

IN THE SUPREME COURT OF THE STATE OF NEVADA

INDICATE FULL CAPTION:

No. _____ Electronically Filed
Nov 19 2014 01:51 p.m.
DOCKETING SECTION
CIVIL APPEALS
Shirley M. Lindeman
Clerk of Supreme Court

GENERAL INFORMATION

All appellants not in proper person must complete this docketing statement. NRAP 14(a). The purpose of the docketing statement is to assist the Supreme Court in screening jurisdiction, classifying cases for en banc, panel, or expedited treatment, compiling statistical information and identifying parties and their counsel.

WARNING

This statement must be completed fully, accurately and on time. NRAP 14(c). The Supreme Court may impose sanctions on counsel or appellant if it appears that the information provided is incomplete or inaccurate. *Id.* Failure to fill out the statement completely or to file it in a timely manner constitutes grounds for the imposition of sanctions, including a fine and/or dismissal of the appeal.

A complete list of the documents that must be attached appears as Question 26 on this docketing statement. Failure to attach all required documents will result in the delay of your appeal and may result in the imposition of sanctions.

This court has noted that when attorneys do not take seriously their obligations under NRAP 14 to complete the docketing statement properly and conscientiously, they waste the valuable judicial resources of this court, making the imposition of sanctions appropriate. See KDI Sylvan Pools v. Workman, 107 Nev. 340, 344, 810 P.2d 1217, 1220 (1991). Please use tab dividers to separate any attached documents.

1. Judicial District _____ Department _____
County _____ Judge _____
District Ct. Case No. _____

2. Attorney filing this docketing statement:

Attorney _____ Telephone _____
Firm _____
Address _____

Client(s) _____

If this is a joint statement by multiple appellants, add the names and addresses of other counsel and the names of their clients on an additional sheet accompanied by a certification that they concur in the filing of this statement.

3. Attorney(s) representing respondents(s):

Attorney _____ Telephone _____
Firm _____
Address _____

Client(s) _____

Attorney _____ Telephone _____
Firm _____
Address _____

Client(s) _____

(List additional counsel on separate sheet if necessary)

4. Nature of disposition below (check all that apply):

- | | |
|---|---|
| <input type="checkbox"/> Judgment after bench trial | <input type="checkbox"/> Dismissal: |
| <input type="checkbox"/> Judgment after jury verdict | <input type="checkbox"/> Lack of jurisdiction |
| <input type="checkbox"/> Summary judgment | <input type="checkbox"/> Failure to state a claim |
| <input type="checkbox"/> Default judgment | <input type="checkbox"/> Failure to prosecute |
| <input type="checkbox"/> Grant/Denial of NRCP 60(b) relief | <input type="checkbox"/> Other (specify): _____ |
| <input type="checkbox"/> Grant/Denial of injunction | <input type="checkbox"/> Divorce Decree: |
| <input type="checkbox"/> Grant/Denial of declaratory relief | <input type="checkbox"/> Original <input type="checkbox"/> Modification |
| <input type="checkbox"/> Review of agency determination | <input type="checkbox"/> Other disposition (specify): _____ |

5. Does this appeal raise issues concerning any of the following?

- ☐ Child Custody
- ☐ Venue
- ☐ Termination of parental rights

6. Pending and prior proceedings in this court. List the case name and docket number of all appeals or original proceedings presently or previously pending before this court which are related to this appeal:

7. Pending and prior proceedings in other courts. List the case name, number and court of all pending and prior proceedings in other courts which are related to this appeal (e.g., bankruptcy, consolidated or bifurcated proceedings) and their dates of disposition:

8. Nature of the action. Briefly describe the nature of the action and the result below:

9. Issues on appeal. State concisely the principal issue(s) in this appeal (attach separate sheets as necessary):

10. Pending proceedings in this court raising the same or similar issues. If you are aware of any proceedings presently pending before this court which raises the same or similar issues raised in this appeal, list the case name and docket numbers and identify the same or similar issue raised:

11. Constitutional issues. If this appeal challenges the constitutionality of a statute, and the state, any state agency, or any officer or employee thereof is not a party to this appeal, have you notified the clerk of this court and the attorney general in accordance with NRAP 44 and NRS 30.130?

☐ N/A

☐ Yes

☐ No

If not, explain:

12. Other issues. Does this appeal involve any of the following issues?

☐ Reversal of well-settled Nevada precedent (identify the case(s))

☐ An issue arising under the United States and/or Nevada Constitutions

☐ A substantial issue of first impression

☐ An issue of public policy

☐ An issue where en banc consideration is necessary to maintain uniformity of this court's decisions

☐ A ballot question

If so, explain:

13. Trial. If this action proceeded to trial, how many days did the trial last? _____

Was it a bench or jury trial? _____

14. Judicial Disqualification. Do you intend to file a motion to disqualify or have a justice recuse him/herself from participation in this appeal? If so, which Justice?

TIMELINESS OF NOTICE OF APPEAL

15. Date of entry of written judgment or order appealed from _____

If no written judgment or order was filed in the district court, explain the basis for seeking appellate review:

16. Date written notice of entry of judgment or order was served _____

Was service by:

☐ Delivery

☐ Mail/electronic/fax

17. If the time for filing the notice of appeal was tolled by a post-judgment motion (NRCP 50(b), 52(b), or 59)

(a) Specify the type of motion, the date and method of service of the motion, and the date of filing.

☐ NRCP 50(b) Date of filing _____

☐ NRCP 52(b) Date of filing _____

☐ NRCP 59 Date of filing _____

NOTE: Motions made pursuant to NRCP 60 or motions for rehearing or reconsideration may toll the time for filing a notice of appeal. See AA Primo Builders v. Washington, 126 Nev. ____, 245 P.3d 1190 (2010).

(b) Date of entry of written order resolving tolling motion _____

(c) Date written notice of entry of order resolving tolling motion was served _____

Was service by:

☐ Delivery

☐ Mail

18. Date notice of appeal filed _____

If more than one party has appealed from the judgment or order, list the date each notice of appeal was filed and identify by name the party filing the notice of appeal:

19. Specify statute or rule governing the time limit for filing the notice of appeal, e.g., NRAP 4(a) or other

SUBSTANTIVE APPEALABILITY

20. Specify the statute or other authority granting this court jurisdiction to review the judgment or order appealed from:

(a)

- | | |
|--|---------------------------------------|
| <input type="checkbox"/> NRAP 3A(b)(1) | <input type="checkbox"/> NRS 38.205 |
| <input type="checkbox"/> NRAP 3A(b)(2) | <input type="checkbox"/> NRS 233B.150 |
| <input type="checkbox"/> NRAP 3A(b)(3) | <input type="checkbox"/> NRS 703.376 |
| <input type="checkbox"/> Other (specify) _____ | |

(b) Explain how each authority provides a basis for appeal from the judgment or order:

21. List all parties involved in the action or consolidated actions in the district court:

(a) Parties:

(b) If all parties in the district court are not parties to this appeal, explain in detail why those parties are not involved in this appeal, *e.g.*, formally dismissed, not served, or other:

22. Give a brief description (3 to 5 words) of each party's separate claims, counterclaims, cross-claims, or third-party claims and the date of formal disposition of each claim.

23. Did the judgment or order appealed from adjudicate ALL the claims alleged below and the rights and liabilities of ALL the parties to the action or consolidated actions below?

☐ Yes

☐ No

24. If you answered "No" to question 23, complete the following:

(a) Specify the claims remaining pending below:

(b) Specify the parties remaining below:

(c) Did the district court certify the judgment or order appealed from as a final judgment pursuant to NRCP 54(b)?

