

UNITED STATES DISTRICT COURT

for the

Northern District of Illinois

HER IMPORTS

Plaintiff(s)

v.

CABELLO REAL, LTD incorporated in the United Arab Emirates, CABELLO REAL FZE, incorporated in the United Arab Emirates, John Does 1-10 and Roe Corporations 1-10

Defendant(s)

Civil Action No. 1:22-cv-3243

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Cabello Real, Ltd. Level 23 Boulevard Paza Tower 2 Emaar Boulevard, Dubai, United Arab Emirates

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

T. J. Jesky Law Offices of T. J. Jesky 205 N. Michigan Ave., Suite 810 Chicago, IL 60606-5902 Email: tj@jeskylaw.com

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

I

THOMAS G. BRUTON, CLERK

[Handwritten signature of Thomas G. Bruton]

(By) DEPUTY CLERK



Signature of Clerk or Deputy Clerk

July 18, 2022

DATE

Civil Action No. 1:22-cv-3243

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

محكمة منطقة الولايات المتحدة

للمنطقة الشمالية من إلينوي

وارداتها ()
()
()
المدعي (المدعون) () الدعوى المدنية رقم ١: ٢٢ - CV - ٣٢٤٣

ضد

كابيلو ريال المحدودة ، تأسست في الإمارات العربية المتحدة ،
كابيلو إف زد إي ، تأسست في الإمارات العربية المتحدة ،
جون دوس ١ - ١٠ و رو كوربوريشنز ١ - ١٠ ()

المدعى عليه (المدعون عليه)

الاستدعاء في الدعوى المدنية

إلى: (اسم المدعى عليه وعنوانه) كابيلو ريال المحدودة.
الطابق ٢٣ بوليفارد بلازا برج ٢ إعمار بوليفارد ،
دبي، الامارات العربية المتحدة

تم رفع دعوى قضائية ضدك.

في غضون ٢١ يومًا بعد إرسال هذا الاستدعاء إليك (دون احتساب اليوم الذي تلقينته فيه) - أو ٦٠ يومًا إذا كنت من الولايات المتحدة أو وكالة تابعة للولايات المتحدة ، أو موظفًا أو عامل في الولايات المتحدة موصوفًا في القانون الفيدرالي المدني. ص ١٢ (أ) (٢) أو (٣) - يجب أن تقدم للمدعي ردًا على الشكوى المرفقة أو الطلب بموجب المادة ١٢ من القواعد الفيدرالية للإجراءات المدنية. يجب تقديم الجواب أو الطلب إلى المدعي أو محامي المدعي ، واسمه وعنوانه:

تي جيسكي

مكاتب محاماة تي جيسكي

٢٠٥ ميتشجن، جناح ٨١٠

شيكاغو، ٥٩٠٢-٦٠٦٠٦

بريد إلكتروني: tj@jeskylaw.com

إذا فشلت في الرد ، فسيتم إدخال الحكم بشكل افتراضي ضدك بسبب الإغفاء المطلوب في الشكوى. يجب عليك أيضًا تقديم إجابتك أو اقتراحك إلى المحكمة.

١. توماس جي بروتون ، كاتب

كاتب المحكمة



(بواسطة) نائب كاتب



توقيع كاتب أو نائب كاتب

١٨ يوليو ٢٠٢٢

التاريخ

دليل الخدمة

(لا ينبغي رفع هذا القسم إلى المحكمة إلا إذا طلب ذلك من قبل القانون الفيدرالي المدني P.4 (أ))

هذا الاستدعاء لـ (اسم الفرد والمسمى الوظيفي ، إن وجد) _____
استلمته في (التاريخ) _____

- أنا شخصياً أرسلت الاستدعاء للفرد في (المكان) _____ في (تاريخ) _____ ; أو
- تركت الاستدعاء في منزل الفرد أو مكان إقامته المعتاد مع (الاسم) _____ ، شخص في سن مناسب وحسب تقديري يقيم هناك ، في (تاريخ) _____ ; وإرسال نسخة بالبريد إلى آخر عنوان معروف للفرد ؛ أو
- لقد قدمت الاستدعاء على (اسم الفرد) _____ ، الذي تم تعيينه بموجب القانون لقبول خدمة المحاكمة نيابة عن (اسم المنظمة) _____ في (تاريخ) _____ ; أو
- أعدت الاستدعاء دون تنفيذ لأنه _____ ; أو
- أخرى (حدد): _____

أتعابي (\$) _____ للسفر و (\$) _____ للخدمات ، بإجمالي (\$) _____ ٠.٠٠
أقر وأتحمل عقوبة الحنث باليمين بأن هذه المعلومات صحيحة.

التاريخ: _____
توقيع الخادم _____

الاسم المطبوع والمسمى الوظيفي _____

عنوان الخادم _____

معلومات إضافية بخصوص محاولة الخدمة ، إلخ:

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

HER IMPORTS)	
)	
Plaintiff,)	
vs.)	Case No. 1:22-cv-3243
)	
CABELLO REAL, LTD)	
incorporated in the United Arab)	
Emirates, CABELLO REAL FZE,)	
incorporated in the United Arab)	
Emirates, JOHN DOES 1-10 and Roe)	
Corporations 1-10.)	
)	
Defendants.)	

COMPLAINT

Plaintiff, Her Imports (hereinafter “Plaintiff” or “Her Imports”) by their attorney, brings this civil action to recover \$753,772 in losses wrongfully spent by the Defendants, Cabello Real, Ltd, Cabello FZE, John Does 1-10 and Roe Corporations 1-10 (hereinafter “Defendants”) for expenses paid on their behalf by the Plaintiff, and alleges the following based on personal knowledge, information and belief:

INTRODUCTION

1. Over the course of a year, the Plaintiff advanced the Defendants \$753,772. The Defendants, who are major common shareholders of Her Imports, directed the Plaintiff to use Her Imports funds to pay \$753,772 of expenses on behalf of the Defendants. Since these payments were used for matters unrelated to Her Imports, at the expense of Her Imports and its shareholders, the management of Her Imports asked the Defendants to return the monies advanced, but to no avail. The Plaintiff is seeking reimbursement of the \$753,772, based on the claims of: a) unjust enrichment; b) breach of fiduciary duty; and c) in the alternative to unjust enrichment, conversion.

THE PARTIES

2. Plaintiff, Her Imports is a Nevada corporation. For the past three years, Her Imports has maintained offices and a retail store located at 564 W. Randolph Street, 2nd Floor, Chicago, IL 60661.

3. Defendant Cabello Real, Ltd., is a United Arab Emirate Company, located at Level 23 Boulevard Plaza Tower 2, Emaar Boulevard, Dubai, United Arab Emirates. Cabello Real, Ltd. owns 1,272,696 (13.5%) common shares of Her Imports. Her Imports has 9,437,135 common shares issued and outstanding. Cabello Real, Ltd. is indirectly controlled by Patrick Johnathan William Terry, a Canadian citizen, who is a resident of the United Arab Emirates, who is currently living in Mexico.

