
CLERK OF THE COURT

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Okanadian Management Corp.

DISTRICT COURT
CLARK COUNTY, NEVADA

11 OKANADIAN MANAGEMENT CORP., a
12 British Columbia professional corporation,

13 Plaintiff,

14 vs.

15 MEDINAH MINERALS, INC., a Nevada
16 corporation; MMC MINES, INC., a wholly
owned subsidiary of Medinah Minerals, Inc.;
17 L.P. PRICE (aka LES PRICE), individually;
GREGORY CHAPIN, individually; JOSE
18 ROBERTO DE ROMANA LETTS,
individually; GARY GOODIN, individually;
19 VITTAL KARRA, individually; DOE
INDIVIDUALS I-X, inclusive; and ROE
20 ENTITIES I-X, inclusive,

21 Defendants.

CASE NO. A-16-732535-B

DEPT NO. XXXX

COMPLAINT

**Exempt from Arbitration per NAR
3(A) (amount in controversy exceeds
\$50,000.00)**

Jury Demand Requested

22 Plaintiff Okanadian Management Corp. (hereinafter "Okanadian") complains against
23 Defendants Medinah Minerals, Inc. (hereinafter "Medinah"), MMC Mines, Inc., Les Price,
24 Gregory Chapin, Jose Roberto De Romana Letts, Gary Goodin, Vittal Karra, Doe Individuals I-
25 X, and Roe Entities I-X (collectively "Defendants") as follows:

26 ///
27 ///
28 ///

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THE PARTIES

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1. Okanadian is, and at all times relevant hereto was, an entity governed by the laws of the Province of Alberta, Canada doing business in the Province of British Columbia, Canada.

2. Medinah is, and at all times relevant hereto was, a Nevada licensed corporation doing business in the State of Nevada.

3. Medinah maintains, and at all times relevant hereto maintained, a principal place of business at 8200 Soaring Owl Ave., Las Vegas, NV 89129.

4. MMC Mines, Inc. d/b/a/ Medinah Mining Chile (hereinafter "MMC") is, and at all times relevant hereto was, a wholly-owned subsidiary of Medinah.

5. Les Price (hereinafter "Price") is, and at all times relevant hereto was, the president of MMC.

6. Gregory Chapin (hereinafter "Chapin") is, and at all relevant times hereto was, the secretary, treasurer, and a director of Medinah.

7. Jose Roberto De Romana Letts (hereinafter "Letts") is, and at all relevant times hereto was, a director of Medinah.

8. Gary Goodin (hereinafter "Goodin") is, and at all relevant times hereto was, a director of Medinah.

9. Vittal Karra (hereinafter "Karra") is, and at all relevant times hereto was, the president and a director of Medinah.

10. The true names or capacities, whether individual, corporate, associate or otherwise, of defendants named herein as Doe Individuals I through X, inclusive, and Roe Entities I through X, inclusive, are presently unknown to Okanadian who, therefore, sues said defendants by such fictitious names. Okanadian alleges that each defendant designated herein as a Doe Individual or Roe Entity is negligently, willfully, contractually, intentionally, or otherwise legally responsible for the events and happenings herein referred to and proximately caused injury and damage thereby to Okanadian as herein alleged. Okanadian shall ask leave of this Court to amend this Complaint to insert the true names and capacities of each defendant named

1 as Doe Individual and/or Roe Entity, when the same has been ascertained, and will further seek
2 leave to join said defendants in these proceedings.

3 JURISDICTION AND VENUE

4 11. Jurisdiction and venue are proper in this Court over Medinah because Medinah is
5 a Nevada Corporation doing business in Clark County, Nevada.

6 12. Jurisdiction and venue are proper in this Court over MMC because MMC is a
7 wholly owned subsidiary of Medinah.

8 13. Jurisdiction and venue are proper in this Court over Price, Chapin, Letts, Goodin,
9 and Karra pursuant to NRS 75.160, NRS 78.135 and *Consipio Holding, BV v. Carlberg*, 128
10 Nev., Adv. Op. 43, 282 P.3d 751, 756 (2012).

11 GENERAL ALLEGATIONS

12 14. Okanadian re-alleges and incorporates by reference the averments previously set
13 forth in this Complaint as though fully set forth herein.

14 15. This is an action to enforce a valid investment agreement dated January 1, 2016
15 entered into by Okanadian, Medinah, and MMC (hereinafter "Agreement").

16 16. Pursuant to the Agreement, Medinah agreed to issue one hundred million
17 (100,000,000) of Medinah's Class C, Redeemable, Convertible Non-Voting Preferred shares
18 (hereinafter "Class C Stock") to Okanadian in exchange for 100,000 Canadian Dollars
19 (hereinafter "CAD" or "C\$") from Okanadian.

20 17. Medinah is a Junior Mining Exploration company.

21 18. Medinah owns several property interests in the country of Chile.

22 19. MMC, as a wholly-owned subsidiary of Medinah, only participates in mining
23 claims that are fully registered with the Chilean Ministry of Mines through filings submitted by
24 MMC.

