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MAR 16 4 41 PM '09

E. J. ...
CLERK OF THE COURT

6 Attorneys for Defendant
 7 Patrick C. Clary and So-called
 8 Nominal Defendant Kokoweef, Inc.

8 **DISTRICT COURT**
 9 **CLARK COUNTY, NEVADA**

-o0o-

11 TED R. BURKE; MICHAEL R. and)
 12 LAURETTA L. KEHOE; JOHN BERTOLDO;)
 13 PAUL BARNARD; EDDY KRAVETZ; JACKIE)
 14 & FRED KRAVETZ; STEVE FRANKS;)
 15 PAULA MARIA BARNARD; PETE T. and)
 16 LISA A. FREEMAN; LEON GOLDEN;)
 17 C.A. MURFF; GERDA FERN BILLBE;)
 18 BOB and ROBYN TRESKA; MICHAEL)
 19 RANDOLPH; and FREDERICK WILLIS,)

CASE NO. A558629
 DEPT NO. XIII

Plaintiffs,

vs.

**AMENDED ANSWER OF
 SO-CALLED NOMINAL
 DEFENDANT KOKOWEEF, INC.**

18 LARRY H. HAHN, individually, and)
 19 as President and Treasurer of)
 20 Kokoweef, Inc., and former)
 21 President and Treasurer of)
 22 Explorations Incorporated of)
 23 Nevada; HAHN'S WORLD OF SURPLUS,)
 24 INC., a Nevada corporation;)
 25 PATRICK C. CLARY, an individual;)
 26 DOES 1 through 100, inclusive;)

Defendants,

and

KOKOWEEF, INC., a Nevada)
 corporation; EXPLORATIONS)
 INCORPORATED OF NEVADA, a)
 dissolved corporation,)

Nominal Defendants.

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CLERK OF THE COURT
 MAR 16 2009

RECORDED

1 First Defense

2 The so-called Verified Derivative First Amended Complaint ("the
3 Amended Complaint") fails to state a claim against so-called Nominal
4 Defendant Kokoweef, Inc. ("Kokoweef") upon which relief can be
5 granted.

6 Second Defense

7 I.

8 Kokoweef denies the allegations contained in paragraph 1, admits
9 the allegations contained in the first sentence but denies the
10 remaining allegations contained in paragraph 2, admits the allegations
11 but denies the phrase "at all times relevant herein" contained in
12 paragraph 3, admits the allegations contained in paragraph 4, denies
13 the allegations contained in paragraphs 5, 6, and 7, admits the
14 allegations contained in paragraph 8, denies the allegations contained
15 in paragraphs 9, 10, 11, and 12, admits the allegations contained in
16 the first and the last two sentences but denies the remaining
17 allegations contained in paragraph 13, denies the allegations
18 contained in paragraphs 14 and 15, denies the allegations contained
19 in the last sentence but admits the remaining allegations contained
20 in paragraph 16, denies the allegations contained in paragraphs 17 and
21 18, admits the allegation of residency but denies the remaining
22 allegations contained in paragraph 19, admits the allegations
23 contained in paragraph 20, admits the allegations of residency but
24 denies the remaining allegations contained in paragraphs 21, 22, 23,
25 24, 25, and 26, is without knowledge or information sufficient to form
26 a belief as to the allegations contained in paragraph 27, admits the
27 allegation of residency but denies the remaining allegations contained
28 in paragraphs 28, 29, 30, 31, and 32, admits the allegations contained

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1 in paragraph 33, denies the allegation that EIN was incorporated on
2 October 24, 2984 but admits the remaining allegations contained in
3 paragraph 34, admits the allegations contained in paragraph 35, admits
4 the allegations contained in paragraph 36 but denies the portion
5 thereof that reads "until the time that he transferred that office to
6 his family members, although HAHN still maintains control of that
7 corporation," denies the allegations contained in paragraphs 37, 38,
8 39, 40 and 41, admits the statement that "Plaintiffs have not made any
9 demand on the Kokoweef Board of Directors to institute this action
10 against Hahn" but denies the remaining allegations contained in
11 paragraph 42, declines to answer the allegations contained in the so-
12 called "FIRST CAUSE OF ACTION," "SECOND CAUSE OF ACTION," and THIRD
13 CAUSE OF ACTION," because they have been dismissed by the Court,
14 answering paragraph 65 repeats and realleges its answers to paragraphs
15 1-38, denies the allegations contained in paragraphs 66, 67, 68, 69,
16 70, and 71, declines to answer the allegations contained in the so-
17 called "FIFTH CAUSE OF ACTION" and "SIXTH CAUSE OF ACTION" because
18 they have been dismissed by the Court, answering paragraph 93 repeats
19 and realleges its answers to paragraphs 1-38, admits that HAHN has a
20 fiduciary duty but denies the remaining allegations contained in
21 paragraph 94, denies the allegations contained in paragraphs 95, 96,
22 and 97, answering paragraph 98 repeats and realleges its answers to
23 paragraphs 1-38, denies the allegations contained in paragraphs 99,
24 100, and 101, answering paragraph 102 repeats and realleges its
25 answers to paragraphs 1-38, denies the allegations contained in
26 paragraphs 103, 104, 105, and 106, answering paragraph 107 repeats and
27 realleges its answers to paragraphs 1-38, and denies the allegations
28 contained in paragraphs 108, 109, 110, and 111 of the Amended

1 Complaint.

2 II.

3 It has been necessary for Kokoweef to obtain the services of
4 attorneys to defend this action, and, accordingly, Kokoweef is
5 entitled to recover from the Plaintiffs and each of them its
6 reasonable attorneys' fees herein.