☐ Yes

☐ No

(d) Did the district court make an express determination, pursuant to NRCP 54(b), that there is no just reason for delay and an express direction for the entry of judgment?

☐ Yes

☐ No

25. If you answered "No" to any part of question 24, explain the basis for seeking appellate review (e.g., order is independently appealable under NRAP 3A(b)):

26. Attach file-stamped copies of the following documents:

- The latest-filed complaint, counterclaims, cross-claims, and third-party claims
- Any tolling motion(s) and order(s) resolving tolling motion(s)
- Orders of NRCP 41(a) dismissals formally resolving each claim, counterclaims, cross-claims and/or third-party claims asserted in the action or consolidated action below, even if not at issue on appeal
- Any other order challenged on appeal
- Notices of entry for each attached order

VERIFICATION

I declare under penalty of perjury that I have read this docketing statement, that the information provided in this docketing statement is true and complete to the best of my knowledge, information and belief, and that I have attached all required documents to this docketing statement.

Name of appellant

Name of counsel of record

Date

Signature of counsel of record

State and county where signed

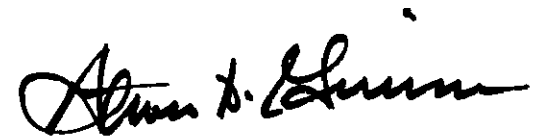
CERTIFICATE OF SERVICE

I certify that on the _____ day of _____, _____, I served a copy of this completed docketing statement upon all counsel of record:

- ☐ By personally serving it upon him/her; or
- ☐ By mailing it by first class mail with sufficient postage prepaid to the following address(es): (NOTE: If all names and addresses cannot fit below, please list names below and attach a separate sheet with the addresses.)

Dated this _____ day of _____, _____

Signature



CLERK OF THE COURT

ACOM

Brandon B. McDonald, Esq.
Nevada Bar No.: 11206
McDONALD LAW OFFICES, PLLC
2505 Anthem Village Drive, Ste. E-474
Henderson, NV 89052
Telephone: (702) 385-7411
Facsimile: (702) 664-0448
Attorneys for Plaintiffs

DISTRICT COURT

CLARK COUNTY, NEVADA

CARLOS A. HUERTA, an individual; CARLOS A. HUERTA as Trustee of THE ALEXANDER CHRISTOPHER TRUST, a Trust established in Nevada as assignee of interests of GO GLOBAL, INC., a Nevada corporation; NANYAH VEGAS, LLC, a Nevada limited liability company;

Plaintiffs,

v.

SIG ROGICH aka SIGMUND ROGICH as Trustee of The Rogich Family Irrevocable Trust; ELDORADO HILLS, LLC, a Nevada limited liability company; DOES I-X; and/or ROE CORPORATIONS I-X, inclusive,

Defendants.

Case No.: A-13-686303-C
Dept. No.: XXVII

FIRST AMENDED COMPLAINT

COMES NOW, Plaintiffs, by and through their counsel of record, Brandon B. McDonald, Esq. of McDONALD LAW OFFICES, PLLC and for their causes of action, alleges as follows:

PARTIES

1. Plaintiff, CARLOS HUERTA (hereinafter referred to as "Huerta"), is now, and was at all times relevant hereto, a resident of Clark County, Nevada.

2. Plaintiff, CARLOS A. HUERTA as Trustee of THE ALEXANDER CHRISTOPHER

1 TRUST as assignee of interests of GO GLOBAL, INC. (hereinafter referred to as “Go Global”), is now,
2 and was at all times relevant hereto, a Nevada corporation doing business in Clark County, Nevada.

3 3. Plaintiff, NANYAH VEGAS, LLC (hereinafter referred to as “Nanyah”), is now, and
4 was at all times relevant hereto, a Nevada limited liability company doing business in Clark County,
5 Nevada.

6 4. Defendant, SIGMUND ROGICH (hereinafter referred to as “Rogich”), is now, and was
7 at all times relevant hereto, the Trustee of The Rogich Family Irrevocable Trust doing business in Clark
8 County, Nevada.

10 5. Defendant, ELDORADO HILLS, LLC (hereinafter referred to as “Eldorado”), is now,
11 and was at all times relevant hereto, a Nevada limited liability company doing business in Clark
12 County, Nevada.

13 6. The true names and capacities of the Defendants named herein as DOES I-X, inclusive,
14 whether individual, corporate, associate or otherwise, are presently unknown to Plaintiff who therefore
15 sues the said Defendants by such fictitious names; and when the true names and capacities of DOES I-
16 X inclusive are discovered, the Plaintiff will ask leave to amend this Complaint to substitute the true
17 names of the said Defendants. The Plaintiff is informed, believes and therefore alleges that the
18 Defendants so designated herein are responsible in some manner for the events and occurrences
19 contained in this action.
20

21 **JURISDICTION**

22 7. That the facts surrounding this matter occurred in Clark County, Nevada, the parties
23 reside and/or conduct business in Clark County; thus jurisdiction of this Court is proper.
24

25 8. Additionally this matter relates to an interest/investment conveyed in a Nevada limited
26 liability company, Eldorado, which principal asset is real property located in Clark County, Nevada.
27

GENERAL ALLEGATIONS

A. Factual Allegations Regarding Huerta, Go Global, Rogich and Eldorado Hills

9. On or about October 2008, Huerta, Go Global and Rogich owned 100% of the membership interests of Eldorado.

10. On or about October 30, 2008 Huerta, Go Global and Rogich entered into an agreement whereby the 35% interest of Huerta and Global would be purchased by Rogich for \$2,747,729.50. (See Purchase Agreement, referred to as the “Agreement”, attached herein as Exhibit 1)

11. Pursuant to the Agreement the \$2,747,729.50 (the “debt”) would be paid from “future distributions or proceeds received by Buyer from Eldorado. (Id. at Exhibit 1, Section 2(a))

12. Upon information and belief, sometime in 2012, Rogich conveyed his membership interest in Eldorado to TELD, LLC, a Nevada limited liability company. Rogich failed to inform Huerta and Go Global of his intentions to transfer all the acquired membership interest in Eldorado to TELD, LLC and was only informed after the transfer had in fact occurred.

13. That by conveying the membership interest to TELD, Rogich breached the Agreement and also made it impossible for Huerta and Go Global to receive their rightful return of the debt. Additionally, Eldorado received the benefit of the debt, which formerly represented the membership capital account of Huerta and Go Global, as they were enabled to use those capital funds for their own benefit, without providing any benefit to Huerta and Go Global.

B. Factual Allegations Regarding Nanyah and Eldorado Hills

14. At the request of Sigmund Rogich, Huerta sought other investors on behalf of Eldorado.

15. Subsequently and in the years 2006 and 2007, Plaintiffs, Robert Ray and Nanyah collectively invested \$1,783,561.60 (with Nanyah’s portion being \$1,500,000), collectively, in Eldorado, and were entitled to their respective membership interests.

1 16. At the time of the sale of Huerta and Go Global's interest in Eldorado on October 30,
2 2008, Rogich was expressly made aware of the claims of Ray and Nanyah, and that they had invested
3 in Eldorado.

4 17. While Ray's interests in Eldorado are believed to have been preserved, despite contrary
5 representation by Sigmund Rogich. Nanyah never received an interest in Eldorado while Eldorado
6 retained the \$1,500,000.

7 18. That Nanyah is entitled to the return of the \$1,500,00 from Eldorado.

8 19. As a direct result of the actions of Defendants, Plaintiffs have been damaged in an
9 amount in excess of \$10,000.
10

11 **FIRST CLAIM FOR RELIEF**

12 **(Breach of Express Contract - As Alleged by Huerta and Go Global Against Rogich)**

13 20. Plaintiffs repeat and reallege each and every allegation contained above, as though fully
14 set forth herein.

