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

11 -o0o-

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

19 Plaintiffs

20 vs.

21 LARRY L. HAHN, individually, and as )  
22 President of and Treasurer of Kokoweef, )  
23 Inc., and former President and )  
24 Treasurer of Explorations Incorporated )  
25 of Nevada; HAHN'S WORLD OF SURPLUS, )  
26 INC., a Nevada corporation; DOES I-X, )  
27 inclusive; DOE OFFICERS, DIRECTORS and )  
28 PARTICIPANTS I-XX, )

Defendants,

and

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

Nominal Defendants.

DEFENDANT KOKOWEEF, INC.'S  
BRIEF IN SUPPORT OF ITS  
RENEWED MOTION TO REQUIRE  
SECURITY FROM PLAINTIFFS

DATE OF HEARING: 7/30/08  
TIME OF HEARING: 9:00 a.m.

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INTRODUCTION

1  
2 Defendant Kokoweef, Inc. ("KOKOWEEF") filed its Motion for  
3 Security ("MOTION") seeking an order of this Court under NRS §41.520  
4 requiring Plaintiffs to post security. The Complaint alleges that  
5 Defendant Larry Hahn ("HAHN"), who is the President, Treasurer and a  
6 director of KOKOWEEF, and Hahn's World of Surplus, Inc. ("SURPLUS")  
7 defrauded KOKOWEEF and its predecessor, Explorations of Nevada,  
8 Incorporated ("EIN") and seeks recovery of the moneys allegedly  
9 improperly taken by HAHN and SURPLUS. The Complaint alleged three  
10 methods utilized by HAHN to commit the fraud:

11 1. Hahn caused KOKOWEEF or EIN to issue checks to third  
12 parties and deposited the checks in SURPLUS' bank account;

13 2. Hahn caused KOKOWEEF or EIN to issue checks to SURPLUS  
14 without justification; and

15 3. HAHN caused KOKOWEEF or EIN to expend funds for  
16 "personal" items that were not proper business expenses.

17 (The Complaint also alleges certain securities law violations, but no  
18 proof of those allegations was presented at the evidentiary hearing  
19 held on July 30, 2008.)

20 In addition to the allegations set forth in the Complaint, the  
21 Plaintiffs presented the testimony of their fraud examination expert,  
22 Talon Stringham ("STRINGHAM"). When asked whether the three items set  
23 forth above were evidence of fraud, STRINGHAM testified that a fraud  
24 examiner would consider them to be "red flags" which would justify  
25 further investigation. He could not, and would not, opine that fraud  
26 occurred in this matter.

27 KOKOWEEF presented testimony through Reta Van De Walker ("RETA")  
28 and HAHN. RETA testified that based upon her review of the checks and

1 back up documentation, all checks written by KOKOWEEF and EIN were for  
2 proper business purposes, that receipts existed for most of the  
3 transactions and that she did not find any money missing from KOKOWEEF  
4 or EIN's accounts. When STRINGHAM was questioned whether the testimony  
5 of RETA justified the transactions and eliminated the "reg flags," he  
6 stated that if her testimony was true, it was possible.

7 KOKOWEEF believes that the evidence presented at the hearing on  
8 July 30, 2008, shows that KOKOWEEF has satisfied its burden under NRS  
9 §41.520. The Plaintiffs had little more than conjecture to support  
10 their contention that wrongful conduct occurred. Since the Plaintiffs  
11 failed to present any competent testimony that the allegedly  
12 fraudulent activity set forth in the Complaint occurred, the Court  
13 should enter its order requiring the posting of security in the sum  
14 of Two Hundred Fifty Thousand Dollars (\$250,000).