7 Third Defense

8 The damages, if any, claimed by the Plaintiffs were the result
9 of the Plaintiffs' own actions and not those of Kokoweef.

10 Fourth Defense

11 The Plaintiffs assumed the risk that is the basis of their claims
12 and may not recover anything from Kokoweef.

13 Fifth Defense

14 The Plaintiffs are estopped by their actions from recovering
15 anything from Kokoweef.

16 Sixth Defense

17 The Plaintiffs are guilty of fraud in making and pursuing the
18 false and fraudulent claims against Kokoweef, its President, Treasurer
19 and director and its counsel set forth in the Amended Complaint.

20 Seventh Defense

21 The conduct of the Plaintiffs in and relating to this case has
22 been and is illegal.

23 Eighth Defense

24 The Plaintiffs were guilty of laches in bringing their claims
25 herein.

26 Ninth Defense

27 The claims against Kokoweef are barred by the statute of
28 limitations.

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Tenth Defense

The Plaintiffs have waived any right to a claim against Kokoweef.

Eleventh Defense

The Plaintiffs have failed to name a necessary party.

Twelfth Defense

The Plaintiffs have unclean hands and are barred from any equitable relief against Kokoweef.

Thirteenth Defense

The damages, if any, claimed by the Plaintiffs were caused by the actions of third parties over whom Kokoweef had no control.

Fourteenth Defense

The negligence of the Plaintiffs is greater than that of Kokoweef, and, therefore, they may not recover anything from Kokoweef.

Fifteenth Defense

In September 2007, which was prior to the filing of the original Complaint herein, the Plaintiffs' previous attorney, Neil J. Beller, Esq. ("Mr. Beller"), without obtaining the requisite number of Kokoweef's stockholders, made a demand upon Kokoweef purportedly pursuant to Section 78.257 of Nevada Revised Statutes, which, he stated, provided that "[s]hareholders who own shares equaling 15% of issued and outstanding stock, [sic] may demand to inspect the books financial record [sic] and conduct an audit." While Kokoweef complied with the demand by turning over the requested financial information, the audit was never conducted by Mr. Beller's clients. In truth and in fact the audit request was a sham because the information was obtained for purposes of this lawsuit, and an audit still has not been conducted by the Plaintiffs.

. . . .

1 Nineteenth Defense

2 By bringing and prosecuting this lawsuit, the Plaintiffs and
3 their counsel have committed a tortious abuse of process against
4 Kokoweef; consequently, Kokoweef should be entitled to recover damages
5 from the Plaintiffs and their counsel and, because of their fraud,
6 should also be entitled to recover punitive damages from the
7 Plaintiffs and their counsel.

8 Twentieth Defense

9 Richard Dutchik ("Dutchik"), who was a director and a stockholder
10 of Kokoweef at the time that this lawsuit was filed, after purchasing
11 in his own name the domaine name "Kokoweef.com," and after Kokoweef
12 paid for the development of the web site under the said domaine name,
13 entered into an illegal conspiracy with certain of the Plaintiffs
14 (including Plaintiff Ted R. Burke) and allegedly former Plaintiffs to
15 "highjack" the web site for the benefit of the Plaintiffs and former
16 Plaintiffs in connection with this lawsuit, which resulted in damages
17 to Kokoweef, which it also should be entitled to recover.

18 WHEREFORE, Defendant Clary prays that the Plaintiffs take nothing
19 by virtue of the Amended Complaint and that the Defendant Patrick C.
20 Clary recover from the Plaintiffs and each of them their reasonable
21 attorneys' fees herein plus costs of this action together with such
22 other and further relief as the Court may deem just and proper in the
23 premises.

24 PATRICK C. CLARY, CHARTERED

25
26 By 

Patrick C. Clary

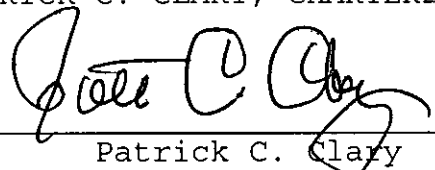
27 Attorneys for Defendant
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CERTIFICATE OF SERVICE BY MAILING

The above and foregoing Amended Answer of So-called Nominal Defendant Kokoweef, Inc. was served on the Plaintiffs by mailing a copy thereof, first-class postage prepaid to their attorneys, Jennifer L. Taylor, Esq., Robertson & Vick, LLP, 401 North Buffalo Drive, Suite 202, Las Vegas, Nevada 89145, and was also served on Defendants Larry Hahn and Hahn's World of Surplus, Inc. by mailing a copy thereof, first-class postage prepaid, to their attorneys, M. Nelson Segel, Esq., M Nelson Segel, Chartered, 624 South 9th Street, Las Vegas, Nevada 89101, on March 16, 2009.

PATRICK C. CLARY, CHARTERED

By 
Patrick C. Clary

Attorneys for Defendant
Patrick C. Clary and So-called
Nominal Defendant Kokoweef, Inc.

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