

1 On May 18, 2015, this office sent an email to Plaintiff's counsel advising we were in  
2 receipt of the Order and that Mr. Mona was not available to be deposed on the related date. See  
3 May 18, 2015 email attached as **Ex. A**. The email also asked for alternative dates and inquired  
4 as to whether Plaintiff's counsel (recently substituted in for Plaintiff) was aware that a judgment  
5 debtor examination had already been taken and thousands of pages of financial records had  
6 already been produced. Id. The email also advised this office would not stand in the way of a  
7 second examination, but we did not want to rehash the testimony and document production that  
8 had already occurred. Id.

9 Plaintiff's counsel responded to the May 18, 2015 email indicating that Plaintiff was  
10 skeptical about Mr. Mona's availability, due to the circumstances surrounding the prior judgment  
11 debtor examination. See May 18, 2015 responsive email attached as **Ex. B**. During the week of  
12 May 18, 2015, Defendant's counsel reached out to Plaintiff's counsel via telephone to attempt to  
13 resolve the situation short of seeking this Court's intervention. See Declaration of Terry A.  
14 Coffing, Esq., at ¶7. Defendant's counsel informed Plaintiff's counsel that Mr. Mona was  
15 unavailable for a judgment debtor examination on June 12, 2015 and attempted to arrange for a  
16 new date. Id.

17 Plaintiff's counsel informed that his client would not allow him to agree to a different  
18 date for the judgment debtor examination because he believed Mr. Mona was attempting to delay  
19 the judgment debtor examination and was indeed available on June 12, 2015. Id. at ¶8. Thus,  
20 Plaintiff unilaterally set the June 12, 2015 date and is now unwilling to accommodate Mr.  
21 Mona's conflicts and related availability.

22 Mr. Mona has confirmed that he is not available to participate on June 12, 2015, as he  
23 travels extensively for business purposes. Mr. Mona is, however, able to provide responses to  
24 the 31 document requests by July 8, 2015 and he is available to appear for a second judgment  
25 debtor examination on July 29 or 30. Plaintiff has refused these alternate dates and has not  
26 provided any alternate dates itself.

1     **III.     LEGAL ARGUMENT.**

2             The Court should issue a protective order on two fronts. First, the Court should issue a  
3     protective order as to the June 12, 2015 examination date and order the Parties to work together  
4     to set a mutually acceptable date for the second document production and second judgment  
5     debtor examination. Second, the protective order should limit the scope of the second document  
6     production and examination to those documents and testimony not already provided during the  
7     first production and examination.

8             Pursuant to NRCP 26(c), the Court has discretion to enter such a protective order. NRCP  
9     26(c) states in relevant part:

10            **(c) Protective Orders.** Upon motion by a party or by the person from whom  
11     discovery is sought, accompanied by a certification that the movant has in good  
12     faith conferred or attempted to confer with the other affected parties in an effort to  
13     resolve the dispute without court action, and for good cause shown, the court in  
14     which the action is pending may make any order which justice requires to protect  
15     a party or person from annoyance, embarrassment, oppression, or undue burden or  
16     expense, including one or more of the following:

17            (1) that the discovery not be had;

18            (2) that the discovery may be had only on specified terms and conditions,  
19     including a designation of the time or place;

20            (3) that the discovery may be had only by a method of discovery other  
21     than that selected by the party seeking discovery;

22            (4) that certain matters not be inquired into, or that the scope of the  
23     discovery be limited to certain matters;

24            (5) that discovery be conducted with no one present except persons  
25     designated by the court;

26            (6) that a deposition after being sealed be opened only by order of the  
27     court;

28            (7) that a trade secret or other confidential research, development, or  
29     commercial information not be revealed or be revealed only in a designated way;

30            (8) that the parties simultaneously file specified documents or information  
31     enclosed in sealed envelopes to be opened as directed by the court.

32            If the motion for a protective order is denied in whole or in part, the court may, on  
33     such terms and conditions as are just, order that any party or other person provide  
34     or permit discovery. The provisions of Rule 37(a)(4) apply to the award of  
35     expenses incurred in relation to the motion.

1 See NRCP 26(c); see also Maheu v. Eighth Judicial Dist. Court In & For Clark Cnty., Dep't No.  
2 6, 88 Nev. 26, 43, 493 P.2d 709, 719 (1972) (indicating that the Court has discretion to enter  
3 protective orders and reciting the related Rule).

4 Here, a protective order is appropriate because Defendant has satisfied all of NRCP  
5 26(c)'s requirements to obtain a protective order. Defendant has moved for a protective order  
6 and has included the Declaration of Terry A. Coffing, Esq. informing that Defendant has in good  
7 faith conferred with Plaintiff to resolve the dispute without Court intervention. See Declaration  
8 of Terry A. Coffing, Esq. *supra*. In addition, despite knowledge that Marquis Aurbach Coffing  
9 represents Mr. Mona, Plaintiff unilaterally scheduled a second judgment debtor examination.  
10 Within a few days of receiving the Order, Mr. Mona's counsel contacted Plaintiff's counsel to  
11 inform that Mr. Mona was not available on the related date. Mr. Mona travels extensively for  
12 business purposes. Further, Defendant provided Plaintiff with alternate dates for the document  
13 production and examination – document production by July 8 and the examination on July 29 or  
14 30. Plaintiff, however, refused to accommodate Mr. Mona's availability. Moreover, Defendant  
15 already participated in one judgment debtor examination and already produced approximately  
16 33,000 pages of documents, per Plaintiff's request. Thus, there is good cause for a protective  
17 order and the Court has authority under NRCP 26(c) to issue the requested protective order.

18 **IV. CONCLUSION.**

19 The Court should issue a protective order in this case to protect Defendant under NRCP  
20 26(c). Defendant already participated in one judgment debtor examination and produced  
21 approximately 33,000 pages of documents to satisfy Plaintiff's document requests. Plaintiff  
22 unilaterally set a second judgment debtor examination for June 12, 2015 and Defendant is not  
23 available to participate on June 12, 2015. Alternatively, Defendant has provided Plaintiff with  
24 July 29 and 30 as available dates for the judgment debtor examination. However, Plaintiff has  
25 refused to accommodate Defendant's availability and has not provided alternate dates itself.

26 Defendant has satisfied NRCP26(c)'s requirements for a protective order and has  
27 established good cause. As a result, the Court should issue a protective order as to:  
28

**MARQUIS AURBACH COFFING**

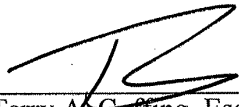
10001 Park Run Drive  
Las Vegas, Nevada 89145  
(702) 382-0711 FAX: (702) 382-5816

- The June 12, 2015 examination date and order the Parties to work together to set a mutually acceptable date for the second document production and second judgment debtor examination.
- The protective order should limit the scope of the second document production and examination to those documents and testimony not already provided during the first production and examination.

Dated this 1st day of June, 2015.

MARQUIS AURBACH COFFING

By

  
Terry A. Coffing, Esq.  
Nevada Bar No. 4949  
Tye S. Hanseen, Esq.  
Nevada Bar No. 10365  
10001 Park Run Drive  
Las Vegas, Nevada 89145  
Attorneys for Defendant  
Michael J. Mona, Jr.



# Exhibit A

**Tye S. Hanseen**

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**From:** Tye S. Hanseen [thanseen@maclaw.com]  
**Sent:** Monday, May 18, 2015 1:36 PM  
**To:** Tom Edwards  
**Cc:** agandara@nevadafirm.com; Terry Coffing  
**Subject:** Far West/Mona [IWOV-iManage.FID909218]  
**Attachments:** 2015-05-14 Notice of Entry of Order for Examination of Judgment Debtor Michael J. Mona, Jr., Individually, and as Trustee of The Mona Family Trust Dated February 12, 2001.PDF

Afternoon Tom. We are in receipt of the attached Order. Unfortunately, Mona is not available on either date to be deposed again. Would you be willing to provide some alternative dates? In addition, are you aware that prior counsel already took a judgment debtor exam in late 2013 and Mona disclosed, I believe, about 20,000 pages of documents?

We do not have a problem with him showing up and being deposed again, but we are not willing to do the same thing all over again for a second time. Thus, if you were not aware of the prior examination and documents, we would ask that you review the transcript and documents, let us know what Far West believes is missing, and we can go from there.

Please let us know.



**MARQUIS AURBACH  
COFFING**

**Tye S. Hanseen, Esq.**  
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[maclaw.com](http://maclaw.com)



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DO NOT read, copy or disseminate this communication unless you are the intended addressee. This e-mail communication contains confidential and/or privileged information intended only for the addressee. If you have received this communication in error, please call us (collect) immediately at (702) 382-0711 and ask to speak to the sender of the communication. Also please e-mail the sender and notify the sender immediately that you have received the communication in error. Thank you. Marquis Aurbach Coffing - Attorneys at Law

# Exhibit B

**Tye S. Hanseen**

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**From:** Tom Edwards [tedwards@nevadafirm.com]  
**Sent:** Monday, May 18, 2015 6:02 PM  
**To:** Tye S. Hanseen  
**Cc:** Andrea M. Gandara; Terry Coffing  
**Subject:** RE: Far West/Mona [IWOV-iManage.FID909218]

Tye,

Thank you for your email.

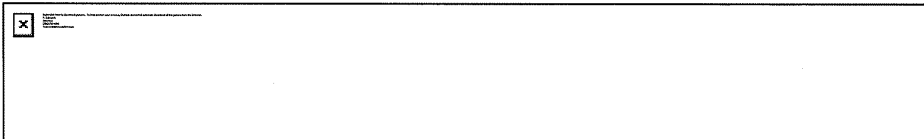
Our process server advised that Rhonda Mona appears to be evading service. Can you please accept service on her behalf?

I am aware of the prior judgment debtor examination. Notably, my client applied for the judgment debtor examination in January of 2013, but Mr. Mona successfully delayed the judgment debtor examination until November of 2013. With that background, my client is understandably skeptical about Mr. Mona's unavailability. Please let me know why your client is unavailable on June 12, 2015 and what other dates are available.

I agree that your client does not need to re-produce documents he already produced. However, at a very minimum, he needs to provide updated documents of his prior production in addition to any documents we have presently requested that were not produced previously. To avoid delay, please start gathering those documents. We are in the process of reviewing Mr. Mona's prior production and will let you know if it appears anything is missing.

Thank you and I look forward to working with you on this matter.

Tom



# Exhibit C

**Tye S. Hanseen**

---

**From:** Terry Coffing  
**Sent:** Thursday, May 28, 2015 2:16 PM  
**To:** Tom Edwards  
**Cc:** Tye S. Hanseen  
**Subject:** RE: Far West/Mona [IWOV-iManage.FID909218]

Sorry for the delay. Mona has an extensive travel schedule for the Cannavest road show. I can get you updated documents by July 8<sup>th</sup> and have Mona in town for the JD exam on July 29<sup>th</sup> or 30. I understand that this is likely not acceptable to your client and we may have to file a motion regarding the same. Rhonda Mona is not a judgment debtor. We acknowledge that you can take her deposition under NRCP 69 but she will not waive any privilege she has b/t her and her husband. Call to discuss.

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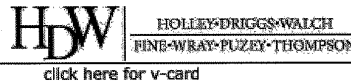
**From:** Tom Edwards [mailto:tedwards@nevadafirm.com]  
**Sent:** Thursday, May 28, 2015 9:11 AM  
**To:** Terry Coffing  
**Cc:** Andrea M. Gandara; Tye S. Hanseen  
**Subject:** RE: Far West/Mona [IWOV-iManage.FID909218]

Terry,

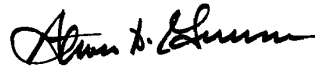
Following up on our conversation last week and my email below, it is my understanding that you were going to send me an email with: (1) an explanation why Mr. Mona is not available on June 12; (2) alternative dates for Mr. Mona's examination; and (3) an explanation for why you believe Mrs. Mona's judgment debtor examination would be futile. My recollection is that you thought you would have this information for me by last Friday. Do you have any information for me?

Thanks,  
Tom

**F. Thomas Edwards**  
Attorney



Tedwards@nevadafirm.com  
t:(702) 791-0308 f:(702) 791-1912  
400 South Fourth St. 3rd Floor Las Vegas Nevada 89101



CLERK OF THE COURT

**OPP**

F. THOMAS EDWARDS, ESQ.  
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ANDREA M. GANDARA, ESQ.  
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Facsimile: 702/791-1912

*Attorneys for Plaintiff Far West Industries*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

FAR WEST INDUSTRIES, a California  
corporation,

Plaintiff,

v.

RIO VISTA NEVADA, LLC, a Nevada limited  
liability company; WORLD DEVELOPMENT,  
INC., a California corporation; BRUCE MAIZE,  
an individual, MICHAEL J. MONA, JR., an  
individual; DOES 1 through 100, inclusive,

Defendants.

Case No.: A-12-670352-F  
Dept. No.: XV

**Date of Hearing: June 10, 2015**  
**Time of Hearing: 9:00 a.m.**

**OPPOSITION TO MOTION FOR PROTECTIVE ORDER**  
**ON ORDER SHORTENING TIME**

Plaintiff FAR WEST INDUSTRIES (“Plaintiff” or alternatively, the “Judgment  
Creditor”), by and through its attorneys, F. THOMAS EDWARDS, ESQ. and ANDREA M.  
GANDARA, ESQ. of the law firm of HOLLEY, DRIGGS, WALCH, FINE, WRAY, PUZEY &  
THOMPSON, hereby submits this Opposition to Motion for Protective Order on Order  
Shortening Time (the “Opposition”).

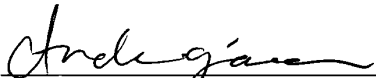
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1 This Opposition is based upon the Points and Authorities attached hereto, and the  
2 pleadings and papers on file herein.

3 Dated this 9th day of June, 2015.

4 **HOLLEY, DRIGGS, WALCH,**  
5 **FINE, WRAY, PUZEY & THOMPSON**

6 

7 F. THOMAS EDWARDS, ESQ.

8 Nevada Bar No. 9549

9 ANDREA M. GANDARA, ESQ.

10 Nevada Bar No. 12580

11 400 South Fourth Street, Third Floor

12 Las Vegas, Nevada 89101

13 *Attorneys for Plaintiff Far West Industries*

## 14 **MEMORANDUM OF POINTS AND AUTHORITIES**

### 15 **I. INTRODUCTION**

16 The Court should deny the Motion for Protective Order on Order Shortening Time (the  
17 “Motion”) filed by Defendant Michael J. Mona, Jr. (“Defendant” or “Judgment Debtor”) because  
18 Defendant abuses delays of his judgment debtor examination to stall the production of  
19 documents and hide assets in an effort to hinder Plaintiff’s ability to collect on its judgment.  
20 Defendant should not be granted another opportunity to further defraud Plaintiff. For the reasons  
21 set forth below, Plaintiff requests that the Motion be denied.

### 22 **II. FACTUAL BACKGROUND**

23 In April 2012, Plaintiff obtained a Judgment of more than \$18 million against Defendant,  
24 and others, for fraud, among other claims. *See* Judgment attached to Application for Foreign  
25 Judgment. Because Defendant refused to satisfy Plaintiff’s Judgment, Plaintiff brought the  
26 foreign judgment action that is currently before this Court. *See generally* Application for Foreign  
27 Judgment. Plaintiff first obtained an order from this Court to question Defendant in a judgment  
28 debtor examination in January 2013. *See* Order for Appearance of Judgment Debtors filed  
January 30, 2013. For more than ten months, Defendant evaded examination by denying this  
Court’s jurisdiction over him, hiring, firing, and then rehiring counsel, and outright failing to



1 appear. *See* Motion for Order to Show Cause Regarding Contempt on Order Shortening Time  
2 filed May 21, 2013, Order to Show Cause filed July 10, 2013, and Order filed October 7, 2013.  
3 He also failed to produce documentation as ordered by the Court prior to examination. *Id.* It was  
4 not until November 25, 2013 that Plaintiff was finally able to question Defendant in a judgment  
5 debtor examination and during that examination Plaintiff was shocked to learn that Defendant  
6 fraudulently transferred millions of dollars of assets in only ten days prior. His fraudulent  
7 transfer is the subject of a pending avoidance action. *See generally* Complaint, Case No. A-14-  
8 695786-B. Even though Defendant provided documentation prior to the November 25  
9 examination, he conveniently omitted any documents related to his fraudulent transfer.

10 Since the November 25, 2013 examination more than a year and a half ago Defendant has  
11 earned millions of dollars in salary and stock options, yet continues to avoid his obligation to pay  
12 Plaintiff's Judgment. To date, Plaintiff has only obtained approximately \$15,000 towards the  
13 Judgment, which has grown to more than \$23 million with interest.

14 Recently Plaintiff sought and the Court granted an Order for Examination of Judgment  
15 Debtor Michael J. Mona, Jr., Individually, and as Trustee of the Mona Family Trust Dated  
16 February 12, 2002 (the "Order") that scheduled a second judgment debtor examination of  
17 Defendant for June 12, 2015. Plaintiff served Defendant with the Order, although Defendant  
18 tried to deny who he was to evade service.

19 On May 18, 2015, counsel for Defendant acknowledged receipt of the Order but stated  
20 that Defendant was not available on June 12 for examination and asked for alternative dates  
21 without any explanation for why Defendant was unavailable or alternative dates. *See* May 18,  
22 2015 email from Tye S. Hanseen to Tom Edwards, attached as **Exhibit A** to Motion. Plaintiff's  
23 counsel responded the same day and requested an explanation for why Defendant would be  
24 unavailable for the scheduled examination because Defendant has a history of delaying his  
25 examination for several months. *See* May 18, 2015 email from Tom Edwards to Tye S. Hanseen  
26 attached as **Exhibit B** to Motion. Counsel for Plaintiff also requested that Defendant begin  
27 gathering documents for updated productions. *Id.*

28 Following the May 18, 2015 emails, counsel for the parties had a telephone conference

1 during which Plaintiff's counsel again requested an explanation for Defendant's unavailability  
2 for examination on June 12. *See* May 28, 2015 email from Tom Edwards to Terry Coffing  
3 attached as **Exhibit C** to Motion (referring to conversation prior week). Counsel for Plaintiff  
4 followed up with an email on May 28, 2015 asking for explanation for Defendant's  
5 unavailability. Counsel for Defendant responded:

6       Mona has an extensive travel schedule for the Cannavest road show. I can get  
7       you updated documents by July 8th and have Mona in town for the JD exam on  
8       July 29th or 30. I understand that this is likely not acceptable to your client and  
9       we may have to file a motion regarding the same.

10       *See* May 28, 2015 email from Terry Coffing to Tom Edwards, attached as **Exhibit C** to Motion.

11       Plaintiff's counsel requested a particular schedule for the "road show" that Defendant  
12       was allegedly traveling for but received no details regarding when Defendant was going to be  
13       gone. *See* First June 1, 2015 Email from Tom Edwards to Terry Coffing attached hereto as  
14       **Exhibit 1**. Defendant's counsel responded with an explanation what the term "road show" means  
15       but provided no information about Defendant's specific travel schedule. *See* June 1, 2015 email  
16       from Terry Coffing to Tom Edwards attached hereto as **Exhibit 2**. Counsel for Plaintiff again  
17       tried to obtain concrete dates for Defendant's travel but received no response. *See* Second June 1,  
18       2015 Email from Tom Edwards to Terry Coffing attached hereto as **Exhibit 3**. The instant  
19       Motion followed.

20       In the Motion, Defendant hides behind an unsubstantiated scheduling conflict as grounds  
21       for an unreasonably delay of his judgment debtor examination from June 12 to July 29 or 30, or  
22       approximately two months. Defendant is also requesting a continuance of the already-expired  
23       June 5, 2015 deadline to produce documents to anticipation for the judgment debtor exam.  
24       Finally Defendant is asking to not have to produce documents he submitted for the first judgment  
25       debtor exam, a request that Plaintiff has already agreed to, and to have unilateral veto authority  
26       of any questions he believes are too closely related to questioning in the prior exam.

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### III. LEGAL ARGUMENT

#### 1. Defendant Has Failed to Demonstrate Good Cause to Continue the Deadline for Production of Documents or Examination in Light of His Prior Dilatory Tactics and Fraudulent Conduct

Defendant bears the burden of proving that good cause exists to continue his examination. *See* NRCp 26(c)<sup>1</sup> (requiring demonstration of good cause). Meeting this burden requires more than mere conclusory statements regarding Defendant's unavailability. *U.S. E.E.O.C. v. Caesars Entm't, Inc.*, 237 F.R.D. 428, 432 (D. Nev. 2006) (referring to FRCP 26(c), which is similarly to NRCp 26(c)). This is particularly true here considering that Defendant previously made himself unavailable for examination for several months and used that time to fraudulently transfer millions of dollars in assets. When Plaintiff justifiably requested specific details about Defendant's travel schedule to verify his unavailability Defendant responded with the unsupported assertion that he cannot be appear on June 12, 2015, despite having a month to make arrangements. Defendant has not submitted a declaration to explain why he is so busy that is unavailable for examination until July 29 or 30. The Motion does not even state that Defendant is actually travelling on June 12, rather it generically referred to Defendant's business travel

<sup>1</sup> (c) Protective Orders. Upon motion by a party or by the person from whom discovery is sought, accompanied by a certification that the movant has in good faith conferred or attempted to confer with the other affected parties in an effort to resolve the dispute without court action, and for good cause shown, the court in which the action is pending may make any order which justice requires to protect a party or person from annoyance, embarrassment, oppression, or undue burden or expense, including one or more of the following:

- (1) that the discovery not be had;
- (2) that the discovery may be had only on specified terms and conditions, including a designation of the time or place;
- (3) that the discovery may be had only by a method of discovery other than that selected by the party seeking discovery;
- (4) that certain matters not be inquired into, or that the scope of the discovery be limited to certain matters;
- (5) that discovery be conducted with no one present except persons designated by the court;
- (6) that a deposition after being sealed be opened only by order of the court;
- (7) that a trade secret or other confidential research, development, or commercial information not be revealed or be revealed only in a designated way;
- (8) that the parties simultaneously file specified documents or information enclosed in sealed envelopes to be opened as directed by the court.

If the motion for a protective order is denied in whole or in part, the court may, on such terms and conditions as are just, order that any party or other person provide or permit discovery. The provisions of Rule 37(a)(4) apply to the award of expenses incurred in relation to the motion.

1 without providing any other information. Defendant clearly has not met his burden to show good  
2 cause for a protective order as to the scheduled document production deadline and examination  
3 in light of the complete void of substantiated facts in support of his request.

4       Instead, Defendant appears to be relying on the weak argument of inconvenience as  
5 support. However, “[a] mere showing that the discovery may involve some inconvenience . . .  
6 does not suffice to establish good cause under Rule 26(c).” *Id.* (citation omitted). Rule 26(c)  
7 states that “the court in which the action is pending may make any order which justice requires to  
8 protect a party or person from . . . undue burden. . . .” Here, it would be unjust to allow  
9 Defendant to flout his duty to appear for the July 12 examination when he has not shown that he  
10 will suffer an undue burden. He has had a month’s notice to make time on a single Friday to  
11 answer Plaintiff’s questions pursuant to this Court’s order. Given Defendant’s history in this  
12 enforcement action, Plaintiff reasonably believes allowing him more time would simply give him  
13 an opportunity to hide assets in an effort to hinder Plaintiff’s collection on its Judgment. As such  
14 the alternative dates proposed by Defendant for examination almost two months from now, July  
15 29 or 30, are unacceptable. It is also unreasonable to expect Plaintiff to wait another month for  
16 Defendant to produce updated documents when he has long been informed that his production  
17 was due on July 5, 2015.

18       Because Defendant has not shown good cause under NRCP 26(c) to continue the  
19 deadline for production of documents or the scheduled judgment debtor examination, the Motion  
20 should be denied.

21       **2. Defendant Should Not Be Allowed to Limit the Scope of Production of**  
22 **Documents or Examination**

23       Plaintiff acknowledges that Defendant has previously provided documents and been  
24 examined but that occurred more than 18 months ago and Defendant has since earned more at  
25 least \$8 million in compensation without voluntarily paying one cent toward Plaintiff’s  
26 Judgment. Plaintiff has already agreed to Defendant’s request to not have to produce previously  
27 submitted documents, rendering the Motion unnecessary to the extent it seeks the same relief.  
28 Regarding the scope of examination, Plaintiff has no intent to rehash the prior judgment debtor

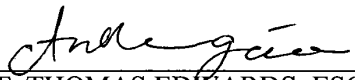
1 examination of Defendant. However, there may be a need to explore a topic that was previously  
2 discussed and an order preemptively giving Defendant a tool to limit examination to the topics  
3 he unilaterally deems related to the prior judgment debtor exam is not supported by NRCP 26(c).  
4 Plaintiff is entitled to a very thorough examination of Defendant as "post-judgment discovery is  
5 'very broad.'" See *VFS Fin. Inc. v. Specialty Fin. Corp.*, 2013 WL 1413024, \*3 (D. Nev. April 4,  
6 2013.). Accordingly, Defendant's request to limit examination should be denied.

7 **IV. CONCLUSION**

8 The Court should deny the Motion because Defendant has not met his burden under  
9 NRCP 26(c) to obtain a protective order.

10  
11 Dated this 9th day of June, 2015.

12  
13 **HOLLEY DRIGGS WALCH**  
14 **FINE WRAY PUZEY & THOMPSON**

15   
16 F. THOMAS EDWARDS, ESQ.  
17 Nevada Bar No. 9549  
18 ANDREA M. GANDARA, ESQ.  
19 Nevada Bar No. 12580  
20 400 South Fourth Street, Third Floor  
21 Las Vegas, Nevada 89101

22 *Attorneys for Plaintiff Far West Industries*

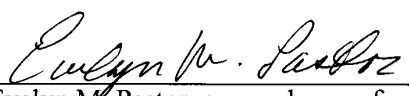
1 **CERTIFICATE OF SERVICE**

2 I certify that I am an employee of Holley, Driggs, Walch, Fine, Wray, Puzey &  
3 Thompson, and that on the 9th day of June, 2015, I served via electronic service in accordance  
4 with Administrative Order 14.2, to all interested parties, through the Court's Wiznet/Odyssey E-  
5 File & Serve, a true copy of the foregoing **OPPOSITION TO MOTION FOR PROTECTIVE**  
6 **ORDER ON ORDER SHORTENING TIME** in the above matter, addressed as follows:

7 Aurora M. Maskall, Esq.  
8 David S. Lee, Esq.  
9 LEE, HERNANDEZ, LANDRUM &  
10 GARAFALO  
11 7575 Vegas Drive, #150  
12 Las Vegas, NV 89128  
13 E-mail: [amaskall@lee-lawfirm.com](mailto:amaskall@lee-lawfirm.com)  
14 [dlee@lee-lawfirm.com](mailto:dlee@lee-lawfirm.com)  
15 [lee-lawfirm@live.com](mailto:lee-lawfirm@live.com)

Tye Hanseen, Esq.  
MARQUIS AURBACH COFFING  
1001 Park Run Drive  
Las Vegas, NV 89145  
E-mail: [thanseen@maclaw.com](mailto:thanseen@maclaw.com)  
[rwesp@maclaw.com](mailto:rwesp@maclaw.com)

12 F. Thomas Edwards, Esq.  
13 Andrea M. Gandara, Esq.  
14 HOLLEY, DRIGGS, WALCH, PUZEY &  
15 THOMPSON  
16 400 South Fourth Street, Third Floor  
17 Las Vegas, NV 89101  
18 E-mail: [tedwards@nevadafirm.com](mailto:tedwards@nevadafirm.com)  
19 [agandara@nevadafirm.com](mailto:agandara@nevadafirm.com)  
20 [nmoseley@nevadafirm.com](mailto:nmoseley@nevadafirm.com)  
21 [tnealon@nevadafirm.com](mailto:tnealon@nevadafirm.com)

22  
23  
24  
25  
26  
27  
28  
  
Evelyn M. Pastor, an employee of  
Holley, Driggs, Walch, Fine, Wray, Puzey &  
Thompson

# **EXHIBIT 1**

# **EXHIBIT 1**

---

**From:** Tom Edwards [<mailto:tedwards@nevadafirm.com>]  
**Sent:** Monday, June 01, 2015 9:58 AM  
**To:** Terry Coffing  
**Cc:** Tye S. Hanseen; Andrea M. Gandara  
**Subject:** RE: Far West/Mona [IWOV-iManage.FID909218]

Terry,

I am not familiar with the Cannavest road show. What is it? Is there a particular schedule for the road show? What is Mr. Mona's travel schedule?

Thanks,  
Tom



# **EXHIBIT 2**

# **EXHIBIT 2**

---

**From:** Terry Coffing [<mailto:tcoffing@maclaw.com>]  
**Sent:** Monday, June 01, 2015 10:03 AM  
**To:** Tom Edwards  
**Subject:** RE: Far West/Mona [IWOV-iManage.FID909218]

"road show" is a term of art in the small-cap world. When raising funds for the company via private placement of restricted shares, the companies executives typically travel extensively to promote the share offering and the company in general. I understand the position you are in and your client's feelings, thus we have prepared a quick motion to continue the JD exam

# **EXHIBIT 3**

# **EXHIBIT 3**

---

**From:** Tom Edwards  
**Sent:** Monday, June 01, 2015 10:08 AM  
**To:** 'Terry Coffing'  
**Subject:** RE: Far West/Mona [IWOV-iManage.FID909218]

Thanks for the explanation. What is Mr. Mona's travel schedule?

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Foreign Judgment**

**COURT MINUTES**

**June 10, 2015**

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A-12-670352-F	Far West Industries, Plaintiff(s) vs. Rio Vista Nevada, LLC , Defendant(s)
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<b>June 10, 2015</b>	<b>9:00 AM</b>	<b>Motion for Protective Order</b>
----------------------	----------------	--

<b>HEARD BY:</b> Hardy, Joe	<b>COURTROOM:</b> Phoenix Building Courtroom - 11th Floor
-----------------------------	--

**COURT CLERK:** Jennifer Kimmel

**RECORDER:** Matt Yarbrough

**PARTIES**

<b>PRESENT:</b>	Edwards, F. Thomas	Pltf's Attorney
	Gandara, Andrea	Pltf's Attorney
	Hansen, Tye S.	Deft. Monas' Attorney

**JOURNAL ENTRIES**

Court stated its inclinations. Matter argued and submitted. Court stated, this case has a tortured history relating to the scheduling of the examination of judgment debtor. Additionally the Defense has caused the Court concern given they have not provided any details about the travel schedule of the debtor, Mr. Mona, which should have been done.

COURT FINDS, Mr. Mona has been given sufficient notice to be present for the next examination. Accordingly, COURT ORDERED, Deft's counsel shall provide documents requested and they shall be either hand delivered to the Pltfs Counsel's office or through e-mail on or before 6/19/15.

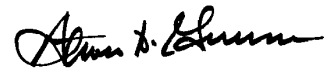
COURT FURTHER ORDERED, parties shall reach an agreement as to the date of the examination of judgment debtor which shall occur on or between 6/23/15 and 6/30/15, as mutually convenient with the opposing side. Court directed counsel to accommodate the opposing side when setting this examination.

COURT stated, the Deft. cannot unilaterally decide not to answer some of the Pltf's questions simply because he has previously answered those questions.

**A-12-670352-F**

COURT admonished Deft. is under the obligation to not transfer any non-exempt asset(s).

Court directed Mr. Edwards, Esq. to prepare the Order and submit to Mr. Hanseen, Esq. for his review and signature.



CLERK OF THE COURT

1 **NEOJ**

2 F. THOMAS EDWARDS, ESQ.

3 Nevada Bar No. 9549

4 E-mail: tedwards@nevadafirm.com

5 ANDREA M. GANDARA, ESQ.

6 Nevada Bar No. 12580

7 E-mail: agandara@nevadafirm.com

8 HOLLEY, DRIGGS, WALCH,

9 FINE, WRAY, PUZEY & THOMPSON

400 South Fourth Street, Third Floor

Las Vegas, Nevada 89101

Telephone: 702/791-0308

Facsimile: 702/791-1912

Attorneys for Plaintiff Far West Industries

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

FAR WEST INDUSTRIES, a California  
corporation,

Plaintiff,

v.

RIO VISTA NEVADA, LLC, a Nevada limited  
liability company; WORLD DEVELOPMENT,  
INC., a California corporation; BRUCE MAIZE,  
an individual, MICHAEL J. MONA, JR., an  
individual; DOES 1 through 100, inclusive,

Defendants.

Case No.: A-12-670352-F  
Dept. No.: XV

**NOTICE OF ENTRY OF ORDER  
REGARDING MOTION FOR  
PROTECTIE ORDER ON ORDER  
SHORTENING TIME**

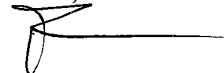
**Date: June 10, 2015**

**Time: 9:00 a.m.**

YOU, and each of you, will please take notice that an Order Regarding Motion for Protective Order on Order Shortening Time, in the above-entitled matter was filed and entered by the Clerk of the above-entitled Court on the 17<sup>th</sup> day of June, 2015, a copy of which is attached hereto.

Dated this 17th day of June, 2015.

**HOLLEY, DRIGGS, WALCH,  
FINE, WRAY, PUZEY & THOMPSON**



F. THOMAS EDWARDS, ESQ.  
ANDREA M. GANDARA, ESQ.

Attorneys for Plaintiff Far West Industries

**CERTIFICATE OF SERVICE**

I certify that I am an employee of Holley, Driggs, Walch, Fine, Wray, Puzey & Thompson, and that on the 17th day of June, 2015, I served via electronic service in accordance with Administrative Order 14.2, to all interested parties, through the Court's Odyssey E-File & Serve, a true copy of the foregoing NOTICE OF ENTRY OF ORDER REGARDING MOTION FOR PROTECTIVE ORDER ON ORDER SHORTENING TIME the above matter, addressed as follows:

MARQUIS AURBACH COFFING  
Tye Hanseen, Esq.  
[thanseen@maclaw.com](mailto:thanseen@maclaw.com)

HOLLEY, DRIGGS, WALCH, FINE, WRAY,  
PUZEY & THOMPSON

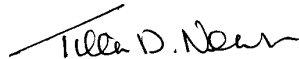
F. Thomas Edwards, Esq.  
[tedwards@nevadafirm.com](mailto:tedwards@nevadafirm.com)  
Andrea Gandara, Esq.  
[agandara@nevadafirm.com](mailto:agandara@nevadafirm.com)

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LEE HERNANDEZ, LANDRUM &  
GARAFALO  
Aurora M. Maskall, Esq.  
[amaskall@lee-lawfirm.com](mailto:amaskall@lee-lawfirm.com)  
[lee-lawfirm@live.com](mailto:lee-lawfirm@live.com)

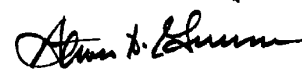
GARMAN TURNER GORDON

Erika Pike Turner, Esq.  
[Eturner@gtg.legal](mailto:Eturner@gtg.legal)



An employee of Holley, Driggs, Walch,  
Fine, Wray, Puzey & Thompson





CLERK OF THE COURT

**ORDER**

F. THOMAS EDWARDS, ESQ.  
Nevada Bar No. 9549  
E-mail: tedwards@nevadafirm.com  
ANDREA M. GANDARA, ESQ.  
Nevada Bar No. 12580  
E-mail: agandara@nevadafirm.com  
HOLLEY DRIGGS WALCH  
FINE WRAY PUZEY & THOMPSON  
400 South Fourth Street, Third Floor  
Las Vegas, Nevada 89101  
Telephone: 702/791-0308  
Facsimile: 702/791-1912

*Attorneys for Plaintiff Far West Industries*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

FAR WEST INDUSTRIES, a California  
corporation,

Plaintiff,

v.

RIO VISTA NEVADA, LLC, a Nevada limited  
liability company; WORLD DEVELOPMENT,  
INC., a California corporation; BRUCE MAIZE,  
an individual, MICHAEL J. MONA, JR., an  
individual; DOES 1 through 100, inclusive,

Defendants.

Case No.: A-12-670352-F  
Dept. No.: XV

**Hearing Date: June 10, 2015**  
**Time of Hearing: 9:00 a.m.**

**ORDER REGARDING MOTION FOR  
PROTECTIVE ORDER ON ORDER SHORTENING TIME**

The Motion for Protective Order on Order Shortening Time (the "Motion") filed by Defendant Michael J. Mona, Jr. ("Defendant" or alternatively, the "Judgment Debtor"), and the Opposition to Motion for Protective Order on Order Shortening Time (the "Opposition") filed Far West Industries ("Plaintiff" or alternatively, the "Judgment Creditor"), came on for hearing on June 10, 2015, at 9:00 a.m. F. Thomas Edwards, Esq. and Andrea M. Gandara, Esq. of the law firm of Holley, Driggs, Walch, Fine, Wray, Puzey & Thompson, appeared on behalf of Plaintiff. Tye S. Hanseen, Esq., of the law firm of Marquis Aurbach Coffing, appeared on behalf of Defendant.

