

JS 44 (Rev. 11/04)

### 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**

Chad Elie

(b) County of Residence of First Listed Plaintiff Clark County, NV

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Sigal Chattah, Esq., Law Offices of Sigal Chattah, 5875 S. Rainbow Blvd. #024, Las Vegas, Nevada 89118, (702) 360-6200

**DEFENDANTS**

Ifrah PLLC, a Professional Limited Liability Company, Alain Jeffery Ifrah a/k/a Jeff Ifrah, individually, Doe individuals I through

County of Residence of First Listed Defendant District of Columbia

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known)

Brian K. Terry, Esq., Thorndal, Armstrong, Delk, Balkenbush & Eisinger, 1100 E. Bridger Avenue, Las Vegas, Nevada 89101, (702)

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
- 2 U.S. Government Defendant
- 3 Federal Question (U.S. Government Not a Party)
- 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   |                                       |                            |   |                            |                                       |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
|   | PTF                                   | DEF                        |   | PTF                        | DEF                                   |
| Citizen of This State                   | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4            |
| Citizen of Another State                | <input type="checkbox"/> 2            | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3            | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6            |

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury  <b>PERSONAL INJURY</b> <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability  <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157  <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<b>PRISONER PETITIONS</b> <input type="checkbox"/> 510 Motions to Vacate Sentence <b>Habeas Corpus:</b> <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	<b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))  <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609

**V. ORIGIN**

(Place an "X" in One Box Only)

- 1 Original Proceeding
- 2 Removed from State Court
- 3 Remanded from Appellate Court
- 4 Reinstated or Reopened
- 5 Transferred from another district (specify)
- 6 Multidistrict Litigation
- 7 Appeal to District Judge from Magistrate Judgment

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

28 U.S.C. 1332

Brief description of cause:

Professional Malpractice, Breach of Contract, Breach of Covenant of Good Faith and Fair Dealing, Intentional

**VII. REQUESTED IN COMPLAINT:**

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

**DEMAND \$** 75,000.00

CHECK YES only if demanded in complaint:  
**JURY DEMAND:**  Yes  No

**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

5-21-13

SIGNATURE OF ATTORNEY OF RECORD

**FOR OFFICE USE ONLY**

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING F.P. \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_

1 BRIAN K. TERRY, ESQ.  
 2 Nevada Bar No. 3171  
bkt@thorndal.com  
 3 KENNETH R. LUND, ESQ.  
 4 Nevada Bar No. 10133  
krl@thorndal.com  
 5 THORNDAL, ARMSTRONG, DELK,  
 BALKENBUSH & EISINGER  
 6 1100 Bridger Avenue  
 7 Las Vegas, Nevada 89101  
 TEL: (702) 366-0622  
 8 FAX: (702) 366-0327  
 9 Attorneys for Defendants,  
 IFRAH PLLC and ALAIN JEFF IFRAH  
 10 (incorrectly captioned ALAIN JEFFERY IFRAH)

11  
 12 **UNITED STATES DISTRICT COURT**  
 13 **DISTRICT OF NEVADA**

14 CHAD ELIE,

15 Plaintiff,

16 vs.

17 IFRAH PLLC, a Professional Limited Liability  
 18 Company, ALAIN JEFFERY IFRAH a/k/a JEFF  
 19 IFRAH, individually, DOE individuals I through  
 20 XX, and ROE CORPORATIONS I through XX,

21 Defendants.

CASE NO.

22 **NOTICE OF REMOVAL**  
**PURSUANT TO 28 U.S.C §§ 1332,**  
**1441, AND 1446**

22 Defendants IFRAH PLLC and ALAIN JEFF IFRAH a/k/a JEFF IFRAH (incorrectly  
 23 named ALAIN JEFFERY IFRAH in the complaint) hereby give notice of removal of this  
 24 action to the United States District Court for the District of Nevada from the Nevada  
 25 Eighth Judicial District Court in and for Clark County. This Notice of Removal is signed  
 26 pursuant to Fed. R. Civ. P. 11. In support of this Notice of Removal, Defendants state  
 27 and allege as follows:  
 28

1           1.       The jurisdictional ground for removal is diversity of citizenship pursuant to  
2 28 U.S.C. § 1332.

3  
4           2.       There is complete diversity in this case. Plaintiff CHAD ELIE is a citizen of  
5 the State of Nevada. Defendant IFRAH PLLC is a professional limited liability company  
6 doing business in the District of Columbia. Defendant ALAIN JEFF IFRAH is a citizen of  
7 the State of Maryland.

8  
9           3.       This lawsuit arises out Plaintiff's indictment and eventual guilty plea for  
10 conspiracy to commit an offense against or to defraud the United States under 18 U.S.C.  
11 § 371 by the commission of bank fraud and by the operation of an illegal gambling  
12 business in violation of federal law. Plaintiff alleges causes of action against Defendants  
13 for professional malpractice, breach of contract, breach of a covenant of good faith and  
14 fair dealing, intentional misrepresentation, racketeering, and civil conspiracy. Defendants  
15 dispute each of these claims. Each claim lacks a reasonable basis in fact and law.

16  
17  
18           4.       The amount in controversy exceeds \$75,000 exclusive of interest and costs.  
19 Plaintiff claims, among other things, that he paid Defendants in excess of \$4 Million "in  
20 attorney's fees and commissions over the scope and course of Ifrah's representation" and  
21 he claims he served five months in prison as "a result of Defendant's wrongful advice."  
22 Although Defendants dispute the veracity of each of Plaintiff's claims, the jurisdictional  
23 amount required under 28 U.S.C. § 1332 is easily satisfied.

24  
25           5.       Attached to this notice are copies of all process, pleadings, and orders  
26 served upon Defendant IFRAH PLLC in the state court action. Plaintiff filed this lawsuit  
27 on April 11, 2013. (*See* Comp., attached as Exhibit "A"). A summons was issued by the  
28

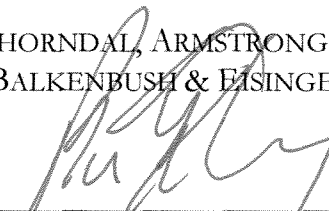


1 district court on April 15, 2013. (*See* Summons, attached as Exhibit "B"). Plaintiff filed an  
 2 amended complaint on May 14, 2013. (*See* Am. Comp., attached as Exhibit "C").  
 3  
 4 Defendant IFRAH PLLC was served with process and a copy of the complaint on May 3,  
 5 2013. Defendant ALAIN JEFF IFRAH was served with process and a copy of the complaint  
 6 on May 6, 2013. Accordingly, this notice of removal has been timely filed within 30 days  
 7 of service and within one year of commencement of the state court action.  
 8

9 6. All Defendants named in Plaintiff's complaint consent to removal.

10 DATED this 21 day of May, 2013

11 THORNDAL, ARMSTRONG, DELK,  
 12 BALKENBUSH & EISINGER

13   
 14 \_\_\_\_\_  
 15 BRIAN K. TERRY, ESQ.  
 16 Nevada Bar No. 3171  
 17 KENNETH R. LUND, ESQ.  
 18 Nevada Bar No. 10133  
 19 1100 Bridger Avenue  
 20 Las Vegas, Nevada 89101  
 21 Attorneys for Defendants,  
 22 IFRAH PLLC and ALAIN JEFF  
 23 IFRAH (incorrectly captioned ALAIN  
 24 JEFFERY IFRAH)  
 25  
 26  
 27  
 28

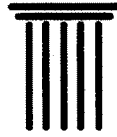
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**CERTIFICATE OF SERVICE**

Pursuant to Fed. R. Civ. P. 5 , I hereby certify that I am an employee of the law firm of THORNDAL, ARMSTRONG, DELK, BALKENBUSH & EISINGER, a Professional Corporation, and that on this 21 day of May, 2013, I duly deposited for mailing at Las Vegas, Nevada, a true and correct copy of the above and foregoing NOTICE OF REMOVAL PURSUANT TO 28 U.S.C. §§ 1332, 1441, AND 1446, postage prepaid, addressed to:

NAME	TEL., FAX NO. & E-MAIL	PARTY REPRESENTING
Sigal Chattah, Esq. LAW OFFICES OF SIGAL CHATTAH 5875 South Rainbow Blvd., #204 Las Vegas, Nevada 89118	Tel.: (702) 360-6200 Fax: (702) 643-6292  E-Mail: <a href="mailto:chattahlaw@gmail.com">chattahlaw@gmail.com</a>	Plaintiff

  
Employee of THORNDAL, ARMSTRONG, DELK,  
BALKENBUSH & EISINGER



LAW OFFICES  
**THORNDAL ARMSTRONG  
DELK BALKENBUSH & EISINGER**  
A PROFESSIONAL CORPORATION  
[www.thorndal.com](http://www.thorndal.com)

# EXHIBIT A



ORIGINAL

Electronically Filed  
04/11/2013 03:44:59 PM

*Alison L. Blum*  
CLERK OF THE COURT

1 **COMP**  
2 **SIGAL CHATTAH, ESQ.**  
3 Nevada Bar No.: 8264  
4 **LAW OFFICES OF SIGAL CHATTAH**  
5 5875 S. Rainbow Blvd. #024  
6 Las Vegas, Nevada 89118  
7 Tel: (702) 360-6200  
8 Fax: (702) 643-6292  
9 Chattahlaw@gmail.com  
10 Attorney for Plaintiff  
11 *Chad Elie*

270 CHECKS 2197  
CLERK

DISTRICT COURT  
CLARK COUNTY NEVADA

\*\*\*\*\*

10 CHAD ELIE

12 vs.

