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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

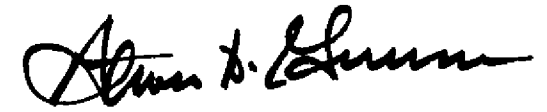
Electronically Filed
Mar 30 2015 11:44 a.m.
Tracie K. Lindeman
Clerk of Supreme Court

APPELLANTS' OPENING BRIEF – APPENDIX VOLUME II

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5	059	9/16/14	Amended Answer to First Amended Complaint and Counterclaim with Jury Demand
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CLERK OF THE COURT

ROPP

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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.

AND RELATED CLAIMS

Case No. A-13-686303-C

Dept. XXVII

Date: September 11, 2014

Time: 10:30 a.m.

**REPLY TO OPPOSITION TO MOTION
FOR PARTIAL SUMMARY JUDGMENT**

1 Eldorado sets forth its Reply to Plaintiff's Opposition and Opposition to Plaintiffs'
2 Counter-Motion.

3 **PRELIMINARY STATEMENT**

4 This motion concerns Nanyah's unjust enrichment claim against Eldorado. It is not a
5 claim against the Rogich Irrevocable Trust or Mr. Rogich. Nanyah's claim has nothing to do with
6 any agreement entered into by The Rogich Trust, Go Global, Mr. Huerta or the Flangas
7 Revocable Trust. There is only one claimant — Nanyah, and only one Defendant— Eldorado.
8 Plaintiffs totally ignore the fact that Eldorado is the sole defendant with respect to Nanyah's
9 claim and with consistent egregious misrepresentations of its evidence attempts to attribute such
10 evidence to Eldorado.

11 At the beginning of its Opposition, Plaintiffs state: "Defendants fail to indicate that there
12 are numerous written admissions in which they conceded by agreement that Nanyah Vegas, LLC
13 had paid Eldorado Hills, LLC. \$1,500,000. These written memorializations were the parties'
14 understanding until Sig Rogich stated in late 2012 that he would not honor the investments/debts
15 owed in a lawsuit brought by another party." Opp. at 2:1-5.

16 There is no admission by Eldorado that Nanyah had paid it \$1,500,000 or any sum. There
17 is no evidence that Sig Rogich stated he would not honor any investments or debts "owed in a
18 lawsuit brought by another party." Eldorado has stated as an undisputed material fact "[t]here is
19 no evidence Nanyah ever invested anything in Eldorado." Motion at 2:8. Plaintiffs have not even
20 attempted to show that Nanyah invested anything in Eldorado. Instead, they have repeatedly
21 referred to exhibits to two agreements that Eldorado is not a party and which show Nanyah as a
22 "Potential Claimant" against The Rogich Trust, not Eldorado.¹

23
24
25
26 ¹ Eldorado has stated in its Undisputed Material Facts that "There is no evidence that
27 Nanyah ever had any dealings with Eldorado." Motion at 2:9. Plaintiffs' have not even attempted
to rebut that statement.

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1 Vegas, LLC (through Canamex Nevada, LLC) was one of four Potential Claimants." There is no
2 explanation of that language nor even of the reference to Canamex of Nevada. Recital A of the
3 Purchase Agreement states the Sellers' (Mr. Huerta and Go Global) interest "may be subject to
4 certain potential claims of those entities set forth and attached hereto as Exhibit A."

5 Paragraph 9 states that Plaintiffs responded to a production request by providing
6 documents Mr. Huerta refers to in subsequent paragraphs of his Declaration. Footnote 1 to
7 paragraph 9 states that PLTFS0031-33 is a copy of an Eldorado bank statement showing a
8 deposit into Eldorado's bank account. That Exhibit is Eldorado's Exhibit E. It shows that on
9 December 7, 2007 \$1,500,000 was deposited into Eldorado's account, 3 days later \$1,450,000
10 was transferred to Eldorado's money market account and 4 days later, \$1,420,000 was given by
11 Huerta to his company, Go Global, from that account as a consulting fee. See Eldorado's
12 Exhibit's F, G and H and Huerta's testimony. (Depo 4/30/14 at 87:16-88:20).

13 Paragraph 10 refers to Exhibit E, a Membership Interest Purchase Agreement dated
14 October 30, 2008, and states that "[t]he Rogich Irrevocable Trust or the 'Seller' made certain
15 representations in specific regard to the moneys owed to Nanyah Vegas, LLC and others." The
16 Agreement concerns the purchase of an Eldorado membership interest by the Flangas Trust and
17 Exhibit D to that Agreement lists the "Potential Claimants" of the Purchase Agreement. It also
18 provides that The Rogich Trust, the Seller of the interest to the Flangas Trust shall defend,
19 indemnify and hold harmless Eldorado and its members from any claims by such Claimants."
20 Eldorado is not a party to the Agreement.

21 Paragraph 11 contains Plaintiffs' continued irrelevant unsupported claims that Mr. Rogich
22 and his Trust owed \$1,500,000 to Nanyah. Plaintiffs just ignores the fact that Nanyah's unjust
23 enrichment claim is against Eldorado only and whether there is any basis for anyone owing
24 anything to Nanyah is totally irrelevant.

25 Paragraph 12 refers to certain documents in Exhibit E. Including an undated one page
26 document alleged to be "notes from a phone conversation on October 24, 2006." Who's notes,
27 who were the speakers on the telephone and what is the foundation for the content of the

1 document is not stated. NRCP 56 (e)'s requirement that opposing affidavits "shall set forth facts
2 as would be admissible in evidence" and that "[s]worn or certified copies all papers or parts
3 thereof referred to in an affidavit shall be attached thereto or served therewith" preclude
4 consideration of the clearly inadmissible and irrelevant document.

5 Paragraph 13 is a broad conclusion that in October 2008, Huerta, Rogich and Eldorado
6 were "working on repaying persons and entities that had provided funds to Eldorado either
7 through Canamex or to Eldorado directly". There is no evidence to support the quote. This
8 foundationless irrelevant statement is clearly not admissible.

9 Paragraph 14 states that Eldorado repaid Eric Reitz and Craig Dunlap, respectively
10 \$20,000 and \$50,000 in late 2008. Mr. Huerta's statement is false. Eldorado did not repay
11 anything to Reitz or Dunlap. Plaintiffs' Exhibit F Purchase Agreement shows that The Rogich
12 Trust, not Eldorado agreed to pay Dunlap for its Eldorado interest. Eldorado is not a party to that
13 Agreement.

14 Paragraph 15 states that Eric Reitz and Craig Dunlap were not provided with K-1's for
15 their investments or advancements "as referred to in their own respective Purchase Agreements."
16 That statement is an unclear irrelevancy.

17 Paragraph 16 states that even after Mr. Huerta and Go Global sold their interest in
18 Eldorado, Huerta assisted Rogich in trying to sell the real property. Another inadmissible
19 irrelevant statement.

20 Paragraph 17 states that after the sale of Go Global's interest to The Rogich Trust, Mr.
21 Rogich represented he would pay the "Potential Claimants." There is no evidentiary support for
22 that statement. It is irrelevant with respect to Nanyah's claim against Eldorado.

23 Paragraph 18 states that Mr. Rogich represented in 2012 he conveyed his Eldorado
24 interest to Teld, LLC, he failed to inform Mr. Huerta and Go Global of his intentions to convey
25 his interest and prior to 2012 Plaintiffs had no reason to suspect no repayment. It further states
26 Mr. Rogich provided no evidence subsequent to October 2008, he was not going to honor the
27 obligations in the Purchase Agreement or the Membership Interest Purchase Agreements.

1 Nothing required Mr. Rogich to provide such evidence. It is significant that Mr. Harlap, who was
2 the manager of Nanyah, (Ex.1) and wired money to Mr. Huerta's Canamex bank account in 2007,
3 has submitted no affidavit with respect to his alleged investment.

4 ARGUMENT

5 Plaintiffs' statement of undisputed facts is almost a verbatim copy of Mr. Huerta's sworn
6 Declaration. Eldorado has demonstrated that Huerta's Declaration has been less than precise with
7 the facts. His attorney has compounded such imprecision.

8 The first sentence of the Opposition states that "Mr. Rogich and Eldorado continued to
9 represent all the way up to 2012 that Nanyah Vegas would be repaid, and only after
10 representations in 2012 that none of the parties would be repaid did Nanyah suffer damages."

11 There is no evidence that Mr. Rogich, trustee of The Rogich Trust, represented he would
12 repay the "Potential Claimants." Mr. Huerta's conclusion which appears in paragraph 17 of his
13 Declaration states the representations were made in "October 2008 through 2012." The
14 Declaration does not state to whom the purported representations were made during each of
15 those five years.

16 ELDORADO'S ASSERTED UNDISPUTED MATERIAL FACTS HAVE NOT BEEN 17 DISPUTED AND ELDORADO SHOULD BE AWARDED SUMMARY JUDGMENT

18 In the Motion, Eldorado has set forth assertions of Undisputed Material Facts. Motion at
19 2:5-21. Included therein are assertions that there is no evidence Nanyah (1) invested anything in
20 Eldorado; (2) had any dealings with Eldorado; (3) ever had an interest in Eldorado; (4) had
21 conferred a benefit on Eldorado; (5) Eldorado has accepted or retained any benefit from Nanyah.

22 Those fact assertions, if undisputed, would demonstrate that Nanyah has no basis for any
23 claim against Eldorado for unjust enrichment. The assertions were truly a challenge to the
24 Plaintiffs to come forth with facts, if they had any, to dispute them.

25 Eldorado's assertion that "[t]here is no evidence that Nanyah ever invested anything in
26 Eldorado" is a critical assertion. If no Nanyah investment in Eldorado, Nanyah cannot have a
27 claim. In footnote 3 on page 5 of the motion, Eldorado points out that nearly all of Mr. Harlap's

1 \$1,500,000 he sent to Huerta's company, Canamex, for investment was appropriated by Huerta
2 and thus Huerta had no Nanyah funds with which to make an Eldorado investment. No other
3 possible source of funds needed to acquire an Eldorado interest for Nanyah is mentioned by
4 Huerta. Not only have Plaintiffs not rebutted the assertion, they have not even attempted to show
5 how Nanyah acquired any purported Eldorado interest.

6 Also critical are Eldorado's assertions that "[t]here is no evidence Nanyah has conferred a
7 benefit on Eldorado" and "[t]here is no evidence Eldorado has accepted or retained any benefit
8 from Nanyah." Those assertions are directed at the indispensable requirements for a cause of
9 action for unjust enrichment. Certified Fire Protection v. Precision Construction, 128 Nev. Adv.
10 Op. 35, 283 P.3d 250, 257 (2012). Plaintiffs do not rebut the assertions. Their sole response is
11 another misguided attempt to attribute The Rogich Trusts Agreements to Eldorado– "Defendants'
12 attempts to contradict their own writings that Eldorado did not receive a benefit must be ignored
13 under the parol evidence rule. Opp. at 16:9-11. Obviously that does not dispute Eldorado's
14 critical assertions.

15 The undisputed Eldorado assertions clearly demonstrate that Nanyah does not have a
16 claim against Eldorado and for that reason partial summary judgment should be awarded to
17 Eldorado.

18 **NANYAH'S CLAIM IS BARRED BY THE STATUTE OF LIMITATIONS**

19 The applicable statute of limitation here is NRS 11.190(2) which provides that an action
20 "upon a contract, obligation or liability not founded upon an instrument in writing "must be
21 commenced within four years.
22

23 Plaintiffs argue that the statute has not run because Nanyah's cause of action did not
24 accrue until 2012, at which time Mr. Rogich represented the "Potential Claimants" would not be
25 paid. Opp. at 3:12-22. Several Nevada decisions are cited as support. As will be shown, each of
26 the decisions, with one exception, involved Nevada statutes which made the discovery rule with
27 respect to limitations applicable. The sole exception, is Dredge Corporation v. Wells Cargo, Inc.,

1 80 Nev 99, 389 P.2d 394 (1964) where there were disputed fact issues that needed resolution
2 before it could be determined that the statute of limitations applied.

3 Nevada State Bank v. The Jamison Family Partnership, 106 Nev. 792, 799, 801 P.2d
4 1377, 1382 (1990), involved fraud and NRS 11.190(3)(d), the fraud discovery statute was held
5 applicable. The same fraud discovery statute was implicated in Millspaugh v. Millspaugh, 96
6 Nev. 446, 448, 611 P.2d 201, 202 (1980). Massey v. Litton, 99 Nev. 723, 669 P.2d 248 (1983)
7 and Libby v. The Eighth Judicial District Court, 130 Nev. Adv. Op. 39, 325 P.2d 1276 (2014) are
8 medical malpractice cases which cite NRS 41A.097 (1) which provides for tolling until
9 discovery.

10 In Soper v. Means, 111, Nev. 1290, 1295, 903 P.2d 222, 225 (1995), where the issue was
11 when a cause of action for breach of contract accrued. The Court held that "the statute began to
12 run as soon as Means knew or should have known of facts constituting breach of contract." Here
13 Nanyah alleges he made an investment in Eldorado but "Nanyah never received an interest in
14 Eldorado while Eldorado retained the \$1,500,000." Amended Complaint, ¶ 17. Mr. Harlap, the
15 manager of Nanyah was sophisticated. He invested all over the world. Huerta 4/3/14 at 62:16-25.
16 He surely was aware that Nanyah received no Eldorado interest for its alleged investment in
17 2006 and 2007. The \$1,500,000 investment was the first he had made in Nevada. He told Mr.
18 Huerta "Carlos, you're just going to manage that for me." Huerta 4/30/14 at 62:16-63:2. Huerta
19 was also the manager of Eldorado until October 31, 2008. Huerta 4/3/14 at 11:21-12:6. Huerta
20 knew at all times Nanyah had no interest in Eldorado.

21
22 Mr. Huerta testified as follows:

23 Q Was Nanyah ever shown as having an interest in it, in
24 Eldorado?

25 A You many know better than I. But not that I know of.

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

A Yes.

1 Q And you, as tax matters partner, could have provided
2 that, right?

3 A Could have, yes.

4 Huerta 4/3/14 at 65:8-18.

5 Assuming Nanyah invested "\$1,500,000 in Eldorado for an interest, but did not receive it,
6 it is a breach and Nanyah would have a cause of action against Eldorado. Surely, Mr. Harlap,
7 who has filed no affidavit was aware or should have been aware no later than 2008, that no
8 Eldorado interest was received. Harlap's steward, Mr. Huerta, knew that Nanyah had not received
9 an interest in Eldorado. Thus, both Harlap and Huerta knew or should have known by October
10 31, 2008, when Huerta ceased being a manager of Eldorado, that Eldorado was in breach. That
11 date is more than 4 years before this action was commenced on July 31, 2013.

12 In October 2008, Nanyah was named as a "Potential Claimant" against the interest of The
13 Rogich Trust. Certainly at that time, at the latest, Nanyah knew it had not received an Eldorado
14 interest for its alleged investment and had a claim against Eldorado. October 2008 is more than 4
15 years before this action was commenced.

16 **NANYAH IS NOT A THIRD PARTY BENEFICIARY**

17 Plaintiffs argument that Nanyah was a third party beneficiary of the Purchase Agreement
18 and the Membership Interest Purchase Agreement is based on Plaintiffs totally specious position
19 that Eldorado was a party to those Agreements and made purported promises to Potential
20 Claimants. Eldorado was not a party to the Agreements and made no promises. The argument,
21 like others based on the same premise, is meritless.