JUN 12 2015

1 With no other appearances having been made, and the Court having heard the argument  
2 of counsel and having reviewed and examined the papers, pleadings and records on file in the  
3 above-entitled matter, the Court finds as follows:

4 Defendant has had sufficient one-month notice of his judgment debtor examination  
5 scheduled on June 12, 2015 by the Order for Examination of Judgment Debtor Michael J. Mona,  
6 Jr., Individually, and as Trustee of the Mona Family Trust Dated February 12, 2002 (the  
7 "Order"). He has also had sufficient notice of the June 4, 2015 deadline to produce documents to  
8 Plaintiff in advance of the judgment debtor examination as set in the Order. Although Defendant  
9 argued that his travel schedule made him unable to appear for examination or timely produce  
10 documents, neither Plaintiff's counsel nor the Court were provided details regarding Defendant's  
11 travel schedule until it was announced by Defendant's counsel in open court during the June 10,  
12 2015, hearing. The Court does not have comfort that Defendant is taking this proceeding  
13 seriously based on the history of this case.

14 Based on the foregoing, and good cause appearing:

15 **IT IS HEREBY ORDERED** that the deadline for Defendant to produce documents in  
16 response to each of the 31 items identified in Exhibit "1" attached to the Order is continued from  
17 June 4, 2015 to June 19, 2015, at 5:00 p.m.;

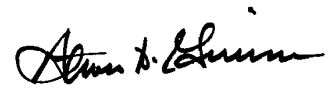
18 **IT IS HEREBY FURTHER ORDERED** that Defendant must produce documents in  
19 response to each of the 31 items identified in Exhibit "1" attached to the Order, to counsel for  
20 Plaintiff, by email or hand delivery, on or before June 19, 2015, at 5:00 p.m.;

21 **IT IS HEREBY FURTHER ORDERED** that the Defendant's judgment debtor  
22 examination is continued from June 12, 2015 to a date agreed upon by the parties between and  
23 including June 23, 2015 through June 30, 2015;

24 **IT IS HEREBY FURTHER ORDERED** that Defendant must appear for a judgment  
25 debtor examination at the law offices of Holley, Driggs, Walch, Fine, Wray, Puzey & Thompson,  
26 400 South Fourth Street, Third Floor, Las Vegas, Nevada 89101, on a date agreed upon by the  
27 parties between and including June 23, 2015 and June 30, 2015;

28 ///





CLERK OF THE COURT

**EPAO**  
F. THOMAS EDWARDS, ESQ.  
Nevada Bar No. 9549  
E-mail: tedwards@nevadafirm.com  
ANDREA M. GANDARA, ESQ.  
Nevada Bar No. 12580  
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FINE WRAY PUZEY & THOMPSON  
400 South Fourth Street, Third Floor  
Las Vegas, Nevada 89101  
Telephone: 702/791-0308  
Facsimile: 702/791-1912

*Attorneys for Plaintiff Far West Industries*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

FAR WEST INDUSTRIES, a California  
corporation,

Plaintiff,

v.

RIO VISTA NEVADA, LLC, a Nevada limited  
liability company; WORLD DEVELOPMENT,  
INC., a California corporation; BRUCE MAIZE,  
an individual, MICHAEL J. MONA, JR., an  
individual; DOES 1 through 100, inclusive,

Defendants.

Case No.: A-12-670352-F  
Dept. No.: XV

**EX PARTE APPLICATION FOR ORDER TO SHOW CAUSE WHY  
ACCOUNTS OF RHONDA MONA SHOULD NOT BE SUBJECT TO EXECUTION  
AND WHY THE COURT SHOULD NOT FIND THE MONAS IN CONTEMPT**

Plaintiff FAR WEST INDUSTRIES (“Plaintiff” or alternatively, the “Judgment  
Creditor”), by and through its attorneys, F. THOMAS EDWARDS, ESQ. and ANDREA M.  
GANDARA, ESQ. of the law firm of HOLLEY, DRIGGS, WALCH, FINE, WRAY, PUZEY &  
THOMPSON, hereby respectfully requests that this Court issue an order to show cause: (1) why  
the bank accounts in the name of Rhonda Mona, wife of Judgment Debtor Michael Mona, Jr.,  
should not be subject to execution to satisfy Plaintiff’s judgment; and (2) why the Court should  
not sanction the Monas and find Mr. Mona in contempt of Court for failure to comply with Court  
orders demanding production of documents and for lying during the previous judgment debtor

1 examination.

2 During the judgment debtor examination of Mrs. Mona on July 26, 2015, Plaintiff learned  
3 some startling information about the Monas' extensive efforts to conceal assets. First, Plaintiff  
4 learned that the Monas have been actively concealing community property money, which is  
5 clearly subject to execution to satisfy Plaintiff's Judgment, by simply depositing the money into  
6 a bank account in the name of Mrs. Mona. The Monas have never disclosed the bank records  
7 related to this account, despite Court orders requiring them to do so.

8 Second, when the Mona family found itself with approximately \$6.8MM in cash after  
9 liquidating securities in 2013, the Monas undertook a series of transactions to hide and dispose of  
10 the cash with the intent to hinder, delay and defraud their creditors, including, but not limited to,  
11 Plaintiff. Specifically, the Mona's executed a "Post-Marital Property Settlement Agreement"  
12 purporting to equally split the \$6.8MM between Mr. and Mrs. Mona as their separate property,  
13 with the hope of at least protecting half of the money from Mr. Mona's creditors. Mrs. Mona  
14 then made a few investments and the remainder of the cash is sitting in a different bank account  
15 in Mrs. Mona's name only. Mr. Mona failed to disclose these documents in advance of his prior  
16 judgment debtor examination and, in fact, lied about the transaction when asked at his prior  
17 judgment debtor examination. Likewise, the Monas have failed to disclose the associated bank  
18 records, despite Court orders requiring them to do so.

19 For these reasons, Plaintiff respectfully requests that this Court issue an order to show  
20 cause: (1) why the bank accounts in the name of Mrs. Mona should not be subject to execution to  
21 satisfy Plaintiff's judgment; and (2) why the Court should not sanction the Monas and find Mr.  
22 Mona in contempt of Court for failure to comply with Court orders demanding production of  
23 documents and for lying during the previous judgment debtor examination. This Motion is based

24 ///

25 ///

26 ///

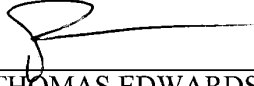
27 ///

28 ///

1 upon the following Memorandum of Points and Authorities and the pleadings and papers on file  
2 herein.

3 Dated this 29<sup>th</sup> day of June, 2015.

4 **HOLLEY, DRIGGS, WALCH,**  
5 **FINE, WRAY, PUZEY & THOMPSON**

6   
7 F. THOMAS EDWARDS, ESQ.  
8 Nevada Bar No. 9549  
9 ANDREA M. GANDARA, ESQ.  
10 Nevada Bar No. 12580  
11 400 South Fourth Street, Third Floor  
12 Las Vegas, Nevada 89101

13 *Attorneys for Plaintiff Far West Industries*

14 **MEMORANDUM OF POINTS AND AUTHORITIES**

15 **I.**

16 **BACKGROUND**

17 As previously noted by the Court, this case has a tortured history and it does not appear  
18 that Mr. Mona is taking this proceeding seriously. See Order Regarding Motion for Protective  
19 Order on Shortening Time, entered 6/17/15. The information we learned at the judgment debtor  
20 examination of Mr. Mona's wife on June 26, 2015, only confirms this Court's concerns that Mr.  
21 Mona and his family are not taking this proceeding seriously. Although we certainly had  
22 suspicions, we now know that the Monas have been concealing assets, failed to disclose  
23 documents required by Court order and failed to testify completely and accurately at the prior  
24 judgment debtor examination. Plaintiff simply requests that this Court put an end to the Monas'  
25 games and fraudulent attempts to avoid Plaintiff's judgment.

26 **A. Initial Judgment Debtor Examination Proceedings**

27 On January 30, 2013, the Court entered its original order for the judgment debtor  
28 examination of Mr. Mona. The order set forth a list of documents that Mr. Mona was required to  
produce, including:

1 8. **Documents reflecting all assets** (real, personal or mixed),  
2 whether owned by you individually, in any partnership or  
3 corporation form or in joint tenancy or in tenancy in common for  
4 the past five (5) years.

5 11. **A copy of all statements, and a copy of each check**  
6 **register for each account, for each and every financial**  
7 **institution** (including but not limited to all banks, savings and  
8 loans, credit unions, and brokerage houses) where you have an  
9 account, where you have signature authority on an account, **or in**  
10 **which you have held or now hold an interest** from January 2005  
11 through to the present.

12 12. **A copy of all bank statements**, deposit slips, and canceled  
13 checks for all bank, money market accounts which you own or in  
14 which you owned any interest whatsoever, or on which you were  
15 authorized to draw checks, **whether said documents were in your**  
16 **name alone, in the name of another person/entity**, or in the  
17 name of another and yourself as joint tenants, for the period of  
18 three (3) years prior to the date hereof.

19 13. **All savings account passbooks, bank statements and**  
20 **certificates of deposit for any and all accounts, in which you**  
21 **owned any interest whatsoever**, or from which you were  
22 authorized to make withdrawals, whether said accounts were in  
23 your name alone, in the name of any other person, or in your name  
24 and another as joint tenants, for the period of five (5) years prior to  
25 the date hereof.

26 39. **Copies of any and all contracts to which you are a party**  
27 entered into within the last five (5) years.

28 See Ex. A to Order entered 1/30/13 (emphasis added).

After months of delays by Mr. Mona, including failing to appear for duly scheduled judgment debtor examinations, the Court entered another order on October 7, 2013 setting forth deadlines for the completion of the document production by Mr. Mona and for the scheduling of the judgment debtor examination for no later than November of 2013. Specifically, the Court ordered that Mr. Mona complete his production of the documents by September 25, 2013:

IT IS HEREBY ORDERED AND ADJUGED AND DECREED that said Defendants shall complete their production, constituting approximately two additional boxes of documents and represented by said Defendant's counsel, to counsel for Plaintiff, no later than 5:00 p.m. (PDT) on Wednesday, September 25, 2013.

See Order entered 10/7/13, 2:9-13. Mr. Mona purportedly complied with Court's orders by producing approximately 30,000 pages of documents, which can only be characterized as a "document dump."

1 Unbeknownst to Plaintiff, despite the substantial production, Mr. Mona failed to produce  
2 his Post-Marital Property Settlement Agreement, attached hereto as **Exhibit 1**. In the Post-  
3 Marital Property Settlement Agreement, Mr. and Mrs. Mona explain that they have sold their  
4 community property shares of Medical Marijuana, Inc., for \$6,813,202.20. Id. The Agreement  
5 then purports to divide the proceeds equally between themselves as their separate property, with  
6 each receiving \$3,406,601.20. Id.

7 Notably, the Post-Marital Property Settlement Agreement was executed by the Monas on  
8 September 13, 2013. This date is significant for two primary reasons. First, the Agreement was  
9 in existence prior to the Court ordered deadline for Mr. Mona to supplement his document  
10 production on September 25, 2013. As the Post-Marital Property Settlement Agreement was a  
11 contract to which Mr. Mona was a party, Mr. Mona had an obligation to produce the Agreement  
12 pursuant to the Court order scheduling the examination and the subsequent order re-setting the  
13 deadline to supplement the production. See Court orders dated 1/30/13 and 10/7/13. Mr.  
14 Mona's failure to produce the Agreement was a blatant violation of the Court's orders and shows  
15 that he was attempting to conceal the purported transfer to his wife.

16 Second, the proximity in time between the September 13, 2013, Post-Marital Property  
17 Settlement Agreement and the upcoming judgment debtor examination on November 25, 2013,  
18 shows that the intent of the Agreement was to hinder, delay and defraud Plaintiff in its efforts to  
19 execute upon the Judgment. Moreover, as further evidence that the Post-Marital Property  
20 Settlement Agreement was intended hinder, delay and defraud Plaintiff in its efforts to execute  
21 upon the Judgment, when asked at his judgment debtor examination what he did with the more  
22 than \$6MM in stock sale proceeds, Mr. Mona lied and failed to disclose the transfer of \$3.4MM  
23 to his wife. Specifically, at the judgment debtor examination on November 25, 2013, Mr. Mona  
24 testified as follows:

25 **Q. When you got out of Alpine Securities, how much was the**  
26 **stock worth?**

27 **A. About \$0.12 a share.**

28 **Q. And translate that into an aggregate.**



1 A. About \$6 million.

2 **Q. Did you cash out?**

3 A. Yes.

4 **Q. What did you do with that \$6 million?**

5 A. Paid bills.

6 **Q. What bills?**

7 A. Paid off some debts that I had.

8 **Q. What bills?**

9 A. Just personal bills. Gave 2.6 – loaned \$2.6 million to Roen  
10 Ventures.

11 See Transcript of 11/25/13 Judgment Debtor Examination of Mr. Mona, 9:8-21, attached hereto  
12 as **Exhibit 2**. While Mr. Mona confessed to a “loan” to Roen Ventures of \$2.6MM, which is  
13 now the subject of a fraudulent transfer action pending before Judge Gonzalez, Mr. Mona failed  
14 to disclose the purported transfer of \$3.4MM to his wife just a few weeks before the judgment  
15 debtor examination. Mr. Mona first failed to produce the Post-Marital Property Settlement  
16 Agreement in violation of the Court’s orders and then lied about the transaction at his judgment  
17 debtor examination. Not only is Mr. Mona failing to take this proceeding seriously, he is  
18 flouting the authority of the Court.

19 **B. Current Judgment Debtor Examination Proceedings**

20 On May 13, 2015, the Court entered orders scheduling the judgment examinations of Mr.  
21 and Mrs. Mona. The order set forth a list of documents that Mr. and Mrs. Mona were required to  
22 produce, including:

23 1. For the period beginning April 2012 through the present  
24 date, **financial documents of Judgment Debtor, including, but**  
25 **not limited to, but not limited to, statements for checking,**  
26 **savings or other financial accounts,** securities brokerage  
27 accounts, certificates of deposit, shares in banks, savings and loan,  
28 thrift, building loan, credit unions, or brokerage houses or  
cooperative, and records of income, profits from companies, cash  
on hand, safe deposit boxes, deposits of money with any other  
institution or person, cash value of insurance policies, federal and  
state income tax refunds due or expected, any debt payable to or  
held by or for Judgment Debtor, checks, drafts, notes, bonds,  
interest bearing instruments, accounts receivable, liquidated and

1                   unliquidated claims of any nature, or any and all other assets.

2                   23.   For the period beginning April 2012 through the present  
3                   date, Documents relating to monies, gifts, bequests, **dispositions,**  
4                   **or transfers paid or given to Judgment Debtor.**

5                   26.   For the period beginning April 2012 through the present  
6                   date, Documents relating to all tangible or intangible property or  
7                   **other assets sold, assigned, transferred, or conveyed by**  
8                   **Judgment Debtor to any person** or entity.

9                   29.   Documents evidencing any and all other intangible  
10                  personal, tangible, and/or real property of Judgment Debtor not  
11                  already identified in the items set forth above.

12                  See Orders entered 5/13/15.

13                  Just as with the initial judgment debtor examination proceedings, Mr. Mona attempted to  
14                  delay the production of documents and the examination by seeking a protective order. Finding  
15                  that Mr. Mona was not taking these proceedings seriously and that he had sufficient notice of the  
16                  production and examination, the Court reiterated Mr. Mona's obligation to produce documents  
17                  and appear for the judgment debtor examination. See Order entered 6/17/15. The Monas  
18                  purported to comply with their production obligations by producing approximately 1,000  
19                  documents.

20                  Among the documents recently produced was the Post-Marital Property Settlement  
21                  Agreement that the Monas should have produced almost 2 years ago. However, as Plaintiff only  
22                  learned at the judgment debtor examination of Mrs. Mona, the Monas are still withholding bank  
23                  records on the basis that a number of bank accounts are in the name of Mrs. Mona only, despite  
24                  the fact that the accounts hold community property.

25                  Mrs. Mona begrudgingly testified at her judgment debtor examination that she has three  
26                  (3) different bank accounts in her name. The first account is a checking account at Bank of  
27                  George, which contains earnings from design projects performed by Mrs. Mona during the  
28                  marriage, such that the funds are community property. The second account is a money market  
                  account at the Bank of George, which contains the remainder on the \$6.8MM purportedly split  
                  between Mr. and Mrs. Mona. As shown below, the attempt to split the \$6.8MM was a fraudulent  
                  transfer, such that the remaining funds are also community property. The third account is a

1 checking account from Bank of Nevada, which is purportedly funded through the money market  
2 account at Bank of George, and thus also contains community property. The Monas failed to  
3 produce any records related to these three (3) accounts. Despite the Monas' substantial efforts to  
4 conceal these funds, they are community property subject to execution to satisfy Plaintiff's  
5 judgment.

## 6 II.

### 7 ANALYSIS

8 Mr. and Mrs. Mona have been married for 32 years. See Rough Transcript of 6/26/15  
9 Judgment Debtor Examination of Mrs. Mona, 31:7-9, attached hereto as **Exhibit 3**. All assets  
10 earned and liabilities incurred during that time are presumptively community property. As  
11 shown in the underlying Judgment and Findings of Fact and Conclusions of Law, attached hereto  
12 as **Exhibit 4**, Mr. Mona incurred his liability to Plaintiff during the marriage, such that the debt  
13 is a community debt. The Monas cannot avoid this community debt by making fraudulent  
14 transfers.

15 Nevada is a community property state. Mullikin v. Jones, 278 P.2d 876, 880 (Nev.  
16 1955). Property acquired during a marriage presumptively is community property. See id.; NRS  
17 123.220; Fick v. Fick, 851 P.2d 445, 448 (Nev. 1993). Spouses have "present, existing and equal  
18 interests" in community property during the marriage. NRS 123.225(1).

19 A debt incurred during marriage presumptively is a community debt. Norwest Fin. v.  
20 Lawver, 849 P.2d 324, 326 (Nev. 1993). A creditor owed a community debt thus can collect  
21 from the entirety of the community. United States v. ITT Consumer Fin. Corp., 816 F.2d 487,  
22 491 n. 12 (9th Cir.1987) (interpreting NRS 123.050). A tort committed during the marriage by  
23 one spouse is considered a community debt, and the entirety of the community property is  
24 subject to a judgment against the tortfeasor spouse, even if the other spouse was not a named  
25 party to the suit. Randono v. Turk, 466 P.2d 218, 223-24 (Nev. 1970); see also F.T.C. v.  
26 Neiswonger, 580 F.3d 769, 776 (8th Cir.2009) (analyzing Nevada law). Married couples cannot  
27 avoid community debts by making fraudulent transfers. Henry v. Rizzolo, 2012 WL 1376967,  
28 \*3 (D. Nev. April 19, 2012).

1           **A.    The Checking Account at Bank of George is Community Property Upon**  
2           **Which Plaintiff Can Execute**

3           During her judgment debtor examination, Mrs. Mona reluctantly testified that she has a  
4           checking account at Bank of George in which she holds approximately \$190,000.00 that she  
5           earned from design work performed during the marriage. As Mrs. Mona earned the income  
6           during the marriage, it is community property subject to execution by Plaintiff.

7           **Q     Do you have any other accounts that are solely in your**  
8           **name?**

9           A     Yes.

10          **Q     Where are those accounts?**

11          A     Bank of George.

12          **Q     Okay. Multiple accounts at Bank of George?**

13          A     The other one is a checking account that I actually write my  
              bills out of.

14       See Ex. 3, 26:6-14.

15          **Q     I see. Okay. Then what is the amount in the Bank of**  
16          **George checking account?**

17          A     That's just my mine. It's been mine for forever. Nothing to  
              do with my husband install, never has anything to do with him.

18          **Q     Okay. And so what balance is in that account?**

19          A     Do I have to answer?

20       MR. COFFING:     Well, this is an account that predated the  
21       judgment, and so ...

22       THE WITNESS:     No, it's got nothing to do with him.

23       MR. COFFING:     It has nothing to do with -- with anything  
              related to the judgment, it predates it, so this is kind of --

24       THE WITNESS:     It's money that I had -- I got paid for  
25       working, so it's money -- it's my own money.

26       **BY MR. EDWARDS:     Okay. And I appreciate that, but I**  
              **need to know the answer.**

27       MR. COFFING:     To the best of your knowledge, what's the --

28       THE WITNESS:     About 190,000.

1 **BY MR. EDWARDS:** In the Bank of George checking  
2 **account?**  
3 A Uh-huh.  
4 **Q Okay. So that's money you owned – you earned from**  
5 **working?**  
6 A Uh-huh.  
7 **Q What do you do for work?**  
8 A Designer.  
9 **Q And when did you do this designer work to earn that**  
10 **190,000 -- I guess it was probably multiple jobs?**  
11 A No, I actually got one lump sum for 200,000.  
12 **Q Okay. When did you get that lump sum?**  
13 A Approximately eight years ago, maybe. Seven, six, I don't  
14 know.  
15 **Q So you got about approximately \$200,000 lump sum,**  
16 **and you've only spent about 10,000 of it so far?**  
17 A No, it goes up and down, you know. Yeah. Yeah, for the  
18 most part, that's what my balance has been, yeah.  
19 **Q I see. And it goes up when you do [other] work and you**  
20 **put money in there?**  
21 A When I put money in there, but just by a few thousand  
22 dollars, that's it.  
23 See Ex. 3, 27:19-29:19.

24 Mrs. Mona confirmed that the money held in the Bank of George checking account was  
25 earned during the marriage. As such, it is presumptively community property. As the debt owed  
26 to Plaintiff was incurred during the marriage, it is a community debt and entirety of the  
27 community property is subject to Plaintiff's judgment. Accordingly, Plaintiff respectfully  
28 requests that this Court enter an order to show cause why this account should not be subject to  
execution to satisfy Plaintiff's judgment.

26 ///

27 ///

28 ///

1           **B.    The Money Market Account at Bank of George is Community Property**  
2           **Upon Which Plaintiff Can Execute**

3           The Post-Marital Property Settlement Agreement was unquestionably a fraudulent  
4 transfer intended to hinder, delay and defraud Plaintiff in its efforts to execute upon the  
5 Judgment. Married couples cannot avoid community debts by making fraudulent transfers.  
6 Henry v. Rizzolo, 2012 WL 1376967, \*3 (D. Nev. April 19, 2012). Therefore, Plaintiff is  
7 entitled to execute on the money purportedly transferred to Mrs. Mona in the Post-Marital  
8 Property Settlement Agreement, the remainder of which is purportedly sitting in a money market  
9 account at Bank of George in Mrs. Mona's name.

10          A fraudulent transfer is one intended to "hinder, delay or defraud any creditor of the  
11 debtor." NRS 112.180(1)(a). In determining intent, the Court considers certain badges of fraud,  
12 including whether:

- 13           1) The transfer or obligation was to an insider;
- 14           2) The debtor retained possession or control of the property transferred after the transfer;
- 15           3) The transfer or obligation was disclosed or concealed;
- 16           4) Before the transfer was made or obligation was incurred, the debtor had been sued or  
17           threatened with suit;
- 18           5) The transfer was of substantially all the debtor's assets;
- 19           6) The debtor removed or concealed assets;
- 20           7) The debtor was insolvent or became insolvent shortly after the transfer was made or  
21           the obligation was incurred; and
- 22           8) The transfer occurred shortly before or shortly after a substantial debt was incurred.

23          See NRS 112.180(2).

24          As shown below, each of these factors supports a finding that the Monas' attempt to  
25 divide the \$6.8MM proceeds was a fraudulent transfer. As such, the proceeds remain  
26 community property, subject to execution by Plaintiff.

27          ///

28          ///

1           **1) The transfer was to an insider.**

2           An “insider” is a relative of the debtor. NRS 112.150)7(a)(1). Mrs. Mona, as Mr.  
3           Mona’s wife, is clearly an insider. Thus, this factor weighs in favor of finding intent to engage  
4           in a fraudulent transfer.

5           **2) The debtor retained possession or control of the property transferred after the**  
6           **transfer.**

7           Although Mrs. Mona was purportedly entitled to receive \$3.4MM pursuant to the Post-  
8           Marital Property Settlement Agreement, she testified that she believes she only received  
9           approximately \$2MM. See Ex. 3, 21:18-23. Accordingly, Mr. Mona retained possession and  
10          control of at least \$1.4MM of the \$3.4MM that should have otherwise been transferred to Mrs.  
11          Mona. Thus, this factor weighs in favor of finding intent to engage in a fraudulent transfer.

12          **3) The transfer was concealed.**

13          As explained above, Mr. Mona failed to disclose the Post-Marital Property Settlement  
14          Agreement as required by the orders associated with the initial judgment debtor proceedings in  
15          2013. When asked what he did with the \$6.8MM proceeds at his judgment debtor examination  
16          in 2013, Mr. Mona concealed that he purportedly transferred half of the money to his wife just a  
17          few weeks before the judgment debtor examination. Even now, the Monas continue to conceal  
18          the bank records to reflect where the proceeds are deposited. Thus, this factor weighs in favor of  
19          finding intent to engage in a fraudulent transfer.

20          **4) Before the transfer was made, the debtor had been sued.**

21          Before the Monas finalized the transfer pursuant to the Post-Marital Property Settlement  
22          Agreement on September 13, 2013, Plaintiff had sued and recovered judgment against Mr. Mona  
23          and his trust. See Ex. 4. Thus, this factor weighs in favor of finding intent to engage in a  
24          fraudulent transfer.

25          **5) The transfer was of substantially all of the debtor’s assets.**

26          The purported transfer of the \$6.8MM from the community estate to Mr. and Mrs. Mona,  
27          separately, constituted substantially all of the community estate’s assets. Thus, this factor  
28          weighs in favor of finding intent to engage in a fraudulent transfer.

1           **6) The debtor removed or concealed assets.**

2           Mr. Mona's purported transfer of the \$3.4MM to his wife was clearly an attempt to  
3           conceal assets, as confirmed by his concealment of the Post-Marital Property Settlement  
4           Agreement in 2013 and his concealment of the transaction at his 2013 judgment debtor  
5           examination. Thus, this factor weighs in favor of finding intent to engage in a fraudulent  
6           transfer.

7           **7) The debtor was insolvent or became insolvent shortly after the transfer was**  
8           **made.**

9           Ever since Plaintiff obtained judgment against Mr. Mona in April of 2012, Mr. Mona has  
10          been insolvent, either by his lack of assets necessary to satisfy the judgment or his failure to pay  
11          the debt to Plaintiff as it became due. NRS 112.160. When the purported transfer occurred on  
12          September 13, 2013 pursuant to the Post-Marital Property Settlement Agreement, Mr. Mona was  
13          insolvent. Thus, this factor weighs in favor of finding intent to engage in a fraudulent transfer.

14          **8) The transfer occurred shortly before or shortly after a substantial debt was**  
15          **incurred.**

16          The proximity in time between the September 13, 2013, Post-Marital Property Settlement  
17          Agreement and the upcoming judgment debtor examination on November 25, 2013, shows that  
18          the intent of the Agreement was to hinder, delay and defraud Plaintiff in its efforts to execute  
19          upon the Judgment. Thus, this factor weighs in favor of finding intent to engage in a fraudulent  
20          transfer.

21          As each of these badges of fraud indicates that the purported transfer pursuant to the  
22          Post-Marital Property Settlement Agreement was to hinder, delay and defraud Plaintiff in its  
23          efforts to execute upon the Judgment, the purported transfer was fraudulent. Married couples  
24          cannot avoid community debts by making fraudulent transfers. Henry v. Rizzolo, 2012 WL  
25          1376967, \*3 (D. Nev. April 19, 2012). The money purportedly transferred to Mrs. Mona, the  
26          remainder of which is currently deposited in a money market account with Bank of George, does  
27          not alter the presumptive nature of the money as community property. Accordingly, Plaintiff  
28          respectfully requests that this Court enter an order to show cause why this account should not be



1 subject to execution to satisfy Plaintiff's judgment.

2 **C. The Checking Account at Bank of Nevada is Community Property Upon**  
3 **Which Plaintiff Can Execute**

4 Mrs. Mona testified that her third, and previously undisclosed account, at Bank of  
5 Nevada is funded from the Bank of George money market account.

6 **Q And when you need to pay your monthly bills, do I**  
7 **understand you take the money from the Bank of George**  
8 **money market account and put it into the Bank of Nevada**  
9 **account?**

10 **A Correct.**

11 **Q Okay. Are there other sources of money for the Bank of**  
12 **George money market account?**

13 **A No.**

14 See Ex. 3, 32:7-14. Therefore, for the same reasons that Plaintiff can execute upon the Bank of  
15 George money market account, Plaintiff can execute upon the Bank of Nevada account.  
16 Accordingly, Plaintiff respectfully requests that this Court enter an order to show cause why this  
17 account should not be subject to execution to satisfy Plaintiff's judgment.

18 **D. The Monas Must be Sanctioned and Held in Contempt for Their Failures to**  
19 **Produce Records and for Lying Under Oath**

20 As set forth above, the Monas are not taking this proceeding seriously. Mr. Mona failed  
21 to produce the Post-Marital Property Settlement Agreement in violation of both the January 30,  
22 2013 order initially setting the judgment debtor examination and the subsequent order dated  
23 October 7, 2013, which required that Mr. Mona supplement his production no later than  
24 September 25, 2013. Then, at the November 25, 2013, when asked what he did with the  
25 \$6.8MM, Mr. Mona lied under oath and said that he just paid bills – concealing the purported  
26 transfer of \$3.4MM to his wife just a few weeks earlier. Even now, after the Court has already  
27 articulated that it is concerned that Mr. Mona is not taking this proceeding seriously, the Monas  
28 continue to conceal bank account records under the ruse that the accounts are in the name of Mrs.  
Mona only. Repeated violations of Court orders and lying under oath are very serious offenses,  
warranting serious consequences.

1 The Court has wide latitude in determining the appropriate sanctions for violation of  
2 court orders. NRCP 37 provides that:

3 [I]f a party fails to obey an order to provide or permit discovery . . .  
4 the court in which the action is pending may make such orders in  
regard to the failure as are just, and among others the following:

5 (A) An order that the matters regarding which the order was  
6 made or any other designated facts shall be taken to be established  
for the purposes of the action in accordance with the claim of the  
party obtaining the order;

7 (B) An order refusing to allow the disobedient party to support  
8 or oppose designated claims or defenses, or prohibiting that party  
from introducing designated matters in evidence;

9 (C) An order striking out pleadings or parts thereof, or staying  
10 further proceedings until the order is obeyed, or dismissing the  
11 action or proceeding or any part thereof, or rendering a judgment  
by default against the disobedient party;

12 (D) In lieu of any of the foregoing orders or in addition thereto,  
13 an order treating as a contempt of court the failure to obey any  
orders except an order to submit to a physical or mental  
14 examination;

15 NRCP 37(b)(2). In addition to these sanction, “the court shall require the party failing to obey  
16 the order or the attorney advising that party or both to pay the reasonable expenses, including  
17 attorney fees, caused by the failure, unless the court finds that the failure was substantially  
justified or that other circumstances make an award of expenses unjust.” Id. (emphasis added).

18 Nevada statute also outlines what sanctions may be available for finding a party in  
19 contempt, including:

20 (1) A fine of \$500;

21 (2) Imprisonment for up to 25 days or until the person performs the act required by  
22 the Court, whichever is longer; and

23 (3) Reasonable expense, including, without limitation, attorney’s fees incurred by the  
24 party as a result of the contempt.

25 See NRS 22.100 and 22.110.

26 Considering the Court’s broad authority and the serious and repeated nature of Monas’  
27 wrongful conduct, Plaintiff proposes the following sanctions:  
28

1           1.     An order that the purported transfer pursuant to the Post-Marital Property  
2 Settlement Agreement is a fraudulent transfer, and the facts proving the fraudulent transfer,  
3 including the badges of fraud outlined above, are deemed established;

4           2.     An order that the facts entitling Plaintiff to execute upon the bank accounts in the  
5 name of Mrs. Mona are deemed established;

6           3.     An order that the Monas are prohibited from claiming that any money purportedly  
7 transferred pursuant to the Post-Marital Property Settlement Agreement and any money in the  
8 bank accounts in the name of Mrs. Mona are exempt from execution;

9           4.     A finding that Mr. Mona is in contempt of Court;

10          5.     A fine of \$500;

11          6.     An order that the Monas immediately produce any previously undisclosed bank  
12 records for the past 5 years, regardless of whose name is on the account.

13          7.     An award of Plaintiff's reasonable expenses, including, without limitation,  
14 attorney's fees and costs incurred as a result of the failure to comply with the Court's orders and  
15 the contempt (within 5 days after entry of the order allowing Plaintiff's reasonable expenses,  
16 Plaintiff will submit a bill of fees and costs); and

17          8.     An order that Mr. Mona is imprisoned until he: (a) pays the \$500 fine; (b)  
18 provides any previously undisclosed bank records for the past 5 years, regardless of whose name  
19 is on the account; and (3) pays Plaintiff's reasonable expenses as allowed by the Court.

20               The Monas' repeated violations of Court orders and lying under oath are very serious  
21 offenses that justify these serious sanctions.

### 22                               CONCLUSION

23               For these reasons, Plaintiff respectfully requests that this Court issue an order to show  
24 cause: (1) why the bank accounts in the name of Rhonda Mona, wife of Judgment Debtor  
25 Michael Mona, Jr., should not be subject to execution to satisfy Plaintiff's judgment; and (2) why  
26 the Court should not sanction the Monas and find Mr. Mona in contempt of Court for failure to  
27 comply with Court orders demanding production of documents and for lying during the previous  
28 judgment debtor examination. Further, to prevent any additional fraudulent transfers, Plaintiff

1 requests that the Court order that Mr. and Mrs. Mona be prohibited from effectuating any  
2 transfers or otherwise disposing of or encumbering any property not exempt from execution until  
3 further order of this Court.

4 Dated this 29<sup>th</sup> day of June, 2015.

5 **HOLLEY DRIGGS WALCH**  
6 **FINE WRAY PUZEY & THOMPSON**

7 

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# **EXHIBIT 1**

# **EXHIBIT 1**

**POST-MARITAL PROPERTY SETTLEMENT AGREEMENT**

THIS POST-MARITAL PROPERTY SETTLEMENT AGREEMENT ("Agreement") is made and entered into on the 13 day of Sept 2013, by and between RHONDA HELENE MONA ("RHONDA"), a resident of the County of Clark, State of Nevada, and MICHAEL JOSEPH MONA ("MIKE"), a resident of the County of Clark, State of Nevada. MIKE and RHONDA sometimes will be collectively referred to in this Agreement as the "parties", and individually may be referred to as a "party."

**WITNESSETH:**

WHEREAS, the parties to this Agreement were married on October 17, 1982, in Las Vegas, Nevada, and ever since such date have been and now are married to each other;

WHEREAS, during the entirety of their 30 years of marriage, the parties have been, and currently are, residents of the State of Nevada;

WHEREAS, Nevada being a community property state, all the property acquired during the parties marriage has been acquired as community property;

WHEREAS, by way of this Agreement, and pursuant to Nevada law, the parties intend to equally divide between themselves that certain specific community property referenced below in this Agreement, and thereby making such property the sole and separate property of each party;

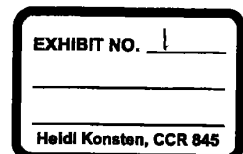
WHEREAS, on or about December 3, 2012, the parties acquired, as their community property, 30,000,000 shares of the corporate stock of Medical Marijuana, Inc, an Oregon corporation ("MMI");

WHEREAS, on or about January 15, 2013, the parties acquired, as their community property, and additional 7,337,500 shares of the MMI corporate stock;

WHEREAS, between the months of March through August 2013, the parties sold all of their 37,337,500 shares of the MMI corporate stock for \$6,813,202.20;

*RHM*  
RHM

*MMI*  
MMI



MONA 2nd JDE - 00263

WHEREAS, it is the parties' intent to acknowledge, confirm, and document their equal division between themselves of the said \$6,813,202.20 they received from the sale of their MMI corporate stock, with RHONDA receiving \$3,406,601.10 of such monies as her sole and separate property, and MIKE receiving the remaining \$3,406,601.10 as his sole and separate property;

WHEREAS, the parties enter into this Agreement pursuant to the provisions of NRS 123.080, and the parties expressly acknowledge and understand that NRS 123.080 provides as follows:

1. A husband and wife cannot by any contract with each other alter their legal relations except as to property, and except that they may agree to an immediate separation and may make provision for the support of either of them and of their children during such separation.
2. The mutual consent of the parties is a sufficient consideration for such an agreement as is mentioned in subsection 1.
3. In the event that a suit for divorce is pending or immediately contemplated by one of the spouses against the other, the validity of such agreement shall not be affected by a provision therein that the agreement is made for the purpose of removing the subject matter thereof from the field of litigation, and that in the event of a divorce being granted to either party, the agreement shall become effective and not otherwise.
4. If a contract executed by a husband and wife, or a copy thereof, be introduced in evidence as an exhibit in any divorce action, and the court shall by decree or judgment ratify or adopt or approve the contract by reference thereto, the decree or judgment shall have the same force and effect and legal consequences as though the contract were copied into the decree, or attached thereto.

