

PETITION TO THE TOWN COUNCIL:



To the Honorable Town Council of the Town of Bristol:
The undersigned hereby respectfully requests of your Honorable Body
to be granted a **BV INTOXICATING BEVERAGE LICENSE—**
TRANSFER OF LICENSE

Name of License Holder: Qhadi Corp.

DBA: Qhadi Kitchen
(NAME OF ESTABLISHMENT)

At: 34 GOODING AVE BRISTOL RI 02809
(ADDRESS OF ESTABLISHMENT)

Transfer to (new license holder): Qhadi Bar & Grill LLC

DBA: Qhadi Bar & Grill
(NAME OF ESTABLISHMENT)

Location: 34 GOODING AVE BRISTOL RI 02809

HOURS OF OPERATION: TUESDAY - THURSDAY 12-19
FRIDAY - SUNDAY 12-12

- Must attach sketch indicating the areas from which liquor will be served and consumed.
- Fee for License Transfer: \$100 ✓ plus advertising costs.
- Annual Fee for License Renewal: (\$1300 per year plus advertising costs.)

Seller Signature: [Signature]

Sellers Print Name: ALICIA V SALDANA

SIGNATURE: [Signature]
(SIGNATURE OF BUYER)

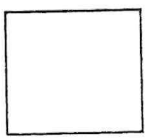
NAME: TOUFIC WAHID ASSI
(PLEASE PRINT NAME OF BUYER)

ADDRESS: 2809 HIGHLAND AVE
(ADDRESS OF BUYER)

TOWN: FALL RIVER MA - 02720

Please attend the Council Meeting on: _____
Petition must be returned by Wednesday at 4pm two weeks prior to Council Meeting.

TAX STAMP



TO BE USED BY FINANCE DEPARTMENT

*BY SIGNING THIS PETITION, I CONSENT TO EXAMINATION AND RELEASE OF RECORDS AND INFORMATION REGARDING MY BACKGROUND, INCLUDING POLICE RECORDS, EDUCATIONAL INFORMATION, RESIDENCE RECORDS, AND ANY COURT RECORDS.

STATE OF RHODE ISLAND

CITY/TOWN OF BRISTOL

BOARD OF LICENSE COMMISSIONERS
APPLICATION FOR LIQUOR LICENSE

RETAILER CLASS: A ___ BH ___ BM ___ BT ___ BV BVL ___ C ___ E ___ ED ___ J ___ T ___ 2:00 A.M. ___

Business Structure: Corporation Partnership LLC Individual

Qhali BAR & Grill LLC
Name of Applicant/Corporation

Qhali BAR & Grill

D/B/A
34 GOODING AVE BRISTOL RI
Address of Premise

401-253-1294
Phone Number of Business

Email Address

State - Incorporated: Rhode Island Date of Incorporation: Na

Name, Address, Telephone of all Officers/Members with percentage ownership:

<u>TOUFIC WALID ASSI</u>	<u>2809 HIGHLAND AVE</u>	<u>774-627-0042</u>	<u>100</u>
President/Member Name	Address	Phone	% Ownership
Vice President/Member Name	Address	Phone	% Ownership
Secretary/Member Name	Address	Phone	% Ownership
Treasurer/Member Name	Address	Phone	% Ownership

Name and Address of All Directors or Board Members, with percentage ownership:

<u>TOUFIC WALID ASSI</u>	<u>2809 HIGHLAND AVE</u>	<u>774-627-0042</u>	<u>100</u>
Name	Address	Phone	% Ownership
Name	Address	Phone	% Ownership
Name	Address	Phone	% Ownership

If application is on behalf of undisclosed principal or party, please give details:

Does Applicant Own Premises? Yes ___ No Is Property Mortgaged? Yes ___ No or Leased? Yes No ___

Give Name and Address of Mortgagee (Bank or Mortgage Holder) or Lessor (Landlord) and Amount of Extent

GOODING Realty 2500 6Yrs
Name Address Amount - Term

Have any Officers, Members or Stockholders ever been arrested or convicted of a crime? Yes No If yes, explain:
DUI

Is any other business to be carried on in Licensed Premises? Yes No If yes, explain:

Is Applicant or any of its Officers, Members or Stockholders interested directly or indirectly, as principle or associate, or in any manner whatsoever, in any retail license issued under Title 3 of the RI General Laws? If yes, explain:
NO

Is Applicant the owner or operator of any other business? If yes, explain:
Yes Smoke Shop (cedars smoke shop)

State amount of capital invested in the business? \$ 5000

Do you have now, or will you be installing, a draught system Yes No

I hereby certify that the above statements are true to the best of my knowledge and belief:

Kandi
Applicant Signature _____ Date _____

1. Every question on Application Form must be answered. Any false statement made by the Applicant will be sufficient grounds for the denial of the applica or the revocation of the license in case one has been granted.
2. Corporation having 25 or more stockholders need not file a list of the names and addresses of stockholders - (Question #8)
3. Attention is called to the requirements RIGL §3-5-10:
 - (A) All newly elected officers, members, or directors must be reported to the Board of License Commissioners within 30 days.
 - (B) Any acquisition by any person of more than ten per cent (10%) of any class of corporate stock must be reported within 30 days.
 - (C) Any transfer of fifty percent (50%) or more of any class of corporate stock can be made only by written application to the licensing board subject to the procedures for a transfer of a license.

APPLICATION FOR TRANSFER OF LICENSE ONLY

Transfer of Location Name Stock Current Retail Class Transfer of ownership

Alicia V SALDANA
Name of Transferor (applicant/old owner)

Ohali Corporation
d/b/a

34 GOODING AVE BRISTOL RI 02809
Address

The above hereby petitions the Licensing Board to transfer the said license to:

New Location (If any): _____

New Name (If any): Ohali Bar & Grill LLC

If change of stockholders, list old and new stockholders:

[Signature] 02/12/2026 [Signature] 2/12/26
Signature of Transferor (old owner) Date Signature of Transferee (New Owner) Date

WHISKEY / SCOTCH

JOHNNIE WALKER RED LABEL	\$8
JOHNNIE WALKER BLACK LABEL	\$10
JOHNNIE WALKER BLUE LABEL	\$25
JACK DANIEL'S	\$8
JAMESON	\$8
MAKER'S MARK	\$9
BULLEIT BOURBON	\$9
WOODFORD RESERVE	\$10



COGNAC

HENNESSY VS	\$14
D'USSE	\$15
DUCAV	\$13

TEQUILA

JOSE CUERVO	\$8
PATRÓN SILVER	\$12
DON JULIO BLANCO	\$13
CASAMIGOS BLANCO	\$13

VODKA

TITO'S	\$8
STOLICHNAYA	\$9
GREY GOOSE	\$11
CÎROC	\$11

COCKTAILS

LONG ISLAND ICED TEA	\$14
OLD FASHIONED	\$12
MARGARITA	\$12
ESPRESSO MARTINI	\$14
HENNESSY & RED BULL	\$18
CÎROC & RED BULL	\$17

Red Bull add-on +\$4

SANDWICHES

(All served with fries)

PHILLY CHEESESTEAK	\$15
GRILLED CHICKEN SANDWICH	\$14
PULLED PORK SANDWICH	\$15



KITCHEN

FROM THE GRILL

STEAK TIPS PLATE	\$22
12OZ NY STRIP STEAK	\$28

Add sautéed mushrooms or onions +\$2



BAR MENU - BEER

BUD LIGHT	\$5
MILLER LITE	\$5
COORS LIGHT	\$5
HEINEKEN	\$6
CORONA	\$6
MODELO	\$6
STELLA ARTOIS	\$6



WINE

HOUSE RED	\$8 / \$28 bottle
HOUSE WHITE	\$8 / \$28 bottle
PROSECCO	\$9



QHALI

KITCHEN

STARTERS

CLASSIC WINGS (8 or 12)	\$12-18
BONELESS WINGS	\$12
LOADED FRIES	\$11
MOZZARELLA STICKS	\$9
JALAPEÑO POPPERS	\$9
CHICKEN TENDERS & FRIES	\$13
NACHOS SUPREME (Add chicken +\$3 Add beef +\$4)	\$14



TACOS

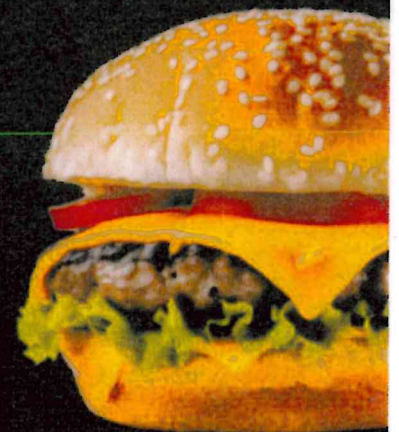
STREET TACOS (3) (Chicken or Beef)	\$13
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BURGERS

(All served with fries)

CEDARS CLASSIC BURGER	\$14
BACON CHEESEBURGER	\$16
BBQ BURGER	\$16
MUSHROOM SWISS BURGER Add extra patty +\$4	\$12-18



DINNER PLATES



(All served with fries & side salad unless noted)

GRILLED CHICKEN PLATE

\$20

Herb-marinated chicken breast, garlic butter

STEAK TIPS PLATE

\$24

Marinated steak tips, garlic butter

12OZ NY STRIP STEAK

\$32

Add sautéed mushrooms or onions +\$3

BBQ RIBS PLATE

\$26

Slow-cooked ribs, house BBQ glaze

FRIED CHICKEN PLATE

\$21

Crispy buttermilk fried chicken

GRILLED SALMON PLATE

\$25

Grilled salmon, lemon butter

GRILLED SALMON PLATE

\$25

Served with seasonal vegetables

UPGRADES

Garlic Parmesan Fries +\$3

Rice & Beans instead of Fries +\$3

Side Chimichurri +\$2









TOWN OF BRISTOL
PUBLIC HEARING
INTOXICATING BEVERAGE LICENSE
TRANSFER CLASS BV

Application for license to keep for sale and to sell intoxicating beverages, in accordance with Title 3 of the General Laws of 1956, and all amendments thereof, and additions thereto has been made at this office as follows:

**QHALI CORPORATION
ALICIA V. SALDANA
d/b/a QHALI KITCHEN
34 GOODING AVENUE, BRISTOL**

TO

**QHALI BAR & GRILL, LLC
TOUFIC WALID ASSI
d/b/a QHALI BAR & GRILL
34 GOODING AVENUE, BRISTOL**

The Town Council will be in session on Wednesday, April 1, 2026, beginning at 7:00 PM at which time and place all persons remonstrating the granting of the above license are entitled to and will be heard. Said remonstrance must be filed on or before the time of hearing and must be accompanied with a plat.

Individuals requesting interpreter services for the deaf or hard of hearing must notify the Town Clerk's Office at 253-7000, 72 hours in advance of the hearing date.

By Order of the Town Council

Melissa Cordeiro
COUNCIL CLERK

March 19th and 26th, 2026

LEGAL NOTICE

**TOWN OF BRISTOL
PUBLIC HEARING
INTOXICATING BEVERAGE LICENSE
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ALICIA V. SALDANA
d/b/a QHALI KITCHEN
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By Order of the Town Council

Melissa Cordeiro
COUNCIL CLERK

March 19th and 26th. 2026



Superior Court
Complaint/Petition

Plaintiff/Petitioner Madina N. Petashvili	Case Number
Defendant/Respondent Alicia V. Saldana and Qhali Corporation	


The Plaintiff/Petitioner makes the following allegations against the Defendant/Respondent and demands the following:

COMPLAINT:
Plaintiff Madina N. Petashvili brings this civil action against Defendants Alicia V. Saldana and Qhali Corporation and alleges as follows:
JURISDICTION AND VENUE:
This Court has subject matter jurisdiction because the amount in controversy exceeds the jurisdictional minimum of the Providence Superior Court. Venue is proper because the transactions and events giving rise to these claims occurred in Rhode Island and Defendants conduct business in this state.
FACTUAL ALLEGATIONS:
Between approximately October and November 2025, Plaintiff advanced funds totaling \$12,258.38 for the benefit of Defendants and Defendants' restaurant operations. These funds included direct wire transfers, credit card expenditures for renovation-related purchases and operational supplies, payments made directly to a contractor performing renovation work at Defendants' restaurant, payments made to Defendants' employee(s) for work performed for the restaurant at Defendants' request, grocery and food purchases for restaurant operations, and storage rental expenses incurred for property belonging to Defendants.
The funds were transferred directly to or for the benefit of Defendants and were accepted and used by Defendants. No executed ownership agreement, operating agreement, or finalized equity issuance was ever completed. Defendants acknowledged in written communications that the funds would be repaid and discussed execution of a repayment agreement and promissory note. Plaintiff reasonably relied on Defendants' repeated assurances of repayment and delayed legal enforcement in expectation of resolution. Despite written demand, Defendants have failed and refused to repay the funds. The funds were not a gift and were not an equity purchase, and were advanced with the understanding that they would be repaid.

(Check if a continuation page is needed.)