4. Defendant Cabello Real FZE, is a United Arab Emirate Company, located at Business Center, Al Shmookh Building, UAQ Free Trade Zone, Umm Al Quawain, United Arab Emirates. Cabello Real FZE owns 4,750,000 (50.3%) common shares of Her Imports. Her Imports has 9,437,135 common shares issued and outstanding. Cabello Real FZE is indirectly controlled by Patrick Johnathan William Terry, a Canadian citizen, who is a resident of the United Arab Emirates, who is currently living in Mexico.

5. Additionally, the Cabello units collectively own 5,000,000 shares of non-voting, non-cumulative, callable preferred stock, which pays a dividend at the discretion of Her Import's Board of Directors.

6. The individuals and entities referred to in the three preceding paragraphs are referred to collectively as "Defendants."

JURISDICTION AND VENUE

7. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332 because the amount in controversy exceeds \$75,000, exclusive of interest and costs, and because Plaintiff is a citizen of a state different from any of the Defendants.

8. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 in that Defendant, Her Imports conducts business in Cook County Illinois and is subject to personal jurisdiction in this District.

SUBSTANTIVE ALLEGATIONS

A. Corporate History

9. The Plaintiff, Her Imports, (no Inc.), a corporation, operates a business that globally sources, markets and sells human hair as hair extensions and related haircare and beauty products.

10. Its predecessor, Her Imports, LLC, a private limited liability company was originally formed and operated by Patrick Johnathan William Terry (hereinafter “Mr. Terry”).

11. In September, 2017, the limited liability company assigned certain in return for royalties with a fully reporting publicly traded company, named EZJR, Inc, which subsequently changed its name to Her Imports.

12. Subsequently, the royalties were reduced in exchange for issuance of common stock to the Defendants.

13. In exchange for the Defendant assigning the trade name “Her Imports” to the Plaintiff, the Plaintiff issued additional common stock to the Defendant.

14. The trademark was never transferred to the Plaintiff and subsequently, the Plaintiff learned that the Defendant did not own the trademark.

15. Upon the transfer of stock, the Cabello entities took controlling ownership of Her Imports.

16. Mr. Terry, through his Cabello entities, continued help Her Imports operate their core hair extension business.

B. Her Imports Financial Reporting and Trading Status

17. On January 30, 2019, Her Imports purportedly terminated its registration with the U.S. Securities and Exchange Commission, in order to reduce the costs of being fully reporting.

18. Her Imports remains a non-reporting publicly traded company, quoted on the Expert Markets, under the stock trading symbol: HHER.

19. Her Imports has approximately 200 shareholders.

20. Cabello received 5,000,000 non-voting, non-cumulative, callable preferred stock, which when approved by a Board vote, paid a monthly dividend of \$60,000 per month, as payment for utilizing the Her Import trademark. The Cabello received \$2,100,000 in dividends, from October 2, 2017 through November 8, 2019.

21. When Her Imports learned that neither Mr. Terry nor Cabello owned the trademark, dividend payments were stopped.

C. Deterioration of Business Relationship

22. At the beginning of Her Imports, Mr. Terry made positive contributions to help Her Imports succeed.

23. These positive contributions started to break down, when Mr. Terry wanted to open a South American subsidiary.

24. Mr. Terry started asking the Plaintiff to pay bills, and pay special bonuses under the pretense that he was helping build the business for Her Imports. The requests continued to increase, and based on the past working relationship, Her Imports accommodated these requests.

25. Her Imports became suspicious of Mr. Terry's activities, when management learned that some inventory was missing.

26. Under and information and belief, management believed Mr. Terry was self-dealing at the expense of Her Imports.

27. What ended the apprehensiveness, is when Her Import received an invoice for \$15,000 in excess of their normal UPS bills. This was approximately double their standard UPS billing.

28. The management of Her Imports confronted Mr. Terry and asked him to pay back the misdirected funds, to no avail.

29. While these misdirected transactions took place, Mr. Terry took control of Her Imports website, URL and Instagram account.

D. Misappropriation of Funds

30. Over approximately a two-year period, \$753,772 was advanced to pay personal expenses of the Defendants.

31. The records will demonstrate that Mr. Terry directed Her Imports to pay rents, mortgage payments, travel, and other personal payments, paid directly to the Defendants' third party designees.

32. When Her Imports learned that these were non-business expenses, Her Imports stopped further payments and directed the reimbursement of these funds from the Defendants to no avail.

33. In order to protect the Defendants from taking control of the Her Imports, at the further expense of the shareholders, the Plaintiff, in consideration for salaries owed, issued 10,000,000 voting preferred shares, which shifted control to two officers/directors of Her Imports, to prevent further financial damage by the Defendants.

34. In order to confirm who had control of Her Imports, a Court Case was adjudicated in the District Court of Nevada, Clark County, Case No.: A-19-806635-C, captioned, Her Imports v. Terry, Cabello Real, Ltd, and Cabello FZE where the Court ratified that issuance of the voting preferred shares, that gave management, not Mr. Terry or the Cabello entities control of Her Imports.

COUNT I
UNJUST ENRICHMENT
(As Against All Defendants)

35. Plaintiff incorporates the foregoing paragraphs as if fully set forth herein.

36. Unjust enrichment, or restitution, may be alleged where a defendant unjustly obtains and retains a benefit to the plaintiff's detriment, and where such retention violates fundamental principles of equity, justice, and good conscience.

37. The Defendants directed the Plaintiff to pay bills and expenses on behalf of the Defendants, telling the Plaintiff that the Plaintiff would be fully reimbursed.

38. The funds transferred legally belong to the Plaintiff.

39. Over the course of approximately year, ending in January, 2019, the Plaintiff transferred \$753,722 to pay bills and expenses of the Defendants, with no benefit to Her Imports.

40. The Plaintiff has itemized receipts of all payments made on behalf of the Defendants.

41. The funds are identifiable, and there is a direct chain from the Plaintiffs of the

payments to the current person(s)/entities in possession of the money.

42. On information and belief, the Defendants and/or their designees retained the funds transferred by the Plaintiff. Specifically, these funds were transferred to the Defendants for their personal use.

43. On information and belief, funds transferred by the Plaintiff to the Defendants legally belong to the Plaintiff and are due and owing to the Plaintiff. Defendants owe a fiduciary duty as the largest common shareholders of the Plaintiff.

44. On information and belief, the Defendants breached their fiduciary duties to the Plaintiff by causing, permitting, facilitating or otherwise allowing the Plaintiff's money to be distributed to third parties at the expense of the Plaintiff for the personal benefit of the Defendants.

45. Under principles of equity and good conscience, Defendants should not be permitted to retain any of the funds transferred from the Plaintiff to the Defendants.

46. In summary, the Defendants were: (1) enriched by directing the Plaintiff to send the Plaintiff's funds to a third parties, (2) as a result, the Plaintiff was impoverished of the funds, and (3) there was a relation between the enrichment, whereby the Defendants are the major common shareholders of the Plaintiff. The Defendants should not be permitted, in equity and good conscience, to retain for themselves the \$753,772, that rightfully belongs to Plaintiff.