WHEREAS, the parties expressly acknowledge, understand, and agree that they specifically are entering into this Agreement pursuant to the provisions of NRS 123.080(1), which allow a husband and wife to enter into a contract, such as this Agreement, for the purpose of altering their legal relations with respect to their property, and with respect to each party's property rights; and the parties acknowledge and understand that their mutual consent to the terms of this Agreement, as evidenced by each party's signature endorsed at page 11 of this Agreement, is sufficient consideration for this Agreement to be a valid, legal, and enforceable agreement, legally binding upon each party;

RHM  
RHM

MMI  
MMI

WHEREAS, it is the mutual wish and desire of the parties that a full and final adjustment and settlement of their property rights, and only their property rights, be had, settled, and determined at the present time by this Agreement with respect to the aforementioned \$6,813,202.20 they received from the sale of their MMI corporate stock;

WHEREAS, the parties further acknowledge and agree that this Agreement is not intended to alter their legal relations and obligations owed to each other as a married couple, other than as expressly set forth above with respect to their equal division of the \$6,813,202.20 they received from the sale of their MMI corporate stock, and this Agreement specifically and expressly is not intended to affect either party's legal obligation to support the other party as his or her spouse;

WHEREAS, MIKE and RHONDA wish to make clear their respective desires that each of them shall retain to himself or herself, as his or her respective sole and separate property, the \$3,406,601.10 he or she has received from their equal division of the \$6,813,202.20 they received from the sale of their MMI corporate stock;

WHEREAS, the \$3,406,601.10 received by RHONDA from the parties' sale of their MMI corporate stock is and shall forever be and remain RHONDA's sole and separate property, free from any and all claims of MIKE, and RHONDA shall continue to have the sole ownership, care, and control of her said \$3,406,601.10;

WHEREAS, the \$3,406,601.10 received by MIKE from the parties' sale of their MMI corporate stock is and shall forever be and remain MIKE's sole and separate property, free from any and all claims of RHONDA, and MIKE shall continue to have the sole ownership, care, and control of his said \$3,406,601.10;

RHM  
RHM

MM  
MM



WHEREAS, by execution of this Agreement, each party expresses his or her intention not to claim any interest whatsoever in the said \$3,406,601.10 of separate property owned by the other party, or in any of the income, rents, issues, profits, or appreciation derived therefrom;

WHEREAS, the parties do not intend to immediately separate, and, in fact, the parties acknowledge that they remain happily married to each other and have no intent to separate or divorce at any time in the immediate or foreseeable future; notwithstanding, however, the parties do intend for this Agreement to be a valid, enforceable, and binding agreement to be ratified, adopted, and approved by any and all courts of competent jurisdiction should the parties ever separate or divorce;

NOW, THEREFORE, in consideration of the foregoing facts and the mutual agreements and covenants contained in this Agreement, it is covenanted, agreed and promised by each party hereto as follows:

I.

ACKNOWLEDGMENT OF RECITALS:  
ADDITIONAL CONSIDERATION

A. MIKE and RHONDA acknowledge, warrant, represent, and agree that the recitals set forth above on pages one through four of this Agreement, are true and correct, and the same are incorporated in this Section I as though the same are repeated in this Section in full.

B. As noted in the recitals set forth above in this Agreement, the parties acknowledge and agree that their mutual consent to the terms of this Agreement is sufficient consideration, and the only consideration necessary, for this Agreement to be a valid, legal, and enforceable agreement, legally binding upon each party.

  
RHM

  
MJM

II.

DIVISION OF PROPERTY

A. RHONDA shall have confirmed to her, as her sole and separate property, free of any and all claims of MIKE, all right, title and interest, and the sole ownership in and to, the \$3,406,601.10 she received from the parties' sale of the parties' MMI corporate stock, as well as all additional property owned or acquired by RHONDA at any time with her said separate property, and all property described in this Agreement as being RHONDA's sole and separate property, including any of the income, rents, issues, profits, or appreciation derived therefrom.

B. MIKE shall have confirmed to him, as his sole and separate property, free of any and all claims by RHONDA, all right, title and interest, and the sole ownership in and to, the \$3,406,601.10 he received from the parties' sale of the parties' MMI corporate stock, as well as all additional property owned or acquired by MIKE at any time with his said separate property, and all property described in this Agreement as being MIKE's sole and separate property, including any of the income, rents, issues, profits, or appreciation derived therefrom.

III.

INTENT OF THE PARTIES AND STATUS OF PROPERTY

A. **Property Rights.** The parties intend, desire and agree that the aforementioned \$3,406,601.10 each party respectively received from the sale of the their MMI corporate stock shall be and forever remain each such party's respective sole and separate property, and all appreciation, increments, addition, improvements, income, and fruits therefrom also shall be and forever remain each such party's respective sole and separate property. The parties further intend that all such property forever remain each party's respective sole and separate property regardless of any interest either party might have acquired in such separate property of the other by reason of their continued marriage to each other, counsel, advice, energy, and efforts heretofore or hereafter, and regardless of the source of any monies invested in or contributed to any such property at any time during the parties' marriage or after the termination of the parties marriage, should the parties marriage ever

  
RHM

  
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be terminated by divorce or otherwise.

**B. No Transmutation of Separate Property.** The parties agree that at no time in the future shall there be any transmutation of any of their respective separate property interests into jointly owned or community property except by an express written agreement signed by both parties and executed with the same formality as this Agreement. Unless otherwise expressly provided in this Agreement, the following events shall, under no circumstance, be evidence of any intention by either party, or of an agreement between the parties, to transmute their separate property interests into jointly owned or community property:

1. The taking of title to property, whether real or personal, in joint tenancy or in any other joint or common form;
2. The designation of one party by the other as a beneficiary of his or her estate;
3. The commingling by one party of his or her separate funds or property with jointly owned funds or property, or with the separate funds or property of the other party;
4. The filing of a joint income tax return by the parties, whether it be for federal income tax purposes or for the purpose of any state income tax, and/or the payment of any such income taxes from jointly held funds, or the use of one party's separate property to pay the income taxes owed by the other party;
5. Any oral statements by either party;
6. Any written statement by either party other than an express written agreement of transmutation;
7. The payment from jointly held funds of any separate obligation, including, but not limited to, the payment of any mortgage/home loan, interest, or real property taxes on a separately owned residence or other real property; and
8. The joint occupation of a separately owned residence or any other such property.

  
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IV.

RIGHT TO DISPOSE OF PROPERTY BY WILL

Each of the parties shall have an immediate right to dispose of or bequeath by Will, living trust, or other estate planning vehicle, his or her respective interests in and to any and all separate property belonging to him or her from and after the date of this Agreement, and such right shall extend to all future acquisitions of separate property as well as to all separate property set over to either party under this Agreement.

V.

WAIVER OF INHERITANCE RIGHTS

Except as may be otherwise provided by Will, Codicil, or other such testamentary instrument voluntarily executed by either party, whether before or after the date of this Agreement, the parties each hereby waive any and all right to the separate estate of the other left at his or her death and forever quitclaim any and all right to share in the separate estate of the other by the laws of succession; and the parties hereby release one to the other all rights to inherit from the other any portion of the other party's separate estate.

VI.

MUTUAL RELEASE OF PROPERTY RIGHTS

It is hereby mutually understood and agreed by and between the parties hereto that this Agreement is deemed to be a final and conclusive agreement between the parties relative to their respective property rights set forth in this Agreement.

VII.

EXECUTION OF NECESSARY DOCUMENTS

A. MIKE and RHONDA agree to execute quitclaim deeds, stock transfers, and any and all other instruments that may be required in order to effectuate the transfer of any and all interest either may have in and to the separate property hereby conveyed to the other as specified in this Agreement, or as otherwise provided by the terms of this Agreement. Should either party fail to

  
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execute any such documents, this Agreement shall constitute a full and complete transfer of the interest of one to the other as provided in this Agreement, or to otherwise effectuate any provision of this Agreement. Upon failure of either party to execute and deliver any such deed, conveyance, title, certificate or other document or instrument to the other party, or as otherwise provided in this Agreement, this Agreement shall constitute and operate as such properly executed document, and the County Auditor and County Recorder and any and all other public and private officials are hereby authorized and directed to accept this Agreement or a properly certified copy thereof in lieu of the document regularly required for such conveyance or transfer.

B. MIKE and RHONDA each agree that should either party sell any of his or her separate property in which the other has no right, title, or interest by virtue of this Agreement, that such other party will and shall sign any deed, contract, or other instrument necessary to perfect title to any such property so conveyed.

#### VIII.


##### DISCLOSURE


Each party hereto acknowledges that he or she has read the foregoing Agreement, fully understands the contents of this Agreement, and accepts the same as fair, just and equitable. Each party further acknowledges that there has been no promise, agreement or understanding of either of the parties made to the other, except as expressly set forth in this Agreement, which has been relied upon by either as a matter of inducement to enter into this Agreement. Furthermore, each party hereto has had the opportunity to be independently advised by his or her attorney as to the legal effect of the terms and the execution of this Agreement.

#### IX.

##### EFFECT OF PARTIAL INVALIDITY

If any term, provision, promise, or condition of this Agreement is determined by a court of competent jurisdiction to be invalid, void, or unenforceable, in whole or in part, the remainder of this Agreement shall remain in full force and effect, and shall in no way be affected, impaired or

  
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invalidated.

X.

ENFORCEMENT OF AGREEMENT

A. If either party institutes any action or proceeding to enforce, or for the breach of any of the terms of this Agreement, or if either party contests the validity of this Agreement or challenges or claims that this Agreement is not enforceable, then the prevailing party shall be entitled to recover his or her attorneys' fees and costs from the other party. In any such action or proceeding, the prevailing party shall be entitled to recover all attorneys' fees and costs incurred by that party, regardless of whether the action or proceeding is prosecuted to judgment. This shall include attorneys' fees and costs incurred by a party defending a claim or suit necessitated by the other party's failure to indemnify as required in this Agreement.

B. In addition to the provisions of subparagraph A immediately above, each party to this Agreement shall be indemnified for and against all loss, damages, costs, and expenses incurred as a result of or arising from any demand, claim, or suit by or on behalf of the other party contesting or attempting to modify, change, set aside, nullify, or cancel this Agreement or any part or provision of this Agreement for any reason whatsoever. The indemnity provisions of this Agreement shall specifically apply to costs, expenses, and attorneys' fees incurred by a party successfully seeking enforcement of this Agreement or any provision of this Agreement.

XI.

NO PARTY DEEMED DRAFTER

The parties agree that neither party shall be deemed to be the drafter of this Agreement and, in the event this Agreement is ever construed by a court of law or equity, such court shall not construe this Agreement or any provision hereof against either party as the drafter of the Agreement. MIKE and RHONDA hereby acknowledge that both parties have contributed substantially and materially to the preparation of this Agreement.

  
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XII.

GOVERNING LAW

The laws of the State of Nevada shall govern the validity, construction, performance, and effect of this Agreement. This Agreement and the rights of the parties hereto shall be governed and interpreted in all respects by the law applied to contracts made wholly to be performed within the State of Nevada.

XIII.

CUMULATIVE EFFECT

The parties' rights and remedies hereunder shall be cumulative, and the exercise of one or more shall not preclude the exercise of any other(s).

XIV.

COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an executed original, but all of which together shall be deemed one and the same document.

  
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XV.

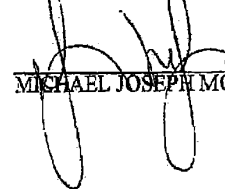
VERIFICATION


A. MIKE and RHONDA each agrees that he or she has read this Agreement in its entirety prior to his or her execution of this Agreement, and fully understands the same.


D. MIKE and RHONDA each further acknowledges and agrees that he or she fully understands that this Agreement is a full and final settlement of rights and obligations pertaining to the matters addressed in and resolved by this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands to this Agreement the year and date above written.

  
RHONDA HELENE MONA

  
MICHAEL JOSEPH MONA

  
RHM

  
MM



ACKNOWLEDGMENTS

STATE OF CALIFORNIA    )  
                                  ) ss.  
COUNTY OF

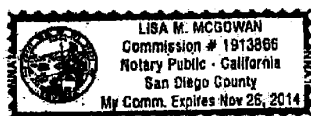
On this 13<sup>th</sup> day of September, 2013, personally appeared before me, a Notary Public in  
and for said County and State, RHONDA HELENE MONA, personally known (or proved) to me  
to be the person whose name is subscribed to the above instrument, and who acknowledged that she  
executed the instrument.



*Lisa M. McGowan*  
Notary Public

STATE OF CALIFORNIA    )  
                                  ) ss.  
COUNTY OF

On this 13<sup>th</sup> day of September, 2013, personally appeared before me, a Notary Public in  
and for said County and State, MICHAEL JOSEPH MONA, personally known (or proved) to me  
to be the person whose name is subscribed to the above instrument, and who acknowledged that he  
executed the instrument.



*Lisa M. McGowan*  
Notary Public

*RHM*  
RHM

*MLM*  
MLM

# **EXHIBIT 2**

# **EXHIBIT 2**

DISTRICT COURT  
CLARK COUNTY, NEVADA

FAR WEST INDUSTRIES, a California)  
corporation, )  
 )  
Plaintiff, )  
 )  
vs. ) CASE NO.: A-12-670352-F  
 ) DEPT. NO.: 26  
RIO VISTA NEVADA, LLC, a Nevada )  
limited liability company; WORLD )  
DEVELOPMENT, INC., a California )  
corporation; BRUCE MAIZE, an )  
individual; MICHAEL J. MONA, JR., )  
an individual; DOES I-100, )  
inclusive, )  
 )  
Defendants. )  
 )

JUDGMENT DEBTOR EXAMINATION  
MICHAEL J. MONA, JR.  
LAS VEGAS, NEVADA  
MONDAY, NOVEMBER 25, 2013

REPORTED BY: JACKIE JENNELLE, RPR, CCR #809  
JOB NO.: 194436

1 JUDGMENT DEBTOR EXAMINATION OF MICHAEL J.  
2 MONA, JR., taken at 3770 Howard Hughes Parkway, Las  
3 Vegas, Nevada on MONDAY, NOVEMBER 25, 2013 at 10:00  
4 a.m., before Jackie Jennelle, Certified Court  
5 Reporter, in and for the State of Nevada.  
6  
7

8 APPEARANCES:

9 For the Plaintiff:

10 LEE HERNANDEZ LANDRUM GAROFALO & BLAKE  
11 BY: JOHN R. HAWLEY, ESQ.  
12 7575 Vegas Drive, No. 150  
13 Las Vegas, Nevada 89128  
14 (702) 880-9750

15 For the Defendant, MICHAEL J. MONA, JR.:

16 JOHN W. MUIJE & ASSOCIATES  
17 BY: JOHN W. MUIJE, ESQ.  
18 1320 South Casino Center Boulevard  
19 Las Vegas, Nevada 89104  
20 (702) 386-7002

21 Also Present:

22 IRA GLASKY  
23  
24  
25

I N D E X

WITNESS: MICHAEL J. MONA, JR.

EXAMINATION

PAGE

BY MR. HAWLEY

4

EXHIBITS MARKED

EXHIBIT

PAGE

Exhibit A Application of Foreign  
Judgement

5

Exhibit B Order

5

1       **the Alpine Securities account?**

2           A.    I'd say four months ago, five months ago.

3           **Q.    So \$5 million dollars roughly?**

4           A.    Five and a half, maybe six. Like today, I  
5   have no idea what the stock is today. It was \$0.11  
6   yesterday. It was \$0.38 a month ago or three weeks  
7   ago, something like that.

8           **Q.    When you got out of Alpine Securities, how**  
9   **much was the stock worth?**

10          A.    About \$0.12 a share.

11          **Q.    And translate that into an aggregate.**

12          A.    About \$6 million.

13          **Q.    Did you cash out?**

14          A.    Yes.

15          **Q.    What did you do with that \$6 million?**

16          A.    Paid bills.

17          **Q.    What bills?**

18          A.    Paid off some debts that I had.

19          **Q.    What bills?**

20          A.    Just personal bills. Gave 2.6 -- loaned  
21   \$2.6 million to Roen Ventures.

22          **Q.    And Roen then loaned that to --**

23          A.    CannaVest.

24          **Q.    -- CannaVest?**

25          A.    Um-hmm.

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CERTIFICATE OF REPORTER

STATE OF NEVADA )  
 ) SS:  
COUNTY OF CLARK )

I, Jackie Jennelle, a Certified Court Reporter, in and for the State of Nevada, do hereby certify: That I reported the judgment debtor examination of MICHAEL J. MONA, JR., commencing on MONDAY, NOVEMBER 25, 2013, at 10:00 a.m.

That prior to being deposed, the witness was Duly sworn by me to testify to the truth. That I thereafter transcribed my said shorthand notes into typewriting and that the typewritten transcript is a complete, true and accurate transcription of my said shorthand notes.

I further certify that I am not a relative or employee of counsel, of any of the parties, nor a relative or employee of the parties involved in said action, nor a person financially interested in the action.

IN WITNESS WHEREOF, I have set my hand in my office in the County of Clark, State of Nevada, this 5th day of December, 2013.

---

JACKIE JENNELLE, RPR, CCR #809

# EXHIBIT 3

# EXHIBIT 3



ROUGH DRAFT TRANSCRIPT

DEPOSITION OF

RHONDA H. MONA

June 26, 2015  
10:32 a.m.

\* \* \* \* \*

The following transcript of proceedings,  
or any portion thereof, is being delivered  
**UNCERTIFIED** by the court reporter.

This transcription has not been  
proofread. It is a draft transcript, **NOT** a  
certified transcript. As such, it may contain  
computer-generated mistranslations of stenotype  
code or electronic transmission errors, resulting  
in inaccurate or nonsensical word combinations or  
symbols which cannot be deciphered by  
non-stenotypists.

The purchaser agrees not to disclose this  
realtime, unedited transcription in any form  
(written or electronic) to anyone who has no  
connection to this case. This is an unofficial  
transcription which should **NOT** be relied upon for  
purposes of verbatim citation of testimony, nor  
shall it be used or cited from at any time to rebut  
or contradict the official, certified transcript.

Corrections will be made in the  
preparation of the certified transcription,  
resulting in differences in content, page and line  
numbers, punctuation and formatting.

Heidi K. Konsten, RPR, CCR # 845

1 sort of a prenuptial agreement?

2 A No. Post.

3 Q Post nuptial agreement?

4 A Uh-huh.

5 Q Okay. If you turn to the second page of  
6 Exhibit 1, look at the first line, could you read  
7 that for me?

8 A Whereas it is the party's intent to  
9 acknowledge confirm, and document their equal --

10 Q And the whole sentence, if you would.

11 A Oh, their equal division between  
12 themselves of said \$6,813,220.20 they received  
13 from the sale of their MMI corporate stock, with  
14 Rhonda receiving 3,406,6101.00 of such moneys as  
15 her sole and separate property, and Mike receiving  
16 the remaining, blah, blah, blah, as the sole and  
17 separate property.

18 Q Did you receive your \$3.4 million as set  
19 forth in this agreement?

20 A Yes.

21 Q All of it?

22 A I thought I only got two and something,  
23 but ...

24 Q So you think there may still be about  
25 1.4 million that you haven't received yet?

1 George account?

2 A Just me.

3 Q Was your husband ever a signatory on

4 that account?

5 A Never.

6 Q Do you have any other accounts that are

7 solely in your name?

8 A Yes.

9 Q Where are those accounts?

10 A Bank of George.

11 Q Okay. Multiple accounts at Bank of

12 George?

13 A The other one is a checking account that

14 I actually write my bills out of.

15 Q Okay. How much do you estimate is in

16 the checking account at Bank of George?

17 A I just put enough in to write my bills.

18 Q Okay. Do you have any other accounts?

19 A No.

20 Q Personally?

21 A No.

22 Q I guess individually is the proper term.

23 A No.

24 Oh, yes, I'm sorry, I have a -- my

25 own -- my own checking account, too. And I'm

1     sorry, the other account is in Bank of Nevada, not  
2     Bank of George. I'm sorry. My household account  
3     is in Bank of Nevada.

4             Q     Okay. So is there still a checking  
5     account associated with Bank of George?

6             A     Yes, my own.

7             Q     Your personal?

8             A     Uh-huh.

9             Q     Okay. And then use household account is  
10    Bank of Nevada?

11            A     Right, so --

12            Q     And that's just you as the signatory on  
13    that account?

14            A     Yes.

15            Q     Okay. Can you estimate how much money  
16    is in the Bank of Nevada account?

17            A     That's the one that's just enough to pay  
18    my bills.

19            Q     I see. Okay.

20                    Then what is the amount in the Bank of  
21    George checking account?

22            A     That's just my mine. It's been mine for  
23    forever. Nothing to do with my husband install,  
24    never has anything to do with him.

25            Q     Okay. And so what balance is in that

1 account?

2 A Do I have to answer?

3 MR. COFFING: Well, this is an account  
4 that predated the judgment, and so ...

5 THE WITNESS: No, it's got nothing to  
6 do with him.

7 MR. COFFING: It has nothing to do  
8 with -- with anything related to the judgment, it  
9 predates it, so this is kind of --

10 THE WITNESS: It's money that I had --  
11 I got paid for working, so it's money -- it's my  
12 own money.

13 BY MR. EDWARDS:

14 Q Okay. And I appreciate that, but I need  
15 to know the answer.

16 MR. COFFING: To the best of your  
17 knowledge, what's the --

18 THE WITNESS: About 190,000.

19 BY MR. EDWARDS:

20 Q In the Bank of George checking account?

21 A Uh-huh.

22 Q Okay. So that's money you owned -- you  
23 earned from working?

24 A Uh-huh.

25 Q What do you do for work?

1           A     Designer.

2           Q     And when did you do this designer work  
3 to earn that 190,000 -- I guess it was probably  
4 multiple jobs?

5           A     No, I actually got one lump sum for  
6 200,000.

7           Q     Okay. When did you get that lump sum?

8           A     Approximately eight years ago, maybe.  
9 Seven, six, I don't know.

10          Q     So you got about approximately \$200,000  
11 lump sum, and you've only spent about 10,000 of it  
12 so far?

13          A     No, it goes up and down, you know.  
14 Yeah. Yeah, for the most part, that's what my  
15 balance has been, yeah.

16          Q     I see. And it goes up when you do  
17 overwork and you put money in there?

18          A     When I put money in there, but just by a  
19 few thousand dollars, that's it.

20          Q     Sure. Sure. Understood.  
21 Was that one big job you did?

22          A     Uh-huh.

23          Q     Back six or seven years ago? What was  
24 that job?

25          A     It was for someone's residence.

1 Q Okay. Here in town?  
2 A Yes.  
3 Q Who is that?  
4 A Mike sure stick.  
5 Q Did he pay you everything you were  
6 supposed to receive for that job?  
7 A Uh-huh, yes.  
8 Q He doesn't owe you any more money?  
9 A No.  
10 Q And to this day, you're still doing  
11 various design jobs?  
12 A Not really, no. Just for my husband,  
13 actually.  
14 Q Okay. And how does that work?  
15 A I don't get paid.  
16 Q Okay. So your husband --  
17 A I work for free.  
18 Q I'm sorry. Go ahead.  
19 A I work for free.  
20 Q Okay. So, for example, if your husband  
21 has a piece of property and he asks you to do some  
22 design work for him?  
23 A Just his offices.  
24 Q His offices. Okay.  
25 I guess at what point in time did you

1 stop doing work?

2 A A few years ago.

3 Q About eight years ago?

4 A No, about -- yeah. No about five years

5 ago.

6 Q About five years ago. Okay.

7 And how long have you been married to

8 Mr. Mona?

9 A 32 years.

10 Q Congratulations. That's a long time.

11 A Thank you.

12 Q Do you know the bank account number for

13 either Bank of George account?

14 A No.

15 Q Do you have a card with you that would

16 allow you access to that money -- to that money?

17 A Do I have a card?

18 Q You know, for example, a Visa card, a

19 debit card?

20 A No.

21 Q How do you access that money?

22 A I go to the bank. I'm old school.

23 Q So you don't have a debit card or a

24 credit card?

25 A No.



1           Q     Associated with either of the accounts  
2 at Bank of George?

3           A     No.

4           Q     Do you have a credit card or a debit  
5 card associated with the Bank of Nevada account?

6           A     No.

7           Q     And when you need to pay your monthly  
8 bills, do I understand you take the money from the  
9 Bank of George money market account and put it  
10 into the Bank of Nevada account?

11          A     Correct.

12          Q     Okay. Are there other sources of money  
13 for the Bank of George money market account?

14          A     No.

15          Q     Are there other sources of money, other  
16 than your design work, for the checking account at  
17 Bank of George?

18          A     No.

19          Q     And the only source of money for the  
20 money in the checking account in Bank of Nevada is  
21 the Bank of George money market account?

22          A     Correct.

23          Q     Okay. Are there any other accounts you  
24 can think of where you are the sole signatory?

25          A     No.

# **EXHIBIT 4**

# **EXHIBIT 4**

MAY 0 1 2012

FILED  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE

APR 27 2012

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF RIVERSIDE, RIVERSIDE COURT

FAR WEST INDUSTRIES, a California  
corporation,

Plaintiff,

vs.

RIO VISTA NEVADA, LLC, a Nevada limited  
liability company; WORLD DEVELOPMENT,  
INC., a California corporation; BRUCE MAIZE,  
an individual; MICHAEL J. MONA, JR., an  
individual; and DOES 1 through 100, inclusive,

Defendants.

Case No. RIC495966

JUDGE: Hon. Jacqueline Jackson

~~[PROPOSED] JUDGMENT NUNC PRO  
TUNC~~

Action Filed: March 24, 2008

Trial Date: September 23, 2011

On February 23, 2012, the Honorable Jacqueline Jackson entered Finding of Fact and Conclusion of Law in the above-referenced matter. Based upon those Findings and Conclusion, Judgment is hereby entered in favor of Plaintiff Far West Industries, a California corporation and against the following Defendants, jointly and severally: (1) Michael J. Mona, Jr.; (2) Michael J. Mona, Jr., as Trustee of the Mona Family Trust dated February 21, 2002; (3) Rio Vista Nevada, LLC, a Nevada limited liability company; and (4) World Development, Inc., a California corporation in the amount of \$17,777,562.18. Recoverable court costs of \$25,562.56 and attorney's fees of \$327,548.84 are also awarded to Far West Industries, jointly and severally against all Defendants. The Clerk is hereby directed to enter those amounts on this Judgment following Far West Industries' post-Judgment petition for them. Finally, the Clerk is hereby

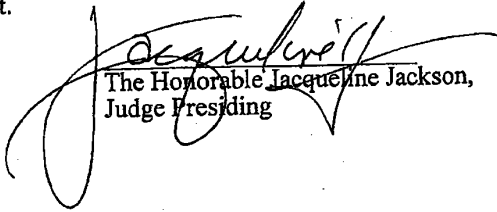
~~[PROPOSED] JUDGMENT NUNC PRO TUNC~~

S:\Far West\TrialJudgment.MtnFecs.doc

GREEN & HALL  
ATTORNEYS AT LAW  
A PROFESSIONAL CORPORATION

1 directed to release the \$32,846 that was interplead by Defendant Fidelity National Title Company  
2 to Far West Industries upon entry of this Judgment.

3 Dated: 4/27/12

  
The Honorable Jacqueline Jackson,  
Judge Presiding

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~~[PROPOSED] JUDGMENT NUNC PRO TUNC~~

**PROOF OF SERVICE**

I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action. My business address is 1851 East First Street, 10th Floor, Santa Ana, California 92705-4052.

On May 3, 2012, I served the within document(s) described as:

**NOTICE OF ENTRY OF JUDGMENT**

on the interested parties in this action as stated on the attached mailing list.

☒ (BY MAIL) By placing a true copy of the foregoing document(s) in a sealed envelope addressed as set forth on the attached mailing list. I placed each such envelope for collection and mailing following ordinary business practices. I am readily familiar with this Firm's practice for collection and processing of correspondence for mailing. Under that practice, the correspondence would be deposited with the United States Postal Service on that same day, with postage thereon fully prepaid at Santa Ana, California, in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on May 3, 2012, at Santa Ana, California.

Erin Duran  
(Type or print name)

  
(Signature)

SERVICE LIST

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SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE

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SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

FAR WEST INDUSTRIES, A CALIFORNIA ) Case No. RIC495966  
CORPORATION, PLAINTIFF V RIO VISTA NEVEDA, )  
LLC., A NEVADA LIMITED LIABILITY; WORLD ) JUDGE: Hon. Jacqueline Jackson  
DEVELOPMENT, INC., A CALIFORNIA CORPORATION; ) DEPT: J1  
BRUCE MAIZE, AN INDIVIDUAL; MICHAEL J. MONA, ) FINDINGS OF FACT AND  
JR., AN INDIVIDUAL, AND DOES 1 THROUGH 100, ) CONCLUSIONS OF LAW  
INCLUSIVE, DEFENDANTS )  
Action Filed: March 24, 2008  
Trial Date: September 23, 2011

On September 23, 2011, the above-referenced action came on for trial before the Honorable Jacqueline C. Jackson, Judge presiding. Plaintiff Far West Industries, a California corporation ("Far West") was represented by Robert L. Green & Hall, APC. Defaults were taken against Defendants Rio Vista Nevada, LLC, a Nevada limited liability company ("RVN") and World Development, Inc., a California corporation ("World Development") on October 7, 2010. Defendant Michael J. Mona, Jr. ("Mona"), both individually and as a Trustee of the Mona Family Trust dated February 21, 2002, was represented by Howard Golds and Jerry R. Dagrella of Best, Best and Krieger, LLP. After considering the trial testimony and evidence, the Court issued its Statement of Tentative Decision on November 30, 2011. Pursuant to Rule 3.1590(c)(3)

1 of the California Rules of Court, Far West was directed to prepare these Findings of Fact and  
2 Conclusions of Law. The court has edited them and this is the final version.

3 **I. Summary of Facts and Evidence**

4 **A. Mona Acquires the Project**

- 5 1. Michael Shustek ("Shustek") was for all times relevant herein the President of Vestin  
6 Mortgage, Inc. ("Vestin").
- 7 2. Vestin is a mortgage broker who lends money from Vestin-controlled Real Estate  
8 Investments Trusts ("REITs").
- 9 3. Vestin had loaned money to Lynn Burnett ("Burnett"), who in 2003 was developing a  
10 project which consisted of 1,362 lots in Cathedral City, California (the "Project").
- 11 4. 549 of those lots were being financed by Vestin (the balance by another lender), and  
12 Burnett had defaulted on his loan.
- 13 5. Shustek asked Mona to purchase from Burnett that portion of the Project financed by  
14 Vestin, and in doing so, agreed to loan Mona \$35 million of the REIT's money.
- 15 6. Shustek asked Mona to get involved even though Mona had no experience building a  
16 master planned residential community.
- 17 7. Of the Vestin \$35 million loan, \$19,268,568.32 was paid to purchase the Project; this  
18 was the amount needed to fully pay off Burnett's loan to Vestin.
- 19 8. \$9 million was to pay for the construction (the "Construction Loan") and \$3.6 million  
20 was reserved to pay interest on the loan (the "Interest Reserve").
- 21 9. Mona formed RVN, a Nevada, single-purpose LLC to take title to the Project.
- 22 10. The Mona Family Trust dated February 21, 2002 ("Mona Family Trust") owned  
23 100% of RVN.
- 24 11. Mona contributed no capital to RVN upon its formation. He formed that entity and  
25 took title in its name "to avoid liability". He had no intention of making any personal  
investment in the Project because it was "too risky".
12. Mona provided Vestin with a 12-month guaranty of the RVN loan (the "Guaranty")  
by another single-purpose, Nevada entity that was owned solely by Mona and also  
had no capital or assets, Emerald Suites Bonanza, LLC ("Emerald Suites").
13. For its part, Vestin (and not the REITs) was paid an initial fee of \$1.4 million from  
the RVN loan proceeds.



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**B. Mona Distributes Construction Loan Proceeds for Purposes Other than Construction**

14. Mona began issuing checks from the Construction Loan.
15. More particularly, on February 9, 2004, the first draw was made on the Construction Loan for \$2,448,481.82.
16. When that money was deposited into the RVN checking account three days later, there was only \$2,118,776.38 left.
17. Mona "couldn't remember" what happened to the remaining \$329,705.55.
18. Mona and his wife are the sole Trustees and Beneficiaries of the Mona Family Trust (a revocable trust). The Mona Family Trust was 100% owner of RVN at that time and Mona was the only signatory on the RVN account.
19. There was \$900,00 paid to RVN on February 5, 2004.
20. This check was deposited into the RVN account, but does not show up on the RVN Account Register.
21. Mona also paid \$702,000 from the Construction Loan to certain individuals and entities at the express direction of Shustek, even though those individuals and entities had never been affiliated with the Project, performed no work on the Project, and Mona did not even know who they were.
22. Mona then paid \$1,283,700 to the Mona Family Trust, himself, and MonaCo Development Company (his Nevada construction company) from the Construction Loan at the direction of Shustek who had told Mona that Mona could take a \$1 million fee for himself up front.
23. There was no provision in the RVN Operating Agreement for any of these payments.
24. The Court finds that Mona took the money for himself, the Mona Family Trust, and MonaCo Development from RVN shortly after he acquired the Project.
25. At the time that Mona took that money, and also immediately paid the \$1.4 million fee to Vestin and the \$702,000 to the Shustek-related individuals, RVN was insolvent.

**C. RVVA is Also Created at the Same Time**

26. Mona had only purchased 549 of the Project's 1,362 total lots.

1 27. Because it was all being developed at the same time, and Burnett was retaining the  
2 balance of the Project, he and Mona created Rio Vista Village Associates, LLC  
3 ("RVVA") to perform all of master plan community work which benefitted both parcels  
4 jointly (infrastructure improvements such as streets, utilities, a clubhouse, a park,  
5 landscaped detention basins, a water reservoir, a school, etc.).

6 28. Mona was the sole Manager of the RVN and one of the two Managers of the RVVA.

7 29. Mona retained his title and function as a Manager of RVN throughout the life of that  
8 entity, and for all times relevant, he was in charge of all finances for the RVN and the  
9 Project.

10 **D. Mona Solicits World Development's Participation**

11 30. Mona solicited World Development's involvement in the Project.

12 31. The Mona Family Trust sold 45% of RVN to World Development for \$45.

13 32. At that time, the Mona Family Trust also contributed \$55 in capital to RVN.

14 33. This \$100 from World Development and the Mona Family Trust was the only capital  
15 ever contributed to RVN at any time.

16 34. For all times relevant hereafter, World Development's CEO and the designated  
17 Manager of RVN was Bruce Maize ("Maize").

18 35. Mona remained Co-Manager of RVN with Maize.

19 **E. The Project**

20 36. Burnett defaulted on his other loan for the balance of the Project and filed  
21 bankruptcy.

22 37. His interest in RVVA was thereafter acquired by WHP Rio Vista, LLC, which was  
23 owned by Capstone Housing Partners, LLC ("Capstone").

24 38. By October of 2005, RVN had exhausted Interest Reserve.

25 39. Maize and Mona knew that the Project still required \$15 million in construction costs,  
with 40% (\$6,000,000) owned by RVN under the RVVA Operating Agreement.

40. That \$6,000,000 sum did not include interest payments on the \$35 million loan  
(which were as high as \$411,230.96 per month and which were no longer able to be paid  
from the Interest Reserve since it had already been exhausted).

1 41. In an Amended Operating Agreement for RVVA, RVN allowed Capstone to become  
2 a member of RVVA under certain conditions.

3 42. One such condition required Capstone to contribute just under \$1,500,000 to  
4 reimburse RVN for construction costs.

5 43. World Development learned about Mona's above-referenced million-dollar-plus  
6 payments from the Construction Loan to himself, his Family Trust and MonaCo  
7 Development and demanded that it also receive a distribution of "profits" to World  
8 Development in the amount of \$856,598.60, even though RVN had a negative net worth  
9 of \$3.8 million at the time and no revenue from inception.

10 **H. January of 2006**

11 44. In January of 2006, the Construction Loan was coming due with no funds to pay it  
12 off.

13 45. Mona and Vestin agreed to extend the Construction Loan for a short period of time  
14 (three months), at the cost of \$700,000 in loan extension fees.

15 46. That \$700,000 came from the Construction Loan proceeds and it was paid to Vestin,  
16 not the REITs.

17 47. Therefore as of January of 2006, Vestin had now collected an aggregate of  
18 \$2.1million on loan fees from the Project (\$1.4 million initial fee plus the \$700,000  
19 extension).

20 48. The parties documented that extension in a January 3, 2006, Loan Extension  
21 Agreement (the "Amendment").

