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**IN THE SUPREME COURT OF THE  
STATE OF 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;

Appellants,

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.: 67595

District Court Case No.: A-15-68639-C

Dept. No.: XXVII

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Nov 23 2015 09:56 a.m.  
Tracie K. Lindeman  
Clerk of Supreme Court

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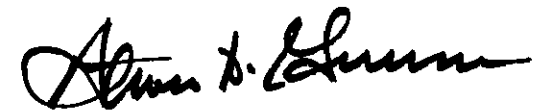
**APPELLANTS' OPENING BRIEF – APPENDIX VOLUME II**

---

Brandon B. McDonald, Esq.  
Nevada Bar No.: 11206  
McDONALD LAW OFFICES, PLLC  
2505 Anthem Village Drive, Ste. E-474  
Henderson, NV 89052  
Telephone: (702) 385-7411  
Facsimile: (702) 992-0569  
Attorneys for Appellant

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3	0043	11/08/13	Answer to First Amended Complaint and Counterclaim with Jury Demand
4	0055	2/20/14	Answer to Counterclaim
5	0059	9/16/14	Amended Answer to First Amended Complaint and Counterclaim with Jury Demand
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18	00237	3/13/15	Notice of Appeal



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 **DISTRICT COURT**  
7  
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  
26  
27

Case No. A-13-686303-C

Dept. XXVII

**NOTICE OF ENTRY OF ORDER**

28 **NOTICE OF ENTRY OF ORDER GRANTING PARTIAL SUMMARY JUDGMENT**

//

//

//

//

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**

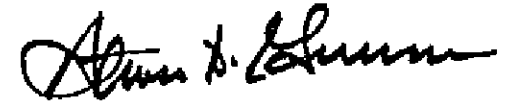
13 Pursuant to Administrative Order 14-2, the undersigned hereby certifies that a true and  
14 correct copy of the **Notice of Entry of Order Granting Partial Summary Judgment** was  
15 electronically served on this 6<sup>th</sup> day of November, 2014 on the following:

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. Alf  
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.

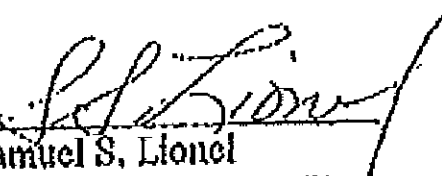
3 AND WHEREAS all claims for relief alleged in the Amended Complaint have been  
4 dismissed.

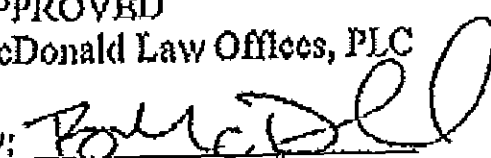
5 IT IS HEREBY ORDERED ADJUDGED AND DECREED that the Amended Complaint  
6 herein, be, and it is, hereby dismissed.

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

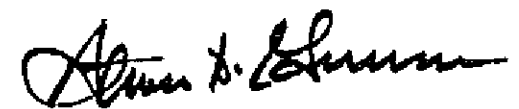
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DISTRICT COURT JUDGE

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

LIONEL SAWYER  
& COLLINS  
ATTORNEYS AT LAW  
1100 BANK OF AMERICA PLAZA  
300 SOUTH FOURTH ST.  
LAS VEGAS,  
NEVADA 89101  
(702) 333-5143



CLERK OF THE COURT  
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0011  
Samuel S. Lionel, NV Bar No. 1766  
slionel@lionelsawyer.com  
LIONEL SAWYER & COLLINS  
300 South Fourth Street, Suite 1700  
Las Vegas, Nevada 89101  
Tel: (702) -383-8884  
Fax: (702) 383-8845

*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 1-X, and or  
ROE CORPORATIONS 1-X, inclusive

Defendants

Case No. A-13-686303-C

Department: XXVII

**MOTION FOR AWARD OF  
ATTORNEYS' FEES**

Date:

12/24/14

Time:

9:00 a.m.


Defendant, The Rogich Family Irrevocable Trust, moves the Court for an Order awarding it attorneys' fees on the ground that judgment has been entered in its favor and it should be awarded prevailing attorneys' fees. This Motion is made and based on the Declaration of Samuel S. Lionel (Exhibit 1), and Exhibits 2, 3, and 4 attached hereto.

**NOTICE OF HEARING OF MOTION**

Please take notice that on the 24 day of December 2014, Defendant's Motion for Award of Attorneys' Fees shall be heard in Department XXVII at the hour of 9:00 o'clock am m

1 or as soon thereafter as the Court's calendar permits .

2 LIONEL SAWYER & COLLINS

3  
4 by   
5 Samuel S. Lionel, NV Bar 1766  
6 300 S. Fourth Street, Suite 1700  
7 Las Vegas, NV 89101

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

11 POINTS AND AUTHORITIES IN SUPPORT OF  
12 MOTION FOR AN AWARD OF ATTORNEYS' FEES

13 THE ROGICH TRUST SHOULD BE AWARDED ATTORNEYS' FEES

14 Plaintiffs' sued the Rogich Family Irrevocable Trust ("Rogich Trust") for an alleged  
15 breach of the Purchase Agreement, dated October 30, 2008, pursuant to which Carlos Huerta and  
16 Go Global Inc. sold their interest in Eldorado Hills, LLC to the Rogich Trust (Huerta claims).

17 On November 5, 2014, the Court awarded the Rogich Trust a Summary Judgment  
18 dismissing the Huerta claims. The Purchase Agreement provides in paragraph 7(d) the following  
19 with respect to prevailing attorneys' fees:

20 "In the event that any action or proceeding is instituted to interpret or  
21 enforce the terms and provisions of this agreement, however, the prevailing party  
22 shall be entitled to its costs and attorneys' fees..."

23 The Huerta claims alleged the transfer of the Eldorado Hills interest of the Rogich Trust  
24 was a breach of the Purchase Agreement and because of such breach the Rogich Trust owed the  
25 Alexander Christopher Trust ("Act"), the assignee of Go Global, \$2,747,729.50. The Purchase  
26 Agreement does not prohibit the transfer of Eldorado Hills interests. Thus, the Huerta claims  
27 were for both interpretation and enforcement of the Purchase Agreement and the Rogich Trust  
28

1 was the prevailing party with respect to those claims.

2 Huerta is the president of Go Global and its sole shareholder. There are no directors.  
3 Only he speaks for Go Global. Huerta deposition 4/3/14 at 8:10-22 (Ex. 2). Huerta is the trustee  
4 of the Act, and he and his wife are the grantors and lifetime beneficiaries (Ex. 3).

5 On July 30, 2013, the day before this action was filed, Go Global assigned to the Act "all  
6 rights, interest and causes of action as allowed under law to Assignee arising from the Purchase  
7 Agreement." The Assignment also provided that "at Assignee's discretion it may initiate  
8 recovery, prosecution for claims arising from the Purchase Agreement against the Rogich Family  
9 Trust, or other parties as necessary, as if in the stead of Go Global, Inc.," The Assignment  
10 further provided that all recoveries would belong to the Act (Ex. 4).

11  
12 Carlos Huerta ("Huerta"), Go Global, Inc. ("Go Global") and the Act are all liable for  
13 prevailing attorneys' fees as provided in Paragraph 7(d) of the Purchase Agreement.  
14

15  
16 **HUERTA IS LIABLE FOR ATTORNEYS' FEES**

17 Paragraph 7(d) of the Purchase Agreement clearly provides that if an action is brought to  
18 interpret or enforce the Purchase Agreement the prevailing party shall be entitled to the costs and  
19 attorneys' fees. This action was brought by Huerta, individually as well as as Trustee of the Act.  
20 The Rogich Trust prevailed. Therefore, Huerta is contractually liable for the Rogich Trusts  
21 attorneys' fees.  
22

23 **GO GLOBAL IS LIABLE FOR ATTORNEYS' FEES**

24 Go Global and Huerta sold their Eldorado Hills interest to the Rogich Trust pursuant to  
25 the terms of the Purchase Agreement. Because an action was instituted to interpret and enforce  
26 the Purchase Agreement, Go Global, like Huerta, is contractually liable for the Rogich Trust's  
27 attorneys' fees.  
28

1 Go Global's assignment to the Act on the eve preceeding the filing of this action did not  
2 release it from its prevailing party obligation under the Purchase Agreement. Notwithstanding  
3 the broad terms of the assignment, Go Global's contractual obligations under the Purchase  
4 Agreement continued. Mt. Wheeler Power, Inc. v. Gallagher, 98 Nev. 479, 483, 653 P.2d 1212,  
5 214 (1982).  
6

7 Paragraph 2 of the Amended Complaint provides that Huerta, "as Trustee of The  
8 ALEXANDER CHRISTOPHER TRUST as assignee of interests of GO GLOBAL, INC.  
9 (hereinafter referred to as 'Go Global'), is now and was all times relevant hereto, a Nevada  
10 corporation doing business in Clark County, Nevada." If Go Global was intended to be a defined  
11 name for the Act, paragraph 2 is certainly confusing. Each of the three Plaintiffs' Claims for  
12 Relief are preceded by "As alleged by Huerta and Go Global against Rogich". The three claims  
13 specifically refer to Go Global with respect to its conduct, not that of the Act. See paragraphs  
14 21, 24, 26, 34, 36, 37, 38, 39 and 41. In paragraphs 25, 34 and 41, Go Global, not the Act,  
15 requests attorneys' fees. In none of these paragraphs could Go Global be a defined name for the  
16 Act.  
17

18 To do justice, the Court should recognize that Huerta is the alter ego of Go Global and  
19 Go Global is the alter ego of Huerta. See LFC Marketing Group, Inc. v. Loomis, 116 Nev. 896,  
20 904, 8 P.3d 841, 846, 847 (2000) holding that a reverse alter ego determination was appropriate  
21 to prevent injustice.  
22

23 Despite the late Assignment, Go Global was at least a de facto party to the action. It is  
24 liable for The Rogich Trust's prevailing party attorneys' fees.

25 **THE ALEXANDER CHRISTOPHER TRUST IS LIABLE**  
26 **FOR ATTORNEYS' FEES**

27 The Go Global assignment to the Act is exceedingly broad, expressly granting  
28

1 "discretion" with respect to prosecution of claims arising from the Purchase Agreement against  
2 the Rogich Trust . It exercised that discretion standing in the shoes of Go Global ("in the stead  
3 of Go Global"). Cf. The State of Montana, Department of Social and Rehabilitation Services v.  
4 Lopez, 112 Nev. 1213, 1214, 925 P. 2d 880 (1996). ("...an assignee stands in the shoes of the  
5 assignor..."); Aerofund Financial, Inc. v. Elliot, 2001 WL 312422 (9<sup>th</sup> Cir. 2001) ("An assignee  
6 stands in the shoes of the assignor, acquiring all its rights and liabilities."); Gulvartian v.  
7 Fakhoury, 2010 WL 2473865 (Cal. App. 2 Dist. 2010) ("when appellant became the assignee he  
8 stepped into the shoes of One Stop and took on all the rights and responsibilities associated with  
9 that position - including the agreement to be bound by the attorney fee provision").

11 Citing Restatement (Second) of Contracts, the Court in Bluebonnet Warehouse Co-Op v.  
12 Bankers Trust Co., 89 F.3d 292, 297 (1996) stated:

13 "When a contract is assigned, there is a presumption that all rights  
14 under the contract are assigned and duties delegated.  
15 Restatement (Second) of Contracts §328 (1)."

16 NRS 104.2210 (4) provides:

17 An assignment of "the contract" or of "all my rights under the  
18 contract" or an assignment in similar general terms is an  
19 assignment of rights and unless the language or the circumstances  
20 (as in an assignment for security) indicate the contrary, it is a  
21 delegation of performance of the duties of the assignor and its  
22 acceptance by the assignee constitutes a promise by him to perform  
23 those duties. This promise is enforceable by either the assignor or  
24 the other party to the original contract.

25 Thus, the Act is also liable for the Rogich Trust's attorneys' fees.

### 26 PREVAILING FEE AWARD


27 Attached to the Lionel Declaration as Exhibit A is the statement of Lionel Sawyer &  
28 Collins for the services rendered to the Rogich Trust in the litigation in the amount of  
\$306,700.75. Attached to the Declaration is an allocation of \$68,746.25 from that amount for  
services rendered to the Rogich Trust with respect to the Nanyah Vegas claim. After deduction

1 of the services with respect to the Nanyah Vegas claim, there is a balance of \$237, 954.50.

2  
3 CONCLUSION

4 The Rogich Trust should be awarded its prevailing attorneys' fees in the amount of  
5 \$237,954.50 against Carlos Huerta, Go Global, Inc. and The Alexander Christopher Trust.  
6

7  
8 LIONEL SAWYER & COLLINS

9 by   
10 Samuel S. Lionel, NV Bar 1766  
11 300 S. Fourth Street, Suite 1700  
Las Vegas, NV 89101


12 *Attorneys for Sig Rogich aka*  
13 *Sigmund Rogich as Trustee of*  
*Rogich Family Irrevocable Trust*  
14  
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CERTIFICATE OF SERVICE

Pursuant to Administrative Order 14-2, the undersigned hereby certifies that a true and correct copy of Motion for Award of Attorneys Fees was electronically served on this 19th day of November, 2014, on the following:

Brandon McDonald  
McDonald Law Offices, PLLC  
2505 Anthem Village Drive, Ste. E-474  
Henderson, NV 89052  
Brandon@mcdonaldlawyers.com  
Attorney for Plaintiffs

  
An Employee of Lionel Sawyer & Collins

# EXHIBIT 1

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

Case No. A-13-686303-C

Department: XXVII

**DECLARATION OF SAMUEL S. LIONEL**

**DECLARATION OF SAMUEL S. LIONEL**

I, SAMUEL S. LIONEL, declare as follows:

1. I am an attorney licensed to practice law in the State of Nevada and I am the President of Lionel Sawyer & Collins. I represent Sigmund "Sig" Rogich, the Trustee of the Rogich Family Irrevocable Trust (Rogich Trust) and Eldorado Hills, LLC in the above captioned action and I make this Declaration in support of the Rogich Trust's Motion for an Award of Attorney's Fees.

2. This Action consists of claims of Carlos Huerta, individually and as Trustee of the Christopher Alexander Trust ("Huerta claims") against the Rogich Trust for the alleged breach of a Purchase Agreement and the alleged unjust enrichment claim of Nanyah Vegas, LLC against Eldorado Hills, LLC.

3. The Purchase Agreement (Paragraph 7(d)) provides that "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

1 addition to any other relief it may obtain or to which it may be entitled."

2 4. The Rogich Trust is the prevailing party with respect to all of Plaintiffs' claims.

3 5. Attached as Exhibit A is a statement of Lionel Sawyer & Collins showing charges  
4 for services rendered to the Rogich Trust herein which services were actually and necessarily  
5 incurred during this litigation in the amount of \$306,700.75.  
6

7 6. As the services provided to the Rogich Trust with respect to the Nanyah Vegas  
8 claim against Eldorado Hills was not for the interpretation or enforcement of the Purchase  
9 Agreement, the provision for prevailing party fees does not appear applicable to services  
10 rendered with respect to that claim. The provision is clearly applicable to the Huerta claims  
11 which alleged breach of the Purchase Agreement by the Rogich Trust by reason of its transfer of  
12 its interest in Eldorado Hills, LLC and enforcement of its payment terms.  
13

14 7. Attached as Exhibit B are dates on which services were performed by Lionel  
15 Sawyer & Collins, entirely or partially, with respect to the Nanyah Vegas claim, the time  
16 allocated to that claim and charges allocated to those services in the amount of \$68,746.25. I  
17 have personally reviewed the charges in Exhibit A and made the allocations in Exhibit B with  
18 respect to the Nanyah Vegas claim services and I believe such allocations fairly represent  
19 appropriate fees for such services. After deduction of the charges related to services with  
20 respect to the Nanyah Vegas claim, the balance of the charges in Exhibit A is \$237,954.50 which  
21 represents charges actually and necessarily rendered to the Rogich Trust in connection with the  
22 defense of the Huerta claims, other than the Nanyah Vegas charges..  
23

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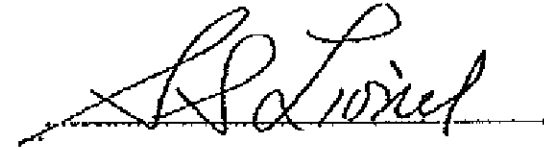
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1 I, Samuel S. Lionel, declare under penalty of perjury that the foregoing is true and  
2 correct.

3 Executed on November 18 2014.  
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Samuel S. Lionel

# EXHIBIT A

# LIONEL SAWYER & COLLINS

Attorneys at  
300 South Fourth Street, Suite 1700  
Las Vegas, Nevada 89101  
(702) 383-8888

Sig Rogich/Rogich Communications  
Attn: Melissa Olivas  
11920 Southern Highlands Pkwy Ste 301  
Las Vegas, NV 89141-3275

Invoice 432248 -  
November 17, 2014

ID: 7384-0022 - SSL

Re: Carlos A. Huerta et al vs. Sig Rogich et al.

