responds as follows: Zohreh Amiryavari received a check for \$1,500 per
17 month as a 1099 Employee. As discovery is ongoing, Defendant retains the right to amend this
18 response.
19

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

24 **RESPONSE TO INTERROGATORY NO. 32:** Objection. The Interrogatory calls for a
25 lengthy narrative response more suited for a deposition. Moreover, the Interrogatory is overly
26 broad, not properly limited in time and scope, and is not narrowly tailored to lead to the
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EXHIBIT “RR”

1 discovery of admissible evidence. As discovery is ongoing, Defendant retains the right to
2 amend this response.

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

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

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

18 ///

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

9 DATED this 30th day of July, 2020.

10 HUTCHISON & STEFFEN, PLLC

11 /s/Christian Orme

12 Jacob A. Reynolds (10199)

13 Christian M. Orme (10175)

14 Attorneys for Defendant SLC, LLC

EXHIBIT “SS”

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

2 **INTERROGATORY NO. 28:**

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

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

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

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

10 **INTERROGATORY NO. 29:**

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

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

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

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

16 **INTERROGATORY NO. 30:**

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

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

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

23

24

25

26 *****

27

28

EXHIBIT “TT”

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DISTRICT COURT
CLARK COUNTY, NEVADA

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

vs.

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

Defendant.

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

DATE OF HEARING:
TIME OF HEARING:

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

TO: VITIOK, LLC, Plaintiff; and

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

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

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

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

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

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

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

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

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

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

10 Admit.

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

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

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

15 Admit.

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

17 Admit that SLC is the alter ego of yourself.

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

19 Deny.

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

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

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

24 Deny.

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

26 Admit that you have no Economic Interest in Vitiok.

EXHIBIT “UU”

RESP

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**DISTRICT COURT
CLARK COUNTY, NEVADA**

VITIOK, LLC, a Nevada Limited Liability
Company,

Plaintiff,

v.

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

Defendants

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT “VV”

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

Cross-Defendants

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

ANSWER

THE PARTIES

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

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

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

I

FIRST CLAIM FOR RELIEF

(Unjust Enrichment)

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

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

1 **II.**

2 **SECOND CLAIM FOR RELIEF**

3 (Intentional Interference with Economic Interest)

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

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

9 **III.**

10 **THIRD CLAIM FOR RELIEF**

11 (Civil Conspiracy)

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

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

17 **IV.**

18 **FOURTH CLAIM FOR RELIEF**

19 (Injunction)

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

23 11. Answering Paragraphs 43-49, Defendants deny the allegations contained in said Paragraphs.
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25
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27
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V.

FIFTH CLAIM FOR RELIEF

(Declaratory Relief)

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

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

VI.

SIXTH CLAIM FOR RELIEF

(Accounting)

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

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

AFFIRMATIVE DEFENSES

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

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

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

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

1 by the equitable doctrine of laches.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12
13 **DEMAND FOR JURY TRIAL**

14 1. SHEIKHAI demands a jury trial.

15
16 **JURISDICTIONAL AND PARTY ALLEGATIONS**

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

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

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

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

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

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

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

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

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

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

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

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

19
20 **ROES AND DOES ALLEGATIONS**

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

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

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

7 8 **GENERAL ALLEGATIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6
7 **FIRST CLAIM FOR RELIEF**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23 75. In order to prosecute this action, SHEIKHAI had to retain attorneys to represent him, and he
24 is entitled to fair and reasonable attorneys' fees associated with protecting his rights.
25
26
27

28 **SECOND CLAIM FOR RELIEF**

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

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

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

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

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

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

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

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

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

1 automotive repair industry.

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

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

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

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

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

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

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

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

16
17 **THIRD CLAIM FOR RELIEF**

18 (Intentional Interference with Prospective Economic Advantage)

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

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

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

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

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

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

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

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

10
11 **FOURTH CLAIM FOR RELIEF**

12 (Civil Conspiracy)

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

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

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

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

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

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

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

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

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

11
12 **FIFTH CLAIM FOR RELIEF**

13 (Conversion/Trespass to Chattel)

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

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

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

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

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

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

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

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

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

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

11 12 **SIXTH CAUSE OF ACTION**

13 (Restitution for Tax Liens)

14 118. SHEIKHAI repeats and realleges the allegations in Paragraphs 1 through 117, inclusive, as
15 if fully set forth at this point and incorporates them herein by reference.

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

19 120. Counterdefendants Botnari and Vitiok's illegal and improper conduct in underreporting their
20 sales and use tax caused a tax lien in the approximate amount of \$104,000.00 to be filed against
21 Botnari and/or Vitiok.

22 121. Counterdefendant Botnari acknowledged the tax lien as his sole responsibility and obligation
23 by paying a portion of the tax lien.

24 122. Counterdefendant Botnari further acknowledged the tax lien as his sole responsibility and
25 obligation by requesting a loan from SHEIKHAI to pay a portion of the tax lien.

26 123. Counterdefendants Botnari and Vitiok failed to pay the entire amount of the tax lien.

27 124. As a result, SHEIKHAI was assessed to pay the remainder of the tax lien following the
28

1 \$40,000.00 payment by Mr. Botnari and subsequent \$40,000.00 payment by SHEIKHAI.

2 125. In total, SHEIKHAI paid the approximate sum of \$64,000.00 in satisfaction of the tax lien.

3 126. Mr. Botnari has not repaid SHEIKHAI either the \$40,000.00 loaned to him, or the additional
4 \$24,000.00 that SHEIKHAI was forced to incur.

5 127. Counterdefendants Botnari and Vitiok received a benefit by way of SHEIKHAI's payment
6 of the tax lien.

7 128. Counterdefendants Botnari and Vitiok accepted and retained the benefit under circumstances
8 that would be inequitable for Counterdefendants Botnari and Vitiok to retain the benefit without
9 payment of value for the same.

10 129. Counterdefendants Botnari and Vitiok's retention of the benefit is to the derogation of
11 SHEIKHAI's rights in equity.

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

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

17 SEVENTH CAUSE OF ACTION

18 (Abuse of Process)

19 132. SHEIKHAI repeats and realleges the allegations in Paragraphs 1 through 131, inclusive, as
20 if fully set forth at this point and incorporates them herein by reference.

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

24 134. On November 22, 2019, Counterdefendant Vitiok filed a complaint for damages against
25 SHEIKHAI personally, among other individuals and entities affiliated with SHEIKHAI, in case
26 number A-19-805955-C.

27 135. Also, on November 22, 2019, Counterdefendant Botnari filed a complaint for damages
28

1 against SHEIKHAI personally, among other individuals and entities affiliated with SHEIKHAI, in
2 case number A-19-801513-P.

3 136. Both of the aforementioned cases filed on November 22, 2019, attempt to litigate the same
4 issues, parties, and entities already in controversy in the family court case number D-18-575686-L,
5 which had been in litigation for a year and a half prior to filing of the aforementioned complaints.

6 137. The aforementioned complaints not only lacked legal merit, but were already the subject of
7 litigation between the parties.

8 138. Counterdefendants' Botnari and Vitiok's purpose in filing the aforementioned complaints
9 was to harass SHEIKHAI and deplete his funds so that he could not afford to defend the family law
10 case and in an effort to have SHEIKHAI default on the promissory note between SHEIKHAI and
11 Mr. Botnari.

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

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

17 **EIGHTH CAUSE OF ACTION**

18 (Breach of the Implied Covenant of Good Faith and Fair Dealing – Promissory Note)

19 141. SHEIKHAI repeats and realleges the allegations in Paragraphs 1 through 140, inclusive, as
20 if fully set forth at this point and incorporates them herein by reference.

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

24 143. SHEIKHAI and Mr. Botnari were parties to a contract, i.e. the Promissory Note.

25 144. Under the Promissory Note, Mr. Botnari owed a duty of good faith and fair dealing to
26 SHEIKHAI.

27 145. Mr. Botnari breached that duty by filing cases A-19-805955-C and A-19-801513-P against
28

1 SHEIKHAI, not for any legitimate purpose, but to drain SHEIKHAI's funds in an attempt to force
2 SHEIKHAI to default on his payments to Mr. Botnari under the Promissory Note.

3 146. Both of the aforementioned cases filed on November 22, 2019, attempt to litigate the same
4 issues, parties, and entities already in controversy in the family court case number D-18-575686-L,
5 which had been in litigation for a year and a half prior to filing of the aforementioned complaints.

6 147. The aforementioned complaints not only lacked legal merit, but were already the subject of
7 litigation between the parties.

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

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

12 13 **NINTH CAUSE OF ACTION**

14 (Attorneys' Fees and Costs)

15 150. SHEIKHAI repeats and realleges the allegations in Paragraphs 1 through 149, inclusive, as
16 if fully set forth at this point and incorporates them herein by reference.

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

19 152. SHEIKHAI is entitled to collect attorney fees as special damages in the complaint pursuant
20 to Nevada Rule of Civil Procedure 9(g).

21 153. Attorneys' fees and costs are a "natural and proximate consequence of the injurious conduct"
22 by Counterdefendants, and each of them.

23 154. SHEIKHAI pleads attorneys' fees and costs as a special cause of action to preserve the
24 remedy to attorneys' fees and costs as required by Liu v. Christopher Homes, LLC, 321 P.3d 875
25 (2014); Sandy Valley Assoc. v. Sky Ranch Estates Owners Ass'n, 117 Nev. 948, 956, 35 P.3d 964,
26 969 (2001).

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PRAYERS FOR RELIEF

WHEREFORE, SHEIKHAI prays for judgment against Counterdefendants, jointly and severally, as follows:

- 155. For damages related to Violation of Uniform Trade Secret Act (NRS 600A) as stated above;
- 156. For damages related to False Light, Disparagement, Defamation, and Defamation Per Se as requested above;
- 157. For damages related to Intentional Interference with Prospective Economic Advantage as stated above;
- 158. For damages related to Civil Conspiracy as stated above;
- 159. For damages related to Conversion/Trespass to Chattel as stated above;
- 160. For Restitution of Tax Liens as stated above;
- 161. For damages related to Abuse of Process as stated above;
- 162. For damages related to Brach of the Implied Covenant of Good Faith and Fair Dealing as stated above;
- 163. For a finding that Counterdefendants Botnari, Mereora, Mulkins, Gozrav, Neagu, Vitiok, and Universal Motorcars are all alter egos of one another and engaged in civil conspiracy;
- 164. For attorneys' fees and costs incurred herein;
- 165. For exemplary damages;
- 166. For such other and further relief as the Court may deem just and proper.

1 CONCLUSION

2 WHEREFORE, these answering Defendants demand judgment that Plaintiff
3 /Counterdefendant takes nothing by way of the Complaint on file herein, for all relief requested in
4 SHEIKHAI's Counterclaim and Cross-claims, and that these answering Defendants be awarded
5 reasonable attorney's fees.

6 **DATED** this 22nd day of October, 2020

7 WILICK LAW GROUP

8
9 */s/ Marshal S. Willick*

10 MARSHAL S. WILICK, ESQ.
11 Nevada Bar No. 2515
12 3591 E. Bonanza Road, Suite 200
13 Las Vegas, Nevada 89110-2101
14 (702)438-4100; Fax (702)438-5311
15 Attorneys for SHEIKHAI

16
17 MICHAEL B. LEE, P.C.

18 */s/ Michael B. Lee¹*

19 MICHAEL B. LEE, ESQ.
20 Nevada Bar No. 10122
21 MICHAEL MATTHIS, ESQ.
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23 1820 E. Sahara Avenue, Suite 110
24 Las Vegas, Nevada 89104
25 Telephone: (702) 477.7030
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27 mike@mblnv.com
28 Attorneys for Defendant ZOHREH AMIRYAVARI

¹ Michael Lee has granted us permission in writing to e-sign the document on his behalf.

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of the WILICK LAW GROUP and that on this 22nd day of October, 2020, I caused the foregoing document to be served as follows:

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

To the address, email address, and/or facsimile number indicated below:

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

Employee of the WILICK LAW GROUP

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EXHIBIT “WW”

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT “XX”

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

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

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

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

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

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

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

10 Admit.

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

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

13 Auto.

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

15 Admit.

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

17 Admit that SLC is the alter ego of yourself.

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

19 Deny.

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

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

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

24 Deny.

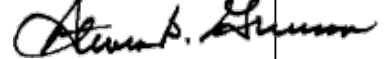
25 **REQUEST FOR ADMISSIONS NO. 6:**

26 Admit that you have no Economic Interest in Vitiok.

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**DISTRICT COURT
CLARK COUNTY, NEVADA**

Electronically Filed
3/15/2022 7:19 AM
Steven D. Grierson
CLERK OF THE COURT



SLC LLC, Plaintiff(s)

Case No.: A-21-835625-C

vs.

Larisa Mereora, Defendant(s)

Department 4

NOTICE OF HEARING

Please be advised that the Defendant's Motion for Summary Judgment in the above-entitled matter is set for hearing as follows:

Date: April 28, 2022

Time: 9:00 AM

Location: RJC Courtroom 03C
Regional Justice Center
200 Lewis Ave.
Las Vegas, NV 89101

NOTE: Under NEFCR 9(d), if a party is not receiving electronic service through the Eighth Judicial District Court Electronic Filing System, the movant requesting a hearing must serve this notice on the party by traditional means.

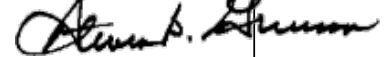
STEVEN D. GRIERSON, CEO/Clerk of the Court

By: /s/ Imelda Murrieta
Deputy Clerk of the Court

CERTIFICATE OF SERVICE

I hereby certify that pursuant to Rule 9(b) of the Nevada Electronic Filing and Conversion Rules a copy of this Notice of Hearing was electronically served to all registered users on this case in the Eighth Judicial District Court Electronic Filing System.

By: /s/ Imelda Murrieta
Deputy Clerk of the Court



1 **OMSJ**

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3 Nevada Bar No. 12633
4 ENENSTEIN PHAM & GLASS
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6 Las Vegas, Nevada 89141
7 Telephone: (702) 468-0808
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10 *Attorneys for Plaintiff/Counter-Defendant*
11 *SLC LLC*

12
13 **EIGHTH JUDICIAL DISTRICT COURT**
14 **CLARK COUNTY, NEVADA**

15 SLC LLC, a Nevada limited liability) Case No. A-21-835625-C
16 company,) Dept. No. 4

17 Plaintiff,)
18 vs.) **PLAINTIFF/COUNTER-DEFENDANT**
19) **SLC LLC'S MEMORANDUM OF**
20) **POINTS AND AUTHORITIES IN**
21) **OPPOSITION TO DEFENDANTS /**
22) **COUNTER-CLAIMANTS MOTION**
23) **FOR SUMMARY JUDGMENT; AND**
24) **REQUEST FOR ATTORNEYS' FEES**
25) **FOR DEFENDING IMPROPER RULE**
26) **11 REQUEST FOR SANCTIONS**

27 LARISA MEREORA, and individual, et) *[Concurrently filed with Request for Judicial*
28 al.,) *Notice; Declaration of Robert A. Rabbat;*
Counterclaimants,) *Declaration of Hamid Sheikhai; Evidentiary*
) *Objections to Declaration of Bradley*
) *Hofland]*

vs.)
Date: April 28, 2022
Time: 9:00 AM
Location: RJC Courtroom 03C
Regional Justice Center
200 Lewis Ave.
Las Vegas, NV 89101

SLC LLC, a Nevada limited liability)
company,)
Counterdefendant.)

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Defendants/counter-claimants' ("Defendants") Motion for Summary Judgment
4 ("MSJ") is premised on purportedly undisputed facts that Defendants were parties to a
5 prior case in which all claims were dismissed pursuant to a stipulated settlement. But these
6 "facts" are provably wrong: Public records show that Defendants were never named
7 parties to that prior case, the evidence shows that Defendants were not parties to the
8 referenced stipulated settlement. Regardless, for the purpose of the MSJ, it suffices to say
9 that there is a dispute as to the material facts and the MSJ thus fails as a matter of law.

10 In addition, a Rule 56 must be supported by admissible evidence, but the MSJ is
11 not supported by *any* admissible evidence. Instead, it is accompanied by a "declaration"
12 from Defendants' counsel that does not even attempt to establish personal knowledge,
13 foundation for any of the documents, or authenticity of any of the documents.

14 Further, even accepting as true Defendants' unsupported proclamation that plaintiff
15 SLC LLC ("SLC") is not the proper plaintiff, the Court may not dismiss the Complaint for
16 failure to prosecute in the name of the real party in interest at this stage of litigation.¹

17 Finally, as foretold by SLC in response to Defendants' prior improper request for
18 Rule 11 sanctions, Defendants once again improperly request sanctions under Rule 11
19 without following any of the procedural requirements of Rule 11. If Defendants suffer no
20 repercussions for this repeated violation of Rule 11, it will only continue. As such, the
21 MSJ should be dismissed and Defendants should be ordered to pay SLC's attorneys' fees
22 defending against the MSJ and its patently defective request for Rule 11 sanctions.

23 **II. THE STANDARD FOR SUMMARY JUDGMENT**

24 In order to succeed on a motion for summary judgment, there must be "no
25 genuine issues as to any material fact" and the moving party must show that it "is
26 entitled to judgment as a matter of law."² A "genuine issue of material fact is one where
27

28 ¹ See Nev. R. Civ. P. 17(a)(3).

² NRCP 56(a); *Posadas v. City of Reno*, 109 Nev. 448, 452, 851 P.2d 438, 441-42 (1993).

1 the evidence is such that a reasonable jury could return a verdict for the non-moving
2 party. [Citation.] The pleadings and proof offered at the district court are construed in
3 the light most favorable to the non-moving party.”³

4 “The party moving for summary judgment bears the initial burden of production
5 to show the absence of a genuine issue of material fact.”⁴ The evidence provided in
6 support of a motion for summary judgment must be admissible.⁵ Admissibility requires
7 “authentication or identification” and personal knowledge.⁶

8 **III. DEFENDANTS’ MSJ FAILS TO SATISFY THE STANDARDS FOR**
9 **SUMMARY JUDGMENT UNDER RULE 56 BECAUSE THERE ARE**
10 **FACTUAL DISPUTES AS TO ALL OF THE CLAIMS ASSERTED IN THE**
11 **COMPLAINT**

12 The MSJ has two legs, neither of which provides any support for the MSJ. The
13 first leg is the argument that SLC lacks standing.⁷ The second leg is the argument that
14 claims against Defendants were dismissed pursuant to a settlement that resolved three
15 cases, Case Nos. A-19-0805955-C (“Vitiok Case”), D-18-575686-L, and A-19-801513-
16 P (collectively, “Sheikhai Cases”).⁸

17 **A. SLC Has Standing To Bring The Complaint; The Complaint Cannot Be**
18 **Dismissed Based On The Allegation That SLC Is Not The Proper**
19 **Plaintiff**

20 “The question of standing concerns whether the party seeking relief has a
21 sufficient interest in the litigation. [Citations.] ... The primary purpose of this standing
22 inquiry is to ensure the litigant will vigorously and effectively present his or her case
23

24 ³ *Riley v. OPP IX, L.P.*, 112 Nev. 826, 830, 919 P.2d 1071, 1074 (1996).

25 ⁴ *Cuzze v. Univ. & Cmty. Coll. Sys. of Nev.*, 123 Nev. 598, 602, 172 P.3d 131, 134 (2007).

26 ⁵ Nev. R. Civ. P. 56(c)(2).

27 ⁶ NRS 52.015; NRS 52.025.

28 ⁷ MSJ, pp. 3, 18-22.

⁸ MSJ, pp. 3, 18-22.

1 against an adverse party. [Citation.]”⁹

2 “A ‘real party in interest’ under NRCP 17(a) is one who possesses the right to
3 enforce the claim and has a significant interest in the litigation. [Citation.] The question
4 of standing is similar; it also focuses on the party seeking adjudication rather than on the
5 issues sought to be adjudicated.”¹⁰ “A party enjoys standing to bring his complaint into
6 court if his stake in the resolution of that complaint assumes the proportions necessary to
7 ensure that he will vigorously present his case. [Citation.] ... [W]e must determine
8 standing by a measure of the ‘intensity of the plaintiff’s claim to justice.’ [Citation.]”¹¹

9 Here, SLC enjoys standing because it has a significant stake in the resolution of
10 this case. A brief factual history illustrates this: Sheikhai established the “Zip Zap Auto”
11 name in 1999 in California.¹² In 2011, Sheikhai started another Zip Zap Auto location,
12 this one in Las Vegas, Nevada. *Id.* The Las Vegas location was operated through the
13 entity Samir, LLC for which he registered the Fictitious Firm Name “Zip Zap Auto”
14 with the Clark County Clerk. *Id.* In mid-2016, Sheikhai changed the entity that owned
15 Zip Zap Auto from Samir, LLC, to SLC LLC.¹³ Sheikhai was the sole owner of SLC
16 when he created the entity in 2016, and has at all times since then been the sole owner of
17 SLC.¹⁴ As such, SLC has “sufficient interest in the litigation” because it is the entity
18 operating as Zip Zap Auto, and “will vigorously and effectively present” the case
19 because the Complaint concerns damage to SLC d/b/a Zip Zap Auto.¹⁵

20 Even accepting as true Defendants’ arguments that SLC is not a party in interest,
21 the “court may not dismiss an action for failure to prosecute in the name of the real party
22 in interest until, after an objection, a reasonable time has been allowed for the real party in

23 ⁹ *Schwartz v. Lopez*, 132 Nev. 732, 743, 382 P.3d 886, 894 (2016).

24 ¹⁰ *Szilagyi v. Testa*, 99 Nev. 834, 838, 673 P.2d 495, 498 (1983), citing *Harman v. City &*
25 *Cty. of San Francisco*, 7 Cal. 3d 150, 159, 496 P.2d 1248, 1254 (1972).

26 ¹¹ *Harman*, 7 Cal. 3d at 159.

27 ¹² Sheikhai Decl., ¶2.

28 ¹³ Sheikhai Decl., ¶6.

¹⁴ Sheikhai Decl., ¶7.

¹⁵ *Schwartz*, 132 Nev. at 743; see Complaint, ¶¶23-34, 43-104.

1 interest to ratify, join, or be substituted into the action. After ratification, joinder, or
2 substitution, the action proceeds as if it had been originally commenced by the real party
3 in interest.” Nev. R. Civ. P. 17(a)(3). According to the Court’s February 17, 2022
4 Scheduling Order and Order Setting Civil Jury Trial and Calendar Call (“Scheduling
5 Order”), the parties have until October 18, 2022—nearly seven more months—to file
6 motions to add parties. Regardless, SLC will move to add Sheikhai as a party long before
7 that deadline, if the Court deems it necessary that Sheikhai be a party.

8 **B. Defendants Were Not Parties To The Sheikhai Cases, Nor Were They**
9 **Parties To, Or Third-Party Beneficiaries Of, The Stipulated Settlement**
10 **That Resolved The Sheikhai Cases**

11 Defendants repeat the same (previously rejected) tropes about claims against
12 them being dismissed or barred.¹⁶ Defendants claim that they were parties to the
13 Sheikhai Cases and parties to the Stipulated Settlement that resolved the Sheikhai Cases,
14 but both of those claims are false. A brief background on the Sheikhai Cases illustrates
15 just how false and misleading those claims are:

16 In April 2014, Sheikhai appointed Victor Botnari (“Botnari”) as the manager of
17 the auto shop operating as Zip Zap Auto and entered into a management agreement with
18 Botnari by which Botnari leased the commercial building housing Zip Zap Auto from
19 Sheikhai and his entities.¹⁷ On May 4, 2014, Sheikhai and Botnari were married.¹⁸

20 In or around May 2014, Botnari created an entity called Vitiok LLC, and in June
21 2014 Vitiok LLC registered the name Zip Zap Auto as Fictitious Firm Name with the
22 Clark County Clerk’s Office.¹⁹

23 From March 2018 through September 2019, Sheikhai and Botnari filed several
24 lawsuits against each other—*i.e.*, the Sheikhai Cases.²⁰ In May 2018, Botnari agreed to

25 ¹⁶ MSJ, pp. 1-6, 13-14.

26 ¹⁷ Sheikhai Decl., ¶3.

27 ¹⁸ Sheikhai Decl., ¶4.

28 ¹⁹ Sheikhai Decl., ¶5.

²⁰ Sheikhai Decl., ¶¶ 8, 10-11.

1 remit management of Zip Zap Auto to SLC and Sheikhai.²¹

2 On July 24, 2020, Sheikhai filed a motion in the Vitiok Case requesting, among
3 other relief, for leave to file a counterclaim (“Motion to Assert Counterclaim”) against
4 Botnari, Larisa Mereora (“Mereora”), Thomas Mulkins (“Mulkins”), Nina Grozav
5 (“Grozav”), Ion Neagu (“Ion”), Alisa Neagu (“Alisa”), or NNG, LLC d/b/a Universal
6 Motorcars (“NNG”).²² A few months later, on October 10, 2020, the Court entered an
7 Order granting Sheikhai’s Motion to Assert Counterclaim, but did not grant the motion
8 in its entirety. Instead, the Court “modified” the Order and found that Sheikhai ***could not***
9 assert claims against non-parties Botnari, Mereora, Mulkins, Grozav, Ion, Alisa, or NNG
10 ***unless*** Sheikhai initiated “third-party action(s)” against them because they had not been
11 named as parties to the Vitiok Case.²³ Sheikhai never initiated third-party actions in the
12 Vitiok Case against any of them.²⁴ In other words, Defendants were never parties to the
13 Vitiok Case or to any of the Sheikhai Cases.

14 Although Defendants repeatedly point to the caption in the Vitiok Case for their
15 claim that they were parties to that case, they omit that Judge Johnson rejected the use of
16 that caption. In fact, at a January 7, 2021 hearing Judge Johnson instructed, “***the***
17 ***following Cross Defendants needed to be removed from the case: Larisa Mereora,***
18 ***Thomas Mulkins, Nina Grozav, Ion Neagu, Alisa Neagu, and NNG, LLC.*”²⁵** The fact
19 that Defendants represent to this Court that they were parties to the Vitiok Case is
20 especially egregious because their attorney (Mr. Hofland) appeared as attorney for
21 Vitiok LLC at that January 7, 2021 hearing in the Vitiok Case and thus has first-hand
22 knowledge that Defendants ***were not*** parties to the Vitiok Case.²⁶

23 _____
24 ²¹ Sheikhai Decl., ¶9.

25 ²² Sheikhai Decl., ¶12; Request for Judicial Notice (“RJN”), ¶1, Exhibit 1, pp. 5-7, 10-11,
26 15 (page numbers for RJN exhibits refer to the consecutive “bates” numbering inserted at
27 the bottom right corner of the exhibits).

28 ²³ RJN, ¶2, Exh. 2, p. 40.

²⁴ Sheikhai Decl., ¶13; *see* RJN, ¶¶3-5, Exhs. 3-5, pp. 46, 51, 53, 57-58, 60-61.

²⁵ RJN, ¶5, Ex. 5 at pp. 60-61 (emphasis added).

²⁶ *Id.*

1 On April 26, 2021, the parties to the Sheikhai Cases—*i.e.*, SLC, Stone & Stone,
2 LLC, Zohreh Amiryavari, Vitiok, Botnari, and Sheikhai—executed a confidential
3 Stipulation for Settlement resolving the Sheikhai Cases.²⁷ None of the Defendants are
4 listed as parties to the Stipulation for Settlement, nor did any of the Defendants execute
5 the Stipulation for Settlement, nor does the Stipulation for Settlement purport to release
6 or dismiss any claims against any of the Defendants, nor does it name any of the
7 defendants as third-party beneficiaries.²⁸

8 **IV. DEFENDANTS IDENTIFY SOME OF THE ELEMENTS OF SLC’S**
9 **CLAIMS, BUT THEY FAIL TO PROVIDE EVIDENCE THAT THEY ARE**
10 **ENTITLED TO JUDGMENT AS A MATTER OF LAW**

11 For the first cause of action for violations of the trade secret act, Defendants
12 selectively cite current law, but the claim that the customer list does not belong to SLC
13 is, at the very least, disputed.²⁹ Zip Zap Auto is the fictitious firm name for SLC.³⁰ In
14 other words, Zip Zap Auto *is* SLC, and vice versa. Thus, Defendants’ claim that the
15 customer list does not belong to SLC is demonstrably wrong. Further, a claim for trade
16 secret misappropriation does not require an “interaction or relationship” between the
17 plaintiff and defendant.³¹ Indeed, NRS 600A.030 provides that misappropriation by
18 “improper means” includes theft. Here, SLC alleges that Defendants stole several pieces
19 of property from the Zip Zap Auto location, including computers and the confidential
20 customer list saved on those computers.³² Defendants failed to provide evidence that
21 they did not steal the computers or otherwise obtain the confidential customer list
22 through improper means.