22 **PLAINTIFFS' COUNTER-MOTION SHOULD BE DENIED**

23 Plaintiffs have counter moved for partial summary judgment "on the claim of Nanyah
24 Vegas, LLC for repayment of the \$1,500,000 it allegedly invested into Eldorado Hills, LLC and
25 dismissal of Defendants' Counterclaim for contribution." Opposition at 1:26-2:1. The
26 Counterclaim is by Eldorado only and it is not for contribution.
27

1 CERTIFICATE OF SERVICE

2 Pursuant to Nevada Rule of Civil Procedure 5(b), I hereby certify that I am an employee
3 of LIONEL SAWYER & COLLINS and that on this 2nd day of September, 2014, I caused the
4 document DEFENDANTS' REPLY TO PLAINTIFF'S OPPOSITION TO MOTION FOR
5 PARTIAL SUMMARY JUDGMENT to be served as follows:

6 [X] by depositing same for mailing in the United States Mail, in a sealed envelope
7 addressed to:

8 Brandon B. McDonald, Esq.
9 McDonald Law Offices, PLLC
10 2505 Anthem Village Drive
Suite E-474
Henderson, Nevada 89052

11 *Attorneys for Plaintiffs*

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

13 [] to be hand delivered to:

14 and/or

15 [] by the Court's ECF System through Wiznet.

16 [X] by electronic service to:

17 brandon@mcdonaldlawyers.com
18
19
20
21

22 Felicia Darensbourg
An employee of Lionel Sawyer & Collins
23
24
25
26
27

EXHIBIT 1



NANYAH VEGAS, LLC

[New Search](#)
[Manage this Business \(/businessSearch/manageT7Business?businessEntityNumber=E0834842007-9\)](#)
[Calculate Fees](#)
[Print \(\)](#)

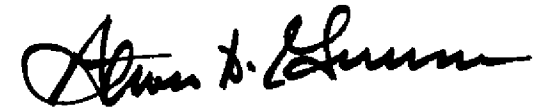
Business Entity Information			
Status:	Revoked	File Date:	12/07/2007
Type:	Domestic Limited-Liability Company	Entity Number:	E0834842007-9
Qualifying State:	NV	List of Officers Due:	12/31/2009
Managed By:	Managers	Expiration Date:	
Foreign Name:		On Admin Hold:	Yes
NV Business ID:	NV20071462658	Business License Exp:	

Registered Agent Information			
Name:	CARLOS HUERTA	Address 1:	3060 E. POST RD., #110
Address 2:		City:	LAS VEGAS
State:	NV	Zip Code:	89120
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:		Mailing State:	
Mailing Zip Code:			
Agent Type:	Noncommercial Registered Agent		
View all business entities under this registered agent ()			

Officers			
			<input type="checkbox"/> Include Inactive Officers
Manager - YOAV HARLAP			
Address 1:	134 HAESHEL ST	Address 2:	
City:	HERZELIA ISRAEL	State:	XX
Zip Code:	46644	Country:	
Status:	Active	Email:	

Actions/Amendments
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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

**PLAINTIFFS' REPLY TO DEFENDANTS' OPPOSITION¹ TO COUNTER-MOTION FOR
PARTIAL SUMMARY JUDGMENT**

¹ Defendants entitle their response as 'Reply to Opposition to Motion for Summary Judgment' yet almost the entirety of the response discusses the points related to Plaintiffs' Counter-Motion; while expressly attributing only four lines to the response to the Counter-Motion. Reply at p. 9:23-27. As Defendants have mischaracterized their response under the guise of a reply, which negates a counter response, the "Reply" should be characterized as an "opposition" so as to not deprive Plaintiffs of their right to respond.

COMES NOW, Plaintiffs, by and through their counsel of record, Brandon B. McDonald, Esq. of McDonald Law Offices, PLLC who hereby file this Reply to Defendants' Opposition to Plaintiffs' Counter-Motion for Partial Summary Judgment based on the claim of Nanyah Vegas, LLC for repayment of the \$1,500,000.00 that it invested into Eldorado Hills, LLC ("Eldorado") and a dismissal of Defendants' Counterclaim for contribution. Defendants' Opposition fails to address the express language of the multiple agreements; Mr. Rogich's own deposition testimony, as well as his VP of Finance's testimony both admit that Nanyah Vegas, LLC ("Nanyah") had paid Eldorado \$1,500,000. Mr. Rogich² also testified in his own deposition that he did not tell Carlos Huerta that he had surrendered his interest in Eldorado in "fall 2012." These written memorializations, adverse testimony, and evidence cannot be contradicted by the gross misrepresentations contained in Defendants' opposition, which are not supported by an affidavit from Mr. Rogich or otherwise³. It is further a legal

² Mr. Rogich also failed to inform Mr. Huerta, on August 21, 2014, that he [Mr. Rogich] received \$1,000,000 from his the new partner in Eldorado, in October 2008. It wasn't until Melissa Olivas' Aug 27th, 2014 deposition that this information was divulged. Notwithstanding this profiteering, from terminating the interest held by Mr. Huerta/Go Global, Mr. Rogich still did not provide any funds owed to Mr. Huerta, though he was clearly profiting from Go Global's former interest in Eldorado. This information, along with the revelation that Mr. Rogich's "simultaneous" receipt of a piece of property which was valued at \$2,180,000 two years prior to the time he surrendered his interest in Eldorado, were all withheld until August 27, 2014.

Although not directly related to these issues, because of Defendants' failure to appropriately respond to discovery requests, the identification of other attorneys who assisted in trying to eliminate any proceeds being paid to Go Global and Mr. Huerta, under the Purchase Agreement and Defendant's request to take a deposition of a third-party who lives in a foreign country; Plaintiffs will likely be seeking to continue trial and discovery, as Defendants, to this point, have not agreed to such request.

³ Ironically, Defendants make light of the fact that Mr. Harlap, the managing member of Nanyah Vegas, has not submitted an affidavit, though Mr. Huerta was designated as the person most knowledgeable, and which testimony they rely on in their own opposition. Opposition, p. 9:6-8. Yet Mr. Rogich, himself, has not submitted an affidavit to attest to any facts, nor has any person deemed as most knowledgeable for Eldorado, submitted an affidavit. Defendants are essentially asking this Court to "take them at their word" - that their version of these events is true based on "arguments by counsel" and not the actual evidence submitted by Plaintiffs. While Defendants' counsel is certainly well

1 impossibility for Go Global or Mr. Huerta to be liable to Eldorado under any legal theory, whether
2 contribution or indemnity, because all of the members of Eldorado agreed that Mr. Huerta and/or Go
3 Global would not be liable for Nanyah's claim of \$1,500,000.⁴

4 This Reply is based upon the points and authorities attached hereto, the sworn Declaration of
5 Carlos Huerta, the deposition testimony of Sigmund Rogich and Melissa Olivas and all of the pleadings
6 submitted to date, in this action, and any oral argument allowed at the time of the hearing for the
7 Motion and Counter-Motion.
8

9 **MEMORANDUM OF POINTS AND AUTHORITIES**

10 **I.**

11 **STATEMENT OF FURTHER UNDISPUTED FACTS**

12 1. On August 20, 2013 the deposition of Mr. Rogich was taken in regards to the foregoing
13 matter. See excerpts of Mr. Rogich's deposition attached herein as Exhibit I at p. 1-2.
14

15 respected, the Defendants' arguments largely amount to hearsay, leaving their own request for
16 summary judgment as well their opposition to this counter-motion wanting for evidentiary foundation.
Again, Defendants can point to no language, in the agreements, their own testimony, or otherwise that
supports their relief or defenses.

17 ⁴ Defendants' have tried to take issue with Plaintiffs' claims that Eldorado represented that Nanyah
18 acknowledged that it was owed \$1,500,000 and even made claims that Eldorado was not a party to
19 these agreements. Opposition, p. 2:16-17; 9:12-16. However, both the Purchase Agreement of October
20 30, 2008 and the Membership Interest Purchase Agreement dated October 24, 2008, which were
executed by all of the members of Eldorado, indicate such. If all of the members of a company
21 represent the same fact, i.e. that Nanyah had invested \$1.5MM into Eldorado, it stands to reasons that
all of the members have unequivocally acknowledged that Eldorado has made this representation.
22 Defendants have failed to refute this fundamental fact and thus acknowledge that Eldorado received
\$1.5MM from "Nanyah Vegas, LLC through Canamex Nevada, LLC." Mr. Rogich, a member of
Eldorado, in October 2008, conceded this point, upon being deposed.
23

24 Furthermore, to the contention that Eldorado was not a party to these agreements: If Defendants
believe this allegation, then they logically would have to amend their counterclaim to one of
25 contribution or indemnity against Mr. Rogich, as he agreed to indemnify Go Global and Mr. Huerta
from this disclosed and acknowledged debt. As Defendants have failed to undertake such action, their
26 insinuation that Eldorado membership was not in accord with these representations cannot be given
consideration.
27

1 2. Mr Rogich testified that, at the time he and Mr. Huerta entered into the Purchase
2 Agreement on October 24, 2008, that Mr. Eliades or TELD, LLC did not want **any** other partners (this
3 would naturally include all of the parties listed as "Potential Claimants," such as Nanyah Vegas, LLC):

4 Q. Okay. So what would lead from this concern into Carlos or Go Global's
5 interest being bought out of the property?

6 A. Well, I found Mr. Eliades, who agreed to invest in the property, and he made it
7 very clear he didn't want any other partners.

8 Exhibit I, p. 24:12-17.

9 Q. Did he [Eliades] have any understanding of who the other partners were?

10 A. He knew that Mr. Huerta was a part of it. He knew there were some other
11 minor entities, but he didn't know who they were, but he said no partners.

12 *Id.* at p. 24:21-25.

13 3. Mr. Rogich conceded that the parties that were identified as "Potential Claimants"
14 would be addressed by his trust, but he did not pay Nanyah their \$1,500,000, or any part of it:

15 Q. Can you turn to Page 4 of the document? About three-fourths of the way down
16 the first paragraph, in here, it says, "Seller" -- and when we're referring to seller,
17 it's Carlos Huerta -- "Seller, however, will not be responsible to pay the Exhibit A
18 Claimants their percentage or debt. "This will be Buyer's obligation, moving
19 forward and Buyer will also make sure that any ongoing company bills" -- and
20 then there's a list of bills -- "will not be Seller's obligation from the date of closing
21 with Pete and" -- ... Going back to that sentence that I just read or those couple of
22 sentences, what was your understanding of that agreement?

23 A. **That there may be -- that we may be subject to some claims, and I would**
24 **address them if we were.**

25 *Id.* at p. 33:13-24; 34:19-24 [Emphasis added].

26 Q. So you paid out some of the claimants, but not Nanyah Vegas or Antonio
27 Nevada; is that correct?

28 A. Antonio Nevada, we went to court with and the court determined we did not
owe them any money.

Q. But -- so my question was: You didn't pay either of these claimants?

A. No.

Id. at p. 39:3-10.

4. Though Mr. Rogich claims that the Purchase Agreement was signed under some form of

1 duress, he admitted that there were five to six different versions of the agreement of which his own
2 counsel participated in preparing and that he, in fact, signed the October 24, 2008 Purchase Agreement:

3 Q. Mr. Rogich, you indicated that you believe that the purchase agreement was
4 signed under some type of duress. Do you know that your employee, Mrs. Olivas,
5 was reviewing the purchase agreement prior to the date of execution?

6 A. Well, there were probably five or six purchase agreements that kept going back
7 and forth, and we didn't get the final one until the very end.

8 Q. Okay. So there were several iterations of the purchase agreement that were
9 reviewed by your attorney, correct?

10 A. Yes.

11 Q. Okay. Do you know if your attorney made changes to those documents?

12 A. I don't know for sure, but he probably did, but he expressed confusion in the
13 correspondence with us at the very end.

14 Q. Did he instruct you not to sign the purchase agreement?

15 MR. LIONEL: Objection. Attorney client.

16 BY MR. MCDONALD: Q. You signed the purchase agreement, correct?

17 A. Yes.

18 *Id.* at p.42:3 – 43:2.

19 5. Mr. Rogich admitted that monies were received from Canamex Nevada. Nanyah is the
20 only company that has the identifier of “Nanyah Vegas, LLC through Canamex Nevada, LLC” in both
21 the Purchase Agreement of October 24, 2008 and the Membership Interest Assignment Agreement of
22 October 30, 2008.)

23 Q. Do you know if there were any business dealings between Eldorado Hills and
24 Canamex Nevada?

25 **A. Well, we received money from Canamex.**

26 Q. And how much money was that?

27 A. I don't recall.

28 *Id.* at p. 49:16-20 [Emphasis added].

Q. So Eldorado Hills received funds from Canamex for the investment; is that
what you're saying?

A. Yes.

Id. at p. 49:24 – 50:2.

1 6. While reviewing the Membership Interest Assignment Agreement, during his
2 deposition, Mr. Rogich admitted that he signed and agreed to the terms of the agreement, which
3 obligated him to protect the “Company” (i.e. Eldorado and its members, which would have, at this
4 time, included Go Global/Carlos Huerta as their Purchase Agreement was not signed until October 30,
5 2008) from Nanyah’s claims:

6 Q. Now, I'm going to read this. This is a Qualification of Representations of
7 Seller, and the seller in the document is listed as the Rogich Family Irrevocable
8 Trust. ...

9 Q. And then below that, if you move down, it says, "Regardless of whether the
10 amounts are so converted, Seller shall defend, indemnify and hold harmless the
11 Company and its members for any claims by the parties listed below, and any
12 other party claiming interest in the Company as a result of transactions prior to the
13 date of this Agreement against the Company or its Members."

14 A. Yes.

15 Q. And then below that is the same list of entities that's listed in the other
16 purchase agreement?

17 A. Yes.

18 Q. Okay. Do you recall reviewing this document?

19 A. Somewhat.

20 Q. And you signed it?

21 A. Yes.

22 Q. Did you agree to the terms of this agreement?

23 A. Yes⁵.

24 ⁵ Among several egregious **misrepresentations of material facts**, Defendants’ reply claims that
25 “There is no evidence that Mr. Rogich, trustee of the Rogich Trust, represented he would repay the
26 Potential Claimants.” Opposition, p. 6:11-12. Mr. Rogich’s own deposition testimony contradicts this
27 precise statement. In her deposition, Melissa Olivas, the VP of Finance and the person designated by
28 Mr. Rogich as the one knowing the intimate financial details for his companies, completely contradicts
the reply claim’s gross misrepresentation. Additionally, many other misrepresentations have been
made, by Defendants, with regard to Mr. Huerta’s supporting Declaration. *Id.* at pp. 3-6. Moreover,
Mr. Rogich failed to validate these “blanket objections” with an affidavit of his own, nor has a person
most knowledgeable of Eldorado provided any affidavit. Opposing counsel’s arguments, in lieu of his
clients’ affidavit, are not evidence of fact; they are hearsay as defined under NRS 51.035 and as defined
by Black's Law Dictionary (9th ed. 2009) (“Traditionally, testimony that is given by a witness who
relates not what he or she knows personally, but what others have said, and that is therefore dependent
on the credibility of someone other than the witness. Such testimony is generally inadmissible under the
rules of evidence”) This “hearsay” testimony cannot be provided any consideration by this Court.
Furthermore, the documents “speak for themselves” and contradictory testimony, though inadmissible
would be further barred by the parol evidence rule. “The parol evidence rule forbids the reception of
evidence which would vary or contradict the contract, since all prior negotiations and agreements are

1 *Id.* at pp. 81:23-82:1; 82:12-83:7.