Verification of Complaint/Petition

I make this complaint/petition under oath and state that the facts and allegations contained herein are true to the best of my knowledge and belief.


Madina N. Petashvili
Name of the Plaintiff/Petitioner

Signature
Date: <u>26 FEBRUARY 2026</u>

State of Rhode Island

County of Bristol

On this 26 day of February, 2026, before me, the undersigned notary public, personally appeared Madina Naamanana Petashvili
 personally known to me or who proved to me through satisfactory evidence of identification, which was Florida DL,
to be the person who signed above in my presence, and who swore or affirmed to me that the contents of the document are truthful to the best of his or her knowledge.

Olivia J. Findlay
Notary Public
State of Rhode Island
MY COMMISSION EXPIRES 07-01-2026
Commission # 774161

Notary Public: 

My commission expires: 7/01/2026

Notary identification number: 774161



Superior Court
Complaint/Petition

Continuation page (*if needed*).

LABOR AND SERVICES:

In addition to advancing funds, Plaintiff provided substantial labor and services for Defendants' restaurant over a period of approximately four to six weeks. Defendants requested and knowingly accepted Plaintiff's services. Plaintiff's work included renovation assistance, painting, cleaning, construction support, bartending, serving, and operational management functions. Plaintiff performed approximately 120–150 hours of work. The reasonable value of such multi-functional restaurant and renovation labor in Rhode Island is no less than \$30 per hour, totaling at least \$3,000–\$4,200. Plaintiff provided these services in reasonable reliance on Defendants' representations that Plaintiff would receive compensation through profit participation and ownership interest. Plaintiff did not perform these services gratuitously and did not intend them as a gift. Defendants benefited from Plaintiff's labor by avoiding the need to hire and compensate third parties. Defendants have not compensated Plaintiff for these services.

COUNT I — BREACH OF IMPLIED CONTRACT

Plaintiff repeats and realleges the preceding paragraphs. Defendants accepted Plaintiff's funds with the understanding and agreement that the funds would be repaid. Plaintiff performed by advancing the funds. Defendants breached the agreement by failing to repay the amounts owed. Plaintiff has suffered damages as a direct result.

COUNT II — UNJUST ENRICHMENT / QUANTUM MERUIT

Plaintiff repeats and realleges the preceding paragraphs. Defendants received and retained the benefit of Plaintiff's funds and labor. It would be inequitable and unjust for Defendants to retain these benefits without repayment and compensation. Plaintiff is entitled to recover the reasonable value of the funds advanced and services rendered.

DAMAGES:

As a direct result of Defendants' conduct, Plaintiff has suffered damages including: 1) \$12,258.38 in funds advanced (inclusive of renovation-related expenditures, contractor and employee payments made on Defendants' behalf, grocery and operational purchases, and storage rental expenses incurred for Defendants' benefit); 2) \$3,600–\$4,500 in unpaid labor and services (to be proven at trial); 3) Pre-judgment and post-judgment interest pursuant to R.I. Gen. Laws § 9-21-10; 4) Costs of suit.

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in her favor and against Defendants Alicia V. Saldana and Qhali Corporation, jointly and severally, as follows:

- a. For damages exceeding \$16,500;
- b. For prejudgment and post-judgment interest pursuant to R.I. Gen. Laws § 9-21-10;
- c. For costs of this action, including filing and service fees;
- d. For such other and further relief as the Court deems just and proper.



STATE OF RHODE ISLAND JUDICIARY
SUPERIOR COURT
SUMMONS

	Civil Action File Number PC-2026-01001
Plaintiff Madina Petashvili v. Alicia Saldana et al. Defendant	Attorney for the Plaintiff or the Plaintiff Madina N Petashvili
	Address of the Plaintiff's Attorney or the Plaintiff 15 Nobert St Unit 1 Warren RI 02885
Licht Judicial Complex Providence/Bristol County 250 Benefit Street Providence RI 02903 (401) 222-3250	Address of the Defendant 34 Gooding Avenue Bristol RI 02809

TO THE DEFENDANT, Qhali Corporation:

The above-named Plaintiff has brought an action against you in said Superior Court in the county indicated above. You are hereby summoned and required to serve upon the Plaintiff's attorney, whose address is listed above, an answer to the complaint which is herewith served upon you within twenty (20) days after service of this Summons upon you, exclusive of the day of service.

If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. Your answer must also be filed with the court.

As provided in Rule 13(a) of the Superior Court Rules of Civil Procedure, unless the relief demanded in the complaint is for damage arising out of your ownership, maintenance, operation, or control of a motor vehicle, or unless otherwise provided in Rule 13(a), your answer must state as a counterclaim any related claim which you may have against the Plaintiff, or you will thereafter be barred from making such claim in any other action.

This Summons was generated on 2/27/2026.	/s/ Stephen Burke Clerk
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Witness the seal/watermark of the Superior Court



STATE OF RHODE ISLAND JUDICIARY
SUPERIOR COURT

Plaintiff

Madina Petashvili

v.

Alicia Saldana et al.

Defendant

Civil Action File Number

PC-2026-01001

PROOF OF SERVICE

I hereby certify that on the date below I served a copy of this Summons, complaint, Language Assistance Notice, and all other required documents received herewith upon the Defendant, Alicia V Saldana, by delivering or leaving said papers in the following manner:

- With the Defendant personally.
- At the Defendant's dwelling house or usual place of abode with a person of suitable age and discretion then residing therein.
Name of person of suitable age and discretion _____
Address of dwelling house or usual place of abode _____
Age _____
Relationship to the Defendant _____
- With an agent authorized by appointment or by law to receive service of process.
Name of authorized agent _____
If the agent is one designated by statute to receive service, further notice as required by statute was given as noted below.

- With a guardian or conservator of the Defendant.
Name of person and designation _____
- By delivering said papers to the attorney general or an assistant attorney general if serving the state.
- Upon a public corporation, body, or authority by delivering said papers to any officer, director, or manager.
Name of person and designation _____



STATE OF RHODE ISLAND JUDICIARY
SUPERIOR COURT

Upon a private corporation, domestic or foreign:

By delivering said papers to an officer or a managing or general agent.

Name of person and designation ALICIA SALDANA

By leaving said papers at the office of the corporation with a person employed therein.

Name of person and designation PRESIDENT

By delivering said papers to an agent authorized by appointment or by law to receive service of process.

Name of authorized agent _____

If the agent is one designated by statute to receive service, further notice as required by statute was given as noted below.

I was unable to make service after the following reasonable attempts: _____

SERVICE DATE: 03 / 11 / 26
Month Day Year

SERVICE FEE \$ 70.00

Signature of SHERIFF or DEPUTY SHERIFF or CONSTABLE

Peter J. King Jr.

SIGNATURE OF PERSON OTHER THAN A SHERIFF or DEPUTY SHERIFF or CONSTABLE MUST BE NOTARIZED.

Signature

Peter J. King Jr.
RI State Constable #1503
(401) 442-4734

State of _____

County of _____

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____ personally known to the notary or proved to the notary through satisfactory evidence of identification, which was _____, to be the person who signed above in my presence, and who swore or affirmed to the notary that the contents of the document are truthful to the best of his or her knowledge.

Notary Public: _____

My commission expires: _____

Notary identification number: _____





STATE OF RHODE ISLAND JUDICIARY
SUPERIOR COURT
SUMMONS

	Civil Action File Number PC-2026-01001
Plaintiff Madina Petashvili v. Alicia Saldana et al. Defendant	Attorney for the Plaintiff or the Plaintiff Madina N Petashvili Address of the Plaintiff's Attorney or the Plaintiff 15 Nobert St Unit 1 Warren RI 02885
Licht Judicial Complex Providence/Bristol County 250 Benefit Street Providence RI 02903 (401) 222-3250	Address of the Defendant 30 Parkside Place #310 Malden MA 02148

TO THE DEFENDANT, Alicia V Saldana:

The above-named Plaintiff has brought an action against you in said Superior Court in the county indicated above. You are hereby summoned and required to serve upon the Plaintiff's attorney, whose address is listed above, an answer to the complaint which is herewith served upon you within twenty (20) days after service of this Summons upon you, exclusive of the day of service.

If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. Your answer must also be filed with the court.

As provided in Rule 13(a) of the Superior Court Rules of Civil Procedure, unless the relief demanded in the complaint is for damage arising out of your ownership, maintenance, operation, or control of a motor vehicle, or unless otherwise provided in Rule 13(a), your answer must state as a counterclaim any related claim which you may have against the Plaintiff, or you will thereafter be barred from making such claim in any other action.

This Summons was generated on 2/27/2026.	/s/ Stephen Burke Clerk
--	----------------------------

Witness the seal/watermark of the Superior Court



STATE OF RHODE ISLAND JUDICIARY

SUPERIOR COURT

Plaintiff Madina Petashvili v. Alicia Saldana et al. Defendant	Civil Action File Number PC-2026-01001
--	--

PROOF OF SERVICE

I hereby certify that on the date below I served a copy of this Summons, complaint, Language Assistance Notice, and all other required documents received herewith upon the Defendant, Qhali Corporation, by delivering or leaving said papers in the following manner:

- With the Defendant personally.
- At the Defendant's dwelling house or usual place of abode with a person of suitable age and discretion then residing therein.
Name of person of suitable age and discretion _____
Address of dwelling house or usual place of abode _____
Age _____
Relationship to the Defendant _____
- With an agent authorized by appointment or by law to receive service of process.
Name of authorized agent _____
If the agent is one designated by statute to receive service, further notice as required by statute was given as noted below.

- With a guardian or conservator of the Defendant.
Name of person and designation _____
- By delivering said papers to the attorney general or an assistant attorney general if serving the state.
- Upon a public corporation, body, or authority by delivering said papers to any officer, director, or manager.
Name of person and designation _____



STATE OF RHODE ISLAND JUDICIARY
SUPERIOR COURT

Upon a private corporation, domestic or foreign:

[] By delivering said papers to an officer or a managing or general agent.

Name of person and designation _____

[] By leaving said papers at the office of the corporation with a person employed therein.

Name of person and designation _____

[] By delivering said papers to an agent authorized by appointment or by law to receive service of process.

Name of authorized agent _____

If the agent is one designated by statute to receive service, further notice as required by statute was given as noted below.

[] I was unable to make service after the following reasonable attempts: _____

SERVICE DATE: 03 / 11 / 26
Month Day Year

SERVICE FEE \$ 70.00

Signature of SHERIFF or DEPUTY SHERIFF or CONSTABLE

[Handwritten signature]

SIGNATURE OF PERSON OTHER THAN A SHERIFF or DEPUTY SHERIFF or CONSTABLE MUST BE NOTARIZED.

Signature

Peter J. King Jr.
RI State Constable #1503
(401) 442-4734

State of _____

County of _____

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____ [] personally known to the notary or [] proved to the notary through satisfactory evidence of identification, which was _____, to be the person who signed above in my presence, and who swore or affirmed to the notary that the contents of the document are truthful to the best of his or her knowledge.

Notary Public: _____

My commission expires: _____

Notary identification number: _____



STATE OF RHODE ISLAND
PROVIDENCE, SC

SUPERIOR COURT

MADINA PETASHVILLI

v.

C.A. No: PC-2026-01001

ALICIA SALDANA, et. al.

DEFENDANT ALICIA SALDANA'S,
ANSWER TO PLAINTIFF'S COMPLAINT

1. Defendant, Alicia Saldana, admits that this Court has jurisdiction over this matter.
2. Defendant, Alicia Saldana, admits that between approximately October and November of 2025, Plaintiff contributed funds totaling \$12,258.38 to Defendants' restaurant operations.
3. Defendant, Alicia Saldana, admits the funds were transferred directly to or for the benefit of Defendants.
4. Defendant, Alicia Saldana, admits that said funds were accepted and used by Defendants.
5. Defendant, Alicia Saldana, admits that no executed ownership agreement, operating agreement, or finalized equity issuance was ever completed.
6. Defendant, Alicia Saldana, admits that she agreed, in written communications, to repay some, but not all, of said funds.
7. Defendant, Alicia Saldana, admits that she and Plaintiff discussed execution of a repayment agreement and promissory note.
8. Defendant, Alicia Saldana, admits the funds were not a gift.
9. Defendant, Alicia Saldana denies the funds were not an equity purchase.
10. Defendant, Alicia Saldana, denies the funds were advanced with the understanding that they would be repaid.

11. Defendant, Alicia Saldana, admits that Plaintiff provided labor and services for Defendants' restaurant over a period of approximately four to six weeks.
12. Defendant, Alicia Saldana, admits that she requested some of said services but denies that she requested and knowingly accepted the totality of said services.
13. Defendant, Alicia Saldana, is without sufficient knowledge or information as to the value of services performed by Plaintiff.
14. Defendant, Alicia Saldana, admits representing to Plaintiff that she would receive compensation through profit participation and ownership interest.
15. Defendant, Alicia Saldana, admits Plaintiff did not perform said services gratuitously or as a gift.
16. Defendant, Alicia Saldana, denies benefitting from Plaintiff's services by avoiding the need to hire and compensate third parties.
17. Defendant, Alicia Saldana, denies the allegations set forth in Count I.
18. Defendant, Alicia Saldana, denies the allegations set forth in Count II.
19. Defendant, Alicia Saldana, denies the allegations set forth in Count III, Damages.