23 _____
24 ²⁷ Sheikhai Decl., ¶14; *see* Defendants’ Appendix of Exhibits in Support of the MSJ
25 (“MSJ Appx.”), Exhibit A thereto.

26 ²⁸ *See* Sheikhai Decl., ¶14; MSJ Appx., Exh. A thereto.

27 ²⁹ MSJ, p. 22.

28 ³⁰ *See* Sheikhai Decl., ¶9; RJN, ¶6, Exh. 6, pp. 63-64.

³¹ MSJ, p. 22 (quoting *Frantz v. Johnson*, 116 Nev. 455, 466, 999 P.2d 351, 358 (2000) to
identify the elements of a misappropriation of trade secret claim).

³² Complaint, ¶¶24-26,

1 For the second claim for deceptive trade practices, Defendants give a laundry list
2 of disputed facts and the unsupported conclusion that SLC has not provided proof
3 “concerning an [unidentified] essential element.”³³ Defendants proclaim that SLC is not
4 the owner of Zip Zap Auto or any of its assets, and that SLC “does not have any
5 affiliation with Zip Zap Auto”—presumably meant to challenge standing.³⁴ But those
6 “facts” ignore that Zip Zap Auto is SLC’s registered fictitious firm name.³⁵ Further,
7 Defendants’ hodgepodge of conclusory allegations fail to establish that SLC lacks “a
8 sufficient interest in the litigation” or that SLC will not “vigorously and effectively”
9 present its case against Defendants.³⁶

10 For the third cause of action for defamation, Defendants simply regurgitate the
11 already disproven (or, at the very least, disputed) claims that SLC lacks standing and
12 does not have any affiliation with Zip Zap Auto.³⁷ Defendants also announce that “SLC
13 ‘does not do business,’”³⁸ despite that Zip Zap Auto is SLC’s fictitious firm name.³⁹

14 For the fourth, fifth, and sixth causes of action (intentional interference with
15 prospective economic advantage, civil conspiracy, and conversion/trespass to chattel,
16 respectively), Defendants re-enter the “lack of standing” echo chamber.⁴⁰ Defendants
17 also attempt to flip the summary judgment burden on its head. Defendants argue that
18 there is a “complete failure of proof” to support SLC’s causes of action.⁴¹ But as the
19 moving parties, *Defendants* bear “the initial burden of production to show the absence of
20 a genuine issue of material fact,”⁴² and must do so with admissible evidence.⁴³

21 ³³ MSJ, p. 23.

22 ³⁴ *Id.*

23 ³⁵ *See* Sheikhai Decl., ¶9; RJN, Exh. 6, pp. 63-64.

24 ³⁶ *Schwartz*, 132 Nev. at 743.

25 ³⁷ MSJ, pp. 23-24.

26 ³⁸ *Id.*

27 ³⁹ Sheikhai Decl., ¶9; RJN, Exh. 6, pp. 63-64.

28 ⁴⁰ MSJ, pp. 24, 25, 26.

⁴¹ *Id.*

⁴² *Cuzze*, 123 Nev. at 602.

1 Defendants offer no such evidence and fail to carry their initial burden. Moreover,
2 Defendants' claim that "SLC isn't a business" or "does not have a business" is irrelevant
3 to all of these claims because there is no requirement that a plaintiff be or have "a
4 business" to succeed on any of these claims. Regardless, the evidence establishes that at
5 all relevant times SLC was an entity doing business as Zip Zap Auto.⁴⁴

6 For the seventh cause of action for unjust enrichment, Defendants (again) assert
7 the defective lack of standing argument⁴⁵ and (again) falsely claim that SLC does not
8 have a business.⁴⁶ Defendants—without any authority—also argue that SLC must have
9 had some "dealings" with Defendants to recover unjust enrichment.⁴⁷ But Nevada law
10 (including the case Defendants cite) does not require "dealings" between the parties;
11 rather, the defendant must "benefit" from "any form of advantage."⁴⁸ Here, the
12 advantage enjoyed by Defendants was the additional profits earned "as a result of the[]
13 misrepresentations and misappropriations," including business diverted from Zip Zap
14 Auto to Defendants by use of the confidential customer list and the false statements
15 about SLC d/b/a Zip Zap Auto.⁴⁹ Defendants do not provide any evidence clearing them
16 of the allegations that they took or used the confidential customer list, or made false
17 statements about SLC d/b/a Zip Zap Auto, or benefited from any wrongdoing.

18 **V. DEFENDANTS' ABUSE OF PROCESS COUNTERCLAIM IS BASED ON**
19 **DISPUTED FACTS**

20 To the extent Defendants seek summary judgment of the Counterclaim, they fail.
21 First and foremost, Defendants failed to provide *any* admissible evidence in support of the
22

23 ⁴³ Nev. R. Civ. P. 56(c)(2).

24 ⁴⁴ Sheikhai Decl., ¶9; RJN, Exh. 6, pp. 63-64.

25 ⁴⁵ MSJ, p. 27.

26 ⁴⁶ *Id.*

27 ⁴⁷ MSJ, p. 27.

28 ⁴⁸ *Certified Fire Prot. Inc. v. Precision Constr.*, 128 Nev. 371, 382, 283 P.3d 250, 257 (2012); *see* MSJ, p. 27.

⁴⁹ Complaint, ¶¶34, 102.

1 MSJ.⁵⁰ As such, the MSJ must fail. Second, Defendants’ only basis for their abuse of
2 process counterclaim is the claim that the Stipulated Settlement “precludes this litigation”
3 and thus this case is “frivolous.”⁵¹ This argument has been addressed multiple times,
4 including in this opposition and in prior motions and oppositions. Put simply, none of the
5 Defendants were a party to any of the Sheikhai cases, and none of the Defendants were a
6 party to the stipulated settlement that resolved the Sheikhai Cases. In other words, there is,
7 at the very least, a dispute as to whether Defendants were parties to the Sheikhai Cases
8 and whether the Stipulated Settlement dismissed any claims against Defendants. Thus,
9 Defendants are not entitled to summary judgment of the Counterclaim.

10 **VI. SLC IS ENTITLED UNDER RULE 11 TO RECOVER ITS ATTORNEYS’**
11 **FEES INCURRED**

12 This Court “may award to the prevailing party the reasonable expenses, including
13 attorney fees, incurred for presenting *or opposing* the [Rule 11] motion” for sanctions.⁵²
14 Here, Defendants seek sanctions under Rule 11, but have failed to follow any of the
15 procedural requirements for such sanctions. “A motion for sanctions must be made
16 separately from any other motion,” but Defendants bury the request at the end of the
17 MSJ.⁵³ “The motion must be served ... but it must not be filed or be presented to the
18 court” until the movant provides a “21 days” safe harbor period to withdraw or correct the
19 purportedly offending pleading, but Defendants simultaneously filed and served the MSJ
20 and did not provide any safe harbor period.⁵⁴

21 Rule 11 sanctions have become “an additional tactic of intimidation and harassment
22 ... [and] part of the so-called ‘hardball’ litigation techniques espoused by some firms and
23 their clients. Those practitioners are cautioned that they invite retribution from courts
24

25 ⁵⁰ See Nev. R. Civ. P. 56(c)(2).

26 ⁵¹ MSJ, pp. 6, 14.

27 ⁵² Nev. R. Civ. P., Rule 11(c)(2) (emphasis added).

28 ⁵³ Nev. R. Civ. P., Rule 11(c)(2); MSJ, pp. 29-30.

⁵⁴ Nev. R. Civ. P., Rule 11(c)(2); see Rabbat Decl., ¶2; MSJ, pp. 1, 42.

1 which are far from enchanted with such abusive conduct.⁵⁵ In ruling on a Rule 11 motion,
2 courts consider several factors to determine whether the challenged paper was improper,
3 including the filer's degree of experience. "Given the claimed expertise and experience of
4 the[] attorneys, a strong inference arises that their bringing of an action [grounded on
5 nothing but tactical or strategic expediency] was for an improper purpose."⁵⁶ Here,
6 Defendants' counsel Bradley Hofland proclaims to be "qualified and ha[ve] considerable
7 experience, ability and training in the field of family and civil litigation."⁵⁷ As such, he
8 should be familiar with the requirements of Rule 11. Regardless, Mr. Hofland and
9 Defendants violated every procedural requirement under Rule 11. Further, with his
10 proclaimed experience, Mr. Hofland should have the skills to adequately analyze the
11 Complaint and the requirements for the MSJ under Rule 56 to determine whether it is
12 objectively reasonable. Nonetheless, he, on behalf of Defendants, filed a Rule 11 request
13 for sanctions regarding a valid Complaint and a patently defective MSJ. Fortunately, Rule
14 11 has a built-in device to curb such abuse: the Court "may award to the prevailing party
15 the reasonable expenses, including attorney fees, incurred for ... opposing the motion"
16 seeking Rule 11 sanctions.⁵⁸

17 Moreover, here, as SLC foretold in opposition to Defendants' meritless January 21,
18 2022 Countermotion for Fees, Defendants once again seek Rule 11 sanctions through a
19 defective request. As evidenced in SLC's February 4, 2022 Request for Judicial Notice in
20 Support of Opposition to Countermotion for Fees, Defendants' counsel Mr. Hofland has a
21 habit of filing such defective requests for sanctions. Indeed, in the Sheikhai Cases, Mr.
22 Hofland represented Sheikhai's adversaries and signed two "countermotions" for Rule 11
23
24

25 ⁵⁵ *Gaiardo v. Ethyl Corp.*, 835 F.2d 479, 485 (3d Cir. 1987).

26 ⁵⁶ *Huettig & Schromm, Inc. v. Landscape Contractors Council of N. California*, 790 F.2d
27 1421, 1426–27 (9th Cir. 1986) ("Attorneys do not serve the interests of their clients, of the
profession, or of society when they assert claims or defenses grounded on nothing but
tactical or strategic expediency.").

28 ⁵⁷ MSJ, p. 30.

⁵⁸ Nev. R. Civ. P., Rule 11(c)(2).

1 sanctions that include language nearly identical to the language in the instant MSJ.⁵⁹ Mr.
2 Hofland was co-counsel on *another seven* such “countermotions” for Rule 11 sanctions.⁶⁰

3 In other words, Mr. Hofland has signed or been co-counsel on ten nearly identical
4 requests for Rule 11 sanctions between the instant case and the Sheikhai cases. Defendants
5 and Mr. Hofland should, at the very least, be ordered to pay the attorneys’ fees and costs
6 incurred by SLC for opposing the MSJ lest Defendants and Mr. Hofland will “espouse[]”
7 these “‘hardball’ litigation techniques” as part of every paper Defendants file in this case.

8 To date, SLC has incurred \$5,925 opposing the MSJ and the Rule 11 request for
9 sanctions therein, and expects to incur another \$990 for reviewing Defendants’ reply in
10 support of the MSJ and preparing for and attending the hearing on the MSJ, for a total of
11 \$6,915.⁶¹

12 Dated: March 28, 2022

ENENSTEIN PHAM & GLASS

13
14 By: 

Robert A. Rabbat
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11920 Southern Highlands Pkwy., Suite 103
Las Vegas, Nevada 89141
Telephone: (702) 468-0808
Facsimile: (702) 920-8228
Attorneys for Plaintiff/Counter-Defendant
SLC LLC

25
26 ⁵⁹ See SLC’s February 4, 2022 Request for Judicial Notice in Opposition to
27 Countermotion (“Opp. RJN”), Exh. 5, pp. 21-22; Exh. 6, pp. 45-46.

28 ⁶⁰ See *id.*, Exh. 7, pp. 68-69; Exh. 8, p. 107; Exh. 9, pp. 141-42; Exh. 10, p. 158; Exh. 11,
p. 178; Exh. 12, p. 212; Exh. 13, pp. 251-52.

⁶¹ Rabbat Decl., ¶¶2, 7.

1 **CERTIFICATE OF SERVICE**

2 Pursuant to Nev.R.Civ.P. 5(b), I hereby certify that on March 28, 2022, I served a
3 true and correct copy of the foregoing **PLAINTIFF/COUNTER-DEFENDANT SLC**
4 **LLC'S MEMORANDUM OF POINTS AND AUTHORITIES IN OPPOSITION TO**
5 **DEFENDANTS/COUNTER-CLAIMANTS MOTION FOR SUMMARY**
6 **JUDGMENT; AND REQUEST FOR ATTORNEYS' FEES FOR DEFENDING**
7 **IMPROPER RULE 11 REQUEST FOR SANCTIONS**, served electronically via the
8 court's e-filing system Odyssey eFileNV, including the following interested parties
9 named below:

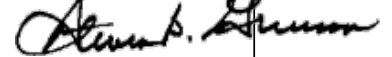
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11 Bradley J. Hofland, Esq.
12 HOFLAND & TOMSHECK
13 228 S. 4th St., 1st Floor
14 Las Vegas, NV 89101
15 Telephone: (702) 895-6760
16 Email: bradh@hoflandlaw.com
17 *Attorneys for Defendants*

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

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CERTIFICATE OF SERVICE

ROA001053



DECL
ROBERT A. RABBAT
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11920 Southern Highlands Parkway
Suite 103
Las Vegas, Nevada 89141
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rrabbat@enensteinlaw.com
Attorneys for Plaintiff SLC LLC

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

SLC LLC, a Nevada limited liability company,	)	Case No. A-21-835625-C
	)	Dept. No. 4
)	
Plaintiff,	)	DECLARATION OF HAMID
vs.	)	SHEIKHAI IN SUPPORT OF
	)	PLAINTIFF/COUNTER-DEFENDANT
LARISA MEREORA, an individual, et al.,	)	SLC LLC'S OPPOSITION TO
	)	DEFENDANTS/COUNTER-
	)	CLAIMANTS' MOTION FOR
Defendants.	)	SUMMARY JUDGMENT; AND
	)	REQUEST FOR AWARD OF
	)	REASONABLE EXPENSES,
	)	INCLUDING ATTORNEYS' FEES
)	
LARISA MEREORA, an individual, et al.,	)	<i>[Filed concurrently with Memorandum in</i>
	)	<i>Opposition to Motion for Summary</i>
	)	<i>Judgment; Request for Judicial Notice;</i>
Counterclaimants,	)	<i>Declaration of Robert A. Rabbat;</i>
	)	<i>Evidentiary Objections]</i>
vs.)	
	)	Date: April 28, 2022
	)	Time: 9:00 AM
SLC LLC, a Nevada limited liability company,	)	Location: RJC Courtroom 03C
	)	Regional Justice Center
	)	200 Lewis Ave.
Counterdefendants.	)	Las Vegas, NV 89101
)	

**DECLARATION OF H. SHEIKHAI IN SUPPORT OF OPPOSITION TO
MOTION FOR SUMMARY JUDGMENT**

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1 County, and the case was transferred to Clark County before Judge Bill Henderson. None
2 of the Defendants ever became a party to this Annulment Case.

3 9. In May 2018, Botnari agreed to remit management of Zip Zap Auto to SLC
4 and me. On June 4, 2018, I registered Zip Zap Auto as the fictitious firm name for SLC
5 with the Clark County clerk.

6 10. On September 6, 2019, Botnari filed a complaint in the District Court in
7 Clark County, Eighth Judicial District that commenced the matter *In the Matter of the*
8 *Petition of Victor Botnari*, Case No. A-19-801513-P (“Botnari Case”).

9 11. On November 22, 2019, Botnari filed another complaint in the District Court
10 in Clark County, Eighth Judicial District, this time commencing the matter *Vitiok, LLC v.*
11 *SLC, LLC et al.*, Case No. A-19-805955-C (“Vitiok Case”), in which I was named as a
12 defendant, along with Zohreh Amiryavari and SLC.

13 12. On July 24, 2020, I filed a motion in the Vitiok Case asking for leave to
14 amend my Answer to the Complaint and to file a counterclaim (“Motion to Assert
15 Counterclaim”). Through the Motion to Assert Counterclaim, I sought to assert claims
16 against Botnari, Larisa Mereora (“Mereora”), Thomas Mulkins (“Mulkins”), Nina Grozav
17 (“Grozav”), Ion Neagu (“Ion”), Alisa Neagu (“Alisa”), or NNG, LLC d/b/a Universal
18 Motorcars (“NNG”).

19 13. On October 10, 2020, the Court entered an Order granting my Motion to
20 Assert Counterclaim “as modified.” The modification that the Court outlined included that
21 I could not assert a separate cause of action for attorneys’ fees, nor could I assert claims
22 against Botnari, Mereora, Mulkins, Grozav, Ion, Alisa, or NNG unless I initiated “third-
23 party action(s)” against them because they had not been named as parties to the Vitiok
24 Case. I never initiated third-party actions against any of them.

25 14. On April 26, 2021, the parties to the Vitiok Case, Botnari Case, and
26 Annulment Case—*i.e.*, SLC, Stone & Stone, LLC, Zohreh Amiryavari, Vitiok, Botnari,
27 and me—executed a Stipulation for Settlement of all three cases. There were no other
28

1 parties to the Settlement Stipulation, nor were there any third-party beneficiaries of the
2 Settlement Stipulation.

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

5 Executed this 24th day of March 2022, at Las Vegas, Nevada.

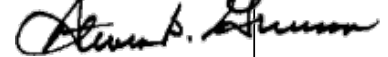
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8 HAMID SHEIKHAI

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DECL
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rrabbat@enensteinlaw.com
Attorneys for Plaintiff SLC LLC

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

SLC LLC, a Nevada limited liability company,	)	Case No. A-21-835625-C
	)	Dept. No. 4
)	
Plaintiff,	)	DECLARATION OF ROBERT A.
vs.	)	RABBAT IN SUPPORT OF
	)	PLAINTIFF/COUNTER-DEFENDANT
LARISA MEREORA, an individual, et al.,	)	SLC LLC'S OPPOSITION TO
	)	MOTION FOR SUMMARY
	)	JUDGMENT; AND REQUEST FOR
Defendants.	)	ATTORNEYS' FEES FOR
	)	DEFENDING IMPROPER RULE 11
	)	REQUEST FOR SANCTIONS
)	
)	
LARISA MEREORA, an individual, et al.,	)	<i>[Filed concurrently with Memorandum in</i>
	)	<i>Opposition to Motion for Summary</i>
	)	<i>Judgment; Request for Judicial Notice;</i>
Counterclaimants,	)	<i>Declaration of Hamid Sheikhai; Evidentiary</i>
	)	<i>Objections to Declaration of Bradley</i>
vs.	)	<i>Hofland]</i>
)	
)	
SLC LLC, a Nevada limited liability company,	)	Date: April 28, 2022
	)	Time: 9:00 AM
	)	Location: RJC Courtroom 03C
Counterdefendants.	)	Regional Justice Center
	)	200 Lewis Ave.
	)	Las Vegas, NV 89101

**DECLARATION OF R. RABBAT IN SUPPORT OF OPPOSITION TO
MOTION FOR SUMMARY JUDGMENT**

1 **DECLARATION OF ROBERT A. RABBAT, ESQ.**

2 I, Robert A. Rabbat, declare as follows:

3 1. I am an attorney licensed to practice in the State of Nevada, and a Partner
4 with Enenstein Pham & Glass, counsel for plaintiff/counter-defendant SLC LLC (“SLC”)
5 in the above-captioned action. I make this declaration based upon my own personal
6 knowledge (except where specified), and, if called into court as a witness, I could and
7 would testify competently thereto.

8 2. Neither my office nor I received any notice of defendants/counter-claimants
9 Larisa Mereora, Nina Grozav, Ion Neagu, Alisa Neagu, and NNG, LLC dba Universal
10 Motorcars’ (collectively, “Defendants”) intent to seek sanctions, or any other relief, under
11 NRCp Rule 11 at any point before I received service of the Motion for Summary
12 Judgment (“MSJ”) and the request for Rule 11 sanctions requested therein. SLC seeks to
13 recover its fees for defending against Defendants’ Rule 11 request for sanctions as
14 allowed under Rule 11.

15 3. Starting in or around March 2021, I was retained as counsel for SLC LLC
16 and Hamid Sheikhai in the matters *Vitiok, LLC v. SLC, LLC et al.*, Case No. A-19-
17 805955-C, *Sheikhai v. Botnari*, Case No. D-18-575686-L, and *Botnari v. Stone & Stone*,
18 Case No. A-19-801513-P (collectively, “Sheikhai Cases”).

19 4. In March and April 2020, I received service copies of five pleadings
20 identified as “Counter-motion” that sought, among other relief, sanctions under Rule 11.
21 On all five of those pleadings Bradley Hofland, Esq., counsel for Defendants in this
22 action, was identified as co-counsel for the parties filing those “Counter-motions.” I am
23 informed, based on the dockets and the files in the Sheikhai Cases, that Mr. Hofland was
24 identified as co-counsel on two other similar “Counter-motions” in the Sheikhai Cases, and
25 that Mr. Hofland signed another two such “Counter-motions.” Filed concurrently with my
26 declaration is a Request for Judicial Notice that includes all nine of these
27 “Counter-motions” from the Sheikhai Cases which Mr. Hofland either signed or was
28 identified as co-counsel for the filing parties.

1 5. On or around April 26, 2021, the parties to the Sheikhai Cases entered into a
2 Stipulation for Settlement (“Settlement Stipulation”) by which all claims then pending in
3 those cases were dismissed. None of the Defendants were parties to any of the Sheikhai
4 Cases at that time, nor did they participate in the settlement conference leading to the
5 Settlement Stipulation. Rather, I am informed and believe, based upon my review of the
6 Court orders and docket in the matter *Vitiok, LLC v. SLC, LLC et al.*, Case No. A-19-
7 805955-C, that Sheikhai attempted to add Defendants as parties to that case at some point
8 in 2020 (before I was retained by SLC or Sheikhai) and that the Court found that Sheikhai
9 had failed to properly add them as parties and ordered that Defendants be removed from
10 the caption in that case.

11 6. The Settlement Stipulation contains a confidentiality clause. Nonetheless, I
12 can confirm that none of the Defendants were parties to the Settlement Stipulation. I can
13 also confirm that the Settlement Stipulation does not contain any terms by which SLC
14 LLC released any of the Defendants.

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7. SLC's Opposition to the MSJ (including supporting documents) was researched and drafted by Matthew W. Rosene, Senior Counsel at Enenstein Pham & Glass, under my direction and supervision. Mr. Rosene has been a practicing attorney since 2013 and has significant experience in civil litigation. He has expended 15 hours reviewing the MSJ and the Rule 11 request for sanctions therein, the applicable law and the facts of this case, researching the law, and assisting with drafting the Opposition and supporting documents. Mr. Rosene is billed at \$395 per hour on this matter, well below his standard billing rate of \$675 per hour. The total for Mr. Rosene's time for opposing the MSJ and the request for Rule 11 sanctions therein is \$5,925. I expect to expend an additional 2 hours reviewing Defendants' reply in support of the MSJ and preparing for and attending the hearing on the MSJ. I am billed at \$495 per hour on this matter, well below my standard billing rate of \$705 per hour. I am a 2005 graduate of the UCLA School of Law and have over 15 years of civil litigation experience during which I have primarily focused on business litigation matters like the instant dispute. The total for my time opposing the MSJ is \$990. In total, with the fees already incurred and those expected to be incurred, SLC has or will incur \$6,915 opposing the MSJ and the improper Rule 11 request for sanctions therein.

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

Executed this 28th day of March 2022, at Las Vegas, Nevada.



 ROBERT A. RABBAT

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CERTIFICATE OF SERVICE

Pursuant to Nev.R.Civ.P. 5(b), I hereby certify that on March 28, 2022, I served a true and correct copy of the foregoing **DECLARATION OF ROBERT A. RABBAT IN SUPPORT OF PLAINTIFF/COUNTER-DEFENDANT SLC LLC’S OPPOSITION TO DEFENDANTS/COUNTER-CLAIMANTS’ MOTION FOR SUMMARY JUDGMENT; AND REQUEST FOR AWARD OF REASONABLE EXPENSES, INCLUDING ATTORNEYS’ FEES** 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/Counter-Claimants

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



1 **RFJN**

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11 *Attorneys for Plaintiff/Counter-*

12 *Defendant SLC LLC*

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

11 SLC LLC, a Nevada limited liability
12 company,

13 Plaintiff,

14 vs.

15 LARISA MEREORA, an individual, et
16 al.,

17 Defendants.

20 LARISA MEREORA, an individual, et
21 al.,

22 Counterclaimants,

23 vs.

24 SLC LLC, a Nevada limited liability
25 company,

26 Counterdefendants.

) Case No. A-21-835625-C

) Dept. No. 4

)

) **PLAINTIFF/COUNTER-DEFENDANT**

) **SLC LLC'S REQUEST FOR**

) **JUDICIAL NOTICE IN SUPPORT OF**

) **OPPOSITION TO**

) **DEFENDANTS/COUNTER-**

) **CLAIMANTS' MOTION FOR**

) **SUMMARY JUDGMENT; AND**

) **REQUEST FOR ATTORNEYS' FEES**

) **FOR DEFENDING IMPROPER RULE**

) **11 REQUEST FOR SANCTIONS**

)

) [*Concurrently filed with Memorandum in*

) *Opposition to Motion for Summary*

) *Judgment; Declaration of Robert A. Rabbat;*

) *Declaration of Hamid Sheikhai; Evidentiary*

) *Objections]*

)

) Date: April 28, 2022

) Time: 9:00 AM

) Location: RJC Courtroom 03C
Regional Justice Center
200 Lewis Ave.

) Las Vegas, NV 89101

)

27 **REQUEST FOR JUDICIAL NOTICE IN SUPPORT OF**
28 **OPPOSITION TO MOTION FOR SUMMARY JUDGMENT**

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1 6. Attached hereto as **Exhibit 6** is a true and correct copy of the results of a
2 search for “Zip Zap Auto” on the Clark County Clerk’s Fictitious Firm Name search page
3 with the date range from January 1, 2011, to March 23, 2022.

4
5 Dated: March 28, 2022

ENENSTEIN PHAM & GLASS

6
7 

By: _____

Robert A. Rabbat
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Attorneys for Plaintiff/Counter-Defendant
SLC LLC

Exhibit 1



MOT
Willick Law Group
MARSHAL S. WILLICK, 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@willicklawgroup.com
Attorneys for Defendant/Counterclaimant HAMID SHEIKAH

DISTRICT COURT
CLARK COUNTY, NEVADA

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

vs.

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

Defendant.

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

DATE OF HEARING: N/A
TIME OF HEARING: N/A

ORAL ARGUMENT REQUESTED: Yes X No

MOTION TO FILE AMENDED ANSWER AND COUNTERCLAIM
(first request)

The Defendant, Hamid Sheikhai ("Hamid"), by and through his attorneys of the WILICK LAW GROUP, hereby moves this Court pursuant to Nevada Rule of Civil Procedure 15 for leave of the Court to file an Amended Complaint to assert counterclaims against Plaintiff, certain of his agents, and his companies. The grounds for Defendant's Motion are set forth in the attached Points and Authorities.

Hamid filed his original *Answer to "Complaint For Damages"* on December 31, 2019. Since that filing, discovery and investigation have continued, and have revealed the existence of counterclaims against Plaintiff Vitiok, LLC, Victor Botnari (who is Vitiok's alter ego), and various of Victor's agents, such that a counterclaim should be brought in this action under NRCP 13(a)-(b)

1 because the claim arises out of the transactions and occurrences that are the subject of the *Complaint*
2 on file in this case, and the Court may assert jurisdiction over all parties involved.