2 7. Mr. Rogich also testified that, at the time he surrendered his interests in Eldorado, he
3 simultaneously received a piece of real property, which sold for \$2.18 million in 2010 and was free-
4 and-clear of any debt. Mr. Rogich also claimed it was only worth \$400,000 at that time in 2012. This
5 was allegedly done to repay personal loans that Mr. Rogich had lent Eldorado:
6

7 Q. So your contention is that you weren't paid back the full amount of the loan
8 with the property that was given to you?

9 A. It wasn't a loan. It was money I put in, and I wanted it back. The company, by
10 the way, was Imitations, I think. Limitations or Imitations, LLC.

11 Q. The company that received the land?

12 A. Yes, uh-huh. I believe that's what it's called.

13 *Id.* at p. 68:14-23.

14 Q. We have already mentioned Imitations, LLC, as the company that holds the
15 property that you received from Mr. Eliades?

16 A. Yes.

17 Q. I guess, tell me what you know about that company.

18 A. It holds one piece of property.

19 Q. Did you acquire this company from Mr. Eliades?

20 A. I think that was part of the settlement. He gave it to me.

21 Q. He just gave you the company that held the company?

22 A. Yes.

23 Q. Did you have discussions with Mr. Eliades about surrendering your interest in
24 Eldorado Hills in exchange for the property?

25 A. Well, I -- he asked -- I surrendered the property, but I told him I wanted my --
26 the money, actual cash, I put in it after he and I formed our partnership.

27 Q. How soon after you surrendered your interest did you receive the property?

28 A. I think it was simultaneous. When he received it, I received it.

Q. So these were all part of the negotiations for you to surrender your interest?

A. Yes.

Id. at p. 84:18 – 85:20 [Emphasis added].

Q. You said at the time you received it, it was worth approximately 400,000. I'm
asking about the value today. Do you have any understanding of its value?

A. I think it's pretty close to the same.

deemed to have been merged therein.” *Daly v. Del E. Webb Corp.*, 96 Nev. 359, 361, 609 P.2d 319,
320 (1980).

1 Q. Do you know how much Pete paid for the property?

2 A. He, as part of an assistance to get us out of trouble with another business deal,
3 I think put over \$2 million in the property. p. 86:15-20.

4 *Id.* at p. 86:16-87:1.

5 Q. Is there a mortgage obligation on that property owned by Imitations, LLC?

6 A. No.

7 Q. It's owned free and clear?

8 A. Yes.

9 Q. So Mr. Eliades received it from the bank free and clear, correct?

10 A. Yes.

11 *Id.* at p. 89:18-25.

12 Q. And he paid 2 million for the parcel of land?

13 A. It turned out that way, but that's the only thing we gave him in return, even
14 though the land was not worth \$2.1 million. He did it to help me.

15 Q. What makes you believe that the land was not worth 2.1 million?

16 A. Well, I knew the land was not worth 2.1 million.

17 Q. Did you get an appraisal on it?

18 A. No, but we knew. You know, we didn't pay that much for the whole parcel⁶.

19 *Id.* at p 91:14-92:1 [Emphasis added].

20 ⁶ Though not discussed in detail in this Reply and discussed in the Plaintiffs' other Counter-Motion for
21 Partial Summary Judgment, what was further troubling about this matter is the fact that an entity which Mr.
22 Rogich and Mr. Huerta were both members of, Realized Gains, LLC, which had sold the property in 2010
23 that Mr. Rogich received "simultaneously" upon giving away his interest in Eldorado in 2012. The debt on
24 the property was negotiated through a short sale, authorized by City National Bank. Essentially, Mr.
25 Rogich received property which sold for \$2.18 million during the low-point in the Las Vegas real estate
26 market, plus \$682,080.00 and an additional \$1 million (in October 2008, which is discussed below), while
27 Go Global and Nanyah received nothing for their respective amounts (\$2,747,729.50 and \$1,500,000); in
28 the acknowledged and signed 2008 agreements they are both listed as being owed money. Mr. Rogich, and
Eldorado, have certainly not treated the Plaintiffs fairly. Nor have they treated Defendants in a legally
permissible manner. Mr. Rogich was "made whole," while the Plaintiffs are forced to finance Mr. Rogich's
and Eldorado's financial gains. Although Rogich, in 2008, contractually obligated himself to pay the
Defendants, he secretly accepted cash and property for his own benefit. It wasn't until this litigation
persisted that these hidden proceeds surfaced. Prior to, Rogich would have had us all believe that he walked
away from his Eldorado interests for nothing. Until more prying questions were posed during Rogich's
deposition, this was the story Defendants were sticking to – that Rogich received nothing for giving up his
interests in The Company, when the behind-the-scenes plan was to privately walk with cash and property
without having to pay the Defendants back.

1 8. Mrs. Olivas, who handled all of the books and records of Eldorado subsequent to Mr.
2 Huerta/Go Global withdrawing from Eldorado as a member, also conceded that she and Mr. Rogich's
3 attorney Ken Woloson were involved in preparing the October 30th, 2008 Purchase Agreement, which
4 identified Nanyah's \$1,500,000 claim. Mrs. Olivas also testified that both herself and Mr. Huerta had
5 discussions regarding the Nanyah's claims:

6 Q. Did you have any involvement in the preparation of this purchase agreement?

7 A. Yes.

8 Q. What was your involvement?

9 A. I worked with our attorney Ken Woloson to provide input.

10 Excerpts of Melissa Olivas deposition, attached herein as Exhibit J, at p. 21:12-17.

11 Q. What did Mr. Huerta tell you about Nanyah Vegas in response to your
12 question?

13 A. That they had invested money through Canamex.

14 *Id.* at p. 31:7-9.

15 9. Mrs. Olivas further affirmed that the Purchase Agreement created an obligation upon
16 Mr. Rogich or his trust to pay the parties identified as "Potential Claimants." Mrs. Olivas further
17 admitted that she could not recall any dispute, with the Purchase Agreement, and that it was signed
18 upon her advice and that of Mr. Rogich's counsel [Ken Woloson]:

19 Q. What was your understanding of who was to pay these potential claimants
20 after this agreement was stricken?

21 A. As the agreement says, they would -- the seller, being Carlos, would help
22 negotiate whatever needed to happen with these people, entities.

23 Q. And who would end up paying the --

24 A. Their potential claimants.

25 Q. Right. If they were to be paid, who would end up paying them?

26 A. The trust or Sig would be responsible if it was determined that they were to be
27 paid.

28 *Id.* at p. 32:15-33:1.

 Q. Do you recall if Mr. Rogich disputed anything in this agreement?

 A. I don't recall.

 Q. But he did eventually sign it?

1 A. Yes.

2 Q. Was that upon your advice?

3 A. I'm sure it was upon my advice and upon the advice of Ken Woloson.

4 *Id.* at p. 35:10–17.

5 10. In conformity with the bank statement previously provided by Plaintiffs showing that
6 Nanyah's \$1,500,000 was deposited into Eldorado's bank account (Exhibit E, PLTFS0031-33), Mrs.
7 Olivas affirmed this truth:

8 Q. Do you have any reason to dispute that Nanyah Vegas contributed \$1.5
9 million through Canamex Nevada, LLC?

10 A. Did they put money into Canamex? Yes.

11 Q. Did the money go into Eldorado Hills?

12 A. Yes.

13 *Id.* at p. 60:8-13.

14 11. Mrs. Olivas also affirmed that other investors in Eldorado entered into agreements
15 regarding their buyouts (these same buyout were previously provided in the Plaintiffs' prior Statement
16 of Undisputed Facts and in the Declaration of Carlos Huerta):

17 Q. Okay. Do you recall if any action was taken to buy out other investors in
18 Eldorado Hills in 2008 other than Carlos?

19 A. Craig Dunlap and Eric Rietz.

20 Q. Did you review any agreement involving the buyout of Eric Rietz and Craig
21 Dunlap?

22 A. Yes.

23 *Id.* at p. 69:3-9.

24 12. Unknown to Plaintiffs, until the time of Mrs. Olivas' deposition, Mr. Rogich received
25 \$1,000,000, from Mr. Eliades (referred to as "Pete"), upon Pete's buy-in into Eldorado, which formerly
26 belonged to Go Global. Though Mr. Rogich and his trust were profiting from Go Global's interest, Go
27 Global received no benefit from the consideration that Mr. Rogich received:

28 Q. The initial \$6 million that Pete invested, did it all go to the FDIC, or did a
portion of it go elsewhere?

A. A million dollars of it was paid to Sig's trust for -- I don't remember the details

1 of that. It had to do with the interest and the shares and how you got him to the
2 60 percent.

3 *Id.* at p. 121:25-122:6.

4 13. Based on these facts, the plain language of the agreements mentioned herein, and in the
5 prior counter-motion, the deposition testimony of Mr. Rogich and Mrs. Olivas, the Declaration of
6 Carlos Huerta, as well as the bank statement affirming that \$1,500,000 was received, by Eldorado from
7 Nanyah, and all the other evidence submitted by Plaintiffs, it is clear that Nanyah is owed its
8 \$1,500,000, which pursuant to those same agreements was admittedly received by Eldorado and
9 promised to be repaid, as Mr. Rogich and Mr. Eliades had agreed that there would be “no other
10 investors.”

11 14. Based on all these separate express admissions and witness testimony, it is also clear
12 that Mr. Rogich, his trust, and Eldorado all acted as profiteers by ensuring that they were permitted to
13 retain the capital accounts, convert those accounts to debt, and then disingenuously claim that they had
14 never profited from these described transactions with the intent to proceed with not honoring their
15 previous promises. Summary judgment, allowing the recovery of Nanyah Vegas’ \$1,500,000.00 from
16 the Defendants, is therefore appropriate as all of the members agreed that Eldorado received the benefit
17 of these funds. Also, Eldorado’s claim of indemnity/contribution cannot stand as all the members
18 agreed that Carlos Huerta would be indemnified for the claims of Nanyah.
19
20

21 . . .

22 . . .

23 . . .
24
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II.

SUPPLEMENTAL LEGAL ARGUMENT

B. NANYAH IS ENTITLED TO AN AWARD OF \$1,500,000 AS MR. ROGICH’S OWN DEPOSITION TESTIMONY, THE AGREEMENTS BETWEEN THE PARTIES INVOLVING ALL OF THE MEMBERS OF ELDORADO AND THE OTHER EVIDENCE BEFORE THE COURT CORROBORATES THAT ELDORADO HILLS RECEIVED THE FUNDS, BUT NANYAH NEVER RECEIVED ANY BENEFIT, WHILE THOSE SAME AGREEMENTS PROMISED TO REPAY NANYAH.

Defendants have failed to present any testimony from Mr. Rogich, Mrs. Olivas, or the agreements themselves to support their contention that Nanyah is not owed the \$1,500,000; in fact all of the testimony and evidence (notwithstanding the plain unambiguous language of the agreements) state that Eldorado received the funds. These agreements were admittedly signed by Mr. Rogich, who had the opportunity to review the same with the assistance of counsel. Defendant cannot point to any language in any agreement which supports their theory of dismissal or a denial of the relief requested by Plaintiffs. Further Mr. Rogich and Mrs. Olivas admitted Mr. Rogich’s trust and/or himself was liable for the debt owed to Nanyah. Additionally, they admitted that Eldorado received the funds from Nanyah through Canamex Nevada, and never disputed that fact until this case was opened. These facts and admissions would make Eldorado’s recovery from Mr. Huerta for claims of contribution or indemnity a legal impossibility based on the plain language of the agreement, which Mr. Rogich was a party too along with all of the other members of Eldorado. Defendants’ treatment of Mr. Rogich as a party wholly disassociated with Eldorado does not withstand reason when as a member of Eldorado he was executing these agreements which involved all the members of that same company, during the same time he still maintained an equity interest. Therefore when all of the members of Eldorado were making the representations in these agreements, it still represents that all the members in Eldorado stood by these representations, and thus the “global” statements in these agreements represented the will of Eldorado. When all the members of Eldorado represented that Mr. Huerta would not be liable for these claims, it meant precisely that.

...

1. Nanyah Vegas is Entitled to the Return of the \$1,500,000, Which Receipt Has Been

Acknowledged in Multiple Agreements, By Testimony and By Evidence.

Defendants' lone argument has now changed as to why Nanyah should not recover this sum. Now Defendants claim because Nanyah knew it received no equity interest in Eldorado, the statute of limitations began to run at latest on October 31, 2008. Opposition, p. 8:16 – 9:11. Defendants, however, overlook their own cited testimony from Carlos Huerta wherein he testified that he was provided with discretion to manage the affairs of Nanyah in this matter. As Defendants noted “‘Carlos, you’re going to manage that for me.’ Huerta 4/30/14 at 62:16-63:2.” As Mr. Rogich indicated himself, at the time of October 2008, Mr. Eliades wanted no other partners in Eldorado. Mr. Rogich testified, “Well, I found Mr. Eliades, who agreed to invest in the property, and he made it very clear he didn't want any other partners.” Exhibit I, p. 24:12-17. “Q. Did he [Eliades] have any understanding of who the other partners were? A. He knew that Mr. Huerta was a part of it. He knew there were some other minor entities, but he didn't know who they were, **but he said no partners**. Exhibit I, p. 24:21-25. *Id.* at p. 24:21-25 [Emphasis Added]. As the agreements memorialize, the former investors were listed as potential claimants, and the parties agreed that Nanyah was owed the sum of \$1,500,000, whether it was identified in the Purchase Agreement or in the Membership Interest Assignment Agreement. Also, the Membership Interest Assignment Agreement dated October 24, 2008 (EH000017 – 044) states “Seller [The Rogich Family Irrevocable Trust] confirms that certain amounts have been advanced to or on behalf of the Company [Eldorado] by certain third parties 3. Nanyah Vegas, LLC (through Canamex Nevada, LLC) \$1,500,000.00.” EH000039. At that point, Nanyah may have been aware that it had no equity interest, but Mr. Huerta was managing the affairs of Nanyah and Defendants have acquiesced to this fact already. The agreements represent that Nanyah would be repaid the sum of \$1,500,000, not receive an interest. As Plaintiffs' Amended Complaint states:

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

1 *Id.*

2 Whether Nanyah was aware if it had an interest or not, the agreement assured that its investment would
3 be repaid, just like Eric Reitz's and Craig Dunlap's already had been repaid.

4 Furthermore, Nanyah's claim for unjust enrichment is not some type of action seeking
5 performance to attain an interest. In the fall of 2012, Mr. Rogich informed Mr. Huerta of his surrender
6 of his trust's interests⁷ in Eldorado, whereby the previous promises to repay Nanyah back had likewise
7 been abandoned.

8 Q. Do you recall the date that you surrendered your interest in Eldorado Hills?

9 A. I don't recall the exact date, no. It was 2012, toward the end of the year.

10 Q. Do you recall informing Carlos that you surrendered your interest in Eldorado?

11 A. Yes.

12 Q. When did that conversation take place?

13 A. I think in the early fall.

14 Exhibit I at p. 77:19-24.

15 Therefore and until the fall of 2012, there would be no reason for Nanyah (or Huerta) to believe that
16 Mr. Rogich (or his trust) would not honor the terms of the agreement, which Nanyah relied upon until
17 that point. The fact Go Global and Nanyah agreed to wait for repayment; wait to give the real estate
18 market time to recover, and time to see to it that Eldorado and Rogich would have the time to repay
19 them is not fatal under the statute of limitations because there was no reason to believe they had been
20 damaged until the fall of 2012. The market recovered, just as was expected, but Mr. Huerta and
21 Nanyah received nothing. What has occurred here is that the signed October 2008 agreement really
22 only provided Rogich benefit(s), yet no real consideration was given to Nanyah and Go Global.

