

1 **\$1422**

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19 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**  
20 **IN AND FOR THE COUNTY OF WASHOE**

21 Independence Gold-Silver Mines, Inc., and  
22 Brian Nordwall,

23 Plaintiffs,

24 v.

25 Golden Independence Mining Corp., and  
26 Christos Doulis,

27 Defendants.

Case No.

Dept. No.

**Complaint, Request for Assignment to  
Business Court, and Demand for a Jury  
Trial**

(Exempt from Arbitration under NAR 3(a):  
Seeking Damages in Excess of \$50,000)

28 Plaintiffs Independence Gold-Silver Mines, Inc. (“Plaintiff Independence”) and Brian  
29 Nordwall (“Nordwall,” and together with Plaintiff Independence, “Plaintiffs”) complain against  
30 Defendants Golden Independence Mining Corp., f/k/a 66 Resources Corp. (“Golden  
31 Independence” or “Company”), and Christos Doulis (“Doulis,” and together with the Company,  
32 “Defendants”), and allege as follows:

1 THE PARTIES

2 1. Plaintiff Independence is a Washington corporation, with its principal place of  
3 business located at 4317 California Ave. SW, Seattle, Washington 98116. Plaintiff is registered  
4 and authorized to do business in Nevada.

5 2. Plaintiff Nordwall is an individual. Nordwall resides in Seattle, Washington.

6 3. Defendant Golden Independence is a corporation formed under the laws of the  
7 Province of British Columbia, with a registered office at 503 - 905 West Pender Street, Vancouver,  
8 British Columbia, Canada, V6C 1L6. Golden Independence's common shares trade on two  
9 securities markets: they trade on the Canadian Securities Exchange under the ticker "IGLD," and  
10 trade on the OTCQB market under the ticker "GIDMF."

11 4. Defendant Doulis is an individual. Doulis is the CEO and a director of the  
12 Company. As CEO, Doulis negotiated the subject transactions described below on behalf of the  
13 Company, involving the sale of interests on land located in Nevada, and his representations and  
14 omissions of material facts precipitated the filing of this lawsuit.

15 JURISDICTION AND VENUE

16 5. The matter in controversy exceeds, exclusive of interest, costs, and attorneys' fees,  
17 the minimum jurisdictional amount of this Court.

18 6. Venue is proper in the Second Judicial District Court, Washoe County, Nevada.

19 7. This matter is properly designated as a business court matter and assigned to the  
20 business docket under WDCR 2.1(1), as Plaintiffs' claims arise from business torts.

21 FACTUAL ALLEGATIONS

22 **A. Mining Claims Generally**

23 8. Under the General Mining Act of 1872, citizens of the United States are authorized  
24 to explore for, develop, and extract minerals from federal lands not withdrawn from mineral entry.  
25 In exchange for the right to extract minerals from federal lands, the person mining for minerals  
26 assumes the costs and risks of mining the valuable minerals. The person also assumes the  
27 responsibility to comply with state and federal laws, regulations, and compliance procedures  
28 designed to protect the environment, wildlife, cultural resources, and other natural resources.

1           9.       Most mining claims are unpatented because of the moratorium on patents imposed  
2 by Congress in the 1990s. An unpatented mining claim is a claim on land managed by the United  
3 States Bureau of Land Management (“BLM”) or the United States Forest Service. The holder of  
4 an unpatented claim has the right to extract the minerals, and the right to use so much of the surface  
5 land as is necessary for exploration for, development, and extraction of minerals, subject to all the  
6 permitting requirements under applicable federal and state law, including the requirement to  
7 participate in environmental baseline studies. Unpatented mining claims, especially for precious  
8 metals such as gold and silver, can be extremely valuable.

9       **B.       Plaintiff Independence’s Unpatented Lode Mining Claims**

10           10.       About 85% of the land in Nevada is controlled by the Federal Government. The  
11 BLM manages about 66.9% of the land controlled by the Federal Government in Nevada. Much  
12 of the land controlled by the BLM in Nevada is open to prospecting and mining claim location.

