

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

**INDICATE FULL CAPTION:**

No. \_\_\_\_\_ Electronically Filed  
May 06 2015 03:02 p.m.  
DOCKETING STATEMENT  
CIVIL APPEALS  
Tara K. Milne  
Clerk of Supreme Court

**GENERAL INFORMATION**

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

**WARNING**

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

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

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

1. Judicial District \_\_\_\_\_ Department \_\_\_\_\_  
County \_\_\_\_\_ Judge \_\_\_\_\_  
District Ct. Case No. \_\_\_\_\_

**2. Attorney filing this docketing statement:**

Attorney \_\_\_\_\_ Telephone \_\_\_\_\_  
Firm \_\_\_\_\_  
Address \_\_\_\_\_

Client(s) \_\_\_\_\_

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

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

Attorney \_\_\_\_\_ Telephone \_\_\_\_\_  
Firm \_\_\_\_\_  
Address \_\_\_\_\_

Client(s) \_\_\_\_\_

Attorney \_\_\_\_\_ Telephone \_\_\_\_\_  
Firm \_\_\_\_\_  
Address \_\_\_\_\_

Client(s) \_\_\_\_\_

(List additional counsel on separate sheet if necessary)

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

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

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

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

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

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

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

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

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

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

☐ N/A

☐ Yes

☐ No

If not, explain:

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

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

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

☐ A substantial issue of first impression

☐ An issue of public policy

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

☐ A ballot question

If so, explain:

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

Was it a bench or jury trial? \_\_\_\_\_

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

## TIMELINESS OF NOTICE OF APPEAL

**15. Date of entry of written judgment or order appealed from \_\_\_\_\_**

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

**16. Date written notice of entry of judgment or order was served \_\_\_\_\_**

Was service by:

☐ Delivery

☐ Mail/electronic/fax

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

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

☐ NRCP 50(b)      Date of filing \_\_\_\_\_

☐ NRCP 52(b)      Date of filing \_\_\_\_\_

☐ NRCP 59      Date of filing \_\_\_\_\_

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

(b) Date of entry of written order resolving tolling motion \_\_\_\_\_

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

Was service by:

☐ Delivery

☐ Mail

**18. Date notice of appeal filed** \_\_\_\_\_

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

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

\_\_\_\_\_

**SUBSTANTIVE APPEALABILITY**

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

(a)

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

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

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

(a) Parties:

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

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

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

☐ Yes

☐ No

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

(a) Specify the claims remaining pending below:



(b) Specify the parties remaining below:

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

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

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

## VERIFICATION

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

\_\_\_\_\_  
Name of appellant

\_\_\_\_\_  
Name of counsel of record

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of counsel of record

\_\_\_\_\_  
State and county where signed

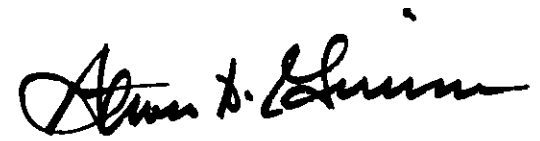
## CERTIFICATE OF SERVICE

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Signature



CLERK OF THE COURT

**ACOM**

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

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

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

Plaintiffs,

v.

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

Defendants.

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

**FIRST AMENDED COMPLAINT**

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

**PARTIES**

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

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

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

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

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

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

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

21 **JURISDICTION**

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

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

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

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

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

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

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

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

### **B. Factual Allegations Regarding Nanyah and Eldorado Hills**

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

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

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

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

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

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

11                           **FIRST CLAIM FOR RELIEF**

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

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

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

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

21           23.     That Defendant Rogich materially breached the terms of the Agreement when he agreed  
22 to remit payment from any profits paid from Eldorado, yet transferred his interest in Eldorado for no  
23 consideration to TEDL, LLC. This had the net effect of allowing Rogich to keep Huerta's  
24 \$2,747,729.50 in capital, and not repay that same amount which had converted to a non-interest bearing  
25 debt.  
26  
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1           24.     Huerta and Go Global reasonably relied on the representations of the Defendant, Rogich  
2 in that they would honor the terms of the Agreement, all to their detriment.

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

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

9                           **SECOND CLAIM FOR RELIEF**

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

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

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

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

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

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

25           32.     That Defendant, Rogich has failed to maintain the obligations which he agreed upon as  
26 memorialized herein and in the Agreement as described herein and thereby failed to act in good faith  
27  
28

1 and has also failed to deal fairly in regards to upholding his defined duties under the Agreement.