15 21. That on October 30, 2008 parties entered the Agreement regarding the sale of Huerta
16 and Go Global's interest in Eldorado with Rogich. Pursuant to the Agreement, Huerta and Go Global
17 would be repaid the debt. (Id. at Exhibit 1)
18

19 22. Plaintiffs have complied with all conditions precedent and fulfilled their duties under the
20 Agreement.

21 23. That Defendant Rogich materially breached the terms of the Agreement when he agreed
22 to remit payment from any profits paid from Eldorado, yet transferred his interest in Eldorado for no
23 consideration to TEDL, LLC. This had the net effect of allowing Rogich to keep Huerta's
24 \$2,747,729.50 in capital, and not repay that same amount which had converted to a non-interest bearing
25 debt.
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1 24. Huerta and Go Global reasonably relied on the representations of the Defendant, Rogich
2 in that they would honor the terms of the Agreement, all to their detriment.

3 25. As a direct result of the actions of Defendants, Plaintiffs have been damaged in an
4 amount in excess of \$10,000.

5 26. It has become necessary for Huerta and Go Global to engage the services of an attorney
6 to commence this action and is, therefore, entitled to reasonable attorney's fees and costs as damages
7 pursuant to the Agreement.
8

9 **SECOND CLAIM FOR RELIEF**

10 **(Breach of Covenant of Good Faith and Fair Dealing - As Alleged by Huerta and Go Global**
11 **Against Rogich)**

12 27. Plaintiffs repeat and reallege each and every allegation contained above, as though fully
13 set forth herein.

14 28. That the parties herein agreed to uphold certain obligations pursuant to their Agreement;
15 specifically, Defendant agreed to reasonably uphold the terms the Agreement by remitting the requisite
16 payments required and reasonably maintaining the membership interest to consummate the terms of the
17 Agreement.
18

19 29. Rogich never provided verbal or written notice of his intentions to transfer the interests
20 held in Eldorado, and this fact was not discovered until other parties filed suit against Eldorado and
21 Rogich for other similar conduct.

22 30. That in every agreement there exists a covenant of good faith and fair dealing.

23 31. That each party agreed to uphold the terms of the Agreement upon execution of the
24 Agreement and as a result agreed to perform certain duties.

25 32. That Defendant, Rogich has failed to maintain the obligations which he agreed upon as
26 memorialized herein and in the Agreement as described herein and thereby failed to act in good faith
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1 and has also failed to deal fairly in regards to upholding his defined duties under the Agreement.

2 33. As a direct result of the actions of Defendants, Plaintiffs have been damaged in an
3 amount in excess of \$10,000.

4 34. It has become necessary for Huerta and Go Global to engage the services of an attorney
5 to commence this action and is, therefore, entitled to reasonable attorney's fees and costs as damages
6 pursuant to the Agreement.

7 **THIRD CLAIM FOR RELIEF**

8 **(Negligent Misrepresentation - As Alleged by Huerta and Go Global Against Rogich)**

9 35. Plaintiffs repeat and reallege each and every allegation contained above, as though fully
10 set forth herein.

11 36. That Huerta and Go Global had an interest in Eldorado that was purchased by Rogich.

12 37. Rogich represented at the time of the Agreement that he would remit payment to Huerta
13 and Go Global as required, yet knew or reasonably intended to transfer the acquired interest to TELD,
14 LLC; and furthermore knew that the representations made by him in the Agreement were in fact false
15 with regard to tendering repayment or reasonably preserving the acquired interest so he could repay the
16 debt in the future.

17 38. That these representations were made knowingly, willfully and with the intention that
18 Huerta and Go Global would be induced to act accordingly and execute the Agreement.

19 39. Huerta and Go Global reasonably and justifiably relied on the representations of Rogich
20 all to their detriment.

21 40. As a direct result of the actions of Defendants, Plaintiffs have been damaged in an
22 amount in excess of \$10,000.

23 41. It has become necessary for Huerta and Go Global to engage the services of an attorney
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1 to commence this action and is, therefore, entitled to reasonable attorney's fees and costs as damages.

2 **FOURTH CLAIM FOR RELIEF**

3 **(Unjust Enrichment - As Alleged by Nanyah Against Eldorado)**

4 44. Plaintiffs repeat and reallege each and every allegation contained above, as though fully
5 set forth herein.

6 45. That Nanyah intended to invest \$1,500,000 into Eldorado as a capital investment for the
7 benefit of that company, which represented a benefit to Eldorado.

8 46. Eldorado accepted the benefit of the monies provided by Nanyah.

9 47. That Rogich represented on or about October, 2008, that Nanyah's interest in the
10 company would be purchased.

11 48. Unknown to Nanyah, Rogich and Eldorado decided afterwards that they were not going
12 to repay Nanyah or buy out their equity interest. However during this same time other persons who
13 held an equity interest were repaid, such as Eric Reitz.

14 49. Therefore Eldorado sometime following October 2008 made a decision to decline to
15 repay or purchase Nanyah supposed interest and has to the present kept their \$1,500,000. That Nanyah
16 believed during same time that they had an equity interest in Eldorado, and it was not until sometime in
17 2012 when Rogich represented that he had no interest in Eldorado and testified that TELD, LLC was
18 the 100% interest holder in Eldorado; that Nanyah reasonably believed that they were not going to
19 receive any benefit for the \$1,500,000.

20 50. That Eldorado has been unjustly enriched in the amount of \$1,500,000.

21 51. As a direct result of the actions of Defendants, Plaintiffs have been damaged in an
22 amount in excess of \$10,000.

23 52. It has become necessary for Nanyah to engage the services of an attorney to commence
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1 this action and are, therefore, entitled to reasonable attorney's fees and costs as damages.

2 WHEREFORE Plaintiffs pray for judgment against Defendant(s), and each of them, as follows:

3 1. For compensatory damages in an amount in excess of \$10,000.00 subject to proof at
4 time of trial;

5 2. For prejudgment interest;

6 3. For reasonable attorney's fees and costs incurred herein; and

7 4. For such other and further relief as the court deems just and proper.
8

9 Dated this 21st day of October, 2013.

10 McDONALD LAW OFFICES, PLLC
11

12 By: /s/ Brandon B. McDonald, Esq.
13 Brandon B. McDonald, Esq.
14 Nevada Bar No.: 11206
15 2505 Anthem Village Drive, Ste. E-474
16 Henderson, NV 89052
17 Attorneys for Plaintiffs
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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I hereby certify that on this 21st day of October, 2013, service of the foregoing **FIRST AMENDED COMPLAINT** was made by depositing a true and correct copy of the same for regular mailing at Las Vegas, Nevada, first class postage fully prepaid, addressed to:

Samuel S. Lionel, Esq.
Steven C. Anderson, Esq.
LIONEL SAWYER & COLLINS
300 South Fourth Street, 17th Floor
Las Vegas, NV 89101
Attorneys for Defendant/Counterclaimant,
Eldorado Hills, LLC and Sig Rogich

/s/ Eric Tucker
An employee of McDonald Law Offices, PLLC

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EXHIBIT 1

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement") made and entered into effective the 30th day of October, 2008, by and among Go Global, Inc. ("Go Global"), Carlos Huerta ("Carlos") ("Seller") and The Rogich Family Irrevocable Trust ("Buyer") with respect to the following facts and circumstances:

RECITALS:

A. Seller owns a Membership Interest ("Membership Interest") in Eldorado Hills, LLC (the "Company") equal to or greater than thirty-five percent (35%) and which may be as high as forty-nine and forty-four one hundredths (49.44%) of the total ownership interests in the Company. Such interest, as well as the ownership interest currently held by Buyer, may be subject to certain potential claims of those entities set forth and attached hereto in Exhibit "A" and incorporated herein by this reference ("Potential Claimants"). Buyer intends to negotiate such claims with Seller's assistance so that such claimants confirm or convert the amounts set forth beside the name of each of said claimants into non-interest bearing debt, or an equity percentage to be determined by Buyer after consultation with Seller as desired by Seller, with no capital calls for monthly payments, and a distribution in respect of their claims in amounts from the one-third ($1/3^{rd}$) ownership interest in the Company retained by Buyer.