22 49. Mona was concerned the Project was in financial trouble in January of 2006.

23 50. At that time, conversations took place between Maize and Mona about a plan to "sell  
24 the asset, get the loan paid off, and move down the road."

25 51. That's also why at this time, RVN hired Park Place Partners to sell either the entire  
Project, or any parts of it they could.

**I. Far West Expresses Interest in the Project**

52. In approximately January of 2006, Far West was considering purchasing a portion of  
the Project.

53. One of the things requested by Far West was information about who was behind the  
RVN and guarantying its obligations.

1 54. Scott Lissoy ("Lissoy") of Far West knew of Maize and held Maize in high regard.

2 55. While that relationship gave Far West some measure of comfort regarding this  
3 Project, it still wanted to be sure that somebody had something financially at risk to make  
4 sure that they would deliver to Far West critical infrastructure and critical water meters  
after escrow closed.

5 56. Far West was purchasing 76 lots from RVN that were effectively an "island" in the  
6 middle of a large undeveloped residential community.

7 57. If the infrastructure surrounding that island was not completed, Far West would have  
no streets, water, electrical, cable, telephone, and the like to which it would connect.

8 58. It would also be in the midst of a master-planned community (clubhouse, swimming  
9 pools, community parks, common areas everywhere, etc.) that would not be completed.

10 59. Any hope of successfully building and selling homes would be gone, and therefore  
11 Far West wanted to insure that the infrastructure was going to be completed in a timely  
manner (by the agreed date of November 1, 2006).

12 60. Maize represented to Lissoy that RVN and RVVA could complete all infrastructures  
by November 1, 2006.

13 61. Far West therefore asked Maize to include specific Representation and Warranty in  
14 the Purchase Agreements, thereby obligating RVN to complete that entire infrastructure  
15 by November 1, 2006.

16 62. Far West also secured Representations and Warranties that confirmed what Maize  
was telling it on behalf of RVN; all necessary water meters would be available to Far  
17 West at the close of escrow and there was no claims either pending or threatened by any  
18 entity that might otherwise negatively impact the development of Far West's lots and/or  
the construction of the Project's infrastructure.

19 63. Finally, Far West asked Maize to confirm what he had told Lissoy; that the "Due  
20 Diligence Documents" given by Maize to Far West included everything that was material  
to the transaction.

21 64. Lissoy also asked Maize about who was financially behind RVN, and when Maize  
22 and Robert Pippen (World Development's and RVN attorney) represented to Lissoy and  
Ira Glasky of Far West that Mona was a man of substantial financial means who had  
23 personally guaranteed the Vestin loan, Lissoy asked for written proof.

24 65. The next day, Richard Van Buskirk (on behalf of Maize) asked for written proof of  
25 Mona's personal Guaranty.

1 66. Mona had in his possession an amendment to the Loan (the "Amendment"), a  
2 document that he had signed in January, 2006 as an individual.

3 67. Therefore in response to the initial request from Lissoy, Mona's Office Manager (on  
4 behalf of Mona and acting as his agent) provided Maize with the Amendment (and not  
5 the actual Guaranty), since it represented him to be the Guarantor personally by separate  
signature and it neither revealed that the Guaranty was from Emerald Suites nor that it  
had expired.

6 68. The Amendment was forwarded to Far West the next day in response to its inquiries  
7 regarding confirmation of Mona's personal Guaranty.

8 69. That proof of Guaranty was sent by Maize to Far West with a copy to Mona and  
9 containing a note stating that a "copy of the loan extension with the Guarantee is  
attached- Condition met" (referring to proof of Mona's personal Guaranty as a condition  
precedent to escrow closing).

10 **J. The Capstone Notice of Default**

11 70. RVN was in default on its capital contributions to RVVA, and on March 31, 2006,  
12 Capstone (through Bert) sent Mona a formal Default Notice, demanding that RVN cure  
its deficit in the RVVA account.

13 71. Capstone demanded that RVN contribute \$762,943 by April 14, 2006 and an  
14 additional \$968,953 in the coming months.

15 72. Mona told Bert that RVN was out of money and would not be paying anything further  
16 to RVVA.

17 73. Bert told Mona and Maize that Capstone would continue moving forward with only  
its portion of the Project so that its investment was not placed in jeopardy.

18 74. Bert refused to contribute towards any of the infrastructure that benefited the RVN  
19 property (including what was to be Far West's lots) unless and until RVN cured its  
breach.

20 75. Bert also told them that he was keeping all of the water meters allocated to the Project  
21 until RVN brought its account current.

22 76. Without a water meter, no developer could build and sell a home.

23 77. Therefore as of the Spring of 2006, RVN's portion of the Project had no realistic  
24 chance of completion.

1           **K. May of 2006**

2           78. By May of 2006, Cathedral City (the "City") had become very concerned with the  
3           Project's innumerable problems and lack of progress.

4           79. By that time, the Project's infrastructure was far from complete (including a \$5  
5           million off-site water reservoir, a recreation center and common area amenities).

6           80. The City was threatening to shut down Phase II of the Project (which included the Far  
7           West lots) altogether.

8           81. Also at this time, the Vestin loan was again coming due and Mona negotiated another  
9           short (three month) extension.

10          82. These short extensions were costly in terms of large extension fees demanded and  
11          subsequently paid to Vestin (and not the REITs) totaling \$1,700,000 along with interest  
12          rate increases (rising from 8% to as high as 14.5%).

13          83. At this point, Vestin had now taken over \$3 million in total fees from the loan  
14          proceeds provided to Mona by the REITs (which at this point in time had funded all of  
15          Mona's financial requirements in this Project).

16          84. The Project was already \$1,913,636 over budget as of May 16, 2006, and RVN was  
17          both out of cash and in default of its obligations to RVVA.

18          85. Mona knew that this cost overrun was important and needed to be disclosed to Far  
19          West.

20          86. The same is true with respect to the Capstone Default Notice: Mona assumed that  
21          Maize was telling Far West all of this during their negotiations.

22          87. Maize told Far West nothing about the RVVA default or the cost overruns, nor did he  
23          provide Far West with the default letters/notices.

24          88. As of that point in time, Mona, World Development, and Vestin (and Vestin's related  
25          parties) had taken \$7,521,254.65 (all but \$900,000 coming from the \$9 million  
26          Construction Loan) that was not used by them for construction.

27          89. Also as of that date, there was still \$6,936,454.82 that needed to be contributed to  
28          RVVA by RVN.

29          90. RVN therefore had a shortfall as of June 1, 2006, with no potential available source  
30          of additional capital.

31          91. Neither Maize nor Mona disclosed this shortfall to Far West at any time prior to Far  
32          West executing the Purchase Agreements.

1  
2 92. Furthermore, neither Maize nor Mona ever told Far West that Mona, World Development, and Vestin had taken \$7,521,254.65 from the Project.

3 **L. Mona and Maize Mislead Far West into Purchasing Lots by Concealing the**  
4 **Project's True State**

5 93. Maize's negotiations with Far West were proceeding and he kept Mona informed.

6 94. Mona was responsible for all finances on behalf of RVN, and Maize told Lissoy that all decisions must therefore be made jointly with Mona.

7  
8 95. Furthermore, the draft Purchase Agreements (as the transaction was negotiated between January and May of 2006) were sent to Mona for review and comment.

9  
10 96. E-mail correspondence between Maize and Mona and addressing the Far West deal started with the first draft agreement in January of 2006 and ended with the "final deal points" on May 26, 2006 (five days before the Purchase Agreements with Far West were signed).

11  
12 97. On June 1, 2006, Far West signed two Purchase Agreements for 76 lots in the Project.

13 98. The combined purchase price under the agreements was \$6,430,961.45. Escrow for 72 of the lots closed on June 9, 2006, and escrow for the remaining 4 lots closed on August 31, 2006.

14  
15 99. The Purchase Agreements contain, among others, the following Representations and Warranties which were deemed to be true as of the date of the Purchase Agreements were signed and restated as of the date escrow closed:

16  
17 100. "To the actual knowledge of the Seller, there are no...[a]ctions or claims pending or threatened by any governmental or other party which could affect the Property"

18  
19 101. "Seller warrants that none of RVVA's improvements outside or inside the Property boundary shall preclude, limit or delay Buyer from developing the Property (including obtaining building permits and/or certificates of occupancy...)"

20  
21 102. "[A]ll improvements except the final lift of asphalt (surface or otherwise) on the streets surrounding the Property (Rio Largo Road, Rio Guadalupe Road and Rio Madera Road) will be complete by November 1, 2006

22  
23 103. "Seller shall use diligent reasonable efforts to ensure that water meters are available to Buyer, pending payment by Buyer of required meter and facilities fees..."

1 104. "To Seller's actual knowledge, the Due Diligence Documents constitute all of the  
2 material documents relating to the Property in the Seller's possession as of the date of  
this Agreement..."

3 105. "Each of the representations and warranties set forth in this Section 3 and in Section  
4 6.2 is material to and is being relied upon by Buyer and the continuing truth thereof shall  
constitute a condition precedent to Buyer's obligations hereunder".

5 106. All of these Representations and Warranties were false on June 1, 2006, and both  
6 Maize and Mona knew they were false.

7 107. Maize and Mona knew that RVN was in default under RVVA Operations  
8 Agreement, and that the Project was facing imminent failure.

9 108. Moreover, RVN's default had resulted in a pending claim by Capstone (sent directly  
10 to Mona as RVN's Manager) which would preclude completion of the infrastructure,  
delivery of water meters, and Far West's ability to develop and sell homes upon its lots.

11 109. Neither Maize nor Mona informed Far West that Capstone had informed them that it  
12 would not contribute toward infrastructure construction benefiting the Far West lots or  
that Capstone was retaining all water meters for the entire Project.

13 110. The failure to disclose those facts constituted a material breach of the Representation  
14 and Warranty pertaining to RVVA's improvements not precluding, limiting, or delaying  
Far West in its development efforts.

15 111. Furthermore, RVN was not using diligent commercially reasonable efforts to insure  
16 that Far West obtained the required water meters, thereby materially breaching that  
Representation and Warranty.

17 112. RVN did not complete all improvements except the final lift of asphalt by  
18 November 1, 2006, which again constituted a material breach of the Purchase  
Agreements.

19 113. Finally, Maize and Mona did not provide Far West with all "material documents  
20 relating to the Property in Seller's possession as of the date of this Agreement" (June 1,  
21 2006).

22 114. At no time did Maize or Mona provide Far West with the following material  
23 documents: (1) the Capstone Default Notice; (2) correspondence from the City  
threatening to shut down the Project; (3) documentation showing that the Project was \$2  
24 million over budget; or (4) any documentation informing Far West that RVN was out of  
money and unable to meet its financial commitments to RVVA.

25 115. The Purchase Agreements contain a provision awarding Far West liquidated  
damages of \$1,200 per day for every day that RVN delays delivery of water meters.



1  
2 116. To this day, those meters have not been delivered by RVN, and the per diem  
damages calculated to the first day of trial are \$2,100,000.

3 117. Immediately after the first close of escrow, Bert wrote a second Default Notice to  
4 Mona.

5 118. Here again, Bert threatened RVN that it would "cease to have any powers, rights, or  
6 authorities" in connection with the management of RVVA and he confirmed that he told  
Maize and Mona all along: Capstone "retain(s) the exclusive right to the use if all the  
7 water meters acquired with such amounts funded solely by us".

8 119. This was two months before Far West closed the second escrow (August 31).

9 120. Neither Maize nor Mona provided Far West with the second Capstone Default  
Notice or informed Far West about its existence.

10 121. Far West continued with the transaction and the second escrow closed.

11 122. In good faith, Far West proceeded with its short-lived plans for development.

12 123. The company spent another several million dollars in: (1) completing all of the in-  
13 tract infrastructure in preparation for connecting to the Project infrastructure, which RVN  
never completed; and (2) building three model homes and one production unit for sale.

14 124. The Far West project was an island of completed construction in the middle of  
15 uncompleted streets, curbs, gutters, utilities, and the like.

16 **M. Mona Unilaterally Conveys RVN's Only Asset and Takes the Remaining**  
17 **Funds for his and Maize's Personal Use**

18 125. Sometime in September of 2006 and less than 30 days after the second Far West  
19 close of escrow but before the Vestin loan was due, Mona unilaterally decided to walk  
away from the Project and give what remained of it back to Vestin.

20 126. Mona never informed Far West that RVN was transferring the remaining Property to  
21 the lender right after Far West closed escrow.

22 127. RVN also has \$125,000 in its account at El Paseo Bank, which was RVN's only  
bank account.

23 128. On or about November 13, 2006, Mona and Maize decided to take that money for  
24 themselves via checks to the Mona Family Trust and World Development, despite having  
25 received multiple letters from Far West alleging breach of the Purchase Agreements.

1 129. Far West had deposited \$32,846 into Escrow at the time of the original transaction,  
2 and that money was being held to pay for certain infrastructure improvements that RVN  
was going to perform.

3 130. Those improvements were never constructed.

4 **N. Far West Suffers Damage**

5 131. RVVA never completed the infrastructure and all of RVN's property interests were  
6 conveyed to Vestin by Mona.

7 132. Because the infrastructure was incomplete, no developers could move forward with  
8 the Project's remaining lots.

9 133. Far West was left with four fully-constructed and merchandized homes (3 models  
10 and one production home), with no way to complete the rest of the development and/or to  
sell anything.

11 134. Far West remained obligated to complete certain in-tract infrastructure, or risk a  
claim on Far West's performance bond with the City.

12 135. All totaled, Far West invested \$11,138,411.45 into this Project (which includes the  
13 per-diem delay damages under the Purchase Agreements).

14 136. With 10% pre-judgment interest through the first day of trial, the grand total is  
15 \$16,886,132.16.

16 137. Daily damages of \$5,259.75 from September 23, 2011 until entry of Judgment are  
17 comprised of the per diem penalty plus further pre-judgment interest on Far West's out-  
of-pocket expenses at 10%.

18 **O. Alter Ego**

19 138. Mona and the Mona Family Trust failed to adequately capitalize RVN.

20 139. Mona commingled funds belonging to RVN, the Mona Family Trust, MonaCo  
21 Development, and himself personally.

22 140. Mona diverted RVN's funds to other than RVN's uses.

23 141. Mona treated the assets of RVN as his own.

24 142. Mona used RVN as a mere shell, instrumentality, or conduit for his own personal  
25 gain.

1 143. Mona diverted assets from RVN to Vestin, himself, MonaCo Development, and  
2 World Development to the detriment of RVN's creditors

3 144. Maintaining legal separation between RVN, Mona, and the Mona Family Trust  
4 would sanction fraud and promote injustice.

5 145. All actions taken by Mona in this regard were both in his individual capacity and in  
6 his capacity as Trustee of the Mona Family Trust.

## 7 **II. Conclusions of Law**

### 8 **A. RVN Breached the Purchase Agreements**

- 9 1. RVN breached both Purchase Agreements with Far West and Far West suffered  
10 damages proximately caused thereby.
- 11 2. Those fixed and readily-ascertainable damages total \$11,138,411.45, exclusively of  
12 pre-judgment interest.
- 13 3. Pre-judgment interest calculated from the day each expense was incurred by Far West  
14 through the first day of trial total \$5,727,720.71, and Far West is entitled to that  
15 interest.
- 16 4. All Totaled, Far West suffered damages of \$16,886,132.16 as of September 23, 2011,  
17 that were proximately caused by RVN's breaches of the Purchase Agreements.

### 18 **B. Mona, RVN, and World Development Intentionally Defrauded Far West**

- 19 5. Both Maize and Mona intentionally misrepresented material facts and concealed other  
20 material facts from Far West as discussed above.
- 21 6. When Maize and Mona misrepresented and concealed those materials facts, they were  
22 doing so on behalf of RVN as Members and Managers.
- 23 7. Furthermore, Maize made those same material misrepresentations and omitted those  
24 material facts as the CEO and Shareholder of World Development.
- 25 8. Maize and Mona were under a duty to disclose those material facts that were  
concealed from Far West, and Far West was unaware of those facts or Maize's and  
Mona's concealment.
9. Maize and Mona acted with an intent to defraud Far West, Far West justifiably relied  
upon Maize's and Mona's affirmative misrepresentations and omissions, and Far West  
sustained damage

1 10. As a result of Mona's, RVN's, and World Development's intentional fraud, Far West  
2 sustained damages totaling \$16,886.132.16 as of September 23, 2011 (with pre-  
3 judgment interest included).

4 **C. Mona, RVN, and World Development are Liable for Negligent Misrepresentation**

5 11. Maize and Mona (on behalf of World Development and RVN) misrepresented material  
6 facts without a reasonable ground for believing them to be true and omitted certain  
7 material facts, with the intent to induce Far West's reliance on those facts  
8 misrepresented or omitted.

9 12. Far West was ignorant of the truth, and justifiably relied upon Maize and Mona's  
10 representations and omissions, thereby sustaining damage.

11 **D. Mona, RVN and World Development are liable for Breach of the Common Law  
12 Duty to Disclose**

13 13. As a seller of real property, Mona, RVN, and World Development had a duty to  
14 disclose to Far West all facts that materially affected the value of the property being  
15 sold.

16 14. Maize and Mona failed to disclose the numerous facts referenced above which  
17 materially affected the value of the property, and they knew that such facts were not  
18 known to, or within the reach of diligent attention and observation of Far West.

19 15. As a result, Far West sustained the damage referenced above.

20 **E. Mona, RVN and World Development are all Liable for Conspiracy to Commit  
21 Fraud**

22 16. Mona and Shustek agreed and conspired to defraud any potential purchasers of the  
23 Project (which ultimately included Far West) by structuring this entire transaction to  
24 appear to be a legitimate loan being made to a legitimate company (RVN) and  
25 guaranteed by another legitimate company (Emerald Suites).

17 17. The conspiratorial agreement between Mona and Shustek was for them to take  
18 millions of dollars for Vestin in the form of fees, to pay certain individuals and entities  
19 unrelated to the Project a total of \$702,000, and for Mona and the Mona Family Trust  
20 to personally reap an initial \$1 million profit.

21 18. Mona and Shustek also agreed that Mona would use what was left of the Construction  
22 Loan to move the Project along far enough to find some unsuspecting developer to  
23 purchase all or part of it from RVN.

24 19. At some point after the formation of that conspiracy, but no later than the Fall of 2005,  
25 Maize joined them as a co-conspirator.

1 20. In exchange for agreeing; (1) to continue moving the Project along and seeking  
2 unsuspecting developers to purchase it; and (2) to stay silent about the monies already  
3 paid from the Construction Loan to Mona and Vestin, World Development was paid  
4 \$858,598.60, which money was separate from any project management costs to which  
5 it was to be paid.

6 21. The many wrongful acts done furtherance of that conspiracy are more fully set forth in  
7 the Findings of Fact.

8 22. The Liability of Mona, RVN, and World Development is therefore joint and several as  
9 a result of their conspiratorial agreement.

10 **F. Maize Acted as Mona's Agent**

11 23. Maize was Mona's actual and ostensible agent when Mona directed him to submit to  
12 Far West the fraudulent Guaranty.

13 **II. MONA IS THE ALTER EGO OF RVN, AND TO THE EXTENT NECESSARY,**  
14 **OF THE MONA FAMILY TRUST**

15 27. California law governs any alter ego analysis.

16 28. The alter ego doctrine applies to Limited Liability Companies.

17 29. Under California law, the alter ego doctrine is a viable theory of recovery against a  
18 Trustee for actions taken in his or her representative capacity to benefit the Trust.

19 30. Accordingly, this finding of alter ego liability applies to Mona both in his individual  
20 capacity and in his capacity as the Trustee of the Mona Family Trust.

21 31. There is such a unity of interest and ownership that the separate personalities of  
22 RVN, the Mona Family Trust, and Mona no longer individually exist.

23 32. The acts of RVN are treated as those of the entity alone, an inequitable result will  
24 follow.

25 33. Mona, individually and in his capacity as Trustee of the Mona Family Trust, are the  
alter egos of RVN and therefore liable for any and all damages awarded against RVN.

34. To the extent necessary, Mona is the alter ego of the Mona Family Trust, and as a  
result, both he and the Mona Family Trust are both liable for any and all damages  
awarded herein against RVN.

1 **III. FAR WEST IS ENTITLED TO THE INTERPLEAD FUNDS**

2 35. Defendant Fidelity National Title Company filed a Cross-Complaint in Interpleader,  
3 thereby depositing \$32,846 with the Court pursuant to Section 386.1 of the California  
4 Code of Civil Procedure.

5 36. Far West is entitled to those funds, and the Clerk is hereby directed to pay those funds  
6 to Far West forthwith.

7 **IV. JUDGMENT TO BE ISSUED**

8 Judgment shall issue forthwith against Mona in his individual capacity and as Trustee of  
9 the Mona Family Trust, RVN, and World Development in the amount of \$16,886,132.16 plus  
10 daily additional damages of \$5,259.75 from September 23, 2011 until entry of Judgment, jointly  
11 and severally; this amount totals \$17,841,651.92 as of March 5, 2012. Furthermore, that  
12 judgment shall leave a blank for any award of any court costs and attorney's fees that will be the  
13 subject of Far West's post-Judgment motions. Finally, the Clerk is directed to release the  
14 \$32,846 interplead funds to Far West immediately.

15  
16 Dated: March 5, 2012

17   
18 Hon. Jacqueline C. Jackson,  
19 Judge Presiding  
20  
21  
22  
23  
24  
25

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

RHONDA HELENE MONA AND MICHAEL J.  
MONA, JR.,

Petitioners,

vs.

Electronically Filed  
Jul 17 2015 02:45 p.m.  
Tracie K. Lindeman  
Clerk of Supreme Court

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

THE EIGHTH JUDICIAL DISTRICT COURT  
FOR THE STATE OF NEVADA, IN AND FOR  
THE COUNTY OF CLARK, AND THE  
HONORABLE JOE HARDY, DISTRICT  
JUDGE,

Respondents,

and

FAR WEST INDUSTRIES,

Real Party in Interest.

---

**PETITIONERS' APPENDIX**  
**(Volume 1, Bates Nos. 1–193)**

ROBERT L. EISENBERG  
Nevada Bar No. 0950  
ALICE CAMPOS MERCADO  
Nevada Bar No. 4555  
Lemons, Grundy & Eisenberg  
6005 Plumas Street, #300  
Reno, Nevada 89519  
775-786-6868  
Email: [rle@lge.net](mailto:rle@lge.net)  
[acm@lge.net](mailto:acm@lge.net)  
ATTORNEYS FOR PETITIONER  
RHONDA HELENE MONA

TERRY A. COFFING  
Nevada Bar No. 4949  
MICAH S. ECHOLS  
Nevada Bar No. 8437  
TYE S. HANSEEN  
Nevada Bar No. 10365  
Marquis Aurbach Coffing  
10001 Park Run Drive  
Las Vegas, Nevada 89145  
702-382-0711  
Email: [tcoffing@maclaw.com](mailto:tcoffing@maclaw.com)  
[mechols@maclaw.com](mailto:mechols@maclaw.com)  
[thanseen@maclaw.com](mailto:thanseen@maclaw.com)  
ATTORNEYS FOR PETITIONER  
MICHAEL J. MONA, JR.

## INDEX TO PETITIONERS' APPENDIX

<b>DOCUMENT DESCRIPTION</b>		<b>LOCATION</b>
Application of Foreign Judgment (filed 10/18/12)		Vol. 1, Bates Nos. 1-7
Notice of Filing Application for Foreign Judgment and Affidavit (filed 10/23/12)		Vol. 1, Bates Nos. 8-17
Minutes of September 18, 2013 Status Check Hearing		Vol. 1, Bates No. 18
Order [Regarding Documents and Debtor Exam] (10/07/13)		Vol. 1, Bates Nos. 19-21
Notice of Examination of Judgment Debtor (filed 10/31/13)		Vol. 1, Bates Nos. 22-24
Minutes of December 4, 2013 Status Check Hearing		Vol. 1, Bates No. 25
Ex Parte Motion for Order Allowing Judgment Debtor Examination of Michael J. Mona, Jr., Individually, and as Trustee of the Mona Family Trust Dated February 12, 2002, and Rhonda Mona as Trustee of the Mona Family Trust Dated February 12, 2002 (filed 05/08/15)		Vol. 1, Bates Nos. 26-29
<b>Exhibit to Ex Parte Motion for Order Allowing Judgment Debtor Examination of Michael J. Mona, Jr., Individually, and as Trustee of the Mona Family Trust Dated February 12, 2002, and Rhonda Mona as Trustee of the Mona Family Trust Dated February 12, 2002</b>		
<b>Exhibit</b>	<b>Document Description</b>	
1	Definitions	Vol. 1, Bates Nos. 30-36



<b>DOCUMENT DESCRIPTION</b>		<b>LOCATION</b>
Notice of Entry of Order for Examination of Michael J. Mona, Jr., Individually, and as Trustee of the Mona Family Trust Dated February 12, 2002 with Order (filed 05/14/15)		Vol. 1, Bates Nos. 37-48
Notice of Entry of Order for Examination of Rhonda Mona as Trustee of the Mona Family Trust Dated February 12, 2002 with Order (filed 05/14/15)		Vol. 1, Bates Nos. 49-60
Affidavit of Service (Michael J. Mona) (filed 05/20/15)		Vol. 1, Bates No. 61
Ex Parte Motion to Serve Rhonda Mona as Trustee of the Mona Family Trust Dated February 12, 2002 via Certified or Registered Mail Pursuant to NRS 14.090(1)(b) (filed 05/21/15)		Vol. 1, Bates Nos. 62-64
<b>Exhibits to Ex Parte Motion to Serve Rhonda Mona as Trustee of the Mona Family Trust Dated February 12, 2002 via Certified or Registered Mail Pursuant to NRS 14.090(1)(b)</b>		
<b>Exhibit</b>	<b>Document Description</b>	
1	Affidavit of Attempted Service (Rhonda Mona)	Vol. 1, Bates Nos. 65-66
2	Proposed Order Granting Ex Parte Motion to Serve Rhonda Mona as Trustee of the Mona Family Trust Dated February 12, 2002 via Certified or Registered Mail Pursuant to NRS 14.090(1)(b)	Vol. 1, Bates Nos. 67-69
Notice of Entry of Order Granting Ex Parte Motion to Serve Rhonda Mona as Trustee of the Mona Family Trust Dated February 12, 2002 via Certified or Registered Mail Pursuant to NRS 14.090(1)(b) with Order (filed 05/27/15)		Vol. 1, Bates Nos. 70-74

<b>DOCUMENT DESCRIPTION</b>		<b>LOCATION</b>
Certificate of Service Via U.S. Postal Service on Rhonda Mona as Trustee of the Mona Family Trust Dated February 12, 2002 (filed 06/04/15)		Vol. 1, Bates Nos. 75-77
<b>Exhibits to Certificate of Service Via U.S. Postal Service on Rhonda Mona as Trustee of the Mona Family Trust Dated February 12, 2002</b>		
<b>Exhibit</b>	<b>Document Description</b>	
1	Order for Examination of Rhonda Mona as Trustee of the Mona Family Trust Dated February 12, 2002 (filed 05/13/15)	Vol. 1, Bates Nos. 78-87
2	Certified Mail Receipt	Vol. 1, Bates Nos. 88-90
Motion for Protective Order on Order Shortening Time (filed 06/08/15)		Vol. 1, Bates Nos. 91-99
<b>Exhibits to Motion for Protective Order on Order Shortening Time</b>		
<b>Exhibit</b>	<b>Document Description</b>	
A	May 18, 2015 Email from Tye Hanseen to Tom Edwards Regarding Debtor Examination	Vol. 1, Bates Nos. 100-01
B	May 18, 2015 Email from Tom Edwards to Tye Hanseen Regarding Debtor Examination	Vol. 1, Bates Nos. 102-03
C	May 28, 2015 Email Chain Between Terry Coffing and Tom Edwards Regarding Judgment Debtor Examinations	Vol. 1, Bates Nos. 104-05
Opposition to Motion for Protective Order on Order Shortening Time (filed 06/09/15)		Vol. 1, Bates Nos. 106-13

<b>DOCUMENT DESCRIPTION</b>		<b>LOCATION</b>
<b>Exhibits to Opposition to Motion for Protective Order on Order Shortening Time</b>		
<b>Exhibit</b>	<b>Document Description</b>	
1	June 1, 2015 Email from Tom Edwards to Terry Coffing Requesting Explanation of “Road Show” and Travel Dates	Vol. 1, Bates Nos. 114-15
2	June 1, 2015 Email from Terry Coffing to Tom Edwards Explaining the Term “Road Show”	Vol. 1, Bates Nos. 116-17
3	June 1, 2015 Email from Tom Edwards to Terry Coffing Requesting Travel Dates	Vol. 1, Bates Nos. 118-19
Minutes of June 10, 2015 Hearing on Motion for Protective Order		Vol. 1, Bates Nos. 120-21
Notice of Entry of Order Regarding Motion for Protective Order with Order (filed 06/17/15)		Vol. 1, Bates Nos. 122-26
Ex Parte Application for Order to Show Cause Why Accounts of Rhonda Mona Should Not Be Subject to Execution and Why the Court Should Not Find the Monas in Contempt (filed 06/29/15)		Vol. 1, Bates Nos. 127-43
<b>Exhibits to Ex Parte Application for Order to Show Cause Why Accounts of Rhonda Mona Should Not Be Subject to Execution and Why the Court Should Not Find the Monas in Contempt</b>		
<b>Exhibit</b>	<b>Document Description</b>	
1	Post-Marital Property Settlement Agreement (dated 09/13/13)	Vol. 1, Bates Nos. 144-56
2	Excerpted Transcript of November 25, 2013 Judgment Debtor Exam of Michael J. Mona	Vol. 1, Bates Nos. 157-62

<b>DOCUMENT DESCRIPTION</b>		<b>LOCATION</b>
<b>Exhibits to Ex Parte Application for Order to Show Cause Why Accounts of Rhonda Mona Should Not Be Subject to Execution and Why the Court Should Not Find the Monas in Contempt (cont.)</b>		
<b>Exhibit</b>	<b>Document Description</b>	
3	Excerpted Rough Draft Transcript of June 26, 2015 Deposition of Rhonda H. Mona, as Trustee of the Mona Family Trust Dated February 12, 2002	Vol. 1, Bates Nos. 163-72
4	Judgment in Superior Court of California, Riverside Case No. RIC495966 (filed 05/01/12)  Findings of Fact and Conclusions of Law in Superior Court of California, Riverside Case No. RIC495966 (filed 03/06/12)	Vol. 1, Bates Nos. 173-93
Order to Show Cause Why Accounts of Rhonda Mona Should Not Be Subject to Execution and Why the Court Should Not Find the Monas in Contempt (filed 06/30/15)		Vol. 2, Bates Nos. 194-96
Receipt of Copy (filed 06/30/15)		Vol. 2, Bates Nos. 197-99
Notice of Entry of Order to Show Cause Why Accounts of Rhonda Mona Should Not Be Subject to Execution and Why the Court Should Not Find the Monas in Contempt with Order (filed 06/30/15)		Vol. 2, Bates Nos. 200-05
Response to Order to Show Cause Why Accounts of Rhonda Mona Should Not Be Subject to Execution and Why the Court Should Not Find the Monas in Contempt (filed 07/07/15)		Vol. 2, Bates Nos. 206-20

<b>DOCUMENT DESCRIPTION</b>		<b>LOCATION</b>
<b>Exhibits to Response to Order to Show Cause Why Accounts of Rhonda Mona Should Not Be Subject to Execution and Why the Court Should Not Find the Monas in Contempt</b>		
<b>Exhibit</b>	<b>Document Description</b>	
A	Findings of Fact and Conclusions of Law in Superior Court of California, Riverside Case No. RIC495966 (filed 03/06/12)	Vol. 2, Bates Nos. 221-37
B	Post-Marital Property Settlement Agreement (dated 09/13/13)	Vol. 2, Bates Nos. 238-50
C	Declaration of Mike Mona in Support of Response to Order to Show Cause	Vol. 2, Bates Nos. 251-52
Reply in Support of Order to Show Cause Why Accounts of Rhonda Mona Should Not Be Subject to Execution and Why the Court Should Not Find the Monas in Contempt (filed 07/08/15)		Vol. 2, Bates Nos. 253-70
<b>Exhibits to Reply in Support of Order to Show Cause Why Accounts of Rhonda Mona Should Not Be Subject to Execution and Why the Court Should Not Find the Monas in Contempt</b>		
<b>Exhibit</b>	<b>Document Description</b>	
5	Declaration of Joan Wiley	Vol. 2, Bates Nos. 271-72
6	Excerpted Rough Draft Transcript of June 26, 2015 Deposition of Rhonda H. Mona, as Trustee of the Mona Family Trust Dated February 12, 2002	Vol. 2, Bates Nos. 273-75
7	Excerpted Rough Draft Transcript of June 30, 2015 Deposition of Michael Mona	Vol. 2, Bates Nos. 276-83

<b>DOCUMENT DESCRIPTION</b>	<b>LOCATION</b>
Declaration in Support of Request for Contempt (filed 07/08/15)	Vol. 2, Bates Nos. 284-91
Supplement to Response to Order to Show Cause Why Accounts of Rhonda Mona Should Not Be Subject to Execution and Why the Court Should Not Find the Monas in Contempt (filed 07/08/15)	Vol. 2, Bates Nos. 292-97
Minutes of July 9, 2015 Show Cause Hearing	Vol. 2, Bates Nos. 298-301
Transcript of July 9, 2015 Show Cause Hearing (filed 07/14/15)	Vol. 2, Bates Nos. 302-47
Order Regarding Order to Show Cause Why Accounts of Rhonda Mona Should Not Be Subject to Execution and Why the Court Should Not Find the Monas in Contempt (filed 07/15/15)	Vol. 2, Bates Nos. 348-58

# CIVIL COVER SHEET      A - 1 2 - 6 7 0 3 5 2 - F

Clark County, Nevada

I V

Case No. \_\_\_\_\_  
(Assigned by Clerk's Office)

## I. Party Information

Plaintiff(s) (name/address/phone):  Far West Industries   Attorney (name/address/phone): David S. Lee, Esq. Lee, Hernandez, Landrum, Garofalo & Blake, APC 7575 Vegas Drive, Suite 150 Las Vegas, Nevada 89128 (702) 880-9750	Defendant(s) (name/address/phone):  Rio Vista Nevada, LLC, World Development, Inc., Bruce Maize, Michael J. Mona, Jr.  Attorney (name/address/phone):
---	--

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

Civil Cases		
<b>Real Property</b>  <input type="checkbox"/> <b>Landlord/Tenant</b> <input type="checkbox"/> Unlawful Detainer <input type="checkbox"/> <b>Title to Property</b> <input type="checkbox"/> Foreclosure <input type="checkbox"/> Liens <input type="checkbox"/> Quiet Title <input type="checkbox"/> Specific Performance <input type="checkbox"/> <b>Condemnation/Eminent Domain</b> <input type="checkbox"/> <b>Other Real Property</b> <input type="checkbox"/> Partition <input type="checkbox"/> Planning/Zoning	<b>Negligence</b>  <input type="checkbox"/> <b>Negligence – Auto</b> <input type="checkbox"/> <b>Negligence – Medical/Dental</b> <input type="checkbox"/> <b>Negligence – Premises Liability</b> (Slip/Fall) <input type="checkbox"/> <b>Negligence – Other</b>	<b>Torts</b>  <input type="checkbox"/> <b>Product Liability</b> <input type="checkbox"/> Product Liability/Motor Vehicle <input type="checkbox"/> Other Torts/Product Liability <input type="checkbox"/> <b>Intentional Misconduct</b> <input type="checkbox"/> Torts/Defamation (Libel/Slander) <input type="checkbox"/> Interfere with Contract Rights <input type="checkbox"/> <b>Employment Torts</b> (Wrongful termination) <input type="checkbox"/> <b>Other Torts</b> <input type="checkbox"/> Anti-trust <input type="checkbox"/> Fraud/Misrepresentation <input type="checkbox"/> Insurance <input type="checkbox"/> Legal Tort <input type="checkbox"/> Unfair Competition
<b>Probate</b>  <input type="checkbox"/> <b>Summary Administration</b> <input type="checkbox"/> <b>General Administration</b> <input type="checkbox"/> <b>Special Administration</b> <input type="checkbox"/> <b>Set Aside Estates</b> <input type="checkbox"/> <b>Trust/Conservatorships</b> <input type="checkbox"/> Individual Trustee <input type="checkbox"/> Corporate Trustee <input type="checkbox"/> <b>Other Probate</b>	<b>Other Civil Filing Types</b>  <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <input type="checkbox"/> <b>Construction Defect</b>                      <input type="checkbox"/> Chapter 40                      <input type="checkbox"/> General  <input type="checkbox"/> <b>Breach of Contract</b>                      <input type="checkbox"/> Building &amp; Construction                      <input type="checkbox"/> Insurance Carrier                      <input type="checkbox"/> Commercial Instrument                      <input type="checkbox"/> Other Contracts/Acct/Judgment                      <input type="checkbox"/> Collection of Actions                      <input type="checkbox"/> Employment Contract                      <input type="checkbox"/> Guarantee                      <input type="checkbox"/> Sale Contract                      <input type="checkbox"/> Uniform Commercial Code  <input type="checkbox"/> <b>Civil Petition for Judicial Review</b>                      <input type="checkbox"/> Other Administrative Law                      <input type="checkbox"/> Department of Motor Vehicles                      <input type="checkbox"/> Worker's Compensation Appeal                 </div> <div style="width: 48%;"> <input type="checkbox"/> <b>Appeal from Lower Court</b> (also check applicable civil case box)                      <input type="checkbox"/> Transfer from Justice Court                      <input type="checkbox"/> Justice Court Civil Appeal  <input type="checkbox"/> <b>Civil Writ</b>                      <input type="checkbox"/> Other Special Proceeding  <input checked="" type="checkbox"/> <b>Other Civil Filing</b>                      <input type="checkbox"/> Compromise of Minor's Claim                      <input type="checkbox"/> Conversion of Property                      <input type="checkbox"/> Damage to Property                      <input type="checkbox"/> Employment Security                      <input type="checkbox"/> Enforcement of Judgment                      <input checked="" type="checkbox"/> Foreign Judgment – Civil                      <input type="checkbox"/> Other Personal Property                      <input type="checkbox"/> Recovery of Property                      <input type="checkbox"/> Stockholder Suit                      <input type="checkbox"/> Other Civil Matters                 </div> </div>	

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

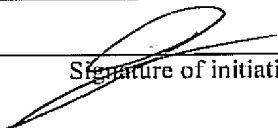
- ☐ NRS Chapters 78-88
- ☐ Commodities (NRS 90)
- ☐ Securities (NRS 90)

- ☐ Investments (NRS 104 Art. 8)
- ☐ Deceptive Trade Practices (NRS 598)
- ☐ Trademarks (NRS 600A)

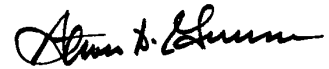
- ☐ Enhanced Case Mgmt/Business
- ☐ Other Business Court Matters

October 18, 2012

Date

  
Signature of initiating party or representative





CLERK OF THE COURT

**FORJ**  
John R. Hawley  
Nevada Bar No. 001545  
LEE, HERNANDEZ, LANDRUM,  
GAROFALO & BLAKE  
7575 Vegas Drive, Suite 150  
Las Vegas, Nevada 89128  
(702) 880-9750  
Fax; (702) 314-1210  
jhawley@leelawfirm.com

Attorneys for Plaintiff

**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

FAR WEST INDUSTRIES, a California  
corporation,

Plaintiff,

vs.