11 Plaintiff,

13 IFRAH PLLC, a Professional Limited Liability  
14 Company, ALAIN JEFFERY IFRAH a/k/a JEFF  
15 IFRAH, individually, DOE individuals I through  
16 XX, and ROE CORPORATIONS I through XX,

16 Defendants.

) A-13-679951-C  
) Case No.:  
) Dept No.: XVI

) **COMPLAINT**

) **EXEMPT FROM  
ARBITRATION**

17  
18 COMES NOW, Plaintiff, CHAD ELIE, by and through his attorney of record, SIGAL  
19 CHATTAH, ESQ., of the LAW OFFICES OF SIGAL CHATTAH, who hereby complains of  
20 Defendants and each of them and allege as follows:

21 **PARTIES**

22 1. Plaintiff, CHAD ELIE (hereinafter "Mr. ELIE") is and at all times herein  
23 mentioned, a resident of County of Clark, the state of Nevada.  
24  
25

1           2.     At all times mentioned herein, Defendant, IFRAH PLLC, (hereinafter "IFRAH  
2 PLLC") is a Professional Corporation doing business in the District of Columbia, with its  
3 principal place of business located in the District of Columbia.

4           3.     At all times mentioned herein, Defendant, ALAIN JEFFERY IFRAH a/k/a JEFF  
5 IFRAH, (hereinafter "IFRAH") was a licensed Attorney working on behalf of IFRAH PLLC, is  
6 a Professional Corporation doing business in the District of Columbia, with its principal place of  
7 business located in the District of Columbia.

8           4.     The true names and capacities, whether individual, corporate, associate, or  
9 otherwise, of Defendants DOES I through V, and ROE CORPORATIONS I through V,  
10 inclusive, are unknown to Plaintiff, who therefore sues said Defendants by such fictitious names.  
11 Plaintiff is informed and believes and thereon alleges that each of the Defendants designated  
12 herein as a DOE or ROE CORPORATION is responsible in some manner for the events and  
13 happenings herein referred to and damages caused proximately thereby to Plaintiff as herein  
14 alleged; that Plaintiff will ask leave of this Court to amend this Complaint to insert the true  
15 names and capacities of said Defendants DOES I through V and/or ROE CORPORATIONS I  
16 through V, when same have been ascertained by Plaintiff, together with appropriate charging  
17 allegations, and to join such Defendants in this action.

18           5.     All of the acts or failures to act herein were duly performed by and attributable to  
19 all Defendants, each acting as agent, employee, or under the direction and/or control of the  
20 others. Said acts or failures to act were within the scope of said agency and/or employment and  
21 each Defendant and ratified the acts and omissions by the other Defendants. Whenever and  
22 wherever reference is made in this Complaint to any acts by Defendants, such allegations and  
23 references shall also be deemed to mean the acts of each Defendant acting individually, jointly or  
24 severally.  
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**II.**  
**INTRODUCTION**

6. Defendant law firm IFRAH PLLC and their associates including IFRAH were retained to represent Mr. Elie in a United States District Court Case 2:09-cv-02120-PMP-VCF.

7. Defendant IFRAH PLLC and IFRAH was also retained by Mr. Elie on behalf of his Company Elite Debit and 21 Debit to represent him in various transactions involving the processing of funds for Full Tilt Poker (FTP) and Poker Stars (PS).

8. Defendant IFRAH PLLC and IFRAH represented Mr. Elie individually on various other cases.

**Jeff Ifrah/ Ifrah PLLC**

9. Jeff Ifrah, Esq., was at all times relevant herein and still continues to be known in the gaming and legal industry as a Specialist in his field.

10. Ifrah continues to write blogs and columns regarding online gaming, poker and E-Gaming business; including frequent contributing editorials on EGaming Review.

11. Ifrah has been nationally recognized as having expert knowledge in the online gaming industry by various online outlets such as EGaming Review, A-Z Online Casinos, and other outlets.

12. Ifrah has also been named by Chambers & Partners as “[o]ne of the most customer service-oriented lawyers,” and offers “exceptional expertise,” as to gaming law.

13. Even after the Black Friday Indictments, Ifrah remained the legal authority as Counsel to Full Tilt Poker and PokerStars (and Elie) to the continuous media coverage of the matter.

1           14. Naturally, as an expert in his field and the field of online gaming, specifically  
2 poker. Elie paid Ifrah in excess of \$4,000,000 USD, in attorney's fees and commissions over the  
3 scope and course of Ifrah's representation of Elie.

4           15. Once indicted as part of the Black Friday Indictments, throughout the course of  
5 discovery with the US Attorney's Office, Elie discovered the gruesome truth, that his own  
6 lawyer, Defendant, misrepresented him; That Ifrah hid critical documentation that had said  
7 documentation been disclosed to Mr. Elie, Mr. Elie would have never continued to process  
8 poker.

9           16. It was clear that Ifrah, used his position and esteem in the internet gaming  
10 industry to further his own economic endeavors insofar as to give Mr. Elie wrong advice  
11 regarding poker processing so that he could make a windfall from Elie, Full Tilt Poker and  
12 Pokerstars; then hid his involvement in same in violation of 18 USC §1001 when he provided  
13 information about his Clients to the United States Attorney's Office for the Southern District of  
14 New York.

15  
16           Partner Weekly, LLC v. Viable Marketing Corp et al

17           17. On October 7, 2009, Partner Weekly filed a Complaint in the Eighth Judicial  
18 District Court against Viable Marketing Corp (hereinafter "*Viable*") and Chad Elie individually;  
19 Case No: A09-601153 (later removed to USDC Case No.: 2:09-cv-02120-PMP-VCF).

20           18. The subject of said lawsuit involved an Advertising Agreement entered into by  
21 the Parties therein (Partner Weekly and Viable) wherein there was a dispute as too monies due  
22 and owing on said Agreement.  
23  
24  
25

1           19. Part of both Viable's and Mr. Elie's Affirmative Defenses and issues of material  
2 breach of contract were a breach of Exclusivity Agreement that was provided by Partner  
3 Weekly as an incentive in the subject transaction.

4           20. Defendant failed to file an Opposition on a Motion for Summary Judgment that  
5 was filed in said case, resulting in Partner Weekly prevailing against Viable and Mr. Elie on  
6 Summary Judgment.

7           21. Defendant further failed to litigate the merits on behalf of Elie and Viable  
8 regarding the Breach of the Exclusivity Agreement, resulting in the claim being lost as a result  
9 of said neglect.

10  
11 **US v Isai Schienberg Et Al**  
12 **Case No.: S3 10 Cr. 336**  
13 **Poker Processing Conflict**

14           22. Defendant individually and on behalf of the PLLC represented Pokerstars and  
15 Full Tilt Poker as their Counsel, in various cases and endeavors.

16           23. Defendant met Elie when Defendant represented a Company called Intabill  
17 acting on behalf of Pokerstars, which was suing Elie's Company Viable Marketing Corp.

18           24. Upon resolution of the litigation with Intabill, Elie subsequently, retained  
19 Defendant to represent him individually and on behalf of various other Companies including but  
20 not limited to Viable, Elite Debit and 21 Debit.

21           25. Defendant discussed various options of processing peer to peer online financial  
22 transactions with Elie on behalf of his Clients Full Tilt Poker and Pokerstars.

23           26. Defendant was representing a bank in Utah, known as Sun First Bank and  
24 Jeremy Johnson individually, and had encouraged Elie to begin processing through Sun First  
25

1 Bank wherein, Defendant would be paid as Counsel for Sun First Bank and Elite Debit (i.e.  
2 Johnson and Elie).

3 27. In 2009, Elie by and through his Company Elite Debit, retained Ifrah to represent  
4 his interests in obtaining information regarding legalities and recommendations regarding  
5 processing financial transactions related to peer to peer online poker.  
6

7 28. Despite Defendant's repeated claims that the poker processing was completely  
8 legal, the Federal Trade Commission had obtained a Temporary Restraining Order and froze all  
9 monies held by Sun First Bank associated with poker processing.

10 29. Defendant had a clear incentive for his Clients, Full Tilt Poker and Pokerstars in  
11 finding a Company that would process the financial transactions, and Mr. Elie's Company, 21  
12 Debit was the perfect Company to do so.

13 30. Despite Elie's hesitation to continue to process poker after the Department of  
14 Justice and Federal Trade Commission's Involvement in Sun First Bank, Ifrah continued to  
15 assure Elie that the peer to peer processing was lawful and that there were no criminal  
16 ramifications to engage in such activities.

17 31. Defendant made continuous representations to Elie that according to the Federal  
18 Deposit Insurance Corporation (FDIC) there were no problems with Pokerstars, Full Tilt Poker  
19 and Elie continuing to process poker transactions.  
20

21 32. Thereafter, Defendant orchestrated meetings with various Chicago Banks to  
22 begin processing Poker, specifically All American Bank and New City Bank in Chicago,  
23 Illinois.

