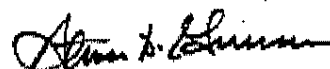


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CLERK OF THE COURT

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*

12 **DISTRICT COURT**
13 **CLARK COUNTY NEVADA**

14 *****

15	CHAD ELIE)	A-13-679951-C
16)	Case No.:
17	Plaintiff,)	Dept No.: XVI
18	vs.)	
19)	
20	IFRAH PLLC, a Professional Limited Liability)	COMPLAINT
21	Company, ALAIN JEFFERY IFRAH a/k/a JEFF)	
22	IFRAH, individually, DOE individuals I through)	
23	XX, and ROE CORPORATIONS I through XX,)	EXEMPT FROM
24)	ARBITRATION
25	Defendants.)	

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

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 ///

8 270 CHECK# 2197
CLERK

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

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

7
8 **US v Isai Schienberg Et Al**
9 **Case No.: S3 10 Cr. 336**
10 **Poker Processing Conflict**

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

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

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

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

20 26. Defendant was representing a bank in Utah, known as Sun First Bank and
21 Jeremy Johnson individually, and had encouraged Elie to begin processing through Sun First
22 Bank wherein, Defendant would be paid as Counsel for Sun First Bank and Elite Debit (i.e.
23 Johnson and Elie).

24

25

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

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

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

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

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

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

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

22 34. Defendant gave Elie misleading advice to further his own pecuniary interests in
23 his representation of Full Tilt Poker and Pokerstars.
24
25

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

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

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

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

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

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

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

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 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 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.
13

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

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

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

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

20 50. Defendant provided testimony against his own Clients to avoid being indicted,
21 denying his involvement in the Black Friday Affair.

22 51. While providing the US Attorney's office with testimony against his Clients,
23 Defendant failed to disclose that he was receiving commission payments directly from Elie's 21
24
25

1 Debit and Elite Debit as a commission for assisting Elie obtain said poker payment processing
2 accounts with Full Tilt Poker and Pokerstars.

3 52. Defendant violated the basic rules of his ethical obligations to Mr. Elie and put
4 his own pecuniary interests ahead of his Clients' and in turn thereafter, attempted to absolve
5 himself of any illegal activity and cooperated with the US Attorney's office against his own
6 Clients to avoid his own indictment.

7 53. As a result of Defendant's misrepresentations and false and misleading legal
8 advice, Mr. Elie was indicted along with others in the April 15, 2011, Black Friday indictments.

9 54. As a further result of Defendant's false and misleading legal advice, Elie was
10 forced to plead guilty to one count of Felony Bank Fraud and was sentenced to five (5) months
11 in prison for same.
12

13 **III.**
14 **FIRST CLAIM FOR RELIEF**
15 **(Professional Malpractice)**
16 **2:09-CV-02120-PMP-VCF**

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

19 56. Defendant and his law firm owed a duty to defend Mr. Elie from Partner Weekly
20 LLC and to use such skill, prudence, and diligence as a lawyer of ordinary skill and capacity in
21 exercising and performing the tasks which they undertook.

22 57. Defendant failed to provide Mr. Elie with adequate defense, failing to respond to
23 a Motion for Summary Judgment and further failing to pursue that Counterclaims on behalf of
24 Viable therein.

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

1 67. In total for services rendered by Mr. Ifrah as Counsel for Mr. Elie, Defendant
 2 received no less than \$3,000,000.00 USD in fees for same.

3 68. Defendant further violated the Rules of Professional Conduct by disclosing
 4 privileged information that was wrongful legal advice given to Mr. Elie, in order to avoid
 5 indictment from the US Attorney's office for his own illegal activities.

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

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

10 71. As a further direct and proximate result of Defendants' breach, Mr. Elie has had
 11 to hire counsel to prosecute this matter by reason of which he is entitled to reasonable attorney's
 12 fees.
 13

14 **IV.**
THIRD CLAIM FOR RELIEF
(Breach Of Contract Against All Defendants)

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

18 73. Mr. Elie hired Defendant to represent him in the above-mentioned matters as his
 19 Counsel of record, paying him for said services.

20 74. Defendant's failed to comply with the terms of his Retainer Agreement and
 21 represent Mr. Elie in accordance with same.

22 75. Defendants have materially breached the Agreement with Mr. Elie the terms of
 23 thereon.
 24
 25

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

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

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

9
10 **VI.**
11 **FOURTH CLAIM FOR RELIEF**
12 **(Breach Of Covenant Of Good Faith and Fair Dealing Against All Defendants)**

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

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

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

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

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

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

4
5 **VII.**
6 **FIFTH CLAIM FOR RELIEF**
7 **(Intentional Misrepresentation Fraud**
8 **Against All Defendants)**

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

11 86. That Defendants, and each of them, jointly and severally, and/or their agents
12 and/or representatives, made numerous material, false, and misleading written and oral
13 representations as contained in the foregoing allegations set forth in the paragraphs six (6)
14 through fifty-four (54) above to defraud Plaintiff of his monies.

15 87. That when the Defendants, and each of them, jointly and severally, and/or their
16 agents and/or representatives, made the aforementioned representations as contained in the
17 foregoing allegations set forth in the paragraphs six (6) through fifty four (54) above, they knew
18 or should have known them to be false. That the Defendants, and each of them, jointly and
19 severally, and/or their agents and/or representatives, negligently, willfully and/or maliciously
20 made said statements and/or representations, and knew or should have known that the Plaintiff
21 would fully rely upon said statements and/or representations and the accuracy of same and enter
22 into agreements and business transactions with Defendants and provide access to substantial
23 amounts of monies to Defendants, resulting in Defendants, and each of them, jointly and
24 severally, and/or their agents and/or representatives receiving substantial compensation.

25 88. That at the time Defendants, and each of them, jointly and severally, and/or their
agents and/or representatives, made the statements and representations as contained in the

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

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

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

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

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

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

5
6 **XI**
7 **SIXTH CLAIM FOR RELIEF**
8 **(Civil Actions For Damages Resulting From Racketeering)**
9 **All Defendants**

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

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

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

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

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

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

1 enterprise through a pattern of racketeering activity, as hereinafter set forth in violation of NRS
2 207.350 *et seq.*

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

7 **PREDICATE ACT I- OFFERING FALSE EVIDENCE**

8
9 100. Defendant provided false and untruthful information and testimony about Mr. Elie
10 and his Clients to the US Attorney's Office in the investigation leading to the Black Friday
11 Indictments dated April 15, 2011.

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

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

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

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23 ///

24 ///

1 **PREDICATE ACT II- FALSE PRETENSES**

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

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

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

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

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

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

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

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

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

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

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.

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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 ///

1 5. For such other and further relief as this Honorable Court deems just and
2 reasonable under the circumstances.

3 Dated this 11th day of April, 2012.

4 LAW OFFICES OF SIGAL CHATTAH

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6 _____
7 SIGAL CHATTAH, ESQ.
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13 Chad Elie

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11 ¹ On April 15, 2011 the United States Department of Justice charged the principals of Pokerstars, Full Tilt Poker and
12 Absolute Poker along with Elio (Black Friday Chad) with Bank Fraud, illegal gambling offenses and money
13 laundering billions of dollars in gambling proceeds. This was followed by the seizure of internet domain names used
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.