B. Seller desires to sell, and Buyer desires to purchase, all of Seller's Membership Interest, subject to the Potential Claimants and pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and representations hereinafter contained, and subject to the conditions hereinafter set forth, it is agreed as follows:

CH S.R

1. Sale and Transfer of Membership Interest. Subject to the terms and conditions set forth in this Agreement, Seller will transfer and convey the Membership Interest to Buyer, and Buyer will acquire the Membership Interest from Seller, upon payment of the consideration set forth herein at Closing.

2. Consideration. For and in consideration of Seller's transfer of the Membership Interest hereunder, Buyer agrees:

(a) Buyer shall owe Seller the sum of \$2,747,729.50 as non-interest bearing debt with, therefore, no capital calls for monthly payments. Said amount shall be payable to Seller from future distributions or proceeds (net of bank/debt owed payments and tax liabilities from such proceeds, if any) distributed to Buyer at the rate of 56.20% of such profits, as, when and if received by Buyer from the Company.

(b) As further consideration, Buyer agrees to indemnify Seller against the personal guaranty of Seller for the existing Company loan in the approximate currently outstanding amount of \$21,170,278.08, and further agrees to request the lender of such loan to release Seller from such guaranty (within one year);

(c) Furthermore, as an acknowledgment of the fact that Carlos will no longer be a manager of the Company after the Closing, Buyer shall also defend and indemnify Carlos from and against post-Closing Company activities.

3. Release of Interest. At Closing, upon payment of the Consideration required hereunder, Seller shall release and relinquish any and all right, title and interest which Seller now has or may ever have had in the Membership Interest and in any other interest (equity or debt) of the Company. Each Seller furthermore does hereby presently resign (or confirms resignation) from any and all positions in the Company as an officer, manager, employee and/or consultant. Additionally, Seller does hereby release the

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Company and its members, managers and officers from any and all liability to each Seller of whatever kind or nature, including without limitation any claims for debt or equity repayment (except to the extent of the Consideration referenced in Section 2 above) or for remuneration relative to past services as an officer, manager, employee, consultant or otherwise.

4. Representations of Seller. Subject to any potential claims of the Potential Claimants, Seller represents and warrants that (i) Seller is the owner, beneficially and of record, of the Membership Interest as described in Recital A above, free and clear of all liens, encumbrances, security agreements, equities, options, claims, charges, and restrictions, which ownership interest is not evidenced by a written Membership Certificate, (ii) all of the Membership Interest is validly issued in the name of Seller, fully paid and non-assessable, (iii) Seller has full power to transfer the Membership Interest to Buyer without obtaining the consent or approval of any other person or governmental authority, (iv) Seller has been offered complete and unhindered access to all financial records, business records, and business operations of the Company, (v) the decision to sell the Membership Interest on the terms and conditions of this Agreement were negotiated by the parties upon consideration of the concurrent transactions to be entered into among Buyer, Company and two new investors (referenced below in this Section 4) and Seller has been provided all information necessary to make an informed decision regarding the acceptance of the terms hereunder and has sought the advice of such counsel or investment advisors as Seller deemed appropriate, or elected not to do so and (vi) except as otherwise provided in this Agreement, Seller is not relying upon any representations made by Buyer or Company in entering the transaction contemplated hereby. Each Seller further represents and warrants being familiar with the concurrent transactions between each of the Company and Buyer, respectively, with each of TELD, LLC and Albert E. Flangas Revocable Living Trust dated July 22nd, 2005. The transaction documentation with respect thereto recites

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the current facts and circumstances giving rise to this Purchase Agreement and those concurrent transactions. Seller further represents and warrants the accuracy of the list (and dollar amounts) of Potential Claimants set forth in Exhibit "A" and agrees to indemnify and hold Buyer harmless from and against any additional claims, over-and-above the listed dollar amounts in Exhibit A and with respect to said claimants or respect to any other claimants (including without limitation Craig Dunlap and Eric Rietz), unless the claims of such other claimants asserts unilateral agreements with Buyer. The representations, warranties and covenants of Seller contained in this Agreement shall survive the Closing hereof and shall continue in full force and effect. Seller, however, will not be responsible to pay the Exhibit A Claimants their percentage or debt. This will be Buyer's obligation, moving forward and Buyer will also make sure that any ongoing company bills (utilities, security, and expenses attributed to maintaining the property) will not be Seller's obligation(s) from the date of closing, with Pete and Al, onward.

5. Further Assurances and Covenants.

(a) Each of the parties hereto shall, upon reasonable request, execute and deliver any additional document(s) and/or instrument(s) and take any and all actions that are deemed reasonably necessary or desirable by the requesting party to consummate the transaction contemplated hereby.

(b) Go Global and Carlos shall deliver all books and records (including checks and any other material of Company) to Buyer promptly after Closing.

6. Closing. The Closing ("Closing") of the transactions hereunder shall be consummated upon the execution of this Agreement and:

(a) The delivery by Seller to Buyer of the Assignment in the form attached hereto as Exhibit "B" and incorporated herein by this reference.

Off S.R.

(b) The delivery to said Seller by Buyer of the Consideration set forth hereunder.

(c) Closing shall take place effective the _____ day of October, 2008, or at such other time as the parties may agree.

(d) Seller and Buyer further represent and warrant that the representations, and indemnification and payment obligations made in this Agreement shall survive Closing.

7. Miscellaneous.

(a) Notices. Any and all notices or demands by any party hereto to any other party, required or desired to be given hereunder shall be in writing and shall be validly given or made if served personally, delivered by a nationally recognized overnight courier services or if deposited in the United States Mail, certified, return receipt requested, postage prepaid, addressed as follows:

If to Buyer: The Rogich Family Irrevocable Trust
3883 Howard Hughes Pkwy., #590
Las Vegas, NV 89169

If to Seller: Go Global, Inc.
3060 E. Post Road, #110
Las Vegas, Nevada 89120

Carlos Huerta
3060 E. Post Road, #110
Las Vegas, Nevada 89120

Any party hereto may change his or its address for the purpose of receiving notices or demands as hereinabove provided by a written notice given in the manner aforesaid to the other party(ies). All notices shall be as specific as reasonably necessary to enable the party receiving the same to respond thereto.

(b) Governing Law. The laws of the State of Nevada applicable to contracts made in that State, without giving effect to its conflict of law rules, shall govern the validity, construction, performance and effect of this Agreement.

(c) Consent to Jurisdiction. Each party hereto consents to the jurisdiction of the Courts of the State of Nevada in the event any action is brought to declaratory relief or enforcement of any of the terms and provisions of this Agreement.

(d) Attorneys' Fees. Unless otherwise specifically provided for herein, each party hereto shall bear its own attorneys' fees incurred in the negotiation and preparation of this Agreement and any related documents. In the event that any action or proceeding is instituted to interpret or enforce the terms and provisions of this Agreement, however, the prevailing party shall be entitled to its costs and attorneys' fees, in addition to any other relief it may obtain or to which it may be entitled.

