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**IN THE SUPREME COURT OF THE  
STATE OF NEVADA**

NANYAH VEGAS, LLC, a Nevada limited  
liability company;

Appellant,

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,

Respondents.

Case No.: 66823

District Court Case No.: A-15-00050  
Dept. No.: XXVII

Electronically Filed  
Mar 30 2015 11:43 a.m.  
Tracie K. Lindeman  
Clerk of Supreme Court

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**APPELLANTS' OPENING BRIEF – APPENDIX VOLUME I**

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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) 992-0569  
Attorneys for Appellant

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3	043	11/08/13	Answer to First Amended Complaint and Counterclaim with Jury Demand
4	055	2/20/14	Answer to Counterclaim
5	059	9/16/14	Amended Answer to First Amended Complaint and Counterclaim with Jury Demand
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## CIVIL COVER SHEET A - 13 - 686303 - C

Clark County, Nevada

XXVII

Case No. \_\_\_\_\_

(Assigned by Clerk's Office)

**I. Party Information**

Plaintiff(s) (name/address/phone): Carlos Huerta, Robert Ray and Nanyah Vegas, LLC c/o Brandon B. McDonald, Esq.

Defendant(s) (name/address/phone): Sig Rogich and Eldorado Hills

Attorney (name/address/phone):

Brandon B. McDonald, Esq., 2505 Anthem Village Dr., Ste. E-474, Henderson, NV 89052, (702) 385-7411

Attorney (name/address/phone):

unknown

**II. Nature of Controversy** (Please check applicable bold category and applicable subcategory, if appropriate)☐ **Arbitration Requested****Civil Cases**

Real Property	Torts	
<input type="checkbox"/> <b>Landlord/Tenant</b> <input type="checkbox"/> Unlawful Detainer <input type="checkbox"/> <b>Title to Property</b> <input type="checkbox"/> Foreclosure <input type="checkbox"/> Liens <input type="checkbox"/> Quiet Title <input type="checkbox"/> Specific Performance <input type="checkbox"/> <b>Condemnation/Eminent Domain</b> <input type="checkbox"/> <b>Other Real Property</b> <input type="checkbox"/> Partition <input type="checkbox"/> Planning/Zoning	<b>Negligence</b> <input type="checkbox"/> <b>Negligence – Auto</b> <input type="checkbox"/> <b>Negligence – Medical/Dental</b> <input type="checkbox"/> <b>Negligence – Premises Liability</b> (Slip/Fall) <input type="checkbox"/> <b>Negligence – Other</b>	<input type="checkbox"/> <b>Product Liability</b> <input type="checkbox"/> Product Liability/Motor Vehicle <input type="checkbox"/> Other Torts/Product Liability <input type="checkbox"/> <b>Intentional Misconduct</b> <input type="checkbox"/> Torts/Defamation (Libel/Slander) <input type="checkbox"/> Interfere with Contract Rights <input type="checkbox"/> <b>Employment Torts</b> (Wrongful termination) <input type="checkbox"/> <b>Other Torts</b> <input type="checkbox"/> Anti-trust <input type="checkbox"/> Fraud/Misrepresentation <input type="checkbox"/> Insurance <input type="checkbox"/> Legal Tort <input type="checkbox"/> Unfair Competition
Probate	Other Civil Filing Types	
<input type="checkbox"/> <b>Summary Administration</b> <input type="checkbox"/> <b>General Administration</b> <input type="checkbox"/> <b>Special Administration</b> <input type="checkbox"/> <b>Set Aside Estates</b> <input type="checkbox"/> <b>Trust/Conservatorships</b> <input type="checkbox"/> Individual Trustee <input type="checkbox"/> Corporate Trustee <input type="checkbox"/> <b>Other Probate</b>	<input type="checkbox"/> <b>Construction Defect</b> <input type="checkbox"/> Chapter 40 <input type="checkbox"/> General <input checked="" type="checkbox"/> <b>Breach of Contract</b> <input type="checkbox"/> Building & Construction <input type="checkbox"/> Insurance Carrier <input type="checkbox"/> Commercial Instrument <input checked="" type="checkbox"/> Other Contracts/Acct/Judgment <input type="checkbox"/> Collection of Actions <input type="checkbox"/> Employment Contract <input type="checkbox"/> Guarantee <input type="checkbox"/> Sale Contract <input type="checkbox"/> Uniform Commercial Code <input type="checkbox"/> <b>Civil Petition for Judicial Review</b> <input type="checkbox"/> Other Administrative Law <input type="checkbox"/> Department of Motor Vehicles <input type="checkbox"/> Worker's Compensation Appeal	<input type="checkbox"/> <b>Appeal from Lower Court</b> (also check applicable civil case box) <input type="checkbox"/> Transfer from Justice Court <input type="checkbox"/> Justice Court Civil Appeal <input type="checkbox"/> <b>Civil Writ</b> <input type="checkbox"/> Other Special Proceeding <input type="checkbox"/> <b>Other Civil Filing</b> <input type="checkbox"/> Compromise of Minor's Claim <input type="checkbox"/> Conversion of Property <input type="checkbox"/> Damage to Property <input type="checkbox"/> Employment Security <input type="checkbox"/> Enforcement of Judgment <input type="checkbox"/> Foreign Judgment – Civil <input type="checkbox"/> Other Personal Property <input type="checkbox"/> Recovery of Property <input type="checkbox"/> Stockholder Suit <input type="checkbox"/> Other Civil Matters

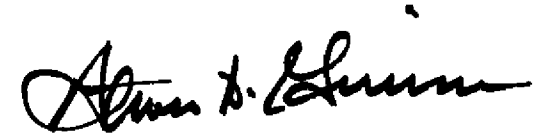
**III. Business Court Requested** (Please check applicable category; for Clark or Washoe Counties only.)

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> NRS Chapters 78-88   | <input type="checkbox"/> Investments (NRS 104 Art. 8)        | <input type="checkbox"/> Enhanced Case Mgmt/Business  |
| <input type="checkbox"/> Commodities (NRS 90) | <input type="checkbox"/> Deceptive Trade Practices (NRS 598) | <input type="checkbox"/> Other Business Court Matters |
| <input type="checkbox"/> Securities (NRS 90)  | <input type="checkbox"/> Trademarks (NRS 600A)               |   |

7/30/13

Date

Signature of initiating party or representative



CLERK OF THE COURT

**COMP**

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; ROBERT RAY as Trustee of the Ray Family Trust, a trust established in Nevada; 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

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

3. Plaintiff, ROBERT RAY (hereinafter referred to as “Ray”), is now, and was at all times relevant hereto the Trustee of the Ray Family Trust established in the State of Nevada.

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

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

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

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

## JURISDICTION

5. That the facts surrounding this matter occurred in Clark County, Nevada, the parties

1 reside and/or conduct business in Clark County; thus jurisdiction of this Court is proper.

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

4 **GENERAL ALLEGATIONS**

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

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

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

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

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

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

22 **B. Factual Allegations Regarding Ray, Nanyah and Eldorado Hills**

23 11. At the request of Sigmund Rogich, Huerta sought other investors on behalf of Eldorado.  
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12. Subsequently and in the years 2006 and 2007, Plaintiffs, Ray and Nanyah respectively invested \$1,783,561.60, collectively, in Eldorado, and were entitled to their respective membership interests.

13. At the time of the sale of Huerta and Go Global's interest in Eldorado on October 30, 2008, Rogich was expressly made aware of the claims of Ray and Nanyah.

14. Also as a result of the transfer of the Rogich's interest in Eldorado to TELD, LLC, Ray and Nanyah's interest or potential interest was eliminated, while Eldorado received the benefit of their investment of \$1,783,561.60.

15. That Ray and Nanyah are entitled to the return of the \$1,783,561.60 from Eldorado.

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

### FIRST CLAIM FOR RELIEF

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

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

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

16. Plaintiffs have complied with all conditions precedent and fulfilled their duties under the Agreement.

17. That Defendant Rogich materially breached the terms of the Agreement providing the consideration required under the terms of the Agreement and by knowingly transferring the purchased interest to a third-party which effectively negated the possible recovery of monies owed to Huerta and

1 Go Global.

2 19. Huerta and Go Global reasonably relied on the representations of the Defendant, Rogich  
3 in that they would honor the terms of the Agreement, all to their detriment.

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

6 21. It has become necessary for Huerta and Go Global to engage the services of an attorney  
7 to commence this action and is, therefore, entitled to reasonable attorney's fees and costs as damages  
8 pursuant to the Agreement.  
9

10 **SECOND CLAIM FOR RELIEF**

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

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

15 23. That the parties herein agreed to uphold certain obligations pursuant to their Agreement;  
16 specifically, Defendant agreed to reasonably uphold the terms the Agreement by remitting the requisite  
17 consideration and reasonably maintaining the membership interest to consummate the terms of the  
18 Agreement.  
19

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

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

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

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

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

5 **THIRD CLAIM FOR RELIEF**

6 **(Unjust Enrichment - As Alleged by Huerta and Go Global Against Eldorado)**

7 28. Plaintiffs repeat and reallege each and every allegation contained above, as though fully  
8 set forth herein.

9 29. That Huerta and Go Global formerly invested \$2,747,729.50 into Eldorado as a capital  
10 investment for the benefit of that company, which represented a benefit to Eldorado.

11 30. Eldorado accepted the benefit of the monies provided by Huerta and Go Global.

12 31. That Huerta and Go Global have not received any consideration for the use of those  
13 funds.  
14

15 32. That in equity and good conscience the \$2,747,729.50 provided by Huerta and Go  
16 Global does not belong to Eldorado and said amount should be returned.

17 33. Eldorado has been unjustly enriched in the amount of \$2,747,729.50.

18 34. As a direct result of the actions of Defendants, Plaintiffs have been damaged in an  
19 amount in excess of \$10,000.  
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21 35. It has become necessary for Huerta and Go Global to engage the services of an attorney  
22 to commence this action and is, therefore, entitled to reasonable attorney's fees and costs as damages.  
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24 **FOURTH CLAIM FOR RELIEF**

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

26 36. Plaintiffs repeat and reallege each and every allegation contained above, as though fully  
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1 set forth herein.

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

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

8 39. That these representations were made knowingly, willfully and with the intention that  
9 Huerta and Go Global would be induced to act accordingly and execute the Agreement.  
10

11 40. Huerta and Go Global reasonably and justifiably relied on the representations of Rogich  
12 all to their detriment.

13 41. As a direct result of the actions of Defendants, Plaintiffs have been damaged in an  
14 amount in excess of \$10,000.

15 42. It has become necessary for Huerta and Go Global to engage the services of an attorney  
16 to commence this action and is, therefore, entitled to reasonable attorney's fees and costs as damages.  
17

18 **FIFTH CLAIM FOR RELIEF**

19 **(Unjust Enrichment - As Alleged by Ray and Nanyah Against Eldorado)**

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

22 44. That Ray and Nanyah formerly invested \$1,783,561.60 into Eldorado as a capital  
23 investment for the benefit of that company, which represented a benefit to Eldorado.  
24

25 45. Eldorado accepted the benefit of the monies provided by Ray and Nanyah.

26 46. Ray and Nanyah were not afforded their equity positions in Eldorado nor have they  
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received any beneficial consideration from Eldorado.

47. That in equity and good conscience the \$1,783,561.60 provided by Ray and Nanyah does not belong to Eldorado and said amount should be returned.

48. Eldorado has been unjustly enriched in the amount of \$1,783,561.60.

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

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

#### **SIXTH CLAIM FOR RELIEF**

##### **(Breach of Implied Agreement - As Alleged by Ray and Nanyah Against Rogich and Eldorado)**

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

52. That Ray and Nanyah formerly invested \$1,783,561.60 into Eldorado in 2006 and 2007 as a capital investment for the benefit of that company, with the agreement from Eldorado that they would be provided an interest in the company equivalent to their investment.

53. That at the time of the Agreement Rogich as a member of Eldorado was expressly made aware of these claims. Furthermore, Ray and Nanyah performed all conditions necessary under the implied agreement.

54. That on or about 2012 when Rogich transferred all of his interest in Eldorado to TELD, LLC, Ray and Nanyah's interest or potential interest was eliminated; which constituted a material breach of the implied agreement between the parties.

55. That Ray and Nanyah have been damaged have been damaged in an amount in excess of \$10,000 as they have never received any consideration for their investment of \$1,783,561.60.

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

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

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

2. For prejudgment interest;

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

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

Dated this 30<sup>th</sup> day of July, 2013.

McDONALD LAW OFFICES, PLLC

By: /s/ Brandon B. McDonald, Esq.

Brandon B. McDonald, Esq.

Nevada Bar No.: 11206

2505 Anthem Village Drive, Ste. E-474

Henderson, NV 89052

Attorneys for Plaintiffs



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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

S.R. M

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 22<sup>nd</sup>, 2005. The transaction documentation with respect thereto recites

CH S.R

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.

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(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

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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.

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(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.

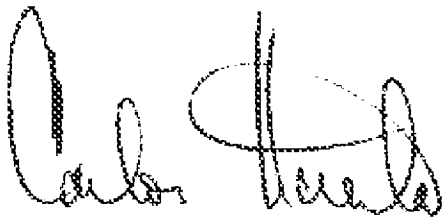
(6) The arbitrator is authorized to award to any party whose claims are sustained, such sums or other relief as the arbitrator shall deem proper and such award may include reasonable attorney's fees, professional fees and other costs expended to the prevailing party(ies) as determined by the arbitrator.

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

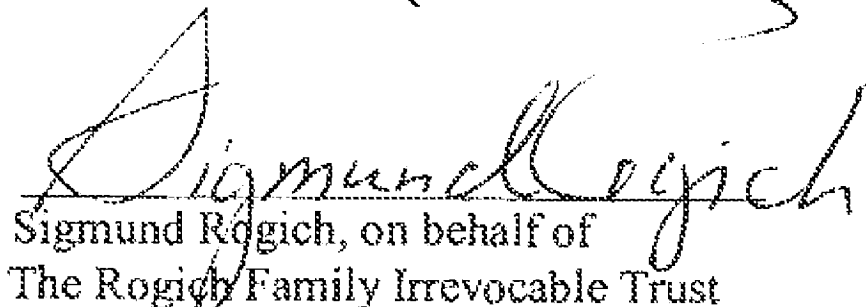
IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first above written.

"SELLER"

"BUYER"



Carlos Huerta, on behalf of Go Global, Inc.



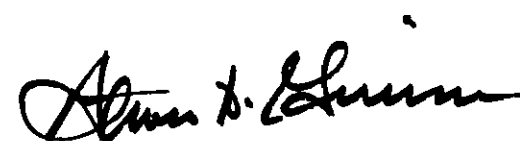
Sigmund Rogich, on behalf of  
The Rogich Family Irrevocable Trust

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

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

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.  
26  
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28

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  
27  
28



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

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

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

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

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

23  
24 40. As a direct result of the actions of Defendants, Plaintiffs have been damaged in an  
25 amount in excess of \$10,000.

26 41. It has become necessary for Huerta and Go Global to engage the services of an attorney  
27  
28

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 21<sup>st</sup> 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  
2505 Anthem Village Drive, Ste. E-474  
15 Henderson, NV 89052  
Attorneys for Plaintiffs  
16  
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**CERTIFICATE OF SERVICE**

Pursuant to NRCP 5(b), I hereby certify that on this 21<sup>st</sup> 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, 17<sup>th</sup> 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 ( $1/3^{\text{rd}}$ ) 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:

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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 22<sup>nd</sup>, 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.

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(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

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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.

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(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.

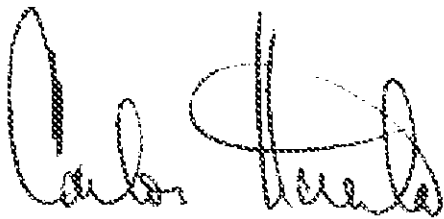
(6) The arbitrator is authorized to award to any party whose claims are sustained, such sums or other relief as the arbitrator shall deem proper and such award may include reasonable attorney's fees, professional fees and other costs expended to the prevailing party(ies) as determined by the arbitrator.

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

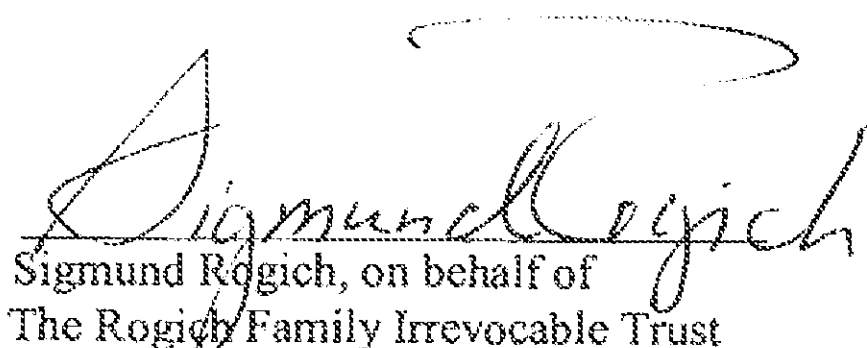
IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first above written.

"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

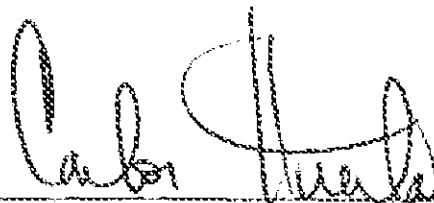
EXHIBIT "B"

Assignment

ASSIGNMENT

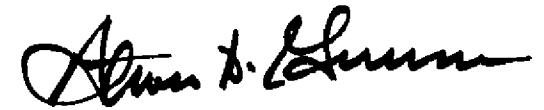
FOR VALUE RECEIVED, each of the undersigned hereby assigns and transfers unto The Rogich Family Irrevocable Trust ("Buyer"), all of the right, title and interest, if any, which the undersigned owns in and to Eldorado Hills, LLC, a Nevada limited-liability company (the "Company") and do hereby irrevocably 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.  
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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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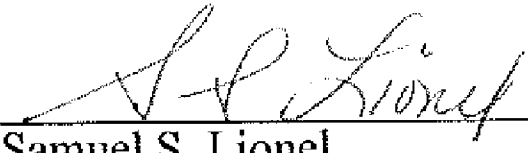
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JURY DEMAND

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*

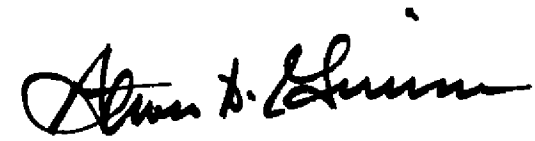
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 8<sup>th</sup> 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

**ANSW**

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

**ANSWER TO COUNTERCLAIM**

COMES NOW, Plaintiffs, by and through their counsel of record, Brandon B. McDonald, Esq.  
of McDONALD LAW OFFICES, PLLC, and hereby respond to Defendant, Eldorado Hills, LLC's  
Counterclaim as follows:

1. Answering paragraph 1 of the Counterclaim, Counterdefendants state that the Complaint  
speaks for itself. To the extent that the allegations contained in paragraph 1 are merely repeating  
allegations contained in the Complaint, Counterdefendants admit said allegations.

1           2.       Answering paragraph 2 of the Counterclaim, Counterdefendants state that the Answer  
2 filed speaks for itself. To the extent that the allegations contained in paragraph 2 are merely repeating  
3 allegations contained in the Answer, Counterdefendants admit said allegations.

4           3.       Answering paragraph 3 of the Counterclaim, Counterdefendants deny the allegations  
5 contained therein.

6                                   **AFFIRMATIVE DEFENSES**

7                                   FIRST AFFIRMATIVE DEFENSE

8           The Counterclaim fails to state a claim upon which relief can be granted.  
9

10                                  SECOND AFFIRMATIVE DEFENSE

11          Counterclaimant's claims are barred by the doctrine of estoppel.

12                                  THIRD AFFIRMATIVE DEFENSE

13          Counterclaimant is not entitled to relief due to the doctrine of unclean hands.  
14

15                                  FOURTH AFFIRMATIVE DEFENSE

16          Counterclaimant's relief is barred in equity.

17                                  FIFTH AFFIRMATIVE DEFENSE

18          Counterclaimant's claims are barred by the doctrine of laches.

19                                  SIXTH AFFIRMATIVE DEFENSE

20          Counterclaimant has failed to maintain evidence, or in fact committed spoliation, and now seeks  
21 to assert claims which reasonably require such evidence to either prove or disprove Plaintiff's  
22 allegations.  
23

24                                  NINTH AFFIRMATIVE DEFENSE

25          Pursuant to Rule 8 of the Nevada Rules of Civil Procedure, all possible affirmative defenses  
26 may not have been alleged herein insofar as insufficient facts were not available after reasonable  
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1 inquiry upon the filing of Plaintiffs' Amended Complaint. Counterdefendant hereby incorporate by  
2 reference those affirmative defenses enumerated in NRCP 8 as if fully set forth herein. In the event  
3 further investigation or discovery reveals the applicability of any such defenses, Counterdefendant  
4 reserves the right to seek leave of the Court to amend this Answer and to specifically assert any such  
5 defense. Such defenses are herein incorporated by reference for the specific purpose of not waiving  
6 any such defense.

- 7 1. That Counterclaimant take nothing by way of its Counterclaim;
- 8 2. For attorney's fees and costs of suit herein;
- 9 3. For an award of punitive damages since the claims and allegations are frivolous;
- 10 4. For such other and further relief as the Court may deem appropriate.

11 Dated this 20th day of February, 2013.

12  
13 McDONALD LAW OFFICES, PLLC

14  
15 By: /s/ Brandon B. McDonald, Esq.  
16 Brandon B. McDonald, Esq.  
17 Nevada Bar No.: 11206  
18 2505 Anthem Village Drive, Ste. E-474  
19 Henderson, NV 89052  
20 Attorneys for Plaintiffs  
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**CERTIFICATE OF SERVICE**

Pursuant to NRCP 5(b), I hereby certify that on this 20<sup>th</sup> day of February, 2013, service of the foregoing **ANSWER TO COUNTERCLAIM** 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, 17<sup>th</sup> 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





CLERK OF THE COURT

Samuel S. Lionel, NV Bar No. 1766  
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*Attorneys for Sig Rogich aka  
Sigmund Rogich as Trustee of  
The Rogich Family Irrevocable Trust;  
and 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

**AMENDED ANSWER  
TO FIRST AMENDED COMPLAINT;  
AND COUNTERCLAIM**

**JURY DEMAND**

**AMENDED 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.
17. Answering Paragraph 17, admit that Ray has an interest in Eldorado, deny any

1 alleged representations of Rogich, admit Nanyah never received an interest in Eldorado and deny  
2 Eldorado retained the \$1,500,000.

3 18. Deny the allegations in Paragraph 18.

4 19. Deny the allegations in Paragraph 19.

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

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

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

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

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

15 25. Deny the allegations in Paragraph 25.

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

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

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

23 29. Deny the allegations in Paragraph 29.

24 30. Admit the allegations in Paragraph 30.

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

27 32. Deny the allegations in Paragraph 32.

28 33. Deny the allegations in Paragraph 33.

1           34. Deny the allegations in Paragraph 34 and allege that Defendants have retained  
2 attorneys to defend this action and pursuant to Paragraph 6(d) of the Purchase Agreement, and  
3 they are entitled to their costs and reasonable attorneys fees for their services herein.

4           35. Defendants repeat and reallege their answers to the allegations in Paragraphs 1  
5 through 34.

6           36. Deny the allegations in Paragraph 36.

7           37. Deny the allegations in Paragraph 37 and specifically deny the alleged  
8 representation was made.

9           38. Deny the allegations in Paragraph 38 and specifically deny the alleged  
10 representations were made.

11           39. Deny the allegations in Paragraph 39 and specifically deny the alleged  
12 representations were made.

13           40. Deny the allegations in Paragraph 40.

14           41. Deny the allegations in Paragraph 41 and allege that Defendants have retained  
15 attorneys to defend this action and pursuant to Paragraph 6(d) of the Purchase Agreement, and  
16 they are entitled to their costs and reasonable attorneys fees for their services herein.

17           42. There is no paragraph 42.

18           43. There is no paragraph 43.

19           44. Defendants repeat and reallege their answers to Paragraph 1 through 41. There  
20 are no paragraphs 42 and 43.

21           45. Allege they are without knowledge or information sufficient to form a belief as to  
22 the truth of the allegations in Paragraph 45.

23           46. Deny the allegations in Paragraph 46.

24           47. Deny the allegations in Paragraph 47.

25           48. Admit that Eric Reitz was repaid his investment as alleged in Paragraph 48 and  
26 deny the other allegations in said paragraph.

27           49. Deny the allegations in Paragraph 49.

28           50. Deny the allegations in Paragraph 50.

1           51.     Deny the allegations in Paragraph 51.

2           52.     Deny the allegations in Paragraph 52 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 attorney's fees.

5                               **AFFIRMATIVE DEFENSES**

6                               **First Affirmative Defense**

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

9                               **Second Affirmative Defense**  
10                              **(Failure to Exhaust)**

11          Plaintiffs have failed to exhaust their contractual remedies.

12                              **Third Affirmative Defense**  
13                              **(Misjoinder)**

14          There is a misjoinder of claims.

15                              **Fourth Affirmative Defense**  
16                              **(Release)**

17          Plaintiffs have released Defendants from any and all liability to Plaintiffs.

18                              **Fifth Affirmative Defense**  
19                              **(Release)**

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

22                              **Sixth Affirmative Defense**  
23                              **(Limitations)**

24          Plaintiffs' purported claims are barred by applicable statutes of limitations,

25                              **Seventh Affirmative Defense**  
26                              **(Waiver)**

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

28                              **Eighth Affirmative Defense**  
                              **(Estoppel)**

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

1 Ninth Affirmative Defense  
2 (No Injury)

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

5 Tenth Affirmative Defense  
6 (Lack of Control)

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

9 Eleventh Affirmative Defense  
10 (Good Faith)

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

14 Twelfth Affirmative Defense  
15 (Speculative)

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

18 Thirteenth Affirmative Defense  
19 (Risks)

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

22 Fourteenth Affirmative Defense  
23 (Acquiescence)

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

26 Fifteenth Affirmative Defense  
27 (No Violation)

28 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

1 dealing.

2 Seventeenth Affirmative Defense  
3 (Good Faith)

4 Defendants at all relevant times acted in good faith.

5 Eighteenth Affirmative Defense  
6 (Fair Dealing)

7 Defendants at all relevant times dealt fairly.

8 Nineteenth Affirmative Defense  
9 (No Breach)

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

11 Twentieth Affirmative Defense  
12 (No Breach)

13 Defendants did not breach any provision of the Purchase Agreement.

14 Twenty First Affirmative Defense  
15 (Good Faith Presumptions)

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

17 Twenty Second Affirmative Defense  
18 (No Malice)

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

20 Twenty Third Affirmative Defense  
21 (Good Faith Transfers)

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

23 Twenty Fourth Affirmative Defense  
24 (Good Faith Transfers)

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

27 Twenty Fifth Affirmative Defense  
28 (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

1 ever made distributions to Rogich.

2 Twenty-Seventh Affirmative Defense  
3 (Basis for Transfer)

4 Defendant Rogich had a reasonable basis for transferring the Eldorado interests to TELD,  
5 LLC.

6 Twenty-Eighth Affirmative Defense  
7 (Charter Revocation)

8 Nanyah Vegas, LLC's and Go Global Inc.'s charters have been revoked and their right to  
9 transact business forfeited. Plaintiffs have no right to commence this action or to maintain it.

10 Twenty-Ninth Affirmative Defense  
11 (Plaintiffs' Conduct)

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

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

22 3. Huerta's and Go Global's conduct was wrongful. Eldorado was not unjustly  
23 enriched.

24 Thirtieth Affirmative Defense  
25 (Res Judicata)

26 Plaintiffs' purported claims are barred by the doctrine of res judicata / claim preclusion.

27 Thirty First Affirmative Defense  
28 (Collateral Estoppel)

Plaintiffs' purported claims are barred by the doctrine of collateral estoppel / issue  
preclusion.



1 Thirty Second Affirmative Defense  
2 (Equitable Estoppel)

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

4 Thirty Third Affirmative Defense  
5 (Standing)

6 Plaintiff Huerta, individually, lacks standing to bring these claims because he did not  
7 have a personal interest under the Purchase Agreement.

8 Thirty Fourth Affirmative Defense  
9 (Non-Assignability)

10 Plaintiff The Alexander Christopher Trust, as a purported assignee, lacks standing to  
11 pursue its claims because the claims are not assignable as a matter of law.

12 Thirty Fifth Affirmative Defense  
13 (Real Party in Interest)

14 Plaintiffs Huerta, individually, and The Alexander Christopher Trust are barred from  
15 asserting claims and rights under the Purchase Agreement because they are not the real party in  
16 interest.

17 Thirty Sixth Affirmative Defense  
18 (Reserve All Rights)

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

24 **WHEREAS**, Defendants demand that the First Amended Complaint be dismissed and  
25 reasonable attorneys fees be awarded to Defendants.