AFFIRMATIVE DEFENSES

1. Plaintiff, Madina Petashvilli, clearly and repeatedly expressed in written communications her intent to invest and acquire an ownership interest in Defendants' restaurant operations, thus nullifying her claims of an implied contract for a loan.
2. Plaintiff, Madina Petashvilli, has failed to establish the elements of a loan agreement whereby she advanced Defendant funds with the understanding that she would be repaid pursuant to certain terms and conditions.
3. Plaintiff, Madina Petashvilli, acknowledges in her Complaint that she expected to receive compensation through profit participation and ownership interest, rather than a loan repayment.

COUNTERCLAIMS

1. Plaintiff, Madina Petashvilli, has engaged in tortious interference with Defendant's business operations insofar as she has directly petitioned the Bristol Town Council to reject Defendant's application to transfer the liquor license of Qhali Bar and Grill; the Council has thus far refused to allow said transfer.
2. Plaintiff, Madina Petashvilli, has engaged in tortious interference with Defendant's business operations insofar as she has directly contacted clients for whom she works as a private chef and informed them of her Superior Court Complaint alleging breach of contract and unjust enrichment; one of said clients has terminated his business relationship with Defendant.
3. As a result of Plaintiff's tortious interference, Defendant has been unable to execute a purchase and sales agreement to sell Qhali Bar and Grill for the sum of \$57,000.
4. As a result of Plaintiff's tortious interference, Defendant has lost business with a private client valued at \$30,000.

WHEREFORE, the Defendant, Alicia Saldana, respectfully requests that (a) Plaintiff's Complaint be dismissed with prejudice; (b) judgment enter in favor of the Defendant and against Plaintiff with respect to the Plaintiff's Complaint; (c) Defendant be awarded the sum of \$87,000 as compensation for lost business opportunities; (d) Defendant be awarded costs to the extent permitted by law; and (e) Defendant, be granted such other relief as this Court deems meet and just.

DEFENDANT, Alicia Saldana
By her attorney,

/s/ Christopher M. Cobleigh
CHRISTOPHER M. COBLEIGH, ESQ. #7346
51 JEFFERSON BOULEVARD
WARWICK, RI 02888
(401) 368-3551
ccobleigh2002@yahoo.com

Case Number: PC-2026-01001
Filed in Providence/Bristol County Superior Court
Submitted: 3/30/2026 4:21 PM
Envelope: 5590211
Reviewer: J'Lyn D.

CERTIFICATION

I hereby certify that on the 31st day of March, 2026, I filed and served this document through the electronic filing system on the following parties:

Madina Petashvilli

The document electronically filed and served is available for viewing and/or downloading from the Rhode Island Judiciary's Electronic Filing System.

/s/ Christopher M. Cobleigh

STATE OF RHODE ISLAND
PROVIDENCE/BRISTOL COUNTY, SC

SUPERIOR COURT

MADINA N. PETASHVILI,
v.
ALICIA V. SALDANA et. al.

C.A. No.: PC-2026-01001

**PLAINTIFF'S REPLY/ANSWER TO DEFENDANT ALICIA V. SALDANA'S
COUNTERCLAIM AND RESPONSE/OBJECTION TO AFFIRMATIVE DEFENSES**

Plaintiff Madina N. Petashvili ("Plaintiff"), pro se, hereby replies to the Counterclaim asserted by Defendant Alicia V. Saldana ("Counterclaimant"). Plaintiff further responds/objects to the Affirmative Defenses to the extent a response is deemed required. Plaintiff expressly reserves all rights and defenses, including any objection relating to service and notice of filings. Except as expressly admitted herein, Plaintiff denies each and every allegation in the Counterclaim.

Preliminary Statement (for clarity): The Answer/Counterclaim is signed and asserted by Alicia V. Saldana only. It does not state that it is filed on behalf of Qhali Corporation, and Plaintiff denies any implication that Qhali has answered or asserted counterclaims through counsel absent a separate appearance and pleading filed on behalf of Qhali Corporation.

I. REPLIES TO COUNTERCLAIM ALLEGATIONS

1. Plaintiff admits she submitted a creditor objection (and related supporting materials) to the Town of Bristol in connection with the liquor license transfer request/proceeding. Plaintiff denies any wrongdoing or "improper means," denies making any false statement of material fact, and denies causation, as any action taken by the Town was the result of independent governmental discretion and advice of the Town Solicitor.
2. Plaintiff denies contacting any client for whom Counterclaimant allegedly worked as a private chef, denies knowing the identity of any such alleged client, denies making any statement to any such person, and denies causing any termination or loss of business. Plaintiff admits only general awareness that Counterclaimant performed private-chef work, but lacked knowledge of any specific client, contract, or business expectancy and therefore denies any intentional interference.
3. Plaintiff is without sufficient knowledge or information to form a belief as to the truth of the allegation that Counterclaimant had a valid, enforceable purchase-and-sale agreement to sell any business for \$57,000, and therefore denies the allegation. Plaintiff further denies knowledge of any such agreement and denies that any act or omission by Plaintiff caused any such agreement (if any existed) to fail. Plaintiff's knowledge was limited to the publicly noticed liquor license transfer request/proceeding, and Plaintiff lacked knowledge of any alleged business sale transaction, purchase price, or purchase-and-sale agreement.
4. Plaintiff is without sufficient knowledge or information to form a belief as to the truth of the allegation that Counterclaimant had a private client valued at \$30,000, and therefore denies the allegation. Plaintiff denies knowledge of any such relationship and denies causing any such loss.

Plaintiff demands strict proof of: (i) the identity of any alleged private-chef client; (ii) the existence, terms, and dates of any alleged client contract/relationship and any alleged purchase-and-sale agreement, including the basis for the claimed values; (iii) any alleged communication by Plaintiff to any third party (including date, time, medium, and content); (iv) Counterclaimant's alleged damages and the basis for any calculation; and (v) causation linking any alleged damages to Plaintiff rather than independent decisions of third parties (including municipal discretion and any client's independent choice).

II. AFFIRMATIVE DEFENSES TO COUNTERCLAIM (PLAINTIFF'S DEFENSES)

Without assuming any burden not required by law, and expressly reserving all rights and defenses, Plaintiff asserts:

A. Failure to State a Claim (Rule 12(b)(6) preserved): The Counterclaim is conclusory and fails to plead facts sufficient to establish tortious interference, including: (i) a specific contract or identifiable business expectancy; (ii) Plaintiff's knowledge of that contract/expectancy; (iii) intentional interference by improper means; (iv) proximate causation; and (v) non-speculative damages.

B. Privilege / Lawful Petitioning / Protected Activity: Plaintiff's communications with the Town of Bristol and participation in municipal proceedings as a creditor/objector constitute lawful petitioning activity and are privileged/protected. Such conduct cannot constitute "improper means" absent plausible allegations (and ultimately proof) of sham petitioning, knowing falsity, or other unlawful conduct—none of which are alleged.

C. No Improper Means / No Wrongful Conduct Alleged: The Counterclaim does not allege facts showing any wrongful act by Plaintiff—no misrepresentation of material fact, coercion, threats, intimidation, unlawful conduct, or other improper means. A creditor objection and participation in a public process, standing alone, are not improper interference.

D. Lack of Knowledge and Intent (Private Client Allegations / Alleged Sale): Plaintiff lacked knowledge of the identity of any alleged "private chef client," any alleged contract/terms, and any alleged purchase-and-sale agreement or business sale for \$57,000. Absent such knowledge, Plaintiff could not have intentionally interfered with any such contract or expectancy. Plaintiff admits only general awareness that Counterclaimant performed private-chef work for unnamed individuals, which does not establish knowledge of any specific client, contract, expectancy, or alleged sale transaction. Plaintiff denies contacting any alleged private-chef client, and Counterclaimant must prove the alleged contact, intent, improper interference, causation, and damages with competent evidence.

E. Lack of Causation / Independent Third-Party Decision-making / Superseding Cause: Any municipal action regarding a liquor license transfer constitutes independent governmental decision-making through a discretionary process and legal review, including advice of the Town Solicitor. Such independent action—and any independent third-party decisions—break proximate causation and constitute superseding causes not attributable to Plaintiff.

F. Speculative Damages / No Special Damages Pled with Sufficient Particularity: Counterclaimant's claimed damages are speculative and not pled with sufficient particularity. The Counterclaim alleges lump-sum damages (\$57,000 and \$30,000) without pleading the required underlying facts, including the identity of the alleged private chef client, any alleged

contract terms, dates, documentation, or a factual basis for valuation and causation. The claimed damages are speculative and not recoverable as pled.

G. Truth / Substantial Truth (to the extent applicable): To the extent the Counterclaim is premised on Plaintiff's truthful statements about the existence of Plaintiff's filed civil action and/or creditor objection, truth and/or substantial truth is a complete defense and bars liability.

H. Unclean Hands / Offset / Recoupment: To the extent equitable principles apply, Counterclaimant's claims are barred or reduced by unclean hands and/or offset/recoupment arising from Counterclaimant's unresolved indebtedness and conduct relating to the same transaction and occurrence.

I. Standing / Real Party in Interest (to the extent applicable): To the extent alleged damages belong to a separate legal entity (including any LLC/corporation), Counterclaimant lacks standing to recover damages that are not personal to her and that properly belong, if at all, to the entity.

J. Reservation Regarding Qhali Corporation (Non-Appearance / No Counterclaim Asserted): Plaintiff asserts the Counterclaim is pled and signed on behalf of Defendant Alicia V. Saldana only. Plaintiff reserves all rights to contend that Qhali Corporation has not appeared, answered, or asserted any counterclaim absent a proper appearance and pleading, and Plaintiff reserves the right to seek appropriate relief as to Qhali Corporation.

III. RESPONSE/OBJECTION TO AFFIRMATIVE DEFENSES IN ANSWER

(to the extent required)

Defense 1 ("Plaintiff intended to invest / acquire ownership; nullifies implied contract for a loan"): Denied. Discussions regarding potential equity or ownership do not bar Plaintiff's claims where (a) no executed operating agreement, ownership agreement, or equity issuance was ever completed, and (b) Defendant made written repayment assurances and engaged in repayment/promissory-note discussions. Plaintiff pleads in the alternative and is entitled to pursue repayment and restitutionary relief regardless of whether Defendants attempt to characterize early discussions as "investment." Defendants admit no equity was issued and no ownership interest was conferred; Plaintiff therefore denies that any completed equity purchase occurred and pleads repayment and restitution in the alternative.

Defense 2 ("Plaintiff failed to establish the elements of a loan agreement with terms/conditions"): Denied. Plaintiff's Complaint asserts breach of implied contract and unjust enrichment/quantum meruit, neither of which requires a formal written loan document or an interest rate. Defendant admits Plaintiff advanced \$12,258.38 for Defendants' benefit and admits written repayment commitments and discussions of a promissory note. Plaintiff denies any contention that Defendants' repayment obligation was limited to "some portion" of the \$12,258.38 and demands strict proof of any alleged limitation, allocation, offset, or partial-repayment agreement. These facts support an enforceable repayment obligation and/or restitution.

Defense 3 ("Plaintiff acknowledged she expected profit participation/ownership rather than repayment"): Denied and mischaracterized. Plaintiff alleges Defendants referenced profit participation/ownership during discussions, but no agreement was executed and Plaintiff received no ownership interest. Plaintiff further alleges the funds were not a gift and were

advanced with the understanding they would be repaid, including through Defendant's written repayment assurances. Plaintiff pleads alternative theories of recovery that are consistent: if no ownership interest was formed or conferred, Defendants cannot retain Plaintiff's funds and labor without repayment and/or compensation. Defendant admits Plaintiff provided labor and admits it was not gratuitous; Plaintiff denies Defendant's denial of benefit/acceptance and demands strict proof of any claim that Defendants did not receive and retain the benefit of Plaintiff's services.

To the extent Defendants contend Plaintiff's contributions were "equity," Plaintiff denies that any equity purchase occurred because there was no executed equity documentation, no issuance, and no ownership conferred.

WHEREFORE

Plaintiff requests that judgment enter in Plaintiff's favor on the Counterclaim, that the Counterclaim be dismissed, that Plaintiff be awarded costs as permitted by law, and for such other relief as the Court deems just and proper.

Respectfully submitted,

/s/ Madina N. Petashvili

Madina N. Petashvili (Pro Se)

15 Nobert Street #1

Warren, RI 02885

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CERTIFICATE OF SERVICE

I hereby certify that on this 16th day of April, 2026, a true and correct copy of the foregoing Plaintiff's Reply/Answer to Defendant Alicia V. Saldana's Counterclaim and Response/Objection to Affirmative Defenses was served through the Rhode Island Odyssey File & Serve system and by electronic mail upon:

Christopher M. Cobleigh, Esq.
51 Jefferson Boulevard
Warwick, RI 02888
Email: ccobleigh2002@yahoo.com
Email: ccobleigh@gmail.com

Counsel for Defendant Alicia V. Saldana

To the extent any counsel has entered an appearance on behalf of Qhali Corporation, service was also effected through the Rhode Island Odyssey File & Serve system and/or upon such counsel. Plaintiff reserves all rights regarding the appearance status of Qhali Corporation.