47. By reason of the foregoing, Plaintiff has been injured in an amount of \$753,772, plus interest, for which sum the Defendants are liable to the Plaintiff.

48. The Defendants unjust enrichment actions caused immeasurable financial damage to the Plaintiff.

49. The value to the Company was further damaged, when the company's website, URL and Instagram account were unlawfully held, due to the fact that Mr. Terry was managing

the site for the Company and he purposely did not turn over the administrative codes.

COUNT II
Breach of Fiduciary Duty
(As Against All Defendants)

50. Plaintiff incorporates the foregoing paragraphs as if fully set forth herein.

51. As the major common shareholders of the Plaintiff, the Defendants owe fiduciary duties of care, loyalty and good faith to Her Import's other stockholders, including Her Imports itself.

52. Defendants' fiduciary duties include obligations to exercise good business judgment, to act prudently in the operation of the Plaintiff's business, to discharge their action in good faith, to act in the best interests of Her Imports and its stockholders, and to put the interest of the Her Imports before their own.

53. Defendants breached their fiduciary duty of care by siphoning \$753,772 from the Her Imports, at the financial expense of the Plaintiff and diminishing shareholder value.

54. . The Defendants engaged in self-dealing, and did not act in good faith toward the Plaintiff this resulted in breach fiduciary duties by the Defendants to the Her Imports and its shareholders.

55. Defendants breached their fiduciary duty of loyalty and good faith by, among other things, intentionally violating securities laws by taking monies from Her Imports, without reimbursing Her Imports at the expense of the Plaintiff's shareholders.

56. Plaintiff and the other Her Imports stockholders have been damaged by the Defendants' breach of their fiduciary duties.

57. Plaintiff and the shareholders of Her Imports have been irreparably injured as a direct and proximate result of the aforementioned acts.

58. In summary, the elements of a breach of fiduciary duty have been met, in that: (a) a fiduciary duty existed; and (b) that the Defendants breached that duty.

COUNT III
CONVERSION
(As Against All Defendants)
(In the Alternative to Count I)

59. Plaintiff incorporates the foregoing paragraphs as if fully set forth herein, excluding paragraphs 32 through 44.

60. The conversion consists of \$753,772 of monies paid by the Plaintiff on behalf of the Defendants, which consists of rents, mortgage payment, travel, and personal payments, paid to the Defendants third party designees.

61. This money was transferred for the benefit of the Defendants.

62. Prior to filing any lawsuit, Plaintiff made multiple attempts demanding Defendants, return the monies paid on their behalf.

63. Plaintiff, was deprived of \$753,772 paid for monies paid on behalf of the Defendants.

64. Defendants had full control and dominion of the funds of the conversion.

65. Defendants have wrongfully and without authorization assumed control and ownership over the misdirected \$753,772 and refused to return these funds to the Plaintiff.

66. Plaintiff's cause of action meets all of the elements for conversion:

a. Plaintiff has a right that their monies be returned by the Defendants.

b. Defendants as major shareholders of the Plaintiff had dominion and ownership over the monies paid on their behalf, and wrongfully refused to return the \$753,772 to the Plaintiff.

c. Plaintiff, on multiple occasions, demanded an immediate return/ possession of the monies paid on behalf of the Defendants, to no avail.

67. It was the failure of Defendants, to pay the \$753,772 advanced to the Defendants, that Plaintiff filed his lawsuit.

68. It was Defendants wrongful control and deprivation that unlawfully withheld the \$753,772 paid by the Plaintiff for the benefit of the Defendants.

69. All demand attempts to recover the monies from Defendants were futile.

70. Based on information and belief, the Defendants siphoned \$753,772 from Plaintiff to make personal payments at the expenses of the Plaintiff and its shareholders.

71. As a direct, foreseeable, and proximate result of the conversion of the Plaintiff and the Plaintiff's shareholders have been damaged.

**COUNT IV
(Costs, Expenses, And Attorneys' Fees—Against The Defendants)**

72. Plaintiff repeats and realleges the allegations contained in all prior paragraphs as if set forth fully herein.

73. As alleged hereinabove, this action is necessitated by the Defendants false inducements and willful and uncured breaches to return the monies advanced.

74. By reason of the foregoing, Plaintiff is entitled to reimbursement from the Defendants for all costs, expenses, and attorneys' fees (with interest thereon) incurred by Plaintiff in commencing and prosecuting this action, in an amount to be determined at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, Her Imports respectfully requests that this Court enter judgment in its favor and enter an order:

A. Finding that the Defendants were unjustly enriched.

B. In the alternative to unjust enrichment, enter a judgment that the Defendants conduct constitutes conversion.

C. The Court adjudge and decree that Defendants' conduct herein constituted a breach of fiduciary duty to the Plaintiff;

D. The Court adjudge and decree a finding in favor of the Plaintiff for the amount of damages sustained by Her Imports as a result of the Defendants' breaches of fiduciary duties.

E. In the alternative, based on the foregoing transactions, since the Defendants are foreign entities and if they fail to pay the damages in 45-days, the Court orders the Plaintiff's transfer agent to cancel the Defendants share ownership of Her Imports to the amount of the monies owed, which would includes any and all shares issued to the Cabello entities.

F. Finding extraordinary equitable relief as permitted by law, equity, and the statutory provisions sued hereunder;

G. Awarding Plaintiff its costs and expenses in this litigation, including reasonable attorneys' fees and consultants' fees and expenses, and, if applicable, pre-judgment and post-judgment interest and awarding such other and further relief as the Court deems equitable and just.

Dated: June 21, 2022

Respectfully submitted,

/s/ T. J. Jesky
T. J. Jesky
Law Offices of T. J. Jesky
205 N. Michigan Ave., Suite 810
Chicago, IL 60601-5902
Telephone: (312) 894-0130
Facsimile: (312) 489-8216
Email: tj@jeskylaw.com
Attorney for Plaintiff

UNITED STATES DISTRICT COURT

for the

Northern District of Illinois

HER IMPORTS

Plaintiff(s)

v.

CABELLO REAL, LTD incorporated in the United Arab Emirates, CABELLO REAL FZE, incorporated in the United Arab Emirates, John Does 1-10 and Roe Corporations 1-10

Defendant(s)

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T. J. Jesky Law Offices of T. J. Jesky 205 N. Michigan Ave., Suite 810 Chicago, IL 60606-5902 Email: tj@jeskylaw.com

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

E

THOMAS G. BRUTON, CLERK

[Handwritten signature of Thomas G. Bruton]

(By) DEPUTY CLERK



Signature of Clerk or Deputy Clerk

July 18, 2022

DATE

Civil Action No. 1:22-cv-3243

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 .

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Server's signature

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**IN THE UNITED STATES DISTRICT COURT
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EASTERN DIVISION**

HER IMPORTS)	
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Plaintiff,)	
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Defendants.)	