13           11.       Beginning as early as 1962, Plaintiff Independence acquired unpatented lode  
14 mining claims<sup>1</sup> in the Battle Mountain-Cortez Trend, Lander County, Nevada (often called the  
15 Independence Gold project). Nevada is one of the top gold-producing jurisdictions in the world.  
16 Lander County is Nevada’s top-tier gold mining jurisdiction, and Nevada accounts for over 70%  
17 of the United States’ gold production. The Independence Gold project adjoins the Nevada Gold  
18 Mine’s Phoenix pit, which is currently operating under a joint venture between Newmont Mining  
19 and Barrick Gold Corporation called Nevada Gold Mines which is Nevada’s largest gold producer.

20           12.       During the relevant period, Plaintiff Independence had 14 unpatented lode mining  
21 claims (“Unpatented Claims”). The chart below identifies the Unpatented Claims in more detail.

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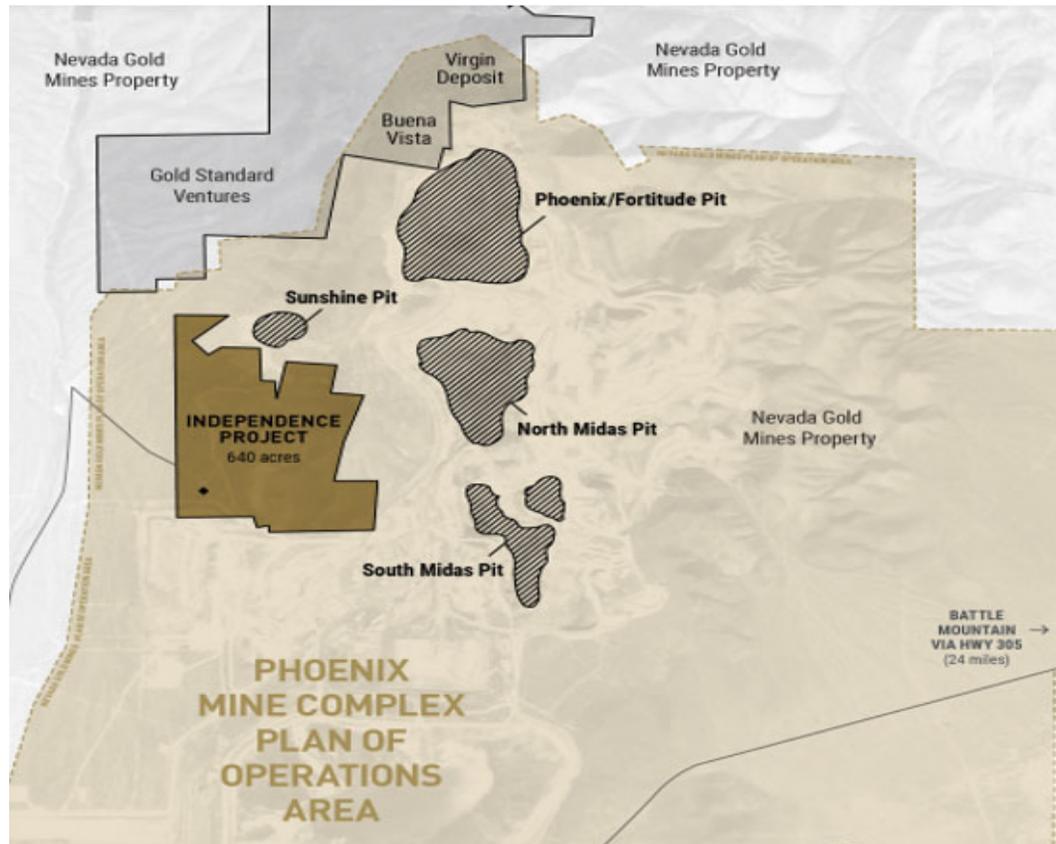
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27       <sup>1</sup> A lode claim is used for “hard rock” mineral deposits, such as gold, silver, and copper. The locator erects  
28 a location monument along the center of the claim, and defines the corners of a 1500- by 600-foot  
rectangle. The claims cover 20.66 acres, and there is no limit as to the number of claims that one person  
or company can locate.

