	Case 2:12-cv-01975-JAD-GWF Document	1 Filed 11/14/12 Page 1 of 29	
1	LAW OFFICES OF JOHN BENEDICT		
2	John Benedict, Esq. Nevada Bar No. 005581 2190 E. Pebble Road, Suite 260		
3	Las Vegas, Nevada 89123 Telephone: (702) 333-3770		
4	Facsimile: (702) 361-3685 Email: john.benedict.law@gmail.com		
5	Attorneys for Defendants		
6			
7			
8	UNITED STATES		
9	DISTRICT (
10	********	********	
11	MICHAEL LICHWA, an Individual, and PYAN CRAIG, an Individual,	CASE NO.:	
12 13	Plaintiff,	NOTICE OF REMOVAL	
14	vs.		
15	MARTY BRICKEY, an Individual,		
16	INTERZONE ENTERTAINMENT, LLC, a) Limited Liability Company, DOES 1) THROUGH 10, and ROE CORPORATIONS 1)		
17	THROUGH 10 Inclusive,		
18	Defendants.		
19	TO: MICHAEL LICHWA and RYAN CRAIC	, Plaintiffs, and their attorneys of record Ismail	
20	Amin, Esq. and Lawrence Kulp, Esq. of T	The Amin Law Group:	
21	Marty Brickey and Interzone Ent	ertainment, LLC are the defendants in Case No.	
22			
23		t, in and for the county of Clark, State of Nevada,	
24	and now pending in that court.		
25	2. Service of summons and compl	aint upon Defendants was made on or about	
26	October 16, 2012.		
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28			
	Page	1 of 3	

Case 2:12-cv-01975-JAD-GWF Document 1 Filed 11/14/12 Page 2 of 29

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- 3. Defendant Marty Brickey is and was at the time this action was commenced an individual residing in the State of Missouri. Defendant Interzone Entertainment, LLC is a Missouri limited liability company with its principal place of business in the State of Missouri. Plaintiffs Michael Lichwa and Ryan Craig are both residents of the State of Nevada. There is now and there was at the time of the commencement of this action complete diversity between the Plaintiffs and Defendants.
- 4. The Complaint alleges six claims for relief: (1) breach of written contract; (2) breach of oral contract; (3) breach of the implied covenant of good faith and fair dealing; (3) breach of fiduciary duty; (4) fraud; (5) securities fraud; and (6) declaratory relief.
- 5. The sum of the damages alleged by plaintiff necessarily exceeds \$75,000.00, exclusive of interest and costs, based on the following facts: plaintiffs allege on the face of their complaint that they seek damages in excess of \$339,286.12 based on Defendants' alleged breach of contract and fraud.
- 6. This Court has original jurisdiction over the subject matter of this action under the provisions of Section 1332 of Title 28 of the United States Code in that there is complete diversity between the parties and more than \$75,000 in controversy exclusive of interest and costs. Pursuant to Section 1441 of Title 28 of the United States Code, Defendants Marty Brickey and Interzone Entertainment, LLC are therefore entitled to remove this action to this Court.
- 7. Thirty days have not elapsed since Defendants were served with the summons and complaint in the State Court action. True and correct copies of the summons and complaint are attached hereto and marked respectively Exhibits A and B.
- 8. A true and correct copy of this Notice of Removal is being filed this date with the Clerk of the District Court, Clark County, Nevada.

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Based on the foregoing, Defendants Marty Brickey and Interzone Entertainment, LLC remove the above action now pending in the District Court, in and for the County of Clark, as Case No. A-12-669129-C to this Court. DATED this 14 day of November, 2012. LAW OFFICES OF JOHN BENEDICT By: John/Benedict, Esq. Neyada Bar No. 005681 2190 E. Pebble Road, Suite 260 Las Vegas, Nevada 89123 Telephone: (702) 333-3770 Facsimile: (702) 361-3685 Email: john.benedict.law@gmail.com Attorneys for Defendants

Case 2:12-cv-01975-JAD-GWF Document 1 Filed 11/14/12 Page 3 of 29

EXHIBIT A

ORIGINAL

	UNIONAL			
1 2 3 4 5	SUMM ISMAIL AMIN, ESQ. (SBN 9343) The Amin Law Group, NV. Ltd. 3960 Howard Hughes Parkway, Suite 500 Las Vegas, Nevada 89169 Telephone: 702.990.3583 Facsimile: 702.990.3501 Attorneys for Plaintiffs MICHAEL LICHWA a	and RYAN CRAIG		
7	•			
8				
10	DISTRIC	T COURT		
11	CLARK COU	NTY, NEVADA		
12				
13	MICHAEL LICHWA, an Individual, and RYAN CRAIG, an individual,			
14		CASE NO. A669129		
15	Plaintiff(s),	DEPT. NO. XIX		
16	-VS-	2 = 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1,		
17 18 19 20 21	MARTY BRICKEY, an Individual, INTERZONE ENTERTAINMENT, LLC, a Limited Liability Company, DOES 1 THROUGH 10, and ROE CORPORATIONS 1 THROUGH 10 Inclusive, Defendant(s).			
22				
23	SUMMONS - CIVIL			
25	NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS. READ THE INFORMATION BELOW.			
27	TO THE DEFENDANT(S): A civil Complain	t has been filed by the Plaintiff(s) against		
28	you for the relief set forth in the Complaint.			
i	1 If you intend to defend this low suit, within 20 days after this Comments is			
	served on you, exclusive of th	e day of service, you must dosthe following:		

- (a) File with the Clerk of this Court, whose address is shown below, a formal written response to the Complaint in accordance with the rules of the Court, with the appropriate filing fee.
- (b) Serve a copy of your response upon the attorney whose name and address is shown below.