15 I.

16 THE NAMED DEFENDANTS, OR THE CORPORATION, IN A SHAREHOLDERS'  
17 DERIVATIVE, SUIT MAY MOVE THE COURT TO REQUIRE THE PLAINTIFFS TO  
18 FURNISH SECURITY IN AN AMOUNT APPROXIMATELY EQUAL TO PROBABLE  
19 REASONABLE EXPENSES, INCLUDING ATTORNEY'S FEES, THAT WILL BE INCURRED  
20 IN THE DEFENSE OF THE ACTION

21 According to Subsection 3 of NRS §41.520, any defendant who is  
22 an officer or director of the corporation in a shareholders derivative  
23 suit, or the corporation itself, may move the Court for an order  
24 requiring the plaintiff to furnish security. Subsection 3 further  
25 states that "such motion must be based on one of more" of two grounds  
26 set forth in the statute. The grounds upon which the Plaintiffs relied  
27 in the MOTION are contained in paragraph (a) of Subsection 3, which  
28 provides as follows:

1 That there is no reasonable possibility that the  
2 prosecution of the cause of action alleged in the complaint  
3 against the moving party will benefit the corporation or  
4 its security holders.

5 In the instant case, KOKOWEEF filed the MOTION based upon its belief  
6 that no wrongdoing had taken place. The cost of this litigation is  
7 so substantial that it could interfere with KOKOWEEF's ability to  
8 conduct mining operations, which is its business. In order to preserve  
9 the limited funds of the corporation for its necessary business  
10 purpose, the MOTION was filed and has been prosecuted vigorously by  
11 KOKOWEEF.

12 HAHN testified during the evidentiary hearing that KOKOWEEF has  
13 already incurred in excess of Fifty Thousand Dollars (\$50,000) in  
14 legal fees through June 2008. Based upon the activity that has  
15 occurred in this case to date, he also testified that it is  
16 anticipated that legal fees will likely reach Two Hundred Fifty  
17 Thousand Dollars (\$250,000) in this matter. Therefore, it was prudent  
18 for KOKOWEEF to file the MOTION requesting security from the  
19 Plaintiffs in order allow the corporation to defend this frivolous  
20 lawsuit and defend the rights of over eighty five percent (85%) of the  
21 shareholders of the corporation. The Plaintiffs in this matter hold  
22 less than fifteen percent (15%) of the issued and outstanding shares  
23 of common stock of KOKOWEEF.

## 24 II.

25 **KOKOWEEF PRESENTED UNREFUTED TESTIMONY REGARDING EACH OF THE**  
26 **THREE ITEMS ALLEGED BY THE PLAINTIFFS AS THEIR BASIS FOR ACTION**

27 The first item of conduct of HAHN that was purported to be a  
28 fraud upon KOKOWEEF was the issuance of checks to third parties and  
depositing them in SURPLUS' bank account. The Complaint suggests that

1 these checks were written to fictitious people. However, the testimony  
2 of RETA, along with KOKOWEEF's Exhibit 1, which was received into  
3 evidence, showed the Court that these checks were written to real  
4 people. Some of the people provide services to KOKOWEEF and reside  
5 on the mine property. Other checks were cashed at SURPLUS but issued  
6 based upon receipts provided to KOKOWEEF or EIN. A review of each of  
7 the checks will reveal the signature of the person to whom the check  
8 was written. All of this shows that the funds were delivered to those  
9 people.<sup>1</sup>

10 The Plaintiffs were unable to present any evidence, other than  
11 the existence of "red flags", to support their allegations. While the  
12 hearing was not the trial on the merits, as the Court has pointed out  
13 a number of times, nevertheless the Plaintiffs had the burden to  
14 refute the facts presented by KOKOWEEF and show the Court that there  
15 was a reasonable possibility that they would succeed herein. Yet, they  
16 totally failed to do so.

17 The second issue was whether Hahn caused KOKOWEEF or EIN to issue  
18 checks to SURPLUS without justification. The testimony of RETA stated  
19 that the checks to surplus were backed up by receipts for goods  
20 provided to KOKOWEEF. The testimony of HAHN stated that he purchased  
21 goods needed by KOKOWEEF, or EIN, through SURPLUS. Additionally, he  
22 testified that those items were sold to KOKOWEEF or EIN at the actual  
23 cost of those items or, if purchased on a discount basis, at that  
24 discounted cost. HAHN further explained that SURPLUS did not charge  
25 KOKOWEEF or EIN the full price that was charged to other customers.

26  
27  
28 <sup>1</sup>Larry Butler, who resides at the mine and acts as the *defacto* security guard  
for the mine, was present at the hearing to testify that the checks payable to him  
were for reimbursement of mine expenses and he received the funds, but there was  
insufficient time available for him to testify.