For Services Rendered Through November 14, 2014

Fees	306,700.75	
Disbursements	5,027.27	
Interest	5,971.18	
Total Payments	-40,393.97	
Adjustments	-0.00	
<b>Total Current Due</b>		<b>277,305.23</b>

## Fee Recap

		Hours	Rate/Hour	Amount
Samuel S. Lionel	ATTORNEY	424.90	650.00	276,185.00
David N. Frederick	ATTORNEY	0.60	600.00	360.00
Rodney M. Jean	ATTORNEY	0.40	575.00	230.00
Margaret A. Occhipinti	PARALEGAL	1.00	175.00	175.00
Robert Hernquist	ATTORNEY	3.60	275.00	990.00
Christopher Mathews	ATTORNEY	0.75	425.00	318.75
Steven C. Anderson	ATTORNEY	36.50	215.00	7,847.50
Steven C. Anderson	ATTORNEY	57.00	235.00	13,395.00
Phillip C. Thompson	ATTORNEY	28.50	215.00	6,127.50
Kurt R. Mattson	RESEARCH LIBRARIAN	6.70	160.00	1,072.00
<b>Totals</b>		<b>559.95</b>		<b>306,700.75</b>

## Disbursements

Description	Amount
Filing Fee	716.00
Westlaw	578.50
Duplicating	555.10
Postage	1.82

**Lionel Sawyer & Collins**

Sig Rogich/Rogich Communications	November 17, 2014
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Re: Carlos A. Huerta et al vs. Sig Rogich et al.	Page 2

Description	Amount
Court Reporter - Transcript	684.95
Certified Copies	2,490.90
<b>Total Disbursements</b>	<b>5,027.27</b>

Rees					
Date	Atty	Description	Hours	Rate	Amount
No Task Code Defined					
08/02/13	SSL	Study complaint.	1.00	650.00	650.00
08/05/13	SSL	Review complaint and purchase agreement; telephone conference with Ms. Olivas; review chronology and documents.	2.00	650.00	1,300.00
08/06/13	SCA	Reviewed complaint and attached buy-sell agreement. Made notes for discussion with Samuel S. Lionel.	0.50	215.00	107.50
08/06/13	SSL	Review documents.	1.50	650.00	975.00
08/07/13	SCA	Continued review of Huerta case. Conference with Samuel S. Lionel regarding same. Obtained additional documents for review.	0.75	215.00	161.25
08/07/13	SSL	Conference with Steve Anderson; read complaint and review additional documents.	2.00	650.00	1,300.00
08/08/13	SSL	Review Huerta complaint.	1.00	650.00	650.00
08/09/13	SSL	Review Eldorado Hills tax returns from 2006; conference with Melissa Olivas regarding returns.	1.25	650.00	812.50
08/15/13	KXM	Research for Samuel S. Lionel	3.00	160.00	480.00
08/16/13	KXM	Research for Samuel S. Lionel	2.00	160.00	320.00
08/20/13	SSL	Received and reviewed documents from Melissa Olivas regarding Eldorado and Gun Club expenditures; telephone conference with Ms. Olivas regarding documents; review Rogich/TELD documents; review complaint and Huerta claims.	2.00	650.00	1,300.00
08/22/13	SSL	Review agreement regarding covenant of good faith and fair dealing.	1.50	650.00	975.00
08/26/13	SSL	Review tax returns; telephone conference with Ms. Olivas regarding tax returns.	1.00	650.00	650.00
08/26/13	SCA	Continued review of complaint and related documents. Briefly discussed with Samuel S. Lionel.	0.50	215.00	107.50
08/27/13	SSL	Conference with Steven Anderson regarding complaint and consideration of preparation of motion to dismiss causes of action 3, 4, 5 & 6,	1.50	650.00	975.00
08/27/13	SCA	Completed additional review and summary of complaint and purchase agreement.	1.00	215.00	215.00
08/27/13	SCA	Conference with Samuel S. Lionel regarding drafting answer and	1.25	215.00	268.75



**Lionel Sawyer & Collins**

Sig Rogich/Rogich Communications

November 17, 2014

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Date	Atty	Description	Hours	Rate	Amount
		motion to dismiss. Discussed general strategy as well.			
08/29/13	KXM	Research for SSL	1.00	160.00	160.00
08/30/13	SCA	Discussed motion to dismiss issue with Samuel S. Lionel. Reviewed secretary of state documents regarding TELD involvement.	0.25	215.00	53.75
09/04/13	SCA	Reviewed summons and emails from client service. Telephone conference with Samuel S. Lionel regarding Rogich service and extension.	0.25	215.00	53.75
09/05/13	SCA	Drafted preface for motion to dismiss and tweaked caption. Added notice of hearing and legal standard for motion to dismiss. Researched Nevada case law on unjust enrichment and "implied agreement."	1.25	215.00	268.75
09/06/13	SCA	Reviewed and analyzed Nevada case law on unjust enrichment and "implied agreement." Briefly discussed with Samuel S. Lionel. Retrieved and reviewed additional case law regarding unjust enrichment.	1.50	215.00	322.50
09/09/13	SCA	Reviewed additional Eldorado transactions such as 2008 and 2012 transfer agreements, for additional factual background.	1.25	215.00	268.75
09/09/13	SCA	Reviewed complaint again and correlated with Purchase Agreement exhibit.	0.75	215.00	161.25
09/09/13	SCA	Drafted introduction to motion to dismiss. Outlined argument section.	1.00	215.00	215.00
09/09/13	SCA	Various discussions with Samuel S. Lionel regarding working out coherency in Complaint.	0.50	215.00	107.50
09/09/13	SCA	Began drafting factual statement.	1.50	215.00	322.50
09/09/13	SCA	Drafted unjust enrichment legal standard. Completed case law analysis / application section.	1.00	215.00	215.00
09/09/13	SSL	Conference with Steven Anderson regarding preparation of motion to dismiss.	0.40	650.00	260.00
09/10/13	SCA	Revised factual allegations. Continued attempts to reconcile conflicts in complaint and Purchase Agreement. Drafted argument regarding Huerta's unjust enrichment claim.	1.75	215.00	376.25
09/10/13	SCA	Conference with Samuel S. Lionel regarding complaint and motion to dismiss strategies / arguments.	1.00	215.00	215.00
09/10/13	SCA	Revised Huerta unjust enrichment argument. Implemented additional allegations from Purchase Agreement. Began Nanyah and Ray argument section.	1.50	215.00	322.50
09/10/13	SCA	Continued work on Nanyah/Ray unjust enrichment argument. Revised to include direct investment v. potential investment options.	1.50	215.00	322.50
09/10/13	SCA	Telephone conference with Samuel S. Lionel regarding refined unjust enrichment argument.	0.25	215.00	53.75
09/10/13	SSL	Conference with Steve Anderson regarding preparation of motion to dismiss 3 causes of action.	1.00	650.00	650.00

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Date	Atty	Description	Hours	Rate	Amount
09/11/13	SCA	Researched NRS 11 regarding limitations. Located Nevada case law regarding same. Drafted legal standard and argument regarding statute of limitations.	2.00	215.00	430.00
09/11/13	SCA	Implemented Samuel S. Lionel argument regarding Rogich's inability to eliminate membership interest. Completed draft. Revised and submitted to Samuel S. Lionel.	1.75	215.00	376.25
09/11/13	SCA	Conference with Samuel S. Lionel regarding revisions. Implemented	0.25	215.00	53.75
09/11/13	SCA	Research case law and secondary sources regarding inability to transfer what is not yours.	0.75	215.00	161.25
09/11/13	SSL	Review draft of motion to dismiss Ray Nanyah claims against Eldorado; conference with Steve Anderson regarding claims.	1.25	650.00	812.50
09/12/13	SCA	Made final revisions to Eldorado motion to dismiss. Filed and served. Revised file-stamped copy and hearing date.	1.25	215.00	268.75
09/16/13	SCA	Conference with Samuel S. Lionel regarding motion to dismiss calendaring and issues implicating Rogich. Discussed Nanyah and Ray's potential benefit from Antonio case. Discussed Rogich motion to dismiss.	0.25	215.00	53.75
09/25/13	SSL	Review facts in preparation for future Huerta deposition (.50); review letter from McDonald requesting stipulation permitting filing of amended complaint(.25).	0.75	650.00	487.50
09/27/13	SCA	Emailed and left message with opposing counsel regarding amended complaint. Discussed same with Samuel S. Lionel.	0.25	215.00	53.75
10/02/13	SCA	Telephone conference with opposing counsel regarding amended complaint. Rogich service and continuing hearing date.	0.25	215.00	53.75
10/03/13	SCA	Discussed various issues with Samuel S. Lionel. Reviewed opposing counsel email and attachment. Reviewed calendaring issues regarding same.	0.50	215.00	107.50
10/03/13	SSL	Conference with Steve Anderson regarding his conference with McDonald and McDonald's letter and proposed stipulation with respect to motion to dismiss and filing an amended complaint.	0.50	650.00	325.00
10/07/13	SCA	Exchanged emails with opposing counsel regarding amended complaint. Reviewed proposed stip and signed. Exchanged additional emails regarding same.	0.25	215.00	53.75
10/10/13	SSL	Reviewed issues regarding Canamax; telephone conference with Melissa Olivas and Mr. Rogich; review file regarding proposed transaction.	0.50	650.00	325.00
10/21/13	SCA	Reviewed proposed amended complaint. Drafted email to Samuel S. Lionel regarding remaining deficiencies and use in Antonio Nevada case.	0.25	215.00	53.75
10/22/13	SCA	Briefly compared complaint to amended complaint. Conference with Samuel S. Lionel regarding responses and potential counter/crossclaim.	0.75	215.00	161.25
10/22/13	SSL	Study Huerta's 1st Amended Complaint; conference with Steve	1.50	650.00	975.00

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Date	Atty	Description	Hours	Rate	Amount
10/25/13	SCA	Anderson regarding complaint. Reviewed email regarding Rogich responsive pleading and amended complaint. Responded. Exchanged additional emails regarding discovery.	0.25	215.00	53.75
10/28/13	SCA	Exchange various emails with opposing counsel regarding Huerta hearing; amended complaint, and response deadlines.	0.25	215.00	53.75
10/29/13	SSL	Preparation of answer to First Amended Complaint.	4.50	650.00	2,925.00
10/30/13	SSL	Preparation of answer to Amended Complaint.	3.00	650.00	1,950.00
10/30/13	SCA	Telephone conferences with chambers regarding vacating motion; revised notice to vacate; continued review of file stamped complaint relating to answer/counterclaim.	0.75	215.00	161.25
10/31/13	SSL	Preparation of answer to First Amended Complaint; review authorities with respect to covenant of good faith and fair dealing; check Alexander Christopher Trust.	2.00	650.00	1,300.00
10/31/13	SCA	Telephone conference with Samuel S. Lionel regarding counter vs. cross claim; reviewed third party practice rules regarding Huerta..	0.50	215.00	107.50
11/01/13	SSL	Melissa Olivas emails regarding answer to 1st amended complaint; review and respond to her email (.5); legal research regarding revoked Nanyah charter (1.50);	2.00	650.00	1,300.00
11/04/13	SCA	Reviewed and commented on Answer to First Amended Complaint. Exchanged emails regarding same.	0.50	215.00	107.50
11/04/13	SSL	Review proposed answer and study Huerta evidence; preparation for subsequent Huerta deposition.	4.00	650.00	2,600.00
11/05/13	SCA	Discussed with Samuel S. Lionel adding counterclaim regarding indemnification. Reviewed proposed language. Proposed and discussed	0.50	215.00	107.50
11/05/13	SSL	Preparation of counterclaim.	1.00	650.00	650.00
12/02/13	SCA	Telephone conference with opposing counsel regarding early case conference. Confirmed with Samuel S. Lionel. Reviewed Rule 16 dates and calculated late reply to counterclaim.	0.75	215.00	161.25
12/04/13	SSL	Prepare for 16.1 case conference; prepare information regarding persons having knowledge; marshall documents.	3.00	650.00	1,950.00
12/05/13	SSL	Conference with Steve Anderson regarding issues with respect to equity claim (1.00); prepare for 16.1 case conference.(1.50)	2.50	650.00	1,625.00
12/06/13	SCA	Conference with Samuel S. Lionel regarding failure to reply to counterclaim and early case conference issues.	0.25	215.00	53.75
12/10/13	SCA	Sent email confirmation regarding early case conference. Drafted 16.1 disclosures and began organizing initial production.	1.00	215.00	215.00
12/11/13	SSL	Conference with Steve Anderson regarding 16.1 case conference and document issues.	0.50	650.00	325.00
12/11/13	SCA	Supplemented draft 16.1 disclosure. Conference with Samuel S. Lionel regarding case conference, scheduling and strategy.	1.00	215.00	215.00

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Date	Atty	Description	Hours	Rate	Amount
12/11/13	SCA	Traveled to and from and attended case conference. Confirmed filing deadline expiration regarding pleadings and disclosures.	1.75	215.00	376.25
12/19/13	SCA	Finalized Initial 16.1 disclosures and prepared for service.	0.75	215.00	161.25
12/30/13	SCA	Telephone conference with opposing counsel regarding his initial production and the draft JCCR.	0.25	215.00	53.75
12/31/13	SCA	Sent another follow-up email regarding JCCR and discovery production.	0.25	215.00	53.75
01/02/14	SCA	Reviewed docket for reply to counter. Exchanged emails regarding initial production and JCCR.	0.25	235.00	58.75
01/06/14	SSL	Received and reviewed plaintiff's NRC 16.1 disclosures of witnesses and documents.	0.50	650.00	325.00
01/06/14	SCA	Reviewed and commented on the JCCR. Confirmed dates. Emailed revisions to opposing counsel. Confirmed no filing of reply to counter. Confirmed with Denise.	0.75	235.00	176.25
01/07/14	SCA	Followed up with opposing counsel regarding JCCR. Discussed failed to file reply with Samuel S. Lionel.	0.25	235.00	58.75
01/24/14	SCA	Reviewed annexed arbitration rules and short trial rules for wiggle room on \$50K monetary limit. Discussed with Samuel S. Lionel. Exchanged emails/left message with opposing counsel regarding exemption.	0.75	235.00	176.25
01/24/14	SSL	Review arbitration issues and conference with Steven C. Anderson regarding issues.	0.50	650.00	325.00
01/28/14	SSL	Review plaintiff request for exemption from arbitration; conference with Steve Anderson regarding Lewis testimony; review Lewis deposition.	2.00	650.00	1,300.00
02/06/14	SSL	Review Purchase Agreement of Teld, Flangas and Rogich trusts.	1.00	650.00	650.00
02/07/14	SSL	Prepare Request for Production of Financial documents; review file; prepare for Nanyah Vegas deposition; prepare for Huerta deposition.	4.50	650.00	2,925.00
02/10/14	SCA	Reviewed JCCR. Discussed discovery deadlines and discovery already served. Confirmed status of arbitration.	0.25	235.00	58.75
02/10/14	SSL	Prepare for Huerta Deposition	3.00	650.00	1,950.00
02/11/14	SSL	Prepare for Huerta Deposition	4.00	650.00	2,600.00
02/12/14	SCA	Confirmed missing reply to counter. Reviewed Samuel S. Lionel discovery requests.	0.25	235.00	58.75
02/18/14	SCA	Telephone conference with Samuel S. Lionel regarding discovery issues. Confirmed again that no arbitration exemption nor reply to counter had been filed. Retrieved word document from second request for production.	0.25	235.00	58.75
02/18/14	SSL	Prepare for Nanyah Vegas - Huerta deposition	4.00	650.00	2,600.00
02/19/14	SCA	Telephone conference with Samuel S. Lionel regarding discovery and service of reply to counter.	0.25	235.00	58.75
02/19/14	SSL	Review Nevada Bad Faith Fair Dealing cases; prepare for Huerta	4.00	650.00	2,600.00

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Date	Atty	Description	Hours	Rate	Amount
		deposition			
02/20/14	SCA	Discussed discovery requests with Samuel S. Lionel. Finalized second request for production and prepared for service.	0.50	235.00	117.50
03/04/14	SSL	Review bad faith cases.	0.50	650.00	325.00
<del>03/05/14</del>	<del>SSL</del>	<del>Prepare for trial; review Lewis deposition; legal research regarding trial issues; review exhibits.</del>	<del>1.00</del>	<del>650.00</del>	<del>2,600.00</del>
03/07/14	SCA	Conference with Samuel S. Lionel regarding Huerta's depo in Eldorado case and how to use it in the present matter.	0.25	235.00	58.75
03/12/14	SCA	Reviewed Huerta's response to first and second request for productions. Compared with initial production. Conference with Samuel S. Lionel regarding same.	0.50	235.00	117.50
03/13/14	SCA	Emailed opposing counsel regarding deficiencies in production. Discussed same with Samuel S. Lionel.	0.25	235.00	58.75
03/13/14	SSL	Review Huerta responses to Request for Production; conference with Steven C. Anderson regarding defective responses.	0.50	650.00	325.00
03/19/14	SSL	Review NRS 86.401 regarding change in interest of member of LLC by judgment creditor; telephone conference with M. Olivas regarding hearing; review M. Olivas Huerta history.	1.00	650.00	650.00
03/20/14	SCA	Emailed opposing counsel to follow-up on deficient discovery issue.	0.25	235.00	58.75
03/24/14	SSL	Review operating agreement (.50); review M. Olivas memorandum regarding Carlos Chronicles (.50); conference with Steven C. Anderson regarding attorney fee issues including equities issue (.50); review transcript of hearing on Motion for Judgment on the Pleadings (.25); prepare for Nanyah Vegas PMK deposition (1.00).	2.75	650.00	1,787.50
03/24/14	SCA	Conference with Samuel S. Lionel regarding need for certain documents to be supplemented. Drafted 2.34 letter and emailed to opposing counsel. Forwarded emails and responses to Samuel S. Lionel.	0.50	235.00	117.50
03/25/14	SSL	File study; review Canamex materials; review email to Brandon McDonald regarding Nanyah Vegas deposition and order dismissing Antonio Nevada Amended Complaint.	1.75	650.00	1,137.50
03/25/14	SCA	Reviewed and responded to opposing counsel's email regarding discovery. Conference with Samuel S. Lionel regarding various arguments to raised and question on at depo. Raised bankruptcy res judicata points.	1.00	235.00	235.00
03/26/14	SSL	Legal research regarding assignment of negligent representation claim; conference with Steven C. Anderson with respect to legal research showing assignment improper and failure of Huerta to provide copy of Alexander Christopher Trust agreement (alleged assignment from Go Global); review First Supplement to Disclosure and Amended and Restated Operating Agreement and First Amended Complaint.	3.00	650.00	1,950.00
03/26/14	SCA	Conference with Samuel S. Lionel regarding upcoming depo and	0.50	235.00	117.50