3 POINTS AND AUTHORITIES

4 I. STATEMENT OF FACTS

5 Continuing discovery and investigation have revealed the existence of substantial
6 counterclaims against Victor, his companies, and various co-conspirators. The specific facts giving
7 rise to this *Motion* are detailed in the proposed Amended Answer and Counterclaim attached as
8 Exhibit A, which are not repeated here as a matter of judicial economy.

10 II. LEGAL ARGUMENT

11 The interests of judicial economy are served by allowing all claims relevant to transactions
12 at issue in this case to be litigated in a single action. District courts have the discretion to grant leave
13 to amend a pleading.¹ NRCP 15(a) states that, “leave shall be freely given when justice so requires,”
14 and the case law spells out that such leave is proper whenever there is “the absence of any apparent
15 or declared reason - such as undue delay, bad faith or dilatory motive on the part of the movant.”²

16 Good cause for leave to amend the Answer exists because: (1) there has been no
17 unreasonable delay in requesting amendment; (2) it is necessary to avoid concerns with claim or
18 issue preclusion; and (3) there is no prejudice to Defendants if leave to amend is granted.³

19 The proposed amended pleading is attached as Exhibit A as required by EDCR 2.30(a). No
20 significant delay from the trial preparation and presentation already in progress is expected by
21 allowance of the filing of the Counterclaim, and it is not being submitted for any improper purpose.
22 Defendants cannot show any undue prejudice in this matter that would arise out of granting the
23 Motion.

26 ¹ *Stephens v. Southern Nevada Music Co., Inc.*, 89 Nev. 104, 105, 507 P.2d 138, 139 (1973).

27 ² *Id.*, 89 Nev. at 105-06, 507 P.2d at 139.

28 ³ *Id.*, 89 Nev. at 105-06, 507 P.2d at 139.

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III. CONCLUSION

Hamid respectfully requests the Court enter the following orders:

1. Permitting filing and service of the Amended Answer and Counterclaim.
2. For such other and further relief as the Court deems just and proper.

DATED this 24th day of July, 2020.

Respectfully Submitted By:
WILICK LAW GROUP

/s/ Marshal S. Willick

MARSHAL S. WILICK, ESQ.
Nevada Bar No. 2515
LORIEN K. COLE, ESQ.
Nevada Bar No. 11912
3591 East Bonanza Road, Suite 200
Las Vegas, NV 89110
(702) 438-4100
Attorneys for Defendant, Hamid Sheikhai

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of the WILICK LAW GROUP and that on this 24th day of July, 2020, I caused the above and foregoing document to be served as follows:

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

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

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

Bradley J. Hofland, Esq.
Hofland & Tomscheck
228 South Fourth Street, 1st Floor
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/s/ Mallory Yeargan

An Employee of the WILICK LAW GROUP

P:\wp19\SHEIKHAI,H\CVDRAFTS22\00449463.WPD/my

EXHIBIT “A”

EXHIBIT “A”

EXHIBIT “A”

1 **ANS**
2 **WILLICK LAW GROUP**
3 MARSHAL S. WILLICK, 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 Attorneys for Defendant/Counterclaimant/Crossclaimant HAMID SHEIKAHI

10 **IN THE EIGHTH JUDICIAL DISTRICT COURT**

11 **CLARK COUNTY, NEVADA**

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

14 vs.

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

19 Defendants.

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

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

20 HAMID SHEIKHAI, individually,
21 Counterclaimant,

22 vs.

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

25 HAMID SHEIKHAI, individually,
26 Crossclaimant,

27 vs.

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

Cross-Defendants

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

ANSWER

THE PARTIES

1. Responding to Paragraphs 1, 2, 4, 5, 6, 8, 14, and 15 of the Complaint, Defendants lack
sufficient information or belief to enable them to either admit or deny allegations contained in said
Paragraph, and based thereon, Defendants deny the allegations contained therein.
2. Responding to Paragraphs 3, 7, 9, and 10 of the Complaint, Defendants admit the allegations
contained therein.
3. Responding to Paragraphs 11, 12, 13, 16, and 17 of the Complaint, Defendants deny the
allegations contained in said Paragraph.

I.

FIRST CLAIM FOR RELIEF

(Unjust Enrichment)

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

1 **II.**

2 **SECOND CLAIM FOR RELIEF**

3 (Intentional Interference with Economic Interest)

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

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

9 **III.**

10 **THIRD CLAIM FOR RELIEF**

11 (Civil Conspiracy)

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

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

17 **IV.**

18 **FOURTH CLAIM FOR RELIEF**

19 (Injunction)

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

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

2 FIFTH CLAIM FOR RELIEF

3 (Declaratory Relief)

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

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

9 VI.

10 SIXTH CLAIM FOR RELIEF

11 (Accounting)

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

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

18 AFFIRMATIVE DEFENSES

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

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

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

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

1 by the equitable doctrine of laches.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12
13 **DEMAND FOR JURY TRIAL**

14 1. SHEIKHAI demands a jury trial.

15
16 **JURISDICTIONAL AND PARTY ALLEGATIONS**

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

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

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

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

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

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

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

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

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

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

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

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

19
20 **ROES AND DOES ALLEGATIONS**

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

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

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

8 GENERAL ALLEGATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6
7 **FIRST CLAIM FOR RELIEF**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23 75. In order to prosecute this action, SHEIKHAI had to retain attorneys to represent him, and he
24 is entitled to fair and reasonable attorneys' fees associated with protecting his rights.
25

26 **SECOND CLAIM FOR RELIEF**

27 (False Light, Disparagement, Defamation, Defamation Per Se)
28

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

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

6 78. “A statement is defamatory when, under any reasonable definition[,] such charges would tend
7 to lower the subject in the estimation of the community and to excite derogatory opinions against
8 him and to hold him up to contempt.” See *Posadas v. City of Reno*, 109 Nev. 448, 453, 851 P.2d
9 438, 442 (1993) (quotation marks and citation omitted).

10 79. “[I]f the defamatory communication imputes a ‘person’s lack of fitness for trade, business,
11 or profession,’ or tends to injure the SHEIKHAI in his or her business, it is deemed defamation per
12 se and damages are presumed.” See *Clark Cnty. Sch. Dist. v. Virtual Educ. Software, Inc.*, 125 Nev.
13 374, 385, 213 P.3d 496, 503 (2009).

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

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

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

25 83. Counterdefendants Botnari, Mereora, Mulkins, and/or Neagu, on behalf of Vitiok, made the
26 false and disparaging statements to interfere with the good will associated with SHEIKHAI in the
27 automotive repair industry.
28

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

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

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

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

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

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

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

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

15 16 **THIRD CLAIM FOR RELIEF**

17 (Intentional Interference with Prospective Economic Advantage)

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

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

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

27 95. Counterdefendants' acts were intended or designed to disrupt SHEIKHAI's business to gain
28

1 a prospective economic advantage.

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

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

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

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

9
10 **FOURTH CLAIM FOR RELIEF**

11 (Civil Conspiracy)

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

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

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

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

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

27 105. Counterdefendants, and each of them, acted in concert to steal equipment owned by
28

1 SHEIKHAI, and to steal SHEIKHAI's customer list.

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

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

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

10
11 **FIFTH CLAIM FOR RELIEF**

12 (Conversion/Trespass to Chattel)

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

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

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

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

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

25 114. Counterdefendants Botnari, Mereora, Mulkins and Neagu intentionally disposed of,
26 destroyed, ruined, damaged, absconded with, spoiled, and otherwise converted the equipment from
27 Zip Zap Auto for the benefit of themselves and Counterdefendant Vitiok, and in derogation of
28

1 SHEIKHAI's rights to the same.

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

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

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

10
11 **SIXTH CAUSE OF ACTION**

12 (Restitution for Tax Liens)

13 118. SHEIKHAI repeats and realleges the allegations in Paragraphs 1 through 117, inclusive, as
14 if fully set forth at this point and incorporates them herein by reference.

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

18 120. Counterdefendants Botnari and Vitiok's illegal and improper conduct in underreporting their
19 sales and use tax caused a tax lien in the approximate amount of \$104,000.00 to be filed against
20 Botnari and/or Vitiok.

21 121. Counterdefendant Botnari acknowledged the tax lien as his sole responsibility and obligation
22 by paying a portion of the tax lien.

23 122. Counterdefendant Botnari further acknowledged the tax lien as his sole responsibility and
24 obligation by requesting a loan from SHEIKHAI to pay a portion of the tax lien.

25 123. Counterdefendants Botnari and Vitiok failed to pay the entire amount of the tax lien.

26 124. As a result, SHEIKHAI was assessed to pay the remainder of the tax lien following the
27 \$40,000.00 payment by Mr. Botnari and subsequent \$40,000.00 payment by SHEIKHAI.
28

1 125. In total, SHEIKHAI paid the approximate sum of \$64,000.00 in satisfaction of the tax lien.

2 126. Mr. Botnari has not repaid SHEIKHAI either the \$40,000.00 loaned to him, or the additional
3 \$24,000.00 that SHEIKHAI was forced to incur.

4 127. Counterdefendants Botnari and Vitiok received a benefit by way of SHEIKHAI's payment
5 of the tax lien.

6 128. Counterdefendants Botnari and Vitiok accepted and retained the benefit under circumstances
7 that would be inequitable for Counterdefendants Botnari and Vitiok to retain the benefit without
8 payment of value for the same.

9 129. Counterdefendants Botnari and Vitiok's retention of the benefit is to the derogation of
10 SHEIKHAI's rights in equity.

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

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

15
16 **SEVENTH CAUSE OF ACTION**

17 (Abuse of Process)

18 132. SHEIKHAI repeats and realleges the allegations in Paragraphs 1 through 131, inclusive, as
19 if fully set forth at this point and incorporates them herein by reference.

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

23 134. On November 22, 2019, Counterdefendant Vitiok filed a complaint for damages against
24 SHEIKHAI personally, among other individuals and entities affiliated with SHEIKHAI, in case
25 number A-19-805955-C.

26 135. Also, on November 22, 2019, Counterdefendant Botnari filed a complaint for damages
27 against SHEIKHAI personally, among other individuals and entities affiliated with SHEIKHAI, in
28

case number A-19-801513-P.

136. Both of the aforementioned cases filed on November 22, 2019, attempt to litigate the same issues, parties, and entities already in controversy in the family court case number D-18-575686-L, which had been in litigation for a year and a half prior to filing of the aforementioned complaints.

137. The aforementioned complaints not only lacked legal merit, but were already the subject of litigation between the parties.

138. Counterdefendants' Botnari and Vitiok's purpose in filing the aforementioned complaints was to harass SHEIKHAI and deplete his funds so that he could not afford to defend the family law case and in an effort to have SHEIKHAI default on the promissory note between SHEIKHAI and Mr. Botnari.

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

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

EIGHTH CAUSE OF ACTION

(Breach of the Implied Covenant of Good Faith and Fair Dealing – Promissory Note)

141. SHEIKHAI repeats and realleges the allegations in Paragraphs 1 through 140, inclusive, as if fully set forth at this point and incorporates them herein by reference.

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

143. SHEIKHAI and Mr. Botnari were parties to a contract, i.e. the Promissory Note.

144. Under the Promissory Note, Mr. Botnari owed a duty of good faith and fair dealing to SHEIKHAI.

145. Mr. Botnari breached that duty by filing cases A-19-805955-C and A-19-801513-P against SHEIKHAI, not for any legitimate purpose, but to drain SHEIKHAI's funds in an attempt to force

1 SHEIKHAI to default on his payments to Mr. Botnari under the Promissory Note.

2 146. Both of the aforementioned cases filed on November 22, 2019, attempt to litigate the same
3 issues, parties, and entities already in controversy in the family court case number D-18-575686-L,
4 which had been in litigation for a year and a half prior to filing of the aforementioned complaints.

5 147. The aforementioned complaints not only lacked legal merit, but were already the subject of
6 litigation between the parties.

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

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

11 12 **NINTH CAUSE OF ACTION**

13 **(Attorneys' Fees and Costs)**

14 150. SHEIKHAI repeats and realleges the allegations in Paragraphs 1 through 149, inclusive, as
15 if fully set forth at this point and incorporates them herein by reference.

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

18 152. SHEIKHAI is entitled to collect attorney fees as special damages in the complaint pursuant
19 to Nevada Rule of Civil Procedure 9(g).

20 153. Attorneys' fees and costs are a "natural and proximate consequence of the injurious conduct"
21 by Counterdefendants, and each of them.

22 154. SHEIKHAI pleads attorneys' fees and costs as a special cause of action to preserve the
23 remedy to attorneys' fees and costs as required by Liu v. Christopher Homes, LLC, 321 P.3d 875
24 (2014); Sandy Valley Assoc. v. Sky Ranch Estates Owners Ass'n, 117 Nev. 948, 956, 35 P.3d 964,
25 969 (2001).

26 27 **PRAYERS FOR RELIEF**

1 WHEREFORE, SHEIKHAI prays for judgment against Counterdefendants, jointly and
2 severally, as follows:

3 155. For damages related to Violation of Uniform Trade Secret Act (NRS 600A) as stated above;

4 156. For damages related to False Light, Disparagement, Defamation, and Defamation Per Se as
5 requested above;

6 157. For damages related to Intentional Interference with Prospective Economic Advantage as
7 stated above;

8 158. For damages related to Civil Conspiracy as stated above;

9 159. For damages related to Conversion/Trespass to Chattel as stated above;

10 160. For Restitution of Tax Liens as stated above;

11 161. For damages related to Abuse of Process as stated above;

12 162. For damages related to Breach of the Implied Covenant of Good Faith and Fair Dealing as
13 stated above;

14 163. For a finding that Counterdefendants Botnari, Mereora, Mulkins, Gozrav, Neagu, Vitiok, and
15 Universal Motorcars are all alter egos of one another and engaged in civil conspiracy;

16 164. For attorneys' fees and costs incurred herein;

17 165. For exemplary damages;

18 166. For such other and further relief as the Court may deem just and proper.
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1 CONCLUSION

2 WHEREFORE, these answering Defendants demand judgment that Plaintiff
3 /Counterdefendant takes nothing by way of the Complaint on file herein, for all relief requested in
4 SHEIKHAI's Counterclaim and Cross-claims, and that these answering Defendants be awarded
5 reasonable attorney's fees.

6 **DATED** this ____ day of July, 2020.

7 WILICK LAW GROUP

8
9
10 MARSHAL S. WILICK, ESQ.
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15 Attorneys for SHEIKHAI

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mike@mblnv.com
Attorneys for Defendant ZOHREH AMIRYAVARI

CERTIFICATE OF SERVICE

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

Employee of the WILICK LAW GROUP

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Exhibit 2



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NEO
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email@willicklawgroup.com

**DISTRICT COURT
CLARK COUNTY, NEVADA**

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

vs.

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

Defendant.

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

DATE OF HEARING: N/A
TIME OF HEARING: N/A

**NOTICE OF ENTRY OF ORDER GRANTING DEFENDANT'S MOTION
FOR LEAVE TO AMEND THE ANSWER AND COUNTERCLAIM**

TO: VITIOK, LLC, Plaintiff; and

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

PLEASE TAKE NOTICE that an *Order Granting Defendant's Motion for Leave to Amend*
the Answer and Counterclaim was duly entered in the above action on the 10th day of October, 2020,
a true and correct

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copy of which is attached herein.

DATED this 12th day of October, 2020.

WILLICK LAW GROUP

/s/ Lorien K. Cole

MARSHAL S. WILLICK, ESQ.
Nevada Bar No. 2515
LORIEN K. COLE, ESQ.
Nevada Bar No. 11912
3591 East Bonanza Road, Suite 200
Las Vegas, Nevada 89110-2101
Attorneys for Defendant

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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of the WILLICK LAW GROUP and that on this 12th day of October, 2020, I caused the above and foregoing document to be served as follows:

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

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

An Employee of the WILLICK LAW GROUP

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Attorneys for Defendant Hamid Sheikhai

IN THE EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

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

vs.

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

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

**ORDER GRANTING
DEFENDANT'S MOTION FOR
LEAVE TO AMEND THE ANSWER
AND COUNTERCLAIM**

DATE OF HEARING: 8/25/20
TIME OF HEARING: 8:30 a.m.

This matter was set for hearing on August 25, 2020, before the Honorable Susan Johnson, District Court Judge, Department 22, on *Defendant Hamid Sheikhai's Motion to File an Amended Answer and Counterclaim*, Plaintiff Vitiok, LLC's *Plaintiff's Opposition to Defendant Hamid Sheikhai's Motion to File Amended Answer and Counterclaim and Countermotion for Attorney's Fees and Costs*, and *Defendant, Hamid Sheikhai's, Reply to Plaintiff's Opposition to Motion to File Amended Answer and Counterclaim and Countermotion for Attorney's Fees and Costs*.

Hamid Sheikhai was present and represented by his counsel, Marshal S. Willick, Esq. of the WILICK LAW GROUP; Michael Matthis, Esq., of MICHAEL B. LEE, P.C., was present, on behalf of

1 SLC, LLC and Zohreh Amiryavari; Victor Botnari, owner of Vitiok, LLC, was present and
2 represented by his counsel, Todd Leventhal, Esq., of LEVENTHAL & ASSOCIATES and Brad Hofland,
3 Esq., of HOFLAND & TOMSHECK.

4 Upon review of the pleadings, argument of counsel and for good cause shown, this
5 Honorable Court makes the following findings and Orders:

- 6
- 7 1. District courts have the discretion to grant leave to amend a pleading. *Stephens v. Southern*
8 *Nevada Music Co., Inc.*, 89 Nev. 104, 105, 507 P.2d 138, 139 (1973). Before trial, leave
9 should be freely given to a party to amend its pleadings. NEV. R. CIV. PRO. 15(a)(2). “[I]n
10 the absence of any apparent or declared reason - such as undue delay, bad faith or dilatory
11 motive on the part of the movant - the leave sought should be freely given.” *Stephens*, 89
12 Nev. at 105-06, 507 P.2d at 139. The moving party must attach a copy of a proposed
13 amended pleading to any motion to amend the pleading. EIGHTH JUD. DIST. CT. R. 2.30(a).
14 “Unless otherwise permitted by the court, every pleading to which an amendment is
15 submitted as a matter of right, or has been allowed by order of the court, must be re-typed
16 or re-printed and filed so that it will be complete in itself, including exhibits, without
17 reference to the superseded pleading.” *Id.* Furthermore, the amended pleading must contain
18 copies of all exhibits referred to in such amended pleadings. *Id.* at 2.30(b).
- 19 2. The Court grants *Defendant Hamid Sheikhai’s Motion to Amend the Answer and*
20 *Counterclaim* as modified.
- 21 3. Upon the entry of this *Order*, Hamid shall be permitted to file his *Amended Answer and*
22 *Counterclaim*; provided, however, that there shall not be a separate cause of action for
23 attorney’s fees because requests for attorneys fees are prayers for relief, rather than causes
24 of action.

25

26 *****

4. The *Amended Answer and Counterclaim* shall include the named parties only; any other potential cross-defendants shall initiate third-party action(s) related to the claims pled herein.

DATED this 9th day of October, 2020.

Dated this 10th day of October, 2020



DISTRICT COURT JUDGE

30A 54F 34BE 61C7

Susan Johnson

District Court Judge

Respectfully Submitted By:
WILLICK LAW GROUP

Approved as to Form and Content:
LEVENTHAL AND ASSOCIATES, PLLC

/s/ Lorien K. Cole

/s/ Todd M. Leventhal

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Attorney for Plaintiff

MICHAEL B. LEE, P.C.

/s/ Michael B. Lee

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mike@mblnv.com
Attorneys for Defendants Zoreh Amiryavari and SLC, LLC

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Reception

From: Mallory Yeargan
Sent: Friday, October 09, 2020 8:53 AM
To: Reception
Subject: FW: Order from August 25 hearing - Dept 22

From: Brad Hofland <BradH@hoflandlaw.com>
Sent: Friday, September 18, 2020 3:26 PM
To: Lorien Cole <lorien@willicklawgroup.com>; Leventhal and Associates <leventhalandassociates@gmail.com>
Cc: Marshal Willick <marshal@willicklawgroup.com>; mike@mblnv.com; 'Michael Matthis' <matthis@mblnv.com>; Mallory Yeargan <mallory@willicklawgroup.com>
Subject: RE: Order from August 25 hearing - Dept 22

Lorien

You have consent to affix Mr. Leventhal's and my signature to the proposed Order.

Please send me over a copy of the JCCR/ICCR for me to review.

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

Hofland & Tomsheck

ATTORNEYS AND COUNSELORS AT LAW

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From: Lorien Cole <lorien@willicklawgroup.com>
Sent: Friday, September 11, 2020 1:24 PM
To: Brad Hofland <BradH@hoflandlaw.com>; Leventhal and Associates <leventhalandassociates@gmail.com>
Cc: Marshal Willick <marshal@willicklawgroup.com>; mike@mblnv.com; 'Michael Matthis' <matthis@mblnv.com>; Mallory Yeargan <mallory@willicklawgroup.com>
Subject: Order from August 25 hearing - Dept 22

Reception

From: Mallory Yeargan
Sent: Friday, October 09, 2020 8:35 AM
To: Reception
Subject: FW: Order from August 25 hearing - Dept 22

From: Mike Lee <mike@mblnv.com>
Sent: Friday, September 11, 2020 1:43 PM
To: Lorien Cole <lorien@willicklawgroup.com>; bradh@hoflandlaw.com; Leventhal and Associates <leventhalandassociates@gmail.com>
Cc: mike@mblnv.com; Marshal Willick <marshal@willicklawgroup.com>; 'Michael Matthis' <matthis@mblnv.com>; Mallory Yeargan <mallory@willicklawgroup.com>
Subject: RE: Order from August 25 hearing - Dept 22

Approved. Consent to you affixing my e signature.

Sent from my Verizon, Samsung Galaxy smartphone

1 **CSERV**

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3 DISTRICT COURT
CLARK COUNTY, NEVADA

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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 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: 10/10/2020

15 Debbie Hicks

debbie@douglascrawfordlaw.com

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20 Bradley Hofland

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5	Emma Forte	emma@toddleventhal.com
6	Victor Botnari	12vb34@protonmail.com
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9	Gary Segal	gary@douglascrawfordlaw.com
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Exhibit 3

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REGISTER OF ACTIONS

CASE No. A-19-805955-C

Vitiok LLC, Plaintiff(s) vs. SLC, LLC, Defendant(s)

§
§
§
§
§
§

Case Type: **Other Civil Matters**

Date Filed: **11/22/2019**

Location: **Department 22**

Cross-Reference Case Number: **A805955**

PARTY INFORMATION

Counter Claimant	Sheikhai, Hamid	Lead Attorneys Marshal Shawn Willick <i>Retained</i> 702-438-4100(W)
Counter Defendant	Vitiok LLC	Todd M. Leventhal <i>Retained</i> 702-472-8686(W)
Cross Claimant	Sheikhai, Hamid	Marshal Shawn Willick <i>Retained</i> 702-438-4100(W)
Cross Defendant	Botnari, Victor	
Defendant	Amiryavari, Zohreh	Robert A. Rabbat <i>Retained</i> 702-468-0808(W)
Defendant	Sheikhai, Hamid	Marshal Shawn Willick <i>Retained</i> 702-438-4100(W)
Defendant	SLC, LLC	Robert A. Rabbat <i>Retained</i> 702-468-0808(W)
Plaintiff	Vitiok LLC	Todd M. Leventhal <i>Retained</i> 702-472-8686(W)

EVENTS & ORDERS OF THE COURT

09/09/2020 **DISPOSITIONS**
Order of Dismissal (Judicial Officer: Johnson, Susan)
 Debtors: Vitiok LLC (Plaintiff)
 Creditors: SLC, LLC (Defendant), Hamid Sheikhai (Defendant), Zohreh Amiryavari (Defendant)
 Judgment: 09/09/2020, Docketed: 09/10/2020
 Comment: In Part /Certain Causes

11/22/2019 **OTHER EVENTS AND HEARINGS**
Complaint

Complaint For Damages

11/22/2019 **Ex Parte Application**
Ex Parte Application (And Order) For Temporary Restraining Order And Motion For Preliminary Injunction

11/22/2019 **Motion for Preliminary Injunction**
Motion for Preliminary Injunction

11/22/2019 **Summons Electronically Issued - Service Pending**
Summons

11/25/2019 **Clerk's Notice of Hearing**
Notice of Hearing

11/27/2019 **Clerk's Notice of Nonconforming Document**
Clerk's Notice of Nonconforming Document

12/05/2019 **Ex Parte Application**
Ex Parte Application for Temporary Restraining Order and Motion for Preliminary Injunction

12/05/2019 **Affidavit of Service**
Affidavit of Service

12/05/2019 **Application**
Application for Order Shortening Time

12/09/2019 **Order Shortening Time**
Order Shortening Time

12/10/2019 **Affidavit of Service**
Affidavit of Service- SLC LLC

12/10/2019 **Affidavit of Service**
Affidavit of Service - Zohreh Amiry Avari

12/10/2019 **Affidavit of Service**
Affidavit of Service - Hamid Shekhai

12/10/2019 **Certificate of Service**
Certificate of Service

12/16/2019 **Opposition and Countermotion**
Defendant's Opposition to "Plaintiff's Motion for Preliminary Injunction" and Countermotion for Attorney's Fees and Costs

12/16/2019 **Exhibits**
Exhibits to Defendant's Opposition to "Plaintiff's Motion for Preliminary Injunction" and Countermotion for Attorney's Fees and Costs

12/16/2019 **Application**
Defendant's Application for Enlargement of Time to Serve Plaintiff

12/17/2019 **Motion** (8:30 AM) (Judicial Officer Johnson, Susan)
Plaintiff's Motion for Preliminary Injunction
[Parties Present](#)
[Minutes](#)
01/02/2020 Reset by Court to 12/17/2019

Result: Denied

12/17/2019 **Clerk's Notice of Hearing**
Notice of Hearing

12/27/2019 **Notice of Intent to Take Default**
N.R.C. P. Rule 55(b), Notice of Intent to Apply for Default

12/31/2019 **Answer to Complaint**
Defendants' Answer to "Complaint for Damages"

12/31/2019 **Initial Appearance Fee Disclosure**
Initial Appearance Fee Disclosure (NRS Chapter 19)

01/03/2020 **Initial Appearance Fee Disclosure**
Initial Appearance Fee Disclosure

01/03/2020 **Motion to Consolidate**
Motion to Consolidate Cases

01/06/2020 **Clerk's Notice of Hearing**
Notice of Hearing

01/06/2020 **Default**
(Set Aside 7/13/20) Default

01/10/2020 **Request for Exemption From Arbitration**
Request for Exemption from Arbitration

01/14/2020 **Recorders Transcript of Hearing**
Plaintiff's Motion for Preliminary Injunction December 17, 2019

01/21/2020 **CANCELED Motion** (8:30 AM) (Judicial Officer Johnson, Susan)
Vacated - Moot
Defendant's Application for Enlargement of Time to Serve Plaintiff

01/29/2020 **Commissioners Decision on Request for Exemption - Granted**
Commissioner's Decision on Request for Exemption - GRANTED

02/04/2020 **CANCELED Motion to Consolidate** (8:30 AM) (Judicial Officer Johnson, Susan)
Vacated
Defendant's Motion to Consolidate Cases

02/06/2020 **Order**
Order Regarding Plaintiff's Motion for Preliminary Injunction

02/13/2020 **Notice of Entry of Order**
Notice of Entry of Order Regarding Plaintiff's Motion for Preliminary Injunction

03/03/2020 **Motion for Attorney Fees and Costs**
Motion for Attorney's Fees and Costs

03/04/2020 **Clerk's Notice of Hearing**
Notice of Hearing

03/09/2020 **Motion to Seal/Redact Records**
DENIED 4/2/20 Motion to Seal Case Records (filed by Hamid Sheikhai)

03/11/2020 **Clerk's Notice of Hearing**
Clerk's Notice of Hearing

03/17/2020 **Opposition**
Opposition to Motion for Attorney's Fees and Costs

03/23/2020 **Opposition and Countermotion**

3/24/2021

<https://www.clarkcountycourts.us/Anonymous/CaseDetail.aspx?CaseID=12005173>

Plaintiff's Opposition To Defendant Hamid Sheikhai's Motion To Seal Case Records And Countermotion For Attorney's Fees And Costs