/s/ Madina N. Petashvili

Madina N. Petashvili (Pro Se)

Madina N. Petashvili

04/16/2026



Madina Petashvili <madina.petashvili@gmail.com>

Meeting and Receipts

10 messages

Madina Petashvili

Thu, Dec 4, 2025 at 10:27 PM

To: chell...

Vanessa,

I forgot I have a chiropractor appointment at 5:45–6:00pm on Monday. I can meet you from 6:15–6:45pm on Monday.

Regarding the receipts, I will gather what I have. Please understand that almost all of the purchases were made over a month ago, the Amazon return window has closed, and the majority of items were used, opened, installed, or consumed at the restaurant. Because of that, they are non-returnable.

At this point, the only items that may still be returnable — and only if they are in original condition and packaging — are the karaoke sound bar/subwoofer and the cord-hider kit. The extension cord cannot be returned because it was installed and is scratched.

I also want to clarify why your initial agreement was not signed:

The document you provided did not reflect what we discussed. Also, the roles and responsibilities were not laid out correctly. In addition, it was not a proper operating agreement, which is legally required when there is more than one owner. I did not refuse to sign an agreement — I refused to sign a document that was incorrect.

The second draft also was not a valid operating agreement either and did not provide any protections for my investment or clarity regarding priority of repayment. The repayment structure you later added for you and your separated husband was never part of our initial business partnership discussions, which is another reason the document could not be signed.

To be very clear:

I am not going to engage in a return process or base the repayment amount on what may or may not be returnable now. You borrowed \$12,250, and repayment was always part of the understanding. The promissory note simply formalizes what has already occurred. The repayment obligation exists regardless of whether the note has been finalized yet.

The repayment amount is based on the total contribution, not vendor return policies weeks or months later.

As for the Home Depot items: the paint and supplies purchased during the week of your surgery were already reimbursed to me. If there are any unused, unopened items in original condition, please place them in a bag and I will return those myself. Paint is not returnable.

I also need my personal items returned:

- my extension cord
- my laser
- my TV wall mount and the screws
- my TV

Please have these set aside.

Please understand that the purpose of Monday's meeting is to review your draft, finalize, and sign the promissory note — not to debate receipt purchases. I will send you the receipts by end of day so you can review them before the meeting. There is nothing to negotiate regarding the receipts; they simply reflect what was purchased for the business at that time with the authority I had from you as your business partner and based on our discussions of the items.

I will review your lawyer's draft once you send it and will go over everything with my lawyer before we meet.

Best regards,
Madina Petashvili

Madina Petashvili <madina.petashvili@gmail.com>

Fri, Dec 5, 2025 at 7:04 AM

Before we finalize the promissory note, I want to clarify one point because there seems to be some confusion.

I cannot exclude you personally from the repayment terms. All of the agreements, conversations, approvals, and requests for the funds were made directly between you and me, not with any other owner. You were the one who asked for the money, discussed the terms with me, and directed how the funds were used. Because of that, the repayment responsibility is tied to you as well as the business.

Your separated husband was never part of these conversations and never agreed to any financial arrangement with me, so I cannot list him or the business alone without your name attached. That would not reflect what actually happened.

Including you personally simply documents the reality of how this arrangement was handled from the start. It keeps everything accurate and avoids confusion later.

I will send the receipts I have by the end of the day, but I'm not going to debate the past. Every purchase was made based on what you told me the business needed at the time, and nothing was hidden. Most items were bought over a month ago and have already been used or installed, so returns are not possible. That does not change the repayment amount, which is \$12,250 — the amount I contributed.

And just to be clear, less than a week ago you told me, "If you want to help me, then just do the thing and let me know over the phone." So the story changing now is confusing and unexpected.

I put in a lot of time and effort to support you when you needed help, and I have been trying to resolve this respectfully and clearly. At this point, we just need to finalize the repayment agreement and move forward.

I will review your lawyer's draft once you send it and discuss it with my lawyer before Monday.

Vr,
Madina Petashvili
[Quoted text hidden]

Madina Petashvili


Fri, Dec 5, 2025 at 2:15 PM


Vanessa,

Here is the compressed folder with all of the receipts I had. Some are missing b/c I either gave them to you directly or Rafa accidentally threw it out when unboxing groceries. Those are only a few. Everything wouldn't fit in the e-mail if I didn't compress it. I don't have the original document with the math you did with me next to you when you added everything up to 12k the day I did the 2nd wire transfer. I did my best to recount everything so it's fair to you.

Vr,
Madina Petashvili
[Quoted text hidden]

2 attachments

 **Summary of Expenses for Qhali Investment.xlsx**
12K

 **Business Order Receipts for Qhali Restaurant.zip**
13008K

Alicia Saldana <qh...@corporation.com>
To: M

Fri, Dec 5, 2025 at 2:55 PM

Ty I will send everything to Mrs Nava and I hope she can have it morning early and I will be get my best to see if we can pay on Monday

Ty have a great weekend

We will be drop tv and stand and laser today
Thanks again

[Quoted text hidden]

Madina Petashvili
To: Alicia Sal

Fri, Dec 5, 2025 at 3:40 PM

My extension cord too and tv wall mount please 🙏

Thanks!

[Quoted text hidden]

Alicia Sal
To: Madina Pe

Fri, Dec 5, 2025 at 5:09 PM

Yes where is the extension cord

[Quoted text hidden]

Madina Petashvili
To: Alicia Saldana

Fri, Dec 5, 2025 at 7:04 PM

It was in the back room. On one of your green table seats to the left of the entrance last I saw.

[Quoted text hidden]

Madina Petashvili
To: Alicia Saldana

Sat, Dec 6, 2025 at 11:20 AM

Totally forgot to mention my screw driver set too please!

[Quoted text hidden]

Madina Petashvili <m...>
To: Alicia Saldana <...>
Cc: Vane Sal

Mon, Dec 22, 2025 at 6:38 AM

Hey Vanessa — quick update.

While going through my finances this morning, I realized I had missed a \$225 Cash App payment to Brandon Lake that was for restaurant expenses. That's why my earlier numbers weren't fully adding up.

Since we haven't signed anything yet, I want to be upfront and correct it now. The total amount should be \$12,258.38, not \$12,033.38. I can send proof if you want. I have the screenshot from the payment you had asked me to make him on cashapp.

Just flagging this for accuracy before we finalize anything. Let me know if you want me to update the note or if you'd rather review it with your lawyer first.

Otherwise, I am standing by for a response today with your lawyers review/comments of the most updated promissory note version. Thanks!

Vr,
Madina P.

[Quoted text hidden]

Alicia Salda <...>
To: M...
Cc: ...

Mon, Dec 22, 2025 at 10:48 AM

Medina I will review later o

Please

[Quoted text hidden]



Madina Petashvili <madina.petashvili@gmail.com>

Qhali repayment agreement

20 messages

Vane Saldar

Thu, Dec 18, 2025 at 11:38 AM

Sent from my iPhone

FINAL Qhali LLC Repayment Agreement.pdf
124K

Madina Petashvi

Thu, Dec 18, 2025 at 2:32 PM

To
C

Vanessa,

I cannot accept or execute your version of the agreement, as it does not accurately reflect the facts or the nature of the funds advanced.

The funds I provided constitute a loan, and were also referred to by you, in your own words, as an investment in your business. You initially asked me to become both an investor and a business partner. Regardless of whether we ultimately proceeded under a formal partnership or investment structure, repayment of the funds was expressly agreed upon from the outset.

In addition, you offered 12% equity and 12% net quarterly profits in the restaurant as consideration for my financial contribution and involvement. Repayment of the principal, together with an agreed return, was never discretionary or voluntary.

Your revised draft attempts to recharacterize the nature of the funds in a manner that is inconsistent with our discussions and prior representations, and it removes standard provisions necessary to ensure enforceability and accountability. I cannot agree to language that materially alters the nature of the obligation or limits my legal rights as a lender and investor.

I remain willing to proceed only with a standard, enforceable promissory note that accurately reflects the investment, loan, the repayment obligation, and mutually agreed-upon fair terms. Absent that, I cannot move forward on the basis of the document you provided.

Vr,
Madina P.

On Thu, Dec 18, 2025, 13:38 Vane Saldana <vasalcarde@gmail.com> wrote:

Sent from my iPhone

Madina Petashvi

Thu, Dec 18, 2025 at 10:09 PM

Vanessa,

I've sent you the promissory note through Rocket Lawyer for signature to Qhalicorporation@gmail.com.

I want to be clear and straightforward: if you sign the agreement by end of day 4pm tomorrow, and we proceed according to the terms, I have no intention of involving lawyers or escalating this further. My goal is simply to formalize repayment and close this out.

If the agreement is not signed, or if I don't receive a clear response by then, I will have no choice but to move forward through counsel to recover the amount owed. That is not my preference, but I need this resolved.

Vr,
Madina P.
[Quoted text hidden]

Alicia Saldana

Fri, Dec 19, 2025 at 4:25 AM

Madina we want to return the Money but you don't want to take it we can't not sign something you think is fear for you, I respond 3 times already we can not return the money everything now and we can do payments arrangements but we wont pay any interest on the amount if you want to proceed with a mediator is up to you, Qhali will send you certified Bank Checks and do a repayment.

You could call me and find a solution but you just prefer do it the way ok I never said Qhali wont return the money but I wont sign something my lawyer suggests is not a good idea.

We will be proceed to get the bank check and send you monthly and you think you want to proceed further do it.

I try many times to explain to you.

Thank you
Have a great day
[Quoted text hidden]

Madina Petashvili

Fri, Dec 19, 2025 at 7:01 AM

To: Alicia Saldana
Cc: Vanessa

Vanessa,

I acknowledge that you are stating an intention to repay the money. However, I cannot accept informal or unilateral payments without a signed, enforceable agreement that clearly defines repayment terms, deadlines, and remedies in the event of nonpayment.

This is not about fear or refusal to accept repayment. It is about ensuring clarity, accountability, and closure for both sides. A promissory note with standard provisions protects you as much as it protects me by documenting payments made and resolving the matter conclusively once paid in full.

I am willing to adjust the financial terms — including payment amounts, timing, and rates — to reflect what you can reasonably commit to. What I cannot agree to is removing all standard provisions that address default, enforceability, and accountability, or proceeding without a signed agreement altogether. An arrangement without defined deadlines or remedies would leave the risk entirely on my side. That structure is inconsistent with the assurances you have given regarding repayment, and I cannot accept it.

For clarity going forward, all communication regarding this matter must remain in writing. On multiple occasions, verbal statements have later been changed or reframed in written communications, making it necessary to rely solely on written correspondence to avoid further misunderstandings and to maintain an accurate record.

I have already provided multiple standard promissory note drafts to facilitate this. I have already signed it. It is waiting for your signature at this point.

Please confirm by 4:00 PM on December 19, 2025 whether you are willing to proceed on that basis. Absent confirmation, I will move forward through formal legal channels to resolve the matter.

Vr,
Madina P.
[Quoted text hidden]

Alicia Salda

Fri, Dec 19, 2025 at 8:24 AM

CC:

I do want to get into agreement if is possible I want to meet with you and put everything on writing so we can agree and after that we can put in paper and sign together

I do want to repay you and if you send a paperwork I have to resend to my lawyer and she take some time.
[Quoted text hidden]

Alicia Salda

Fri, Dec 19, 2025 at 8:47 AM

Madina change the day to 10 every month
Put clear only 6 payments
I m okay with the five days
No late fees and send me back the paperwork bf 1 pm so I can meet the lawyer at 1.30 and if everything is okay we will be have an agreement

Thank you
[Quoted text hidden]

Madina P

Fri, Dec 19, 2025 at 9:08 AM

Vanessa,

Just to clarify so we are aligned:

1. You are requesting the payment due date to be the 10th of each month, correct?
2. When you say 6 payments, do you mean six monthly payments (once per month), or six bi-monthly payments?

Regarding late fees: I cannot agree to removing them entirely, as they are a standard provision to ensure timely payment. However, I am willing to reduce the late fee amount and keep the existing grace period, so the terms remain fair and reasonable.

Once I have confirmation on the payment frequency and due date, I can revise the document promptly and send it back to you.

Vr,
Madina P.

[Quoted text hidden]

Madina Petashvili <madina.petashvili@...>

Fri, Dec 19, 2025 at 9:08 AM

To: Alic
Cc:

Vanessa,

Just to clarify so we are aligned:

1/26/26, 11:27 AM

Gmail - Qhali repayment agreement

1. You are requesting the payment due date to be the 10th of each month, correct?
2. When you say 6 payments, do you mean six monthly payments (once per month), or six bi-monthly payments?