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- 2. Unless you respond, your default will be entered upon application of the Plaintiff(s) and failure to so respond will result in a judgment of default against you for the relief demanded in the Complaint, which could result in the taking of money or property or other relief requested in the Complaint.
- If you intend to seek the advice of an attorney in this matter, you should do so promptly so that your response may be filed on time.
- 4. The State of Nevada, its political subdivisions, agencies, officers, employees, board members, commission members and legislators each have 45 days after service of this Summons within which to file an Answer or other responsive pleading to the Complaint.

Submitted by:

Ismail Amin, Esq.

State Bar No. 9343 3960 Howard Hughes Parkway, Suite 500

Las Vegas, NV 89109

Telephone: (702) 990-3583 Facsimile: (702) 990-3501 Regional Justice Center

Date

200 Lewis Avenue Las Vegas, NV 89155

STEVEN D. GRIERSON

Deputy Clerk

CLERK OF COUR

NOTE: When service is by publication, add a brief statement of the object of the action. See Nevada Rules of Civil Procedure 4(b).

Case 2:12-cv-01975-JAD-GWF Document 1 Filed 11/14/12 Page 8 of 29

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- **2020-099** (3000 nonsp., e., 11) (- **1070-0**90 - 2300 nonsp., e., 11) (

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EXHIBIT B

CIVIL COVER SHEET

A-12-669129-C

Clark County, Nevada

XIX

Case No. ______(Assigned by Clerk's Office)

I. Party Information				
Plaintiff(s) (name/address/phone): MICHAEL LICHWA, an Individual, and RYAN CRAIG, an individual c/o The Amin Law Group, NV. LTD.		Defendant(s) (name/address/phone): MARTY BRICKEY, an Individual, INTERZONE ENTERTAINMENT, LLC, a Limited Liability Company, DOES 1 THROUGH 10, and ROE		
	CORPORATIONS 1 T	HROUGH 10 Inclusive,		
	2101 W Chesterfield B	lvd, Apt # A201, W. Springfield, MO		
	65807-6946			
	Attorney (name/address/g	phone):		
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eck applicable bold	category and	Arbitration Requested		
Civ	ril Cases			
<u> </u>	To	orts		
Negligence Negligence - Auto		Product Llability Product Liability/Motor Vehicle Other Torts/Product Liability		
☐ Negligence – Pr	remises Liability (Slip/Fall)	☐ Intentional Misconduct ☐ Torts/Defamation (Libel/Slander) ☐ Interfere with Contract Rights		
☐ Regugence – O	ine	☐ Employment Torts (Wrongful termination) ☐ Other Torts ☐ Anti-trust ☐ Fraud/Misrepresentation ☐ Insurance ☐ Legal Tort ☐ Unfair Competition		
	Other Civil	Filing Types		
Chapter of General Breach of Con Building Commer Collectic Employs Guarants Sale Cos Uniform Other Ad	Defect 40 Atract & Construction & Construction & Carrier reial Instrument ontracts/Acct/Judgment on of Actions ment Contract & Commercial Code for Judicial Review ministrative Law ent of Motor Vehicles	Appeal from Lower Court (also check applicable civil case box) Transfer from Justice Court Justice Court Civil Appeal Civil Wrlt Other Special Proceeding Other Civil Filing Compromise of Minor's Claim Conversion of Property Damage to Property Employment Security Enforcement of Judgment Foreign Judgment — Civil Other Personal Property Recovery of Property Stockholder Suit Other Civil Matters		
	r Civil Petition Civil Petition Civil Petition Civil Construction Construction Construction Construction Construction Civil Petition Civil	Individual, INTERZON Liability Company, DC CORPORATIONS 1 T 2101 W Chesterfield B 65807-6946 Attorney (name/address/g Negligence Negligence — Auto Negligence — Medical/Dental Negligence — Premises Liability (Slip/Fall) Negligence — Other Other Civil Construction Defect Chapter 40 Ceneral Breach of Contract Bullding & Construction Insurance Carrier Commercial Instrument Other Contracts/Acct/Judgment Collection of Actions Employment Contract Guarantee Sale Contract Uniform Commercial Code		

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☐ NRS Chapters 78-88 ☐ Commodities (NRS 90) ☐ Securities (NRS 90)	☐ Investments (NRS 104 Art. 8) ☐ Deceptive Trade Practices (NRS 598) ☐ Trademarks (NRS 600A)	☐ Enhanced Case Mgmt/Business ☐ Other Business Court Matters
September 26, 2012		
Date	Signature of	initiating party or representative