<b>Claim Name</b>	<b>Serial Number</b>	<b>Lead Serial Number</b>	<b>Year of Location</b>
An Old Glory	NMC105694	NMC105694	1969
DC # 80	NMC105695	NMC105694	1965
DC # 81	NMC105696	NMC105694	1965
DC # 82	NMC105697	NMC105694	1965
DC # 83	NMC105698	NMC105694	1965
Independence	NMC66957	NMC66957	1937
Independence # 1	NMC66958	NMC66957	1937
Independence # 2	NMC66959	NMC66957	1938
Independence # 3	NMC66960	NMC66957	1938
Independence # 4	NMC66961	NMC66957	1939
Independence # 5	NMC66962	NMC66957	1939
North Independence	NMC66963	NMC66957	1972
North Independence 1	NMC66964	NMC66957	1972
North Independence 2	NMC66965	NMC66957	1972

**C. Plaintiff Independence Grants an Exclusive Exploration License, and Provides an Exclusive Option to Purchase the Unpatented Claims and Other Assets, to Americas Gold**

13. The Independence Gold project, which consists of the Unpatented Claims along with millsite claims totaling 640 acres of land, has an active exploration and development program with a promising resource estimate. The overall resource is comprised of oxide epithermal mineralization, plus a deeper sulphide gold skarn zone. To date, millions of dollars have been invested in exploration that included the drilling of hundreds of holes, metallurgical test work, and site development. The project is also permitted for the drilling of over 160 holes on 80 drill sites for resource expansion and development. Below is a graphic depicting the general location of the Independence Gold project along with the adjacent open pits operated by Nevada Gold Mines or its predecessors.



14. In 2017, given the positive drilling results, and the promising identified resource at the Independence Gold project, Americas Gold Exploration, Inc. (“Americas Gold”) began asking about obtaining a license from Plaintiff Independence that would allow Americas Gold to conduct exploration on the Unpatented Claims. Americas Gold is a precious metals exploration and development company. Its CEO, Donald James McDowell (“McDowell”), is well-known in Nevada, and has over 30 years’ experience in the mining and mineral exploration industry.

15. Because of McDowell’s impressive background and proven record of success in the mining and mineral exploration industry, Plaintiff Independence and Americas Gold signed an Exploration License with Option to Purchase effective as of August 26, 2017 (as later modified or amended, “Option Agreement”).

16. Under the Option Agreement, Plaintiff Independence granted Americas Gold an exclusive license to: (i) begin geological, geophysical, and geochemical examinations of the Property; (ii) sample the Property through pits, trenches, and drilling; and (iii) take bulk samples from the Property to conduct metallurgical and leaching tests. The Option Agreement defines

1 “Property” as “[t]he [Unpatented] Claims, together with all ores, minerals, surface and mineral  
2 rights, and the right to explore for, mine, and remove the same, and all water rights and  
3 improvements, easements, licenses, rights-of-way and other interests appurtenant thereto,” which  
4 includes the millsite claims.

5 17. Americas Gold was also provided with an exclusive option to purchase the  
6 Property for \$3 million. The option price was later increased for good and valuable consideration  
7 by Plaintiff Independence and Americas Gold to \$4 million. Americas Gold’s exclusive option,  
8 however, is and was subject to Plaintiff Independence’s 2% net-smelter-return royalty (“NSR”) on  
9 the Property. An NSR royalty conveys an interest in the Property for the payment of a percentage  
10 of the net revenue received from the sale of the mine’s metal/non-metal product(s) less  
11 transportation and refining costs.

12 18. In exchange for an exclusive license and option, as is common in the industry,  
13 Americas Gold agreed to make certain payments to Plaintiff Independence, as well as to incur  
14 certain expenditures required to perform the exploration work at the Independence Gold project  
15 by Americas Gold.

16 **D. Americas Gold Seeks a Joint Venture Partner to Fund the Exploration Work, as well**  
17 **as Fund Americas Gold’s Other Obligations under the Option Agreement**

18 19. Mineral exploration work to develop a resource takes years, and sometimes  
19 decades, and requires tens of millions of dollars for exploration. The costs associated with the  
20 continued exploration work and permitting necessary for the longstanding Independence Gold  
21 project were estimated to be no less than \$4 million. Beginning no later than August 2020, because  
22 of the significant exploration work costs, and given the limited capital accessible to Americas  
23 Gold, Americas Gold began having discussions with the Company (and others) about becoming  
24 Americas Gold’s joint-venture partner.

