

EXHIBIT 13

EXHIBIT 13

Timeline of Key Events

April 2012

- In April 2012, Plaintiff Far West Industries (“Far West”) obtains a Judgment of more than \$18 MM against Defendant Michael J. Mona, Jr. (“Mr. Mona”) and the Mona Family Trust Dated February 21, 2002 (the “Mona Family Trust”) (the “Judgment”).

October 2012

- On October 18, 2012, Far West domesticated the Judgment in Nevada.

January 2013

- On January 30, 2013, the Court entered its original order for judgment debtor examination of Mr. Mona.

March –August 2013

- Between March 2013 and August 2013, Mr. Mona and his wife Rhonda Mona (“Mrs. Mona”) sell \$6.8 MM+ in community property shares of Medical Marijuana, Inc.

April – August 2013

- Between April 2013 and August 2013, Mr. Mona transfers \$3.4 MM to his entities, Roen Ventures, LLC (“Roen”), and CannaVest Corp. (“Cannavest”). These entities were either directly owned by Mr. Mona (Roen) or affiliated with Mr. Mona (Cannavest).

September 2013

- On September 13, 2013, Mr. and Mrs. Mona execute a Post-Marital Settlement Agreement purporting to divide proceeds from the sale of their shares in Medical Marijuana, Inc. sale equally, with each receiving approximately \$3.4 MM+.
- In September 2013, after months of delays, Mr. Mona produced 33,000 pages of documents under a court ordered deadline of September 25, 2013, but not the Post-Marital Settlement Agreement.

November 2013

- On November 14, 2013, Mr. Mona sold his 50% interest in Roen and a \$2.6MM note owed to him by Roen, worth over \$100,000,000.00 to Defendant Mai Dun, LLC (“Mai Dun”) for just \$500,000.00.
- On November 25, 2013, Mr. Mona appeared for his judgment debtor examination and lied about what he did with the proceeds from the \$6.8 MM sale of Medical Marijuana,

Inc. stock and failed to disclose the transfer of \$3.4MM to his wife. Instead, Mr. Mona testified that he paid some “personal bills” and loaned the rest to Roen.

May 2015

- On May 13, 2015, the Court entered orders scheduling judgment debtor examinations of Mr. and Mrs. Mona, which directed Mr. and Mrs. Mona to produce certain requested documents.
- On May 26, 2015, the Court entered an order permitting mail service on Mrs. Mona by certified or registered mail because Mrs. Mona attempted to avoid service by refusing to answer at the Monas’ gated residence. Far West served Mrs. Mona that same day by certified and registered mail.

June 2015

- On June 22, 2015, Mr. and Mrs. Mona produced documents, including the Post-Marital Settlement Agreement. Mr. and Mrs. Mona withheld bank records in the name of Mrs. Mona, despite the fact that the accounts hold community property.
- On June 26, 2015, Mrs. Mona appeared for her judgment debtor examination and testified that she has three bank accounts in her name, holding approximately \$190,000.00 in earnings and \$300,000.00 in funds remaining from the \$6.8MM purportedly split between Mr. and Mrs. Mona.
- On June 30, 2015, Mr. Mona appeared for his judgment debtor examination and admitted that he should have produced the Post-Marital Settlement Agreement in 2013 and should have testified at his prior judgment debtor examination that he should have testified that he split the \$6.8 MM with Mrs. Mona.
- On June 30, 2015, Far West served the Monas with its 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, and the Order to Show 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 (“OSC”).

July 2015

- On July 2, 2015, Mrs. Mona filed a Complaint for Divorce against Mr. Mona, despite the fact that just days before both Mr. and Mrs. Mona testified at their judgment debtor examinations that they were not contemplating divorce.
- On July 9, 2015, the Court held a hearing regarding the OSC, during which both Mr. and Mrs. Mona appeared through counsel and the Court inquired as to whether Mr. and Mrs. Mona would like additional time for the hearing. The offer to continue the hearing was declined. At the conclusion of the OSC hearing, the Court gave its oral ruling and granted Mr. and Mrs. Mona’s request for a stay of the order for seven days.

- On July 16, 2015, the Court entered its Order Regarding Order to Show Cause Why Accounts of Rhonda Mona Should Not Be Subject to Execution and Why the Court Should Not Find Monas in Contempt.

EXHIBIT 12



CLERK OF THE COURT

1 **OSC**
F. THOMAS EDWARDS, ESQ.
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Telephone: 702/791-0308
7 Facsimile: 702/791-1912

8 *Attorneys for Plaintiff Far West Industries*

9 **DISTRICT COURT**

10 **CLARK COUNTY, NEVADA**

11 FAR WEST INDUSTRIES, a California
corporation,

12 Plaintiff,

13 v.

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

17 Defendants.

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

18
19 **ORDER TO SHOW CAUSE WHY ACCOUNTS OF RHONDA**
20 **MONA SHOULD NOT BE SUBJECT TO EXECUTION AND WHY THE**
21 **COURT SHOULD NOT FIND MONAS IN CONTEMPT**

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

24 The Court received and considered Plaintiff FAR WEST INDUSTRIES' ("Plaintiff" or
25 alternatively, the "Judgment Creditor"), Ex Parte Application for an Order to Show Cause Why
26 Accounts of Rhonda Mona Should Not be Subject to Execution and Why the Court Should Not
27 Find Michael Mona, Jr. in Contempt (the "Application"), and good cause appearing, the Court
grants the following Order:

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IT IS ORDERED that Defendants shall come before the above-referenced Court on the 9th day of July, 2015 at 9:00 a.m. 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 examination.

IT IS FURTHER ORDERED that if Mr. and Mrs. Mona fail to appear at the above-referenced hearing, either personally or by way of counsel, the Court may find Mr. and Mrs. Mona in contempt, may issue any sanctions against Mr. and Mrs. Mona allowed by law, and may issue a warrant for the arrest of Mr. and Mrs. Mona.

IT IS FURTHER ORDERED that Plaintiff shall serve a copy of this Order and the Application on counsel for Mr. and Mrs. Mona within three (3) days of entry of this Order.

IT IS FURTHER ORDERED that Mr. and Mrs. Mona shall serve and file any written response to this Order no later than July 7, 2015 at 5:00 p.m.

IT IS FURTHER ORDERED that Plaintiff shall serve and file any written reply no later than July 8, 2015 at 5:00 p.m.

IT IS FURTHER ORDERED that Mr. and Mrs. Mona are prohibited from effectuating any transfers or otherwise disposing of or encumbering any property not exempt from execution until further order of this Court.

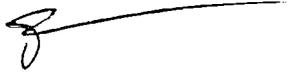
Dated this 30th of June 2015.

Joe Hardy
DISTRICT COURT JUDGE
MB

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Submitted by:

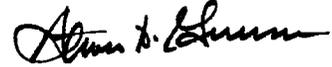
**HOLLEY, DRIGGS, WALCH,
FINE, WRAY, PUZEY & THOMPSON**



F. THOMAS EDWARDS, ESQ.
Nevada Bar No. 9549
ANDREA M. GANDARA, ESQ.
Nevada Bar No. 12580
400 South Fourth Street, Third Floor
Las Vegas, Nevada 89101

Attorneys for Plaintiff Far West Industries

EXHIBIT 11



CLERK OF THE COURT

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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

27 **CERTIFICATE OF SERVICE VIA U.S. POSTAL SERVICE**
28 **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.

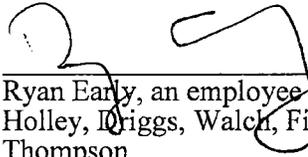
(Copy attached hereto at #1.)

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

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Vegas, NV 89135. One envelope was sent Certified Mail (#7007 2560 0001 6639 0352) and the second envelope was sent Registered Mail (#RB507091614US). (Postal receipts attached collectively at #2.)

I declare under penalty of perjury that the foregoing is true and correct. Executed this 4th day of June 2015, at Las Vegas, NV 89101



Ryan Early, an employee of
Holley, Driggs, Walch, Fine, Wray, Puzey &
Thompson

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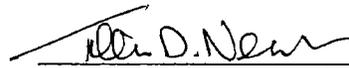
CERTIFICATE OF ELECTRONIC FILING/SERVICE

I am an employee of Holley, Driggs, Walch, Fine, Wray, Puzey & Thompson. On the ___ day of June, 2015, I filed with this Court and electronically served in accordance with Administrative Order 14.2, to all interested parties, through this Court's Wiznet/Odyssey E-File & Serve, a true copy of the foregoing CERTIFICATE OF SERVICE VIA U.S. POSTAL SERVICE ON RHONDA MONA, TRUSTEE OF THE MONA FAMILY TRUST DATED FEBRUARY 12, 2002, in the above matter, addressed as follows:

Tye Hanseen, Esq.
MARQUIS AURBACH COFFING
1001 Park Run Drive
Las Vegas, NV 89145
E-mail: thanseen@maclaw.com
rwap@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
agandara@nevadafirm.com
moseley@nevadafirm.com
tnealon@nevadafirm.com

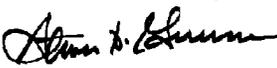
Aurora M. Maskall, Esq.
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GARAFALO
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Las Vegas, NV 89128
E-mail: amaskall@lee-lawfirm.com
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Tilla D. Nealon, an employee of
Holley, Driggs, Walch, Fine, Wray, Puzey &
Thompson

EXHIBIT 1

EXHIBIT 1


CLERK OF THE COURT

1 **OJDE**
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9 Telephone: 702/791-0308
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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

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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 circumstances;

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

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

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

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

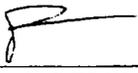
FAILURE TO APPEAR AT THE TIME AND PLACE OF THE SCHEDULED JUDGMENT DEBTOR EXAMINATION MAY RESULT IN A BENCH WARRANT BEING ISSUED FOR YOUR ARREST.

Dated this 13th day of May, 2015.


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
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.

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

EXHIBIT 2

EXHIBIT2

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

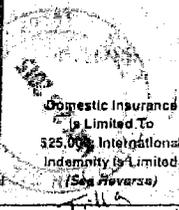
2550 6699 1000 0952 7007
Sent To: **Florida ManA**
Street, Apt. No., or PO Box No.: **2793 Red Arrow Drive**
City, State, ZIP+4: **LAS VEGAS NV 89135**
PS Form 3800 August 2008 See Reverse for Instructions

Tilla (0914-01)
code 308

Registered No. 4010 0001

Date Stamp

To Be Completed By Post Office	Reg. Fee \$	Special \$
	Handling Charge \$	Return Receipt \$
	Postage \$	Restricted Delivery \$
	Received by <i>[Signature]</i>	



Customer Must Declare Full Value \$ *11.00*

With Postal Insurance
 Without Postal Insurance

To Be Completed By Customer (Please Print) All Entries Must Be in Ballpoint or Typed

FROM: *Hilley Driggs ranch* *10894-01*
400 S Fourth St. #300 *12M JDF*
LAS VEGAS, NV 89101

TO: *RHONDA MOHA*
2793 RED ARROW DRIVE
LAS VEGAS, NV 89135

PS Form 3806, February 1995 **Receipt for Registered Mail** (Customer Copy)
 (See Information on Reverse)

EXHIBIT 10



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
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 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**
CERTIFIED OR REGISTERED MAIL PURSUANT TO NRS 14.090(1)(b)

29 Plaintiff FAR WEST INDUSTRIES ("Plaintiff" or alternatively, the "Judgment
30 Creditor"), having submitted an Ex Parte Motion to Serve Rhonda Mona as Trustee of the Mona
31 Family Trust Dated February 12, 2002 Via Certified or Registered Mail Pursuant to NRS
32 14.090(1)(b) (the "Ex Parte Motion") to the Court, by and through their counsel of record, F.
33 THOMAS EDWARDS, ESQ. and ANDREA M. GANDARA, ESQ. of the law firm of
34 HOLLEY, DRIGGS, WALCH, FINE, WRAY, PUZEY & THOMPSON, and upon the Court's
35 review of the pleadings and papers on file herein, and good cause appearing therefore:

36 **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 22nd day of May, 2015.

11 
12 DISTRICT COURT JUDGE

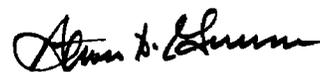
13
14 Submitted by:

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

EXHIBIT 9



CLERK OF THE COURT

1 **EXMT**
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 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 **EX PARTE MOTION TO SERVE RHONDA MONA AS TRUSTEE OF THE MONA**
28 **FAMILY TRUST DATED FEBRUARY 12, 2002 VIA CERTIFIED OR REGISTERED**
MAIL PURSUANT TO NRS 14.090(1)(b)

29 Plaintiff FAR WEST INDUSTRIES (“Plaintiff” or alternatively, the “Judgment”
30 Creditor”), by and through its attorneys, F. THOMAS EDWARDS, ESQ. and ANDREA M.
31 GANDARA, ESQ. of the law firm of HOLLEY, DRIGGS, WALCH, FINE, WRAY, PUZEY &
32 THOMPSON, hereby respectfully requests that this Court grant Plaintiff’s request to serve
33 RHONDA MONA AS TRUSTEE OF THE MONA FAMILY TRUST DATED FEBRUARY
34 12, 2002 (“Mrs. Mona”) via certified or registered mail pursuant to NRS 14.090(1)(b) (the
35 “Motion”).

36 ///

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*

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)

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DISTRICT COURT
CLARK COUNTY, NEVADA

Case No.: A-12-670352

Dept. No.: XV

Far West Industries, a California corporation

vs

Plaintiff(s)

Rio Vista Nevada, LLC, a Nevada limited liability company; et al

Defendant(s)

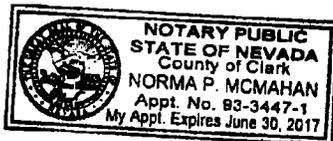
Date: June 11, 2015

Time: 10am

AFFIDAVIT OF
ATTEMPTED SERVICE

I, Leonard Jay Hirschhorn, being duly sworn deposes and says: That Affiant is and was on the day when he attempted to serve the within action, a citizen of the United States, over 18 years of age, licensed to serve civil process in the State of Nevada under license #604, and not a party to or interested in, the within action: That the affiant received the within Order For Examination Of Rhonda Mona As Trustee Of Judgment Debtor The Mona Family Trust Dated February 12, 2002 on the 15th day of May, 2015 and attempted to effect service on Rhonda 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.



State of Nevada, County of Clark

SUBSCRIBED AND SWORN to before me on this
19th day of May 2015

Notary Public Norma P. McMahan


Affiant - Leonard Jay Hirschhorn #: R-070386
Legal Process Service - License # 604

WorkOrderNo 1503920



EXHIBIT 2

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

8 *Attorneys for Plaintiff Far West Industries*

9 **DISTRICT COURT**

10 **CLARK COUNTY, NEVADA**

11 FAR WEST INDUSTRIES, a California
corporation,

12 Plaintiff,

13 v.

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

17 Defendants.
18

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

DISTRICT COURT JUDGE

13

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

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EXHIBIT 8

Part E

EXHIBIT 8

Part E

1 Not me. Either my husband or my son.

2 Q Okay. Does your son have access to
3 these credit cards as well?

4 A I don't know whose credit card this is.
5 Whose credit card is it? Mine? Oh, Michael's.

6 Q If you look at the bottom of each page,
7 it says "Michael J. Mona and Rhonda H. Mona."

8 A Oh, so it's his. It's not mine. He
9 pays for all of our memberships.

10 Q Okay. Yourself, your husband, and your
11 son's?

12 A And my daughter.

13 Q And your daughter?

14 A Just started my daughter, yeah.

15 Q Do you have any interest in Fit Athletic
16 Club?

17 A No. No. No.

18 Q And I know it's a silly question, but --

19 A That's where this was going. I'm like,
20 I know it's legal to work out. Okay. No, no
21 interest in Fit Athletic. It's just all of us
22 working out there.

23 Q Again, I'm not trying to be rude, but
24 please let me finish the questions so we can get
25 it on the record.

1 Do you own any interest in Fit Athletic
2 Club, San Diego?

3 A No, I do not.

4 Q Now, this Capital -- these CapitalOne
5 statements, is this the Visa?

6 A This one that you just showed me?

7 Q Yeah.

8 A No. This is my husband's card. My name
9 is on it, but I never use that card. I don't have
10 one of those cards.

11 Q So you're not familiar with any of the
12 charges he would have made?

13 A No. I mean, you can show them to me
14 and -- no, I don't use the Capital One card.

15 (Exhibit No. 12 was marked.)

16 BY MR. EDWARDS:

17 Q I'm showing you what's been marked as
18 Exhibit 12. It's a series of documents. Take
19 your time to review it. My question is going to
20 be, do you recognize these documents?

21 A No, I do not. Wait.

22 MR. COFFING: Just take a look. The
23 question is, do you recognize it?

24 Is that what your question is?

25 MR. EDWARDS: Correct.

1 MR. COFFING: Just take a look
2 through the whole thing and -- just take a look
3 through the whole thing, and then he will ask you
4 some questions.

5 THE WITNESS: Okay. Go ahead.

6 BY MR. EDWARDS:

7 Q Okay. Do you recognize these documents?

8 A I do not.

9 Q Okay. Do you see your signatures on
10 some of these pages?

11 A I do, yeah.

12 Q Okay. But you have a recollection of
13 actually signing these documents?

14 A I recognize my signature.

15 Q But you have no recollection of signing
16 these documents?

17 A I do not.

18 Q So I take it you don't have any
19 understanding of what these documents mean or why
20 you signed them?

21 A Correct.

22 Q This is just another example of you
23 signing something without reading it?

24 A Correct.

25 Q Okay. On page -- looking at the bottom

1 right-hand corner, 1154 of Exhibit 12, do you
2 recognize your signature?

3 A I do.

4 Q Okay. The last line above the tax ID
5 number it says "Please transfer 95 percent
6 ownership to Michael J. Mona, Jr., and Rhonda H.
7 Mona, cotrustees for the Mona Family Trust, dated
8 February 21, 2002."

9 Do you see that?

10 A I do.

11 Q Do you have any idea what's being
12 transferred to the trust?

13 A Not a clue.

14 Q Do you have any idea why it's being
15 transferred to the trust?

16 A I do not.

17 Q Do you know who owns the remaining
18 5 percent?

19 A I don't even know what it's 5 percent of
20 or 95 percent of.

21 Q Okay. Have you ever heard of Emerald
22 Suites Cameron, LLC?

23 A Yes.

24 Q What's Emerald Suites Cameron, LLC?

25 A It was the second building that we lost.

1 Q Okay. So you said you lost it.

2 Does that mean you didn't make any money
3 from it?

4 A Yeah, we lost it to B of A. It was
5 after -- there were two of them, one on Cameron
6 and one on Las Vegas Boulevard.

7 Q And this doesn't refresh your
8 recollection as to what Employers Holding, Inc.,
9 is?

10 A Absolutely not.

11 What was the date on this?

12 MR. EDWARDS: All right. Let's take
13 a break.

14 (Whereupon, a recess was taken.)

15 BY MR. EDWARDS:

16 Q Do you own any motorcycles?

17 A No.

18 Q And I'm using the "you" in the broad
19 sense.

20 A No. We used to. Not anymore.

21 Q When was the last time you owned any
22 motorcycles?

23 A 2000. 2000.

24 Q Did you lose those in the bankruptcy?

25 A I did.

1 Q Do you own any bicycles?

2 A No.

3 Q Do either you or your husband ride
4 bicycles?

5 A No.

6 Q Do you own any other vehicles that we
7 haven't discussed today?

8 A No. Not to my knowledge, no.

9 Q Do you have a Segway?

10 A No.

11 Q Do you know --

12 MR. COFFING: I had a Segway. Sorry.

13 THE WITNESS: That guy who owned a
14 Segway died on one.

15 BY MR. EDWARDS:

16 Q Do you own any watches?

17 A Yes.

18 Q How many watches do you own?

19 A One, two. Yeah.

20 Q What kind of watches?

21 A A Michele watch and a Michael Kors.

22 Q Does your husband own any watches?

23 A Yeah, he owns one.

24 Q Just one?

25 A Yeah.

1 Q What kind of watch?

2 A I don't know.

3 Q You have no idea whatsoever? Is it a
4 Rolex?

5 A I don't know.

6 Q But you're pretty sure it's just one?

7 A I think so.

8 MR. EDWARDS: Okay. I have nothing
9 further.

10 MR. COFFING: Thank you.

11 MR. EDWARDS: Off the record.

12 (Whereupon, the deposition
13 concluded at 2:35 p.m.)

14 * * * * *

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1 CERTIFICATE OF COURT REPORTER

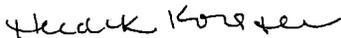
2 STATE OF NEVADA)
3 COUNTY OF CLARK) ss:

4 I, Heidi K. Konsten, Certified Court Reporter
5 licensed by the State of Nevada, do hereby certify
6 that I reported the deposition of RHONDA MONA,
7 commencing on June 26, 2015, at 10:31 a.m.

8 Prior to being deposed, the witness was duly
9 sworn by me to testify to the truth. I thereafter
10 transcribed my said stenographic notes via
11 computer-aided transcription into written form,
12 and that the transcript is a complete, true and
13 accurate transcription and that a request was made
14 for a review of the transcript.

15 I further certify that I am not a relative,
16 employee or independent contractor of counsel or
17 any party involved in the proceeding, nor a person
18 financially interested in the proceeding, nor do I
19 have any other relationship that may reasonably
20 cause my impartiality to be questioned.

21 IN WITNESS WHEREOF, I have set my hand in my
22 office in the County of Clark, State of Nevada,
23 this July 7, 2015.

24 
25 Heidi K. Konsten, RPR, CCR No. 845

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DEPOSITION ERRATA SHEET

Assignment No. 252983
Case Caption Far West,
vs.
Rio Vista Nevada, et al.

DECLARATION UNDER PENALTY OF PERJURY

I declare under penalty of perjury that I have read the entire transcript of my deposition taken in the above-captioned matter or the same has been read to me, and the same is true, accurate, save and except for changes and/or corrections, if any, as indicated by me on the DEPOSITION ERRATA SHEET hereof, with the understanding that I offer these changes as if still under oath.