•			Electronically Filed 09/26/2012 11:02:00 AM
	1 2 3 4 5 6 7 8	COMP ISMAIL AMIN, ESQ. (State Bar No. 9343) LAWRENCE KULP, ESQ. (State Bar No. 7411) The Amin Law Group, NV. Ltd. 3960 Howard Hughes Parkway, Suite 500 Las Vegas, NV 89169 Telephone: (702) 990-3583 Facsimile: (702) 990-3501 Attorneys for MICHAEL LICHWA and RYAN CRAIG	
	10	CLARK COUNTY,	
The Amin Law Group, NV. Ltd. 3980 Howard Hughes Parkway, Suite 500 Las Vegas, NV 89(09 Phone: (702) 890-3583 / Fax (702) 890-3501	11 12 13 14 15 16	MICHAEL LICHWA, an Individual, and RYAN CRAIG, an individual, Plaintiff, v. MARTY BRICKEY, an Individual, INTERZONE ENTERTAINMENT, LLC, a Limited Liability Company, DOES 1 THROUGH 10, and ROE CORPORATIONS 1 THROUGH 10 Inclusive,	Case No. A-12-669129-C Dept. No. XIX COMPLAINT FOR: (1) BREACH OF WRITTEN CONTRACT (2) BREACH OF ORAL CONTRACT (3) BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING
	18 19	Defendants.	(4) FRAUD (5) SECURITIES FRAUD [N.R.S. §
	20		90.570] (6) DECLARATORY RELIEF
	21)
	22) ARBITRATION EXEMPT:
	23		(1) DAMAGES EXCEED \$50,000;
	24		(2) DECLARATORY RELIEF REQUESTED
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COMPLAINT

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COMES NOW Plaintiffs MICHAEL LICHWA and RYAN CRAIG (hereinafter referred to collectively as "Plaintiffs"), by and through their attorney, The Amin Law Group, NV., Ltd., and hereby allege as follows:

PARTIES

- 1. Plaintiffs MICHAEL LICHWA and RYAN CRAIG are both individuals residing in the County of Clark, State of Nevada.
- 2. Defendant, MARTY BRICKEY, (hereinafter referred to as "Defendant Brickey") is an individual residing in Republic, State of Missouri.
- 3. Defendant INTERZONE ENTERTAINMENT, LLC is a Missouri limited liability company with its principal place of business in the State of Missouri, County of Greene.
- 4. All of the foregoing Defendants are referenced individually and by their designated names, or collectively as "Defendants."
- 5. The true names and capacities, whether individual, corporate, associate or otherwise of Defendants Does 1-10 and Roe Corporations 1-10, inclusive, are unknown to Plaintiffs, and therefore, Plaintiffs sue said Defendants by such fictitious names. Plaintiffs are informed and believe, and on that basis allege, that each of the Defendants designated herein as a fictitiously-named Defendant is, in some manner, responsible for the events and happenings referred to herein.
- 6. Plaintiffs are informed and believe, and on that basis allege, that the Defendants, and each of them, including Does 1-10 and Roe Corporations 1-10, inclusive, were, at all material times, the agents, servants, employees, or partnerships or each of the other Defendants, and in doing things alleged herein, said Defendants, and each of them, were acting within the course and scope of their agency, and with the consent, approval and/or ratification of each of the other Defendants.

GENERAL ALLEGATIONS

7. On or about June 2, 2008, Defendant Brickey entered into a Promissory Note with Plaintiff Ryan Craig for the principal sum of Fifty Thousand Dollars (\$50,000.00) at the rate of eighteen percent (18%) interest. Attached hereto as Exhibit "A" is a true and correct copy of the Promissory Note. All principal and interest was to be paid in one installment within 12 months of Defendant Brickey signing the Promissory Note.

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	8.	On or about June 2, 2008, Defendant Brickey entered into a Promissory Note with
Plain	tiff Micl	nael Lichwa for the principal sum of One Hundred Twenty Five Thousand Dollars
(\$12	5,000.00) at the rate of eighteen percent (18%) interest. Attached hereto as Exhibit "B" is a true
and e	correct c	opy of the Promissory Note. All principal and interest was to be paid in one installment
withi	in 12 mo	nths of Defendant Brickey signing the Promissory Note.

- 9. On or about June 2 2009, Defendants failed to pay Plaintiffs the full amount of Plaintiff Michael Lichwa's Promissory Note and Plaintiff Ryan Craig's Promissory Note (hereinafter referred to collectively as the "Notes") per the terms of the Notes.
- 10. Upon repeated demands Defendants refused and still refuse to pay Plaintiffs the full amount of the principal and interest due and owing under the terms of the Notes.
- 11. On or about June 2, 2008, Defendant Brickey, as a managing member of Interzone Entertainment, LLC, entered into an oral agreement with Plaintiff Ryan Craig on behalf of Defendants to provide Plaintiff Ryan Craig with Fifty Thousand (50,000) shares of Interzone Entertainment, LLC in exchange for the loan of Fifty Thousand Dollars (\$50,000.00).
- 12. Plaintiff Ryan Craig provided Defendants with the Fifty Thousand Dollar (\$50,000.00) loan but Defendants breached their oral contract with Plaintiff Ryan Craig by failing to provide him with the agreed upon Fifty Thousand (50,000) shares of stock in Interzone Entertainment, LLC.
- 13. On or about June 2, 2008, Defendant Brickey, as a managing member of Interzone Entertainment, LLC, entered into an oral agreement with Plaintiff Michael Lichwa on behalf of Defendants to provide Plaintiff Michael Lichwa with One Hundred Twenty Five Thousand (125,000) shares of Interzone Entertainment, LLC in exchange for the loan of One Hundred Twenty Five Thousand Dollars (\$125,000.00).
- 14. Plaintiff Michael Lichwa provided Defendants with the One Hundred Twenty Five Thousand Dollars (\$125,000.00) loan but Defendants breached their oral contract with Plaintiff Michael Lichwa by failing to provide him with the agreed upon One Hundred Twenty Five Thousand (125,000) shares of stock in Interzone Entertainment, LLC.
 - 15. Plaintiffs have been forced to retain the services of legal counsel to bring an action

