

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK**

QUATTRO PARENT LLC.,

Plaintiff,

v.

ZAKI RAKIB,

Defendant.

Index No.

SUMMONS

Basis of Venue:

Contractual Agreement

TO THE ABOVE NAMED DEFENDANT:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer on the plaintiff's attorneys within 20 days after the service of this Summons and Complaint, exclusive of the day of service (or within 30 days after the service is complete if this Summons and Complaint is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: March 24, 2017

**BECKER, GLYNN, MUFFLY,
CHASSIN & HOSINSKI LLP**

By: _____

Zeb Landsman, Esq.

Jesse T. Conan, Esq.

299 Park Avenue

New York, New York 10171

Telephone: (212) 888-3033

Attorneys for Plaintiff Quattro Parent LLC

Defendant's Address:

Zaki Rakib
6965 Longfellow Court
San Jose CA 95129

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK**

QUATTRO PARENT LLC.,

Plaintiff,

v.

ZAKI RAKIB,

Defendant.

COMPLAINT

The plaintiff, Quattro Parent LLC (“Quattro”), by and through its attorneys, Becker, Glynn, Muffly, Chassin & Hosinski LLP, alleges the following against the defendant, Zaki Rakib (“Rakib”):

1. This is an action by Quattro for breach of contract by Rakib. Rakib violated a contractual agreement with Quattro to purchase membership interests of Quattro for \$7,500,000.

The Parties, Jurisdiction, and Venue

2. Quattro is a limited liability company formed under the laws of Delaware.

3. Quattro owns operating companies located in Brazil that are involved in the telecommunications industry.

4. Rakib is a member of Quattro.

5. Upon information and belief, Rakib is a resident of California.

6. Venue is proper in New York County pursuant to the Transaction Agreement (defined below), which mandates that this dispute would be “laid in the courts of the

United States of America located in the Southern District of New York or in the courts of the State of New York located in the Borough of Manhattan.”

7. Rakib agreed in the Transaction Agreement to submit to the “personal jurisdiction” of this Court.

8. Rakib agreed in the Transaction Agreement to accept service of process by United States air mail, postage prepaid.

Factual Background and Cause of Action (Breach of Contract)

9. In 2015, Quattro sought to raise additional funds.

10. On October 9, 2015, Quattro and Rakib entered into the Transaction Agreement Relating to Third Amended and Restated Limited Liability Company Agreement of Quattro Parent LLC (the “Transaction Agreement”). Pursuant to the Transaction Agreement, Rakib agreed to enter into the Third Amended and Restated Limited Liability Company Agreement of Quattro Parent LLC (the “Third Amended LLC Agreement”) upon the closing of the Transaction Agreement. The “Transaction Agreement” is attached as Exhibit A. The Third Amended LLC Agreement is attached as Exhibit B.

11. The Transaction Agreement provided for the parties to seek approval of the Third Amended LLC Agreement from *Agencia Nacional de Telecomunicacoes* of the Federative Republic of Brazil (“Anatel” and the “Anatel Approval”).

12. The Transaction Agreement required that Rakib pay \$7,500,000 to Quattro to acquire additional membership interests in Quattro within five business days of the Anatel Approval.

13. Specifically, the Transaction Agreement required Rakib to “subscribe and pay for 100,000,000 fully paid and non-assessable Series A Units” of Quattro at a price of US\$0.075 per Series A Unit within five business days “after the Anatel Approval is granted.”

14. Quattro was required, upon timely payment of \$7,500,000 by Rakib, to issue membership certificates reflecting the purchased Series A Units.

15. The Anatel Approval was granted on November 3, 2015.

16. Quattro was ready willing and able to perform its obligations.

17. Rakib failed to pay \$7,500,000 to Quattro.

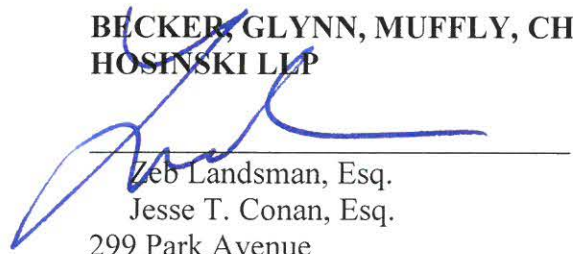
18. On November 19, 2015, Goodwin Proctor, as Counsel for Quattro, wrote to Rakib to notify him of his default under the Transaction Agreement.

WHEREFORE, Quattro demands judgment against Rakib as follows:

- A. Damages in an amount to be determined at trial, but in no event less than \$7,500,000, plus statutory interest of nine per cent per annum;
- B. Costs and disbursements, attorneys' fees, and such other and further equitable or monetary relief as this Court may deem just and proper.

Dated: March 24, 2017
New York, NY

**BECKER, GLYNN, MUFFLY, CHASSIN &
HOSINSKI LLP**



Zeb Landsman, Esq.
Jesse T. Conan, Esq.
299 Park Avenue
New York, New York 10171
Tel: (212) 888-3033

Attorneys for plaintiff