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Date	Atty	Description	Hours	Rate	Amount
		our supplemental discovery. Reviewed documents to be produced. Sent additional email to opposing counsel confirming need for all of the trust agreement.			
03/27/14	SSL	Review Lionel/McDonald email regarding Order Dismissing Amended Complaint; prepare for Nanyah deposition.	1.00	650.00	650.00
03/27/14	SCA	Conference with Samuel S. Lionel regarding Global's assignment and implications. Retrieved motion to dismiss regarding ULLICO for reference in Supreme Court Brigade opinion.	0.50	235.00	117.50
03/28/14	SSL	Prepare for Nanyah Vegas deposition; legal research regarding bankruptcy law with respect to Huerta filing suit with assignment following confirmation of his and Go Global's bankruptcy plan.	3.00	650.00	1,950.00
03/28/14	SCA	Reviewed res judicata bankruptcy issue. Conference with Samuel S. Lionel regarding same. Continued review of bankruptcy filings and disclosures. Review bankruptcy plan and references to Rogich "account receivable." Telephone conference with Rodney M. Jean regarding account receivable treatment in bankruptcy proceedings.	3.25	235.00	763.75
03/31/14	SCA	Finalized bankruptcy filing summary. Conference with Samuel S. Lionel regarding same. Left message and emailed opposing counsel regarding discovery and deposition. Reviewed discovery responses and referenced implications with timeline.	1.25	235.00	293.75
03/31/14	SSL	Conference with Steven C. Anderson regarding applicability of bankruptcy law with respect to filing unscheduled litigation following confirmations; review decisions.	1.50	650.00	975.00
03/31/14	SSL	Prepare for Nanyah Vegas LLC PMK deposition.	1.75	650.00	1,137.50
04/01/14	SCA	Exchanged emails with Samuel S. Lionel and opposing counsel. Reviewed docket for deadlines and other potential scheduling. Reviewed bankruptcy code for potential disclosure protections.	0.75	235.00	176.25
04/02/14	SCA	Exchanged emails with opposing counsel regarding discovery and deposition issues. Reviewed documents we recently produced for litigation implications.	0.50	235.00	117.50
04/02/14	SSL	Prepare for Nanyah Vegas deposition.	5.00	650.00	3,250.00
04/03/14	SSL	Taking of Nanyah Vegas PMK deposition of Carlos Huerta.	2.25	650.00	1,462.50
04/03/14	SCA	Made preparation before depo and attended Nanyah 30(b)(6) depo. Debriefed with Samuel S. Lionel.	2.00	235.00	470.00
04/09/14	SSL	Preparation for Huerta deposition	2.00	650.00	1,300.00
04/10/14	SSL	Prepare for Huerta deposition; read Huerta/Nanyah Vegas PMK deposition	3.00	650.00	1,950.00
04/11/14	SSL	Review Amended Complaint; prepare Answer with new defenses of res judicata, collateral estoppel and equitable estoppel; review new bankruptcy issues and non-assignment of claims in Amended Complaint; review revocation of Go Global state charter.	4.00	650.00	2,600.00
04/14/14	SCA	Continued to follow-up with opposing counsel regarding depo and document production.	0.25	235.00	58.75

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Date	Atty	Description	Hours	Rate	Amount
<del>04/14/14</del>	<del>SSL</del>	<del>Review Plaintiff's Supplemental Opposition to Motion for</del>	<del>2.50</del>	<del>650.00</del>	<del>1,625.00</del>
		<del>Reconsideration for Attorney's fees; legal research; conference</del>			
		<del>with Steven C. Anderson regarding issues referred to in</del>			
		<del>opposition; preparation of responses</del>			
04/15/14	SSL	Preparation of response to Plaintiff's Opposition with respect to fees; conference with Steven C. Anderson regarding preparation for Huerta deposition.	3.00	650.00	1,950.00
04/16/14	SSL	Prepare for Huerta deposition	3.00	650.00	1,950.00
04/17/14	SSL	Conference with Steven C. Anderson regarding preparation of response to Motion for Summary Judgment.	0.50	650.00	325.00
04/17/14	SCA	Left message with opposing counsel regarding depo and document requests. Conferred with Samuel S. Lionel regarding same.	0.25	235.00	58.75
04/18/14	SSL	Prepare for deposition.	2.00	650.00	1,300.00
04/21/14	SCA	Conducted research regarding amending confirmed plan and discussed with Samuel S. Lionel.	0.75	235.00	176.25
04/21/14	SSL	Review general ledger regarding Go Global advance payments allegedly made referred to in Huerta's testimony; prepare interrogatories regarding same.	4.00	650.00	2,600.00
04/22/14	SCA	Conference with Samuel S. Lionel regarding discovery dispute with McDonald. Strategized regarding affirmative defenses to use in amendment.	0.50	235.00	117.50
04/22/14	SCA	Researched "transacting business" as litigation in Nevada.	0.50	235.00	117.50
04/22/14	SSL	Conference with Steven C. Anderson regarding preparation of Answer with additional defenses regarding bankruptcy issues; preparation of MFSJ regarding Nanyah Vegas claim.	4.00	650.00	2,600.00
04/23/14	SCA	Reviewed Plaintiff's productions, pleadings and email correspondence between parties for use in 2,34 letter. Drafted letter and revised. Conference with Samuel S. Lionel regarding same. Finalized and prepared for service.	2.25	235.00	528.75
04/23/14	SSL	Review general ledger prepared by M. Olivas; telephone conference with M. Olivas regarding general ledger items; conference with Steven C. Anderson regarding deficient production by Plaintiff; preparation of letter to McDonald regarding same; prepare for Huerta deposition.	4.00	650.00	2,600.00
04/24/14	SSL	Review Second Supplemental 16.1 Disclosure served; review Canamex/Eldorado Hills bank statements provided; study documents provided; prepare for Huerta deposition.	4.00	650.00	2,600.00
04/24/14	SCA	Reviewed calendar and initial answer to first amended complaint in preparation of filing motion to amend answer.	0.25	235.00	58.75
04/25/14	SCA	Conference with Samuel S. Lionel regarding affirmative defenses and timing for depo and motion. Also discussed bankruptcy implications. Completed draft amended answer and began outlining motion to amend.	1.50	235.00	352.50
04/25/14	SSL	Prepare additional defenses; conference with Steven C. Anderson	1.50	650.00	975.00



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Date	Atty	Description	Hours	Rate	Amount
04/28/14	SCA	regarding legal research on good faith and fair dealings. Finalized draft proposed amended complaint. Drafted and revised motion to amend.	2.25	235.00	528.75
04/28/14	SCA	Reviewed Bonaventure/Henderson article and discussed with Samuel S. Lionel. Located pleadings and law cited in order.	0.75	235.00	176.25
04/28/14	SSL	Olivas/Lionel emails; prepare for Huerta deposition.	4.00	650.00	2,600.00
04/29/14	SSL	Prepare for deposition and review and respond to M. Olivas emails.	4.00	650.00	2,600.00
04/29/14	SCA	Revised motion for leave to amend; finalized proposed amended answer (1.0); conference with Samuel S. Lionel regarding same; reviewed judicial estoppel case; emailed opposing counsel regarding deposition and missing check documents (.5).	1.50	235.00	352.50
04/30/14	SSL	Taking of Huerta deposition.	5.50	650.00	3,575.00
04/30/14	SCA	Attended Huerta deposition; prepared exhibits and reviewed operating agreement for additional areas of inquiry (4.25); reviewed new docs delivered at deposition; finalized OST Motion and prepared for filing (.5).	4.75	235.00	1,116.25
05/01/14	SCA	Conference with Samuel S. Lionel regarding deposition developments, needed discovery and motion practice. Emailed reminder to opposing counsel. Confirmed service issue.	0.75	235.00	176.25
05/01/14	SCA	Reviewed res judicata cases and briefing in separate bankruptcy case for usage in this case.	1.25	235.00	293.75
05/02/14	SCA	Reviewed previous 2.34 letter and completed document productions. Reviewed notes from depo and meeting with Samuel S. Lionel. Incorporated info into new letter to opposing counsel. Revised and sent to Samuel S. Lionel for review.	2.00	235.00	470.00
05/02/14	SCA	Reviewed email from opposing counsel and responded.	0.25	235.00	58.75
05/02/14	SCA	Outlined general thoughts and strategy for claim preclusion and judicial estoppel motion.	0.50	235.00	117.50
05/05/14	SCA	Formatted motion and began drafting material facts. Reviewed bankruptcy filings, discovery documents and pleadings to create record for factual statement.	2.00	235.00	470.00
05/05/14	SCA	Researched Nev. state law cases regarding claim preclusion and judicial estoppel.	0.75	235.00	176.25
05/06/14	SCA	Completed statement of facts.	0.75	235.00	176.25
05/06/14	SCA	Drafted legal standard and implemented section and supplemented with summary judgment cases based on claim preclusion and estoppel.	1.25	235.00	293.75
05/07/14	SCA	Work on partial summary judgment motion.	1.50	235.00	352.50
05/08/14	SCA	Continued work on partial summary judgment motion. Drafted statements of law for claim preclusion and judicial estoppel utilizing Nev. state and 9th Cir. law. Implemented analysis of Huerta facts to law and sent draft to Samuel S. Lionel.	1.00	235.00	235.00



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Date	Atty	Description	Hours	Rate	Amount
05/09/14	SCA	Reviewed Huerta's supplement. Telephone conference with Samuel S. Lionel regarding same. Identified general ledgers and emailed to Samuel S. Lionel.	0.50	235.00	117.50
05/12/14	SCA	Researched case law and standard bankruptcy schedules for required contingent and unliquidated claims. Implemented into motion.	0.75	235.00	176.25
05/12/14	SCA	Drafted introduction. Revised. Shortened and finalized	1.75	235.00	411.25
05/12/14	SCA	Revised statement of facts and supplemented with record cites. Restarted thesis and signals for law and argument. Revised and supplemented judicial estoppel argument. Located case specifically addressing Chapter 11 and estoppel. Revised claim preclusion argument. Finalized and emailed new draft to Samuel S. Lionel.	3.00	235.00	705.00
05/14/14	SCA	Telephone conference with Samuel S. Lionel regarding new production. Reviewed new production and broke down in separate files for Samuel S. Lionel. Discussed revisions for partial summary judgment motion. Began implementing.	0.75	235.00	176.25
05/15/14	SCA	Implemented additional revisions. Located Chapter 11 specific law on estoppel and preclusion. Added language regarding mandatory contingent non-liquidated claims. Overhauled introduction to more clearly distinguish estoppel from preclusion. Began compiling exhibits.	5.00	235.00	1,175.00
05/16/14	SCA	Telephone conference with Samuel S. Lionel regarding manipulated general ledgers. Reviewed Quickbook options and drafted Request for Production of all Eldorado Quickbooks reports. Made final revisions and record citations to statement of facts. Revised law and argument. Completed compilation of exhibits including bankruptcy record cites. Circulated.	2.75	235.00	646.25
06/30/14	PCT	Conference with Samuel S. Lionel regarding research project; legal research regarding objection to interrogatories that both sides have equal access to information.	0.75	215.00	161.25
06/30/14	SSL	Review Response to Request for Documents and Responses to Interrogatories; review Huerta General Ledger; begin preparation of Motion for Summary Judgment with respect to Nanyah Vegas, LLC claim; review Judge Jones' decision in Henderson/Bonaventure case.	3.25	650.00	2,112.50
07/01/14	SSL	Prepare and serve Rule 45 Objection to Christopher Cole deposition and Subpoena Duces Tecum; review Plaintiffs First Set of Interrogatories to Sig as Trustee of Rogich Trust; review Plaintiffs First Set of Request for Production of Documents to Sig as Trustee of Rogich Trust; review Plaintiffs First Set of Request for Admissions to Sig as Trustee of Rogich Trust; review Plaintiffs First Set of Interrogatories to Eldorado Hills; review First Set of Request for Production of Documents to Eldorado Hills; review First Set of Request for Admissions to Eldorado Hills; email to M.	3.00	650.00	1,950.00

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Date	Atty	Description	Hours	Rate	Amount
07/02/14	SSL	Olivas; telephone conference with Sig Rogieh.	4.50	650.00	2,925.00
07/02/14	SSL	Review proposed Motion for Summary Judgment; read cases cited in Brief.	4.50	650.00	2,925.00
07/03/14	SSL	Review cases with respect to reservation of claim post confirmation; prepare Interrogatories regarding change to Quick Book entries.	3.50	650.00	2,275.00
07/07/14	SSL	Preparation of draft of Motion for Summary Judgment with respect to Nanyah Vegas claim; revise Defendants Fourth Set of Request for Production of Documents; revise Second Set of Interrogatories to Huerta; prepare draft response to Plaintiffs discovery.	4.50	650.00	2,925.00
07/09/14	SSL	Legal research in preparation of Motion for Summary Judgment.	3.50	650.00	2,275.00
07/09/14	PCT	Conference with Samuel S. Lionel regarding research assignment; legal research regarding Nevada case law stating that summary judgment can be granted based on expired statute of limitations.	1.00	215.00	215.00
07/10/14	SSL	Legal research; preparation of Motion for Summary Judgment.	3.50	650.00	2,275.00
07/11/14	SSL	Legal research in preparation of Motion for Summary Judgment.	3.50	650.00	2,275.00
07/14/14	SSL	Preparation of Motion for Summary Judgment regarding Nanyah Vegas, LLC; review appeal file; review orders; review file for apparent issues; telephone conference with B. McDonald regarding extending discovery date.	3.50	650.00	2,275.00
07/15/14	SSL	Conference with M. Olivas and Sig Rogieh regarding IRS and Sig's tax returns; review appeal issues; conference with Phillip C. Thompson; review Huerta bankruptcy and Plaintiffs 3rd Supplemental Disclosure.	3.50	650.00	2,275.00
07/16/14	MAO	Proof Motion for Partial Summary Judgment. Check exhibits and deposition citations. Review 2nd time after corrections completed.	1.00	175.00	175.00
07/16/14	SSL	Review Subpoena Duces Tecum to C. Cole; telephone conference with M. Olivas; preparation of Objection to Subpoena Duces Tecum for C. Cole; review TELD/Rogieh agreement; telephone conference with M. Olivas regarding agreement and deposition dates for S. Rogieh and C. Cole; preparation of draft of responses to interrogatories; email to B. McDonald regarding deposition dates.	5.00	650.00	3,250.00
07/17/14	SSL	Review Imitations file; telephone conference with M. Olivas; review Eliades survivor Trust, Rogieh Trust and Blakely Island Holdings Member Interest Assignment Agreement; consider whether money paid is not a distribution under purchase agreement; review proposed motion for summary judgment with respect to Nanyah Vegas claim; review responses to requests for admissions; review Huerta reservation of claim with respect to Huerta's third amended case conference report.	4.50	650.00	2,925.00
07/18/14	SSL	Review realized gains transaction; telephone conference with M. Olivas regarding realized gains; review email from M. Olivas	4.50	650.00	2,925.00

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Date	Atty	Description	Hours	Rate	Amount
		regarding Spilatro and Woloson regarding Imitations transaction; review draft motion for summary judgment with respect to Huerta bankruptcy omissions; legal research regarding motion.			
07/21/14	SSL	Preparation of discovery responses; review trust tax returns for 2013; review Eldorado Hills tax returns.	4.00	650.00	2,600.00
07/22/14	SSL	Review Eldorado and Rogich tax returns and K-1's; telephone conference with M. Olivas regarding tax returns and K-1's; preparation of Rogich answers to interrogatories and responses to requests for production; preparation of Eldorado answers to interrogatories; study tax returns.	4.50	650.00	2,925.00
07/22/14	PCT	Legal research for cases in which Defendant did plead an affirmative defense of judicial estoppel based on Plaintiff's failure to list claims as a bankruptcy asset and the effect of not pleading the defense on raising it in subsequent motion for summary judgment.	3.25	215.00	698.75
07/23/14	SSL	Preparation of responses to interrogatories and request for production; telephone conference with M. Olivas; legal research in preparation of motion for summary judgment regarding Huerta bankruptcy omissions; telephone conference with B. McDonald regarding subpoena of K-1's instead of tax returns.	4.00	650.00	2,600.00
07/23/14	PCT	Continued research for cases in which judicial estoppel was not raised as affirmative defense but summary judgment was still awarded based on Plaintiff's failure to list claim in bankruptcy; legal research regarding catch-all affirmative defense and reserving right to plead additional affirmative defenses.	2.75	215.00	591.25
07/24/14	KXM	Research fro Samuel S. Lionel	0.70	160.00	112.00
07/24/14	SSL	Legal research; revisions to Motion for Summary Judgment regarding failure of Huerta to list Purchase Agreement claim.	3.00	650.00	1,950.00
07/24/14	PCT	Legal research regarding Nevada law on raising certain affirmative defenses for the first time in summary judgment motion and factors which need to be met to do so without amending the Answer.	3.50	215.00	752.50
07/25/14	SSL	Revise Motion for Partial Summary Judgment regarding Bankruptcy claim; review K-1's to be produced; issues regarding Dunlap and Reitz checks; complete discovery documents for production.	4.00	650.00	2,600.00
07/29/14	SSL	Review Plaintiffs 4th Supplemental NRCP 16.1 Disclosure of Witnesses and Documents; telephone conference with M. Olivas regarding disclosure documents; multiple emails regarding deposition and prep dates; preparation of 2nd Supplemental 16.1 Disclosures; review operating agreement; review emails between Woloson, Spilatro and M. Olivas regarding transfer of Eldorado interest in Imitation transfer.	4.50	650.00	2,925.00
07/30/14	SSL	Preparation of 2nd Supplement to 16.1 Disclosures	4.00	650.00	2,600.00
08/08/14	SSL	Review Plaintiff's 5th and 6th Disclosures.	2.50	650.00	1,625.00