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to enforce the terms of the Notes, the terms of the oral contract with Plaintiff Michael Lichwa and the terms of the oral contract with Plaintiff Ryan Craig (hereinafter referred to collectively as the "Oral Contracts") entered into between Plaintiffs and Defendants, and has incurred attorneys' fees and costs.

FIRST CLAIM FOR RELIEF

(For Breach of Written Contracts Against All Defendants)

- 16. Plaintiffs allege and incorporate by reference the allegations set forth in all preceding paragraphs of this Complaint as though fully set forth herein.
- 17. Defendant Brickey entered into the Notes with Plaintiffs to make one installment payment of both the principal and interest to Plaintiffs within twelve (12) months of June 2, 2008.
- 18. On or about June 2, 2009, Defendants breached the Notes by failing to pay the entire amount owed to Plaintiffs as required in the Notes.
- 19. As a direct and proximate result of Defendants' breach of the Notes, Plaintiffs have been damaged in an amount in excess of Three Hundred Thirty Nine Thousand Two Hundred Eighty Six Dollars and Twelve Cents (\$339,286.12), plus interest continuing to accrue at the rate of eighteen percent (18%).
- 20. As a further direct and proximate result of Defendants' breach of the Notes, Plaintiffs have been required to retain the services of an attorney to prosecute this action and has been damaged thereby. As such, Plaintiffs are entitled to an award of reasonable attorney's fees and costs.

SECOND CLAIM FOR RELIEF

(For Breach of Oral Contracts Against All Defendants)

- Plaintiffs allege and incorporate by reference the allegations set forth in all preceding 21. paragraphs of this Complaint as though fully set forth herein.
- On or about June 2, 2008, Defendants entered into an oral contract with Plaintiff Ryan 22. Craig, promising to give Plaintiff Ryan Craig Fifty Thousand (50,000) shares in Interzone Entertainment, LLC for a loan of Fifty Thousand Dollars (\$50,000.00).
- Defendants breached the oral contract by failing to give Plaintiff Ryan Craig the 23. agreed upon shares in Interzone Entertainment, LLC after Plaintiff Ryan Craig gave Defendants the

- 24. As a direct and proximate result of Defendants' breach of the oral contract with Plaintiff Ryan Craig, Plaintiff Ryan Craig has been damaged and is entitled to compensatory damages in an amount to be proven at trial, as he did not receive his agreed upon Fifty Thousand (50,000) shares in Interzone Entertainment, LLC.
- 25. On or about June 2, 2008, Defendants entered into an oral contract with Plaintiff Michael Lichwa, promising to give Plaintiff Michael Lichwa One Hundred Twenty Five Thousand (125,000) shares in Interzone Entertainment, LLC for a loan of One Hundred Twenty Five Thousand Dollars (\$125,000.00).
- 26. Defendants breached the oral contract by failing to give Plaintiff Michael Lichwa the agreed upon shares in Interzone Entertainment, LLC after Plaintiff Michael Lichwa gave Defendants the loan of One Hundred Twenty Five Thousand Dollars (\$125,000.00).
- 27. As a direct and proximate result of Defendants' breach of the oral contract with Plaintiff Michael Lichwa, Plaintiff Michael Lichwa has been damaged and is entitled to compensatory damages in an amount to be proven at trial, as he did not receive his agreed upon One Hundred Twenty Five Thousand (125,000) shares in Interzone Entertainment, LLC.
- 28. As a further direct and proximate result of Defendants' breaches of the Oral Contracts with Plaintiffs alleged above, Plaintiffs have been required to retain the services of an attorney to prosecute this action and has been damaged thereby. As such, Plaintiffs are entitled to an award of reasonable attorney's fees and costs.

THIRD CLAIM FOR RELIEF

(For Breach of the Implied Covenant of Good Faith and Fair Dealing Against All Defendants)

- 29. Plaintiffs allege and incorporate by reference the allegations set forth in all preceding paragraphs of this Complaint as though fully set forth herein.
- 30. The covenant of good faith and fair dealing is inherent in every contract, including the Notes and Oral Contracts between Plaintiffs and Defendants.
- 31. Defendants failed to perform their obligations under the Notes and Oral Contracts in a manner faithful to the purpose of the agreements, and knowingly, intentionally and/or negligently

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frustrated the justified expectations of Plaintiffs by failing to honor the terms of the Notes and Oral Contracts, all of which constitutes a breach of the Notes, the Oral Contracts and of the implied covenant of good faith and fair dealing incorporated into every contract.