24 33. Defendant claimed to represent Full Tilt Poker and Poker Stars as their Counsel,  
25 and as Counsel for 21 Debit in the transactions, reaping financial benefits from both.



1 34. Defendant gave Elie misleading advice to further his own pecuniary interests in  
2 his representation of Full Tilt Poker and Pokerstars.

3 35. Thereafter, Ifrah represented Elie with various banks as to set up the poker  
4 processing for both Pokerstars and Full Tilt Poker, whereby Elie by and through his Company  
5 21 Debit LLC relied on Ifrah's representation as to the legalities of same.

6 36. Defendant received payments from Full Tilt Poker and Pokerstars in his  
7 representation of them, for among other things, procuring companies (i.e. banks) to process  
8 poker transactions, regardless of whether such peer to peer online poker was legal or not.

9 37. Defendant further solicited, abetted and further recommended and encouraged  
10 Elie to continue to seek banks that would conduct such third party payment processing, despite  
11 the knowledge that said activities were unlawful.

12 38. Defendant would also receive monthly payments of \$100,000.00 per month from  
13 Elie's Company 21 Debit, paid directly from All American Bank as a commission on procuring  
14 the deals with the banks which processed poker transactions.

15 39. Ifrah continuously recommended that Elie retain experts and obtain legal  
16 opinions as to the legalities of third party processing in order to insulate both himself and Full  
17 Tilt Poker and Pokerstars from any liabilities.

18 40. Ifrah completely and with an utter disregard to his ethical obligations continued  
19 to serve both Clients despite a clear conflict of interest between them.

20 41. In fact, in late 2010, Ifrah received a Memorandum from the law firm of Akin  
21 Gump Strauss Hauer & Feld LLP, regarding discussions with the Counsels at Akin Gump and  
22 the US Attorney's Office for the Southern District of New York; whereby said US Attorneys  
23 confirmed to Akin Gump and Ifrah that third party poker processing was illegal.  
24  
25

1           42. Defendant failed to disclose this Memorandum to Elie and continued receiving  
2 payments from both Full Tilt Poker/ Pokerstars and Elie as long as all Parties continued  
3 processing poker, which Defendant aggressively sought.

4           44. It was only after Mr. Elie was indicted that it became known to him, that his  
5 Attorney, Mr. Ifrah, withheld the 2010 Akin Gump Memorandum.

6           45. Defendant received in excess of \$1,000,000.00 (One Million USD) in  
7 commission payments from Elie's company as Defendant's "cut" from the processing poker  
8 payments with the Banks.

9           46. It is clear that Defendants activities in both representing Full Tilt Poker and  
10 Pokerstars and Elie (and 21 Debit) were clear conflicts of interests whereby Defendant was  
11 continuously benefitting from his representation of both Companies.

12           47. Defendant specifically mislead Elie regarding the legalities of processing poker  
13 so that he can continue to receive monies (commission payments) from Elie.

14           48. It is also clear that Defendant placed Full Tilt Poker and Pokerstars interests  
15 above Elie's interests in violation of his Ethical obligations.

16           49. The most egregious act Defendant engaged in however, was providing testimony  
17 and information against Mr. Elie and others to the United States Attorney's Office in the  
18 Investigation leading to the Black Friday Indictments, including but not limited to his own  
19 Clients' indictments.<sup>1</sup>

20           50. Defendant provided testimony against his own Clients to avoid being indicted,  
21 denying his involvement in the Black Friday Affair. Defendants statements minimized his  
22 involvement in the operations in violation of 18 USC §1001.  
23  
24  
25





1 58. As a result of Defendants breach of his professional duty and failure to file an  
2 Opposition for Motion for Summary Judgment, Plaintiff in said action prevailed in the action  
3 without litigating the matter on its merits.

4 59. As a further result of Defendants breach of his duty and failure to assert a  
5 Counterclaim against Partner Weekly, Mr. Elie has lost his ability to litigate the merits of the  
6 anticipatory breaches in said action.

7 60. As a direct and proximate result of Defendants' breach, Mr. Elie has suffered  
8 damages in excess of \$10,000.00, the exact amount of which will be proven at trial.

9 61. As a further direct and proximate result of Defendants' breach, Mr. Elie has had  
10 to hire counsel to prosecute this matter by reason of which he is entitled to reasonable attorney's  
11 fees.

12  
13 **III.**  
14 **SECOND CLAIM FOR RELIEF**  
15 **(Professional Malpractice)**  
16 **(US v Isai Schienberg Et Al**  
17 **Case No.: S3 10 Cr. 336)**

18 62. Plaintiff repleads and realleges all of the paragraphs in the preceding Claims for  
19 Relief and incorporates the same by reference as if fully set forth herein.

20 63. Defendant owed a duty to Mr. Elie to use such skill, prudence, and diligence as a  
21 lawyer of ordinary skill and capacity in exercising and performing the tasks which they  
22 undertook.

23 64. Defendants failed to investigate whether Poker Processing in fact legal in  
24 accordance with the task that he was hired to do.

25 65. Defendant further failed to represent Elie in a matter that was not a conflict with  
his other Client's specifically Full Tilt Poker and Poker Stars.



1 75. Defendants have materially breached the Agreement with Mr. Elie the terms of  
2 thereon.

3 76. That it is Plaintiff's belief that all Defendants acted collusively with the intent to  
4 defraud Mr Elie of his monies, with malice aforethought regardless of Defendant's ethical  
5 obligations.

6 77. As a direct and proximate result of Defendants' breach of contract, Plaintiffs have  
7 been damaged in an amount in excess of \$10,000.00, the exact amount of which will be  
8 determined at trial.

9 78. That it has been necessary for Plaintiff to retain counsel to prosecute this action  
10 by reason of which he is entitled to reasonable attorney's fees.

11  
12 **VI.**  
13 **FOURTH CLAIM FOR RELIEF**  
14 **(Breach Of Covenant Of Good Faith and Fair Dealing Against All Defendants)**

15 79. Plaintiff repleads and realleges all of the paragraphs in the preceding Claims for  
16 Relief and incorporates the same by reference as if fully set forth herein.

17 80. Based on the continuous relationship between Plaintiff and Defendants, Elie  
18 continued to pay Defendants for the legal advice and consults as agreed by said parties and  
19 expected to be represented competently therefore.

20 81. Defendants, wrongfully and deliberately took advantage of the good faith  
21 extended by Mr. Elie in continuously providing payments under said Agreement, thereby  
22 breaching the implied covenant of good faith and fair dealing inherent in the subject Agreement.

23 82. Wherefore Defendants did not act in good faith, that is, did not perform the  
24 contract in the manner reasonably contemplated by the parties, Mr. Elie has a remedy that goes  
25 beyond that of breach of the express terms of the contract.





1           88.     That at the time Defendants, and each of them, jointly and severally, and/or their  
2 agents and/or representatives, made the statements and representations as contained in the  
3 foregoing allegations set forth in the paragraphs six (6) through fifty-four (54) above, and at the  
4 time the Plaintiff entered into their respective agreements and business transactions with, and  
5 provided monies to, Defendants, Plaintiff were ignorant of the falsity of the statements and/or  
6 representations of the Defendants, and each of them, jointly and severally, and/or their agents  
7 and/or representatives.

8  
9           89.     That in reliance upon the statements and/or representations of the Defendants, and  
10 each of them, jointly and severally, and/or their representatives and/or agents, the Plaintiff were  
11 induced to enter agreements and business transactions with and provide monies to Defendants,  
12 believing that the Defendants, and each of them, jointly and severally, and/or their agents and/or  
13 representatives would perform as represented and promised.

14           90.     That had the Plaintiff known that Defendants, and each of them, jointly and  
15 severally, and/or their representatives and/or agents, never intended to perform as represented  
16 and promised, the Plaintiff would have never entered into their respective agreements and  
17 business transactions with Defendants and would have never tendered monies to Defendants, and  
18 each of them, jointly and severally, and/or their representatives and/or agents for same.

19           91.     That Plaintiff's reliance upon the verbal and written representations of  
20 Defendants, and each of them, jointly and severally, and/or their representatives and/or agents  
21 was justified.

22  
23           92.     That as a result of the false and fraudulent misrepresentations of the Defendants,  
24 and each of them, jointly and severally, and/or their representatives and/or agents, the Plaintiff  
25 has been damaged in an amount in excess of \$10,000.00, and is entitled to punitive damages in



1 addition to general and/or compensatory damages, according to proof to be taken by the Court at  
2 the time of the trial of this matter, plus any and all applicable interest at the legal rate until fully  
3 paid.

4 93. That it has been necessary for Plaintiff to retain the services of legal counsel for  
5 which Plaintiff is entitled to recover such costs and expenses from Defendants.

6  
7 **XI**  
8 **SIXTH CLAIM FOR RELIEF**  
9 **(Civil Actions For Damages Resulting From Racketeering)**  
10 **All Defendants**

11 93. Plaintiff repleads and realleges all of the preceding paragraphs and incorporates  
12 the same by reference as if fully set forth herein.

13 94. NRS 207.400 forbids the use of any proceeds derived from racketeering activity  
14 when such person has received such proceeds with criminal intent.