Signed this _____ day of _____,
2015, at _____.

RHONDA MONA

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DEPOSITION ERRATA SHEET

Page No. ___ Line No. ___ Change to: _____

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Reason for change: _____

SIGNATURE: _____ DATE: _____

RHONDA MONA

1

DEPOSITION ERRATA SHEET

2

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Reason for change: _____

5

Page No. ___ Line No. ___ Change to: _____

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RHONDA MONA

EXHIBIT 8

Part D

EXHIBIT 8

Part D

1 MR. EDWARDS: I think we're making
2 pretty good progress.

3 (Whereupon, a recess was taken.)

4 BY MR. EDWARDS:

5 Q I think I asked you this already, but
6 you don't lease a boat; right?

7 A I don't lease a boat? No.

8 Q Okay. And you never have?

9 A No.

10 Q Are you familiar with intellectual
11 property rights?

12 A No.

13 Q Do you know if you hold any patents?

14 A No.

15 Q Do you hold any copyrights?

16 A No, I don't believe that I own any of
17 those.

18 Q Do you own any trade names?

19 A Not that I know of.

20 Q Do you own any trademarks?

21 A Not that I know of.

22 Q Do you own any royalties?

23 A Not that I know of.

24 Q And I guess in that line of questioning,
25 I was trying to use the big "you" to --

1 A The only I can think of is CannaVest has
2 a trademark on their logo or something, I would
3 assume. I don't know.

4 Q Other than that, you can't think of
5 anything?

6 A No.

7 Q Are you aware of any life insurance
8 policies?

9 A No. I would assume my husband has one.

10 Q Okay. Do you know anything about the
11 life insurance policy?

12 A No.

13 Q Have you sold or transferred any assets
14 or any property in the last five years?

15 A I don't know. Have I sold any property
16 in the last five years?

17 Q And I'm talking about real property,
18 personal property.

19 A I sold the suites, the whole Bank of
20 America --

21 MR. COFFING: That was a foreclosure.

22 THE WITNESS: Okay. And my house in
23 Laguna was a foreclosure. We sold Big Bear, which
24 we discussed, and that's all I can think of.

25

1 BY MR. EDWARDS:

2 Q Remind me again the time frame of when
3 you sold Big Bear.

4 A Five or six years ago, somewhere in
5 there. Five years ago.

6 Q Do you know what happened to the money
7 from that sale?

8 A No.

9 Q Did you see any of that money?

10 A No.

11 Q Your husband controlled it all?

12 A Correct.

13 Q Now, and you were, in your mind, going
14 through various real estate transactions. My
15 question was more broad than that. It would
16 involve anything: Furniture, any clothing, any
17 collections.

18 A No.

19 Q Can't think of anything you sold in the
20 last five years?

21 A No, not to my knowledge.

22 Q Now, using, again, the term "you" in a
23 broad sense, do you have any interest in any
24 entity, partnership, business venture?

25 A I don't know about my husband. That's

1 all I can say. Me, no.

2 Q Okay. And then the trust?

3 A I don't know.

4 Q Have you ever heard of Desert Dream
5 Properties?

6 A Never.

7 Q Never heard of it?

8 A No.

9 Q Have you ever heard of McCarran Plaza
10 Suites, Inc.?

11 A Yes.

12 Q What's that?

13 A It was supposed to be a -- a
14 hotel/casino that we lost in the bankruptcy.

15 Q Okay. Back in 2000?

16 A Uh-huh. Whatever that year was,
17 somewhere around there.

18 Q Yes?

19 A Yeah.

20 Q So since the bankruptcy, you don't
21 believe there's been any activity in the McCarran
22 Plaza Suites, Inc.?

23 A We don't own it. We lost it way back
24 then. It got sold at auction.

25 Q Have you ever heard of Roen Ventures,

1 **LLC?**

2 A Vaguely I've heard something, but I
3 don't know what it is at all.

4 **Q Okay. What have you heard?**

5 MR. COFFING: Well, did you hear it
6 from your husband?

7 THE WITNESS: I don't remember.

8 MR. COFFING: Okay. If you heard it
9 from someone other than your husband, tell him
10 that.

11 BY MR. EDWARDS:

12 **Q I don't want to hear about anything you**
13 **discussed with your husband.**

14 **Are you aware of any facts about Roen**
15 **Ventures?**

16 A No.

17 **Q You've heard of CannaVest; correct?**

18 A Yes.

19 **Q What's your understanding of what**
20 **CannaVest does?**

21 A It's a publicly traded stock. They deal
22 in CBD.

23 **Q Okay. And just so the record is clear,**
24 **what's your understanding of what CBD is?**

25 A It's cannabidiol. That's a whole other

1 story. It's healthy oil. It's what they get from
2 hemp.

3 Q Not to get high, but for medicinal
4 purposes?

5 A Yeah. Well, it's not even medicinal.
6 It's all health in general. It's preventative
7 health.

8 Q Okay. What else do you know about
9 CannaVest?

10 A I don't know. I don't know.

11 Q Do you know the other executives at
12 CannaVest?

13 A Yes, I know.

14 Q Who are the other CannaVest executives
15 that you're aware of?

16 A My son, Joe; Stu. You might say those
17 are the executives.

18 Q Plus your husband?

19 A Correct.

20 Q And what's Joe's last name?

21 A Not sure. Oh, I think it's Dowling,
22 something close to that.

23 Q And what's Stu's last name?

24 A I don't know, and I should know.

25 Q Is your husband essentially the founder

1 of CannaVest?

2 A Yes.

3 Q Have you ever heard of Speedway
4 Industrial Tenant, LLC?

5 A No.

6 Q Have you ever heard of Lendene
7 Enterprises, LLC? And that's L-E-N-D-E-N-E.

8 A No.

9 Q No?

10 A No, I've never heard of it.

11 Q Have you ever heard of Monaco
12 Development, LLC?

13 A Yes.

14 Q What's that?

15 A It was our company for 30 years.

16 Q Okay. What does it do now?

17 A Nothing.

18 Q It has no operations?

19 A I don't -- you know what, I really don't
20 know. I shouldn't say that. I don't know.

21 Q What's your understanding about when it
22 ceased its operations?

23 A Well, I don't know if it ceased, because
24 I know it's still there, I think. I don't know.

25 Q Are you aware of any current operations?

1 A No. I'm not exactly sure what it does.

2 Q Okay. Monaco Development, LLC, is the
3 entity that used to write you your monthly check;
4 correct?

5 A Correct.

6 Q Do they still write you any monthly
7 checks?

8 A No.

9 Q Do they pay any expenses to you?

10 A Not to me.

11 Q Do they pay any expenses for you?

12 A I don't know.

13 Q I guess I want to understand that
14 clarification.

15 They don't pay anything to you?

16 A No.

17 Q Okay. So they pay something for you?

18 A I don't know.

19 Q Okay.

20 MR. COFFING: We talked about the
21 Amex.

22 THE WITNESS: They could possibly.
23 And they could possibly be the ones paying my
24 mortgage, but I don't know that. That's a guess.

25

1 BY MR. EDWARDS:

2 Q So you're not quite sure if the mortgage
3 is being paid by CannaVest or Monaco?

4 A I don't know. I would assume Monaco,
5 though. I would assume.

6 Q Do you know where Monaco gets its money
7 from?

8 A No.

9 Q Have you ever heard of New Times, LLC?

10 A Of what?

11 Q New Times, LLC.

12 A No.

13 Q Have you heard of Rio Vista Nevada, LLC?

14 A I think that's what we're being sued
15 for, right? Rio Vista, yeah.

16 Q Have you heard of that entity before?

17 A Yes.

18 Q Okay. What is Rio Vista Nevada, LLC?

19 A It was some property out in desert --
20 Palm Springs.

21 Q Does Rio Vista Nevada, LLC, have any
22 operations that you're aware of?

23 A I don't really know anything about it.

24 Q Do you know if it stopped operating at
25 some point?

1 A I don't know if it ever was operating.
2 I don't know anything about it.

3 **Q What is M&M Development, Inc.?**

4 A It's what was before Monaco. Same
5 company, different name, I believe. I'm pretty
6 sure.

7 **Q Okay. So to the best of your**
8 **understanding, there is no more M&M Development,**
9 **Inc.?**

10 A No.

11 **Q It ceased operations?**

12 A I'm pretty sure.

13 **Q Do you know when it ceased operations?**

14 A No.

15 **Q Do you know what M&M stands for?**

16 A Michael and Michael.

17 **Q Your husband and father -- or, I'm**
18 **sorry, your husband and son?**

19 A Yeah.

20 **Q They were working together on**
21 **developments?**

22 A No. My son was like newborn, so ...

23 **Q Okay. Do you know when M&M Development**
24 **became Monaco Development?**

25 A I don't recall, no.

1 Q Do you remember generally?

2 A No, not really.

3 Q Have you heard of Emerald Suites, LLC?

4 A Yes.

5 Q What's that?

6 A It was what we built and owned and
7 operated.

8 Q Okay. When did you build, own, and
9 operate?

10 A After bankruptcy, that's what we started
11 on.

12 Q So sometime after 2000?

13 A Uh-huh.

14 Q Can you give me some time frames?

15 A I mean, whenever we came out of
16 bankruptcy, we started building them and -- up
17 until the recession.

18 Q Okay. From roughly 2000 to 2008?

19 A 2010? Was the recession that long ago?
20 2010.

21 Q My economist says --

22 MR. COFFING: It seems like
23 yesterday.

24 THE WITNESS: 2010, I thought, but
25 somewhere in that.

1 BY MR. EDWARDS:

2 Q Somewhere in that time frame?

3 A Uh-huh.

4 Q So what did Emerald Suites, LLC, build?

5 A Daily/weekly units.

6 Q Okay. And multiple sites, or just one?

7 A Multiple.

8 Q How many?

9 A I don't remember anymore. One on the
10 Las Vegas strip. I don't remember. Three. I
11 don't know. Because I can't remember from that
12 time to the time previously, when it was M&M and
13 it was before bankruptcy.

14 Q Okay. What happened to the properties?

15 A Oh, I know. The other one was on
16 Cameron. I think there were just two Emerald
17 Suites, one on Cameron and one on Las Vegas
18 Boulevard.

19 Q And what happened to the properties
20 developed by Emerald Suites, LLC?

21 A Did we lose them? Did we lose them?

22 MR. COFFING: I can't answer. I
23 could help, if it -- but I can't answer.

24 THE WITNESS: I think we lost them
25 back to the bank or -- I -- I know I didn't sell

1 them. I still owed money. That's what -- the
2 judgment was for them.

3 BY MR. EDWARDS:

4 Q For Bank of America?

5 A Uh-huh.

6 Q Yes?

7 A Yes.

8 Q Have you heard of Fudds, LLC?

9 F-U-D-D-S.

10 A Yes.

11 Q What is that?

12 A It was a Fuddruckers, that -- that
13 hamburger place thingy. We thought about buying
14 my son one for graduation, and we didn't -- never
15 did.

16 Q Okay. So Fudds, LLC, has never had any
17 operations?

18 A As far as I know, no.

19 Q Okay. And you talked about M&M
20 Development, Inc.

21 Have you ever heard of M&M Ventures,
22 LLC?

23 A No.

24 Q Have you ever heard of Sunrise RV Park,
25 Inc.?

1 A Yes.

2 Q What's that?

3 A That was the RV park attached to the
4 casino.

5 Q Which casino?

6 A Sunrise.

7 Q Okay. And did you have an interest in
8 Sunrise RV Park, Inc.?

9 A I owned it. Michael and I owned it.

10 Q And what happened to that asset?

11 A We lost it in the bankruptcy.

12 Q So it was an asset that you held prior
13 to 2000?

14 A Yes.

15 Q Since the bankruptcy, has there been any
16 business operations in the Sunrise RV Park, Inc.?

17 A No. Well, I don't know. I don't know
18 if it's still there, but we don't own it.

19 Q Okay. Do you know if anybody that
20 you're related to owns it?

21 A Well, no one related to us owns it.

22 Q Have you ever heard of Food@Fifth, LLC?

23 A No.

24 Q And that's the @ sign as opposed to
25 spelling it out.

1 **Have you ever heard of AZ 12, LLC?**

2 A AZ 12? No.

3 **Q Have you ever heard of Stranger Than**
4 **Fiction, LLC?**

5 A Yes.

6 **Q What's that?**

7 A It was a bad investment I made.

8 **Q Okay. When did you make the investment?**

9 A Oh, God, a long time ago. I don't
10 remember if it was 12 years ago or 18 years -- I
11 can't remember in what time frame. Maybe like 12
12 years ago.

13 **Q What was Stranger Than Fiction, LLC,**
14 **supposed to be?**

15 A It was supposed to be a movie and a book
16 written by Jack Sheehan. And we were all involved
17 in it, all kinds of people. And I gave \$75,000 to
18 it. It never took off.

19 **Q Did you receive your money back?**

20 A No.

21 **Q Did you receive any money back?**

22 A No. It was a thorn in Michael's side.
23 I did it when he wasn't there. I went to lunch
24 and did it myself. He wasn't thrilled.

25 **Q Were there other investors in Stranger**

1 **Than Fiction, LLC?**

2 A Yeah, tons.

3 **Q And your husband wasn't one of them?**

4 A No.

5 **Q And what money did you use to invest in**
6 **Stranger Than --**

7 A You know, I don't know if he was one. I
8 don't know. I actually don't know where that
9 money came from, if it was in my name or his name.
10 I don't know.

11 **Q You don't know where that \$75,000 came**
12 **from?**

13 A No. I would assume he paid it.

14 **Q Okay. Have you ever heard of The**
15 **Employers Holdings, Inc.?**

16 A No.

17 **Q Have you ever heard of Bamburgh**
18 **Holdings, LLC?**

19 A No.

20 **Q I'll spell that for you. It's**
21 **B-A-M-B-U-R-G-H.**

22 A No.

23 **Q Have you ever heard of --**

24 A Not to my knowledge, any of these.

25 **Q Have you heard of Scarlet Holdings, LP?**

1 A LB?

2 Q LP. It's a limited partnership.

3 A No, not to my knowledge.

4 Q Scarlet Holdings itself doesn't ring a
5 bell to you?

6 A Say that one more time.

7 Q Scarlet Holdings doesn't ring a bell to
8 you?

9 A Well, the name Scarlet does, but I don't
10 know about Scarlet Holdings.

11 Q What do you recall about Scarlet?

12 A I just know that name, but I don't know
13 about the holdings company.

14 Q Okay. What do you know about Scarlet?

15 A What do I know about Scarlet? It was my
16 dog's name.

17 Q Okay. Did you -- did you start a
18 company with the name of your --

19 A No, I did not. I did not, no.

20 Q And I know now we're getting later in
21 the day, but if you can --

22 A I have no idea. No idea.

23 Q Okay. I know we're getting later in the
24 day, but if you'd do your best to let me finish
25 the question.

1 A I'm sorry. I'm sorry.

2 Q I just want to make sure the record is
3 as clear as we can.

4 A Sorry.

5 Q Are you involved in any other
6 partnerships that you're aware of? I'm asking of
7 "you" in the broad sense.

8 A I can only answer for me, and I'm not.

9 Q Are you aware of any other partnerships
10 that your husband is a part of?

11 A I'm not aware.

12 Q Are you aware of any partners that your
13 trust is involved in, the Mona Family Trust?

14 A I'm not aware of.

15 Q Are you receiving any disability
16 payments?

17 A No.

18 Q Are you receiving any unemployment
19 payments?

20 A No.

21 Q Do you have any other businesses that we
22 haven't discussed today?

23 A No.

24 Q You have no retirement accounts or
25 savings at all?

1 A I don't.

2 Q And neither, to your knowledge, does
3 your husband?

4 A No my knowledge, no.

5 Q Do you own any prepaid or tuition
6 accounts for your children?

7 A No.

8 Q Are there any educational savings funds
9 for your children?

10 A No.

11 Q Do you know if the trust, the Mona
12 Family Trust, has ever filed for tax returns?

13 A I have no idea.

14 Q Do you know if you filed your 2014 tax
15 returns?

16 A I would assume my husband did my taxes
17 for me. Ed Wilson would have all of that
18 information.

19 (Exhibit No. 8 was marked.)

20 BY MR. EDWARDS:

21 Q Okay. I'm showing you what's been
22 marked as Exhibit 8, which appears to be a 2014
23 tax return for you and your husband.

24 Do you recognize this document?

25 A No.

1 Q Have you ever seen this document before?

2 A Never.

3 Q On the second page, down towards the
4 bottom, if I'm reading this right, it shows that
5 you're entitled to a refund of over \$55,000.

6 Do you see that?

7 A I see 55,000 right there.

8 Q Across from the -- in the refund aisle
9 or column -- I guess row.

10 A Okay. Cool.

11 Q Do you see that?

12 A I do.

13 Q Do you know if you've received that
14 refund?

15 A I have no idea.

16 Q This payment conceivably would have been
17 made in just the past few weeks.

18 A I wouldn't see it.

19 Q You have no idea what bank account that
20 would have been deposited into?

21 A No idea.

22 Q You would have noticed if \$55,000 was
23 deposited into one of your three accounts;
24 correct?

25 A I would have.

1 Q And you're telling me that it was not?

2 A No, it was not.

3 Q \$55,000 was not deposited in your
4 accounts since April of this year?

5 A No.

6 Q Let me direct your attention to page
7 nine or, at the bottom right-hand corner, it's
8 page 400 of Exhibit 8.

9 The very bottom, you'll see net
10 long-term capital gain or loss.

11 Do you see that?

12 A No. I'm sorry. What?

13 Q The very, very bottom.

14 A Okay.

15 Q It shows over half a million dollar loss
16 in 2014.

17 Do you see that?

18 A Uh-huh.

19 MR. COFFING: Well, I'll object that
20 it shows for '14, because that could be a loss
21 carried forward, too. So with that -- that's a
22 caveat, but I would just object to the
23 characterization of the loss of 2014.

24 BY MR. EDWARDS:

25 Q Are you aware that you reported a

1 **\$500,000 loss in 2014?**

2 A No, I'm not aware. I've never seen
3 this. I've never done my taxes. I've never been
4 involved. Michael has never involved me.

5 Q Do you have any idea why you would be
6 reporting a \$500,000 loss in 2014?

7 A I have no idea.

8 Q Does it surprise that you reported a
9 loss of over 500,000 in 2014?

10 A No.

11 Q Why does that not surprise you?

12 A Because when you -- because it just
13 doesn't. The money you lose running businesses
14 and stuff, I would not be surprised.

15 Q Okay. I'm going to go through some
16 lists of some assets, and I'm going to use the
17 "you" in the broad sense, again, so including you,
18 your husband, the trust, any entity that you --

19 A Got it.

20 Q -- you or the trust has an interest in.
21 Does that make sense?

22 A Got it.

23 Q Okay. Do you own any libraries?

24 A Any libraries?

25 Q Yeah.

1 A Do I own a library?

2 Q Yeah. A collection of books.

3 A Oh, I'm like -- no.

4 Q Do you own any works of art?

5 A No.

6 Q Do you own any musical instruments?

7 A No. Oh, a piano, yeah.

8 Q Okay. What kind of piano?

9 A I don't even know. I really don't know.

10 Q Okay. Where is the piano?

11 A In my home.

12 Q Here in Las Vegas? Red Arrow?

13 A Yes.

14 Q How long have you had the piano?

15 A Twenty-five years.

16 Q Steinway?

17 A No, it's not. That I would know.

18 Q Do you own any jewelry?

19 A Yeah, a little bit.

20 Q Okay. What jewelry do you own?

21 A A wedding ring, a necklace, a couple of

22 pairs of earrings.

23 Q Just one necklace?

24 A Probably a couple.

25 Q Okay. Do you know how many necklaces

1 you own?

2 A No. Two or three.

3 Q Okay. Do they have diamonds in them?

4 A Little ones.

5 Q What about your earrings, how many
6 earrings do you have?

7 A A couple of pairs.

8 Q Okay. Any diamonds or precious stones
9 in those earrings?

10 A Little -- little -- you know, not whole
11 diamonds. Little ones.

12 Q Okay. Other jewelry?

13 A No.

14 Q Other than your wedding ring, do you own
15 any rings?

16 A Yeah, I own a couple of wedding bands.

17 Q Why do you own a couple wedding bands?

18 A Because I own two, one gold and one
19 silver.

20 Q Okay. You just swap it out depending on
21 what you're wearing?

22 A Uh-huh.

23 Q Okay. Are there diamonds on the wedding
24 bands?

25 A Yeah, just little ones.

1 Q Any other jewelry?

2 A No.

3 Q Any brooches?

4 A No.

5 Q Any pins?

6 A No.

7 Q Are you wearing your wedding ring now?

8 A Yeah, one of them.

9 Q Okay. Do you have a larger one?

10 A It's a thicker band.

11 Q Okay. Larger diamonds?

12 A No.

13 Q Does your husband own any jewelry?

14 A Yeah, he's got a couple of wedding bands
15 that he doesn't wear.

16 Q Okay. And anything else?

17 A I think he has a bracelet or two also.

18 Q What kind of bracelets?

19 A Silver. He's not a jewelry person.

20 Q Okay. Is it silver or -- or do any of
21 the bracelets have precious stones?

22 A I don't think so. I don't think so.

23 Q Do you have any family keepsakes?

24 A No.

25 MR. COFFING: Aside from pictures of

1 kids and --

2 THE WITNESS: Well, yeah, I mean ...

3 BY MR. EDWARDS:

4 Q Other than pictures of kids, you don't
5 have any family keepsakes?

6 A Like what? No, I don't know.

7 Q Do you have any household goods?

8 A Well, I don't know what you mean by
9 "goods."

10 Q Well, it's pretty broad.

11 You have kitchen appliances?

12 A Yes, of course.

13 Q Okay. What kind of kitchen appliances
14 do you have?

15 A I have all of the regular kitchen
16 appliances. This is ridiculous. Okay? This is
17 ridiculous.

18 MR. COFFING: Let him ask his
19 questions.

20 THE WITNESS: Of course I have
21 kitchen appliances, all of the typical ones.

22 BY MR. EDWARDS:

23 Q And I'm sorry. I know this is tedious.

24 A I have a blender and I have a coffee
25 pot. Okay. Now I'm like really irritated.

1 MR. COFFING: That's all right.

2 BY MR. EDWARDS:

3 Q Your refrigerator, for example --

4 A I have a refrigerator and a dishwasher
5 and a stove and a microwave.

6 MR. COFFING: Just calm down. All
7 right.

8 THE WITNESS: This is ridiculous.

9 MR. COFFING: Just calm down.

10 BY MR. EDWARDS:

11 Q Who makes your refrigerator?

12 A Sub-Zero.

13 Q Okay. Who makes your dishwasher?

14 A I have no idea.

15 Q Who makes your washer machine?

16 A I have no idea.

17 Q Do you have a washer and dryer?

18 A I absolutely do have a washer and dryer.

19 Q Any large household goods like that that
20 you can think of in your home?

21 A I have a bed. I have a lot of beds. I
22 have a couch.

23 MR. COFFING: Safe to say you have
24 the normal household furnishings?

25 THE WITNESS: I have all of the

1 normal household furnishings and kitchen
2 appliances. I have dishes and glasses and
3 silverware.