COMPLAINT

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INTRODUCTION

1. Over the course of a year, the Plaintiff advanced the Defendants \$753,772. The Defendants, who are major common shareholders of Her Imports, directed the Plaintiff to use Her Imports funds to pay \$753,772 of expenses on behalf of the Defendants. Since these payments were used for matters unrelated to Her Imports, at the expense of Her Imports and its shareholders, the management of Her Imports asked the Defendants to return the monies advanced, but to no avail. The Plaintiff is seeking reimbursement of the \$753,772, based on the claims of: a) unjust enrichment; b) breach of fiduciary duty; and c) in the alternative to unjust enrichment, conversion.

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SUBSTANTIVE ALLEGATIONS

A. Corporate History

9. The Plaintiff, Her Imports, (no Inc.), a corporation, operates a business that globally sources, markets and sells human hair as hair extensions and related haircare and beauty products.

10. Its predecessor, Her Imports, LLC, a private limited liability company was originally formed and operated by Patrick Johnathan William Terry (hereinafter “Mr. Terry”).

11. In September, 2017, the limited liability company assigned certain in return for royalties with a fully reporting publicly traded company, named EZJR, Inc, which subsequently changed its name to Her Imports.

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B. Her Imports Financial Reporting and Trading Status

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18. Her Imports remains a non-reporting publicly traded company, quoted on the Expert Markets, under the stock trading symbol: HHER.

19. Her Imports has approximately 200 shareholders.

20. Cabello received 5,000,000 non-voting, non-cumulative, callable preferred stock, which when approved by a Board vote, paid a monthly dividend of \$60,000 per month, as payment for utilizing the Her Import trademark. The Cabello received \$2,100,000 in dividends, from October 2, 2017 through November 8, 2019.

21. When Her Imports learned that neither Mr. Terry nor Cabello owned the trademark, dividend payments were stopped.

C. Deterioration of Business Relationship

22. At the beginning of Her Imports, Mr. Terry made positive contributions to help Her Imports succeed.

23. These positive contributions started to break down, when Mr. Terry wanted to open a South American subsidiary.

24. Mr. Terry started asking the Plaintiff to pay bills, and pay special bonuses under the pretense that he was helping build the business for Her Imports. The requests continued to increase, and based on the past working relationship, Her Imports accommodated these requests.

25. Her Imports became suspicious of Mr. Terry's activities, when management learned that some inventory was missing.

26. Under and information and belief, management believed Mr. Terry was self-dealing at the expense of Her Imports.

27. What ended the apprehensiveness, is when Her Import received an invoice for \$15,000 in excess of their normal UPS bills. This was approximately double their standard UPS billing.

28. The management of Her Imports confronted Mr. Terry and asked him to pay back the misdirected funds, to no avail.

29. While these misdirected transactions took place, Mr. Terry took control of Her Imports website, URL and Instagram account.

D. Misappropriation of Funds

30. Over approximately a two-year period, \$753,772 was advanced to pay personal expenses of the Defendants.

31. The records will demonstrate that Mr. Terry directed Her Imports to pay rents, mortgage payments, travel, and other personal payments, paid directly to the Defendants' third party designees.

32. When Her Imports learned that these were non-business expenses, Her Imports stopped further payments and directed the reimbursement of these funds from the Defendants to no avail.

33. In order to protect the Defendants from taking control of the Her Imports, at the further expense of the shareholders, the Plaintiff, in consideration for salaries owed, issued 10,000,000 voting preferred shares, which shifted control to two officers/directors of Her Imports, to prevent further financial damage by the Defendants.

34. In order to confirm who had control of Her Imports, a Court Case was adjudicated in the District Court of Nevada, Clark County, Case No.: A-19-806635-C, captioned, Her Imports v. Terry, Cabello Real, Ltd, and Cabello FZE where the Court ratified that issuance of the voting preferred shares, that gave management, not Mr. Terry or the Cabello entities control of Her Imports.

COUNT I
UNJUST ENRICHMENT
(As Against All Defendants)

35. Plaintiff incorporates the foregoing paragraphs as if fully set forth herein.

36. Unjust enrichment, or restitution, may be alleged where a defendant unjustly obtains and retains a benefit to the plaintiff's detriment, and where such retention violates fundamental principles of equity, justice, and good conscience.

37. The Defendants directed the Plaintiff to pay bills and expenses on behalf of the Defendants, telling the Plaintiff that the Plaintiff would be fully reimbursed.

38. The funds transferred legally belong to the Plaintiff.

39. Over the course of approximately year, ending in January, 2019, the Plaintiff transferred \$753,722 to pay bills and expenses of the Defendants, with no benefit to Her Imports.

40. The Plaintiff has itemized receipts of all payments made on behalf of the Defendants.

41. The funds are identifiable, and there is a direct chain from the Plaintiffs of the

payments to the current person(s)/entities in possession of the money.

42. On information and belief, the Defendants and/or their designees retained the funds transferred by the Plaintiff. Specifically, these funds were transferred to the Defendants for their personal use.

43. On information and belief, funds transferred by the Plaintiff to the Defendants legally belong to the Plaintiff and are due and owing to the Plaintiff. Defendants owe a fiduciary duty as the largest common shareholders of the Plaintiff.

44. On information and belief, the Defendants breached their fiduciary duties to the Plaintiff by causing, permitting, facilitating or otherwise allowing the Plaintiff's money to be distributed to third parties at the expense of the Plaintiff for the personal benefit of the Defendants.

45. Under principles of equity and good conscience, Defendants should not be permitted to retain any of the funds transferred from the Plaintiff to the Defendants.

46. In summary, the Defendants were: (1) enriched by directing the Plaintiff to send the Plaintiff's funds to a third parties, (2) as a result, the Plaintiff was impoverished of the funds, and (3) there was a relation between the enrichment, whereby the Defendants are the major common shareholders of the Plaintiff. The Defendants should not be permitted, in equity and good conscience, to retain for themselves the \$753,772, that rightfully belongs to Plaintiff.

47. By reason of the foregoing, Plaintiff has been injured in an amount of \$753,772, plus interest, for which sum the Defendants are liable to the Plaintiff.

48. The Defendants unjust enrichment actions caused immeasurable financial damage to the Plaintiff.

49. The value to the Company was further damaged, when the company's website, URL and Instagram account were unlawfully held, due to the fact that Mr. Terry was managing

the site for the Company and he purposely did not turn over the administrative codes.

COUNT II
Breach of Fiduciary Duty
(As Against All Defendants)

50. Plaintiff incorporates the foregoing paragraphs as if fully set forth herein.

51. As the major common shareholders of the Plaintiff, the Defendants owe fiduciary duties of care, loyalty and good faith to Her Import's other stockholders, including Her Imports itself.

52. Defendants' fiduciary duties include obligations to exercise good business judgment, to act prudently in the operation of the Plaintiff's business, to discharge their action in good faith, to act in the best interests of Her Imports and its stockholders, and to put the interest of the Her Imports before their own.

53. Defendants breached their fiduciary duty of care by siphoning \$753,772 from the Her Imports, at the financial expense of the Plaintiff and diminishing shareholder value.

54. . The Defendants engaged in self-dealing, and did not act in good faith toward the Plaintiff this resulted in breach fiduciary duties by the Defendants to the Her Imports and its shareholders.