15 95. NRS 207.470 provides that any person injured in his business or property by  
16 reason of any violation of NRS 207.400 has a cause of action against the person causing such  
17 injury for three times the actual damages sustained.

18 96. Defendants are considered an "Enterprise" as defined under NRS 207.380.

19 97. NRS 207.390 defines "Racketeering activity" as engaging in at least two crimes  
20 related to racketeering that have the same or similar pattern, intents, results, accomplices, victims  
21 or methods of commission, or are otherwise interrelated by distinguishing characteristics and are  
22 not isolated incidents, if at least one of the incidents occurred after July 1, 1983, and the last of  
23 the incidents occurred within 5 years after a prior commission of a crime related to racketeering.

24 98. During the course of the Defendant's representation of Elie commencing in 2009,  
25 the Defendants and others who are both known and unknown to the Plaintiff at this time, being  
person employed by and associated with the enterprise described in Paragraphs 2 through 5

1 which was engaged in, the activities which affected, interstate and foreign affairs of the  
2 enterprise through a pattern of racketeering activity, as hereinafter set forth in violation of NRS  
3 207.350 *et seq.*

4 99. The pattern of racketeering activity consisted of at least two acts involving  
5 Offering False Evidence and two acts of obtaining possession of money or property valued at  
6 \$650 or more by false pretenses. The specific acts of racketeering committed by the Defendants  
7 are set further below in paragraphs, eighty-five (85) through ).

8 **PREDICATE ACT I- OFFERING FALSE EVIDENCE**  
9

10 100. Defendant provided false and untruthful information and testimony about Mr. Elie  
11 and his Clients to the US Attorney's Office in the investigation leading to the Black Friday  
12 Indictments dated April 15, 2011.

13 101. That Defendant provided said false information and testimony and failed to  
14 disclose his own involvement in the Black Friday Investigation to avoid prosecution along with  
15 his Clients at Full Tilt Poker/ Pokerstars and Mr. Elie.

16 102. Defendant's actions involved a pattern of providing false and misleading  
17 information against Plaintiff herein along with other unnamed individuals, also Clients of  
18 Defendant's to the US Attorney's Office in violation of his ethical obligations to his Client to  
19 avoid his own prosecution.  
20

21 103. As a result of Defendant's failure to acknowledge and disclose his own receipt of  
22 profits from peer to peer poker processing, and protect Mr. Elie's interests, Mr. Elie was  
23 indicted along with others in the case of *US v Isai Schienberg Et Al*, Case No.: S3 10-Cr. 336.

24 ///

25 ///

1  
2 **PREDICATE ACT II- FALSE PRETENSES**

3 104. Defendant, knowingly and designedly by false pretense and with an intent to  
4 cheat and defraud obtained from Plaintiff monies as his Counsel to represent his best interests  
5 individually and on behalf of his Company 21 Debit.

6 105. Defendant continued to provide Elie with false information regarding the  
7 legalities of peer to peer poker processing to further his own pecuniary interests as both attorney  
8 for Elie and for Full Tilt Poker and Pokerstars.

9 106. Defendant encouraged Elie to process poker with various banks as stated supra.  
10 And received monies from processing poker transaction despite clearly knowing that the  
11 processing of such poker transactions were likely illegal.  
12

13 **PREDICATE ACT III NRS 205.390. OBTAINING SIGNATURE BY FALSE**  
14 **PRETENSES**

15 107. Defendants intentionally solicited Plaintiff's business by providing Plaintiff with  
16 alleged legal opinions which Defendant allegedly obtained to obtain Elie's business in the poker  
17 processing.

18 108. Defendants specifically knew that the legal advice he was providing was more for  
19 the purposes of serving his own pecuniary interests over his obligation to Mr. Elie.

20 109. Defendants intentionally and knowingly with the intent to fraudulently induce  
21 misrepresented the legal facts to induce Plaintiff into entering into the poker processing  
22 Agreements with banks, so that Mr. Ifrah would receive monies in excess of \$1,000,000.00  
23 Annually from 21 Debit.

24 110. Defendant maliciously and knowingly with the intent to fraudulently induce Mr.  
25 Elie to process poker continuously misrepresented the legalities of same.

1 110. Defendant, with the intent to cheat and/or defraud Plaintiff herein, another,  
2 designedly by color and/or aid of a false writing or other false pretense, representation or  
3 presentation obtained the signatures of Plaintiff herein Agreements with banks and poker sites.

4 111. Defendants are further guilty of obtaining possession of money and/or property  
5 valued at \$650 or more, and/or obtaining a signature by means of false pretenses;

6 112 Defendants actions of obtaining possession or money and/or property valued at  
7 \$650.00 or more and/or obtaining a signature by means of false pretenses has been completed in  
8 a pattern of activities, deliberate and with aforethought, to defraud the Plaintiff.

9 113. That it has been necessary for Plaintiff to retain the services of legal counsel for  
10 which Plaintiff is entitled to recover such costs and expenses from Defendants.

11 **SEVENTH CLAIM FOR RELIEF**  
12 **(Piercing the Corporate Veil- All Defendants)**

13 114. Plaintiff repleads and realleges all of the preceding paragraphs and incorporates  
14 the same by reference as if fully set forth herein.

15 115. Defendant IFRAH PLLC, and Defendants each and everyone one of them,  
16 collectively as a group, were and are at all times relevant herein influenced and governed by  
17 Defendants IFRAH, wherein such a unity of interest and ownership that one is inseparable from  
18 the other.

19  
20 116. Wherefore such behavior of a corporate entity demonstrates that any adherence to  
21 the corporate fiction of a separate entity would sanction fraud and/or promote injustice.

22 117. That as a direct and proximate result of Defendants' unconscionable behavior,  
23 Plaintiff has been damaged in an amount in excess of \$10,000.00, the exact amount of which will  
24 be determined at trial.  
25



1 118. As a further direct and proximate result of Defendants behavior, Plaintiff has had  
2 to hire Counsel to prosecute this matter by reason which he is entitled to reasonable attorney's  
3 fees.

4 XI.  
5 EIGHTH CLAIM FOR RELIEF  
6 (Civil Conspiracy/Collusion All Defendants)

7 119. Plaintiff repleads and realleges all of the preceding paragraphs and incorporates  
8 the same by reference as if fully set forth herein.

9 120. Defendants and each of them acted in concert in planning and carrying out the  
10 actions alleged in this Complaint

11 121. Defendants and each of them engaged in the acts alleged in this Complaint in  
12 furtherance of the common design.

13 122. As a direct and proximate result of Defendants' actions, Plaintiffs have incurred  
14 compensatory damages in an amount according to proof.

15 123. As a direct and proximate result of Defendants' actions, Plaintiffs have incurred  
16 reasonable attorneys' fees and costs in pursuing this action in an amount according to proof.

17 WHEREFORE, Plaintiff demands judgment against Defendants as follows:

18 1. For consequential damages in an amount in excess of \$10,000, the exact amount  
19 of which will be proven at trial;

20 2. For all out of pocket costs incurred by the Plaintiff since the commencement of  
21 the underlying litigation.

22 3. For punitive damages in accordance with NRS 207.470

23 4. For attorney's fees and costs of suit;

24 ///

25







LAW OFFICES  
**THORNDAL ARMSTRONG  
DELK BALKENBUSH & EISINGER**  
A PROFESSIONAL CORPORATION  
[www.thorndal.com](http://www.thorndal.com)

**EXHIBIT B**

**SUMM**

**District Court**

**CLARK COUNTY, NEVADA**

CHAD ELIE )

Plaintiff, )

vs. )

IFRAH PLLC, a Professional Limited Liability )  
Company, ALAIN JEFFERY IFRAH a/k/a JEFF )  
IFRAH, individually, DOE individuals I through )  
XX, and ROE CORPORATIONS I through XX, )

Defendants. )

Case No.: A-13-679951-C

Dept No.: XVI

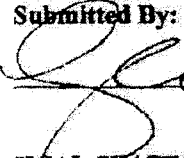
**SUMMONS**

**NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS. READ THE INFORMATION BELOW.**

**TO THE DEFENDANT(S):** A civil Complaint has been filed by the Plaintiff(s) against you for the relief set forth in the Complaint.

1. If you intend to defend this lawsuit, within 20 days after this Summons is served on you, exclusive of the day of service, you must do the following:
  - a. File with the Clerk of this Court, whose address is shown below, a formal written response to the Complaint in accordance with the rules of the Court, with the appropriate filing fee.
  - b. Serve a copy of your response upon the attorney whose name and address is shown below.
2. Unless you respond, your default will be entered upon application of the Plaintiff(s) and this Court may enter a judgment against you for the relief demanded in the Complaint, which could result in the taking of money or property or other relief requested in the Complaint.
3. If you intend to seek the advice of an attorney in this matter, you should do so promptly so that your response may be filed on time.
4. The State of Nevada, its political subdivisions, agencies, officers, employees, board members, commission members and legislators, each have 45 days after service of this Summons within which to file an Answer or other responsive pleading to the Complaint.