4 BY MR. EDWARDS:

5 Q Is it actual silver?

6 A No, it's not.

7 Q Do you have any real silverware?

8 A No, I do not.

9 Q You said you have lots of beds.

10 How many beds do you have in your house?

11 A I have four beds.

12 Q Who makes the beds?

13 MR. COFFING: Come on. Really? Who
14 makes the beds? I mean, we are getting
15 ridiculous.

16 You have normal beds?

17 MR. EDWARDS: I don't know. I -- I
18 don't know if she has normal beds, and that's why
19 I'm asking the questions.

20 THE WITNESS: I make the beds.

21 MR. EDWARDS: I'd ask that you not
22 coach the witness. I appreciate what you're
23 doing, but --

24 MR. COFFING: I'm not, but we're
25 getting awfully tedious here and bordering on

1 harassment.

2 THE WITNESS: Yeah, it's totally
3 harassment.

4 MR. COFFING: Okay. Just answer the
5 question, if you know.

6 THE WITNESS: I make my bed.

7 BY MR. EDWARDS:

8 Q Who did you purchase your beds from?

9 A Oh, dear God.

10 MR. COFFING: You need to just answer
11 the question if you recall where you purchased
12 your bed.

13 THE WITNESS: I don't recall.

14 BY MR. EDWARDS:

15 Q Okay. You mentioned you have couches in
16 your house.

17 A Uh-huh.

18 Q What other furnishings do you have in
19 your house?

20 A Chairs, tables, lamps.

21 Q Okay. How much couches do you have in
22 the home?

23 A Two.

24 Q How many tables do you have in the
25 house?

1 A Two.

2 Q Big dining room tables?

3 A I have one dining room and one kitchen
4 table.

5 Q Okay. Any other household furnishings
6 that you can think of?

7 A I don't know.

8 Q What about electronics?

9 A I have a TV.

10 Q How many TVs do you have?

11 A I don't know.

12 Q No idea --

13 A Nope.

14 Q -- at your house?

15 A I don't know. I have never counted
16 them.

17 Q Okay. More than five?

18 A Yes.

19 Q Less than ten?

20 A I don't know.

21 Q Okay. Do you have electronics at the
22 condo in San Diego?

23 A Yes, I have TVs.

24 Q Any other electronics?

25 A No, I -- I don't know. My computer.

1 That's a laptop. It goes back and forth.

2 Q Any other electronics you have here in
3 your Las Vegas home?

4 A No.

5 Q Just TVs?

6 A I -- I don't -- I don't know what goes
7 on in the electronic things, gadgets.

8 Q Okay. You obviously have clothes in
9 both your Las Vegas home and San Diego home;
10 right?

11 A I do, uh-huh.

12 Q Large closet?

13 A Nope.

14 Q No? Small closet?

15 A Uh-huh.

16 Q How big, if you had to estimate the
17 square footage?

18 A I'm bordering to say "none of your
19 business" at this point.

20 MR. COFFING: Just wait a second.
21 Just calm down for a minute. Tell him. If you
22 know the square footage of your closet, tell him.

23 THE WITNESS: Five by five.

24 BY MR. EDWARDS:

25 Q Do you share a closet with your husband?

1 A In San Diego.

2 Q Okay. What about here in Las Vegas?

3 A We have our own.

4 Q Okay. Same size?

5 A Yes.

6 Q Do you have any yard equipment?

7 A Do I have any yard equipment? A
8 gardener.

9 Q Your gardener takes care of all of that?

10 A Yes.

11 Q So you don't own any of the equipment
12 that he uses to take care of your property?

13 A No.

14 Q Do you have any farm equipment?

15 A Do I have any farm equipment? Really?
16 I mean, this is -- this is harassment. I don't
17 own a farm. I don't have farm equipment.

18 MR. COFFING: Okay. Is there any
19 question pending?

20 MR. EDWARDS: Do you want to take a
21 minute with your client?

22 MR. COFFING: Yes.

23 MR. EDWARDS: Let's go off the
24 record.

25 (Whereupon, a recess was taken.)

1 BY MR. EDWARDS:

2 Q You have furnishings at your San Diego
3 condo as well; right?

4 A Yes.

5 Q And you own that?

6 A No.

7 Q The furnishings?

8 A Yes.

9 Q Okay. Typical furnishings in the condo?

10 A Yes.

11 Q Bed? Couch? Tables?

12 A One table.

13 Q Okay. You don't own any farming
14 equipment?

15 A No.

16 Q Do you own any other type of equipment?

17 A No.

18 Q Do you own any tools?

19 A No.

20 Q Do you own any inventory?

21 A No.

22 Q Do you own a cabin?

23 A Do I own a cabin? No.

24 Q Do you own any mining equipment?

25 A No.

1 Q You have already spoken about the two
2 vehicles you own, one being the Mercedes and the
3 other being the Jaguar.

4 A Correct.

5 Q Do you own any other vehicles?

6 A Not to my knowledge.

7 Q Do you own any firearms?

8 A Yes.

9 Q How many?

10 A I own a gun.

11 Q I'm sorry?

12 A I own a gun.

13 Q One gun?

14 A I do.

15 Q Okay. And I'm asking, again, the broad
16 sense of "you," you, your husband, the trust, any
17 entities in which --

18 A He owns some guns.

19 Q Okay. So you own one.

20 How many does your husband own?

21 A A couple.

22 Q How many is "a couple"?

23 A A few. Three, maybe.

24 Q Three. Not ten?

25 A No.

1 Q Okay. And what kind of gun do you own?

2 A A lady Smith & Wesson.

3 Q Okay. Do you have a concealed weapons
4 permit?

5 A No.

6 Q Where do you store that gun?

7 A Not telling.

8 Q Well, do you store it in Las Vegas or --

9 A Las Vegas.

10 Q Okay. And what about your husband's
11 firearms?

12 A They're for show. They're just up on
13 the wall.

14 Q Okay. And what kind of guns are they?

15 A Some old things. I don't know. He
16 doesn't shoot them.

17 Q Okay. They're more collectors than they
18 are --

19 A They're not collectors. They're just
20 rifles. A friends of his died and let them to
21 him.

22 Q And you think there's about three of
23 them?

24 A Uh-huh.

25 Q You have a landlord in San Diego;

1 correct?

2 A I would assume so.

3 Q Okay. Because you -- you don't own that
4 property?

5 A Right.

6 Q You're renting from somebody?

7 A Uh-huh.

8 Q Do you have any deposits with that
9 landlord?

10 A I don't know.

11 Q Okay. Have you prepaid any rent in
12 San Diego?

13 A I don't know.

14 Q Do you own any timeshares?

15 A Not to my knowledge.

16 Q Are you in possession of any funds that
17 compensated you or your family for personal
18 injury?

19 A No.

20 Q For wrongful death?

21 A No.

22 Q For a loss of future earnings?

23 A No.

24 Q Are you in possession of any money paid
25 in restitution for a criminal act?

1 A No.

2 Q Are you or your husband collecting any
3 social security funds?

4 A No.

5 Q Are you or your husband receiving any
6 funds from a private disability insurance plan?

7 A No.

8 Q No?

9 A (Shaking head.)

10 Q Can you say it out loud? I just want
11 to --

12 A No.

13 Q Do you have any money in a trust to
14 cover your funeral or burial services?

15 A I don't think so.

16 Q Do you have any unemployment
17 compensation?

18 A No.

19 Q Are you receiving any funds from the
20 Public Employees Retirement System?

21 A No.

22 Q Did you work long enough with the school
23 district to receive any retirement benefits?

24 A No.

25 Q Are you receiving any public assistance

1 at all?

2 A No.

3 Q Are you receiving any child welfare
4 assistance?

5 A No.

6 Q We talked about artwork, and you said
7 you didn't have any.

8 Do you have any sculptures?

9 A I mean, I have art on my walls. Is it
10 worth anything? No.

11 Q What kind of art do you have hanging on
12 your walls?

13 A I don't know. Just whatever art.

14 Q Did you pick it up from a gallery?

15 A No, from -- I don't even know. They
16 have been there so long, I can't remember where I
17 got them.

18 Q Do you have any sculptures?

19 A No.

20 Q If you had to guess, how many paintings
21 do you have on your walls?

22 A Two, three.

23 Q Do you own any antiques?

24 A No.

25 Q Do you own any stamps, coins?

1 A No.

2 Q Do you hold any licenses or permits?

3 A No.

4 Q Do you know if your husband does?

5 A No idea.

6 Q Okay. Do you hold any warehouse
7 receipts?

8 A No.

9 Q And I need to read the definition of a
10 warehouse receipt. It's a document that provides
11 proof of ownership of commodities, like bars of
12 copper or bars of gold --

13 A No.

14 Q -- that are stored in a warehouse,
15 vault, depository for safekeeping.

16 A No. All of these ways I could have had
17 money, and I don't.

18 Q You said you don't have any safe-deposit
19 boxes; right?

20 A No.

21 Q Do you use any private vault services?

22 A No.

23 Q Do you know if your husband does?

24 A No idea.

25 Q What is the Kisha Spendthrift Trust?

1 K-I-S-H-A.

2 A No idea.

3 Q Never heard of it before?

4 A No.

5 Q And you have no idea who the trustees,
6 the beneficiaries are?

7 A No.

8 Q Do you have an understanding of what the
9 duties of a trustee are?

10 A Not really.

11 Q Do you have a general understanding?

12 A That if someone dies, I'm in charge..

13 Q Okay. Any other duties that you can
14 think of?

15 A No.

16 Q Do you have any collections?

17 A No.

18 Q Do you have any wine collections?

19 A No. I drink them as fast as I get them.
20 No time to collect them.

21 Q Okay. If you had to guess, how much
22 wine do you have in your house now?

23 A A few bottles.

24 Q You know, two or three or --

25 A Ten.

1 Q Ten?

2 A Uh-huh.

3 (Exhibit No. 9 was marked.)

4 BY MR. EDWARDS:

5 Q Okay. I'm showing you what's been
6 marked as Exhibit 9.

7 Have you seen this document before?

8 A No.

9 Q Do you know what this document is?

10 A I do not.

11 Q I asked you about this earlier, but
12 you -- this document, Residential Lease/Rental
13 Agreement identified Bamburgh Holdings, LLC, as
14 your landlord in San Diego.

15 Do you see that?

16 A I do.

17 Q You still have no idea who Bamburgh
18 Holdings is?

19 A No. My landlord, obviously.

20 MR. COFFING: There's no question.

21 BY MR. EDWARDS:

22 Q So you don't think you've ever seen this
23 document before?

24 A No. I know I've never seen this
25 document before.

1 Q Okay. Who is Adam Curtis?

2 A A guy I know.

3 Q How do you know him?

4 A A friend of a friend.

5 Q Is he your friend?

6 A No.

7 Q A friend of family or --

8 A No, he's a -- he's a kid. He's like my
9 son's age.

10 Q Okay. And how do you know Adam?

11 A Through my son's friends.

12 Q Okay. Are you involved with any
13 business transactions with Adam Curtis?

14 A I am not, no.

15 Q Do you know if you ever borrowed money
16 from Adam Curtis?

17 A I don't know.

18 Q Does Adam Curtis work?

19 A Does he work?

20 Q Yeah.

21 A Yeah. He owns Curtis Steel.

22 Q Okay. And what does Curtis Steel do?

23 A They're a steel company that's been in
24 this town for 50 years.

25 Q But he's a relatively young guy; right?

1 A Uh-huh.

2 Q So his family owned it before him?

3 A Yes.

4 Q And now he's the only owner?

5 A I have no idea.

6 (Exhibit No. 10 was marked.)

7 BY MR. EDWARDS:

8 Q Showing you what's been marked as
9 Exhibit 10.

10 Have you seen this document before?

11 A Never. I do see my -- I see my
12 signature, I do.

13 MR. COFFING: Flip through it.

14 THE WITNESS: I have never seen it.
15 If I signed it, I signed it without looking at it.
16 I don't recall it at all.

17 BY MR. EDWARDS:

18 Q Okay. Do you see your initials on the
19 bottom of the first page?

20 A I do. And I see my signature, too.
21 Wait. Let me read it a second.

22 Q Take your time.

23 A Yeah, I have no idea what this is.

24 MR. COFFING: Let him ask a question.

25

1 BY MR. EDWARDS:

2 Q So you recognize your initials at the
3 bottom of 10?

4 A Yeah, absolutely.

5 Q And on the second page, you recognize
6 your signature?

7 A Uh-huh, yes.

8 Q But you have no recollection of signing
9 this?

10 A No.

11 Q No recollection of reading this?

12 A I have no recollection of reading this,
13 no.

14 Q Is it fair to say that you -- on a
15 semi-regularly basis, you sign documents without
16 reading them?

17 A Yes, all the time.

18 Q Okay. Have you received any money from
19 Adam Curtis?

20 A Me personally? No.

21 Q Do you know if your family has?

22 A I have no idea.

23 Q What is Fit Athletic Club, San Diego?

24 A It's my gym.

25 Q I notice on the credit cards, there's

1 non -- nonregular but substantial charges on the
2 credit card to Fit Athletic Club, San Diego.

3 So you're not just paying membership
4 dues, you're paying other charges there as well.

5 A No, just membership.

6 Q Okay. Let's take a look, then.

7 (Exhibit No. 11 was marked.)

8 BY MR. EDWARDS:

9 Q Showing you what's been marked as
10 Exhibit 11, just a series of CapitalOne credit
11 card statements to Fit Athletic Club, San Diego.
12 And again, I couldn't find a pattern that would
13 suggest membership dues.

14 So what are these charges for?

15 A Well, like the \$11 stuff, they're
16 waters, energy drinks, juices.

17 Q Okay. If you go to the last page of
18 Exhibit 11, there's a \$1,000 charge and a \$200
19 charge.

20 A To Fit Athletic?

21 Q Yes.

22 A Okay. So what's the question?

23 Q The question is, what are you paying
24 for?

25 A I would assume that's for a trainer.

EXHIBIT 8
Part C

EXHIBIT 8
Part C

1 A Twenty-six.

2 Q Does she still have -- is Mona still her
3 last name?

4 A Correct.

5 Q Where does she live?

6 A San Diego.

7 Q Okay. Does your son live in San Diego
8 full time?

9 A Yes.

10 Q At the Island address?

11 A Correct.

12 Q 701 unit number?

13 A Correct.

14 Q Where does your daughter live?

15 A In San Diego.

16 Q With her brother?

17 A No.

18 Q Somewhere else?

19 A Uh-huh.

20 Q Okay. Do you know where?

21 A Yes.

22 Q Okay. Can you give me an address?

23 A Do I have to give you an address of
24 where my daughter lives? No.

25 MR. COFFING: She's lives in San

1 Diego.

2 THE WITNESS: She rents, she doesn't
3 own, and it's none of anyone's business where my
4 daughter lives.

5 BY MR. EDWARDS:

6 Q And I appreciate it, but there's a lot
7 of transfers between family members here, and I
8 would like to know her address. You can tell me
9 no, but --

10 A I'm not going to give you her exact
11 address.

12 Q Okay. Is your son employed?

13 A Yes.

14 Q What does he do for work?

15 A He works at CannaVest.

16 Q What does he do for them?

17 A I think his job title is head of product
18 development, but I -- I'm not positive.

19 Q Okay. And what does he actually do day
20 to day?

21 A I don't know.

22 Q Have you ever spoken to him about it?

23 A Yeah, he tells me little things here and
24 there, but I don't -- I don't get involved in the
25 business.

1 Q Do you have a sense of what he does,
2 even though you may not know specifics?

3 A Well, he's -- no. I would be guessing.

4 Q Is your daughter employed?

5 A No. She's a full-time student.

6 Q Where at?

7 A USD. She's in her master's program
8 there.

9 Q Okay. What's she getting her master's
10 in?

11 A Special Ed.

12 Q So you've been unofficially retired for
13 approximately the last five years?

14 A Correct.

15 Q And when did you start doing design
16 work?

17 A About 20 years ago.

18 Q Okay. It sounds to me like you were
19 more of an independent contractor.

20 A Correct.

21 Q Nobody has employed you during that
22 period of time?

23 A Correct.

24 Q You've been hired on specific jobs?

25 A Correct.

1 Q Specific projects?

2 A Correct.

3 Q Do you recall the last time you had an
4 employer?

5 A Well, I worked for my husband a lot, but
6 I don't know that I was getting exactly paid,
7 right.

8 Q Do you get paid sometimes when you work
9 for your husband?

10 A I get a monthly check.

11 Q Okay.

12 A For -- not for very much, but ...

13 Q Okay. And where does that monthly check
14 go?

15 A Where does it go?

16 Q Yeah. What -- like I'm saying, what
17 bank account is that checked deposited?

18 A It goes into my personal account.

19 Q And which account is that?

20 A The Bank of George.

21 Q The checking account?

22 A Yes.

23 Q Okay. So you get paid -- you get a
24 regular check from your husband?

25 A Well, I write it to myself, actually.

1 Q Okay.

2 A So I don't know.

3 MR. COFFING: You missed an employer.
4 I want you to be accurate. You --

5 THE WITNESS: No, I really don't have
6 an employer. I'm getting too complicated.

7 MR. COFFING: He asked if you ever
8 had an employer.

9 THE WITNESS: Ever? School district
10 years ago.

11 MR. COFFING: There you go, that's
12 what I wanted to get at.

13 BY MR. EDWARDS:

14 Q Okay. And when were you employed by the
15 school district?

16 A Thirty years ago. Twenty-nine years
17 ago.

18 Q Okay. When did you stop being employed
19 by the school district?

20 A When my son was born.

21 Q So roughly 29 years ago?

22 A Twenty-nine years ago.

23 MR. COFFING: I just want to make
24 sure. Day school, tell him --

25 THE WITNESS: Yeah. Yeah.

1 MR. COFFING: That was an employer.

2 Tell them about that.

3 THE WITNESS: No, that was subbing.

4 MR. COFFING: Okay. They're still
5 your employer.

6 THE WITNESS: Okay. So for -- like
7 until my kids were in eighth grade, I subbed,
8 also.

9 BY MR. EDWARDS:

10 Q Okay. So you stopped being a full-time
11 employee roughly 29 years ago when your son was
12 born?

13 A Correct.

14 Q But you continued on to work as a
15 substitute teacher?

16 A Yes.

17 Q For roughly how long?

18 A Twelve more years.

19 Q Okay. So you stopped working with the
20 school district roughly 17 years ago?

21 A When my daughter left eighth grade, so
22 whatever year that was.

23 Q Okay. Any other employers since the
24 school district?

25 A No. Not full-time employer, no.

1 Q Okay. Have you been a part time -- have
2 you had a part time --

3 A Well, just like if I do someone -- if I
4 do work for someone.

5 Q Like project work?

6 A Exactly.

7 Q Okay. Now, I want to go back to the
8 checks that you write yourself from your husband.

9 Is that for work you perform?

10 A Yeah.

11 Q Okay. And where do you write the check
12 from?

13 A I write it from my Bank of Nevada
14 checking account.

15 Q To where?

16 A To myself, and I put it in my own
17 personal checking account.

18 Q The Bank of George checking account?

19 A Yes.

20 Q Okay. And is there a set amount that
21 you write yourself?

22 A Yes.

23 Q How much?

24 A 2600 a month.

25 Q And how did you arrive at that figure?

1 A I don't even know.

2 Q And what does that money represent?

3 A It's just money that I can spend on
4 whatever.

5 Q Okay. I don't want to -- put a negative
6 term on it, but it almost sounds like it's an
7 allowance.

8 A That's correct.

9 Q Not necessarily because you did work,
10 but because you need spending money.

11 A Right. Yeah. Correct.

12 Q Is there anything else to that?

13 A No, that's fine.

14 Q I'm not here to mischaracterize. I want
15 to hear your story, so --

16 MR. COFFING: Nothing. I was going
17 to make a snide comment, but ...

18 BY MR. EDWARDS:

19 Q And the money from the Bank of Nevada
20 account, I thought that was funded by your --

21 A It is.

22 Q -- money market account at the Bank of
23 George.

24 A It is.

25 Q And it has other sources of funds as

1 well; right?

2 A Say that again.

3 Q The Bank of Nevada checking account has
4 other sources of funds as well?

5 A The Bank of Nevada checking account is
6 only funded by the Bank of George.

7 Q Okay. So is -- I'm getting a little
8 confused. So if all of the money in the Bank of
9 Nevada checking account is coming from your money
10 from the Bank of George money market account, and
11 you're just moving money from the Bank of George
12 account into the Bank of Nevada account and then
13 into your other Bank of George account --

14 A Correct.

15 Q -- why does that make sense?

16 A Well, it makes sense to me because it's
17 what I'm allowed to spend, what I give myself to
18 spend versus what I'm spending on my house bills.