1 Finally, SURPLUS provided these goods to KOKOWEEF or EIN without  
2 receiving immediate payment. In fact, Exhibit 6, which was received  
3 into evidence at the evidentiary hearing and which is the balance  
4 sheet for KOKOWEEF for the period ending December 31, 2007, shows  
5 that, as of that date KOKOWEEF still owed SURPLUS in excess of  
6 \$41,000!

7 When STRINGHAM was asked whether he had evidence that these goods  
8 were not sold and delivered to KOKOWEEF, he could only say that, when  
9 two businesses have common officers, it is a "red flag" that suggests  
10 further investigation to determine whether transactions were handled  
11 properly. He could not opine that any of the transactions set forth  
12 in Defendants' Exhibit 1 were improper.

13 The last issue is that checks were written for "personal items"  
14 that did not appear to be proper business expenses. First, it must  
15 be remembered that a majority of these checks were written to third  
16 parties, not HAHN or SURPLUS. Exhibit 1 contains the checks referred  
17 to in the Complaint, along with receipts that go with the checks. A  
18 substantial number of those receipts are for food and gasoline.

19 KOKOWEEF is not arguing that "on their face", these items may not  
20 appear to be "normal" business expenses. However, KOKOWEEF is not a  
21 "normal" operating business.

22 As the testimony of RETA and HAHN showed, KOKOWEEF is a mining  
23 exploration business. It is the belief of all parties that KOKOWEEF  
24 is close to locating the discovery that KOKOWEEF and its predecessor,  
25 EIN, had been attempting to locate for approximately thirty (30)  
26 years!

27 KOKOWEEF does not operate with paid staff. The testimony showed  
28 that most of the work performed at KOKOWEEF is done by shareholders,

1 including HAHN. They are not paid for their services; however, at the  
2 mine they are fed, and work clothes are provided to them. A number  
3 of people, including Larry Butler ("BUTLER"), reside on the property  
4 and act as security guards. In addition, dogs roam the property to  
5 guard against intruders. They must be fed, and the receipts show  
6 amounts expended for dog food. These working dogs are providing  
7 services to KOKOWEEF and are fed by the company.

8 Finally, a substantial amount of the money spent is for gasoline.  
9 The mine is approximately sixty (60) miles from Las Vegas, Nevada near  
10 Mountain Pass in California. It is necessary to purchase gasoline for  
11 the rigs and other equipment used in the mining operations.

12 These are the expenses that STRINGHAM has questioned. He was only  
13 able to say that these expenses did not appear to be business-related.  
14 However, he admitted that it was possible that they were business-  
15 related, but he could not opine without further review of  
16 documentation that he did have in his possession, although it is  
17 questionable whether his review of such further documentation would  
18 help explain to him how an exploration mining business is conducted.

19 III.

20 KOKOWEEF HAS SHOWN THAT THERE IS NO REASONABLE POSSIBILITY THAT  
21 THE PROSECUTION OF THE CAUSE OF ACTION ALLEGED IN THE COMPLAINT  
22 AGAINST THE MOVING PARTY WILL BENEFIT THE CORPORATION OR ITS SECURITY  
23 HOLDERS,

24 The burden placed upon KOKOWEEF is significant. However, it  
25 should be clear that the Nevada Legislature did not establish a burden  
26 for defendants that was insurmountable. Defendants were not placed in  
27 a position to prove to the Court that under no circumstances could  
28 plaintiff in a shareholders' derivative action prove a case.

1 The burden is "reasonable possibility." While not defined in  
2 Nevada Revised Statutes, the Court should balance the equities to  
3 reach its decision in this matter. The Court made an analogy to a  
4 preliminary injunction. While this may not be a "perfect" comparison,  
5 it does give some standards to consider.

6 KOKOWEEF has presented documentation and testimony to the Court  
7 to show that the transactions complained of by the Plaintiffs are not  
8 improper. The Plaintiffs have not provided evidence that wrongful  
9 conduct occurred.