(e) Interpretation. In the interpretation of this Agreement, the singular may be read as the plural, and vice versa, the neuter gender as the masculine or feminine, and vice versa, and the future tense as the past or present, and vice versa, all interchangeably as the context may require in order to fully effectuate the intent of the parties and the transactions contemplated herein. Syntax shall yield to the substance of the terms and provisions hereof. Paragraph headings are for convenience of reference only and shall not be used in the interpretation of the Agreement. Unless the context specifically states to the contrary, all examples itemized or listed herein are for illustrative purposes only, and the doctrine of inclusion unius exclusio alterius shall not be applied in interpreting this Agreement.

(f) Entire Agreement. This Agreement sets forth the entire understanding of the parties, and supersedes all previous agreements, negotiations, memoranda, and understandings, whether written or

CH J R

oral. In the event of any conflict between any exhibits or schedules attached hereto, this Agreement shall control.

(g) Modifications. This Agreement shall not be modified, amended or changed in any manner unless in writing executed by the parties hereto.

(h) Waivers. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver, and no waiver shall be binding unless evidenced by an instrument in writing and executed by the party making the waiver.

(i) Invalidity. If any term, provision, covenant or condition of this Agreement, or any application thereof, should be held by a Court of competent jurisdiction to be invalid, void or unenforceable, that provision shall be deemed severable and all provisions, covenants, and conditions of this Agreement, and all applications thereof not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

(j) Binding Effect. This Agreement shall be binding on and inure to the benefit of the heirs, personal representatives, successors and permitted assigns of the parties hereto.

(k) Counterparts. This Agreement may be executed in multiple counterparts, including facsimile counterparts, which together shall constitute one and the same document.

(l) Negotiated Agreement. This is a negotiated Agreement. All parties have participated in its preparation. In the event of any dispute regarding its interpretation, it shall not be construed for or against any party based upon the grounds that the Agreement was prepared by any one of the parties.

CH S.R

(m) Arbitration. Any controversy, claim, dispute or interpretations which are in any way related to the Agreement that are not settled informally in mediation shall be resolved by arbitration, if both Buyer and Seller choose this option, administered by the American Arbitration Association under its Commercial Arbitration Rules, and the judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction of and shall be final and binding on all the parties. However, if both Buyer and Seller do not mutually choose to proceed with arbitration, then the traditional legal process will be the only alternative for the parties to pursue if mediation is ineffective. In the event of any controversy, claim, dispute or interpretation, the following procedures shall be employed:

(1) If the dispute cannot be settled informally through negotiations, the parties first agree, in good faith, to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to arbitration or some other dispute resolution procedure. The mediation shall take place in Las Vegas, Nevada within sixty (60) days of initiating the mediation.

(2) At any time after the mediation, any party shall offer a request for Arbitration in writing on the other party(ies) to this Agreement and a copy of the request shall be sent to the American Arbitration Association.

(3) The party upon whom the request is served shall file a response within thirty (30) days from the service of the request for Arbitration. The response shall be served upon the other party(ies) and a copy sent to the American Arbitration Association.

(4) If both parties agree to Arbitration, then within ten (10) days after the

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American Arbitration Association sends the list of proposed arbitrators, all parties to the arbitration shall select their arbitrator and communicate their selection to the American Arbitration Association.-

(5) Unless otherwise agreed in writing by all parties, the arbitration shall be held in Las Vegas, Nevada. The arbitration hearing shall be held within ninety 90 days after the appointment of the arbitrator if and when both Buyer and Seller are both in agreement with regard to Arbitration.

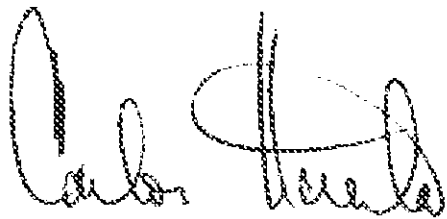
(6) The arbitrator is authorized to award to any party whose claims are sustained, such sums or other relief as the arbitrator shall deem proper and such award may include reasonable attorney's fees, professional fees and other costs expended to the prevailing party(ies) as determined by the arbitrator.

(n) Time of Essence. Time is of the essence of this Agreement and all of its provisions.

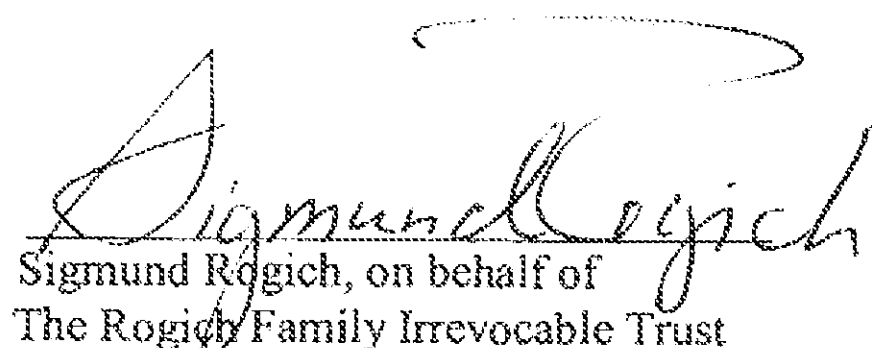
IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first above written.

"SELLER"

"BUYER"



Carlos Huerta, on behalf of Go Global, Inc.



Sigmund Rogich, on behalf of
The Rogich Family Irrevocable Trust

EXHIBIT "A"

Potential Claimants

1.	Eddyline Investments, LLC (potential investor or debtor)	\$50,000.00
2.	Ray Family Trust (potential investor or debtor)	\$283,561.60
3.	Nanyah Vegas, LLC (through Canamex Nevada, LLC)	\$1,500,000.00
4.	Antonio Nevada, LLC/Jacob Feingold	\$3,360,000.00

4

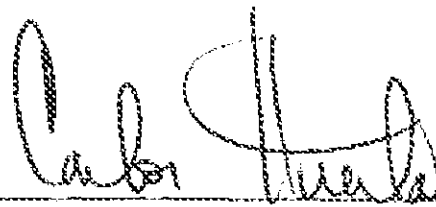
EXHIBIT "B"

Assignment

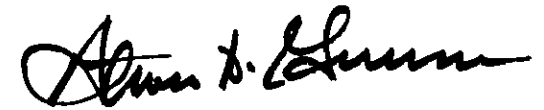
ASSIGNMENT

FOR VALUE RECEIVED, each of the undersigned hereby assigns and transfers unto The Rogich Family Irrevocable Trust ("Buyer"), all of the right, title and interest, if any, which the undersigned owns in and to Eldorado Hills, LLC, a Nevada limited-liability company (the "Company") and do hereby irrevocably constitute and appoint any individual designated by any officer or manager of the Company as attorney to each of the undersigned to transfer said interest(s) on the books of the Company, with full power of substitution in the premises.

DATED as of the 30 day of October, 2008.



Carlos Huerta, individually and on behalf of Go Global, Inc. as to any interest of either of them in and to the Company



CLERK OF THE COURT

Samuel S. Lionel, NV Bar No. 1766
slionel@lionelsawyer.com
Steven C. Anderson, NV Bar No. 11901
sanderson@lionelsawyer.com
LIONEL SAWYER & COLLINS
300 South Fourth Street, Suite 1700
Las Vegas, Nevada 89101
Tel: (702) -383-8884; (702) 383-8845 (Fax)

Attorneys for Defendants,
Sig Rogich aka Sigmund Rogich as Trustee
of The Rogich Family Irrevocable Trust;
Eldorado Hills, LLC, a Nevada limited liability
company

DISTRICT COURT

CLARK COUNTY, NEVADA

CARLOS A. HUERTA, an individual,
CARLOS A. HUERTA as Trustee of THE
ALEXANDER CHRISTOPHER TRUST, a
Trust established in Nevada as assignee of
interests of GO GLOBAL, INC., a Nevada
corporation NANYAH VEGAS, LLC, a
Nevada limited liability company;

Plaintiffs

v.