- 32. Specifically, Defendants failed to pay Plaintiffs the full amount of principal and interest due and owing on the Notes within twelve (12) months as per the term of the Notes and failed to provide Plaintiffs with their agreed upon shares in Interzone Entertainment, LLC per the terms of the Oral Contracts.
- 33. As a direct and proximate result of Defendants' breach of the implied covenant of good faith and fair dealing, Plaintiffs have been damaged in the sum in excess of Three Hundred Thirty Nine Thousand Two Hundred Eighty Six Dollars and Twelve Cents (\$339,286.12), plus interest continuing to accrue at the rate of eighteen percent (18%).
- 34. As a further direct and proximate result of Defendants' breach of the implied covenant of good faith and fair dealing, Plaintiffs have been required to retain the services of an attorney to prosecute this action and has been damaged thereby. As such, Plaintiffs are entitled to an award of reasonable attorney's fees and costs.

FOURTH CLAIM FOR RELIEF

(Fraud Against All Defendants)

- 35. Plaintiffs allege and incorporate by reference the allegations set forth in all preceding paragraphs of this Complaint as though fully set forth herein.
- 36. Plaintiffs are informed and believe and thereon allege that Defendants committed a fraud upon them by intentionally misrepresenting their intentions to Plaintiffs.
- 37. Plaintiffs accepted, and actually relied upon, the false representations of Defendants when Defendants represented to Plaintiffs that they had the ability to timely provide payment of the principal and interest amounts within twelve (12) months of executing the Notes and that Plaintiffs would receive the agreed upon shares in Interzone Entertainment, LLC per the terms of the Oral Contracts.
- 38. Defendants knew that their representations were false at the time they made them and Defendants intended that Plaintiffs should rely upon their false representations when Defendants

- 39. Plaintiffs were justified in relying on the express provisions embodied in the Notes, the terms of the Oral Contracts and upon the representations made by Defendant, as any reasonable person would have been under the circumstances.
- 40. Plaintiffs contend that Defendants acted in a willful, malicious, outrageous and intentional manner and with reckless disregard to the financial interests of Plaintiffs, warranting the imposition of punitive damages according to proof at trial. The conduct of Defendants left Plaintiffs in a situation where funds were provided to Defendants, and Defendants failed to perform per the terms of the Notes and Oral Contracts.
- 41. The actual reliance by Plaintiffs on the false promises and misstatements by Defendants resulted in and legally caused actual, monetary damages to Plaintiffs in a sum in excess of Three Hundred Thirty Nine Thousand Two Hundred Eighty Six Dollars and Twelve Cents (\$339,286.12), plus interest continuing to accrue at the rate of eighteen percent (18%).
- 42. Plaintiffs have been required to retain the services of an attorney to prosecute this action on his behalf and, as such, is entitled to an award of reasonable attorney's fees and costs.
- 43. As a direct and proximate result of Defendants' fraudulent conduct, Plaintiffs were forced to retain legal counsel for purposes of prosecution this action, and, as such, is entitled to an award of reasonable attorney's fees and costs.

FIFTH CLAIM FOR RELIEF

(Securities Fraud In Violation of NRS § 90.570 Against All Defendants)

- 44. Plaintiffs allege and incorporate by reference the allegations set forth in all preceding paragraphs of this Complaint as though fully set forth herein.
- 45. On or about June 2 2008, Defendants entered into Oral Contracts to give Plaintiff
 Ryan Craig Fifty Thousand (50,000) shares and Plaintiff Michael Lichwa One Hundred Twenty Five
 Thousand (125,000) shares in Defendant Interzone Entertainment, LLC, in return for a loan of Fifty
 Thousand Dollars (\$50,000.00) from Plaintiff Ryan Craig and a loan of One Hundred Twenty Five
 Thousand Dollars (\$125,000.00) from Plaintiff Mike Lichwa.

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46.	Between June 2008 to the present, Defendants expressly reaffirmed these
representation	s to Plaintiffs in a series of verbal communications.

- 47. These representations were false, as Defendants have failed to tender to Plaintiffs their shares of stock in Defendant Interzone Entertainment, LLC, despite Plaintiffs' full performance under the terms of their Oral Contracts with Defendants.
- 48. Defendants knew that these representations were false at the time they were made, as Defendants never intended to compensate Plaintiffs for their performance under the Oral Contracts with Plaintiffs, or to recognize Plaintiffs' equity interest in Defendant Interzone Entertainment, LLC.
- At the time Defendants made these misrepresentations to Plaintiffs, they intended for 49. Plaintiffs to rely on those misrepresentations such that Defendants would thereby secure Plaintiffs' performance and receive loans from Plaintiffs, while avoiding fully compensating Plaintiffs pursuant to the terms of the Notes, or to recognize Plaintiffs' equity interest under their Oral Contracts.
- 50. Plaintiffs' reliance on Defendant Marty Brickey's representations was justifiable, as Defendant Marty Brickey is a managing member of Defendant Interzone Entertainment, LLC.
- 51. Had Plaintiffs known that they would not later be compensated under the terms of the Notes, or that they would not receive their equity interest in Defendant Interzone Entertainment, LLC under the terms of the Oral Contracts, they would never have assented to the terms of the Notes and Oral Contracts and rendered full performance thereunder.
- As a result of Defendants' misrepresentations, Plaintiffs have been damaged by having 52. loaned Defendant Marty Brickey a considerable amount of money, while not receiving the benefit of their bargain - e.g. the principal and interest under the terms of the Notes and an equity interest in Defendant Interzone Entertainment, LLC per the terms of the Oral Contracts.