Submitted By:

  
\_\_\_\_\_  
(Signature)

SIGAL CHATTAH, ESQ.  
NEVADA BAR NO.: 8264  
5875 S. RAINBOW BLVD #203  
LAS VEGAS NEVADA 89118  
(702) 360-6200  
ATTORNEY FOR PLAINTIFF

CLERK OF COURT

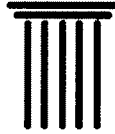
By: WALTER ABREGO-BONILLA  
Deputy Clerk

Clark County Courthouse  
200 South Third Street  
Las Vegas, NV 89155

APR 15 2013



**NOTE: When service is by publication, add a brief statement of the object of the action.**

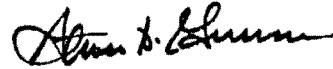


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**EXHIBIT C**

ORIGINAL

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05/14/2013 03:50:12 PM



CLERK OF THE COURT

1 **ACOMP**  
2 **SIGAL CHATTAH, ESQ.**  
3 Nevada Bar No.: 8264  
4 **LAW OFFICES OF SIGAL CHATTAH**  
5 5875 S. Rainbow Blvd. #024  
6 Las Vegas, Nevada 89118  
7 Tel: (702) 360-6200  
8 Fax:(702) 643-6292  
9 **Chattahlaw@gmail.com**  
10 **Attorney for Plaintiff**  
11 **Chad Elie**

7 **DISTRICT COURT**

8 **CLARK COUNTY NEVADA**

9 \*\*\*\*\*

10 **CHAD ELIE** )  
11 )  
12 **Plaintiff,** )  
13 **vs.** )  
14 **IFRAH PLLC, a Professional Limited Liability** )  
15 **Company, ALAIN JEFFERY IFRAH a/k/a JEFF** )  
16 **IFRAH, individually, DOE individuals I through** )  
17 **XX, and ROE CORPORATIONS I through XX,** )  
18 **Defendants.** )

Case No.: A679951  
Dept. No.: XVI

**AMENDED COMPLAINT**  
**EXEMPT FROM**  
**ARBITRATION**

17 **AMENDED COMPLAINT**

18  
19 **COMES NOW, Plaintiff, CHAD ELIE, by and through his attorney of record, SIGAL**  
20 **CHATTAH, ESQ., of the LAW OFFICES OF SIGAL CHATTAH, who hereby submits the**  
21 **foregoing Amended Complaint and complains of Defendants and each of them and allege as**  
22 **follows:**

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**I.**  
**PARTIES**

1. Plaintiff, CHAD ELIE (hereinafter "Plaintiff" or "Mr. ELIE") is and at all times herein mentioned, a resident of County of Clark, the State of Nevada.

2. At all times mentioned herein, Defendant, IFRAH PLLC, (hereinafter "IFRAH PLLC") is a Professional Corporation with its principle office located in the District of Columbia, but which has done business on behalf of Mr. ELIE in numerous states, including Nevada California, Florida, and Illinois.

3. At all times mentioned herein, Defendant, ALAIN JEFFERY IFRAH a/k/a JEFF IFRAH, (hereinafter "Mr. IFRAH") was a licensed Attorney owning and operating IFRAH PLLC. Upon information and belief, Mr. IFRAH is licensed as an attorney in the District of Columbia, but not licensed in Nevada, California, Florida or Illinois, although he performed services for and provided legal advice to Mr. ELIE while Mr. ELIE was residing in those other jurisdictions and/or operating businesses from those other jurisdictions.

4. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants DOES I through V, and ROE CORPORATIONS I through V, inclusive, are unknown to Plaintiff, who therefore sues said Defendants by such fictitious names. Plaintiff is informed and believes and thereon alleges that each of the Defendants designated herein as a DOE or ROE CORPORATION is responsible in some manner for the events and happenings herein referred to and damages caused proximately thereby to Plaintiff as herein alleged; that Plaintiff will ask leave of this Court to amend this Complaint to insert the true names and capacities of said Defendants DOES I through V and/or ROE CORPORATIONS I through V, when same have been ascertained by Plaintiff, together with appropriate charging allegations, and to join such Defendants in this action.

5. All of the acts or failures to act herein were duly performed by and attributable to all Defendants, each acting as agent, employee, or under the direction and/or control of the

1 others. Said acts or failures to act were within the scope of said agency and/or employment and  
2 each Defendant and ratified the acts and omissions by the other Defendants. Whenever and  
3 wherever reference is made in this Complaint to any acts by Defendants, such allegations and  
4 references shall also be deemed to mean the acts of each Defendant acting individually, jointly or  
5 severally.

6  
7 **II.**  
**INTRODUCTION**

8 6. Defendant law firm IFRAH PLLC and its partners and associates, including Mr.  
9 IFRAH were retained to represent Mr. ELIE in a United States District Court Case *2:09-cv-*  
10 *02120-PMP-VCF*.

11 7. Defendant IFRAH PLLC and Mr. IFRAH was also retained by Mr. ELIE on  
12 behalf of his Company Elite Debit and 21 Debit to represent him in various transactions  
13 involving the payment processing for two internet poker businesses that Mr. IFRAH  
14 represented: Full Tilt Poker ("FTP") and Poker Stars ("PS").

15 8. Defendant IFRAH PLLC and Mr. IFRAH represented Mr. ELIE individually on  
16 various other cases and provided ongoing legal advice to Mr. ELIE from 2008 until through  
17 2011 and even after Mr. ELIE's arrest on Friday, April 15, 2011, following his indictment for  
18 offenses concerning his operations as a payment processor for Internet Merchants FTP and PS.

19  
20 **Jeff Ifrah/ Ifrah PLLC**

21 9. At all times relevant herein, Mr. IFRAH portrayed himself as a leader in the  
22 provision of legal advice to individuals and entities involved in the gaming industry-including  
23 but not limited to the Internet Poker industry. Mr. IFRAH held himself out as a Specialist in the  
24 Internet gaming field.  
25



1           10. Mr. IFRAH has published and continues to publish blogs and columns regarding  
2 online gaming, poker and E-Gaming business, including frequent contributing editorials on  
3 EGaming Review.

4           11. Mr. IFRAH has permitted himself to be nationally recognized as having expert  
5 knowledge in the online gaming industry by various online outlets such as EGaming Review,  
6 A-Z Online Casinos, and other outlets.

7           12. Mr. IFRAH has also been named by Chambers & Partners as “[o]ne of the most  
8 customer service-oriented lawyers,” offering “exceptional expertise” concerning gaming law.

9           13. Mr. ELIE relied on Mr. IFRAH’s professional expertise as a top-tier litigation  
10 attorney with particular expertise over the field of online gaming, specifically Internet poker.  
11

12           14. Acting upon such reliance, Mr. ELIE engaged Mr. IFRAH’s services as his  
13 attorney and eventually, ELIE paid Mr. IFRAH in excess of four million dollars  
14 (\$4,000,000.00), in attorney’s fees and what Mr. IFRAH termed “commissions” during the  
15 course of Mr. IFRAH’s representation of Mr. ELIE.

16           15. Once indicted as part of the Black Friday Indictments, throughout the course of  
17 discovery with the US Attorney’s Office, ELIE discovered the gruesome truth, that his own  
18 lawyer, Mr. IFRAH, knowingly misrepresented the facts and the law to him; that Mr. IFRAH  
19 hid critical documentation that had said documentation been disclosed to Mr. ELIE, Mr. ELIE  
20 would have never continued to process poker.  
21

22           16. It was clear that Mr. IFRAH, used his position and esteem in the internet gaming  
23 industry to further his own economic endeavors at Mr. ELIE’s expense and to Mr. ELIE’S  
24 prejudice.  
25

1 17. IFRAH gave Mr. ELIE wrong advice regarding poker processing so that Mr.  
2 IFRAH's other client-operators of Internet Poker sites-would benefit while Mr. IFRAH would  
3 make a windfall not just from Mr. ELIE; but from these other clients that were paying Mr.  
4 IFRAH substantial sums to find them a payment processing solution that would allow them to  
5 operate in the United States without any apparent domestic presence here.

6 18. Mr. IFRAH took money not just from Mr. ELIE, but from FTP and PS; then hid  
7 his involvement in same in violation of 18 USC §1001 when he provided information about his  
8 Clients to the United States Attorney's Office for the Southern District of New York.

9 19 Mr. IFRAH specifically denied ever advising Mr. ELIE that processing  
10 exclusively for Internet poker operators was legal.  
11

12 **Partner Weekly, LLC v. Viable Marketing Corp et al**

13 20. On October 7, 2009, Partner Weekly filed a Complaint in the Eighth Judicial  
14 District Court against Viable Marketing Corp (hereinafter "*Viable*") and Chad ELIE  
15 individually; Case No: A09-601153 (later removed to USDC Case No.: 2:09-cv-02120-PMP-  
16 VCF).

17 21. The subject of said lawsuit involved an Advertising Agreement entered into by  
18 the Parties therein (Partner Weekly and Viable) wherein there was a dispute as to monies due  
19 and owing on said Agreement.

20 22. Part of both *Viable's* and Mr. ELIE's Affirmative Defenses and issues of  
21 material breach of contract were a breach of Exclusivity Agreement that was provided by  
22 Partner Weekly as an incentive in the subject transaction.  
23

24 23. Mr. ELIE retained Defendants to defend his and *Viable's* interest in the litigation  
25 but Defendants-failed to file a timely Opposition on a Motion for Summary Judgment that was

1 filed in said case, resulting in Partner Weekly prevailing against Viable and Mr. ELIE on  
2 Summary Judgment.