25 20. After negotiations, and after the opportunity to perform due diligence relating to  
26 the Independence Gold project, the Company agreed to provide funding for Americas Gold and  
27 eventually become Americas Gold’s joint-venture partner at the Independence Gold project.

28

1 Americas Gold and the Company signed an agreement effective as of August 28, 2020 (“Joint  
2 Venture Agreement”).

3 21. Under the Joint Venture Agreement, the Company was provided with an option to  
4 acquire up to a 75% interest in the Property in exchange for fulfilling Americas Gold’s obligations  
5 under the Option Agreement, as well as complying with other specified obligations required by  
6 the Joint Venture Agreement.

7 22. To exercise its initial earn-in option—i.e., to acquire a 51% interest in the  
8 Property—the Company was required to: (a) make a \$50,000 cash payment to Americas Gold, and  
9 issue 500,000 common shares of Golden Independence stock to Americas Gold within 30 days of  
10 the Joint Venture Agreement; (b) make staged cash payments to Plaintiff Independence totaling  
11 \$300,000; (c) make a cash payment of \$4 million to Plaintiff Independence by December 31, 2021;  
12 and (d) incur staged expenditures totaling \$3 million, earmarked for the exploration work at the  
13 Independence Gold project. If the \$4 million cash payment was made by the Company on or before  
14 May 31, 2021, however, the cash payments set forth in subparagraph (b) would be reduced by  
15 \$150,000.

16 23. Just after the Joint Venture Agreement was signed, the Company issued a press  
17 release emphasizing its enthusiasm for entering into the Joint Venture Agreement, as well as  
18 solidifying its position in Nevada’s world renowned gold-mining industry. Indeed, the Company’s  
19 then-CEO Tim Henneberry said: “We are very excited to acquire such a high-quality gold asset  
20 located in one of the best mining jurisdictions in the world [i.e., Nevada].” “We look [sic] plan to  
21 commence a drill program focused on confirming and expanding the areas of known  
22 mineralization commencing in September 2020.”

23 24. At or around the time the Joint Venture Agreement was signed, Plaintiff  
24 Independence, the Company, and Americas Gold signed an Amending and Consent Agreement  
25 (“Consent Agreement”) effective as of August 28, 2020.

26 25. Under the Amending and Consent Agreement, Plaintiff Independence consented  
27 to the Joint Venture Agreement, and agreed that the Company could enter into the Joint Venture  
28 agreement with Americas Gold’s to facilitate Americas Gold fulfilling its obligations under the

1 Option Agreement. Plaintiff Independence also stipulated, and it was acknowledged by the  
2 Company and Americas Gold, that the Company would not obtain joint venture status with  
3 Americas Gold until Plaintiff Independence was paid \$4.3 million, and until certain expenditures  
4 totaling \$1 million for the exploration work were incurred by Americas Gold

5 **E. Americas Gold Acquires the Property**

6 26. On January 8, 2021, Plaintiff Independence's CEO, Nordwall, provided a proposal  
7 to the Company's CEO, Doulis, that would have allowed the Company to acquire up to 20% of  
8 Plaintiff Independence's 2% NSR royalty. Defendants, however, countered the proposal to  
9 structure a deal that would discount the \$4 million option price.

10 27. Over the next month, Nordwall spoke with Doulis almost daily. The parties early  
11 on agreed to a roughly 12.5% discount of the option price. The parties ultimately reached a  
12 complete deal, and Plaintiff Independence, the Company, Americas Gold, McDowell, and  
13 Nordwall signed an Amending Agreement.

14 28. Under the Amending Agreement, Americas Gold acquired the Property upon the  
15 Company paying Independence \$3.7 million comprised of a \$1.7 million cash payment, and \$2  
16 million by the issuance of common shares of Golden Independence to Plaintiff Independence  
17 through a process that Doulis represented, and Nordwall believed, fairly valued the stock at the  
18 value-weighted average price of \$0.40815 per share. One of the critical components, as reiterated  
19 many times by Nordwall to Doulis, was that Plaintiff Independence would receive \$2 million worth  
20 of Golden Independence stock. In determining the number of shares to issue, Doulis proposed that  
21 the parties use a value-weighted average price ("VWAP"), and he negotiated the 10-day VWAP  
22 period. VWAP is a figure typically used by traders that gives the average price at which a security  
23 has traded throughout the day, based on both volume and price. It provides traders (and others)  
24 with insight into both the trend and value of a security.