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SIXTH CLAIM FOR RELIEF

(Declaratory Relief Against All Defendants)

- 53. Plaintiffs allege and incorporate by reference the allegations set forth in all preceding paragraphs of this Complaint as though fully set forth herein.
- There is a real and actual controversy between Plaintiffs and Defendants concerning 54. their respective rights and duties under the Notes.
- The Notes contain a provision requiring Defendants to pay the full amount of the 55. principal and interest within twelve (12) months of Defendant Brickey executing the Notes.
- Defendants were fully aware of the fact that the Notes contained the provision 56. requiring such payment.
- Defendants breached the Notes by defaulting on his payment obligations to Plaintiffs 57. on or around June 2, 2009.
- Plaintiffs attempted to enforce its contractual rights by demanding that Defendants 58. perform under the terms of the Notes and pay all sums then due and owing.
- Notwithstanding Plaintiffs' efforts, Defendants failed to perform the conditions of the 59. Notes, as specified herein.
- Plaintiffs contend that per the terms of the Notes, they are entitled to the full payment 60. of principal and interest in the amount of Three Hundred Thirty Nine Thousand Two Hundred Eighty Six Dollars and Twelve Cents (\$339,286.12), plus interest continuing to accrue at the rate of eighteen percent (18%).
- Defendants refused and continue to refuse to pay Plaintiffs the amount due and owing 61. under the terms of the Notes.
- Plaintiffs desire a judicial determination of their rights under the terms of the Notes 62. and a declaration as to Defendants' obligations and duties thereunder.
- A judicial declaration is necessary and appropriate at this time so that the parties may 63. ascertain their rights and duties under the Notes and conform their future conduct thereto.
 - Plaintiffs seek a judicial determination that they are entitled to reimbursement under 64.

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the Notes in an amount in excess of Three Hundred Thirty Nine Thousand Two Hundred Eighty Six Dollars and Twelve Cents (\$339,286.12), plus interest continuing to accrue at the rate of eighteen percent (18%).

PRAYER FOR RELIEF

WHEREFORE, based on the foregoing, Plaintiffs pray for relief as follows:

- 1. For judgment against Defendants for actual, consequential, and incidental damages in amount according to proof at trial;
- 2. For compensatory damages in a sum in excess of Three Hundred Thirty Nine Thousand Two Hundred Eighty Six Dollars and Twelve Cents (\$339,286.12), plus interest continuing to accrue at the rate of eighteen percent (18%);
- 3. For punitive damages in an amount sufficient to punish the Defendants for their wrongful conduct;
 - 4. For reasonable attorneys' fees and cost incurred;
 - 5. For prejudgment interest; and
- 6. For such other and further relief as the Court may deem just and equitable under the premises.

DATED this day of September, 2012

By:

Ismail Amin, Esq. (State Bar No. 9343) Lawrence Kulp, Esq. (State Bar No. 7411) THE AMIN LAW GROUP, NV. LTD.

3960 Howard Hughes Parkway, Suite 500

Las Vegas, NV 89169

Telephone: (702) 990-3583 Facsimile: (702) 990-3501 Attorneys for PLAINTIFFS

EXHIBIT A

417887/233 Mike De Arman PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned, Marty L. Brickey of 904 E Rachael DR, Republic, MO 65738 (Marty Brickey may hereinafter be referred to as "Maker"), promise to pay to the order of Ryan Michael Craig ____at _7543 Desertscape Ave, Las _Vegas, _NV, _89178_ or any other holder hereof or such other place as the holder may designate in writing to the undersigned, the principal sum of ______together with interest thereon from date hereof until paid, at the rate of 18% per annum as follows. one (1) installment including the entire principal amount plus all accrued interest.

The principal sum shall be payable to "Marty L. Brickey."

All or any part of the aforesaid principal sum and interest may be prepaid at any time after 90 days from the execution of this note and from time to time without penalty. Any prepayments shall be applied first against the unpaid principal sum and then to any unpaid interest. The entire sum of this note including principle and interest must be repaid within 12 months of the time Maker receives the funds.

In the event of any default by the undersigned in the payment of principal or interest when due, the breach by the undersigned of any covenant, agreement or representation in this Note or in the event of the suspension of actual business, insolvency, assignment for the benefit of creditors, adjudication of bankruptcy, or appointment of a receiver, of or against the undersigned, in addition to any other remedies at law that may be available to Lender, the unpaid balance of the principal sum of this Note and all unpaid interest shall at the option of Lender become immediately due and payable. From and after the maturity of this Note, whether by acceleration or otherwise, the amount then due shall accrue additional interest until payment at the rate of eighteen percent (18%) per annum or the highest rate permitted by law, whichever is less.

Maker and all other persons who may become liable for the payment hereof severally waive demand, presentment, protest, notice of dishonor or nonpayment, notice of protest, and any and all lack of diligence or delays in collection which may occur, and expressly consent and agree to each and any extension or postponement of time of payment hereof from time to time at or after maturity or other indulgence, and waive all notice thereof.

Maker also promises to pay, in addition to the full amount due hereon, all reasonable expenses incurred by Lender in enforcing this Note, including without limitation, the reasonable fees and expenses of any attorney to whom this Note is referred for collection (whether or not litigation is commenced) or for representation in proceedings under any bankruptcy, receivership or insolvency law.