23 As the agreements clearly indicated, Eldorado received the benefit of Nanyah's funds, whereby
24 such fact has not been controverted and, rather, confirmed by both Mr. Rogich and Mrs. Olivas, during
25 their depositions. Therefore, summary judgment, in favor of Nanyah for the \$1,500,000 claim, is
26 appropriate.

27 ⁷ Defendants have not disputed the Plaintiff's statements in the prior counter-motion which assert that
28 Mr. Rogich only informed Mr. Huerta in 2012 of his trusts surrendering; nor again have they submitted
an affidavit disputing that fact.

1 **2. Defendants have Failed to Controvert by Evidence, Declaration, Sworn Testimony**
2 **or Otherwise that Nanyah Was Not An Intended Third-Party Beneficiary Which Entitles**
3 **them to An Award of \$1,500,000.00.**

4 Defendants have not supported their allegation that Nanyah was not an intended third-party
5 beneficiary under the agreements. Defendants have not cited one case that says that Nanyah would
6 have to be a signatory to those agreements to qualify as a third-party beneficiary, and avoid the fact that
7 all the members of Eldorado, at the time, signed those agreements. Additionally, Defendants have
8 failed to provide the operative law to indicate who qualifies as a third party beneficiary and why
9 Nanyah would be precluded in any way. “To obtain such a status, there must clearly appear a
10 promissory intent to benefit the third party (*Olson v. Iacometti*, 91 Nev. 241, 533 P.2d 1360 (1975)),
11 and ultimately it must be shown that the third party's reliance thereon is foreseeable (*Lear v. Bishop*, 86
12 Nev. 709, 476 P.2d 18 (1970)).” *Lipshie v. Tracy Inv. Co.*, 93 Nev. 370, 379, 566 P.2d 819, 824-25
13 (1977). Generally, a third-party beneficiary takes subject to any defense arising from the contract that is
14 assertible against the promisee, including the statute of limitations. *Gibbs v. Giles*, 96 Nev. 243, 246-
15 47, 607 P.2d 118, 120 (1980)⁸; citing e. g., *Skylawn v. Superior Court*, 88 Cal.App.3d 316, 151
16 Cal.Rptr. 793 (1979); *Bogart v. George K. Porter Co.*, 193 Cal. 197, 223 P. 959 (1924); 4 Corbin on
17 Contracts s 820 (1951); 2 Williston on Contracts s 394 (3d ed. 1959).

18 Under these circumstances and according to Nevada law, Nanyah was a third party beneficiary.
19 The agreements clearly intended to benefit Nanyah, reliance was certainly foreseeable and Nanyah is
20 entitled to the same benefit of the statute of limitations as Go Global, Mr. Huerta or The Rogich Trust;
21 all as indicated by the above Nevada case law. As Defendants have failed to conduct any reasonable
22 analysis based on the relevant case law, Nanyah should be awarded its \$1,500,000.00 from Eldorado.

23 **3. Defendants Have Failed to Oppose Plaintiffs’ Request that the Counterclaim Be**
24 **Dismissed By, Again, Failing To Address Any Key Facts or Conducting Any Legal**
25 **Analysis.**

26 ⁸ *Gibbs* was superseded by statute on other grounds not relative to the point that that the statute of
27 limitations for a third-party beneficiary shares the same statute of limitations with the party with whom
28 it is directly associated with in the contract. *See State of Washington v. Bagley*, 114 Nev. 788, 963 P.2d
498 (1998) (holding that unpaid child support payments accruing within past six-year period were
subject to enforcement).

1 Defendants' opposition to the request to dismiss the counterclaim consists of two sentences
2 which assert that it is not a claim for contribution (Opposition, p. 9:24-27). The lone paragraph of the
3 counterclaim, which identifies any legal theory, is in paragraph three and states the following:
4

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

9 *Id.*

10 Defendants have not undertaken any effort to analyze how Mr. Huerta would be liable to Eldorado,
11 when all the members signed two separate agreements saying that he would be indemnified and not
12 subject to contribution, especially in light of Mr. Rogich's and Mrs. Olivas' testimonies stating that the
13 trust or Mr. Rogich would be liable.

14 Additionally, Defendants' argument amounts to nothing more than an argument of semantics,
15 which is unavailing, as the terms of contribution and indemnity are synonymous. Black's Law
16 Dictionary (9th ed. 2009) defines contribution as "The actual payment by a joint tortfeasor of a
17 proportionate share of what is due. Cf. indemnity." CONTRIBUTION, Black's Law Dictionary (9th
18 ed. 2009). This precisely coincides with the aforementioned third paragraph in the Defendant's
19 counterclaim. However, Defendants also fail to mention the last sentence in the counter-motion which
20 states "Plaintiffs request that summary judgment be entered in favor of Nanyah Vegas, LLC on its
21 claims for recovery of the \$1,500,000 and Carlos Huerta as to Defendants' counterclaim for **indemnity**
22 and contribution." Counter-Motion, p. 17:6-8 [Emphasis added]. Thus, even assuming the semantics
23 argument has merit, it is in error because contribution and indemnity are synonymous and indemnity
24 was mentioned previously but overlooked by the Defendants. As this is the sole argument levied
25 against the dismissal of the counterclaim, the counterclaim cannot stand and must be dismissed.
26
27
28

CONCLUSION

DATED this 8th day of September, 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

EXHIBIT I

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) Case No.
GLOBAL, INC., a Nevada) A-13-686303-C
corporation; NANYAH VEGAS,)
LLC, a Nevada limited)
liability company,)
)
Plaintiffs,)
)
vs.)
)
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.)

Reported by: Wendy Sara Honable, CCR No. 875
Nevada CSR No. 875
California CSR No. 13186
Washington CCR No. 2267
Utah CCR No. 7357039-7801
Job No. 10632

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Also Present:

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Melissa Olivas
Carlos Huerta

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EXAMINATION INDEX

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EXAMINATION BY:

PAGE NO.

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MR. McDONALD

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EXHIBIT INDEX

11

EXHIBIT NO. DESCRIPTION

PAGE NO.

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13

1

Purchase Agreement
dated 10/30/08; 11 pages
EH000045 - 55

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2

Purchase Agreement
dated 10/31/08; 4 pages

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Membership Interest
Purchase Agreement
dated 10/30/08; 23 pages
EH000017 - 39

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Letter to Martinovich
from Rogich
dated 2/29/08; 2 pages
CH00085 - 86

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1 closed it.

2 Q. So during that period of time, the FDIC
3 took over?

4 A. Yes.

5 Q. And there was a concern that they would
6 no longer loan the money?

7 A. It was not a concern. We were told they
8 were not going to loan the money.

9 Q. Okay. So this was directly from the FDIC
10 who told you?

11 A. Yes.

12 Q. Okay. So what would lead from this
13 concern into Carlos or Go Global's interest being
14 bought out of the property?

15 A. Well, I found Mr. Eliades, who agreed to
16 invest in the property, and he made it very clear he
17 didn't want any other partners.

18 Q. Did he say why he didn't want any other
19 partners?

20 A. He just -- exactly that: No partners.

21 Q. Did he have any understanding of who the
22 other partners were?

23 A. He knew that Mr. Huerta was a part of it.
24 He knew there were some other minor entities, but he
25 didn't know who they were, but he said no partners.

1 claimants, per se, other than Mr. Huerta, if we
2 received any distribution of money.

3 Q. So your understanding was that these
4 claimants were also to be paid out of distributions
5 from the company?

6 MR. LIONEL: Objection, Counsel. The
7 agreement sets forth the obligations.

8 MR. MCDONALD: Right, but I'm asking him
9 what his understanding is, and I'm entitled to that.

10 THE WITNESS: I have the same
11 understanding.

12 BY MR. MCDONALD:

13 Q. Can you turn to Page 4 of the document?

14 About three-fourths of the way down the
15 first paragraph, in here, it says, "Seller" -- and
16 when we're referring to seller, it's Carlos
17 Huerta -- "Seller, however, will not be responsible
18 to pay the Exhibit A Claimants their percentage or
19 debt.

20 "This will be Buyer's obligation, moving
21 forward, and Buyer will also make sure that any
22 ongoing company bills" -- and then there's a list of
23 bills -- "will not be Seller's obligation from the
24 date of closing with Pete and" --

25 A. Al.

1 Q. -- is that Al?

2 Who is Al?

3 A. Al Flangas was initially going to be a
4 partner in this entity.

5 Q. So was Al Flangas going to be a partner
6 before Pete decided that he didn't want any
7 partners?

8 A. No. When the three of us -- Pete brought
9 Al in as part of the initial group. He didn't want
10 any more partners --

11 Q. Did you know --

12 A. -- and then -- I knew Al, and then Pete
13 determined that Al would not be a partner.

14 Q. When did he determine that?

15 A. Before we finalized the formal agreement
16 between the three of us, something to that effect.

17 Q. Okay. So I'm sorry. I got a little bit
18 off with the Al Flangas deal.

19 Going back to that sentence that I just
20 read or those couple of sentences, what was your
21 understanding of that agreement?

22 A. That there may be -- that we may be
23 subject to some claims, and I would address them if
24 we were.

25 Q. Did you agree that the seller would not

1 myself out of -- just to help them get their money
2 back.

3 Q. So you paid out some of the claimants,
4 but not Nanyah Vegas or Antonio Nevada; is that
5 correct?

6 A. Antonio Nevada, we went to court with and
7 the court determined we did not owe them any money.

8 Q. But -- so my question was: You didn't
9 pay either of these claimants?

10 A. No.

11 Q. Okay. Do you believe that Mr. Huerta is
12 responsible for any of these claims?

13 A. I don't know. I didn't -- he received
14 the money. He took the money, so you'll have to ask
15 him.

16 Q. Do you have any documentation showing or
17 stating that Mr. Huerta should be responsible for
18 these claims?

19 A. All I know is the times he took the
20 money, he received the money, put the money into, I
21 think, a money market and wrote himself a consulting
22 fee for the amount of the money and then wrote a
23 check after that, so I don't know what he did with
24 all the money that he took.

25 Q. Was Mr. Woloson -- who is Mr. Woloson?

1 EXAMINATION (Continuing)

2 BY MR. MCDONALD:

3 Q. Mr. Rogich, you indicated that you
4 believe that the purchase agreement was signed under
5 some type of duress.

6 Do you know that your employee,
7 Ms. Olivas, was reviewing the purchase agreement
8 prior to the date of execution?

9 A. Well, there were probably five or six
10 purchase agreements that kept going back and forth,
11 and we didn't get the final one until the very end.

12 Q. Okay. So there were several iterations
13 of the purchase agreement that were reviewed by your
14 attorney, correct?

15 A. Yes.

16 Q. Okay. Do you know if your attorney made
17 changes to those documents?

18 A. I don't know for sure, but he probably
19 did, but he expressed confusion in the
20 correspondence with us at the very end.

21 Q. Did he instruct you not to sign the
22 purchase agreement?

23 MR. LIONEL: Objection. Attorney client.

24 BY MR. MCDONALD:

25 Q. You signed the purchase agreement,

1 correct?

2 A. Yes.

3 Q. Who brought Mr. Eliades to the Eldorado
4 Hills deal?

5 A. Chris Cole brought it up with him as a --
6 first as a minority investor, and then he took him
7 to the property.

8 And Mr. Eliades and Chris came back to my
9 office -- I'm not sure if it was the same day or the
10 next day -- and Mr. Eliades determined he would
11 invest and wanted it all.

12 Q. Did he say how much he would invest?

13 A. No. I think it was \$6 million, then, at
14 that particular time, but I'm not certain.

15 Q. Do you know if that's how much he ended
16 up investing when he bought out the -- his share?

17 A. Well, at the end of everything, I think
18 he probably invested more than \$20 million into the
19 property.

20 Q. When you say "at the end of everything,"
21 you're talking up until you left the --

22 A. Yes.

23 Q. -- the deal --

24 A. Yes.

25 Q. -- in 2012?

1 Q. Do you ever recall seeing that name or
2 setting up that entity?

3 A. No.

4 Q. Are you familiar with a company named
5 Canamex Nevada, LLC?

6 A. Yes.

7 Q. Tell me how you know of that company.

8 A. It was Carlos' company.

9 Q. What's your understanding of that
10 company, if you have any?

11 A. Only that that's Carlos' company.

12 Q. Do you know what purpose it was set up
13 for?

14 A. I don't know. You would have to ask
15 Mr. Huerta.

16 Q. Do you know if there were any business
17 dealings between Eldorado Hills and Canamex Nevada?

18 A. Well, we received money from Canamex.

19 Q. And how much money was that?

20 A. I don't recall.

21 Q. Do you recall what the money was received
22 for?

23 A. His investment in Eldorado.

24 Q. So Eldorado Hills received funds from
25 Canamex for the investment; is that what you're

1 saying?

2 A. Yes.

3 Q. You stated earlier that you repaid Eric
4 Rietz for monies that he invested in Eldorado Hills.
5 Do you recall that?

6 A. Yes.

7 Q. Was that \$20,000?

8 A. I don't recall.

9 Q. Okay. You said that you repaid Craig
10 Dunlap for funds that were invested in the company
11 as well?

12 MR. LIONEL: Objection. That's not what
13 he said. I don't care about Mr. Huerta's head going
14 up and down.

15 (Exhibit No. 2 marked
16 for identification.)

17
18 THE WITNESS: (Examining documents.)
19 Okay.

20 BY MR. MCDONALD:

21 Q. Do you recognize this document?

22 A. Vaguely.

23 Q. Can you turn to the second to the last
24 page?

25 A. Okay.

1 pocket in actual cash in my transaction with him.

2 Q. What entity loaned the funds to
3 Mr. Eliades?

4 Was it you personally or the trust?

5 A. I'm sorry?

6 Q. Who loaned the funds to Eldorado Hills?

7 A. Mr. Eliades paid for it with cash.

8 Q. No. But I'm saying the 200,000 and
9 the --

10 A. Oh, it came out of my company.

11 Q. Which company?

12 A. Rogich Communications Group. It came
13 from me personally.

14 Q. So your contention is that you weren't
15 paid back the full amount of the loan with the
16 property that was given to you?

17 A. It wasn't a loan. It was money I put in,
18 and I wanted it back. The company, by the way, was
19 Imitations, I think. Limitations or Imitations,
20 LLC.

21 Q. The company that received the land?

22 A. Yes, uh-huh. I believe that's what it's
23 called.

24 Q. In your responses to our interrogatories,
25 I think there's a few entities that you failed to

1 million?

2 A. I believe so.

3 Q. So Al dropped out, and then Pete took
4 that portion of the interest?

5 Is that how it worked?

6 A. He took that portion and asked me how
7 much I would want of that portion.

8 Q. And what did you say?

9 A. I told him that I would be satisfied with
10 40 percent, total.

11 Q. Were these discussions taking place
12 around the same time as Carlos' buyout?

13 A. Carlos' buyout?

14 Q. In October of 2008 when you bought out
15 Carlos' interests.

16 A. Probably. A reasonable amount of time in
17 there, yes.

18 Q. I'm going to have you turn to Exhibit D.
19 It's the last page, Page 23.

20 A. Okay.

21 Q. Is that your initial at the bottom?

22 A. Yes.

23 Q. Now, I'm going to read this. This is a
24 Qualification of Representations of Seller, and the
25 seller in the document is listed as the Rogich

1 Family Irrevocable Trust.

2 Do you disagree with that? It's on the
3 front page, at the top.

4 A. That's what it says, yes.

5 Q. Okay. The first sentence of that says,
6 "Seller confirms that certain amounts have been
7 advanced to or on behalf of the Company by certain
8 third parties, as referenced in Section 8 of the
9 Agreement."