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

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

7 **THIRD CLAIM FOR RELIEF**

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

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

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

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

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

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

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

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

2 **FOURTH CLAIM FOR RELIEF**

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

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

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

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

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

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

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

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

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

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

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

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

5 2. For prejudgment interest;

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

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

9 Dated this 21<sup>st</sup> day of October, 2013.

10 McDONALD LAW OFFICES, PLLC

11  
12 By: /s/ Brandon B. McDonald, Esq.  
13 Brandon B. McDonald, Esq.  
14 Nevada Bar No.: 11206  
2505 Anthem Village Drive, Ste. E-474  
15 Henderson, NV 89052  
Attorneys for Plaintiffs  
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**CERTIFICATE OF SERVICE**

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

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

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

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**EXHIBIT 1**

## PURCHASE AGREEMENT

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

### RECITALS:

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

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

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

CH S.R

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

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

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

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

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

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

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

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

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

5. Further Assurances and Covenants.

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

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

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

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

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

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

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

7. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

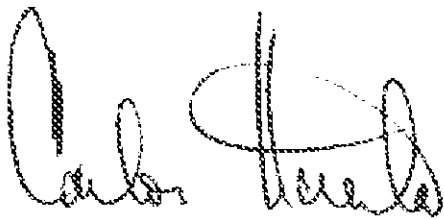
(6) The arbitrator is authorized to award to any party whose claims are sustained, such sums or other relief as the arbitrator shall deem proper and such award may include reasonable attorney's fees, professional fees and other costs expended to the prevailing party(ies) as determined by the arbitrator.

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

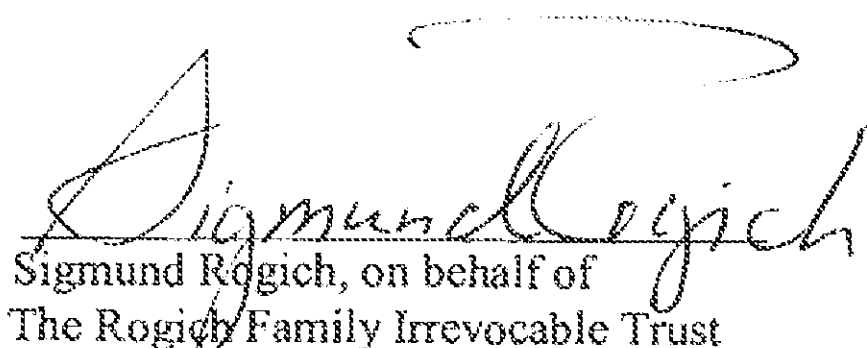
IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first above written.

"SELLER"

"BUYER"



Carlos Huerta, on behalf of Go Global, Inc.



Sigmund Rogich, on behalf of  
The Rogich Family Irrevocable Trust

EXHIBIT "A"

Potential Claimants

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

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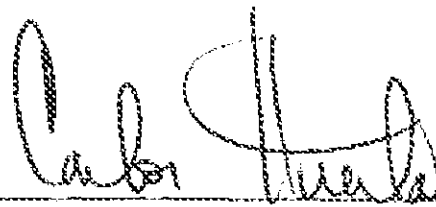
EXHIBIT "B"

Assignment

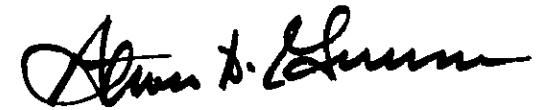
ASSIGNMENT

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

DATED as of the 30 day of October, 2008.



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



CLERK OF THE COURT

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

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

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs

v.

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

Defendants

ELDORADO HILLS, LLC, a Nevada limited  
liability company

Defendant/Counterclaimants

v.

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

Plaintiffs/Counterdefendants

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

**ANSWER TO FIRST AMENDED  
COMPLAINT AND COUNTERCLAIM**

**JURY DEMAND**



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ANSWER TO FIRST AMENDED COMPLAINT

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

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

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

4           18.     Deny the allegations in Paragraph 18.

5           19.     Deny the allegations in Paragraph 19.

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

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

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

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

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

16          25.     Deny the allegations in Paragraph 25.

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

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

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

24          29.     Deny the allegations in Paragraph 29.