SIG ROGICH aka SIGMUND ROGICH as
Trustee of The Rogich, Family Irrevocable
Trust; ELDORADO HILLS, LLC, a Nevada
limited liability company; DOES 1-X, and or
ROE CORPORATIONS 1-X, inclusive

Defendants

ELDORADO HILLS, LLC, a Nevada limited
liability company

Defendant/Counterclaimants

v.

CARLOS A. HUERTA, an individual,
CARLOS A. HUERTA as Trustee of THE
ALEXANDER CHRISTOPHER TRUST, a
Trust established in Nevada as assignee of
interests of GO GLOBAL, INC., a Nevada
corporation

Plaintiffs/Counterdefendants

Case No. A-13-686303-C
Department: XXVII

**ANSWER TO FIRST AMENDED
COMPLAINT AND COUNTERCLAIM**

JURY DEMAND

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ANSWER TO FIRST AMENDED COMPLAINT

Defendants Sig Rogich, as Trustee of The Rogich Family Irrevocable Trust, and Eldorado Hills, LLC, answer the First Amended Complaint as follows:

1. Admit the allegations in Paragraph 1.
2. Allege they are without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 2.
3. Allege they are without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 3.
4. Admit the allegations in Paragraph 4.
5. Admit the allegations in Paragraph 5.
6. Allege they are without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 6.
7. Allege they are without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 7.
8. Admit that the principal asset of Eldorado is real property located in Clark County, Nevada and deny all other allegations in Paragraph 8.
9. Deny the allegations in Paragraph 9.
10. Allege Exhibit 1 speaks for itself and deny any allegation in Paragraph 10 inconsistent therewith.
11. Allege Exhibit 1 speaks for itself and deny any allegation in Paragraph 11 inconsistent therewith.
12. Admit the allegations in the first sentence of Paragraph 12 and deny the allegations in the second sentence of said Paragraph.
13. Deny the allegations in Paragraph 13.
14. Deny the allegations in Paragraph 14.
15. Deny the allegations in Paragraph 15.
16. Admit the allegations in Paragraph 16.

1 17. Answering Paragraph 17, admit that Ray has an interest in Eldorado, deny any
2 alleged representations of Rogich, admit Nanyah never received an interest in Eldorado and deny
3 Eldorado retained the \$1,500,000.

4 18. Deny the allegations in Paragraph 18.

5 19. Deny the allegations in Paragraph 19.

6 20. Defendants repeat and reallege their answers to the allegations in Paragraph 1
7 through Paragraph 19.

8 21. Allege Exhibit 1 speaks for itself and deny any allegation in Paragraph 21
9 inconsistent therewith.

10 22. Deny the allegations in Paragraph 22 and allege that Plaintiffs have failed to
11 perform their duties as set forth in Purchase Agreement.

12 23. Admit the transfer of Defendant Rogich's interest in Eldorado as alleged in
13 Paragraph 23 and deny the other allegations in said paragraph.

14 24. Deny the allegations in Paragraph 24 and specifically deny that the alleged
15 representation was made.

16 25. Deny the allegations in Paragraph 25.

17 26. Deny the allegations in Paragraph 26 and allege that Defendants have retained
18 attorneys to defend this action and pursuant to Paragraph 6(d) of the Purchase Agreement, and
19 they are entitled to their costs and reasonable attorneys fees for their services herein.

20 27. Defendants repeat and reallege their answers to the allegations in paragraphs 1
21 through 26.

22 28. Allege Exhibit 1 speaks for itself and deny any allegation in Paragraph 28
23 inconsistent therewith.

24 29. Deny the allegations in Paragraph 29.

25 30. Admit the allegations in Paragraph 30.

26 31. Allege Exhibit 1 speaks for itself and deny any allegations in Paragraph 31
27 inconsistent therewith.

28 32. Deny the allegations in Paragraph 32.

- 1 33. Deny the allegations in Paragraph 33.
- 2 34. Deny the allegations in Paragraph 34 and allege that Defendants have retained
3 attorneys to defend this action and pursuant to Paragraph 6(d) of the Purchase Agreement, and
4 they are entitled to their costs and reasonable attorneys fees for their services herein.
- 5 35. Defendants repeat and reallege their answers to the allegations in Paragraphs 1
6 through 34.
- 7 36. Deny the allegations in Paragraph 36.
- 8 37. Deny the allegations in Paragraph 37 and specifically deny the alleged
9 representation was made.
- 10 38. Deny the allegations in Paragraph 38 and specifically deny the alleged
11 representations were made.
- 12 39. Deny the allegations in Paragraph 39 and specifically deny the alleged
13 representations were made.
- 14 40. Deny the allegations in Paragraph 40.
- 15 41. Deny the allegations in Paragraph 41 and allege that Defendants have retained
16 attorneys to defend this action and pursuant to Paragraph 6(d) of the Purchase Agreement, and
17 they are entitled to their costs and reasonable attorneys fees for their services herein.
- 18 42. There is no paragraph 42.
- 19 43. There is no paragraph 43.
- 20 44. Defendants repeat and reallege their answers to Paragraph 1 through 41. There
21 are no paragraphs 42 and 43.
- 22 45. Allege they are without knowledge or information sufficient to form a belief as to
23 the truth of the allegations in Paragraph 45.
- 24 46. Deny the allegations in Paragraph 46.
- 25 47. Deny the allegations in Paragraph 47.
- 26 48. Admit that Eric Reitz was repaid his investment as alleged in Paragraph 48 and
27 deny the other allegations in said paragraph.
- 28 49. Deny the allegations in Paragraph 49.

1 50. Deny the allegations in Paragraph 50.

2 51. Deny the allegations in Paragraph 51.

3 52. Deny the allegations in Paragraph 52 and allege that Defendants have retained
4 attorneys to defend this action and pursuant to Paragraph 6(d) of The Purchase Agreement, and
5 they are entitled to their costs and reasonable attorney's fees.

6 **AFFIRMATIVE DEFENSES**

7 **First Affirmative Defense**

8 The First Amended Complaint fails to state a claim against either Defendant upon which
9 relief can be granted.

10 **Second Affirmative Defense**

11 (Failure to Exhaust)

12 Plaintiffs have failed to exhaust their contract remedies.

13 **Third Affirmative Defense**

14 (Misjoinder)

15 There is a misjoinder of claims.

16 **Fourth Affirmative Defense**

17 (Release)

18 Plaintiffs' have released Defendants from any and all liability to Plaintiffs.

19 **Fifth Affirmative Defense**

20 (Release)

21 Plaintiffs' have released Defendants with respect to any purported representations in
22 connection with the Purchase Agreement.

23 **Sixth Affirmative Defense**

24 (Limitations)

25 Plaintiffs' purported claims are barred by applicable statutes of limitations,
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Seventh Affirmative Defense

(Waiver)

Plaintiffs' purported claims are barred by the doctrine of waiver.

Eighth Affirmative Defense

(Estoppel)

Plaintiffs' purported claims are barred by the doctrine of estoppel.

Ninth Affirmative Defense

(No Injury)

Plaintiffs' purported claims are barred because Plaintiffs' have not sustained any cognizable injury.

Tenth Affirmative Defense

(Lack of Control)

Plaintiffs' purported claims are barred because of actions not within the control of Defendants.