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Date	Atty	Description	Hours	Rate	Amount
08/11/14	SSL	Review and preparation of 2nd filing Motion for Partial Summary Judgment and service.	1.00	650.00	650.00
08/12/14	SSL	Email to M. Olivas regarding no offers received on Eldorado properties, Mr. Rogich's \$600,000 note and Reitz & Dunlap checks; preparation for Rogich deposition; draft responses to Huerta requests for production.	4.00	650.00	2,600.00
08/13/14	SSL	Letter to Brandon McDonald regarding no response to 2nd Set of Interrogatories; email to and from M. Olivas regarding answers to Plaintiffs Requests for Production of Documents with respect to whether any offers; review discovery including Plaintiffs Supplemental Disclosures.	4.00	650.00	2,600.00
08/15/14	SSL	Served with Plaintiffs Opposition to Motion for Summary Judgment; study opposition; draft reply.	5.50	650.00	3,575.00
08/18/14	SSL	Draft Reply to Opposition to Motion for Summary Judgment.	6.00	650.00	3,900.00
08/19/14	SSL	Conference with Chris Cole and M. Olivas regarding Chris Cole deposition; preparation of Reply to Opposition.	4.00	650.00	2,600.00
08/20/14	SSL	Attendance at deposition of C. Cole; preparation for S. Rogich deposition.	4.50	650.00	2,925.00
08/21/14	SSL	Attendance at S. Rogich deposition.	4.00	650.00	2,600.00
08/22/14	SSL	Preparation of Reply to Opposition to Motion for Partial Summary Judgment.	5.00	650.00	3,250.00
08/25/14	SSL	Received two Offer of Judgments; studied offers; email to Client; preparation of Reply.	4.00	650.00	2,600.00
08/26/14	SSL	Preparation of Reply	4.50	650.00	2,925.00
08/27/14	SSL	Attendance at M. Olivas deposition.	4.50	650.00	2,925.00
08/28/14	SSL	Review Plaintiff's Opposition to Motion for Partial Summary Judgment; legal research.	5.00	650.00	3,250.00
08/29/14	SSL	Preparation of Reply to Opposition to Motion for Partial Summary Judgment (Nanyah) (3.00); preparation of Reply to Opposition to Motion for Partial Summary Judgment (Rogich Trust).	5.00	650.00	3,250.00
09/02/14	SSL	Review and file Reply in support of Summary Judgment motion (Eldorado); preparation of Reply in support of Summary Judgment motion (The Rogich Trust).	5.00	650.00	3,250.00
09/03/14	SSL	Preparation of Reply for Rogich Trust motion.	4.00	650.00	2,600.00
09/04/14	SSL	Preparation of Reply	4.00	650.00	2,600.00
09/05/14	SSL	Preparation of Reply; received/reviewed letter from McDonald regarding discovery issues; email with Client regarding letter.	4.00	650.00	2,600.00
09/08/14	SSL	Received/reviewed Woloson memorandum regarding dealing with argument; preparation of Rogich Trust Reply (2.50); prepare argument for upcoming hearing on Eldorado Motion for Partial Summary Judgment (1.50).	4.00	650.00	2,600.00
09/09/14	RXH	Draft motion to compel.	1.50	275.00	412.50
09/09/14	SSL	Preparation of Rogich Trust Reply; preparation of argument.	5.00	650.00	3,250.00

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Date	Atty	Description	Hours	Rate	Amount
09/10/14	RXH	Continue drafting and editing motion to compel.	2.00	275.00	550.00
09/10/14	SSL	Prepare for hearing on Motion for Partial Summary Judgment in respect to Nanyah Vegas, LLC claims.	5.00	650.00	3,250.00
09/11/14	SSL	Prepare for argument and attendance at hearing for Motion for Partial Summary Judgment in respect to Nanyah Vegas, LLC claims (2.00); preparation of Reply in Support of Motion for Partial Summary Judgment in respect to the Rogich Trust (3.00).	5.00	650.00	3,250.00
09/12/14	DNF	Conference with Samuel S. Lionel.	0.60	600.00	360.00
09/12/14	SSL	Preparation of Order Granting Partial Summary Judgment in respect to Nanyah Vegas claims (2.50); preparation of Reply in Support of Rogich Trust Motion for Partial Summary Judgment (1.00).	3.50	650.00	2,275.00
09/12/14	CXM	Review recording of motion hearing. Brief Samuel S. Lionel regarding his query regarding judge's ruling.	0.75	425.00	318.75
09/15/14	SSL	Preparation of Reply and Opposition to Countermotion in Support of Motion for Partial Summary Judgment with respect to Rogich Trust.	5.00	650.00	3,250.00
09/16/14	RXH	Review Huerta's answers to interrogatories.	0.10	275.00	27.50
09/16/14	SSL	Preparation of Reply for Rogich Trust (1.00); received/reviewed Response to Interrogatories; telephone conference with B. McDonald regarding responses (.75).	1.75	650.00	1,137.50
09/17/14	SSL	Preparation of response to B. McDonald discovery dispute letter (3.00); telephone conference and email with M. Olivas regarding same (.50).	3.50	650.00	2,275.00
09/18/14	SSL	Finalize response to B. McDonald regarding letter referencing discovery dispute (1.50); telephone conference with M. Olivas with respect to preparation of Reply and Countermotion for Rogich Trust; telephone conference with S. Rogich regarding issue with respect to exchange of \$682,080. checks; revised Reply to conform to S. Rogich and M. Olivas responses (3.00); reviewed Rogich and Olivas depositions (.50)	5.00	650.00	3,250.00
09/19/14	SSL	Prepare for argument of Rogich Trust Motion for Partial Summary Judgment.	5.00	650.00	3,250.00
09/22/14	SSL	Prepare for hearing on MPSJ in Rogich Trust matter (1.50); received/reviewed Motion to Continue Trial and Discovery (1.50); complete preparation of Lionel Declaration and Opposition to Motion to Continue Trial and Discovery (3.00); telephone conference with M. Olivas regarding same (.25).	6.25	650.00	4,062.50
09/23/14	SSL	Email to S. Rogich; telephone conference with M. Olivas regarding Motion to Continue Trial and Discovery (.25); preparation of Opposition to Motion to Continue Trial and Discovery (4.00); telephone conference with McDonald regarding new hearing date due to new counsels religion (.50).	4.75	650.00	3,087.50
09/24/14	SSL	Prepare changes to Rogich deposition (.50); prepare Opposition to	4.00	650.00	2,600.00

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Date	Atty	Description	Hours	Rate	Amount
		Motion to Continue Trial and Discovery and Lionel Declaration (3.50).			
09/25/14	SSL	Complete Opposition to Motion to Continue Trial and Discovery (1.50); prepare for hearing Motion for Partial Summary Judgment (4.00); served Opposition to Motion to Continue Trial and Discovery (1.50).	6.00	650.00	3,900.00
09/26/14	SSL	Attendance at hearing for Plaintiffs Motion to Continue Trial and Discovery (1.50); prepare for argument on Rogich Trust Motion for Partial Summary Judgment stressing Travelers Indemnity decision and Plaintiffs reliance on it (4.50).	6.00	650.00	3,900.00
09/29/14	SSL	Prepare for argument concentrating on Travelers Indemnity case (3.25).	3.25	650.00	2,112.50
09/30/14	SSL	Prepare Report & Recommendations with respect to Motion to Continue Trial and Discovery (.50); prepare for hearing on Rogich Trust Motion for Partial Summary Judgment with respect to various matters (5.00).	5.50	650.00	3,575.00
10/01/14	SSL	Preparation of Opposition to Motion to Continue Trial (1.00); Prepare for hearing on (Rogich Trust) Motion for Partial Summary Judgment (2.50)	3.50	650.00	2,275.00
10/02/14	SSL	Prepare for hearing on (Rogich Trust) Motion for Partial Summary Judgment regarding reservation of rights issues (3.50); preparation of Opposition to Motion to Continue Trial (1.00)	4.50	650.00	2,925.00
10/03/14	SSL	Prepare for argument on (Rogich Trust) Motion for Partial Summary Judgment	4.50	650.00	2,925.00
10/06/14	RMJ	Conference with Samuel S. Lionel regarding strategy for October 8 hearing.	0.40	575.00	230.00
10/06/14	SSL	Prepare for argument on (Rogich Trust) Motion for Partial Summary Judgment	5.00	650.00	3,250.00
10/07/14	SSL	Served with Reply to Defendants Opposition to Motion to Continue Trial (1.00); prepare argument for hearing on (Rogich Trust) Motion for Partial Summary Judgment	6.75	650.00	4,387.50
10/08/14	SSL	Prepare argument and attend hearing	2.50	650.00	1,625.00
10/10/14	SSL	Preparation of Motion for Partial Summary Judgment Order	1.00	650.00	650.00
10/13/14	SSL	Preparation of Summary Judgment Order	3.00	650.00	1,950.00
10/14/14	SSL	Preparation of Summary Judgment Order; preparation of Motion for Attorney Fees	1.00	650.00	650.00
10/14/14	SSL	Continue work on motion for attorney fees.	1.50	650.00	975.00
10/15/14	SSL	Preparation of Motion for Attorneys Fees	1.50	650.00	975.00
10/16/14	SSL	Preparation of motion for attorney fees.	1.00	650.00	650.00
10/17/14	SSL	Preparation of motion for attorney fees.	1.00	650.00	650.00
10/20/14	SSL	Preparation of motion for costs and disbursements.	0.75	650.00	487.50
10/21/14	SSL	Melissa/Lionel emails regarding attorney fees and sale of Antonio Nevada issues.	1.00	650.00	650.00

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Date	Atty	Description	Hours	Rate	Amount
10/30/14	PCT	Conference with Samuel S. Lionel regarding research assignment; legal research regarding assertion of attorneys fees against non-party who is listed as seeking recovery in multiple causes of action in complaint.	2.50	215.00	537.50
10/30/14	SSL	Prepare Motion for Attorney Fees to include Go Global.	2.00	650.00	1,300.00
10/31/14	PCT	Legal research regarding assignment of contract obligates assignee to clause permitting recovery of attorney's fees.	2.00	215.00	430.00
11/12/14	SSL	Review Huerta case appeal statement and court journal entries regarding referral to Supreme Court settlement program.	1.00	650.00	650.00
11/12/14	PCT	Additional legal research for case law holding that assignee is liable under attorney's fees provision of contract.	1.25	215.00	268.75
11/13/14	SSL	Preparation of Motion for Attorney Fees; legal research regarding obligations of assignee and assignor.	4.00	650.00	2,600.00
11/13/14	PCT	Conferences with Samuel S. Lionel regarding Motion for Attorney's fees and research; legal research regarding continuing liability of assignor; legal research regarding assignee liability under attorneys' fees clause; legal research regarding attorneys' fees clauses reciprocal as a matter of law in Nevada.	3.50	215.00	752.50
11/13/14	PCT	Additional research for Nevada case law holding that assignor remains liable under contract; legal research in other jurisdictions and secondary sources for general principle that assignor remains liable; legal research regarding trust as potential alter ego.	2.25	215.00	483.75
11/14/14	SSL	Continue drafting Motion for Attorneys Fees; legal research.	3.00	650.00	1,950.00
11/14/14	PCT	Conferences with Samuel S. Lionel regarding Motion for Attorneys fees; legal research regarding avenues to hold Go Global liable for fees.	2.50	215.00	537.50
11/14/14	PCT	Legal research regarding proposition that assignee steps into shoes of assignor; legal research regarding alter ego and reverse piercing to hold Go Global liable; legal research regarding principle that district court has inherent powers; additional legal research regarding alter ego as it pertains to trusts which have been assigned contracts to avoid grantor's liability.	3.25	215.00	698.75
<b>Total Fees</b>			<b>559.95</b>		<b>306,700.75</b>

**Disbursements**

Date	Description	Amount
	Westlaw	578.50
	Duplicating	555.10
	Postage	1.82
09/24/13	Filing Fee; Defendant Eldorado Hills, LLC's Motion to Dismiss ; Tyler Technologies, Inc.	253.00

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Date	Description	Amount
10/25/13	Filing Fee; Defendant Eldorado Hills, LLC's Motion to Dismiss; Tyler Technologies, Inc.	3.50
10/25/13	Filing Fee; Initial Appearance Fee Disclosure; Tyler Technologies, Inc.	3.50
11/25/13	Filing Fee; Defendant Eldorado Hills LLC's Notice Vacating Its Motion to Dismiss; Tyler Technologies, Inc.	3.50
11/25/13	Filing Fee; Defendant Eldorado Hills LLC's Notice Vacating Its Motion to Dismiss; Tyler Technologies, Inc.	3.50
12/29/13	Filing Fee; Answer to First Amended Complaint and Counterclaim; Tyler Technologies, Inc.	3.50
04/15/14	Court Reporter - Transcript; Deposition of Carlos A. Huerta 4/03/14; Oasis Reporting Services, LLC	519.95
06/30/14	Filing Fee; Defendants' Motion for Leave to File an Amended Answer on an Order Shortening Time; Tyler Technologies, Inc.	3.50
08/05/14	Filing Fee; Motion for Partial Summary Judgment ; Tyler Technologies, Inc.	200.00
08/09/14	Filing Fee; Motion for Partial Summary Judgment; Tyler Technologies, Inc.	3.50
08/09/14	Filing Fee; Notice of Hearing; Tyler Technologies, Inc.	3.50
08/30/14	Filing Fee; Defendant Sig Rogich, Trustee of the Rogich Family Irrevocable Trust's Motion for Partial Summary Judgment ; Tyler Technologies, Inc.	200.00
08/30/14	Filing Fee; Defendant Sig Rogich, Trustee of The Rogich Family Irrevocable Trust's Motion for Partial Summary Judgment; Tyler Technologies, Inc.	3.50
09/11/14	Court Reporter - Transcript; CD for Hearing on 9/11/14 - MPSJ (Nanyah); CLARK COUNTY TREASURER	55.00
09/29/14	Court Reporter - Transcript; CD of Hearing (Discovery hearing 9/26/14); CLERK OF THE COURT	55.00
10/09/14	Court Reporter - Transcript; Court Transcript; DISTRICT COURT CLERK	55.00
10/07/14	Filing Fee; Reply to Opposition to Motion for Partial Summary Judgment; Tyler Technologies, Inc.	3.50
10/07/14	Filing Fee; Errata; Tyler Technologies, Inc.	3.50
10/07/14	Filing Fee; Defendants' Motion to Compel Discovery Responses on Order Shortening Time; Tyler Technologies, Inc.	3.50
10/07/14	Filing Fee; Amended Answer to First Amended Complaint; and Counterclaim Jury Demand ; Tyler Technologies, Inc.	3.50
10/07/14	Filing Fee; Reply to Opposition to Motion for Partial Summary Judgment; Tyler Technologies, Inc.	3.50
10/07/14	Filing Fee; Defendants Opposition to Motion to Continue Trial and Discovery; Tyler Technologies, Inc.	3.50
10/20/14	Certified Copies; Original and Certified Copy of Transcript - Carlos A. Huerta; Oasis Reporting Services, LLC	1,145.95
10/20/14	Certified Copies; Certified Copy of Transcript - Christopher M. Cole; Oasis Reporting Services, LLC	317.60
10/20/14	Certified Copies; Certified Copy of Transcript - Sig Rogich; Oasis Reporting Services, LLC	499.20



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I.D. 7384

Re: Carlos A. Huerta et al vs. Sig Rogich et al.

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Date	Description	Amount
10/20/14	Certified Copies; Certified Copy of Transcript - Melissa Olivas; Oasis Reporting Services, LLC	528.15
11/05/14	Filing Fee; Order Granting Partial Summary Judgment; Tyler Technologies, Inc.	3.50
11/05/14	Filing Fee; Notice of Entry of Order; Tyler Technologies, Inc.	3.50
11/05/14	Filing Fee; Opposition to Motion to Continue Trial; Tyler Technologies, Inc.	3.50
Total Disbursements		5,027.27

# **EXHIBIT B**

DATE OF SERVICE	TOTAL TIME SPENT	TIME ALLOCATED TO NANYAH CLAIM	CHARGES ALLOCATED TO NANYAH CLAIM
9/5/13	1.25	.50	107.50
9/6/13	1.50	1.50	322.50
9/9/13	1.25	1.25	268.75
9/9/13	1.00	1.00	215.00
9/10/13	1.75	1.00	215.00
9/10/13	1.50	1.50	322.50
9/10/13	1.50	1.50	322.50
9/10/13	.25	.25	53.75
9/11/13	2.00	2.00	430.00
9/11/13	1.25	1.25	812.50
9/16/13	0.25	.25	53.75
9/25/13	.75	.50	325.00
10/10/13	.50	.50	325.00
11/01/13	2.00	1.50	975.00
2/07/14	4.50	4.50	2925.00
2/10/14	3.00	3.00	1950.00
2/11/14	4.00	4.00	2600.00
2/18/14	4.00	4.00	2600.00
2/19/14	4.00	2.00	1300.00
3/07/14	.25	.25	58.75
3/12/14	.50	.50	117.50
3/13/14	.25	.25	58.75
3/13/14	.50	.50	325.00
3/24/14	2.75	2.00	1300.00
3/24/14	.50	.50	117.50
3/25/14	1.75	1.50	975.00
3/27/14	1.00	.50	325.00
3/28/14	3.00	1.50	975.00
3/31/14	1.75	1.75	1137.50
4/02/14	5.00	5.00	3250.00
4/03/14	2.25	2.25	1462.50
4/03/14	2.00	2.00	470.00
4/09/14	2.00	1.00	650.00
4/15/14	3.00	1.50	975.00
4/22/14	4.00	4.00	2600.00
4/23/14	4.00	2.00	1300.00

4/24/14	4.00	3.00	1950.00
5/16/14	2.75	1.00	235.00
6/30/14	3.25	2.75	1787.50
7/02/14	4.50	4.50	2925.00
7/09/14	3.50	3.50	2275.00
7/09/14	1.00	1.00	215.00
7/10/14	3.50	3.50	2275.00
7/11/14	3.50	3.50	2275.00
7/14/14	3.50	3.25	2112.50
7/16/14	1.00	1.00	175.00
7/17/14	4.50	1.00	650.00
8/18/14	6.00	6.00	3900.00
8/22/14	5.00	5.00	3250.00
8/26/14	4.50	4.50	2925.00
8/29/14	5.00	3.00	1950.00
9/02/14	5.00	2.50	1625.00
9/08/14	4.00	1.50	975.00
9/09/14	1.50	1.50	412.50
9/10/14	2.00	2.00	550.00
9/11/14	5.00	2.00	1300.00
9/12/14	3.50	2.50	1625.00
9/16/14	1.75	.25	162.50
9/18/14	5.00	1.50	975.00
<b>TOTAL</b>	<b>154.00</b>	<b>119.25</b>	<b>\$68,746.25</b>

# **EXHIBIT 2**

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,

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.

**Certified Copy**

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

DEPOSITION OF THE PERSON MOST KNOWLEDGEABLE  
OF NANYAH VEGAS, LLC  
(Pursuant to NRCP 30(b)(6))

CARLOS A. HUERTA

Taken on Thursday, April 3, 2014

At 9:19 a.m.