25 29. Based on a 10-day VWAP, the parties agreed that 4.9 million common shares of  
26 Golden Independence stock, at a \$0.40816 per share price, would be issued to Plaintiff  
27 Independence, for a total share value of \$2 million. In short, the Amending Agreement effectively  
28 provided Americas Gold and its financial partner, Golden Independence, with a 28% discount of

1 the amounts originally required by the Option Agreement for Americas Gold to exercise its  
2 exclusive option to purchase the Property. The parties closed the transaction on January 22, 2021.

3 30. Plaintiff Independence acknowledged in the Amending Agreement that it was an  
4 “accredited investor” under United States securities law.

5 31. The parties also acknowledged that Plaintiff Independence retained its 2% NSR  
6 royalty on the Property.

7 32. Under the Amending Agreement, Nordwall received a consulting fee of \$50,000,  
8 and 122,500 common shares of Golden Independence stock.

9 **F. The Company’s Stock Plummets Just Days After the Closing**

10 33. Only days after the closing of the transactions contemplated by the Amending  
11 Agreement, the Company’s stock began plummeting in value. Significantly, just days before the  
12 closing of the transactions, Doulis emphasized the need to quickly close on the transactions.

13 34. As of February 1, the Company’s stock price had fallen by about 38% of the  
14 VWAP, and as of March 9, the price decreased by another 16%. Thus, the value of Plaintiff  
15 Independence’s stock has declined by over \$1 million since the closing of the subject transactions  
16 contemplated by the Amending Agreement, and continues to decline more. As described in  
17 paragraphs 45 through 47 below, the plummeting stock value has not been driven by any  
18 uncontrollable changes in the market, such as changes of the price of gold.

19 **G. The Plummeting of the Company’s Stock is Driven by Stockholder Dissatisfaction—  
20 Information that Was Withheld by Defendants During Negotiations**

21 35. On February 17, 2021, Nordwall called Doulis to better understand the reasons  
22 underlying the significant drop in the Company’s stock value. On that call, Doulis shared with  
23 Nordwall for the first time, that the precipitous drop in the Company’s stock value was not  
24 attributed to any uncontrollable market condition, such as a drop of the price of gold or the impact  
25 of the pandemic, but instead was driven by stockholders’ dissatisfaction that had been brewing for  
26 months over the Company’s decision to accelerate warrants issued with the private placement  
27 described in paragraphs 36 through 41 below. Nordwall was troubled by Doulis’ admission  
28 because they had spoken almost daily in January 2021, and Doulis had never made mention of any

1 of this. Despite their almost daily conversations, which frequently involved valuation, Doulis  
2 withheld this material information from Nordwall.

### 3 History of the Company's Private Placement

4 36. On August 28, 2020, the Company publicly announced a non-brokered private  
5 placement of up to 10,714,285 units (each, a "Unit") at a price of CA\$0.28<sup>2</sup> per Unit for gross  
6 proceeds of up to CA\$3 million ("Private Placement"). Each Unit issued with the Private  
7 Placement consisted of one common share of Golden Independence, and one-half of one  
8 transferable common share purchase warrant (each, a "Warrant"). Each whole Warrant issued with  
9 the Private Placement could be exercisable into one more common share of Golden Independence  
10 at a price of CA\$0.42 per share for a period of one year from the date of issuance. The Company  
11 also disclosed that the Private Placement could be increased by up to 3,571,428 Units for additional  
12 CA\$1 million in gross proceeds ("Over-Allotment Option"). If the Over-Allotment Option is  
13 exercised, the aggregate gross proceeds from the Private Placement would be CA\$4 million.

14 37. The Warrants gave the Company an option to accelerate under certain  
15 circumstances. If the Company's common shares traded at or above CA\$0.65 for 10-consecutive  
16 trading days ("Acceleration Condition"), the Company then had the option, but was not required,  
17 to accelerate the expiry date of the Warrants by either written notice to the holder or through a  
18 press release. If accelerated, the Warrants would expire on the 30th day after notice was provided  
19 by the Company.