19 Q Why wouldn't you just transfer the money
20 from your Bank of George market account to your
21 Bank of George checking account?

22 A Because I -- I'm only allowed to
23 transfer so much money a month before you get
24 charged.

25 Q Okay. From which account?

1 A From the money market account. You're
2 not supposed to transfer money. It's not supposed
3 to be used as a checking account.

4 Q Okay. So you make larger withdrawals
5 from the Bank of George money market account into
6 the Bank of Nevada account?

7 A Correct.

8 Q And then you make monthly payments to
9 yourself from the Bank of Nevada account into --

10 A Correct.

11 Q -- the Bank of George checking account?

12 A Correct. Because the Bank of George
13 checking account is mine to do what I want with,
14 and the Bank of Nevada is only use to pay house
15 bills.

16 Q Okay. And you are solely responsible --
17 your funds are solely responsible for paying the
18 house bills?

19 A Correct.

20 Q Your husband does not contribute to
21 paying the house bills?

22 A No.

23 Q How long have you been writing yourself
24 the check, the \$2,600 a month?

25 A About four years.

1 Q And why did you start that practice?

2 A Because it used to come from his office,
3 and it -- and it didn't anymore.

4 Q Okay. So prior to four years ago, your
5 husband's office would send you a monthly check
6 for 2600?

7 A Yeah. But then when we lost everything,
8 we just restructured however.

9 Q Okay. What do you mean when you lost
10 everything?

11 A When everyone else did, during the
12 recession.

13 Q Okay. So prior to the recession, your
14 husband's office would send you a monthly check
15 for \$2,600?

16 A I don't remember how much it was for.

17 Q Was it generally the same amount?

18 A Somewhere in there.

19 Q Okay. And then after the recession when
20 you restructured, you started this new system
21 where you would take money from your Bank of
22 George money market account, put it in the Bank of
23 Nevada account --

24 A You're being way more specific than I
25 am. So, I mean, somewhere like that, yes.

1 Q Do you receive any bonuses?

2 A No.

3 Q Do you travel often?

4 A Sometimes.

5 Q Okay. It sounds like you travel semi
6 regularly to San Diego.

7 A Oh, yeah.

8 Q What about overseas?

9 A I haven't been overseas in years, since
10 my daughter was in Italy for school.

11 Q And can we put a time frame on that?
12 Your daughter was in school in Italy?

13 A Uh-huh.

14 Q Okay. When was that?

15 A Five years ago, maybe.

16 Q And since that time in Italy, you've
17 never been overseas?

18 A I don't believe so.

19 Q Okay. Did you ever sign any legal
20 documents while you were in Italy?

21 A I don't believe so.

22 Q Did you open any bank accounts in Italy?

23 A No.

24 Q Did you sign any signature cards in
25 Italy?

1 A No.

2 Q Have you been to any other country in
3 which you opened a bank account?

4 A No.

5 Q Never been to Germany?

6 A No.

7 Q Never been to the Cayman Islands?

8 A No.

9 Q Are you aware of any assets held by you,
10 your husband, the trust, or any entity in which
11 you, your husband, or the trust hold an interest
12 that are held overseas?

13 A No.

14 Q Or in Canada?

15 A No.

16 Q Or any other foreign country?

17 A No.

18 Q Do you own any real property other than
19 the Red Arrow property?

20 A Not to my knowledge, no.

21 Q No other property here in Nevada?

22 A I don't believe so.

23 Q Do you own any property in California?

24 A I don't believe so.

25 Q You're not aware of any other property

1 you may own in any other state?

2 A I don't believe so.

3 Q Do you own any commercial buildings?

4 A I don't think so, no.

5 Q And I'm asking that kind of broad
6 question. I'm talking about you, your husband,
7 the trust.

8 A Yeah, I don't think so.

9 Q Have you owned any real property, other
10 than the Red Arrow address, in the last five
11 years?

12 A I don't think so.

13 Q Have you ever owned property in Big
14 Bear?

15 A Yes.

16 Q Do you know the address of the property
17 you owned in Big Bear?

18 A I know the street name. I don't know
19 the address, though.

20 Q What was the street name?

21 A Ironwood.

22 Q Ironwood?

23 A Uh-huh.

24 Q Why do you no longer own the Big Bear
25 property?

1 A We sold it.

2 Q When did you sell it?

3 A About five or six years ago.

4 Q Who did you sell it to?

5 A I don't know.

6 Q Nobody you knew?

7 A I don't know. My husband did the
8 transaction, so I don't know.

9 Q Are you aware of any other real property
10 you've owned in the last five years?

11 A I had a house in Laguna but lost it.

12 Q Okay. Do you know the address of the
13 house in Laguna?

14 A It was on Crescent Bay.

15 Q Why did you lose the house?

16 A When the economy crashed. Same reason
17 we sold Big Bear.

18 Q Okay. Did you -- so you sold the house
19 in California?

20 A Lost it.

21 Q So the lender foreclosed?

22 A I'm pretty sure. I think that's what
23 happened.

24 Q Okay. Any other properties you can
25 recall in the last five years?

1 A No, not to my knowledge.

2 Q I'm going to go with one of these broad
3 questions, where "you" means essentially
4 everybody: You, your husband collectively,
5 individually, the trust, any entities in which
6 that group holds an interest in, is that -- does
7 that make sense?

8 A Uh-huh, yes.

9 Q Okay. Do you own any securities?

10 A I don't even know what securities are,
11 so --

12 Q Do you own any stock?

13 A I don't know. I don't know.

14 Q Do you believe you might?

15 A I don't know of any stocks in my name or
16 not.

17 Q Okay. And, again, that's why I'm trying
18 to use the broad questions. I understand you may
19 not know if it's in your name.

20 Do you know if it's your husband's name,
21 the trust name, any --

22 A I don't know.

23 Q Okay. Are you generally aware of stock
24 that may be held in --

25 A I don't know.

1 Q You have no idea?

2 A No.

3 Q Okay. Do you own any bonds?

4 A Not to my knowledge, no.

5 Q Any CDs?

6 A No.

7 Q Any other investments?

8 A Not to my knowledge, no.

9 Q Do you own -- again, the broad sense of
10 "you" -- own any interest in any businesses?

11 A Well, I don't. I don't -- I don't know
12 if my husband does.

13 Q Okay. And that's all I'm asking about,
14 is your knowledge.

15 A Yeah.

16 Q You're positive you don't own any other
17 businesses?

18 A To the best of my knowledge.

19 Q Your husband may, but you're not sure?

20 A I don't know.

21 Q Okay. And when you -- likewise, you
22 don't know if the trust owns any other businesses?

23 A I'm pretty sure the trust doesn't own
24 anything else.

25 Q Do you hold any claims against anybody?

1 A To the best of my knowledge, no.

2 Q Another way to word that is, does
3 somebody owe you money?

4 A To the best of my knowledge, no.

5 MR. COFFING: The Super Bowl ticket
6 guy owes you money.

7 THE WITNESS: Yeah, but I'm not going
8 to get that.

9 MR. COFFING: I'm sorry. I shouldn't
10 interject, but -- and we covered that already.

11 THE WITNESS: Yeah. He owes it to
12 me, but I probably wouldn't get that. I don't
13 know.

14 BY MR. EDWARDS:

15 Q Do you know if that's part of his
16 sentence, he has to pay that money back to you?

17 A It's not part of it, no.

18 Q How long is he away for, in prison?

19 A He actually just got out. He only got a
20 year.

21 Q And to your knowledge, is he still in
22 New York?

23 A Yes.

24 Q Do you have any hope he's going to pay
25 you back?

1 A I always have hope, but --

2 Q Do you have any reason to believe he may
3 pay you back?

4 A No.

5 Q Are you aware of any discussions with
6 him about paying you back that debt?

7 A No.

8 Q Are you aware of anybody else owing you
9 money?

10 A No.

11 Q Are you aware of anyone else owing your
12 husband money?

13 A I don't know.

14 Q Are you aware of anybody owing the trust
15 any money?

16 A I don't believe so.

17 Q Are you aware of any other judgments
18 against you in the broad sense?

19 MR. COFFING: Go ahead, if you know.
20 I don't -- I'm sorry, I -- just answer his
21 question.

22 THE WITNESS: Well, we settled that
23 Bank of Nevada one.

24 MR. COFFING: Bank of America?

25 THE WITNESS: The Bank of America

1 one.

2 BY MR. EDWARDS:

3 Q I guess are you aware of anyone else
4 like my client, Far West, who is attempting --

5 A Vaguely aware.

6 Q Okay. You are aware of anyone else,
7 other than my client, who is trying to collect a
8 debt against you?

9 A Yeah, vaguely aware.

10 Q Okay. Who?

11 A Another business thing.

12 Q Okay. Do you know -- what do you know
13 about that business thing?

14 A Not a lot. Just that he's going through
15 something else.

16 Q Okay. And is there a name associated
17 with that business?

18 A I don't know.

19 Q Do you know how much --

20 A No, I don't.

21 Q -- is at issue?

22 A I don't know.

23 Q Do you know a Michael D. Sifen,

24 S-I-F-E-N?

25 A I do.

1 Q Who is that?

2 A It was a business partner of my
3 husband's or is a business partner, I don't know.
4 Investor. Or I don't know if I'm using the right
5 words.

6 Q You've met him before?

7 A Yes, I have.

8 Q Are you still friendly with him?

9 A I haven't seen him in a year, but yes.
10 I mean ...

11 Q What business dealings are you aware of
12 Mr. Sifen taking part in?

13 A I'm pretty sure he's an investor in
14 CannaVest.

15 Q Okay. Any other business dealings?

16 A I don't know.

17 Q And why do you think he's an investor in
18 CannaVest?

19 A Because I've heard them talk about it.

20 Q You've heard Mr. Sifen talk about it?

21 A Uh-huh.

22 Q Okay. Do you know, does he own his
23 interest in CannaVest directly or through some
24 entity?

25 A I have no idea.

1 Q Are you aware of any liens against you?

2 A I don't know.

3 Q Are you aware of other pending legal
4 actions against you?

5 A I don't know. Well, am I aware of it?
6 I don't think so, but I don't know.

7 MR. COFFING: That's just her.

8 THE WITNESS: Yeah, me.

9 BY MR. EDWARDS:

10 Q I'm asking you in the broader sense.

11 A Well, I just told you that I'm aware
12 that my husband is involved in another lawsuit.

13 Q Okay. The other dispute, do you have
14 any idea where they are in the proceeding? Are
15 they still fighting about it?

16 A Yes.

17 Q There's not a judgment that's been
18 entered in that case, as far as you know?

19 A I don't know. I really don't know.

20 Q Okay. So other than that case, are you
21 aware of any other cases against you or your
22 husband or the trust?

23 A I don't know of any.

24 Q Okay. Do you know if you have any tax
25 debts?

1 A I don't know.

2 Q I think earlier you mentioned a
3 bankruptcy; right?

4 A Correct.

5 Q Did you personally file for bankruptcy,
6 as well, or just your husband?

7 A Both of us.

8 Q Okay. When was that?

9 A Gosh, I don't -- 15 years ago.

10 Q Okay. So roughly 2000?

11 A Around 2000, yeah.

12 Q Okay. Did you receive your discharge
13 from the bankruptcy?

14 A No.

15 Q Okay. Why is that?

16 A We had to pay it all off.

17 Q Do you know, was it -- and I'm not good
18 at bankruptcy numbers. Was it a Chapter 7?

19 A I don't know.

20 Q Chapter 11?

21 A I think we did both at some point. I
22 don't know.

23 Q Okay. But eventually you had to pay
24 everybody off.

25 Did you pay everyone off 100 cents on

1 the dollar, or a smaller percentage?

2 A I don't know.

3 Q Where was that bankruptcy filed?

4 A Here.

5 Q Here in Las Vegas?

6 A Uh-huh.

7 Q Were you sued as it relates to that
8 bankruptcy case?

9 A I don't know. I don't know what that
10 means, was I sued.

11 Q Well, for example, did -- there's
12 something called an advisory proceeding, where one
13 of your creditors may sue you or your husband
14 claiming bad things happened with the money.

15 A I don't know the details. I just know
16 that -- you know the answer, right?

17 MR. COFFING: I do, but I can't
18 answer. I'm sorry.

19 THE WITNESS: I don't know. I know I
20 went through bankruptcy, went through a whole
21 bunch of stuff, and ended up paying everyone at
22 the end of the day.

23 MR. COFFING: It's all public
24 records.

25 THE WITNESS: Yeah, it's all public

1 records.

2 BY MR. EDWARDS:

3 Q Do you have any plans right now to file
4 for bankruptcy?

5 A No.

6 Q Are you aware of any other debts, other
7 than the mortgage, on the Red Arrow property?

8 A I'm not aware of other debts.

9 Q And I guess we have to include ourselves
10 in that. We have a -- the debt to us, as well.

11 A Yeah, I guess.

12 Q So other than our judgment and the
13 mortgage, are you aware of any other debts owed by
14 you --

15 A I mean, I only know about my house. I
16 don't know about his world, so ...

17 Q Okay. And so I know what your answer is
18 going to be, but I'm going to get the full
19 question out, and you can give me the full answer.

20 Other than the mortgage on the Red Arrow
21 property and the judgment that my client holds,
22 are you aware of any debts owed by you, your
23 husband, the trust --

24 A And the answer would be I don't know.

25 Q Okay. Presumably you would know if you

1 **owed money to someone else, right, personally?**

2 A Of course.

3 Q Okay. And you don't know of any money
4 **debts you owe to someone else?**

5 A I don't believe I owe anybody anything.

6 Q And you also don't believe anybody owes
7 **you anything; correct?**

8 A I don't believe so.

9 Q Other than the ticket guy?

10 A Yep.

11 Q Roughly what do you think your monthly
12 **expenses are?**

13 A I don't know what you call "me," so --

14 Q Okay. Well, let's first narrow it down
15 **and talk about the expenses you pay associated**
16 **with the house.**

17 What do you estimate your monthly
18 **expenses are associated with the house?**

19 A What I pay? Because I don't pay the
20 mortgage.

21 Q Okay. Other than the mortgage.

22 A Okay. So what I pay, I don't know,
23 20,000 a month.

24 Q And you and I live in different tax
25 **brackets, so that sounds like a big number to me.**

1 Can you help me break that down? Give
2 me estimates of how you arrive at that 20,000
3 figure.

4 What's the largest bill you pay on a
5 monthly basis?

6 A Well, the largest utility bill would be
7 power.

8 Q Okay. And roughly what's your power
9 bill? I know during the summer it's going to
10 be --

11 A 1200. Oh, summer, way more.

12 Q Yeah?

13 A Yeah.

14 Q What other bills get you to the \$20,000
15 figure?

16 A Well, my credit card bill is in there,
17 so ...

18 Q Okay. Where do you have a -- or with
19 whom do you have a credit card bill?

20 A It's a Visa.

21 Q Okay. Do you know -- usually the credit
22 card is associated with a particular bank.

23 A Chase.

24 Q Chase. Okay.

25 Is that your only credit card?

1 A No.

2 Q Okay. What other credit cards do you
3 hold?

4 A I have an American Express under my
5 husband's company.

6 Q Under CannaVest?

7 A I think it's actually Monaco.

8 MR. COFFING: M-O-N-A-C-O.

9 BY MR. EDWARDS:

10 Q Any other credit cards you can think of?

11 A No.

12 Q Do you use the Amex with Monaco?

13 A Yeah.

14 Q For what?

15 A Doctors, whatever.

16 Q Just any -- any expenses that you feel
17 like?

18 A No. Not anything I feel like, no.

19 Q Okay. That's what I'm trying to get an
20 understanding. You have used the credit card for
21 particular things but not others.

22 Can you help me --

23 A Gas, doctors, things like that.

24 Q Grocery shopping?

25 A I use the Visa for grocery shopping.

1 Q The Visa with Chase --

2 A Uh-huh.

3 Q -- for grocery shopping?

4 A Uh-huh.

5 Q That's a yes?

6 A Yes.

7 Q Thanks.

8 Who pays the Amex in the name of Monaco?

9 A Michael.

10 Q So that's not one of your monthly
11 expenses?

12 A No, huh-uh. The Visa is.

13 Q So -- and other than the Visa, the Amex,
14 you can't think of any other credit cards that you
15 hold?

16 A Yeah. I have a -- something else that
17 doesn't have a very high limit on that's mine that
18 I just -- yeah. Yeah.

19 Q Do you use that, as well?

20 A Occasionally, yeah.

21 Q Okay. And what bank is that with?

22 A I don't even know.

23 Q Is it an American Express?

24 A Citibank, maybe? It's a MasterCard, to
25 Citibank maybe. Citibank.

1 Q So you gave us a sense of what you put
2 on the Amex: Gas, medical expenses.

3 Any other items you typically put on the
4 Amex card?

5 A Travel.

6 Q Okay. Anything else?

7 A No, not so much.

8 Q When you say "travel," what are you
9 referring to?

10 A Airline tickets.

11 Q To?

12 A San Diego, Vegas, wherever I have to go.

13 Q Okay. Those are your two primary
14 destinations?

15 A Uh-huh.

16 Q What do you put on the Visa with Chase?

17 A Grocery shopping, anything to do with
18 the house.

19 Q Okay. And is the Visa a card that you
20 pay from the Bank of Nevada account?

21 A Yes.

22 Q And what do you put on the MasterCard?

23 A My own clothes.

24 Q Clothes?

25 A My clothes, uh-huh.

1 Q And how do you pay off the MasterCard?

2 A My Bank of George checking account.

3 Q Okay. Because that's your personal
4 money that you spend?

5 A Exactly.

6 Q Okay. You don't handle the mortgage;
7 correct?

8 A No.

9 Q You also don't handle paying rent on the
10 property in San Diego?

11 A No.

12 Q Do you receive any payments for rentals
13 of properties?

14 A No.

15 Q Do you handle any car payments?

16 A No.

17 Q You don't think there's a car payment on
18 the Jaguar; right?

19 A I don't believe so.

20 Q And your husband owns a car as well;
21 right?

22 A Yes.

23 Q What kind of car is that?

24 A A Mercedes.

25 Q Okay. Do you know what year?

1 A Yeah, 2006.

2 Q Okay. Do you know, does he owe money on
3 that car?

4 A I don't believe so.

5 Q Do you have anything to do with making
6 payments on that car?

7 A No.

8 Q What, other than -- I guess we've talked
9 about your electricity bill can be pretty high,
10 especially in the summer. Your Visa bill can be
11 pretty high. I'm trying to figure out what money
12 is coming out of that --

13 A My water, my -- my fish tank is
14 ridiculous. Maintenance -- I mean, outside
15 maintenance. I mean, just everything it takes to
16 run a house.

17 Q So you pay somebody to keep up your
18 backyard?

19 A Yes.

20 Q Okay. And so other than electricity,
21 what is your next highest monthly bill that you
22 pay?

23 A I don't know. I don't know. Probably
24 the fish tank, I would say.

25 Q And why is the fish tank so expensive?

1 A Because it is.

2 Q And what associated with it is? Do you
3 have a professional that comes over and cleans it?

4 A Yes, of course.

5 MR. COFFING: It's a big tank.

6 THE WITNESS: Yeah. It was a
7 mistake.

8 BY MR. EDWARDS:

9 Q Do you make payments on any other credit
10 cards?

11 A No. I only make payments on two, Visa
12 and the -- and that MasterCard.

13 Q And do you make payments on any loans?

14 A No.

15 Q Do you make payments pursuant to any
16 settlement agreements?

17 A No.

18 Q Are you aware of any settlement
19 agreements?

20 A Isn't this one?

21 Q Well, we haven't settled here.

22 A Okay. No, I'm not aware of any.

23 MR. COFFING: B of A.

24 THE WITNESS: What?

25 MR. COFFING: B of A.

1 THE WITNESS: Oh, yeah. That's
2 already done, yes. Yes, I am.

3 MR. COFFING: That's what he was
4 asking.

5 THE WITNESS: I'm aware of that.

6 BY MR. EDWARDS:

7 Q You're aware of the Bank of America?

8 A Yes.

9 Q And is it your understanding that the
10 amount owed under the Bank of America is already
11 paid?

12 A Yes.

13 Q There's no continuing payments?

14 A No.

15 Q How much was made under the Bank of
16 America settlement?

17 A I believe around 800,000.

18 Q And do you know where that money came
19 from?

20 A I don't recall where it came from.

21 Q Do you remember generally where it came
22 from?

23 A It could have been my account. I don't
24 know. I really don't recall.

25 Q Okay. Did --

1 A I really don't recall.

2 Q Did Bank of America sue you, as well as
3 your husband?

4 A I believe so.

5 Q Were you a borrower or a guarantor as it
6 relates to Bank of America?

7 A I really don't know.

8 Q And she's going to throw something at us
9 if we're not careful about talking over each
10 other. It's a pain in the neck. I'm sorry.

11 MR. COFFING: Do you know the answer
12 to that, or do you want -- do you want me to say?
13 She's a guarantor.

14 THE WITNESS: Yeah, I really don't
15 know. I don't know the specifics.

16 BY MR. EDWARDS:

17 Q Okay. Do you know if the \$800,000 was
18 paid in a lump sum or in payments?

19 A I believe it was paid all at once.

20 Q Do you have any payments related to
21 children?

22 A I don't know.

23 Q Do you make any payments to help --

24 A No. I personally, no.

25 Q Do you help pay your daughter's school?

1 A Absolutely. Me personally? I think
2 that's what the trust does.

3 Q Okay. How does the trust pay for your
4 daughter's school?

5 A I don't know, because I'm not involved.

6 MR. COFFING: Specify which trust?

7 THE WITNESS: Oh, Mik-Nik or Nik-Mik
8 or whatever it's called. I'm sorry.

9 BY MR. EDWARDS:

10 Q Not the Mona Family Trust?

11 A No. No.

12 Q The Mik-Nik Trust you believe pays for
13 your daughter's school?

14 A Yes, I believe.

15 Q Okay. Do you out of any of your
16 accounts make any payments to help support your
17 children?

18 A Well, I helped my son with his house.

19 Q Sure. Okay. That's a good example.

20 A That was a nice help.

21 Q Absolutely.

22 Any others?

23 A No, I don't have any monthly payments to
24 my children.

25 Q Any less regularly than monthly? You

1 know, every six months?