55. Defendants breached their fiduciary duty of loyalty and good faith by, among other things, intentionally violating securities laws by taking monies from Her Imports, without reimbursing Her Imports at the expense of the Plaintiff's shareholders.

56. Plaintiff and the other Her Imports stockholders have been damaged by the Defendants' breach of their fiduciary duties.

57. Plaintiff and the shareholders of Her Imports have been irreparably injured as a direct and proximate result of the aforementioned acts.

58. In summary, the elements of a breach of fiduciary duty have been met, in that: (a) a fiduciary duty existed; and (b) that the Defendants breached that duty.

COUNT III
CONVERSION
(As Against All Defendants)
(In the Alternative to Count I)

59. Plaintiff incorporates the foregoing paragraphs as if fully set forth herein, excluding paragraphs 32 through 44.

60. The conversion consists of \$753,772 of monies paid by the Plaintiff on behalf of the Defendants, which consists of rents, mortgage payment, travel, and personal payments, paid to the Defendants third party designees.

61. This money was transferred for the benefit of the Defendants.

62. Prior to filing any lawsuit, Plaintiff made multiple attempts demanding Defendants, return the monies paid on their behalf.

63. Plaintiff, was deprived of \$753,772 paid for monies paid on behalf of the Defendants.

64. Defendants had full control and dominion of the funds of the conversion.

65. Defendants have wrongfully and without authorization assumed control and ownership over the misdirected \$753,772 and refused to return these funds to the Plaintiff.

66. Plaintiff's cause of action meets all of the elements for conversion:

a. Plaintiff has a right that their monies be returned by the Defendants.

b. Defendants as major shareholders of the Plaintiff had dominion and ownership over the monies paid on their behalf, and wrongfully refused to return the \$753,772 to the Plaintiff.

c. Plaintiff, on multiple occasions, demanded an immediate return/ possession of the monies paid on behalf of the Defendants, to no avail.

67. It was the failure of Defendants, to pay the \$753,772 advanced to the Defendants, that Plaintiff filed his lawsuit.

68. It was Defendants wrongful control and deprivation that unlawfully withheld the \$753,772 paid by the Plaintiff for the benefit of the Defendants.

69. All demand attempts to recover the monies from Defendants were futile.

70. Based on information and belief, the Defendants siphoned \$753,772 from Plaintiff to make personal payments at the expenses of the Plaintiff and its shareholders.

71. As a direct, foreseeable, and proximate result of the conversion of the Plaintiff and the Plaintiff's shareholders have been damaged.

COUNT IV
(Costs, Expenses, And Attorneys' Fees—Against The Defendants)

72. Plaintiff repeats and realleges the allegations contained in all prior paragraphs as if set forth fully herein.

73. As alleged hereinabove, this action is necessitated by the Defendants false inducements and willful and uncured breaches to return the monies advanced.

74. By reason of the foregoing, Plaintiff is entitled to reimbursement from the Defendants for all costs, expenses, and attorneys' fees (with interest thereon) incurred by Plaintiff in commencing and prosecuting this action, in an amount to be determined at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, Her Imports respectfully requests that this Court enter judgment in its favor and enter an order:

A. Finding that the Defendants were unjustly enriched.

B. In the alternative to unjust enrichment, enter a judgment that the Defendants conduct constitutes conversion.

C. The Court adjudge and decree that Defendants' conduct herein constituted a breach of fiduciary duty to the Plaintiff;

D. The Court adjudge and decree a finding in favor of the Plaintiff for the amount of damages sustained by Her Imports as a result of the Defendants' breaches of fiduciary duties.

E. In the alternative, based on the foregoing transactions, since the Defendants are foreign entities and if they fail to pay the damages in 45-days, the Court orders the Plaintiff's transfer agent to cancel the Defendants share ownership of Her Imports to the amount of the monies owed, which would includes any and all shares issued to the Cabello entities.

F. Finding extraordinary equitable relief as permitted by law, equity, and the statutory provisions sued hereunder;

G. Awarding Plaintiff its costs and expenses in this litigation, including reasonable attorneys' fees and consultants' fees and expenses, and, if applicable, pre-judgment and post-judgment interest and awarding such other and further relief as the Court deems equitable and just.

Dated: June 21, 2022

Respectfully submitted,

/s/ T. J. Jesky
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Attorney for Plaintiff

محكمة منطقة الولايات المتحدة

للمنطقة الشمالية من إلينوي

وارداتها ()
()
()
المدعي (المدعون) () الدعوى المدنية رقم ١: ٢٢ - CV - ٣٢٤٣

ضد

كابيلو ريال المحدودة ، تأسست في الإمارات العربية المتحدة ،
كابيلو إف زد إي ، تأسست في الإمارات العربية المتحدة ،
جون دوس ١- ١٠ و رو كوربوريشنز ١- ١٠ ()

المدعى عليه (المدعون عليه)

الاستدعاء في الدعوى المدنية

إلى: (اسم المدعى عليه وعنوانه)

كابيلو ريال ، م.م.ح

مركز أعمال

بناية الشموخ

منطقة التجارة الحرة بأم القيوين

أم القيوين الإمارات العربية المتحدة

تم رفع دعوى قضائية ضدك.

في غضون ٢١ يومًا بعد إرسال هذا الاستدعاء إليك (دون احتساب اليوم الذي تلقينته فيه) - أو ٦٠ يومًا إذا كنت من الولايات المتحدة أو وكالة تابعة للولايات المتحدة ، أو موظفًا أو عامل في الولايات المتحدة موصوفًا في القانون الفيدرالي المدني.

ص ١٢ (أ) (٢) أو (٣) - يجب أن تقدم للمدعي ردًا على الشكوى المرفقة أو الطلب بموجب المادة ١٢ من القواعد الفيدرالية للإجراءات المدنية. يجب تقديم الجواب أو الطلب إلى المدعي أو محامي المدعي ، واسمه وعنوانه:

تي جيسكي

مكاتب محاماة تي جيسكي

٢٠٥ ميتشجن, جناح ٨١٠

شيكاغو, ٥٩٠٢-٦٠٦٠٦

بريد إلكتروني: tj@jeskylaw.com

إذا فشلت في الرد ، فسيتم إدخال الحكم بشكل افتراضي ضدك بسبب الإغفاء المطلوب في الشكوى.

يجب عليك أيضًا تقديم إجابتك أو اقتراحك إلى المحكمة.