10 In this case, a dissident group of shareholders holding less than  
11 fifteen percent (15%) of the issued and outstanding shares of the  
12 common stock of KOKOWEEF are seeking to remove HAHN as the President,  
13 Treasurer and Director of KOKOWEEF and gain control of the  
14 corporation. The alleged basis for doing so is that the books and  
15 records were not kept by a certified public accountant and a small  
16 number of receipts are not available to verify the basis of some  
17 expenditure. It should be remembered that the testimony was that the  
18 receipts were not missing but rather were illegible due to thermal  
19 paper fading over the years!

20 KOKOWEEF, by virtually any standard, has met its burden of proof.

21 IV.

22 THE PLAINTIFFS' OPPOSITION AND REFUSAL TO CONSENT TO PRE-HEARING  
23 DISCOVERY PREVENTED BOTH SIDE FROM LEARNING MORE ABOUT THE ALLEGATIONS  
24 OF THE COMPLAINT.

25 The evidentiary hearing was the time for the parties to set forth  
26 the factual basis of their position to allow the Court to determine  
27 whether there was a reasonable possibility that the factual  
28 allegations of the Complaint could be proven. While the evidentiary



1 hearing was not to be the "trial on the merits," the Plaintiffs had  
2 a burden to show the Court that they had a "reasonable possibility"  
3 to prove their case. One thing is clear: the Plaintiffs failed to  
4 carry their burden.

5 Once KOKOWEEF provided the Court with an explanation of the  
6 transactions in question, the Plaintiffs had a burden to show the  
7 Court that the transactions were fraudulent.

8 KOKOWEEF utilized RETA, who is an independent contractor brought  
9 to it by none other than Plaintiff Ted Burke, the principal  
10 complaining Plaintiff in this case. RETA has over thirty (30) years  
11 of experience doing bookkeeping, tax preparation and reviews of  
12 businesses books' and records, including audits. It was also brought  
13 out that RETA had prior experience dealing with the books and records  
14 of a mining company. Her testimony was unequivocal; there was no  
15 wrongful conduct by HAHN or SURPLUS and all transactions were for the  
16 benefit of KOKOWEEF or EIN and that they received the value for which  
17 they were charged.

18 Plaintiffs' expert, STRINGHAM, was qualified, for the purposes  
19 of the evidentiary hearing only, as an expert in detecting fraud.  
20 STRINGHAM testified that fraud examination was only part of the work  
21 he performs, but he did not elaborate on the nature of his other work  
22 or the amount of time he spends on fraud detection.

23 What is clear from the testimony of STRINGHAM is that he could  
24 not make a determination, based upon the limited amount of records  
25 that he purportedly reviewed, whether wrongful conduct occurred. At  
26 best, he could only say that various "red flags" existed that gave  
27 him, as a fraud examiner, reason to want to do further investigation  
28 to determine the propriety of the transactions in question.

1       The Court should keep in mind that the Defendants sought an  
2 opportunity to conduct discovery. Part of the purpose of the discovery  
3 was to learn about the investigation conducted by STRINGHAM prior to  
4 the preparation of his first affidavit, which was filed with the Court  
5 on or about May 15, 2008. The Defendants were also concerned that  
6 STRINGHAM had not been provided the receipts that had been delivered  
7 to Plaintiffs' attorney, Neil Beller, Esq., in the late fall of 2007.

8       Even limited discovery would also have enabled STRINGHAM to  
9 obtain more documentation that he needed to reach a more definitive  
10 opinion of what transpired and whether the transactions in question  
11 were proper. STRINGHAM actually stated in his direct examination that  
12 his analysis was hindered by not having the ability to do discovery  
13 prior to the hearing. Unfortunately, the Plaintiffs fought the  
14 opportunity to learn more about their case and to enable their expert  
15 to appear before the Court and provide it with a knowledgeable,  
16 informed opinion. Instead, the Court heard STRINGHAM state numerous  
17 times throughout his direct examination from Mr. Beller that he did  
18 not have sufficient documentation to make a determination whether the  
19 transactions were proper. These same responses were recited during his  
20 cross examination by KOKOWEEF's counsel, Mr. Clary. **Finally, he**  
21 **stated that he was unable to opine that fraud occurred!**

22       Since the Plaintiffs refused to allow discovery, they lost the  
23 opportunity to obtain information and documentation that could have  
24 supported their position. Of course, it must also be remembered that  
25 failing to obtain the documentation could also have prevented them  
26 from having in hand the documents that showed, as Exhibit 1 shows,  
27 that their case lacked any merit!