At 300 South Fourth Street, 17th Floor

Las Vegas, Nevada

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

Job No. 9249

1 . . . . .  
2 ELDORADO HILLS, LLC, a )  
Nevada limited liability )  
3 company, )  
) )  
4 Defendant/Counterclaimants, )  
5 )  
vs. )  
6 )  
CARLOS A. HUERTA, an )  
7 individual, CARLOS A. )  
HUERTA as Trustee of THE )  
8 ALEXANDER CHRISTOPHER )  
TRUST, a Trust established )  
9 in Nevada as assignee of )  
interests of GO GLOBAL, )  
10 INC., a Nevada corporation, )  
) )  
11 Plaintiffs/ )  
Counterdefendants. )  
12 )

13  
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24  
25

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

2 Q Who in L.L. Bradford?

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

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

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

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

12 A It is.

13 Q You're the president of that company?

14 A Yes.

15 Q Are you the sole shareholder?

16 A Yes.

17 Q Sole director?

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

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

22 A Yes, sir.

23 Q What is the business of Nanyah Vegas?

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



## CERTIFICATE OF REPORTER

STATE OF NEVADA )  
 ) ss:  
COUNTY OF CLARK )

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

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

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

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

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

*Mary Cox Daniel*



MARY COX DANIEL, CCR 710, RDR, CRR

# **EXHIBIT 3**

# Trust Agreement

## OF THE ALEXANDER CHRISTOPHER TRUST

THIS DECLARATION OF TRUST AGREEMENT is made on November <sup>4<sup>th</sup></sup> 2004, by CARLOS A. HUERTA and CHRISTINE H. HUERTA, Husband and Wife, (hereinafter referred to as the "Trustors" or "Grantors" when reference is made to them in their capacity as creators of this Trust and the transferors of the principal properties thereof) and CARLOS A. HUERTA and CHRISTINE H. HUERTA, of Clark County, Nevada, (hereinafter referred to as the "Trustees," or collectively as the "Trustee," when reference is made to them in their capacity as Trustees or fiduciaries hereunder);

Witnesseth;

WHEREAS, the Trustors desire by this Trust Agreement to establish the "ALEXANDER CHRISTOPHER TRUST" for the use and purposes hereinafter set forth, to make provisions for the care and management of certain of their present properties and for the ultimate distribution of the Trust properties;

NOW, THEREFORE, all property subject to this Trust Indenture shall constitute the Trust estate and shall be held for the purpose of protecting and preserving it, collecting the income therefrom, and making distributions of the principal and income thereof as hereinafter provided

Additional property may be added to the Trust estate, at any time and from time to time, by the Trustors or any person or persons, by inter vivos act or testamentary transfer, or by insurance contract or Trust designation.

The property comprising the original Trust estate, during the joint lives of the Trustors, shall retain its character as their community property or separate property, as designated on the document of transfer or conveyance. Property subsequently received by the Trustees during the joint lives of the Trustors shall have the separate or community character designated on the document of transfer or conveyance.

ARTICLE INAME AND BENEFICIARIES OF THE TRUST

1.1 Name. The Trusts created in this instrument may be referred to collectively as the "ALEXANDER CHRISTOPHER TRUST," and any separate Trust may be referred to by adding the name of the beneficiary.

1.2 Beneficiaries. The Trust estate created hereby shall be for the use and benefit of CARLOS A. HUERTA and CHRISTINE H. HUERTA, and for the other beneficiaries named herein. The names of the two (2) now living children of the Trustors are NOAH ALEXANDER HUERTA and WYATT CHRISTOPHER HUERTA, and these children shall hereinafter be designated as the "Children of the Trustors."

ARTICLE IIDISTRIBUTION OF INCOME AND PRINCIPALWHILE BOTH TRUSTORS SHALL LIVE

2.1 Distributions While Both Trustors Live. During the joint lifetimes of CARLOS A. HUERTA and CHRISTINE H. HUERTA, they shall be entitled to all income and principal of their community property without limitation. With regard to the separate property of either CARLOS A. HUERTA or CHRISTINE H. HUERTA, either Trustor shall be entitled to all income and principal of his or her own separate property estate without limitation.

2.2 Use of Residence. While Trustors both shall live, they may possess and use, without rental or accounting to Trustees, any residence owned by this Trust.


ARTICLE IIIINCAPACITY

3.1 Incapacity of Trustors. If at any time a Trustor has become physically or mentally incapacitated, as certified in writing by two licensed physicians or by two licensed psychologists (or any combination thereof), and whether or not a court of competent jurisdiction has declared him or her incompetent, mentally ill, or in need of a guardian or conservator, the

- (c) "Child, Children, Descendants or Issue". As used in this instrument, the term "descendants" or "issue" of a person means all of that person's lineal descendants of all generations. The terms "child, children, descendants or issue" include adopted persons, but do not include a step-child or step-grandchild, unless that person is entitled to inherit as a legally adopted person.
- (d) "Tangible Personal Property". As used in this instrument, the term "tangible personal property" shall not include money, evidences of indebtedness, documents of title, securities and property used in a trade or business.

EXECUTED in Clark County, Nevada, on November 9<sup>th</sup> 2004.

  
CARLOS A. HUERTA

  
CHRISTINE H. HUERTA

ACCEPTANCE BY TRUSTEES

We certify that we have read the foregoing Declaration of Trust and understand the terms and conditions upon which the Trust estate is to be held, managed, and disposed of by us as Trustees. We accept the Declaration of Trust in all particulars and acknowledge receipt of the trust property.

  
CARLOS A. HUERTA

  
CHRISTINE H. HUERTA


JAN. 18. 2006 5:44PM

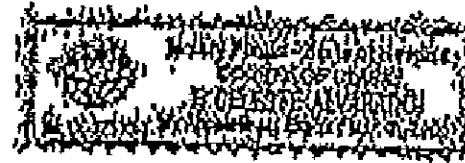
NO. 790 P. 44

STATE OF NEVADA }  
COUNTY OF CLARK } ss.

On November 1, 2004, before me, the undersigned, a Notary Public in and for said County of Clark, State of Nevada, personally appeared CARLOS A. HUERTA and CHRISTINE H. HUERTA, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signatures on the instrument, the persons, or the entity upon behalf of which the persons acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this certificate first above written.

  
NOTARY PUBLIC



# EXHIBIT 4

## ASSIGNMENT OF CONTRACT

FOR VALUE RECEIVED, Go Global, Inc., a Nevada corporation ("Assignor") hereby assigns, transfers and conveys to The Alexander Christopher Trust ("Assignee") all rights, title and interest held by the Assignor in and to the following described contract:

### RECITALS

WHEREAS, Assignor entered into an agreement with The Rogich Family Irrevocable Trust on or about October 30, 2008 (the "Purchase Agreement") attached herein;

WHEREAS, Assignor desires to assign all rights, interests, and causes of action as allowed under law to Assignee arising from the Purchase Agreement;

WHEREAS, at Assignee's discretion it may initiate recovery, prosecution for claims arising from the Purchase Agreement against The Rogich Family Irrevocable Trust, or other parties as necessary, as if in the stead of Go Global, Inc.;

### TERMS

The Assignors warrant and represent that the Purchase Agreement was signed by the parties represented therein.

The Assignee shall be entitled to all money, assets or compensation remaining to be paid pursuant to the Purchase Agreement or from any act of recovery seeking to enforce the obligations of the parties therein.

The Assignor further warrants that it has full right and authority to transfer its interests in the Purchase Agreement.

This assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written below.

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

Assignor, Go Global, Inc.



Carlos Huerta  
Its: President

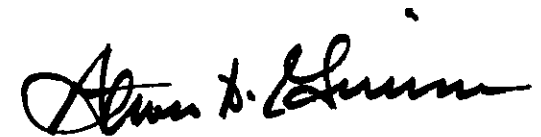
Signed this 30<sup>th</sup> day of July, 2013.

Assignor, The Alexander Christopher Trust



Carlos Huerta  
Trustee





CLERK OF THE COURT

**OPPS**

Brandon B. McDonald, Esq.  
Nevada Bar No.: 11206  
McDONALD LAW OFFICES, PLLC  
2505 Anthem Village Drive, Ste. E-474  
Henderson, NV 89052  
Telephone: (702) 385-7411  
Facsimile: (702) 992-0569  
Attorneys for 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

Hearing Date: 12/24/14  
Hearing Time: 9 a.m.

AND ALL RELATED MATTERS

**PLAINTIFFS' OPPOSITION TO DEFFENDANT'S  
MOTION FOR AWARD OF ATTORNEYS' FEES**

COMES NOW, Plaintiffs, by and through their counsel of record, Brandon B. McDonald, Esq.  
of McDonald Law Offices, PLLC and hereby file this Opposition to Defendant, The Rogich Family  
Irrevocable Trust (the "Trust"), Motion for Award of Attorneys' Fees (the "Motion"). The Trust was  
not the "prevailing party" as the case was dismissed because this Court believed that the matter should

1 have been brought in the bankruptcy proceedings involving Carlos Huerta and Go Global, Inc. This  
2 Court, as confirmed by the related Order and minutes, did not interpret the contract between the parties.  
3 Thus an award of fees is improper. Furthermore, an award of fees cannot be granted against Mr. Huerta  
4 or Go Global; first, because they are not parties before this Court and there is no jurisdiction over them,  
5 and second, such action would be a violation of applicable bankruptcy law.

6 This Opposition is based upon the points and authorities attached hereto, and all of the  
7 pleadings submitted to date in this action and any oral argument allowed at the time of the hearing of  
8 Defendant's Motion.  
9

## 10 **MEMORANDUM OF POINTS AND AUTHORITIES**

### 11 **I.**

#### 12 **INTRODUCTION**

13 It stands to reason that if this Court did not interpret the October 30, 2008 contract (the  
14 "contract"), Defendant cannot now use that same contract as a purported basis to seek an award of  
15 attorney's fees. At the prior hearing, on Defendant's Motion to Dismiss, this Court did not interpret the  
16 contract (despite Defendant's allegations to the same). It was actually Plaintiffs that sought to have the  
17 contract interpreted, but those counter-motions were either declined to be heard by the Court or  
18 voluntarily withdrawn. Defendant's own presentment of the relief requested also affirms that they did  
19 not seek a contractual interpretation; they wanted to have the case dismissed because they believed that  
20 the Plaintiffs' claims should have been brought before the before bankruptcy court and the plan and  
21 disclosure statement did not preserve those rights. Defendant articulated this point by stating:  
22

23  
24 The Rogich Family Irrevocable Trust (the "Rogich Trust") moves the Court for an  
25 order granting partial summary judgment against Plaintiffs Carlos A. Huerta  
26 ("Huerta") and the Alexander Christopher Trust (the "Christopher Trust")  
27 (together, "Huerta Plaintiffs") on the grounds that as purported assignees to  
28 certain interests assigned by Go Global, Inc. ("Go Global") ~a recently  
reorganized Chapter 11 debtor~ the Huerta Plaintiffs' claims are barred under the

claim preclusion and judicial estoppel doctrines....

Instead of concealing the Litigation Claims, Go Global should have brought a bankruptcy adversary proceeding. Indeed, Go Global knew it could have filed an adversary proceeding, because it had already done so in Case 10-01334 an adversary proceeding within the Bankruptcy Proceedings filed against a business associate of Huerta (the "Paulson Adversary Action"). Go Global, however, elected to not pursue the Litigation Claims....

In addition, Go Global could have specifically preserved in its Confirmed Plan the purported Litigation Claims against Defendants by including the potential defendants' identity and the facts on which the lawsuit would be based. ...

Go Global has demonstrated that it had more than "adequate knowledge of the litigation claims' existence well before the Confirmation Order's entry and well before Go Global purported to assign those litigation claims to the Christopher Trust. As a consequence, claim preclusion precludes the Huerta Plaintiffs from asserting their claims in this litigation and Defendant should be awarded summary judgment.

Defendant Sig Rogich, Trustee of the Rogich Family Irrevocable Trust's Motion for Partial Summary Judgment filed August 11, 2014, pp. 2:1-6; 16:11-18; 17:8-12.

Defendant completely ignores these prior representations to this Court and contorts the hearing on this Motion to be one of contractual interpretation. As there was no contractual interpretation, nor were any provisions of the contract enforced, the contract's fee shifting provisions are inapplicable.

Additionally, Defendant's request for fees cannot be granted against third parties who were not even before this Court, i.e. Go Global, Inc. or Carlos Huerta, who were not assigned the rights under the contract. Defendant has provided no plausible analysis as to how this Court can enter an award and judgment in excess of \$200,000 against either of these parties, who are parties subject to the jurisdiction of the bankruptcy court. Nor has Defendant articulated how these same parties are all liable under a theory of reverse alter ego under *LFC Marketing*. Under Defendant's argument, every sole shareholder, corporation shareholder, or single member LLC's member in Nevada would be subject to personal levy, simply because they were the only person within the entity. Yet this cannot be true as *LFC Marketing's* comments about equity in applying the alter ego doctrine were only the

1 start of the analysis<sup>1</sup>. Defendant has not examined any of these factors, nor presented any evidence.  
2 This seems sensical though, because their motion did not seek to interpret or enforce the contract, it  
3 sought dismissal through preclusion; thus Mr. Huerta's relationship with the entities was not at issue –  
4 nor can it be now. Thus Defendant's alter ego theory of recovery for attorney's fees cannot be given  
5 consideration.

6 Lastly, it is not reasonable that an award can be granted for approximately \$237,000, when the  
7 facts under the granting of the motion for summary judgment were present from the day that the case  
8 was filed. Defendants did not articulate any discovery, or information garnered through litigation that  
9 aided the Court's granting their summary judgment motion. As articulated above and as quoted by  
10 Defendant itself, it was Plaintiff's failure to file an adversary complaint in the bankruptcy proceedings  
11 that was cause for dismissal. Defendants could have filed this same motion from the outset, and the  
12 Court would have analyzed the same facts, and likely led to the same conclusion. Yet, Defendants  
13 waited to the eve of trial, accumulated fees to almost a quarter million dollars (with a discount for  
14 Nanyah Vegas, LLC), and now want Plaintiffs and third parties (not before the Court) to pay the toll.  
15 It is not equitable to shift fees when the motion could have been at a time when the fees would only  
16 have been a fraction (if the motion for fees was granted). As the rationale for the dismissal (issue and  
17  
18

---

19 <sup>1</sup> The *LFC Marketing court* stated that analyzing five factors may lead to a conclusion that a person is  
20 the alter ego of an artificial entity:

21 Further, the following factors, though not conclusive, may indicate the existence  
22 of an alter ego relationship: (1) commingling of funds; (2) undercapitalization; (3)  
23 unauthorized diversion of funds; (4) treatment of corporate assets as the  
24 individual's own; and (5) failure to observe corporate formalities. *See id.* at 601,  
25 747 P.2d at 887. We have emphasized, however, that “[t]here is no litmus test for  
26 determining when the corporate fiction should be disregarded; the result depends  
27 on the circumstances of each case.” *Id.* at 602, 747 P.2d at 887.

28 *LFC Mktg. Grp., Inc. v. Loomis*, 116 Nev. 896, 904, 8 P.3d 841, 847 (2000).

1 claim preclusion, according to this Court) were not associated to almost all of the fees being requested  
2 by Defendant, Defendant's fee request cannot be granted.

3 **II.**

4 **STATEMENT OF FACTS**

5 1. On October 8, 2014 this Court heard arguments in regards to The Rogich Irrevocable  
6 Trust's Motion for Partial Summary Judgment. The summary judgment sought dismissal based on  
7 preclusion as discussed above, in the introduction.  
8

9 2. The Court granted the motion for summary judgment. Order dated November 5, 2014  
10 attached herein as Exhibit A.

11 3. The Court's findings articulate that the rationale for the dismissal was based on  
12 preclusion:  
13

14 **LEGAL DETERMINATION**

15 1. On November 7, 2012, Huerta and Go Global were aware that they had a  
16 claim against the Rogich Trust.

17 2. The said claim was not disclosed in Huerta's and Go Global's First  
18 Amended, Second Amended or Third Amended Disclosure Statements.

19 3. The said claim was not disclosed in Huerta's and Go Global's Plan, or in  
20 their first, second or third Amendments to the Plan.

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

26 Exhibit A, p. 3:16-26.  
27  
28

1           4.       The Court's minutes also confirm that summary judgment was granted based on  
2 preclusion, and no comments were made in reference to interpreting or enforcing the contract:

3           ...Mr. Lionel argued in support of his motion stating Defendant had made  
4 misrepresentations before the bankruptcy court that they had no claim and now  
5 they are before this Court saying there is a claim, and that calls for judicial  
6 estoppel. Mr. Lionel argued regarding what judicial estoppel is intended for. Mr.  
7 Lionel further argued case law and cited several cases in open court. Lastly, Mr.  
8 Lionel argued regarding the requirement of a debtor to file a schedule of assets  
9 under oath, and stated the filed document omitted any claim against Rogich Trust.

10 Court Minutes dated October 8, 2014, attached herein as Exhibit B.

11           5.       Thus, the Order granting partial summary judgment, the Court Minutes, as well as the  
12 motion for partial summary judgment did not seek to enforce or interpret the contract. There was never  
13 any determination on the merits. Further, the Order of November 5, 2014 was without prejudice as the  
14 matter was simply "dismissed" and not dismissed with prejudice<sup>2</sup>.

15           5.       The contract contains a fee shifting provision, which provides that fees may be awarded  
16 if the contract is interpreted or enforced:

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

24           6.       As the agreement was not interpreted or enforced, and the matter was dismissed without  
25 prejudice, there was no "prevailing party." Thus the application of the fee shifting provision is  
26 irrelevant.

27           7.       Furthermore, as of November 26, 2014, Plaintiffs are seeking to pursue their claims  
28 within the bankruptcy proceedings, which in part are based on the contract for which this litigation was

---

<sup>2</sup> NRCP 41(a)(2) states that a dismissal, unless otherwise designated is without prejudice.

initiated. Adversary Complaint attached herein as Exhibit C.

8. It is anticipated that this complaint will determine who is the prevailing party in this matter. Thus, any determination in furtherance of Defendant's motion for attorney's fees is premature as well as groundless.

### III.

#### LEGAL ARGUMENT

##### **A. A PARTY THAT HAS NOT PREVAILED CANNOT BE AWARDED ITS ATTORNEY'S FEES AND THUS DEFENDANT'S MOTION MUST BE DENIED.**

Only a party that has actually "prevailed" in a matter can be granted an award of attorney's fees under the contract and thus Defendant's motion must be denied as they were not a prevailing party (they only succeeded in having the matter temporarily dismissed). In Nevada, a court "cannot award attorney fees unless authorized by statute, rule, or contract." *Frank Settelmeyer & Sons, Inc. v. Smith & Harmer, Ltd.*, 197 P.3d 1051,1059 (Nev.2008). "Whether to award attorney's fees is within the discretion of the district court; its decision will not be reversed absent manifest abuse of that discretion." *County of Clark v. Blanchard Constr. Co.*, 98 Nev. 488, 492, 653 P.2d 1217, 1220 (1982)." *Glenbrook Homeowners Ass'n v. Glenbrook Co.*, 111 Nev. 909, 922, 901 P.2d 132, 141 (1995).