3 24. Defendant further failed to litigate the merits on behalf of ELIE and Viable  
4 regarding the Breach of the Exclusivity Agreement, resulting in the claim being lost as a result  
5 of said neglect.

6 **US v Isai Schienberg Et Al**  
7 **Case No.: S3 10 Cr. 336**  
8 **Poker Processing Conflict and**  
**Affirmative or Fraud/Misrepresentations**

9 25. Defendant Mr. IFRAH individually and on behalf of the PLLC represented PS  
10 and FTP as their Counsel, in various cases and endeavors.

11 26. Mr. IFRAH met Mr. ELIE when Defendant represented a Company called  
12 Intabill<sup>1</sup> a lawsuit that Intabill initiated against Mr. ELIE's company, Viable Marketing, Inc..

13 27. During the Intabill lawsuit, even while knowing that Mr. ELIE was represented  
14 by counsel in that matter, Mr. IFRAH directly engaged in settlement negotiations with Mr.  
15 ELIE.

16 28. Said communications affected Mr. ELIE's existing attorney-client relationship  
17 with his then-existing counsel, even prompting Mr. ELIE's former counsel to threaten reporting  
18 these direct communications to the Court and/or the State Bar of Florida officials.

19 29. Based on Mr. IFRAH's representations to Mr. ELIE about future processing  
20 opportunities, Mr. ELIE resolved the litigation with Intabill by agreeing to pay funds to Internet  
21 poker merchants.  
22  
23  
24  
25

---

<sup>1</sup> PS acquired the interest of Intabill through the course of PS litigation against Intabill and one Daniel Tsvetkoff.

1           30.     Subsequently, Mr. ELIE retained Defendants to represent him individually and  
2 on behalf of various other Companies including but not limited to Viable Marketing, and  
3 payment processing companies Elite Debit and 21 Debit.

4           31.     Defendants discussed various options of processing peer to peer online financial  
5 transactions with Mr. ELIE on behalf of Mr. IFRAH's other clients-FTP and PS.

6           32.     Initially, Mr. IFRAH indicated that he represented PS and that he had a very  
7 close relationship with its Owner/Founder, Isai Sheinberg; later Mr. IFRAH would indicate to  
8 Mr. ELIE that he represented, or also represented FTP's interest.

9           33.     In 2009, ELIE by and through his Company Elite Debit, retained IFRAH to  
10 represent his interests in obtaining information regarding legalities and recommendations  
11 regarding processing financial transactions related to peer to peer online poker.

12           34.     During numerous conversations with Mr. ELIE at times when he was being paid  
13 by Mr. ELIE, including conversations though phone and phone "texting", Mr. IFRAH told Mr.  
14 ELIE that poker processing was lawful and that the US Government was not concerned with  
15 poker, but rather with start-up e-commerce and not peer- to peer.

16           35.     Mr. IFRAH explained that those other activities were what had compromised  
17 Intabill with Regulators and Law Enforcement Officials, not its processing for the Internet  
18 Poker Merchants.

19           36.     Relying on Mr. IFRAH's counsel, Mr. ELIE and others commenced processing  
20 of Internet poker payments on behalf of internet poker merchants out of a Utah based bank  
21 known as Sun First Bank.  
22  
23  
24  
25

1           37.     IFRAH had encouraged Mr. ELIE and another individual, Jeremy Johnson to  
2 begin processing on behalf of the Internet poker merchants he represented through Sun First  
3 Bank.

4           38.     IFRAH further advised Sun First Bank that processing on behalf of Internet  
5 poker merchants was lawful, provided that the occurrence of poker processing was disclosed to  
6 the bank.

7           39.     IFRAH acting on his own behalf and/or on behalf of his law firm circulated legal  
8 opinions from others that appeared to support his advice that such processing was lawful.  
9

10          40.     IFRAH further provided advice to Mr. ELIE while charging Mr. ELIE and/or his  
11 business partner at that time for services in securing processing relationships with Sun First  
12 Bank and the internet poker merchants Mr. IFRAH represented ELIE.

13          41.     Mr. IFRAH was paid considerable sums to secure a payment processing solution  
14 and IFRAH's solution was to convince Mr. ELIE that he would make lots of money, like  
15 IFRAH was making, by engaging in activity that others viewed, *erroneously according to Mr.*  
16 *IFRAH* as unlawful.

17          42.     In 2010 Mr. ELIE spoke with a US Government Investigator and Prosecutors  
18 about his processing of Internet poker transactions.

19          43.     After those specific discussions with various Government Investigators  
20 (involving different counsel from IFRAH), Mr. ELIE made a conscious decision to retreat from  
21 the internet poker processing business.  
22

23          44.     At about that same time, Mr. ELIE learned that Federal Regulators had assumed  
24 control over Sun First Bank's operations and stopped its payment processing activities.  
25



1           45.     Mr. ELIE explained his decision to IFRAH and notified him that he was no  
2 longer interested in processing poker payments.

3           46.     After Mr. ELIE announced his unwillingness to process Internet poker payment  
4 transactions, IFRAH's poker clients agreed to pay IFRAH considerable sums to find for them a  
5 domestic based payment processing solution that would allow them to continue operating  
6 without any domestic assets.

7           47.     IFRAH returned to Mr. ELIE, telling him that there was plenty of legitimate  
8 money to be made as long as poker processing was disclosed to the bank.

9           48.     When Mr. ELIE questioned IFRAH about this advice, given the fact the Sun  
10 First Bank had recently been closed by US Government Officials even though poker processing  
11 was fully disclosed at Sun First, IFRAH told Mr. ELIE that Sun First Bank was not shut down  
12 because of the processing, but because, of other merchants that the regulators deemed unsavory.  
13

14           49.     Furthermore, IFRAH told ELIE that after Mr. ELIE pulled away from Sun First  
15 Bank, Mr. ELIE's former Business Partner and his colleagues had started to process on behalf  
16 of other Merchants and that Federal Regulators deemed unsavory.

17           50.     IFRAH assured Mr. ELIE that poker only transactions were lawful and fully  
18 defensible.

19           51.     As a test of this advice, Mr. ELIE asked IFRAH to secure an agreement from the  
20 poker operators he was also representing to indemnify Mr. ELIE if the Government were to  
21 challenge the legality of poker-only payment processing transactions.  
22

23           52.     On Mr. ELIE's behalf, IFRAH did negotiate and secure an Indemnification  
24 Agreement from at least one of the poker merchants for whom IFRAH also worked.  
25

1           53.     Despite Mr. IFRAH's repeated claims that the poker processing was completely  
2 legal, the Federal Trade Commission had obtained a Temporary Restraining Order and froze all  
3 monies held by Sun First Bank associated with poker processing.

4           54.     Defendant had a clear incentive for his Clients, FTP and PS in finding a  
5 Company that would process the financial transactions, and Mr. ELIE's with his new Company,  
6 21 Debit became the perfect means for securing a third-party domestic processing solution.

7           55.     Despite Mr. ELIE's hesitation to continue to process poker after the Department  
8 of Justice and Federal Trade Commission's Involvement in Sun First Bank, IFRAH continued  
9 to assure Mr. ELIE that the peer to peer processing was lawful and that there were no criminal  
10 ramifications to engage in such activities.

11           56.     IFRAH made continuous representations to ELIE that according to the Federal  
12 Deposit Insurance Corporation (FDIC) there were no problems with PS, FTP and Mr. ELIE  
13 continuing to process poker transactions.

14           57.     Thereafter, IFRAH orchestrated meetings with various Chicago Banks to begin  
15 processing poker, specifically All American Bank and New City Bank in the Chicago, Illinois  
16 area.  
17

18           58.     IFRAH claimed to represent FTP and PS as their Counsel, and as Counsel for 21  
19 Debit in the transactions, charging both for his services and reaping financial benefits from  
20 both.  
21

22           59.     In Mr. ELIE's case, IFRAH requested the payments made to him be  
23 characterized as payments for "consulting" services rather than legal services.

24           60.     Upon information and belief, IFRAH asked for such payments to be so  
25 characterized because he knew that the US Government was likely to come after Mr. ELIE and

1 the poker merchants and he did not want to face disqualification from representing a criminal  
2 Defendant on the basis that he had provided legal advice to that or another Defendant.

3 61 IFRAH gave Mr. ELIE misleading advice to further his own pecuniary interests  
4 in his representation of Full Tilt Poker and Pokerstars.

5 62. Thereafter, IFRAH represented Mr. ELIE with various banks as to set up the  
6 poker processing for both PS and FTP, whereby Mr. ELIE and his Company 21 Debit LLC,  
7 relied on IFRAH's representation and assurances as to the legalities of same.

8 63. IFRAH received payments from FTP and PS in his representation of them, for  
9 among other things, procuring companies (i.e. banks and payment and payment processors) to  
10 process poker transactions, regardless of whether such peer to peer online poker was legal.

11 64. IFRAH further solicited, abetted and further recommended and encouraged Mr.  
12 ELIE to continue to seek banks that would conduct such third party payment processing, despite  
13 IFRAH's knowledge that said activities were highly risking and possibly unlawful.