This Note is made and executed under, and is in all respects governed by, the laws of the State of Missouri.

All notices, requests, demands and other communications hereunder shall be in writing, and shall be deemed to have been duly given if personally delivered or if mailed, registered or certified, return receipt requested, or by courier guaranteeing overnight delivery at the address set forth

above next to each party's name or to such other address as a party may have furnished to the other party in writing. Notices sent by mail or by courier are deemed effective when mailed or upon being delivered to the courier.

Neither Makers nor Lender may assign any of its rights or obligations under this Note; provided, however, this Note shall be assignable by Lender to any trust created by Lender of which Lender is a trustee (each "Lender Trust") or any entity which is controlled directly by Lender or any Lender Trust. The terms and conditions of this Note shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties.

The following is added pursuant to Section 432.045, R.S.Mo., and as used below "borrower(s)" shall mean Maker and "creditor" shall mean Lender:

"ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU (BORROWER(S)) AND US (CREDITOR) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING (AND IN ANY OTHER WRITTEN AGREEMENTS BETWEEN THE PARTIES), WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT."

IN WITNESS WHEREOF, Makers have executed and delivered this Note the day and year first above written.

Marty L. Brickey

Name:

rida: 4-200 C

EXHIBIT B

4178871233 Mike De Armon June 2m	2008
Mike De Himon June 2r	٥
PROMISSORY NOTE	

FOR VALUE RECEIVED, the undersigned, Marty L. Brickey of 904 E Rachael DR, Republic, MO 65738 (Marty Brickey may hereinafter be referred to as "Maker"), promise to pay to the order of Michael Anthony Lichwa at 10324 Pompei place, Las VEGAS, NV, 89114 or any other holder hereof or such other place as the holder may designate in writing to the undersigned, the principal sum of \$125,000.00, together with interest thereon from date hereof until paid, at the rate of 18% per annum as follows: one (1) installment including the entire principal amount plus all accrued interest.

The principal sum shall be payable to "Marty L. Brickey."

All or any part of the aforesaid principal sum and interest may be prepaid at any time after 90 days from the execution of this note and from time to time without penalty. Any prepayments shall be applied first against the unpaid principal sum and then to any unpaid interest. The entire sum of this note including principle and interest must be repaid within 12 months of the time Maker receives the funds.

In the event of any default by the undersigned in the payment of principal or interest when due, the breach by the undersigned of any covenant, agreement or representation in this Note or in the event of the suspension of actual business, insolvency, assignment for the benefit of creditors, adjudication of bankruptcy, or appointment of a receiver, of or against the undersigned, in addition to any other remedies at law that may be available to Lender, the unpaid balance of the principal sum of this Note and all unpaid interest shall at the option of Lender become immediately due and payable. From and after the maturity of this Note, whether by acceleration or otherwise, the amount then due shall accrue additional interest until payment at the rate of eighteen percent (18%) per amount or the highest rate permitted by law, whichever is less.

Maker and all other persons who may become liable for the payment hereof severally waive demand, presentment, protest, notice of dishonor or nonpayment, notice of protest, and any and all lack of diligence or delays in collection which may occur, and expressly consent and agree to each and any extension or postponement of time of payment hereof from time to time at or after maturity or other indulgence, and waive all notice thereof.

Maker also promises to pay, in addition to the full amount due hereon, all reasonable expenses incurred by Lender in enforcing this Note, including without limitation, the reasonable fees and expenses of any attorney to whom this Note is referred for collection (whether or not litigation is commenced) or for representation in proceedings under any bankruptcy, receivership or insolvency law.

This Note is made and executed under, and is in all respects governed by, the laws of the State of Missouri.

All notices, requests, demands and other communications hereunder shall be in writing, and shall be deemed to have been duly given if personally delivered or if mailed, registered or certified, return receipt requested, or by courier guaranteeing overnight delivery at the address set forth

above next to each party's name or to such other address as a party may have furnished to the other party in writing. Notices sent by mail or by courier are deemed effective when mailed or upon being delivered to the courier.

Neither Makers nor Lender may assign any of its rights or obligations under this Note; provided, however, this Note shall be assignable by Lender to any trust created by Lender of which Lender is a trustee (each "Lender Trust") or any entity which is controlled directly by Lender or any Lender Trust. The terms and conditions of this Note shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties.

The following is added pursuant to Section 432.045, R.S.Mo., and as used below "bonower(s)" shall mean Maker and "creditor" shall mean Lender:

"ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU (BORROWER(S)). AND US (CREDITOR) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING (AND IN ANY OTHER WRITTEN AGREEMENTS BETWEEN THE PARTIES), WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT."

IN WITNESS WHEREOF, Makers have executed and delivered this Note the day and year first above written.