Eleventh Affirmative Defense

(Good Faith)

Plaintiffs' purported claims are barred because Defendants at all times acted in good faith and did not, directly or indirectly, induce any act or acts constituting a cause of action arising under any law.

Twelfth Affirmative Defense

(Speculative)

Plaintiffs' damage claims are barred because they are speculative in nature and/or not otherwise recoverable under the law.

Thirteenth Affirmative Defense

(Risks)

Plaintiffs' purported claims are barred because Plaintiffs knew or should have known the risks associated with the Purchase Agreement.

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Fourteenth Affirmative Defense

(Acquiescence)

Plaintiffs' purported claims are barred because Plaintiffs acquiesced in Defendants' transfer to Teld, LLC.

Fifteenth Affirmative Defense

(No Violation)

Plaintiffs' alleged claims for damages, based on the Purchase Agreement, cannot be regarded as a violation of the implied covenant of good faith and fair dealing.

Sixteenth Affirmative Defense

(No Violation)

Plaintiffs' alleged claims are not violations of the implied covenant of good faith and fair dealing.

Seventeenth Affirmative Defense

(Good Faith)

Defendants at all relevant times acted in good faith.

Eighteenth Affirmative Defense

(Fair Dealing)

Defendants at all relevant times dealt fairly.

Nineteenth Affirmative Defense

(No Breach)

Defendants did not breach the implied covenant of good faith and fair dealing.

Twentieth Affirmative Defense

(No Breach)

Defendants did not breach any provision of the Purchase Agreement.

Twenty First Affirmative Defense

(Good Faith Presumptions)

Defendants are entitled to the presumption that they acted in good faith.

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Twenty Second Affirmative Defense

(No Malice)

Defendant Rogich's transfer of the Eldorado interests to Teld, LLC was not malicious.

Twenty Third Affirmative Defense

(Good Faith Transfers)

Defendant Rogich's transfer of the Eldorado interests to Teld, LLC was in good faith.

Twenty Fourth Affirmative Defense

(Good Faith Transfers)

Defendant Rogich's transfer of the Eldorado interests did not deliberately contravene the intention and spirit of the Purchase Agreement.

Twenty Fifth Affirmative Defense

(Statute of Frauds)

Plaintiffs claims are barred by the Statute of Frauds.

Twenty-Sixth Affirmative Defense

(Good Faith Transfers)

Defendant Rogich did not purposefully and/or intentionally transfer the Eldorado interests to Teld, LLC to prevent Plaintiffs from possibly obtaining income in the event Eldorado ever made distributions to Rogich.

Twenty-Seventh Affirmative Defense

(Basis for Transfer)

Defendant Rogich had a reasonable basis for transferring the Eldorado interests to Teld, LLC.

Twenty-Eighth Affirmative Defense

(Charter Revocation)

Nanyah Vegas, LLC's charter has been revoked and its right to transact business forfeited. It had no right to commence this action or to maintain it.

1 Twenty-Ninth Affirmative Defense

2 (Plaintiffs' Conduct)

3 1. At the time Nanyah Vegas, LLC ("Nanyah") alleges it made a \$1,500,000
4 investment in Eldorado, Plaintiff, Carlos Huerta, an individual, ("Huerta") was a managing
5 member of Eldorado. He was then, upon information and belief, the President and sole
6 shareholder of Go Global, Inc. (a Plaintiff herein sub nomine The Alexander Christopher Trust,
7 its assignee of its interests) ("Go Global"), who was then the manager of Canamex Nevada, LLC
8 ("Canamex").

9 2. Upon information and belief, Huerta deposited Nanyah's \$1,500,000 Investment
10 into a Canamex bank account which Huerta then withdrew and deposited in an Eldorado bank
11 account, withdrew it, and transferred it to an Eldorado money market account, withdrew it and
12 wrote a check for \$1,420,000 to Go Global from the account and classified it as a consulting fee.

13 3. Huerta's and Go Global's conduct was wrongful. Eldorado was not unjustly
14 enriched.

15 Thirtieth Affirmative Defense


16 (Reserve All Rights)

17 Defendants hereby reserve and assert all affirmative defenses available under any federal
18 law and under any available state law. Defendants presently have insufficient knowledge or
19 information upon which to form a belief as to whether they may have other, as yet unstated
20 affirmative defenses available. Therefore, Defendants reserve the right to assert additional
21 affirmative defenses in the event that discovery indicates it would be appropriate.

22 WHEREAS, Defendants demand that the First Amended Complaint be dismissed and
23 reasonable attorneys fees be awarded to Defendants.

LIONEL SAWYER & COLLINS

By:


Samuel S. Lionel
Nevada Bar No. 1766
Steven Anderson.
Nevada Bar No. 11901
300 South Fourth Street, Suite 1700
Las Vegas, Nevada 89101

*Attorneys for Defendants, Sig Rogich aka Sigmund Rogich
as Trustee of The Rogich Family Irrevocable Trust;
Eldorado Hills, LLC.*

COUNTERCLAIM

Defendant/Counterclaimant Eldorado Hills, LLC ("Eldorado") for its Counterclaim against Plaintiffs/Counterdefendants Carlos A. Huerta, an individual ("Huerta"), Carlos A. Huerta, as Trustee of the Alexander Christopher Trust, as assignee of interests of Go Global, Inc., a Nevada corporation ("Go Global"), alleges as follows:

1. Plaintiff Nanyah Vegas, LLC ("Nanyah") alleges in the Fourth Claim for Relief that Eldorado was unjustly enriched in the amount of \$1,500,000 and is entitled to recover said amount together with reasonable attorneys fees and costs.

2. Defendant Eldorado has alleged in the Twenty-Ninth Affirmative Defense that it was not unjustly enriched and Counterclaimants Huerta and Go Global have taken Nanyah's money.

3. Therefore, under general equitable principles and rules of law governing this action, Eldorado is entitled to indemnity from Counterdefendants if it is determined for any reason that Eldorado has been unjustly enriched to any extent, including reasonable attorneys' fees and costs.

WHEREFORE Counterclaimant Eldorado demands equitable relief from Counterdefendants as set forth in the proceeding paragraph.

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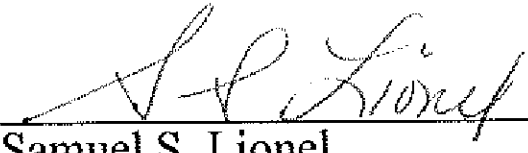
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JURY DEMAND

Defendants hereby demand a trial by jury on all claims and issues so triable.

LIONEL SAWYER & COLLINS

By:



Samuel S. Lionel
Nevada Bar No. 1766
Steven Anderson.
Nevada Bar No. 11901
300 South Fourth Street, Suite 1700
Las Vegas, Nevada 89101

*Attorneys for Defendant/Counterclaimant
Eldorado Hills, LLC*


CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 8th day of November, 2013, I mailed a true and correct copy of the ANSWER TO FIRST AMENDED COMPLAINT AND COUNTERCLAIM via U.S. Mail, postage prepaid to the following parties at their last known address:

Brandon McDonald, Esq.
McDonald Law Offices, PLLC
2505 Anthem Village Drive
Suite E-474
Henderson, NV 89052
Attorneys for Plaintiff



An Employee of Lionel Sawyer & Collins



CLERK OF THE COURT

1 **NOEJ**
2 Samuel S. Lionel, NV Bar No. 1766
3 *slionel@lionelsawyer.com*
4 Steven C. Anderson, NV Bar No. 11901
5 *sanderson@lionelsawyer.com*
6 **LIONEL SAWYER & COLLINS**
300 South Fourth Street, 17th Floor
Las Vegas, Nevada 89101
Telephone: (702) 383-8884
Fax: (702) 383-8845
Attorneys for Defendant

7
8 **DISTRICT COURT**
9 **CLARK COUNTY, NEVADA**

10 CARLOS A. HUERTA, an individual;
11 CARLOS A. HUERTA as Trustee of THE
12 ALEXANDER CHRISTOPHER TRUST, a
Trust established in Nevada as assignee of
interests of GO GLOBAL, INC., a Nevada
13 corporation; NANYAH VEGAS, LLC, a
Nevada limited liability company,

14 **Plaintiffs,**

15 v.