Regarding late fees: I cannot agree to removing them entirely, as they are a standard provision to ensure timely payment. However, I am willing to reduce the late fee amount and keep the existing grace period, so the terms remain fair and reasonable.

Once I have confirmation on the payment frequency and due date, I can revise the document promptly and send it back to you.

Vr,
Madina P.

[Quoted text hidden]

Alicia Saldana

Fri, Dec 19, 2025 at 10:12 AM

To: Madina P.
Cc:

Yes one per month
50 dollars late payment
Give me 10 days after the payment day in case

[Quoted text hidden]

Madina Petashvili

Tue, Dec 30, 2025 at 12:24 AM

To: Alicia Saldana

Vanessa,

I want to be clear that I am serious about resolving this matter and will continue to pursue repayment until it is properly addressed.

I made a significant financial investment in you and your restaurant in good faith, and I am not willing to simply walk away from that. My intention has always been to resolve this professionally and without unnecessary escalation, but I do expect follow-through and accountability.

I have not received a response regarding the promissory note draft sent over two weeks ago or my follow-up message. To move this toward resolution, I am open to proceeding through a neutral mediator in Bristol County, Rhode Island to finalize a repayment agreement without litigation.

Mediation is generally low-cost, typically split between the parties, far less expensive than legal action, and often completed in a single session.

I've made numerous attempts to resolve this and have not received a clear, professional response. If I do not hear back from you regarding either the last promissory note draft, the mediation proposal, or acknowledgment of the contents of this email by 12:00 PM on Friday, January 2, 2026, I will proceed on the assumption of non-cooperation.

All I am asking for at this point is basic, professional communication and the proper documentation that I have consistently requested since the beginning, so this matter can be resolved appropriately.

Thank you!

-Madina P.

[Quoted text hidden]

Vane Saldana <v>

Tue, Dec 30, 2025 at 4:06 AM

Medina I m going to sign and deposit how we establish on the 10

1/26/26, 11:27 AM

Gmail - Qhali repayment agreement

But I m with some medical procedures during this days and I m focus to get okay and done

You will be have your papers and payment

Please be patient and I m going to seat and check but I haven't bc I guess my health is more important if I can work I wont be able to pay and you need the money back as long I need to have peace

Sent from my iPhone

[Quoted text hidden]

Madina Petashvil:

Tue, Dec 30, 2025 at 10:33 AM

To:

Cc: Al

Vanessa,

I understand you're dealing with medical matters and I hope you're feeling better.

I've signed and sent the updated promissory note to your Qhali Gmail for signature through Rocket Lawyer.

For clarity, I corrected the total amount owed to include the previously overlooked \$225 Cash App payment made to Brandon Lake on the restaurant's behalf. After reviewing the records again, I updated the agreement so it accurately reflects the full amount advanced.

Please review and sign the document before the New Year so we can finalize this and move forward. The funds were first advanced over two months ago, and I have already been patient while operating without proper documentation.

Finalizing this agreement is intended to bring clarity, end the back-and-forth, and allow both of us to focus on our respective priorities.

These are my final terms for resolving this matter directly. I am prepared to proceed either by executing this agreement as written or, if you prefer, through a neutral mediator to finalize repayment terms without litigation.

The sooner this is executed, the sooner this matter is resolved.

Thank you,
Madina P.

[Quoted text hidden]

Madina Petashvili

Sat, Jan 3, 2026 at 10:21 AM

To: Vane Saldana

Cc: Alicia

Vanessa,

I want to outline a final option to resolve this efficiently and amicably without involving litigation.

Mediation typically costs around \$300 total, usually split between the parties and could take another 2-4 weeks just to arrange. A mediator's role is to facilitate discussion, not to determine fault or remove standard, enforceable provisions.

Any outcome would realistically involve adjustments only to the interest rate or repayment timeline.

With that in mind, I am willing to make an accommodation to avoid mediation or litigation and further delay. I am willing to reduce the interest rate to 8%, provided the full balance is paid no later than April 10, 2026, and the agreement is signed by end of this weekend NLT 4pm tomorrow January 4th so we can close this out and move forward.

I want to be clear that my goal here is not escalation. I initially agreed to help you because you asked me to come in as both an investor and a business partner, and I acted in good faith to support the restaurant during a difficult period.

Things did not work out as hoped on the business side, and that happens, but repayment of the funds advanced was always part of the understanding including an ROI.

This offer is intended to resolve the matter cooperatively and avoid further time, expense, or stress for either of us. I believe it is a fair compromise given the delays to date and the amount involved.

This is the lowest rate I will agree to for an April timeline. I will not extend repayment beyond June 10, 2026, and I will not agree to a rate below 8% under any circumstances.

If this option works for you, I can update the promissory note immediately and finalize it. If not, we can proceed with less favorable options that will have both of us spend more money for no reason.

Please let me know how you would like to proceed.

-Madina
[Quoted text hidden]

Madina Petashv Fri, Jan 9, 2026 at 1:56 PM
To: Vane S
C

Vanessa,
I'm following up regarding the updated promissory note that reflects the terms we agreed to (10% interest, \$50 late fee, payments beginning Monday the 19th).
At this point, we are close to the first payment date, and the agreement needs to be fully executed before we proceed. I need confirmation today on whether you will be signing the document as sent.
If the agreement is not signed, I will need to reassess next steps. I'd prefer to move forward cooperatively, but I do need clarity and follow-through.
Please let me know today by 10pm.
— Madina
[Quoted text hidden]

Alicia Saldana Fri, Jan 9, 2026 at 2:17 PM
To: Madina Pe

Madina yes I will sign just give me some days bc I was in bed and with medical test and I couldn't take a look I know has to be sign bf the 19 so I can make the payment
It is my first day at Qhali after I took several test bc medical issues
[Quoted text hidden]

Madina Petashvili Mon, Jan 12, 2026 at 8:38 PM
To: Alicia S
Cc: \

Vanessa,
I need clarity at this point. The document has been updated to reflect the agreed terms and timing. It has now been almost a week since then, and we are approaching the first payment date. This should have been signed by now.
Please confirm on Tuesday 13 Jan 26 by noon whether you will be signing the agreement as sent and agreed. If it is not executed, I will need to determine next steps.
I want to resolve this efficiently, but I do need follow-through from you.
— Madina
[Quoted text hidden]

Madina Petashvili Wed, Jan 14, 2026 at 4:11 PM
To: Alicia Saldana
Cc: Vane Sal

Vanessa,

1/26/26, 11:27 AM

Gmail - Qhali repayment agreement

I cannot continue to wait indefinitely for execution of the agreement. Absent execution of the promissory note or receipt of full payment, I will proceed with the next formal legal steps to preserve my rights.

To avoid litigation, you may either sign the agreement as sent or remit full payment by COB 4:00 PM Friday, January 16, 2026.

— Madina

[Quoted text hidden]

Alicia Saldana <

Wed, Jan 14, 2026 at 4:24 PM

To: Madina

Cc: \

Medina you need payment for Monday and either you want to put pressure on me is not going to work Monday is not jet and I do hire a lawyer here in Rhode island and he is checking everything to make sure everything is okay.

[Quoted text hidden]

Alicia Saldana

Wed, Jan 14, 2026 at 4:25 PM

To: Madina Pe

Also I will tell him to contact you tomorrow bc he is the one who will be have contact t with you

[Quoted text hidden]



Madina Petashvili <madina.petashvili@gmail.com>

Last Effort

5 messages

Madina Petashvili

Wed, Dec 17, 2025 at 10:58 AM

To: Alicia Sald

Van

Vanessa,

I'm following up because you indicated you would get back to me on Monday, and I never received a response.

I've now spoken with legal counsel and have a clear plan forward. Before taking any formal steps, I want to give you one final opportunity to resolve this directly and amicably.

If you are willing to move forward, I can update the promissory note terms, including due dates and rates as stated previously. If you are willing to sign a promissory note confirming repayment of \$12,033.38 in full by the end of this month 31 December 2025, I am willing to limit repayment to that exact amount only, with no additional interest or fees. Upon full payment as agreed, I will confirm in writing that no further legal action will be pursued by me against you or Qhali Kitchen related to this matter.

To make this easier, I am also willing to proceed without a notary if that works better for your schedule. If a witness is preferred, it must be an official, non-partial notary.

Separately, I will need the return of my personal items: my laser, my TV controller, the screws for the TV wall mount, my short grey and black extension cord, and Marcos's paint extender/sander. We will also need to go to Extra Space Storage to transfer the unit fully into your name. I can meet you there Friday morning to sign the document, complete the storage transfer, exchange items, and return the final restaurant key I have.

I can send you the updated promissory note this evening. The agreement will reflect payment confirmation, electronic proof of funds, and my acknowledgment of receipt upon payment.

Please let me know by end of day tomorrow whether you are willing to move forward in good faith. If I do not hear back again, or if we are unable to reach agreement, all further communication will proceed through my attorney.

Vr,
Madina P.

Alicia Saldana <q

Wed, Dec 17, 2025 at 11:26 AM

To: Madina Petashvili

Cc: V

Hi Madina

I CANT PAY EVERYTHING BY THE END OF THE MONTH
I HAVE TALK TO MY LEGAL ADVICE AND WE DO HAVE A PLAN TO REPAY THE MONEY, ALSO YOU CAN PICK UP
YOU ITEMS ANYTIME WE ARE OPEN BUT I CAN NOT GO AFTER HOURS TO YOUR HOUSE.

ABOUT THE STORAGE YES I CAN PASS IT TO MY NAME TO HAVE FULL RESPONSABILITY ABOUT PAYMENT

[Quoted text hidden]

Madina Petashvili <

Wed, Dec 17, 2025 at 1:08 PM

To: Alicia

Cc: Vanessa

Vanessa,

You said something similar last week and the week before and the week prior to that, so I need clarity on what the actual plan is.

I understand you cannot pay the full amount by the end of the month. That does not mean the promissory note can be rewritten to remove standard provisions addressing late payment, default, interest, or late fees. Those provisions are not punitive — they are standard and exist to protect both parties. They provide clarity, finality, and documentation when payment is made, and a defined process if payment is delayed or incomplete.

Any repayment extending beyond the end of this month will need to include an agreed-upon interest rate, reflected in a written agreement. That is a normal and reasonable term in a repayment arrangement.

You have acknowledged receiving the funds and have repeatedly stated that you would repay them from day one. At this point, I need to understand which specific terms you are objecting to and what repayment schedule you are proposing, so we can determine whether an agreement is possible.

Regarding my personal items: I am not asking you personally to go anywhere after hours or to my home, and I will not be entering the restaurant. If Rafa or another staff member can bring my items outside, I can meet in the restaurant plaza parking lot tomorrow around 5:30pm after work or Friday afternoon at restaurant opening around 4pm.

I also acknowledge your willingness to transfer the Extra Space Storage unit into your name. We can coordinate that separately once repayment terms are addressed.

Please respond clearly with:

1. Your proposed repayment schedule; and
2. Whether you are willing to sign a promissory note reflecting agreed-upon terms.

I would like to resolve this efficiently so we can both move forward without continued back-and-forth.

If we cannot reach agreement, the matter will proceed through counsel.

Vr,
Madina P.
[Quoted text hidden]

Alicia Saldana

To: Madina P.

C

Wed, Dec 17, 2025 at 1:44 PM

Madina you came on the first week of December
Now you will be have paperwork tomorrow with days an amounts
Your staff when you are coming text so we can send someone outside
[Quoted text hidden]

Madina Petashv

To: "

Wed, Dec 17, 2025 at 2:05 PM

Vanessa,

For clarity, it has now been almost three weeks without a clear response or deadline, and nearly two months since I first asked for proper documentation to be put in place. I need to understand exactly what you are saying so we can move forward.

Are you confirming that you will be sending me your draft of the promissory note tomorrow? If so, please specify when I should expect it — morning, end of day, or by midnight.

Also, I don't understand what you meant by "your staff when you are coming text so we can send someone outside." Please clarify what you are asking me to do and who I should be coordinating with.

To be clear, I have already prepared the agreement in two different formats to make this easier and to cover the substantive legal structure. That work addresses the majority of what is required for the document. The remaining points to be discussed are limited to the specific numbers — repayment dates, amounts, interest rate, and any applicable fees — not the standard legal provisions themselves.

1/26/26, 11:30 AM

Gmail - Last Effort

I need clear, specific information and proper documentation so this can be resolved efficiently.

Vr,
Madina P.

[Quoted text hidden]

Madina N. Petashvili
15 Norbert St., Unit #1
Warren, Rhode Island 02885

January 19, 2026

Alicia V. Saldana
Owner
Qhali Corporation LLC
34 Gooding Avenue
Bristol, Rhode Island 02809

Re: Formal Demand for Repayment of Funds Advanced

Dear Ms. Saldana:

This letter serves as a formal demand for repayment of funds advanced to you and Qhali Corporation LLC.

In or around October 2025, at your request, I advanced funds to you and your business in connection with a proposed business relationship that included discussion of potential investment and partnership participation. Regardless of any contemplated equity, partnership, or operating structure, repayment of the funds advanced was expressly promised and agreed to by you, was not contingent upon profits, equity issuance, or execution of an operating agreement, and was acknowledged by you on multiple occasions.