10 Do you see that?

11 A. Yes.

12 Q. And then below that, if you move down, it
13 says, "Regardless of whether the amounts are so
14 converted, Seller shall defend, indemnify, and hold
15 harmless the Company and its members for any claims
16 by the parties listed below, and any other party
17 claiming interest in the Company as a result of
18 transactions prior to the date of this Agreement
19 against the Company or its Members."

20 A. Yes.

21 Q. And then below that is the same list of
22 entities that's listed in the other purchase
23 agreement?

24 A. Yes.

25 Q. Okay. Do you recall reviewing this

1 document?

2 A. Somewhat.

3 Q. And you signed it?

4 A. Yes.

5 Q. Did you agree to the terms of this
6 agreement?

7 A. Yes.

8 Q. Do you have a general idea of how much
9 you had put into Eldorado Hills prior to forfeiting
10 your interest?

11 MR. LIONEL: Objection to forfeiting.

12 BY MR. MCDONALD:

13 Q. Surrendering, forfeiting, giving up your
14 interest; however you want to classify it.

15 A. Probably 2.6 or 7 million dollars.

16 Q. \$2.6 to \$2.7 million?

17 A. Or --

18 Q. That's your estimate?

19 A. -- something like that.

20 Q. Do you recall how much investment funds,
21 if any, you had provided to Canamex Nevada, LLC?

22 A. I don't recall. I know my initial
23 investment was about 2.2 million, roughly.

24 Q. In Canamex or just in Eldorado Hills?

25 A. Eldorado Hills.

1 Q. Okay.

2 A. 2.1 or 2.2 million.

3 Q. But specifically with regards to Canamex,
4 you don't know how much?

5 A. No. I don't think I did any in Canamex.

6 Q. Okay. We have discussed some offers or
7 potential purchasers of the property prior to 2008
8 and this purchase agreement going down.

9 Had there been any offers made for
10 purchase of the property after that point?

11 A. Not to my knowledge.

12 Q. Had anybody expressed any interest in
13 purchasing the property?

14 A. I believe some home builders had talked
15 about it.

16 Q. Which home builders?

17 A. I don't recall.

18 Q. We have already mentioned Imitations,
19 LLC, as the company that holds the property that you
20 received from Mr. Eliades?

21 A. Yes.

22 Q. I guess, tell me what you know about that
23 company.

24 A. It holds one piece of property.

25 Q. Did you acquire this company from

1 Mr. Eliades?

2 A. I think that was part of the settlement.
3 He gave it to me.

4 Q. He just gave you the company that held
5 the property?

6 A. Yes.

7 Q. Did you have discussions with Mr. Eliades
8 about surrendering your interest in Eldorado Hills
9 in exchange for the property?

10 A. Well, I -- he asked -- I surrendered the
11 property, but I told him I wanted my -- the money,
12 actual cash, I put in it after he and I formed our
13 partnership.

14 Q. How soon after you surrendered your
15 interest did you receive the property?

16 A. I think it was simultaneous. When he
17 received it, I received it.

18 Q. So these were all part of the
19 negotiations for you to surrender your interest?

20 A. Yes.

21 Q. Did you agree to indemnify Teld, LLC, for
22 potential claimants on this property?

23 A. I don't recall. I don't recall.

24 Q. Would that have been part of your deal to
25 receive the property from Mr. Eliades?

1 A. Not -- I don't know.

2 Q. Are there any agreements or documents
3 evidencing your agreement with Mr. Eliades to
4 surrender your interest in the company?

5 A. Yes.

6 Q. Is the property that you received
7 mentioned in those documents?

8 A. I don't know, but I believe so.

9 Q. Do you know what the estimated value of
10 that property is today?

11 MR. LIONEL: It's been asked and
12 answered.

13 THE WITNESS: Yes. You asked that
14 earlier.

15 BY MR. MCDONALD:

16 Q. You said at the time you received it, it
17 was worth approximately 400,000. I'm asking about
18 the value today.

19 Do you have any understanding of its
20 value?

21 A. I think it's pretty close to the same.

22 Q. Do you know how much Pete paid for the
23 property?

24 A. He, as part of assistance to get us out
25 of trouble with another business deal, I think put

1 over \$2 million in the property.

2 Q. Can you describe that to me?

3 Tell me a little more detail about what
4 you just said. He's assisting you with trouble on
5 another deal or something?

6 A. Mr. Huerta and I were partners in a
7 building development on I-15 that incorporated about
8 six and a half acres of land, I believe, and I
9 found that we were losing the property to the bank.

10 We were negotiating with City National
11 Bank, and as part of the deal, I found buyers to put
12 in -- I don't know -- approximately \$4 million.

13 And I asked Mr. Eliades for assistance,
14 because the bank wanted \$6 million to get out of it,
15 so he bought a piece of property that was -- that
16 had -- he took that -- he gave the 2 million to the
17 bank, and that's all he took in interest was the
18 property, even though it was worth far less than he
19 put in.

20 Q. He paid \$2 million to the bank for that
21 parcel?

22 A. No. I don't know if he paid it to the
23 bank, per se. He gave them -- he gave the 2
24 million, and that was all we could give in terms of
25 any equity or -- that's not the word I'm looking

1 another corporation name or LLC name or that one.

2 Q. Were you a member with him in Realized
3 Gains?

4 A. I don't recall.

5 Q. Do you recall if the property owned by
6 Realized Gains was sold to Imitations, LLC?

7 A. No.

8 Q. Do you recall -- do you know of a company
9 named Western Skies Holdings?

10 A. Yes.

11 Q. And what is that company?

12 A. That's the company that owns the
13 buildings.

14 Q. Do you recall if the property owned by
15 Realized Gains was subject to a short-sale
16 agreement?

17 A. I don't recall.

18 Q. Is there a mortgage obligation on that
19 property owned by Imitations, LLC?

20 A. No.

21 Q. It's owned free and clear?

22 A. Yes.

23 Q. So Mr. Eliades received it from the bank
24 free and clear, correct?

25 A. Yes.

1 A. Yes.

2 Q. -- or a member of the company that owned
3 it?

4 A. Yes.

5 Q. So, eventually, the land was all sold by
6 the bank -- is that correct? -- to satisfy the debt
7 that was owed on it?

8 A. I don't recall the details of it. It was
9 \$16 million, I believe, in the debt, the total debt.
10 We had personal guarantees against it. The bank
11 agreed to settle that for 6 million, and I went out
12 and found the 6 million, two of which --
13 approximately two of which was Mr. Eliades'.

14 Q. And he paid 2 million for the parcel of
15 land?

16 A. It turned out that way, but that's the
17 only thing we gave him in return, even though the
18 land was not worth \$2.1 million. He did it to help
19 me.

20 Q. What makes you believe that the land was
21 not worth 2.1 million?

22 A. Well, I knew the land was not worth 2.1
23 million.

24 Q. Did you get an appraisal on it?

25 A. No, but we knew. You know, we didn't pay

1 that much for the whole parcel.

2 Q. How much land did the whole parcel
3 consist of?

4 How many acres was it?

5 A. As I said earlier, I think six and a half
6 or seven, something like that.

7 Q. Acres? Six and a half to seven acres?

8 A. Yes.

9 Q. And how much of that land did Mr. Eliades
10 get out of the deal?

11 A. A little more than two acres. Might be
12 2.2 acres.

13 Q. At what point did you buy the -- you said
14 that you bought the property for around 6 million?

15 Is that what you said originally?

16 A. I can't recall. Mr. Huerta would know
17 more about that, what the price was for the real
18 estate.

19 Q. Do you recall when it was bought?

20 A. I don't know, exactly, the dates.

21 Q. Okay. Was it around the same time as the
22 Eldorado Hills deal was going through?

23 A. It wasn't too far from that.

24 Q. In the, like, '05-'06 range?

25 A. I think '06-'07, I think.

EXHIBIT J

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)	
16	vs.)	DEPOSITION OF:
17)	MELISSA OLIVAS
18	SIG ROGICH aka SIGMUND)	
19	ROGICH as Trustee of the)	August 27, 2014
20	Rogich Family Irrevocable)	
21	Trust; ELDORADO HILLS, LLC,)	
22	a Nevada limited liability)	
23	company; DOES I-X; and/or)	
24	ROE CORPORATIONS I-X,)	
25	inclusive,)	
26)	
27	Defendants.)	
28	-----)	
29	ELDORADO HILLS, LLC,)	
30	a Nevada Limited liability)	
31	company,)	
32)	
33	Defendant/Counterclaimants)	
34)	
35	vs.)	
36)	
37	CARLOS A. HUERTA, an)	
38	Individual, CARLOS A. HUERTA)	
39	as Trustee of THE ALEXANDER)	
40	CHRISTOPHER TRUST, a Trust)	
41	established in Nevada as)	
42	assignee of interests of)	
43	GO GLOBAL, INC., a Nevada)	
44	corporation,)	
45)	
46	Plaintiffs/Counterdefendants)	
47	-----)	
48	Reported by: Marilyn Speciale, CRR, RPR, CCR #749)	

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DEPOSITION OF MELISSA OLIVAS - INDIVIDUALLY AND AS
PERSON MOST KNOWLEDGEABLE/CUSTODIAN OF RECORDS OF THE
ROGICH COMMUNICATIONS GROUP

7

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Taken on Wednesday, August 27, 2014

9

At 10:03 a.m.

10

At 2850 West Horizon Ridge Parkway

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Suite 200

12

Henderson, Nevada

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

25

Job No. 10633

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(702) 383-8888

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12

13

14

15 Also Present:

16

CARLOS A. HUERTA
SIGMUND ROGICH

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1 to pull it out, and it's been attached to the other
2 depositions, but we'll attach it to this one as well.

3 This is Exhibit 1.

4 (Exhibit 1 was marked.)

5 BY MR. McDONALD:

6 Q. All right. Do you recognize that document
7 that was just handed to you?

8 A. Yes, I do.

9 Q. That is the purchase agreement that I was just
10 referring to, correct?

11 A. Yes.

12 Q. Did you have any involvement in the
13 preparation of this purchase agreement?

14 A. Yes.

15 Q. What was your involvement?

16 A. I worked with our attorney, Ken Woloson, to
17 provide input.

18 Q. Tell me about Mr. Woloson. How long had he
19 been your attorney or Rogich --

20 A. Prior to my employment.

21 Q. Did he represent Rogich Communications Group,
22 or was it Sig personally, or Mr. Rogich, I apologize,
23 was it Mr. Rogich personally or Rogich Communications
24 Group?

25 A. Do you mean in this situation or at all?

1 A. Tell -- ask. I asked, "Who is that? I've
2 never even heard of these people."

3 Q. And what did he tell you?

4 A. He -- which one?

5 Q. Nanyah Vegas.

6 A. Sorry, repeat the question.

7 Q. What did Mr. Huerta tell you about Nanyah
8 Vegas in response to your question?

9 A. That they had invested money through Canamex.

10 Q. And did he tell you how much?

11 A. I don't recall, but I would guess so.

12 Q. And what was your response to him?

13 A. I don't recall.

14 Q. Okay. I'm just trying to get a general idea
15 of what conversations were held.

16 A. Yes. I'm sorry, it was so long ago, I don't
17 know.

18 Q. Did you discuss with Mr. Huerta the \$3.36
19 million claim from Antonio Nevada?

20 A. Many times.

21 Q. And what was the content of those discussions?

22 A. We discussed on a consistent basis what was
23 the true nature of that transaction. We paid them their
24 3 million back. Did we owe them interest? What did we
25 owe them? Do we owe them equity? What was this?

1 Q. And did you discuss the same with Mr. Rogich?

2 A. Yes.

3 Q. What was the content of those discussions?

4 A. The same.

5 Q. Did you make a determination at that time as
6 to what the nature of the claim was?

7 A. Potential claimants.

8 Q. So you just decided, "Well, they're potential
9 claimants. We'll just deal with it"?

10 A. I didn't decide that. We were under an
11 extreme time crunch, and when you have a completely
12 circular discussion with no result and you need to get a
13 higher priority project done, that gets listed as a
14 potential claimant, and you move forward.

15 Q. What was your understanding of who was to pay
16 these potential claimants after this agreement was
17 stricken?

18 A. As the agreement says, they would -- that the
19 seller, being Carlos, would help negotiate whatever
20 needed to happen with these people, entities.

21 Q. And who would end up paying the --

22 A. Their potential claimants.

23 Q. Right. If they were to be paid, who would end
24 up paying them?

25 A. The trust or Sig would be responsible if it

1 was determined that they were to be paid.

2 Q. Do you recall which of these entities were
3 paid?

4 A. Antonio Nevada received \$3 million.

5 Q. Do you know if The Ray Family Trust was paid?

6 A. Ray Family Trust maintains their interest in
7 Eldorado Hills, LLC.

8 Q. What about Eddyline Investments?

9 A. They maintain their interest as well.

10 Q. Did they receive any payment?

11 A. Not that I know of.

12 Q. What about Nanyah?

13 A. No.

14 Q. Was there ever discussion held with you and
15 Mr. Rogich that Nanyah would not be paid?

16 A. Yes.

17 Q. And tell me about the contents of that
18 discussion.

19 A. Nanyah was a questionable item to begin with
20 because neither of us knew who they were. So once it
21 was determined that their money -- once we were able to
22 open the QuickBooks and it was determined that the 1.5
23 million was invested in Canamex, then that -- and that
24 money was then transferred to Eldorado and then Carlos
25 got it as a consulting fee, it was only in Eldorado for

1 Q. Did Mr. Rogich review each of the drafts?

2 A. Yes.

3 Q. And --

4 A. I'm not sure he reviewed each of them, no.

5 Q. Did he review the final draft?

6 A. Yes.

7 Q. Were you there when the agreements were
8 signed?

9 A. I don't recall.

10 Q. Do you recall if Mr. Rogich disputed anything
11 in this agreement?

12 A. I don't recall.

13 Q. But he did eventually sign it?

14 A. Yes.

15 Q. Was that upon your advice?

16 A. I'm sure it was upon my advice and upon the
17 advice of Ken Woloson.

18 Q. I was going to ask that next. Mr. Woloson
19 advised him, as well, to sign it?

20 MR. LIONEL: Objection, lawyer/client.

21 May I have the answer, the question and the
22 answer?

23 MR. McDONALD: I don't think there was an
24 answer.

25 (Whereupon, the requested portion of the

1 reduction in Sig's ownership interest?

2 A. No. I believe the K-1s always remained close
3 to the same.

4 Q. Going back to the Exhibit A on the purchase
5 agreement, Page 10, do you -- sorry, I'll wait till you
6 get there.

7 A. I'm there.

8 Q. Do you have any reason to dispute that Nanyah
9 Vegas contributed \$1.5 million through Canamex Nevada,
10 LLC?

11 A. Did they put money into Canamex? Yes.

12 Q. Did the money go into Eldorado Hills?

13 A. Yes.

14 Q. I'm going to hand you -- well, I'm going to
15 have marked as Exhibit 3 an e-mail -- you can put that
16 away -- Exhibit 3.