25          30.     Admit the allegations in Paragraph 30.

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

28          32.     Deny the allegations in Paragraph 32.

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

50. Deny the allegations in Paragraph 50.

51. Deny the allegations in Paragraph 51.

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

## AFFIRMATIVE DEFENSES

### First Affirmative Defense

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

### Second Affirmative Defense

(Failure to Exhaust)

Plaintiffs have failed to exhaust their contract remedies.

### Third Affirmative Defense

(Misjoinder)

There is a misjoinder of claims.

#### Fourth Affirmative Defense

(Release)

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

### Fifth Affirmative Defense

(Release)

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

### Sixth Affirmative Defense

(Limitations)

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

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Seventh Affirmative Defense

(Waiver)

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

Eighth Affirmative Defense

(Estoppel)

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

Ninth Affirmative Defense

(No Injury)

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

Tenth Affirmative Defense

(Lack of Control)

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

Eleventh Affirmative Defense

(Good Faith)

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

Twelfth Affirmative Defense

(Speculative)

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

Thirteenth Affirmative Defense

(Risks)

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

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Fourteenth Affirmative Defense

(Acquiescence)

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

Fifteenth Affirmative Defense

(No Violation)

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

Sixteenth Affirmative Defense

(No Violation)

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

Seventeenth Affirmative Defense

(Good Faith)

Defendants at all relevant times acted in good faith.

Eighteenth Affirmative Defense

(Fair Dealing)

Defendants at all relevant times dealt fairly.

Nineteenth Affirmative Defense

(No Breach)

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

Twentieth Affirmative Defense

(No Breach)

Defendants did not breach any provision of the Purchase Agreement.

Twenty First Affirmative Defense

(Good Faith Presumptions)

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

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Twenty Second Affirmative Defense

(No Malice)

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

Twenty Third Affirmative Defense

(Good Faith Transfers)

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

Twenty Fourth Affirmative Defense

(Good Faith Transfers)

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

Twenty Fifth Affirmative Defense

(Statute of Frauds)

Plaintiffs claims are barred by the Statute of Frauds.

Twenty-Sixth Affirmative Defense

(Good Faith Transfers)

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

Twenty-Seventh Affirmative Defense

(Basis for Transfer)

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

Twenty-Eighth Affirmative Defense

(Charter Revocation)

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

1 Twenty-Ninth Affirmative Defense

2 (Plaintiffs' Conduct)

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

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

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

15 Thirtieth Affirmative Defense

16 (Reserve All Rights)


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

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

By:

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

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

COUNTERCLAIM

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

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

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

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

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

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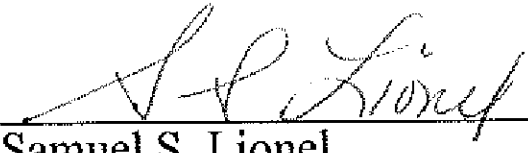
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JURY DEMAND

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

LIONEL SAWYER & COLLINS

By:

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

*Attorneys for Defendant/Counterclaimant  
Eldorado Hills, LLC*

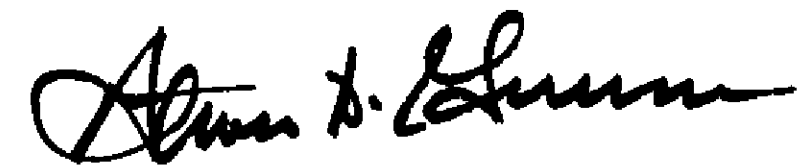
CERTIFICATE OF SERVICE

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

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



An Employee of Lionel Sawyer & Collins



CLERK OF THE COURT

1 NOTC  
2 Samuel S. Lionel, NV Bar No. 1766  
3 *slionel@lionelsawyer.com*  
4 LIONEL SAWYER & COLLINS  
5 300 South Fourth Street, 17<sup>th</sup> Floor  
6 Las Vegas, Nevada 89101  
7 Telephone: (702) 383-8884  
8 Fax: (702) 383-8845  
9 *Attorneys for Defendant*

6  
7 DISTRICT COURT  
8 CLARK COUNTY, NEVADA

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

16 Plaintiffs,

17 v.