١. توماس جي بروتون ، كاتب

d#

(بواسطة) نائب كاتب

كاتب المحكمة

توقيع كاتب أو نائب كاتب

١٨ يوليو ٢٠٢٢

التاريخ



دليل الخدمة

(لا ينبغي رفع هذا القسم إلى المحكمة إلا إذا طلب ذلك من قبل القانون الفيدرالي المدني P.4 (أ))

هذا الاستدعاء لـ (اسم الفرد والمسمى الوظيفي ، إن وجد) _____
استلمته في (التاريخ) _____

- أنا شخصياً أرسلت الاستدعاء للفرد في (المكان) _____ في (تاريخ) _____ ; أو
- تركت الاستدعاء في منزل الفرد أو مكان إقامته المعتاد مع (الاسم) _____ ، شخص في سن مناسب وحسب تقديري يقيم هناك ، في (تاريخ) _____ ; وإرسال نسخة بالبريد إلى آخر عنوان معروف للفرد ؛ أو
- لقد قدمت الاستدعاء على (اسم الفرد) _____ ، الذي تم تعيينه بموجب القانون لقبول خدمة المحاكمة نيابة عن (اسم المنظمة) _____ في (تاريخ) _____ ; أو
- أعدت الاستدعاء دون تنفيذ لأنه _____ ; أو
- أخرى (حدد): _____

أتعابي (\$) _____ للسفر و (\$) _____ للخدمات ، بإجمالي (\$) _____ ٠.٠٠
أقر وأتحمل عقوبة الحنث باليمين بأن هذه المعلومات صحيحة.

التاريخ: _____
توقيع الخادم _____

الاسم المطبوع والمسمى الوظيفي _____

عنوان الخادم _____

معلومات إضافية بخصوص محاولة الخدمة ، إلخ:

- غير مباشر في كابيلو إف زد إي من قبل باتريك جوناثان ويليام تيري ، وهو مواطن كندي مقيم في الإمارات العربية المتحدة ، ويعيش حاليًا في المكسيك.
٥. بالإضافة إلى ذلك ، تمتلك وحدات كابيلو مجتمعة ٥.٠٠٠.٠٠٠ سهم من الأسهم الممتازة غير المصوتة وغير التراكمية القابلة للاستدعاء ، والتي تدفع أرباحًا وفقًا لتقدير مجلس إدارة شركة الاستيراد.
٦. يشار إلى الأفراد والكيانات المشار إليهم في الفقرات الثلاث السابقة مجتمعين باسم "المدعى عليهم".

٢

الاختصاص القضائي ومكان الدعوى

٧. تتمتع هذه المحكمة بالولاية القضائية على هذا الإجراء وفقًا لقانون الولايات المتحدة رقم ٢٨. ١٣٣٢ § لأن المبلغ المتنازع عليه يتجاوز ٧٥٠٠٠ دولار ، باستثناء الفوائد والتكاليف ، ولأن المدعى مواطن في دولة مختلفة عن أي من المدعى عليهم.
٨. المكان مناسب في هذه المحكمة وفقًا لـ ٢٨ 1391 § في ذلك المدعى عليه ، تمارس وارداتها الأعمال في مقاطعة كوك إلينوي وتخضع للولاية القضائية الشخصية في هذه المنطقة.

الادعاءات الجوهرية

أ. تاريخ الشركة

٩. تدير شركة المدعى ، وارداتها ، شركة تعمل على توفير مصادر وتسويق وبيع شعر الإنسان على مستوى العالم كإطالة للشعر ومنتجات العناية بالشعر والجمال ذات الصلة.
١٠. سابقتها ، وارداتها وهي شركة خاصة ذات مسؤولية محدودة تم تأسيسها وتشغيلها من قبل باتريك جوناثان ويليام تيري (المشار إليه فيما يلي باسم "السيد تيري").
١١. في سبتمبر ٢٠١٧ ، عينت الشركة ذات المسؤولية المحدودة بعضًا مقابل الإتاوات مع شركة مساهمة عامة مُدرجة بالكامل ، تُدعى EZJR ، والتي غيرت اسمها لاحقًا إلى وارداتها.
١٢. بعد ذلك ، تم تخفيض الإتاوات مقابل إصدار الأسهم العادية للمدعى عليهم.
١٣. في مقابل تعيين المدعى عليه للاسم التجاري "وارداتها" للمدعى ، أصدر المدعى سهمًا عاديًا إضافيًا إلى المدعى عليه.
١٤. لم يتم نقل العلامة التجارية أبدًا إلى المدعى ، وبعد ذلك ، علم المدعى أن المدعى عليه لا يمتلك العلامة التجارية.

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١٥. عند نقل المخزون ، استحوذت كيانات كابيلو على ملكية وارداتها.
١٦. واصل السيد تيري ، من خلال كيانات كابيلو التابعة له ، مساعدة شركة "وارداتها" في إدارة أعمالها الأساسية لتمديد الشعر.

ب- إعداد التقارير المالية للواردات ووضعها التجاري

١٧. في ٣٠ يناير ٢٠١٩ ، أنهت شركة وارداتها عن قصد تسجيلها لدى لجنة الأوراق المالية والبورصات الأمريكية ، من أجل تقليل تكاليف إعداد التقارير بالكامل.

١٨. لا تزال وارداتها شركة مساهمة عامة غير مبلغة ، مقتبسة في أسواق الخبراء، تحت رمز تداول الأسهم: HHER.
١٩. وارداتها لديها ما يقرب من ٢٠٠ مساهم.
٢٠. تلقت كابيلو 5,000,000 من الأسهم الممتازة غير المصوتة وغير التراكمية القابلة للاستدعاء ، والتي عند الموافقة عليها من خلال تصويت المجلس ، دفعت أرباحًا شهرية قدرها ٦٠,٠٠٠ دولار شهريًا ، كدفعة لاستخدام علامة وارداتها التجارية. تلقت كابيلو 2,100,000 دولار من الأرباح ، من ٢ أكتوبر ٢٠١٧ حتى ٨ نوفمبر ٢٠١٩.
٢١. عندما علمت شركة وارداتها أن لا السيد تيري ولا كابيلو يمتلكان العلامة التجارية ، تم إيقاف مدفوعات الأرباح.

ج. تدهور العلاقات التجارية

٢٢. في بداية وارداتها ، قدم السيد تيري مساهمات إيجابية لمساعدة وارداتها على النجاح.
٢٣. بدأت هذه المساهمات الإيجابية في الانهيار ، عندما أراد السيد تيري فتح شركة فرعية في أمريكا الجنوبية.

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٢٤. بدأ السيد تيري في مطالبة المدعي بدفع الفواتير ودفع مكافآت خاصة بحجة أنه كان يساعد في بناء الأعمال التجارية لشركة وارداتها. استمرت الطلبات في الازدياد ، وبناءً على علاقة العمل السابقة ، استوعبت وارداتها هذه الطلبات.
٢٥. أصبحت وارداتها مشبوهة بشأن أنشطة السيد تيري ، عندما علمت الإدارة أن بعض المخزون مفقود.
٢٦. في ظل المعلومات والاعتقاد ، اعتقدت الإدارة أن السيد تيري كان يتعامل بنفسه على حساب وارداتها.
٢٧. ما أنهى المخاوف ، هو عندما تلقت شركة وارداتها فاتورة بقيمة ١٥٠٠٠ دولار تزيد عن فواتير UPS العادية. كان هذا ما يقرب من ضعف فواتير UPS القياسية.
٢٨. واجهت إدارة شركة وارداتها السيد تيري وطلبت منه سداد الأموال التي تم توجيهها بشكل خاطئ ، ولكن دون جدوى.
٢٩. أثناء حدوث هذه المعاملات المضللة ، تولى السيد تيري السيطرة على موقع وارداتها على الويب وعنوان URL وحساب انستجرام.