17 (Exhibit 3 was marked.)

18 MR. LIONEL: May I have the last question read
19 back, the prior question.

20 (Whereupon, the requested portion of the
21 record was read by the reporter.)

22 BY MR. McDONALD:

23 Q. I've handed you, or Madam Court Reporter has
24 handed you an e-mail document that's been marked as
25 Exhibit 3. Do you recognize this?

1 Q. At the time in 2008?

2 A. Yes.

3 Q. Okay. Do you recall if any action was taken
4 to buy out other investors in Eldorado Hills in 2008
5 other than Carlos?

6 A. Craig Dunlap and Eric Rietz.

7 Q. Did you review any agreement involving the
8 buyout of Eric Rietz and Craig Dunlap?

9 A. Yes.

10 Q. I'm going to hand you -- I don't know what
11 exhibit we're on.

12 THE REPORTER: We're on 4.

13 MR. McDONALD: I'll have this marked as
14 Exhibit 4.

15 (Exhibit 4 was marked.)

16 BY MR. McDONALD:

17 Q. Do you recognize this document?

18 A. Yes.

19 Q. Can you tell me what it is?

20 A. It's a purchase agreement for Eric.

21 Q. Eric Rietz?

22 A. Yes.

23 Q. And it's executed October 31st, 2008?

24 A. Yes.

25 MR. LIONEL: Counsel, you're looking at that,

1 Q. When did that conversation take place when
2 Vallee Swan called to discuss the additional moneys that
3 were owed?

4 A. I don't remember that.

5 Q. Did she say Pete put in \$7 million into the
6 property?

7 A. 7 million wasn't the number at the time.

8 Q. Do you recall what the number was?

9 A. I don't, but she had the detail, and I
10 reviewed it for about -- probably about 40 hours of me
11 and other people's time to go through all these
12 transactions that he had booked on his books without --
13 because he got sick of dealing with me, and so he just
14 went ahead and did it, and he didn't classify any of it.

15 So we had to go through every single
16 transaction, me, the maintenance guys, the security guy,
17 anybody that might know what all that stuff was.

18 Q. Were these documents sent to you in QuickBooks
19 format?

20 A. No. There were a lot. I had to go to the
21 office and physically look through every receipt, every
22 backup for every check, 40 hours at least.

23 Q. So shoebox method?

24 A. Yes.

25 Q. The initial \$6 million that Pete invested, did

1 it all go to the FDIC, or did a portion of it go
2 elsewhere?

3 A. A million dollars of it was paid to Sig's
4 trust for -- I don't remember the details of that. It
5 had to do with the interest and the shares and how you
6 got him to the 60 percent.

7 Q. This was to get Pete to his 60 percent
8 ownership?

9 A. Right, because Carlos didn't have 60 percent
10 to sell, and at the time, it was more than 60 percent.
11 It was two-thirds. So, sorry, not to get him to the 60
12 percent, to get him to the two-thirds.

13 Q. 66 or so?

14 A. Yes.

15 MR. McDONALD: Okay. I think that's it. I
16 don't have any other questions.

17 Sam?

18 MR. LIONEL: I have none.

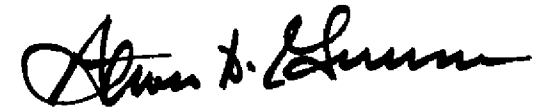
19 MR. McDONALD: Okay. Thank you for your time
20 today. I know it hasn't been fun.

21 We'll go off the record.

22 (Whereupon, the deposition was concluded at
23 3:02 p.m.)

24

25



CLERK OF THE COURT

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2 Samuel S. Lionel, NV Bar No. 1766
3 *slionel@lionelsawyer.com*
4 Steven C. Anderson, NV Bar No. 11901
5 *sanderson@lionelsawyer.com*
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Las Vegas, Nevada 89101
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Fax: (702) 383-8845
Attorneys for Defendant

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

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

14 Plaintiffs,

15 v.

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

19 Defendants.

20
21 **AND RELATED CLAIMS**

Case No. A-13-686303-C

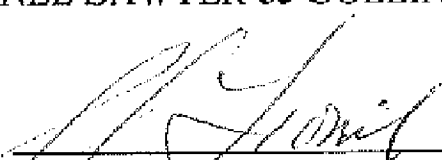
Dept. XXVII

NOTICE OF ENTRY OF ORDER

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

24 Dated: October 1, 2014

LIONEL SAWYER & COLLINS

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

CERTIFICATE OF SERVICE

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

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

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

Attorney for Plaintiffs

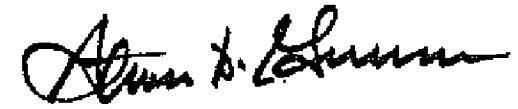
☐ pursuant to Nev. R. Civ. P. 5(b)(2)(D) to be sent via facsimile as indicated:

☐ to be hand delivered to:

and/or

☒ by the Court's ECF System through Wiznet.


An employee of Lionel Sawyer & Collins



CLERK OF THE COURT

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

DISTRICT COURT
CLARK COUNTY, NEVADA

CARLOS A. HUERTA, an individual;
CARLOS A. HUERTA as Trustee of THE
ALEXANDER CHRISTOPHER TRUST, a
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Nevada limited liability company,

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v.

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

Defendants.

AND RELATED CLAIMS

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

ORDER GRANTING PARTIAL
SUMMARY JUDGMENT

ORDER GRANTING PARTIAL SUMMARY JUDGMENT

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

1 UNDISPUTED MATERIAL FACTS

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

7 LEGAL DETERMINATIONS

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

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

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

17 DATED this 25 day of September, 2014.

18
19 Nanyah
20 DISTRICT COURT JUDGE
21 AS

22 SUBMITTED:
23 LIONEL SAWYER & COLLINS

APPROVED
McDonald Law Offices, PLC

24 By: Samuel S. Lionel
25 Samuel S. Lionel
26 300 S. Fourth Street, #1700
27 Las Vegas, NV 89101
28 Attorneys for Defendant
Eldorado Hills, LLC

By: Brandon McDonald
Brandon McDonald
2505 Anthem Village Dr, Suite E-474
Henderson, NV 89052
Attorney for Plaintiffs

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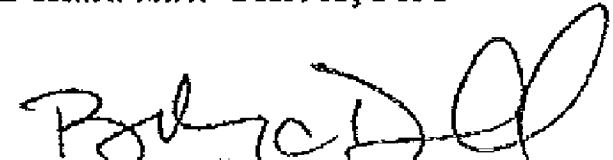
17 DATED this ____ day of September, 2014.
18
19

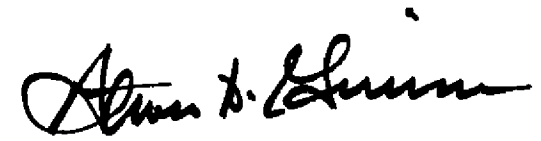
20 DISTRICT COURT JUDGE

21
22 SUBMITTED:
23 LIONEL SAWYER & COLLINS

24 By: 
25 Samuel S. Lionel
26 300 S. Fourth Street, #1700
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28 Attorneys for Defendant
Eldorado Hills, LLC

APPROVED
McDonald Law Offices, PLC

By: 
Brandon McDonald
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Henderson, NV 89052
Attorney for Plaintiffs



CLERK OF THE COURT

NOTC

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Nevada Bar No.: 11206
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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

AND ALL RELATED MATTERS

NOTICE OF APPEAL

COMES NOW, Plaintiff Nanyah Vegas, LLC by and through its counsel of record, Brandon B.
McDonald, Esq. of McDonald Law Offices, PLLC, and hereby appeals to the Nevada Supreme Court
from the Order entered on October 1, 2014 and notice of entry of order provided on even date, which
Notice

...

1 and Order are attached hereto.

2 DATED this 30th day of October, 2014.

3 McDONALD LAW OFFICES, PLLC

4
5
6 By: /s/ Brandon B. McDonald
7 Brandon B. McDonald, Esq.
8 Nevada Bar No.: 11206
9 2505 Anthem Village Drive, Ste. E-474
10 Henderson, NV 89052
11 Attorneys for Plaintiffs

12 **CERTIFICATE OF SERVICE**

13 I hereby certify that on the 30th day of October, 2014, I served a copy of the foregoing
14 **NOTICE OF APPEAL** upon each of the parties via Odyssey E-Filing System pursuant to NRC
15 5(b)(2)(D) and EDCR 8.05 to:

16 Lionel Sawyer & Collins

17 Angela Westlake awestlake@lionsawyer.com

18 Rob Hernquist rhernquist@lionsawyer.com

19 Samuel S. Lionel slionel@lionslawyer.com

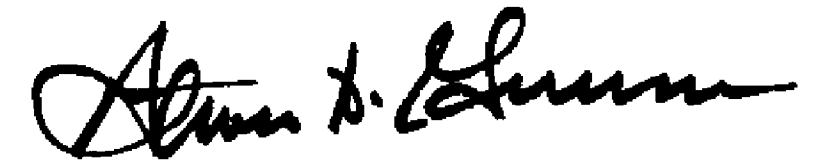
20 McDonald Law Offices, PLLC

21 Brandon McDonald brandon@mcdonaldlawyers.com

22 Charles Barnabi cj@mcdonaldlawyers.com

23 /s/ Charles Barnabi

24 An employee of McDonald Law Offices, PLLC



CLERK OF THE COURT

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

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

10 CARLOS A. HUERTA, an individual;
11 CARLOS A. HUERTA as Trustee of THE
12 ALEXANDER CHRISTOPHER TRUST, a
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14 **Plaintiffs,**

15 v.

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17 Trustee of The Rogich Family Irrevocable
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18 limited liability company; DOES I-X; and/or
ROE CORPORATIONS I-X, inclusive

19 **Defendants.**

20
21 **AND RELATED CLAIMS**

Case No. A-13-686303-C

Dept. XXVII

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23 **JUDGMENT**, was entered by this court on September 25, 2014.

24 Dated: October 1, 2014

LIONEL SAWYER & COLLINS

25
26 By: 

Samuel S. Lionel

Attorneys for Defendant

CERTIFICATE OF SERVICE

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

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Henderson, Nevada 89052

Attorney for Plaintiffs

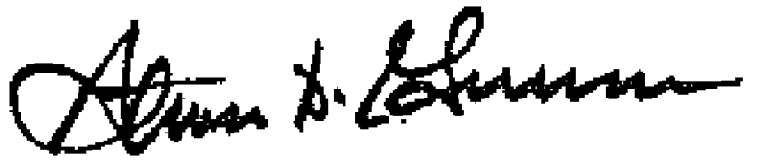
☐ pursuant to Nev. R. Civ. P. 5(b)(2)(D) to be sent via facsimile as indicated:

☐ to be hand delivered to:

and/or

☒ by the Court's ECF System through Wiznet.


An employee of Lionel Sawyer & Collins


CLERK OF THE COURT

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

DISTRICT COURT
CLARK COUNTY, NEVADA

CARLOS A. HUERTA, an individual;
CARLOS A. HUERTA as Trustee of THE
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Defendants.

AND RELATED CLAIMS

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

ORDER GRANTING PARTIAL
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ORDER GRANTING PARTIAL SUMMARY JUDGMENT

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

1 UNDISPUTED MATERIAL FACTS

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

7 LEGAL DETERMINATIONS

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

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

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

17 DATED this 25 day of September, 2014.

18
19 Nanyah
20 DISTRICT COURT JUDGE
21 AS

22 SUBMITTED:
23 LIONEL SAWYER & COLLINS

APPROVED
McDonald Law Offices, PLC

24 By: Samuel S. Lionel
25 Samuel S. Lionel
26 300 S. Fourth Street, #1700
27 Las Vegas, NV 89101
28 Attorneys for Defendant
Eldorado Hills, LLC

By: _____
Brandon McDonald
2505 Anthem Village Dr, Suite E-474
Henderson, NV 89052
Attorney for Plaintiffs

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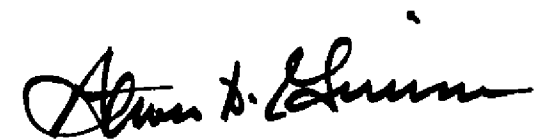
20 DISTRICT COURT JUDGE

21
22 SUBMITTED:
23 LIONEL SAWYER & COLLINS

24 By: 
25 Samuel S. Lionel
26 300 S. Fourth Street, #1700
27 Las Vegas, NV 89101
28 Attorneys for Defendant
Eldorado Hills, LLC

APPROVED
McDonald Law Offices, PLC

By: 
Brandon McDonald
2505 Anthem Village Dr, Suite B-474
Henderson, NV 89052
Attorney for Plaintiffs



CLERK OF THE COURT

TRAN

DISTRICT COURT
CLARK COUNTY, NEVADA

CARLOS HUERTA,

Plaintiffs,

vs.

ELDORADO HILLS LLC,

Defendants.

CASE NO. A686303

DEPT. NO. XXVII

BEFORE THE HONORABLE NANCY ALLF, DISTRICT COURT JUDGE

THURSDAY, SEPTEMBER 11, 2014

RECORDER'S TRANSCRIPT OF PROCEEDINGS:

NOTICE OF HEARING

PLAINTIFF'S OPPOSITION TO DEFENDANT'S MOTION FOR PARTIAL
SUMMARY JUDGMENT AND COUNTERMOTION FOR PARTIAL SUMMARY
JUDGMENT

APPEARANCES:

For the Plaintiffs:

BRANDON B. MCDONALD, ESQ.

For the Defendants:

SAMUEL S. LIONEL, ESQ.

RECORDED BY: TRACI RAWLINSON, COURT RECORDER

1 LAS VEGAS, NEVADA, THURSDAY, SEPTEMBER 11, 2014, 10:34 A.M.

2 * * * * *

3 THE COURT: Appearances please.

4 MR. MCDONALD: Good morning, Your Honor, Brandon McDonald on behalf
5 of the Plaintiffs.

6 THE COURT: Thank you.

7 MR. LIONEL: Good morning, Your Honor, Sam Lionel on behalf of the
8 Defendant Sig Rogich Trust.

9 THE COURT: Thank you Mr. Lionel; thank you Mr. McDonald. All right, this
10 is the Defendant Eldorado Hills LLC's motion for Partial Summary Judgment. We
11 have an opposition with a counter motion.

12 Please proceed, Mr. Lionel.

13 MR. LIONEL: Yes, Your Honor. I prefer to use the podium, Your Honor,
14 because it brings me closer to the Court and my hearing is not the very best.

15 THE COURT: You know I -- you guys I always feel like I'm screaming. I
16 have an extra mic up here. If I need to speak louder let me know.

17 MR. LIONEL: Yes, Your Honor. Your Honor, this is a motion of the
18 Rogich -- this is a matter between --

19 THE COURT: Eldorado Hills.

20 MR. LIONEL: Eldorado Hills and the Nanyah Vegas LLC. Those are the
21 only parties that are involved in this motion.

22 THE COURT: Right.

23 MR. LIONEL: We call it a motion for partial summary judgment because
24 there was actually a misjoinder here really and they only have one claim and it's
25 that one claim only. There are still three remaining claims which are the subject of

1 another motion that we have filed, Your Honor, but not yet submitted.

2 THE COURT: I went ahead and looked at that in the event that the issues
3 may bleed over and they do seem to be distinct -- the issues are distinct from this
4 motion to the other motion.