16 SIG ROGICH aka SIGMUND ROGICH as
17 Trustee of The Rogich Family Irrevocable
Trust; ELDORADO HILLS, LLC, a Nevada
18 limited liability company; DOES I-X; and/or
ROE CORPORATIONS I-X, inclusive

19 **Defendants.**

20
21 **AND RELATED CLAIMS**

Case No. A-13-686303-C

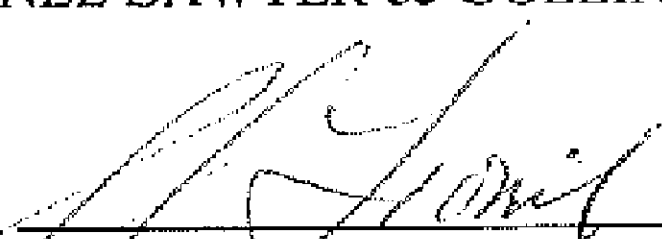
Dept. XXVII

NOTICE OF ENTRY OF ORDER

22 Notice is hereby given that the attached **ORDER GRANTING PARTIAL SUMMARY**
23 **JUDGMENT**, was entered by this court on September 25, 2014.

24 Dated: October 1, 2014

LIONEL SAWYER & COLLINS

25
26 By: 
27 Samuel S. Lionel
Attorneys for Defendant

CERTIFICATE OF SERVICE

Pursuant to Nevada Rule of Civil Procedure 5(b), I hereby certify that I am an employee of LIONEL SAWYER & COLLINS and that on this 1st day of October 2014, I caused the document **NOTICE OF ENTRY OF ORDER** to be served as follows:

☒ by depositing same for mailing in the United States Mail, in a sealed envelope addressed to:

Brandon B. McDonald, Esq.
McDonald Law Offices, PLLC
2505 Anthem Village Drive
Suite E-474
Henderson, Nevada 89052

Attorney for Plaintiffs

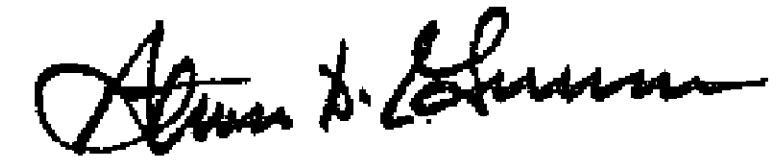
☐ pursuant to Nev. R. Civ. P. 5(b)(2)(D) to be sent via facsimile as indicated:

☐ to be hand delivered to:

and/or

☒ by the Court's ECF System through Wiznet.


An employee of Lionel Sawyer & Collins



CLERK OF THE COURT

ORD
Samuel S. Lionel, NV Bar No. 1766
slionel@lionelsawyer.com
LIONEL SAWYER & COLLINS
300 South Fourth Street, 17th Floor
Las Vegas, Nevada 89101
Telephone: (702) 383-8884
Fax: (702) 383-8845
Attorneys for Defendant
Eldorado Hills, LLC

DISTRICT COURT
CLARK COUNTY, NEVADA

CARLOS A. HUERTA, an individual;
CARLOS A. HUERTA as Trustee of THE
ALEXANDER CHRISTOPHER TRUST, a
Trust established in Nevada as assignee of
interests of GO GLOBAL, INC., a Nevada
corporation; NANYAH VEGAS, LLC, a
Nevada limited liability company,

Plaintiffs,

v.

SIG ROGICH aka SIGMUND ROGICH as
Trustee of The Rogich Family Irrevocable
Trust; ELDORADO HILLS, LLC, a Nevada
limited liability company; DOES I-X; and/or
ROE CORPORATIONS I-X, inclusive

Defendants.

AND RELATED CLAIMS

Case No. A-13-686303-C
Dept. XXVII

ORDER GRANTING PARTIAL
SUMMARY JUDGMENT

ORDER GRANTING PARTIAL SUMMARY JUDGMENT

The Defendants Eldorado Hills, LLC ("Eldorado") having filed a Motion for Partial Summary Judgment and Plaintiff, Nanyah Vegas, LLC ("Nanyah"), having filed a Countermotion for Partial Summary Judgment and the parties having duly filed Memorandums of Points and Authorities in support of their respective motions and oppositions and the Court having heard oral argument on September 11, 2014 and good cause appearing, the court finds the undisputed material fact is and makes the legal determinations as follows:

1 UNDISPUTED MATERIAL FACTS

- 2 1. Nanyah alleged that he invested \$1,500,000 for a membership interest in Eldorado
3 which he intended to be a capital investment and that he did not receive an
4 interest in Eldorado .
5 2. There is no evidence that Nanyah made an investment directly into Eldorado.
6 3. There was no privity between Nanyah and Eldorado.

7 LEGAL DETERMINATIONS

- 8 1. Nanyah's claim for unjust enrichment, if any, arose at the time of its alleged
9 investment.
10 2. The applicable statutes of limitations are NRS 11.190(2) and NRS 11:220.
11 3. Nanyah's alleged claim of unjust enrichment cannot be maintained and is barred
12 by the statutes of limitations.

13 WHEREFORE IT IS ORDERED that Defendant Nanyah Vegas, LLC's Countermotion is
14 denied without prejudice; and

15 IT IS FURTHER ORDERED that the Defendant Eldorado Hills, LLC's Motion for
16 Partial Summary Judgment against Defendant Nanyah Vegas, LLC, be and it is hereby granted.

17 DATED this 25 day of September, 2014.

18
19 Nanyah
20 DISTRICT COURT JUDGE
21 AS

22 SUBMITTED:
23 LIONEL SAWYER & COLLINS

APPROVED
McDonald Law Offices, PLC

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27 Las Vegas, NV 89101
Attorneys for Defendant
Eldorado Hills, LLC

By: Brandon McDonald
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Attorney for Plaintiffs

1 UNDISPUTED MATERIAL FACTS

- 2 1. Nanyah alleged that he invested \$1,500,000 for a membership interest in Eldorado
3 which he intended to be a capital investment and that he did not receive an
4 interest in Eldorado .
5 2. There is no evidence that Nanyah made an investment directly into Eldorado.
6 3. There was no privity between Nanyah and Eldorado.

7 LEGAL DETERMINATIONS

- 8 1. Nanyah's claim for unjust enrichment, if any, arose at the time of its alleged
9 investment.
10 2. The applicable statutes of limitations are NRS 11.190(2) and NRS 11:220.
11 3. Nanyah's alleged claim of unjust enrichment cannot be maintained and is barred
12 by the statutes of limitations.


13 WHEREFORE IT IS ORDERED that Defendant Nanyah Vegas, LLC's Countermotion is
14 denied without prejudice; and

15 IT IS FURTHER ORDERED that the Defendant Eldorado Hills, LLC's Motion for
16 Partial Summary Judgment against Defendant Nanyah Vegas, LLC, be and it is hereby granted.


17 DATED this ____ day of September, 2014.
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20 DISTRICT COURT JUDGE

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