د- اختلاس الأموال

٣٠. على مدار عامين تقريبًا ، تم تقديم ٧٥٣,٧٧٢ دولارًا لدفع النفقات الشخصية للمدعى عليهم.
٣١. سئبت السجلات أن السيد تيري وجه وارداتها بدفع الإيجارات ومدفوعات الرهن العقاري والسفر والمدفوعات الشخصية الأخرى التي يتم دفعها مباشرة لمصممي الطرف الثالث من المدعى عليهم.
٣٢. عندما علمت وارداتها أن هذه كانت نفقات غير تجارية ، أوقفت وارداتها المدفوعات الإضافية ووجهت سداد هذه الأموال من المدعى عليهم دون جدوى.

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٣٣. من أجل حماية المدعى عليهم من السيطرة على وارداتها ، على نفقة إضافية للمساهمين ، أصدرت المدعية ، مقابل الرواتب المستحقة ، ١٠٠٠٠٠٠٠ سهم مفضل للتصويت ، والتي حولت السيطرة إلى اثنين من مسؤولي / مديري وارداتها ، إلى منع المزيد من الأضرار المالية من قبل المتهمين.
٣٤. من أجل تأكيد من كان يسيطر على وارداتها ، تم الفصل في القضية في محكمة مقاطعة نيفادا ، مقاطعة كلارك ، رقم القضية: A-19-806635-C ، مع شرح ، وارداتها ضد تيري و كابيلو ريال المحدودة و كابيلو إف زد إي حيث صادقت المحكمة على إصدار الأسهم الممتازة التي لها حق التصويت ، والتي أعطت الإدارة ، وليس السيد تيري أو كيانات كابيلو ، السيطرة على وارداتها.

العد الأول إثراء غير عادل (كما في حالة جميع المتهمين)

٣٥. يدمج المدعي الفقرات السابقة كما لو تم تحديدها بالكامل هنا.
٣٦. قد يُزعم الإثراء غير العادل ، أو الاسترداد ، عندما يحصل المدعى عليه ظلماً ويحتفظ بمزايا على حساب المدعي ، وحيث ينتهك هذا الاحتفاظ بالمبادئ الأساسية للإنصاف والعدالة والضمير الصالح.
٣٧. وجه المدعى عليهم المدعي بدفع الفواتير والنفقات نيابة عن المدعى عليهم ، وأخبروا المدعي أنه سيتم تعويض المدعي بالكامل.
٣٨. تعود الأموال المحولة قانوناً إلى المدعي.
٣٩. على مدار العام تقريباً ، المنتهي في يناير ٢٠١٩ ، قام المدعي بتحويل ٧٥٣،٧٢٢ دولاراً أمريكياً لدفع فواتير ونفقات المدعى عليهم ، دون أي فائدة على وارداتها.
٤٠. قام المدعي بتفصيل إيصالات جميع المدفوعات نيابة عن المدعى عليهم.
٤١. يمكن تحديد الأموال ، وهناك سلسلة مباشرة من المدعين للمدفوعات إلى الشخص (الأشخاص) / الكيانات الحالية التي تمتلك الأموال.
٤٢. بناءً على المعلومات والاعتقاد ، احتفظ المدعى عليهم و / أو من ينوب عنهم بالأموال المحولة من قبل المدعي. على وجه التحديد ، تم تحويل هذه الأموال إلى المدعى عليهم لاستخدامهم الشخصي.
٤٣. بناءً على المعلومات والاعتقاد ، فإن الأموال المحولة من قبل المدعي إلى المدعى عليه تعود قانوناً إلى المدعي وهي مستحقة ومستحقة للمدعي. يدين المدعى عليهم بواجب انتماني بصفتهم أكبر المساهمين المشتركين للمدعي.
٤٤. بناءً على المعلومات والاعتقاد ، انتهك المدعى عليهم واجباتهم الائتمانية تجاه المدعي من خلال التسبب في توزيع أموال المدعي على أطراف ثالثة أو السماح لهم بذلك أو تسهيلها أو السماح لهم بخلاف ذلك بتوزيع أموالهم على حساب المدعي من أجل المنفعة الشخصية للمدعى عليهم.
٤٥. بموجب مبادئ العدالة والضمير السليم ، لا ينبغي السماح للمدعى عليهم بالاحتفاظ بأي من الأموال المحولة من المدعي إلى المدعى عليهم.
٤٦. باختصار ، كان المدعى عليهم: (١) إثراءهم بتوجيه المدعي لإرسال أموال المدعي إلى أطراف ثالثة ، (٢) نتيجة لذلك ، كان المدعي فقير الأموال ، و (٣) كانت هناك علاقة بين الإثراء ، حيث يكون المدعى عليهم هم المساهمون الرئيسيون في المدعي. لا ينبغي السماح للمدعى عليهم ، من حيث الإنصاف والضمير السليم ، بالاحتفاظ بأنفسهم بمبلغ ٧٥٣،٧٢٢ دولاراً ، والذي ينتمي بحق إلى المدعي.
٤٧. بسبب ما سبق ، تكلف المدعي بمبلغ ٧٥٣،٧٢٢ دولاراً أمريكياً ، بالإضافة إلى الفائدة ، والتي يكون المدعى عليهم مسؤولين عنها أمام المدعي.
٤٨. تسببت إجراءات الإثراء الجائرة للمدعى عليهم في أضرار مالية بالغة للمدعي.
٤٩. تعرضت سمعة الشركة لمزيد من الضرر ، عندما تم حجز موقع الشركة على الويب وعنوان URL وحساب انستجرام بشكل غير قانوني ، نظراً لأن السيد تيري كان يدير الموقع لصالح الشركة ولم يقم عن قصد بتسليم الرموز الإدارية.

العد الثاني الإخلال بواجب الأمانة (تجاه جميع المتهمين)

٥٠. يدمج المدعي الفقرات السابقة كما لو تم تحديدها بالكامل هنا.
٥١. بصفتهم المساهمين الرئيسيين في المدعي ، يدين المدعى عليهم بواجبات انتمانية تتعلق بالرعاية والولاء وحسن النية للمساهمين الآخرين في شركة استيرادها ، بما في ذلك وارداتها نفسها.

٥٢. تشمل الواجبات الائتمانية للمدعى عليهم الالتزامات بممارسة حكم الأعمال الجيد ، والتصرف بحكمة في تشغيل أعمال المدعى ، والاطلاع علي عملهم بحسن نية ، والتصرف في مصلحة وارداتها ومساهمتها ، ووضع مصلحة وارداتها قبل استيرادها.
٥٣. انتهك المدعى عليهم واجب الرعاية الائتماني عن طريق سحب ٧٥٣،٧٧٢ دولارًا من وارداتها ، على حساب مالي للمدعى وتناقص قيمة المساهمين.
٥٤. انخرط المدعى عليهم في التعامل الذاتي ، ولم يتصرفوا بحسن نية تجاه المدعى ، مما أدى إلى خرق الواجبات الائتمانية من قبل المدعى عليهم تجاه وارداتها ومساهمتها.
٥٥. انتهك المدعى عليهم واجبه الائتماني المتمثل في الولاء وحسن النية من خلال ، من بين أمور أخرى ، انتهاك قوانين الأوراق المالية عمدًا من خلال أخذ أموال من وارداتها ، دون تعويض وارداتها على حساب مساهمي المدعى.
٥٦. تعرضت المدعية وأصحاب أسهمها الآخرون لأضرار بسبب خرق المدعى عليهم لواجباتهم الائتمانية.
٥٧. تعرضت المدعية والمساهمون في شركة وارداتها لأضرار لا يمكن إصلاحها كنتيجة مباشرة ومباشرة للأعمال المذكورة أعلاه.