Nevada statutes have been interpreted to construe that a "prevailing party" is one that succeeds on a significant issue for which the litigation was brought and is monetary in nature. *Valley Elec. Ass'n v. Overfield*, 121 Nev. 7, 10, 106 P.3d 1198, 1200 (2005) (applying Nevada's fee shifting provision in NRS 18.010 and holding that lower court did not error in granting fees when defendant had prevailed and received monetary reward); *see also Smith v. Crown Fin. Servs. of Am.*, 111 Nev. 277, 285, 890 P.2d 769, 774 (1995) (holding that monetary judgment is a prerequisite to apply fee shifting provisions in NRS 18.010(2)). In *Glenbrook Homeowners Ass'n v. Glenbrook Co.*, 111 Nev. 909, 922, 901 P.2d 132, 141 (1995) the trial court's decision to not grant fees to either party as both parties had prevailed

1 on some issues and lost on others, the decision to not decide a “prevailing party” (and consequently  
2 deny fees) was upheld. *Id.* at 909.

3 The concept of restricting fee shifting has also been applied in other matters where contractual  
4 language allowed for fee shifting. The Court *In re USA Commercial Mortgage Co.*, 802 F. Supp. 2d  
5 1147, 1181 (D. Nev. 2011), after explaining that the operative contract contained a fee shifting  
6 provision and the three significant issues plaintiffs prevailed upon, agreed that the plaintiffs were in fact  
7 prevailing parties allowed to recover their attorneys’ fees. Thus, in Nevada, there is a strong consensus  
8 that a “prevailing party” must have won on a significant issue, which it brought to bear and received a  
9 monetary award.  
10

11 Nevada’s case law on fee shifting also identifies with neighboring jurisdictions. As the Court in  
12 *Karuk Tribe of N. California v. California Reg'l Water Quality Control Bd., N. Coast Region*, 183 Cal.  
13 App. 4th 330, 364, 108 Cal. Rptr. 3d 40, 68 (2010) described:

14 “ ‘ “The appropriate benchmarks in determining which party prevailed are (a) the  
15 situation immediately prior to the commencement of suit, and (b) the situation  
16 today, and the role, if any, played by the litigation in effecting any changes  
17 between the two.” ’ [Citations.] ... ‘ “[P]laintiffs may be considered ‘prevailing  
18 parties’ for attorney’s fees purposes if they succeed on any significant issue in  
19 litigation which achieves some of the benefit the parties sought in bringing suit.” ’  
20 [Citations.]” (*Maria P.*, *supra*, 43 Cal.3d 1281, 1291–1292, 240 Cal.Rptr. 872,  
21 743 P.2d 932.)

22 *Id.*

23 Courts in Utah similarly use a balancing test and look to several factors to determine whether a  
24 contractual provision allowing “prevailing party” fees will be granted:

25 Relevant factors for the trial court’s consideration include, but are not limited to  
26 (1) contractual language, (2) the number of claims, counterclaims, cross-claims,  
27 etc., brought by the parties, (3) the importance of the claims relative to each other  
28 and their significance in the context of the lawsuit considered as a whole, and (4)  
the dollar amounts attached to and awarded in connection with the various claims.

*Smith v. Simas*, 2014 UT App 78, ¶ 29, 324 P.3d 667, 677.



1 Also, though only implied by the context of the several Nevada cases cited above, the “prevailing party”  
2 is generally one that has prevailed on the merits of the case:

3 Therefore, “[a] party ... is not a prevailing party until after a determination on the  
4 merits is made by either a jury or a trial court judge,” *J.V. Hatch Constr., Inc. v.*  
5 *Kampros*, 971 P.2d 8, 13 (Utah Ct.App.1998) (emphasis omitted), and “[w]here a  
6 contract ... provides for attorney fees to the prevailing party, a party does not even  
7 become entitled to such fees until the jury has determined which party has  
8 prevailed in the case,” *Meadowbrook, LLC v. Flower*, 959 P.2d 115, 117 (Utah  
9 1998).

10 *Cache Cnty. v. Beus*, 2005 UT App 503, ¶ 14, 128 P.3d 63, 69

11 “The prevailing party is the party that succeeds on the merits of the claim and has affirmative judgment  
12 rendered in its favor.” *BP Am. Prod. Co. v. Chesapeake Exploration, LLC*, 747 F.3d 1253, 1262 (10th  
13 Cir. 2014); *see also Uhrhahn Const. & Design, Inc. v. Hopkins*, 2008 UT App 41, ¶ 32, 179 P.3d 808,  
14 819 (quoting “To be a prevailing party, a party ‘must obtain at least some relief on the merits’ of the  
15 party’s claim or claims.” Citing *Ault v. Holden*, 2002 UT 33, ¶ 48, 44 P.3d 781 (citation omitted)).  
16 “[P]rocedural success during the course of litigation is insufficient to justify attorneys’ fees where the  
17 ruling is later vacated or reversed on the merits.” *Miller v. California Com. On Status of Women*, 176  
18 Cal. App. 3d 454, 458, 222 Cal. Rptr. 225, 228 (Ct. App. 1985)

19 The prevailing party bears the burden of submitting billing records to establish that the hours  
20 requested are reasonable. [Citation omitted] *Tallman v. CPS Sec. (USA), Inc.*, No. 2:09-CV-00944-  
21 PMP, 2014 WL 2485820, at \*10 (D. Nev. June 3, 2014).

22 At length, Defendant has tried to explain that its attorney’s fees are owed by the Alexander  
23 Christopher Trust yet Defendant has not and cannot explain how it is a “prevailing party” outside of the  
24 literal diction of the phrase – and wholly avoids analyzing, from a legal standpoint, how it prevailed.  
25 Notwithstanding Plaintiffs’ admission in regards to the assignment to his family trust, the Defendant, in  
26 his own motion for partial summary judgment, cannot prove that the contract, between the parties, was  
27 at issue. It is true that the “Huerta claims were both interpretation and enforcement of the Purchase  
28

1 Agreement...” (Motion, p. 2:27-28), but preclusion was admittedly the issue in Defendant’s partial  
2 summary judgment issue. Therefore, Defendant was not nor is now a “prevailing party” because it did  
3 not prevail on an issue for which the litigation was brought, nor was a monetary award received by the  
4 Defendant. *See Valley Elec. Ass’n*, 121 Nev. at 10. As Plaintiff is now pursuing these claims through  
5 the bankruptcy court, it is more akin to *Glenbrook Homeowners Ass’n*, wherein a reasonable dispute as  
6 to the prevailing party preempted a declaration of the same. *Id.* at 922.

7  
8 Defendant has not prevailed in this matter like the plaintiff in *USA Commercial*, wherein that  
9 court discussed the claims which they had prevailed upon. *Id.* at 1147. In fact, the Court’s November  
10 5<sup>th</sup>, 2014 Order simply determined that the claims were precluded and therefore dismissed. See Exhibit  
11 A. Nothing during the course of litigation aided Defendant, as all the facts were based on  
12 circumstances which occurred prior to this matter even being filed. *See Karuk Tribe of N. California*,  
13 183 Cal. App. 4th at 364 (explaining that a “prevailing party benchmarks” are circumstances that  
14 occurred during litigation which assisted that party). Due to the fact that this case was dismissed  
15 because of preclusion, there are no factors to consider in identifying who is the prevailing party, such as  
16 contractual language, a determination on the merits, successful claims, importance of claims and an  
17 amount of the monetary judgment. *Smith*, 2014 UT App 78, ¶ 29.

18  
19 Defendant has not cited to one case, where a fee shifting award was permitted due to a dismissal  
20 based on a procedural or legal technicality, as opposed to one on the merits. Defendant cannot be a  
21 prevailing party when they have not prevailed on the merits. See *BP Am. Prod. Co.*, 747 F.3d at 1262;  
22 *Uhrhahn Const. & Design, Inc.*, 2008 UT App 41, ¶ 32; *Ault*, 2002 UT 33, ¶ 48, 44 P.3d 781; *Miller v.*  
23 *California Com. On Status of Women*, 176 Cal. App. 3d at 458.

24  
25 Additionally, it is not reasonable for fees be shifted to Plaintiffs, when Defendant could have  
26 sought dismissal at the outset, rather than wait to file the motion on the eve of trial. Due to the  
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1 extended time, where no litigation or discovery, aided the dismissal based on preclusion, the request for  
2 \$237,954.50 cannot be reasonable. See *Tallman*, No. 2:09-CV-00944-PMP, 2014 WL 2485820, at \*10  
3 (D. Nev. June 3, 2014) (holding that prevailing party bears burden to prove fees are reasonable).

4 Therefore, as Defendant is not the prevailing party, it cannot be awarded attorneys' fees against  
5 any party in this matter.

6 **B. DEFENDANT HAS FAILED TO PROVE THAT AN AWARD OF FEES CAN BE**  
7 **LEVIED AGAINST PARTIES WHO ARE NOT EVEN BEFORE THE COURT.**

8 Defendant, even though he is not a prevailing party, makes the claim that Go Global remains  
9 liable for the claimed attorney's fees because Go Global's obligations, under the assignment, continued  
10 thereafter. Motion, pp. 3:26 – 4:6. A critical distinction to accentuate is that, in *Mt. Wheeler Power*,  
11 the case cited for this proposition by Defendant, is that the trial court's denial of the plaintiffs' claim  
12 left them without remedy "Under the circumstances recited above, we see no basis for utilizing the  
13 legal fiction 'separating' the debtor-in-possession from Diamond as a proper rationale for leaving  
14 Wheeler Power without remedy." *Mt. Wheeler Power, Inc. v. Gallagher*, 98 Nev. 479, 483, 653 P.2d  
15 1212, 1214 (1982). In this matter, Defendant has a remedy and there is no compelling reason to  
16 "separating the legal fiction" of the entities before or not before this Court. Also, in *Mt. Wheeler* the  
17 question of whether the assignor was liable was presented to the state court only because the  
18 bankruptcy proceedings had been closed. *Id.* Go Global's bankruptcy case, as Mr. Schwartz  
19 articulated to this court, has not been closed previously. Thus, Defendant's request for attorneys fees  
20 against Go Global is improper..

21 **C. REVERSE ALTER-EGO SHOULD NOT BE EMPLOYED AS THE RELEVANT**  
22 **FACTORS ARE NOT PRESENT.**

23 Defendant has not shown why or what circumstances would justify the application of a reverse  
24 alter-ego. While *LFC Mktg. Grp., Inc. v. Loomis*, 116 Nev. 896, 904, 8 P.3d 841, 847 (2000) does  
25 discuss the use of the alter ego doctrine to perfect justice – it was not without analyzing any pertinent  
26 factors. Defendant has scantily discussed those factors, if at all. The application of the alter-ego must  
27  
28

1 be supported by substantial evidence and not by sole ownership alone. *Mosa v. Wilson-Bates Furniture*  
2 *Co.*, 94 Nev. 521, 523, 583 P.2d 453, 454 (1978) (discussing several factors which identified alter-ego  
3 allegations at trial along with sole corporate ownership). In *Truck Ins. Exch. v. Palmer J. Swanson,*  
4 *Inc.*, 124 Nev. 629, 635, 189 P.3d 656, 660 (2008), that court denied a request by the plaintiff to apply  
5 alter-ego to a Nevada firm and California firm though “the firms were one and the same.” *Id.* Quoting  
6 *LFC Marketing*, the *Truck Ins. Exch.* went to affirm that the corporate cloak is not lightly thrown aside”  
7 and that applying alter ego is an exception to the rule of corporate independence. *Id.* A noted factor in  
8 *Truck Ins. Exch.* was the fact that the firms had separate identities, held “independent federal tax  
9 identification numbers, operated under its own bylaws, was supervised by a licensed Nevada attorney,  
10 and possessed an independent business license, tax license, part-time staff, phone lines, insurance  
11 coverage, and office sublease agreement.” *Id.*

12  
13 Defendant’s application of the alter-ego is unsupported by substantial evidence. *See Mosa v.*,  
14 94 Nev. at 523. Ownership is only one factor out of several under *LFC Mktg. Grp., Inc.* All of the  
15 Plaintiff and non-plaintiff parties have their own identity just as in *Truck Ins. Exch.*, though they may  
16 have owners in common. Also, Defendant has not addressed what the ownership of the Alexander  
17 Christopher Trust is, which would be necessary to determine whether alter-ego would be applicable.  
18 The corporate shield cannot be “lightly thrown aside,” by Defendant’s scant purported evidence, and  
19 the application of alter-ego must be denied.  
20

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IV.

**CONCLUSION**

WHEREFORE, based on the foregoing, Plaintiff respectfully requests that this Court deny the Motion for Award of Attorneys' Fees for the reasons stated herein.

DATED this 5<sup>th</sup> day of December, 2014.

McDONALD LAW OFFICES, PLLC

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

**CERTIFICATE OF SERVICE**

Pursuant to NRCP 5(b), I hereby certify that on this 5<sup>th</sup> day of December, 2014, service of the foregoing **PLAINTIFFS' OPPOSITION TO DEFFENDANT'S MOTION FOR AWARD OF ATTORNEYS' FEES** upon each of the parties via Odyssey E-Filing System pursuant to NRCP 5(b)(2)(D) and EDCR 8.05 to:

Lionel Sawyer & Collins

Angela Westlake [awestlake@lionelsawyer.com](mailto:awestlake@lionelsawyer.com)

Rob Hernquist [rhernquist@lionelsawyer.com](mailto:rhernquist@lionelsawyer.com)

Samuel S. Lionel [slionel@lioneslawyer.com](mailto:slionel@lioneslawyer.com)

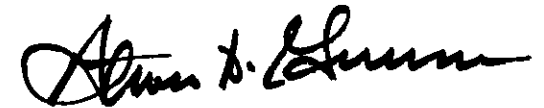
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/s/ Charles Barnabi

An employee of McDonald Law Offices, PLLC



CLERK OF THE COURT

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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  
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

**DEFENDANT'S REPLY IN SUPPORT OF  
MOTION FOR AWARD OF  
ATTORNEYS' FEES**

Hearing Date: 1/15/15  
Hearing Time: 9 a.m.

**AS PREVAILING PARTY THE ROGICH TRUST SHOULD BE AWARDED ITS**  
**ATTORNEYS' FEES**

**I. INTRODUCTION**

This is a straightforward Motion for Attorneys' Fees in favor of the prevailing party pursuant to a contract. The plain language of the Agreement provides that "in the event that any *action or proceeding is instituted to interpret or enforce* the terms and provisions of this

1 Agreement, however, the prevailing party should be entitled to its costs and attorneys' fees...."  
2 (emphasis added). Plaintiffs clearly instituted this action to enforce and interpret the terms of a  
3 purchase agreement (the "Agreement"), as the "First Claim for Relief" in Plaintiffs' Complaint is  
4 one for "Express Breach of Contract."

5 Plaintiffs now argue that the fee provision in the Agreement does not apply because "the  
6 agreement was not interpreted or enforced, and the matter was interpreted without prejudice," so  
7 there is somehow "no prevailing party." (Plaintiffs' Opposition at p. 6, ll. 20-21). This argument  
8 is nonsensical. First, it is entirely unclear why Plaintiffs say "without prejudice" given that this  
9 action resulted in a final judgment. Additionally, there is no requirement in the Agreement that  
10 the Court must actually interpret or enforce the contract in order for the attorneys' fee provision  
11 to apply, and there is no question that the Rogich Trust is the prevailing party because the Court  
12 has entered judgment in its favor.

13 Plaintiffs do not challenge the amount of the fees at issue, the Agreement does not limit  
14 fees in any way, nor do they challenge the Declaration of Samuel Lionel that the requested fees  
15 were reasonable and actually and necessarily incurred.

## 16 II. ARGUMENT

17 "Parties are free to provide for attorney fees by express contractual provisions." *Davis v.*  
18 *Beling*, 128 Nev. Adv. Op. 28, 278 P.3d 501, 515 (2012) *citing Musso v. Binick*, 104 Nev. 613,  
19 614, 764 P.2d 477, 477 (1988). "The objective in interpreting an attorney fees provision, as with  
20 all contracts, 'is to discern the intent of the contracting parties.'" *Id. quoting Cline v. Rocky*  
21 *Mountain, Inc.*, 998 P.2d 946, 949 (Wyo. 2000). "Traditional rules of contract interpretation are  
22 employed to accomplish that result." *Id.* "Therefore, the initial focus is on whether the language  
23 of the contract is clear and unambiguous; if it is, the contract will be enforced as written." *Id.*  
24 *citing Ellison v. California State Auto. Ass'n*, 106 Nev. 601, 603, 797 P.2d 975, 977 (1990).

25 The language of the contract in this case is clear and unambiguous. The Purchase  
26 Agreement provides in paragraph 7(d) that:

27 *[I]n the event that any action or proceeding is instituted to*  
28 *interpret or enforce the terms and provisions of this Agreement,*



1                   however, the prevailing party should be entitled to its costs and  
2                   attorneys' fees...." (emphasis added).

3           There is no question that Plaintiffs instituted this action "to interpret or enforce" the Agreement.  
4           The first cause of action in the Complaint is for "Breach of Express Contract." Plaintiffs' claim  
5           is based on their contention that, although the Agreement does not provide that the transfer of  
6           Defendant's interest in Eldorado Hills was precluded, the Agreement should nonetheless be  
7           interpreted to provide that the transfer constituted a breach. There is also no question that  
8           Defendant is the prevailing party, as judgment has been entered in its favor.

9           Plaintiffs argument that attorneys fees cannot be awarded because the Court did not  
10          interpret the Agreement is meritless. Plaintiffs have failed to cite a single Nevada case denying a  
11          party recovery of attorneys' fees under a contractual provision. Under the unambiguous language  
12          of the Agreement, the question is not whether the Court interpreted the contract, but whether  
13          Plaintiffs instituted an action to interpret or enforce the Agreement, which they clearly did.