5 MR. LIONEL: I have trouble hearing the Court, Your Honor.

6 THE COURT: Sorry. I did look at the motion that's set for hearing on
7 September 25th and the issues are distinct from this to the other.

8 MR. LIONEL: Yes, Your Honor. Well this motion of course has nothing to do
9 with that other motion.

10 THE COURT: Right.

11 MR. LIONEL: Here we have a claim by Nanyah Vegas LLC against Eldorado
12 Hills for a million and a half, claiming unjust enrichment. Its complaint says that in
13 2006 -- 2007 it invested a million and a half in Eldorado but it never received that
14 interest and therefore Eldorado has been unjustly enriched and they are
15 suing -- and is suing for that amount. Now if -- they said they spent the money for
16 the investment, they didn't get it. Obviously there is some kind of a claim if you buy
17 something or pay for something and you don't get it. Those facts really spell out a
18 claim of some kind against someone else. And the issue you really have with
19 respect to the limitations issue is when did that claim accrue. The statute of
20 limitations is clear under 11.190(2) and also under 11.220, that it's a four-year
21 statute. 11.220 says if it is not any particular statute four years is the statute and
22 11.190(2) says that if there is an obligation which is not supported by a written
23 instrument, it's a four-year statute of limitations.

24 This suit was commenced on July 31, 1913 -- 1923 [sic]. I was born
25 after 1913, Your Honor, but that's a 19 month interval, Your Honor. We go from the

1 end of 2007 when they said they paid the money until the filing of this complaint,
2 actually amended complaint here, is 19 months. It goes from 2007, 2008, 2009,
3 2010, '11, '12, until July 31 of 2013. So really the issue is whether or not the claim
4 accrued during that 19 month period. In *Soper versus Means* and the other cases
5 in the Court, the *Bank of Nevada versus Jamison Partnership* and other cases, the
6 claim accrues when you know of the facts which gives you the claim or you should
7 have known about it under the circumstances. And we say here that clearly within
8 that 19 month period Nanyah Vegas should have known it had a claim and it failed
9 to sue within that period of time and therefore the statute of limitations applies.

10 Now the manager of Nanyah Vegas, and there's only one manager
11 and there's an exhibit we filed which is Exhibit 1 to our reply which says that the
12 manager is Yoav Harlap and it shows his address in Israel; he is from Israel. Now
13 there is no affidavit here by Mr. Harlap, no declaration by Mr. Harlap, no document
14 indicating any communications he may have had or surely had with Mr. Huerta who
15 was a registered agent who apparently has been acting for him. As a matter of fact
16 Mr. Huerta has testified he was the steward of his money and that Mr. Harlap said
17 you are gonna manage my particular money.

18 Now Mr. Harlap is a sophisticated man. Mr. Huerta testified in his
19 deposition that he makes investments all around the world. Now here's a million
20 and a half invested in 2006 -- 2007 according to the complaint and he never got the
21 interest. Certainly he -- any reasonable man who invests a million and a half is
22 gonna find out what happened to the money. And he certainly should have known
23 what happened to that, certainly within the -- at least the -- within the 19 months
24 period, the window that I talked about between the time of the giving of the money
25 or what he thought was investing the money and the time that the complaint was

1 filed.

2 Not only that, in 2008, October 30th which is the date that the
3 agreement sued upon here in the -- on the other claims, there is an Exhibit A which
4 shows potential claimants and it says Nanyah Vegas through Canamex, a million
5 and a half whatever that may mean. But he certainly knew, must have known or
6 something or should have known at that particular point in time that he had a
7 complaint -- some kind of a case against someone because of the money he put in
8 and got nothing for it. And it's more than four years between the time that the
9 potential claimant exists and the time of the filing of the complaint. Therefore, Your
10 Honor, we say that the claim of Nanyah Vegas is barred by the statute of
11 limitations.

12 I would like to go on, Your Honor, to a second ground for why we
13 should be granted summary judgment. We filed a response -- we filed a motion
14 then they filed an opposition, we filed a reply and when they filed their opposition
15 they added a counterclaim saying they wanted -- the counterclaim was for a
16 million -- for the 1,500 [sic] which of course is what their original claim is; it's a
17 duplication. And they also wanted a dismissal of the counterclaim which we had
18 filed against Mr. Huerta. We took the position in that counterclaim that if for any
19 reason Eldorado -- it was a judgment against Eldorado -- that we had a right to that
20 money back for Mr. Huerta because he took the money. He's got the money. And I
21 will talk more about that in this argument.

22 This Tuesday we were served with an 11 page reply to -- let me put it
23 another way, our response to their countermotion was only 14 lines, contained no
24 argument. On Tuesday we were served with an 11 page reply to those 14 lines and
25 a five page supplement saying supplemental legal argument. And that -- I want to

1 talk about that series of documents we were served with. It relies on very recent
2 depositions we've taken approximately two weeks ago. We only got copies of
3 those on Monday. The deponents have not had an opportunity to look at it and see
4 whether it it's correct, whether any changes should be made. It's not certified and I
5 think it's clear that that type of evidence is not valid with respect to motion for
6 summary judgment; it's not the admissible evidence.

7 THE COURT: And let me indicate to both of you that I rarely consider
8 countermotions because I'm concerned about the due process rights of the parties.
9 When a motion is filed and then a countermotion is filed it doesn't allow for a full
10 briefing so I rarely consider them.

11 MR. LIONEL: Not only that, the rule doesn't properly provide for any kind of
12 timing with respect to it. It deals with statute of limitations which was not in my
13 reply. It -- actually it talks about third party beneficiaries, something we didn't deal
14 with. It contains matters not related to the Nanyah claim and if Your Honor has
15 looked at it, a lot of things have nothing to do with this claim but a lot of the things
16 are just not true and has caused a problem. On page two, Your Honor, of their
17 reply, this newfound reply, they state and I'm reading page two line 14: Mr. Rogich
18 has failed to inform Mr. Huerta on August 21, 2014, the date of Mr. Rogich's
19 deposition, that he Mr. Rogich received a million dollars from his new partner
20 Eldorado in October 2008. It wasn't until Melissa Olivas, August 27, 2014
21 deposition that this information was divulged notwithstanding this profiteering, and it
22 goes on and on. We get to page 80, talks about this million dollars a number of
23 places and he says it wasn't until this litigation persisted that these hidden proceeds
24 surfaced. Now that has no right to be in there, Your Honor; has nothing to do with
25 anything; has nothing to do with any claim in this case; nothing to do with

1 anything -- the other summary judgment motion. And my client, Mr. Rogich, was
2 somewhat outraged by reading that and he -- and if I don't point this out to the
3 Court he's gonna be outraged at me. I have, Your Honor, a document. I prefer it
4 not to be marked but I'd like to give a copy to Your Honor.

5 THE COURT: Make sure that you provide a copy to Mr. McDonald. Thank
6 you.

7 MR. LIONEL: The contract sued upon here closed on August 30, 2008 and
8 this is one of the documents that was put into that escrow.

9 THE COURT: Is this related to the purchase agreement of the same date?

10 MR. LIONEL: Same date, yes, Your Honor.

11 THE COURT: Right.

12 MR. LIONEL: And it says pursuant to this written instruction the parties
13 hereto agree and direct escrow agent to release five million to the FDIC. The
14 additional one million dollars, the one that we finally divulged on August 27th, to be
15 delivered to the Rogich Trust pursuant to the membership purchase agreements;
16 shall be held in escrow by a Nevada titling company until the FDIC closes,
17 executes, and records all applicable documents. There are five signatures on here
18 and one of those is Mr. Carlos Huerta. He signed it. Now he knew about that
19 million dollars -- actually the million dollars came because of -- because Mr. Elidas
20 [phonetic] bought some stock from him as did Mr. Flangas and he chipped in
21 \$500,000 and there's a contract which shows that. And it just -- as I say, I don't
22 want this exhibit marked. I don't like to put it in the record but my client felt in view
23 of the fact that he was accused of this that I should show that to the Court.

24 Now, Your Honor, in my motion I said there were certain undisputed
25 material facts. I just want to refer to one at this moment and that is that there is no

1 evidence, no evidence that Nanyah ever invested anything in Eldorado. And I
2 prepared at that point in my footnote which I added to my motion I said that
3 Eldorado believes based on Huerta's deposition testimony Nanyah will argue that
4 somehow Harlap's 1.5 million paid for Nanyah investment in Eldorado. The
5 additional facts show clearly that Huerta, Harlap's steward, appropriated for himself
6 almost 95% of it as a consulting fee thus the Harlap money was not available to
7 purchase an Eldorado interest or confer a benefit on Eldorado nor could Eldorado
8 accept or retain any such benefit. If there is -- Nanyah Vegas never invested
9 anything in Eldorado.

10 We must get summary judgment because they have no claim for
11 anything and we have shown by the testimony of Mr. Huerta which he gave in the
12 deposition that there was a million and a half that was wired by Mr. Harlap to a
13 Canamex account in the Nevada State Bank to the attention of someone. And
14 Mr. Huerta testified yes I instructed Mr. Harlap to send the \$1,500,000 to the
15 Canamex account attention of this particular woman. Canamex was a company
16 that had been formed a few days before this bank account had been opened, three
17 days before by Mr. Huerta. The \$1,500,000 went into that account. The money
18 came in on December 6, 2007. The very next day it was deposited in Eldorado
19 account. A couple of days later \$1,450,000, Mr. Huerta had transferred from that
20 Eldorado account to a money market account. And days later \$1,420,000 was
21 taken out of the money market account payable to Go Global which is Mr. Huerta's
22 100% owned company. So within a period of eight days Mr. Harlap's million and a
23 half which he sent to Canamex not Nanyah Vegas was taken by Mr. Huerta and
24 Mr. Huerta's company. And in this transaction there is nothing in there which deals
25 with Nanyah Vegas. Mr. Huerta had control of that money all the time, he put it in

1 Eldorado, put it in the money account, took out \$1,420,000, 95% of that. Now that's
2 the basis for my undisputed material fact that there is no evidence, no evidence that
3 Nanyah invested any money in Eldorado and therefore there should be summary
4 judgment granted with respect to Eldorado's claim -- with respect to Nanyah Vegas'
5 claim against Eldorado.

6 THE COURT: Thank you.

7 Mr. McDonald.

8 MR. MCDONALD: Since he used the podium I guess I'll use it too.

9 THE COURT: Certainly.

10 MR. MCDONALD: I believe it's necessary to clarify quite a few of the
11 representations made by opposing counsel in this matter because he's trying to
12 present to the Court a very insular view of very few of the facts in this case. This
13 was a situation where my client and Mr. Rogich invested into a company that held a
14 parcel of land, 160 acres out near Boulder City.

15 THE COURT: Isn't it 161 acres?

16 MR. MCDONALD: Yeah 161 acres is what it was. They have had several
17 successful business dealings previous [sic] and they purchased this land with the
18 intent to flip it. They had several buyers who were going to buy it for millions of
19 dollars more than it was worth; came upon a time when those deals fell through
20 because the market had collapsed and the company was in trouble. My client
21 Mr. Huerta was contributing towards the company by paying on a loan debt that
22 was owed on the property and he was contributing more than Mr. Rogich was. At
23 one point he had approximately 4.2 million dollars into the property and in our
24 opposition we provided a breakdown of the funds that were provided by the parties.
25 Mr. Huerta had 4.2 million dollars invested. He couldn't continue to contribute to

1 the company without going bankrupt himself so they went out and started looking
2 for investors.

3 Mr. Huerta approached Nanyah Vegas and Nanyah Vegas decided
4 we'll contribute 1.5 million dollars towards the company. The money -- it's not
5 disputed that the money went into Canamex Nevada and I'll tell you -- I'll explain
6 what Canamex Nevada is just in case there's any confusion. Canamex Nevada
7 was intended to be an entity that would market several parcels of land that were to
8 be joined together including this 161 acre parcel. So there were several parcels
9 that were gonna come together and they were gonna be marketed as Canamex
10 Nevada. So this Canamex Nevada entity that is referred to is actually a part of this
11 Eldorado Hills investment. So the money goes into Canamex Nevada but the deals
12 are falling through so the money is transferred into Eldorado Hills. Now the money
13 was eventually transferred -- a portion of it was transferred to Mr. Huerta or Go
14 Global but that went to reduce his advance payments in the company from 4.2
15 million to approximately 2.7 or somewhere around that number. That's the number
16 that you see in the purchase agreement from October of 2008. So --

17 THE COURT: I have it here if I need to refer to it.

18 MR. MCDONALD: So the representations that Eldorado Hills didn't receive
19 any benefit from that 1.5 million are completely disingenuous because if that money
20 hadn't gone to Mr. Huerta then the purchase agreement would have been for 4.2
21 million dollars instead of 2.7. So this is a -- this is an expense that was being paid
22 back by Eldorado Hills.

23 THE COURT: Well but what about the statute of limitations argument?

24 MR. MCDONALD: Okay yeah I was gonna get to the statute of limitations.

25 THE COURT: That's really the critical issue here.

1 MR. MCDONALD: Right.

2 THE COURT: Why did your client wait so late and --

3 MR. MCDONALD: Well -- so there was -- in 2008 the purchase agreements
4 were stricken -- were executed between the parties and it was agreed that
5 Mr. Huerta would assist Mr. Rogich in trying to resolve --

6 THE COURT: And how do I know that? Did you provide his affidavit?

7 MR. MCDONALD: It's stated -- yeah, Mr. Huerta has an affidavit -- a
8 declaration that's attached in the opposition.

9 THE COURT: All right.

10 MR. MCDONALD: And the purchase agreements --

11 THE COURT: Let me pull it up so I can follow it.

12 MR. MCDONALD: Okay. The purchase agreements themselves actually
13 state that Mr. Huerta or Go Global would work in order to resolve the claims from
14 the investors. Several of the investors were paid back. If you look at the claimants
15 in the purchase agreement there's Eddyline Investments, there's the Ray Family
16 Trust, Nanyah Vegas, Antonio Nevada, and then there's two that have been left off.
17 Out of those the only ones that -- the only one that wasn't paid back was Nanyah
18 Vegas. And so representations were made that these entities would be paid back.
19 The membership purchase agreement contemplates that instead of Nanyah Vegas
20 receiving an interest in the company that it would be essentially converted into a
21 debt that would be paid back. So October 2008, representations are being made
22 that yes there will be efforts to pay back these entities.

23 Now time goes by and the real estate market is eventually coming back
24 and no -- at no point in time did Mr. Rogich or anybody on behalf of Eldorado Hills
25 inform my clients that they wouldn't be paid back their investments. There was

1 nothing to indicate to my clients that they weren't gonna be paid back until fall of
2 2012 when Mr. Rogich called Mr. Huerta and let him know look I'm letting go of my
3 investment in Eldorado Hills and the representations up until recently have been
4 that he's letting it go for essentially nothing; he's getting nothing out of his interest.
5 We now know that that's not correct. He actually did receive a piece of property
6 and approximately \$680,000 out of the deal but it wasn't until that point --

7 THE COURT: But this -- I'm talking about now, unjust enrichment as against
8 Eldorado only.

9 MR. MCDONALD: Right. So --

10 THE COURT: Not other claims.

11 MR. MCDONALD: So it wasn't until fall of 2012 that Nanyah Vegas learned
12 that they weren't going to be paid back their 1.5 million dollars. So fall of 2012
13 would be the date that the --

14 THE COURT: And this is my next question and I'm sorry if I'm interrupting
15 you too much but the complaint talks about a capital investment and then this
16 affidavit talks about a loan. What was it?