26 \*\*\*

27 **COUNTERCLAIM**

28 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,

1 Inc., a Nevada corporation ("Go Global"), alleges as follows:

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

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

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

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

14 **JURY DEMAND**

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

16 LIONEL SAWYER & COLLINS

17 By: 

18 Samuel S. Lionel, Nevada Bar No. 1766  
19 300 South Fourth Street, Suite 1700  
Las Vegas, Nevada 89101

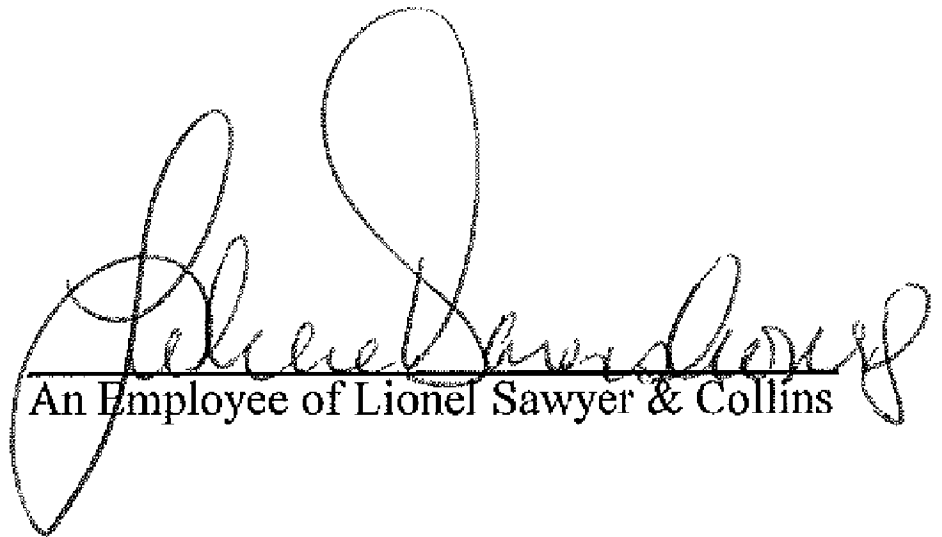
20 *Attorneys for Defendant/Counterclaimant*  
21 *Eldorado Hills, LLC and Defendant*  
22 *Sigmund Rogich, Trustee of the Rogich*  
23 *Family Irrevocable Trust*

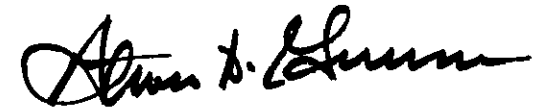
**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on the 10<sup>th</sup> day of September, 2014, I mailed a true and correct copy of the AMENDED 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

*Attorney for Plaintiffs*

  
An Employee of Lionel Sawyer & Collins



CLERK OF THE COURT

MSJ  
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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

Date:

Time:

**MOTION FOR PARTIAL SUMMARY JUDGMENT**

1 Defendant Eldorado Hills, LLC ("Eldorado") moves the court for an Order Granting  
2 Summary Judgment to Eldorado with respect to Plaintiff Nanyah Vegas, LLC's ("Nanyah")  
3 claim for Unjust Enrichment.<sup>1</sup>  
4

5  
6 **I. INDISPUTABLE MATERIAL FACTS**

- 7 1. Nanyah alleges it invested \$1,500,000 in Eldorado in 2006 and 2007. (Amended  
8 Complaint, ¶ 15).  
9 2. There is no evidence that Nanyah ever invested anything in Eldorado.  
10 3. There is no evidence that Nanyah ever had any dealings with Eldorado.  
11 4. There is no written evidence that Nanyah ever had an interest in Eldorado.<sup>2</sup>  
12 5. There is no evidence Nanyah has conferred a benefit on Eldorado.  
13 6. There is no evidence Eldorado has accepted or retained any benefit from Nanyah.  
14 7. There is no evidence Nanyah performed services for Eldorado.  
15 8. Huerta was a manager of Eldorado from 2005 through October 31, 2008. (Huerta  
16 4/3/14 at 11:21-12:6).  
17 9. Although Carlos Huerta was the tax matters partner of Eldorado, Nanyah was not  
18 shown on the Eldorado tax return in 2007 as having an interest in Eldorado.  
19 (Huerta 4/3/14 at 65:8-18).  
20 10. This action was commenced on July 31, 2013, more than four years after  
21 Nanyah's alleged investment.  
22 11. Nanyah's alleged claim of unjust enrichment was not based upon a contract,

23  
24 <sup>1</sup> The Fourth Claim for Relief alleged in the Amended Complaint by Nanyah for  
25 Eldorado's alleged unjust enrichment is the only claim alleged by Nanyah. Huerta was deposed  
26 twice. The first time he testified on April 3, 2014, as Nanyah's person most knowledgeable.  
27 Huerta 4/3/14 at 5:22-6:8. His second deposition was on April 30, 2014.

28 <sup>2</sup> Eldorado has recently submitted a Nanyah Request to Admit. "There is no written  
documentation that was authored by Eldorado Hills, LLC, its agents or representatives that states  
that Nanyah Vegas, LLC has a membership interest in Eldorado Hills." Needless to say, it will be  
admitted.

1 obligation or liability founded upon an instrument in writing and it is therefore  
2 barred by the statute of limitations.

## 3 II. ADDITIONAL FACTS

4 At his first deposition, Huerta testified that Yoav Harlap wired 1.5 million from Israel to  
5 Eldorado's bank account. At his second deposition he admitted the 1.5 million was wired to his  
6 CanaMex account, not to the Eldorado account. He withdrew the 1.5 million from the CanaMex  
7 account and deposited it into the Eldorado account. (Huerta 4/30/14 at 82:10 - 85:6).

8 During his depositions, Huerta repeatedly attempted to claim that in some way the 1.5  
9 million that Harlap wired to the CanaMex account was for a Nanyah interest in Eldorado. In fact,  
10 a short history of that 1.5 million shows that within eight days of Harlaps' December 6, 2007  
11 wire, the 1.5 million, less 80 thousand, was taken by Huerta as a consulting fee.

12 The CanaMex evidence is as follows:

13 Go Global, Inc., Huerta's wholly owned corporation was the Manager of CanaMex.  
14 Huerta 4/3/14 at 8:10-22. Ex. B.

15 Huerta opened an account at Nevada State Bank in the name of CanaMex. Ex. C.

16 On December 6, 2007, a wire was received by Nevada State Bank in the amount of 1.5  
17 million from Yoav Harlap to the account of CanaMex and to the attention of Melissa Dewin.  
18 Huerta had instructed Harlap to send the money to the CanaMex account to her attention. Huerta  
19 4/30/14 at 82:10-84:6. Ex. D.

20 On December 7, 2007, Huerta withdrew the 1.5 million from the CanaMex account and  
21 deposited it into the Eldorado Account at the same bank. Huerta 4/30/14 at 84:23-85:21. Ex. E.

22 On December 10, 2007, Huerta transferred 1.45 million from the account to an Eldorado  
23 money market account at the same bank. Ex. E. At the time the 1.45 million was transferred into  
24 the account, Eldorado's bank balance was only \$1,870.51. Huerta 4/30/14 at 87:1-5.

25 On December 14, 2007, Huerta requested the bank in writing to transfer 1.42 million  
26 from the money market account to Go Global and that day the bank processed a check in that  
27 amount payable to Go Global. Huerta 4/30/14 at 87:16-88:20. Ex. F. Go Global's bank statement

1 shows the deposit on December 14, 2007. Huerta 4/30/14 at 89:19-90:11.

2 The 1.42 million paid to Go Global was considered by Huerta to be a consulting fee.  
3 Huerta 4/3/14 at 54:2-56:1. Ex. G, H.

#### 4 SUMMARY JUDGMENT STANDARD

5 Summary Judgment is appropriate where "no genuine issue of material fact [remains] and  
6 the moving party is entitled to judgment as a matter of law." Wood v. Safeway, Inc., 121 Nev.  
7 724, 729, 121 P.3d 1026, 1029 (2005).

8 Here, there is no genuine issue of material fact. There is no fact issue. It is undisputed  
9 that Nanyah has alleged that it invested 1.5 million in Eldorado in 2006 or 2007 and that the  
10 Complaint was filed by Nanyah and others on July 31, 2013, more than five years after Nanyah's  
11 alleged Eldorado investment. As Nanyah's claim was not based upon a contract, obligation or  
12 liability founded upon an instrument in writing, it is barred under NRS 11.190 (2) and Eldorado  
13 is entitled to summary judgment as a matter of law. Wood v. Safeway, Libby v. The Eighth  
14 Judicial District Court, 130 Nev. Adv. Op. 39, 325 P.3d 1276 (2014).

#### 15 III. ARGUMENT

##### 16 NANYAH'S CLAIM IS BARRED BY NRS 11.190(2)

17 As shown, there is no dispute with respect to the two critical facts here. They are that  
18 Nanyah alleges in his complaint that he invested 1.5 million in Eldorado in 2006 and 2007 and  
19 his complaint was filed July 31, 2013. NRS 11.190(2) provides that "[a]n action upon a contract,  
20 obligation or liability not founded upon an instrument in writing" must be commenced within  
21 four years. Nanyah's action was commenced more than five years after it allegedly made the  
22 investment in Eldorado. In seeking to recover 1.5 million from Eldorado, Nanyah does not allege  
23 his claim is founded upon a written contract, obligation or liability. Rather his claim is that  
24 Eldorado was unjustly enriched by his alleged 1.5 million dollar investment in 2006.

25 Thus, Eldorado should be awarded summary judgment as a matter of law. In Libby v.  
26 The Eighth Judicial District Court, 130 Nev. Adv. Op. 39, 325 P.3d 1276, 1277 (2014) the  
27 limitation statute involved was NRS 41.097 (2) which provides that an action against a health

1 care provider must be filed within one year of the injury's discovery or three years of the injury  
2 date. The Supreme Court held that the three-year limitation period begins to run when a patient  
3 suffers appreciable harm regardless of whether the plaintiff is aware of the injury's cause, and  
4 because the plaintiff suffered appreciable harm to her knee more than three years before she filed  
5 her complaint, the "District Court was required to grant Dr. Libby's Motion for Summary  
6 Judgment."

7 Here, there is nothing that will toll or otherwise extend the expiration of Nanyah's time to  
8 sue for his alleged claim and its failure to file it within four years of its alleged investment  
9 entitles Eldorado to summary judgment as a matter of law.<sup>3</sup>

### 10 III. CONCLUSION

11 Eldorado should be awarded Summary Judgment dismissing Nanyah's fourth claim for  
12 relief.

13 DATED: July 12, 2014.

LIONEL SAWYER & COLLINS

14  
15  
16 By: 

Samuel S. Lionel, NV Bar No. 1766  
slionel@lionelsawyer.com

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Attorney for Defendant

Eldorado Hills, LLC

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26  
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28  

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<sup>3</sup> Although Eldorado is clearly entitled to Summary Judgment as a matter of law, Eldorado believes, based on Huerta's deposition testimony, Nanyah will argue that somehow Harlap's 1.5 million paid for a Nanyah investment in Eldorado. The additional facts show clearly that Huerta, Harlap's steward (Huerta 4/3/14 at 62:16-63:2) appropriated for himself almost 95% as a consulting fee. Thus, the Harlap money was not available to purchase an Eldorado interest or confer a benefit on Eldorado nor could Eldorado accept or retain any such benefit. Certified Fire Protection v. Precision Construction, 128 Nev. Adv. Op. 35, 283 P.3d 250, 257 (2012).



**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 25<sup>TH</sup> day of July, 2014, I caused the document DEFENDANTS' MOTION FOR PARTIAL SUMMARY JUDGMENT 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

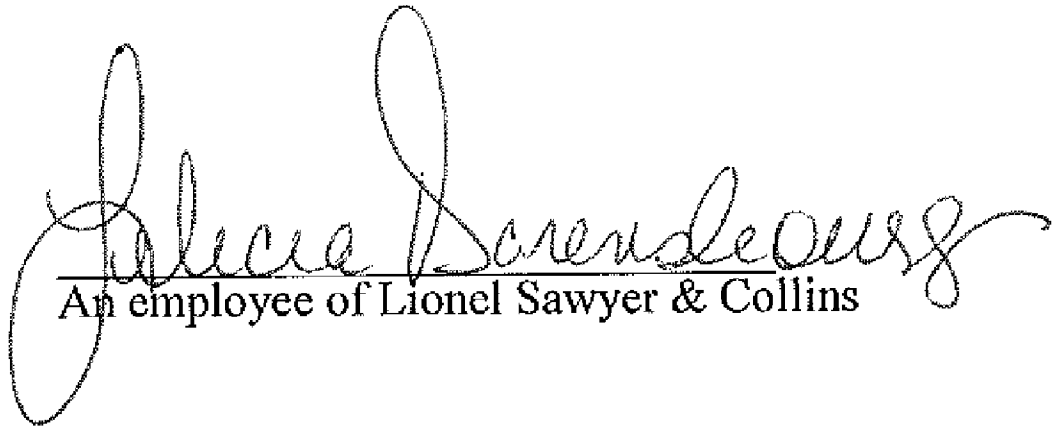
*Attorneys for Plaintiffs*

☐ 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

# EXHIBIT A

Samuel S. Lionel, NV Bar No. 1766  
*slionel@lionelsawyer.com*  
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*Attorney for Defendant Sig Rogich  
aka Sigmund Rogich as Trustee of  
The Rogich Family Irrevocable Trust  
and Defendant / Counterclaimant  
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,

Case No. A-13-686303-C

Dept. No. XXVII

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

**DECLARATION OF SAMUEL S. LIONEL**

1 I, Samuel S. Lionel, say:

2 1. I am an attorney at law and am duly licensed to practice in Nevada and I submit  
3 this Declaration in support of Defendants' Motion for Partial Summary Judgment. I have  
4 personal knowledge of the facts set forth in this Declaration, and I am competent to testify to the  
5 matters stated herein.

6 2. Attached as Exhibit B is a true and correct copy of PLTF00247, Initial List of  
7 Managers and Managing Members and Resident Agent of CanaMex Nevada, LLC.

8 3. Attached as Exhibit C is a true and correct copy of CanaMex Nevada, LLC's  
9 Nevada State Bank statement dated 1/31/08.

10 4. Attached as Exhibit D is a true and correct copy of CanaMex Nevada, LLC's  
11 Nevada State Bank statement dated 12/31/07.

12 5. Attached as Exhibit E is a true and correct copy of Eldorado Hills Nevada State  
13 Bank statement dated 12/31/07, account ending in 7920.

14 6 Attached as Exhibit F is a true and correct copy of Eldorado Hills Nevada State  
15 Bank statement dated 12/31/07, account ending in 9199.

16 7. Attached as Exhibit G is a true and correct copy of Go Global's Nevada State  
17 Bank statement dated 12/31/07.

18 8. Attached as Exhibit H is a true and correct copy of Page 9 of Eldorado Hills,  
19 LLC's general ledger.

20 I, Samuel S. Lionel, declare under penalty of perjury that the foregoing is true and  
21 correct.

22 Executed on July 17, 2014.

23  
24  
25   
26 Samuel S. Lionel  
27  
28

# EXHIBIT B

## INITIAL LIST OF MANAGERS OR MANAGING MEMBERS AND RESIDENT AGENT OF

Canamex Nevada, LLC

(Name of Limited Liability Company)

FOR THE FILING PERIOD OF 2007 TO 2008

The corporation's duly appointed resident agent in the State of Nevada upon whom process can be served is:

Sumner Rollins  
3060 E. Post Rd. Suite 110  
Las Vegas, NV 89120

A FORM TO CHANGE RESIDENT AGENT INFORMATION CAN BE FOUND ON OUR WEBSITE: [www.nvsec.state.nv.us](http://www.nvsec.state.nv.us)

Important: Read instructions before completing and returning this form.

USE BLACK INK ONLY - DO NOT HIGHLIGHT

Filed in the office of

Document Number

20070818558-24

Ross Miller  
Secretary of State  
State of Nevada

Filing Date and Time

12/03/2007 2:03 PM

Entity Number

E0821862007-6



Return one file stamped copy. (If filing not accompanied by order instructions, file stamped copy will be sent to resident agent.)

- Print or type names and addresses, either residence or business, for all managers or managing members. A Manager, or if none, a Managing Member of the LLC must sign the form.
- If there are additional managers or managing members, attach a list of them to this form.
- Return the completed form with one \$125.00 filing fee. A \$75.00 penalty must be added for failure to file this form by the last day of first month following organization date.
- Make your check payable to the Secretary of State. Your enclosed check will constitute a certificate to transmit business.
- Checklist: If requested above, one file stamped copy will be returned at no additional charge. To receive a certified copy, enclose an additional \$30.00 per certification. A copy fee of \$2.00 per page is required for each additional copy requested when ordering 2 or more file stamped or certified copies. Appropriate instructions must accompany your order.
- Return the completed form to: Secretary of State, 201 North Carson Street, Carson City, NV 89701-4501, (775) 684-6700.
- Form must be in the possession of the Secretary of State on or before the last day of the first month following the initial registration date. (Postmark date is not accepted as receipt date.)

FILING FEE: \$125.00 LATE PENALTY: \$75.00

NAME Go Global Inc.	(DOCUMENT WILL BE REJECTED IF TITLE NOT INDICATED)		
ADDRESS 3060 E. Post Rd., Suite 110	<input checked="" type="checkbox"/> MANAGER	<input type="checkbox"/> MANAGING MEMBER	
CITY Las Vegas	ST NV	ZIP 89120	
NAME	(DOCUMENT WILL BE REJECTED IF TITLE NOT INDICATED)		
ADDRESS	<input type="checkbox"/> MANAGER	<input type="checkbox"/> MANAGING MEMBER	
CITY	ST	ZIP	
NAME	(DOCUMENT WILL BE REJECTED IF TITLE NOT INDICATED)		
ADDRESS	<input type="checkbox"/> MANAGER	<input type="checkbox"/> MANAGING MEMBER	
CITY	ST	ZIP	
NAME	(DOCUMENT WILL BE REJECTED IF TITLE NOT INDICATED)		
ADDRESS	<input type="checkbox"/> MANAGER	<input type="checkbox"/> MANAGING MEMBER	
CITY	ST	ZIP	
NAME	(DOCUMENT WILL BE REJECTED IF TITLE NOT INDICATED)		
ADDRESS	<input type="checkbox"/> MANAGER	<input type="checkbox"/> MANAGING MEMBER	
CITY	ST	ZIP	

I declare, to the best of my knowledge under penalty of perjury, that the above mentioned entity has complied with the provisions of NRS 246.730 and acknowledge that pursuant to NRS 246.730 it is a category C filer and is hereby offering any false or forged instrument for filing in the Office of the Secretary of State.

X

Signature of Manager or Managing Member

Title Manager

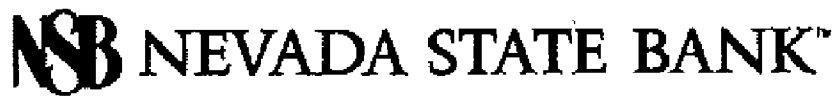
Date 12/3/07

NEVADA Secretary of State Form 100-1007  
Revised 01/01/07

PLTF00247

APP0080

# EXHIBIT C



P.O. BOX 990 LAS VEGAS, NV 89125-0990

## Statement of Accounts

Page 1 of 1

This Statement: January 31, 2008

Last Statement: December 31, 2007

Primary Account 612030684

0011340 01 AV 0.312 \*\*AUTO T6 0 2232 89120-444935 02 NSB PG0023 00000  
CANAMEX NEVADA LLC  
CARLOS HUERTA  
3060 E POST RD STE 110  
LAS VEGAS NV 89120-4449



### DIRECT INQUIRIES TO:

Reddi Response

24-hour Account Information:

Las Vegas: 471-5800

Reno: 337-2811

1 (800) 462-3555 (outside local areas)

Loan By Phone

Las Vegas: 399-Loan (5626)

Reno: 851-8811

1 (800) 789-4671 (outside local areas)

### SUMMARY OF ACCOUNT BALANCE

Account Type	Account Number	Checking/Savings Ending Balance	Outstanding Balances Owed
Account Analysis Checking	612030684	\$3,000.00	

### ACCOUNT ANALYSIS CHECKING 612030684

103 0

Previous Balance	Deposits/Credits	Charges/Debits	Checks Processed	Ending Balance
3,000.00	0.00	0.00	0.00	3,000.00

#### 0 DEPOSITS/CREDITS

There were no transactions this period.

#### 0 CHARGES/DEBITS

There were no transactions this period.

#### 0 CHECKS PROCESSED

There were no transactions this period.

#### DAILY BALANCES

Date	Balance
01/31	3,000.00



MEMBER FDIC

PLTF00118

0011340 000000001 000023973



# EXHIBIT D

**NSB NEVADA STATE BANK**

P.O. BOX 990 LAS VEGAS, NV 89125-0990

**Statement of Accounts**Page 1 of 2  
This Statement December 31, 2007  
Last Statement December 3, 2007

Primary Account 612030684

0017734 01 AV 0.312 \*\*AUTO T4 0 2202 89120-444935 02 NSB PQ0023 00002  
CANAMEX NEVADA LLC  
CARLOS HUERTA  
3060 E POST RD STE 110  
LAS VEGAS NV 89120-4449**DIRECT INQUIRIES TO:**  
Reddi Response  
24-hour Account Information:  
Las Vegas: 471-5800  
Reno: 337-2811  
1 (800) 462-3555 (outside local areas)Loan By Phone  
Las Vegas: 399-Loan (5628)  
Reno: 851-8811  
1 (800) 789-4671 (outside local areas)

Nevada State Bank's Central Vault Services can assist your business by offering a safe and secure way to transport cash and checks via our armored carrier service. Whether you need us to pick up your deposit or drop off a change order, we are here to help. Visit [www.nsbank.com](http://www.nsbank.com) for more information.

**SUMMARY OF ACCOUNT BALANCE**

Account Type	Account Number	Checking/Savings Ending Balance	Outstanding Balances Owed
Account Analysis Checking	612030684	\$3,000.00	

**ACCOUNT ANALYSIS CHECKING 612030684**

103-2

Previous Balance	Deposits/Credits	Charges/Debits	Checks Processed	Ending Balance
0.00	1,503,000.00	0.00	1,500,000.00	3,000.00

**2 DEPOSITS/CREDITS**

Date	Amount	Description
12/04	3,000.00	DEPOSIT 0770156578
12/06	1,500,000.00	WIRE/IN-200734000332;ORG YOAV HARLAP;OBJ ATTN. MELISSA DEWIN 1501200037

**0 CHARGES/DEBITS**

There were no transactions this period.

**1 CHECK PROCESSED**

Number	Date	Amount
92	12/10	1,500,000.00

**DAILY BALANCES**

Date	Balance	Date	Balance	Date	Balance
12/04	3,000.00	12/06	1,503,000.00	12/10	3,000.00



MEMBER FDIC



PLTF00119

0017734 00000002 000031342

SR002022

APP0084

NEVADA STATE BA

ACCOUNT # 0612030684

This Statement:  
December 31, 2007  
PAGE 2 of 2

12-4-07  
C. H. Nevada  
NEVADA STATE BANK  
Ref# 70156578 \$3000.00

NEVADA STATE BANK  
Ref# 30141868 \$1500000.00 Ch# 092

PLTF00120

0017734 00000001 000001311

SR002023

APP0085

# EXHIBIT E



P.O. BOX 990 LAS VEGAS, NV 89125-0990

# Statement of Accounts

Page 1 of 3  
This Statement December 31, 2007  
Last Statement November 30, 2007

Primary Account 612027920

0017727 DI AV 0.312 \*\*AUTO Y4 0 2202 89120-444935 02 NSB FG0023 00017  
ELDORADO HILLS LLC  
3060 E POST RD STE 110  
LAS VEGAS NV 89120-4449

**DIRECT INQUIRIES TO:**  
Reddi Response  
24-hour Account Information:  
Las Vegas: 471-5800  
Reno: 337-2811  
1 (800) 462-3555 (outside local areas)

Loan By Phone  
Las Vegas: 399-Loan (6626)  
Reno: 851-8811  
1 (800) 789-4671 (outside local areas)



## SUMMARY OF ACCOUNT BALANCE

Account Type	Account Number	Checking/Savings Ending Balance	Outstanding Balances Owed
Remote Deposit Analysis Checking	612027920	\$12,217.62	

## REMOTE DEPOSIT ANALYSIS CHECKING 612027920

Previous Balance	Deposits/Credits	Charges/Debits	Checks Processed	Ending Balance
5,203.51	1,715,000.00	1,450,493.39	257,492.60	12,217.62

### 4 DEPOSITS/CREDITS

Date	Amount	Description
12/07	1,500,000.00	Remote 000000584300000000449 6062893124
12/10	15,000.00	Remote 000000584300000000452 6063016914
12/21	175,000.00	Remote 000000584300000000462 6064063906
12/28	25,000.00	Remote 000000584300000000483 6064278690

### 2 CHARGES/DEBITS

Date	Amount	Description
12/10	1,450,000.00	INTERNET XFER TO DDA ***8199 ID: 342134719 1702601099
12/17	493.39	LAS VEGAS VALLEY WATER *****596 REF # 091000010223600 1102003900

### 13 CHECKS PROCESSED

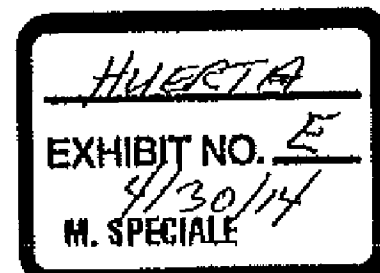
Number	Date	Amount	Number	Date	Amount	Number	Date	Amount
1143	12/04	3,333.00	1148	12/12	65.00	1152	12/28	168,287.67
1144	12/17	249.99	1149	12/17	399.96	1153	12/31	43,610.00
1145	12/14	921.38	1150	12/11	15,000.00	1154	12/31	100.00
1146	12/24	5,850.00	1151	12/11	15,000.00	1155	12/31	3,333.00
1147	12/21	1,552.50						

### DAILY BALANCES

Date	Balance	Date	Balance	Date	Balance
12/04	1,870.51	12/12	36,816.51	12/24	202,548.29
12/07	1,501,870.61	12/14	36,894.13	12/26	227,548.29
12/10	66,870.51	12/17	34,750.79	12/28	59,260.62
12/11	36,870.51	12/21	208,198.29	12/31	12,217.62



MEMBER FDIC



LTF00183

0017727 000000002 000031544

SR002024

APP0087

NEVADA STATE BA. A

ACCOUNT # 0612027920

This Statement:  
December 31, 2007  
PAGE 2 of 3

Net Deposit Credit

Ref# 62893124 \$150000.00

Net Deposit Credit

Ref# 63016914 \$15000.00

Net Deposit Credit

Ref# 64063906 \$175000.00

Net Deposit Credit

Ref# 64278690 \$25000.00

Eldorado Hills, LLC  
7016179861  
NSB NEVADA STATE BANK  
1143

PAY THREE THOUSAND THREE HUNDRED THIRTY THREE AND 00/100  
TO THE ORDER OF Bank Consulting Inc.

Ref# 70156714 \$3333.00 Ch# 1143

Eldorado Hills, LLC  
7016179861  
NSB NEVADA STATE BANK  
1144

PAY TWO HUNDRED FORTY NINE AND 00/100  
TO THE ORDER OF Applied Analysis

Ref# 30139142 \$249.99 Ch# 1144

Eldorado Hills, LLC  
7016179861  
NSB NEVADA STATE BANK  
1145

PAY FIVE HUNDRED TWENTY ONE AND 00/100  
TO THE ORDER OF Kinley Horn and Associates, Inc.

Ref# 30119685 \$921.38 Ch# 1145

Eldorado Hills, LLC  
7016179861  
NSB NEVADA STATE BANK  
1146

PAY FIVE THOUSAND SIX HUNDRED FIFTY AND 00/100  
TO THE ORDER OF Applied Analysis

Ref# 70103003 \$5650.00 Ch# 1146

Eldorado Hills, LLC  
7016179861  
NSB NEVADA STATE BANK  
1147

PAY ONE THOUSAND FIVE HUNDRED FIFTY TWO AND 00/100  
TO THE ORDER OF Slater Hoffman Group

Ref# 70126301 \$1552.50 Ch# 1147

Eldorado Hills, LLC  
7016179861  
NSB NEVADA STATE BANK  
1148

PAY FIFTY FIVE AND 00/100  
TO THE ORDER OF Platz Consulting Inc.