25 20. Upon information and belief, Medinah desired to enter into the Agreement in
26 order to raise funds that will assist in maintaining Medinah's ongoing operational expenses until
27 such time as AURYN Mining Chile, SpA exercises its purchase options and/or commences its
28 mining operations at the Altos de Lipangue project in Chile.

1 34. Medinah and/or MMC breached the Agreement by failing to issue Okanadian
2 100,000,000 shares of C Class Stock.

3 35. Okanadian seeks to specifically enforce the Agreement and have Medinah and/or
4 MMC issue 100,000,000 shares of C Class Stock in accordance with the Agreement, as well as
5 any declaratory relief this Court may deem just and proper.

6 36. It has now become necessary for Okanadian to retain the services of legal counsel
7 to prosecute this action; Okanadian is therefore entitled to attorney fees and costs related to this
8 action.

9 **SECOND CAUSE OF ACTION**

10 **(Breach of Contract as to Medinah and MMC)**

11 37. Okanadian re-alleges and incorporates by reference the averments previously set
12 forth in this Complaint as though fully set forth herein.

13 38. Okanadian entered into a valid and existing agreement with Medinah and MMC –
14 the Agreement.

15 39. Okanadian fully performed its obligations under the Agreement.

16 40. Medinah and/or MMC materially breached the Agreement by failing to issue
17 Okanadian 100,000,000 shares of C Class Stock.

18 41. As a direct and proximate cause of Medinah's and/or MMC's material breach of
19 the Agreement, Okanadian has suffered damages in an amount in excess of ten thousand dollars
20 (\$10,000), the exact amount to be proven at trial.

21 42. It has now become necessary for Okanadian to retain the services of legal counsel
22 to prosecute this action; Okanadian is therefore entitled to attorney fees and costs related to this
23 action.

24 **THIRD CAUSE OF ACTION**

25 **(Breach of the Implied Covenant of Good Faith and Fair Dealing as to Medinah and
26 MMC)**

27 43. Okanadian re-alleges and incorporates by reference the averments previously set
28 forth in this Complaint as though fully set forth herein.

1 44. Okanadian entered into a valid and existing agreement with Medinah and MMC –
2 the Agreement.

3 45. Okanadian performed its obligations under the Agreement.

4 46. Under the Agreement and Nevada law, Medinah and MMC owed a duty of good
5 faith and fair dealing to Okanadian.

6 47. Medinah and/or MMC breached that duty by performing in a manner that was
7 unfaithful to the purpose of the Agreement.

8 48. Okanadian's justified expectations under the Agreement were denied due to
9 Medinah's and/or MMC's wrongful conduct.

10 49. As a direct and proximate cause of Medinah's and/or MMC's wrongful conduct,
11 Okanadian has suffered damages in an amount in excess of ten thousand dollars (\$10,000), the
12 exact amount to be proven at trial.

13 50. It has now become necessary for Okanadian to retain the services of legal counsel
14 to prosecute this action; Okanadian is therefore entitled to attorney fees and costs related to this
15 action.

16 **FOURTH CAUSE OF ACTION**

17 **(Fraudulent or Intentional Misrepresentation as to Defendants)**

18 51. Okanadian re-alleges and incorporates by reference the averments previously set
19 forth in this Complaint as though fully set forth herein.

20 52. On January 1, 2016, unbeknownst to Okanadian, Medinah's Board of Directors
21 (hereinafter "Board") negotiated, approved and agreed that it was necessary to issue one hundred
22 thousand (100,000) shares of C Class Stock to Okanadian in exchange for Okanadian's payment
23 of C\$100,000 dollars to Medinah.

24 53. On the same day the Board approved the issuance of 100,000 shares of C Class
25 Stock in exchange for Okanadian's payment of C\$100,000, Price signed the Agreement on
26 behalf of MMC and Chapin signed the Agreement on behalf of Medinah.

27 54. Defendants misrepresented in the Agreement that the Board approved of issuing
28 100,000,000 shares of C Class Stock to Okanadian.

1 55. Defendants knew that the offer of 100,000,000 shares of C Class Stock contained
2 in the Agreement was false.

3 56. Defendants knew that the offer of 100,000,000 shares of C Class Stock was false
4 because of their involvement with the January 1, 2016 Board meeting and the Agreement.

5 57. Defendants offered Okanadian 100,000,000 shares of C Class Stock in the
6 Agreement in order to induce Okanadian to invest C\$100,000.

7 58. Okanadian justifiably relied upon the offer of 100,000,000 shares of C Class
8 Stock in the Agreement, which Defendants knew to be false.

9 59. As a direct and proximate cause of Okanadian's justifiable reliance on the offer of
10 100,000,000 shares of C Class Stock in the Agreement, Okanadian has suffered damages in an
11 amount in excess of ten thousand dollars (\$10,000), the exact amount to be proven at trial.

12 60. Okanadian is also entitled to punitive damages from Defendants for their
13 fraudulent or intentional misrepresentations.

14 61. It has now become necessary for Okanadian to retain the services of legal counsel
15 to prosecute this action; Okanadian is therefore entitled to attorney fees and costs related to this
16 action.