14 65. IFRAH would also receive monthly payments of approximately \$100,000.00 per  
15 month from Mr. ELIE's Company 21 Debit, paid directly from All American Bank, as a so-  
16 called ongoing "commission" on procuring the deals with the banks which processed poker  
17 transactions.  
18

19 66. IFRAH continuously recommended that Mr. ELIE also retain other experts and  
20 obtain legal opinions as to the legalities of third party processing in order to insulate both  
21 himself and FTP and PS from any liabilities.

22 67. IFRAH completely and with an utter disregard to his ethical obligations to Mr.  
23 ELIE continued to advise Mr. ELIE and to serve the interests of his poker merchant Clients  
24 despite a clear conflict of interest between them and the advice he was giving to them.  
25

1           68.     Indeed, the merchants were advised to stay out of the United States of America  
2 while Mr. ELIE was advised that what he was doing was safe.

3           69.     In fact, in late 2010, IFRAH received a Memorandum from the law firm of Akin  
4 Gump Strauss Hauer & Feld LLP, regarding discussions involving Akin Gump and the US  
5 Attorney's Office for the Southern District of New York; whereby prosecutors confirmed to  
6 Akin Gump and to IFRAH that they believed that third-party poker processing was illegal.

7           70.     IFRAH failed to disclose this Memorandum to Mr. ELIE and continued  
8 receiving payments from both FTP/PS and Mr. ELIE as long as all Parties continued processing  
9 poker, which IFRAH advised in favor of and aggressively sought.

10           71.     It was only after Mr. ELIE was indicted that it became known to him, that his  
11 Attorney, IFRAH, withheld the 2010 Akin Gump Memorandum and other information he  
12 possessed and believed.

13           72.     After his arrest in the Black Friday Indictments, Mr. ELIE was represented by  
14 another Attorney; not by IFRAH.

15           73.     When said Attorney approached IFRAH about IFRAH's willingness to provide  
16 an "[A]dvice of Counsel" defense to Mr. ELIE given the fact that IFRAH had accompanied Mr.  
17 ELIE into Sun First Bank and then later from Bank to Bank in Illinois, advising Bank  
18 management that poker processing was legal and providing legal opinions to Mr. ELIE and to  
19 the banks for their review, IFRAH denied that he represented Mr. ELIE on this issue.  
20

21           74.     IFRAH claimed that he had always believed that the government would go after  
22 the poker merchants and their payment processors and he wanted to be able to represent one of  
23 them in the ensuing criminal prosecution.  
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1           75. For that reason, IFRAH stated, that he always made sure that his name was not  
2 on the legal opinions he circulated.

3           76. IFRAH never disclosed this information about his concerns to Mr. ELIE before  
4 Mr. ELIE'S arrest.

5           78. Defendants received in excess of \$1,000,000.00 (One Million USD) in  
6 commission payments from Mr. ELIE's companies as Defendant's "cut" from the processing  
7 poker payments with the banks.

8           79. It is clear that Defendants' activities in both representing FTP and PS and ELIE  
9 (and 21 Debit) were clear conflicts of interests whereby Defendants' were as continuously  
10 benefitting from representation of both individuals and entities with interests that were utterly  
11 inconsistent but that were not fully disclosed to Mr. ELIE.

12           80. Defendant specifically mislead ELIE regarding the legalities of processing poker  
13 so that he can continue to receive monies (commission payments) from ELIE.

14           81. It is also clear that Defendant placed Full Tilt Poker and Pokerstars interests  
15 above ELIE's interests in violation of his Ethical obligations.

16           82. The most egregious act Defendant IFRAH engaged in however, was providing  
17 testimony and information against Mr. ELIE and others to the United States Attorney's Office  
18 in the Investigation leading to the Black Friday Indictments, including but not limited to his  
19 own Clients' indictments.<sup>1</sup>

20           83. Defendant IFRAH provided testimony against his own clients to avoid being  
21 indicted, altogether denying his involvement in the Black Friday Affair except as an attorney  
22 advising the poker companies.  
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1           84. Defendant's statements minimized his involvement in the operations, including  
2 the fact that he was being paid commissions on processing no different from the commissions  
3 that the government would determine, in Mr. ELIE's case, were illegal and eventually  
4 forfeitable.

5           84. IFRAH received revenue from the poker processing as commission payments  
6 tantamount to what a business partner of ELIE would have received.

7           85. IFRAH's statements were material and certainly violative of 18 U.S.C. §1001.

8           86. While providing the US Attorney's Office with testimony against his clients,  
9 IFRAH failed to disclose that he was receiving commission payments directly from Mr. ELIE's  
10 companies 21 Debit and Elite Debit as commissions for assisting Mr. ELIE in obtaining  
11 exclusive poker payment processing accounts with FTP and PS that IFRAH told Mr. ELIE were  
12 fully legal.

13           87. Defendant IFRAH violated the basic rules of his ethical obligations to Mr. ELIE  
14 and put his own pecuniary interests ahead of his client's and in turn thereafter, attempted to  
15 absolve himself of any illegal activity by denying his involvement in Mr. ELIE's processing  
16 decisions.

17           88. Instead IFRAH told the U.S. Attorney's office that he had not provided any legal  
18 advice to Mr. ELIE.

19           89. As a result of Defendant's misrepresentations and false and misleading legal  
20 advice, Mr. ELIE re-engaged in payment processing with Mr. IFRAH even after Sun First Bank  
21 was closed and was indicted along with others in the April 15, 2011, Black Friday indictments.  
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1 98. As a further direct and proximate result of Defendants' breach, Mr. ELIE has had  
2 to hire counsel to prosecute this matter by reason of which he is entitled to reasonable attorney's  
3 fees.

4 **IV.**  
5 **SECOND CLAIM FOR RELIEF**  
6 **(Professional Malpractice)**  
7 **(US v Isai Schienberg Et Al**  
8 **Case No.: S3 10 Cr. 336)**

9 99. Plaintiff repleads and realleges all of the paragraphs in the preceding Claims for  
10 relief and incorporates the same by reference as if fully set forth herein.

11 100. Defendant owed a duty to Mr. ELIE to use such skill, prudence, and diligence as a  
12 lawyer of ordinary skill and capacity in exercising and performing the tasks which they  
13 undertook.

14 101. Defendants failed to investigate whether Poker Processing in fact legal in  
15 accordance with the task that he was hired to do.

16 102. Defendant further failed to represent ELIE in a matter that was not a conflict with  
17 his other Client's specifically FTP and PS.

18 103. Defendant failed in his obligation to represent ELIE so that he would obtain  
19 monthly commission payments in the amount of \$100,000.00 USD regardless of whether  
20 processing poker was legal or not.

21 104. In total for services rendered by Ifrah as Counsel for Mr. ELIE, Defendant  
22 received no less than \$3,000,000.00 USD in fees for same.

23 105. Defendant further violated the Rules of Professional Conduct by disclosing  
24 privileged information that was wrongful legal advice given to Mr. ELIE, in order to avoid  
25 indictment from the US Attorney's office for his own illegal activities.

106. As a result of Defendant's wrongful advice, Mr. ELIE was convicted of Felony  
Bank Fraud and was sentenced to five (5) months in prison for same.



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**VI.**  
**FOURTH CLAIM FOR RELIEF**  
**(Breach Of Covenant Of Good Faith and Fair Dealing Against All Defendants)**

116. Plaintiff repleads and realleges all of the paragraphs in the preceding Claims for Relief and incorporates the same by reference as if fully set forth herein.

117. Based on the continuous relationship between Plaintiff and Defendants, ELIE continued to pay Defendants for the legal advice and consults as agreed by said parties and expected to be represented competently therefore.

118. Defendants, wrongfully and deliberately took advantage of the good faith extended by Mr. ELIE in continuously providing payments under said Agreement, thereby breaching the implied covenant of good faith and fair dealing inherent in the subject Agreement.

119. Wherefore Defendants did not act in good faith, that is, did not perform the contract in the manner reasonably contemplated by the parties, Mr. ELIE has a remedy that goes beyond that of breach of the express terms of the contract.

120. As a direct and proximate result of Defendants' breach, Plaintiff has suffered damages in excess of \$10,000.00, the exact amount of which will be proven at trial.

121. As a further direct and proximate result of Defendants' breach, Plaintiff has had to hire counsel to prosecute this matter by reason of which it is entitled to reasonable attorney's fees.

**VII.**  
**FIFTH CLAIM FOR RELIEF**  
**(Intentional Misrepresentation Fraud  
Against All Defendants)**

122. Plaintiff repleads and realleges all of the preceding paragraphs and incorporates the same by reference as if fully set forth herein.



1           123. That Defendants, and each of them, jointly and severally, and/or their agents  
2 and/or representatives, made numerous material, false, and misleading written and oral  
3 representations as contained in the foregoing allegations set forth in the paragraphs six (6)  
4 through eighty (80) above to defraud Plaintiff of his monies.