04/01/2020 **Reply to Opposition**
Defendant's Reply to "Plaintiff's Opposition to Defendant Hamid Sheikhai's Motion to Seal Records" and Opposition to "Countermotion for Attorney's Fees and Costs"

04/02/2020 **Minute Order** (3:00 AM) (Judicial Officer Johnson, Susan)
[Minutes](#)
Result: Minute Order - No Hearing Held

04/07/2020 **CANCELED Motion for Attorney Fees and Costs** (8:30 AM) (Judicial Officer Johnson, Susan)
Vacated - Previously Decided
Defendant's Motion for Attorney's Fees and Costs

04/09/2020 **CANCELED Motion to Seal/Redact Records** (9:00 AM) (Judicial Officer Johnson, Susan)
Vacated - Previously Decided
Defendant's Motion to Seal Case Records

04/09/2020 **CANCELED Opposition and Countermotion** (9:00 AM) (Judicial Officer Johnson, Susan)
Vacated - Previously Decided
Plaintiff's Opposition To Defendant Hamid Sheikhai's Motion To Seal Case Records And Countermotion For Attorney's Fees And Costs

04/16/2020 **Notice of Entry**
Notice of Entry of Order After April 02, 2020 Minute Order

04/16/2020 **Notice of Early Case Conference**
Notice of Early Case Conference

04/16/2020 **Order**
Order After April 02, 2020 Minute Order

04/17/2020 **Order**
Order After April 02, 2020 Minute Order

04/17/2020 **Amended Notice of Entry of Order**
Amended Notice of Entry of Order After April 02, 2020 Minute Order

05/26/2020 **Joint Case Conference Report**
Joint Case Conference Report

05/26/2020 **Certificate of Service**
Certificate of Service

05/27/2020 **Order Scheduling Status Check**
Order Scheduling Status Check

06/09/2020 **Notice of Appearance**
Notice of Appearance

06/10/2020 **Status Check** (8:30 AM) (Judicial Officer Johnson, Susan)
06/10/2020, 06/23/2020
Status Check re: JCCR
[Parties Present](#)
[Minutes](#)
Result: Matter Continued

06/10/2020 **Order**
Order Striking Default Entered Against Defendant SLC, LLC

06/10/2020 **Order**
Order Striking Errata to Defendant's Answer to "Complaint for Damages" filed January 9, 2020

06/18/2020 **Motion to Set Aside**
Defendant Zohreh Amiryavari's Motion to Set Aside Default

06/18/2020 **Initial Appearance Fee Disclosure**
Initial Appearance Fee Disclosure (NRS Chapter 19)

06/18/2020 **Notice of Appearance**
Notice of Appearance for Defendant Zohreh Amiryavari and Demand for Prior Discovery

06/19/2020 **Clerk's Notice of Hearing**
Notice of Hearing

07/09/2020 **Amended Joint Case Conference Report**
Amended Joint Case Conference Report

07/13/2020 **Order**
Order Scheduling Mandatory Rule 16 Conference

07/13/2020 **Minute Order** (3:00 AM) (Judicial Officer Johnson, Susan)
[Minutes](#)
Result: Minute Order - No Hearing Held

07/14/2020 **Notice**
Notice of Intent to Appear by Telephone

07/14/2020 **Order Granting Motion**
ORDER GRANTING DEFENDANT ZOHREH AMIRYAVARI'S MOTION TO SET ASIDE DEFAULT

07/21/2020 **CANCELED Motion to Set Aside** (8:30 AM) (Judicial Officer Johnson, Susan)
Vacated - Previously Decided
Defendant Zohreh Amiryavari's Motion to Set Aside Default

07/23/2020 **Motion to Dismiss**
Defendant Amiryavari's Motion to Dismiss

07/24/2020 **Clerk's Notice of Hearing**
Notice of Hearing

07/24/2020 **Motion**
Motion to File Amended Answer and Counterclaim

07/27/2020 **Clerk's Notice of Hearing**
Notice of Hearing

07/29/2020 **Mandatory Rule 16 Conference** (8:30 AM) (Judicial Officer Johnson, Susan)
[Parties Present](#)
[Minutes](#)
Result: Trial Date Set

07/29/2020 **Scheduling and Trial Order**
Scheduling Order and Order Setting Civil Bench Trial

08/05/2020 **Substitution of Attorney**

048

<https://www.clarkcountycourts.us/Anonymous/CaseDetail.aspx?CaseID=12005173>

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ROA001111

Substitution of Counsel for SLC, LLC

08/06/2020 **Opposition to Motion to Dismiss**
Plaintiff's Opposition To Defendant Zohreh Amiry Avari's Motion To Dismiss And Countermotion For Attorney's Fees And Costs

08/07/2020 **Opposition and Countermotion**
Plaintiff's Opposition to Defendant Hamid Sheikhai's Motion to File Amended Answer and Counterclaim and Countermotion for Attorney's Fees and Costs

08/13/2020 **Objection**
Objection to Defendant SLC, LLC's Initial Disclosure of Witness and Documents

08/18/2020 **Reply to Opposition**
Reply to Plaintiff's Opposition to Defendant Zohreh Amiryavari's Motion to Dismiss and Opposition to Countermotion for Attorney's Fees and Costs

08/24/2020 **Reply to Opposition**
Defendant, Hamid Sheikhai's Reply to Plaintiff's Opposition to Motion to File Amended Answer and Countermotion and Countermotion for Attorney's Fees and Costs

08/25/2020 **Motion to Dismiss** (8:30 AM) (Judicial Officer Johnson, Susan)
Defendant Amiryavari's Motion to Dismiss

08/25/2020 **Motion** (8:30 AM) (Judicial Officer Johnson, Susan)
Motion to File Amended Answer and Counterclaim

08/25/2020 **Opposition and Countermotion** (8:30 AM) (Judicial Officer Johnson, Susan)
Plaintiff's Opposition to Defendant Hamid Sheikhai's Motion to File Amended Answer and Counterclaim and Countermotion for Attorney's Fees and Costs

08/25/2020 **All Pending Motions** (8:30 AM) (Judicial Officer Johnson, Susan)
[Parties Present](#)
[Minutes](#)

Result: Matter Heard

09/09/2020 **Order Granting Motion**
Order Granting Defendant Zohreh Amiryavari's Motion to Dismiss In Part

09/09/2020 **Expert Witness Designation**
Plaintiff's Expert Witness Designation Pursuant to NRCP 16.1

09/11/2020 **List of Witnesses**
Plaintiff's Initial List of Witnesses and Disclosure of Documents

09/22/2020 **Notice of Association of Counsel**
Notice of Association of Counsel

09/24/2020 **Answer to Complaint**
Defendant Zohreh Amiryavari's Answer to Complaint for Damages; Demand for Jury Trial

10/08/2020 **Objection**
Defendant SLC, LLC's Objections to Plaintiff's Initial Early Case Conference List of Witnesses and Documents Pursuant to NRCP 16.1

10/09/2020 **Objection**
Defendant, Hamid Sheikhai's, Joinder to Defendant SLC, LLC's Objections to Plaintiff's Initial Early Case Conference List of Witnesses and Documents Pursuant to NRCP 16.1

10/10/2020 **Order Granting Motion**
Order Granting Defendant's Motion for Leave to Amend the Answer and Counterclaim

10/12/2020 **Notice of Entry**
Notice of Entry of Order Granting Defendant's Motion for Leave to Amend the Answer and Counterclaim

10/22/2020 **Answer**
Complaint for Damages and Demand for Jury Trial; Defendant Hamid Sheikhai's Answer, Counterclaim, and Cross Claims, and Demand for Jury Trial

10/26/2020 **Application**
Application for Temporary Restraining Order

10/26/2020 **Amended Answer**
Defendant's Amended Answer, Counterclaim, and Cross Claims, and Demand for Jury Trial

10/26/2020 **Motion for Protective Order**
Defendants' Motion for Protective Order

10/26/2020 **Objection**
Objection to Notice of Intent to take Subpoena Duces Tecum - State of Nevada DMV

10/26/2020 **Objection**
Objection to Notice of Intent to take Subpoena Duces Tecum - State of Nevada Dept. of Taxation

10/26/2020 **Objection**
Objection to Notice of Intent to take Subpoena Duces Tecum - State of Nevada Secretary of State

10/26/2020 **Objection**
Objection to Notice of Intent to take Subpoena Duces Tecum - Mitchell1

10/27/2020 **Clerk's Notice of Hearing**
Notice of Hearing

11/05/2020 **Objection**
Objection to Defendant Hamid Sheikhai's First Supplemental List of Witnesses and Disclosures

11/09/2020 **Opposition**
Plaintiff's Response To Defendant's Objections And Opposition To Motion For Protective Order And Countermotion For Attorney's Fees And Related Relief

11/09/2020 **Opposition**
Plaintiff's Response/Opposition To Defendant Hamid Sheikhai's Application For Temporary Protection Order And Countermotion For Attorney's Fees And Related Relief

11/09/2020 **Supplement to List of Witnesses & Documents**
Plaintiff's Second Supplemental List of Witnesses and Disclosure of Documents

11/23/2020 **Reply**
Reply ISO Defendant's Motion for Protective Order

11/24/2020 **Notice of Change of Hearing**
Notice of Change of Hearing

11/24/2020 **Motion to Dismiss**
Plaintiff's Motion to Dismiss Defendant's Counterclaim and Cross Claims

11/30/2020 **Clerk's Notice of Hearing**
Notice of Hearing

12/01/2020 **Motion for Protective Order** (9:30 AM) (Judicial Officer Truman, Erin)
Defendants' Motion for Protective Order

	Parties Present
	Minutes
	Result: Granted in Part
12/01/2020	CANCELED Opposition and Countermotion (9:30 AM) (Judicial Officer Truman, Erin) <i>Vacated - Set in Error</i> <i>Plaintiff's Response to Defendant's Objections and Opposition to Motion for Protective Order and Countermotion for Attorneys Fees and Related Relief</i>
12/04/2020	Motion for Summary Judgment <i>Motion for Summary Judgment, or in the Alternative, Partial Summary Judgment, Leave to Amend, and for Stay</i>
12/07/2020	Clerk's Notice of Hearing <i>Notice of Hearing</i>
12/10/2020	Opposition and Countermotion (9:00 AM) (Judicial Officer Johnson, Susan) <i>Plaintiff's Response/Opposition to Defendant Hamid Sheikhai's Application for Temporary Protection Order and Countermotion for Attorney's Fees and Related Relief</i> Parties Present Minutes <i>12/01/2020 Reset by Court to 12/10/2020</i>
	Result: Under Advisement
12/11/2020	Stipulation and Order <i>Stipulation and Order Extending Briefing on the Plaintiff's Motion to Dismiss Defendants Counterclaim and Cross Claims</i>
12/11/2020	Opposition to Motion to Dismiss <i>Joint Opposition to Motion to Dismiss Defendants' Counterclaim and Crossclaims</i>
12/15/2020	Minute Order (3:00 AM) (Judicial Officer Johnson, Susan) Minutes
	Result: Minute Order - No Hearing Held
12/15/2020	Supplemental Disclosure of Witnesses & Documents <i>Plaintiff's Third Supplemental List of Witnesses and Disclosure of Documents</i>
12/16/2020	Status Check: Trial Readiness (8:30 AM) (Judicial Officer Johnson, Susan) Parties Present Minutes
	Result: Matter Heard
12/18/2020	Stipulation and Order to Extend Discovery Deadlines <i>Stipulation and Order Regarding Discovery Deadlines and Trial (First Request)</i>
12/18/2020	Amended Order Setting Civil Non-Jury Trial <i>First Amended Order Setting Civil Bench Trial</i>
12/18/2020	Notice of Entry <i>Notice of Entry of Stipulation and Order regarding Discovery Deadlines and Trial</i>
12/18/2020	Opposition and Countermotion <i>Plaintiff's Opposition to Defendants' Motion for Summary Judgment, or in the Alternative, Partial Summary Judgment, Leave to Amend, and for Stay and Countermotion for Attorney's Fees and Costs</i>
12/21/2020	Supplemental Disclosures <i>Plaintiff's Fourth Supplemental List of Witnesses and Disclosure of Documents</i>
12/22/2020	Reply to Opposition <i>Plaintiff's Reply to Joint Opposition to Plaintiff's Motion to Dismiss Defendants' Counterclaim and Crossclaims.</i>
12/31/2020	Reply <i>Defendant's Reply to Plaintiff's Opposition to Defendant's Motion for Summary Judgment, or in the Alternative, Partial Summary Judgment, Leave to Amend, to for Stay and Countermotion for Leave to File its Amended Complaint and Attorney's Fees and Costs</i>
01/07/2021	Motion to Dismiss (9:00 AM) (Judicial Officer Johnson, Susan) <i>Plaintiff's Motion to Dismiss Defendant's Counterclaim and Cross Claims</i> <i>12/29/2020 Reset by Court to 01/05/2021</i> <i>01/05/2021 Reset by Court to 01/07/2021</i>
	Result: Granted in Part
01/07/2021	Status Check: Compliance (3:00 AM) (Judicial Officer Truman, Erin) <i>Status Check: Compliance / 12-1-2020 DCRR</i> Minutes
	Result: Matter Continued
01/07/2021	Motion for Summary Judgment (9:00 AM) (Judicial Officer Johnson, Susan) <i>Defendant's Motion for Summary Judgment, or in the Alternative, Partial Summary Judgment, Leave to Amend, and for Stay</i>
	Result: Motion Denied
01/07/2021	Evidentiary Hearing (9:00 AM) (Judicial Officer Johnson, Susan) <i>Evidentiary Hearing: Mr. Sheikhai's Motion for Preliminary Injunction</i>
	Result: Motion Denied
01/07/2021	Opposition and Countermotion (9:00 AM) (Judicial Officer Johnson, Susan) <i>Plaintiff's Opposition to Defendants' Motion for Summary Judgment, or in the Alternative, Partial Summary Judgment, Leave to Amend, and for Stay and Countermotion for Attorney's Fees and Costs</i>
	Result: Motion Denied
01/07/2021	All Pending Motions (9:00 AM) (Judicial Officer Johnson, Susan) Parties Present Minutes
	Result: Matter Heard
01/08/2021	Supplement <i>Supplemental Appendix Of Exhibits In Support Of Plaintiff's Response/ Opposition To Defendant Hamid Sheikhai's Application For Temporary Protection Order And Countermotion For Attorney's Fees And Related Relief</i>
01/11/2021	Minute Order (3:00 AM) (Judicial Officer Johnson, Susan) Minutes
	Result: Minute Order - No Hearing Held
01/11/2021	Exhibits

01/12/2021	<i>Supplemental Exhibits to Defendant's Motion for Protective Order</i> Further Proceedings (9:30 AM) (Judicial Officer Truman, Erin) <i>Further Proceedings: Mitchell One Subpoena</i> Parties Present Minutes
	Result: Matter Continued
01/15/2021	Motion <i>Plaintiff's Motion for Reconsideration; and Related Relief</i>
01/15/2021	Appendix <i>Appendix of Exhibits in Support of Plaintiff's Motion for Reconsideration; and Related Relief</i>
01/20/2021	Clerk's Notice of Hearing <i>Notice of Hearing</i>
01/21/2021	Stipulation and Order <i>Stipulation and Order to Vacate Hearings Pending Settlement</i>
01/22/2021	Notice of Entry of Stipulation and Order <i>Notice of Entry of Stipulation and Order to Vacate Hearings Pending Settlement</i>
01/29/2021	Notice of Withdrawal <i>NOTICE OF WITHDRAWAL PURSUANT TO SUPREME COURT RULE 46</i>
02/23/2021	CANCELED Motion For Reconsideration (10:00 AM) (Judicial Officer Johnson, Eric) <i>Vacated</i> <i>Plaintiff's Motion for Reconsideration; and Related Relief</i>
03/03/2021	CANCELED Pretrial/Calendar Call (8:30 AM) (Judicial Officer Johnson, Susan) <i>Vacated - Superseding Order</i>
03/14/2021	Substitution of Attorney <i>Substitution of Attorney</i>
03/14/2021	Substitution of Attorney <i>Substitution of Attorney</i>
03/15/2021	CANCELED Bench Trial (8:30 AM) (Judicial Officer Johnson, Susan) <i>Vacated - Superseding Order</i>
08/18/2021	CANCELED Status Check (8:30 AM) (Judicial Officer Johnson, Susan) <i>Vacated</i>
09/29/2021	CANCELED Pretrial/Calendar Call (8:30 AM) (Judicial Officer Johnson, Susan) <i>Vacated</i>
10/11/2021	CANCELED Bench Trial (8:30 AM) (Judicial Officer Johnson, Susan) <i>Vacated</i>

FINANCIAL INFORMATION

	Counter Claimant Sheikhai, Hamid			
	Total Financial Assessment			223.00
	Total Payments and Credits			223.00
	Balance Due as of 03/24/2021			0.00
12/31/2019	Transaction Assessment			223.00
12/31/2019	Efile Payment	Receipt # 2019-77672-CCCLK	Sheikhai, Hamid	(223.00)
	Counter Defendant Vitiok LLC			
	Total Financial Assessment			270.00
	Total Payments and Credits			270.00
	Balance Due as of 03/24/2021			0.00
11/25/2019	Transaction Assessment			270.00
11/25/2019	Efile Payment	Receipt # 2019-71105-CCCLK	Vitiok LLC	(270.00)
	Cross Defendant Amiryavari, Zohreh			
	Total Financial Assessment			223.00
	Total Payments and Credits			223.00
	Balance Due as of 03/24/2021			0.00
06/18/2020	Transaction Assessment			223.00
06/18/2020	Efile Payment	Receipt # 2020-32404-CCCLK	Amiryavari, Zohreh	(223.00)
	Defendant SLC, LLC			
	Total Financial Assessment			423.00
	Total Payments and Credits			423.00
	Balance Due as of 03/24/2021			0.00
01/03/2020	Transaction Assessment			223.00
01/03/2020	Efile Payment	Receipt # 2020-00469-CCCLK	SLC, LLC	(223.00)
12/04/2020	Transaction Assessment			200.00
12/04/2020	Efile Payment	Receipt # 2020-68514-CCCLK	SLC, LLC	(200.00)

Exhibit 4

[Skip to Main Content](#) [Logout My Account](#) [Search Menu](#) [New District Civil/Criminal Search](#) [Refine Search](#) [Back](#) Location : District Court Civil/Criminal [Help](#)

REGISTER OF ACTIONS

CASE No. A-19-801513-P

In the Matter of the Petition of Victor Botnari

§
§
§
§
§
§
§

Case Type: **Other Civil Filings (Petition)**

Date Filed: **09/06/2019**

Location: **Department 31**

Cross-Reference Case Number: **A801513**

PARTY INFORMATION

Defendant	Sheikhai, Hamid	Lead Attorneys Marshal Shawn Willick <i>Retained</i> 702-438-4100(W)
Defendant	Stone & Stone	Robert A. Rabbat <i>Retained</i> 702-468-0808(W)
Petitioner	Botnari, Victor	Todd M. Leventhal <i>Retained</i> 702-472-8686(W)

EVENTS & ORDERS OF THE COURT

OTHER EVENTS AND HEARINGS	
09/06/2019	Complaint SEALED PER ORDER 5/21/20 EXEMPT FROM ARBITRATION: AMOUNT CLAIMED IN EXCESS OF \$50,000.00 INJUNCTIVE RELIEF AND EQUITABLE RELIEF REQUESTED
09/06/2019	Summons Electronically Issued - Service Pending <i>Summons - Civil</i>
11/13/2019	Motion for Preliminary Injunction SEALED PER ORDER 5/21/20 Motion For Preliminary Injunction
11/14/2019	Clerk's Notice of Nonconforming Document SEALED PER ORDER 5/21/20 Clerk's Notice of Nonconforming Document
11/22/2019	First Amended Complaint <i>First Amended Complaint For Damages And Ancillary Relief</i>
11/22/2019	Motion for Preliminary Injunction SEALED PER ORDER 5/21/20 Motion For Preliminary Injunction And For Order Appointing A Receiver
11/22/2019	Ex Parte Application SEALED PER ORDER 5/21/20 Ex Parte Application (And Order) For Temporary Restraining Order, Motion For Preliminary Injunction And For Order Appointing A Receiver
11/22/2019	Exhibits SEALED PER ORDER 5/21/20 Notice Of Lodging Exhibits In Support Of Plaintiff s Ex Parte Application For Temporary Restraining Order, Motion For Preliminary Injunction And For Order Appointing Receiver And Motion For Preliminary Injunction And For Order Appointing A Receiver
11/25/2019	Clerk's Notice of Hearing SEALED PER ORDER 5/21/20 Notice of Hearing
11/27/2019	Clerk's Notice of Nonconforming Document SEALED PER ORDER 5/21/20 Clerk's Notice of Nonconforming Document
12/05/2019	Ex Parte Application SEALED PER ORDER 5/21/20 Ex Parte Application for Temporary Restraining Order, Motion for Preliminary Injunction and for Order Appointing Receiver
12/05/2019	Affidavit of Service SEALED PER ORDER 5/21/20 Affidavit of Service
12/16/2019	Application SEALED PER ORDER 5/21/20 Defendant's Application for Enlargement of Time to Serve Plaintiff
12/17/2019	CANCELED Motion for Preliminary Injunction (9:30 AM) (Judicial Officer Kishner, Joanna S.) <i>Vacated - Set in Error</i> <i>Plaintiff's Motion For Preliminary Injunction</i>
12/17/2019	Affidavit of Service SEALED PER ORDER 5/21/20 Affidavit of Service
12/17/2019	Clerk's Notice of Hearing SEALED PER ORDER 5/21/20 Notice of Hearing
12/27/2019	Notice of Intent to Take Default SEALED PER ORDER 5/21/20 N.R.C.P Rule 55(b), Notice of Intent to Apply for Default
12/30/2019	Opposition and Countermotion SEALED PER ORDER 5/21/20 Defendant's Opposition to Plaintiff's "Motion for Preliminary Injunction and for Order Appointing Receiver" and Defendant's Countermotion for Attorney's Fees and Costs
12/30/2019	Exhibits SEALED PER ORDER 5/21/20 Exhibits to Defendant's Opposition to Plaintiff's "Motion for Preliminary Injunction and for Order Appointing Receiver" and Defendant's Countermotion for Attorney's Fees and Costs
12/31/2019	Answer to Amended Complaint <i>Defendants' Answer to Amended Complaint for Damages and Ancillary Relief</i>
12/31/2019	Initial Appearance Fee Disclosure

053

ROA001116

3/24/2021

<https://www.clarkcountycourts.us/Anonymous/CaseDetail.aspx?CaseID=11986309>

01/03/2020 **SEALED PER ORDER 5/21/20 Initial Appearance Fee Disclosure (NRS Chapter 19)**
Initial Appearance Fee Disclosure
SEALED PER ORDER 5/21/20 Initial Appearance Fee Disclosure

01/03/2020 **Joinder**
SEALED PER ORDER 5/21/20 Joinder to Defendants' Opposition to Plaintiff's Motion for Preliminary Injunction and for Order Appointing Receiver and Defendant's Counter-Motion for Attorneys Fees and Costs

01/03/2020 **Notice**
SEALED PER ORDER 5/21/20 Notice of Defendant's "Motion to Consolidate Cases"

01/06/2020 **Notice of Intent to Take Default**
SEALED PER ORDER 5/21/20 N.R.C.P. Rule 55(b), Notice of Intent to Apply for Default

01/06/2020 **Reply to Opposition**
SEALED PER ORDER 5/21/20 Reply to Opposition to Plaintiff's Motion for Preliminary Injunction and for Order Appointing a Receiver and Opposition to Defendant's Countermotion for Attorney's Fees and Costs

01/06/2020 **Appendix**
SEALED PER ORDER 5/21/20 Appendix of Exhibits in Support to Plaintiff's Reply to Opposition to Plaintiff's Motion for Preliminary Injunction and for Order Appointing a Receiver and Opposition to Defendant's Countermotion for Attorney's Fees and Costs

01/07/2020 **Motion for Preliminary Injunction** (9:30 AM) (Judicial Officer Kishner, Joanna S.)
01/07/2020, 01/14/2020
Petitioner's Motion For Preliminary Injunction And For Order Appointing A Receiver
Result: Continued

01/07/2020 **Opposition and Countermotion** (9:30 AM) (Judicial Officer Kishner, Joanna S.)
01/07/2020, 01/14/2020
Defendant's Opposition to Plaintiff's "Motion for Preliminary Injunction and for Order Appointing Receiver" and Defendant's Countermotion for Attorney's Fees and Costs
Result: Continued

01/07/2020 **All Pending Motions** (9:30 AM) (Judicial Officer Kishner, Joanna S.)
All Pending Motions (1/07/2020)
[Parties Present](#)
[Minutes](#)
Result: Continued

01/08/2020 **Exhibits**
SEALED PER ORDER 5/21/20 Supplemental Exhibits to Defendant's Opposition to Plaintiff's "Motion for Preliminary Injunction and for Order Appointing Receiver" and Defendant's Countermotion for Attorney's Fees and Costs

01/09/2020 **Errata**
SEALED PER ORDER 5/21/20 Errata to Defendant's Answer to "First Amended Complaint for Damages and Ancillary Relief"

01/09/2020 **Exhibits**
SEALED PER ORDER 5/21/20 Supplemental Exhibits to Defendant's Opposition to Plaintiff's "Motion for Preliminary Injunction and for Order Appointing Receiver" and Defendant's Countermotion for Attorney's Fees and Costs

01/10/2020 **Request for Exemption From Arbitration**
SEALED PER ORDER 5/21/20 Request for Exemption from Arbitration

01/13/2020 **Initial Appearance Fee Disclosure**
SEALED PER ORDER 5/21/20 Initial Appearance and Fee Disclosure

01/14/2020 **Motion** (8:45 AM) (Judicial Officer Kishner, Joanna S.)
Defendant's Application for Enlargement of Time to Serve Plaintiff
01/21/2020 Reset by Court to 01/14/2020
Result: Moot

01/14/2020 **All Pending Motions** (8:45 AM) (Judicial Officer Kishner, Joanna S.)
All Pending Motions (1/14/2020)
[Parties Present](#)
[Minutes](#)
Result: Matter Heard

01/14/2020 **Clerk's Notice of Nonconforming Document**
SEALED PER ORDER 5/21/20 Clerk's Notice of Nonconforming Document

01/29/2020 **Commissioners Decision on Request for Exemption - Granted**
SEALED PER ORDER 5/21/20 Commissioner's Decision on Request for Exemption - GRANTED

03/06/2020 **Order**
Order from the January 14, 2020, Hearing

03/09/2020 **Motion to Seal/Redact Records**
SEALED PER ORDER 5/21/20 Motion to Seal Case Records (filed by Hamid Sheikhai)

03/09/2020 **Notice of Entry**
SEALED PER ORDER 5/21/20 Notice of Entry of Order from the January 14, 2020, Hearing

03/10/2020 **Clerk's Notice of Hearing**
SEALED PER ORDER 5/21/20 Notice of Hearing

03/23/2020 **Opposition and Countermotion**
SEALED PER ORDER 5/21/20 Plaintiff's Opposition To Defendant Hamid Sheikhai's Motion To Seal Case Records And Countermotion For Attorney's Fees And Costs

04/09/2020 **Audiovisual Transmission Equipment Appearance Request**
SEALED PER ORDER 5/21/20 Notice of Intent to Appear by Communications Equipment

04/09/2020 **Notice of Intent**
SEALED PER ORDER 5/21/20 Notice of Intent to Appear by Communications Equipment

04/09/2020 **Notice of Intent**
SEALED PER ORDER 5/21/20 Notice of Intent to Appear by Communications Equipment

04/09/2020 **Notice**
SEALED PER ORDER 5/21/20 Notice of Intent to Appear by Communications Equipment

04/09/2020 **Amended Notice**
SEALED PER ORDER 5/21/20 AMENDED NOTICE OF INTENT TO APPEAR BY COMMUNICATION EQUIPMENT

04/13/2020 **Reply to Opposition**
SEALED PER ORDER 5/21/20 Defendant's Reply to Plaintiff's Opposition to Defendant, Hamid Sheikhai's, Motion to Seal Case Records and Opposition to Countermotion for Attorney's Fees and Costs