Ref# 30102388 \$55.00 Ch# 1148

PLTF00184

001727 00000001 000001237

SR002025

APP0088

NEVADA STATE BANK

ACCOUNT # 0612027920

This Statement:  
December 31, 2007  
PAGE 3 of 3

Eldorado Hills, LLC  
7026179861

NEVADA STATE BANK

1149

THREE HUNDRED NINETY-NINE AND 96/100

TO THE ORDER OF Daniel DeArmas

Ref# 30110153 \$399.96 Ch# 1149

Eldorado Hills, LLC  
7026179861

NEVADA STATE BANK

1150

FIFTEEN THOUSAND

TO THE ORDER OF Eldorado Hills, LLC

Ref# 30136555 \$15000.00 Ch# 1150

Eldorado Hills, LLC  
7026179861

NEVADA STATE BANK

1151

FIFTEEN THOUSAND

TO THE ORDER OF Eldorado Hills, LLC

Ref# 30138397 \$15000.00 Ch# 1151

Eldorado Hills, LLC  
7026179861

NEVADA STATE BANK

1152

SIXTEEN THOUSAND SEVEN HUNDRED AND 67/100

TO THE ORDER OF Eldorado Hills, LLC

Ref# 70127554 \$168287.67 Ch# 1152

Eldorado Hills, LLC  
7026179861

NEVADA STATE BANK

1153

FOURTY-THREE THOUSAND THREE HUNDRED THIRTY-THREE AND 00/100

TO THE ORDER OF Smith Consulting Inc.

Ref# 30138551 \$43610.00 Ch# 1153

Eldorado Hills, LLC  
7026179861

NEVADA STATE BANK

1154

ONE HUNDRED

TO THE ORDER OF Eldorado Hills, LLC

Ref# 30131492 \$100.00 Ch# 1154

Eldorado Hills, LLC  
7026179861

NEVADA STATE BANK

1155

THREE THOUSAND THREE HUNDRED THIRTY-THREE AND 00/100

TO THE ORDER OF Smith Consulting Inc.

Ref# 70161431 \$3333.00 Ch# 1155

PLTF00185

001717 00000001 00001287

SR002026

APP0089

# EXHIBIT F



# NSB NEVADA STATE BANK™

P.O. BOX 990 LAS VEGAS, NV 89126-0990

## Statement of Accounts

Page 1 of 1  
This Statement: December 31, 2007  
Last Statement: November 30, 2007

Primary Account 612029199

0017435 01 AV D.312 \*\*AUTO T4 0 2202 80120-444935 02 NSB PG0021 00000  
ELDORADO HILLS LLC  
3060 E POST RD STE 110  
LAS VEGAS NV 89120-4440

**DIRECT INQUIRIES TO:**  
Redd/Response  
24-hour Account Information:  
Las Vegas: 471-5800  
Reno: 337-2811  
1 (800) 482-3555 (outside local areas)

Loan By Phone  
Las Vegas: 399-Loan (5626)  
Reno: 851-8811  
1 (800) 789-4671 (outside local areas)



Nevada State Bank's Central Vault Services can assist your business by offering a safe and secure way to transport cash and checks via our armored carrier service. Whether you need us to pick up your deposit or drop off a change order, we are here to help. Visit [www.nsbank.com](http://www.nsbank.com) for more information.

### SUMMARY OF ACCOUNT BALANCE

Account Type	Account Number	Checking/Savings Ending Balance	Outstanding Balances Owed
Money Market Account - Business	612029199	\$33,142.57	

### MONEY MARKET ACCOUNT - BUSINESS 612029199

Previous Balance	Deposits/Credits	Charges/Debits	Checks Processed	Ending Balance
2,373.22	1,450,779.35	10.00	1,420,000.00	33,142.57

#### 2 DEPOSITS/CREDITS

Date	Amount	Description
12/10	1,450,000.00	INTERNET XFER FROM DDA ***7920 ID: 342134719 1702601098
12/31	779.35	INTEREST PAYMENT 0020688902

#### 1 CHARGE/DEBIT

Date	Amount	Description
12/31	10.00	MAINTENANCE FEE

#### 1 CHECK PROCESSED

Number	Date	Amount
0	12/14	1,420,000.00

#### DAILY BALANCES

Date	Balance	Date	Balance	Date	Balance
12/10	1,452,373.22	12/14	32,373.22	12/31	33,142.57

#### INTEREST

Interest Earned This Interest Period	Interest Paid Year-To-Date 2007	Number Of Days This Interest Period	Annual Percentage Yield Earned
\$779.35	\$6,312.57	31	4.53%

Current interest rate is 4.33%

Interest rate changes this interest period:	Date	New Interest Rate
	12/13	4.33%



MEMBER FDIC



PLTF00192

0017435 00000001 000030624

SR002027

APP0091

# EXHIBIT G

# NSB NEVADA STATE BANK™

P.O. BOX 990 LAS VEGAS, NV 89125-0990



## Statement of Accounts

Page 1 of 8  
This Statement: December 31, 2007  
Last Statement: November 30, 2007

Primary Account XXXXXXXXXX

0017885 02 AV 0.437 \*\*AUTO T5 2 2202 89120-444935 02 NSB PG0023 00051  
GO GLOBAL INC  
3060 E POST RD STE 110  
LAS VEGAS NV 89120-4449

### DIRECT INQUIRIES TO:

Reddi Response  
24-hour Account Information:  
Las Vegas: 471-5800  
Reno: 337-2811  
1 (800) 462-3555 (outside local areas)

### Loan By Phone

Las Vegas: 399-Loan (5626)  
Reno: 851-8811  
1 (800) 789-4671 (outside local areas)



## SUMMARY OF ACCOUNT BALANCE

Account Type	Account Number	Checking/Savings Ending Balance	Outstanding Balances Owed
Remote Deposit Analysis Checking	612024471	\$679,565.01	

## REMOTE DEPOSIT ANALYSIS CHECKING 612024471

Previous Balance	Deposits/Credits	Charges/Debits	Checks Processed	Ending Balance
33,081.87	1,525,638.45	9,762.72	869,392.39	679,565.01

### 6 DEPOSITS/CREDITS

Date	Amount	Description
12/07	5,106.44	Remote 00000056430000000448 6062887105
12/11	17.36	Remote 00000056430000000457 6063121587
12/11	14.65	Remote 00000056430000000468 6063143822
12/12	100,000.00	Remote 00000056430000000459 6063260782
12/14	1,420,000.00	DEPOSIT 0770185078
12/27	500.00	Remote 00000056430000000464 6064381734

### 6 CHARGES/DEBITS

Date	Amount	Description
12/07	109.97	MPOWER COMMUNICA MPOWER ***-***-861 REF # 122000036783197 1102023718
12/10	275.84	UNITED HEALTHCARE EDI PA 20071207004150 REF # 043000266093857 1102329436
12/14	6,710.98	IRS USATAXPYMT 270774800657011 REF # 061036010050248 1101734106
12/21	23.67	ANALYSIS SERVICE FEE
12/27	1,476.28	COUNTRYWIDE MORTGAGE *****49 REF # 021000026260264 1102020711
12/27	1,165.98	COUNTRYWIDE MORTGAGE *****29 REF # 021000026268565 1102020732

### 46 CHECKS PROCESSED

Number	Date	Amount	Number	Date	Amount	Number	Date	Amount
--------	------	--------	--------	------	--------	--------	------	--------

\* Not in check sequence



MEMBER FDIC

0017885 00000005 000031858

APP0093

# EXHIBIT H



**HUERTA DEPOSITION**  
**4/3/14**

**Deposition of:**

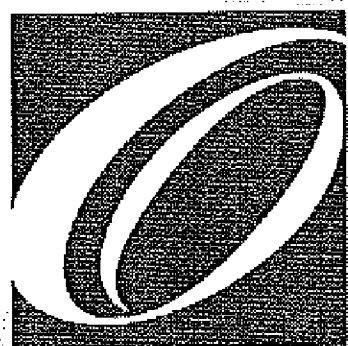
Carlos A. Huerta

**Case:**

Carlos A. Huerta, et al. v. Sig Rogich, et al.  
A-13-686303-C

**Date:**

04/03/2014



**OASIS**  
REPORTING SERVICES

400 South Seventh Street • Suite 400, Box 7 • Las Vegas, NV 89101  
702-476-4500 | [www.oasisreporting.com](http://www.oasisreporting.com) | [info@oasisreporting.com](mailto:info@oasisreporting.com)

COURT REPORTING | NATIONAL SCHEDULING | VIDEOCONFERENCING | VIDEOGRAPHY

1

DISTRICT COURT

2

CLARK COUNTY, NEVADA

3

CARLOS A. HUERTA, an )

individual, CARLOS A. )

4

HUERTA as Trustee of THE )

ALEXANDER CHRISTOPHER )

5

TRUST, a Trust established )

in Nevada as assignee of )

6

interests of GO GLOBAL, )

INC., a Nevada corporation )

7

NANYAH VEGAS, LLC, a Nevada )

limited liability company; )

8

Plaintiffs, )

9

vs. )

Case No. A-13-686303-C

10

Dept. No. XXVII

SIG ROGICH aka SIGMUND )

11

ROGICH as Trustee of The )

Rogich Family Irrevocable )

12

Trust; ELDORADO HILLS, LLC, )

a Nevada limited liability )

13

company; DOES I-X, and or )

ROE CORPORATIONS I-X, )

14

inclusive, )

15

Defendants. )

16

. . . . .

17

DEPOSITION OF THE PERSON MOST KNOWLEDGEABLE  
OF NANYAH VEGAS, LLC

18

(Pursuant to NRCP 30(b)(6))

19

CARLOS A. HUERTA

20

Taken on Thursday, April 3, 2014

21

At 9:19 a.m.

22

At 300 South Fourth Street, 17th Floor

23

Las Vegas, Nevada

24

Reported by: MARY COX DANIEL, FAPR, RDR, CRR, CCR 710

25

Job No. 9249



1 . . . . .

2 ELDORADO HILLS, LLC, a )  
3 Nevada limited liability )  
4 company, )

5 Defendant/Counterclaimants, )

6 vs. )

7 CARLOS A. HUERTA, an )  
8 individual, CARLOS A. )  
9 HUERTA as Trustee of THE )  
10 ALEXANDER CHRISTOPHER )  
11 TRUST, a Trust established )  
12 in Nevada as assignee of )  
13 interests of GO GLOBAL, )  
14 INC., a Nevada corporation, )

15 Plaintiffs/ )  
16 Counterdefendants. )

17 )

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1 APPEARANCES:

2 For Plaintiffs/Counterdefendants:

3 MCDONALD LAW OFFICES, PLLC  
4 BY: BRANDON B. MCDONALD, ESQ.  
5 2505 Anthem Village Drive  
Suite E-474  
Henderson, NV 89052

6 For Defendants/Counterclaimants:

7 LIONEL SAWYER & COLLINS  
8 BY: SAMUEL S. LIONEL, ESQ.  
9 BY: STEVEN C. ANDERSON, ESQ.  
300 South Fourth Street  
Suite 1700  
Las Vegas, NV 89101

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## I N D E X

WITNESS: CARLOS A. HUERTA

PAGE

Examination By Mr. Lionel  
Examination By Mr. McDonald

5  
66

## INDEX TO EXHIBITS

EXHIBIT

PAGE

A

Notice of Taking Deposition of  
Nanyah Vegas, LLC's Person(s)  
Most Knowledgeable

5

1 (A discussion was held off the record between the court  
2 reporter and counsel, wherein counsel present agreed to  
3 waive the reporter requirements as set forth under NRCF  
4 Rule 30(b)(4) or FRCP Rule 30(b)(5), as applicable.)

5 CARLOS A. HUERTA,  
6 having been first duly sworn to testify to the truth,  
7 the whole truth and nothing but the truth, was examined  
8 and testified as follows:

9  
10 EXAMINATION

11 BY MR. LIONEL:

12 Q Mr. Huerta, where do you live?

13 A Las Vegas.

14 Q Where in Las Vegas?

15 A Sierra Vista Ranchos.

16 MR. LIONEL: Off the record.

17 (Discussion off the record)

18 MR. LIONEL: Miss Reporter, would you mark  
19 this as Defense Exhibit A?

20 (Exhibit A marked)

21 BY MR. LIONEL:

22 Q Mr. Huerta, have you ever seen Exhibit A  
23 before, which is a Notice of Taking Deposition of  
24 Nanyah Vegas, LLC's Person Most Knowledgeable?

25 A Yes, sir.

1 Q Are you here today to testify as a Person Most  
2 Knowledgeable for Nanyah Vegas, LLC?

3 A Yes, sir.

4 Q Are you here today to testify with respect to  
5 Nanyah Vegas' Fourth Claim for Relief in the First  
6 Amended Complaint, as shown here in the second  
7 paragraph of Exhibit A?

8 A Yes, sir.

9 Q Thank you.

10 Mr. Huerta, you've had your deposition taken  
11 before; is that true?

12 A Yes, sir. You can call me Carlos, if that's  
13 easier for you during this time period, yeah.

14 Q Oh, fine.

15 When I refer to "Nanyah," I'm actually  
16 referring to Nanyah Vegas, LLC. Do you understand  
17 that?

18 A Understood.

19 Q Carlos, you've had your deposition taken  
20 before?

21 A Yes, sir.

22 Q Approximately how many times?

23 A 10.

24 Q Here in Nevada?

25 A Yes.

1 could have been, probably was L.L. Bradford & Company.

2 Q Who in L.L. Bradford?

3 A I don't remember. But it could have been  
4 Dustin Lewis.

5 Q Is Dustin Lewis an accountant who does work  
6 for Yoav Harlap?

7 A There hasn't -- he would be. I don't believe  
8 there's been a lot of work. So I don't know that he's  
9 really done anything as of late.

10 Q Let me talk a moment about Go Global, Inc.  
11 That is your company; is that correct?

12 A It is.

13 Q You're the president of that company?

14 A Yes.

15 Q Are you the sole shareholder?

16 A Yes.

17 Q Sole director?

18 A There's no directors. Just the president, I  
19 believe.

20 Q You are the only one who speaks for Go Global;  
21 is that correct?

22 A Yes, sir.

23 Q What is the business of Nanyah Vegas?

24 A It was a single-purpose entity meant to invest  
25 in Las Vegas real estate.

1 town. So whenever any kind of discussion comes about,  
2 I'm the person that is called upon.

3 Q Are you also the registered agent?

4 A I don't remember if I am or not.

5 Q If I tell you that the Secretary of State's  
6 office says that, would you say it may be so?

7 A Yes.

8 Q All right. And this situation, you tell me  
9 about being the only representative here in Nevada for  
10 the company, that situation has persisted since the  
11 company came into being; is that correct?

12 A Yes.

13 Q When did it come into being?

14 A I believe late 2007.

15 Q How do you place it?

16 A In terms of --

17 Q At that time?

18 A Oh. I remember meeting with Mr. Harlap and  
19 discussing this project in '07, and him investing in  
20 that year.

21 Q At that point in time, did you have some kind  
22 of a role with Eldorado Hills?

23 A Yes.

24 Q What were you at that time?

25 A I was a manager and a member.

1 Q During what years were you a manager and a  
2 member?

3 A Of Eldorado, I believe '05, '06, '07, '08.

4 Q That's through October 31 of '08? Fair  
5 statement?

6 A Correct.

7 Q Who were the investors in Nanyah?

8 A Just Yoav Harlap.

9 Q Did Jacob Feingold have a role in there?

10 A I don't believe so.

11 Q Did D & D Properties have a role?

12 A I don't believe so.

13 Q You're familiar with D & D Properties?

14 A I am.

15 Q Do you have any interest in Nanyah?

16 A No.

17 Q Did you ever?

18 A No.

19 Q Did Go Global ever have an interest?

20 A No.

21 Q How about Alexander Christopher Trust, did it  
22 ever have an interest?

23 A It did not.

24 Q And does not now?

25 A Correct.



1 A Yes.

2 Q You're sure that the QuickBooks didn't show  
3 that the 1,420,000 was for a consulting fee?

4 A I don't know what it would show in that  
5 regard.

6 Q Would that surprise you?

7 A No.

8 Q Why wouldn't it surprise you?

9 A There was something that occurred with that.  
10 I can't remember exactly why it would have been a  
11 consulting fee, but I believe later it was changed back  
12 to just a loan payment. Oh, I do remember why it was a  
13 consulting fee. I do remember why we did that, now  
14 that you bring it up.

15 Q Tell me.

16 A Yeah. So throughout the process in '07 and  
17 '08, our goal was to get better financing for the  
18 property. So we were working with other lenders.  
19 Okay. And in order to -- and I had conversations with  
20 Mr. Rogich and Melissa Olivas about it, but it was  
21 never a confrontation or an accusation as you alluded  
22 to.

23 So Go Global had been almost exclusively for  
24 like two or three months working on refinancing of  
25 that, of the property. And so in order to get the

1 refinancing on the property, Rogich and myself were  
2 probably going to have to produce tax records, income,  
3 financials, assets. And so we came in and started  
4 putting the package together. And I told Melissa and  
5 Sig, "Hey, our chances of getting a loan are going to  
6 be much better if our financials look better, and it's  
7 better that -- I haven't made any money over the last  
8 year -- it's better that I take an income for this in  
9 the meantime to at least try and get -- or, take a  
10 consulting fee versus a loan payment so that we can get  
11 better financials put forth to the banks, and that we  
12 got a better chance of getting it refinanced."

13 It never transpired. We never got the  
14 refinancing. So it didn't end up helping Eldorado  
15 Hills or help us get the refinancing until that 2008  
16 October situation occurred when Iliadis came in as an  
17 investor.

18 Q So you wanted the record to show it was a  
19 consulting fee --

20 A Correct.

21 Q -- and not an advance, right?

22 A Correct.

23 Q And you felt that that would be -- the finance  
24 companies would like that better if it was a consulting  
25 fee?

1 A Correct.

2 Q And you had this conversation with whom?

3 A With Melissa and Sig.

4 Q Were they both at the same time?

5 A I don't remember that.

6 Q Where was the conversation?

7 A It would have been in Sig's office at Howard  
8 Hughes.

9 Q Anybody else present besides the three of you?

10 A Probably not.

11 Q When was this in relationship to when the  
12 money got there, the million five?

13 A It would have been right after.

14 Q That was before you wrote the check, or other  
15 transfer?

16 A Correct.

17 Q So during the period of time after the money  
18 came to the Eldorado account and went into this money  
19 market account, it was during that period that you had  
20 this conversation, and it was agreed that you would  
21 take the 1,420,000 as a consulting fee?

22 A Correct.

23 MR. LIONEL: Maybe we ought to take a break.

24 THE WITNESS: Sure.

25 (Recess)

1 Q For the reason that you gave?

2 A Correct. Yes, sir.

3 Q Are there any documents or anything that would  
4 show that this was a benefit and that Eldorado accepted  
5 it for that purpose?

6 A The bank statement.

7 Q Just the bank statement? That's it?

8 A That I can remember at this point in time,  
9 yes.

10 Q And the bank statement showed that they  
11 accepted it? Is that your point?

12 A Yes, sir.

13 Q It doesn't show what they were going to do  
14 with it, or anything like that?

15 A The bank statement wouldn't show that, no.

16 Q Tell me what efforts were made by Nanyah to  
17 obtain an interest in Eldorado Hills.

18 A Well, the investment of the \$1.5 million would  
19 be one. And then at that point, I believe and feel as  
20 if I had a close enough, good enough relationship, and  
21 still do, with the principal of Nanyah, that he  
22 basically left it up to me to be a steward of that  
23 capital and of the asset, had explained to him what the  
24 asset was. And he invests all over the world. He  
25 invests in the United States. And that was his first

1 venture in Nevada. And he said, "Carlos, you're just  
2 going to manage that for me." So he left it up to me.

3 Q What did you as steward do to get that  
4 interest?

5 A I was the manager of Eldorado Hills. I felt  
6 like I equally controlled Eldorado Hills along with Sig  
7 Rogich. So I just tried to do the best that I could  
8 with the project at hand, marketing it, developing it,  
9 refinancing it, and capitalizing it.

10 Q But this is a lawsuit to get that interest,  
11 right, for Nanyah?

12 MR. McDONALD: Object to the extent it calls  
13 for a legal conclusion.

14 BY MR. LIONEL:

15 Q Is that correct?

16 A I think that's part of the lawsuit, in my  
17 opinion, yes.

18 Q He's been trying to get it since he put the  
19 money in, right?

20 MR. McDONALD: Same objection.

21 THE WITNESS: Listen, I would not -- I see --  
22 I understand your question, and why you would ask it.  
23 I don't think it was a concern, though, in 2007, and  
24 even in 2008, about him obtaining an interest. I mean,  
25 the money was sent. It was a confidence thing. The

1 A No, I don't think so, no.

2 Q In 2007. In 2007, Mr. Ray was shown as being  
3 an investor, as having an interest in Eldorado, right?

4 A Correct.

5 Q And also in subsequent years; isn't that  
6 correct?

7 A I believe so, yes.

8 Q Was Nanyah ever shown as having an interest in  
9 it, in Eldorado?

10 A You may know better than I. But not that I  
11 know of.

12 Q As a matter of fact, in 2007 when you were tax  
13 matters partner, and Mr. Ray's interest was shown,  
14 nothing was shown there for Nanyah's interest, right?

15 A Yes.

16 Q And you, as tax matters partner, could have  
17 provided that, right?

18 A Could have, yes.

19 Q And you've seen the Complaint here and the  
20 Amended Complaint, correct?

21 A Yes.

22 Q You approved them?

23 A Approved?

24 Q Both of them?

25 A How do I approve a Complaint? Oh, oh, mine --

## 1 CERTIFICATE OF REPORTER

2 STATE OF NEVADA )  
 ) ss:  
3 COUNTY OF CLARK )

4 I, Mary Cox Daniel, a Certified Court  
Reporter licensed by the State of Nevada, do hereby  
5 certify:

6 That I reported the deposition of CARLOS  
A. HUERTA, commencing on Thursday, April 3, 2014,  
7 at 9:19 a.m.

8 That prior to being examined, the  
witness first duly swore or affirmed to testify to the  
9 truth, the whole truth, and nothing but the truth; that  
I thereafter transcribed my said shorthand notes into  
10 typewriting and that the typewritten transcript is a  
complete, true and accurate record of testimony  
11 provided by the witness at said time.

12 I further certify (1) that I am not a  
relative or employee of an attorney or counsel of any  
13 of the parties, nor a relative or employee of any  
attorney or counsel involved in said action, nor a  
14 person financially interested in the action, and (2)  
that pursuant to Rule 30(e), transcript review by the  
15 witness was requested.

16 IN WITNESS WHEREOF, I have hereunto set  
my hand in my office in the County of Clark, State of  
17 Nevada, this 7th day of April, 2014.

18 *Mary Cox Daniel*  
19



20 MARY COX DANIEL, CCR 710, EAPN, RDR, CRR  
21  
22  
23  
24  
25

**HUERTA DEPOSITION**  
**4/30/14**



Deposition of:

Carlos A. Huerta

Case:

Carlos A. Huerta, et al. v. Sig Rogich, et al.  
A-13-686303-C

Date:

04/30/2014



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1		DISTRICT COURT	
2		CLARK COUNTY, NEVADA	
3	CARLOS A. HUERTA, an	)	
4	individual; CARLOS A.	)	
5	HUERTA as Trustee of THE	)	
6	ALEXANDER CHRISTOPHER	)	
7	TRUST, a Trust established	)	
8	in Nevada as assignee of	)	
9	interests of GO GLOBAL,	)	
10	INC., a Nevada corporation;	)	
11	NANYAH VEGAS, LLC, a Nevada	)	
12	limited liability company,	)	
13		)	Case No.
14	Plaintiffs,	)	A-13-686303-C
15	vs.	)	DEPOSITION OF:
16		)	CARLOS A. HUERTA
17	SIG ROGICH aka SIGMUND	)	
18	ROGICH as Trustee of the	)	April 30, 2014
19	Rogich Family Irrevocable	)	
20	Trust; ELDORADO HILLS, LLC,	)	
21	a Nevada limited liability	)	
22	company; DOES I-X; and/or	)	
23	ROE CORPORATIONS I-X,	)	
24	inclusive,	)	
25	Defendants.	)	
26	-----	)	
27	ELDORADO HILLS, LLC,	)	
28	a Nevada Limited liability	)	
29	company,	)	
30		)	
31	Defendant/Counterclaimants	)	
32	vs.	)	
33		)	
34	CARLOS A. HUERTA, an	)	
35	Individual, CARLOS A. HUERTA	)	
36	as Trustee of THE ALEXANDER	)	
37	CHRISTOPHER TRUST, a Trust	)	
38	established in Nevada as	)	
39	assignee of interests of	)	
40	GO GLOBAL, INC., a Nevada	)	
41	corporation,	)	
42		)	
43	Plaintiffs/Counterdefendants	)	
44	-----	)	
45	Reported by: Marilyn Speciale, CRR, RPR, CCR #749	)	

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## DEPOSITION OF CARLOS A. HUERTA

7

Taken on Wednesday, April 30, 2014

8

At 9:33 a.m.

9

At 300 South Fourth Street

10

Suite 1700

11

Las Vegas, Nevada

12

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22

23

24

Reported by: Marilyn Speciale, CRR, RPR, CCR #749

25

Job No. 9511

1 APPEARANCES:

2

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7

8

For the Defendants:

9

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13

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1 MR. LIONEL: Would you mark this next exhibit,  
2 please.

3 (Exhibit D was marked.)

4 MR. McDONALD: Sam, can I take a quick break  
5 to go to the restroom?

6 MR. LIONEL: Sure.

7 (Recess taken.)

8 MR. LIONEL: Back on the record, please.

9 BY MR. LIONEL:

10 Q. I've given you a copy of Exhibit D, which is a  
11 bank statement for Nevada State Bank. It shows in the  
12 upper right-hand corner it's a statement which covers a  
13 period for most of December, December 3rd to December  
14 31, 2007. Is that correct?

15 A. Yes.

16 Q. And this was sent to -- it shows an account of  
17 Canamex Nevada, LLC, Carlos Huerta, 3060 East Post Road,  
18 Suite 110, Las Vegas. Is that correct?

19 A. Correct.

20 Q. And it shows a deposit under a section called  
21 deposits/credits that on 12/6 a million and a half  
22 dollars wire/in-200734000332-org Yoav, Y-o-a-v, Harlap,  
23 H-a-r-l-a-p, semicolon, OBI, Attention: Melissa Dewin,  
24 D-e-w-i-n, 1501200037. Is that correct?

25 A. Yes, sir.

1 Q. And further down it says Check Number 92;  
2 date, 12/10; amount, a million and a half dollars. Is  
3 that correct?

4 A. Correct.

5 Q. And that was wired in to Canamex Nevada, care  
6 of you, I guess, or something. Is that a fair  
7 statement? Wired in -- whose account was this? Was  
8 this Camanex account or Carlos Huerta?

9 A. It's Canamex, C-a-n-a-m-e-x, Nevada, LLC. It  
10 was wired into that account. It's just the mailing  
11 address is me, Carlos Huerta, but the name of the  
12 company and the account was under Canamex Nevada, LLC.

13 Q. Thank you.

14 A. You're welcome.

15 Q. Do you know who Melissa Dewin was?

16 A. I believe she is a banker at Nevada State  
17 Bank, or was. I don't know if she still works there.

18 Q. Did you give Mr. Harlap instruction to send --  
19 wire this money in to her attention?

20 A. Yes. I don't think that that's her whole  
21 name, by the way. I think it cuts it off.

22 Q. The name of the account was Canamex Nevada,  
23 LLC?

24 A. Yes, sir.

25 Q. And that was an account that you had open,

1 correct?

2 A. Yes.

3 Q. And you had instructed Mr. Harlap to send the  
4 money -- wire the money to that account. Is that  
5 correct?

6 A. Yes.

7 Q. And when you had testified earlier this month  
8 that the million and a half was sent by Mr. Harlap by  
9 wire to Nevada State Bank to the account of Eldorado,  
10 you were mistaken. Is that correct?

11 MR. McDONALD: Object to the form.

12 A. I just -- at the time, I don't think that I  
13 remembered if it went into Canamex Nevada or to Eldorado  
14 Hills, LLC. So I was not sure at the time whether it  
15 went into one or the other.

16 You had asked me about that via or through  
17 Canamex Nevada, LLC, parentheses, in that agreement, and  
18 that kind of jarred my memory about Canamex Nevada. So  
19 I just wasn't sure at the time, but \$1.5 million did go  
20 into Canamex Nevada, and then the \$1.5 million was  
21 deposited into Eldorado Hills, LLC.

22 BY MR. LIONEL:

23 Q. We talked about the check process, Check  
24 Number 92 dated 12/10 for a million and a half dollars,  
25 and if you look at the next page, which is Plaintiffs



1 00120, it has what appears to be the check. Is that  
2 correct?

3 A. What are you saying about 00120?

4 MR. McDONALD: There (Indicating).

5 A. Oh, that's the Bates number. I was looking up  
6 at the top.

7 BY MR. LIONEL:

8 Q. Sorry.

9 A. I kept looking for that number and couldn't  
10 find it. I lost track of what you were saying.

11 Q. Sorry.

12 A. No, it's my fault.

13 Q. But that's a copy of the million and a half  
14 check that you drew out of the Canamex Nevada bank  
15 account --

16 A. Exactly.

17 Q. -- to Eldorado. Is that correct?

18 A. Yes, sir.

19 Q. So the money was not wired to that account.  
20 It was put in that account by your check?

21 A. Correct.

22 MR. LIONEL: The next exhibit is D?

23 THE REPORTER: E.

24 (Exhibit E was marked.)