14          Moreover, under Nevada law, even where a Court holds that a contract is unenforceable  
15          against a Defendant, that Defendant is still entitled to recover its fees under an attorneys' fees  
16          provision in the contract. *See Mackintosh v. California Federal Sav. & Loan Ass'n*, 113 Nev.  
17          393, 935 P.2d 1154 (1997) (holding that where a contract provides for award of attorney's fees to  
18          prevailing party in litigation concerning the contract, rescission of the contract does not preclude  
19          recovery of attorneys' fees). In *Mackintosh*, the Nevada Supreme Court clarified that a contract  
20          does not have to be interpreted for its attorneys' fees provision to be enforceable:

21                   We hold that when parties enter into a contract and litigation later  
22                   ensues over that contract, attorney's fees may be recovered under a  
23                   prevailing-party attorney's fee provision contained therein even  
24                   though the contract is rescinded or held to be unenforceable.

25           *Id.* at 406, 1162 (quoting *Katz v. Van Der Noord*, 546 So.2d 1047 (Fla. 1989)).

26          Plaintiffs' argument that the Rogich Trust is not entitled to fees because it did not receive  
27          a monetary award is equally meritless and misleading. The cases that Plaintiffs cite in support  
28          of that theory are inapposite. Plaintiffs attempt to mislead the Court by relying upon cases  
29          interpreting the fee shifting provision contained in NRS 18.010(2), which requires a monetary

1 award as a prerequisite to any recovery of attorneys' fees under NRS 18.010. Here, the Rogich  
2 Trust is seeking its fees under the *Agreement*, not under any statute. NRS 18.010(4)  
3 expressly provides that NRS 18.010(2) does not apply: "*Subsections 2 and 3 do not apply to any*  
4 *action arising out of a written instrument or agreement which entitles the prevailing party to*  
5 *an award of reasonable attorney's fees.*" (emphasis added).

6 Finally, Plaintiffs argue that the Rogich Trust is somehow not a prevailing party, despite  
7 the fact that judgment has been entered in its favor:

8 "Defendant has not and cannot explain how it is a 'prevailing party'  
9 *outside the literal diction of the phrase* -- and wholly avoids  
analyzing, from a legal standpoint, how it prevailed."

10 (Opposition at p. 9, ll. 22-24) (emphasis added). As described above, the definition of  
11 "prevailing party" in this context is controlled by the plain language of the Agreement. The  
12 "literal diction" is exactly what applies. Plaintiffs must concede that there is no reasonable  
13 interpretation of the phrase "prevailing party" which would exclude the party in whose favor  
14 judgment has been entered.

15 Even under any legal definition of the term, a party who obtains judgment in its favor is a  
16 prevailing party under Nevada law. "The term 'prevailing party' is a broad one, encompassing  
17 plaintiffs, counterclaimants and defendants." *Smith v. Crown Financial Services of America*, 111  
18 Nev. 277, 284, 890 P.2d 769, 773 (1995). A defendant who obtains summary judgment in its  
19 favor is a "prevailing party" for purposes of attorneys' fees. *Cuzze v. University and Community*  
20 *College System of Nevada*, 123 Nev. 598, 172 P.3d 131 (2007). See also *Sun Realty v. Eighth*  
21 *Judicial Dist. Court In and For Clark County*, 91 Nev. 774, 542 P.2d 1072 (1975) (holding that  
22 there is no prevailing party where an action does not proceed to judgment).

23 Plaintiffs brought this action to enforce and interpret the Agreement. The Rogich Trust  
24 prevailed. The Rogich Trust is thus entitled to recover its attorneys' fees pursuant to the plain  
25 and unambiguous language of the Agreement. As detailed in the Motion for Attorneys' Fees, the  
26 fees were reasonable, appropriate, and were actually and necessarily incurred. (See Declaration  
27 of Samuel Lionel, attached as Exhibit 1 to the Motion, at ¶¶5-7). Plaintiff has not disputed that

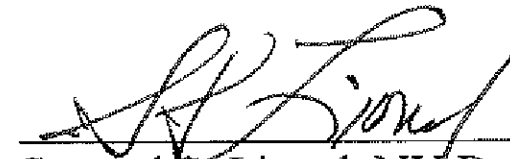
1 Declaration. Plaintiffs have not challenged the amount of fees sought, and the Agreement does  
2 not limit the amount of the fees in any way. The Rogich Trust should thus be awarded the full  
3 amount of fees that it has expended in defending this action.

4 **III. CONCLUSION**

5 Based on the foregoing, Defendant should be awarded its attorneys' fees in the amount of  
6 \$237,954.50.

7 Submitted By:

8 LIONEL SAWYER & COLLINS

9  
10 


11 Samuel S. Lionel, NV Bar No. 1766  
12 Phillip C. Thompson, NV Bar No. 12114  
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20 *Attorneys for Defendant*

CERTIFICATE OF SERVICE

Pursuant to Administrative Order 14-2, the undersigned hereby certifies that a true and correct copy of **Defendant's Reply in Support of Motion for Award of Attorneys Fees** was electronically served on this 30<sup>th</sup> day of December 2014, on the following:

Brandon McDonald  
McDonald Law Offices, PLLC  
2505 Anthem Village Drive, Ste. E-474  
Henderson, NV 89052  
Brandon@mcdonaldlawyers.com  
Attorney for Plaintiffs

  
An Employee of Lionel Sawyer & Collins

1 **TRAN**

2  
3 **EIGHTH JUDICIAL DISTRICT COURT**  
4 **CIVIL/CRIMINAL DIVISION**  
5 **CLARK COUNTY, NEVADA**

6 CARLOS HUERTA, et al, ) CASE NO. A-13-686303  
7 Plaintiffs, ) DEPT. NO. XXVII  
8 vs. )  
9 ELDORADO HILLS, LLC, )  
10 Defendant. )  
11 \_\_\_\_\_ )

12 BEFORE THE HONORABLE NANCY ALLF, DISTRICT COURT JUDGE  
13 THURSDAY, JANUARY 15, 2015

14 ***TRANSCRIPT RE:***  
15 **DEFENDANT'S MOTION FOR ATTORNEY FEES AND COSTS**

16 **APPEARANCES:**

17 For the Plaintiffs: CHER L. SHAINÉ, ESQ.

18 For the Defendant: SAMUEL S. LIONEL, ESQ.

19 **ALSO PRESENT:** SIG ROGICH  
20  
21  
22  
23

24 **RECORDED BY:** Traci Rawlinson, Court Recorder

1 CLARK COUNTY, NEVADA

THURSDAY, JANUARY 15, 2015

2 **PROCEEDINGS**

3 (PROCEEDINGS BEGAN AT 9:49:40 A.M.)

4 THE COURT: Huerta versus Eldorado Hills.

5 MS. SHAINÉ: Good morning, Your Honor. Cher Shaine for plaintiff Huerta.

6 THE COURT: Thank you.

7 MR. LIONEL: Good morning, Your Honor. Sam Lionel of Fennemore Craig  
8 representing the Rogich Trust.

9 THE COURT: Thank you. And with you, please?

10 MR. ROGICH: Sig Rogich.

11 THE COURT: Thank you.

12 All right. Mr. Lionel, this is your motion for attorney's fees.

13 MR. LIONEL: Yes, Your Honor. On November 5th Your Honor granted  
14 summary judgment to the Rogich Trust and dismissed the claims of Mr. Huerta  
15 and his trust, the Alexander Christopher Trust. Notice of entry was duly given on  
16 November 6th and there has been no appeal. It's a final judgment, Your Honor.

17 So at this time we move for attorney's fees, and the basis for our  
18 claim is the contractual provision providing for attorney's fees to the prevailing party.  
19 I'd like to read, Your Honor, briefly, the portion of 7(d) which is applicable here.  
20 "In the event that any action or proceeding is instituted to interpret or enforce the  
21 terms and provisions of this agreement, however, the prevailing party shall be  
22 entitled to its costs and attorney's fees, in addition to any other relief it may obtain  
23 or to which it may be entitled." It's hard to find more clear and unambiguous  
24 language with respect to attorney's fees. The intent of the parties is clear. If an

1 action is brought to interpret or enforce the purchase agreement, the prevailing party  
2 is entitled to attorney's fees.

3           There is no question that the three claims brought here by Mr. Huerta  
4 and his trust were under the -- to be covered under the contract. The first claim  
5 itself is a breach of an express contract seeking two million, seven hundred and  
6 forty-seven thousand, seven hundred and twenty-nine dollars and fifty cents, which  
7 was the amount provided for in the purchase agreement. There's also -- they also  
8 sought interpretation. Actually, the Rogich Trust had transferred its interest and  
9 they said, well, that was a breach of the agreement. Therefore, they sought  
10 interpretation. And in fact, on page 2 of their opposition they say it was actually  
11 the plaintiff that sought to have the contract interpreted. Therefore it's clear, Your  
12 Honor, that attorney's fees should be awarded.

13           There are numerous issues raised by the defendants here, but I would  
14 like to speak particularly to one. There is an amazing argument that Mr. Huerta was  
15 not a party and this Court had no jurisdiction. I'm going to read to the Court from  
16 page 2. "An award of fees cannot be granted against Mr. Huerta or Go Global; first,  
17 because they are not parties before this Court and there is no jurisdiction over them,  
18 and second, such action would be a violation of applicable bankruptcy law." I don't  
19 know what bankruptcy law they're talking about. And with respect to him being a  
20 party, paragraph one -- not only is he in the caption, Mr. Huerta, but paragraph one  
21 of the amended complaint says, "Plaintiff, Carlos Huerta, hereinafter referred to  
22 as Huerta, is now and was at all times relevant hereto a resident of Clark County,  
23 Nevada." And with respect to the three claims set forth at the beginning, it says,  
24 "As alleged by Mr. Huerta and Go Global."

1           Plaintiff claims there has been no determination on the merits.  
2       Summary judgment is a judgment on the merits. It is with prejudice. Your Honor,  
3       I did not cite a case for that proposition, but I can give Your Honor a Ninth Circuit  
4       case if Your Honor wishes, which is Dredge Corp. v. Penney at 338 F. 2d 456  
5       at page 464.

6           Thus, Your Honor, it is clear that under the paragraph 7(a) that we  
7       are entitled to attorney's fees.

8           With respect to attorney's fees against the trust, Your Honor, I might  
9       point out to Your Honor there is a very broad assignment of the claim from Go  
10      Global to the trust, and the trust agreement appears on page 4. We have cited  
11      cases. We have cited the Restatement. We have cited NRS 104.2210 that says  
12      that an assignee of a claim has the obligations under that claim, and that issue  
13      is not disputed at all by the plaintiff.

14          The fees we seek in this case are \$237,954.50. We've presented 18  
15      pages setting forth our charges and not one of those charges is disputed. There's  
16      also a declaration of mine which says that the \$237,954.50 represent charges  
17      actually and necessarily rendered to the Rogich Trust in connection with the defense  
18      of the Huerta claims, other than the Nanyah Vegas charges. That declaration is  
19      not disputed in any respect.

20          Accordingly, because of this contractual provision we are -- my client  
21      is entitled to attorney's fees and we request that we be awarded the amount of  
22      \$237,954.50.

23          THE COURT: Thank you. And the opposition, please.

24          MS. SHAIN: Your Honor, there are basically two major issues in the motion,



1 and the first issue is the contractual definition talking about the attorney's fees.  
2 Contracts are open to interpretation and in particular the word "prevailing." So  
3 when you look at the cases that interpret "prevailing," it is specifically -- let's say  
4 Black's -- that one of the parties to a suit who successfully prosecutes the action  
5 or successfully defends against it, prevailing on the main issue, though not to the  
6 extent of the original contention. Also, in the case of Macris the Court looked at the  
7 issue on which it was decided. With Macris the issue was decided on matters that  
8 did not relate to the contract. It was matters for summary judgment on a different  
9 ground.

10 So the contract holds that when one party questions the terms of the  
11 contract, then they're allowed attorney's fees. Here, the case was not decided on  
12 the merits, it was decided on the fact that this is an issue that was more properly  
13 in bankruptcy court.

14 THE COURT: No, that's not correct. I determined that the plaintiff had  
15 waived its cause of action in the bankruptcy case. It was determined on the merits.  
16 There are findings of fact --

17 MS. SHAINÉ: And then it was summary judgment --

18 THE COURT: Yeah.

19 MS. SHAINÉ: -- on that basis.

20 THE COURT: The summary judgment is clear as to those issues.

21 MS. SHAINÉ: Right. I'm sorry, Your Honor, I thought it was summary  
22 judgment because it was in the wrong place. But nonetheless, there are cases  
23 that we cited where if it's summary judgment and it's not on the merits and you're  
24 not looking at the contract and who won and questioning the contract and that we

1 proved our case based on those terms that there was a breach or the terms that  
2 we argued in those -- in our initial complaint, then those are the case where you are  
3 entitled to the attorney's fees. Some cases have split it where if there are attorney's  
4 fees that are in connection with a summary judgment motion or with another motion  
5 where they prevail, then those attorney's fees are properly awarded.

6 Also, Your Honor, on the motion -- I apologize, I'm a little disorganized.  
7 I got this late.

8 THE COURT: Go ahead. It's all right.

9 MS. SHAINÉ: Specifically the cases that are cited to on page 4 of the motion,  
10 the first one that is concerning is Gulvartian. This is an unpublished, overruled case,  
11 so clearly --

12 THE COURT: Is this page 4 of the motion?

13 MS. SHAINÉ: Yes.

14 THE COURT: I see Mt. Wheeler Power v. Gallagher.

15 MS. SHAINÉ: I'm sorry, page 5.

16 THE COURT: Okay. The State of Montana?

17 MS. SHAINÉ: And that's line 6.

18 THE COURT: Aerofund?

19 MS. SHAINÉ: The next line, 8. There we go.

20 THE COURT: Gulvartian v. Fakhoury.

21 MS. SHAINÉ: Yes.

22 THE COURT: Okay.

23 MS. SHAINÉ: Yes. And I brought that along. It's unpublished and it's also  
24 overruled, so that case is inapplicable.

1           The next one, Aerofund, I actually did a word search to try to find  
2 the quote and that quote is not in there at all. In fact, it's decided on a completely  
3 different issue and therefore inapplicable. If you look at the direct quotes regarding  
4 standing in the shoes of the assignee, that's nowhere in the case, or at least I can't  
5 find it.

6           THE COURT: But don't those cases attack the grounds under which I granted  
7 the summary judgment? They don't really deal with the awarding of attorney's fees  
8 after that time, do they?

9           MS. SHAIN: Correct. Right. What I'm saying is that the cases do not stand  
10 for nor are any of these quotes in these cases. The State of Montana was a child  
11 support case and it was under a specific statute and it talked about the State being  
12 able to take up the -- I think it was the mother or the father against child support  
13 cases, so it has no applicability here as far as an assignment. It was a specific  
14 statute that it was interpreting. There's no such statute here.

15           As far as the issue of piercing the corporate veil, that's not an issue  
16 for a trust. The cases that are cited are corporate cases. There's not one that's  
17 a trust case. A trust is a completely different entity, and in order to destroy a trust  
18 or disregard a trust you have to show that the trust was never funded correctly.  
19 You have to look at the cases where a trust was disregarded, not a corporation.  
20 A corporation is co-mingling. There are the five issues, those elements. And none  
21 of the cases that were cited had anything to do with a trust or why this trust should  
22 not be validated or used for its purpose, which is to limit liability, to keep the matters  
23 that are in the trust or the people that are in the trust -- they're doing what they're  
24 supposed to, then the trust should be held valid and not broken.

1           There's no reason to go after the other parties. There is no showing  
2 that there was anything that was done to maybe try to avoid creditors, something  
3 like that, something appropriate like that. So the cases that are cited are simply just  
4 not applicable.

5           I also do question the attorney's fees as far as reasonableness. First  
6 of all, it is the movant party's duty to show that that those are reasonable attorney's  
7 fees according to Brunzell. And those are complexity, the skill level required for the  
8 issue. For example, the attorneys that worked on the cases were the higher paid  
9 attorneys. The depositions that were attended were attended by two attorneys.  
10 I didn't add up all the fees as far as the ones that we are -- a dollar figure, but if  
11 you look through the attorney's fees you can see block billing. In a couple of places  
12 they're divided up, but in a majority of places it's this huge discussion of I did this,  
13 I did that, researched and then reviewed the complaint, then I had a telephone  
14 conference. That's just on 8/20 by SSL. A lot of these charges, especially research  
15 by the attorneys, there's -- let's see, I think a P something, initials P. There's a  
16 research person for a lower --

17           THE COURT: Well, on the first page -- on page 13 of the motion there was  
18 a listing of the attorneys, their hourly rates by name.

19           MS. SHAIN: Thank you. Yes. So if there's research to be done it shouldn't  
20 be done by the highest paid attorney. There the lower attorneys should do the  
21 research or some minor work. There's also a charge for filing the pleading. That's  
22 a secretarial job. That's something that your paralegal or secretary can do. There  
23 are also duplicative entries. If you look at the first page, 8/15, research for Sam.  
24 The next one, research for Sam. It doesn't really say what they're researching.

1 I've written down -- I mean, it's way too long to go into, but we would proffer that  
2 we'd at least like to be able to look at the attorney's fees and to specifically go  
3 through them all, especially where preparing for certain depositions over and over  
4 and over, to the tune of \$2,600 each time. And then two attorneys filing. Each  
5 issue is looked at by various attorneys and then reviewed again. So just overall,  
6 Your Honor, we definitely would say that those attorney's fees are excessive.

7 We'd also like to point out that there's several cases for Nevada law  
8 that determine what a prevailing party is, and in several of those cases specifically  
9 summary judgment is not prevailing because it's not on the merits. And that is a  
10 term in the contract that should be interpreted.

11 Let's see if there's anything else. One second, Your Honor. So the  
12 cases that we cited were First Commercial and that was -- they made a distinction  
13 that the issue that was won was to really enjoin the trustee, not related to the note  
14 or whether collecting the note. And then Macris, where the issue was the prevailing  
15 party on this was also granted on summary judgment and not the terms of the  
16 contract. Therefore, the case held that the attorney's fees were not applicable and  
17 they were not appropriate in that situation.

18 So we'd ask Your Honor to look at the definition of prevailing party  
19 and if indeed Your Honor finds that it is summary judgment, that you look at the fees  
20 that are -- because if you look at the fees you can see that there are issues where  
21 there is the motion for partial summary judgment. So we would ask that at least  
22 the attorney's fees related to that issue rather than the whole thing are attributable  
23 because the merits of the issue and the complaint that was brought forward were  
24 the terms of the contract. And that's it.