04/14/2020 **Notice**
SEALED PER ORDER 5/21/20 Notice of Intent to Appear by Communication Equipment

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<https://www.clarkcountycourts.us/Anonymous/CaseDetail.aspx?CaseID=11986309>

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3/24/2021

<https://www.clarkcountycourts.us/Anonymous/CaseDetail.aspx?CaseID=11986309>

04/15/2020 **Motion to Seal/Redact Records** (9:00 AM) (Judicial Officer Kishner, Joanna S.)
04/15/2020, 05/01/2020, 05/08/2020
Defendant Motion to Seal Case Records
[Minutes](#)
04/14/2020 Reset by Court to 04/15/2020
Result: Matter Continued

04/15/2020 **Opposition and Countermotion** (9:00 AM) (Judicial Officer Kishner, Joanna S.)
04/15/2020, 05/01/2020, 05/08/2020
Plaintiff's Opposition To Defendant Hamid Sheikhai's Motion To Seal Case Records And Countermotion For Attorney's Fees And Costs
[Minutes](#)
04/14/2020 Reset by Court to 04/15/2020
Result: Matter Continued

04/15/2020 **All Pending Motions** (9:00 AM) (Judicial Officer Kishner, Joanna S.)
[Parties Present](#)
[Minutes](#)
Result: Matter Heard

04/16/2020 **Notice of Early Case Conference**
SEALED PER ORDER 5/21/20 Notice of Early Case Conference

04/22/2020 **Supplement**
Defendant, Hamid Sheikhai's, Supplement to Motion to Seal Case Records

04/29/2020 **Supplement**
Plaintiff's Supplement to the Opposition to Defendant Hamid Shikhai's Motion to Seal Case Records and Countermotion for Attorney's Fees and Costs

05/01/2020 **All Pending Motions** (3:00 AM) (Judicial Officer Kishner, Joanna S.)
[Minutes](#)
Result: Matter Heard

05/08/2020 **All Pending Motions** (3:00 AM) (Judicial Officer Kishner, Joanna S.)
[Minutes](#)
Result: Minute Order - No Hearing Held

05/21/2020 **Order Granting Motion**
Order Granting Defendant's Motion to Seal Case Records and Denying Plaintiff's Countermotion for Attorney's Fees

05/26/2020 **Joint Case Conference Report**
Joint Case Conference Report

05/26/2020 **Certificate of Service**
Certificate of Service

06/09/2020 **Notice of Appearance**
Notice of Appearance

06/11/2020 **Mandatory Rule 16 Conference Order**
Mandatory Rule 16 Pre-Trial Scheduling Conference Order

06/25/2020 **Audiovisual Transmission Equipment Appearance Request**
Notice of Intent to Appear by Communications Equipment

06/25/2020 **Audiovisual Transmission Equipment Appearance Request**
Notice of Intent to Appear by Communications Equipment

06/25/2020 **Audiovisual Transmission Equipment Appearance Request**
Notice of Intent to Appear by Communications Equipment

07/06/2020 **Notice**
Notice of Intent to Appear by Communications Equipment

07/07/2020 **Mandatory Rule 16 Conference** (10:30 AM) (Judicial Officer Kishner, Joanna S.)
[Parties Present](#)
[Minutes](#)
Result: Trial Date Set

08/05/2020 **Substitution of Attorney**
Substitution of Counsel for Stone & Stone, LLC

08/07/2020 **Motion to Dismiss**
Defendant Stone & Stone, LLC's Motion to Dismiss for Lack of Standing

08/11/2020 **Clerk's Notice of Hearing**
Notice of Hearing

08/17/2020 **Objection**
Objection to Defendant's Stone & Stone Initial Disclosure of Witnesses and Documents

08/17/2020 **Scheduling and Trial Order**
Scheduling Order and Order Setting Civil Non-Jury Trial, Pre-Trial/Trial Setting Conference, Calendar Call/Final Pre-Trial Conference, and Status Check

08/21/2020 **Opposition to Motion to Dismiss**
Plaintiff's Opposition to Defendant Stone & Stone's Motion to Dismiss for Lack of Standing and Countermotion for Attorney's Fees and Costs

08/26/2020 **Motion**
Notice of Motion and Motion to Deem Admissions Admitted (Before the Discovery Commissioner)

08/26/2020 **Amended**
Amended Notice of Motion and Motion to Deem Admissions Admitted (Before the Discovery Commissioner)

08/26/2020 **Clerk's Notice of Hearing**
Notice of Hearing

08/26/2020 **Notice of Change of Hearing**
Notice of Change of Hearing

09/03/2020 **Notice**
Plaintiff's Notice to Vacate Hearing and Plaintiff's Amended Notice of Motion and Motion to Deem Admissions Admitted as to Defendant Stone & Stone

09/08/2020 **Motion**
Motion to File Amended Answer and Counterclaim

09/08/2020 **Clerk's Notice of Hearing**
Notice of Hearing

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<https://www.clarkcountycourts.us/Anonymous/CaseDetail.aspx?CaseID=11986309>

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ROA001118

09/08/2020 **Expert Witness List**
Defendant, Hamid Sheikhai's, Expert Witness List

09/09/2020 **Reply to Opposition**
Reply to Plaintiff's Opposition to Stone's Motion to Dismiss, and Opposition to Countermotion for Fees and Costs

09/09/2020 **Designation of Expert Witness**
Plaintiff's Expert Witness Designation Pursuant to NRCP 16.1

09/09/2020 **Expert Witness Designation**
Defendant's Amended Expert Witness Designation Pursuant to NRCP 16.1

09/10/2020 **List of Witnesses**
Plaintiff's Initial List of Witnesses and Disclosure of Documents

09/14/2020 **Memorandum**
Court's Memo RE: Remote appearance for 9/15/20 hearing

09/14/2020 **Notice of Intent**
Notice of Intent to Appear Remotely

09/15/2020 **Motion to Dismiss** (9:30 AM) (Judicial Officer Kishner, Joanna S.)
Defendant Stone & Stone, LLC's Motion to Dismiss for Lack of Standing
[Parties Present](#)
[Minutes](#)
Result: Denied Without Prejudice

09/17/2020 **Order Denying Motion**
Order Regarding Defendant's Stone & Stone's Motion to Dismiss Heard September 15, 2020

09/17/2020 **Order Denying Motion**
Order After Hearing on September 15, 2020

09/21/2020 **Notice of Entry of Order**
Notice of Entry of Order After Hearing on September 15, 2020

09/22/2020 **Notice of Association of Counsel**
Notice of Association of Counsel

09/22/2020 **Opposition and Countermotion**
Plaintiff's Opposition to Defendant Hamid Sheikhai's Motion to File Amended Answer and Counterclaim and Countermotion for Attorney's Fees and Costs

09/29/2020 **CANCELED Motion** (9:30 AM) (Judicial Officer Truman, Erin)
Vacated
Amended Notice of Motion and Motion to Deem Admissions Admitted
09/29/2020 Reset by Court to 09/29/2020

10/08/2020 **Objection**
Defendant Stone & Stone's Objections to Plaintiff's Initial Early Case Conference List of Witnesses and Documents Pursuant to NRCP 16.1

10/09/2020 **Reply**
Defendant, Hamid Sheikhai's, Reply to Plaintiff's Opposition to Motion to File Amended Answer and Counterclaim and Countermotion for Attorney's Fees and Costs

10/09/2020 **Memorandum**
Court's Memo RE: Remote appearance and Pro Bono line pass for 10/13/20 hearing

10/09/2020 **Notice of Appearance**
Notice of Intent to Appear by Communication Equipment

10/09/2020 **Objection**
Defendant, Hamid Sheikhai's Joinder to Defendant, Stone & Stone, LLC's Objections to Plaintiff's Initial Early Case Conference List of Witnesses and Documents Pursuant to NRCP 16.1

10/11/2020 **Notice of Intent**
Notice of Intent to Appear Remotely

10/12/2020 **Notice of Intent**
Notice of Intent to Appear by Communication Equipment

10/13/2020 **Motion** (9:00 AM) (Judicial Officer Kishner, Joanna S.)
Motion to File Amended Answer and Counterclaim
Result: Granted in Part

10/13/2020 **Opposition and Countermotion** (9:00 AM) (Judicial Officer Kishner, Joanna S.)
Plaintiff's Opposition to Defendant Hamid Sheikhai's Motion to File Amended Answer and Counterclaim and Countermotion for Attorney's Fees and Costs
Result: Denied Without Prejudice

10/13/2020 **All Pending Motions** (9:00 AM) (Judicial Officer Kishner, Joanna S.)
[Parties Present](#)
[Minutes](#)
Result: Matter Heard

11/06/2020 **Affidavit of Service**
Affidavit of Service

11/10/2020 **Stipulation and Order to Extend Discovery Deadlines**
Stipulation and Order to Extend Discovery Deadlines and Continue Trial (First Request)

11/10/2020 **Amended Order Setting Civil Non-Jury Trial**
Amended Order Setting Civil Non-Jury Trial, Pre-Trial/Trial Setting Conference, Calendar Call/Final Pre-Trial Conference, and Status Check

11/10/2020 **Notice of Entry of Stipulation and Order**
Notice of Entry of Stipulation and Order Regarding Discovery Deadlines and Trial

11/10/2020 **Stipulation and Order**
Stipulation and Order Regarding Discovery Deadlines and Trial

11/19/2020 **Motion to Consolidate**
Motion to Consolidate Cases

11/20/2020 **Clerk's Notice of Hearing**
Notice of Hearing

12/03/2020 **Opposition and Countermotion**
Plaintiff's Opposition to Hamid Sheikhai's Motion to Consolidate Cases and Countermotion for Attorney's Fees and Costs

12/09/2020 **Order**
Order RE: Defendant's Motion for Leave to Amend the Answer and Counterclaim

12/17/2020 **CANCELED Status Check** (9:00 AM) (Judicial Officer Kishner, Joanna S.)
Vacated - per Order

3/24/2021

<https://www.clarkcountycourts.us/Anonymous/CaseDetail.aspx?CaseID=11986309>

12/18/2020 **Notice of Entry of Order**
Notice of Entry of Order Re: Defendant's Motion for Leave to Amend the Answer and Counterclaim

01/07/2021 **Memorandum**
Court's Memo RE: Resetting of matters to January 21, 2021, at 9:30 a.m.

01/11/2021 **Reply to Opposition**
Defendant, Hamid Sheikhai's Reply to Plaintiff's Opposition to Motion to Consolidate Cases and Countermotion for Attorney's Fees and Costs

01/21/2021 **Stipulation and Order**
Stipulation and Order to Vacate All Hearings Pending Settlement

01/25/2021 **Notice of Entry of Stipulation and Order**
Notice of Entry of Stipulation and Order to Vacate Hearings Pending Settlement

01/29/2021 **Notice of Withdrawal**
NOTICE OF WITHDRAWAL PURSUANT TO SUPREME COURT RULE 46

02/11/2021 **CANCELED Pre Trial Conference** (10:15 AM) (Judicial Officer Kishner, Joanna S.)
Vacated - per Order

02/11/2021 **CANCELED Motion to Consolidate** (9:30 AM) (Judicial Officer Kishner, Joanna S.)
Vacated - per Stipulation and Order
Defendant's Motion to Consolidate Cases
01/08/2021 Reset by Court to 01/21/2021
01/21/2021 Reset by Court to 02/11/2021

02/11/2021 **CANCELED Opposition and Countermotion** (9:30 AM) (Judicial Officer Kishner, Joanna S.)
Vacated - per Stipulation and Order
Plaintiff's Opposition to Hamid Sheikhai's Motion to Consolidate Cases and Countermotion for Attorney's Fees and Costs
01/08/2021 Reset by Court to 01/21/2021
01/21/2021 Reset by Court to 02/11/2021

03/09/2021 **CANCELED Calendar Call** (9:00 AM) (Judicial Officer Kishner, Joanna S.)
Vacated - per Order

03/12/2021 **Status Check** (3:00 AM) (Judicial Officer Kishner, Joanna S.)
[Minutes](#)
 Result: Minute Order - No Hearing Held

03/12/2021 **CANCELED Minute Order** (3:00 AM) (Judicial Officer Kishner, Joanna S.)
Vacated

03/14/2021 **Substitution of Attorney**
Substitution of Attorney

03/15/2021 **CANCELED Non-Jury Trial** (9:00 AM) (Judicial Officer Kishner, Joanna S.)
Vacated - per Order

03/15/2021 **Notice of Withdrawal of Attorney**
Notice of Withdrawal of Attorney

03/22/2021 **Memorandum**
*Court's Memo RE: Remote Appearance Information for March 25, 2021, Hearing **PLEASE REVIEW IN ITS ENTIRETY***

03/23/2021 **Notice of Appearance**
Notice of Appearance for Defendant Stone & Stone

03/25/2021 **Status Check** (9:00 AM) (Judicial Officer Kishner, Joanna S.)
Status Check: Settlement Documents

04/15/2021 **CANCELED Status Check: Trial Readiness** (9:00 AM) (Judicial Officer Kishner, Joanna S.)
Vacated - per Stipulation and Order

05/27/2021 **CANCELED Pre Trial Conference** (10:15 AM) (Judicial Officer Kishner, Joanna S.)
Vacated - per Stipulation and Order

06/22/2021 **CANCELED Calendar Call** (9:00 AM) (Judicial Officer Kishner, Joanna S.)
Vacated - per Stipulation and Order

06/28/2021 **CANCELED Non-Jury Trial** (9:00 AM) (Judicial Officer Kishner, Joanna S.)
Vacated - per Stipulation and Order

FINANCIAL INFORMATION

	Defendant Sheikhai, Hamid		
	Total Financial Assessment		223.00
	Total Payments and Credits		223.00
	Balance Due as of 03/24/2021		0.00
12/31/2019	Transaction Assessment		223.00
12/31/2019	Efile Payment	Receipt # 2019-77671-CCCLK	Sheikhai, Hamid (223.00)
	Defendant Stone & Stone		
	Total Financial Assessment		449.50
	Total Payments and Credits		449.50
	Balance Due as of 03/24/2021		0.00
01/03/2020	Transaction Assessment		223.00
01/03/2020	Efile Payment	Receipt # 2020-00475-CCCLK	Stone & Stone (223.00)
01/13/2020	Transaction Assessment		223.00
01/13/2020	Efile Payment	Receipt # 2020-02173-CCCLK	Stone & Stone (223.00)
03/23/2021	Transaction Assessment		3.50
03/23/2021	Efile Payment	Receipt # 2021-17243-CCCLK	Stone & Stone (3.50)

Petitioner Botnari, Victor

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<https://www.clarkcountycourts.us/Anonymous/CaseDetail.aspx?CaseID=11986309>

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ROA001120

3/24/2021	https://www.clarkcountycourts.us/Anonymous/CaseDetail.aspx?CaseID=11986309			
	Total Financial Assessment			270.00
	Total Payments and Credits			270.00
	Balance Due as of 03/24/2021			0.00
09/09/2019	Transaction Assessment			270.00
09/09/2019	Efile Payment	Receipt # 2019-55016-CCCLK	Botnari, Victor	(270.00)

Exhibit 5

DISTRICT COURT
CLARK COUNTY, NEVADA

Other Civil Matters

COURT MINUTES

January 07, 2021

A-19-805955-C Vitiok LLC, Plaintiff(s)
vs.
SLC, LLC, Defendant(s)

January 07, 2021 09:00 AM All Pending Motions

HEARD BY: Johnson, Susan COURTROOM: RJC Courtroom 15D

COURT CLERK: Cromer, Keri

RECORDER: Ramirez, Norma

REPORTER:

PARTIES PRESENT:

Bradley J. Hofland	Attorney for Counter Defendant, Plaintiff
Douglas C. Crawford	Attorney for Counter Defendant, Plaintiff
Lorien K Cole	Attorney for Counter Claimant, Cross Claimant, Defendant
Marshal Shawn Willick	Attorney for Counter Claimant, Cross Claimant, Defendant
Michael B. Lee	Attorney for Cross Defendant, Defendant
Michael N. Matthis	Attorney for Cross Defendant, Defendant
Todd M. Leventhal	Attorney for Counter Defendant, Plaintiff

JOURNAL ENTRIES

EVIDENTIARY HEARING: MR. SHEIKHAI'S MOTION FOR PRELIMINARY INJUNCTION
Court advised counsel they needed to use full captions so it could keep track of the parties;
further advised the following Cross Defendants needed to be removed from the case: Larisa
Mereora, Thomas Mulkins, Nina Grozav, Ion Neagu, Alisa Neagu, and NNG, LLC

Openings statements by Ms. Cole and Mr. Crawford. Colloquy regarding disparagement;
stipulation made that neither party shall disparage the other or their respective businesses.
Hamid Sheikhai SWORN and TESTIFIED. Exhibits presented (see worksheet). Arguments by
Mr. Crawford in support of additional witness testimony and exhibit supplementation;
requested a 3-week continuance. Arguments by Ms. Cole in opposition to a continuance.
COURT ORDERED, Motion for Preliminary Injunction DENIED with respect to taking the posts
off; if in his possession, Mr. Botnari to give Mr. Sheikhai a copy of the customer list; counsel to
compose a joint letter to send to all customers advising that Mr. Botnari owned Universal
Motors and Mr. Sheikhai owned Zip Zap Auto and the customers could go to either company
for service; parties could not disparage each other or the opposing businesses. Court advised
it wanted to be made aware of any future bad reviews. Ms. Cole expressed her concern
regarding the letter being marketing for another business that customers could use. Mr.
Crawford to prepare the order; opposing counsel to review as to form and content.

**PLAINTIFF'S MOTION TO DISMISS DEFENDANT'S COUNTERCLAIM AND CROSS
CLAIMS**

Court expressed its inclinations. Prior rulings reviewed. COURT ORDERED, Motion
GRANTED IN PART as to cause of action 6; DENIED IN PART as to causes of action 2, 3, 4,
5, 7, and 8; 1st cause of action UNDER ADVISEMENT. COURT FURTHER ORDERED, jury

Printed Date: 1/8/2021

Page 1 of 2

Minutes Date:

January 07, 2021

Prepared by: Keri Cromer

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demand STRICKEN. Mr. Crawford to prepare the order; opposing counsel to review as to form and content.

DEFENDANT'S MOTION FOR SUMMARY JUDGMENT, OR IN THE ALTERNATIVE, PARTIAL SUMMARY JUDGMENT, LEAVE TO AMEND, AND FOR STAY...PLAINTIFF'S OPPOSITION TO DEFENDANTS' MOTION FOR SUMMARY JUDGMENT, OR IN THE ALTERNATIVE, PARTIAL SUMMARY JUDGMENT, LEAVE TO AMEND, AND FOR STAY AND COUNTERMOTION FOR ATTORNEY'S FEES AND COSTS

Arguments by Mr. Willick and Mr. Crawford regarding whether or not there were genuine issues of material fact. COURT ORDERED, Motion DENIED; stay DENIED; suggested more discovery be done. Mr. Crawford to prepare the order; opposing counsel to review as to form and content.


Exhibit 6


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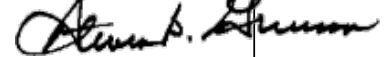
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Attorneys for Plaintiff/Counter-Defendant
SLC LLC

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

SLC LLC, a Nevada limited liability company,	)	Case No. A-21-835625-C
	)	Dept. No. 4
Plaintiff,)	
vs.	)	PLAINTIFF/COUNTER-DEFENDANT
	)	SLC LLC'S EVIDENTIARY
LARISA MEREORA, an individual, et al.,	)	OBJECTIONS TO DECLARATION OF
	)	BRADLEY HOF LAND FILED IN
Defendants.	)	SUPPORT OF DEFENDANTS /
	)	COUNTER-CLAIMANTS MOTION
	)	FOR SUMMARY JUDGMENT
)	
)	
)	
)	
LARISA MEREORA, and individual, et al.,	)	<i>[Concurrently filed with Memorandum of Points and Authorities in Opposition to Motion for Summary Judgment; Request for Judicial Notice; Declaration of Robert A. Rabbat; Declaration of Hamid Sheikhai]</i>
Counterclaimants,)	
vs.)	
	)	Date: April 28, 2022
	)	Time: 9:00 AM
SLC LLC, a Nevada limited liability company,	)	Location: RJC Courtroom 03C
	)	Regional Justice Center
Counterdefendant.	)	200 Lewis Ave.
	)	Las Vegas, NV 89101

**PLAINTIFF'S EVIDENTIARY OBJECTIONS TO HOF LAND DECLARATION FILED
IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT**

Plaintiff/counter-defendant SLC LLC (“SLC”) respectfully submits the following objections to the Declaration of Bradley J. Hofland, submitted in support of defendants/counter-claimants’ Motion for Summary Judgment. SLC respectfully requests that the Court sustain the evidentiary objections and strike the evidence referenced below, which fails to meet the required standard of admissibility.

Objected-to Portion of DECLARATION OF BRADLEY J. HOFLAND	Grounds for Objection	ORDER
<p>¶ 2 “Attached and Marked as Exhibit “A” in the Appendix of Exhibits are true and correct copies of the cited provisions contained in the 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.”</p>	<p>Not Supported by Admissible Evidence. Nev. R. Civ. P. 56(c)(2).</p> <p>Lacks Foundation. NRS 52.015</p> <p>Lacks Personal Knowledge/ Speculation. NRS 52.025.</p>	<p>Sustained __ Overruled __</p> <p>Sustained __ Overruled __</p> <p>Sustained __ Overruled __</p>
<p>¶ 3 “Attached and Marked as Exhibit “B” in the Appendix of Exhibits are true and correct copies of the cited provisions contained in the stipulation and Order for Dismissal of Action filed in Case No. A-19-805955-C on May 21, 2021.”</p>	<p>Not Supported by Admissible Evidence. Nev. R. Civ. P. 56(c)(2).</p> <p>Lacks Foundation. NRS 52.015</p> <p>Lacks Personal Knowledge/ Speculation. NRS 52.025.</p>	<p>Sustained __ Overruled __</p> <p>Sustained __ Overruled __</p> <p>Sustained __ Overruled __</p>

Objected-to Portion of DECLARATION OF BRADLEY J. HOFLAND	Grounds for Objection	ORDER
<p>¶ 4</p> <p>“Attached and Marked as Exhibit “C” in the Appendix of Exhibits are true and correct copies of the cited provisions contained in the Complaint filed on June 2, 2021.”</p>	<p>Not Supported by Admissible Evidence. Nev. R. Civ. P. 56(c)(2).</p> <p>Lacks Foundation. NRS 52.015</p> <p>Lacks Personal Knowledge/ Speculation. NRS 52.025.</p>	<p>Sustained __</p> <p>Overruled __</p> <p>Sustained __</p> <p>Overruled __</p> <p>Sustained __</p> <p>Overruled __</p>
<p>¶ 5</p> <p>“Attached and Marked as Exhibit “D” in the Appendix of Exhibits are true and correct copies of the cited provisions contained in the Motion to Suspend Monthly Payments to Defendant filed in Case No. D-18-575686-L on May 5, 2020”</p>	<p>Not Supported by Admissible Evidence. Nev. R. Civ. P. 56(c)(2).</p> <p>Lacks Foundation. NRS 52.015</p> <p>Lacks Personal Knowledge/ Speculation. NRS 52.025.</p>	<p>Sustained __</p> <p>Overruled __</p> <p>Sustained __</p> <p>Overruled __</p> <p>Sustained __</p> <p>Overruled __</p>
<p>¶ 6</p> <p>“Attached and Marked as Exhibit “E” in the Appendix of Exhibits are true and correct copies of the cited provisions contained in Plaintiff’s Opposition to Defendant’s Motion to Amended of Make Additional Findings of Fact; to Alter or Amend the Judgment;</p>	<p>Not Supported by Admissible Evidence. Nev. R. Civ. P. 56(c)(2).</p> <p>Lacks Foundation. NRS 52.015</p> <p>Lacks Personal Knowledge/ Speculation. NRS 52.025.</p>	<p>Sustained __</p> <p>Overruled __</p> <p>Sustained __</p> <p>Overruled __</p> <p>Sustained __</p> <p>Overruled __</p>

Objected-to Portion of DECLARATION OF BRADLEY J. HOFLAND	Grounds for Objection	ORDER
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.”		
<p>¶ 7</p> “Attached and Marked as Exhibit “F” in the Appendix of Exhibits are true and correct copies of the cited provisions contained in 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.”	<p>Not Supported by Admissible Evidence. Nev. R. Civ. P. 56(c)(2).</p> <p>Lacks Foundation. NRS 52.015</p> <p>Lacks Personal Knowledge/ Speculation. NRS 52.025.</p> <p>Best Evidence Rule</p> <p>The purported document is incomplete.</p>	<p>Sustained __</p> <p>Overruled __</p> <p>Sustained __</p> <p>Overruled __</p> <p>Sustained __</p> <p>Overruled __</p> <p>Sustained __</p> <p>Overruled __</p>

Objected-to Portion of DECLARATION OF BRADLEY J. HOFLAND	Grounds for Objection	ORDER
<p>¶ 8 “Attached and Marked as Exhibit “G” in the Appendix of Exhibits are true and correct copies of the cited provisions contained in the 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.”</p>	<p>Not Supported by Admissible Evidence. Nev. R. Civ. P. 56(c)(2).</p> <p>Lacks Foundation. NRS 52.015</p> <p>Lacks Personal Knowledge/ Speculation. NRS 52.025.</p>	<p>Sustained __ Overruled __</p> <p>Sustained __ Overruled __</p> <p>Sustained __ Overruled __</p>
<p>¶ 9 “Attached and Marked as Exhibit “H” in the Appendix of Exhibits are true and correct copies of the cited provisions contained in 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.”</p>	<p>Not Supported by Admissible Evidence. Nev. R. Civ. P. 56(c)(2).</p> <p>Lacks Foundation. NRS 52.015</p> <p>Lacks Personal Knowledge/ Speculation. NRS 52.025.</p> <p>Best Evidence Rule The purported document is incomplete.</p>	<p>Sustained __ Overrule __</p> <p>Sustained __ Overruled __</p> <p>Sustained __ Overruled __</p> <p>Sustained __ Overruled __</p>
<p>¶ 10 “Attached and Marked as Exhibit “I” in the Appendix of</p>	<p>Not Supported by Admissible Evidence. Nev. R. Civ. P. 56(c)(2).</p>	<p>Sustained __ Overruled __</p>

Objected-to Portion of DECLARATION OF BRADLEY J. HOFLAND	Grounds for Objection	ORDER
Exhibits are true and correct copies of the cited provisions contained in 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.”	Lacks Foundation. NRS 52.015 Lacks Personal Knowledge/ Speculation. NRS 52.025. Best Evidence Rule The purported document is incomplete.	Sustained __ Overruled __ Sustained __ Overruled __ Sustained __ Overruled __
¶ 11 “Attached and Marked as Exhibit “J” in the Appendix of Exhibits are true and correct copies of the cited provisions contained in Defendant’s Opposition to Plaintiff’s Motion for Preliminary Injunction and countermotion for Attorney’s Fees and Costs filed in Case No. A-19-805955-C on December 16, 2019.”	Not Supported by Admissible Evidence. Nev. R. Civ. P. 56(c)(2). Lacks Foundation. NRS 52.015 Lacks Personal Knowledge/ Speculation. NRS 52.025.	Sustained __ Overruled __ Sustained __ Overrule __ Sustained __ Overruled __
¶ 12 “Attached and Marked as Exhibit “K” in the Appendix of Exhibits are true and correct copies of the cited provisions	Not Supported by Admissible Evidence. Nev. R. Civ. P. 56(c)(2). Lacks Foundation. NRS 52.015	Sustained __ Overruled __ Sustained __ Overruled __