Between October and November 2025, I advanced a total of \$12,258.38 to you and/or Qhali Corporation LLC for business-related purposes. These funds were used to support ongoing operations, improvements, and expenses of the restaurant. In reliance on your representations and assurances of repayment, I also contributed substantial uncompensated time, labor, and operational support to the business, including physical renovation and operational assistance.

Although the funds were initially discussed in the context of a proposed investment and business partnership—under which you also offered additional consideration in the form of equity participation and quarterly net profit distributions—repayment of the principal advanced was always required and never discretionary or dependent upon the success of the business or the execution of further agreements.

Despite repeated requests, you failed to provide a properly drafted operating or partnership agreement for execution, even after more than six weeks had elapsed from the time such documentation was represented to be forthcoming. As a result, no operating agreement

was ever finalized. Your failure to formalize that documentation does not negate or alter your obligation to repay the funds advanced, which you repeatedly acknowledged and agreed to repay.

Since that time, you have continued to confirm your intent to repay the funds, negotiated interest terms, and agreed to memorialize the obligation through a promissory note. However, to date, you have failed to execute the promissory note and have failed to repay the amounts owed.

Despite confirming an intent to begin repayment in January 2026, no payment has been received as of the date of this letter, including the first installment anticipated on or about January 10, 2026.

Accordingly, demand is hereby made for payment as follows:

Principal Amount Owed: \$12,258.38

Payment must be made in full no later than 4:00 PM EST on January 31, 2026, unless the previously provided promissory note reflecting the agreed repayment terms is fully executed prior to that date.

If payment in full is not received, or the promissory note is not executed by that deadline, I will proceed with initiating legal action without further notice. Such action may include claims not only for repayment of the funds advanced, but also for the reasonable value of labor, services, and additional damages arising from your failure to honor your obligations.

This letter is sent in a good-faith effort to resolve this matter without court intervention. Continued non-cooperation will leave me no alternative but to pursue all available legal remedies.

Please govern yourself accordingly.

Sincerely,



Madina N. Petashvili

Madina N. Petashvili

19 April 2026

Bristol Town Council
Attn: Town Council Board Members
10 Court Street
Bristol, RI 02809

Subject: Creditor's Objection to Liquor License Transfer Without Contingency for Debt Resolution (Attachments 1–8, Exhibits)

Re: Request that any transfer of Qhali Corporation liquor license be contingent upon resolution of outstanding debt owed to Madina N. Petashvili

Honorable Members of the Bristol Town Council:

My name is **Madina N. Petashvili**. I am a retired/former Naval Officer, and I served for 13 years in the United States Navy. **Honor and integrity** are at the forefront of everything I do. Today, I continue to serve behind the scenes by supporting the fleet through my work on a government project at **Naval Undersea Warfare Center (NUWC)** in Newport, Rhode Island.

I am writing to respectfully request that the Town Council **not approve any transfer of Qhali Corporation's liquor license to "Qhali Bar & Grill" / "TJ's Bar & Grill"** unless approval is **expressly conditioned upon the resolution of the outstanding debt owed to me by Qhali Corporation/Qhali Kitchen.**

Attachments:

To ensure the Council has a complete and accurate record, I am submitting the following documents as attachments: **(1)** my initial claim/complaint, **(2)** the summons/proof of service (Qhali+Saldana), **(3)** Ms. Saldana's response/counterclaim, **(4)** my response to the counterclaim, **(5)** the receipts email thread, **(6)** the Qhali repayment agreement/promissory note email thread, **(7)** a final "last effort" email thread and **(8) a formal demand letter I sent to Ms. Saldana requesting payment/resolution prior to escalation. Ms. Saldana counter-sued me for approximately \$87,000 with allegations I believe are unsupported and disproportionate. At the same time, in her filed pleadings she admits that she owes me \$12,258.38 and admits that I worked providing physical labor at the restaurant for approximately 4–6 weeks.**

Background:

My involvement began because Ms. Saldana asked for my help. I agreed only because I was repeatedly told my contributions would be repaid and that a proper agreement would be finalized. The understanding presented to me was that I would receive **12% equity and 12% of net quarterly profits** for my financial contributions and substantial on-site labor. After multiple

attempts to obtain a proper business/operating agreement with standard protections, I was left with an informal one-page draft and repeated promises that were not honored. My work and expenditures benefited the business; **Qhali cannot retain the benefit of my labor and funds without repaying what is owed.**

Key facts supporting this request

1. **Primary asset / creditor risk:** Qhali Corporation/Qhali Kitchen's only meaningful asset is the **liquor license**. If the license is transferred without a contingency, I may have **no practical avenue** to recover what is owed to me.
2. **Admitted debt and admitted labor:** In her filed court papers, Ms. Alicia V. Saldana **admits she owes me \$12,258.38** and also **admits** that I provided physical labor at the restaurant for approximately **4–6 weeks**. (See Attachments 1 and 4.)
3. **Terms originally proposed:** I was asked to become a business partner/investor. I was supposed to receive **12% equity and 12% net quarterly profits** in exchange for my financial contributions and substantial physical labor at the restaurant. Despite repeated requests, I never received a proper operating/business partnership agreement reflecting these terms and providing basic protections.
4. **Reliance and benefit to the business:** This business transaction began when Ms. Saldana asked me to help and represented that I would be repaid for the money I put into the restaurant. My labor and contributions directly benefited the restaurant. I performed work equivalent to what would ordinarily require multiple personnel over that period. Qhali cannot retain the benefit of that work while refusing repayment for the contributions that were promised to be repaid.
5. **Negative cash flow known at the time:** Based on financial information I reviewed (including ledgers), the restaurant appeared to be operating at a **negative cash flow for at least six months** at the time of my involvement.
6. **Inconsistent public representations regarding transfer/sale:** On **March 11, 2026**, at a Town Council meeting, Ms. Saldana publicly stated she was **not selling** the restaurant and was only seeking to transfer the liquor license. On **April 1, 2026**, her attorney stated she was seeking the liquor license transfer so she can **sell the restaurant**. These positions are inconsistent and directly relevant to the Council's reconsideration.
7. **Counterclaim filed while also acknowledging repayment:** Ms. Saldana has counter-sued me seeking approximately **\$87,000** in damages (see Attachment 3), while simultaneously acknowledging in the filed pleadings that repayment of my contributions is owed and that I worked at the restaurant for weeks (see Attachment 4).
8. **Accuracy and transparency concern regarding address:** The Rhode Island Secretary of State business search for Qhali Corporation lists an address associated with Ms. Saldana that, according to public court records I reviewed, corresponds to a location from which she has been evicted. This misrepresentation contributed to difficulty serving her initially and raises concerns regarding accuracy and transparency in official filings.
9. **My prior appearance before the Board:** I came before this Board on **November 12, 2025**, introducing myself as Ms. Saldana's prospective business partner. By Thanksgiving 2025—after I had contributed more than \$12,000 and weeks of labor—I received only a one-page draft “partnership agreement” that was unprofessional, unclear, and did not provide the customary protections of a formal operating agreement.

Resolution Efforts:

After I had already contributed significant funds and weeks of labor, I was provided only a one-page draft “partnership agreement” that was unclear and did not reflect the protections or level of formality reasonably expected for a business investment/operating arrangement.

When I requested a clean exit and a formal repayment agreement, Ms. Saldana initially agreed and we discussed promissory-note terms. Thereafter, she repeatedly delayed, made inconsistent statements, and ultimately stopped responding.

I attempted for months to resolve this professionally through written documentation and a repayment agreement. The attached communications show Ms. Saldana’s acknowledgment of repayment responsibility and discussion of repayment structure, followed by repeated delays and nonperformance. (See Attachments 5–7.) I also sent a formal demand letter as a final attempt to resolve the matter mid-January 2026 prior to further escalation. (See Attachment 8.)

Exhibits

Attached are an exhibit index and supporting communications showing Ms. Saldana’s acknowledgments of repayment responsibility and negotiation of repayment terms (including draft promissory note discussions), followed by nonperformance/ghosting.

Requested action

I respectfully request that, if the Council considers approval of any liquor license transfer connected to Qhali Corporation, the approval be made **expressly contingent** on the following:

1. **Full resolution** of the outstanding debt owed to me (at **minimum \$12,258.38**, as admitted in Ms. Saldana’s filings); and
2. **Written confirmation** (proof of payment or executed settlement agreement) provided to the Town **prior** to the transfer becoming effective.

I am not seeking to block a lawful transaction out of spite. I am requesting a reasonable safeguard so that a creditor is not left without recourse if the license—Qhali Corporation’s only meaningful asset—is transferred away.

Thank you for your time and consideration. Please let me know if you require additional documentation or if you would like me to address the Council at the reconsideration meeting.

Respectfully submitted,

Madina Petashvili 04/20/2026

Madina N. Petashvili

EXHIBITS – Repayment Admissions (Screenshots)

Color key for screenshots: Blue messages are from Madina Petashvili; Grey messages are from the other party.

Exhibit 01: Draft/paperwork acknowledgement: “I m safe tomorrow I will be starting paperwork... tomorrow when you come after work will be have the draft... also the paperwork for the town...”

Exhibit 02: Commitment to send paperwork for review: “I will be working on paperwork and send it... Review everything and you let me know.”

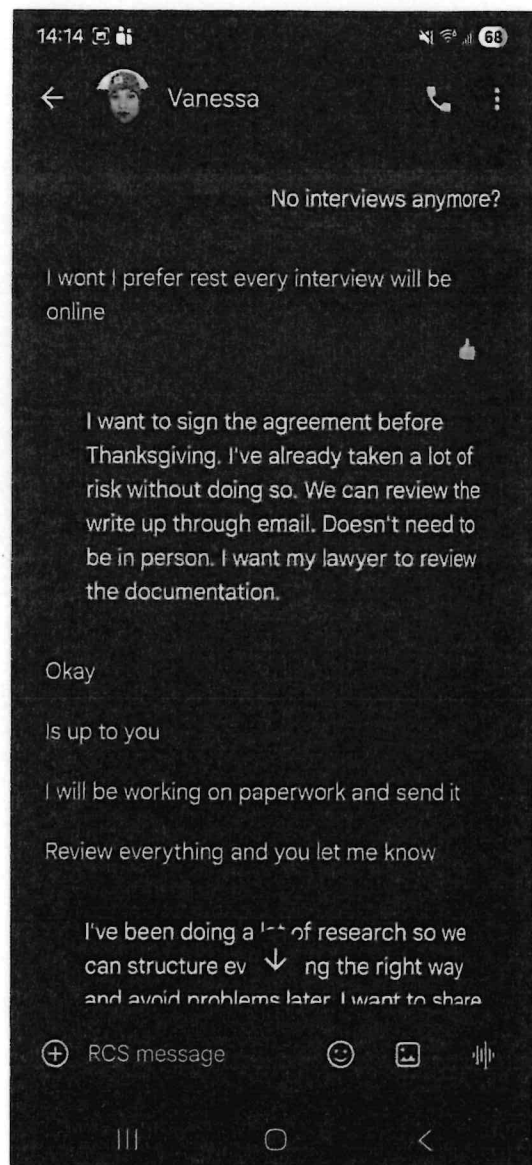
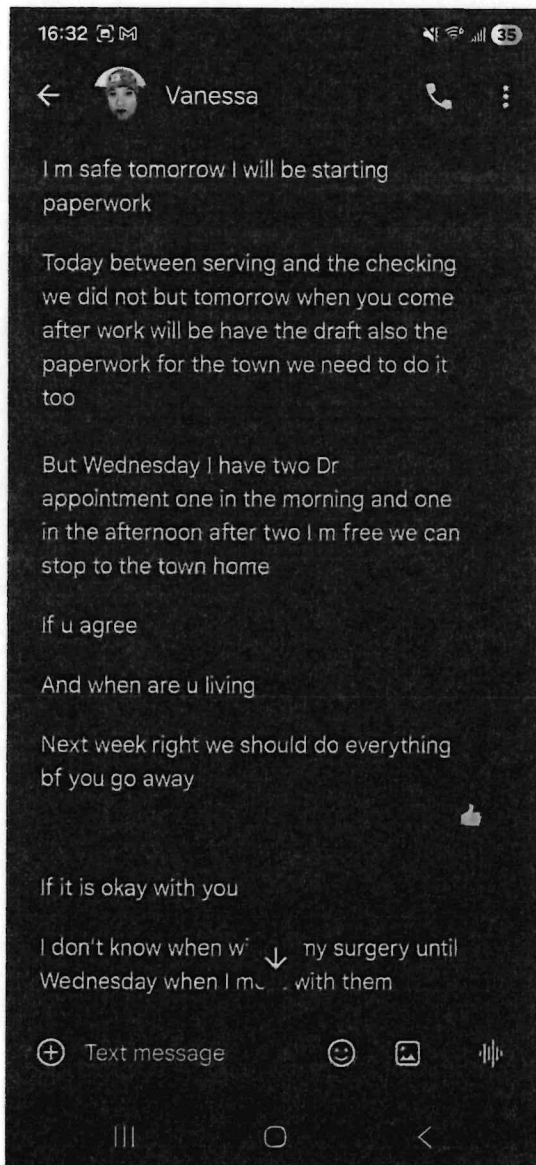


Exhibit 05: Admits: “..you lend money to Qhali..”