2 A No, but I help support my daughter. She
3 doesn't have an income, so I take her shopping
4 and, you know, things like that.

5 Q Okay. Do you, you know, send her money
6 for spending money?

7 A I don't, no.

8 Q Okay. Do you know if somebody sends her
9 money for spending money?

10 A Somebody gives her spending money.

11 Q But you don't know where or how that's
12 paid?

13 A No.

14 Q Do you know if your son receives any
15 help for living expenses?

16 A I don't know.

17 Q Do you know how much your son gets paid
18 from CannaVest?

19 A That is very funny. He's 29 years old.
20 He's not going to tell me anything like that.
21 He's a grown man. I don't get involved in that
22 kind of stuff with him.

23 Q Do you have any payments to support your
24 parents?

25 A Yes.

1 Q Okay. And what are those?

2 A I give my mom \$800 a month.

3 Q Okay. Any other payments to support
4 your parents --

5 A No.

6 Q -- or your husband's parents?

7 A They're deceased.

8 Q Okay. And where does the \$800 a month
9 come from?

10 A My -- oh, that's another one of my
11 bills. That comes out of my -- that check.

12 Q The Bank of Nevada checking account?

13 A Correct.

14 Q Any other assistance you provide to your
15 parents?

16 A Nope, I don't think so.

17 Q Not with, you know, a retirement home
18 or --

19 A No.

20 Q -- medical expenses?

21 A No.

22 Q Okay. How much cash do you have?

23 A I've already told you that.

24 Q Well, you've told me the amounts in the
25 bank accounts, and I appreciate that.

1 A Oh, that's all I have. \$200 in my
2 purse.

3 Q Okay. Do you have any money in cash
4 stored in the house?

5 A No.

6 Q Do you have any cash stored in a safety
7 deposit box?

8 A No.

9 Q Do you have cash stored anywhere --

10 A No.

11 Q -- other than the bank?

12 A No.

13 Q And I'll limit that further.

14 Are you aware of any -- do you store
15 cash anywhere other than the three bank accounts
16 that we've talked about, two at the Bank of George
17 and one at the Bank of Nevada?

18 A No.

19 Q And I guess the same questions -- I
20 meant that to be the broad "you," but the same
21 goes for your husband?

22 A I have no idea how much money he has.

23 Q Okay. Are you aware if he's storing
24 cash anywhere?

25 A No.

1 Q Do you -- I'm using the broad sense of
2 "you," again -- have any safe-deposit boxes?

3 A Not that I'm aware of.

4 Q Do you have any storage facilities?

5 A Yes.

6 Q Where?

7 A Here.

8 Q In Las Vegas?

9 A Uh-huh.

10 Q Okay. Multiple?

11 A Yeah, there's more than one.

12 Q Okay. How many storage facilities?

13 A I don't know. A few.

14 Q Five?

15 A Somewhere around there, yeah.

16 Q Okay. What do you store in those
17 facilities?

18 A A bunch of junk. Christmas decorations.
19 Where all of this stuff came from.

20 Q Documents?

21 A Yeah.

22 Q What else do you --

23 A And old furniture. Furniture from the
24 Laguna house when we lost it.

25 Q Okay. What else do you store in the

1 storage facilities?

2 A Nothing other than just junk, old junk.

3 Q Okay. I guess if it's just junk, why
4 are you storing it?

5 A Yeah, I know. We need to get there and
6 throw it out.

7 Q Okay. I would ask that you not do that
8 until you talk to us.

9 A It's junk. You can have it.

10 Q Where are those storage facilities?

11 A Out -- somewhere out there towards
12 Cheyenne.

13 Q Okay. You believe that the facility is
14 at Cheyenne? On Cheyenne?

15 A I don't know the name of the street. I
16 honestly don't.

17 Q Okay. You know how to get there?

18 A Uh-huh.

19 Q Is it close to your house?

20 A No.

21 Q Okay. So you have multiple storage
22 units at one facility?

23 A Uh-huh.

24 Q Okay. And do you know what the storage
25 facility is called?

1 A No.

2 Q Okay. So to the best of your knowledge,
3 you do not hold any bank accounts jointly with
4 your husband?

5 A No, not to my knowledge. I mean, he
6 showed me a piece of paper that my name was on,
7 but I didn't even know about that.

8 Q But I guess to the best of your
9 knowledge, you are the sole signatory on your bank
10 accounts and he is the sole signatory on his bank
11 accounts?

12 A I don't know who is on his bank
13 accounts.

14 Q Okay. But you're pretty sure it's not
15 you?

16 A I don't know. To the best of my
17 knowledge, no.

18 Q Okay. Are you aware of any business
19 bank accounts?

20 A No. I mean, I have to assume business
21 bank accounts exist. He runs a business. Am I
22 privileged to any of the information on them? No.

23 Q You have no idea where or with what
24 banks --

25 A No.

1 Q -- the businesses may bank?

2 A Nope.

3 Q For Bank of George, you said you're
4 old-fashioned, you like going into the bank.

5 What branch do you typically use?

6 A I think there's only one.

7 Q Okay. Where is that?

8 A On Russell. Oh, no, there's a second
9 one now.

10 Q Is the Russell one relatively close to
11 your house?

12 A Uh-huh.

13 Q Do you maintain any financial records?

14 A My checking account.

15 Q Any of your bank statements?

16 A Uh-huh.

17 Q Okay. Other than your bank statements
18 as it relates to your accounts, do you keep any
19 financial records?

20 A I keep the records of the bills, my
21 household bills.

22 Q Anything else?

23 A No.

24 Q How do you keep records of your
25 household bills?

1 A I have files.

2 Q So you pay a bill and you -- and they're
3 marked "Paid" on them, and you throw it in a file?

4 A I'm old school. I write the checks out.

5 Q There's no spreadsheet I could look at
6 to see --

7 A No.

8 Q Do you have somebody that helps you
9 maintain financial records: A bookkeeper, for
10 example?

11 A For my own, no, huh-uh.

12 Q Okay. Do you know, does your husband
13 have a bookkeeper?

14 A I don't -- I mean, his business has
15 bookkeepers and accountants.

16 Q Okay. Do you know if he has a personal
17 bookkeeper?

18 A I don't know.

19 Q Do you know who his bookkeeper or
20 accountant is for the business?

21 A No.

22 Q No idea?

23 A Do I know who his accountant is?
24 Meaning his CFO in his business?

25 Q Sure. Do you know?

1 A Yes, I know the CFO.

2 Q Who is his CFO?

3 A His name is Joe.

4 Q Joe.

5 What is the last name?

6 A I don't know.

7 Q Do you know, does Joe do any work for
8 your husband --

9 A No, he works for the company.

10 Q Exclusively?

11 A Uh-huh.

12 Q Are you aware of any accountants that do
13 work for your husband?

14 A Yes. Ed Wilson.

15 Q Ed Wilson?

16 A Yeah. That's the accountant.

17 Q Okay. Is Ed Wilson your accountant, as
18 well?

19 A I think so, but I don't really know
20 because -- yes, I would assume he is, yes.

21 Q Okay. Are you aware of anybody else?

22 A No.

23 MR. COFFING: How are we doing? I
24 mean, it's 1:00. I don't know if you have six
25 hours or 30 minutes left.

EXHIBIT 8

Part B

EXHIBIT 8

Part B

1 A I have no idea.

2 Q Okay. About halfway down the page, do
3 you see your name after a wire out --

4 A I do.

5 Q -- for \$750,000?

6 A I do.

7 Q Do you know why you were receiving this
8 wire?

9 A I have no recollection.

10 Q Do you believe it was part of the
11 post-marital agreement or living expenses?

12 A I literally don't remember, so ...

13 Q Do you have any idea where this money
14 was transferred to?

15 A I literally do not remember this, so you
16 can ask it a different way, but I don't remember.

17 (Exhibit No. 4 was marked.)

18 BY MR. EDWARDS:

19 Q Ma'am, I'm showing you what's been
20 marked as Exhibit 4.

21 Do you recognize this document?

22 A No.

23 Q This also appears to be another Bank of
24 Nevada account in your husband's name; is that
25 right?

1 A I have never seen this. Is this the
2 same account? It's the same account.

3 Q Okay. Again about halfway down the
4 page, do you see a wire out to you for \$440,000?

5 A I do.

6 Q Do you know why you were receiving this?

7 A No, I don't recall.

8 Q Do you have any idea where this money
9 was wired to?

10 A No, I don't recall.

11 Q And you don't remember the purpose?

12 A No.

13 Q Are there documents you could refer to
14 that would refresh your recollection as to why you
15 were receiving this money or where it was sent?

16 A Ask the question again, please.

17 Q Are there documents you could refer to
18 to refresh your recollection as to why you were
19 receiving the money and where it was sent?

20 A Other than my checkbook, no.

21 Q Okay.

22 A I mean, obviously I could go back and
23 look at my checkbook, the register, but other than
24 that, no.

25 Q To see -- of those three different

1 accounts, to see where the money was transferred
2 to?

3 MR. COFFING: Answer his question.
4 I'm sorry.

5 THE WITNESS: What's the question?

6 BY MR. EDWARDS:

7 Q Well, you said you -- I think you would
8 look at your --

9 A I mean, I could if I had to, yeah.

10 Q And you would look at those three
11 different accounts that we talked about?

12 A Uh-huh.

13 Q No other accounts that this money could
14 have been transferred to?

15 A No.

16 Q Okay. Could you please just state and
17 spell your name for the record.

18 A Rhonda, R-H-O-N-D-A, middle name Helene,
19 H-E-L-E-N-E, last name Mona, M-O-N-A.

20 Q Have you ever had your deposition taken
21 before?

22 A Yes.

23 Q Have you ever had a judgment debtor
24 examination taken before?

25 A I'm pretty sure, I think. It was either

1 a deposition or a judgment debtor exam.

2 Q And do you remember how many times
3 you've had either your deposition or a judgment
4 debtor examination taken?

5 A A couple, two or three.

6 Q Okay. Recently?

7 A The last one was with Al Lissoy a few
8 years ago before this -- before the judgment.

9 Q Oh, I see. It was part of the
10 underlying case?

11 A Uh-huh.

12 Q Okay. Well, I just want to go over some
13 of the ground rules I'm sure you've heard before,
14 some that we've already discussed. But because
15 the court reporter is taking down everything we
16 say, we need to work hard to speak clearly so she
17 catches everything.

18 Like I mentioned before, if you can wait
19 for me to finish asking my question, I would
20 appreciate it. And I will do my best -- and
21 please remind me if I don't do it -- to wait until
22 you're done answering before I start asking my
23 next question, because she can only record one of
24 us at a time.

25 Again, no -- no "uh-huh" or "huh-uh,"

1 because it's not picked up very clear on the
2 transcript. The same with if you can avoid
3 nodding your head, I would appreciate it.

4 You understand that the oath that you
5 took at the beginning of this deposition is the
6 same oath you would take in a court of law; right?

7 A Yes.

8 Q And that oath carries with it the same
9 penalty of perjury as it would if you were in a
10 court of law.

11 A Yes.

12 Q Okay. Regarding the questions I ask, I
13 expect that your answers will be full and
14 accurate; is that fair?

15 A Yes.

16 Q And if you don't understand a question,
17 you understand you can ask me to rephrase it or
18 repeat it; right?

19 A Yes.

20 Q But if you answer my question, I'm going
21 to assume that you understood my question. Is
22 that fair?

23 A Fair.

24 Q When the examination is complete, the
25 court reporter will type up everything we've said

1 into a booklet, and you'll have an opportunity to
2 review it if you would like to make any
3 corrections and sign it to verify that it's
4 accurate.

5 Do you understand that?

6 A Yes.

7 Q And to the extent that you make any
8 changes at a future proceeding, I can comment
9 about those changes.

10 Do you understand that?

11 A Yes.

12 Q If you need a break at any point, please
13 let us know. This is not an endurance contest. I
14 do want to make sure that we finish everything up
15 today, because I don't want to waste any of your
16 time, but don't hesitate to let me know if you
17 need a break, go to the restroom, get a drink,
18 anything.

19 A Okay.

20 Q Any illnesses or substances, medications
21 that you may be on today that could affect your
22 ability to testify?

23 A No.

24 Q Any reason you can't answer my questions
25 fully and accurately?

1 A No.

2 Q Okay. And I'm going to try to save some
3 time, and I hope this works, but when I'm talking
4 about your assets, if I say "you" or "your
5 assets," I guess with the permission of your
6 counsel, I hope we can understand that that means
7 you individually, your husband individually, you
8 as a -- as a community property estate, the Mona
9 Family Trust, or any entity in which you, your
10 husband, or the trust holds an interest.

11 I can break it down into individual
12 questions if you want, but, gosh, that's going to
13 take a long time. And we can always drill down or
14 you can clarify your answers if necessary, but I
15 was hoping to start with that ground rule to speed
16 up the process.

17 MR. COFFING: The only caveat to
18 that, what is or is not community property calls
19 for a legal conclusion. So I hate to put the
20 burden on her to say this is community and this is
21 not. So to the extent that you know about an
22 asset with those qualifications, you can answer.

23 THE WITNESS: What is the community
24 and what is --

25 MR. COFFING: You don't need to worry

1 about how it's characterized. That's an argument
2 for a later date.

3 BY MR. EDWARDS:

4 Q Right. And my intent was, I'm asking
5 about your individual property, your community
6 property. So regardless of how the law may look
7 at it, I'm asking a broad question. And we can
8 drill down later, but I was hoping that it might
9 save us this time.

10 Is that fair?

11 A Yes.

12 (Exhibit No. 5 was marked.)

13 BY MR. EDWARDS:

14 Q Okay. I'm showing you what's been
15 marked as Exhibit 5.

16 Have you seen this document before?

17 A No.

18 Q Okay. Feel free to take a moment to
19 review, but this is the judgment that Far West
20 Industries, my client, has against Mr. Mona and
21 the Mona Family Trust.

22 Were you aware of this judgment?

23 A I'm aware of it. I've never seen it.

24 Q Okay. Have you made any effort to pay
25 any portion of this judgment?

1 A Have I personally?

2 Q Correct.

3 A No.

4 Q Are you aware if the trust has made any
5 effort to pay any portion of this judgment?

6 A Well, I know we've been trying to.

7 MR. COFFING: He's not talking about
8 settlement discussions.

9 Has any money from the trust been
10 paid? Is that a fair characterization?

11 MR. EDWARDS: Yes.

12 MR. COFFING: Has any money from the
13 trust gone to pay this, that you're aware of?

14 THE WITNESS: That I'm aware of, no.
15 But I wouldn't be involved in anything like that.

16 BY MR. EDWARDS:

17 Q Why is that?

18 A Because I don't do any of that.

19 Q And you don't handle any of the
20 finances?

21 A None.

22 Q Okay. And when you say you don't handle
23 the finances, explain to me what that means.

24 A I pay my house bills, and that's all I
25 do.

1 Q Okay. And you're saying your husband
2 does everything else?

3 A Everything.

4 Q Okay. Are you aware of any efforts made
5 by your husband to pay this judgment?

6 A I'm not aware of.

7 Q Are you aware of any plans to pay this
8 judgment in the future? And I'm not talking about
9 entitlement.

10 MR. COFFING: Well, I just want to --
11 you know, because you've got a writ of garnishment
12 ongoing, which is paying the judgment. I don't
13 know if she's aware of that or not.

14 THE WITNESS: I don't even know that.
15 BY MR. EDWARDS:

16 Q Okay. And if the answer is "I don't
17 know," that's fine. But my question is, are you
18 aware of any plans to pay this judgment?

19 A I'm not aware of anything.

20 Q Okay. And just to make sure I
21 understand.

22 You're not aware of any plans to pay
23 this judgment, Exhibit 5?

24 MR. COFFING: Go ahead.

25 THE WITNESS: Am I aware of anything?

1 No. I'm not -- am I aware? The answer is no.

2 MR. EDWARDS: Thank you.

3 (Exhibit No. 6 was marked.)

4 BY MR. EDWARDS:

5 Q Just as a warning, at the end of the
6 deposition, the court reporter is going to need to
7 take all of those with her, all of those exhibits.
8 Okay? But your counsel will have a copy, so --

9 MR. COFFING: Yeah, I've got copies.

10 BY MR. EDWARDS:

11 Q Ma'am, I'm showing you what's been
12 marked as Exhibit 6.

13 Do you recognize this document?

14 A No.

15 Q You've never seen this document before?

16 A No.

17 Q I'll represent to you that this is an
18 order for you to show up today, although the date
19 has been changed to accommodate you and your
20 counsel.

21 If you'd turn to page four of Exhibit 6,
22 you'll see some definitions and then a list
23 continuing on the rest of the document of items to
24 be produced.

25 You've never seen this list before?

1 MR. COFFING: Page four is
2 definitions.

3 MR. EDWARDS: Yeah, and continuing on
4 to the next page --

5 MR. COFFING: Oh, yeah. I'm sorry.
6 I didn't hear you say that.

7 THE WITNESS: No.

8 BY MR. EDWARDS:

9 Q You have never seen this list before?

10 A No.

11 Q Did you make any efforts to gather any
12 documents in response to this order?

13 A Me personally? No, but --

14 MR. COFFING: You can answer.

15 (Exhibit No. 7 was marked.)

16 BY MR. EDWARDS:

17 Q I'm showing you what's been marked as
18 Exhibit 7.

19 Have you ever seen this document before?

20 A Yes.

21 Q What is it?

22 A I read it in an e-mail yesterday.

23 Q Okay. And I'll represent to you this is
24 a letter I received from your attorney responding
25 to that list of documents requested in Exhibit

1 No. 6, the order to be here today. So I just want
2 to walk through it to make sure that we agree with
3 all of the statements that are made in this
4 letter. Is that okay?

5 A Yes.

6 Q On the first page, under response as it
7 relates to request No. 1, the letter reads, "The
8 only asset in the trust is the Red Arrow
9 residence."

10 Do you see that?

11 A I do.

12 Q Is that an accurate statement?

13 A I'm reading it as you are. I mean, I --
14 I think so. I really never read a copy of the
15 trust, I don't think.

16 Q You believe that's accurate?

17 A Yes.

18 Q Okay. And when this letter refers to
19 "the trust," you understand it's referring to the
20 Mona Family Trust?

21 A Yes.

22 Q And the Red Arrow residence, what is
23 that?

24 A It's my home.

25 Q Okay. And what's the address?

1 A 2793 Red Arrow drive.

2 Q No unit number; correct?

3 A No.

4 Q How long have you owned that residence?

5 A Twelve years.

6 Q Has the residence always been in the
7 name of the trust?

8 A I don't know.

9 Q But your understanding is --

10 A I'm pretty sure.

11 Q -- that it's always been in the name of
12 the trust?

13 A I'm pretty sure, but I -- yeah.

14 Q Okay. To your knowledge, does the trust
15 have any interest in any businesses?

16 A No.

17 Q Does the trust have any cash?

18 A You understand, I really don't know
19 about the trust. I mean, I've never read it, so
20 I'm -- but I read this, and it says the only thing
21 in the trust is the Red Arrow house, so I'm going
22 to believe that.

23 Q Okay. Other than reading it here, do
24 you have any basis to understand what assets are
25 in the trust?

1 A No.

2 Q You were a trustee of the trust?

3 A Yes.

4 Q But I understand today you are not a
5 trustee of the trust?

6 A Correct.

7 Q Okay. When did you cease being a
8 trustee of the trust?

9 A Last week.

10 Q Why did you cease being a trustee of the
11 trust?

12 A Because I --

13 MR. COFFING: Hang on. If that's a
14 conversation you had with your husband, I instruct
15 you -- husband or counsel, I would instruct you
16 not to answer.

17 THE WITNESS: Correct.

18 BY MR. EDWARDS:

19 Q Do you know why you ceased to be a
20 trustee for the trust?

21 A No.

22 MR. COFFING: Well, can we make it
23 clear, outside of that limitation, do you know? I
24 don't want to put words in your mouth, but -- she
25 just said no, but I'm not sure that's what you're

1 trying to convey.

2 Other than conversations with
3 counsel --

4 THE WITNESS: Correct. Right.

5 MR. COFFING: -- counsel or your
6 husband, you don't know?

7 THE WITNESS: Correct.

8 MR. COFFING: I don't mean to put
9 words in your mouth, but I want to make sure
10 that's clear.

11 MR. EDWARDS: I appreciate the
12 clarification.

13 BY MR. EDWARDS:

14 Q So if I understand right, you do have an
15 understanding of why you're no longer a trustee to
16 the trust, but your understanding is based solely
17 upon a conversation with your husband and/or
18 counsel?

19 A Correct.

20 Q Are you aware of any assets in the
21 trust, other than the residence, at any point in
22 time in the future -- or, I'm sorry, in the past?

23 A No.

24 Q So you have never had a basis of
25 knowledge about any assets of the trust?

1 A No.

2 Q The next sentence on Exhibit 7 says,
3 "And it carries approximately 2.2 million in
4 debt."

5 Do you see that?

6 A Correct.

7 Q I guess when it's referring to "it," I'm
8 assuming it's talking about your Red Arrow
9 residence.

10 A Correct.

11 Q Is it your understanding that the Red
12 Arrow residence carries approximately \$2.2 million
13 in debt?

14 A Yes.

15 Q What is that \$2.2 million in debt
16 comprised of?

17 A I have no idea.

18 Q You have no idea whatsoever?

19 A No.

20 Q Is it a mortgage associated with the
21 house -- with the property?

22 A Yes.

23 Q Okay. Who pays the mortgage?

24 A It gets paid out of the office.

25 Q Okay. And what does that mean?

1 A It means his assistant from his office
2 pays it. I don't know where it gets paid from.
3 It's not one of the bills that I take care of the
4 house with. I pay utilities, that stuff.