25 BY MR. LIONEL:

1 A. Yes, on December 10, correct.

2 Q. And it shows the last series of entries on the  
3 page that on 12/04 the balance in the account was  
4 \$1,870.51, and on 12/07, it was \$1,501,870.51. Is that  
5 correct?

6 A. That's right.

7 Q. And the next page of the exhibit it shows in  
8 the upper left-hand corner what they use as a net  
9 deposit credit. It shows a million and a half dollars.  
10 Is that correct?

11 A. Yes.

12 MR. LIONEL: Now we come to Exhibit F, one for  
13 you, Ms. Reporter, and one for you.

14 (Exhibit F was marked.)

15 BY MR. LIONEL:

16 Q. This is a bank statement of Nevada State Bank  
17 for the month of December of 2007. The bank statement  
18 of Eldorado Hills, LLC, was sent to the -- to it,  
19 Eldorado Hills, LLC, at 3060 East Post Road, Suite 110.  
20 Did you receive it?

21 A. Yes, sir.

22 Q. And halfway down the page it says money market  
23 account-business 612029199. It shows previous balance  
24 2,373.22; deposits/credits, \$1,450,779.35, and it shows  
25 checks processed, 1,420,000. Is that correct?

1 A. Yes, correct.

2 Q. And then below that it shows deposits/credits,  
3 12/10, \$1,450,000, internet transfer from DDA, and on  
4 12/31, \$779.35 as an interest payment on apparently the  
5 million four fifty, I guess.

6 A. Correct.

7 Q. And that million four fifty came from the  
8 million and a half that had been deposited by your check  
9 from Canamex Nevada, correct?

10 A. Correct.

11 Q. And below it says check processed on 12/14,  
12 \$1,420,000.

13 MR. LIONEL: Off the record.

14 (Whereupon, there was a discussion off the  
15 record.)

16 BY MR. LIONEL:

17 Q. That \$1,420,000 check processed, that was a  
18 check that you drew on the money market account of  
19 Eldorado payable to Go Global. Is that correct?

20 A. I believe so, yes.

21 The most incredible thing here is that we used  
22 to earn 4.53 percent interest at the bank in 2007.

23 Q. I noticed that.

24 A. That doesn't happen anymore.

25 MR. LIONEL: Counsel, don't we have a copy of

1 the check?

2 MR. McDONALD: Of the check itself?

3 MR. LIONEL: Yes.

4 MR. McDONALD: I don't know. Do you still  
5 have a copy of the check itself?

6 MR. LIONEL: The documents you gave me today  
7 just indicate on the account -- I'm sorry.

8 THE WITNESS: I don't recall having a copy of  
9 that check. I don't even know if we had official checks  
10 for the money market account, but it could have been  
11 maybe a counter check or a cashier's check, but I don't  
12 remember. I haven't seen it lately.

13 MR. LIONEL: Would you mark this as the next  
14 exhibit. Is it G?

15 THE REPORTER: Yes.

16 (Exhibit G was marked.)

17 THE WITNESS: Excuse me one minute.

18 BY MR. LIONEL:

19 Q. Your lawyer delivered this morning at the  
20 beginning of the deposition two pages which contain a  
21 bank statement of Go Global, Inc., for December 2007  
22 which shows on 12/14 a deposit of \$1,420,000. Do you  
23 have a copy of that?

24 A. No.

25 MR. McDONALD: I didn't make copies of it.

1 A. Not with me, I mean.

2 BY MR. LIONEL:

3 Q. Okay. Exhibit G is a two-page document. The  
4 second page shows or purports to be a copy of a  
5 withdrawal of \$1,420,000 on 12/14/07 and bearing the  
6 notation "per e-mail request from Carlos Huerta,  
7 transfer from" an account number, I assume, "612024471."  
8 Would you look at that?

9 A. Sure. Okay.

10 Q. Is that correct the way I described it?

11 A. Yes.

12 MR. LIONEL: After lunch, we can do this. Why  
13 don't we take a break now for lunch.

14 MR. McDONALD: Okay.

15 (Recess taken.)

16 BY MR. LIONEL:

17 Q. Mr. Huerta, do you have a general ledger for  
18 the period that you were at Eldorado?

19 A. Yes, and it should be produced to you, and if  
20 it hasn't, it should be soon.

21 Q. It has not.

22 MR. McDONALD: Which one, the general ledger?

23 MR. LIONEL: Yes.

24 A. But yes.

25 BY MR. LIONEL:

## 1 CERTIFICATE OF REPORTER

2 STATE OF NEVADA )  
 ) ss.  
3 COUNTY OF CLARK )

4

5 I, Marilyn L. Speciale, a duly certified court  
reporter licensed in and for the State of Nevada, do  
hereby certify:

6

7 That I reported the taking of the deposition  
of the witness, CARLOS A. HUERTA, at the time and place  
aforesaid;

8

9 That prior to being examined, the witness was  
by me duly sworn to testify to the truth, the whole  
truth, and nothing but the truth;

10

11 That I thereafter transcribed my shorthand  
notes into typewriting and that the typewritten  
transcript of said deposition is a complete, true and  
12 accurate record of testimony provided by the witness at  
said time to the best of my ability.

13

14 I further certify (1) that I am not a  
relative, employee or independent contractor of counsel  
of any of the parties; nor a relative, employee or  
15 independent contractor of the parties involved in said  
action; nor a person financially interested in the  
16 action; nor do I have any other relationship with any of  
the parties or with counsel of any of the parties  
17 involved in the action that may reasonably cause my  
impartiality to be questioned; and (2) that transcript  
18 review pursuant to NRCP 30(e) was requested.

19 IN WITNESS WHEREOF, I have hereunto set my  
hand in County of Clark, State of Nevada, this 10th  
20 day of May, 2014.

21

22

23

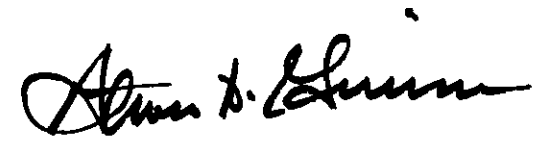
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A handwritten signature of Marilyn L. Speciale in cursive script.

MARILYN L. SPECIALE, CRR, RPR, CCR#749



CLERK OF THE COURT

**OPPS**

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**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

Hearing Date: 9/11/2014  
Hearing Time: 10:30 a.m.

AND ALL RELATED MATTERS

**PLAINTIFF'S OPPOSITION TO DEFENDANTS' MOTION FOR PARTIAL SUMMARY JUDGMENT AND COUNTER-MOTION FOR PARTIAL SUMMARY JUDGMENT**

COMES NOW, Plaintiffs, by and through their counsel of record, Brandon B. McDonald, Esq. of McDonald Law Offices, PLLC and hereby file this Opposition to Defendants' Motion for Partial Summary Judgment and submit this Counter-Motion for Partial Summary Judgment on the claim of Nanyah Vegas, LLC for repayment of the \$1,500,000.00 it invested into Eldorado Hills, LLC and

1 dismissal of Defendants' Counterclaim for contribution. Defendants fail to indicate that there are  
2 numerous written admissions in which they conceded by agreement that Nanyah Vegas, LLC had paid  
3 Eldorado Hills, LLC \$1,500,000. These written memorializations were the parties' understanding until  
4 Sig Rogich stated in late 2012 that he would not honor the investments/debts owed in a lawsuit brought  
5 by another party. These written memorializations cannot be contradicted by the clever and  
6 disingenuous representations of the Defendants claiming that there is no evidence that Nanyah's claim  
7 is valid. These documents also confirm that Carlos Huerta or Go Global was not liable for the monies  
8 due to Nanyah Vegas, LLC as the Defendants agreed that he would be indemnified. Therefore  
9 dismissal of the Defendants' Counterclaim for contribution is appropriate.  
10

11 This Opposition and Counter-Motion is based upon the points and authorities attached hereto,  
12 the sworn Declaration of Carlos Huerta and all of the pleadings submitted to date in this action and any  
13 oral argument allowed at the time of the hearing of the Motion and Counter-Motion.  
14

## 15 **MEMORANDUM OF POINTS AND AUTHORITIES**

### 16 **I.**

#### 17 **STATEMENT OF UNDISPUTED FACTS**

18 1. In 2006, Huerta, Go Global and Rogich owned 100% of the membership interests of  
19 Eldorado Hills, LLC ("Eldorado"). Declaration of Carlos Huerta ("Huerta Declaration") at ¶2, attached  
20 herein as Exhibit A.

21 2. Eldorado was and continues to be the owner of approximately 161 acres of real property  
22 on the mountains to the west of Boulder City where the Pro Gun Club is located. Eldorado had  
23 intended to develop the property into a commercial mixed used industrial facility. See partial offering  
24 brochure, attached herein as Exhibit B; Huerta Declaration at ¶3.  
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1           3.       Due to the inability of Mr. Rogich to contribute any capital towards Eldorado's ongoing  
2 mortgage debt, Rogich entered into the "Agreement to Lend Capital" on April 24, 2008. Exhibit C;  
3 Declaration at ¶3. During this time and continuing thereafter Mr. Huerta loaned \$1,500,000 so the  
4 company could retain the real property but it was also understood that this debt was a priority debt  
5 entitled to repayment upon first capital monies received. As the Agreement to Lend Capital states:

6           Go Global Properties has procured capital equal to \$125,000, which it will  
7 provide to The Company, in order to meet this month's (April 2008's) debt to  
8 ANB Financial. The Party is agreeing that this capital will be owed to the 1st  
9 Party in a priority fashion, whereby the outstanding principal and interest (at 22  
10 percent per annum) will be paid back prior to any other and/or profits being out  
11 from the company and as soon as any additional capital is available in order to  
12 repay this debt. The 2<sup>nd</sup> Party is acknowledging that the 1st Party has gone out to  
13 borrow additional capital in order to be able to provide much-needed capital to  
14 The Company.

15 Exhibit C at ¶3; Huerta Declaration at ¶4.

16           4.       In mid-2008 Mr. Rogich had begun discussions with another investor to invest into the  
17 project. This was done so with the help of Rogich Communications Group staffer Christopher M. Cole.  
18 Eventually, the investor would take the place of Go Global and Mr. Huerta, at Mr. Rogich's urging,  
19 who at that point owned 35% of the membership interests in Eldorado. Other investors such as Eric  
20 Reitz, Craig Dunlap and Antonio Nevada would likewise be repaid the principal amounts they had  
21 provided to Eldorado. Huerta Declaration at ¶5.

22           5.       On or about October 30, 2008, Huerta, Go Global and Mr. Rogich through his family  
23 trust, entered into an agreement whereby the 35% interest of Huerta and Global would be purchased by  
24 Rogich for \$2,747,729.50. Purchase Agreement, referred to as the "Agreement", attached herein as  
25 Exhibit D. Huerta Declaration at ¶6.

6. 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 D, Section 2(a). Huerta Declaration at ¶7.

7. The Agreement also had attached an Exhibit A which identified several parties which had contributed to Eldorado and which monies were due and owing to the "Potential Claimants":

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

Exhibit D, at Exhibit "A" or PLTFS0010; Huerta Declaration at ¶8.

8. During the discovery in this matter, Defendants also asked for the production of documents which affirmed that Nanyah Vegas, LLC was owed \$1,500,000. Plaintiffs identified several documents, of which multiple documents were provided by Defendants themselves:

**REQUEST NO.1:**

All documents relating to the \$1,500,000 alleged in paragraph 15 of The First Amended Complaint to have been invested in Eldorado Hills, LLC by Nanyah Vegas, LLC.

**RESPONSE TO REQUEST FOR PRODUCTION NO. 1:**

See EH000039, EH000045 – 55; PLTFS0001 – 11; PLTFS0028, and; PLTF0030 – 33<sup>1</sup>;

As discovery is ongoing Plaintiffs reserve the right to supplement this request.

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<sup>1</sup> Up until the point where Nanyah invested its \$1.5 million, Mr. Huerta, through his corporation Go Global had invested more than \$4.2 million into Eldorado. PLTFS0031-33 is a copy of one of Eldorado's bank statements showing that \$1.5 million was deposited, into the company's bank account.

1 Plaintiffs' Amended Response to Defendants' First Set of Request for Production of Documents; the  
2 documents identified as EH000017 - 39, EH000045 - 55; PLTFS0001 - 11; PLTFS0028, and;  
3 PLTFS00030 - 33 are collectively attached herein as Exhibit E; Huerta Declaration at ¶9.

4 9. EH000039 is Exhibit "D" to a Membership Interest Purchase Agreement dated October  
5 24, 2008 and states that The Rogich Irrevocable Trust or the "Seller" made certain representations in  
6 specific regard to the monies owed to Nanyah Vegas, LLC and others:

7 **QUALIFICATION OF REPRESENTATIONS OF SELLER**

8 Seller confirms that certain amounts have been advanced to or' on behalf  
9 of the Company by certain third parties, as referenced in Section 8 of the  
10 Agreement, Seller shall endeavor to convert the amounts advanced into non-  
11 interest bearing promissory notes for which Seller shall be responsible.  
12 Regardless of whether the amounts are so converted, Seller shall defend,  
13 indemnify and hold harmless the Company and its members for any claims by the  
14 parties listed below, and any other party claiming interest in the Company as a  
15 result of transactions prior to the date of this Agreement against the Company or  
16 its Members.

- |    |   |                |
|----|---|----------------|
| 13 | 1. Eddyline Investments, LLC (potential investor or debtor) | \$50,000.00    |
| 14 | 2. Ray Family Trust (potential investor or debtor)          | \$283,561.60   |
| 15 | 3. Nanyah Vegas, LLC (through Canamex Nevada, LLC)          | \$1,500.000.00 |
| 16 | 4. Antonio Nevada, LLC/Jacob Feingold                       | \$3,360,000.00 |

17 Exhibit E at EH000039; Huerta Declaration at ¶10.

18 10. The Agreement dated October 30, 2008 and Membership Interest Purchase Agreement  
19 of October 24, 2008 each affirm that Mr. Rogich owed \$1,500,000 to Nanyah Vegas, LLC and that he  
20 and The Rogich Family Trust would indemnify Go Global and Carlos Huerta for any claims of the  
21 parties identified as "Potential Claimants", which included Nanyah Vegas, LLC. Exhibit D and E.  
22 This also conformed with the Purchase Agreement, Exhibit D, which stated "Seller [Carlos Huerta and  
23 Go Global, Inc.], however will not be responsible to pay the Exhibit A Claimants their percentage of  
24 debt. This will be Buyer's obligation, moving forward and Buyer will also make sure that any ongoing  
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1 company bills (utilities, security) and expenses attributed to maintaining the property) will not be  
2 Seller's obligation(s) from the date of closing, with Pete and AI, onward.” Exhibit D, EH00048; Huerta  
3 Declaration at ¶11.

4 11. EH000045 – 55 and PLTF0001 - 11 are the same Purchase Agreement which has been  
5 produced herein as Exhibit D. cf. Exhibit E. PLTFS00028 and 30-33 are notes from a phone  
6 conversation on October 24, 2008 and bank statements affirming that Eldorado received \$1,500,000.00.  
7 Huerta Declaration at ¶12.

8 12. During this same time in October 2008, Mr. Huerta, Mr. Rogich and Eldorado were  
9 working on repaying persons and entities that provided funds to Eldorado either through Canamex or to  
10 Eldorado directly. Huerta Declaration at ¶13.

11 13. Eldorado repaid Eric Reitz, PE and Craig Dunlap, Esq. respectively \$20,000 and  
12 \$50,000 in late 2008 because they had “advanced the sum [\$20,000 and \$50,000] directly or indirectly  
13 (including indirectly through Canamex Nevada, LLC) to Eldorado Hills, LLC (the “Company”). Huerta  
14 Declaration at ¶14; see e.g. Purchase Agreement dated October 31, 2008 signed by Craig Dunlap.  
15 Attached herein as Exhibit F.

16 14. Eric Reitz, PE and Craig Dunlap, Esq. were also not provided K-1s for their investment  
17 or “Advancement” as referred to in their own respective Purchase Agreements. Huerta Declaration at  
18 ¶15.

19 15. Even after Mr. Huerta and Go Global had sold their interest in Eldorado, he continued to  
20 assist Mr. Rogich in trying to sell the real property. See Email correspondence between Melissa  
21 Olivas, Sig Rogich and Carlos Huerta dated January 2010, Re: Offer for 40 acres and warehouse,  
22 attached herein as Exhibit G; Huerta Declaration at ¶16.  
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16. Following the sale of Go Global's interest to The Rogich Family Trust in October 2008, through 2012, Mr. Rogich represented that he would pay the parties identified as "Potential Claimants"; the same parties that were identified in the Membership Interest Purchase Agreement. Huerta Declaration at ¶17.

17. It was only in late 2012 that Mr. Rogich represented that he conveyed his membership interest in Eldorado to TELD, LLC, a Nevada limited liability company.<sup>2</sup> 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. Prior to this time in 2012, Plaintiffs had no reason to suspect that they would not be repaid for the monies provided. Additionally, Mr. Rogich has provided no evidence that at any time subsequent to October 2008 that he was not going to honor the obligations mentioned in the Purchase Agreement or Membership Interest Purchase Agreement. Huerta Declaration at ¶18.

## II.

## LEGAL STANDARDS

## A. SUMMARY JUDGMENT STANDARDS

**NRC** 56(c) states:

The motion shall be served at least 10 days before the time fixed for the hearing. Motions for summary judgment and responses thereto shall include a concise statement setting forth each fact material to the disposition of the motion which the party claims is or is not genuinely in issue, citing the particular portions of any pleading, affidavit, deposition, interrogatory, answer, admission, or other evidence upon which the party relies. The judgment sought shall be

<sup>2</sup> Mr. Rogich admits that he did not tell Mr. Huerta of his transfer of interest for no consideration until “early fall 2012.” Sig Rogich as Trustee of Rogich Family Irrevocable Trust Answers to Plaintiff’s First Set of Interrogatories, p. 2:13-17, 22-26, attached herein as Exhibit H. Therefore even using Mr. Rogich’s own admission that Nanyah would not receive repayment because he decided not to honor his commitments, that information was not available until Fall 2012. Neither of the Plaintiffs herein would have reason to believe that they would suffer damages until that time, and the statute of limitations would run from Fall 2012. Thus when Plaintiffs filed their claims approximately one year following on July 31, 2013, the Plaintiffs timely filed for relief.

1 rendered forthwith if the pleadings, depositions, answers to interrogatories, and admissions on  
2 file, together with the affidavits, if any, show that there is no genuine issue as to any material  
3 fact and that the moving party is entitled to a judgment as a matter of law. **A summary  
4 judgment, interlocutory in character, may be rendered on the issue of liability alone  
although there is a genuine issue as to the amount of damages.** An order granting summary  
judgment shall set forth the undisputed material facts and legal determinations on which the  
court granted summary judgment. (Emphasis Added)

5 Summary judgment is appropriate only when no genuine issue of fact remains for trial and the moving  
6 party is entitled to judgment as a matter of law. *VISA Int'l Serv. Ass'n v. Bankcard Holders of Am.*, 784  
7 F.2d 1472 (9th Cir. 1986). See also *Insurance Corporation of America v. J. Rubin, M.D.*, 107 Nev.  
8 610, 818 P.2d 389 (1991) In *Tobler & Oliver v. Board of Trustees*, 84 Nev. 438, 442 P.2d 904 (1968),  
9 the Court stated:

11 It is well established under NRCP 56(c), when there remains no material issue of fact to be  
12 resolved and when it appears that the moving party is entitled to judgment as a matter of law,  
13 that summary judgment must be granted. *McCall v. Scherer*, 73 Nev. 226, 315 P.2d 807 (1957);  
14 *Short v. Hotel Riviera, Inc.*, 79 Nev. 94, 378 P.2d 979 (1963); 3 Barron and Holtzoff Federal  
Practice and Procedure §1234, page 119; 6 Moore's Federal Practice; 5.15.2101. 84 Nev. 438,  
441-442.

15 The party moving for summary judgment has the burden of clearly establishing the lack of any  
16 material fact. *Adickes v. S. H. Kress & Co.*, 398 U.S. 144, 90 S.Ct. 1598 (1970); *Poller v. Columbia*  
17 *Broadcasting System, Inc.*, 368 U.S. 464, 82 S.Ct. 486 (1962); *Pardo v. Olson & Sons, Inc.*, 40 F.3d  
18 1063 (9th Cir. 1994).

19 For purposes of a motion for summary judgment, the non-moving party's version of the facts  
20 must be accepted as true and all disputes resolved in its favor. *Bishop v. Wood*, 426 U.S. 341, 96 S.Ct.  
21 2074 (1976); *United States v. Diebold*, 369 U.S. 654, 82 S.Ct. 993 (1962); *Ashton v. Cory*, 780 F.2d  
22 816 (9th Cir. 1986). However, the Court also stated that "the opponent [to the motion for summary  
23 judgment] must nevertheless show that he can produce evidence at trial to support his claim." See also  
24 *LaPica v. District Court*, 97 Nev. 86, 624 P.2d 1003 (1981). The Supreme Court has also noted that:

26 NRCP 56(b) provides in part that when a motion for summary judgment is made and supported  
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1 as required by NRCP 56, the adverse party may not rest upon the mere allegations of his  
2 pleading, but must by affidavit or otherwise, set forth facts demonstrating the existence of a  
3 genuine issue of trial. *Garvey v. Clark County*, 91 Nev. 127, 130 532 P.2d 269, 271 (1978);  
*Adamson v. Bowker*, 85 Nev. 115, 118-120, 450 P.2d 796. *Bird v. Casa Royale West*, (8)97  
Nev. 67, 624 P.2d 17 (1981).

4 Finally, the Nevada Supreme Court in *Collins v. Union Federal Savings and Loan*, 99 Nev. 284,  
5 662 P.2d 610 (1983), stated that “. . . although the party opposing a motion for summary judgment is  
6 entitled to all favorable inferences from the pleadings and documentary evidence . . . the opposing party  
7 is not entitled to build a case on the gossamer threads of whimsy, speculation and conjecture [citations  
8 omitted].”

#### 11 **1. Partial Summary Judgment.**

12 The standards and procedures for granting partial summary judgment, also known as summary  
13 adjudication, are the same as those for summary judgment. *See Calif. v. Campbell*, 138 F.3d 772, 780  
14 (9<sup>th</sup>, 1998); *Continental Insur. Co. v. Cota*, 2010 WL 383367 \*2 (N.D. Cal. Jan. 27, 2010). Partial  
15 summary judgment “upon all or any part of a claim” is appropriate when the evidentiary proof offered  
16 by the moving party shows that there is no genuine issue of material fact as to the specified portion of  
17 the claim and the moving party is entitled to a determination as a matter of law. *Celotex Corp v.*  
18 *Catrett*, 477 U.S. 317, 322 (1986); Fed. R. Civ. P. Rule 56. A plaintiff moving for summary judgment  
19 must demonstrate all elements of its claim to prevail. *Lockwood v. Wolf Corp.*, 629 F.2d 603, 611 (9<sup>th</sup>  
20 Cir.1980).

22 Though Defendants have a catalog of defenses listed in their answer, without more, it is  
23 insufficient to avoid summary judgment. *Johnson v. Georgia-Pacific Corp.*, 2009 WL 1311896 at \*2  
24 (9<sup>th</sup>, Cir. May 12, 2009); *In re MarchFirst, Inc.*, 2007 WL 4105816, at \*5 (Bankr. N.D. Ill. Nov. 15  
25 2007), citing, *Celotex*, 477 U.S. at 324, 106 S. Ct. at 2553. At a minimum, they must offer sufficient  
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evidence to raise a triable issue of fact as to each element of any defense that they want to pursue.

### III.

#### LEGAL ARGUMENT

##### A. NANYAH'S CLAIM IS WITHIN THE APPLICABLE STATUTE OF LIMITATIONS BECAUSE MR. ROGICH CONTINUED TO REPRESENT UP UNTIL 2012 THAT IT WOULD BE REPAID UNDER THE PURCHASE AGREEMENT.

Mr. Rogich and Eldorado continued to represent all the way up to 2012 that Nanyah Vegas would be repaid, and only after their representations in 2012 that none of the parties owed would be repaid did Nanyah suffer damages. A statute of limitations commences when a party knew or should have reasonably known of facts giving rise to cause of action. *Nevada State Bank v. Jemison Family Partnership*, 106 Nev. 792, 800, 801 P.2d 1377, 1382 (1990). The Court in *Millspaugh v. Millspaugh*, 96 Nev. 446, 448, 96 Nev. 446, 449 (2008) the issue of when a statute began to toll was addressed:

The pertinent question here is whether appellant should have learned, through the exercise of proper diligence, of the fraud or mistake when she met with her attorney in 1972, thereby triggering the statute of limitations. **This is a question of fact to be determined by the jury or trial court after a full hearing where, as here, the facts are susceptible to opposing inferences.** See *Golden Nugget, Inc. v. Ham*, 95 Nev. 45, 589 P.2d 173 (1979); *Dredge Corp. v. Wells Cargo, Inc.*, 80 Nev. 99, 389 P.2d 394 (1964); *Hobart v. Hobart Estate Co.*, 26 Cal.2d 412, 159 P.2d 958 (1945). [Emphasis Added].

The statute of limitations is contingent on the answer to specific questions. The Court in *Dredge Corp.* stated:

[t]he applicability of the statute of limitations **depends upon a prior determination of material questions of disputed fact which should have been reserved for decision after a full trial.** Had the record (affidavits and depositions) before the trial court shown, without dispute, that Wells had breached the agreement by failing to perform the work required by November 12, 1955, then the claim of Dredge, at least for the coercive relief of contract damages (though perhaps not for an accounting), would have been barred by the six year statute, for this suit was not started until November 30, 1962. **However, this issue was disputed.** (Emphasis Added)

*Id.* at 103.



1 Based on this the *Dredge Corp.* court concluded:

2 Thus, the summary judgment may not stand as to any of the relief sought-  
3 declaratory or coercive. The former, because it is not subject to the bar of  
4 limitations as a matter of law; the latter, because disputed fact issues must first be  
decided before the applicability of limitations is placed into focus.

5 *Id.*

6 The “injury discovery rule” also prevents parties when concealing their true intentions and  
7 allows the applicable statute of limitations to toll when the “injury” is reasonably discovered or should  
8 have been reasonably discovered. However “injury” means “legal injury.” *Massey v. Litton*, 99 Nev.  
9 723, 727-28, 669 P.2d 248, 251-52 (1983) (holding that NRS 41.097(2) “injury” means “legal injury”  
10 and thus the time is tolled for a reasonable time to conclude that damages have resulted). The *Massey*  
11 *court* also explained that the statute of limitations begins to toll when the affected party “knows or  
12 should have damages had been suffered” or the “injury discovery rule”:  
13

14 Having decided that “injury” means legal injury, we now determine when the  
15 patient “discovers” her legal injury. In *Ballinger*, the court held that the statute  
16 begins to run when the injured person knows or should know that he has suffered  
17 a legal injury. *Id.* Thus the discovery may be either actual or presumptive. Our  
statute similarly provides for actual or presumptive discovery. NRS 41A.097(1).

18 This construction is in accord with the majority view in construing statutory and  
19 common law discovery rules. The discovery may be either actual or presumptive,  
20 but must be of both the fact of damage suffered and the realization that the cause  
21 was the health care provider's negligence. *See* 1 D. Louisell & H. Williams,  
22 *Medical Malpractice* sec. 13.07 at 13–24 n. 54, 13–25 (1983). *See also Sanders v.*  
23 *Blunt*, 357 So.2d 620, 621 (La.App.1978); *Brown v. Mary Hitchcock Memorial*  
24 *Hosp.*, 117 N.H. 739, 378 A.2d 1138, 1140 (1977); *Lopez v. Swyer*, 62 N.J. 267,  
25 300 A.2d 563, 567 (1973); *Ohler v. Tacoma General Hosp.*, 92 Wash.2d 507, 598  
26 P.2d 1358, 1360 (1979). This rule has been clarified to mean that the statute of  
27 limitations begins to run when the patient has before him facts which would put a  
28 reasonable person on inquiry notice of his possible cause of action, whether or not  
it has occurred to the particular patient to seek further medical advice. *See*  
*Graham v. Hansen*, 128 Cal.App.3d 965, 180 Cal.Rptr. 604, 609 (1982); *Sanchez*  
*v. South Hoover Hosp.*, 18 Cal.3d 93, 132 Cal.Rptr. 657, 663, 553 P.2d 1129,  
1135 (1976). The focus is on the patient's knowledge of or access to facts rather

1 than on her discovery of legal theories. *Graham v. Hansen*, 180 Cal.Rptr. at 609–  
2 610. *See also* Louisell & Williams, *supra*, at 13–25.