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

23 Defendants.

24  
25 AND RELATED CLAIMS

Case No. A-13-686303-C

Dept. XXVII

NOTICE OF ENTRY OF ORDER

26  
27  
28 NOTICE OF ENTRY OF ORDER GRANTING PARTIAL SUMMARY JUDGMENT

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//

//

1 Notice is hereby given that on November 5, 2014 an Order Granting Partial Summary  
2 Judgment was duly entered , a copy of which is attached here as Exhibit A.

3 Dated: November 6, 2014.

4  
5 LIONEL SAWYER & COLLINS


6 By: /s/ Samuel S. Lionel  
7 Samuel S. Lionel, NV Bar #1766  
8 300 South Fourth Street, 17<sup>th</sup> Floor  
9 Las Vegas, NV 89101  
10 *Attorneys for Defendant*

11  
12 **CERTIFICATE OF SERVICE**

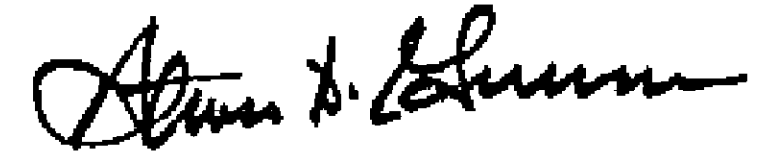
13 Pursuant to Administrative Order 14-2, the undersigned hereby certifies that a true and  
14 correct copy of the **Notice of Entry of Order Granting Partial Summary Judgment** was  
15 electronically served on this 6<sup>th</sup> day of November, 2014 on the following:

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

21 Attorney for Plaintiff

22  
23   
24 An Employee of Lionel Sawyer & Collins

# EXHIBIT A



CLERK OF THE COURT

1 **ORD**

2 Samuel S. Lionel, NV Bar No. 1766

3 *slionel@lionelsawyer.com*

4 LIONEL SAWYER & COLLINS

5 300 South Fourth Street, 17<sup>th</sup> Floor

6 Las Vegas, Nevada 89101

7 Telephone: (702) 383-8884

8 Fax: (702) 383-8845

9 *Attorneys for Defendant*

6 **DISTRICT COURT**

7 **CLARK COUNTY, NEVADA**

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

16 Plaintiffs,

17 v.

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

23 Defendants.

24 **AND RELATED CLAIMS**

Case No. A-13-686303-C

Dept. XXVII

**ORDER GRANTING PARTIAL  
SUMMARY JUDGMENT**

25 **ORDER GRANTING PARTIAL SUMMARY JUDGMENT**

I.

UNDISPUTED MATERIAL FACTS

1. In March 2010, Carlos Huerta, Christine H. Huerta (collectively "Huerta") and Go Global, Inc. ("Go Global") filed voluntary Bankruptcy Petitions in the United States Bankruptcy Court for the District of Nevada ("the Huerta Bankruptcy").
2. On July 22, 2013, an Order Confirming Third Amended Joint Chapter 11 Plan of Reorganization of Go Global, Inc., Carlos and Christine Huerta was duly entered in the Huerta Bankruptcy.
3. On November 7, 2012, Huerta and Go Global wrote The Rogich Family Irrevocable Trust ("Rogich Trust") claiming that because the Rogich Trust had transferred its membership interest in Eldorado Hills, LLC, it was in breach of the Purchase Agreement between the parties and offered mediation, the Purchase Agreement prerequisite to litigation.
4. On April 4, 2011, Huerta and Go Global filed a Joint Disclosure Statement in the Huerta Bankruptcy. The statement did not identify or mention the Purchase Agreement or the Rogich Trust.
5. Huerta and Go Global filed Amended Disclosure Statements on January 17, 2013, March 8, 2013 and April 8, 2013. None of those statements identify or mention the Purchase Agreement, any relationship between Huerta, Go Global and the Rogich Trust, any receivable or other indebtedness of the Rogich Trust, any liquidation analysis identifying or identifying a possible claim against the Rogich Trust. The Huerta and Go Global Plan also does not identify or mention any such information.
6. Disclosure Statements inform creditors how they will be paid and are used by creditors to determine whether or not to accept a Plan of Reorganization. The creditors of Huerta and Go Global were never informed there was a receivable from the Rogich Trust to be collected.



1 7. On November 7, 2012, when Huerta and Go Global sent their letter to the Rogich Trust,  
2 Huerta and Go Global were aware that they had a claim against the Rogich Trust.