5 Q Okay. So the mortgage is paid through
6 the office.

7 Do you know -- and the office what?

8 A My husband's office?

9 Q Yes.

10 Is it your husband's personal office, or
11 is it associated with a business?

12 A His business office, yes.

13 Q Okay. What business?

14 A CannaVest.

15 Q Can you spell that?

16 MR. COFFING: C-A-N-N-A-V-E-S-T.

17 It's a capital V, I think, too.

18 THE WITNESS: Uh-huh.

19 BY MR. EDWARDS:

20 Q Okay. And you believe your husband's
21 assistant at the CannaVest office pays the
22 mortgage?

23 A Correct.

24 Q Who is your husband's assistant at the
25 office?

1 A Kathleen.

2 Q Do you know Kathleen's last name?

3 A Kelleher.

4 Q Can you spell that for me?

5 A No.

6 Q So you are aware that there is a
7 mortgage against the property?

8 A Yes.

9 Q Okay. Are you aware of what other kind
10 of debt may be associated with the Red Arrow
11 residence?

12 A No. There was a second mortgage, but
13 that was paid.

14 Q Do you know the balance of the mortgage?

15 A No.

16 Q Approximately?

17 A No.

18 Q Not even approximately?

19 A Well, this says 2.2. I mean, I don't
20 know.

21 Q So that's your best guess, is
22 2.2 million?

23 A That would be my best guess, is it says
24 that, but I don't know.

25 Q If you could turn to page three, please,

1 of Exhibit 7. In response to question No. 9, do
2 you see the sentence that says, "The trust does
3 not own or lease any automobiles, trucks,
4 trailers, and/or other vehicles"?

5 A Yes.

6 Q And to your knowledge, is that a correct
7 statement?

8 A To my knowledge.

9 Q But you're not sure whether the trust
10 holds any other assets?

11 A I'm reading that it doesn't.

12 Q And for that reason, you believe it's
13 accurate?

14 A Correct.

15 Q Do you have any other reason to believe
16 it's accurate --

17 A No.

18 Q -- other than reading it today?

19 A No.

20 Q How did you get here today?

21 A I drove.

22 Q Okay. What did you drive?

23 A My husband's car.

24 Q Okay. How did your husband -- did your
25 husband go to work today?

1 A He's in Germany.

2 Q Okay. You have one vehicle between the
3 two of you?

4 A No.

5 Q Okay. What other vehicles do you have?

6 A I have my car.

7 Q Okay.

8 A I have a Jaguar. It's in San Diego.

9 Q Okay. I love Jaguars.
10 What kind?

11 A A white one.

12 Q Do you know the model?

13 A It's a white convertible, two doors.

14 Q Okay. So does that make it an XK?

15 A It could be.

16 Q I'm shopping, so --

17 A It could be. I don't know. I know it's
18 white and cute.

19 Q Okay. What year is it?

20 A I got it a year ago.

21 Q Okay. Did you purchase it or lease it?

22 A I purchased it.

23 Q Okay. Purchased it with -- did you take
24 out a loan for it?

25 A I don't think so.

1 Q You believe you paid all cash for it?

2 A My husband took care of it, so I really
3 don't know.

4 Q So your husband bought you a car?

5 A I don't know. He took care of the
6 financing.

7 Q Okay. You're not exactly sure where
8 money came from?

9 A Exactly.

10 Q But you believe it was paid for in cash?

11 A I think so.

12 Q And you bought it new?

13 A No. I think it was -- I can't remember
14 if it was slightly used or new.

15 Q But close to new.

16 Do you know what year it is, by chance?

17 A 2014, probably.

18 Q And you said it's in San Diego?

19 A Uh-huh.

20 Q Has it always been in San Diego?

21 A I purchased it here, and then --

22 Q And then drove it to San Diego?

23 A I drive it back and forth. It's my
24 own -- it's my car.

25 Q Understood.

1 A Yeah.

2 Q So I guess last time you went to San
3 Diego, you flew back -- you drove there and flew
4 back?

5 A I do it so often, I don't remember what
6 is what. I just -- I can't remember if I flew in.
7 When did I get here? When did I get here? I got
8 here for Mom's surgery. Oh, I drove. I drove. I
9 drove Michael's car.

10 Q You drove -- okay. So you drove the
11 Jaguar there and Michael's car back?

12 A Yeah. We switch around all the time.
13 Yeah.

14 Q And where is that car stored?

15 A Which car?

16 Q The Jaguar.

17 A It's in San Diego.

18 Q Okay. Is it at the --

19 A It's in my son's parking spot right now.

20 Q Okay. At the condo we spoke about
21 earlier on what was -- what was the street name?

22 A Island Avenue.

23 Q Ireland Avenue?

24 A Island Avenue.

25 Q Okay. Is that a -- is that a gated

1 parking spot? Is it something --

2 A Uh-huh.

3 Q Yeah?

4 A Uh-huh.

5 Q Okay. Any other vehicles that you or
6 your husband have?

7 A No.

8 Q Do you own any boats?

9 A I don't know. Well, do I? I don't know
10 who does.

11 Q Again, I'm trying to use "you" in that
12 broad sense, so, you know, you, your husband, the
13 trust --

14 A Oh, no. I think I sold it a while ago,
15 a ski boat.

16 Q A ski boat?

17 A Yeah. I sold it. I did.

18 Q When did you sell it?

19 A I don't know. A few years ago.

20 Q What kind of boat?

21 A It was an old ski boat.

22 Q Is that something -- when you say a ski
23 boat, you mean you tow a water skier behind you?

24 A Yes.

25 Q Okay. Do you know what year the boat

1 was?

2 A It was ancient, so I really don't.

3 Q And who technically owned the boat, to
4 the best of your recollection?

5 A I did.

6 Q You owned it individually?

7 A Uh-huh.

8 Q Okay. Any other boats that you --

9 A No.

10 Q -- your husband, the trust, any entities
11 that you guys have an interest in, hold?

12 A No.

13 Q And you said you sold it a few years
14 ago.

15 A Uh-huh.

16 Q You've got to guess for me, is that
17 sometime prior to 2010?

18 A Probably about four years ago, maybe.
19 Four or five years ago.

20 Q So maybe 2011, somewhere in that range?

21 A Somewhere in there.

22 MR. COFFING: Tom, we're almost at an
23 hour.

24 Can we take a quick break?

25 MR. EDWARDS: Absolutely.

1 (Whereupon, a recess was taken.)

2 BY MR. EDWARDS:

3 Q On the break, did you speak with your
4 attorney?

5 A Yes.

6 Q About what?

7 A I don't need to answer that, do I?

8 MR. COFFING: Yeah, you can talk --
9 you can say we talked generally about your
10 testimony.

11 THE WITNESS: There you go.

12 BY MR. EDWARDS:

13 Q Okay. What do you recall discussing?

14 MR. COFFING: Well, we're not going
15 to get into specifics.

16 THE WITNESS: Isn't that
17 attorney-client privilege?

18 MR. COFFING: Yeah, hang on. There's
19 a case out there now that is subject to some
20 interpretation, but I'll instruct her not to
21 answer.

22 BY MR. EDWARDS:

23 Q Okay. Does your husband owe you any
24 money?

25 A I don't know.

1 Q You don't think -- I mean, are you aware
2 of him owing you any money?

3 A I always feel like he owes me money. I
4 don't know.

5 Q Okay. Has your -- do you know if your
6 husband has ever owed you money in the past?

7 A Over 32 years? I'm sure he has. I
8 don't -- I don't know.

9 Q You know, like 20 bucks here or there
10 because he borrowed it from your wallet, or are we
11 talking about something more substantial?

12 A I don't know.

13 Q You don't recall any circumstance where
14 your husband owed you money? I'm sorry? One more
15 time?

16 A Doesn't he owe me half of everything?
17 Isn't it community property?

18 Q That's a fair statement.

19 So aside from community property --

20 A I don't think he's ever owed me money.
21 I don't know. To the best of my knowledge, no.

22 Q Okay.

23 A I don't know.

24 MR. COFFING: That's fine.

25

1 BY MR. EDWARDS:

2 Q You don't own an RV?

3 A No.

4 Q Any off-road vehicles?

5 A No.

6 Q Any Sea-Doos? Water skis?

7 A No.

8 Q Have you ever owned any of those?

9 A Fifteen years ago.

10 Q Okay. And what happened -- what did you
11 own?

12 A I owned four-wheelers and snowmobiles.

13 Q Okay. And what happened to those?

14 A Lost them in a bankruptcy. I don't
15 know. Sold them. I don't remember.

16 Q If you could -- going back to Exhibit 7,
17 turn to page four, please.

18 A Page what?

19 Q Four. It's marked up in the top left.

20 Are you there?

21 A Uh-huh.

22 Q Okay. And you'll see request No. 13,
23 it's asking for documents relating to tangible or
24 intangible property. It talks about furnishings,
25 furniture, musical instruments.

1 Do you see that language?

2 A Yes.

3 Q And below that, do you see the response,
4 "The trust does not hold any interest in any
5 tangible or intangible property"? Do you see
6 that?

7 A Yes.

8 Q To the best of your knowledge, is that
9 an accurate statement?

10 A Yes.

11 Q Okay. Well, who owns the furnishings in
12 your home?

13 A I don't -- I assume I do, but --

14 MR. COFFING: Yeah, if I -- if I may,
15 Tom, we drafted this. I guess I'll talk to Tye,
16 but I'm assuming we weren't taking about
17 furniture, I guess. So maybe if that needs to be
18 corrected, we can do that, but -- I mean, I didn't
19 get down to who owns the couch. That was not, I
20 think, the intent of this, but she can answer.

21 You can answer questions.

22 I guess if it's furniture in the
23 house and the trust owns the house, we didn't
24 parse it like that, and maybe we should have. I
25 don't know if that's what you're looking at.

1 MR. EDWARDS: Yeah, I would like to
2 clarify that just so I can figure out, where I
3 guess title to the -- the personal property inside
4 the house belongs.

5 MR. COFFING: Okay. Go ahead.

6 BY MR. EDWARDS:

7 Q So do you know who owns the furnishings
8 inside your house?

9 A I thought you had clarified that we
10 weren't getting into the nitty-gritties of who
11 owns it, me, Michael, the trust.

12 Q Well, you're right. For my broad
13 questions, you're absolutely right, and I
14 appreciate that. But there are occasions where
15 we're going to drill down and figure out who
16 actually owns what.

17 A I have no idea. My house owns them. I
18 don't know. I mean, they have been in there
19 forever.

20 Q Okay. Have you in the past four years
21 sold any personal property inside your house?

22 A No.

23 Q Have you in the past four years
24 otherwise transferred any personal property within
25 your house to somebody else?

1 A No.

2 Q Same page on Exhibit 7, down towards the
3 bottom, Response No. 15, you see the statement
4 that says "No person or entity loaned the trust
5 any moneys and nothing was financed on behalf of
6 the trust"?

7 Do you see that?

8 A I see that, yes.

9 Q To your knowledge, is that an accurate
10 statement?

11 A To my knowledge, yes.

12 Q Okay. So the trust has never borrowed
13 money from anybody?

14 A To my knowledge, no.

15 Q And --

16 MR. COFFING: Well, other than the
17 mortgages we talked about earlier that encumber
18 the property? I mean, that's the -- that's a fine
19 line there.

20 MR. EDWARDS: And I guess, Terry, as
21 I understood the response, you're saying the trust
22 owns the property, but is not a borrower on any
23 document.

24 MR. COFFING: And, again, I'll --

25 THE WITNESS: Well, the Bank of

1 Nevada owns the house, in reality.

2 MR. COFFING: There's a -- I haven't
3 looked at the loan documents for the mortgage, but
4 I would imagine that the trust is named along with
5 individuals, so maybe that needs to be changed.
6 I'll find out if that's a concern.

7 MR. EDWARDS: I appreciate that.
8 Yeah, I would like to know.

9 MR. COFFING: Okay. I will look
10 at -- I mean, they're recorded notes, you're well
11 aware of that. I didn't see any applications,
12 though, so I don't know how those applications
13 came out.

14 BY MR. EDWARDS:

15 Q So to your knowledge, the trust has
16 never borrowed any money; correct?

17 A Well, we borrowed money to buy the
18 house.

19 Q Okay.

20 A And still owe it.

21 Q Okay. Other than borrowing money to
22 purchase the house, are you aware of the trust
23 borrowing money?

24 A I'm not aware, no.

25 Q Are you aware of the trust loaning

1 anybody money?

2 A I'm not aware of that.

3 Q Turn to the next page, please, page five
4 of Exhibit 7. And the response to No. 17, it says
5 "There are no policies of insurance issued in the
6 name of the trust."

7 Do you handle anything related to
8 insurance in your family?

9 A No. Health insurance.

10 MR. COFFING: And, again, Tom, I'll
11 check the homeowner policy, because they would
12 probably -- loss payees, I would imagine, with the
13 bank.

14 MR. EDWARDS: Yeah, that's what I
15 was --

16 MR. COFFING: Yeah, I can -- I can
17 check on that, and I apologize for that.

18 BY MR. EDWARDS:

19 Q Other than -- did I hear you say that
20 other than the health insurance policy, you don't
21 handle insurance as it relates to your family?

22 A No.

23 Q Are you aware of any other insurance
24 policies?

25 A No.

1 Q And I'm using -- that's a broad question
2 as it relates to the trust.

3 As it relates to you, your husband, are
4 you aware of --

5 A I mean, I would assume we have home
6 insurance, I mean, you know.

7 Q Okay. Any other policies you can think
8 of?

9 A No.

10 Q I just want to make sure we speak up
11 loud enough so the court reporter can pick it up.

12 Page six, please, of Exhibit 7. Down at
13 the bottom, very last response, it says "The Red
14 Arrow property is the only asset in the trust, and
15 the trust is not responsible for payment of the
16 note or the regularly occurring bills on the
17 property."

18 Do you see that?

19 A Yes.

20 MR. COFFING: I'm sorry. Which one
21 are you? 24?

22 MR. EDWARDS: Are you there, Terry?

23 MR. COFFING: Yes.

24 BY MR. EDWARDS:

25 Q To your knowledge, who is responsible to

1 pay the note on the --

2 A Well, like I said, it's paid out of his
3 office.

4 Q Okay. You're not quite sure what
5 account that comes out of?

6 A I'm not sure.

7 Q And the sentence also refers to
8 regularly occurring bills on the property.

9 Do you see that?

10 A Yes.

11 Q And if I understand your prior
12 testimony, those regularly occurring bills come
13 out of your Bank of Nevada account; right?

14 A Correct.

15 Q Just to flesh that out a little bit,
16 what regularly occurring bills do you pay out of
17 the Bank of Nevada account?

18 A Water, sewer, electricity.

19 Q Cable?

20 A Cable, DirecTV, all of those.

21 Q Okay. Any debts that you're servicing
22 out of that account?

23 A What do you mean?

24 Q Meaning you or somebody owes somebody
25 else money -- like a mortgage, for example -- and

1 you pay a monthly amount to pay down the debt.

2 A No.

3 Q So these are simply the monthly
4 recurring bills? You're not paying off any debt?
5 You're not making investments out of the Bank of
6 Nevada account?

7 A Correct.

8 Q If you could turn to page seven of
9 Exhibit 7, under No. 25, it says "The trust does
10 not have any retirement accounts, pension plans,
11 profit-sharing plans, or SEP accounts or the like
12 associated with it."

13 Do you see that?

14 A Yes.

15 Q Do you personally have any retirement
16 accounts, pension plans, profit-sharing plans, or
17 other similar accounts?

18 A No.

19 Q Do you know if your husband does?

20 A I have no idea.

21 Q Do you have plans for retirement?

22 A I'm retired.

23 Q Do you have plans on how to fund your
24 retirement?

25 A No.

1 Q Next response down, No. 26, it says "The
2 trust has not sold, assigned, transferred, or
3 conveyed any tangible or intangible property."

4 Do you see that?

5 A Uh-huh, yes.

6 Q To the best of your knowledge, is that
7 an accurate statement?

8 A To the best of my knowledge, yes.

9 Q Okay. But you're not sure one way or
10 the other?

11 A I don't even know if I understand the
12 question. Wait, the trust has not sold,
13 assigned -- best of my knowledge, that's correct.

14 Q No. 27, the response to that says "The
15 trust is not associated with any other trust."

16 A Correct.

17 Q Do you see that? Is that an accurate
18 statement?

19 A Yes. To the best of my knowledge, yes.

20 Q Okay. Do you have an association with
21 any other trust?

22 A No.

23 Q Do you know if your husband has an
24 association with any other trust?

25 A I have no idea what my husband has an

1 association with.

2 Q Do you know if your children have an
3 association with any other trust?

4 A I don't know. Yes, my children have a
5 trust.

6 Q Okay. What's the name of that trust?

7 A Mik-Nik or Nik-Mik, one of those.

8 MR. COFFING: M-I-K-N-I-K.

9 MR. EDWARDS: With a dash in between.

10 BY MR. EDWARDS:

11 Q What's the purpose of the Mik-Nik trust?

12 A I honestly don't know what's in there or
13 what it pays. I don't have any association with
14 it.

15 Q You don't have any interest in that
16 trust?

17 A What do you mean by "interest"? I care
18 about my children, but I have never had anything
19 to do with it.

20 Q Okay. Are you a trustee of that trust?

21 A I don't know.

22 Q Are you a beneficiary of that trust?

23 A I don't think so.

24 Q You have no idea what assets may be in
25 that trust?

1 A I have no idea.

2 Q Who would know?

3 A My husband.

4 Q Okay. Anybody else?

5 A Possibly my son. Probably my son.

6 Q Would your daughter know what was in the
7 trust?

8 A I don't think so, no.

9 Q Anybody else that you can think of that
10 would know what's inside of that trust?

11 A No.

12 Q And I take it your son and your husband
13 would also know the details associated with how
14 that trust was formed and why?

15 MR. COFFING: To the extent it calls
16 for speculation as to what they know, I would
17 interpose an objection, but -- she doesn't know.

18 THE WITNESS: What was the question?

19 BY MR. EDWARDS:

20 Q The people that would know why the trust
21 was formed would be your husband and your son;
22 correct?

23 A My husband would know.

24 MR. COFFING: Some attorney probably
25 drafted it, but --

1 THE WITNESS: Right.

2 BY MR. EDWARDS:

3 Q And in preparation for this judgment
4 debtor exam, did you do anything to prepare?

5 A No.

6 Q Did you meet with your --

7 MR. COFFING: You met with counsel.

8 THE WITNESS: Well, yeah, I met with
9 counsel.

10 MR. COFFING: She obviously doesn't
11 remember much of it, but --

12 THE WITNESS: I'm sorry.

13 MR. COFFING: That's all right.

14 BY MR. EDWARDS:

15 Q Did you review any materials in
16 preparation for the judgment debtor examination?

17 MR. COFFING: Tell him, yeah.

18 THE WITNESS: Well, yes.

19 BY MR. EDWARDS:

20 Q Okay. What did you review?

21 A What did I review? That's how good my
22 memory is.

23 MR. COFFING: I'm just going to show
24 her, because --

25 THE WITNESS: Yeah, (indicating).

1 BY MR. EDWARDS:

2 Q You reviewed Exhibit 1, which is the
3 post-marital agreement; right?

4 A Uh-huh.

5 Q All right. What else did you review?

6 A Was that it?

7 MR. COFFING: You have to answer. I
8 can't answer.

9 THE WITNESS: I can't remember.
10 Okay. Oh, and -- and the -- this that I'm looking
11 at.

12 BY MR. EDWARDS:

13 Q The letter, Exhibit 7?

14 A Yes.

15 Q Okay. Any other documents that you can
16 recall reviewing?

17 A I don't recall any others.

18 Q Did you discuss your judgment debtor
19 examination with anybody, other than counsel?

20 A No.

21 Q Did you discuss it with your son?

22 A No.

23 Q Did you discuss it with any friends?

24 A No.

25 Q Where do you live?

1 A At 2793 Red Arrow.

2 Q Do you have any other addresses?

3 A Well, yes. I -- I live somewhat in San
4 Diego.

5 Q Okay. What address do you live in San
6 Diego?

7 A 877 Island Avenue.

8 Q And in what unit number?

9 A 1101.

10 Q So that's different than your son's
11 unit?

12 A Correct.

13 Q But the same building?

14 A Correct.

15 Q Do you rent or own the property here in
16 Las Vegas?

17 A Well, the trust owns the one here in
18 Las Vegas.

19 Q Okay. What about the property in San
20 Diego?

21 A It's rented.

22 Q Rented.

23 Rented from whom?

24 A I don't know.

25 Q Do you pay rent?

1 A I would -- I don't know. My husband
2 handles it.

3 Q Okay. What's your phone number?

4 A My cell?

5 Q If you can start with your home number
6 at Red Arrow.

7 A (702) 242-6662.

8 Q Okay. And then your phone number in San
9 Diego?

10 A I haven't got a clue.

11 Q And could you give me your cell phone
12 number, as well?

13 A 702 --

14 MR. COFFING: These will be kept
15 private, obviously?

16 MR. EDWARDS: Of course.

17 THE WITNESS: (702) 355-2223.

18 MR. COFFING: And, Tom, can I ask
19 that that includes your client. I think

20 Mr. Lissoy has Mike's cell phone number, but --

21 THE WITNESS: Oh, you can't give
22 him --

23 MR. COFFING: To the extent he --
24 Mr. Lissoy doesn't need to know her phone number;
25 is that fair? I don't want to get any phone

1 calls, is what I'm saying.