Exhibit 06: Repayment timeline request (6 months): “Just another request please try to give me a least 6 months to repay you... and I m going to work on it to pay you...”

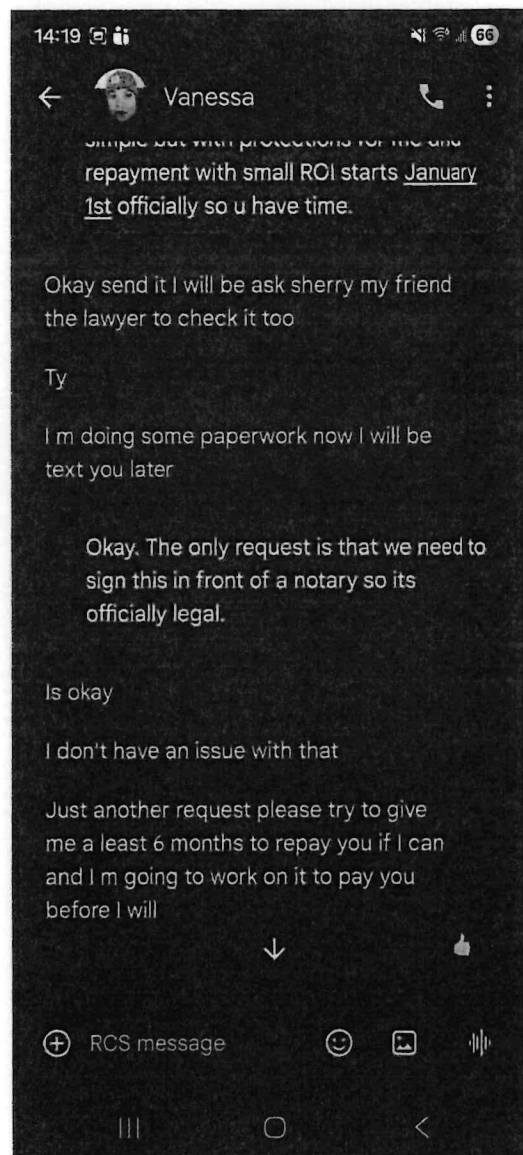
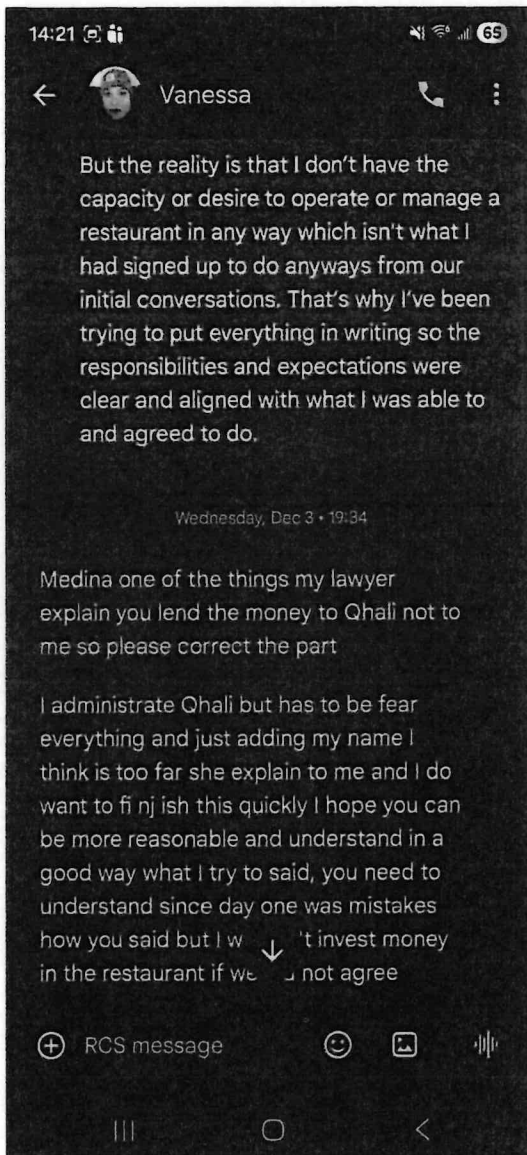


Exhibit 07: Intent to resolve quickly: "I m willing to this to be resolved as soon as possible..."

Exhibit 08: Express statement of repaying the money: "Bc I need to have some peace to work and focus to repay you the money sooner better... I don't have 12k today..."

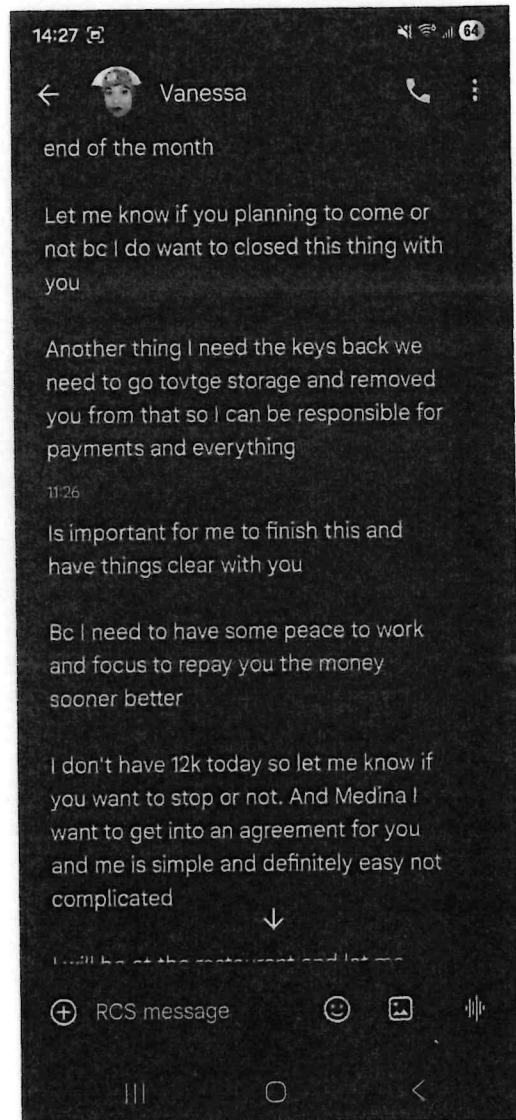
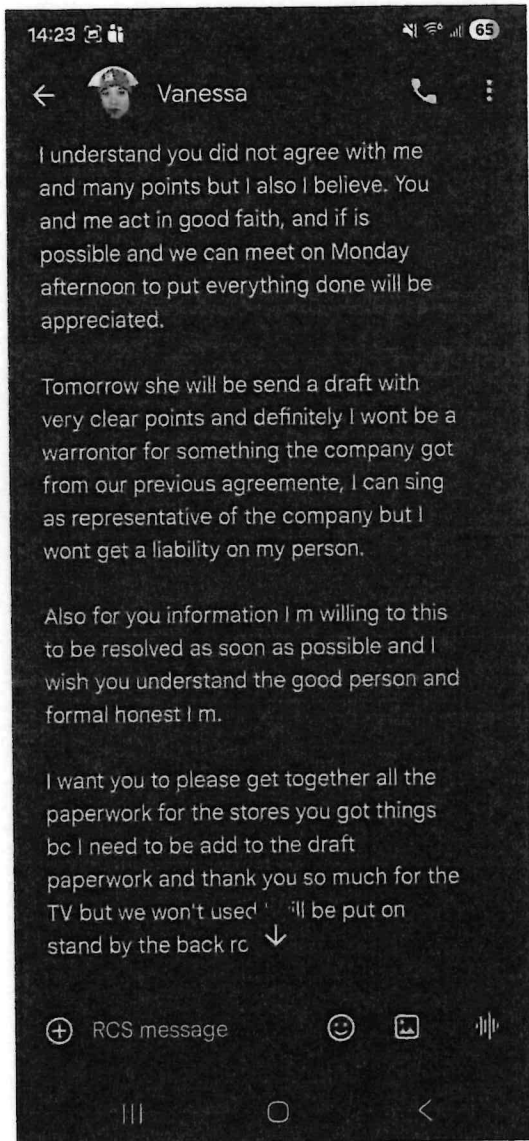


Exhibit 09: Confirmation of review/next steps tied to repayment: "by Monday Medina will review everything... and she (her lawyer) is going to call me on Monday"

Exhibit 10: First payment commitment via Zelle: "I will e transfer your first payment bf the 10 by Zelle"

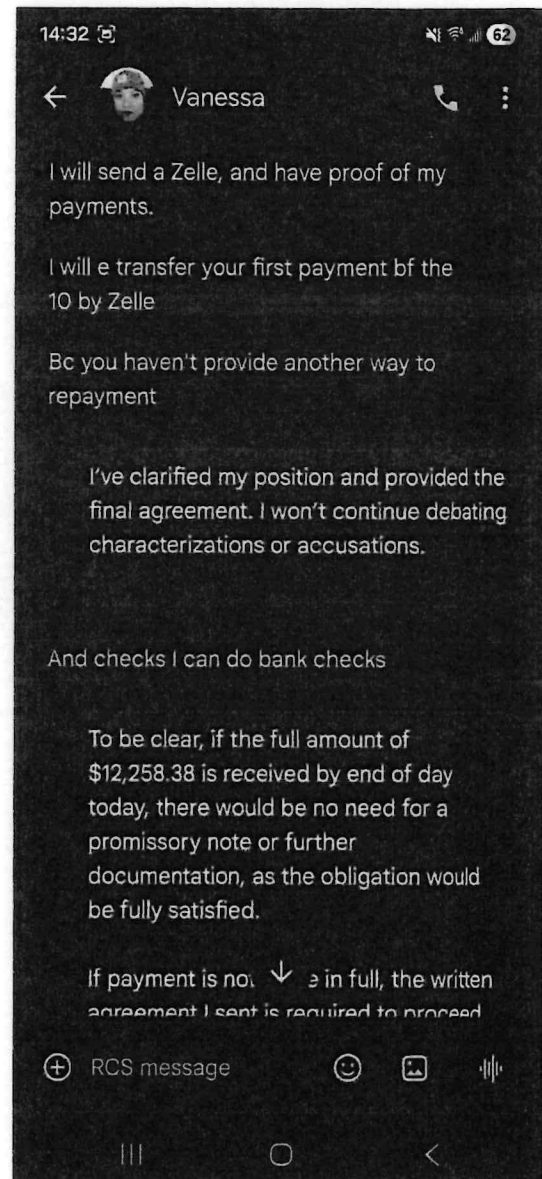
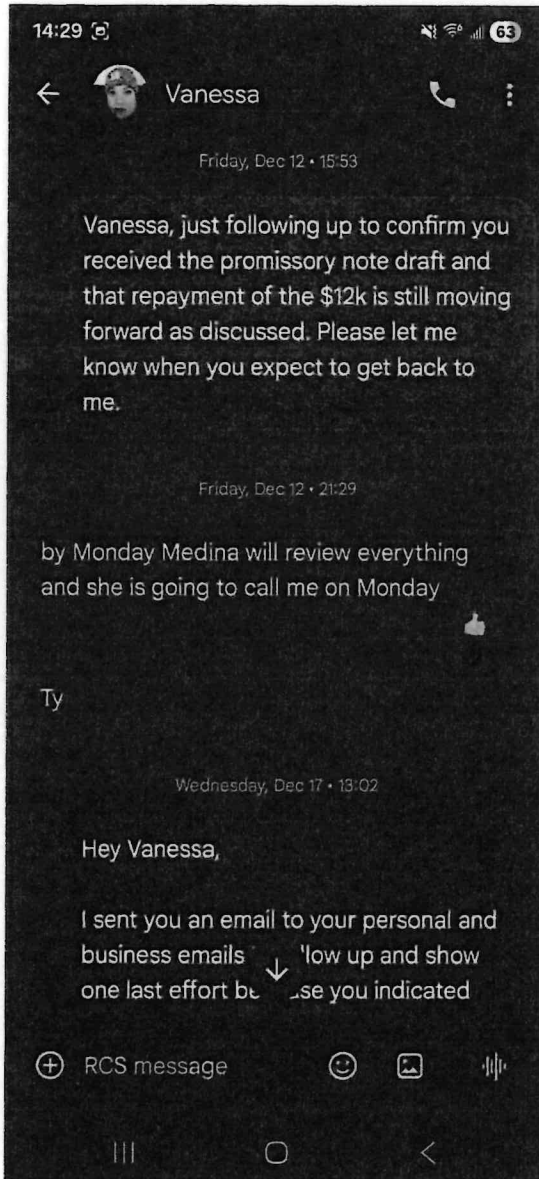


Exhibit 11: Admission of \$12,000 repayment obligation: "I... recognize was 12000... we will be agree to return those 12000"

Exhibit 12: Deposit/payment intent to return money: "I can deposit some money on Tuesday... bc I want to return the money you put..."