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٥٨. باختصار ، تم استيفاء عناصر خرق الواجب الائتماني ، من حيث: (أ) وجود واجب ائتماني ؛ و (ب) أن المتهمين أخلوا بهذا الواجب.

العد الثالث

تحويلات

(كما في حالة جميع المتهمين) (في بديل العد الأول)

٥٩. يدمج المدعى الفقرات السابقة كما لو تم تحديدها بالكامل هنا ، باستثناء الفقرات من ٣٢ إلى ٤٤ .
٦٠. يتكون التحويل من ٧٥٣،٧٧٢ دولارًا أمريكيًا من الأموال التي دفعها المدعى نيابة عن المدعى عليه ، والتي تتكون من الإيجارات ودفع الرهن العقاري والسفر والمدفوعات الشخصية المدفوعة لمصممي الطرف الثالث المدعى عليهم.
٦١. تم تحويل هذه الأموال لصالح المتهمين.
٦٢. قبل رفع أي دعوى قضائية ، قام المدعى بعدة محاولات لمطالبة المدعى عليهم بإعادة الأموال المدفوعة نيابة عنهم.
٦٣. المدعى ، تم حرمانه من ٧٥٣،٧٧٢ دولارًا تم دفعها مقابل الأموال المدفوعة نيابة عن المدعى عليهم.
٦٤. كان المتهمون يتمتعون بالسيطرة الكاملة والسيطرة على أموال التحويل.
٦٥. تولى المدعى عليهم بشكل خاطئ وبدون إذن السيطرة والملكية على مبلغ ٧٥٣،٧٧٢ دولارًا الذي تم توجيهه بشكل خاطئ ورفضوا إعادة هذه الأموال إلى المدعى.
٦٦. يستوفي سبب دعوى المدعى جميع عناصر التحويل:
- أ. للمدعى الحق في إعادة أموالهم من قبل المتهمين.
- ب. كان المدعى عليهم بصفتهم مساهمين رئيسيين في المدعى يتمتعون بالسيطرة والملكية على الأموال المدفوعة نيابة عنهم ، ورفضوا بشكل غير مشروع إعادة مبلغ ٧٥٣،٧٧٢ دولارًا إلى المدعى.
- ج. طالب المدعى ، في مناسبات متعددة ، بإعادة / حيازة الأموال المدفوعة نيابة عن المدعى عليهم ، دون جدوى.

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٦٧. كان عدم قيام المدعى عليهم بدفع مبلغ ٧٥٣،٧٧٢ دولارًا المقدم إلى المتهمين ، مما رفع المدعى دعواه القضائية.

٦٨. لقد كانت السيطرة الخاطئة والحرمان من المدعى عليهم هي التي حجبت بشكل غير قانوني مبلغ ٧٥٣،٧٧٢ دولارًا الذي دفعه المدعي لصالح المدعى عليهم.
٦٩. كل محاولات المطالبة لاسترداد الأموال من المتهمين كانت بلا جدوى.
٧٠. بناءً على المعلومات والاعتقاد ، قام المدعى عليهم بسحب ٧٥٣،٧٧٢ دولارًا من المدعى لتسديد مدفوعات شخصية على نفقة المدعي ومساهميه.
٧١. كنتيجة مباشرة و متوقعة وقريبة لتحويل المدعي ومساهميه المدعي قد تضرروا.

العد الرابع

(التكاليف والنفقات وأتعاب المحاماة - مقابل المتهمين)

٧٢. يكرر المدعي ويدعي الادعاءات الواردة في جميع الفقرات السابقة كما لو تم تحديدها بالكامل هنا.
٧٣. كما هو مزعوم أعلاه ، فإن هذا الإجراء ضروري من قبل المدعى عليهم للإغراءات الكاذبة والانتهاكات المتعمدة وغير المبررة لإعادة الأموال المقدمة.
٧٤. بناءً على ما سبق ، يحق للمدعي التعويض من المدعى عليهم عن جميع التكاليف والنفقات وأتعاب المحاماة (مع الفائدة عليها) التي تكبدها المدعي في بدء هذا الإجراء ومقاضاته ، بمبلغ يتم تحديده في المحاكمة.

طلب للإغاثة

- وبناءً على ذلك ، تطلب المدعي ، الواردات ، باحترام ، أن تصدر هذه المحكمة حكمًا لصالحها وتدخل أمرًا: أ: اكتشاف أن المتهمين تم إثرائهم بغير وجه حق.
- ب- كبديل للإثراء غير المشروع ، أدخل حكمًا بأن سلوك المدعى عليهم يشكل تحولًا.

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- ج- حكم المحكمة وأمرها بأن سلوك المدعى عليهم في هذا القانون يشكل خرقًا للواجب الائتماني تجاه المدعي.
- د. تحكم المحكمة وتصدر حكمًا لصالح المدعي عن مبلغ التعويضات التي لحقت بمستورداتها نتيجة انتهاكات المدعى عليهم للواجبات الائتمانية.
- هـ. في المقابل ، بناءً على المعاملات السابقة ، نظرًا لأن المدعى عليهم كيانات أجنبية وإذا فشلوا في دفع التعويضات في غضون ٤٥ يومًا ، تأمر المحكمة وكيل نقل المدعي بإلغاء ملكية حصة المدعى عليهم من وارداتها إلى المبلغ من الأموال المستحقة ، والتي ستشمل أي وجميع الأسهم الصادرة لكيانات كابيلو.
- و. إيجاد تعويض إنصافي غير عادي كما يسمح به القانون ، وحقوق الملكية ، والأحكام القانونية المرفوعة بموجب هذه الاتفاقية.
- ز- منح المدعي تكاليفه ونفقاته في هذا التقاضي ، بما في ذلك أتعاب المحاماة المعقولة وأتعاب الاستشاريين ومصاريفهم ، وإذا كان ذلك ممكنًا ، الفوائد قبل الحكم وبعده ومنح أي تعويضات أخرى ومزيد من الإنصاف حسبما تراه المحكمة منصفًا و عادلًا.

بتاريخ: ٢١ يونيو ٢٠٢٢

قدمت مع الاحترام،

تي جيسكي

مكاتب محاماة تي جيسكي

٢٠٥ ميتشجن، جناح ٨١٠

شيكاغو، ٦٠٦٠٦-٥٩٠٢

تليفون: (٣١٢) ٨٩٤-٠١٣٠

فاكس: (٣١٢) ٤٨٩-٨٢١٦

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محامي المدعي

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