28 . . . . .

V.

1  
2 THE COURT MUST WEIGH THE EVIDENCE PRESENTED AT THE HEARING AND  
3 MAKE A DETERMINATION WHETHER KOKOWEEF HAS CARRIED ITS BURDEN AND  
4 WHETHER THE PLAINTIFFS HAVE REFUTED ANY SHOWING MADE BY KOKOWEEF.

5 As set forth above, KOKOWEEF believes it has provided the Court  
6 with competent testimony from RETA that no wrongdoing has occurred.  
7 At best, the Plaintiff have provided the Court provided with testimony  
8 from Plaintiffs' expert that "red flags" exist, but "red flags" do not  
9 constitute fraud.

10 The Court made it clear that it was not obligated to believe the  
11 testimony of any witness and that it could accept the testimony or  
12 disregard it. KOKOWEEF agrees, but even if all of the testimony is  
13 believed, the Plaintiffs still must lose.

14 In KOKOWEEF's view, a review of the testimony presented by the  
15 three (3) witnesses, RETA, HAHN and STRINGHAM, makes it clear that no  
16 wrongdoing occurred. RETA, while not qualified for the purposes of  
17 this hearing as an expert, has extensive experience in bookkeeping and  
18 audit. She testified that she was originally hired, again through  
19 Plaintiff Ted Burke, no less, to computerize the shareholder records  
20 of EIN. She completed that task in 2002 and heard nothing more from  
21 KOKOWEEF or EIN until the summer of 2007. At that point in time, she  
22 was retained to organize the business records of EIN and KOKOWEEF for  
23 the years 2006 and 2007 and put them in the computer program,  
24 QuickBooks. After she completed that task, at the insistence of  
25 Plaintiff Ted Burke, she was retained by KOKOWEEF to organize the  
26 business records of EIN for the years 2003, 2004 and 2005. While she  
27 was in the process of preparing these records, this litigation was  
28 commenced. RETA was retained by KOKOWEEF to testify regarding the

1 actions taken by her and what she found when she organized the  
2 documents.

3 RETA has no motivation to misstate what she found. There are no  
4 agreements for future work once the litigation is completed.

5 STRINGHAM was hired for one purpose, namely to find evidence to  
6 support the allegations of fraud in the Complaint. STRINGHAM has not  
7 visited the mine, has reviewed limited documentation and has modified  
8 his testimony to support the position for which he was retained.

9 During STRINGHAM's direct testimony regarding his first  
10 affidavit, when asked about documentation that he reviewed in  
11 preparation of the affidavit, he stated "checks only." During cross-  
12 examination, he denied that was all that he had reviewed.

13 In his second affidavit, on page 2, paragraph 7, line 21,  
14 STRINGHAM stated as follows: "[a]s of today, the only new information  
15 I have received is a copy of the QuickBooks data for EIN and Kokoweef,  
16 and **supporting binders of bank statements, and mine receipt files for**  
17 **2003-2007"** (emphasis added).

18 On cross-examination, STRINGHAM testified that he did not believe  
19 that he had the "three red 4" binders" of receipts that were provided  
20 to Plaintiffs by KOKOWEEF in the late fall of 2007. He made it clear  
21 that he never received red binders, but he did receive a volume of  
22 receipts. However, he could not recall whether he received the volume  
23 of receipts in May 2008 or July 2008.

24 On cross-examination when asked what he received in May 2008, he  
25 was not certain. When reminded that he had previously testified that  
26 he only received checks, he backtracked and denied that is what he  
27 said. He then testified that he believed he had more than checks in  
28 May 2008.

1 Finally, when asked to review the language of his second  
2 affidavit, he could not recall what he received, or when.

3 STRINGHAM was also asked whether he was experienced in doing  
4 fraud reviews of small companies. He testified that he has such  
5 experience. When asked whether it was common to find that small  
6 companies did not keep their books and records in perfect condition,  
7 he answered "yes"! When asked whether he would expect to find "red  
8 flags" in small businesses, he again answered "yes"! Finally, when  
9 asked whether this meant that fraud occurred, he said "no".