RIO VISTA NEVADA, LLC, a Nevada  
limited liability company; WORLD  
DEVELOPMENT, INC., a California  
corporation; BRUCE MAIZE, and individual;  
MICHAEL J. MONA, JR., an individual;  
DOES I through 100, inclusive,

Defendants.

CASE NO.: A - 12 - 670352 - F

I V

**APPLICAION OF FOREIGN  
JUDGMENT**

**AFFIDAVIT OF JOHN R. HAWLEY, ESQ.**

STATE OF NEVADA     )  
                                      : ss.  
COUNTY OF CLARK    )

COMES NOW, JOHN R. HAWLEY, ESQ., being first duly sworn, and states as follows:

1. That Affiant is an attorney, duly licensed to practice in the State of Nevada and is a  
member of the law firm of LEE, HERNANDEZ, LANDRUM, GAROFALO & BLAKE.

LEE, HERNANDEZ, LANDRUM,  
GAROFALO & BLAKE  
7575 VEGAS DRIVE, SUITE 150  
LAS VEGAS, NV 89128  
(702) 880-9750

LEE, HERNANDEZ, LANDRUM,  
GAROFALO & BLAKE  
7575 VEGAS DRIVE, SUITE 150  
LAS VEGAS, NV 89128  
(702) 880-9750

1 2. That Affiant is counsel of record for FAR WEST INDUSTRIES, a California  
2 corporation in the instant matter.

3 3. That the name and last known address of the Judgment Debtors herein are as follows:

4 **Michael J. Mona, Jr.**  
5 **2793 Red Arrow Drive**  
6 **Las Vegas, NV 89135**

7 **Michael J. Mona, Jr., as trustee of the Mona Family Trust dated February 21,**  
8 **2002**  
9 **2793 Red Arrow Drive**  
10 **Las Vegas, NV 89135**

11 4. That the name and address of the Judgment Creditor herein is as follows:

12 **Far West Industries, a California corporation**  
13 **2922 Daimler Street**  
14 **Santa Ana, CA 89128**

15 5. That the Judgment herein, a duly exemplified copy of which is attached hereto, is valid  
16 and enforceable.

17 6. That no portion of the Judgment herein has been satisfied.

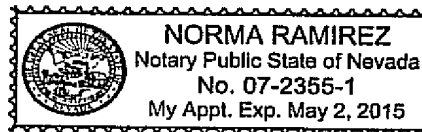
18 FURTHER Affiant sayeth naught.

19 DATED this 18<sup>th</sup> day of October, 2012.

20   
21 **JOHN R. HAWLEY, ESQ.**

22 SUBSCRIBED and SWORN to  
23 before me this 18<sup>th</sup> day of  
24 October, 2012.

25   
26  
27 NOTARY PUBLIC



28 (SEAL)

# EXEMPLIFICATION CERTIFICATE

The documents to which this certificate is attached are full, true and correct copies of the originals on file and of record in my office. All of which we have caused by these presents to be exemplified, and the seal of our Superior Court of California, County of Riverside to be hereunto affixed.



IN WITNESS WHEREOF, I have hereto set my hand and affixed the Seal of the said Court,

This 7<sup>th</sup> day of June  
Sherri R. Carter  
Sherri R. Carter, Clerk  
Superior Court of California, County of Riverside

I, Mac R. Fisher, Judge of the Superior Court of the State of California, in and for the County of Riverside, do hereby certify that SHERRI R. CARTER whose name is subscribed to the preceding exemplification, is the Clerk of the said Superior Court of the State of California, in and for the County of Riverside, and that full faith and credit are due to her official acts. I further certify, that the seal affixed to the exemplification is the seal of our said Superior Court and that the attestation thereof is in due form and according to the form of attestation used in this State.

Date June 7, 2012

Mac R. Fisher  
Judge of the Superior Court of California  
County of Riverside

FILED  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE

APR 27 2012

MJV

APR 30 2012

JP

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF RIVERSIDE, RIVERSIDE COURT

FAR WEST INDUSTRIES, a California  
corporation,

Plaintiff,

vs.

RIO VISTA NEVADA, LLC, a Nevada limited  
liability company; WORLD DEVELOPMENT,  
INC., a California corporation; BRUCE MAIZE,  
an individual; MICHAEL J. MONA, JR., an  
individual; and DOES 1 through 100, inclusive,

Defendants.

) Case No. RIC495966

) JUDGE: Hon. Jacqueline Jackson

) ~~[PROPOSED] JUDGMENT NUNC PRO TUNC~~

) Action Filed: March 24, 2008

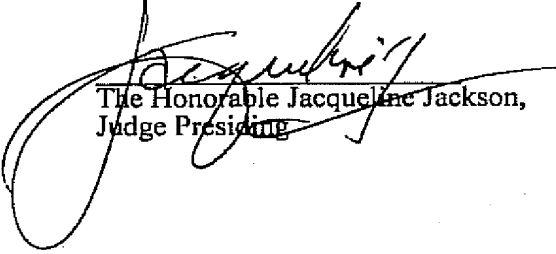
) Trial Date: September 23, 2011

On February 23, 2012, the Honorable Jacqueline Jackson entered Finding of Fact and Conclusion of Law in the above-referenced matter. Based upon those Findings and Conclusion, Judgment is hereby entered in favor of Plaintiff Far West Industries, a California corporation and against the following Defendants, jointly and severally: (1) Michael J. Mona, Jr.; (2) Michael J. Mona, Jr., as Trustee of the Mona Family Trust dated February 21, 2002; (3) Rio Vista Nevada, LLC, a Nevada limited liability company; and (4) World Development, Inc., a California corporation in the amount of \$17,777,562.18. Recoverable court costs of \$25,562.56 and attorney's fees of \$327,548.84 are also awarded to Far West Industries, jointly and severally against all Defendants. The Clerk is hereby directed to enter those amounts on this Judgment following Far West Industries' post-Judgment petition for them. Finally, the Clerk is hereby

~~[PROPOSED] JUDGMENT NUNC PRO TUNC~~

1 directed to release the \$32,846 that was interplead by Defendant Fidelity National Title Company  
2 to Far West Industries upon entry of this Judgment.

3 Dated: 4/27/12

  
The Honorable Jacqueline Jackson,  
Judge Presiding

GREEN & HALL  
ATTORNEYS AT LAW  
4100 W. 10TH AVENUE

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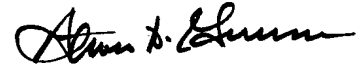
LEE, HERNANDEZ, LANDRUM,  
GAROFALO & BLAKE  
7575 VEGAS DRIVE, SUITE 150  
LAS VEGAS, NV 89128  
(702) 880-9750

**NOFA**

John R. Hawley

Nevada Bar No. 001545  
LEE, HERNANDEZ, LANDRUM,  
GAROFALO & BLAKE  
7575 Vegas Drive, Suite 150  
Las Vegas, Nevada 89128  
(702) 880-9750  
Fax: (702) 314-1210  
jhawley@leelawfirm.com

Electronically Filed  
10/23/2012 07:54:40 AM



CLERK OF THE COURT

Attorneys for Plaintiff

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

FAR WEST INDUSTRIES, a California  
corporation,

Plaintiff,

vs.

RIO VISTA NEVADA, LLC, a Nevada  
limited liability company; WORLD  
DEVELOPMENT, INC., a California  
corporation; BRUCE MAIZE, and individual;  
MICHAEL J. MONA, JR., an individual;  
DOES I through 100, inclusive,


Defendants.

**CASE NO.: A-12-670352-F**  
**DEPT: IV**

**NOTICE OF FILING APPLICATION  
OF FOREIGN JUDGMENT AND  
AFFIDAVIT**

NOTICE IS HEREBY GIVEN that the attached judgment has been entered in the above  
matter.

DATED this 19<sup>th</sup> day of October, 2012.

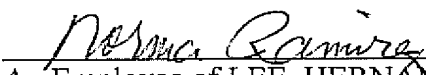
  
JOHN R. HAWLEY, ESQ.  
LEE, HERNANDEZ, LANDRUM,  
GAROFALO & BLAKE  
7575 Vegas Drive, Suite 150  
Las Vegas, Nevada 89128

LEE, HERNANDEZ, LANDRUM,  
GAROFALO & BLAKE  
7575 VEGAS DRIVE, SUITE 150  
LAS VEGAS, NV 89128  
(702) 880-9750

**CERTIFICATE OF MAILING**

**Far West Industries v. Rio Vista Nevada, LLC**

I hereby certify that on this 19<sup>th</sup> day of October, 2012, I served the foregoing NOTICE OF FILING APPLICATION OF FOREIGN JUDGMENT and AFFIDAVIT OF FOREIGN JUDGMENT by placing a true and correct copy thereof in the United States mail, postage prepaid for certified mailing as item # 71969008904012653103 Michael J. Moná, Jr., 71969008904012653318 Michael J. Moná, as trustee of the Moná Family Trust, and 71969008904012653400 Howard Golds.

  
An Employee of LEE, HERNANDEZ,  
LANDRUM, GAROFALO & BLAKE

LEE, HERNANDEZ, LANDRUM,  
GAROFALO & BLAKE  
7575 VEGAS DRIVE, SUITE 150  
LAS VEGAS, NV 89128  
(702) 880-9750

**Far West Industries v. Rio Vista Nevada, LLC**  
**Service List**

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Michael J. Mona, Jr.  
2793 Red Arrow Drive  
Las Vegas, Nevada 89135

Michael J. Mona, Jr., as trustee of the  
Mona Family Trust  
2793 Red Arrow Drive  
Las Vegas, Nevada 89135

Howard Golds  
BEST, BEST & KRIEGER LLP  
3750 University Avenue # 400  
Riverside, CA 92502



# CIVIL COVER SHEET     A - 1 2 - 6 7 0 3 5 2 - F

Clark County, Nevada

I V

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

(Assigned by Clerk's Office)

## I. Party Information

Plaintiff(s) (name/address/phone):

Far West Industries

Defendant(s) (name/address/phone):

Rio Vista Nevada, LLC,

World Development, Inc.,

Bruce Maize,

Michael J. Mona, Jr.

Attorney (name/address/phone):

David S. Lee, Esq.

Lee, Hernandez, Landrum, Garofalo & Blake, APC

7575 Vegas Drive, Suite 150

Las Vegas, Nevada 89128

(702) 880-9750

Attorney (name/address/phone):

**II. Nature of Controversy** (Please check applicable bold category and applicable subcategory, if appropriate)

☐ Arbitration Requested

### Civil Cases

Real Property	Negligence	Torts
<input type="checkbox"/> Landlord/Tenant <input type="checkbox"/> Unlawful Detainer <input type="checkbox"/> Title to Property <input type="checkbox"/> Foreclosure <input type="checkbox"/> Liens <input type="checkbox"/> Quiet Title <input type="checkbox"/> Specific Performance <input type="checkbox"/> Condemnation/Eminent Domain <input type="checkbox"/> Other Real Property <input type="checkbox"/> Partition <input type="checkbox"/> Planning/Zoning	<input type="checkbox"/> Negligence – Auto <input type="checkbox"/> Negligence – Medical/Dental <input type="checkbox"/> Negligence – Premises Liability (Slip/Fall) <input type="checkbox"/> Negligence – Other	<input type="checkbox"/> Product Liability <input type="checkbox"/> Product Liability/Motor Vehicle <input type="checkbox"/> Other Torts/Product Liability <input type="checkbox"/> Intentional Misconduct <input type="checkbox"/> Torts/Defamation (Libel/Slander) <input type="checkbox"/> Interfere with Contract Rights <input type="checkbox"/> Employment Torts (Wrongful termination) <input type="checkbox"/> Other Torts <input type="checkbox"/> Anti-trust <input type="checkbox"/> Fraud/Misrepresentation <input type="checkbox"/> Insurance <input type="checkbox"/> Legal Tort <input type="checkbox"/> Unfair Competition

### Probate

### Other Civil Filing Types

<input type="checkbox"/> Summary Administration <input type="checkbox"/> General Administration <input type="checkbox"/> Special Administration <input type="checkbox"/> Set Aside Estates <input type="checkbox"/> Trust/Conservatorships <input type="checkbox"/> Individual Trustee <input type="checkbox"/> Corporate Trustee <input type="checkbox"/> Other Probate	<input type="checkbox"/> Construction Defect <input type="checkbox"/> Chapter 40 <input type="checkbox"/> General <input type="checkbox"/> Breach of Contract <input type="checkbox"/> Building & Construction <input type="checkbox"/> Insurance Carrier <input type="checkbox"/> Commercial Instrument <input type="checkbox"/> Other Contracts/Acct/Judgment <input type="checkbox"/> Collection of Actions <input type="checkbox"/> Employment Contract <input type="checkbox"/> Guarantee <input type="checkbox"/> Sale Contract <input type="checkbox"/> Uniform Commercial Code <input type="checkbox"/> Civil Petition for Judicial Review <input type="checkbox"/> Other Administrative Law <input type="checkbox"/> Department of Motor Vehicles <input type="checkbox"/> Worker's Compensation Appeal	<input type="checkbox"/> Appeal from Lower Court (also check applicable civil case box) <input type="checkbox"/> Transfer from Justice Court <input type="checkbox"/> Justice Court Civil Appeal <input type="checkbox"/> Civil Writ <input type="checkbox"/> Other Special Proceeding <input checked="" type="checkbox"/> Other Civil Filing <input type="checkbox"/> Compromise of Minor's Claim <input type="checkbox"/> Conversion of Property <input type="checkbox"/> Damage to Property <input type="checkbox"/> Employment Security <input type="checkbox"/> Enforcement of Judgment <input checked="" type="checkbox"/> Foreign Judgment – Civil <input type="checkbox"/> Other Personal Property <input type="checkbox"/> Recovery of Property <input type="checkbox"/> Stockholder Suit <input type="checkbox"/> Other Civil Matters
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**III. Business Court Requested** (Please check applicable category; for Clark or Washoe Counties only.)

- ☐ NRS Chapters 78-88
- ☐ Commodities (NRS 90)
- ☐ Securities (NRS 90)

- ☐ Investments (NRS 104 Art. 8)
- ☐ Deceptive Trade Practices (NRS 598)
- ☐ Trademarks (NRS 600A)

- ☐ Enhanced Case Mgmt/Business
- ☐ Other Business Court Matters

October 18, 2012

Date

  
Signature of initiating party or representative



CLERK OF THE COURT

1 FORJ

2 John R. Hawley  
3 Nevada Bar No. 001545  
4 LEE, HERNANDEZ, LANDRUM,  
5 GAROFALO & BLAKE  
6 7575 Vegas Drive, Suite 150  
7 Las Vegas, Nevada 89128  
8 (702) 880-9750  
9 Fax; (702) 314-1210  
10 jhawley@leelawfirm.com

11 Attorneys for Plaintiff

12 DISTRICT COURT

13 CLARK COUNTY, NEVADA

14 FAR WEST INDUSTRIES, a California  
15 corporation,

16 Plaintiff,

17 vs.

18 RIO VISTA NEVADA, LLC, a Nevada  
19 limited liability company; WORLD  
20 DEVELOPMENT, INC., a California  
21 corporation; BRUCE MAIZE, and individual;  
22 MICHAEL J. MONA, JR., an individual;  
23 DOES I through 100, inclusive,

24 Defendants.

CASE NO.: A-12-670352-F

IV

APPLICAION OF FOREIGN  
JUDGMENT

25 AFFIDAVIT OF JOHN R. HAWLEY, ESQ.

26 STATE OF NEVADA )

27 : ss.

28 COUNTY OF CLARK )

COMES NOW, JOHN R. HAWLEY, ESQ., being first duly sworn, and states as follows:

1. That Affiant is an attorney, duly licensed to practice in the State of Nevada and is a member of the law firm of LEE, HERNANDEZ, LANDRUM, GAROFALO & BLAKE.

LEE, HERNANDEZ, LANDRUM,  
GAROFALO & BLAKE  
7575 VEGAS DRIVE, SUITE 150  
LAS VEGAS, NV 89128  
(702) 880-9750

LEE, HERNANDEZ, LANDRUM,  
GAROFALO & BLAKE  
7575 VEGAS DRIVE, SUITE 150  
LAS VEGAS, NV 89128  
(702) 880-9750

1 2. That Affiant is counsel of record for FAR WEST INDUSTRIES, a California  
2 corporation in the instant matter.

3 3. That the name and last known address of the Judgment Debtors herein are as follows:

4 Michael J. Mona, Jr.  
5 2793 Red Arrow Drive  
6 Las Vegas, NV 89135

7 Michael J. Mona, Jr., as trustee of the Mona Family Trust dated February 21,  
8 2002  
9 2793 Red Arrow Drive  
10 Las Vegas, NV 89135

11 4. That the name and address of the Judgment Creditor herein is as follows:

12 Far West Industries, a California corporation  
13 2922 Daimler Street  
14 Santa Ana, CA 89128

15 5. That the Judgment herein, a duly exemplified copy of which is attached hereto, is valid  
16 and enforceable.


17 6. That no portion of the Judgment herein has been satisfied.

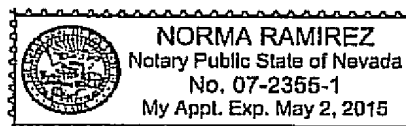
18 FURTHER Affiant sayeth naught.

19 DATED this 18<sup>th</sup> day of October, 2012.

20   
JOHN R. HAWLEY, ESQ.

21 SUBSCRIBED and SWORN to  
22 before me this 18<sup>th</sup> day of  
23 October, 2012.

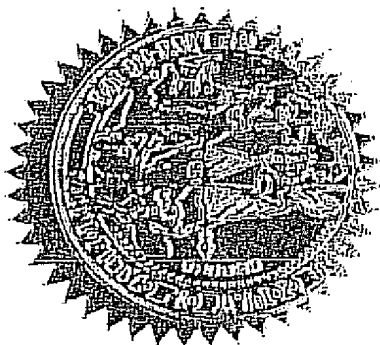
24  
25  
26   
27 NOTARY PUBLIC



28 (SEAL)

# EXEMPLIFICATION CERTIFICATE

The documents to which this certificate is attached are full, true and correct copies of the originals on file and of record in my office. All of which we have caused by these presents to be exemplified, and the seal of our Superior Court of California, County of Riverside to be hereunto affixed.



IN WITNESS WHEREOF, I have hereto set my hand and affixed the Seal of the said Court,

This 7<sup>th</sup> day of June  
Sherri R. Carter  
Sherri R. Carter, Clerk  
Superior Court of California, County of Riverside

I, Mac R. Fisher, Judge of the Superior Court of the State of California, in and for the County of Riverside, do hereby certify that SHERRI R. CARTER whose name is subscribed to the preceding exemplification, is the Clerk of the said Superior Court of the State of California, in and for the County of Riverside, and that full faith and credit are due to her official acts. I further certify, that the seal affixed to the exemplification is the seal of our said Superior Court and that the attestation thereof is in due form and according to the form of attestation used in this State.

Date June 7, 2012

Mac R. Fisher  
Judge of the Superior Court of California  
County of Riverside

APR 30 2012

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF RIVERSIDE, RIVERSIDE COURT**

FAR WEST INDUSTRIES, a California corporation,

Plaintiff,

VS.

**RIO VISTA NEVADA, LLC**, a Nevada limited liability company; **WORLD DEVELOPMENT, INC.**, a California corporation; **BRUCE MAIZE**, an individual; **MICHAEL J. MONA, JR.**, an individual; and **DOES 1 through 100**, inclusive,

**Defendants.**

Case No. RIC495966

JUDGE: Hon. Jacqueline Jackson

~~[PROPOSED] JUDGMENT AUNC PRO~~  
~~TUNC~~

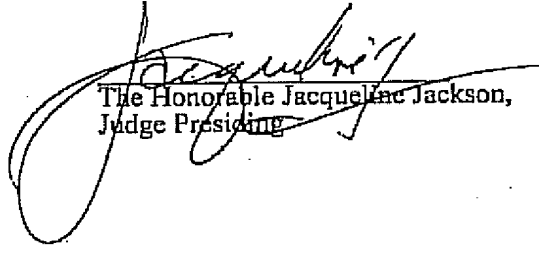
Action Filed: March 24, 2008  
Trial Date: September 23, 2011

On February 23, 2012, the Honorable Jacqueline Jackson entered Finding of Fact and Conclusion of Law in the above-referenced matter. Based upon those Findings and Conclusion, Judgment is hereby entered in favor of Plaintiff Far West Industries, a California corporation and against the following Defendants, jointly and severally: (1) Michael J. Mona, Jr.; (2) Michael J. Mona, Jr., as Trustee of the Mona Family Trust dated February 21, 2002; (3) Rio Vista Nevada, LLC, a Nevada limited liability company; and (4) World Development, Inc., a California corporation in the amount of \$17,777,562.18. Recoverable court costs of \$25,562.56 and attorney's fees of \$327,548.84 are also awarded to Far West Industries, jointly and severally against all Defendants. The Clerk is hereby directed to enter those amounts on this Judgment following Far West Industries' post-Judgment petition for them. Finally, the Clerk is hereby

~~[PROPOSED] JUDGMENT NUNC PRO TUNC~~

1 directed to release the \$32,846 that was interplead by Defendant Fidelity National Title Company  
2 to Far West Industries upon entry of this Judgment.

3 Dated: 4/27/12

  
The Honorable Jacqueline Jackson,  
Judge Presiding

GREEN & HALL  
ATTORNEYS AT LAW  
OF THE DISTRICT OF COLUMBIA

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

Foreign Judgment - Civil

COURT MINUTES

September 18, 2013

---

A-12-670352-F      Far West Industries, Plaintiff(s)  
vs. Rio Vista Nevada, LLC , Defendant(s)

---

September 18, 2013      9:00 AM      Status Check

HEARD BY:    Sturman, Gloria

COURTROOM:    RJC Courtroom 03H

COURT CLERK:    Linda Denman

RECORDER:    Kerry Esparza

**PARTIES**

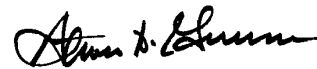
PRESENT:      Hawley, John R.      Attorney for Plaintiff  
                     Muije, John W.      Attorney for Defendant

**JOURNAL ENTRIES**

- At **STATUS CHECK: COMPLIANCE WITH COURT'S 7/25/13 ORDER**, counsel requested Court's guidance to set parameters to return defendant's business records and to conduct the judgment debtor exam. Counsel advised 18 of 20 boxes have been delivered and the remaining 2 should be delivered next week. Court instructed Mr. Hawley to make copies of the records in his possession and return them to Mr. Muije next Wednesday (Sept 25) when the final boxes are delivered; copy and return those documents within one week (October 2) and set the judgment debtor exam for two 8-hour days with reasonable breaks after reviewing the documents. COURT ORDERED status check SET but advised counsel if the matter should be wrapped up, the status check could be vacated by notice to Chambers.

CONTINUED TO 12/4/2013 AT 9:00AM





CLERK OF THE COURT

1 ORDER  
2 JOHN W. MUIJE & ASSOCIATES  
3 JOHN W. MUIJE, ESQ.,  
4 Nevada Bar No. 2419  
5 1320 S. Casino Center Blvd.  
6 Las Vegas, Nevada 89104  
7 PH: 702-386-7002  
8 Fax No: 702-386-9135  
9 Email: Jmuije@muijelawoffice.com  
10 *Attorneys for Judgment debtors Michael J. Mona Jr.,*  
11 *and Michael J. Mona Jr., as trustee of the*  
12 *Monad Family Trust Dated February 21, 2002*

9 DISTRICT COURT

10 CLARK COUNTY, NEVADA

11 FAR WEST INDUSTRIES, a California  
12 corporation,

13 Plaintiff,

14 vs.

15 RIO VISTA NEVADA, LLC, Nevada  
16 limited liability company; WORLD  
17 DEVELOPMENT, INC., a California  
18 corporation; BRUCE MAIZE, and  
19 individual; MICHAEL J. MONA, JR., an  
20 individual; DOES I through III, and ROE  
21 CORPORATIONS I through III, inclusive,

22 Defendants.

Case No. : A-12-670352-F

Dept. No.: XXVI

HEARING DATE: SEPTEMBER 18, 2013

HEARING TIME: 9:00 A.M.

23 ORDER

24 This matter came on for hearing on a status check regarding the Court Ordered Examination  
25 of Judgment Debtors MICHAEL J. MONA, JR., and MICHEL J. MONA JR., as Trustee of the  
26 MONA FAMILY TRUST DATED FEBRUARY 21, 2002, Plaintiff represented by JOHN R.  
27 HAWLEY OF the law firm of LEE, HERNANDEZ, LANDRUM, GAROFALO & BLAKE, the  
28

LAW OFFICES  
**JOHN W. MUIJE & ASSOCIATES**  
1320 S. CASINO CENTER BOULEVARD  
LAS VEGAS, NEVADA 89104  
Phone: (702) 386-7002 Fax: (702) 386-9135

1 appearing defendants represented by JOHN W. MUIJE, ESQ., of the law firm of JOHN W. MUIJE  
2 & ASSOCIATES, the Court and Counsel having engaged in discussion regarding the status of said  
3 defendants' compliance with the Court's Examination Order and good cause appearing,

4 **IT IS HEREBY ORDERED AND ADJUDGED AND DECREED** that Plaintiff shall  
5 return to the offices of counsel for said Defendants the eighteen boxes of documents produced by  
6 said Defendants in compliance with this Court's Order on or about September 5, 2013, no later than  
7 5:00 p.m. (PDT) on Wednesday, September 25, 2013.  
8

9 **IT IS HEREBY ORDERED AND ADJUDGED AND DECREED** that said Defendants  
10 shall complete their production, constituting approximately two additional boxes of documents as  
11 represented by said Defendant's counsel, to counsel for Plaintiff, no later than 5:00 p.m.(PDT) on  
12 Wednesday, September 25, 2013.

13 **IT IS HEREBY ORDERED AND ADJUDGED AND DECREED** that Plaintiff shall have  
14 one week from the delivery of those additional documents, i.e. thru and including 5:00 p.m.  
15 Wednesday October 2, 2013, to complete its review and inspection of said two additional boxes of  
16 documents, and return the same to the offices of said Defendants counsel.  
17

18 **IT IS HEREBY ORDERED AND ADJUDGED AND DECREED** that the Court also  
19 entertained discussion regarding the scope and reasonableness of a sworn debtor examination, and  
20 has concluded that said examination shall be conducted over two 8-hour working days, (with suitable  
21 and appropriate breaks during said days), on dates mutually agreeable to the parties and counsel, to  
22 occur subsequent to October 2, 2013, but no later than November 20, 2013.  
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LAW OFFICES  
**JOHN W. MUIJE & ASSOCIATES**  
1330 S. CASINO CENTER BOULEVARD  
LAS VEGAS, NEVADA 89104  
Phone: (702) 386-7002 Fax: (702) 386-9135

1 IT IS FURTHER ORDERED AND ADJUDGED AND DECREED that the court will  
2 continue this matter for further status check to occur before the court on December 4, 2013 at the  
3 hour of 9:00 a.m., which status check may be unilaterally vacated by the parties to the extent that the  
4 document production and examination goes smoothly, and have been completed prior to that date.

5 Dated this 2nd day of October, 2013.


  
DISTRICT COURT JUDGE

6  
7  
8 Respectfully submitted,  
9 JOHN W. MUIJE & ASSOCIATES

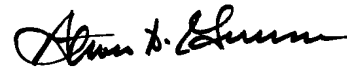
10 By:   
11 JOHN W. MUIJE, ESQ.,  
12 Nevada Bar No: 2419  
13 1320 S. Casino Center Blvd.  
14 Las Vegas, NV 89104  
15 Telephone: 702-386-7002  
16 Facsimile: 702-386-9135  
17 Email: [jmuje@mujelawoffice.com](mailto:jmuje@mujelawoffice.com)  
18 Attorneys for Judgment debtors Michael J. Mona Jr.,  
19 and Michael J. Mona Jr., as trustee of the  
20 Monad Family Trust Dated February 21, 2002

21 APPROVED AS TO FORM AND CONTENT

22 LEE, HERNANDEZ, LANDRUM,  
23 GAROFALO & BLAKE

24 By:   
25 JOHN R. HAWLEY, ESQ.,  
26 Nevada Bar No: 001545  
27 7575 Vegas Drive #150  
28 Las Vegas, NV 89128  
Telephone: 702-880-8910  
Facsimile: 702-382-6675  
Email: [jhawley@lcc-lawfirm.com](mailto:jhawley@lcc-lawfirm.com)  
Attorneys for FAR WEST INDUSTRIES

C:\Documents and Settings\Colleen\Desktop\2013-09-28 Order - Far West- Mona.wpd



CLERK OF THE COURT

1 **NOTC**  
2 **DAVID S. LEE, ESQ.**  
3 Nevada Bar No. 6033  
4 John R. Hawley  
5 Nevada Bar No. 1545  
6 **LEE, HERNANDEZ, LANDRUM,**  
7 **GAROFALO & BLAKE**  
8 7575 Vegas Drive, Suite 150  
9 Las Vegas, Nevada 89128  
10 (702) 880-9750  
11 Fax; (702) 314-1210  
12 [dlee@lee-lawfirm.com](mailto:dlee@lee-lawfirm.com)  
13 [jhawley@lee-lawfirm.com](mailto:jhawley@lee-lawfirm.com)

14 Attorneys for Plaintiff

15 **DISTRICT COURT**  
16 **CLARK COUNTY, NEVADA**

17 **FAR WEST INDUSTRIES, a California**  
18 **corporation,**

19 **Plaintiff,**

20 **vs.**

21 **RIO VISTA NEVADA, LLC, a Nevada**  
22 **limited liability company; WORLD**  
23 **DEVELOPMENT, INC., a California**  
24 **corporation; BRUCE MAIZE, and individual;**  
25 **MICHAEL J. MONA, JR., an individual;**  
26 **DOES I through 100, inclusive,**

27 **Defendants.**

28 **CASE NO.: A-12-670352-F**  
**DEPT: XXVI**

**NOTICE OF EXAMINATION OF  
JUDGMENT DEBTOR**

**HEARING DATE: November 25, 2013**  
**November 26, 2013**  
**HEARING TIME: 10:00 A.M.**

**NOTICE OF EXAMINATION OF JUDGMENT DEBTOR**

29 COMES NOW, Plaintiff, FAR WEST INDUSTRIES, a California corporation, by and  
30 through their attorneys of record LEE, HERNANDEZ, LANDRUM, GAROFALO & BLAKE  
31 and John R. Hawley Esq. and hereby gives notice of Examination of Judgment Debtor Michael  
32 Mona scheduled for November 25 and 26, 2013, at the hour of 10:00 a.m. at Litigation Services,

33 **///**


34 **///**

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3770 Howard Hughes Parkway, Suite 300 Las Vegas, Nevada.

DATED this 31<sup>st</sup> day of October, 2013.

LEE, HERNANDEZ, LANDRUM,  
GAROFALO & BLAKE, APC

By:   
DAVID S. LEE, ESQ.  
Nevada Bar No.: 6033  
JOHN R. HAWLEY, ESQ.  
Nevada Bar No. 1545  
7575 Vegas Drive, Suite 150  
Las Vegas, Nevada 89128  
Attorney for Plaintiff

LEE, HERNANDEZ, LANDRUM,  
GAROFALO & BLAKE  
7575 VEGAS DRIVE, SUITE 150  
LAS VEGAS, NV 89128  
(702) 880-9750

LEE, HERNANDEZ, LANDRUM,  
GAROFALO & BLAKE  
7575 VEGAS DRIVE, SUITE 150  
LAS VEGAS, NV 89128  
(702) 880-9750

CERTIFICATE OF MAILING

Far West Industries vs. Rio Vista Nevada, LLC

I HEREBY CERTIFY that on the 31<sup>st</sup> day of October 2013, I hereby certify that I served a copy of the above and foregoing Notice of Examination of Judgment Debtors, via facsimile to the following counsel:

John W. Muije, Esq.  
JOHN W. MUIJE & ASSOCIATES  
1320 S. Casino Center Blvd.  
Las Vegas, Nevada 89104  
(702) 386-7002  
Fax: (702) 386-9135  
Email: jmuije@muijeandvarricchio.com  
Attorney for Judgment Debtor Michael J. Mona, Jr.  
and Michael J. Mona, Jr. as trustee of the  
Mona Family Trust Date February 21, 2002

Litigation Services  
3770 Howard Hughes Parkway, Suite 300  
Las Vegas, Nevada 89169  
(702) 314-7200  
Fax: (702) 631-7351

  
An employee of LEE, HERNANDEZ, LANDRUM,  
GAROFALO & BLAKE, APC

A-12-670352-F

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

Foreign Judgment - Civil

COURT MINUTES

December 04, 2013

---

A-12-670352-F      Far West Industries, Plaintiff(s)  
vs. Rio Vista Nevada, LLC , Defendant(s)

---

December 04, 2013      9:00 AM      Status Check

HEARD BY:    Sturman, Gloria

COURTROOM:    RJC Courtroom 03H

COURT CLERK:    Linda Denman

RECORDER:    Kerry Esparza

**PARTIES**

PRESENT:      Hawley, John R.      Attorney for Plaintiff  
                     Muije, John W.      Attorney for Mona Defendants

**JOURNAL ENTRIES**

- At **STATUS CHECK: COMPLIANCE WITH COURT'S 7/25/13 ORDER**, counsel appeared and explained that the parties have conducted the judgment debtor's exam and everything is going along satisfactorily. Upon Court's inquiry, counsel advised they did not want to close this case and would like another status check set in six months. COURT SO ORDERED.

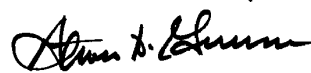
CONTINUED TO 7/23/2014 at 9:00AM

PRINT DATE:    12/04/2013

Page 1 of 1

Minutes Date:    December 04, 2013

0025



CLERK OF THE COURT

**EAJD**  
F. THOMAS EDWARDS, ESQ.  
Nevada Bar No. 9549  
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*Attorneys for Plaintiff*

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

FAR WEST INDUSTRIES, a California  
corporation,

Plaintiff,

v.

RIO VISTA NEVADA, LLC, a Nevada limited  
liability company; WORLD DEVELOPMENT,  
INC., a California corporation; BRUCE MAIZE,  
an individual, MICHAEL J. MONA, JR., an  
individual; DOES 1 through 100, inclusive,

Defendants.