3 *Massey v. Litton*, 99 Nev. 723, 727-28, 669 P.2d 248, 251-52 (1983).

4 *Massey and Libby v. Eighth Jud. Dist. Ct.*, 130 Nev. Adv. Op. 39, 325 P.3d 1276, 1279 (2014)  
5 are distinct though from a case involving claims based in contract or equity as the statute of limitations  
6 for medical malpractice has a one-year discovery statute of limitations and a three year limitation. *Id.*  
7 As explained in *Libby*:

8 [c]ourts have similarly concluded that a plaintiff does not need to be aware of the  
9 cause of his or her injury for the three-year limitation period to begin to accrue.  
10 *Marriage & Family Ctr. v. Superior Court*, 228 Cal.App.3d 1647, 279 Cal.Rptr.  
11 475, 478 (1991). In so concluding, California courts have reasoned that the  
12 purpose of the three-year limitation period is “to put an outside cap on the  
13 commencements of actions for medical malpractice, to be measured from the date  
14 of the injury, regardless of whether or when the plaintiff discovered its negligent  
15 cause.” *Id.*

16 *Libby v. Eighth Jud. Dist. Ct.*, 130 Nev. Adv. Op. 39, 325 P.3d 1276, 1280 (2014).

17 In *Libby*,<sup>3</sup> the Nevada Supreme Court recognized that the California court had determined that  
18 the plaintiff must “have suffered some appreciable harm” for the three-year statute of limitations to run.  
19 *Id.* The Nevada Supreme Court, in adopting this analysis, stated “that the Nevada Legislature tied the  
20 running of the three-year limitation period to plaintiffs appreciable injury and not to the plaintiffs  
21 awareness of that injury's possible cause”. *Id.* Due to this interpretation Ms. Libby’s statute of  
22 limitation only began to run when a test showed that she had an infection following surgery, not when  
23 she knew the cause. *Id.*

24 In this matter, the statute of limitations began to toll when Nanyah reasonably had facts giving  
25 rise to their cause of action. *See Nevada State Bank*, 106 Nev. at 800. Mr. Huerta, who testified on

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26 <sup>3</sup> This is the sole case in which Defendants have offered to support their argument that Nanyah’s claim  
27 began at the time of the Purchase Agreement in October 2008, and not when Nanyah actually became  
28 aware that they would suffer damages in 2012. Using Defendant’s rationale, based on *Libby*, every  
contracts statute of limitations, whether breached or not, would begin to accrue at the time of execution  
and not at the time of breach. This assertion is not supported by *Libby* as expressed herein nor  
supported by any other case law, and conflicts with the well-grounded law in Nevada.

1 behalf of Nanyah Vegas, LLC, has stated that he did not become aware that Defendants would not  
2 honor the debts, until late 2012. Huerta Declaration at ¶16. A determination of whether the statute of  
3 limitations tolled at a date prior to 2012 is a question of fact for a jury to consider. *See Millsbaugh*, 96  
4 Nev. at 448. Additionally, Defendants have not submitted an affidavit of Mr. Rogich claiming that he  
5 put Nanyah Vegas on notice at any time prior to 2012 that he would not repay the debt. The multiple  
6 agreements which Mr. Rogich signed actually say the opposite, that he would repay Nanyah and  
7 indemnify Carlos Huerta/Go Global, Inc. for any claims that Nanyah may have in the future. Exhibits  
8 D and E. This Court has not determined, as a matter of fact, the statute of limitations began to accrue in  
9 2008, and respectfully it cannot because it is disputed material, which should be reserved for trial.  
10 *Dredge Corp.*, 80 Nev. at 109.

12 The statute of limitations did not toll until Nanyah had suffered some “appreciable injury.” *See*  
13 *Libby*, 325 P.3d at 1280; *see also Massey*, 99 Nev. at 727-28. Similar to the case in *Libby*, the statute  
14 of limitations could not begin to accrue until Nanyah was made aware that they would not receive the  
15 \$1,500,000 promised by Mr. Rogich and Eldorado. *See Libby*, 325 P.3d at 1280. Nanyah was only  
16 made aware of the breach several years after the agreements were executed and during this same time  
17 Mr. Huerta was still assisting Eldorado to sell the property or obtain a profit. When Mr. Rogich  
18 informed Mr. Huerta in 2012 that he would not pay the monies owed to Nanyah or any others this was  
19 the same as in *Libby*, when the plaintiff received the test results. Thus, the statute of limitations began  
20 to accrue at that time. Because the statute of limitations began to accrue in 2012 and not 2008, the  
21 Nanyah claim filed in 2013 is well within the statute of limitations period pursuant to NRS 11.190(2).  
22

23  
24 **1. As an Intended Third-Party Beneficiary, Nanyah is Entitled to The Same Statute of  
Limitations as Go Global, Inc. and Has Thus Timely Filed a Claim for Recovery.**

25 Nanyah was an intended third-party beneficiary of the Purchase Agreement and Membership  
26 Interest Purchase Agreement and, thus, may avail itself to the same statute of limitations as the parties  
27

1 to the agreements. “To obtain such a status, there must clearly appear a promissory intent to benefit the  
2 third party (\*\*825 *Olson v. Iacometti*, 91 Nev. 241, 533 P.2d 1360 (1975)), and ultimately it must be  
3 shown that the third party's reliance thereon is foreseeable (*Lear v. Bishop*, 86 Nev. 709, 476 P.2d 18  
4 (1970)).” *Lipshie v. Tracy Inv. Co.*, 93 Nev. 370, 379, 566 P.2d 819, 824-25 (1977). Generally, a third-  
5 party beneficiary takes subject to any defense arising from the contract that is assertible against the  
6 promisee, including the statute of limitations. *Gibbs v. Giles*, 96 Nev. 243, 246-47, 607 P.2d 118, 120  
7 (1980)<sup>4</sup>; citing e. g., *Skylawn v. Superior Court*, 88 Cal.App.3d 316, 151 Cal.Rptr. 793 (1979); *Bogart*  
8 *v. George K. Porter Co.*, 193 Cal. 197, 223 P. 959 (1924); 4 Corbin on Contracts s 820 (1951); 2  
9 Williston on Contracts s 394 (3d ed. 1959).

11 The Purchase Agreement and Membership Interest Purchase Agreements clearly evidenced that  
12 Nanyah was an intended third party beneficiary and entitled to same statute of limitations as Go Global.  
13 It is not disputed that Nanyah was identified as a benefitting party and it is reasonable to believe that  
14 after being made aware of that written promise that reliance would result. *See Lipshie*, 93 Nev. at 379.  
15 Nanyah is entitled as an intended beneficiary to the same defenses as Go Global. *See Gibbs*, 96 Nev. at  
16 246-47. As Go Global can assert that the statute of limitations has not passed, nor have Defendants  
17 claimed that it has for Go Global, that defense may likewise be used by Nanyah. *See Id.* Therefore  
18 under the status of third-party beneficiary the statute of limitations for Nanyah has not passed.  
19

20 **B. NANYAH IS ENTITLED TO AN AWARD OF \$1,500,000 AS THE AGREEMENT**  
21 **SIGNED BY DEFENDANTS STATES THAT THE DEBT WAS RECEIVED AND IS**  
22 **OWED. ADDITIONALLY, DEFENDANTS’ COUNTERCLAIM FOR**  
23 **CONTRIBUTION MUST BE DISMISSED AS DEFENDANTS AGREED TO**  
24 **INDEMNIFY.**

---

24 <sup>4</sup> *Gibbs* was superseded by statute on other grounds not relative to the point that that the statute of  
25 limitations for a third-party beneficiary shares the same statute of limitations with the party with whom  
26 is directly associated with the contract. *See State of Washington v. Bagley*, 114 Nev. 788, 963 P.2d 498  
27 (1998) (holding that unpaid child support payments accruing within past six year period were subject to  
28 enforcement).

1 It is unequivocal that the Defendants acknowledged that the Purchase Agreement and  
2 Membership Interest Agreement state that Nanyah is owed \$1,500,000. “[I]n the absence of ambiguity  
3 or other factual complexities,” contract interpretation is a question of law that the district court may  
4 decide on summary judgment. *Ellison v. Cal. State Auto. Ass’n*, 106 Nev. 601, 603, 797 P.2d 975, 977  
5 (1990). Whether a contract is ambiguous likewise presents a question of law. *Margrave v. Dermody*  
6 *Props.*, 110 Nev. 824, 827, 878 P.2d 291, 293 (1994). A contract is ambiguous if its terms may  
7 reasonably be interpreted in more than one way. *Anvui, LLC v. G.L. Dragon, LLC*, 123 Nev. 212, 215,  
8 163 P.3d 405, 407 (2007). Ambiguity does not arise simply because the parties disagree on how to  
9 interpret their contract. *Parman v. Petricciani*, 70 Nev. 427, 430–32, 272 P.2d 492, 493–94 (1954)  
10 (concluding that summary judgment was appropriate because the interpretation offered by one party  
11 was unreasonable and, therefore, the contract contained no ambiguity), *abrogated on other grounds by*  
12 *Wood v. Safeway, Inc.*, 121 Nev. 724, 121 P.3d 1026 (2005). Rather, “an ambiguous contract is ‘an  
13 agreement obscure in meaning, through indefiniteness of expression, or having a double meaning.’ ”  
14 *Hampton v. Ford Motor Co.*, 561 F.3d 709, 714 (7th Cir.2009) (quoting *Whiting Stoker Co. v. Chicago*  
15 *Stoker Corp.*, 171 F.2d 248, 251 (7th Cir.1948))<sup>5</sup>.

16 Defendants’ subjective interpretation of the facts regarding the monies owed to Nanyah are  
17 barred by the parol evidence rule. The parol evidence rule prevents evidence of a party's intent to  
18 create an ambiguity in an otherwise unambiguous written contract. *Kaldi v Farmers Ins. Exch.* 117  
19 Nev. 273, 282 (2001). “The parol evidence rule forbids the reception of evidence which would vary or  
20 contradict the contract, since all prior negotiations and agreements are deemed to have been merged  
21 therein.” *Daly v. Del E. Webb Corp.*, 96 Nev. 359, 361, 609 P.2d 319, 320 (1980). Parties are bound by  
22 the terms of a written contract regardless of their subjective belief at the time the agreement was signed.  
23 *Campanelli v. Convervas Altamira, S.A.*, 86 Nev. 838, 841, 477 P.2d 870, 872 (1970). The parol

---

24 <sup>5</sup> These cases referencing contractual interpretation were all referenced in a recent case of the Nevada  
25 Supreme Court, *Galardi v. Naples Polaris, LLC*, 129 Nev. Adv. Op. 33, 301 P.3d 364, 366 (2013),  
26 reconsideration en banc denied (July 18, 2013)  
27  
28

1 evidence rule is not just an evidentiary rule, but a substantive rule that applies in equity as well as at  
2 law. *State ex rel. List v. Courtesy Motors*, 95 Nev. 103, 590 P.2d 163, 165 (1979).

3       The Purchase Agreement and Membership Interest Purchase Agreement are not ambiguous.  
4 These agreements state without ambiguity that the \$1,500,000 was received from Nanyah, that  
5 Eldorado acknowledged the receipt of the same, that Eldorado and Mr. Rogich would repay the debt  
6 and that Go Global and Mr. Huerta would be indemnified. These agreements are not ambiguous  
7 because they can only be interpreted in one way. *See Anvui, LLC*, 123 Nev. 212, 215, 163 P.3d 405,  
8 407 (2007). As no ambiguity exists pursuant to these agreements, Nanyah must be awarded its  
9 \$1,500,000 and the Defendants' counterclaim, for contribution, must be dismissed.

10       Additionally, the Defendants' attempts to contradict their own writings, in claiming that  
11 Eldorado did not receive a benefit must be ignored, under the parol evidence rule. The claim that  
12 Nanyah is not owed \$1,500,000, and that Go Global must indemnify Defendants, contradicts the  
13 written evidence before the Court. These claims should be prevented from being provided any  
14 consideration "as parol evidence rule forbids the reception of evidence which would vary or contradict  
15 the contract, since all prior negotiations and agreements are deemed to have been merged therein." *See*  
16 *Daly*, 96 Nev. 359, 361, 609 P.2d 319, 320 (1980). The Defendants are not entitled to assert their  
17 subjective beliefs as the parties are bound to the representations made in the Purchase Agreement and  
18 Membership Interest Purchase Agreement. *See Campanelli*, 86 Nev. at 841. Therefore, summary  
19 judgment is appropriate in favor of Nanyah's claim for \$1,500,000 and in favor of Counterdefendants  
20 for dismissal of the claims of indemnity and contribution.  
21

22 ///

23 ///

## CONCLUSION

DATED this 13<sup>th</sup> day of August, 2014.

By: /s/ Brandon B. McDonald  
 Brandon B. McDonald, Esq.  
 Nevada Bar No.: 11206  
 2505 Anthem Village Drive, Ste. E-474  
 Henderson, NV 89052  
 Attorneys for Plaintiffs

**CERTIFICATE OF SERVICE**

I hereby certify that on the 13<sup>th</sup> day of August, 2014, I served a copy of the foregoing  
**PLAINTIFF'S OPPOSITION TO DEFFENDANTS' MOTION FOR PARTIAL SUMMARY  
JUDGMENT AND COUNTER-MOTION FOR PARTIAL SUMMARY JUDGMENT** upon each  
of the parties via Odyssey E-Filing System pursuant to NRCP 5(b)(2)(D) and EDCR 8.05 to:

McDonald Law Offices, PLLC  
Brandon McDonald    brandon@mcdonaldlawyers.com  
Charles Barnabi      charlesbarnabi@gmail.com

and by first class mail to the following who were not identified on the Court's electronic filing system:

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

/s/ Charles Barnabi  
An employee of McDonald Law Offices, PLLC



# EXHIBIT A

**DECL**

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

**DECLARATION OF CARLOS A. HUERTA IN SUPPORT OF PLAINTIFF'S OPPOSITION TO DEFENDANTS' MOTION FOR PARTIAL SUMMARY JUDGMENT AND COUNTER-MOTION FOR PARTIAL SUMMARY JUDGMENT**

STATE OF NEVADA            )  
  )       ss:  
COUNTY OF CLARK         )

CARLOS A. HUERTA, being duly sworn, deposes and says:

1. I am over the age of eighteen, mentally competent, and unless otherwise indicated, I

1 have personal knowledge of the facts set forth herein. I am an individual plaintiff, principal of Go  
2 Global, Inc. ("Go Global") and Trustee of The Alexander Christopher Trust. I make this declaration  
3 in support of the above-captioned Plaintiffs' Opposition to Defendants' Motion for Partial Summary  
4 Judgment and Counter-Motion for Partial Summary Judgment (the "Opposition").

5 2. In 2006, Huerta, Go Global and Rogich owned 100% of the membership interests of  
6 Eldorado Hills, LLC ("Eldorado").

7 3. Eldorado was and continues to be the owner of approximately 161 acres of real property  
8 on the mountains to the west of Boulder City where the Pro Gun Club is located. Eldorado had  
9 intended to develop the property into a commercial mixed used industrial facility. See partial offering  
10 brochure, attached to the Opposition as Exhibit B. Due to the inability of Mr. Rogich to contribute any  
11 capital towards Eldorado's ongoing mortgage debt, Rogich entered into the "Agreement to Lend  
12 Capital" on April 24, 2008. Exhibit C to the Opposition.

14 4. During this time and continuing thereafter I, or through Go Global, loaned \$1,500,000  
15 so the company could retain the real property but it was also understood that this debt was a priority  
16 debt entitled to repayment upon first capital monies received. As the Agreement to Lend Capital states:

18 Go Global Properties has procured capital equal to \$125,000, which it will  
19 provide to The Company, in order to meet this month's (April 2008's) debt to  
20 ANB Financial. The Party is agreeing that this capital will be owed to the 1st  
21 Party in a priority fashion, whereby the outstanding principal and interest (at 22  
22 percent per annum) will be paid back prior to any other and/or profits being out  
23 from the company and as soon as any additional capital is available in order to  
24 repay this debt. The 2<sup>nd</sup> Party is acknowledging that the 1st Party has gone out to  
25 borrow additional capital in order to be able to provide much-needed capital to  
26 The Company.

27 Exhibit C at ¶3.

28 5. In mid-2008 Mr. Rogich had begun discussions with another investor to invest into the  
project. This was done so with the help of Rogich Communications Group staffer Christopher M. Cole.

1 Eventually, the investor would take the place of Go Global and Mr. Huerta, at Mr. Rogich's urging,  
2 who at that point owned 35% of the membership interests in Eldorado. Other investors such as Eric  
3 Reitz, Craig Dunlap and Antonio Nevada would likewise be repaid the principal amounts they had  
4 provided to Eldorado.

5 6. On or about October 30, 2008, I, Go Global and Mr. Rogich, through his family trust,  
6 entered into an agreement whereby the 35% interest of Huerta and Global would be purchased by  
7 Rogich for \$2,747,729.50. Purchase Agreement, referred to as the "Agreement", attached to the  
8 Opposition as Exhibit D.

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

12 8. The Agreement also had attached an "Exhibit A" which identified several parties which  
13 had contributed to Eldorado and which monies were due and owing to these "Potential Claimants":

14 Potential Claimants

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

20 Exhibit D, at Exhibit "A" or PLTFS0010.

21 9. During the discovery in this matter, Defendants also asked for the production of  
22 documents which affirmed that Nanyah Vegas, LLC was owed \$1,500,000. Plaintiffs identified several  
23 documents, of which multiple documents were provided by Defendants themselves:  
24  
25  
26  
27  
28

1                   **REQUEST NO.1:**

2                   All documents relating to the \$1,500.000 alleged in paragraph 15 of The  
3                   First Amended Complaint to have been invested in Eldorado Hills, LLC by  
4                   Nanyah Vegas, LLC.

5                   **RESPONSE TO REQUEST FOR PRODUCTION NO. 1:**

6                   See EH000039, EH000045 – 55; PLTFS0001 – 11; PLTFS0028, and;  
7                   PLTF0030 – 33<sup>1</sup>;

8                   As discovery is ongoing Plaintiffs reserve the right to supplement this  
9                   request.

10                  Plaintiffs' Amended Response to Defendants' First Set of Request for Production of Documents; the  
11                  documents identified as EH000017 - 39, EH000045 – 55; PLTFS0001 – 11; PLTFS0028, and;  
12                  PLTFS00030 – 33 are collectively attached herein as Exhibit E; Huerta Declaration at ¶9.

13                  10.       EH000039 is Exhibit “D” to a Membership Interest Purchase Agreement dated October  
14                  24, 2008 and states that The Rogich Irrevocable Trust or the “Seller” made certain representations in  
15                  specific regard to the monies owed to Nanyah Vegas, LLC and others:

16                               **QUALIFICATION OF REPRESENTATIONS OF SELLER**

17                   Seller confirms that certain amounts have been advanced to or' on behalf  
18                   of the Company by certain third parties, as referenced in Section 8 of the  
19                   Agreement, Seller shall endeavor to convert the amounts advanced into non-  
20                   interest bearing promissory notes for which Seller shall be responsible.  
21                   Regardless of whether the amounts are so converted, Seller shall defend,  
22                   indemnify and hold harmless the Company and its members for any claims by the  
23                   parties listed below, and any other party claiming interest in the Company as a  
24                   result of transactions prior to the date of this Agreement against the Company or  
25                   its Members.

- |    |   |                |
|----|---|----------------|
| 26 | 1.       Eddyline Investments, LLC (potential investor or debtor) | \$50,000.00    |
| 27 | 2.       Ray Family Trust (potential investor or debtor)          | \$283,561.60   |
| 28 | 3.       Nanyah Vegas, LLC (through Canamex Nevada, LLC)          | \$1,500.000.00 |

29                  <sup>1</sup> Up until the point where Nanyah invested its \$1.5 million, Mr. Huerta, through his corporation Go  
30                  Global had invested more than \$4.2 million into Eldorado. PLTFS0031-33 is a copy of one of  
31                  Eldorado's bank statements showing that \$1.5 million was deposited, into the company's bank account.

4. Antonio Nevada, LLC/Jacob Feingold

\$3,360,000.00

Exhibit E at EH000039.

11. The Agreement dated October 30, 2008 and Membership Interest Purchase Agreement of October 24, 2008 each affirm that Mr. Rogich owed \$1,500,000 to Nanyah Vegas, LLC and that he and The Rogich Family Trust would indemnify Go Global and Carlos Huerta for any claims of the parties identified as "Potential Claimants", which included Nanyah Vegas, LLC. Exhibit D and E. This also conformed with the Purchase Agreement, Exhibit D, which stated "Seller [Carlos Huerta and Go Global, Inc.], however will not be responsible to pay the Exhibit A Claimants their percentage of 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 AI, onward." Exhibit D, EH00048.

12. EH000045 – 55 and PLTF0001 - 11 are the same Purchase Agreement which has been produced herein as Exhibit D. cf. Exhibit E. PLTFS00028 and 30-33 are notes from a phone conversation on October 24, 2008 and bank statements affirming that Eldorado received \$1,500,000.00.

13. During this same time in October 2008, Mr. Huerta, Mr. Rogich and Eldorado were working on repaying persons and entities that provided funds to Eldorado either through Canamex or to Eldorado directly.

14. Eldorado repaid Eric Reitz, PE and Craig Dunlap, Esq. respectively \$20,000 and \$50,000 in late 2008 because they had "advanced the sum [\$20,000 and \$50,000] directly or indirectly (including indirectly through Canamex Nevada, LLC) to Eldorado Hills, LLC (the "Company"). See e.g. Purchase Agreement dated October 31, 2008 signed by Craig Dunlap, attached herein to the Opposition as Exhibit F.

1           15.     Eric Reitz, PE and Craig Dunlap, Esq. were also not provided K-1s for their investment  
2 or “Advancement” as referred to in their own respective Purchase Agreements.

3           16.     Even after Go Global and I had sold their interest in Eldorado, I continued to assist Mr.  
4 Rogich in trying to sell the real property. See Email correspondence between Melissa Olivas, Sig  
5 Rogich and Carlos Huerta dated January 2010, Re: Offer for 40 acres and warehouse, attached to the  
6 Opposition as Exhibit G.

7           17.     Following the sale of Go Global’s interest to The Rogich Family Trust in October 2008,  
8 through 2012, Mr. Rogich represented that he would pay the parties identified as “Potential Claimants”;  
9 the same parties that were identified in the Membership Interest Purchase Agreement.

10           18.     It was only in late 2012 that Mr. Rogich represented that he conveyed his membership  
11 interest in Eldorado to TELD, LLC, a Nevada limited liability company.<sup>2</sup> Rogich failed to inform Go  
12 Global and I of his intentions to transfer all the acquired membership interest in Eldorado to TELD,  
13 LLC and was only informed after the transfer had in fact occurred. Prior to this time in 2012, Plaintiffs  
14 had no reason to suspect that they would not be repaid for the monies provided. Additionally, Mr.  
15 Rogich has provided no evidence that at any time subsequent to October 2008 that he was not going to  
16 honor the obligations mentioned in the Purchase Agreement or Membership Interest Purchase  
17 Agreement.  
18  
19  
20  
21

22  
23 <sup>2</sup> Mr. Rogich admits that he did not tell Mr. Huerta of his transfer of interest for no consideration until  
24 “early fall 2012.” Sig Rogich as Trustee of Rogich Family Irrevocable Trust Answers to Plaintiff’s  
25 First Set of Interrogatories, p. 2:13-17, 22-26, attached to the Opposition at Exhibit H. Therefore even  
26 using Mr. Rogich’s own admission that Nanyah would not receive repayment because he decided not to  
27 honor his commitments, that information was not available until Fall 2012. None of the Plaintiffs  
28 herein would have reason to believe that they would suffer damages until that time, and the statute of  
limitations would run from Fall 2012. Thus when Plaintiffs filed their claims approximately one year  
following on July 31, 2013, the Plaintiffs timely filed for relief.

1 I declare under penalty of perjury of the laws of the United States that these facts are true to the  
2 best of my knowledge and belief.

3 Dated this 13<sup>th</sup> day of August, 2014.

4  
5 /s/ Carlos A. Huerta  
6 Carlos A. Huerta  
7  
8  
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10  
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# EXHIBIT B

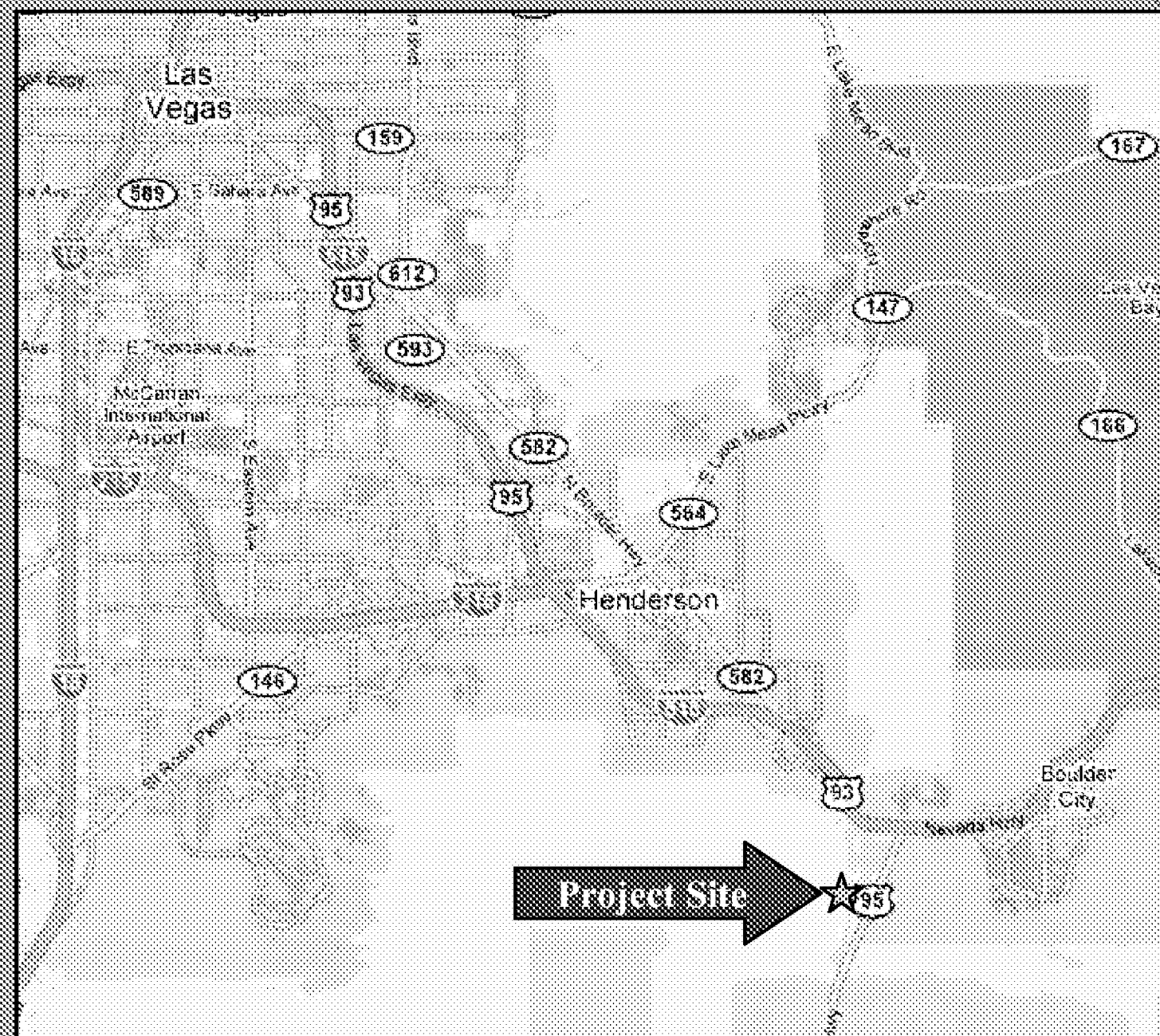


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Go Global Properties

# Property Overview

- 155+/- acres
- Corner of 93/515, east side of McCollough Mountain
- Just passed Railroad Pass
- R-U Zoning, Special use permit for gravel & mining
- Prime commercial property with the build out of the Boulder City bypass
- This property is a 3-minute drive from where "Old Vegas" used to be
- Close to DR Horton and KB Homes developments



*Eldorado Hills II*

# Engineering Overview

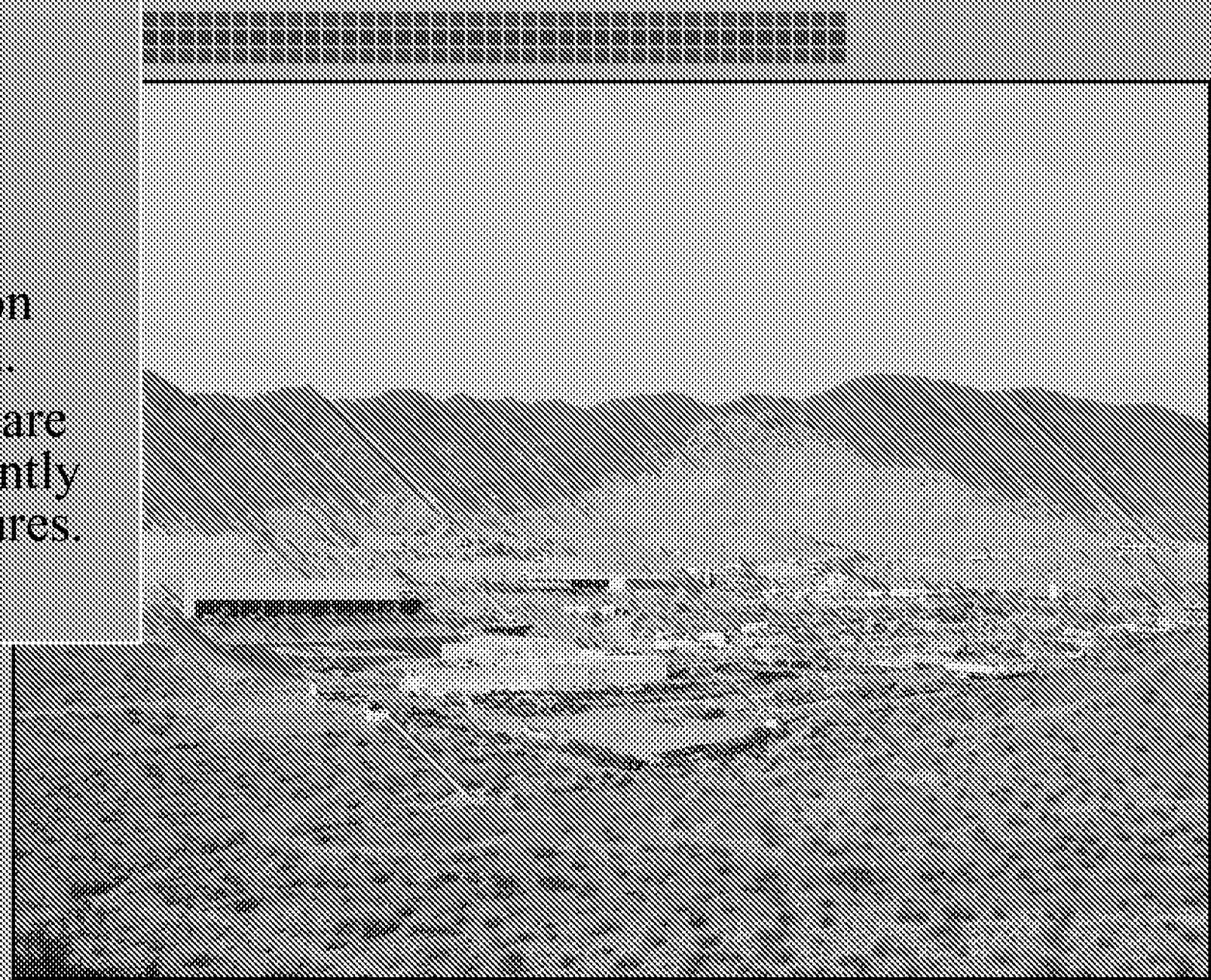
- The property has normal soil conditions.
- Lease to provide large pods for use in residential/commercial development.
- Located within the McCullough Wash Annexation Study Area.