3 8. On June 18, 2013, Carlos Huerta filed a Declaration, under oath that stated in paragraph 4  
4 thereof:

5 "In connection with confirmation of the Plan, I reviewed the Plan (as amended),  
6 Disclosure Statement (as amended) and all related exhibits thereto. The statements in those  
7 documents are true and accurate..." *N/A THIS Declaration allowed Huerta & Go Global to confirm a Ch. 11 Plan 7/22/13*

8 10. On July 30, 2013, Huerta and Go Global assigned to the Alexander Christopher Trust "all  
9 money, assets or compensation remaining to be paid pursuant to the Purchase Agreement  
10 or from any act of recovery seeking to enforce the obligations of the parties thereto.  
11 Carlos Huerta and Christine Huerta are the grantors of said Trust and Carlos Huerta is  
12 the Trustee of said Trust.

13 11. On July 31, 2013, Carlos Huerta individually and as Trustee of said Trust filed this action  
14 against The Rogich Trust to recover the sum of \$2,747,729.50 allegedly due under the  
15 Purchase Agreement.

16 LEGAL DETERMINATION

- 17 1. On November 7, 2012, Huerta and Go Global were aware that they had a claim against  
18 the Rogich Trust.  
19 2. The said claim was not disclosed in Huerta's and Go Global's First Amended, Second  
20 Amended or Third Amended Disclosure Statements.  
21 3. The said claim was not disclosed in Huerta's and Go Global's Plan or their first, second or  
22 third Amendments to the Plan.

23 WHEREFORE IT IS ORDERED that The Rogich Family Irrevocable Trust's Motion for  
24 Partial Summary Judgment be, and is hereby granted and the First, Second and Third claims for  
25 relief of Carlos A. Huerta, individually and as Trustee of the Alexander Christopher Trust are  
26 dismissed.

27

1 AND WHEREAS on October 1, 2014, an Order Granting Partial Summary Judgment  
2 dismissing Plaintiff Nanyah Vegas', LLC's Fourth claim for relief was duly entered.

3 AND WHEREAS all claims for relief alleged in the Amended Complaint have been  
4 dismissed.

5 IT IS HEREBY ORDERED ADJUDGED AND DECREED that the Amended Complaint  
6 herein, be, and it is, hereby dismissed.

7 DATED this 3 day of <sup>November</sup> October, 2014.

8 Nancy L. Arf  
DISTRICT COURT JUDGE

10  
11 SUBMITTED:  
12 LIONEL SAWYER & COLLINS

13 By: Samuel S. Lionel  
14 Samuel S. Lionel  
15 300 S. Fourth Street, #1700  
16 Las Vegas, NV 89101  
17 Attorneys for Defendant

18 APPROVED  
19 McDonald Law Offices, PLC

20 By: \_\_\_\_\_  
21 Brandon McDonald  
22 2505 Anthem Village Dr., Suite E-474  
23 Henderson, NV 89052  
24 Attorney for Plaintiffs  
25  
26  
27

1 AND WHEREAS on October 1, 2014, an Order Granting Partial Summary Judgment  
2 dismissing Plaintiff Nanyah Vegas', LLC's Fourth claim for relief was duly entered.

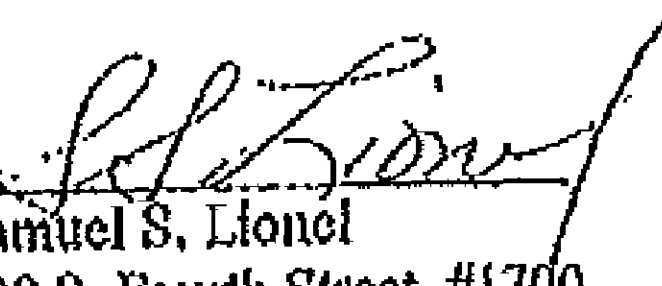
3 AND WHEREAS all claims for relief alleged in the Amended Complaint have been  
4 dismissed.

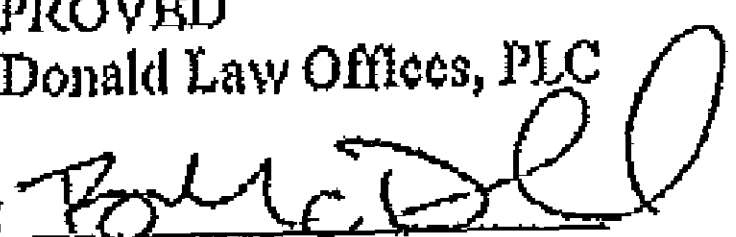
5 IT IS HEREBY ORDERED ADJUDGED AND DECREED that the Amended Complaint  
6 herein, be, and it is, hereby dismissed.