2 MR. EDWARDS: How about I will advise
3 my client not to call the phone numbers.

4 MR. COFFING: Fair enough.

5 MR. EDWARDS: Is that fine?

6 MR. COFFING: Yeah, that's fine.

7 BY MR. EDWARDS:

8 Q And are you married; correct?

9 A Correct.

10 Q To whom?

11 A Michael Mona.

12 Q Junior; right?

13 A Junior.

14 Q And you've been married for 32 years?

15 A Correct.

16 Q What's your spouse's occupation?

17 A He is CEO of CannaVest.

18 Q Does he do anything else for a living?

19 A No.

20 Q Is he the CEO of CannaVest full time?

21 A Yes.

22 Q When did he -- when was CannaVest his
23 full-time employer?

24 A A few years ago.

25 Q Can you give me an estimate?

1 MR. COFFING: No, that's all right,
2 if you know --

3 THE WITNESS: Three -- I know about
4 three years ago.

5 BY MR. EDWARDS:

6 Q And before that, what was your husband's
7 occupation?

8 A He was a -- what do you call that when
9 you -- MJM -- MJ&A, whatever it's called, yeah.

10 Q And what was he doing with MJ&A?

11 A He was, you know, giving them advice and
12 stuff.

13 Q Consulting?

14 A Thank you. That's the word.

15 Q Where is your husband currently
16 employed? I mean --

17 A Employed?

18 Q I'm talking about locally, actually. I
19 know he's employed at CannaVest, but where? Here
20 in Las Vegas?

21 A Oh, here in Las Vegas.

22 Q Does he spend most of his time here in
23 Las Vegas?

24 A It's split.

25 Q Split between where?

1 A Here and San Diego.

2 Q Okay. And if you had to put a
3 percentage on it, can you estimate for me?

4 A 50/50.

5 Q Okay. Is that the same for you, as
6 well, you spend about 50/50 of your time here and
7 in San Diego?

8 A I spend more of my time here.

9 Q Okay. And why is that?

10 A Because this is my home.

11 Q So you're probably 60/40, Las Vegas to
12 San Diego?

13 A It differs all of the time. 70/30
14 sometimes.

15 Q Okay. We spoke briefly about your
16 children.

17 You have two children; right?

18 A Correct.

19 Q One Michael Mona, III?

20 A Correct.

21 Q He's 29?

22 A Correct.

23 Q And your other child?

24 A Nicole.

25 Q Okay. And how old is Nicole?

EXHIBIT 8

Part A

EXHIBIT 8

Part A

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DISTRICT COURT

CLARK COUNTY, NEVADA

* * * * *

FAR WEST INDUSTRIES, a
California corporation,

Plaintiff,

vs.

Case No. A-12-670352-F

Dept. No. XV

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.

DEPOSITION OF

RHONDA MONA

Las Vegas, Nevada

June 26, 2015

10:31 a.m.

Reported by: Heidi K. Konsten, RPR, CCR
Nevada CCR No. 845 - NCRA RPR No. 816435
JOB NO. 252983

1 Deposition of RHONDA MONA, Volume 1,
2 taken at 400 South Fourth Street, 3rd Floor, Las
3 Vegas, Nevada, on June 26, 2015, at 10:31 a.m.,
4 before Heidi K. Konsten, Certified Court Reporter
5 in and for the State of Nevada.

6

7

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1 DEPOSITION OF RHONDA MONA

2 June 26, 2015

3 * * * * *

4

5 MR. COFFING: Judge, Terry Coffing.

6 How are you?

7 JUDGE HARDESTY: Good. How are you?

8 MR. COFFING: I'm well.

9 MR. EDWARDS: And Tom Edwards,

10 Your Honor, on behalf of Far West.

11 MR. COFFING: Terry Coffing on behalf
12 of Rhonda Mona.

13 MR. EDWARDS: So, Your Honor, you
14 heard from us a few weeks ago as it related to a
15 protective order for Mr. Mona. The judgment
16 debtor exam of Mrs. Mona was not in front of you.
17 But the parties were able to work out a time and
18 place, so that's why we're here today.

19 But we've run into a roadblock up
20 front as to the scope of the judgment debtor
21 examination. We identified -- the judgment
22 debtors in this case are Mr. Mona individually and
23 the Mona Family Trust. The trustees of the Mona
24 Family Trust include Mr. Mona and Mrs. Mona. So
25 it would be -- we noticed the judgment debtor exam

1 of Mrs. Mona on that basis.

2 However, the order in and of itself
3 was not that narrow. It said that Mrs. Mona would
4 be examined under oath concerning any property
5 which may be used to satisfy our judgment. Also,
6 we feel there's substantial law in Nevada and
7 elsewhere that says a judgment debtor examination
8 is extraordinarily broad, and much more broad than
9 a regular discovery deposition.

10 We equate this dispute today to sort
11 of a 30(b)(6) deposition dispute. For example, if
12 you identify the topics for a particular
13 corporation, that corporation will produce a
14 witness to testify about those topics, the
15 question being can the questioner ask questions
16 beyond those topics.

17 And the courts have addressed that
18 issue and said, yes, they absolutely can. The
19 only bounds to the questions is relevance or
20 whether it will lead to the discovery of
21 admissible evidence.

22 So despite the fact that Mrs. Mona is
23 here today on behalf of the trust, our questions
24 don't need to be limited to the trust and, for
25 example, can go into community property, which

1 would be subject to execution under our judgment.

2 MR. COFFING: Well, I will -- I will
3 disagree about some of that, Your Honor. This is
4 Terry Coffing.

5 Your Honor, I'm looking at the order
6 and notice and the order for the examination of
7 Rhonda Mona as trustee of Judgment Debtor Mona
8 Family Trust. That is how she's appearing today.
9 She is a former trustee, but we're going to
10 bring -- we brought her anyways, because she was a
11 trustee at the time the judgment was entered.

12 This trust has one asset. It's an
13 asset that is well-known to the debtors -- or, I'm
14 sorry, the judgment creditor, and it's the
15 personal -- it's the family residence.

16 And so in accordance with the notice,
17 there was a document production that was
18 requested. We timely filed objections to some of
19 those documents, and at the same time produced a
20 pretty hefty couple of thousand pages of
21 documentation in order to comply, which -- the
22 same documents we're using for Mr. Mona's judgment
23 debtor exam, which will take place next week.

24 But my issue is this is noticed as a
25 judgment debtor exam, not a deposition under Rule

1 61. And I don't want, and I don't think it's fair
2 to Mrs. Mona, to allow the debtor to have what
3 amounts to be multiple avenues to get sworn
4 testimony when -- when she's been noticed here in
5 a very limited capacity.

6 So I've offered up the possibility of
7 doing this one time under a deposition notice.
8 And for a variety of reasons, all of which are
9 reasonable, that's not on the table today. So our
10 position is Ms. Mona is here as a trustee. We've
11 prepared her in accordance with the notice of the
12 trust.

13 And now my understanding -- and
14 Mr. Edwards and I have been debating this -- is
15 they want to go outside that notice, ask her
16 questions about her individual finances, which are
17 not subject to the -- to a judgment, and community
18 assets that may or may not be subject to -- that
19 are beyond the scope of the notice and, candidly,
20 what she's prepared for.

21 And so I'm not saying that they can't
22 ask the questions. What I don't want to be is in
23 a situation where they get multiple opportunities
24 to put her through the exact same line of
25 questioning, one under the guise of a judgment

1 debtor exam, one under the guise of a Rule 61
2 deposition, when in reality -- you know, if that's
3 what we're going to do, then let's do it one time,
4 let me prepare her for that, and move forward.

5 But I don't think it's fair to notice
6 her up as a trustee and then ask questions that
7 are beyond the scope of the notice and her
8 preparation for that notice.

9 MR. EDWARDS: And if I could,
10 Your Honor, I -- I disagree that this is beyond
11 the scope of the notice in the sense that the
12 notice in and of itself says the examination will
13 concern any property which may be used to satisfy
14 the judgment. It's not limited to property of the
15 trust.

16 JUDGE HARDESTY: Do we have a -- a
17 copy of the notice?

18 MR. COFFING: I'm looking at one.

19 JUDGE HARDESTY: Was it -- was it
20 filed?

21 MR. COFFING: Yes. It looks -- no,
22 it says E-Served.

23 Does that mean it was filed, Tom?

24 MR. EDWARDS: You should find it on
25 the docket, Your Honor, on May 13, 2015.

1 JUDGE HARDESTY: Okay. Bear with me.

2 MR. COFFING: Tom, the amendment was
3 just to change the time?

4 MR. EDWARDS: Date and time, right.

5 JUDGE HARDESTY: Okay. So I guess I
6 have pulled up the order for examination of
7 Judgment Debtor Michael J. Mona, Jr., individually
8 and as trustee.

9 Is that the one I'm looking for, or
10 is it a different one?

11 MR. EDWARDS: You'll find one for
12 Rhonda Mona as trustee.

13 JUDGE HARDESTY: Okay. Got it.
14 Okay. Bear with me.

15 Okay. Mr. Edwards, continue.

16 MR. EDWARDS: Okay. And beyond that,
17 as to the multiple bites of the apple, first, it's
18 important to understand that we're not in a
19 typical lawsuit where I would only have one bite
20 at the apple. Here we're trying to execute on a
21 judgment.

22 I certainly do not intend to recall
23 Mrs. Mona with a deposition notice a month from
24 now. I intend to get it all done now. Now, in
25 the future, obviously I can't waive my right to

1 take her judgment debtor exam or notice her
2 deposition again as it relates to the assets,
3 because circumstances change. And, frankly, in an
4 estate as complicated as the estate of Mr. and
5 Mrs. Mona, they have a lot of businesses, a lot of
6 transactions, I -- there will be probably multiple
7 examinations until this -- this \$20 million
8 judgment is satisfied.

9 However, that is certainly not my
10 intent today, is to take a judgment debtor exam
11 and then plow the same grounds a month from now.
12 And to the extent I start to do that, I would
13 welcome Mr. Coffing to bring it to your attention
14 so we can address it. But that's certainly not my
15 intent. I was hoping to get it all done today.

16 JUDGE HARDESTY: So I guess my
17 question is what -- I'm not sure what exactly
18 either side exactly wants me to do.

19 MR. COFFING: Well -- go ahead.

20 MR. EDWARDS: I think the question
21 is, are my questions today required to be limited
22 to the assets of the trust, or am I entitled to go
23 into any assets: Assets of the trust, assets of
24 the community property, assets that Mrs. Mona
25 claims are her individual property? Those are the

1 two positions, I think.

2 MR. COFFING: Well, and that was the
3 subject of our objections, is that we're not here
4 to talk about her individual property. It says
5 the examination of Rhonda Mona as trustee of
6 judgment debtor. Rhonda Mona, an individual, is
7 not a judgment debtor in this case.

8 And so she has rights that relate to
9 that, and candidly, we've prepped her regarding
10 questions related to the trust, which are fair
11 game. And I'm allowed -- I mean, certainly I'm
12 not going to -- I would have some latitude there.

13 But if we're going to delve into what
14 amounts to be a full-blown examination of Rhonda
15 Mona about her personal assets, that simply wasn't
16 on the table today, and I don't think it's fair to
17 put her through that right now.

18 MR. EDWARDS: Your Honor, if I could,
19 I would like to just quote a -- a passage from a
20 district of Nevada case, a federal case. It says
21 where spouses --

22 JUDGE HARDESTY: Before you do that,
23 Mr. Edwards, what's the citation?

24 MR. EDWARDS: The citation is 2013
25 Westlaw, 141 3024, and the name -- the name of the

1 case is VFS Finance, Inc., the specialty finance
2 court.

3 JUDGE HARDESTY: Okay. Bear with me
4 before you start reading. Okay.

5 MR. EDWARDS: And just to address the
6 point Mr. Coffing made about the -- that we
7 shouldn't be able to get into Ms. Mona's personal
8 assets, this case addressed the issue and said
9 where spouses are involved, even a slight showing
10 that there's been a transfer of property from the
11 debtor spouse to the other spouse is sufficient
12 for the court to allow a judgment creditor to
13 delve into the personal assets of the nondebtor
14 spouse.

15 And I don't think Mr. Coffing would
16 dispute with me that there are transfers between
17 Mr. Mona and Mrs. Mona. And for that reason we
18 should be allowed to delve into the personal
19 assets of Mrs. Mona, in addition to her community
20 property assets, which are, I think without
21 dispute, subject to the execution of the -- upon
22 judgment.

23 MR. COFFING: The dilemma is --
24 Your Honor, is that's not what was noticed for
25 today. And so you can imagine if I'm talking to

1 my client and preparing her for questions related
2 to the trust and her role as trustee of the trust,
3 she's ready to roll on that. But to now say we're
4 going to go after personal things and talk about
5 that, I, at a minimum, would like an opportunity
6 to brief the issue to you and -- before it
7 becomes, you know, a problem, so we're not having
8 you on the phone for this all day long.

9 But from our perspective, I'm asking
10 that the questioning today be limited to the -- as
11 the notice says, the Mona Family Trust and her
12 role as trustee of that trust, because that's what
13 it was -- that's what we're here for.

14 If you'll give us the opportunity to
15 brief the issue, we'll brief the issue. And they
16 do -- I'm not going to dispute the right that they
17 have the ability to bring her back for a
18 full-blown deposition on a variety of matters.
19 But I haven't had the opportunity to brief this
20 issue for you until it's -- it's here in front of
21 us today.

22 MR. EDWARDS: And, Your Honor, one
23 quick point, and then I'll stop talking, because
24 I'm starting to repeat myself. But if you take a
25 look at the judgment debtor exam notice, it says I

1 get to ask about any property which may be used to
2 satisfy the judgment. It doesn't specify any
3 particular property that I'm allowed to ask
4 questions about.

5 As to the issue of briefing, we do
6 have a bench brief ready for you on this issue,
7 because Mr. Coffing and I have been discussing
8 this for a few days. My concern with that is that
9 my client sees this as a delay effort. And if we
10 have to wait for briefing, my clients are
11 concerned they may be prejudiced with the delays.

12 MR. COFFING: Well, on that issue, if
13 I could, Your Honor, there were no efforts to
14 collect this judgment until, you know, over a year
15 after it was entered. They have a current wage
16 garnishment on a significant salary, and so I'm
17 not sure if -- if there's something that occurs in
18 the next three weeks or two weeks it takes us to
19 brief this, I'm certain that that will be brought
20 to your attention and you will give it the -- the
21 attention it's due.

22 MR. EDWARDS: The dilemma there
23 being, Your Honor, that would mean I have to fight
24 another fraudulent transfer action for the next
25 three years to try to get that money back. It

1 is -- it is what we're doing in front of Judge
2 Gonzales right now, and I would hate to have to do
3 it again for another transfer.

4 JUDGE HARDESTY: Okay. Thank you
5 both, you know, for -- for setting forth the
6 issues succinctly and allowing me time to pull up,
7 you know, the notice and the case.

8 I'm not sure exactly whether I can
9 give you any real specific order, so if -- I'll
10 give you my -- my general ruling right now. And
11 if -- you know, if specific issues come up during
12 the examination, you're welcome to call back, but
13 hopefully -- hopefully this general order will
14 give you both some guidance.

15 The Court is fairly familiar with the
16 scope of judgment debtor exams and the like and
17 collection of judgment and the scope that is
18 permitted. The Court does find that that scope,
19 if you will, is as Mr. Edwards argued, very broad
20 in nature.

21 And so with that background, the
22 Court, examining the May 13 order for examination
23 of Rhonda Mona as trustee of judgment debtor, the
24 Mona Family Trust dated February 12, 2002, it is
25 for Mrs. Mona as trustee of the Mona Family Trust,

1 which at first glance would seem to -- to limit
2 the scope.

3 However, as pointed out, the
4 substance or nature of the examination as set
5 forth, continuing on, states, quote, to be
6 examined under oath concerning any property which
7 may be used to satisfy said judgment, with the
8 examination continuing from day to day until
9 completed.

10 The Court finds that that is the
11 notice of the scope of the examination of
12 Mrs. Mona as trustee of the Mona Family Trust, and
13 therefore the judgment creditors are entitled to
14 ask Mrs. Mona questions concerning any property
15 which may be used to satisfy said judgment and not
16 limited to any property of the Mona Family Trust.
17 So the questions need not be limited to questions
18 regarding assets of the trust.

19 MR. COFFING: Well, Your Honor, would
20 that include assets that are then in Ms. Mona's
21 separate name when she's not a judgment debtor
22 here? And -- and I understand that they're
23 entitled to ask questions in order to satisfy
24 them, but Ms. Mona has her own rights here, as
25 well, and she is not a debtor in this case.

1 And so if she has separate property,
2 she has separate property. And she should not be
3 compelled by virtue of this notice, as trustee, to
4 have to answer questions about that.

5 MR. EDWARDS: My response to that,
6 Your Honor, is that's essentially putting the
7 burden on me to win a fraudulent transfer action
8 before I'm even able to ask about the asset.

9 JUDGE HARDESTY: Yeah, the question
10 certainly can be asked regarding what assets
11 Mrs. Mona possesses, et cetera. And if her
12 response is, "Well, this asset is my separate,"
13 you know, you can ask your follow-up question,
14 "Well, you know, how is that your separate asset?"

15 It was, you know -- you are entitled
16 to delve into her testimony if she claims under
17 oath that something is her separate asset, you
18 know, because asking it -- you know, it's like
19 discovery. You ask the questions to get the
20 details and the facts of the information, which
21 may or may not lead to a finding that this asset
22 is -- is an asset or property which may be used to
23 satisfy said judgment, and this -- this property
24 is not property that may be used to satisfy said
25 judgment.

1 So, yes, you are entitled to ask
2 those questions, and she's entitled to -- to
3 answer them and definitely should answer those
4 types of questions.

5 MR. COFFING: So, Your Honor, if I
6 may, not so hypothetically, if an account is
7 presented, and that account is entitled Rhonda
8 Mona, her sole and separate property, I mean, that
9 should be dispositive of the issue, and foreseeing
10 your -- I think what your ruling is, forcing me to
11 prove what she owns rather than prove what she
12 doesn't own.

13 MR. EDWARDS: To distinguish it,
14 Your Honor, I think if I can show that that
15 separate property came from Mr. Mona or came from
16 the community property estate, then -- and I can
17 tell you for sure we have that situation here --
18 I'm certainly entitled to dive into the
19 circumstances surrounding how she became in
20 possession of that property in her -- her
21 individual capacity. And that in and of itself is
22 a legal conclusion that I shouldn't be barred from
23 gathering the facts to determine.

24 JUDGE HARDESTY: The Court agrees
25 with Mr. Edwards. Again, we're dealing with a

1 broad scope, if you will, regarding, you know,
2 collection of judgments. And then, two, you know,
3 again, just because a piece of paper says
4 something, does not necessarily mean that it's
5 true.

6 That will be the Court's order.
7 Again, if you have specific issues that arise, I'm
8 here all day today. You're welcome to contact us
9 again. I hope that the order is sufficiently
10 clear to give both sides guidance as to the scope
11 that's permitted in terms of the questions and the
12 answers and the examination today.

13 MR. EDWARDS: Thank you, Your Honor.

14 JUDGE HARDESTY: Thank you both.

15 MR. COFFING: Thank you.

16 (Whereupon, a recess was taken.)

17
18 (Prior to the commencement of the
19 deposition, all of the parties present agreed to
20 waive statements by the court reporter, pursuant
21 to Rule 30(b)4 of NRC.P.)

22
23 (Exhibit No. 1 was marked.)

24
25 RHONDA MONA,

1 having been first duly sworn, was examined and
2 testified as follows:

3

4

EXAMINATION

5 BY MR. EDWARDS:

6 Q Ma'am, I'm showing you what's been
7 marked as Exhibit 1.

8 Do you recognize this document?

9 A Yes, I've seen it before.

10 Q And what is it?

11 A Post-marital property settlement
12 agreement.

13 Q Okay. Do you recognize your initials at
14 the bottom of each page?

15 A I do.

16 Q And feel free to flip through if you
17 want.

18 Those are your initials on each page?

19 A Uh-huh.

20 Q One of the rules we'll talk about later
21 is, because the court reporter is here and taking
22 down everything that we're saying, it's important
23 that you give audible answers. Whereas a head nod
24 will usually work, if you can answer with a yes or
25 no, I'd appreciate it.

1 A Sorry.

2 Q That's okay. And if I remind you, I'm
3 not trying to be rude. I'm just making sure that
4 the court reporter gets down what she's supposed
5 to.

6 So you do recognize your initials at the
7 bottoms of each of the pages on Exhibit 1?

8 A Yes, I do.

9 Q And on the next to the last page, do you
10 recognize your signature?

11 A Yes.

12 Q Okay. Do you recall initialing and
13 signing this document?

14 A Vaguely.

15 Q Okay. What's your understanding of the
16 purpose of this agreement?

17 A I really didn't delve into it.

18 Q Okay. Did you read the agreement?

19 A Not really, no.

20 Q Did you skim it?

21 A The first page.

22 Q Okay.

23 A Yeah.

24 Q What did you gather when you skimmed the
25 first page?

1 A I really don't know.

2 Q Okay.

3 A I sign what I'm supposed to sign.

4 Q Okay. So I -- why did you sign this?

5 MR. COFFING: Well, to the extent you
6 had a conversation with an attorney, we don't want
7 to go into that. So if -- if any answer requires
8 divulging what your attorney said, I'm going to
9 say don't answer that, and make sure you
10 understand that. Okay?

11 THE WITNESS: Okay.

12 BY MR. EDWARDS:

13 Q Did you discuss this with an attorney,
14 Exhibit 1?

15 A I don't -- I don't recall.

16 Q Okay. And you have no understanding of
17 the purpose of this agreement?

18 A I might have discussed it with Bart
19 maybe.

20 Q Okay.

21 A Yeah.

22 Q And do you have any understanding what
23 this agreement is meant for?

24 A A little bit.

25 Q Okay. Can you give me your basic

1 **understanding, please?**

2 A That if we get divorced, that what's
3 mine is mine.

4 Q Okay. So sort of a -- you saw this as
5 sort of a prenuptial agreement?

6 A No. Post.

7 Q Post-nuptial agreement?

8 A Uh-huh.

9 Q Okay. If you'd turn to the second page
10 of Exhibit 1, look at the first line.

11 Could you read that for me?

12 A "Whereas it is the parties' intent to
13 acknowledge, confirm, and document their equal" --

14 Q And the whole sentence, if you would.

15 A Oh -- "their equal division between
16 themselves of the said \$6,813,220.20 they received
17 from the sale of their MMI corporate stock, with
18 Rhonda receiving \$3,406,601.10 of such moneys as
19 her sole and separate property, and Mike receiving
20 the remaining" -- blah, blah, blah -- "as his sole
21 and separate property."