17 **FIFTH CAUSE OF ACTION**

18 **(Unjust Enrichment as to Medinah and MMC)**

19 62. Okanadian re-alleges and incorporates by reference the averments previously set
20 forth in this Complaint as though fully set forth herein.

21 63. Okanadian conferred a benefit upon Medinah and/or MMC by paying Medinah
22 and/or MMC C\$100,000.

23 64. Medinah and/or MMC appreciated, accepted, and retained the benefit Okanadian
24 conferred upon Medinah and/or MMC.

25 65. Medinah and/or MMC failed to compensate Okanadian for the benefit Okanadian
26 conferred upon Medinah and/or MMC.

27 66. Under the circumstances, allowing Medinah and/or MMC to retain this benefit
28 without compensating Okanadian is inequitable.

1 67. Medinah and/or MMC knew or should have known that Okanadian expected to be
2 compensated with 100,000,000 shares of C Class Stock for transferring C\$100,000 to Medinah
3 and/or MMC, but despite this, Medinah and/or MMC is unjustly retaining the benefit of the
4 C\$100,000.

5 68. As a direct and proximate cause of the foregoing, Medinah and/or MMC has been
6 unjustly enriched, to the detriment of Okanadian, in an amount in excess of ten thousand dollars
7 (\$10,000), the exact amount to be proven at trial.

8 69. It has now become necessary for Okanadian to retain the services of legal counsel
9 to prosecute this action; Okanadian is therefore entitled to attorney fees and costs related to this
10 action.

11 **SIXTH CAUSE OF ACTION**

12 **(Breach of Nevada Securities Law: NRS 90.570(2) as to Defendants)**

13 70. Okanadian re-alleges and incorporates by reference the averments previously set
14 forth in this Complaint as though fully set forth herein.

15 71. NRS 90.295 defines “Security” as “a . . . stock, . . . transferable share, investment
16 contract, . . . or, in general any interest or instrument commonly known as a security or any
17 certificate of interest or participation in, temporary or interim certificate for, receipt for, whole or
18 partial guarantee of or warrant or right to subscribe to or purchase any of the foregoing.”

19 72. NRS 90.570(2) provides: “In connection with the offer to sell, sale, offer to
20 purchase or purchase of a security, a person shall not, directly or indirectly . . . [m]ake an untrue
21 statement of a material fact or omit to state a material fact necessary in order to make the
22 statements made not misleading in the light of the circumstances under which they are made.”

23 73. The Agreement constitutes an offer to sell a security under NRS 90.570.

24 74. Defendants made an untrue statement of a material fact and omitted to state a
25 material fact as proscribed by NRS 90.570(2) when they represented to Okanadian that the Board
26 approved of issuing 100,000,000 shares of C Class Stock to Okanadian in exchange for
27 Okanadian’s payment of C\$100,000 dollars to Medinah.

1 75. As a direct and proximate cause of Defendants' untrue statement of a material fact
2 and omission to state a material fact, Okanadian has suffered damages in an amount in excess of
3 ten thousand dollars (\$10,000), the exact amount to be proven at trial, recoverable under NRS
4 90.660(1).

5 76. It has now become necessary for Okanadian to retain the services of legal counsel
6 to prosecute this action; Okanadian is therefore entitled to attorney fees and costs related to this
7 action pursuant to NRS 90.660(1).

8 **SEVENTH CAUSE OF ACTION**

9 **(Attorney Fees and Costs as Special Damages as to Defendants)**

10 77. Okanadian re-alleges and incorporates by reference the averments previously set
11 forth in this Complaint as though fully set forth herein.

12 78. Based upon Defendants' actions, Okanadian has incurred attorney fees and costs
13 in bringing these claims to enforce its rights.

14 79. The attorney fees and costs incurred by Okanadian were directly and proximately
15 caused by Defendants' wrongful actions.

16 80. It was reasonably foreseeable that Okanadian would have to incur attorney fees
17 and costs in response to Defendants' wrongful actions.

18 81. Okanadian is therefore entitled to recover its attorney fees and costs as special
19 damages pursuant to NRCP 9(g).

20 WHEREFORE, Okanadian demands the following relief:

- 21 1. That judgment be entered for Okanadian on all claims for relief;
- 22 2. For specific performance of the Agreement;
- 23 3. For general and special damages in excess of \$10,000;
- 24 4. For an award of punitive damages;
- 25 5. For damages pursuant to NRS 90.660(1);
- 26 6. That Okanadian recover its reasonable costs of suit;
- 27 7. That Okanadian recover its reasonable attorney fees as special damages;
- 28 8. That Okanadian recover its reasonable attorney fees and costs pursuant to NRS

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90.660(1);


9. For pre-judgment and post-judgment interest; and

10. For such other and further relief as this Court may deem just and proper.

DATED this 26 day of February, 2016.

KOLESAR & LEATHAM

By


MATTHEW T. DUSHOFF, ESQ.

Nevada Bar No. 004975

RYAN T. GORMLEY, ESQ.

Nevada Bar No. 13494

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