CASE NO.: A-12-670352-F  
Dept. No.: XV

**EX PARTE MOTION FOR ORDER  
ALLOWING JUDGMENT DEBTOR  
EXAMINATION OF MICHAEL J. MONA,  
JR., INDIVIDUALLY, AND AS TRUSTEE  
OF THE MONA FAMILY TRUST DATED  
FEBRUARY 12, 2002, AND RHONDA  
MONA AS TRUSTEE OF THE MONA  
FAMILY TRUST DATED FEBRUARY 12,  
2002**

Plaintiff FAR WEST INDUSTRIES ("Plaintiff"), by and through its attorney F. THOMAS EDWARDS, ESQ. of the law firm of HOLLEY DRIGGS WALCH FINE WRAY PUZEY & THOMPSON, files this *Ex Parte* Motion for Order Allowing a Judgment Debtor Examination of Michael J. Mona, Jr., Individually, and as Trustee of the Mona Family Trust Dated February 12, 2002, and Rhonda Mona as Trustee of the Mona Family Trust Dated February 12, 2002 ("Motion").

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1 This Motion is based upon the Points and Authorities attached hereto, and the pleadings  
2 and papers on file herein.

3 Dated this 8th day of May, 2015.

4 **HOLLEY DRIGGS WALCH**  
5 **FINE WRAY PUZEY & THOMPSON**  
6 

7 F. THOMAS EDWARDS, ESQ.  
8 Nevada Bar No. 9549  
9 400 South Fourth Street, Third Floor  
10 Las Vegas, Nevada 89101  
11 *Attorneys for Plaintiff*

12 **MEMORANDUM OF POINTS AND AUTHORITIES**

13 1. STATEMENT OF FACTS

14 **JUDGMENT OF MORE THAN \$17 MILLION ENTERED AGAINST MICHAEL J. MONA, JR.**

15 1. On February 23, 2012, the Superior Court of the State of California, County of  
16 Riverside, Riverside Court (the "California Court"), entered Findings of Fact and Conclusions of  
17 Law in the case of Far West Industries v. Rio Vista Nevada, LLC, et. al., Case No. RIC495966  
18 (the "California Action").

19 2. Among other things, the Findings of Fact and Conclusions of Law stated that  
20 Defendant Michael J. Mona, Jr. ("Mona"), among others, intentionally misrepresented material  
21 facts and concealed other material facts from Plaintiff on behalf of Rio Vista Nevada, LLC, with  
22 intent to defraud Plaintiff and that Plaintiff justifiably relied on those misrepresentations and  
23 omissions, which caused Plaintiff damages.

24 3. The Findings of Fact and Conclusions also stated that Mona was the alter ego of  
25 the Mona Family Trust, dated February 21, 2002 (the "Mona Family Trust"), such that he and  
26 the Mona Family Trust are both liable for any and all damages awarded against Rio Vista  
27 Nevada, LLC.

28 4. On April 27, 2012, the California Court entered Judgment in the amount of  
\$17,777,562.18, plus costs of \$25,562.56 and attorney's fees of \$327,548.84, in favor of Plaintiff

1 and against the following parties, jointly and severally: Mona, Mona as Trustee of the Mona  
2 Family Trust, Rio Vista Nevada, LLC, and World Development, Inc. (the “Judgment”).

3 5. On May 4, 2012, Plaintiff provided notice of entry of the Judgment.

4 6. There has been no stay issued or appeal taken as to the Judgment.

5 7. On October 18, 2012, Plaintiff filed its Application of Foreign Judgment in the  
6 instant case before this Court entitled Far West Industries v. Rio Vista Nevada, et. al., Case No.  
7 A-12-670352-F (the “Domesticated Judgment Action”).

8 8. On November 27, 2013, Plaintiff conducted a judgment debtor examination of  
9 Mona for the Domesticated Judgment Action. During the judgment debtor examination, Mona  
10 stated that his wife, Rhonda Mona (“Mrs. Mona”), is a co-trustee of the Mona Family Trust,  
11 which is jointly liable on the Judgment.

12 9. On February 7, 2014, Plaintiff filed a Complaint in the case entitled Far West  
13 Industries v. Cannavest Corp., et. al., Case No. A-14-695786-C (the “Fraudulent Transfer  
14 Action”), alleging among other things, that Mona fraudulently transferred assets to avoid paying  
15 Plaintiff for the Judgment.

16 10. On November 17, 2014, Plaintiff deposed Mona for the Fraudulent Transfer  
17 Action.

18 11. Despite Plaintiff’s collection efforts, Mona has failed to pay any significant  
19 amount towards the Judgment and continues to ignore his obligation to satisfy the outstanding  
20 Judgment despite reportedly earning more than \$8 million in 2014.<sup>1</sup>

21 12. Plaintiff seeks to examine Mona, individually, and as Trustee of the Mona Family  
22 Trust, and Mrs. Mona, as Trustee of the Mona Family Trust, to satisfy the Judgment.

## 23 2. LEGAL ANALYSIS

24 NRS 21.270 provides in pertinent part:

25 1. A judgment creditor, at any time after the judgment is entered, is entitled to an  
26 order from the judge of the court requiring the judgment debtor to appear and  
answer upon oath or affirmation concerning his property, before:

27 <sup>1</sup> To date, Plaintiff has garnished less than \$13,000 from Mona’s assets in satisfaction of the  
28 Judgment.

- 1 (a) The judge or a master appointed by him; or  
2 (b) An attorney representing the judgment creditor,  
3 at a time and place specified in the order. No judgment debtor may be  
4 required to appear outside the county in which he resides.

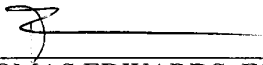
5 ....

6 3. A judgment debtor who is regularly served with an order issued pursuant to  
7 this section, and who fails to appear at the time and place specified in the order,  
may be punished for contempt by the judge issuing the order.

8 Plaintiff is informed and believes that Mona, individually, or as Trustee of the Mona  
9 Family Trust, and/or Mrs. Mona, as Trustee of the Mona Family Trust, are in possession of  
10 property or other non-exempt assets with which the Judgment may be satisfied. Therefore,  
11 Plaintiff is entitled to an Order requiring Mona, individually, and as Trustee of the Mona Family  
12 Trust, and Mrs. Mona, as Trustee of the Mona Family Trust to appear to answer questions under  
13 oath concerning Mona and the Mona Family Trust's property and other assets. With respect to  
14 Mrs. Mona, Plaintiff seeks to conduct her examination on **June 11, 2015, at 10:00 a.m.**, and  
15 with respect to Mona, Plaintiff seeks to conduct his examination on **June 12, 2015, at 10:00**  
16 **a.m.**, with examination continuing from day to day until completed, at the offices of Plaintiff's  
17 counsel, Holley Driggs Walch Fine Wray Puzey & Thompson, 400 South Fourth Street, Third  
18 Floor, Las Vegas, Nevada 89101. Plaintiff also requests an Order requiring Mona, individually,  
19 or as Trustee of the Mona Family Trust, and Mrs. Mona, as Trustee of the Mona Family Trust to  
20 produce at least one week prior to the examination the documents listed on **Exhibit "1"** attached  
21 hereto.

22 Dated this 8th day of May, 2015.

23 **HOLLEY DRIGGS WALCH**  
24 **FINE WRAY PUZEY & THOMPSON**

25   
26 F. THOMAS EDWARDS, ESQ.  
27 Nevada Bar No. 9549  
28 400 South Fourth Street, Third Floor  
Las Vegas, Nevada 89101  
*Attorneys for Plaintiff*

# **EXHIBIT 1**

1 **EXHIBIT "1"**

2

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3 **DEFINITIONS**

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4 The following definitions are to be used with respect to these documents:

5 A. "Document" is defined to be synonymous in meaning and equal in scope to the  
6 usage of this term in Nevada Rules of Civil Procedure 34(a), and shall mean any and all  
7 information in tangible or other form, whether printed, typed, recorded, computerized, filmed,  
8 reproduced by any process, or written or produced by hand, and whether an original, draft,  
9 master, duplicate or copy, or notated version thereof, that is in Your possession, custody, or  
10 control. A draft or non-identical copy is a separate document within the meaning of this term.

11 B. Document shall also include, but not be limited to, electronic files, other data  
12 generated by and/or stored on or through any of Your computer systems and storage media (e.g.,  
13 internal or external hard drives, CD-ROM's, floppy disks, backup tapes, thumb drives, internet-  
14 based posting boards, or any other data storage media or mechanisms), or any other electronic  
15 data. This includes, but is not limited to: email and other electronic communications (e.g.,  
16 postings to internet forums, ICQ or any other instant messenger messages, and/or text messages);  
17 voicemails; word processing documents; spreadsheets; databases; calendars; telephone logs;  
18 contact manager information; Internet usage files; offline storage or information stored on  
19 removable media; information contained on laptops or other portable devices; and network  
20 access information. Further, this includes data in any format for storing electronic data.

21 C. "Relating or referring" are used in their broadest sense and shall mean and  
22 include, but shall not be limited to, advert, allude, comprise, concern, constitute, describe,  
23 discuss, mention, note, pertain, quote, recite, recount, reflect, report or state.

24 D. The singular shall include the plural, and the plural shall include the singular. The  
25 conjunctive "and" shall include the disjunctive "or" and the disjunctive "or" shall include the  
26 conjunctive "and."

27 E. "Judgment Debtor" shall mean and refer to (1) Michael J. Mona, Jr., Individually,  
28 and as Trustee of the Mona Family Trust Dated February 12, 2002, and (2) the Mona Family  
Trust Dated February 12, 2002, in the Judgment entered on April 27, 2012 by the Superior Court  
of the State of California, County of Riverside, Riverside Court in the case of Far West  
Industries v. Rio Vista Nevada, LLC, et. al., Case No. RIC495966.

29 F. "You" or "Your" shall mean and refer to (1) Michael J. Mona, Jr., Individually,  
30 and as Trustee of the Mona Family Trust Dated February 12, 2002, and (2) Rhonda Mona, as  
Trustee of the Mona Family Trust Dated February 12, 2002.

31 G. Each Document produced pursuant to this Exhibit shall be produced as it is kept  
32 in the usual course of business (*i.e.*, in the file folder or binder in which such Document(s) were  
33 located when the request was served) or shall be organized and labeled to correspond to the  
34 categories of Document(s) requested.

35 H. You are instructed to produce any and all Documents which are in your  
36 possession, custody or control. Possession, custody or control includes constructive possession  
37 whereby you have a right to compel the production of a matter from a third party (including an  
38 agency, authority or representative.)

1 I. To the extent the location of any Document called for by this Exhibit is unknown  
2 to you, so state. If any estimate can reasonably be made as to the location of an unknown  
3 Document, describe the Document with sufficient particularity so that it can be identified, set  
4 forth your best estimate of the Document's location, and describe the basis upon which the  
5 estimate is made.

6 J. If any Document request is deemed to call for disclosure of proprietary data,  
7 counsel for movant is prepared to receive such data pursuant to an appropriate confidentiality  
8 order.

9 K. To the extent the production of any Document is objected to on the basis of  
10 privilege, provide the following information about each such document: (1) describe the nature  
11 of the privilege claimed (e.g., attorney-client, work product, etc.); (2) state the factual and legal  
12 basis for the claim of such privilege (e.g., communication between attorney for corporation and  
13 outside counsel relating to acquisition of legal services); (3) identify each person who was  
14 present when the document was prepared and who has seen the Document; and (4) identify every  
15 other Document which refers to or describes the contents of such Document.

16 L. If any document has been lost or destroyed, the Document so lost or destroyed  
17 shall be identified by author, date, subject matter, date of loss or destruction, identity of person  
18 responsible for loss or destruction and, if destroyed, the reason for such destruction.

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#### 13 ITEMS TO BE PRODUCED

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14  
15 1. For the period beginning April 2012 through the present date, financial documents of  
16 Judgment Debtor, including, but not limited to, but not limited to, statements for  
17 checking, savings or other financial accounts, securities brokerage accounts, certificates  
18 of deposit, shares in banks, savings and loan, thrift, building loan, credit unions, or  
19 brokerage houses or cooperative, and records of income, profits from companies, cash on  
20 hand, safe deposit boxes, deposits of money with any other institution or person, cash  
21 value of insurance policies, federal and state income tax refunds due or expected, any  
22 debt payable to or held by or for Judgment Debtor, checks, drafts, notes, bonds, interest  
23 bearing instruments, accounts receivable, liquidated and unliquidated claims of any  
24 nature, or any and all other assets.

25 2. For the period beginning April 2012 through the present date, Documents relating to  
26 closed financial accounts, including, but not limited to checking, savings or other  
27 financial accounts, securities brokerage accounts, certificates of deposit, shares in banks,  
28 savings and loan, thrift, building loan, credit unions, or brokerage houses or cooperative.

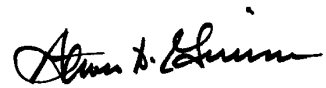
- 1 3. Tax returns and all related tax records of Judgment Debtor for tax years 2011, 2012,  
2 2013, and 2014.
- 3 4. Tax returns and all related tax records of Rhonda Mona for tax years 2011, 2012, 2013,  
4 and 2014.
- 5 5. For the period beginning April 2012 through the present date, Documents relating to tax  
6 deficiencies of Judgment Debtor.
- 7 6. For the period beginning April 2012 through the present date, Documents relating to  
8 earnings and/or income, including, but not limited to, compensation paid or payable for  
9 services performed by Judgment Debtor, wages, tips, salaries, commissions, bonuses,  
10 sales or transfers of assets, and interest earned on financial accounts.
- 11 7. For the period beginning April 2012 through the present date, Documents relating to  
12 proof of Judgment Debtor's employment, including, but not limited to, any and all  
13 paystubs, retirement slips, contracts for employment, and consulting agreements.
- 14 8. For the period beginning April 2012 through the present date, Documents relating to  
15 income, passive income, investment distributions, or other monetary disbursements or  
16 distributions Judgment Debtor has received.
- 17 9. For the period beginning April 2012 through the present date, Documents relating to  
18 Judgment Debtor's ownership or lease of automobiles, trucks, trailers, and other vehicles,  
19 including, but not limited to, Documents relating to vehicle registration, insurance, sales,  
20 purchases, or leases.
- 21 10. For the period beginning April 2012 through the present date, Documents relating to  
22 stock and interests in any and all corporations or other business entities, whether privately  
23 held or publically traded, held by Judgment Debtor, including, but not limited to any and  
24 all certificates of stock in CannaVEST Corp.
- 25 11. For the period beginning April 2012 through the present date, Documents relating to  
26 interests in any and all partnerships, sole proprietorships, joint ventures, corporations,  
27 holding companies and limited liability companies held by Judgment Debtor.
- 28

- 1 12. Documents relating to any and all real property in which Judgment Debtor holds an  
2 interest or which Judgment Debtor owns, directly or indirectly, including, but not limited  
3 to, mortgages, deeds, leases, assignments, subordination agreements, and finance  
4 statements.
- 5 13. Documents relating to any and all tangible or intangible property, including, but not  
6 limited to, furnishings, furniture, musical instruments, fixtures, hardware, home  
7 accessories, electronics, computers, audio-visual devices, appliances, equipment, jewelry,  
8 artwork, antiques, and collections, in which Judgment Debtor holds an interest or which  
9 Judgment Debtor owns, directly or indirectly, including, but not limited to, bills of sale,  
10 sale receipts, purchase agreements, insurance policies, or promissory notes.
- 11 14. For the period beginning April 2012 through the present date, Documents relating to all  
12 commercial and consumer loans which Judgment Debtor applied for, or which Judgment  
13 Debtor guaranteed, that were submitted to any individual, bank, lender, financial  
14 institution, finance company, other private entity, public agency or governmental  
15 administration.
- 16 15. For the period beginning April 2012 through the present date, Documents relating to all  
17 monies loaned to Judgment Debtor or financed on Judgment Debtor's behalf, including,  
18 but not limited to, any home loan, personal property loan, equity loan, or line of credit.
- 19 16. For the period beginning April 2012 through the present date, Documents relating to any  
20 guaranty or assurance of performance made by Judgment Debtor for any contract,  
21 agreements, commercial transactions, loans, financing arrangements, notes, mortgages,  
22 third party lender agreements, assignments, and subordination agreements of any kind.
- 23 17. For the period beginning April 2012 through the present date, policies of insurance issued  
24 in the name of Judgment Debtor and/or under which Judgment Debtor is a beneficiary,  
25 including, but not limited to, policies for life insurance, disability insurance, homeowners  
26 insurance, automobile insurance, health insurance, flood insurance, umbrella policies,  
27 liability insurance, personal property protection, and corporate director and/or officer  
28 insurance.



- 1 18. For the period beginning April 2012 through the present date, Documents relating to any  
2 indebtedness that was owed to Judgment Debtor or which is still owed to Judgment  
3 Debtor by any person or entity, including, but not limited to, agreements, contracts,  
4 leases, promissory notes, mortgages, bills of sale, personal guaranties, or judgments.
- 5 19. For the period beginning April 2012 through the present date, Documents relating to any  
6 indebtedness that was owed by Judgment Debtor or which is still owed by Judgment  
7 Debtor to any person or entity, including, but not limited to, agreements, contracts,  
8 leases, promissory notes, mortgages, bills of sale, personal guaranties, or judgments.
- 9 20. For the period beginning April 2012 through the present date, all audited and unaudited  
10 financial statements prepared by or on behalf of Judgment Debtor.
- 11 21. For the period beginning April 2012 through the present date, financial affidavits that  
12 Judgment Debtor executed at any time for any purpose or reason, including, but not  
13 limited to, submissions in court proceedings or other legal matters, governmental  
14 compliance, proceedings, or investigation, or applications for loans or other financing.
- 15 22. For the period beginning April 2012 through the present date, Documents relating to total  
16 attorney's fees charged to and/or paid by Judgment Debtor.
- 17 23. For the period beginning April 2012 through the present date, Documents relating to  
18 monies, gifts, bequests, dispositions, or transfers paid or given to Judgment Debtor
- 19 24. For the period beginning April 2012 through the present date, Documents relating to all  
20 residential real property lease or mortgage payments, utility bills, including, but not  
21 limited to, cable, telephone, cellular phone, internet, club memberships, credit card  
22 statements, and automobile loan or lease payments that were billed to and/or owed by  
23 Judgment Debtor
- 24 25. For the period beginning April 2012 through the present date, Documents relating to  
25 retirement accounts, pension plans, SEP accounts, profit sharing plans and retirement  
26 plans in which Judgment Debtor currently holds an interest  
27  
28

- 1 26. For the period beginning April 2012 through the present date, Documents relating to all  
2 tangible or intangible property or other assets sold, assigned, transferred, or conveyed by  
3 Judgment Debtor to any person or entity.
- 4 27. Documents relating to any and all trusts of which Judgment Debtor currently is, or has  
5 been for the period beginning April 2012 through the present date, or will be in the  
6 future, a beneficiary, future beneficiary, settlor, or trustee.
- 7 28. Documents relating to any and all wills of which Judgment Debtor currently is, or has  
8 been for the period beginning April 2012 through the present date, or will be a  
9 beneficiary.
- 10 29. Documents evidencing any and all other intangible personal, tangible, and/or real  
11 property of Judgment Debtor not already identified in the items set forth above.
- 12 30. Documents relating to the current value of any and all property identified in the items set  
13 forth above, including, but not limited to, appraisals and tax assessments
- 14 31. A written inventory of any and all property identified in the items set forth above,  
15 including, but not limited to, intangible, personal, tangible, and real property, with each  
16 specific item of property listed with a description, location, and current fair market value.  
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CLERK OF THE COURT

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Facsimile: 702/791-1912

*Attorneys for Plaintiff*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

FAR WEST INDUSTRIES, a California  
corporation,

Plaintiff,

v.

RIO VISTA NEVADA, LLC, a Nevada limited  
liability company; WORLD DEVELOPMENT,  
INC., a California corporation; BRUCE MAIZE,  
an individual, MICHAEL J. MONA, JR., an  
individual; DOES 1 through 100, inclusive,

Defendants.

CASE NO.: A-12-670352-F  
Dept. No.: XV

**NOTICE OF ENTRY OF ORDER FOR  
EXAMINATION OF JUDGMENT  
DEBTOR MICHAEL J. MONA, JR.,  
INDIVIDUALLY, AND AS TRUSTEE OF  
THE MONA FAMILY TRUST DATED  
FEBRUARY 12, 2002**

YOU, and each of you, will please take notice that an **ORDER FOR EXAMINATION  
OF JUDGMENT DEBTOR MICHAEL J. MONA, JR., INDIVIDUALLY, AND AS  
TRUSTEE OF THE MONA FAMILY TRUST DATED FEBRUARY 12, 2002** in the above  
entitled matter was filed and entered by the Clerk of the

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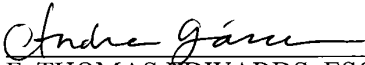
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1 above-entitled Court on the 13th day of May, 2015, a copy of which is attached hereto.

2 Dated this 14th day of May, 2015.

3 **HOLLEY DRIGGS WALCH**  
4 **FINE WRAY PUZEY & THOMPSON**

5   
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7 Nevada Bar No. 9549  
8 E-mail: tedwards@nevadafirm.com  
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16 *Attorneys for Plaintiff*

17  
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1 **CERTIFICATE OF SERVICE**

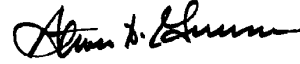
2 I certify that I am an employee of Holley, Driggs, Walch, Fine, Wray, Puzey &  
3 Thompson, and that on the 14<sup>th</sup> day of May, 2015, I served via electronic service in accordance  
4 with Administrative Order 14.2, to all interested parties, through the Court's Wiznet/Odyssey E-  
5 File & Serve, a true copy of the foregoing **ORDER FOR EXAMINATION OF JUDGMENT**  
6 **DEBTOR MICHAEL J. MONA, JR., INDIVIDUALLY, AND AS TRUSTEE OF THE**  
7 **MONA FAMILY TRUST DATED FEBRUARY 12, 2002** in the above matter, addressed as  
8 follows:

9 Aurora M. Maskall, Esq.  
10 David S. Lee, Esq.  
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12 GARAFALO  
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20   
21 Tilla D. Nealon, an employee of  
22 Holley, Driggs, Walch, Fine, Wray, Puzey &  
23 Thompson  
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28



CLERK OF THE COURT

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*Attorneys for Plaintiff*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

FAR WEST INDUSTRIES, a California  
corporation,

Plaintiff,

v.

RIO VISTA NEVADA, LLC, a Nevada limited  
liability company; WORLD DEVELOPMENT,  
INC., a California corporation; BRUCE MAIZE,  
an individual, MICHAEL J. MONA, JR., an  
individual; DOES 1 through 100, inclusive,

Defendants.

CASE NO.: A-12-670352-F  
Dept. No.: XV

**ORDER FOR EXAMINATION OF  
JUDGMENT DEBTOR MICHAEL J.  
MONA, JR., INDIVIDUALLY, AND AS  
TRUSTEE OF THE MONA FAMILY  
TRUST DATED FEBRUARY 12, 2002**

**TO: MICHAEL J. MONA, JR., INDIVIDUALLY, AND AS TRUSTEE OF THE MONA  
FAMILY TRUST DATED FEBRUARY 12, 2002**

**THIS PLEADING IS A COMMUNICATION BEING MADE IN AN EFFORT TO  
COLLECT A DEBT AND SEEK COMPLIANCE WITH A JUDGMENT. ANY  
INFORMATION OBTAINED INCIDENT HERETO WILL BE USED FOR THAT  
PURPOSE.**

It appearing to the Court that a Judgment (the "Judgment") was entered on April 27,  
2012, in favor of Plaintiff Far West Industries and against Defendant Michael J. Mona, Jr.,  
individually ("Mona"), and as Trustee of the Mona Family Trust Dated February 12, 2012 (the  
Mona Family Trust") for damages in the amount of \$17,777,562.18, plus costs of \$25,562.56 and  
attorney's fees of \$327,548.84. Mona and the Mona Family Trust have failed to satisfy any  
amount of the Judgment by paying in full the monetary damages set forth in the Judgment; and  
whereas NRS 21.270 provides for an Examination of Judgment Debtor under such

**MAY 11 2015**

1 circumstances;


2 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Mona, individually,  
3 and as Trustee of the Mona Family Trust ("Judgment Debtor"), appear at the law offices of  
4 HOLLEY DRIGGS WALCH FINE WRAY PUZEY & THOMPSON, located at 400 South  
5 Fourth Street, Third Floor, Las Vegas, Nevada 89101, on **June 12, 2015, at 10:00 a.m. and May**  
6 **29, 2015, at 10:00 a.m.**, to be examined under oath concerning any property which may be used  
7 to satisfy said Judgment ("Judgment Debtor Examination") with examination continuing from  
8 day to day until completed;

9 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that, in the interim of the  
10 Judgment Debtor Examination, the Judgment Debtor be and hereby is forbidden from  
11 effectuating any transfer(s) or otherwise disposing of any property not exempt from execution.

12 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that, the Judgment Debtor  
13 shall produce at least one week prior to the examination the documents listed on **Exhibit "1"**  
14 attached hereto and incorporated herein by reference.

15 IT IS FURTHER HEREBY ORDERED, ADJUDGED AND DECREED that the date  
16 and time of the Judgment Debtor Examination may be continued at the Judgment Creditor's  
17 discretion so as to accommodate any conflict of schedule which may arise.


18 FAILURE TO APPEAR AT THE TIME AND PLACE OF THE SCHEDULED  
19 JUDGMENT DEBTOR EXAMINATION MAY RESULT IN A BENCH WARRANT BEING  
20 ISSUED FOR YOUR ARREST.

21 Dated this 13<sup>th</sup> day of May, 2015.  
22   
23 DISTRICT COURT JUDGE  
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Submitted by:  
HOLLEY DRIGGS WALCH  
FINE WRAY PUZEY & THOMPSON

By   
F. THOMAS EDWARDS, ESQ.  
Nevada Bar No. 9549  
400 S. Fourth Street, Third Floor  
Las Vegas, NV 89101  
*Attorneys for Plaintiff*



1 **EXHIBIT "1"**

2

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3 **DEFINITIONS**

---

4 The following definitions are to be used with respect to these documents:

5 A. "Document" is defined to be synonymous in meaning and equal in scope to the  
6 usage of this term in Nevada Rules of Civil Procedure 34(a), and shall mean any and all  
7 information in tangible or other form, whether printed, typed, recorded, computerized, filmed,  
8 reproduced by any process, or written or produced by hand, and whether an original, draft,  
9 master, duplicate or copy, or notated version thereof, that is in Your possession, custody, or  
10 control. A draft or non-identical copy is a separate document within the meaning of this term.

11 B. Document shall also include, but not be limited to, electronic files, other data  
12 generated by and/or stored on or through any of Your computer systems and storage media (e.g.,  
13 internal or external hard drives, CD-ROM's, floppy disks, backup tapes, thumb drives, internet-  
14 based posting boards, or any other data storage media or mechanisms), or any other electronic  
15 data. This includes, but is not limited to: email and other electronic communications (e.g.,  
16 postings to internet forums, ICQ or any other instant messenger messages, and/or text messages);  
17 voicemails; word processing documents; spreadsheets; databases; calendars; telephone logs;  
18 contact manager information; Internet usage files; offline storage or information stored on  
19 removable media; information contained on laptops or other portable devices; and network  
20 access information. Further, this includes data in any format for storing electronic data.

21 C. "Relating or referring" are used in their broadest sense and shall mean and  
22 include, but shall not be limited to, advert, allude, comprise, concern, constitute, describe,  
23 discuss, mention, note, pertain, quote, recite, recount, reflect, report or state.

24 D. The singular shall include the plural, and the plural shall include the singular. The  
25 conjunctive "and" shall include the disjunctive "or" and the disjunctive "or" shall include the  
26 conjunctive "and."

27 E. "Judgment Debtor" shall mean and refer to (1) Michael J. Mona, Jr., Individually,  
28 and as Trustee of the Mona Family Trust Dated February 12, 2002, and (2) the Mona Family  
Trust Dated February 12, 2002, in the Judgment entered on April 27, 2012 by the Superior Court  
of the State of California, County of Riverside, Riverside Court in the case of Far West  
Industries v. Rio Vista Nevada, LLC, et. al., Case No. RIC495966.

F. "You" or "Your" shall mean and refer to (1) Michael J. Mona, Jr., Individually,  
and as Trustee of the Mona Family Trust Dated February 12, 2002, and (2) Rhonda Mona, as  
Trustee of the Mona Family Trust Dated February 12, 2002.

G. Each Document produced pursuant to this Exhibit shall be produced as it is kept  
in the usual course of business (*i.e.*, in the file folder or binder in which such Document(s) were  
located when the request was served) or shall be organized and labeled to correspond to the  
categories of Document(s) requested.

H. You are instructed to produce any and all Documents which are in your  
possession, custody or control. Possession, custody or control includes constructive possession  
whereby you have a right to compel the production of a matter from a third party (including an  
agency, authority or representative.)

1 I. To the extent the location of any Document called for by this Exhibit is unknown  
2 to you, so state. If any estimate can reasonably be made as to the location of an unknown  
3 Document, describe the Document with sufficient particularity so that it can be identified, set  
4 forth your best estimate of the Document's location, and describe the basis upon which the  
5 estimate is made.

6 J. If any Document request is deemed to call for disclosure of proprietary data,  
7 counsel for movant is prepared to receive such data pursuant to an appropriate confidentiality  
8 order.

9 K. To the extent the production of any Document is objected to on the basis of  
10 privilege, provide the following information about each such document: (1) describe the nature  
11 of the privilege claimed (e.g., attorney-client, work product, etc.); (2) state the factual and legal  
12 basis for the claim of such privilege (e.g., communication between attorney for corporation and  
13 outside counsel relating to acquisition of legal services); (3) identify each person who was  
14 present when the document was prepared and who has seen the Document; and (4) identify every  
15 other Document which refers to or describes the contents of such Document.

16 L. If any document has been lost or destroyed, the Document so lost or destroyed  
17 shall be identified by author, date, subject matter, date of loss or destruction, identity of person  
18 responsible for loss or destruction and, if destroyed, the reason for such destruction.

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#### 13 ITEMS TO BE PRODUCED

---

14  
15 1. For the period beginning April 2012 through the present date, financial documents of  
16 Judgment Debtor, including, but not limited to, but not limited to, statements for  
17 checking, savings or other financial accounts, securities brokerage accounts, certificates  
18 of deposit, shares in banks, savings and loan, thrift, building loan, credit unions, or  
19 brokerage houses or cooperative, and records of income, profits from companies, cash on  
20 hand, safe deposit boxes, deposits of money with any other institution or person, cash  
21 value of insurance policies, federal and state income tax refunds due or expected, any  
22 debt payable to or held by or for Judgment Debtor, checks, drafts, notes, bonds, interest  
23 bearing instruments, accounts receivable, liquidated and unliquidated claims of any  
24 nature, or any and all other assets.

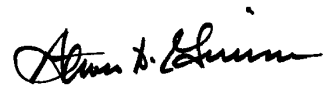
25 2. For the period beginning April 2012 through the present date, Documents relating to  
26 closed financial accounts, including, but not limited to checking, savings or other  
27 financial accounts, securities brokerage accounts, certificates of deposit, shares in banks,  
28 savings and loan, thrift, building loan, credit unions, or brokerage houses or cooperative.

- 1       3. Tax returns and all related tax records of Judgment Debtor for tax years 2011, 2012,  
2       2013, and 2014.
- 3       4. Tax returns and all related tax records of Rhonda Mona for tax years 2011, 2012, 2013,  
4       and 2014.
- 5       5. For the period beginning April 2012 through the present date, Documents relating to tax  
6       deficiencies of Judgment Debtor.
- 7       6. For the period beginning April 2012 through the present date, Documents relating to  
8       earnings and/or income, including, but not limited to, compensation paid or payable for  
9       services performed by Judgment Debtor, wages, tips, salaries, commissions, bonuses,  
10      sales or transfers of assets, and interest earned on financial accounts.
- 11      7. For the period beginning April 2012 through the present date, Documents relating to  
12      proof of Judgment Debtor's employment, including, but not limited to, any and all  
13      paystubs, retirement slips, contracts for employment, and consulting agreements.
- 14      8. For the period beginning April 2012 through the present date, Documents relating to  
15      income, passive income, investment distributions, or other monetary disbursements or  
16      distributions Judgment Debtor has received.
- 17      9. For the period beginning April 2012 through the present date, Documents relating to  
18      Judgment Debtor's ownership or lease of automobiles, trucks, trailers, and other vehicles,  
19      including, but not limited to, Documents relating to vehicle registration, insurance, sales,  
20      purchases, or leases.
- 21      10. For the period beginning April 2012 through the present date, Documents relating to  
22      stock and interests in any and all corporations or other business entities, whether privately  
23      held or publically traded, held by Judgment Debtor, including, but not limited to any and  
24      all certificates of stock in CannaVEST Corp.
- 25      11. For the period beginning April 2012 through the present date, Documents relating to  
26      interests in any and all partnerships, sole proprietorships, joint ventures, corporations,  
27      holding companies and limited liability companies held by Judgment Debtor.
- 28

- 1 12. Documents relating to any and all real property in which Judgment Debtor holds an  
2 interest or which Judgment Debtor owns, directly or indirectly, including, but not limited  
3 to, mortgages, deeds, leases, assignments, subordination agreements, and finance  
4 statements.
- 5 13. Documents relating to any and all tangible or intangible property, including, but not  
6 limited to, furnishings, furniture, musical instruments, fixtures, hardware, home  
7 accessories, electronics, computers, audio-visual devices, appliances, equipment, jewelry,  
8 artwork, antiques, and collections, in which Judgment Debtor holds an interest or which  
9 Judgment Debtor owns, directly or indirectly, including, but not limited to, bills of sale,  
10 sale receipts, purchase agreements, insurance policies, or promissory notes.
- 11 14. For the period beginning April 2012 through the present date, Documents relating to all  
12 commercial and consumer loans which Judgment Debtor applied for, or which Judgment  
13 Debtor guaranteed, that were submitted to any individual, bank, lender, financial  
14 institution, finance company, other private entity, public agency or governmental  
15 administration.
- 16 15. For the period beginning April 2012 through the present date, Documents relating to all  
17 monies loaned to Judgment Debtor or financed on Judgment Debtor's behalf, including,  
18 but not limited to, any home loan, personal property loan, equity loan, or line of credit.
- 19 16. For the period beginning April 2012 through the present date, Documents relating to any  
20 guaranty or assurance of performance made by Judgment Debtor for any contract,  
21 agreements, commercial transactions, loans, financing arrangements, notes, mortgages,  
22 third party lender agreements, assignments, and subordination agreements of any kind.
- 23 17. For the period beginning April 2012 through the present date, policies of insurance issued  
24 in the name of Judgment Debtor and/or under which Judgment Debtor is a beneficiary,  
25 including, but not limited to, policies for life insurance, disability insurance, homeowners  
26 insurance, automobile insurance, health insurance, flood insurance, umbrella policies,  
27 liability insurance, personal property protection, and corporate director and/or officer  
28 insurance.