1 THE COURT: Thank you. Reply, please.

2 MR. LIONEL: As I stated to the Court before, there is nothing in their  
3 opposition which talks about even one of the fees, one of the charges, Your Honor.  
4 This is hardly appropriate at this point in time for counsel to say, well, this charge  
5 was excessive or something. It has not been set forth in the opposition. And  
6 I submit, Your Honor, that my declaration, Your Honor, has not been disputed,  
7 that the charges were actually and necessarily rendered to the Rogich Trust in  
8 connection with the defense of the Huerta claims.

9 Counsel is talking about the decisions here with respect to the liability  
10 of Mr. Rogich's (sic) trust, the Alexander Christopher Trust. Not only was that  
11 argued or disputed, Your Honor, it is clear and we have cited the Restatement of  
12 Contracts which says when a contract is assigned there is a presumption that all  
13 rights under the contract are assigned and duties delegated. And NRS 104.2210(4)  
14 states an assignment of the contract or of all of my rights under the contract or  
15 an assignment in similar general terms is an assignment of rights and unless the  
16 language or the circumstances indicate the contrary, is a delegation of performance  
17 of the duties of the assignor and its acceptance by the assignee constitutes a  
18 promise by him to perform those duties. And those duties include paying the  
19 prevailing party, the Rogich Trust, the fees which it had in defense of the action.

20 And I would like to read Your Honor just one little matter which applies  
21 to the claims made with respect to enforceability of the judgment, being it wasn't  
22 enforced, therefore there can be no attorney's fees. And I refer the Court to the  
23 Mackintosh case, Mackintosh v. California Federal Savings, in which the Court  
24 said, "We agree with this case law referring to quoted language from a Florida case.

1 We hold that when parties enter into a contract and litigation later ensues over that  
2 contract, attorney's fees may be recovered under a prevailing party attorney's fee  
3 provision contained therein, even though the contract is rescinded or held to be  
4 unenforceable."

5 Your Honor, under paragraph 7(a), Rogich Trust is entitled to its fees  
6 and we seek, Your Honor, the \$237,954.50 as attorney's fees.

7 THE COURT: Thank you. The matter is submitted. This is the ruling of the  
8 Court. This is the defendant's motion for award of attorney's fees. The motion will  
9 be granted for the following reasons.

10 One, the order for summary judgment did dispose of all of the causes  
11 of action, and in a 5-page written order that incorporated Findings of Fact and  
12 Conclusions of Law. The award will be joint and several as to all named plaintiffs in  
13 the complaint, which are Carlos A. Huerta, an individual; Carlos A. Huerta as trustee  
14 of the Alexander Christopher Trust, a trust established in Nevada as assignee of  
15 interests of Go Global, Inc., a Nevada corporation, and Nanyah Vegas, LLC, a  
16 Nevada limited liability company.

17 In reviewing the amount of the attorney's fees, in order for me to grant  
18 them I have to make certain findings with regard to the skill required, the complexity  
19 of the issues, the hourly rates, the time spent and the result obtained, and all of  
20 those favor, sway in balance of the defendant in this case. This is a case -- and  
21 I didn't realize how much the case had actually been litigated outside the courtroom  
22 until I actually reviewed the time entries of the attorneys, but the case was hotly  
23 litigated. It involved very sophisticated issues of law. It required a high level of skill  
24 to defend the case. The issues on both sides were complex. I find that the hourly

1 rates charged in this matter were appropriate, given the experience and skill  
2 necessary to defend the case; that the amount of time spent also was reasonable  
3 in defending the case.

4 And also I'm required to look at the result obtained, which I do find  
5 was a successful result. I do find that the defendant here was a prevailing party and  
6 that under paragraph 7(a) and (b) of the contract between the parties, which is clear  
7 and unambiguous, they were entitled to recover.

8 So the award will be granted in the amount of \$237,954.50. Mr. Lionel  
9 to prepare the order.

10 MR. LIONEL: I will submit the order, Your Honor.

11 THE COURT: Did you wish to sign off on that?

12 MS. SHAINÉ: I do, please. Your Honor, just for clarification, so the parties  
13 that are liable, are you saying the plaintiffs that are in the --

14 THE COURT: All named plaintiffs --

15 MS. SHAINÉ: Okay.

16 THE COURT: -- will be liable on a joint and several basis.

17 MS. SHAINÉ: Okay, got it.

18 MR. LIONEL: Yes, Your Honor.

19 THE COURT: And to present an order that's agreed as to form if you can --

20 MS. SHAINÉ: Oh, sure.

21 THE COURT: -- and if for some reason you can't, let me know your issues  
22 with the order and I'll resolve that for you.

23 MR. LIONEL: Yes, Your Honor.

24 MS. SHAINÉ: Okay. I'm sure we can.



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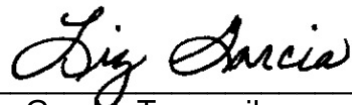
MR. LIONEL: Good day, Your Honor.

THE COURT: Thank you both.

(PROCEEDINGS CONCLUDED AT 10:15:10 A.M.)

\* \* \* \* \*

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



---

Liz Garcia, Transcriber  
LGM Transcription Service

REGISTER OF ACTIONS

CASE No. A-13-686303-C

Carlos Huerta, Plaintiff(s) vs. Eldorado Hills LLC, Defendant(s)

§  
§  
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§  
§

Case Type: **Breach of Contract**  
Subtype: **Other**  
Date Filed: **07/31/2013**  
Location: **Department 27**  
Cross-Reference Case Number: **A686303**  
Supreme Court No.: **66823**

PARTY INFORMATION

Counter Claimant	Eldorado Hills LLC	Lead Attorneys Samuel S. Lionel <i>Retained</i> 7023838888(W)
Counter Defendant	Alexander Christopher Trust	Brandon B McDonald <i>Retained</i> 702-385-7411(W)
Counter Defendant	Go Global Inc	Brandon B McDonald <i>Retained</i> 702-385-7411(W)
Counter Defendant	Huerta, Carlos A	
Defendant	Eldorado Hills LLC	Samuel S. Lionel <i>Retained</i> 7023838888(W)
Other Plaintiff	Go Global Inc	Brandon B McDonald <i>Retained</i> 702-385-7411(W)
Plaintiff	Alexander Christopher Trust	Brandon B McDonald <i>Retained</i> 702-385-7411(W)
Plaintiff	Huerta, Carlos	Brandon B McDonald <i>Retained</i> 702-385-7411(W)
Plaintiff	Nanyah Vegas LLC	Brandon B McDonald <i>Retained</i> 702-385-7411(W)

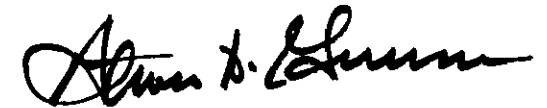
EVENTS & ORDERS OF THE COURT

01/15/2015	Motion for Attorney Fees and Costs (9:30 AM) (Judicial Officer Alf, Nancy)
	Minutes
	12/24/2014 9:00 AM
	01/15/2015 9:30 AM

00224

- Arguments by counsel regarding the merits of the motion and opposition. Court stated its findings and ORDERED, Motino for Attorney Fees and Costs GRANTED in the amount of \$237,954.50. Ms. Shaine to prepare the order and submit it to opposing counsel for approval. Upon inquiry, Court stated the judgment would be jointly and severally against all of the named Plaintiffs.

[Parties Present](#)[Return to Register of Actions](#)



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**

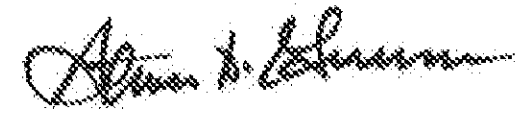
14 Pursuant to Administrative Order 14-2, the undersigned hereby certifies that a true and  
15 correct copy of the **Notice of Entry of Order Granting Motion for Award of Attorneys' Fees**  
16 was served through the Wiznet mandatory electronic service on this 11<sup>th</sup> day of February, 2015 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

Case No. A-13-686303-C

Dept. XXVII

**ORDER GRANTING MOTION FOR  
AWARD OF ATTORNEYS FEES**

20  
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 1 day of ~~January~~ <sup>February</sup>, 2015.

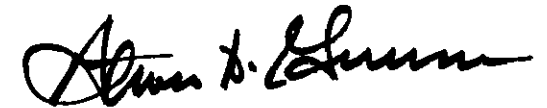
King L. AUC  
DISTRICT COURT JUDGE  
at

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**

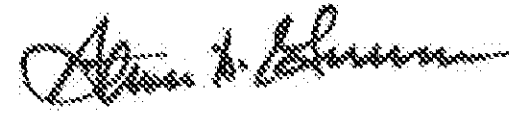
14 Pursuant to Administrative Order 14-2, the undersigned hereby certifies that a true and  
15 correct copy of the **Notice of Final Judgment** was served through the Wiznet mandatory  
16 electronic service on this 24<sup>th</sup> day of February, 2015 on the following counsel of record:

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

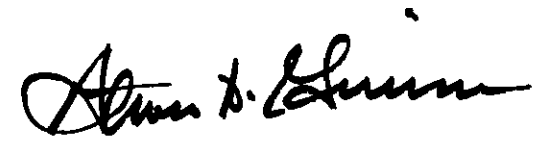
21 By: 

22 Samuel S. Lionel

23 300 S. Fourth Street, #1400

24 Las Vegas, NV 89101

25 Attorneys for Defendant  
26  
27  
28



CLERK OF THE COURT

**NOTC**

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

AND ALL RELATED MATTERS

**NOTICE OF APPEAL**

COMES NOW, Plaintiffs, Carlos A. Huerta, the Alexander Trust 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 November 5, 2014 and noticed on the November 6,  
2014 which granted partial summary against Plaintiffs; the Order dated February 10, 2015 and noticed  
on February 11, 2015 which awarded attorney's fees and costs to the Defendants, and; the Final

Judgment filed on February 23, 2015 and notice on February 24, 2015. Said Orders are attached hereto.

DATED this 13<sup>th</sup> day of March, 2015.

McDONALD LAW OFFICES, PLLC

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

**CERTIFICATE OF SERVICE**

I hereby certify that on the 13<sup>th</sup> day of March, 2015, I served a copy of the foregoing **NOTICE OF APPEAL** upon each of the parties via Odyssey E-Filing System pursuant to NRCP 5(b)(2)(D) and EDCR 8.05 to:

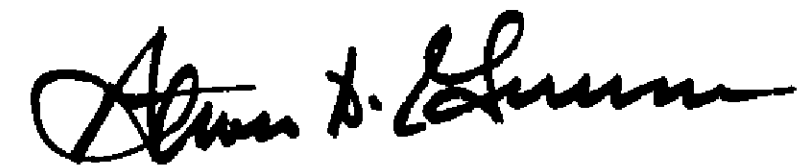
Fennemore Craig, P.C.  
Samuel Lionel      slionel@fclaw.com

Lionel Sawyer & Collins  
Angela Westlake      awestlake@lionelsawyer.com  
Rob Hernquist      rhernquist@lionelsawyer.com

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

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





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 NOTICE OF ENTRY OF ORDER GRANTING PARTIAL SUMMARY JUDGMENT

28 //

//

//

//

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**

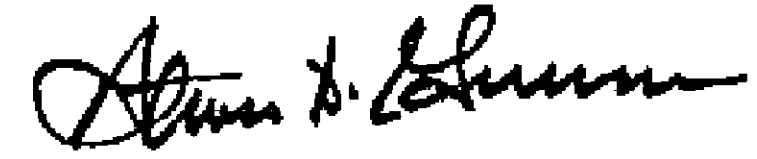
13 Pursuant to Administrative Order 14-2, the undersigned hereby certifies that a true and  
14 correct copy of the **Notice of Entry of Order Granting Partial Summary Judgment** was  
15 electronically served on this 6<sup>th</sup> day of November, 2014 on the following:

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*

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: [Signature]  
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.

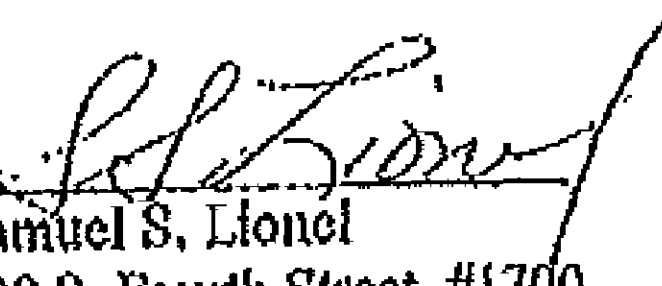
3 AND WHEREAS all claims for relief alleged in the Amended Complaint have been  
4 dismissed.

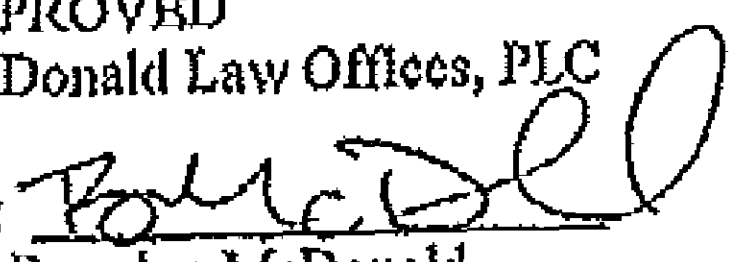
5 IT IS HEREBY ORDERED ADJUDGED AND DECREED that the Amended Complaint  
6 herein, be, and it is, hereby dismissed.

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

LIONEL SAWYER  
& COLLINS II  
ATTORNEYS AT LAW  
1700 BANK OF AMERICA PLAZA  
300 SOUTH FOURTH ST.  
LAS VEGAS,  
NEVADA 89101  
(702) 391-5100





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**

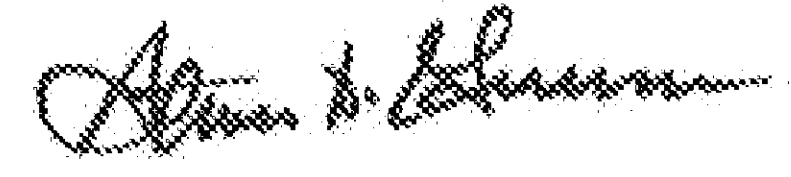
14 Pursuant to Administrative Order 14-2, the undersigned hereby certifies that a true and  
15 correct copy of the **Notice of Entry of Order Granting Motion for Award of Attorneys' Fees**  
16 was served through the Wiznet mandatory electronic service on this 11<sup>th</sup> day of February, 2015  
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  
18 Defendant was the prevailing party and entitled to its attorneys' fees as provided therein.

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.

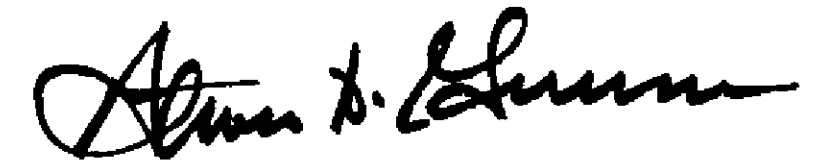
King L. AUC  
DISTRICT COURT JUDGE  
at

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.

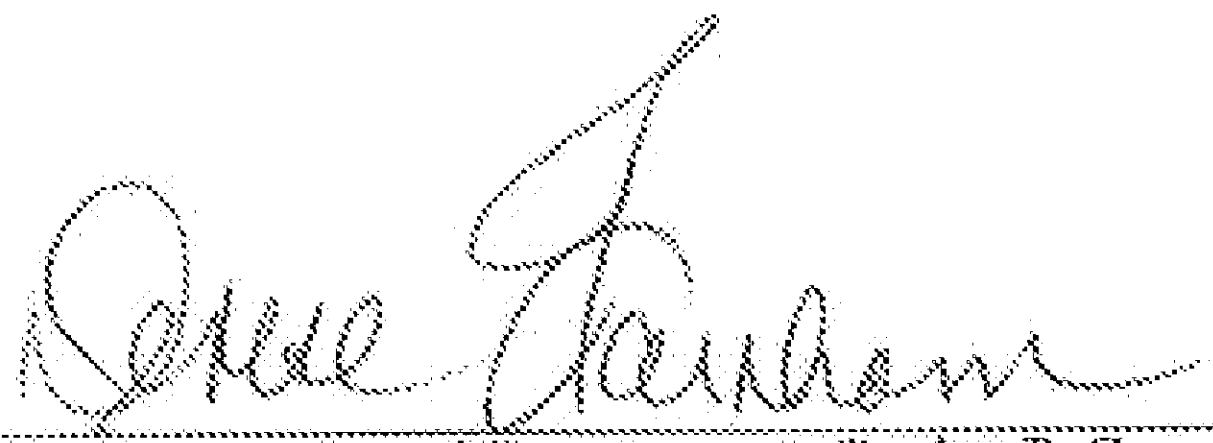
5  
6 By: /s/ Samuel S. Lionel  
7 Samuel S. Lionel, NV Bar #1766  
8 300 South Fourth Street, 14<sup>TH</sup> Floor  
9 Las Vegas, NV 89101  
10 *Attorneys for Sig Rogich aka*  
11 *Sigmund Rogich as Trustee of*  
12 *The Rogich Family Irrevocable Trust*

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 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.

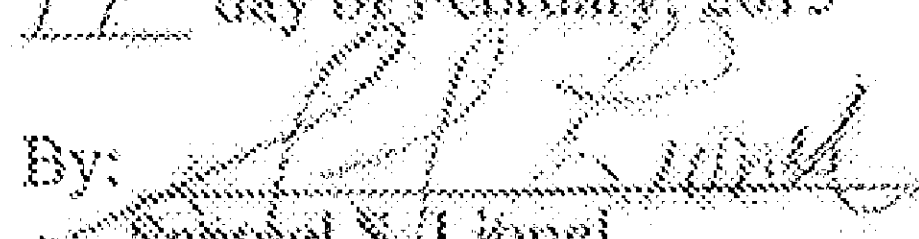
7  
8 NOW THEREFORE IT IS ORDERED, ADJUDGED AND DECREED THAT the  
9 Defendant, The Rogich Family Irrevocable Trust, be and is hereby awarded Final Judgment  
10 against Plaintiffs Carlos A. Huerta, individually, and as Trustee of The Alexander Christopher  
11 Trust, dismissing the Amended Complaint,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