Objected-to Portion of DECLARATION OF BRADLEY J. HOFLAND	Grounds for Objection	ORDER
<p>contained in Page7, line 23 and Page 8, line 1 of Defendant's Opposition to Plaintiff's Motion for Preliminary Injunction and countermotion for Attorney's Fees and Costs filed in Case No. A-19-805955- C on December 16, 2019."</p>	<p>Lacks Personal Knowledge/ Speculation. NRS 52.025.</p> <p>Best Evidence Rule The purported document is incomplete.</p>	<p>Sustained __ Overruled __</p> <p>Sustained __ Overruled __</p>
<p>¶ 13 "Attached and Marked as Exhibit "L" in the Appendix of Exhibits are true and correct copies of the cited provisions contained in Page 13,lines 10 - 14 of Defendant's Opposition to Plaintiff's Motion for Preliminary Injunction and countermotion for Attorney's Fees and Costs filed in Case No. A-19-805955-C on December 16, 2019."</p>	<p>Not Supported by Admissible Evidence. Nev. R. Civ. P. 56(c)(2).</p> <p>Lacks Foundation. NRS 52.015</p> <p>Lacks Personal Knowledge/ Speculation. NRS 52.025.</p> <p>Best Evidence Rule The purported document is incomplete.</p>	<p>Sustained __ Overruled __</p> <p>Sustained __ Overruled __</p> <p>Sustained __ Overruled __</p> <p>Sustained __ Overruled __</p>
<p>¶ 14 "Attached and Marked as Exhibit "M" in the Appendix of Exhibits are true and correct copies of the cited provisions contained in Page 3, line 16-18</p>	<p>Not Supported by Admissible Evidence. Nev. R. Civ. P. 56(c)(2).</p> <p>Lacks Foundation. NRS 52.015</p>	<p>Sustained __ Overruled __</p> <p>Sustained __ Overruled __</p>

Objected-to Portion of DECLARATION OF BRADLEY J. HOFLAND	Grounds for Objection	ORDER
of Defendant, Hamid Sheikhai's Reply to Plaintiff's Opposition to motion to File Amended Answer and Counterclaim and Countermotion for Attorney's Fees and Costs filed in Case No. A-19-805955-C on August 24, 2022."	Lacks Personal Knowledge/ Speculation. NRS 52.025. Best Evidence Rule The purported document is incomplete.	Sustained __ Overruled __ Sustained __ Overruled __
¶ 15 "Attached and Marked as Exhibit "N" in the Appendix of Exhibits are true and correct copies of the cited provisions contained in 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."	Not Supported by Admissible Evidence. Nev. R. Civ. P. 56(c)(2). Lacks Foundation. NRS 52.015 Lacks Personal Knowledge/ Speculation. NRS 52.025. Best Evidence Rule The purported document is incomplete.	Sustained __ Overruled __ Sustained __ Overruled __ Sustained __ Overruled __ Sustained __ Overruled __
¶ 16 "Attached and Marked as Exhibit "O" in the Appendix of Exhibits are true and correct	Not Supported by Admissible Evidence. Nev. R. Civ. P. 56(c)(2). Lacks Foundation. NRS 52.015	Sustained __ Overruled __ Sustained __

Objected-to Portion of DECLARATION OF BRADLEY J. HOFLAND	Grounds for Objection	ORDER
copies of the cited provisions contained in 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."	Lacks Personal Knowledge/ Speculation. NRS 52.025. Best Evidence Rule The purported document is incomplete.	Overruled __ Sustained __ Overruled __ Sustained __ Overruled __
¶ 17 "Attached and Marked as Exhibit "P" in the Appendix of Exhibits are true and correct copies of the cited provisions contained in 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."	Not Supported by Admissible Evidence. Nev. R. Civ. P. 56(c)(2). Lacks Foundation. NRS 52.015 Lacks Personal Knowledge/ Speculation. NRS 52.025. Best Evidence Rule The purported document is incomplete.	Sustained __ Overruled __ Sustained __ Overruled __ Sustained __ Overruled __ Sustained __ Overruled __
¶ 18 "Attached and Marked as Exhibit "Q" in the Appendix of	Not Supported by Admissible Evidence. Nev. R. Civ. P. 56(c)(2).	Sustained __ Overruled __

Objected-to Portion of DECLARATION OF BRADLEY J. HOFLAND	Grounds for Objection	ORDER
Exhibits are true and correct copies of the cited provisions contained in 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."	Lacks Foundation. NRS 52.015 Lacks Personal Knowledge/ Speculation. NRS 52.025. Best Evidence Rule The purported document is incomplete.	Sustained __ Overruled __ Sustained __ Overruled __ Sustained __ Overruled __
¶ 19 "Attached and Marked as Exhibit "R" in the Appendix of Exhibits are true and correct copies of the cited provisions contained in Page 3, line 17 of Defendant, Hamid Sheikhai's Reply to Plaintiff's Opposition to Motion to File Amended Answer and Counterclaim and Countermotion for Attorney's Fees and Costs filed in Case No. A-19-805955-C on August 24, 2020."	Not Supported by Admissible Evidence. Nev. R. Civ. P. 56(c)(2). Lacks Foundation. NRS 52.015 Lacks Personal Knowledge/ Speculation. NRS 52.025. Best Evidence Rule The purported document is incomplete.	Sustained __ Overruled __ Sustained __ Overruled __ Sustained __ Overruled __ Sustained __ Overruled __

Objected-to Portion of DECLARATION OF BRADLEY J. HOFLAND	Grounds for Objection	ORDER
<p>¶ 20</p> <p>“Attached and Marked as Exhibit “S” in the Appendix of Exhibits are true and correct copies of the cited provisions contained in Page 2, lines 9-11 of Application for Temporary Protection Order filed in Case No. A-19-805955-C on October 26, 2020.”</p>	<p>Not Supported by Admissible Evidence. Nev. R. Civ. P. 56(c)(2).</p> <p>Lacks Foundation. NRS 52.015</p> <p>Lacks Personal Knowledge/ Speculation. NRS 52.025.</p> <p>Best Evidence Rule</p> <p>The purported document is incomplete.</p>	<p>Sustained __</p> <p>Overruled __</p> <p>Sustained __</p> <p>Overruled __</p> <p>Sustained __</p> <p>Overruled __</p> <p>Sustained __</p> <p>Overruled __</p>
<p>¶ 21</p> <p>“Attached and Marked as Exhibit “T” in the Appendix of Exhibits are true and correct copies of the cited provisions contained in Page 2, lines 20-23 of Application for Temporary Protection Order filed in Case No. A-19-805955-C on October 26, 2020”.</p>	<p>Not Supported by Admissible Evidence. Nev. R. Civ. P. 56(c)(2).</p> <p>Lacks Foundation. NRS 52.015</p> <p>Lacks Personal Knowledge/ Speculation. NRS 52.025.</p> <p>Best Evidence Rule</p> <p>The purported document is incomplete.</p>	<p>Sustained __</p> <p>Overruled __</p> <p>Sustained __</p> <p>Overruled __</p> <p>Sustained __</p> <p>Overruled __</p> <p>Sustained __</p> <p>Overruled __</p>
<p>¶ 22</p> <p>“Attached and Marked as Exhibit “U” in the Appendix of</p>	<p>Not Supported by Admissible Evidence. Nev. R. Civ. P. 56(c)(2).</p>	<p>Sustained __</p> <p>Overruled __</p>

Objected-to Portion of DECLARATION OF BRADLEY J. HOFLAND	Grounds for Objection	ORDER
Exhibits are 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.”	Lacks Foundation. NRS 52.015 Lacks Personal Knowledge/ Speculation. NRS 52.025. Best Evidence Rule The purported document is incomplete.	Sustained ____ Overruled ____ Sustained ____ Overruled ____ Sustained ____ Overruled ____
¶ 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 Judgment, Leave to Amend and for Stay filed in Case No. A-19-805955- C on December 4, 2020.”	Not Supported by Admissible Evidence. Nev. R. Civ. P. 56(c)(2). Lacks Foundation. NRS 52.015 Lacks Personal Knowledge/ Speculation. NRS 52.025. Best Evidence Rule The purported document is incomplete.	Sustained ____ Overruled ____ Sustained ____ Overruled ____ Sustained ____ Overruled ____
¶ 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-	Not Supported by Admissible Evidence. Nev. R. Civ. P. 56(c)(2). Lacks Foundation. NRS 52.015	Sustained ____ Overruled ____ Sustained ____ Overruled ____

Objected-to Portion of DECLARATION OF BRADLEY J. HOFLAND	Grounds for Objection	ORDER
21 of Motion for Summary Judgment, or in the Alternative, Partial Summary Judgment, Leave to Amend and for Stay filed in Case No. A-19-805955- C on December 4, 2020.”	Lacks Personal Knowledge/ Speculation. NRS 52.025. Best Evidence Rule The purported document is incomplete.	Sustained __ Overruled __ Sustained __ Overruled __
¶ 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 Judgment, Leave to Amend and for Stay filed in Case No. A-19-805955- C on December 4, 2020.”	Not Supported by Admissible Evidence. Nev. R. Civ. P. 56(c)(2). Lacks Foundation. NRS 52.015 Lacks Personal Knowledge/ Speculation. NRS 52.025. Best Evidence Rule The purported document is incomplete.	Sustained __ Overruled __ Sustained __ Overruled __ Sustained __ Overruled __ Sustained __ Overruled __
¶ 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 Judgment,	Not Supported by Admissible Evidence. Nev. R. Civ. P. 56(c)(2). Lacks Foundation. NRS 52.015 Lacks Personal Knowledge/ Speculation. NRS 52.025.	Sustained __ Overruled __ Sustained __ Overruled __ Sustained __ Overruled __

Objected-to Portion of DECLARATION OF BRADLEY J. HOFLAND	Grounds for Objection	ORDER
Leave to Amend and for Stay filed in Case No. A-19-805955- C on December 4, 2020.”	Best Evidence Rule The purported document is incomplete.	Sustained __ Overruled __
¶ 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.”	Not Supported by Admissible Evidence. Nev. R. Civ. P. 56(c)(2). Lacks Foundation. NRS 52.015 Lacks Personal Knowledge/ Speculation. NRS 52.025. Best Evidence Rule The purported document is incomplete.	Sustained __ Overruled __ Sustained __ Overruled __ Sustained __ Overruled __ Sustained __ Overruled __
¶ 28 “Attached and Marked as Exhibit “AA” in the Appendix of Exhibits are true and correct copies of the cited provisions contained in 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.”	Not Supported by Admissible Evidence. Nev. R. Civ. P. 56(c)(2). Lacks Foundation. NRS 52.015 Lacks Personal Knowledge/ Speculation. NRS 52.025. Best Evidence Rule The purported document is incomplete.	Sustained __ Overruled __ Sustained __ Overruled __ Sustained __ Overruled __ Sustained __ Overruled __

Objected-to Portion of DECLARATION OF BRADLEY J. HOFLAND	Grounds for Objection	ORDER
<p>¶ 29</p> <p>“Attached and Marked as Exhibit “BB” in the Appendix of Exhibits are true and correct copies of the cited provisions contained in 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.”</p>	<p>Not Supported by Admissible Evidence. Nev. R. Civ. P. 56(c)(2).</p> <p>Lacks Foundation. NRS 52.015</p> <p>Lacks Personal Knowledge/ Speculation. NRS 52.025.</p> <p>Best Evidence Rule</p> <p>The purported document is incomplete.</p>	<p>Sustained __</p> <p>Overruled __</p> <p>Sustained __</p> <p>Overruled __</p> <p>Sustained __</p> <p>Overruled __</p> <p>Sustained __</p> <p>Overruled __</p>
<p>¶ 30</p> <p>“Attached and Marked as Exhibit “CC” in the Appendix of Exhibits are true and correct copies of the cited provisions contained in 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.”</p>	<p>Not Supported by Admissible Evidence. Nev. R. Civ. P. 56(c)(2).</p> <p>Lacks Foundation. NRS 52.015</p> <p>Lacks Personal Knowledge/ Speculation. NRS 52.025.</p> <p>Best Evidence Rule</p> <p>The purported document is incomplete.</p>	<p>Sustained __</p> <p>Overruled __</p> <p>Sustained __</p> <p>Overruled __</p> <p>Sustained __</p> <p>Overruled __</p> <p>Sustained __</p> <p>Overruled __</p>
<p>¶ 31</p> <p>“Attached and Marked as Exhibit “DD” in the Appendix</p>	<p>Not Supported by Admissible Evidence. Nev. R. Civ. P. 56(c)(2).</p>	<p>Sustained __</p> <p>Overruled __</p>

Objected-to Portion of DECLARATION OF BRADLEY J. HOFLAND	Grounds for Objection	ORDER
of Exhibits are true and correct copies of the cited provisions contained in 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."	Lacks Foundation. NRS 52.015 Lacks Personal Knowledge/ Speculation. NRS 52.025. Best Evidence Rule The purported document is incomplete.	Sustained __ Overruled __ Sustained __ Overruled __ Sustained __ Overruled __
¶ 32 "Attached and Marked as Exhibit "EE" in the Appendix of Exhibits are true and correct copies of the cited provisions contained in 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.	Not Supported by Admissible Evidence. Nev. R. Civ. P. 56(c)(2). Lacks Foundation. NRS 52.015 Lacks Personal Knowledge/ Speculation. NRS 52.025. Best Evidence Rule The purported document is incomplete.	Sustained __ Overruled __ Sustained __ Overruled __ Sustained __ Overruled __
¶ 33 "Attached and Marked as Exhibit "FF" in the Appendix of Exhibits are true and correct copies of the cited provisions contained in Page 17, lines 14-	Not Supported by Admissible Evidence. Nev. R. Civ. P. 56(c)(2). Lacks Foundation. NRS 52.015	Sustained __ Overruled __ Sustained __ Overruled __

Objected-to Portion of DECLARATION OF BRADLEY J. HOFLAND	Grounds for Objection	ORDER
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."	Lacks Personal Knowledge/ Speculation. NRS 52.025. Best Evidence Rule The purported document is incomplete.	Sustained __ Overruled __ Sustained __ Overruled __
¶ 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."	Not Supported by Admissible Evidence. Nev. R. Civ. P. 56(c)(2). Lacks Foundation. NRS 52.015 Lacks Personal Knowledge/ Speculation. NRS 52.025. Best Evidence Rule The purported document is incomplete. Further, there is no signature page showing this response was signed.	Sustained __ Overruled __ Sustained __ Overruled __ Sustained __ Overruled __ Sustained __ Overruled __
¶ 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	Not Supported by Admissible Evidence. Nev. R. Civ. P. 56(c)(2). Lacks Foundation. NRS 52.015 Lacks Personal Knowledge/	Sustained __ Overruled __ Sustained __ Overruled __ Sustained __

Objected-to Portion of DECLARATION OF BRADLEY J. HOFLAND	Grounds for Objection	ORDER
Defendant, Hamid Sheikhai's Response to Plaintiff's First Set of Interrogatories served on July 30, 2020."	Speculation. NRS 52.025. Best Evidence Rule The purported document is incomplete. Further, there is no signature page showing this response was signed.	Overruled __ Sustained __ Overruled __
¶ 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."	Not Supported by Admissible Evidence. Nev. R. Civ. P. 56(c)(2). Lacks Foundation. NRS 52.015 Lacks Personal Knowledge/ Speculation. NRS 52.025. Best Evidence Rule The purported document is incomplete. Further, there is no signature page showing this response was signed.	Sustained __ Overruled __ Sustained __ Overruled __ Sustained __ Overruled __ Sustained __ Overruled __
¶ 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	Not Supported by Admissible Evidence. Nev. R. Civ. P. 56(c)(2). Lacks Foundation. NRS 52.015	Sustained __ Overruled __ Sustained __ Overruled __

Objected-to Portion of DECLARATION OF BRADLEY J. HOFLAND	Grounds for Objection	ORDER
Request for Admission Number 38 of Defendant SLC, LLC's Responses to Plaintiff's First Request for Admissions served on July 28, 2020."	Lacks Personal Knowledge/ Speculation. NRS 52.025. Best Evidence Rule The purported document is incomplete. Further, there is no signature page showing this response was signed.	Sustained __ Overruled __ Sustained __ Overruled __
¶ 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."	Not Supported by Admissible Evidence. Nev. R. Civ. P. 56(c)(2). Lacks Foundation. NRS 52.015 Lacks Personal Knowledge/ Speculation. NRS 52.025. Best Evidence Rule The purported document is incomplete. Further, there is no signature page showing this response was signed.	Sustained __ Overruled __ Sustained __ Overruled __ Sustained __ Overruled __
¶ 39 "Attached and Marked as Exhibit "LL" in the Appendix of Exhibits are true and correct copies of the cited provisions	Not Supported by Admissible Evidence. Nev. R. Civ. P. 56(c)(2). Lacks Foundation. NRS 52.015	Sustained __ Overruled __ Sustained __ Overruled __

Objected-to Portion of DECLARATION OF BRADLEY J. HOFLAND	Grounds for Objection	ORDER
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."	Lacks Personal Knowledge/ Speculation. NRS 52.025. Best Evidence Rule The purported document is incomplete. Further, there is no signature page showing this response was signed.	Sustained ____ Overruled ____ Sustained ____ Overruled ____
¶ 40 "Attached and Marked as Exhibit "MM" in the Appendix of Exhibits are true and correct copies of the cited provisions contained in Response to Interrogatory Number 15 of Defendant SLC LLC's Response to Plaintiff's First Set of Interrogatories served on July 30, 2020."	Not Supported by Admissible Evidence. Nev. R. Civ. P. 56(c)(2). Lacks Foundation. NRS 52.015 Lacks Personal Knowledge/ Speculation. NRS 52.025. Best Evidence Rule The purported document is incomplete. Further, there is no signature page showing this response was signed.	Sustained ____ Overruled ____ Sustained ____ Overruled ____ Sustained ____ Overruled ____ Sustained ____ Overruled ____
¶ 41 "Attached and Marked as Exhibit "NN" in the Appendix of Exhibits are true and correct	Not Supported by Admissible Evidence. Nev. R. Civ. P. 56(c)(2).	Sustained ____ Overruled ____

Objected-to Portion of DECLARATION OF BRADLEY J. HOFLAND	Grounds for Objection	ORDER
copies of the cited provisions contained in Response to Interrogatory Number 17 of Defendant SLC LLC's Response to Plaintiff's First Set of Interrogatories served on July 30, 2020."	Lacks Foundation. NRS 52.015 Lacks Personal Knowledge/ Speculation. NRS 52.025. Best Evidence Rule The purported document is incomplete. Further, there is no signature page showing this response was signed.	Sustained __ Overruled __ Sustained __ Overruled __ Sustained __ Overruled __
¶ 42 "Attached and Marked as Exhibit "OO" in the Appendix of Exhibits are true and correct copies of the cited provisions contained in Response to Interrogatory Number 24 of Defendant SLC LLC's Response to Plaintiff's First Set of Interrogatories served on July 30, 2020."	Not Supported by Admissible Evidence. Nev. R. Civ. P. 56(c)(2). Lacks Foundation. NRS 52.015 Lacks Personal Knowledge/ Speculation. NRS 52.025. Best Evidence Rule The purported document is incomplete. Further, there is no signature page showing this response was signed.	Sustained __ Overruled __ Sustained __ Overruled __ Sustained __ Overruled __
¶ 43 "Attached and Marked as	Not Supported by Admissible Evidence. Nev. R. Civ. P. 56(c)(2).	Sustained __ Overruled __

Objected-to Portion of DECLARATION OF BRADLEY J. HOFLAND	Grounds for Objection	ORDER
<p>Exhibit “PP” in the Appendix of Exhibits are true and correct copies of the cited provisions contained in Response to Interrogatory Number 28 of Defendant SLC LLC’s Response to Plaintiff’s First Set of Interrogatories served on July 30, 2020.”</p>	<p>Lacks Foundation. NRS 52.015</p> <p>Lacks Personal Knowledge/ Speculation. NRS 52.025.</p> <p>Best Evidence Rule The purported document is incomplete. Further, there is no signature page showing this response was signed.</p>	<p>Sustained __ Overruled __</p> <p>Sustained __ Overruled __</p> <p>Sustained __ Overruled __</p>
<p>¶ 44 “Attached and Marked as Exhibit “QQ” in the Appendix of Exhibits are true and correct copies of the cited provisions contained in Response to Interrogatory Number 30 of Defendant SLC LLC’s Response to Plaintiff’s First Set of Interrogatories served on July 30, 2020.”</p>	<p>Not Supported by Admissible Evidence. Nev. R. Civ. P. 56(c)(2).</p> <p>Lacks Foundation. NRS 52.015</p> <p>Lacks Personal Knowledge/ Speculation. NRS 52.025.</p> <p>Best Evidence Rule The purported document is incomplete. Further, there is no signature page showing this response was signed.</p>	<p>Sustained __ Overruled __</p> <p>Sustained __ Overruled __</p> <p>Sustained __ Overruled __</p> <p>Sustained __ Overruled __</p>

Objected-to Portion of DECLARATION OF BRADLEY J. HOFLAND	Grounds for Objection	ORDER
<p>¶ 45</p> <p>“Attached and Marked as Exhibit “RR” in the Appendix of Exhibits are true and correct copies of the cited provisions contained in Response to Interrogatory Number 34 of Defendant SLC LLC’s Response to Plaintiff’s First Set of Interrogatories served on July 30, 2020.”</p>	<p>Not Supported by Admissible Evidence. Nev. R. Civ. P. 56(c)(2).</p> <p>Lacks Foundation. NRS 52.015</p> <p>Lacks Personal Knowledge/ Speculation. NRS 52.025.</p> <p>Best Evidence Rule</p> <p>The purported document is incomplete. Further, there is no signature page showing this response was signed.</p>	<p>Sustained __</p> <p>Overruled __</p> <p>Sustained __</p> <p>Overruled __</p> <p>Sustained __</p> <p>Overruled __</p> <p>Sustained __</p> <p>Overruled __</p>
<p>¶ 46</p> <p>“Attached and Marked as Exhibit “SS” in the Appendix of Exhibits are true and correct copies of the cited provisions contained in Response to Interrogatory Number 30 of Defendant, Hamid Sheikhai’s Response to Plaintiff’s First Set of Interrogatories served on July 30, 2020.”</p>	<p>Not Supported by Admissible Evidence. Nev. R. Civ. P. 56(c)(2).</p> <p>Lacks Foundation. NRS 52.015</p> <p>Lacks Personal Knowledge/ Speculation. NRS 52.025.</p> <p>Best Evidence Rule</p> <p>The purported document is incomplete. Further, there is no signature page showing this response</p>	<p>Sustained __</p> <p>Overruled __</p> <p>Sustained __</p> <p>Overruled __</p> <p>Sustained __</p> <p>Overruled __</p> <p>Sustained __</p> <p>Overruled __</p>

Objected-to Portion of DECLARATION OF BRADLEY J. HOFLAND	Grounds for Objection	ORDER
	was signed.	
<p>¶ 47</p> <p>Attached and Marked as Exhibit “TT” in the Appendix of Exhibits are true and correct copies of the cited provisions contained in 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.”</p>	<p>Not Supported by Admissible Evidence. Nev. R. Civ. P. 56(c)(2).</p> <p>Lacks Foundation. NRS 52.015</p> <p>Lacks Personal Knowledge/ Speculation. NRS 52.025.</p> <p>Best Evidence Rule</p> <p>The purported document is incomplete. Further, there is no signature page showing this response was signed.</p>	<p>Sustained __</p> <p>Overruled __</p> <p>Sustained __</p> <p>Overruled __</p> <p>Sustained __</p> <p>Overruled __</p> <p>Sustained __</p> <p>Overruled __</p>
<p>¶ 48</p> <p>“Attached and Marked as Exhibit “UU” in the Appendix of Exhibits are true and correct copies of the cited provisions contained in 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.”</p>	<p>Not Supported by Admissible Evidence. Nev. R. Civ. P. 56(c)(2).</p> <p>Lacks Foundation. NRS 52.015</p> <p>Lacks Personal Knowledge/ Speculation. NRS 52.025.</p> <p>Best Evidence Rule</p> <p>The purported document is incomplete. Further, there is no</p>	<p>Sustained __</p> <p>Overruled __</p> <p>Sustained __</p> <p>Overruled __</p> <p>Sustained __</p> <p>Overruled __</p> <p>Sustained __</p> <p>Overruled __</p>

Objected-to Portion of DECLARATION OF BRADLEY J. HOFLAND	Grounds for Objection	ORDER
	signature page showing this response was signed.	
<p>¶ 49 “Attached and Marked as Exhibit “VV” in the Appendix of Exhibits are true and correct copies of the cited provisions contained in the 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.”</p>	<p>Not Supported by Admissible Evidence. Nev. R. Civ. P. 56(c)(2).</p> <p>Lacks Foundation. NRS 52.015</p> <p>Lacks Personal Knowledge/ Speculation. NRS 52.025.</p> <p>Best Evidence Rule The purported document is incomplete. Further, there is no signature page showing this response was signed.</p>	<p>Sustained __ Overruled __</p> <p>Sustained __ Overruled __</p> <p>Sustained __ Overruled __</p> <p>Sustained __ Overruled __</p>
<p>¶ 50 “Attached and Marked as Exhibit “WW” in the Appendix of Exhibits are true and correct copies of the cited provisions contained in 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,</p>	<p>Not Supported by Admissible Evidence. Nev. R. Civ. P. 56(c)(2).</p> <p>Lacks Foundation. NRS 52.015</p> <p>Lacks Personal Knowledge/ Speculation. NRS 52.025.</p> <p>Best Evidence Rule The purported document is</p>	<p>Sustained __ Overruled __</p> <p>Sustained __ Overruled __</p> <p>Sustained __ Overruled __</p> <p>Sustained __ Overruled __</p>

Objected-to Portion of DECLARATION OF BRADLEY J. HOFLAND	Grounds for Objection	ORDER
2020.”	incomplete. Further, there is no signature page showing this response was signed.	
¶ 51 “Attached and Marked as Exhibit “XX” in the Appendix of Exhibits are true and correct copies of the cited provisions contained in 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.”	Not Supported by Admissible Evidence. Nev. R. Civ. P. 56(c)(2). Lacks Foundation. NRS 52.015 Lacks Personal Knowledge/ Speculation. NRS 52.025. Best Evidence Rule The purported document is incomplete. Further, there is no signature page showing this response was signed.	Sustained __ Overruled __ Sustained __ Overruled __ Sustained __ Overruled __ Sustained __ Overruled __

Dated: March 28, 2022

ENENSTEIN PHAM & GLASS

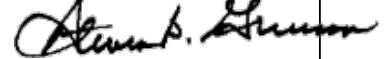
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DISTRICT COURT
CLARK COUNTY, NEVADA

SLC LLC, a Nevada limited liability company,) CASE NO.: A-21-835625-C
	) DEPT NO.: 4
	) ORAL ARGUMENT REQUESTED
Plaintiff,)
)
	) DEFENDANTS' REPLY TO
vs.	) "PLAINTIFF/COUNTER-
	) DEFENDANT SLC LLC'S
	) MEMORANDUM OF POINTS AND
LARISA MEREORA, an individual;	) AUTHORITIES IN OPPOSITION
THOMAS MULKINS, an individual;	) TO DEFENDANTS / COUNTER-
NINA GROZAV, an individual, ION	) CLAIMANTS MOTION FOR
NEAGU, an individual; ALISA	) SUMMARY JUDGMENT; AND
NEAUGU, an individual; MARIA	) REQUEST FOR ATTORNEYS'
REYNOLDS, an individual, NNG LLC,	) FEES FOR DEFENDING
a Nevada Limited Liability Company dba	) IMPROPER RULE REQUEST FOR
UNIVERSAL MOTORCARS;	) SANCTIONS"
UNIVERSAL MOTORCAR LLC, a)
Nevada limited liability company dba)
UNIVERSAL MOTORCARS; DOES I	) Date of Hearing: April 28, 2022
through X and ROE BUSINESS	) Time of Hearing: 9:00 a.m.
ENTITIES through X, inclusive,)
)
Defendants.)