- 1 18. For the period beginning April 2012 through the present date, Documents relating to any  
2 indebtedness that was owed to Judgment Debtor or which is still owed to Judgment  
3 Debtor by any person or entity, including, but not limited to, agreements, contracts,  
4 leases, promissory notes, mortgages, bills of sale, personal guaranties, or judgments.
- 5 19. For the period beginning April 2012 through the present date, Documents relating to any  
6 indebtedness that was owed by Judgment Debtor or which is still owed by Judgment  
7 Debtor to any person or entity, including, but not limited to, agreements, contracts,  
8 leases, promissory notes, mortgages, bills of sale, personal guaranties, or judgments.
- 9 20. For the period beginning April 2012 through the present date, all audited and unaudited  
10 financial statements prepared by or on behalf of Judgment Debtor.
- 11 21. For the period beginning April 2012 through the present date, financial affidavits that  
12 Judgment Debtor executed at any time for any purpose or reason, including, but not  
13 limited to, submissions in court proceedings or other legal matters, governmental  
14 compliance, proceedings, or investigation, or applications for loans or other financing.
- 15 22. For the period beginning April 2012 through the present date, Documents relating to total  
16 attorney's fees charged to and/or paid by Judgment Debtor.
- 17 23. For the period beginning April 2012 through the present date, Documents relating to  
18 monies, gifts, bequests, dispositions, or transfers paid or given to Judgment Debtor
- 19 24. For the period beginning April 2012 through the present date, Documents relating to all  
20 residential real property lease or mortgage payments, utility bills, including, but not  
21 limited to, cable, telephone, cellular phone, internet, club memberships, credit card  
22 statements, and automobile loan or lease payments that were billed to and/or owed by  
23 Judgment Debtor
- 24 25. For the period beginning April 2012 through the present date, Documents relating to  
25 retirement accounts, pension plans, SEP accounts, profit sharing plans and retirement  
26 plans in which Judgment Debtor currently holds an interest  
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- 1 26. For the period beginning April 2012 through the present date, Documents relating to all  
2 tangible or intangible property or other assets sold, assigned, transferred, or conveyed by  
3 Judgment Debtor to any person or entity.
- 4 27. Documents relating to any and all trusts of which Judgment Debtor currently is, or has  
5 been for the period beginning April 2012 through the present date, or will be in the  
6 future, a beneficiary, future beneficiary, settlor, or trustee.
- 7 28. Documents relating to any and all wills of which Judgment Debtor currently is, or has  
8 been for the period beginning April 2012 through the present date, or will be a  
9 beneficiary.
- 10 29. Documents evidencing any and all other intangible personal, tangible, and/or real  
11 property of Judgment Debtor not already identified in the items set forth above.
- 12 30. Documents relating to the current value of any and all property identified in the items set  
13 forth above, including, but not limited to, appraisals and tax assessments
- 14 31. A written inventory of any and all property identified in the items set forth above,  
15 including, but not limited to, intangible, personal, tangible, and real property, with each  
16 specific item of property listed with a description, location, and current fair market value.
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CLERK OF THE COURT

1 **NEOJ**  
2 F. THOMAS EDWARDS, ESQ.  
3 Nevada Bar No. 9549  
4 E-mail: tedwards@nevadafirm.com  
5 ANDREA M. GANDARA, ESQ.  
6 Nevada Bar No. 12580  
7 E-mail: agandara@nevadafirm.com  
8 HOLLEY DRIGGS WALCH  
9 FINE WRAY PUZEY & THOMPSON  
10 400 South Fourth Street, Third Floor  
11 Las Vegas, Nevada 89101  
12 Telephone: 702/791-0308  
13 Facsimile: 702/791-1912

14 *Attorneys for Plaintiff*

15 **DISTRICT COURT**

16 **CLARK COUNTY, NEVADA**

17 FAR WEST INDUSTRIES, a California  
18 corporation,

19 Plaintiff,

20 v.

21 RIO VISTA NEVADA, LLC, a Nevada limited  
22 liability company; WORLD DEVELOPMENT,  
23 INC., a California corporation; BRUCE MAIZE,  
24 an individual, MICHAEL J. MONA, JR., an  
25 individual; DOES 1 through 100, inclusive,

26 Defendants.

CASE NO.: A-12-670352-F  
Dept. No.: XV

**NOTICE OF ENTRY OF ORDER FOR  
EXAMINATION OF RHONDA MONA,  
AND AS TRUSTEE OF THE MONA  
FAMILY TRUST DATED FEBRUARY 12,  
2002**

27 YOU, and each of you, will please take notice that an **ORDER FOR EXAMINATION**  
28 **OF RHONDA MONA, AND AS TRUSTEE OF THE MONA FAMILY TRUST DATED**  
**FEBRUARY 12, 2002** in the above entitled matter was filed and entered by the Clerk of the

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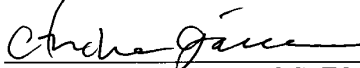
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1 above-entitled Court on the 13th day of May, 2015, a copy of which is attached hereto.

2 Dated this 14th day of May, 2015.

3 **HOLLEY DRIGGS WALCH**  
4 **FINE WRAY PUZEY & THOMPSON**

5   
6 F. THOMAS EDWARDS, ESQ.  
7 Nevada Bar No. 9549  
8 E-mail: tedwards@nevadafirm.com  
9 ANDREA M. GANDARA, ESQ.  
10 Nevada Bar No. 12580  
11 E-mail: agandara@nevadafirm.com  
12 400 South Fourth Street, Third Floor  
13 Las Vegas, Nevada 89101  
14 Telephone: 702/791-0308  
15 Facsimile: 702/791-1912

16 *Attorneys for Plaintiff*

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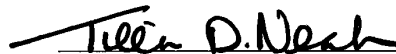
1 **CERTIFICATE OF SERVICE**

2 I certify that I am an employee of Holley, Driggs, Walch, Fine, Wray, Puzey &  
3 Thompson, and that on the 14<sup>th</sup> day of May, 2015, I served via electronic service in accordance  
4 with Administrative Order 14.2, to all interested parties, through the Court's Wiznet/Odyssey E-  
5 File & Serve, a true copy of the foregoing **ORDER FOR EXAMINATION OF RHONDA**  
6 **MONA, AND AS TRUSTEE OF THE MONA FAMILY TRUST DATED FEBRUARY 12,**  
7 **2002** in the above matter, addressed as follows:

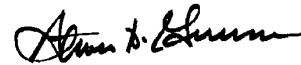
8 Aurora M. Maskall, Esq.  
9 David S. Lee, Esq.  
10 LEE, HERNANDEZ, LANDRUM &  
11 GARAFALO  
12 7575 Vegas Drive, #150  
Las Vegas, NV 89128  
E-mail: [amaskall@lee-lawfirm.com](mailto:amaskall@lee-lawfirm.com)  
[dlee@lee-lawfirm.com](mailto:dlee@lee-lawfirm.com)  
[lee-lawfirm@live.com](mailto:lee-lawfirm@live.com)

Tye Hanseen, Esq.  
MARQUIS AURBACH COFFING  
1001 Park Run Drive  
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[rwesp@maclaw.com](mailto:rwesp@maclaw.com)

13 F. Thomas Edwards, Esq.  
14 Andrea M. Gandara, Esq.  
15 HOLLEY, DRIGGS, WALCH, PUZEY &  
THOMPSON  
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Las Vegas, NV 89101  
E-mail: [tedwards@nevadafirm.com](mailto:tedwards@nevadafirm.com)  
[agandara@nevadafirm.com](mailto:agandara@nevadafirm.com)  
[nmoseley@nevadafirm.com](mailto:nmoseley@nevadafirm.com)  
[tnealon@nevadafirm.com](mailto:tnealon@nevadafirm.com)

19 

20 Tilla D. Nealon, an employee of  
21 Holley, Driggs, Walch, Fine, Wray, Puzey &  
22 Thompson  
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CLERK OF THE COURT

1 **OJDE**  
2 F. THOMAS EDWARDS, ESQ.  
3 Nevada Bar No. 9549  
4 E-mail: tedwards@nevadafirm.com  
5 HOLLEY DRIGGS WALCH  
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8 Las Vegas, Nevada 89101  
9 Telephone: 702/791-0308  
10 Facsimile: 702/791-1912

11 *Attorneys for Plaintiff*

12 **DISTRICT COURT**

13 **CLARK COUNTY, NEVADA**

14 FAR WEST INDUSTRIES, a California  
15 corporation,

16 Plaintiff,

17 v.

18 RIO VISTA NEVADA, LLC, a Nevada limited  
19 liability company; WORLD DEVELOPMENT,  
20 INC., a California corporation; BRUCE MAIZE,  
21 an individual, MICHAEL J. MONA, JR., an  
22 individual; DOES 1 through 100, inclusive,

23 Defendants.

CASE No.: A-12-670352-F  
Dept. No.: XV

**ORDER FOR EXAMINATION OF  
RHONDA MONA AS TRUSTEE OF  
JUDGMENT DEBTOR THE MONA  
FAMILY TRUST DATED FEBRUARY 12,  
2002**

24 **TO: RHONDA MONA, AS TRUSTEE OF JUDGMENT DEBTOR THE MONA  
25 FAMILY TRUST DATED FEBRUARY 12, 2002**

26 **THIS PLEADING IS A COMMUNICATION BEING MADE IN AN EFFORT TO  
27 COLLECT A DEBT AND SEEK COMPLIANCE WITH A JUDGMENT. ANY  
28 INFORMATION OBTAINED INCIDENT HERETO WILL BE USED FOR THAT  
PURPOSE.**

It appearing to the Court that a Judgment (the "Judgment") was entered on April 27, 2012, in favor of Plaintiff Far West Industries and against Defendant Michael J. Mona, Jr., individually ("Mona"), and as Trustee of the Mona Family Trust Dated February 12, 2012 (the Mona Family Trust") for damages in the amount of \$17,777,562.18, plus costs of \$25,562.56 and attorney's fees of \$327,548.84. The Mona Family Trust was found to be jointly liable for any and all damages awarded. During a previous judgment debtor examination of Mona, he indicated that Rhonda Mona ("Mrs. Mona") is his co-trustee of the Mona Family Trust. Mona

1 and the Mona Family Trust have failed to satisfy any amount of the Judgment by paying in full  
2 the monetary damages set forth in the Judgment; and whereas NRS 21.270 provides for an  
3 Examination of Judgment Debtor under such circumstances;

4 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Mrs. Mona, as Trustee  
5 of the Mona Family Trust ("Judgment Debtor"), appear at the law offices of HOLLEY DRIGGS  
6 WALCH FINE WRAY PUZEY & THOMPSON, located at 400 South Fourth Street, Third  
7 Floor, Las Vegas, Nevada 89101, on **June 11, 2015, at 10:00 a.m.**, to be examined under oath  
8 concerning any property which may be used to satisfy said Judgment ("Judgment Debtor  
9 Examination") with examination continuing from day to day until completed;

10 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that, in the interim of the  
11 Judgment Debtor Examination, the Judgment Debtor be and hereby is forbidden from  
12 effectuating any transfer(s) or otherwise disposing of any property not exempt from execution.

13 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that, the Judgment Debtor  
14 shall produce at least one week prior to the examination the documents listed on **Exhibit "1"**  
15 attached hereto and incorporated herein by reference.

16 IT IS FURTHER HEREBY ORDERED, ADJUDGED AND DECREED that the date  
17 and time of the Judgment Debtor Examination may be continued at the Judgment Creditor's  
18 discretion so as to accommodate any conflict of schedule which may arise.

19 FAILURE TO APPEAR AT THE TIME AND PLACE OF THE SCHEDULED  
20 JUDGMENT DEBTOR EXAMINATION MAY RESULT IN A BENCH WARRANT BEING  
21 ISSUED FOR YOUR ARREST.

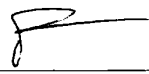
22 Dated this 13<sup>th</sup> day of May, 2015.  
23 Mary Goetz  
24 DISTRICT COURT JUDGE  
25 MB  
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Submitted by:

HOLLEY DRIGGS WALCH  
FINE WRAY PUZEY & THOMPSON

By

  
F. THOMAS EDWARDS, ESQ.  
Nevada Bar No. 9549  
400 S. Fourth Street, Third Floor  
Las Vegas, NV 89101  
*Attorneys for Plaintiff*



1 I. To the extent the location of any Document called for by this Exhibit is unknown  
2 to you, so state. If any estimate can reasonably be made as to the location of an unknown  
3 Document, describe the Document with sufficient particularity so that it can be identified, set  
forth your best estimate of the Document's location, and describe the basis upon which the  
estimate is made.

4 J. If any Document request is deemed to call for disclosure of proprietary data,  
5 counsel for movant is prepared to receive such data pursuant to an appropriate confidentiality  
order.

6 K. To the extent the production of any Document is objected to on the basis of  
7 privilege, provide the following information about each such document: (1) describe the nature  
of the privilege claimed (e.g., attorney-client, work product, etc.); (2) state the factual and legal  
8 basis for the claim of such privilege (e.g., communication between attorney for corporation and  
outside counsel relating to acquisition of legal services); (3) identify each person who was  
9 present when the document was prepared and who has seen the Document; and (4) identify every  
other Document which refers to or describes the contents of such Document.

10 L. If any document has been lost or destroyed, the Document so lost or destroyed  
11 shall be identified by author, date, subject matter, date of loss or destruction, identity of person  
responsible for loss or destruction and, if destroyed, the reason for such destruction.

---

#### 13 ITEMS TO BE PRODUCED

---

15 1. For the period beginning April 2012 through the present date, financial documents of  
16 Judgment Debtor, including, but not limited to, but not limited to, statements for  
17 checking, savings or other financial accounts, securities brokerage accounts, certificates  
18 of deposit, shares in banks, savings and loan, thrift, building loan, credit unions, or  
19 brokerage houses or cooperative, and records of income, profits from companies, cash on  
20 hand, safe deposit boxes, deposits of money with any other institution or person, cash  
21 value of insurance policies, federal and state income tax refunds due or expected, any  
22 debt payable to or held by or for Judgment Debtor, checks, drafts, notes, bonds, interest  
23 bearing instruments, accounts receivable, liquidated and unliquidated claims of any  
24 nature, or any and all other assets.

25 2. For the period beginning April 2012 through the present date, Documents relating to  
26 closed financial accounts, including, but not limited to checking, savings or other  
27 financial accounts, securities brokerage accounts, certificates of deposit, shares in banks,  
28 savings and loan, thrift, building loan, credit unions, or brokerage houses or cooperative.

- 1 3. Tax returns and all related tax records of Judgment Debtor for tax years 2011, 2012,  
2 2013, and 2014.
- 3 4. Tax returns and all related tax records of Rhonda Mona for tax years 2011, 2012, 2013,  
4 and 2014.
- 5 5. For the period beginning April 2012 through the present date, Documents relating to tax  
6 deficiencies of Judgment Debtor.
- 7 6. For the period beginning April 2012 through the present date, Documents relating to  
8 earnings and/or income, including, but not limited to, compensation paid or payable for  
9 services performed by Judgment Debtor, wages, tips, salaries, commissions, bonuses,  
10 sales or transfers of assets, and interest earned on financial accounts.
- 11 7. For the period beginning April 2012 through the present date, Documents relating to  
12 proof of Judgment Debtor's employment, including, but not limited to, any and all  
13 paystubs, retirement slips, contracts for employment, and consulting agreements.
- 14 8. For the period beginning April 2012 through the present date, Documents relating to  
15 income, passive income, investment distributions, or other monetary disbursements or  
16 distributions Judgment Debtor has received.
- 17 9. For the period beginning April 2012 through the present date, Documents relating to  
18 Judgment Debtor's ownership or lease of automobiles, trucks, trailers, and other vehicles,  
19 including, but not limited to, Documents relating to vehicle registration, insurance, sales,  
20 purchases, or leases.
- 21 10. For the period beginning April 2012 through the present date, Documents relating to  
22 stock and interests in any and all corporations or other business entities, whether privately  
23 held or publically traded, held by Judgment Debtor, including, but not limited to any and  
24 all certificates of stock in CannaVEST Corp.
- 25 11. For the period beginning April 2012 through the present date, Documents relating to  
26 interests in any and all partnerships, sole proprietorships, joint ventures, corporations,  
27 holding companies and limited liability companies held by Judgment Debtor.
- 28

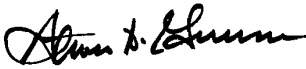
- 1 12. Documents relating to any and all real property in which Judgment Debtor holds an  
2 interest or which Judgment Debtor owns, directly or indirectly, including, but not limited  
3 to, mortgages, deeds, leases, assignments, subordination agreements, and finance  
4 statements.
- 5 13. Documents relating to any and all tangible or intangible property, including, but not  
6 limited to, furnishings, furniture, musical instruments, fixtures, hardware, home  
7 accessories, electronics, computers, audio-visual devices, appliances, equipment, jewelry,  
8 artwork, antiques, and collections, in which Judgment Debtor holds an interest or which  
9 Judgment Debtor owns, directly or indirectly, including, but not limited to, bills of sale,  
10 sale receipts, purchase agreements, insurance policies, or promissory notes.
- 11 14. For the period beginning April 2012 through the present date, Documents relating to all  
12 commercial and consumer loans which Judgment Debtor applied for, or which Judgment  
13 Debtor guaranteed, that were submitted to any individual, bank, lender, financial  
14 institution, finance company, other private entity, public agency or governmental  
15 administration.
- 16 15. For the period beginning April 2012 through the present date, Documents relating to all  
17 monies loaned to Judgment Debtor or financed on Judgment Debtor's behalf, including,  
18 but not limited to, any home loan, personal property loan, equity loan, or line of credit.
- 19 16. For the period beginning April 2012 through the present date, Documents relating to any  
20 guaranty or assurance of performance made by Judgment Debtor for any contract,  
21 agreements, commercial transactions, loans, financing arrangements, notes, mortgages,  
22 third party lender agreements, assignments, and subordination agreements of any kind.
- 23 17. For the period beginning April 2012 through the present date, policies of insurance issued  
24 in the name of Judgment Debtor and/or under which Judgment Debtor is a beneficiary,  
25 including, but not limited to, policies for life insurance, disability insurance, homeowners  
26 insurance, automobile insurance, health insurance, flood insurance, umbrella policies,  
27 liability insurance, personal property protection, and corporate director and/or officer  
28 insurance.



- 1 18. For the period beginning April 2012 through the present date, Documents relating to any  
2 indebtedness that was owed to Judgment Debtor or which is still owed to Judgment  
3 Debtor by any person or entity, including, but not limited to, agreements, contracts,  
4 leases, promissory notes, mortgages, bills of sale, personal guaranties, or judgments.
- 5 19. For the period beginning April 2012 through the present date, Documents relating to any  
6 indebtedness that was owed by Judgment Debtor or which is still owed by Judgment  
7 Debtor to any person or entity, including, but not limited to, agreements, contracts,  
8 leases, promissory notes, mortgages, bills of sale, personal guaranties, or judgments.
- 9 20. For the period beginning April 2012 through the present date, all audited and unaudited  
10 financial statements prepared by or on behalf of Judgment Debtor.
- 11 21. For the period beginning April 2012 through the present date, financial affidavits that  
12 Judgment Debtor executed at any time for any purpose or reason, including, but not  
13 limited to, submissions in court proceedings or other legal matters, governmental  
14 compliance, proceedings, or investigation, or applications for loans or other financing.
- 15 22. For the period beginning April 2012 through the present date, Documents relating to total  
16 attorney's fees charged to and/or paid by Judgment Debtor.
- 17 23. For the period beginning April 2012 through the present date, Documents relating to  
18 monies, gifts, bequests, dispositions, or transfers paid or given to Judgment Debtor
- 19 24. For the period beginning April 2012 through the present date, Documents relating to all  
20 residential real property lease or mortgage payments, utility bills, including, but not  
21 limited to, cable, telephone, cellular phone, internet, club memberships, credit card  
22 statements, and automobile loan or lease payments that were billed to and/or owed by  
23 Judgment Debtor
- 24 25. For the period beginning April 2012 through the present date, Documents relating to  
25 retirement accounts, pension plans, SEP accounts, profit sharing plans and retirement  
26 plans in which Judgment Debtor currently holds an interest  
27  
28

- 1 26. For the period beginning April 2012 through the present date, Documents relating to all  
2 tangible or intangible property or other assets sold, assigned, transferred, or conveyed by  
3 Judgment Debtor to any person or entity.
- 4 27. Documents relating to any and all trusts of which Judgment Debtor currently is, or has  
5 been for the period beginning April 2012 through the present date, or will be in the  
6 future, a beneficiary, future beneficiary, settlor, or trustee.
- 7 28. Documents relating to any and all wills of which Judgment Debtor currently is, or has  
8 been for the period beginning April 2012 through the present date, or will be a  
9 beneficiary.
- 10 29. Documents evidencing any and all other intangible personal, tangible, and/or real  
11 property of Judgment Debtor not already identified in the items set forth above.
- 12 30. Documents relating to the current value of any and all property identified in the items set  
13 forth above, including, but not limited to, appraisals and tax assessments
- 14 31. A written inventory of any and all property identified in the items set forth above,  
15 including, but not limited to, intangible, personal, tangible, and real property, with each  
16 specific item of property listed with a description, location, and current fair market value.  
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21  
22  
23  
24  
25  
26  
27  
28

1 **AFFT**  
2 Holley, Driggs Walch, Puzey & Thompson  
3 F. Thomas Edwards, Esq.  
4 400 South 4th St., 3rd Floor  
5 Las Vegas, NV 89101  
6 State Bar No.: 9549  
7 Attorney(s) for: Plaintiff(s)



CLERK OF THE COURT

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

Case No.: A-12-670352

Dept. No.: XV

Date: May 29, 2015

Time: 10am10am

9 **Far West Industries, a California corporation**

vs

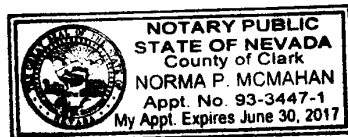
**Plaintiff(s)**

10 **Rio Vista Nevada, LLC, a Nevada limited liability company; et al**

**Defendant(s)**

**AFFIDAVIT OF SERVICE**

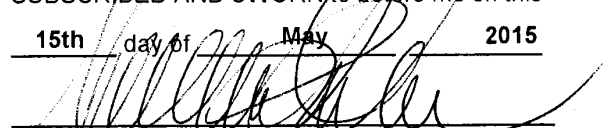
14 I, Leonard Jay Hirschhorn, being duly sworn deposes and says: That at all times herein affiant was and is a  
15 citizen of the United States, over 18 years of age, licensed to serve civil process in the State of Nevada under  
16 license #604, and not a party to or interested in the proceeding in which this affidavit is made. The affiant received  
17 1 copy(ies) of the: Order For Examination Of Judgment Debtor Michael J. Mona, Jr., individually, and as  
18 Trustee of The Mona Family Trust Dated February 12, 2002 on the 15th day of May, 2015 and served the same  
19 on the 15th day of May, 2015 at 12:24pm by delivering and leaving a copy with the Defendant(s), Michael J.  
20 Mona Jr., individually and as Trustee of the Mona Family Trust Dated February 12, 2002 at Employment  
21 address, Cannavest, 2688 S. Rainbow Blvd., Las Vegas, NV 89146 (in parking lot).



33 State of Nevada, County of Clark

34 SUBSCRIBED AND SWORN to before me on this

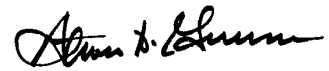
35 15th day of May 2015

36   
Notary Public Norma P. McMahan

  
Affiant - Leonard Jay Hirschhorn #: R-070386  
Legal Process Service - License # 604

WorkOrderNo 1503919





CLERK OF THE COURT

**EXMT**

F. THOMAS EDWARDS, ESQ.

Nevada Bar No. 9549

E-mail: tedwards@nevadafirm.com

ANDREA M. GANDARA, ESQ.

Nevada Bar No. 12580

E-mail: agandara@nevadafirm.com

HOLLEY DRIGGS WALCH

FINE WRAY PUZEY & THOMPSON

400 South Fourth Street, Third Floor

Las Vegas, Nevada 89101

Telephone: 702/791-0308

Facsimile: 702/791-1912

*Attorneys for Plaintiff Far West Industries*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

FAR WEST INDUSTRIES, a California  
corporation,

Plaintiff,

v.

RIO VISTA NEVADA, LLC, a Nevada limited  
liability company; WORLD DEVELOPMENT,  
INC., a California corporation; BRUCE MAIZE,  
an individual, MICHAEL J. MONA, JR., an  
individual; DOES 1 through 100, inclusive,

Defendants.

Case No.: A-12-670352-F

Dept. No.: XV

**EX PARTE MOTION TO SERVE RHONDA MONA AS TRUSTEE OF THE MONA  
FAMILY TRUST DATED FEBRUARY 12, 2002 VIA CERTIFIED OR REGISTERED  
MAIL PURSUANT TO NRS 14.090(1)(b)**

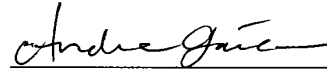
Plaintiff FAR WEST INDUSTRIES ("Plaintiff" or alternatively, the "Judgment  
Creditor"), by and through its attorneys, F. THOMAS EDWARDS, ESQ. and ANDREA M.  
GANDARA, ESQ. of the law firm of HOLLEY, DRIGGS, WALCH, FINE, WRAY, PUZEY &  
THOMPSON, hereby respectfully requests that this Court grant Plaintiff's request to serve  
RHONDA MONA AS TRUSTEE OF THE MONA FAMILY TRUST DATED FEBRUARY  
12, 2002 ("Mrs. Mona") via certified or registered mail pursuant to NRS 14.090(1)(b) (the  
"Motion").

///

1 This Motion is based upon the Points and Authorities attached hereto, and the pleadings  
2 and papers on file herein.

3 Dated this 21st day of May, 2015.

4 **HOLLEY, DRIGGS, WALCH,**  
5 **FINE, WRAY, PUZEY & THOMPSON**

6 

7 F. THOMAS EDWARDS, ESQ.  
8 Nevada Bar No. 9549  
9 ANDREA M. GANDARA, ESQ.  
10 Nevada Bar No. 12580  
11 400 South Fourth Street, Third Floor  
12 Las Vegas, Nevada 89101

13 *Attorneys for Plaintiff Far West Industries*

14 **MEMORANDUM OF POINTS AND AUTHORITIES**

15 Plaintiff requests to serve Mrs. Mona with this Court's Order for Examination of Rhonda  
16 Mona as Trustee of Judgment Debtor the Mona Family Trust Dated February 12, 2002 (the  
17 "Judgment Debtor Examination Order"), pursuant to NRS 14.090(1)(b) because Mrs. Mona has  
18 evaded personal service by refusing to allow access to her gated home.

19 NRS 14.090(1)(b) states:

20 1. A person who resides at a location to which access is not  
21 reasonably available except through a gate may be lawfully served  
22 with any legal process in the manner provided in this section. **If**  
23 **there is:**

24 ...

25 (b) **No guard posted at the gate and entry through the gate is**  
26 **not reasonably available, the court may, if it is satisfied by**  
27 **affidavit that those facts are true, allow service of process by**  
28 **mailing a copy thereof to the residence by certified or registered**  
**mail.**

29 Mrs. Mona lives in a gated community with her husband, Judgment Debtor and  
30 Defendant Michael J. Mona, Jr. ("Mr. Mona"). Plaintiff has been unable to identify an  
31 employment address for Mrs. Mona.

32 ///

1 Plaintiff's legal process server, Leonard Jay Hirschhorn ("Mr. Hirschhorn") attempted to  
2 serve Mrs. Mona three times at her residence. *See* Affidavit of Attempted Service, a true and  
3 correct copy of which is attached hereto as **Exhibit "1."** During each attempt, Mr. Hirschhorn  
4 was provided a guard escort to the Monas' home, where there is a locked courtyard gate that  
5 prevents access to the front door. *See* **Exhibit "1."** Mr. Hirschhorn repeatedly rang the bell of  
6 the courtyard gate to obtain access to serve process but the Monas did not respond. During one  
7 attempt, Mr. Mona's vehicle was at the residence but still there was no answer to the courtyard  
8 bell.

9 Plaintiff has been unable to effectuate personal service of the Judgment Debtor  
10 Examination Order on Mrs. Mona despite diligent effort. NRS 14.090(1)(b) allows for certified  
11 or registered mail service when Mrs. Mona has an unguarded courtyard gate at her residence and  
12 entry to the residence is not reasonably available because of the courtyard gate. Accordingly,  
13 Plaintiff respectfully requests that this Court order service of the Judgment Debtor Examination  
14 Order on Mrs. Mona via certified or registered mail. The proposed Order allowing service via  
15 certified or registered mail on Mrs. Mona pursuant to NRS 14.090(1)(b) is attached hereto as  
16 **Exhibit "2"**.

17 Dated this 21st day of May, 2015.

18 **HOLLEY DRIGGS WALCH**  
19 **FINE WRAY PUZEY & THOMPSON**

20 

21 F. THOMAS EDWARDS, ESQ.  
22 Nevada Bar No. 9549  
23 ANDREA M. GANDARA, ESQ.  
24 Nevada Bar No. 12580  
25 400 South Fourth Street, Third Floor  
26 Las Vegas, Nevada 89101

27 *Attorneys for Plaintiff Far West Industries*

28

# **EXHIBIT 1**

1 AFFT  
2 Holley, Driggs Walch, Puzey & Thompson  
3 F. Thomas Edwards, Esq.  
4 400 South 4th St., 3rd Floor  
5 Las Vegas, NV 89101  
6 State Bar No.: 9549  
7 Attorney(s) for: Plaintiff(s)

8  
9  
10 DISTRICT COURT  
11 CLARK COUNTY, NEVADA

Case No.: A-12-670352

Dept. No.: XV

12 Far West Industries, a California corporation

13 vs

Plaintiff(s)

14 Rio Vista Nevada, LLC, a Nevada limited liability company; et al

Defendant(s)

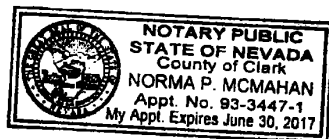
Date: June 11, 2015

Time: 10am

15 AFFIDAVIT OF  
16 ATTEMPTED SERVICE

17 I, Leonard Jay Hirschhorn, being duly sworn deposes and says: That Affiant is and was on the day when he  
18 attempted to serve the within action, a citizen of the United States, over 18 years of age, licensed to serve civil  
19 process in the State of Nevada under license #604, and not a party to or interested in, the within action: That the  
20 affiant received the within Order For Examination Of Rhonda Mona As Trustee Of Judgment Debtor The Mona  
21 Family Trust Dated February 12, 2002 on the 15th day of May, 2015 and attempted to effect service on Rhonda  
22 Mona As Trustee Of Judgment Debtor The Mona Family Trust Dated February 12, 2002 at the following address  
(es): 2793 Red Arrow Dr., Las Vegas, NV 89135. Below are listed the date(s) and time(s) of attempted service:

Date	Time	Address	Outcome
5/15/2015	12:50pm	As above	Address is a large 2 story house in the gated/guarded community, The Estates at Red Rock Country Club. Affiant was given a guard escort to the residence. There were no vehicles visible and no activity. Access to door is prohibited by a locked gate to the courtyard. Affiant rang bell at courtyard gate and could hear dogs barking inside the residence. No response was received.
5/15/2015	5:15pm	As above	Affiant was escorted to residence by guard. No change from prior try. No answer at gate.
5/16/2015	10:15am	As above	Guard escort was provided. Affiant saw co-defendant's Mercedes in the drive. Affiant is sure that people were home; however, he was not able to get a response.



33 State of Nevada, County of Clark

34 SUBSCRIBED AND SWORN to before me on this  
35 19th day of May 2015

36 Notary Public Norma P. McMahon

Affiant - Leonard Jay Hirschhorn #: R-070386  
Legal Process Service - License # 604

WorkOrderNo 1503920



Legal Process Service, 724 S. 8th Street, Las Vegas, NV 89101 (702) 471-7255



# **EXHIBIT 2**

1 **OGM**

2 F. THOMAS EDWARDS, ESQ.

3 Nevada Bar No. 9549

4 E-mail: tedwards@nevadafirm.com

5 ANDREA M. GANDARA, ESQ.

6 Nevada Bar No. 12580

7 E-mail: agandara@nevadafirm.com

8 HOLLEY DRIGGS WALCH

9 FINE WRAY PUZEY & THOMPSON

400 South Fourth Street, Third Floor

Las Vegas, Nevada 89101

Telephone: 702/791-0308

Facsimile: 702/791-1912

*Attorneys for Plaintiff Far West Industries*

10 **DISTRICT COURT**

11 **CLARK COUNTY, NEVADA**

12 FAR WEST INDUSTRIES, a California  
13 corporation,

14 Plaintiff,

15 v.

16 RIO VISTA NEVADA, LLC, a Nevada limited  
17 liability company; WORLD DEVELOPMENT,  
18 INC., a California corporation; BRUCE MAIZE,  
an individual; MICHAEL J. MONA, JR., an  
individual; DOES 1 through 100, inclusive,

Defendants.

Case No.: A-12-670352-F

Dept. No.: XV

19 **ORDER GRANTING EX PARTE MOTION TO SERVE RHONDA MONA AS**  
20 **TRUSTEE OF THE MONA FAMILY TRUST DATED FEBRUARY 12, 2002 VIA**  
21 **CERTIFIED OR REGISTERED MAIL PURSUANT TO NRS 14.090(1)(b)**

22 Plaintiff FAR WEST INDUSTRIES (“Plaintiff” or alternatively, the “Judgment  
23 Creditor”), having submitted an Ex Parte Motion to Serve Rhonda Mona as Trustee of the Mona  
24 Family Trust Dated February 12, 2002 Via Certified or Registered Mail Pursuant to NRS  
25 14.090(1)(b) (the “Ex Parte Motion”) to the Court, by and through their counsel of record, F.  
26 THOMAS EDWARDS, ESQ. and ANDREA M. GANDARA, ESQ. of the law firm of  
27 HOLLEY, DRIGGS, WALCH, FINE, WRAY, PUZEY & THOMPSON, and upon the Court’s  
review of the pleadings and papers on file herein, and good cause appearing therefore:

28 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that the Ex Parte Motion

1 is **GRANTED** in its entirety;

2 **IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED** that  
3 Plaintiff shall serve the Notice of Entry of Order for Examination of Rhonda Mona as Trustee of  
4 Judgment Debtor the Mona Family Trust Dated February 12, 2002 via certified or registered  
5 mail on RHONDA MONA AS TRUSTEE OF THE MONA FAMILY TRUST DATED  
6 FEBRUARY 12, 2002 at the following address:

7 2793 Red Arrow Drive  
8 Las Vegas, Nevada 89135

9 **IT IS SO ORDERED.**

10 Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

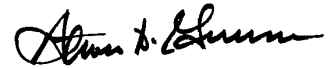
11  
12 \_\_\_\_\_  
13 DISTRICT COURT JUDGE

14 Submitted by:

15 **HOLLEY, DRIGGS, WALCH,**  
16 **FINE, WRAY, PUZEY & THOMPSON**

17 By: Andrea Gandara  
18 F. THOMAS EDWARDS, ESQ.  
19 Nevada Bar No. 9549  
20 ANDREA M. GANDARA, ESQ.  
21 Nevada Bar No. 12580  
22 400 S. Fourth Street, Third Floor  
23 Las Vegas, NV 89101

24 *Attorneys for Plaintiff Far West Industries*  
25  
26  
27  
28



CLERK OF THE COURT

**NEOJ**

F. THOMAS EDWARDS, ESQ.

Nevada Bar No. 9549

E-mail: tedwards@nevadafirm.com

ANDREA M. GANDARA, ESQ.

Nevada Bar No. 12580

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HOLLEY DRIGGS WALCH

FINE WRAY PUZEY & THOMPSON

400 South Fourth Street, Third Floor

Las Vegas, Nevada 89101

Telephone: 702/791-0308

Facsimile: 702/791-1912

*Attorneys for Plaintiff*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

FAR WEST INDUSTRIES, a California  
corporation,

Plaintiff,

v.

RIO VISTA NEVADA, LLC, a Nevada limited  
liability company; WORLD DEVELOPMENT,  
INC., a California corporation; BRUCE MAIZE,  
an individual, MICHAEL J. MONA, JR., an  
individual; DOES 1 through 100, inclusive,

Defendants.

CASE NO.: A-12-670352-F  
Dept. No.: XV

**NOTICE OF ENTRY OF ORDER  
GRANTING EX PARTE MOTION TO  
SERVE RHONDA MONA AS TRUSTEE  
OF THE MONA FAMILY TRUST DATED  
FEBRUARY 12, 2002 VIA CERTIFIED OR  
REGISTERED MAIL PURSUANT TO  
NRS 14.090(1)(b)**

YOU, and each of you, will please take notice that an **ORDER GRANTING EX  
PARTE MOTION TO SERVE RHONDA MONA AS TRUSTEE OF THE MONA  
FAMILY TRUST DATED FEBRUARY 12, 2002, VIA CERTIFIED OR REGISTERED**

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1 MAIL PURSUANT TO NRS 14.090(1)(b) was filed in this matter and entered by the Clerk of  
2 the above-entitled Court on the 26<sup>th</sup> day of May, 2015, a copy of which is attached hereto.