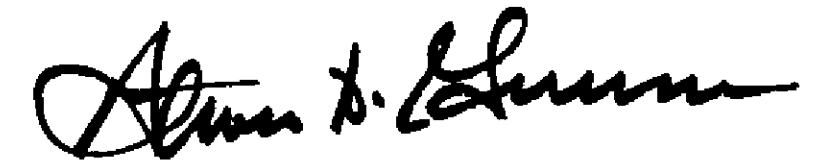
7 DATED this \_\_\_\_ day of October, 2014.

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27  
DISTRICT COURT JUDGE

SUBMITTED:  
LIONEL SAWYER & COLLINS

By:   
Samuel S. Lionel  
300 S. Fourth Street, #1700  
Las Vegas, NV 89101  
Attorneys for Defendant

APPROVED  
McDonald Law Offices, PLC  
By:   
Brandon McDonald  
2505 Anthem Village Dr., Suite E-474  
Henderson, NV 89052  
Attorney for Plaintiffs



CLERK OF THE COURT

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

7 DISTRICT COURT

8 CLARK COUNTY, NEVADA

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

14 Plaintiffs,

15 v.

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

19 Defendants.

Case No. A-13-686303-C

Dept. XXVII

NOTICE OF ENTRY OF ORDER

21 NOTICE OF ENTRY OF ORDER GRANTING MOTION FOR AWARD OF

22 ATTORNEYS' FEES

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1 Notice is hereby given that on February 10, 2015 an Order Granting Motion for Award of  
2 Attorneys' Fees was duly entered herein, a copy of which is attached as Exhibit A.

3 Dated: February 11, 2015.

4  
5 FENNEMORE CRAIG, P.C.

6 By: /s/ Samuel S. Lionel  
7 Samuel S. Lionel, NV Bar #1766  
8 300 South Fourth Street, 14<sup>TH</sup> 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**

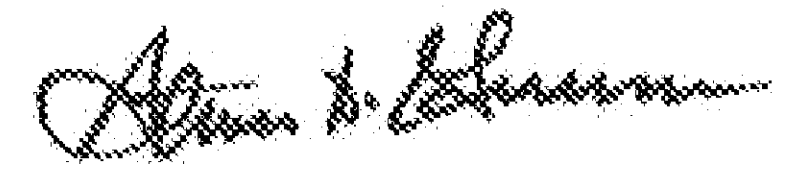
14 Pursuant to Administrative Order 14-2, the undersigned hereby certifies that a true and  
15 correct copy of the **Notice of Entry of Order Granting Motion for Award of Attorneys' Fees**  
16 was served through the Wiznet mandatory electronic service on this 11<sup>th</sup> day of February, 2015  
17 on the following counsel of record:

18  
19 Brandon McDonald  
20 McDonald Law Offices, PLLC  
21 2505 Anthem Village Drive, Ste. E-474  
22 Henderson, NV 89052  
23 brandon@mcdonaldlawyers.com

24 Attorney for Plaintiff

25  
26  
27  
28  
  
An employee of Fennemore Craig, P.C.

# EXHIBIT A



CLERK OF THE COURT

1 ORD

Samuel S. Lionel, NV Bar No. 1766

2 *slionel@felaw.com*

FENNERMORE CRAIG, P.C.

3 300 South Fourth Street, 14<sup>th</sup> Floor

Las Vegas, Nevada 89101

4 Telephone: (702) 791-8251

Fax: (702) 791-8252

5 *Attorneys for Sig Rogich aka*

*Sigmund Rogich as Trustee of*

6 *The Rogich Family Irrevocable Trust*

7 DISTRICT COURT

8 CLARK COUNTY, NEVADA

9  
10 CARLOS A. HUERTA, an individual;  
11 CARLOS A. HUERTA as Trustee of THE  
ALEXANDER CHRISTOPHER TRUST, a  
12 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  
Trustee of The Rogich Family Irrevocable  
17 Trust; ELDORADO HILLS, LLC, a Nevada  
limited liability company; DOES I-X; and/or  
18 ROE CORPORATIONS I-X, inclusive