COMES NOW, Defendants Larisa Mereora, Nina Grozav, Ion Neagu, Maria Reynolds, Alisa Neaugu, NNG LLC and Universal Motorcar LLC and hereby files

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1 and submits this Reply to “PLAINTIFF/COUNTER-DEFENDANT SLC LLC’S
2 MEMORANDUM OF POINTS AND AUTHORITIES IN OPPOSITION TO
3 DEFENDANTS / COUNTER-CLAIMANTS MOTION FOR SUMMARY
4 JUDGMENT; AND REQUEST FOR ATTORNEYS’ FEES FOR DEFENDING
5 IMPROPER RULE REQUEST FOR SANCTIONS” and respectfully moves this
6 Court for an Order:

- 7 1. Granting Defendants’ motion for summary judgment;
- 8 2. Dismissing Plaintiff’s complaint against Defendants with prejudice; and
- 9 3. Awarding Defendants’ attorney’s fees and costs for having to defend
10 Plaintiff’s frivolous complaint and the filing of the motion for summary
11 judgment.
- 12 4. Denying any relief requested by Plaintiff/Counter-Defendant SLC, LLC;
13 and
- 14 5. Addressing any additional relief deemed appropriate by this Honorable
15 Court.

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

20 Dated this 21st day of April, 2022.

21
22 HOF LAND TOMSHECK

23
24 By: /s/ Bradley J. Hofland
25 Bradley J. Hofland, Esq.
26 Nevada Bar Number: 006343
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1 Indeed, with scrutiny and the throwing out, or disregard, of Plaintiff's
2 irrelevant phrases, legally untenable propositions, and illogical and unsupported
3 non sequiturs, it is believed the Court will readily conclude, as do the named
4 Defendants herein, that Plaintiff improperly commenced the instant action.
5 Plaintiff lacks legal standing to bring this case, is abusing the legal system, and
6 wasting this Court's valuable time and resources. Hamid's bad faith cannot be
7 condoned and his abuse of the legal system must not be allowed. Summary
8 judgment in favor of the Defendants and dismissal of the subject action in its
9 entirety is both warranted and required.

10 II.

11 Statement of Facts

12 Because the facts of this case are fatal to Plaintiff's case, Plaintiff crafts an
13 "opposition" that consists of unsupported accusations, false characterizations, and
14 unsubstantiated and irrelevant supposed "facts" to confuse, mislead, and distract
15 from the impropriety of its actions and its inability to maintain this action as a
16 matter of law. Though inaccurate and untruthful, Plaintiff expects to achieve
17 credibility only through repetition of the repeated falsehoods. Of course, the law
18 does not afford Plaintiff such luxury. Indeed, as the Nevada Supreme Court once
19 observed, "Calling a duck a horse does not change the fact it is still a duck."³

20 As a threshold matter, it is significant to note Plaintiff *does not* provide in his
21 "opposition" a statement of facts. Plaintiff's failure is both intentional and telling,
22 and more importantly, damning to Plaintiff. Plaintiff fails to do so because the
23 actual *facts* of this case lend no support to Plaintiff, and rather than concede its
24 ethical violations, its violations of rules and law, and its violation of its duty of
25 candor owed this Court, and dismiss this action in its entirety, Plaintiff instead

26
27

³ *Wolff v. Wolff*, 112 Nev. 1355, 929 P.2d 916 (1996).
28

1 resorts to the fabrication of “fact”, the interment or utter disregard of the dispositive
2 facts, and incessant focus on the irrelevant, peripheral and meaningless.

3 However, the fact remains the facts provided by the Defendants remain
4 unchallenged. While Plaintiff presents an indirect and nonresponsive “argument”
5 of its characterization of the facts, the law is clear that arguments of counsel are not
6 evidence⁴.

7 Although Plaintiff’s “opposition” lacks rational claims, cogent argument, or
8 legally tenable claims, given the disturbing level of Plaintiff’s untrue and self-
9 serving conclusions and claims, Defendants will provide the much-needed
10 clarification, correction and context that Plaintiff withheld from the Court⁵. To
11 assist the Court, the discrediting of Plaintiff’s opposition will follow the rambling
12 course blazed by Plaintiff.

13 **Misrepresentations within Introduction of Plaintiff’s Opposition.**

- 14 • **Misrepresentation.** Plaintiff falsely represent public records show the
15 Defendants were never named parties to “that” prior case⁶.

16 **Truth.** Public records unequivocally establish the named Defendants in
17 this action were named in the underlying civil action against SLC, LLC⁷.

18 **Result.** Plaintiff/SLC is barred/prohibited from bringing/maintaining this
19 action because of the Settlement and as a matter of law.

- 20 • **Misrepresentation.** Plaintiff misstates NRCP 56 and falsely represents
21 the motion for summary judgment is not supported by “any” admissible
22 evidence.

23 **Truth.** Defendants cited to “materials in the record” and referenced no
24 less than 50 exhibits—evidence that was not only not objected to by
25 Plaintiff, but in many instances, provided by Plaintiff.

26 ⁴ See *Nev. Ass’n Servs. v. Eighth Judicial Dist. Court*, 130 Nev. 949, 338 P.3d 1250
27 (2014) (holding counsel’s arguments are not evidence establishing the facts of the
28 case.); *SFR Invs. Pool 1, LLC v. U.S.Bank, N.A.* 449 P.3d 461 (2019).

⁵ For the sake of brevity, Plaintiff’s statement of facts provided this Court in the
underlying motion, which remain undisputed, is incorporated herein by reference

⁶ Plaintiff’s opposition (“PO”), page 2, lines 6-7.

⁷ Compare caption naming Defendants as “Cross-Defendants” in Civil Action A-
19-805955-C with the caption in the instant case. See also subject motion for
summary judgment, page 4. Submitted herewith as **Exhibit “C”**.

1 **Result.** Plaintiff’s unsupported claim of a “dispute” is legally insufficient
2 to prevent summary judgment. Based upon the evidence, there is no
3 genuine dispute as to any material fact and Defendants are entitled to
4 judgment as a matter of law.

- 5 • **Misrepresentation.** Plaintiff falsely represents that even with Plaintiff not
6 being the real party in interest, the Court may not dismiss the complaint—
7 misstating NRCP 17 for support.

8 **Reality.** NRCP provides no support to Plaintiff or its opposition. Indeed,
9 NRCP 17 *mandates* an action be prosecuted in the name of the real party
10 in interest. Here, SLC LLC does not own Zip Zap Auto or any of its
11 assets, does not have a financial interest in, or receive a financial benefit
12 from Zip Zap Auto—Hamid is the owner of all such interests, and SLC
13 LLC only acts at the direction of Hamid (who settled all claims with the
14 Defendants in the above referenced Settlement). Accordingly, with the
15 settlement, Hamid cannot be joined or substituted into this action.

16 **Result.** The express mandate of NRCP 17 requires summary judgment
17 and the dismissal of the instant action.

- 18 • **Misrepresentation.** Plaintiff falsely (and hypocritically⁸) represents
19 Defendants once again requested Rule 11 sanctions.

20 **Reality.** Defendants have never requested, let alone “once again”
21 requested, or ever filed a motion for Rule 11 sanctions. Defendants have
22 merely exposed Plaintiffs bad faith and utter disregard of the parameters
23 that must be followed when commencing an action or filing with the
24 Court.

25 **Result.** The evidence confirms Plaintiff’s motion is (1) improper,
26 impermissible, and unreasonable, (2) that the action is not warranted, and
27 (3) that its factual contentions lack evidentiary support—which not only
28 warrant summary judgment and dismissal, but enables this Court to
29 sanction Plaintiff on its own initiative.

30 **Misrepresentations within Standard for Summary Judgment** 31 **argued by Plaintiff.**

- 32 • **Misrepresentation.** Plaintiff failed to disclose the standard applicable to
33 **Plaintiff** when faced when opposing summary judgment.

34 **Reality.** Counsel for SLC LLC was ethically obligated, and required by
35 law, to disclose to the Court the legal authority adverse to its position⁹—
36 Plaintiff failed to do so. Indeed, Plaintiff failed to disclose the fact that

37 ⁸ Despite Plaintiff making the argument that the procedural requirements of NRCP
38 11 were not followed, the Plaintiff violates those very requirements in section VI of
39 its opposition. See page 10.

40 ⁹ See *Archanian v. State*, 122 Nev. 1019, 145 P.3d 1008 (2006).

1 “There is *no* genuine issue of material fact if the party opposing the
2 motion ‘fails to make an adequate showing sufficient to establish the
3 existence of an element essential to that party’s case, and on which that
4 party will bear the burden of proof at trial.’”¹⁰ Notably, issues of material
5 fact *must* be supported by evidence, and conclusory allegations that are
6 unsupported *cannot* defeat a motion for summary judgment.¹¹

7 Plaintiff also failed to disclose its burden of production. With respect
8 to burdens of proof and persuasion in the summary judgment context,
9 Nevada courts have adopted the federal approach as outlined in *Celotex v.*
10 *Catrett*, 477 U.S. 317 (1986)¹². Specifically, the party moving for
11 summary judgment bears the initial burden of production to show the
12 absence of a genuine issue of material fact¹³. Upon such a showing, *the*
13 *party opposing summary judgment assumes a burden of production to*
14 *show the existence of a genuine issue of material fact*¹⁴.

Result. Because Plaintiff concealed, and failed to sustain its burden of
production, Defendants are entitled to summary judgment as a matter of
law.

Result. Plaintiff has failed to sustain its burden necessary to stave off
summary judgment.

14 III

15 Legal Argument/Analysis

16 Plaintiff’s opposition is a rambling, deliberately misleading and confusing,
17 narrative consisting of untrue statements, legally unsound argument, and
18 voluminous non sequiturs. Plaintiff laces its argument with recognizable catch
19 phrases and terms hoping to conceal the fact their arguments are legally untenable.
20 For example, Plaintiff represents that “because there are factual disputes” summary
21 judgment should not be entered¹⁵. Not surprisingly, Plaintiff misstates the law to
22 mislead this Court and evade summary judgment.

23
24 ¹⁰ *Taylor v. List*, 880 F.2d 1040, 1045 (1989), *quoting Celotex Corp. v. Catrett*, 477
25 U.S. 317, 322 (1986); *see also Ray v. Continental W. Ins. Co.*, 920 F. Supp. 1094,
1097 (1994) (emphasis supplied).

26 ¹¹ *Taylor*, at 880 F.2d at 1045; *Ray*, 920 F. Supp. At 1097 (emphasis supplied).

27 ¹² *See Cuzze v. Univ. and Comm. Col. Sys of NV*, 172 P.3d 131, 134 (2007)

28 ¹³ *Id.*

¹⁴ *Id.*

¹⁵ PO, page 3

1 The law is clear that the existence of factual disputes alone is insufficient to
2 prevent summary judgment. Indeed, “[o]nly disputes over facts that might affect
3 the outcome of the suit under the governing law will properly preclude the entry of
4 summary judgment. ***Factual disputes that are irrelevant or unnecessary will not***
5 ***be counted.***”¹⁶ As firmly established in Defendants underlying motion¹⁷, there are
6 no material factual disputes that Plaintiff can (or has) demonstrated to overcome its
7 burden.

8 Plaintiff also characterizes Defendants’ motion for summary judgment as
9 having “two legs”, but grossly mischaracterizes them because the bipedal
10 locomotion of those “two legs” firmly necessitate summary judgment. Indeed,
11 when the “two legs” (mischaracterized by Plaintiff) are examined, it is clearly and
12 unmistakably established that summary judgment is not only warranted, but that
13 Plaintiff’s commencement of the instant action was done in bad faith, in violation
14 of NRCP 11, and in violation of the Settlement Agreement.

15 **A. Plaintiff is not the real party in interest and lacks standing to**
16 **commence and/or maintain this action.**

17 In this section of Plaintiff’s opposition, concerted effort is devoted by
18 Plaintiff to conceal the irrefutable fact that Plaintiff is ***not*** the real party in interest
19 (as required by NRCP 17) and lacks standing to commence and/or maintain the
20 instant action.

21 Notably, Plaintiff conceals the controlling precedent that ***prohibit*** a plaintiff
22 from litigating the rights and interests of others, and instead somehow incredulously
23 expect this Court to allow Plaintiff to maintain the action simply because of their
24 representation that they have “sufficient interest in the litigation” and because they
25

26
27 ¹⁶ *Wood v. Safeway*, 121 Nev. 724, 730, 121 P.3d 1026, 1030 (2005).

28 ¹⁷ Which for the sake of brevity, such authority, evidence, and argument, are
incorporated herein by reference.

1 “will vigorously and effectively present its case”¹⁸. Frankly, that is not the law and
2 their position is legally insufficient¹⁹.

3 As noted in *Wilderness Soc’y v. Kane Cnty.*²⁰, a plaintiff “must assert his own
4 legal rights and interests, and **cannot** rest his claim to relief on the legal rights or
5 interests of third parties”²¹. In *Jacobs v. Adelson*²², the Nevada Supreme Court held
6 the significant interest of the recipient requires review of the recipient's legal
7 relationship to the litigation, not their interest as an observer. Moreover, the nature
8 of the recipient's interest in or connection to the litigation is a "case-specific, fact-
9 intensive inquiry"²³.

10 Continuing, while Plaintiff cites, *Schwartz v. Lopez*²⁴, 132 Nev. 732 (2016),
11 Plaintiff disturbingly omits mention of the “injury” **requirement**²⁵, but
12 understandably does so because Plaintiff is unable to meet that requirement. A
13 party lacks standing if it does not have an actual and substantial interest in, or
14 would not be benefited or harmed by, the ultimate outcome of an action²⁶. In other
15 words, a person who invokes the judicial process lacks “standing” if he, or those
16 whom he properly represents, does not have a real interest in the ultimate
17 adjudication because the actor has neither suffered nor is about to suffer any injury
18 of significant magnitude reasonably to assure that all of the relevant facts and issues
19
20

21 ¹⁸ PO, page 4.

22 ¹⁹ Indeed, the Rules of Civil Procedure, including NRCP 11 and NRCP 17, are
23 designed to prevent the commencement and filing of frivolous suits, and simply
24 having an “interest” or a willingness to vigorously litigate, does not allow one to
circumvent those rules.

25 ²⁰ 632 F.3d 1162, 1168 (2011) (emphasis provided).

26 ²¹ *Id.* at 1168; *See also* NRCP 17.

27 ²² 130 Nev. 408, 325 P.3d 1282 (2014)

28 ²³ *See Shapiro v. Welt*, 133 Nev. 35, 389 P.3d 262 (2017).

²⁴ 132 Nev. 732, 382 P.3d 886 (2016).

²⁵ 132 Nev. at 743.

²⁶ *See City of Santa Monica cv. Stewart*, 126 Cal.App.4th 43(2005)

1 will be adequately presented. Significantly, Hamid testified that he, and not SLC
2 LLC, was the one that was harmed financially²⁷.

3 In this case, Plaintiff has *never* owned nor had a legally recognizable interest
4 in Zip Zap Auto²⁸; Plaintiff has *never* owned nor had a legally recognizable interest
5 in any of the assets of Zip Zap Auto²⁹; and Plaintiff derives absolutely *no* financial
6 benefit from Zip Zap Auto³⁰. These facts were repeatedly set forth in *two* prior
7 cases that were ultimately resolved by way of a Settlement Agreement³¹.

8 In addition to the multiple filings, discovery, and other evidence on record
9 and which Defendants provided this Court with the underlying motion and this
10 Reply, it is significant to note Hamid further testified, *under oath*, before Judge
11 Johnson and with SLC LLC also appearing and being represented, that Hamid was
12 the sole owner of Zip Zap Auto, including “all the equipment, all the inventory, the
13 computer data base with the client list and the point of sale, cam jobs, all furniture,
14 fixtures, equipment that was on the premises and all the signage³². Hamid also
15 testified that he never relinquished ownership of the intellectual property, websites
16 and all the domains, to anyone³³.

20 ²⁷ Transcript, 1/7/21, page 88. Significantly, Judge Johnson stated she “did not hear
21 any evidence about how—that [Hamid’s] business actually—that he actually
22 suffered a loss in his business, SLC, LLC”. p. 135. See **Exhibit “L”**.

23 ²⁸ Motion for summary judgment, pages 6-14, exhibits “C” through “Z” and “AA”
24 through “XX”, submitted therewith and incorporated herein by reference.

25 ²⁹ *Id.*

26 ³⁰ See SLC’s Responses To Interrogatories, Number 30 (emphasis provided),
27 submitted herewith as **Exhibit “D”**.

28 ³¹ Case D-18-575686-L and Case A-19-805955-C; see also subject motion, pages 6-
13.

³² Transcript, 1/7/21, page 27, 29, provided in **Exhibit “M”**, see also p. 52 where
Judge Johnson was informed that Hamid “had *full control and ownership* over Zip
Zap Auto), as well as pages 85,

³³ *Id.*, page 42. **Exhibit “N”**.

1 Moreover, Hamid testified that he is the sole owner of SLC LLC³⁴ and
2 Plaintiff has previously admitted that SLC only follows the directives and direction
3 given by Hamid³⁵. Hamid also testified that the customers of Zip Zap Auto were
4 his customers³⁶, not the customers of SLC LLC.

5 Significantly, *Plaintiff/SLC LLC does not do business at all*. SLC LLC
6 does *not* have any financial stake in Zip Zap Auto, does *not* receive any financial
7 benefits from Zip Zap Auto, nor does SLC LLC have any financial obligations
8 pertaining to Zip Zap Auto. In short, SLC LLC has *not* sustained any recognizable
9 injury to merit litigation and is not the real party in interest. SLC is simply, and
10 admittedly³⁷, following the direction of Hamid³⁸, and simply resurrecting the
11 *identical claims* against the *identical defendants* that Hamid brought against the
12 Defendants in this case that he named in case number A-19-805955-C—the case
13 which was *dismissed with prejudice* against all parties in accordance with the
14 Settlement Agreement³⁹, improperly and impermissibly using SLC LLC as a means
15 of violating the Settlement Agreements and NRCP 17. The Court cannot allow
16 such abuse of the legal system and process to continue.

17 Plaintiff incredulously ignores the mandate that only the real party in interest
18 may commence and maintain an action, ignores the requirement that there be a
19 legally recognizable “injury”, and grasping “catch words”, argues it’s violations of
20 the Settlement Agreement and NRCP 17 should be allowed by this Court because
21 they have a “significant” stake in the resolution of this case (which is patently
22 untrue), and because they will “vigorously and effectively present” the case.

23
24 ³⁴ See Transcript, page 79. **Exhibit “O”**.

25 ³⁵ SLC’s Responses to Request for Admissions No. 39 (emphasis provided),
submitted herewith as **Exhibit “B”**

26 ³⁶ Transcript, page 87, submitted as **Exhibit “P”**.

27 ³⁷ *Id.*

28 ³⁸ *Id.*

³⁹ See **Exhibit “A”** (Stipulation for Settlement) and Stipulation for Dismissal of
Action, submitted herewith as **Exhibit “Q”**

1 Of course, just because you have an “interest” in the lawsuit, or promise to
2 vigorously litigate the matter, does not vest one with “standing”, make you the real
3 party in interest, or allow one to circumvent NRCP 17 and controlling precedent.
4 Allowing such would open the flood gates of frivolous and retaliatory litigation,
5 condone the abuse of the legal process, and produce absurd and unsustainable
6 results. Plaintiff’s representation that Hamid changed the entity that owned Zip Zap
7 Auto from Samir, LLC to SLC LLC is a patent lie⁴⁰, it is expressly contrary to the
8 voluminous representations and evidence Hamid and SLC previously provided
9 through prior litigation⁴¹, and made because the truth requires this Court dismissing
10 this action and granting defendants summary judgment. Plaintiff’s lack of candor is
11 inexcusable and sanctionable—yet maintained throughout its opposition.

12 In furtherance of Plaintiff’s lack of candor is its reliance, once again, on legal
13 terms and “catch words” as a means of suggesting merit, when in reality, the
14 conclusions are unsupported, incorrect and contrary to law. Of note, with Plaintiff
15 not being the real party in interest *as required by NRCP 17*, Plaintiff’s argue that
16 even if that is the case, the Court “may not dismiss an action for failure to prosecute
17 in the name of the real party in interest until, after an objection, a reasonable time
18 has been allowed for the real party in interest to ratify, join, or be substituted into
19 the action.”⁴² Plaintiff then falsely claims they have until October 18, 2022 to add
20 the real party in interest. In reality, they have no time to do so at all.

21 As clearly established by Hamid’s representations and admissions, SLC
22 LLC’s representations and admissions, and the more than fifty exhibits and records
23

24 ⁴⁰ In fact, state records confirm that Samir LLC was *dissolved* November 16, 2015,
25 *see Exhibit “E”*, and SLC LLC wasn’t even formed until April 22, 2016 (*see*
26 *Exhibit “F”*). Thus, even if the evidence did not conclusively prove Hamid is the
27 sole owner of Zip Zap Auto, it is a legal impossibility for SLC LLC to have
obtained anything from Samir LLC because Samir LLC was *nonexistent* at the time
SLC was formed. As such, Plaintiff’s statement is patently false.

28 ⁴¹ *See infra, see also* subject motion for summary judgment.

⁴² PO, page 4, lines 20-22 through page 5, lines 1-3.

1 provided the Court and found in the record, Hamid is the **only** party that has a
2 legally recognizable interest in Zip Zap Auto, Hamid is the real party in interest,
3 and Hamid is barred from commencing or maintaining this action because of that
4 evidence and the Stipulation for Settlement (**Exhibit “A”**) and the Stipulation for
5 Dismissal (**Exhibit “B”**). Hamid is simply attempting to circumvent those binding
6 stipulations, evade the prohibitions of NRC 17 and controlling precedent, to
7 maintain an identical suit against the identical Defendants that has been dismissed
8 with prejudice, by replacing his name with SLC LLC (who only does what Hamid
9 directs them to do)⁴³. Hamid endeavors to make a mockery of the legal system.

10 While Plaintiff “argues” there are material issues of fact, his “arguments” and
11 untrue and unsupported representations are legally insufficient. It is well
12 established that issues of material fact **must** be supported by evidence, and
13 conclusory allegations that are unsupported **cannot** defeat a motion for summary
14 judgment.⁴⁴ The law imposes upon the party opposing summary judgment a burden
15 of production to show the existence of a genuine issue of material fact⁴⁵. Review of
16 Plaintiff’s opposition confirms the **only** “support” provided by SLC LLC is
17 Hamid’s declaration⁴⁶. Such a declaration is woefully inadequate to create a
18 material fact sufficient to prevent summary judgment.

19 “An admitting party is barred from denying that which it has already
20 admitted⁴⁷. It has been firmly established, in great detail, that SLC LLC and Hamid
21 have both admitted that SLC LLC does not own Zip Zap Auto or any of its assets,
22 that SLC has no financial interest in Zip Zap Auto, that SLC does not do business,
23
24

25 ⁴³ See **Exhibit “B”**.

26 ⁴⁴ *Taylor*, at 880 F.2d at 1045; *Ray*, 920 F. Supp. At 1097 (emphasis supplied).

27 ⁴⁵ See *Cuzze v. Univ. and Comm. Col. Sys of NV*, 172 P.3d 131, 134 (2007)

28 ⁴⁶ See PO, addressing Defendants’ “first leg”, pages 3 through 5.

⁴⁷ *La-Tex Partn. v. Deters*, 893 P.2d 361, 365 (Nev. 1995) (citing *Wagner v. Carex Investigations & Sec. Inc.*, 93 Nev. 627, 632, 572 P.2d 921, 924 (1977)).

1 and that SLC only follows the direction of Hamid⁴⁸. The general rule “is that a
2 party cannot create an issue of fact by an affidavit”⁴⁹, and Hamid’s declaration is
3 insufficient to stave off summary judgment against SLC LLC.

4 Indeed, as noted by the court, “[I]f a party who has been examined at length
5 on deposition could raise an issue of fact simply by submitting an affidavit
6 contradicting his own prior testimony, this would greatly diminish the utility of
7 summary judgment as a procedure for screening out sham issues of fact.”⁵⁰
8 However, Hamid and SLC LLC are doing that very thing—and shockingly,
9 expecting this court to allow such.

10 In conclusion, Plaintiff has not produced the necessary support to establish
11 they are the real party in interest, that they are asserting their own rights, that they
12 have been injured in any way, and are allowed by court rule and/or precedent to
13 maintain this action. Having failed to sustain its burden is fatal to Plaintiff’s
14 opposition. In sum, Defendants are entitled to summary judgment and this matter
15 should be dismissed in its entirety.

16 **B. Plaintiff’s argument the Defendants are not part of the**
17 **Stipulated Settlement is both factually incorrect and legally**
18 **unsound.**

19 As a threshold matter, because SLC LLC is not the real party in interest, they
20 are disallowed as a matter of rule and law to commence and maintain the instant
21 matter. That fact alone entitles Defendants to summary judgment and obviates the
22 need to even consider the prohibition of this litigation pursuant to the Stipulation
23 for Settlement. Notwithstanding, given the egregious misrepresentations of
24

25 ⁴⁸ See Defendants’ underlying motion for summary judgment; see also *infra*.

26 ⁴⁹ *Kennedy v. Allied Mut. Ins. Co.*, 952 F.2d 262, 266 (9th Cir. 1991) (citations
omitted).

27 ⁵⁰ *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 Plaintiff, both of fact and law, appropriate correction, clarification, and context
2 (which Plaintiff elected to conceal from this Court) will be provided.

3 First, the purported factual background crafted by Plaintiff is grossly
4 inaccurate and, for purposes of summary judgment, irrelevant and legally
5 insufficient. Rather than cite facts supported by the record—Plaintiff instead, once
6 again, relies heavily on the self-serving “declaration” of Hamid⁵¹. As established
7 above, such a declaration is meaningless and provides no support for Plaintiff’s
8 opposition. Notwithstanding, in Plaintiff’s narrative, Plaintiff admits to the three
9 cases that were the subject of the Stipulated Settlement⁵².

10 Thereafter, Plaintiff grossly misrepresents the history of the earlier action
11 involving SLC LLC and the “orders” therefrom. Plaintiff conceals the vital history
12 that completely undermines Plaintiff’s defense. In Plaintiff’s opposition, SLC LLC
13 *admits* that the named defendants in this action, to wit: LARISA MEREORA, an
14 individual; THOMAS MULKINS, an individual; NINA GROZAV, an individual,
15 ION NEAGU, an individual; ALISA NEAUGU, an individual; and NNG LLC, a
16 Nevada Limited Liability Company dba UNIVERSAL MOTORCARS, were in
17 fact, *also* named as Cross-Defendants by Hamid in the underlying SLC LLC. action
18 (A-19-805955-C)⁵³.

19 Plaintiff then references an October 10, 2020 order in the first SLC LLC
20 action where Hamid was given leave to file an amended answer and counterclaim⁵⁴.
21 Plaintiff conceals that twelve (12) days *later*, on October 22, 2020, Hamid, and
22 more importantly, *SLC LLC*, filed a “Complaint for Damages and Demand for Jury
23 Trial; Defendant Hamid Sheikhai’s Answer, Counterclaim, and Cross Claims, and
24

25
26 ⁵¹ See PO, pages 5-7.

27 ⁵² Cases D-18-575686-L; A-19-080595-C (*involving SLC LLC*); and A-19-
801513-P, collectively referred to as the “Pending Lawsuits”. See **Exhibit “A”**.

28 ⁵³ See PO, page 6, lines 4-6.

⁵⁴ A true and correct copy is submitted herewith as **Exhibit “G”**.

1 Demand for Jury Trial⁵⁵, again naming the above identified individuals (who are the
2 named defendants in this action), as well as Universal Motorcars (also named in
3 this action) as “Cross-Defendants” in that action. Four days after that, on October
4 26, 2020, Hamid and SLC LLC. filed an amended Answer, Counterclaim, and
5 Cross Claims, and Demand for Jury Trial—wherein the same parties were again
6 mentioned. Plaintiff’s representation that the defendants were never named or
7 considered as parties is demonstratively untrue.

8 The following month, November 24, 2020, a motion was filed to dismiss
9 Defendants’ counterclaim and cross claims⁵⁶. The next month, December 4, 2020,
10 **SLC LLC** and Hamid filed a motion for summary judgment—expressly referenced
11 in the caption of such filing was the “Related Actions”⁵⁷ (which SLC LLC strives to
12 conceal with a misleading narrative. Those motions were heard on January 7, 2021.
13 While the lower court’s minutes do state “the following Cross Defendants needed
14 to be removed from the case: Larisa Mereora, Thomas Mulkins, Nina Grozav, Ion
15 Neagu, Alisa Neagu, and NNG, LLC”, such language irrefutably confirms those
16 individuals (and the named Defendants in this case) were still named and
17 recognized as parties to that action⁵⁸.