3 Dated this 27 th day of May, 2015.

4 HOLLEY DRIGGS WALCH  
5 FINE WRAY PUZEY & THOMPSON

6   
7 F. THOMAS EDWARDS, ESQ.  
8 Nevada Bar No. 9549  
9 E-mail: tedwards@nevadafirm.com  
10 ANDREA M. GANDARA, ESQ.  
11 Nevada Bar No. 12580  
12 E-mail: agandara@nevadafirm.com  
13 400 South Fourth Street, Third Floor  
14 Las Vegas, Nevada 89101  
15 Telephone: 702/791-0308  
16 Facsimile: 702/791-1912

17 *Attorneys for Plaintiff*

18  
19  
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1 **CERTIFICATE OF SERVICE**

2 I certify that I am an employee of Holley, Driggs, Walch, Fine, Wray, Puzey &  
3 Thompson, and that on the 27<sup>th</sup> day of May, 2015, I served via electronic service in accordance  
4 with Administrative Order 14.2, to all interested parties, through the Court's Wiznet/Odyssey E-  
5 File & Serve, a true copy of the foregoing **NOTICE OF ENTRY OF ORDER GRANTING**  
6 **EX PARTE MOTION TO SERVE RHONDA MONA AS TRUSTEE OF THE MONA**  
7 **FAMILY TRUST DATED FEBRUARY 12, 2002 VIA CERTIFIED OR REGISTERED**  
8 **MAIL PURSUANT TO NRS 14.090(1)(b)** in the above matter, addressed as follows:

9 Aurora M. Maskall, Esq.  
10 David S. Lee, Esq.  
11 LEE, HERNANDEZ, LANDRUM &  
12 GARAFALO  
13 7575 Vegas Drive, #150  
Las Vegas, NV 89128  
E-mail: [amaskall@lee-lawfirm.com](mailto:amaskall@lee-lawfirm.com)  
[dlee@lee-lawfirm.com](mailto:dlee@lee-lawfirm.com)  
[lee-lawfirm@live.com](mailto:lee-lawfirm@live.com)

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Las Vegas, NV 89145  
E-mail: [thanseen@maclaw.com](mailto:thanseen@maclaw.com)  
[rwesp@maclaw.com](mailto:rwesp@maclaw.com)

14 F. Thomas Edwards, Esq.  
15 Andrea M. Gandara, Esq.  
16 HOLLEY, DRIGGS, WALCH, PUZEY &  
THOMPSON  
400 South Fourth Street, Third Floor  
Las Vegas, NV 89101  
E-mail: [tedwards@nevadafirm.com](mailto:tedwards@nevadafirm.com)  
[agandara@nevadafirm.com](mailto:agandara@nevadafirm.com)  
[nmoseley@nevadafirm.com](mailto:nmoseley@nevadafirm.com)  
[tnealon@nevadafirm.com](mailto:tnealon@nevadafirm.com)

20   
21 Tilla D. Nealon, an employee of  
22 Holley, Driggs, Walch, Fine, Wray, Puzey &  
23 Thompson  
24  
25  
26  
27  
28

  
CLERK OF THE COURT

1 **OGM**  
2 F. THOMAS EDWARDS, ESQ.  
3 Nevada Bar No. 9549  
4 E-mail: tedwards@nevadafirm.com  
5 ANDREA M. GANDARA, ESQ.  
6 Nevada Bar No. 12580  
7 E-mail: agandara@nevadafirm.com  
8 HOLLEY DRIGGS WALCH  
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10 400 South Fourth Street, Third Floor  
11 Las Vegas, Nevada 89101  
12 Telephone: 702/791-0308  
13 Facsimile: 702/791-1912

14 *Attorneys for Plaintiff Far West Industries*

15 **DISTRICT COURT**

16 **CLARK COUNTY, NEVADA**

17 FAR WEST INDUSTRIES, a California  
18 corporation,

19 Plaintiff,

20 v.

21 RIO VISTA NEVADA, LLC, a Nevada limited  
22 liability company; WORLD DEVELOPMENT,  
23 INC., a California corporation; BRUCE MAIZE,  
24 an individual; MICHAEL J. MONA, JR., an  
25 individual; DOES 1 through 100, inclusive,

26 Defendants.

Case No.: A-12-670352-F  
Dept. No.: XV

27 **ORDER GRANTING EX PARTE MOTION TO SERVE RHONDA MONA AS**  
28 **TRUSTEE OF THE MONA FAMILY TRUST DATED FEBRUARY 12, 2002 VIA**  
29 **CERTIFIED OR REGISTERED MAIL PURSUANT TO NRS 14.090(1)(b)**

30 Plaintiff FAR WEST INDUSTRIES ("Plaintiff" or alternatively, the "Judgment  
31 Creditor"), having submitted an Ex Parte Motion to Serve Rhonda Mona as Trustee of the Mona  
32 Family Trust Dated February 12, 2002 Via Certified or Registered Mail Pursuant to NRS  
33 14.090(1)(b) (the "Ex Parte Motion") to the Court, by and through their counsel of record, F.  
34 THOMAS EDWARDS, ESQ. and ANDREA M. GANDARA, ESQ. of the law firm of  
35 HOLLEY, DRIGGS, WALCH, FINE, WRAY, PUZEY & THOMPSON, and upon the Court's  
36 review of the pleadings and papers on file herein, and good cause appearing therefore:

37 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that the Ex Parte Motion

10594-01/1506596

MAY 22 2015


1 is **GRANTED** in its entirety;

2 **IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED** that  
3 Plaintiff shall serve the Notice of Entry of Order for Examination of Rhonda Mona as Trustee of  
4 Judgment Debtor the Mona Family Trust Dated February 12, 2002 via certified or registered  
5 mail on RHONDA MONA AS TRUSTEE OF THE MONA FAMILY TRUST DATED  
6 FEBRUARY 12, 2002 at the following address:

7 2793 Red Arrow Drive  
8 Las Vegas, Nevada 89135

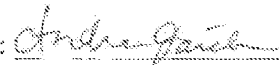
9 **IT IS SO ORDERED.**

10 Dated this 22nd day of May, 2015.

11   
12 DISTRICT COURT JUDGE  
13 MB

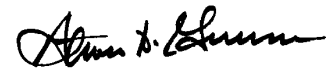
14 Submitted by:

15 **HOLLEY, DRIGGS, WALCH,**  
16 **FINE, WRAY, PUZEY & THOMPSON**

17 By:   
18 F. THOMAS EDWARDS, ESQ.  
19 Nevada Bar No. 9549  
20 ANDREA M. GANDARA, ESQ.  
21 Nevada Bar No. 12580  
22 400 S. Fourth Street, Third Floor  
23 Las Vegas, NV 89101

24 *Attorneys for Plaintiff Far West Industries*  
25  
26  
27  
28





CLERK OF THE COURT

COS  
F. THOMAS EDWARDS, ESQ.  
Nevada Bar No. 9549  
E-mail: tedwards@nevadafirm.com  
ANDREA M. GANDARA, ESQ.  
Nevada Bar No. 12580  
E-mail: agandara@nevadafirm.com  
HOLLEY DRIGGS WALCH  
FINE WRAY PUZEY & THOMPSON  
400 South Fourth Street, Third Floor  
Las Vegas, Nevada 89101  
Telephone: 702/791-0308  
Facsimile: 702/791-1912

*Attorneys for Plaintiff*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

FAR WEST INDUSTRIES, a California  
corporation,

Plaintiff,

v.

RIO VISTA NEVADA, LLC, a Nevada limited  
liability company; WORLD DEVELOPMENT,  
INC., a California corporation; BRUCE MAIZE,  
an individual, MICHAEL J. MONA, JR., an  
individual; DOES 1 through 100, inclusive,

Defendants.

CASE NO.: A-12-670352-F  
Dept. No.: XV

**CERTIFICATE OF SERVICE VIA U.S. POSTAL SERVICE**  
**ON RHONDA MONA, TRUSTEE OF THE MONA FAMILY TRUST**  
**DATED FEBRUARY 12, 2002**

1. I certify that I am an employee of Holley, Driggs, Walch, Fine, Wray, Puzey & Thompson, and that on the 26th day of May, 2015, I served Rhonda Mona as Trustee of the Mona Family Trust Dated February 12, 2002, with the following documents:

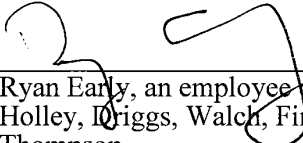
ORDER FOR EXAMINATION OF RHONDA MONA,  
AS TRUSTEE OF THE MONA FAMILY TRUST  
DATED FEBRUARY 12, 2002.

(Copy attached hereto at #1.)

2. Two envelopes were delivered personally by me to the U.S. Postal Service for processing. Both envelopes were addressed to Rhonda Mona, 2793 Red Arrow Drive, Las

1 Vegas, NV 89135. One envelope was sent Certified Mail (#7007 2560 0001 6639 0352) and the  
2 second envelope was sent Registered Mail (#RB507091614US). (Postal receipts attached  
3 collectively at #2.)

4 I declare under penalty of perjury that the foregoing is true and correct. Executed this 4th  
5 day of June 2015, at Las Vegas, NV 89101

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8 \_\_\_\_\_  
9 Ryan Early, an employee of  
10 Holley, Riggs, Walch, Fine, Wray, Puzey &  
11 Thompson  
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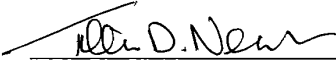
1                                   **CERTIFICATE OF ELECTRONIC FILING/SERVICE**

2           I am an employee of Holley, Driggs, Walch, Fine, Wray, Puzey & Thompson. On the  
3   \_\_\_ day of June, 2015, I filed with this Court and electronically served in accordance with  
4   Administrative Order 14.2, to all interested parties, through this Court's Wiznet/Odyssey E-File  
5   & Serve, a true copy of the foregoing CERTIFICATE OF SERVICE VIA U.S. POSTAL  
6   SERVICE ON RHONDA MONA, TRUSTEE OF THE MONA FAMILY TRUST DATED  
7   FEBRUARY 12, 2002, in the above matter, addressed as follows:

8   Tye Hanseen, Esq.  
9   MARQUIS AURBACH COFFING  
10   1001 Park Run Drive  
11   Las Vegas, NV 89145  
12   E-mail: [thanseen@maclaw.com](mailto:thanseen@maclaw.com)  
13                   [rwesp@maclaw.com](mailto:rwesp@maclaw.com)

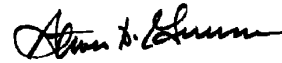
F. Thomas Edwards, Esq.  
Andrea M. Gandara, Esq.  
HOLLEY, DRIGGS, WALCH, PUZEY &  
THOMPSON  
400 South Fourth Street, Third Floor  
Las Vegas, NV 89101  
E-mail: [tedwards@nevadafirm.com](mailto:tedwards@nevadafirm.com)  
         [agandara@nevadafirm.com](mailto:agandara@nevadafirm.com)  
         [nmoseley@nevadafirm.com](mailto:nmoseley@nevadafirm.com)  
         [tnealon@nevadafirm.com](mailto:tnealon@nevadafirm.com)

13   Aurora M. Maskall, Esq.  
14   David S. Lee, Esq.  
15   LEE, HERNANDEZ, LANDRUM &  
16   GARAFALO  
17   7575 Vegas Drive, #150  
18   Las Vegas, NV 89128  
19   E-mail: [amaskall@lee-lawfirm.com](mailto:amaskall@lee-lawfirm.com)  
20                   [dlee@lee-lawfirm.com](mailto:dlee@lee-lawfirm.com)  
21                   [lee-lawfirm@live.com](mailto:lee-lawfirm@live.com)

22  
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26  
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28  
  
\_\_\_\_\_  
Tilla D. Nealon, an employee of  
Holley, Driggs, Walch, Fine, Wray, Puzey &  
Thompson

# EXHIBIT 1

# EXHIBIT 1



CLERK OF THE COURT

**OJDE**  
F. THOMAS EDWARDS, ESQ.  
Nevada Bar No. 9549  
E-mail: tedwards@nevadafirm.com  
HOLLEY DRIGGS WALCH  
FINE WRAY PUZEY & THOMPSON  
400 South Fourth Street, Third Floor  
Las Vegas, Nevada 89101  
Telephone: 702/791-0308  
Facsimile: 702/791-1912

*Attorneys for Plaintiff*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

FAR WEST INDUSTRIES, a California  
corporation,

Plaintiff,

v.

RIO VISTA NEVADA, LLC, a Nevada limited  
liability company; WORLD DEVELOPMENT,  
INC., a California corporation; BRUCE MAIZE,  
an individual, MICHAEL J. MONA, JR., an  
individual; DOES 1 through 100, inclusive,

Defendants.

CASE No.: A-12-670352-F  
Dept. No.: XV

**ORDER FOR EXAMINATION OF  
RHONDA MONA AS TRUSTEE OF  
JUDGMENT DEBTOR THE MONA  
FAMILY TRUST DATED FEBRUARY 12,  
2002**

**TO: RHONDA MONA, AS TRUSTEE OF JUDGMENT DEBTOR THE MONA  
FAMILY TRUST DATED FEBRUARY 12, 2002**

**THIS PLEADING IS A COMMUNICATION BEING MADE IN AN EFFORT TO  
COLLECT A DEBT AND SEEK COMPLIANCE WITH A JUDGMENT. ANY  
INFORMATION OBTAINED INCIDENT HERETO WILL BE USED FOR THAT  
PURPOSE.**

It appearing to the Court that a Judgment (the "Judgment") was entered on April 27, 2012, in favor of Plaintiff Far West Industries and against Defendant Michael J. Mona, Jr., individually ("Mona"), and as Trustee of the Mona Family Trust Dated February 12, 2012 (the Mona Family Trust") for damages in the amount of \$17,777,562.18, plus costs of \$25,562.56 and attorney's fees of \$327,548.84. The Mona Family Trust was found to be jointly liable for any and all damages awarded. During a previous judgment debtor examination of Mona, he indicated that Rhonda Mona ("Mrs. Mona") is his co-trustee of the Mona Family Trust. Mona

1 and the Mona Family Trust have failed to satisfy any amount of the Judgment by paying in full  
2 the monetary damages set forth in the Judgment; and whereas NRS 21.270 provides for an  
3 Examination of Judgment Debtor under such circumstances;

4 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Mrs. Mona, as Trustee  
5 of the Mona Family Trust ("Judgment Debtor"), appear at the law offices of HOLLEY DRIGGS  
6 WALCH FINE WRAY PUZEY & THOMPSON, located at 400 South Fourth Street, Third  
7 Floor, Las Vegas, Nevada 89101, on **June 11, 2015, at 10:00 a.m.**, to be examined under oath  
8 concerning any property which may be used to satisfy said Judgment ("Judgment Debtor  
9 Examination") with examination continuing from day to day until completed;

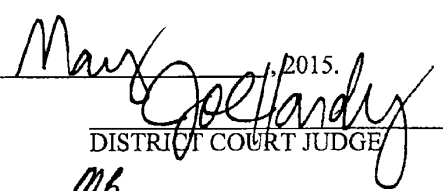
10 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that, in the interim of the  
11 Judgment Debtor Examination, the Judgment Debtor be and hereby is forbidden from  
12 effectuating any transfer(s) or otherwise disposing of any property not exempt from execution.

13 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that, the Judgment Debtor  
14 shall produce at least one week prior to the examination the documents listed on **Exhibit "1"**  
15 attached hereto and incorporated herein by reference.

16 IT IS FURTHER HEREBY ORDERED, ADJUDGED AND DECREED that the date  
17 and time of the Judgment Debtor Examination may be continued at the Judgment Creditor's  
18 discretion so as to accommodate any conflict of schedule which may arise.

19 FAILURE TO APPEAR AT THE TIME AND PLACE OF THE SCHEDULED  
20 JUDGMENT DEBTOR EXAMINATION MAY RESULT IN A BENCH WARRANT BEING  
21 ISSUED FOR YOUR ARREST.

22 Dated this 13<sup>th</sup> day of May, 2015.

23   
24 DISTRICT COURT JUDGE  
25 mb  
26  
27  
28

1 Submitted by:

2 HOLLEY DRIGGS WALCH  
3 FINE WRAY PUZEY & THOMPSON

4 By 

F. THOMAS EDWARDS, ESQ.  
Nevada Bar No. 9549  
400 S. Fourth Street, Third Floor  
Las Vegas, NV 89101  
*Attorneys for Plaintiff*

1 **EXHIBIT "1"**

2 **DEFINITIONS**

3  
4 The following definitions are to be used with respect to these documents:

5 A. "Document" is defined to be synonymous in meaning and equal in scope to the  
6 usage of this term in Nevada Rules of Civil Procedure 34(a), and shall mean any and all  
7 information in tangible or other form, whether printed, typed, recorded, computerized, filmed,  
8 reproduced by any process, or written or produced by hand, and whether an original, draft,  
9 master, duplicate or copy, or notated version thereof, that is in Your possession, custody, or  
10 control. A draft or non-identical copy is a separate document within the meaning of this term.

11 B. Document shall also include, but not be limited to, electronic files, other data  
12 generated by and/or stored on or through any of Your computer systems and storage media (e.g.,  
13 internal or external hard drives, CD-ROM's, floppy disks, backup tapes, thumb drives, internet-  
14 based posting boards, or any other data storage media or mechanisms), or any other electronic  
15 data. This includes, but is not limited to: email and other electronic communications (e.g.,  
16 postings to internet forums, ICQ or any other instant messenger messages, and/or text messages);  
17 voicemails; word processing documents; spreadsheets; databases; calendars; telephone logs;  
18 contact manager information; Internet usage files; offline storage or information stored on  
19 removable media; information contained on laptops or other portable devices; and network  
20 access information. Further, this includes data in any format for storing electronic data.

21 C. "Relating or referring" are used in their broadest sense and shall mean and  
22 include, but shall not be limited to, advert, allude, comprise, concern, constitute, describe,  
23 discuss, mention, note, pertain, quote, recite, recount, reflect, report or state.

24 D. The singular shall include the plural, and the plural shall include the singular. The  
25 conjunctive "and" shall include the disjunctive "or" and the disjunctive "or" shall include the  
26 conjunctive "and."

27 E. "Judgment Debtor" shall mean and refer to (1) Michael J. Mona, Jr., Individually,  
28 and as Trustee of the Mona Family Trust Dated February 12, 2002, and (2) the Mona Family  
Trust Dated February 12, 2002, in the Judgment entered on April 27, 2012 by the Superior Court  
of the State of California, County of Riverside, Riverside Court in the case of Far West  
Industries v. Rio Vista Nevada, LLC, et. al., Case No. RIC495966.

F. "You" or "Your" shall mean and refer to (1) Michael J. Mona, Jr., Individually,  
and as Trustee of the Mona Family Trust Dated February 12, 2002, and (2) Rhonda Mona, as  
Trustee of the Mona Family Trust Dated February 12, 2002.

G. Each Document produced pursuant to this Exhibit shall be produced as it is kept  
in the usual course of business (*i.e.*, in the file folder or binder in which such Document(s) were  
located when the request was served) or shall be organized and labeled to correspond to the  
categories of Document(s) requested.

H. You are instructed to produce any and all Documents which are in your  
possession, custody or control. Possession, custody or control includes constructive possession  
whereby you have a right to compel the production of a matter from a third party (including an  
agency, authority or representative.)



1 I. To the extent the location of any Document called for by this Exhibit is unknown  
2 to you, so state. If any estimate can reasonably be made as to the location of an unknown  
3 Document, describe the Document with sufficient particularity so that it can be identified, set  
forth your best estimate of the Document's location, and describe the basis upon which the  
estimate is made.

4 J. If any Document request is deemed to call for disclosure of proprietary data,  
5 counsel for movant is prepared to receive such data pursuant to an appropriate confidentiality  
order.

6 K. To the extent the production of any Document is objected to on the basis of  
7 privilege, provide the following information about each such document: (1) describe the nature  
of the privilege claimed (e.g., attorney-client, work product, etc.); (2) state the factual and legal  
8 basis for the claim of such privilege (e.g., communication between attorney for corporation and  
outside counsel relating to acquisition of legal services); (3) identify each person who was  
9 present when the document was prepared and who has seen the Document; and (4) identify every  
other Document which refers to or describes the contents of such Document.

10 L. If any document has been lost or destroyed, the Document so lost or destroyed  
11 shall be identified by author, date, subject matter, date of loss or destruction, identity of person  
responsible for loss or destruction and, if destroyed, the reason for such destruction.

---

#### 12 ITEMS TO BE PRODUCED

---

- 13
- 14
- 15 1. For the period beginning April 2012 through the present date, financial documents of
- 16 Judgment Debtor, including, but not limited to, but not limited to, statements for
- 17 checking, savings or other financial accounts, securities brokerage accounts, certificates
- 18 of deposit, shares in banks, savings and loan, thrift, building loan, credit unions, or
- 19 brokerage houses or cooperative, and records of income, profits from companies, cash on
- 20 hand, safe deposit boxes, deposits of money with any other institution or person, cash
- 21 value of insurance policies, federal and state income tax refunds due or expected, any
- 22 debt payable to or held by or for Judgment Debtor, checks, drafts, notes, bonds, interest
- 23 bearing instruments, accounts receivable, liquidated and unliquidated claims of any
- 24 nature, or any and all other assets.
- 25 2. For the period beginning April 2012 through the present date, Documents relating to
- 26 closed financial accounts, including, but not limited to checking, savings or other
- 27 financial accounts, securities brokerage accounts, certificates of deposit, shares in banks,
- 28 savings and loan, thrift, building loan, credit unions, or brokerage houses or cooperative.

- 1       3. Tax returns and all related tax records of Judgment Debtor for tax years 2011, 2012,  
2             2013, and 2014.
- 3       4. Tax returns and all related tax records of Rhonda Mona for tax years 2011, 2012, 2013,  
4             and 2014.
- 5       5. For the period beginning April 2012 through the present date, Documents relating to tax  
6             deficiencies of Judgment Debtor.
- 7       6. For the period beginning April 2012 through the present date, Documents relating to  
8             earnings and/or income, including, but not limited to, compensation paid or payable for  
9             services performed by Judgment Debtor, wages, tips, salaries, commissions, bonuses,  
10            sales or transfers of assets, and interest earned on financial accounts.
- 11       7. For the period beginning April 2012 through the present date, Documents relating to  
12            proof of Judgment Debtor's employment, including, but not limited to, any and all  
13            paystubs, retirement slips, contracts for employment, and consulting agreements.
- 14       8. For the period beginning April 2012 through the present date, Documents relating to  
15            income, passive income, investment distributions, or other monetary disbursements or  
16            distributions Judgment Debtor has received.
- 17       9. For the period beginning April 2012 through the present date, Documents relating to  
18            Judgment Debtor's ownership or lease of automobiles, trucks, trailers, and other vehicles,  
19            including, but not limited to, Documents relating to vehicle registration, insurance, sales,  
20            purchases, or leases.
- 21       10. For the period beginning April 2012 through the present date, Documents relating to  
22            stock and interests in any and all corporations or other business entities, whether privately  
23            held or publically traded, held by Judgment Debtor, including, but not limited to any and  
24            all certificates of stock in CannaVEST Corp.
- 25       11. For the period beginning April 2012 through the present date, Documents relating to  
26            interests in any and all partnerships, sole proprietorships, joint ventures, corporations,  
27            holding companies and limited liability companies held by Judgment Debtor.

- 1 12. Documents relating to any and all real property in which Judgment Debtor holds an  
2 interest or which Judgment Debtor owns, directly or indirectly, including, but not limited  
3 to, mortgages, deeds, leases, assignments, subordination agreements, and finance  
4 statements.
- 5 13. Documents relating to any and all tangible or intangible property, including, but not  
6 limited to, furnishings, furniture, musical instruments, fixtures, hardware, home  
7 accessories, electronics, computers, audio-visual devices, appliances, equipment, jewelry,  
8 artwork, antiques, and collections, in which Judgment Debtor holds an interest or which  
9 Judgment Debtor owns, directly or indirectly, including, but not limited to, bills of sale,  
10 sale receipts, purchase agreements, insurance policies, or promissory notes.
- 11 14. For the period beginning April 2012 through the present date, Documents relating to all  
12 commercial and consumer loans which Judgment Debtor applied for, or which Judgment  
13 Debtor guaranteed, that were submitted to any individual, bank, lender, financial  
14 institution, finance company, other private entity, public agency or governmental  
15 administration.
- 16 15. For the period beginning April 2012 through the present date, Documents relating to all  
17 monies loaned to Judgment Debtor or financed on Judgment Debtor's behalf, including,  
18 but not limited to, any home loan, personal property loan, equity loan, or line of credit.
- 19 16. For the period beginning April 2012 through the present date, Documents relating to any  
20 guaranty or assurance of performance made by Judgment Debtor for any contract,  
21 agreements, commercial transactions, loans, financing arrangements, notes, mortgages,  
22 third party lender agreements, assignments, and subordination agreements of any kind.
- 23 17. For the period beginning April 2012 through the present date, policies of insurance issued  
24 in the name of Judgment Debtor and/or under which Judgment Debtor is a beneficiary,  
25 including, but not limited to, policies for life insurance, disability insurance, homeowners  
26 insurance, automobile insurance, health insurance, flood insurance, umbrella policies,  
27 liability insurance, personal property protection, and corporate director and/or officer  
28 insurance.

- 1 18. For the period beginning April 2012 through the present date, Documents relating to any  
2 indebtedness that was owed to Judgment Debtor or which is still owed to Judgment  
3 Debtor by any person or entity, including, but not limited to, agreements, contracts,  
4 leases, promissory notes, mortgages, bills of sale, personal guaranties, or judgments.
- 5 19. For the period beginning April 2012 through the present date, Documents relating to any  
6 indebtedness that was owed by Judgment Debtor or which is still owed by Judgment  
7 Debtor to any person or entity, including, but not limited to, agreements, contracts,  
8 leases, promissory notes, mortgages, bills of sale, personal guaranties, or judgments.
- 9 20. For the period beginning April 2012 through the present date, all audited and unaudited  
10 financial statements prepared by or on behalf of Judgment Debtor.
- 11 21. For the period beginning April 2012 through the present date, financial affidavits that  
12 Judgment Debtor executed at any time for any purpose or reason, including, but not  
13 limited to, submissions in court proceedings or other legal matters, governmental  
14 compliance, proceedings, or investigation, or applications for loans or other financing.
- 15 22. For the period beginning April 2012 through the present date, Documents relating to total  
16 attorney's fees charged to and/or paid by Judgment Debtor.
- 17 23. For the period beginning April 2012 through the present date, Documents relating to  
18 monies, gifts, bequests, dispositions, or transfers paid or given to Judgment Debtor
- 19 24. For the period beginning April 2012 through the present date, Documents relating to all  
20 residential real property lease or mortgage payments, utility bills, including, but not  
21 limited to, cable, telephone, cellular phone, internet, club memberships, credit card  
22 statements, and automobile loan or lease payments that were billed to and/or owed by  
23 Judgment Debtor
- 24 25. For the period beginning April 2012 through the present date, Documents relating to  
25 retirement accounts, pension plans, SEP accounts, profit sharing plans and retirement  
26 plans in which Judgment Debtor currently holds an interest  
27  
28

- 1 26. For the period beginning April 2012 through the present date, Documents relating to all  
2 tangible or intangible property or other assets sold, assigned, transferred, or conveyed by  
3 Judgment Debtor to any person or entity.
- 4 27. Documents relating to any and all trusts of which Judgment Debtor currently is, or has  
5 been for the period beginning April 2012 through the present date, or will be in the  
6 future, a beneficiary, future beneficiary, settlor, or trustee.
- 7 28. Documents relating to any and all wills of which Judgment Debtor currently is, or has  
8 been for the period beginning April 2012 through the present date, or will be a  
9 beneficiary.
- 10 29. Documents evidencing any and all other intangible personal, tangible, and/or real  
11 property of Judgment Debtor not already identified in the items set forth above.
- 12 30. Documents relating to the current value of any and all property identified in the items set  
13 forth above, including, but not limited to, appraisals and tax assessments
- 14 31. A written inventory of any and all property identified in the items set forth above,  
15 including, but not limited to, intangible, personal, tangible, and real property, with each  
16 specific item of property listed with a description, location, and current fair market value.  
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# EXHIBIT 2

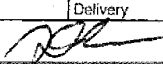
# EXHIBIT2

7007 2560 0001 6634 0352

U.S. Postal Service <sup>TM</sup>	
CERTIFIED MAIL <sup>TM</sup> RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
OFFICIAL USE	
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$
Postmark Here	
Tila (0414-01) Grade 505	
Sent to Ronda Mona	
Street Apt. No. or PO Box No. 2793 Red Arrow Plume	
City, State, ZIP+4 <sup>®</sup> LAS VEGAS NV 89135	
PS Form 3800, August 2006 See Reverse for Instructions	

Registered No. 447 2176 511001

Date Stamp

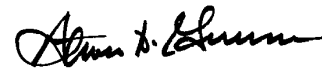
To Be Completed By Post Office	Reg. Fee \$	Special Delivery \$
	Handling Charge \$	Return Receipt \$
	Postage \$	Restricted Delivery \$
	Received by 	

To Be Completed By Customer (Please Print) All Entries Must Be in Ballpoint or Typed	Customer Must Declare Full Value \$	<input type="checkbox"/> With Postal Insurance <input checked="" type="checkbox"/> Without Postal Insurance	Domestic Insurance Limited To \$25,000 International Indemnity (if Limited) (See Reverse)
	FROM: KELLEY DRIGGS WALCH 400 S. Fourth St., #300 LAS VEGAS, NV 89101  TO: RHONDA MONA 2793 RED ARROW DRIVE LAS VEGAS, NV 89135		

PS Form 3806, February 1995 **Receipt for Registered Mail** (Customer Copy)  
(See Information on Reverse)





CLERK OF THE COURT

**Marquis Aurbach Coffing**  
Terry A. Coffing, Esq.  
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Attorneys for Michael J. Mona, Jr.

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

FAR WEST INDUSTRIES, a California  
corporation,

Plaintiff,

vs.

RIO VISTA NEVADA, LLC, a Nevada limited  
liability company; WORLD DEVELOPMENT,  
INC., a California corporation; BRUCE MAIZE,  
and individual; MICHAEL J. MONA, JR., an  
individual; DOES I through 100, inclusive,

Defendants.

Case No.: A-12-670352-F  
Dept. No.: XV

**MOTION FOR PROTECTIVE ORDER ON ORDER SHORTENING TIME**

Defendant Michael J. Mona, Jr. ("Mona"), through the law firm of Marquis Aurbach Coffing, hereby files his Motion for Protective Order on Order Shortening Time. This Motion is made and based on the attached Memorandum of Points and Authorities, all papers and

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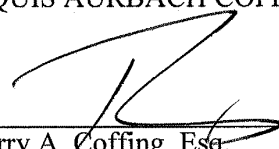
**MARQUIS AURBACH COFFING**

10001 Park Run Drive  
Las Vegas, Nevada 89145  
(702) 382-0711 FAX: (702) 382-5816

1 pleadings on file herein, declaration of counsel, and any oral argument allowed at the time of the  
2 hearing.

3 Dated this 1st day of June, 2015.

4 MARQUIS AURBACH COFFING

5  
6 By:   
7 Terry A. Coffing, Esq.  
8 Nevada Bar No. 4949  
9 Tye S. Hanseen, Esq.  
10 Nevada Bar No. 10365  
11 10001 Park Run Drive  
12 Las Vegas, Nevada 89145  
13 Attorneys for Defendant  
14 Michael J. Mona, Jr.

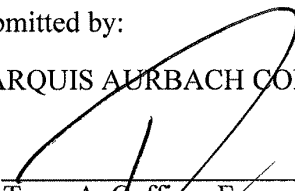
15 **ORDER SHORTENING TIME**

16 On the Declaration of Terry A. Coffing, Esq., and good cause appearing therefore, IT IS  
17 HEREBY ORDERED, ADJUDGED, and DECREED that the time for hearing of the above-  
18 entitled matter will be shortened and will be heard on the 10<sup>th</sup> day of June, 2015, at  
19 the hour of 9:00 a.m. in Department 15 of the Eighth Judicial District Court,  
20 located at the Regional Justice Center, 200 Lewis Avenue, Las Vegas, Nevada 89155.

21   
22 DISTRICT COURT JUDGE  
23 MB

24 Submitted by:

25 MARQUIS AURBACH COFFING

26 By:   
27 Terry A. Coffing, Esq.  
28 Nevada Bar No. 4949  
Tye S. Hanseen, Esq.  
Nevada Bar No. 10365  
10001 Park Run Drive  
Las Vegas, Nevada 89145  
Attorneys for Defendant  
Michael J. Mona, Jr.

**DECLARATION OF TERRY A. COFFING, ESQ. IN COMPLIANCE WITH NRCP 26'S  
MEET AND CONFER REQUIREMENTS AND IN SUPPORT OF ORDER  
SHORTENING TIME**

Terry A. Coffing, Esq. declares as follows:

1. I am an attorney with the law firm of Marquis Aurbach Coffing, duly licensed to practice law in all courts of the State of Nevada, and counsel for Mike Mona in the above-stated action. This declaration is made of my own personal knowledge except those facts stated upon information and belief, and as to those, I believe them to be true. I am competent to testify as to the facts stated herein in a court of law.

2. On November 25, 2013, Plaintiff took Mike Mona's judgment debtor examination in this case. In conjunction with the examination, and pursuant to Plaintiff's document requests, Mr. Mona produced, on information and belief, approximately 33,000 pages of documents.

3. On or about May 14, 2015, Plaintiff served an Order setting a second judgment debtor examination for June 12, 2015 and again requesting numerous documents.

4. On May 18, 2015, my office sent an email to Plaintiff's counsel advising we were in receipt of the Order and that Mr. Mona was not available to be deposed on the related date. See May 18, 2015 email attached as **Ex. A**.

5. The email also asked for alternative dates for the examination and inquired as to whether Plaintiff's counsel (recently substituted in for Plaintiff) was aware that a judgment debtor examination had already been taken and thousands of pages of documents had already been produced. Id. The email also advised that we would not stand in the way of a second examination, but we did not want to rehash the testimony and document production that had already occurred. Id.

6. Plaintiff's counsel responded that Plaintiff was skeptical about Mr. Mona's availability due to the circumstances surrounding the prior judgment debtor examination. See May 18, 2015 responsive email attached as **Ex. B**.

7. During the week of May 18, 2015, I spoke personally with Plaintiff's counsel to attempt to resolve the situation short of seeking this Court's intervention. I informed Plaintiff's

1 counsel that Mr. Mona was unavailable for a judgment debtor examination on June 12, 2015 and  
2 attempted to arrange for a new date.

3 8. Plaintiff's counsel informed that his client would not allow him to agree to a  
4 different date for the judgment debtor examination because he believed Mr. Mona was  
5 attempting to delay the judgment debtor examination and was indeed available on June 12, 2015.

6 9. On information and belief, Plaintiff and his counsel were well aware that this  
7 office represents Mr. Mona. However, Plaintiff never reached out to inquire whether June 12,  
8 2015 was an available date for the examination. Instead, Plaintiff unilaterally set the June 12,  
9 2015 date and is now unwilling to accommodate Mr. Mona's conflicts and related availability.

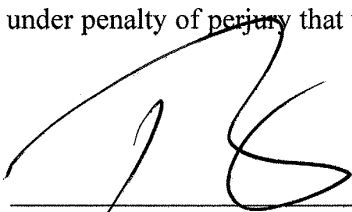
10 10. I have spoken personally with Mr. Mona regarding this matter and he has  
11 informed he is not available to participate on June 12, 2015. Mr. Mona is, however, able to  
12 provide responses to the 31 document requests by July 8, 2015 and he is available to appear for a  
13 second judgment debtor examination on July 29 or 30. On May 28, 2015, I exchanged emails  
14 with Plaintiff's counsel regarding these alternate dates. See May 28, 2015 emails attached as **Ex.**  
15 **C.**

16 11. I have conferred in good faith to resolve this matter, through a telephonic phone  
17 conference and various emails, without this Court's intervention. Unfortunately, I have not been  
18 able to obtain an acceptable resolution.

19 12. The Order Shortening Time is appropriate because the June 12, 2015 date for the  
20 examination is approximately two weeks away. Thus, if the Court heard this Motion in the  
21 normal course, the hearing would take place after the judgment debtor examination.

22 13. Pursuant to NRS § 53.045, I declare under penalty of perjury that the foregoing is  
23 true and correct.

24 Dated this 1st day of June, 2015.

25   
26 Terry A. Coffing, Esq.  
27  
28

**MEMORANDUM OF POINTS AND AUTHORITIES****I. INTRODUCTION.**

The Court should issue a protective order in this case to protect Defendant under NRC26(c). Defendant already participated in one judgment debtor examination and produced approximately 33,000 pages of documents to satisfy Plaintiff's document requests. Plaintiff unilaterally set a second judgment debtor examination for June 12, 2015 and Defendant is not available to participate on June 12, 2015. Alternatively, Defendant has provided Plaintiff with July 29 and 30 as available dates for the judgment debtor examination. However, Plaintiff has refused to accommodate Defendant's availability and has not provided alternate dates itself.

Defendant has satisfied NRC26(c)'s requirements for a protective order and has established good cause. As a result, the Court should issue a protective order as to the June 12, 2015 examination date and order the Parties to work together to set a mutually acceptable date for the second document production and second judgment debtor examination. Further, the protective order should limit the scope of the second document production and examination to those documents and testimony not already provided during the first production and examination.

**II. RELEVANT FACTS.**

On November 25, 2013, Plaintiff took Mike Mona's judgment debtor examination in this case. See Declaration of Terry A. Coffing, Esq. at ¶2. In conjunction with the examination, and pursuant to Plaintiff's document requests, Mr. Mona produced approximately 33,000 pages of documents. Id.

On May 14, 2015, Plaintiff served an Order setting a second judgment debtor examination for June 12, 2015.<sup>1</sup> Id. at ¶3. Prior to applying for the Order regarding the judgment debtor examination, Plaintiff was aware that this office represents Mr. Mona. Id. at ¶9. However, Plaintiff never reached out to inquire whether June 12, 2015 was an acceptable date for the examination. Id. Instead, Plaintiff unilaterally set the June 12, 2015 date. Id.

<sup>1</sup> The Order also indicated May 29, 2015 as a second date (after June 12, 2015). On information and belief, this is a typographical error and Plaintiff intended to indicate June 29, 2015.