19 Defendants.  
20

Case No. A-13-686303-C

Dept. XXVII

ORDER GRANTING MOTION FOR  
AWARD OF ATTORNEYS FEES

21 ORDER GRANTING MOTION FOR AWARD OF ATTORNEYS FEES

22  
23 The Motion of Defendant, The Rogich Family Irrevocable Trust ("Rogich Trust"), having  
24 been regularly heard on January 15, 2015, Samuel S. Lionel appearing for the Rogich Trust and  
25 Cher Shaine appearing for Plaintiffs' Carlos A. Huerta, individually, and as Trustee of The  
26 Alexander Christopher Trust, and the Court having heard argument of the Motion and good cause  
27  
28

1 appearing, makes the following findings:

2 1. The Court has disposed of all of Plaintiffs' causes of action in a five page written  
3  
4 Order that incorporated Findings of Fact and Conclusions of Law.

5 2. This Action was actively litigated and involved sophisticated issues of law. It  
6  
7 required a high level of skill to defend, the issues raised by the parties were complex. The  
8 attorney who primarily represented the Defendant Rogich Trust, by reason of his experience,  
9 professional standing, skill and advocacy, successfully represented his clients and as a result all of  
10 Plaintiffs substantial claims were dismissed.  
11

12 3. The hourly rates charged were appropriate given the experience and skill necessary  
13  
14 to defend the action and the time spent in the defense was reasonable.  
15

16 4. Paragraph 7(d) of the Purchase Agreement is clear and unambiguous and  
17 Defendant was the prevailing party and entitled to its attorneys' fees as provided therein.  
18

19 5. Defendant is awarded its fees for the defense of Plaintiffs' claims in the amount of  
20 \$237,954.50. The Plaintiffs, Carlos A. Huerta and The Alexander Christopher Trust are liable  
21 jointly and severally to The Rogich Family Irrevocable Trust for said award.  
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Dated this 6 day of February, 2015.

King L. AUC  
DISTRICT COURT JUDGE  
at

SUBMITTED by:  
FENNEMORE CRAIG, P.C.

APPROVED as to form this  
\_\_\_\_ day of January, 2015  
McDONALD LAW OFFICES, PLLC

By: Samuel S. Lionel  
Samuel S. Lionel  
300 S. Fourth Street, #1400  
Las Vegas, NV 89101  
Attorneys for Defendant

By: \_\_\_\_\_  
2505 Anthem Village Dr., Suite E-474  
Henderson, NV 89052  
Attorney for Plaintiffs



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, 14<sup>th</sup> 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

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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, 14<sup>TH</sup> 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 24<sup>th</sup> 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  
21 Henderson, NV 89052  
22 brandon@mcdonaldlawyers.com

23 Attorney for Plaintiff

24  
25  
26  
27  
28  
  
An employee of Fennemore Craig, P.C.

# EXHIBIT A



CLERK OF THE COURT

JUDGE

Samuel S. Lionel, NV Bar No. 1766

*slionel@fclaw.com*

FENNERMORE CRAIG, P.C.

300 South Fourth Street, 14<sup>th</sup> 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 checked="" 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 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.

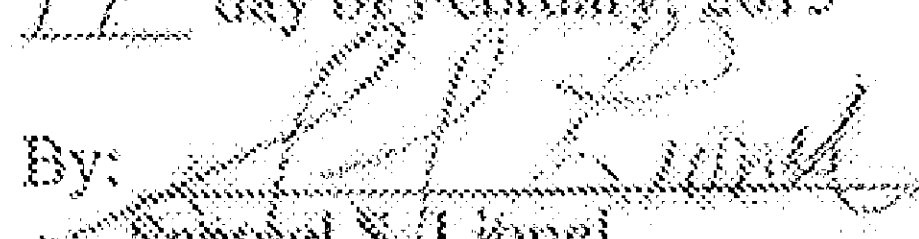
7  
8 NOW THEREFORE IT IS ORDERED, ADJUDGED AND DECREED THAT the  
9 Defendant, The Rogich Family Irrevocable Trust, be and is hereby awarded Final Judgment  
10 against Plaintiffs Carlos A. Huerta, individually, and as Trustee of The Alexander Christopher  
11 Trust, dismissing the Amended Complaint, 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 17<sup>th</sup> 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