10 KOKOWEEF believes that the testimony of RETA, which is supported  
11 by copies of checks and receipts, should be believed by the Court.  
12 Her testimony and the documentation (Exhibit 1) show that no wrongful  
13 conduct took place. On the other hand, the Court can believe the  
14 testimony of STRINGHAM as well. However, that testimony is  
15 insufficient to support a conclusion that there is a reasonable  
16 possibility that fraud occurred. The most the Court can draw from the  
17 testimony of STRINGHAM is that he found "red flags", which he admitted  
18 was not fraud.

19 Defendants believe that the Court also has a reasonable basis not  
20 to believe the testimony of STRINGHAM. His affidavits and testimony  
21 were inconsistent. This is the key issue utilized by a court to make  
22 a determination whether a witness is being truthful. Changing one's  
23 testimony, as occurred at the evidentiary hearing, is evidence of a  
24 lack of candor.

25 VI.

26 THE LEVEL OF SECURITY DOES NOT HAVE TO REMAIN STATIC, AND THE  
27 COURT MAY MODIFY THE AMOUNT OF THE SECURITY FROM TIME TO TIME.

28 At the conclusion of the evidentiary hearing, the Court requested

1 that counsel for the parties address in their briefs whether the  
2 amount of security required by the Court could be modified once the  
3 Plaintiffs were ordered to post security. This question can be  
4 answered by direct reference to NRS §41.520(4)(b), which provides, in  
5 pertinent part, as follows:

6       The amount of the security may thereafter from time to time  
7       be increased or decreased in the discretion of the court  
8       upon showing that the security provided has or may become  
9       inadequate or is excessive.

10 This statute allows the Court to set the security at an amount that  
11 appears appropriate under the circumstances at the time the request  
12 for security is made by a party. As set forth above, KOKOWEEF believes  
13 that it has provided the Court with more than adequate evidence that  
14 Plaintiffs' case lacks merit. The testimony also makes it clear that  
15 KOKOWEEF, both for itself, and as indemnification for HAHN (as an  
16 officer and director of KOKOWEEF) has incurred legal fees in excess  
17 of Fifty Thousand Dollars (\$50,000) in this case. The Court is aware  
18 that the parties have not reached the answer stage of this litigation.  
19 Therefore, KOKOWEEF believes that the Court should require a bond in  
20 the amount of Two Hundred Fifty Thousand Dollars (\$250,000), as  
21 testified by HAHN. This figure is not an unreasonable estimate of the  
22 legal fees and costs that will likely be incurred herein by KOKOWEEF.

23       If the Court is concerned about issuing an order for security  
24 that is substantially in excess of what is necessary to protect  
25 KOKOWEEF, the issuance of a an order for security in the sum of One  
26 Hundred Fifty Thousand Dollars (\$150,000) should be adequate for the  
27 next few months. At that time, KOKOWEEF should be free to seek an  
28 increase in the security under NRS §41.520(4)(b).

28 . . . .



CERTIFICATE OF SERVICE BY MAILING

1  
2 Defendant Kokoweef, Inc.'s Brief in Support of its Renewed Motion  
3 To Require Security from Plaintiffs, was served on the Plaintiffs by  
4 mailing a copy thereof, first-class postage prepaid, to their  
5 attorney, Neil J. Beller, Esq., Neil J. Beller, Ltd., 7408 West Sahara  
6 Avenue, Las Vegas, Nevada 89117, and was served on Defendants Larry  
7 L. Hahn, individually, and as President of and Treasurer of Kokoweef,  
8 Inc. and former President and Treasurer of Explorations Incorporated  
9 of Nevada, and Hahn's World of Surplus, Inc. by mailing a copy  
10 thereof, first-class postage prepaid, to their attorney, M Nelson  
11 Segel, Esq., 724 South Ninth Street, Las Vegas, Nevada 89101, August  
12 6, 2008.

13 CLARY CANNON LLP

14  
15 By 

Patrick C. Clary

16 Attorneys for Defendant Kokoweef, Inc.  
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