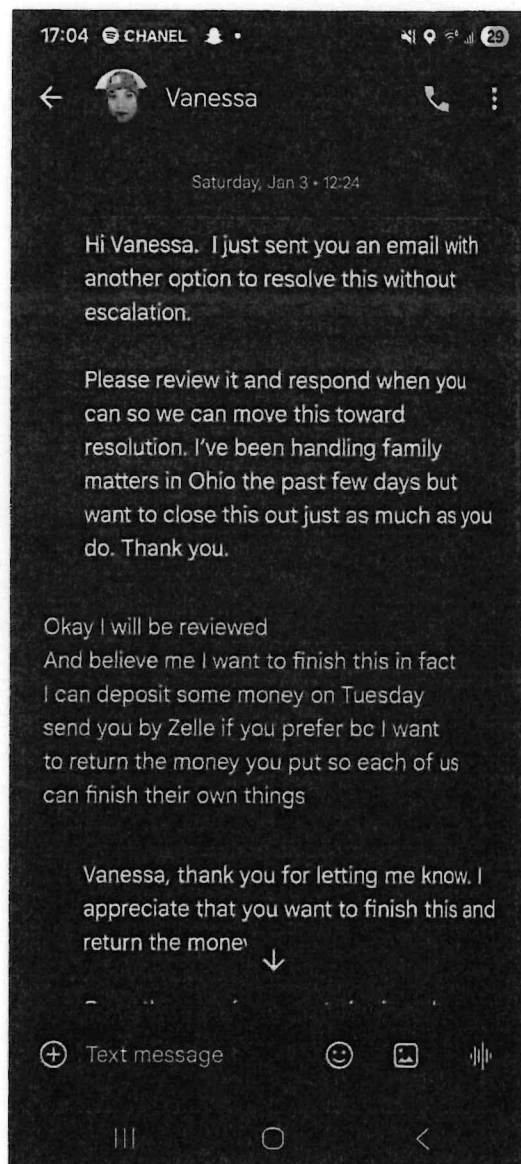
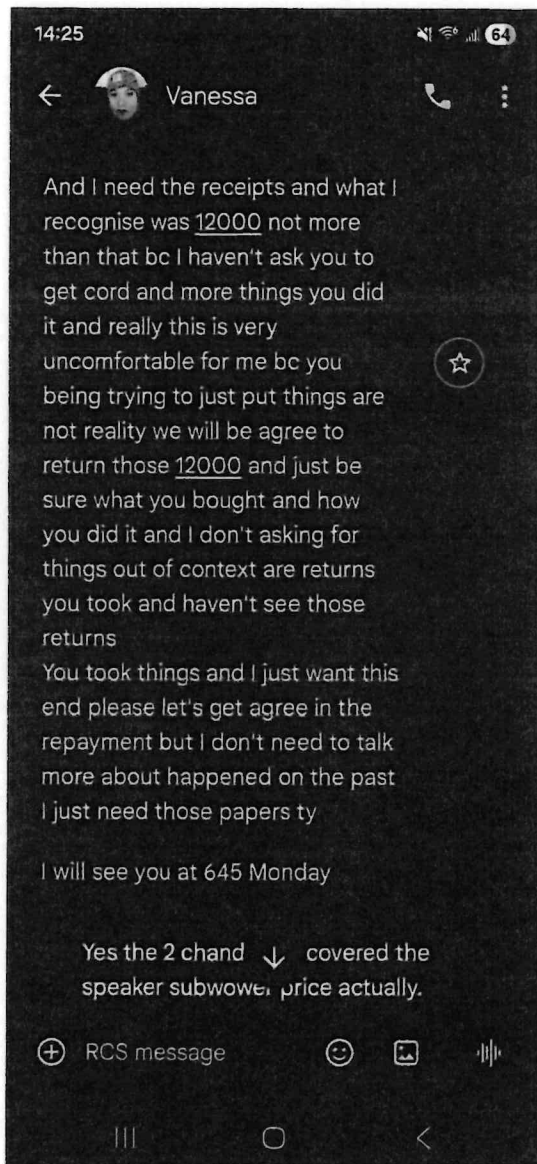


Exhibit 13: Request for deadline flexibility: asks for additional time (months) to repay but affirms intent to pay.

Exhibit 14: Continued repayment negotiations: discusses monthly payment range and repayment timeline.

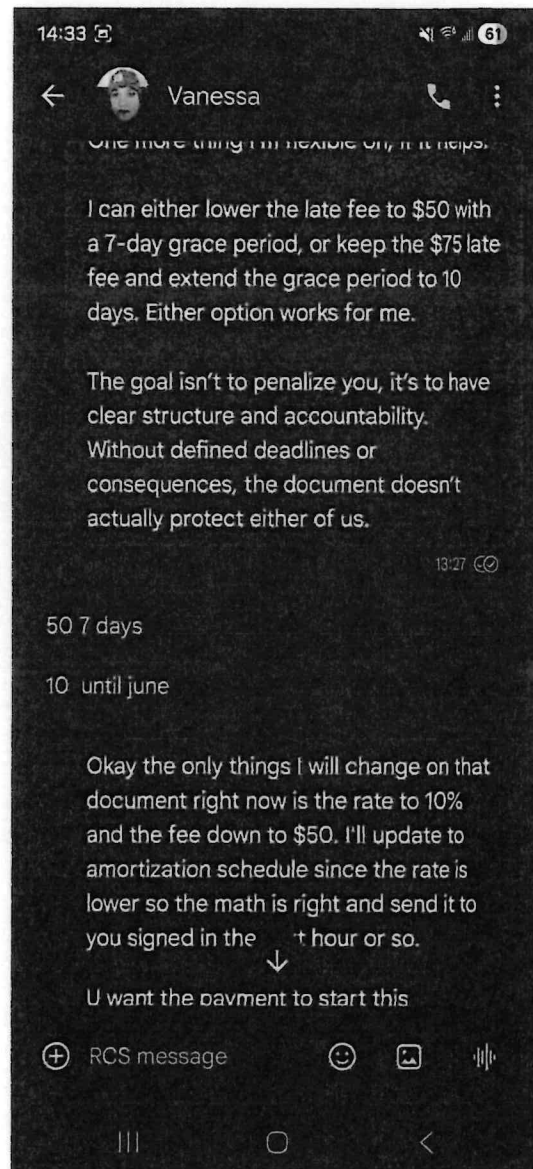
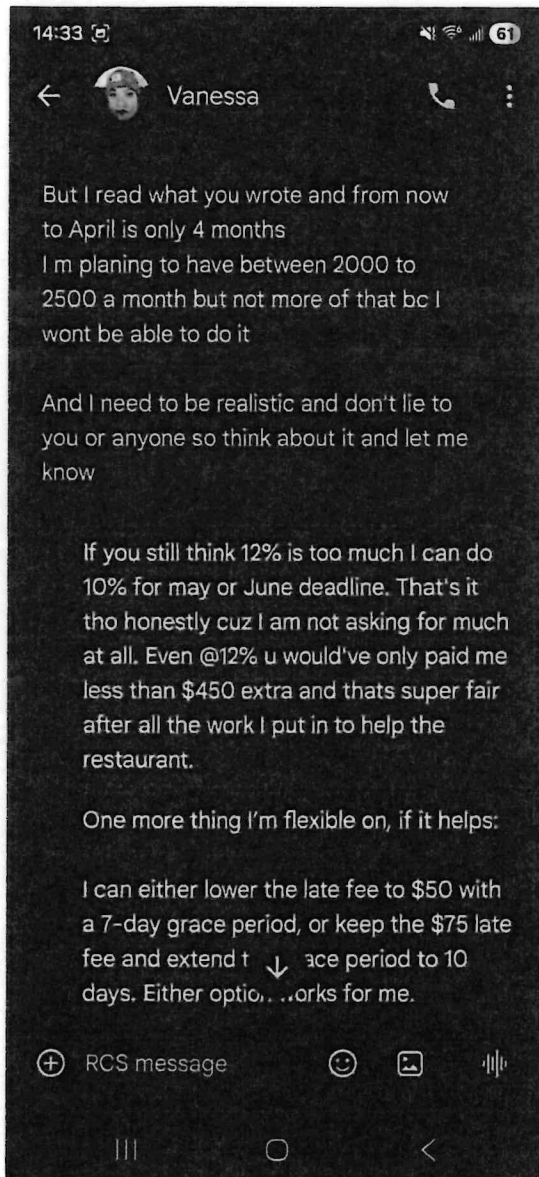


Exhibit 15: Acceptance of first payment date adjustment (grace period) and agreement to proceed.

Exhibit 16: Follow-up confirming repayment: acknowledges intent to sign agreement: "I m going to sign not later than tomorrow."

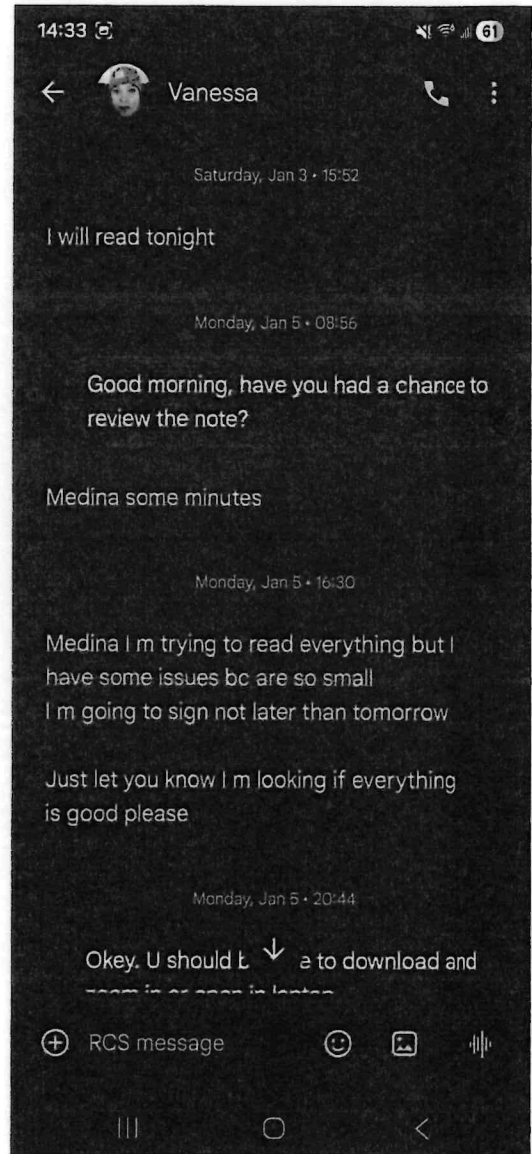
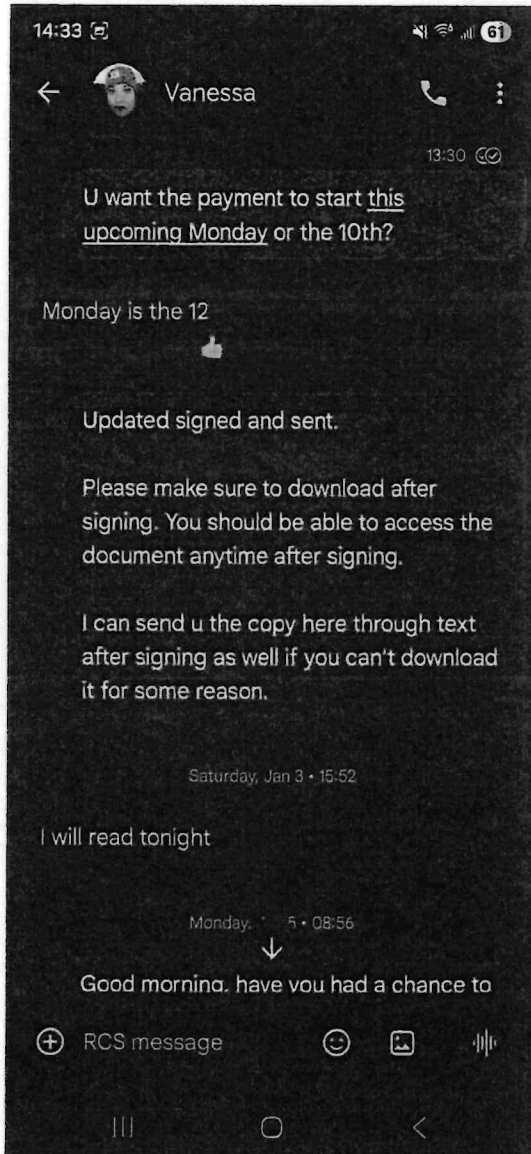


Exhibit 19: Finalization message: indicates she will sign paperwork and proceed with repayment steps.

Exhibit 20: Payment day statement: 'Today is payment day... I will send you later the money for Zelle.' Promise to sign: states she will sign the agreement after lawyer review/confirmation.