18 Of course, it is well-established that a “district court’s minute order is
19 ineffective for any purpose and cannot be appealed, and a written order or judgment
20 must be filed before a district court ruling can be appealed⁵⁹. On that note, the
21 Plaintiff *never* prepared a written order from that hearing and thus, all orders
22 remained subject to reconsideration, subject to additional findings, and subject to
23

24 ⁵⁵ A true and correct copy is submitted herewith as **Exhibit “H”**.

25 ⁵⁶ A true and correct copy is submitted herewith as **Exhibit “I”**.

26 ⁵⁷ A true and correct copy is submitted herewith as **Exhibit “J”**.

27 ⁵⁸ A true and correct copy of the January 7, 2021 court minutes is submitted
28 herewith as **Exhibit “K”**.

⁵⁹ See *Middleton v. Merchs. Bonding Co.*, 390 P.3d 963 (2017); *Hefetz v. Beavor*,
132 Nev. 977 (2016) (*holding journal entry of district court orally dismissing
counterclaims is ineffective*).

1 NRCP 60(b) relief⁶⁰. Before the time for such hearings closed, the parties entered
2 into the subject Settlement Agreement.

3 Further, Plaintiff grossly distorts the application of the minute order.
4 Notably, Plaintiff conceals the fact that Judge Johnson informed the parties that
5 “you can’t have somebody a cross-defendant unless they were a defendant in the
6 primary action. So we need to have that amended”⁶¹. The Court went on to simply
7 declare, based upon the fact that the because the cross-defendants named by Hamid
8 and SLC LLC were not defendants in the primary action, that “Larisa Mereora,
9 Mulkins -- Thomas Mulkins, Nina Grozav, Ion Neagu, Alisa Neagu and NNG, LLC
10 are not listed as *cross-defendants* in the case. Okay.”⁶² Judge Johnson made that
11 ruling because the case involved the primary action, the counterclaim, and third-
12 party action. Thus, *the cross-defendants were not ordered to be “removed from*
13 *the case” as reflected in the minutes and represented by Plaintiff*. Judge Johnson
14 simply stated they could not be listed as “cross-defendants”—which is why the law
15 does not allow minutes to be used for any purpose.

16 Accordingly, the reliance Plaintiff seeks to obtain from the journal entry is
17 ill-judged and for the reasons set forth above, no support for Plaintiff’s argument
18 can be derived therefrom. In short, at the time the parties entered into the
19 Settlement negotiations, the removal of the named “cross-defendants” or their being
20 included as cross-claimants or part of the third-party action, had not been
21 memorialized to an order, and thus, were certainly part of, and included with, the
22 Botnari parties at the time the Stipulation for Settlement was reached. As such, any
23

24 ⁶⁰ Plaintiff also had a pending motion for reconsideration and related relief that had
25 been filed on January 15, 2021, that was also never addressed because of the above
referenced Settlement Agreement.

26 ⁶¹ Transcript of January 7, 2021 hearing, page 5, lines 8-10; A true and correct copy
27 is submitted herewith as **Exhibit “P”**.

28 ⁶² Transcript of January 7, 2021 hearing, page 5, lines 8-17.

1 actions against the defendants, by either SLC LLC., Hamid, or any of the Hamid
2 parties, is prohibited by the Settlement Agreement.

3 As a final measure of Plaintiff's bad faith, Plaintiff notes that the Defendants
4 never executed the stipulation and by some warped logic, are not entitled to the
5 terms and conditions of the Settlement. Of course, the plain language of the
6 settlement, coupled with the subsequent actions of SLC LLC and Hamid, confirm
7 the argument to lack merit. Further, it should be noted that SLC LLC, Zohreh
8 Amiryavari, nor Stone & Stone, "executed" the Stipulation for Settlement—but
9 SLC's current counsel certainly did. There is no question the Stipulated Settlement
10 included all parties, including the named Defendants.

11 As such, Plaintiff's endeavor to exclude the named parties in the matter that
12 was settled and dismissed with prejudice and reinitiate the same claims against the
13 same parties in this action through SLC LLC, who is not the real party in interest, is
14 factually and legally infirm. Thus, this case must be dismissed pursuant to NRC
15 17 and pursuant to the Stipulation for Settlement.

16 **C. Plaintiff is unable to satisfy the requisite elements of the claims**
17 **set forth in the instant action, and thus, the matter must be**
18 **dismissed.**

19 Plaintiff seems to believe that it can create a disputed material fact simply by
20 disagreeing. As established above, Plaintiff is required to prove the existence of a
21 material fact in dispute, and a mere declaration is legally insufficient. Of course,
22 not only is Plaintiff unable to sustain its burden, Plaintiff's claims have firmly been
23 disproven by the evidence and record.

24 ***Plaintiff is unable to present or prove violations of the trade secret act.***

25 Plaintiff now—when faced with the inevitability of summary judgment,
26 asserts whether the customer list does not belong to SLC is "disputed", but in
27 reality, ***there is no dispute that SLC never owned the customer list.*** As such,
28 Plaintiff never owned, nor ever owned, a trade secret. A detail overlooked by
Plaintiff, but fatal to their opposition. As detailed and documented extensively in

1 Defendants' underlying motion—and in this Reply, Hamid maintained, in multiple
2 courts, and both Hamid and SLC admitted, that Hamid owned 100% of Zip Zap
3 Auto and its assets. In fact, review of the complaint filed by Hamid **and** SLC LLC
4 in Case No. A-19-805955-C (**Exhibit “H”**, pages 12-13) with the underlying
5 Complaint (submitted herewith for the Court's convenience as **Exhibit “L”**) shows
6 Hamid **and SLC LLC** declared to the Court with the claim of violation of Uniform
7 Trade Secret Act, as it related to Zip Zap Auto, that the business was Hamid's—**not**
8 SLC's, and that Hamid—not SLC, sustained damages.

9 Thus, Plaintiff's purported “dispute” is in word only, woefully inadequate,
10 and contrary to the position taken and claims made by Hamid and SLC in the earlier
11 civil matter; **all evidence**, including admissions and filings of **both** Hamid **and**
12 SLC, confirm SLC's having **never** owned the customer list is not in dispute.

13 Thus, that fact, coupled with the fact that Plaintiff/SLC LLC **never** owned
14 Zip Zap Auto, **never** owned *any* of the assets of Zip Zap Auto, **never** operated Zip
15 Zap Auto, **never** derived a financial benefit from Zip Zap Auto, has **no** financial
16 interest in Zip Zap Auto, unmistakably confirms SLC is not the real party in interest
17 to pursue alleged violations of the trade secret act for something SLC LLC never
18 owned, had rights to, or had a legally recognized interest in.

19 ***Plaintiff is unable to establish the requisite elements of deceptive***
20 ***trade practices.***

21 The law firmly establishes that a mere dispute created by declaration or
22 affidavit, absent any supporting evidence, is insufficient to prevent summary
23 judgment⁶³. The undisputed facts that Hamid owned and owns 100% of Zip Zap
24 Auto, all of its assets, all of its intellectual properties, derives all of the financial
25 benefits of Zip Zap Auto, and that SLC LLC has no recognizable interests to
26 pursue, and that SLC LLC only does what Hamid instructs them to do, has been
27 confirmed and proven at length through the repeated representations of Hamid and

28 ⁶³ See *supra*.

1 SLC LLC, through discovery and under oath, and through filings and in person
2 testimony. The facts contained in the instant complaint reference only Zip Zap
3 Auto—not SLC LLC.

4 Accordingly, SLC LLC is not the real party in interest, and despite Plaintiff's
5 argument, lacks standing to maintain this action. Plaintiff's expectation that their
6 mere registering Zip Zap Auto as a fictitious name, in light of the above irrefutable
7 and undisputed facts, is meaningless. Indeed, aside from having no recognized
8 legal interests, review of Plaintiff's exhibit shows no less than five (5) other LLC's
9 that have also "registered" Zip Zap Auto" as a fictitious name⁶⁴. It must also be
10 remembered that Hamid *and* SLC expressly represented and maintained that Zip
11 Zap Auto was Hamid's business—*not* SLC's, and that Hamid owned Zip Zap
12 Auto—*not* SLC. **See Exhibit "H"**

13 Any "interest" that SLC LLC now claims, or assurance that it will follow the
14 directives of Hamid and "vigorously and effectively" present the case that was
15 subject to the Stipulated Settlement, is legally insufficient to consider them the real
16 party in interest or to vest them with standing—not to mention to allow them to
17 violate and circumvent the express terms and intent of the Stipulated Settlement.

18 ***Plaintiff is unable to sustain a cause of action for defamation.***

19 Because the undisputed facts (and admissions of Hamid and SLC LLC)
20 prove SLC never owned Zip Zap Auto, never owned any of its assets, never derived
21 any financial benefit from Zip Zap Auto, has no financial interest in Zip Zap Auto,
22 that Zip Zap Auto was Hamid's business⁶⁵, and that Hamid owns 100% of SLC
23 LLC, and that SLC LLC only follows the directives and direction given by Hamid,
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25 ⁶⁴ Including, ARDI LLC (whose manager(s) are employed by Hamid), BIBIS LLC,
26 SAMIR LLC, JENS, INC, and VITIOK LLC.

27 ⁶⁵ See also Motion to file Amended Answer and Counterclaim, filed 10/22/2020 ¶
28 32 (SHEIKHAI retained 100% ownership and control of all equipment,
miscellaneous assets, and intellectual property pertaining to Zip ZapAuto), ¶ 72
(Zip Zap Auto was Hamid's business); ¶ 95 (Zip Zap Auto was Hamid's business);

1 there is absolutely no basis in which SLC LLC can maintain the subject cause of
2 action.

3 In fact, in the motion to amend filed by Hamid and SLC, it is expressly
4 admitted that the claim for defamation was solely pertaining to Hamid's business—
5 not the "business" of SLC LLC.⁶⁶ For the above reasons, whether not being the real
6 party in interest, lacking standing, because of the Stipulated Settlement, coupled
7 with the fact SLC LLC is unable to show any injury or damages (as noted by Judge
8 Johnson in the other civil matter established above) or because of the express
9 admissions of both Hamid and SLC LLC., the claim for defamation cannot stand,
10 must be dismissed and summary judgment entered.

11 *Plaintiff's cursory mention of the "fourth, fifth, and sixth causes of*
12 *action" is predicated upon its inability to provide any support or*
13 *basis to maintain such actions.*

14 As a threshold matter, the above claims mirror the claims that Hamid and
15 SLC LLC brought in the other civil matter involving SLC LLC, Case No. A-19-
16 805955-C, but in a transparent attempt to circumvent the Settlement Agreement and
17 NRCP 17, SLC LLC has simply removed Hamid as the real party in interest and
18 substituted SLC LLC in his place⁶⁷. However, the facts confirm SLC LLC is not
19 the real party in interest and SLC's actions are unethical, unprofessional, and in bad
20 faith.

21 Plaintiff/SLC LLC has the burden, and is required to prove, with reference to
22 the record and actual evidence, that they are the real party in interest, that they have
23 standing, and that they have sustained a recognizable injury. However, Plaintiff is

24 ⁶⁶ Id., ¶ 104.

25 ⁶⁷ Compare Exhibit H, pages 15 through 18, where Hamid and SLC LLC declared
26 Hamid was the real party in interest on the claims of Intentional Interference with
27 Prospective Economic Advantage, Civil Conspiracy, and Conversion/Trespass to
28 Chattel, with the instant complaint, pages 10 through 13, where SLC LLC simply
substitutes itself in the place of Hamid. ***The law does not allow SLC LLC to do
such a thing*** or make such knowing misrepresentations.

1 unable to sustain its burden, the evidence confirms that fact, and thus, Plaintiff is
2 only able to make verbal claims and argument—violating the duty of candor owed
3 to this Court in the process—even though verbal assertions alone are insufficient
4 and unsustainable.

5 Plaintiff wrongfully commenced this action, cannot overcome its burden, and
6 the action must be dismissed. Defendants are entitled to summary judgment.

7 ***Plaintiff's commentary to the claim of unjust enrichment is likewise***
8 ***factually incorrect and legally unsound.***

9 The fact Plaintiff conceals the elements of unjust enrichment is telling.
10 Plaintiff cites *Certified Fire Prot. Inc. v. Precision Constr.*⁶⁸, but withholds
11 discussion of the vital elements that must be shown and grossly misapplies its
12 holding.

13 In *Certified*, the Nevada Supreme Court expressly held:

14 Unjust enrichment exists when the plaintiff confers a benefit on the
15 defendant, the defendant appreciates such benefit, and there is
16 "acceptance and retention by the defendant of such benefit under
17 circumstances such that it would be inequitable for him to retain the
18 benefit without payment of the value thereof." (citations omitted)

19 In this case, not only has Plaintiff not conferred a benefit upon the
20 defendants, Plaintiff does not even allege having done so in the instant complaint⁶⁹.
21 The allegation is made that Defendants benefitted from Defendants' actions—not
22 from the actions of the Plaintiff. Defendants have never had any interactions,
23 dealings, contractual or business relations with SLC LLC, and it has clearly been
24 confirmed Plaintiff lacks the ability to maintain the actions on behalf of Hamid.

25 Plaintiff has crafted an opposition that is riddled with "catch words" to
26 present the appearance of relevance, but the opposition, in its entirety, unravels
27 when the opposition is scrutinized, the evidence is considered, the Plaintiff's lack of

28 ⁶⁸ 128 Nev. 371, 283 P.3d 250 (2012).

⁶⁹ See instant complaint, pages 13-14.

1 evidence is recognized, and Plaintiff's conclusions are determined to be both untrue
2 and unsupported.

3 The evidence also firmly establishes that SLC LLC is not the real party in
4 interest in this action and is judicially estopped from asserting such a position⁷⁰.
5 That, coupled with the mandates of NRCP 17, the express terms of the Settlement
6 Agreement, and Plaintiff's failure to sustain its burden, mandate the dismissal of all
7 actions and the granting of Defendants' motion for summary judgment.

8 ***Plaintiff's attention to the Abuse of Process Counterclaim is needless***
9 ***and irrelevant.***

10 There is no question (1) Plaintiff has violated the duty of candor owed to this
11 Court; (2) Plaintiff is not the real party in interest in this action; (3) Plaintiff is not
12 the real party in interest in this action; (4) Plaintiff violated NRCP 17; (4) Plaintiff
13 disregarded and violated the Stipulation for Settlement; (5) Plaintiff failed to
14 sustain its burden needed to stave off summary judgment; and given its bad faith,
15 (6) violated NRCP 11.

16 In light of the above, Plaintiff's claim Defendants fail "[t]o the extent [they]
17 seek summary judgment of the Counterclaim", is patently false and disproven by
18 the overwhelming and irrefutable evidence provided by Defendants and the record
19 itself. While Plaintiff can choose to ignore the evidence and facts of this case, and
20 substitute a false narrative in their place, this Court cannot do the same and the
21 legal system does not afford Plaintiff such luxury.

22 ***Plaintiff's expressed entitlement to attorney's fees under Rule 11 not***
23 ***only confirms the continued abuse of the process, but is patently***
24 ***absurd.***

25 Given Plaintiff's overall dishonesty, bad faith, unclean hands, violation of
26 court rules and utter disregard of the law—it is difficult to determine where to

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28 ⁷⁰ See *Sterling Builders, Inc. v. Fuhrman*, 80 Nev. 543, 549, 396 P.2d 850, 854
(1964).

1 begin. Notwithstanding, Plaintiff's bad faith is confirmed with its carelessness and
2 brazen hypocrisy in claiming attorney's fees.

3 First, Plaintiff attributes fault to Defendants for failing to file a separate
4 motion for "sanctions under Rule 11", but incredulously seeks fees despite not
5 filing the very motion the Plaintiff represents is necessary in order to be awarded
6 such sanctions. Of course, review of Defendants' motion for summary judgment
7 confirms Defendants simply disclosed the multiple violations of Rule 11 committed
8 by Plaintiff and correctly presented Rule 11 as one of many bases to award
9 Defendants attorney's fees. Review of Rule 11 itself, which Plaintiff apparently
10 has failed to do, or carelessly did, allows the Court to impose such sanctions on its
11 own initiative—without the filing of any motion whatsoever. See NRCP 11(c)(3).

12 When Plaintiff's actions are compared with the evidence and NRCP 11, there
13 is no question Plaintiff's complaint:

- 14 (1) Was prepared without reasonable inquiry or with complete disregard of
15 the applicable facts and controlling legal authority;
- 16 (2) Is being presented for an improper and impermissible purpose, seeking to
17 maintain the claims previously brought by Hamid, in order to harass,
18 needlessly increase the cost of litigation, to circumvent the Settlement
19 Agreement and NRCP 17;
- 20 (3) Lacks the requisite legal support for the claims and contentions raised
21 therein; and
- 22 (4) Lacks the requisite evidentiary support.

23 In short, Plaintiff not only violated NRCP 11, Plaintiff's complaint is the epitome
24 of what is disallowed and prohibited by court rules and law, and the maneuver to
25 manipulate the legal system and this Court must not be condoned.

26 Defendants are unquestionably entitled to an award of attorney's fees and
27 costs for having to address Plaintiff's repeated violations of court rules and law, for
28 having to file the underlying motion addressing and identifying such violations of

1 candor, ethics, and law, and for having to respond to the frivolous, dishonest, and
2 unsupported opposition.

3 IV.

4 Conclusion

5 Indubitably, the dismissal of the instant action, granting Defendants'
6 summary judgment, and awarding Defendants attorney's fees are warranted and
7 necessary—for many reasons, any one of which is sufficient.

8 ***No genuine issue of material fact; NRCP 56 mandates summary
9 judgement***⁷¹.

10 Hamid's testimony, SLC LLC's admissions, the declarations, filings, and
11 representations of both, decidedly establish SLC LLC fails to sustain its burden of
12 production of actual evidence⁷²—not just declarations, false representations, and
13 unsupported conclusions, needed to avoid summary judgment. The United States
14 Supreme Court has declared summary judgment is an integral part of the procedural
15 process⁷³ and with Plaintiff not sustaining its burden, dismissal and summary
16 judgment is proper and necessary.

17 ***Plaintiff is not the real party in interest and lacks the ability to
18 commence and maintain the instant action pursuant to NRCP 17
19 and controlling precedent.***

20 It is incontrovertible, given the facts of this case and the evidence, that
21 Hamid owns 100% of Zip Zap Auto, all of its assets, and all interests therein—

22 ⁷¹ NRCP 56 states the court “shall” grant summary judgment when the movant
23 shows there is no genuine dispute as to any material fact and the movant is entitled
24 to judgment as a matter of law.

25 ⁷² See *Cuzze v. Univ. and Comm. Col. Sys of NV*, 172 P.3d 131, 134 (2007); *Wood*
26 *v. Safeway, Inc.*, 121 Nev. 724, 732, 121 P.3d 1026, 1031 (2005); see also
27 *Matsushita Electric Indus. Co. v. Zenith Radio Corp.*, 475 U.S. 574 (1986) (non-
28 moving party must do more than just show there is some “metaphysical doubt”; the
non-moving party must show genuine issues for trial); *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”)

⁷³ *Celotex Corp. v. Catrett*, 477 U.S. 317, 322 (1986).

1 financial and otherwise. Hamid also owns 100% of SLC LLC and SLC only
2 follows the directives of Hamid. Hamid and SLC LLC are judicially estopped from
3 arguing otherwise⁷⁴--a fact fatal to Plaintiff's opposition—and noticeably ignored
4 by Plaintiff. That alone allows this Court to deem their actions an admission that
5 Defendants motion is meritorious and a consent to the granting of the same. See
6 EDCR 2.20.

7 *Plaintiff has the burden to establish standing⁷⁵ and failed to*
8 *sufficiently demonstrate the complaint addressed its legal rights and*
9 *interests instead of those previously commenced by Hamid.*

10 Frankly, SLC LLC does not own “Zip Zap Auto”, any of its assets, or have
11 any financial interest or benefit therein, which is the crux of all claims asserted, and
12 cannot, as a matter of law, assert claims of third parties. The real party in interest is
13 Hamid Sheikhai, who brought the same claims against the same individuals in case
14 number A-19-805955-C, is prohibited from bringing the claims contained in the
15 instant complaint because of a Stipulation for Settlement (“Settlement”)⁷⁶
16 Stipulation for Dismissal of Action (“Stipulation”) including all claims, cross-
17 claims, and counterclaims, with prejudice, that was entered on May 21, 2021⁷⁷.

18 Clearly, Hamid is seeking to litigate the same claims, against the same
19 Defendants, albeit improperly, through SLC LLC. Since SLC LLC admittedly *only*
20 follows Hamid's direction, and through Hamid's ill-judged maneuver, he believes
21 he can litigate those claims that have been dismissed with prejudice. This Court
22 must not allow the abuse of the legal system and this Court's judicial resources.
23 The above referenced Settlement precludes this litigation, the Stipulation for
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25 ⁷⁴ See *Sterling Builders, Inc. v. Fuhrman*, 80 Nev. 543, 549, 396 P.2d 850, 854
26 (1964) (quoting 31 C.J.S. Estoppel § 121 at 649).

27 ⁷⁵ 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.

28 ⁷⁶ A copy of said “Settlement” is submitted herewith as **Exhibit “A”**.

⁷⁷ A copy of said “Stipulation” is submitted herewith as **Exhibit “Q”**.

1 Dismissal precludes this litigation, Court rules prohibit this litigation, and
2 controlling precedent prohibit this litigation.

3 Comparison of the complaint filed in case number A-19-805955-C, *Vitiok,*
4 *LLC v. SLC, LLC*, confirms SLC LLC simply put itself as plaintiff, in place of
5 Hamid, incredulously expecting to violate court rule, applicable legal precedent,
6 and the Stipulation for Settlement. Plaintiff is only doing what Hamid is directing
7 them to do, but not being the real party in interest, as demonstrably proven they are
8 unable to establish the requisite elements for the underlying causes of action, and
9 thus, all claims must be dismissed and Defendants are entitled to summary
10 judgment.

11 ***Plaintiff is barred from commencing and maintaining the instant***
12 ***action because of the Stipulation for Settlement and Stipulation for***
Dismissal of Actions.

13 The transcript and the record itself prove Plaintiff's representation that the
14 named defendants in this action were not parties to case number A-19-805955-C to
15 be patently untrue. There is no order removing the named defendants in this case,
16 who were the named cross-defendants in A-19-805955-C, as parties from that
17 action. Thus, at the time of the Stipulation for Settlement, all named parties fell
18 into two camps—the Hamid parties (including SLC LLC and Stone & Stone) and
19 the Botnari parties (including Vitiok and the named defendants/cross-defendants).

20 Because all claims by both parties, known and unknown, were dismissed
21 with prejudice, neither Hamid or SLC LLC can maintain this action. It is quite
22 obvious Hamid is simply trying to circumvent the agreement, court rules, and the
23 law, to harass and minimize/evade his financial obligations under the Stipulation
24 for Settlement. His actions, and those of SLC LLC, are highly inappropriate, done
25 in bad faith, and sanctionable.

26 In conclusion, defendants are entitled to summary judgment. Based on the
27 foregoing, Defendants respectfully request this Court enter an order:

- 28 1. Granting Defendants' motion for summary judgment;

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- 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 21st day of April, 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 **DECLARATION OF BRADLEY J. HOFLAND**

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

- 4 1. I am counsel for the Defendants in the foregoing action.
- 5 2. Attached and Marked as Exhibit “A” in the Appendix of Exhibits are
6 true and correct copies of the cited provisions contained in the
7 Executed Stipulation for Settlement regarding Case No.’s D-18-
8 575686-L, A-19-805955-C, and A-19-801513-P dated April 26, 2021.
- 9 3. Attached and Marked as Exhibit “B” in the Appendix of Exhibits are
10 true and correct copies of the cited provisions contained in the
11 Response to Request for Admission Number 39 of Defendant SLC,
12 LLC’s Responses to Plaintiff’s First Request for Admissions served
13 on July 28, 2020.
- 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
16 Defendant’s Motion for Summary Judgment filed on March 13, 2022.
- 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
19 Response to Interrogatory Number 30 of Defendant SLC LLC’s
20 Response to Plaintiff’s First Set of Interrogatories served on July 30,
21 2020 in Case No. A-19-805955-C.
- 22 6. Attached and Marked as Exhibit “E” in the Appendix of Exhibits are
23 true and correct copies the SilverFlume Nevada Business Entity
24 information for Samir LLC.
- 25 7. Attached and Marked as Exhibit “F” in the Appendix of Exhibits are
26 true and correct copies of the SilverFlume Nevada Business Entity
27 information for SLC LLC.
- 28

- 1 8. Attached and Marked as Exhibit “G” in the Appendix of Exhibits are
2 true and correct copies of the Order Granting Defendant’s Motion for
3 Leave to Amend the Answer and Counterclaim filed in Case No. A-
4 19-805955-C on October 10, 2020.
- 5 9. Attached and Marked as Exhibit “H” in the Appendix of Exhibits are
6 true and correct copies of the Complaint for Damages and Demand
7 for Jury Trial; Defendant Hamid Sheikhai’s Answer, Counterclaim,
8 and Cross Claims, and Demand for Jury Trial filed in Case No. A-19-
9 805955-C on October 22, 2020.
- 10 10. Attached and Marked as Exhibit “I” in the Appendix of Exhibits are
11 true and correct copies of the Plaintiff’s Motion to Dismiss
12 Defendant’s Counterclaim and Cross Claims filed in Case No. A-19-
13 805955-C on November 24, 2022.
- 14 11. Attached and Marked as Exhibit “J” in the Appendix of Exhibits are
15 true and correct copies of the Defendant’s Motion for Summary
16 Judgment or in the Alternative, Partial Summary Judgment, Leave
17 Amend, and for Stay filed in Case No. A-19-805955-C on December
18 4, 2020.
- 19 12. Attached and Marked as Exhibit “K” in the Appendix of Exhibits are
20 true and correct copies of the Court Mins from January 7, 2021.
- 21 13. Attached and Marked as Exhibit “L” in the Appendix of Exhibits are
22 true and correct copies of the cited provisions contained in Page(s) 88
23 and 135 of the Transcript from the January 7, 2021 Hearing in Case
24 No. A-19-805955-C.
- 25 14. Attached and Marked as Exhibit “M” in the Appendix of Exhibits are
26 true and correct copies of the cited provisions contained in Page(s) 27,
27 29, and 52 of the Transcript from the January 7, 2021 Hearing in Case
28 No. A-19-805955-C.

1 15. Attached and Marked as Exhibit “N” in the Appendix of Exhibits are
2 true and correct copies of the cited provisions contained in Page 42 of
3 the Transcript from the January 7, 2021 Hearing in Case No. A-19-
4 805955-C.

5 16. Attached and Marked as Exhibit “O” in the Appendix of Exhibits are
6 true and correct copies of the cited provisions contained in Page 79 of
7 the Transcript from the January 7, 2021 Hearing in Case No. A-19-
8 805955-C.

9 17. Attached and Marked as Exhibit “P” in the Appendix of Exhibits are
10 true and correct copies of the cited provisions contained in Page 87
11 and 5 of the Transcript from the January 7, 2021 Hearing in Case No.
12 A-19-805955-C.

13 18. Marked as Exhibit “Q” in the Appendix of Exhibits are true and
14 correct copies of the cited provisions contained in the Stipulation and
15 Order for Dismissal of Action filed in Case No. A-19-805955-C on
16 May 21, 2021.

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

20 DATED this 21st day of April, 2022.

21 /s/ **Bradley J. Hofland**

22 Bradley J. Hofland
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of HOFLAND & TOMSHECK, that pursuant to Administrative Order 14-2, NEFCR 9, and NRC 5(b), on the 21st day of April, 2022, I served the forgoing **DEFENDANTS' REPLY TO "PLAINTIFF/COUNTER-DEFENDANT SLC LLC'S MEMORANDUM OF POINTS AND AUTHORITIES IN OPPOSITION TO DEFENDANTS / COUNTER-CLAIMANTS MOTION FOR SUMMARY JUDGMENT; AND REQUEST FOR ATTORNEYS' FEES FOR DEFENDING IMPROPER RULE REQUEST FOR SANCTIONS"** 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