  
*Eldorado Hills II*

# *Zoning/Utilities*

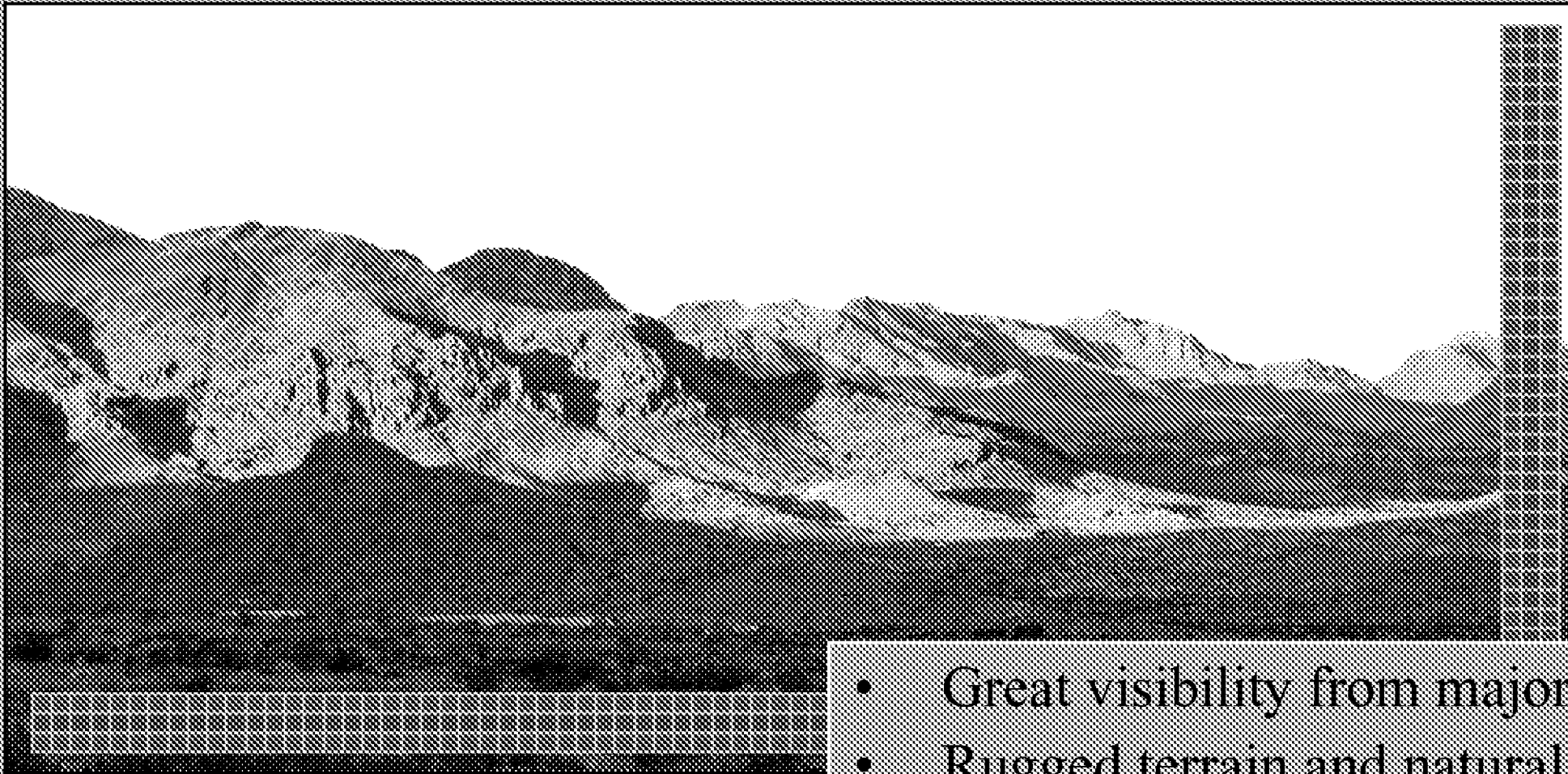
- Property is currently used for industrial manufacturing and mining.
- Highest and best use is for commercial development in conjunction with residential on adjacent property to the south.
- Power, water and natural gas are available to the site and currently being used by existing structures.



*Eldorado Hills II*



# *Location Characteristics*



- Great visibility from major highways.
- Rugged terrain and natural washes on an elevated site.
- Majestic views of the Eldorado Valley, Boulder City and Cascata Golf Course.

  
*Eldorado Hills II*

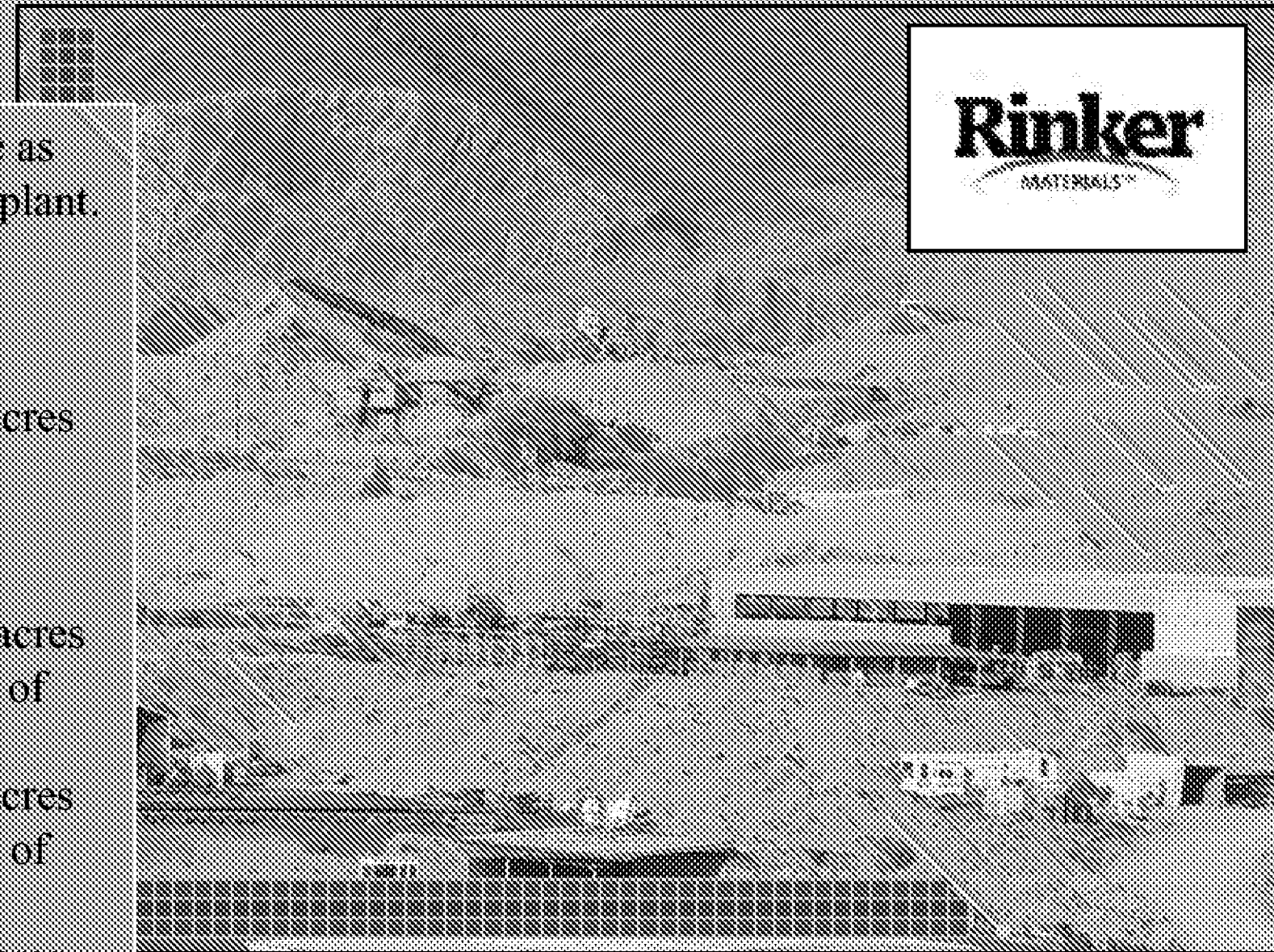
# Current Use

Leased to Rinker Materials Company for use as gravel, mining operation and concrete batch plant.

- \$1mm/year lease expires in 2020
- Site will run out of aggregate 2010
- Rinker has an option on another 40 acres from BLM (west of property) to mine.

#### Additional Items

- Jan 1, 2010 Rinker must provide 30 acres of graded land in the north east corner of property
- Jan 1, 2012 Rinker must provide 50 acres of graded land in the south east corner of property.
- Rinker has interest in purchasing 10 acres in the southwest corner for a block plant at \$250k/acre and an additional 10 acres for truck repair and concrete batch plant. (Hidden location on the property)



*Eldorado Hills II*

# EXHIBIT C



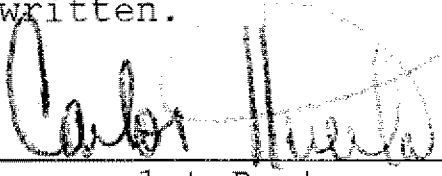
Agreement to Lend Capital

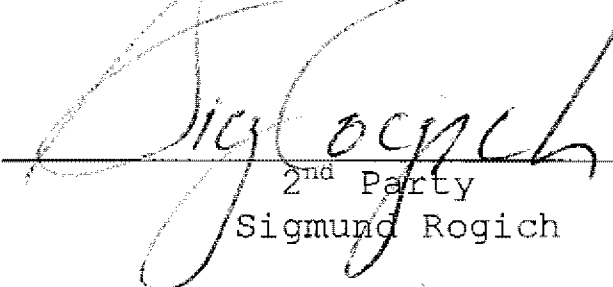
THIS AGREEMENT dated as of April 24<sup>th</sup>, 2008 between Go Global Properties, 3883 Howard Hughes Pkwy, #590, Las Vegas, NV 89169 (the "1st Party") and Sigmund Rogich, 3883 Howard Hughes Pkwy, #590, Las Vegas, NV 89169 (the "2<sup>nd</sup> Party").

IN CONSIDERATION of the mutual covenants and conditions hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Eldorado Hills, LLC ("The Company") owes monthly interest payments to ANB Financial for the current \$21 million facility being utilized to own and market the 161.93-acre property in Las Vegas, NV once owned by Pan Metal Corporation;
2. The company is short of capital in order to satisfy the monthly amount due to their lender (ANB Financial).
3. Go Global Properties has procured capital equal to \$125,000, which it will provide to The Company, in order to meet this month's (April 2008's) debt payment to ANB Financial. The 2<sup>nd</sup> Party is agreeing that this capital will be owed to the 1<sup>st</sup> Party in a priority fashion, whereby the outstanding principal and interest (at 22 percent per annum) will be paid back prior to any other capital and/or profits being paid out from the company and as soon as any additional capital is available in order to repay this debt. The 2<sup>nd</sup> Party is acknowledging that the 1<sup>st</sup> Party has gone out to borrow additional capital in order to be able to provide much-needed capital to The Company.
4. This Agreement sets forth the entire agreement between the parties relating to the subject matter hereof and stands in the place of any previous agreement, whether oral or in writing. The parties agree that no amendment to this Agreement shall be binding upon the parties unless it is in writing and executed by both parties.
5. This Agreement shall enure to the benefit of and be binding upon the respective heirs, executors, administrators and assigns of each of the parties hereto.
6. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.
7. The parties acknowledge that this Agreement may be negotiated and transmitted between the parties by means of a facsimile machine and that the terms and conditions agreed to are binding upon the parties. Upon the Agreement being accepted, copies of the facsimile will be validated by both parties forthwith.

THIS Agreement has been executed by the parties hereto as of the date first above written.

  
\_\_\_\_\_  
1st Party  
Carlos Huerta, Go Global Properties

  
\_\_\_\_\_  
2<sup>nd</sup> Party  
Sigmund Rogich

# EXHIBIT D

## 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 ( $1/3^{\text{rd}}$ ) 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:

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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

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 22<sup>nd</sup>, 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.

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(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.

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(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



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.

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(in) 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

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.-

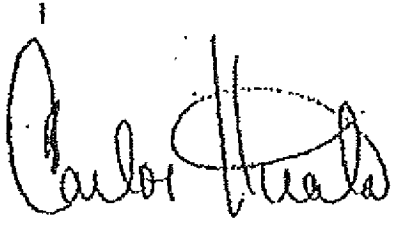
(5) Unless otherwise agreed in writing by all parties, the arbitration shall be held in Las Vegas, Nevada. The arbitration hearing shall be held within ninety 90 days after the appointment of the arbitrator if and when both Buyer and Seller are both in agreement with regard to Arbitration.

(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.

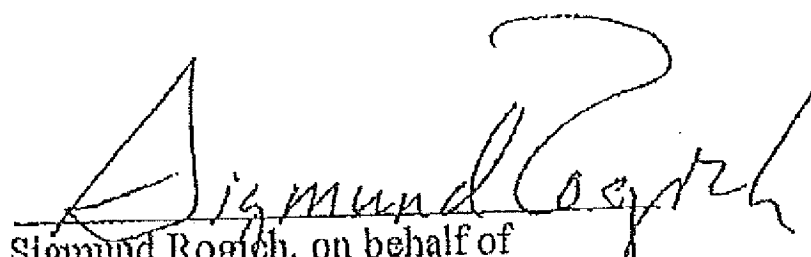
IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first above written.

"SELLER"



Carlos Huerta, on behalf of Go Global, Inc.

"BUYER"



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

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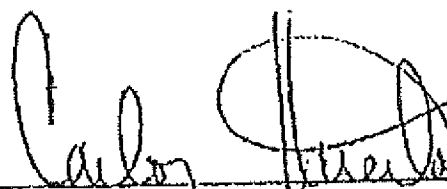
EXHIBIT "B"

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

# EXHIBIT E

## MEMBERSHIP INTEREST PURCHASE AGREEMENT

THIS AGREEMENT is effective as of the 7<sup>th</sup> day of October, 2008, by and among The Rogich Family Irrevocable Trust ("Seller") and Albert ~~W.~~ <sup>W.</sup> Flangas Revocable Living Trust u/a/d July 22, 2005 ("Buyer"), Go Global, Inc. ("Go Global"), an entity controlled by and substantially owned by Carlos Huerta ("Carlos") (each of Go Global and Carlos, parties to this Agreement for purposes of consenting to the transactions hereinafter set forth, and confirming the accuracy of the foregoing recitals and certain representations hereinafter made by Buyer with regard to the Company), and Sigmund Rogich ("Sig") and Albert ~~W.~~ <sup>W.</sup> Flangas, ("Albert"), each individually with respect to their individual limited agreements hereinafter set forth, with respect to the following facts and circumstances:

### RECITALS:

A. Eldorado Hills, LLC, a Nevada limited-liability company ("Company") is indebted in the approximate amount of twenty-one million one hundred seventy thousand two hundred seventy-eight dollars and 08/100, inclusive of principal plus accrued interest (\$21,170,278.08), which is owing from the Company to the Federal Deposit Insurance Corporation ("FDIC"), as Receiver for ANB Financial, N.A. ("Lender") on a loan ("Existing Loan"), which encumbers certain real property located in Clark County, Nevada generally referred to as APN: 189-11-002-001 (the "Property") and more particularly described in that certain preliminary title report from Nevada Title Company dated as of September 22, 2008 ("Preliminary Report"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference;

B. Lender has indicated that it will re-write the loan (the "New Loan") pursuant to documentation entitled "Renewal, Extension, Modification, and Ratification of Note and Deed of Trust" ("New Loan Documentation"), the form of which (together with Escrow Instructions) is attached hereto as Exhibit "B" and incorporated herein by this reference;

C. Pursuant to the requirements of the Lender, and as set forth in the fifth Recital of the New Loan Documentation, a payment of \$4,321,718.32 must be made as a principal reduction and a sum in the amount of \$678,281.68 must be paid for accrued interest at or about the time of the execution of the New Loan Documentation, after which time the principal amount of the New Loan shall be \$16,170,278.08;

D. Seller desires to sell an interest in Company which, after issuance, will equal an aggregate one-sixth ( $1/6^{\text{th}}$ ) membership interest ("Membership Interest") to Buyer, and Buyer desires to acquire the Membership Interest in Company from Seller, on the terms hereinafter set forth.

E. Concurrently with the execution of this Agreement, Buyer also intends to execute a subscription agreement ("Subscription Agreement") directly with Company by which Buyer shall acquire a one-sixth ( $1/6^{\text{th}}$ ) Membership Interest pursuant to a Subscription Agreement, the form of which is attached hereto as Exhibit "C" and incorporated herein by this reference.

F. Concurrently herewith, also, the Seller shall acquire the ownership interest of Go Global and certain individuals directly or indirectly related to or affiliated with Go Global, after which time the ownership of Go Global shall be owned by Seller, in exchange for nominal consideration of one hundred dollars (\$100.00).



G. Concurrently with the closing of the purchase of the Membership Interest by Buyer from Seller, Buyer shall simultaneously close an essentially identical transaction with Teld, LLC ("Teld") by which Teld shall similarly acquire a one-sixth ( $1/6^{\text{th}}$ ) ownership interest in the Company from Seller, and concurrently acquire a one-sixth ( $1/6^{\text{th}}$ ) ownership interest from the Company pursuant to a substantially identically Subscription Agreement with the Company.

H. From the proceeds of the consideration (defined below), Seller at closing shall make a capital contribution to the Company of an amount necessary to pay (a) one-half of certain expenses of the Company, inclusive of attorneys' fees and closing costs relative to the closing of the New Loan (the "Eldorado Expenses") (the other one-half ( $1/2$ ) of the Eldorado Expenses shall be paid from the proceeds of the Membership Interest Purchase Agreement between Seller and Teld), and (b) the one hundred dollar (\$100.00) of consideration to be paid to Go Global in connection with Seller's purchase of all of Go Global's interest in the Company (as referenced in Recital F below), all of which amounts shall be treated as a capital contribution to the capital of the Company from Seller.

I. Concurrently with the closing of the purchase of the membership Interest by Buyer from Seller, the Company and its members shall adopt that Amended and Restated Operating Agreement (the "Amended and Restated Operating Agreement") as attached hereto as Exhibit "I".

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:

1. Sale and Transfer of 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 (as defined herein below) at Closing.

2. Consideration. For and in consideration of Seller's transfer of the Membership Interest hereunder, Buyer shall pay to Seller at Closing the sum of five hundred thousand and no/100 dollars (\$500,000.00) (hereinafter referred to as the "Consideration").

3. Adoption of Amended and Restated Operating Agreement, Post-Closing Status of Ownership. At Closing the Company and its Members hereby adopt the Amended and restated Operating Agreement attached hereto as Exhibit I. If for any reason the adoption of the Amended and restated Operating Agreement is determined not to be valid, Seller shall consult with Buyer and take such actions as necessary and hold harmless, indemnify and defend Buyer to the extent necessary to put Buyer in the same position as if the Amended and Restated Operating Agreement were in full force and effect. At Closing, upon payment of the Consideration, ownership of the Company shall be as follows:

- a. Buyer -- one-third (1/3<sup>rd</sup>).
- b. Teld -- one-third (1/3<sup>rd</sup>).
- c. Seller (and any investors for whom Seller shall assume responsibility as hereinafter set forth) -- collectively one-third (1/3<sup>rd</sup>).

4. Representations of Seller. Subject to the information set forth and attached hereto in Exhibit "D" and incorporated herein by this reference (which matters shall only affect, if at all, the ownership interest of Seller, and which information is represented by Seller, Go Global and Carlos to be true and accurate, for the benefit of Buyer, and of Seller, respectively), Seller represents and warrants to Buyer as follows:

- a. Seller is the owner, beneficially and of record, of the Membership Interest, free and clear of all liens, encumbrances, security agreements, equities, options, claims, charges, and restrictions, and Buyer will receive at Closing good and absolute title thereto free of any

liens, charges or encumbrances thereon.

b. Seller has full power to transfer the Membership Interest to Buyer without obtaining the consent or approval of any other person (other than Go Global and/or Carlos, each of whom by their respective signatures consents to all of the transactions contemplated by the this Agreement and the Recitals set forth above) or governmental authority and there is no existing impediment to the sale and transfer of such Membership Interest from Seller to Buyer.

c. The Company is duly organized and validly existing under and by virtue of, and is in good standing under, the laws of the State of Nevada.

d. Attached hereto as Exhibit "E" and incorporated herein by this reference is a summary of all information ("Diligence Information") provided to Buyer and upon which Buyer is relying in entering into this Agreement.

The representations and warranties of Seller contained in this Agreement shall survive the Closing hereof and shall continue in full force and effect.

5. Representations of Buyer. Buyer represents and warrants to Seller as follows:

a. Buyer has not requested any information, financial or otherwise, concerning the Company other than as provided in Section 4 above.

b. Seller has made no representations to Buyer concerning revenues, income, sale, expenses and/or profits of the Company, other than set forth in the Exhibits referenced in Section 4 above or other than as set forth in the Exhibits to this Agreement.

c. Buyer is entering into this Agreement based upon Buyer's own investigation and knowledge of the business without reliance upon, and makes no reliance upon, any statements, assertions, or documents or reports from Seller other than as incorporated in this

Agreement.

d. Buyer makes the following "Investment Representations" upon which Seller is relying:

(i) Buyer is acquiring the Membership Interest for investment for Buyer's own account, not as a nominee or agent, and not with a view to, or for resale in connection with, any distribution thereof.

(ii) Buyer understands that the Membership Interest to be purchased has not been registered under the 1933 Act on the ground that the sale provided for in this Agreement and the issuance of securities hereunder is exempt from registration under the 1933 Act pursuant to Section 4(2) thereof which depends upon, among other things, the bona fide nature of the investment intent as expressed herein.

(iii) Buyer is experienced in evaluating and investing in recently organized companies such as the Company, is able to fend for itself in the transactions contemplated by this Agreement, has such knowledge and experience in financial business matters as to be capable of evaluating the merits and risks of its investment, has the ability to bear the economic risks of its investment and the ability to accept highly speculative risks and is prepare to lose the entire investment in the Company. Buyer has had an opportunity to discuss the Company's business, management and financial affairs with the Company's management and to review the Company's facilities.

(iv) Buyer understands that the Membership Interest may not be sold, transferred, or otherwise disposed of without registration under the 1933 Act or pursuant to an exemption therefrom, and that in the absence of an effective registration statement covering the Membership Interest or an available exemption from registration

under the 1933 Act, the Membership Interest must be held indefinitely. In particular, Buyer is aware that the Membership Interest may not be sold pursuant to Rule 144 promulgated under the 1933 Act unless all of the conditions of that Rule are met. Among the conditions for use of Rule 144 is the availability of current information to the public about the Company. Such information is not now available and the Company has no present plans to make such information available.

(v) Buyer has a preexisting business or personal relationship with the Company or one of its managers or controlling persons, or by reason of Buyer's business or financial experience or the business or financial experience of its or its professional advisor(s) who are unaffiliated with and who are not compensated by Company or any affiliate or selling agent of Company, directly or indirectly, Buyer has, or could be reasonably assumed to have, the capacity to protect Buyer's own interests in connection with the purchase of the Membership Interest pursuant to this Agreement.

(vii) Seller and Company have made available to Buyer at a reasonable time prior to the date hereof the opportunity to ask questions and receive answers concerning the terms and conditions of this offering and to obtain any additional information which Seller or the Company possess or can acquire without unreasonable effort or expense that is necessary to verify the accuracy of any information provided to Buyer.

(viii) Buyer's overall commitment to investments which are not readily marketable is not disproportionate to Buyer's net worth and the acquisition of the Membership Interest will not cause such overall commitment to investments which are not readily marketable to be disproportionate to the net worth of Buyer and the Buyer's acquisition of the Membership Interest will not cause such overall commitment to become excessive.

(x) Buyer represents and warrants that the Buyer has been urged to consult separate counsel in connection with the purchase of the Membership Interest and that if Buyer chooses not to consult with counsel that Buyer is competent to understand and interpret this Agreement and all exhibits attached hereto and further represents and warrants that Buyer has not relied upon any statements, advice or opinions of counsel for Seller.

(xi) Buyer agrees not to offer, sell, transfer, assign, pledge, hypothecate or otherwise dispose of the Membership Interest or any part thereof, in violation of the Act, the Nevada Securities Act (and all rules and regulations promulgated under either act) or the Operating Agreement.

(xii) Buyer further agrees not to offer, sell, transfer, assign, pledge, hypothecate or otherwise dispose of the Membership Interest until:

(a) One of the following events has occurred: (i) The Company has received a written opinion of counsel, in form and substance satisfactory to the Company to the effect the contemplated disposition will not violate the registration and prospectus delivery provisions of the Act or any applicable state securities laws, or (ii) the Company shall have been furnished with a letter from the SEC in response to a written request thereto setting forth all of the facts and circumstances surrounding the contemplated disposition, stating that the staff of the SEC will not recommend to the SEC that it take any action with regard to the contemplated disposition, or (iii) the Membership Interest are disposed of in conformity with a registration statement under the Act which has been filed with and declared effective by the SEC and qualified under the applicable state securities laws;

(b) All applicable requirements of any applicable state securities laws have been met; and

(c) There has been compliance with all applicable provisions of the Operating Agreement.