20 38. The proceeds from the Private Placement were to be used to fund the Company's  
21 exploration program on a precious metals property located near Castlegar, British Columbia, to  
22 partially fund its obligations under the Joint Venture Agreement, and for working capital. In  
23 January 2021, the Company announced that it was spinning off the Castlegar investment thus  
24 retaining only the interests in the Independence Gold project.

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28 <sup>2</sup> "CA\$" refers to the Canadian dollar.



1           43.     During their February 17 call, Doulis admitted to Nordwall that after notice of  
2 acceleration was provided by the Company, which shortened the time period for the first round  
3 investors to exercise their warrants from September 30, 2021 to December 28, 2020, he heard from  
4 stockholders who were unhappy, and who had decided to sell all or part of their original stakes to  
5 purchase the new warrants rather than accumulating new stock. In other words, the initial  
6 stockholders who had committed to invest in the Company had begun to feel badly treated, and  
7 lost confidence in management of the Company, including confidence in Doulis. The Company  
8 was eating its seed corn. Upon information and belief, there also was suspicion about possible  
9 manipulation, because the Company's stock had only spiked to CA\$0.65 for exactly 10 days (the  
10 amount of time required for the Company to accelerate the warrants)—and just barely at that  
11 price—then the Company's stock price never even came close to CA\$0.60 again. Rather, the  
12 Company's stock price quickly dropped by more than 50%.

13           44.     Before the closing of the Amending Agreement, Doulis never disclosed any  
14 information about stockholder discontent, or suspicion of possible manipulation. This was despite  
15 extensive discussions involving the Company's affairs, its ability to secure sufficient financing to  
16 fully fund Americas Gold's obligations under the Option Agreement, and the numerous  
17 discussions between Doulis and Nordwall where Nordwall made clear that the intention of Plaintiff  
18 Independence was to obtain \$2 million worth of stock. Because the Company's stock immediately  
19 plummeted after the closing of the transactions, Doulis' desire for the transactions to quickly close  
20 became obvious—he wanted to ensure that Plaintiffs did not walk away from the deal.

21 **H.     Doulis Backpedals from His Admission that Defendants Withheld Material**  
22 **Information During the Parties' Negotiations**

23           45.     On February 18, Nordwall emailed Doulis and McDowell explaining that the 40%  
24 drop in value of the Company's stock was unquestionably problematic for both him and his  
25 stockholders, and reiterated his disappointment that the Company chose not to disclose material  
26 facts during their negotiations relating to the Company's stockholder dissatisfaction with the  
27 actions taken by the Company. Understanding the parties should try to resolve their concerns  
28 without litigation, Nordwall proposed that the Amending Agreement be modified to increase the

1 total number of common shares of the Company from 4.9 million to 8 million at a per share value  
2 of \$0.25. Despite this proposal being a reasonable and sensible solution, Doulis rejected  
3 Nordwall’s proposal.

4 46. Indeed, rather than engage in sensible, productive discussions, Doulis was  
5 dismissive of Nordwall’s attempt to negotiate the resolution of the issue. Doulis even tried to  
6 justify the drastic decline in the Company’s stock price on the recent drop of the price of gold and  
7 gold stock generally. Doulis suggested that “operating companies like Barrick, Yamana, B2Gold[,]  
8 Kinross . . . [were] trading at lower multiples than before the covid crisis began[.]” Doulis never  
9 mentioned the price of gold or the pandemic when he disclosed that Defendants withheld material  
10 information the day before. And his explanation was not even accurate. The pandemic had begun  
11 ten months before the parties began their negotiations and thus was fully accounted for in the  
12 Company’s and other’s stock price. Although gold stock had dropped generally, other gold  
13 companies’ stock had only declined by only 10%–20%, *not* by 50%, as occurred with the  
14 Company’s as reflected evidenced by the chart below.





1 the Warrants, which swiftly led to its stockholders dumping their stock and the precipitous decline  
2 in the Company's stock value. The Company's decision to withhold material information from  
3 Plaintiff Independence, especially given Plaintiff Independence's unambiguous objective to obtain  
4 sufficient value for the Property, violated the spirit and intent of the parties' agreements, and can  
5 only be viewed as being in bad faith. The Company's bad-faith conduct is precisely the type of  
6 conduct that falls under the breach of implied covenant of good faith and fair dealing.