17 MR. MCDONALD: Well it was initially intended to be a capital investment but
18 then once it was --

19 THE COURT: What does that mean? Was it -- there was no promissory
20 note and there's no issuance of stock and there's no writing, no -- nothing to
21 document what that was. And then you give me inconsistent factual basis and you
22 ask me to make conclusions.

23 MR. MCDONALD: Well the way that these entities did business, Your Honor,
24 was not -- it wasn't by the book is what I'm trying to say. There were several
25 investors including -- we've provided purchase agreements for Craig Dunlap and

1 Eric Reitz who are also investors who contributed funds but they eventually got their
2 money back out of the deal because it was agreed that they'd be paid back. The
3 same thing was the case for Nanyah Vegas. They contributed 1.5 million dollars to
4 the company. The company retained the benefit of that 1.5 million dollars and
5 never returned that benefit to Nanyah Vegas. So it wasn't until fall of 2012 that
6 Nanyah Vegas learned we're not getting paid back and then in July of 2013, within
7 less than a year of learning that they were damaged, they went and filed their
8 complaint against opposing counsel. Now according to the -- not against opposing
9 counsel, against the opposing party.

10 Now according to the case law that we provided to the Court there is
11 the Discovery of Damage Rule which shows that the statute of limitations begins to
12 occur at the point when the damage was ascertained. At this point our client had
13 no representations from Mr. Rogich or anybody from Eldorado Hills that they
14 weren't gonna get paid back. In fall of 2012 they got that representation and then
15 they filed within July of 2013. This isn't a case where they sat upon their rights and
16 just sat around and waited for nothing. This is a case where they thought we're
17 gonna get paid back because all the other people have been paid back and now it's
18 fall of 2012, we're being told --

19 THE COURT: Right but that's a breach of contract argument. That's not an
20 unjust enrichment argument. That's my concern.

21 MR. MCDONALD: Well, Your Honor, I believe that the same principles apply
22 in this case where they contributed the 1.5 million dollars to the company and there
23 were representations made that they would be paid back eventually and they
24 weren't informed that they weren't gonna be paid back until fall of 2012. So as far
25 as the statute of limitations is concerned, the discovery of damages wasn't until fall

1 of 2012. Even under an unjust enrichment claim the statute wouldn't accrue until
2 well after July 2013 when we filed. So we're asking the Court to deny their motion
3 for summary judgment on the statute of limitations based on the fact that the
4 damage was discovered in fall of 2012. The complaint was filed July of 2013 and
5 therefore it was filed within the period of time necessary. Now we do have
6 countermotions for summary judgment and the Court has indicated that --

7 THE COURT: You know I'm really -- I don't want to cut you off from making
8 your record but I'm really not inclined to deal with a dispositive request for relief
9 when there's not due process to both sides. If you believe you have a cause of
10 action then file your motion and give them the chance to fully brief it; give me the
11 chance to fully digest the facts and determine the law. But -- and it's not to cut you
12 off.

13 MR. MCDONALD: No.

14 THE COURT: But I'm not inclined.

15 MR. MCDONALD: Understood, Your Honor.

16 THE COURT: Thank you. Mr. McDonald, is there anything further?

17 MR. MCDONALD: Let me just check my notes and make sure that I've
18 addressed everything. I believe that's it, Your Honor.

19 THE COURT: Thank you.

20 MR. MCDONALD: Thank you.

21 THE COURT: And the reply please.

22 MR. LIONEL: I'll be very brief, Your Honor. There's no evidence here about
23 these numbers and Mr. Huerta put certain money in the company and so forth and
24 so on. The fact remains he took the money out. There was no money for Nanyah
25 and there is no record of any kind which shows that any money from Nanyah was

1 put into Eldorado; even the money that went in was Canamex money. The money
2 came from Mr. Harlap to Canamex as instructed by Mr. Huerta. When counsel
3 says that certain people -- potential claimants got paid, they didn't get paid by
4 Eldorado. Eldorado was not part of that contract that's the purchase agreement
5 here. It's not a party, Your Honor. And when counsel says well they were not
6 notified until 2012 that they weren't gonna get paid, if somebody owes me money
7 and they say they're gonna pay me but they don't pay me for a while, there's no
8 tolling. The statute of limitations is running and those potential claimants which
9 clearly counsel -- Mr. Harlap must have known about was more than four years
10 prior to the time this action was commenced. Your Honor, we submit that summary
11 judgment should be -- partial summary judgment should be granted to Eldorado
12 with respect to Eldorado Claims.

13 THE COURT: All right, this is the Defendant Eldorado Hills' motion for partial
14 summary judgment. It relates only to request for dismissal of Nanyah LLC on the
15 fourth cause of action for unjust enrichment. There was an opposition filed which I
16 reviewed and the countermotion which I've declined to hear today. So the
17 countermotion will be denied without prejudice to start but I am going to grant the
18 motion for partial summary judgment for the following reasons: first of all both the
19 complaint and the amended complaint in paragraph 45 state Nanyah's grounds for
20 relief as against Eldorado as being based upon a capital investment but the
21 evidence is that there was no investment by Nanyah directly into Eldorado. A lack
22 of contractual privity precludes any relief under the unjust enrichment cause of
23 action but additionally the statute of limitations would preclude the cause of action
24 by this Plaintiff as against this Defendant -- this particular cause of action and the
25 fourth cause of action simply because it's the -- I don't need to determine any

1 questions of fact to determine the statute of limitations. The cause of action if any
2 would have risen at the time of the investment and there's no analysis needed to
3 determine when the cause of action arose in this case simply because there's no
4 contractual privity. So for those reasons the motion will be granted; Mr. Lionel to
5 prepare the order.

6 Mr. McDonald, do you wish to sign off on that?

7 MR. MCDONALD: Yes, Your Honor.

8 MR. LIONEL: I will prepare it, Your Honor.

9 THE COURT: All right. Any questions gentlemen?

10 MR. LIONEL: No, Your Honor.

11 THE COURT: Very good. I guess I'll see you September 25th.

12 MR. LIONEL: Yes, Your Honor.

13 THE COURT: Thank you both.

14 MR. LIONEL: We'll be there.

15 PROCEEDING CONCLUDED AT 11:05 A.M.

16 * * * * *

17

18

19 ATTEST: I do hereby certify that I have truly and correctly transcribed the audio-
20 video recording of this proceeding in the above-entitled case.

21

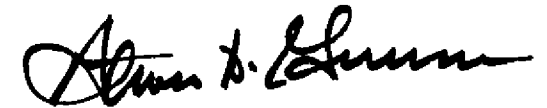
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TRACI RAWLINSON
Court Recorder/Transcriber



CLERK OF THE COURT

JUDG

Samuel S. Lionel, NV Bar No. 1766

slionel@fclaw.com

FENNERMORE CRAIG, P.C.

300 South Fourth Street, 14th Floor

Las Vegas, Nevada 89101

Telephone: (702) 791-8251

Fax: (702) 791-8252

Attorneys for Sig Rogich aka

Sigmund Rogich as Trustee of

The Rogich Family Irrevocable Trust

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. XXVII

FINAL JUDGMENT

FINAL JUDGMENT

WHEREAS, an Order Granting Summary Judgment was duly entered on November 5,
2015 dismissing the Amended Complaint of Plaintiffs Carlos A. Huerta, individually, and as
Trustee of The Alexander Christopher Trust; and

<input type="checkbox"/> Voluntary Dismissal	<input checked="" type="checkbox"/> Summary Judgment
<input type="checkbox"/> Involuntary Dismissal	<input type="checkbox"/> Stipulated Judgment
<input type="checkbox"/> Stipulated Dismissal	<input type="checkbox"/> Default Judgment
<input type="checkbox"/> Motion to Dismiss by Deft(s)	<input type="checkbox"/> Judgment of Arbitration

1 WHEREAS, an Order Granting Motion for Award of Attorneys' Fees was duly entered
2 on February 11, 2015 in favor of Defendant, The Rogich Family Irrevocable Trust, in the amount
3 of \$237,954.50 against said Plaintiffs; and

4 WHEREAS, on November 7, 2014, The Rogich Family Irrevocable Trust duly filed a
5 Memorandum of Costs and Disbursements in the amount of \$5,016.77; and

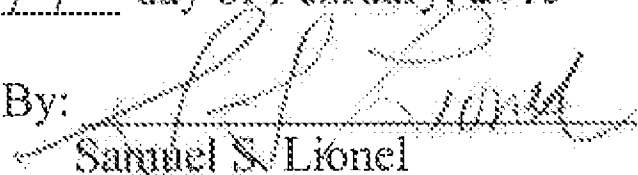
6 WHEREAS, the Plaintiffs did not file a Motion to Retax.

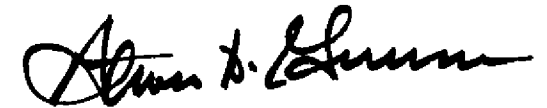
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8 NOW THEREFORE IT IS ORDERED, ADJUDGED AND DECREED THAT the
9 Defendant, The Rogich Family Irrevocable Trust, be and is hereby awarded Final Judgment
10 against Plaintiffs Carlos A. Huerta, individually, and as Trustee of The Alexander Christopher
11 Trust, dismissing the Amended Complaint, with prejudice, together with the award of
12 \$237,954.50, for attorneys' fees, plus costs taxed in the amount of \$5,016.77.

13
14 Dated this 20 day of February, 2015.

15 
16 DISTRICT COURT JUDGE
17

18 SUBMITTED by:
19 FENNEMORE CRAIG, P.C.
20 17th day of February, 2015

21 By: 
22 Samuel S. Lionel
23 300 S. Fourth Street, #1400
24 Las Vegas, NV 89101
25 Attorneys for Defendant
26
27
28



CLERK OF THE COURT

1 NOTC
2 Samuel S. Lionel, NV Bar No. 1766
3 *slionel@fclaw.com*
4 FENNERMORE CRAIG, P.C.
5 300 South Fourth Street, 14th Floor
6 Las Vegas, Nevada 89101
7 Telephone: (702) 791-8251
8 Fax: (702) 791-8252
9 *Attorneys for Sig Rogich aka*
10 *Sigmund Rogich as Trustee of*
11 *The Rogich Family Irrevocable Trust*

7 DISTRICT COURT

8 CLARK COUNTY, NEVADA

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

14 Plaintiffs,

15 v.

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

19 Defendants.

Case No. A-13-686303-C

Dept. XXVII

NOTICE OF ENTRY OF FINAL
JUDGMENT

21 NOTICE OF ENTRY OF FINAL JUDGMENT

22 //

23 //

24 //

25 //

26 //

27 //

28 //

1 Notice is hereby given that on February 23, 2015 an Order Granting Final Judgment was
2 duly entered herein, a copy of which is attached as Exhibit A.

3 Dated: February 24, 2015.

4 FENNEMORE CRAIG, P.C.

5
6 By: /s/ Samuel S. Lionel
7 Samuel S. Lionel, NV Bar #1766
8 300 South Fourth Street, 14TH Floor
9 Las Vegas, NV 89101
10 *Attorneys for Sig Rogich aka*
11 *Sigmund Rogich as Trustee of*
12 *The Rogich Family Irrevocable Trust*

13 **CERTIFICATE OF SERVICE**

14 Pursuant to Administrative Order 14-2, the undersigned hereby certifies that a true and
15 correct copy of the **Notice of Final Judgment** was served through the Wiznet mandatory
16 electronic service on this 24th day of February, 2015 on the following counsel of record:

17
18 Brandon McDonald
19 McDonald Law Offices, PLLC
20 2505 Anthem Village Drive, Ste. E-474
Henderson, NV 89052
brandon@mcdonaldlawyers.com

21 Attorney for Plaintiff

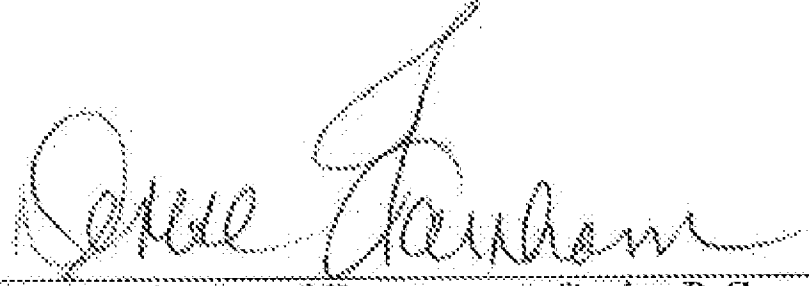
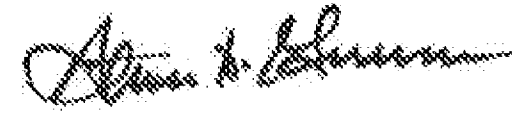
22
23 
24 An employee of Fennemore Craig, P.C.

EXHIBIT A



CLERK OF THE COURT

JUDGE

Samuel S. Lionel, NV Bar No. 1766

slionel@fclaw.com

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Las Vegas, Nevada 89101

Telephone: (702) 791-8251

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Attorneys for Sig Rogich aka

Sigmund Rogich as Trustee of

The Rogich Family Irrevocable Trust

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. XXVII

FINAL JUDGMENT

FINAL JUDGMENT

WHEREAS, an Order Granting Summary Judgment was duly entered on November 5,
2015 dismissing the Amended Complaint of Plaintiffs Carlos A. Huerta, individually, and as
Trustee of The Alexander Christopher Trust; and

<input type="checkbox"/> Voluntary Dismissal	<input type="checkbox"/> Summary Judgment
<input type="checkbox"/> Involuntary Dismissal	<input type="checkbox"/> Stipulated Judgment
<input type="checkbox"/> Stipulated Dismissal	<input type="checkbox"/> Default Judgment
<input type="checkbox"/> Motion to Dismiss by Def(s)	<input type="checkbox"/> Judgment of Arbitration

1 WHEREAS, an Order Granting Motion for Award of Attorneys' Fees was duly entered
2 on February 11, 2015 in favor of Defendant, The Rogich Family Irrevocable Trust, in the amount
3 of \$237,954.50 against said Plaintiffs; and

4 WHEREAS, on November 7, 2014, The Rogich Family Irrevocable Trust duly filed a
5 Memorandum of Costs and Disbursements in the amount of \$5,016.77; and

6 WHEREAS, the Plaintiffs did not file a Motion to Retax.

7
8 NOW THEREFORE IT IS ORDERED, ADJUDGED AND DECREED THAT the
9 Defendant, The Rogich Family Irrevocable Trust, be and is hereby awarded Final Judgment
10 against Plaintiffs Carlos A. Huerta, individually, and as Trustee of The Alexander Christopher
11 Trust, dismissing the Amended Complaint, with prejudice, together with the award of
12 \$237,954.50, for attorneys' fees, plus costs taxed in the amount of \$5,016.77.

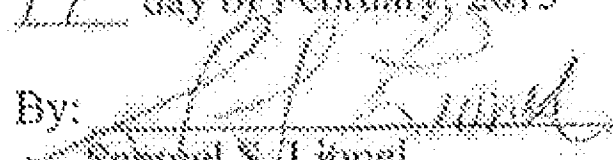
13 Dated this 20 day of February, 2015.

14
15 
16 DISTRICT COURT JUDGE
17

18 SUBMITTED by:
19 FENNEMORE CRAIG, P.C.

20 17th day of February, 2015

21 By:


22 Samuel S. Lionel

23 300 S. Fourth Street, #1400

24 Las Vegas, NV 89101

25 Attorneys for Defendant
26
27
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