(xiii) Buyer agrees that any certificates evidencing the Membership Interest shall bear the following legend:

THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 ('ACT') OR QUALIFIED UNDER THE APPLICABLE STATE SECURITIES. THE RESTRICTED SECURITIES HAVE BEEN ACQUIRED FOR THE HOLDER'S OWN ACCOUNT AND NOT WITH A VIEW TO DISTRIBUTE THEM. RESTRICTED SECURITIES MUST BE HELD INDEFINITELY UNLESS THEY ARE SUBSEQUENTLY REGISTERED UNDER THE ACT AND ARE QUALIFIED UNDER THE APPLICABLE STATE SECURITIES LAWS OR AN OPINION OF COUNSEL FOR THE HOLDER IS DELIVERED TO THE COMPANY, WHICH OPINION SHALL, IN FORM AND SUBSTANCE BE SATISFACTORY TO THE COMPANY AND SHALL STATE AN EXEMPTION FROM SUCH REGISTRATION AND QUALIFICATION IS AVAILABLE.

(xiv) Buyer agrees to indemnify and hold harmless Seller, and all of the other parties hereto, or anyone acting on their behalf, from and against all damages, losses, costs, and expenses (including reasonable attorney fees) which they may incur by reason of the failure of Buyer to give full and accurate information herein or in connection with this investment.

(xv) Buyer understands that the effect of the foregoing representations, warranties and agreements is that:

(a) Because the Membership Interest (i) has not been registered under the Act or the Nevada Securities Act, and, therefore, cannot be sold unless they are registered under the Act or an exemption from such registration is available, (ii) presently has no public market and there is no current prospect for the creation of such a market in the foreseeable future, and (iii) is subject to certain transfer restrictions pursuant to the Operating Agreement, the ability of the Buyer to sell or otherwise transfer the Membership Interest, or any part thereof, is substantially restricted and the Buyer cannot expect to be able to liquidate the investment of the Buyer in case of an emergency or, possibly, at any time;



(b) Rule 144 of the SEC's Rules and Regulations presently requires that the Buyer must hold the Membership Interest for at least two (2) years after the date on which the Membership Interest is fully paid for and, even then, no assurance can be given that Rule 144 will be applicable to the proposed transfer of the Membership Interest at that time, or at any time thereafter;

(c) Buyer does not anticipate any resale, pledge or other disposition of the Membership Interest upon the occurrence or nonoccurrence of any predetermined or particular event, and any such disposition will be subject to the terms and conditions set forth in the Operating Agreement; and

(d) Seller and the other parties hereto are relying upon the truth and accuracy of the representations, warranties and agreements of the Buyer set forth in this Agreement in selling the Membership Interest to Buyer without registration under the Act.

The representations, warranties and covenants of Buyer contained in this Agreement shall survive the Closing hereof and shall continue in full force and effect.

6. Acceptance of Amended and Restated Operating Agreement Subject to Amendment. Buyer and Seller agree to execute the form of "Agreement to be Bound by Amended and Restated Operating Agreement" attached hereto as Exhibit "F" and incorporated herein by this reference effective as of the Closing Date and to be bound by the terms and conditions thereof from and after such date. The provisions of Section 8 below shall be deemed to amend the Operating Agreement if and to the extent it is inconsistent therewith.

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

a. by Seller to Buyer of evidence of a one-sixth (1/6<sup>th</sup>) Membership Interest in the Company in the form of a Membership Certificate in the form attached hereto as Exhibit "G" and incorporated herein by this reference.

b. Buyer to Seller of the Consideration in the form of a Wire Transfer, Cashier's Check or other instrument(s) satisfactory to Seller.

The Closing shall take place on the effective date of this Agreement as set forth on page 1 hereof.

8. Further Agreements Among Certain of the Parties. The parties hereto further agree as follows:

a. By execution of this Agreement, Seller, Sig and Carlos each consent to the foregoing sale of the Membership Interest to Buyer, and further consent to the Company's issuance of an additional one-sixth (1/6<sup>th</sup>) ownership interest in the Company pursuant to the Subscription Agreement.

b. Sig and Albert agree to request of Lender that the outstanding guaranty of the loan by Carlos (the "Carlos Guaranty") will be released and that Buyer and/or Albert individually, along with Sig (who already is a guarantor of the Existing Loan) shall become guarantors in lieu of Carlos. If such request is not granted, then Seller, Sig, Buyer and Albert shall indemnify and hold Carlos harmless from and against his obligations pursuant to the Carlos Guaranty.

c. Seller shall defend, indemnify and hold Buyer harmless from any and all the claims of Eddyline Investments, LLC, Ray Family Trust, Nanyah Vegas, LLC and Antonio Nevada, LLC, each of whom invested or otherwise advanced the funds, plus certain possible claimed accrued interest.

(i) It is the current intention of Seller that such amounts be confirmed or converted to debt, with no obligation to participate in capital calls or monthly payments, a pro-rata distribution at such time as the Company's real property is sold or otherwise disposed of. Regardless of whether this intention is realized, Seller shall remain solely responsible for any claims by the above referenced entities set forth in this section above.

(ii) The "pro-rata distributions" hereinabove referenced shall mean equal one-third shares pursuant to the ownership set forth in Section 3 above, provided that any amounts owing to those entities set forth on Exhibit "D", or who shall otherwise claim an ownership interest based upon contributions or advances directly or indirectly to the Company made prior to the date of this Agreement, shall be satisfied solely by Seller.

(iii) Wherever in this Agreement, one party (the "Indemnitor") has undertaken to defend, indemnify or hold harmless another (an indemnitee), the Indemnitor shall indemnify the indemnitee and their respective officers, employees, directors, shareholders, successors, agents, licensees, sponsors and assigns (individually and collectively, the "Indemnitee") from any and all claims, demands, lawsuits, proceedings, losses, costs, damages, debts, obligations and liabilities of any nature whatsoever (including attorneys' fees reasonably incurred, costs, expenses, judgments for all types of monetary relief, fines, and any amounts paid in settlement), which directly or indirectly arise out of or in connection with the subject matter of the indemnification. All such claims, demands, etc., shall be referred to in this section by the term "Claim" or "Claims." From the first notification of the Claim and thereafter, Indemnitor shall pay for the defense of the Indemnitee against the entire Claim. Indemnitee may elect to utilize

defense counsel provided by Indemnitor or may in Indemnitee's sole discretion elect legal counsel of Indemnitee's choice, which shall be paid for by Indemnitor. If Indemnitor does not unconditionally and immediately indemnify the Indemnitee with respect to any Claim, the Indemnitee shall have the right, without waiving any other right or remedy otherwise available to the Indemnitee, to adjudicate or settle any such Claim in its sole discretion and at Indemnitor's sole expense.

d. Go Global and Carlos shall defend, indemnify and hold Seller harmless from and against any potential claimants other than as set forth in Section 8(c) above, unless such potential claimant claims to have unilaterally dealt exclusively with Seller.

e. Seller and Buyer each agree to satisfy the monthly payments required pursuant to the New Loan documentation, as well as for payment of taxes, insurance, professional fees and other operating expenses as may arise in the future relative to the Company's operations, marketing or other activities (and one-third of such obligations shall be paid by the Flangas Trust and will be referenced in the Flangas Trust Membership Interest Purchase Agreement).

f. The amounts payable by Seller in regard to the Eldorado Expenses, and the amounts payable by each of the owners as hereinabove set forth in subsection (e) above shall be additional paid-in capital contributions and so reflected on the books and records of the Company.

g. Go Global and Carlos hereby resign from any and all managerial or officerial positions in the Company, effective immediately upon Closing of the transactions contemplated by this Agreement and the other agreements referenced in the Recitals to this Agreement ("Form of Resignation"). The form of Resignation is attached hereto as Exhibit "H" and incorporated herein by this reference. The parties agree that Seller may transfer Seller's ownership interest in the Company to one or more of the entities set forth in Exhibit "D" to satisfy any claims such entity may have. Go Global and Carolos hereby agree to promptly deliver to Seller at the address noted in Section 9(a) below, all books and records (including checkbooks, Company records and other materials related to the Company) promptly after Closing.

h. To the extent that, in the future, there are any costs or expenses incurred by the Company or its members relating to or concerning environmental remedial action in connection with the Property, Teld, LLC and the Flangas Trust shall each be responsible for 25% of the first three million dollars (\$3,000,000.00) of such costs and expenses and the Rogich Trust shall be responsible for the remaining 50% of the first three million dollars (\$3,000,000) of such costs. Thereafter, the Rogich Trust shall be solely responsible for any costs or expenses exceeding the aforementioned three million dollars (\$ 3,000,000.00), if any. Notwithstanding the foregoing, if such excess above \$3,000,000 relates to any environmental contamination arising after Closing (except for lead-related contamination, to which this exception shall not apply), then the Members shall still share the costs of same, pro rata, based upon their respective Membership interests.

i. In the event that the FDIC fails to consummate the transactions contemplated in the New Loan Documentation as set forth in Exhibit "B" hereto, this Agreement shall be null and void, and all moneys paid by Teld, LLC and the Flangas Trust shall be returned to those parties.

9. 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 service or if deposited in the United States Mail, certified, return receipt requested, postage prepaid, addressed as follows:

If to Buyer: Albert E. Flangas Revocable Living Trust u/a/d July 22, 2005  
c/o Albert E. Flangas  
7385 Laredo  
Las Vegas, NV 89117

If to Seller: The Rogich Family Irrevocable Trust  
c/o Sigmund Rogich  
3883 Howard Hughes Parkway, Ste. 590  
Las Vegas, Nevada 89169

Any party hereto may change 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 for 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 be entitled to.

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 inclusio unius exclusio alterius shall not be applied in interpreting this Agreement.

f. Entire Agreement. This Agreement, including all exhibits hereto, sets forth the entire understanding of the parties, and supersedes all previous agreements, negotiations, memoranda, and understandings, whether written or 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 any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement in person.



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.

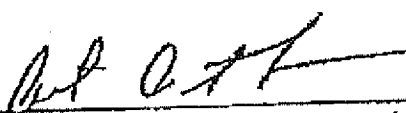
m. Arbitration. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in the State of Nevada in accordance with the Rules of the American Arbitration Association, and judgment upon the award may be entered in any court having jurisdiction thereof pursuant to the provisions of Chapter 38 of Nevada Revised Statutes.


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 above-written.

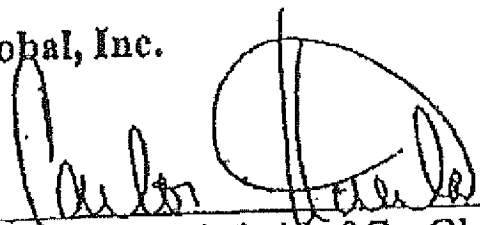
"BUYER"

Albert A. Flangas Revocable Living Trust  
u/a/d July 22, 2005

  
By: Albert A. Flangas, on behalf of the  
Albert A. Flangas Revocable Living Trust  
u/a/d July 22, 2005

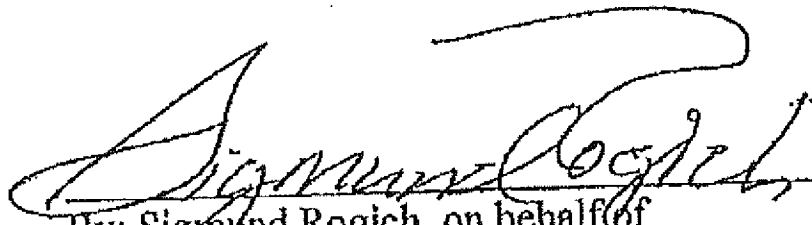
  
Albert A. Flangas, as an individual

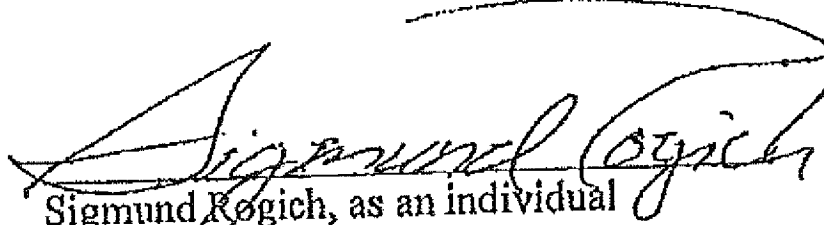
Go Global, Inc.

  
Carlos Huerta, on behalf of Go Global, Inc.

"SELLER"

The Rogich Family Irrevocable Trust

  
By: Sigmund Rogich, on behalf of  
The Rogich Family Irrevocable Trust

  
Sigmund Rogich, as an individual

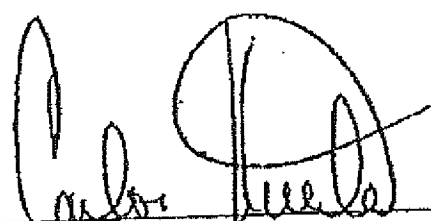
  
Carlos Huerta, as an individual

EXHIBIT "A"

Preliminary Title Report from Nevada Title Company dated as of September 22, 2008  
("Preliminary Report")

[See Attached]

*W/cy la*

*CH*  
*S.R.*

*10*

EXHIBIT "B"

Renewal, Extension, Modification, and Ratification of Note and Deed of Trust  
("New Loan Documentation")

[See Attached]

*Blank*

*CH  
S.R.*

*✓*

EXHIBIT "C"

Subscription Agreement

[See Attached]

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## EXHIBIT "D"

### QUALIFICATION OF REPRESENTATIONS OF SELLER

Seller confirms that certain amounts have been advanced to or on behalf of the Company by certain third parties, as referenced in Section 8 of the Agreement. Seller shall endeavor to convert the amounts advanced into non-interest bearing promissory notes for which Seller shall be responsible. Regardless of whether the amounts are so converted, Seller shall defend, indemnify and hold harmless the Company and its members for any claims by the parties listed below, and any other party claiming interest in the Company as a result of transactions prior to the date of this Agreement against the Company or its Members.

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/Jakob	\$3,360,000.00

## 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 ( $1/3^{\text{rd}}$ ) 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:

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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

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 22<sup>nd</sup>, 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.

(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.

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(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

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.

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(in) 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

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.-

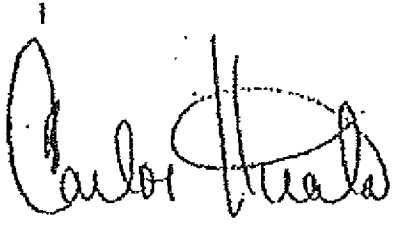
(5) Unless otherwise agreed in writing by all parties, the arbitration shall be held in Las Vegas, Nevada. The arbitration hearing shall be held within ninety 90 days after the appointment of the arbitrator if and when both Buyer and Seller are both in agreement with regard to Arbitration.

(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.

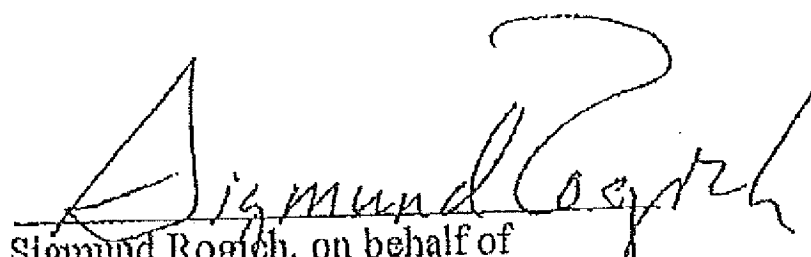
IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first above written.

"SELLER"



Carlos Huerta, on behalf of Go Global, Inc.

"BUYER"



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

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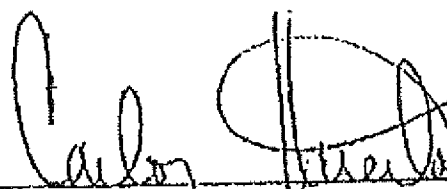
EXHIBIT "B"

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



## 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 ( $1/3^{\text{rd}}$ ) 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:

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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

S.R. (18)

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 22<sup>nd</sup>, 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.

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(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.

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(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

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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.

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(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.

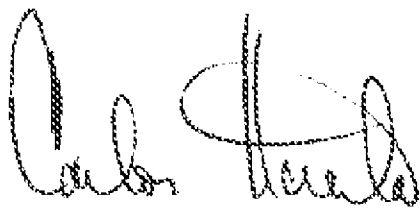
(6) The arbitrator is authorized to award to any party whose claims are sustained, such sums or other relief as the arbitrator shall deem proper and such award may include reasonable attorney's fees, professional fees and other costs expended to the prevailing party(ies) as determined by the arbitrator.

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

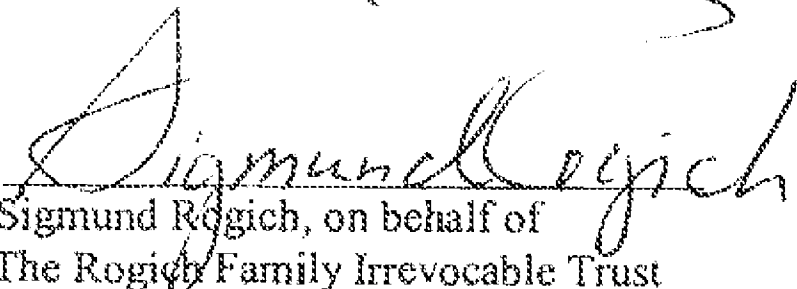
IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first above written.

"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)

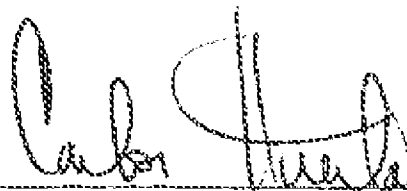
EXHIBIT "B"

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

## Eldorado Hills LLC

Investor	Capital Balance
1) Go Global Inc.	2,845,859.50
*Of this balance the contributions below were made on behalf of the following:	
Jared Smith \$50,000	
Craig Dunlap \$50,000	
Eric Rietz \$20,000	
2) The Rogich Family 2004 Irrevocable Trust	2,141,625.00
3) Eddyline Investments, LLC	50,000.00
4) Ray Family Trust	283,561.60
5) Nanyah Vegas, LLC (CanaMex Nevada, LLC) *	1,500,000.00
<i>* this was the new investor that came in late last year.</i>	
<b>Total Eldorado Hills LLC Equity</b>	<b>6,821,046.10</b>

As per teleconference, with Summer Rellamas, on Thursday, October 23, 2008

#### Eldorado Hills Contributions

Summer had the Eldorado contributions report, from Quickbooks, out. This is a report of the actual funds contributed by GG and Rogich for Eldorado.

GG has contributed \$2.845MM (if the \$1.5 mm is appropriately credited to Nanyah Vegas. If not, Go Global would be at the \$4.345 mm), and Rogich contributed \$2.141MM.

## Eldorado Hills LLC

Investor	Capital Balance
1) Go Global Inc. *Of this balance the contributions below were made on behalf of the following: Jared Smith \$50,000 Craig Dunlap \$50,000 Eric Rietz \$20,000	2,845,859.50
2) The Rogich Family 2004 Irrevocable Trust	2,141,625.00
3) Eddyline Investments, LLC	50,000.00
4) Ray Family Trust	283,561.60
5) Nanyah Vegas, LLC (CanaMex Nevada, LLC) * <i>* this was the new investor that came in late last year.</i>	1,500,000.00
<b>Total Eldorado Hills LLC Equity</b>	<b>6,821,046.10</b>

Primary Account 612027920

0017727 01 AV 0.312 \*\*AUTO T4 0 2202 89120-444935 02 NSB PG0023 00017  
 ELDORADO HILLS LLC  
 3060 E POST RD STE 110  
 LAS VEGAS NV 89120-4449

### DIRECT INQUIRIES TO:

Reddi Response

24-hour Account Information:

Las Vegas: 471-5800

Reno: 337-2811

1 (800) 462-3555 (outside local areas)

Loan By Phone

Las Vegas: 399-Loan (5626)

Reno: 851-8811

1 (800) 789-4671 (outside local areas)



## SUMMARY OF ACCOUNT BALANCE

Account Type	Account Number	Checking/Savings Ending Balance	Outstanding Balances Owed
Remote Deposit Analysis Checking	612027920	\$12,217.62	

## REMOTE DEPOSIT ANALYSIS CHECKING 612027920

Previous Balance	Deposits/Credits	Charges/Debits	Checks Processed	Ending Balance
5,203.51	1,715,000.00	1,450,493.39	257,492.50	12,217.62

### 4 DEPOSITS/CREDITS

Date	Amount	Description
12/07	1,500,000.00	Remote 00000056430000000449 6062893124
12/10	15,000.00	Remote 00000056430000000452 6063016914
12/21	175,000.00	Remote 00000056430000000462 6064063906
12/26	25,000.00	Remote 00000056430000000463 6064278690

### 2 CHARGES/DEBITS

Date	Amount	Description
12/10	1,450,000.00	INTERNET XFER TO DDA ***9199 ID: 342134719 1702601099
12/17	493.39	LAS VEGAS VALLEY WATER *****596 REF # 091000010223600 1102003900

### 13 CHECKS PROCESSED

Number	Date	Amount	Number	Date	Amount	Number	Date	Amount
1143	12/04	3,333.00	1148	12/12	55.00	1152	12/28	168,287.67
1144	12/17	249.99	1149	12/17	399.96	1153	12/31	43,610.00
1145	12/14	921.38	1150	12/11	15,000.00	1154	12/31	100.00
1146	12/24	5,650.00	1151	12/11	15,000.00	1155	12/31	3,333.00
1147	12/21	1,552.50						

### DAILY BALANCES

Date	Balance	Date	Balance	Date	Balance
12/04	1,870.51	12/12	36,815.51	12/24	202,548.29
12/07	1,501,870.51	12/14	35,894.13	12/26	227,548.29
12/10	66,870.51	12/17	34,750.79	12/28	59,260.62
12/11	36,870.51	12/21	208,198.29	12/31	12,217.62



Primary Account 612029199

0017435 01 AV 0.312 \*\*AUTO T4 0 2202 89120-444935 02 NSB PG0021 00000  
 ELDORADO HILLS LLC  
 3060 E POST RD STE 110  
 LAS VEGAS NV 89120-4449

### DIRECT INQUIRIES TO:

Reddi Response

24-hour Account Information:

Las Vegas: 471-5800

Reno: 337-2811

1 (800) 462-3555 (outside local areas)

Loan By Phone

Las Vegas: 399-Loan (5626)

Reno: 851-8811

1 (800) 789-4671 (outside local areas)



Nevada State Bank's Central Vault Services can assist your business by offering a safe and secure way to transport cash and checks via our armored carrier service. Whether you need us to pick up your deposit or drop off a change order, we are here to help. Visit [www.nsbank.com](http://www.nsbank.com) for more information.

### SUMMARY OF ACCOUNT BALANCE

<b>Account Type</b>	<b>Account Number</b>	<b>Checking/Savings Ending Balance</b>	<b>Outstanding Balances Owed</b>
Money Market Account - Business	612029199	\$33,142.57	

### MONEY MARKET ACCOUNT - BUSINESS 612029199

942 0

<b>Previous Balance</b>	<b>Deposits/Credits</b>	<b>Charges/Debits</b>	<b>Checks Processed</b>	<b>Ending Balance</b>
2,373.22	1,450,779.35	10.00	1,420,000.00	33,142.57

#### 2 DEPOSITS/CREDITS

Date	Amount	Description
12/10	1,450,000.00	INTERNET XFER FROM DDA ***7920 ID: 342134719 1702601098
12/31	779.35	INTEREST PAYMENT 0020688902

#### 1 CHARGE/DEBIT

Date	Amount	Description
12/31	10.00	MAINTENANCE FEE

#### 1 CHECK PROCESSED

Number	Date	Amount
0	12/14	1,420,000.00

#### DAILY BALANCES

Date	Balance	Date	Balance	Date	Balance
12/10	1,452,373.22	12/14	32,373.22	12/31	33,142.57

#### INTEREST

Interest Earned This Interest Period	\$779.35	Number Of Days This Interest Period	31
Interest Paid Year-To-Date 2007	\$6,312.57	Annual Percentage Yield Earned	4.53%

Current interest rate is 4.33%

Interest rate changes this interest period:	Date	New Interest Rate
	12/13	4.33%



MEMBER FDIC

PLTF0033

APP00226435 000000001 000030894



# EXHIBIT F

## PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement") made and entered into effective the 31ST day of October, 2008, by and between Craig Dunlap ("Seller") and The Rogich Family Irrevocable Trust ("Buyer") with respect to the following facts and circumstances:

### RECITALS:

- A. Seller has advanced the sum of fifty thousand dollars (\$50,000.00) ("Advancement") directly or indirectly (including or through Go Global, Inc. and/or Canamex Nevada, LLC) to Eldorado Hills, LLC (the "Company").
- B. In respect thereof, Seller may have an interest ("Interest") in the Company, either as a direct or indirect owner, or as a creditor, of the Company.
- C. Seller is aware that, in separate transactions, (i) Go Global, Inc. and Carlos Huerta have transferred any and all ownership interest in the Company which it claimed to possibly have to Buyer (except as to any interest which Go Global may have by or through Craig Dunlap, Craig Dunlap or other employees, consultants and/or others affiliated with Go Global, Inc.), (ii) the Albert E. Flangas Revocable Living Trust (the "Flangas Trust") and Teld, LLC ("Teld") have each acquired a one-third (1/3rd) ownership interest in the Company (in separate transactions with both Buyer and with Company) and (iii) Company has negotiated with the Federal Deposit Insurance Corporation ("FDIC") as Receiver for ANB Financial, N.A. in order to modify an existing loan to reduce the principal amounts to \$16,170, 278.08 (upon payment of an aggregate \$5 Million from the Company with funds contributed to the Company by Flangas Trust and Teld), with all of said transactions having been consummated on or about effective October 31, 2008.
- D. In consideration of the return of the Advancement, Seller desires to sell, and Buyer desires to purchase, all of Seller's Interest 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:

1. Incorporation of Recitals. The foregoing Recitals are deemed true and correct by the parties and incorporated herein by this reference.
2. Sale and Transfer of Interest. Seller will transfer and convey the Interest to Buyer, and Buyer will acquire the Interest from Seller, upon payment of the consideration set forth herein at Closing.
3. Consideration. For and in consideration of Seller's transfer of the Interest hereunder, Buyer agrees to pay the cash sum of fifty thousand dollars (\$50,000.00) to Seller.

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4. 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 Interest, and in any other interest (equity or debt) of or owed by the Company, whether directly, indirectly (including through Go Global, Inc. and/or Canamex Nevada, LLC) or otherwise. Seller furthermore does hereby presently resign (or confirms resignation) from any and all positions in the Company, if any, as an officer, manager, employee, consultant, or otherwise. Additionally, Seller does hereby release the Company and its members, managers and officers from any and all liability to 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 3 above) or for remuneration relative to past services as an officer, manager, employee, consultant or otherwise.

5. Representations of Seller. Seller represents and warrants that (i) Seller is the owner, beneficially and of record, of the Interest, free and clear of all liens, encumbrances, security agreements, equities, options, claims, charges, and restrictions, and the Interest is not evidenced by a written Certificate, (ii) Seller has full power to transfer the Interest to Buyer without obtaining the consent or approval of any other person or any governmental authority, (iii) Seller has been offered complete and unhindered access to all financial records, business records, and business operations of the Company, (iv) the decision to sell the Interest on the terms and conditions of this Agreement were negotiated by the parties upon consideration of the transactions described in Recital C above 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 (v) except as otherwise provided in this Agreement, Seller is not relying upon any representations made by Buyer, Company or any third party in entering the transaction contemplated hereby.

6. 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) Seller shall deliver all books and records (including checks and any other material of Company) to Buyer, if any, promptly after Closing.

7. 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 "A" and incorporated herein by this reference.

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

(c) Closing shall take place effective the 31st day of October, 2008.

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

8. Miscellaneous.

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

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

(c) 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.

(d) 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.

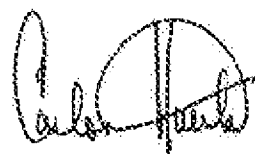
(e) Counterparts. This Agreement may be executed in multiple counterparts, including facsimile counterparts, which together shall constitute one and the same document.

(f) 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.

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

"SELLER"

  
Craig Dunlap



Carlos Huerta, on behalf of Go Global, Inc.



"BUYER"

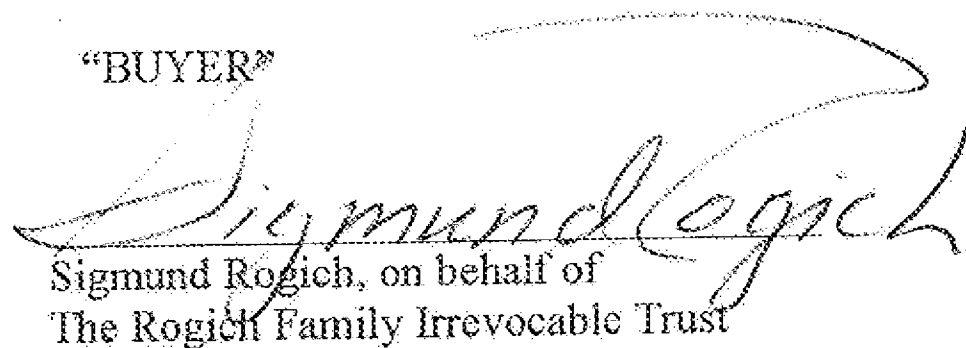

  
Sigmund Rogich, on behalf of  
The Rogich Family Irrevocable Trust

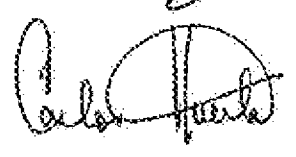
EXHIBIT "A"

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby assign and transfers unto The Rogich Family Irrevocable Trust ("Buyer"), all of the right, title and interest, if any, which the undersigned own in and to Eldorado Hills, LLC, a Nevada limited-liability company (the "Company") as an owner, creditor, employee, consultant or otherwise, and do hereby irrevocably constitute and appoint any individual designated by any officer or manager of the Company as attorney to 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 31st day of October, 2008.