7 53. Plaintiff Independence has suffered damages in excess of \$15,000, as a direct and  
8 proximate result of the Company's conduct, the exact amount of which will be proven at trial.

9 54. Plaintiff Independence has been required to retain the services of an attorney to  
10 bring this action, and is entitled to recover an award of reasonable attorneys' fees and cost incurred.

## 11 **COUNT TWO**

### 12 **(Fraud against Defendants)**

13 55. Plaintiffs incorporate the previous paragraphs of this Complaint as if set forth fully  
14 here.

15 56. The Company, as Plaintiffs' counterparty, had a duty to disclose material  
16 information to Plaintiffs, especially information material to the discussions relating to the  
17 modification of the Consent Agreement and other agreements.

18 57. As described above, the Company, through its CEO Doulis, deliberately withheld  
19 material information relating to the Company's stockholders' dissatisfaction that had been brewing  
20 for months about the Company's decision to accelerate the Warrants, legitimate concerns that the  
21 Company had manipulated its stock value to accelerate the Warrants, as well as the stockholders'  
22 threats of dumping their stock. Because Nordwall and Doulis spoke almost daily in January 2021,  
23 and had extensive discussions relating to the Company, its ability to finance the expenditures  
24 necessary for continued exploration at the Independence Gold project, and the Company's stock,  
25 Doulis had every opportunity to disclose this material information. But he deliberately chose to  
26 withhold this information to ensure that the Company was able to secure a favorable deal allowing  
27 the Company to acquire the Property on behalf of America's Gold at a significant discount just  
28 days before the Company's stock plummeted. This information was material because before

1 structuring a transaction that contemplated the issuance of securities, a reasonable  
2 counterparty/investor would want to know whether a company's stockholders had not only grown  
3 disgruntled, but they had begun to dump their stock and thus cause the stock value of the company  
4 to plummet.

5 58. Plaintiffs, as the Company's counterparties, justifiably and reasonably relied on  
6 the Defendants' misrepresentations and falsehoods in signing the Amending Agreement because  
7 Plaintiffs had undertaken their due diligence based on almost daily conversations between  
8 Nordwall and Doulis, as well as the available public record about the Company. Had Plaintiffs  
9 known about the fraudulent misstatements, inaccuracies, and omissions deliberately withheld by  
10 the Defendants, Plaintiffs would have either not signed the Amending Agreement or would have  
11 demanded more of the Company's stock.

12 59. Defendants knew or recklessly disregarded the fact that their statements and  
13 representations were false and misleading at the time the statements were made.

14 60. Defendants intended by the false statements and omissions to induce Plaintiffs to  
15 sign the Amending Agreement, and cause the Property to be transferred right before the  
16 Company's stock began to plummet; the circumstances that led to the plummeting stock were facts  
17 known by Defendants before the closing of the transactions under the Amending Agreement.

18 61. Plaintiffs signed the Amending Agreement, and closed on the transactions  
19 contemplated by the Amending Agreement, in reasonable reliance that the representations made  
20 by Doulis on behalf of the Company, were accurate and included all material information that any  
21 reasonable counterparty and investor should know to make an informed decision. Unfortunately,  
22 Defendants intentionally withheld material information to ensure that Plaintiffs did not walk away  
23 from a deal that favored the Company.

24 62. Plaintiffs have suffered damages in excess of \$15,000, as a direct and proximate  
25 result of Defendants' conduct, the exact amount of which will be proven at trial.

26 63. Defendants' actions were willful, malicious, oppressive, and in conscious  
27 disregard of Plaintiffs' rights, and Plaintiffs are thus entitled to an award of punitive damages to  
28 punish Defendants' wrongful conduct and deter future wrongful conduct.



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E. any other relief to which the Company may be entitled.

Dated: April 8, 2021

/s/ Jon T. Pearson  
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**DEMAND FOR TRIAL BY JURY**

In accordance with Rule 38(b) of the Nevada Rules of Civil Procedure, the Company respectfully demands a trial by jury on all issues triable by jury.

Dated: April 8, 2021

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