Marty L. Brickey

Name:

Title: 446

		Electronically Filed 09/26/2012 02:53:58 PM			
1 2 3 4	IAFD ISMAIL AMIN, ESQ. (SBN 9343) The Amin Law Group, NV., Ltd 3960 Howard Hughes Parkway, Suite 500 Las Vegas, NV 89169 Tel: 702.990.3583 Fax: 702.990.3501	CLERK OF THE COURT			
5 6	Attorneys for Plaintiffs MICHAEL LICHWA ar	nd RYAN CRAIG			
7	DISTRICT C	COURT			
8	CLARK COUNT	Y, NEVADA			
9 10	MICHAEL LICHWA, an Individual, and RYAN CRAIG, an individual,				
11	Plaintiff(s),	CASE NO.A - 12 - 669129-0			
12 13	-vs-	DEPT. NO. XIX			
14 15 16	MARTY BRICKEY, an Individual, INTERZONE ENTERTAINMENT, LLC, a Limited Liability Company, DOES 1 THROUGH 10, and ROE CORPORATIONS 1 THROUGH 10 Inclusive,				
18	Defendant(s).				
19 20	INITIAL APPEARANCE FEE DIS	CLOSURE (NRS CHAPTER 19)			
21	Pursuant to NRS Chapter 19, as ame	nded by Senate Bill 106, filling fees are			
22	submitted for parties appearing in the above entitled action as indicated below:				
23	New Complaint Fee	1 st Appearance Fee			
24 25	□ \$1530□ \$520□ \$299 🖄 \$270.0	00			
26	Name: Michael Lichwa	regree to contra			
27	Ryan Cralg	≱ \$30			
28		\$30			
		Initial Appearance Fee Disclosure/9/26/2012			

1				\$30
2	☐ Total of Continuation Sheet Attached			\$
3	TOTAL REMITTED: (Required)	Total	Paid	\$ 300
4				'
5	DATED this (1) day of <u>September</u> , 2	2012.		
6		lamail Amin I		140
7	ļ ;	Ismail Amin, I 3960 Howard	Hughes Parl	way, Suite 500
8		Las Vegas, N Telephone:	V 89109 (702) 990-35	583
9		Facsimile:	(702) 990-3	3501
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%JS 44 (Rev. 12/07)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM)

I. (a) PLAINTIFFS	NSTRUCTIONS ON THE REVERSE OF THE FORM.)	DEFENDANTS		
Michael Lichwa and Ry	an Craig	ļ	ınd Interzone Entertair	nment II.C.
(b) County of Residence	- ·	County of Residence of NOTE: IN LAN	of First Listed Defendant (IN U.S. PLAINTIFF CASES D CONDEMNATION CASES, USINVOLVED.	Greene ONLY)
		Attorneys (If Known) es Law Offices of Jo Pebble Road, Su III. CITIZENSHIP OF F	ohn Benedict, John Be uite 260, Las Vegas, N	IV 89123 (Place an "X" in One Box for Plaintiff
U.S. Government Plaintiff	☐ 3 Federal Question (U.S. Government Not a Party)		TF DEF 1 Incorporated or Pr of Business In Thi	
2 U.S. Government Defendant	■ 4 Diversity (Indicate Citizenship of Parties in Item III)		I 2 D 2 Incorporated and I of Business In .	
IX NATION OF SIII	T (N) (AN) (A)	Foreign Country		
CONTRACT	T (Place an "X" in One Box Only) TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
□ 110 Insurance □ 120 Marine □ 130 Miller Act □ 140 Negotiable Instrument □ 150 Recovery of Overpayment	PERSONAL INJURY □ 310 Airplane □ 315 Airplane Product Liability □ 320 Assault, Libel & Slander □ 330 Federal Employers' Liability □ 340 Marine □ 345 Marine Product Liability □ 350 Motor Vehicle □ 750 Civil Rights □ 750 Civil Rights	G20 Other Food & Drug	□ 422 Appeal 28 USC 158 □ 423 Withdrawal 28 USC 157 ■ PROPERTY RIGHTS □ 820 Copyrights □ 840 Trademark ■ SOCIAL SECURITY □ 861 HIA (1395ff) □ 862 Black Lung (923) □ 863 DIWC/DIWW (405(g)) □ 864 SSID Title XVI □ 865 RSI (405(g)) ■ FEDERAL TAX SUITS □ 870 Taxes (U.S. Plaintiff or Defendant) □ 871 IRS—Third Party 26 USC 7609	□ 400 State Reapportionment □ 410 Antitrust □ 430 Banks and Banking □ 450 Commerce □ 460 Deportation □ 470 Racketeer Influenced and Corrupt Organizations □ 480 Consumer Credit □ 490 Cable/Sat TV □ 810 Selective Service □ 850 Securities/Commodities/ Exchange □ 875 Customer Challenge □ 12 USC 3410 □ 890 Other Statutory Actions □ 891 Agricultural Acts □ 892 Economic Stabilization Act □ 893 Environmental Matters □ 894 Energy Allocation Act □ 895 Freedom of Information Act □ 900Appeal of Fee Determination Under Equal Access to Justice □ 950 Constitutionality of State Statutes
🗇 1 Original 💆 2 Re	ate Court Appellate Court	Reopened anoth (speci		
VI. CAUSE OF ACTI	Brief description of cause: Breach of Contract		Market Committee of the	
VII. REQUESTED IN COMPLAINT:	UNDER F.R.C.P. 23	N DEMAND \$ 339,000.00	CHECK YES only JURY DEMAND:	if demanded in complaint:
VIII. RELATED CAS IF ANY	(See instructions): JUDGE		DOCKET NUMBER	
FOR OFFICE USE ONLY	SIGN/TURE OF M	TOBNEY OF RECORD		
DECEME!				