5           124. That when the Defendants, and each of them, jointly and severally, and/or their  
6 agents and/or representatives, made the aforementioned representations as contained in the  
7 foregoing allegations set forth in the paragraphs six (6) through ninety-one (91) above, they  
8 knew or should have known them to be false. That the Defendants, and each of them, jointly and  
9 severally, and/or their agents and/or representatives, negligently, willfully and/or maliciously  
10 made said statements and/or representations, and knew or should have known that the Plaintiff  
11 would fully rely upon said statements and/or representations and the accuracy of same and enter  
12 into agreements and business transactions with Defendants and provide access to substantial  
13 amounts of monies to Defendants, resulting in Defendants, and each of them, jointly and  
14 severally, and/or their agents and/or representatives receiving substantial compensation.

15           125. That at the time Defendants, and each of them, jointly and severally, and/or their  
16 agents and/or representatives, made the statements and representations as contained in the  
17 foregoing allegations set forth in the paragraphs six (6) through ninety-one (91) above, and at the  
18 time the Plaintiff entered into their respective agreements and business transactions with, and  
19 provided monies to, Defendants, Plaintiff were ignorant of the falsity of the statements and/or  
20 representations of the Defendants, and each of them, jointly and severally, and/or their agents  
21 and/or representatives.

22           126. That in reliance upon the statements and/or representations of the Defendants, and  
23 each of them, jointly and severally, and/or their representatives and/or agents, the Plaintiff were  
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1 induced to enter agreements and business transactions with and provide monies to Defendants,  
2 believing that the Defendants, and each of them, jointly and severally, and/or their agents and/or  
3 representatives would perform as represented and promised.

4 127. That had the Plaintiff known that Defendants, and each of them, jointly and  
5 severally, and/or their representatives and/or agents, never intended to perform as represented  
6 and promised, the Plaintiff would have never entered into their respective agreements and  
7 business transactions with Defendants and would have never tendered monies to Defendants, and  
8 each of them, jointly and severally, and/or their representatives and/or agents for same.

9 129. That Plaintiff's reliance upon the verbal and written representations of  
10 Defendants, and each of them, jointly and severally, and/or their representatives and/or agents  
11 was justified.

12 130. That as a result of the false and fraudulent misrepresentations of the Defendants,  
13 and each of them, jointly and severally, and/or their representatives and/or agents, the Plaintiff  
14 has been damaged in an amount in excess of \$10,000.00, and is entitled to punitive damages in  
15 addition to general and/or compensatory damages, according to proof to be taken by the Court at  
16 the time of the trial of this matter, plus any and all applicable interest at the legal rate until fully  
17 paid.

18 131. That it has been necessary for Plaintiff to retain the services of legal counsel for  
19 which Plaintiff is entitled to recover such costs and expenses from Defendants.

20  
21 **VIII.**  
22 **SIXTH CLAIM FOR RELIEF**  
23 **(Civil Actions For Damages Resulting From Racketeering)**  
24 **All Defendants**

25 132. Plaintiff repleads and realleges all of the preceding paragraphs and incorporates  
the same by reference as if fully set forth herein.

1           133. NRS 207.400 forbids the use of any proceeds derived from racketeering activity  
2 when such person has received such proceeds with criminal intent.

3           134. NRS 207.470 provides that any person injured in his business or property by  
4 reason of any violation of NRS 207.400 has a cause of action against the person causing such  
5 injury for three times the actual damages sustained.

6           135. Defendants are considered an "Enterprise" as defined under NRS 207.380.

7           136. NRS 207.390 defines "Racketeering activity" as engaging in at least two crimes  
8 related to racketeering that have the same or similar pattern, intents, results, accomplices, victims  
9 or methods of commission, or are otherwise interrelated by distinguishing characteristics and are  
10 not isolated incidents, if at least one of the incidents occurred after July 1, 1983, and the last of  
11 the incidents occurred within 5 years after a prior commission of a crime related to racketeering.  
12

13           137. During the course of the Defendant's representation of ELIE commencing in  
14 2009, the Defendants and others who are both known and unknown to the Plaintiff at this time,  
15 being person employed by and associated with the enterprise described in Paragraphs 2 through 5  
16 which was engaged in, the activities which affected, interstate and foreign affairs of the  
17 enterprise through a pattern of racketeering activity, as hereinafter set forth in violation of NRS  
18 207.350 *et seq.*

19           138. The pattern of racketeering activity consisted of at least two acts involving  
20 Offering False Evidence and two acts of obtaining possession of money or property valued at  
21 \$650 or more by false pretenses. The specific acts of racketeering committed by the Defendants  
22 are set further below in paragraphs, eighty-five (85) through ).  
23

24 **PREDICATE ACT I- OFFERING FALSE EVIDENCE**  
25

1           139. Defendant provided false and untruthful information and testimony about Mr.  
2 ELIE and his Clients to the US Attorney's Office in the investigation leading to the Black Friday  
3 Indictments dated April 15, 2011.

4           140. That Defendant provided said false information and testimony and failed to  
5 disclose his own involvement in the Black Friday Investigation to avoid prosecution along with  
6 his Clients at FTP/ PS and Mr. ELIE.

7           141. Defendants' actions involved a pattern of providing false and misleading  
8 information against Plaintiff herein along with other unnamed individuals, also Clients of  
9 Defendants' to the US Attorney's Office in violation of his ethical obligations to his Client to  
10 avoid his own prosecution.  
11

12           142. As a result of Defendants' failure to acknowledge and disclose his own receipt of  
13 profits from peer to peer poker processing, and protect Mr. ELIE's interests, Mr. ELIE was  
14 indicted along with others in the case of *US v Isai Schienberg Et Al*, Case No.: S3 10 Cr. 336.

15 **PREDICATE ACT II-FALSE PRETENSES**

16           143. Defendant, knowingly and designedly by false pretense and with an intent to  
17 cheat and defraud obtained from Plaintiff monies as his Counsel to represent his best interests  
18 individually and on behalf of his Company 21 Debit.

19           144. Defendant continued to provide ELIE with false information regarding the  
20 legalities of peer to peer poker processing to further his own pecuniary interests as both attorney  
21 for ELIE and for Full Tilt Poker and Pokerstars.  
22

23           145. Defendant encouraged ELIE to process poker with various banks as stated *supra*.  
24 And received monies from processing poker transaction despite clearly knowing that the  
25 processing of such poker transactions were likely illegal.

1 **PREDICATE ACT III NRS 205.390. OBTAINING SIGNATURE BY FALSE**  
2 **PRETENSES**

3 146. Defendants intentionally solicited Plaintiff's business by providing Plaintiff with  
4 alleged legal opinions which Defendant allegedly obtained to obtain ELIE's business in the  
5 poker processing.

6 147. Defendants specifically knew that the legal advice he was providing was more for  
7 the purposes of serving his own pecuniary interests over his obligation to Mr. ELIE.

8 148. Defendants intentionally and knowingly with the intent to fraudulently induce  
9 misrepresented the legal facts to induce Plaintiff into entering into the poker processing  
10 Agreements with banks, so that Mr. Ifrah would receive monies in excess of \$1,000,000.00  
11 Annually from 21 Debit.

12 149. Defendant maliciously and knowingly with the intent to fraudulently induce Mr.  
13 ELIE to process poker continuously misrepresented the legalities of same.

14 150. Defendants, with the intent to cheat and/or defraud Plaintiff herein, another,  
15 designedly by color and/or aid of a false writing or other false pretense, representation or  
16 presentation obtained the signatures of Plaintiff herein Agreements with banks and poker sites.

17 151. Defendants are further guilty of obtaining possession of money and/or property  
18 valued at \$650 or more, and/or obtaining a signature by means of false pretenses;

19 152. Defendants actions of obtaining possession or money and/or property valued at  
20 \$650.00 or more and/or obtaining a signature by means of false pretenses has been completed in  
21 a pattern of activities, deliberate and with aforethought, to defraud the Plaintiff.

22 153. That it has been necessary for Plaintiff to retain the services of legal counsel for  
23 which Plaintiff is entitled to recover such costs and expenses from Defendants.

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**IX.**  
**SEVENTH CLAIM FOR RELIEF**  
**(Piercing the Corporate Veil- All Defendants)**

154. Plaintiff repleads and realleges all of the preceding paragraphs and incorporates the same by reference as if fully set forth herein.

155. Defendant IFRAH PLLC, and Defendants each and everyone one of them, collectively as a group, were and are at all times relevant herein influenced and governed by Defendants IFRAH, wherein such a unity of interest and ownership that one is inseparable from the other.

156. Wherefore such behavior of a corporate entity demonstrates that any adherence to the corporate fiction of a separate entity would sanction fraud and/or promote injustice.

157. That as a direct and proximate result of Defendants' unconscionable behavior, Plaintiff has been damaged in an amount in excess of \$10,000.00, the exact amount of which will be determined at trial.

158. As a further direct and proximate result of Defendants behavior, Plaintiff has had to hire Counsel to prosecute this matter by reason which he is entitled to reasonable attorney's fees.

**X.**  
**EIGHTH CLAIM FOR RELIEF**  
**(Civil Conspiracy/Collusion All Defendants)**

159. Plaintiff repleads and realleges all of the preceding paragraphs and incorporates the same by reference as if fully set forth herein.

160. Defendants and each of them acted in concert in planning and carrying out the actions alleged in this Complaint



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by Pokerstars, Full Tilt Poker and Absolute Poker as well as the freezing of 75 bank accounts utilized by those operators and their payment processors.