  
\_\_\_\_\_  
Craig Dunlap

  
\_\_\_\_\_  
Carlos Huerta, on behalf of Go Global, Inc.

# EXHIBIT G

**From:** Carlos Huerta [mailto:ggp@gmx.us]  
**Sent:** Wednesday, January 20, 2010 6:27 PM  
**To:** 'Sig Rogich'  
**Cc:** 'melissa@lasvegaspr.com'  
**Subject:** Re: Eldorado Exhibits

Hi Sig,

Missy and I spoke about the Eldorado offer for the 40 acres and warehouse today and I indicated that this revised exhibit to you was forthcoming. I was trying to get out to you yesterday, but was held up in a meeting. Here (in .PDF format) is a revised exhibit showing the relevant acreage that is very close to where you and I contemplated over the weekend. It should leave plenty of room on the south side. Obviously, if transaction deal progresses with this buyer, a survey will need to clarify everything and there may be some slight adjusting here or there and I don't think it will deter either side, so that it works, doesn't disturb the shooting range, etc.

The additional pages are for clarification purposes.

When you have a chance, let me know if you're okay with this and I will forward it off to the buyer's agent.

*Carlos Huerta  
3060 E. Post Rd, Ste 110  
Las Vegas, NV 89120  
Wk: 702-516-7576  
Cell: 702-497-6408*

**Attached:** My Documents\Go Globa\Development\Eldorado Hills\Maps\Sent to Sig+Missy, 1-20-2010\Maps & Diagrams.pdf

**Subject:** Re: Eldorado Exhibits  
**To:** Carlos Huerta <Carlos@goglobalproperties.com>

Okay on the other points u make.

Sent from my iPhone

**From:** **Sig Rogich** <sig@lasvegaspr.com>  
**Date:** Sat, Jan 16, 2010 at 3:47 PM  
**Subject:** Re: Eldorado Exhibits  
**To:** Carlos Huerta <Carlos@goglobalproperties.com>

It might be better to go about five acres to the right of the property as you look at it from the front of the warehouse and then square that up the same as we had it in this revision. That protects the frontage and doesn't take it back so far to the rear.

Sent from my iPhone

----- Forwarded message -----

From: **Sig Rogich** <[sig@lasvegaspr.com](mailto:sig@lasvegaspr.com)>

Date: Sat, Jan 16, 2010 at 3:49 PM

On Jan 16, 2010, at 12:19 PM, "Carlos Huerta" <[Carlos@GoGlobalProperties.com](mailto:Carlos@GoGlobalProperties.com)> wrote:

\*Good afternoon Sig, \*

\* \*

\*The following (attached PDF file) is what I was able to put together, subsequent to our meeting yesterday. I think it's important to nail down a good conceptual layout of the parcel, so that we're not going back-and-forth with either a) the buyers or b) Pete. It's my thought that, if you approve this concept/diagram, I would first show it to the Buyers to obtain their approval, before you speak to Pete about it. What are your thoughts?\*

\* \*

Also, please note that the approximate area, within the red border of the exhibit on the next page, is only my approximation of a 40-acre section of land, within Eldorado's 162-acre area. We will still need a professional land surveyor to tie down all of the exact corners and to provide a legal description before the county would accept such a parcel map from us. The intent is to leave the road access on the south side of the property, provide one joint, 40-acre site, and keep the ABDF property far enough removed from the existing gun club and any future/planned ingress & egress that may be built at northern section of the property (near the off ramp). I think that this concept (displayed in the attachment) will accomplish all of the above, as we contemplated.

I spoke with Missy about the likelihood of obtaining a parcel map from the county. It's not as easy as it used to be. They like to make the developer do a full-blown commercial subdivision, before breaking up land into smaller parcels, because it guarantees the county that the developer hasn't hastily



left out any pertinent utilities, easements, etc. Because this is a large enough parcel, we should be able to pull it off, saving us time and expense, as a commercial subdivision runs costs higher and requires more time. Keep in mind that, eventually, the county will probably require a full-blown commercial subdivision, if the land is broken up again and again, but a parcel map process should work this time around and should not exceed \$4,500 (I'm pretty sure).

Lastly, on a few subsequent pages, following the principal Exhibit, which designates the 40-acre ABDF section, I've provided a few more maps and aerials, which provide us with further orientation and information on our property and the surrounding area.

I'll wait for your reply, before doing anything further.

Hope you're having a great weekend.

Carlos

\* \*

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\* \*

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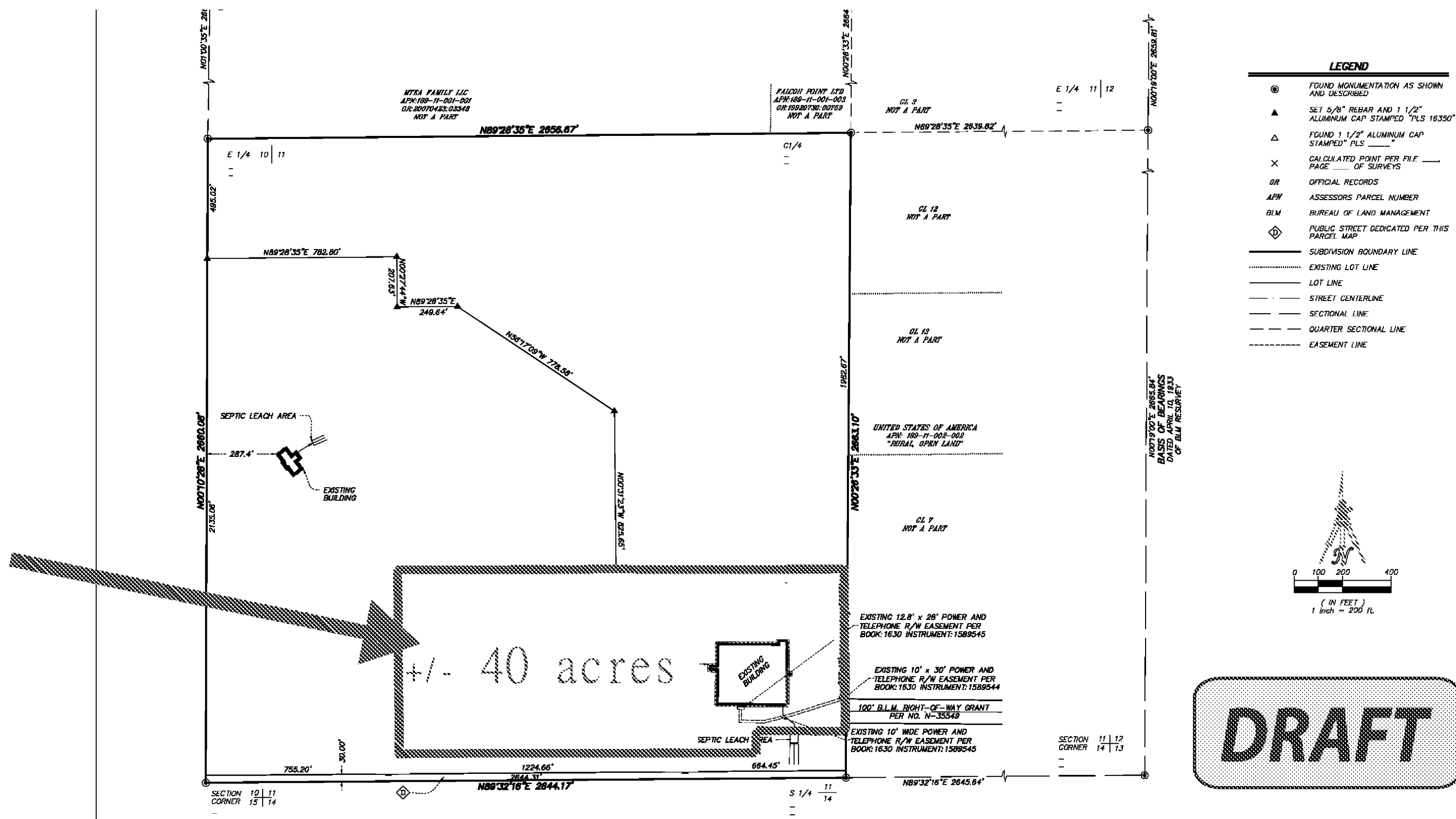
Hope you're having a great weekend.

Carlos

\* \*

# Exhibit A

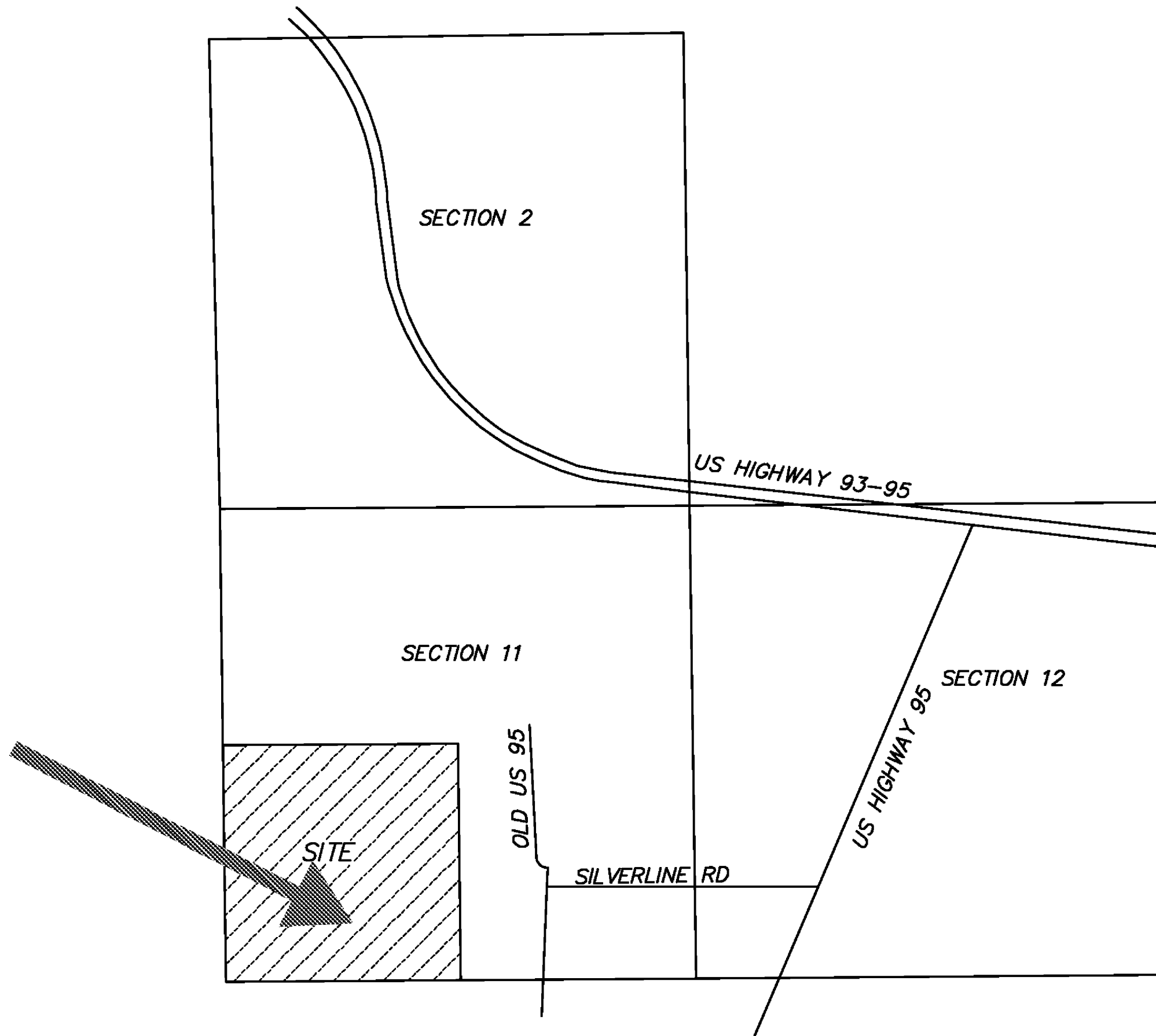
*This Exhibit for the Eldorado Hills to ABDF sale is only an approximation. The intent is to provide an example of how the Parcel Map would look, enabling a professional land surveyor to do the actual subdividing of the land.*



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1Y,

=

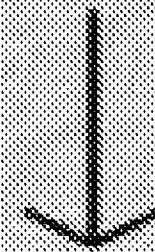


**VICINITY MAP**

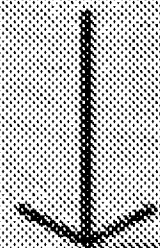
NO SCALE

=

EXISTING  
DESERT LAKE  
SHOOTING CLUB



PROPOSED  
100' R/W

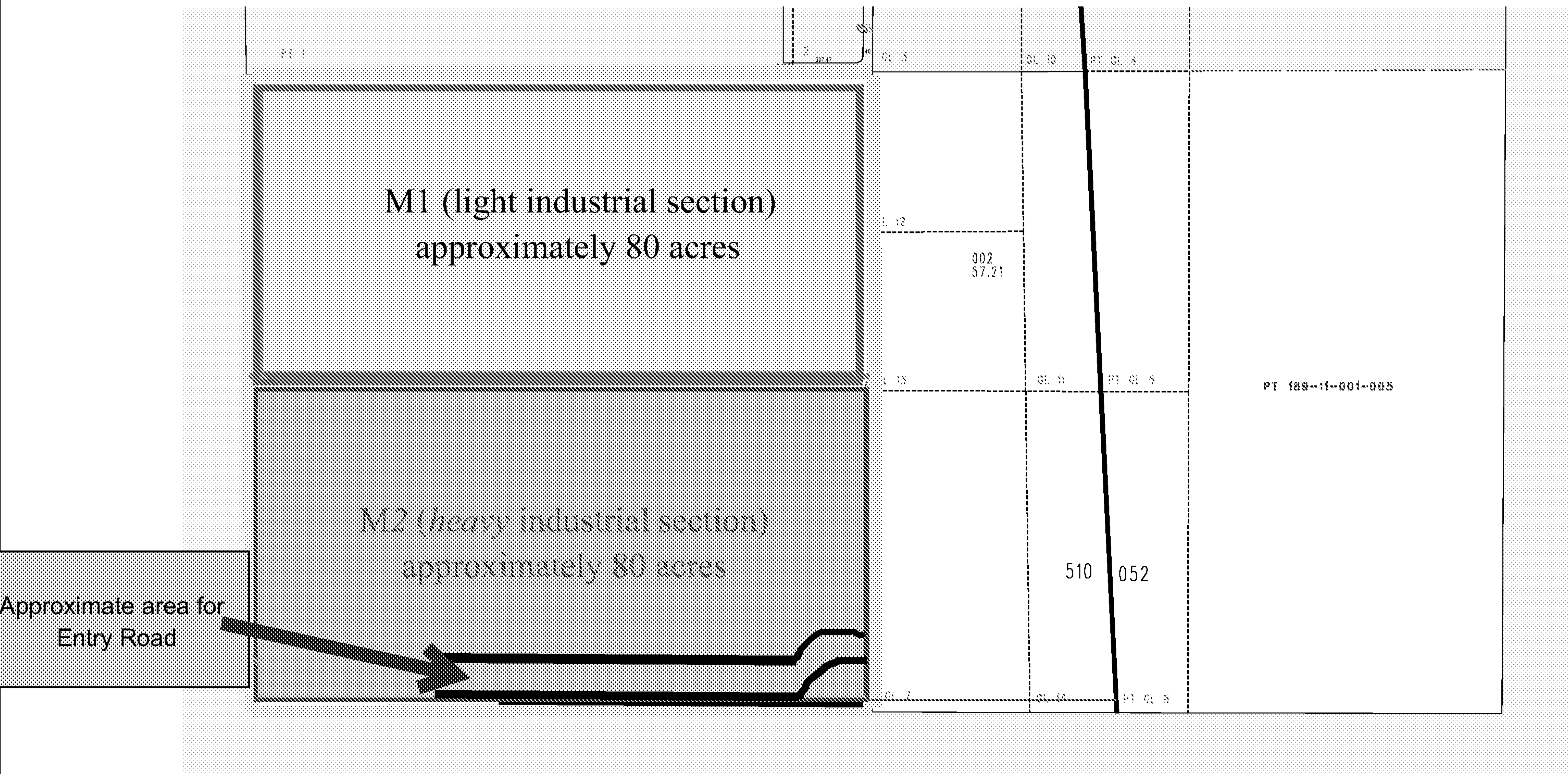


PROPOSED  
100' R/W

EXISTING M-2

EXISTING M-2

NOTES	This map is for assessment use only and does NOT represent a survey. No liability is assumed for the accuracy of the data delineated herein.		MAP LEGEND _____ PARCEL BOUNDARY ----- SUBD BOUNDARY - - - - - ROAD EASEMENT ~~~~~ PM/LD BOUNDARY - - - - - NON-PARCEL LOT LINE - - - - - MATCH LINE --- ROAD ID NUMBER	AVERAGE QA VALUE <b>55</b>		ASSESSOR'S PARCELS - CLARK CO., NV. M. W. Schofield, Assessor		BOOK <b>T23S R83E</b>	SEC. <b>11</b>	TWP <b>32 SEC</b>	<b>189-11-002</b>																																																												
	Information on roads and other non-assessed parcels may be obtained from the Road Document Listing in the Assessor's Office.			PARCEL NUMBER 001 1.00		PARCEL SUB/SEQ NUMBER 202		R62E R63E R64E T22S 178 179 180 T23S 190 189 188 T24S 206 207 208	<table border="1"> <tr><td>6</td><td>5</td><td>4</td><td>3</td><td>2</td><td>1</td></tr> <tr><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td></tr> <tr><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td></tr> <tr><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td></tr> <tr><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td></tr> <tr><td>31</td><td>32</td><td>33</td><td>34</td><td>35</td><td>36</td></tr> </table>	6	5	4	3	2	1	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	<table border="1"> <tr><td>8</td><td>4</td><td>8</td><td>4</td></tr> <tr><td>5</td><td>1</td><td>5</td><td>1</td></tr> <tr><td>6</td><td>2</td><td>6</td><td>2</td></tr> <tr><td>7</td><td>3</td><td>7</td><td>3</td></tr> <tr><td>8</td><td>4</td><td>8</td><td>4</td></tr> <tr><td>5</td><td>1</td><td>5</td><td>1</td></tr> </table>	8	4	8	4	5	1	5	1	6	2	6	2	7	3	7	3	8	4	8	4	5	1	5	1	
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This map is compiled from official records, including surveys and deeds, but only contains the information required for assessment. See the recorded documents for more detailed legal information.		PLAT RECORDING NUMBER 5		BLOCK NUMBER 5		LOT NUMBER 5																																																																	
		GOV. LOT NUMBER 5		Scale: 1"=400' Rev: 06/15/88																																																																			



TAX DIST 052,510



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LINE 1

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PLT 1169  
APP0024

# EXHIBIT H



1     **ANS**

2     Samuel S. Lionel, NV Bar No. 1766

3     slionel@lionelsawyer.com

4     **LIONEL SAWYER & COLLINS**

5     300 South Fourth Street, Suite 1700

6     Las Vegas, Nevada 89101

7     Tel: (702) 383-8888

8     Fax: (702) 383-8845

9     *Attorneys for Defendant Sig Rogich*  
10    *aka Sigmund Rogich as Trustee of*  
11    *The Rogich Family Irrevocable Trust*

12                                   **DISTRICT COURT**

13                                   **CLARK COUNTY, NEVADA**

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

21                                   Plaintiffs,

22     v.

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

28                                   Defendants.

29     AND ALL RELATED MATTERS

Case No.: A-13-686303-C

Dept. No.: XXVII

30                                   **SIG ROGICH AS TRUSTEE OF ROGICH FAMILY IRREVOCABLE TRUST**  
31                                   **ANSWERS TO PLAINTIFF'S FIRST SET OF INTERROGATORIES**

32     TO:   Plaintiffs; and

33     TO:   Mr. Brandon McDonald, their attorney of record.

1 DEFENDANT SIG ROGICH AS TRUSTEE OF ROGICH FAMILY IRREVOCABLE  
2 TRUST ("Rogich Trust") answers to Plaintiff's First Set of Interrogatories as follows:

3 ANSWERS

4 INTERROGATORY NO. 1:

5 Please identify any and all individuals which assisted in the preparation of responses to  
6 these interrogatories, and specifically identify.

- 7 (a) Name of individual;  
8 (b) Address;  
9 (c) Telephone number; and  
10 (d) Relation to answering Plaintiff.

11 ANSWER TO INTERROGATORY NO. 1:

12 Melissa Olivas, Samuel S. Lionel.

13 INTERROGATORY NO. 2:

14 Please state what consideration you were given by Eldorado Hills, LLC for conveying  
15 your interest held on 2012 in Eldorado Hills, LLC.

16 ANSWER TO INTERROGATORY NO. 2:

17 None.

18 INTERROGATORY NO. 3:

19 Please state why you decided to surrender your interests in Eldorado Hills, LLC.

20 ANSWER TO INTERROGATORY NO. 3:

21 Uneconomic. Management disagreements.

22 INTERROGATORY NO. 4:

23 Please identify when you informed Carlos Huerta that you no longer had your  
24 membership interests in Eldorado Hills, LLC.

25 ANSWER TO INTERROGATORY NO. 4:

26 Early fall 2012.

27 ///

28 ///

1 **INTERROGATORY NO. 5:**

2 In regards to the prior interrogatory, please identify how you communicated to Carlos  
3 Huerta, that you no longer had your membership interests in Eldorado Hills, LLC.

4 **ANSWER TO INTERROGATORY NO. 5:**

5 Telephone.

6 **INTERROGATORY NO. 6:**

7 Please state whether you informed Carlos Huerta that pursuant the Membership Interest  
8 Assignment Agreement dated January 1, 2012 you received \$682,080.00 for your membership  
9 interests in Eldorado Hills.

10 **ANSWER TO INTERROGATORY NO. 6:**

11 No.

12 **INTERROGATORY NO. 7:**

13 Did you receive any other interests in money and/or property in exchange for your  
14 conveyance of your Eldorado Hills, LLC membership interests?

15 **ANSWER TO INTERROGATORY NO. 7:**

16 No interest in money was property was received.

17 **INTERROGATORY NO. 8:**

18 Are there any existing agreements, understandings, or promises to pay you future money  
19 and/or property(ies) or benefits, of any kind from the sale of the Eldorado Hills, LLC  
20 property(ies)?

21 **ANSWER TO INTERROGATORY NO. 8:**

22 No.

23 **INTERROGATORY NO. 9:**

24 Are there any existing agreements, understandings, or promises to pay you future money  
25 and/or property(ies) or benefits, of any kind from any business(es) being run on the Eldorado  
26 Hills, LLC property?

27 **ANSWER TO INTERROGATORY NO. 9:**

28 No.

1 **INTERROGATORY NO. 10:**

2 Please indicate which companies that you, personally, or your trust have obtained interest  
3 in, from 2008 to present.

4 **ANSWER TO INTERROGATORY NO. 10:**

5 Bistro Central LV LLC

6 China/US Club

7 ESW, LLC

8 HealthFusion

9 Imitations LLC

10 MMAWC LLC

11 Quarter Note

12 RCG Asia

13 Rhythum LLC

14 St Global Ventures, LLC

15 St Global Ventures, LLC - STG Series

16 St Global Ventures, LLC - STR Series

17 Western Skies Holdings

18 The Food Magazine

19 V-Brooks, LLC

20 **INTERROGATORY NO. 11:**

21 Please identify any companies and/or partnerships that you or any of your trusts have  
22 held with or received from either TELD, Peter Eliades and/or any of his businesses, properties,  
23 or businesses, Imitations, LLC or any other entities, businesses, or assets that either of the above  
24 have shared or share in common, since 2008 to present.

25 **ANSWER TO INTERROGATORY NO. 11:**

26 Eldorado Hills, LLC

1 **INTERROGATORY NO. 12:**

2 With regard to any K-1 interest forms from companies and/or partnerships that you or  
3 any of your trusts have received, since 2009 concurrently provided in response to the requests for  
4 production of documents, please provide an explanation to those which may have a connection to  
5 or shared or share something in common with TELD, any of its principals, Peter Eliades or any  
6 of his entities or businesses.

7 **ANSWER TO INTERROGATORY NO. 12:**

8 Eldorado Hills, LLC

9 **INTERROGATORY NO. 13:**

10 In regards to financial records that were kept by Eldorado Hills, LLC from November  
11 2008 to the present, please identify:

- 12 a. Who has kept the financial records;  
13 b. How the financial records were kept; and  
14 c. Which employee(s) of Eldorado Hills, LLC and/or Sigmund Rogich (or his  
15 entities) were responsible for maintaining the financial records.

16 **ANSWER TO INTERROGATORY NO. 13:**

- 17 a. Melissa Olivas, Vallee Swan  
18 b. QuickBooks  
19 c. Melissa Olivas, Vallee Swan

20 **INTERROGATORY NO. 14:**

21 For any response to the Propounding Party's First Set of Requests for Admissions  
22 propounded concurrently herewith that you did not unequivocally admit, state:

- 23 a. The number of the particular request;  
24 b. The particular facts upon which the response is based; and  
25 c. The names, addresses, and telephone numbers of all individuals who have  
26 knowledge of the particular facts upon which the response is based.

ANSWER TO INTERROGATORY NO. 14:

- a. 1.
- b. See Purchase Agreement.
- c. Carlos Huerta, Sig Rogich, Ken Woloson.

- a. 2.
- b. See Answers to Interrogatory 4.
- c. Carlos Huerta, Sig Rogich.

- a. 3.
- b. Sigmund Rogich's intentions.
- c. Sig Rogich

- a. 4.
- b. See Purchase Agreement.
- c. Carlos Huerta, Sig Rogich.

- a. 5.
- b. No such representation.
- c. Sig Rogich.

DATED: July 24, 2014.

LIONEL SAWYER & COLLINS

By: 

Samuel S. Lionel, NV Bar No. 1766  
slionel@lionelsawyer.com

*Attorneys for Defendant Sig Rogich as  
Trustee of The Rogich Family Irrevocable  
Trust*

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VERIFICATION

SIGMUND ROGICH, under penalty of perjury, being first duly sworn, deposes and says, that I am the Trustee of the Rogich Family Irrevocable Trust; that I have read the foregoing Answers to Plaintiff's First Set of Interrogatories and know the contents thereof; that the same are true of my own knowledge, except for those matters there contained stated upon information and belief, and as to those matters, I believe them to be true.

Dated: July 29<sup>th</sup>, 2014.

By: 

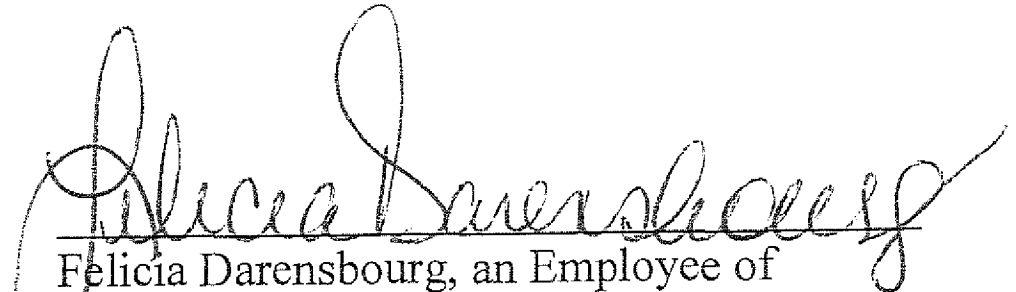
SIGMUND ROGICH, Trustee of  
The Rogich Family Irrevocable Trust

**CERTIFICATE OF SERVICE**

I hereby certify that on this 20<sup>th</sup> day of July, 2014, I deposited in the United States Mail in Las Vegas, Nevada a true and correct copy of the foregoing **DEFENDANTS' ANSWERS TO PLAINTIFF'S FIRST SET OF INTERROGATORIES TO SIG ROGICH** in an envelope upon which first class postage was paid, addressed to the following:

Brandon B. McDonald, Esq.  
MCDONALD LAW OFFICES, PLLC  
2505 Anthem Village Drive, Ste. E-474  
Henderson, NV 89052

*Attorney for the Plaintiffs*

  
Felicia Darenshourg, an Employee of  
Lionel Sawyer & Collins