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

24 A Yes.

25 Q All of it?

1 A I thought I only got two and something,
2 but ...

3 Q So you think there may still be about
4 1.4 million that you haven't received yet?

5 A I don't know.

6 Q Okay. Where is that money?

7 A Most of that's gone.

8 Q Okay. Where did it go?

9 A Am I allowed to answer that?

10 MR. COFFING: Yeah.

11 THE WITNESS: A lot of it went to a
12 bad business deal.

13 BY MR. EDWARDS:

14 Q What bad business deal?

15 A Purchasing Super Bowl tickets. Bad
16 decision.

17 Q Okay. How much did you spend purchasing
18 Super Bowl tickets?

19 A About 5- or 600,000.

20 Q And what happened with that? Can you
21 tell me, what was the idea behind purchasing those
22 Super Bowl tickets?

23 A It was -- can I answer?

24 MR. COFFING: Yeah. You can tell him
25 about the transaction, yeah.

1 THE WITNESS: I gave it to a ticket
2 broker to buy tickets to resell them, and he
3 embezzled the money and went to jail, so ...

4 BY MR. EDWARDS:

5 Q Okay. So you never actually received
6 any tickets, weren't able to resell anything?

7 A He did, kept the money, and he went to
8 jail.

9 Q Understood.

10 What's his name?

11 A Jonathon Robiste.

12 Q Can you spell that?

13 A R-O-B-I-S-T-E.

14 Q Was he here in Las Vegas or elsewhere?

15 A He was in New York.

16 Q New York. Okay.

17 So you think you received about
18 \$2 million. So what happened with the other
19 \$1.5 million?

20 A I lent some to my son to buy his home.

21 Q Okay. How much did you lend to your
22 son?

23 A Close to 900, I think.

24 Q Okay. What's your son's name?

25 A Michael.

1 Q Michael Mona, III; right?

2 A Uh-huh.

3 Q And where is the home?

4 A In San Diego.

5 Q How old is your son?

6 A Twenty-nine.

7 Q Twenty-nine?

8 A Uh-huh.

9 Q Is there a loan agreement between you
10 and your son, or was this just a handshake deal?

11 A I don't know. I don't know if there's
12 paperwork on it or not. I really don't.

13 Q Okay. Has your son started paying you
14 on that \$900,000 loan?

15 A Not yet, no.

16 Q Is it -- is it your expectation that he
17 will start paying you at some point?

18 A I would assume so at some point, when
19 he's in a better financial -- he's not yet.

20 Q Okay. Is it your intent that he will
21 simply pay you back when he eventually sells the
22 property?

23 A I -- I didn't get into it. I don't
24 know.

25 Q Okay. Do you know the address of the

1 **property in San Diego?**

2 A Uh-huh.

3 Q **What is it?**

4 A 877 Island Avenue.

5 Q **And there's a unit number, as well;**
6 **right?**

7 A 701.

8 Q **Right next to Petco; right?**

9 A Uh-huh.

10 Q **Okay. So you spent about 5- to 600,000**
11 **on the tickets -- or attempted tickets, about**
12 **900,000 to your son for the house.**

13 **What happened to the rest of the money?**

14 A I paid my bills with them.

15 Q **Okay. What bills?**

16 A My house bills.

17 Q **And what house bills did you pay, or are**
18 **you still using that money to pay bills?**

19 A Uh-huh, yeah.

20 Q **Okay. Where is that money sitting?**

21 A In a money market account.

22 Q **With what bank?**

23 MR. COFFING: You can tell him.

24 THE WITNESS: Bank of George.

25

1 BY MR. EDWARDS:

2 Q Do you know the balance in the Bank of
3 George account?

4 A Right around 300,000.

5 Q Who are the signatories on the Bank of
6 George account?

7 A Just me.

8 Q Was your husband ever a signatory on
9 that account?

10 A Never.

11 Q Do you have any other accounts that are
12 solely in your name?

13 A Yes.

14 Q Where are those accounts?

15 A Bank of George.

16 Q Okay. Multiple accounts at Bank of
17 George?

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

20 Q Okay. How much do you estimate is in
21 the checking account at Bank of George?

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

23 Q Okay. Do you have any other accounts --

24 A No.

25 Q -- personally?

1 A No.

2 Q I guess individually is the proper term.

3 A No.

4 Oh, yes, I'm sorry, I have a -- my
5 own -- my own checking account, too. And I'm
6 sorry, the other account is in Bank of Nevada, not
7 Bank of George. I'm sorry. My household account
8 is in Bank of Nevada.

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

11 A Yes, my own.

12 Q Your personal?

13 A Uh-huh.

14 Q Okay. And then your household account
15 is Bank of Nevada?

16 A Right, so --

17 Q And that's just you as the signatory on
18 that account?

19 A Yes.

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

22 A That's the one that's just enough to pay
23 my bills.

24 Q I see. Okay.

25 Then what is the amount in the Bank of

1 **George checking account?**

2 A That's just my mine. It's been mine for
3 forever. Nothing to do with my husband at all,
4 never has had anything to do with him.

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

7 A Do I have to answer?

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

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

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

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

18 BY MR. EDWARDS:

19 Q **Okay. And I appreciate that, but I need**
20 **to know the answer.**

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

23 THE WITNESS: About 190,000.

24 BY MR. EDWARDS:

25 Q **In the Bank of George checking account?**

1 A Uh-huh.

2 Q Okay. So that's money you owned -- you
3 earned from working?

4 A Uh-huh.

5 Q What do you do for work?

6 A Designer.

7 Q And when did you do this designer work
8 to earn that 190,000? I guess it was probably
9 multiple jobs.

10 A No. I actually got one lump sum for
11 200,000.

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

13 A Approximately eight years ago, maybe.
14 Seven, six, I don't know.

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

18 A No. It goes up and down, you know.
19 Yeah. Yeah, for the most part, that's what my
20 balance has been, yeah.

21 Q I see. And it goes up when you do other
22 work and you put money in there?

23 A When I put money in there. But just by
24 a few thousand dollars, that's it.

25 Q Sure. Sure. Understood.

1 Was that one big job you did --

2 A Uh-huh.

3 Q -- back six or seven years ago?

4 What was that job?

5 A It was for someone's residence.

6 Q Okay. Here in town?

7 A Yes.

8 Q Who is that?

9 A Mike Shustek.

10 Q Did he pay you everything you were
11 supposed to receive for that job?

12 A Uh-huh, yes.

13 Q He doesn't owe you any more money?

14 A No.

15 Q And to this day, you're still doing
16 various design jobs?

17 A Not really, no. Just for my husband,
18 actually.

19 Q Okay. And how does that work?

20 A I don't get paid.

21 Q Okay. So your husband --

22 A I work for free.

23 Q I'm sorry. Go ahead.

24 A I work for free.

25 Q Okay. So, for example, if your husband

1 has a piece of property and he asks you to do some
2 design work for him?

3 A Just his offices.

4 Q His offices. Okay.

5 I guess at what point in time did you
6 stop doing work?

7 A A few years ago.

8 Q About eight years ago?

9 A No, about -- yeah. No about five years
10 ago.

11 Q About five years ago. Okay.

12 And how long have you been married to
13 Mr. Mona?

14 A 32 years.

15 Q Congratulations. That's a long time.

16 A Thank you.

17 Q Do you know the bank account number for
18 either Bank of George account?

19 A No.

20 Q Do you have a card with you that would
21 allow you access to that money -- to that money?

22 A Do I have a card?

23 Q You know, for example, a Visa card, a
24 debit card?

25 A No.

1 Q How do you access that money?

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

3 Q So you don't have a debit card or a
4 credit card --

5 A No.

6 Q -- associated with either of the
7 accounts at Bank of George?

8 A No.

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

11 A No.

12 Q And when you need to pay your monthly
13 bills, do I understand you take the money from the
14 Bank of George money market account and put it
15 into the Bank of Nevada account?

16 A Correct.

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

19 A No.

20 Q Are there other sources of money, other
21 than your design work, for the checking account at
22 Bank of George?

23 A No.

24 Q And the only source of money for the
25 money in the checking account at Bank of Nevada is

1 the Bank of George money market account?

2 A Correct.

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

5 A No.

6 Q And, I'm sorry, I probably asked this,
7 but as to those three different accounts we talked
8 about -- the money market account, the checking
9 account, both at the Bank of George and the Bank
10 of Nevada account -- you are the sole signatory;
11 correct?

12 A Sole.

13 Q You're still happily married; right?

14 A Yes.

15 Q Not planning to get divorced?

16 MR. COFFING: That's a day-to-day
17 question; right?

18 THE WITNESS: It depends.

19 BY MR. EDWARDS:

20 Q You're not planning to get divorced, are
21 you?

22 A Not at this time.

23 MR. COFFING: Well -- okay.

24 THE WITNESS: Not today.

25

1 BY MR. EDWARDS:

2 Q You're not contemplating getting
3 divorced? That's --

4 MR. COFFING: I mean, this really
5 does go into conversations she might have had with
6 her spouse. So to the -- unless you have a
7 personal independent thought -- you know, if it's
8 something you talked about, then don't answer.

9 BY MR. EDWARDS:

10 Q I'm not asking for Mr. Mona's opinion on
11 whether you should stay married. I just want to
12 understand your point of view.

13 A About what?

14 Q Whether you're contemplating divorce.

15 It sounds to me you're happily married
16 and it's not a thought in your mind, but -- is
17 that accurate?

18 A Well, it depends.

19 (Exhibit No. 2 was marked.)

20 BY MR. EDWARDS:

21 Q Ma'am, I'm showing you what's been
22 marked as Exhibit 2.

23 Do you recognize this document?

24 A No. I actually have no idea what I'm
25 looking at.

1 What is this?

2 **Q If you look down at the footer at the**
3 **bottom, it looks like it came from Comerica.**

4 A No.

5 **Q This statement --**

6 A I don't even know what Comerica is.

7 MR. COFFING: I mean, that's what it
8 says. I don't know.

9 THE WITNESS: Webbanking.Comerica, I
10 don't -- I really didn't know what this is. No
11 idea.

12 BY MR. EDWARDS:

13 **Q Okay. Do you know, have you or your**
14 **husband ever maintained a bank account at**
15 **Comerica?**

16 A I can't answer what he does. I have no
17 idea what he does.

18 **Q Okay.**

19 A I know about those three bank accounts.
20 I'm -- that's it.

21 **Q Okay. Do you know of any joint bank**
22 **accounts that you hold with your husband?**

23 A Nope.

24 **Q None whatsoever?**

25 A That I know of, no. Huh-uh.

1 Q If you look at the first transaction on
2 Exhibit 2 dated August 21st, 2013, as best I can
3 tell, this is a wire transfer from this account to
4 you for \$100,000.

5 Do you see that?

6 A I do.

7 Q Do you recall receiving this wire
8 transfer?

9 A No.

10 Q Do you have any idea where this wire
11 transfer was sent?

12 A No. I mean, if it was sent to me, then
13 it was sent to one of those accounts.

14 Q One of those three accounts?

15 A Well, it would have only been probably
16 the Bank of Nevada.

17 Q Okay. And why do you say the Bank of
18 Nevada account?

19 A Because it was never transferred into my
20 own personal one, and it -- I have never put any
21 other money into the money market.

22 Q Other money other than what?

23 A When that initial first went in.

24 Q Okay. Maybe -- then I'm confused. So
25 let's go back to the Bank of George money market

1 account.

2 A Right.

3 Q Where did that money come from?

4 A From my husband.

5 Q Okay. And why do you have that money
6 sitting in the account?

7 A I'm -- I don't understand the question.

8 Q Well, I mean, your husband just wrote
9 you a check for \$2 million?

10 MR. COFFING: Wait a second. What
11 \$2 million are you talking about?

12 MR. EDWARDS: I guess my
13 understanding was the -- that the money in the
14 Bank of George money market account was the
15 remaining from the roughly \$2 million he gave you
16 associated with Exhibit 1, the --

17 THE WITNESS: Right. We've already
18 gone over that.

19 MR. COFFING: Yeah, and I would
20 object to the characterization of "gave," because
21 that's not what the agreement says.

22 BY MR. EDWARDS:

23 Q So do I have it right, that the money in
24 the Bank of George money market account is the
25 remaining money from the money he gave you --

1 A Correct.

2 Q -- associated with the post-marital
3 agreement?

4 A Correct.

5 Q Okay. And another silly rule is, I know
6 you know exactly what I'm asking, so it's easy for
7 you to answer it. But for the record, if you
8 could let me finish my question before you answer
9 it, it makes for a much cleaner record, and
10 otherwise she may throw something at us. I'm not
11 trying to be rude, but I'm just trying to
12 cooperate.

13 So your recollection is that Exhibit 2,
14 the first transaction here of \$100,000 to you is
15 something separate than the money associated with
16 the post-marital agreement?

17 A Yes. I don't remember what that's for,
18 but what I was trying to tell you is that after
19 that money went into the money market account, no
20 additional funds have ever been placed there, so
21 it could not have gone there.

22 Q Do you remember when the money was
23 placed in the money market account at Bank of
24 George?

25 A A few years ago. I think it was before

1 this whole thing.

2 Q Okay. Do you know -- you don't know
3 why, then, you were wired \$100,000 as shown on
4 Exhibit 2?

5 A I would assume to pay bills.

6 Q And that makes sense.

7 MR. COFFING: Don't assume. If you
8 know, you know.

9 THE WITNESS: I don't recall it,
10 so ...

11 BY MR. EDWARDS:

12 Q But best of your recollection is the
13 money was to pay bills, and that's why it was sent
14 to the Bank of Nevada checking account?

15 A I don't even know for sure that it was
16 sent to the Bank of Nevada account, but that's --
17 if it went to me, that's the only place it
18 logically would have gone.

19 Q Understood. Okay.

20 So I guess earlier -- and maybe I'm
21 confusing myself, because I thought the only
22 source of money for the checking account at Bank
23 of Nevada was the money market account at Bank of
24 George.

25 A Mostly, yes.

1 Q Okay. But there are some exceptions?

2 A I don't know. I really don't remember
3 this. I honestly don't, so ...

4 Q And that's fair. Just separate and
5 apart from this particular exhibit, Exhibit 2, are
6 there other sources of money that --

7 A No. Oh, I'm sorry.

8 Q That's okay.

9 Are there other sources of money that
10 fund the Bank of Nevada checking account?

11 A No.

12 Q And when I say other than, I mean other
13 than the Bank of George money market account.

14 A That's the only way I put money in
15 there.

16 Q Although there may be some exceptions?

17 A I -- I don't know, because I don't
18 recall that, but ...

19 (Exhibit No. 3 was marked.)

20 BY MR. EDWARDS:

21 Q Okay. I'm showing you what's been
22 marked as Exhibit 3.

23 Do you recognize this document?

24 A No.

25 Q Exhibit 3 purports along the top of the

1 page to be from Bank of Nevada.

2 You see that; right?

3 A No.

4 MR. COFFING: Right up here.

5 THE WITNESS: Oh, okay.

6 BY MR. EDWARDS:

7 Q Do you see that?

8 A Is this all one account?

9 Q As best I can tell, this is one account
10 statement, yes.

11 A Okay. It's not my account.

12 Q Well, you'll see above the double line
13 there it says, Michael Joseph Mona, Jr., and
14 Rhonda Helene Mona.

15 A I do see that.

16 MR. COFFING: But it also says POD.

17 THE WITNESS: What's that mean?

18 MR. COFFING: Rhonda would be the
19 paid on death.

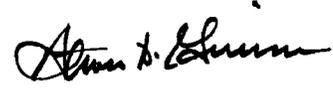
20 THE WITNESS: I didn't even know that
21 this existed.

22 BY MR. EDWARDS:

23 Q Okay. Understood.

24 So you don't know if you have any
25 signing authority as it relates to this account?

EXHIBIT 7



CLERK OF THE COURT

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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.

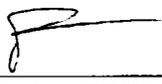
22 Dated this 13th day of May, 2015.

23 Mary Goetzlender
DISTRICT COURT JUDGE
24 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 **EXHIBIT "1"**

2

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.

19 ITEMS TO BE PRODUCED

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

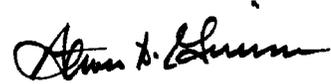
- 1 3. Tax returns and all related tax records of Judgment Debtor for tax years 2011, 2012,
2 2013, and 2014.
- 3 4. Tax returns and all related tax records of Rhonda Mona for tax years 2011, 2012, 2013,
4 and 2014.
- 5 5. For the period beginning April 2012 through the present date, Documents relating 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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EXHIBIT 6



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
6 FINE WRAY PUZEY & THOMPSON
7 400 South Fourth Street, Third Floor
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
JUDGMENT DEBTOR MICHAEL J.
MONA, JR., INDIVIDUALLY, AND AS
TRUSTEE OF THE MONA FAMILY
TRUST DATED FEBRUARY 12, 2002**

24 **TO: MICHAEL J. MONA, JR., INDIVIDUALLY, AND AS TRUSTEE OF 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. 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

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 13th day of May, 2015.

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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
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.

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.

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

27
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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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EXHIBIT 5

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;

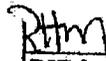
WHEREAS, Nevada being a community property state, all the property acquired during the parties marriage has been acquired as community property;

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;


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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;


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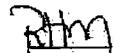
WHEREAS, it is the mutual wish and desire of the parties that a full and final adjustment and settlement of their property rights, and only their property rights, be had, settled, and determined at the present time by this Agreement with respect to the aforementioned \$6,813,202.20 they received from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

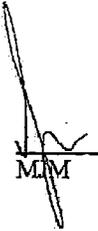
WHEREAS, the parties further acknowledge and agree that this Agreement is not intended to alter their legal relations and obligations owed to each other as a married couple, other than as expressly set forth above with respect to their equal division of the \$6,813,202.20 they received from the sale 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;


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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.


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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


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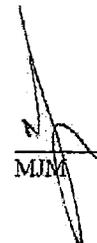

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be terminated by divorce or otherwise.

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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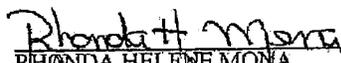
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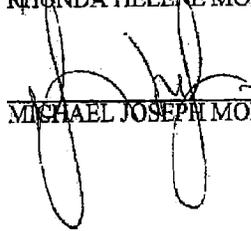
VERIFICATION

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


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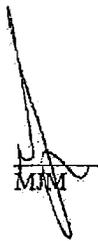

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EXHIBIT 4

CLERK OF THE COURT

1 ORDR
 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*

DISTRICT COURT

CLARK COUNTY, NEVADA

11 FAR WEST INDUSTRIES, a California
 12 corporation,
 13
 14 Plaintiff,

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

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.

HEARING DATE: SEPTEMBER 18, 2013
 HEARING TIME: 9:00 A.M.

ORDER

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

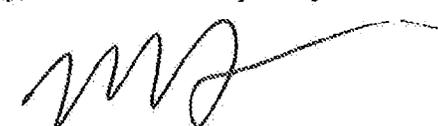
13 **IT IS HEREBY ORDERED AND ADJUDGED AND DECREED** that Plaintiff shall have
14 one week from the delivery of those additional documents, i.e. thru and including 5:00 p.m.
15 Wednesday October 2, 2013, to complete its review and inspection of said two additional boxes of
16 documents, and return the 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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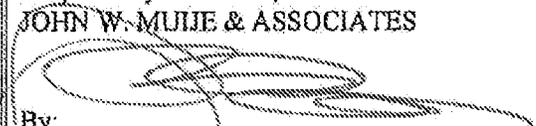
LAW OFFICES
JOHN W. MUIJE & ASSOCIATES
1320 S. CASINO CENTER BOULEVARD
LAS VEGAS, NEVADA 89104
Phone: (702) 386-7002 Fax: (702) 386-9135

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
6 September, 2013.

7 
DISTRICT COURT JUDGE
8 

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: jmuije@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*

18 APPROVED AS TO FORM AND CONTENT

19 LEE, HERNANDEZ, LANDRUM,
20 GAROFALO & BLAKE

21 By: 

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

27 C:\Documents and Settings\Coleman\Desktop\2013-09-20 Order - Far West- Mona.vpd

EXHIBIT 3


CLERK OF THE COURT

1 **OAJD**
2 DAVID S. LEE, ESQ.
3 Nevada Bar No. 6033
4 John R. Hawley
5 Nevada Bar No. 001545
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
13 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: ~~26~~ 26

**ORDER FOR APPEARANCE OF
JUDGMENT DEBTORS**

ORDER FOR APPEARANCE OF JUDGMENT DEBTORS

23 This matter, having come on regularly for hearing in Chambers before the Honorable
24 Judge Kerry Earley, upon FAR WEST INDUSTRIES' ("FWT") Ex Parte Motion for Order
25 Allowing Examination of Judgment Debtors ("Motion"). The Court having carefully examined
26 the pleadings and papers on file in this matter, and with good cause appearing, hereby enters its
27 Orders as follows:

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 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that the Motion filed on
2 behalf of FWI is hereby **GRANTED**.

3 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that MICHAEL J.
4 MONA, JR, individually, and MICHAEL J. MONA, JR., as Trustee of the Mona Family Trust
5 dated February 21, 2002, appear at Litigation Services, 3770 Howard Hughes Parkway, Suite 300
6 Las Vegas, Nevada, on the 18th day of February, 2013, at the hour of 10:00 a.m., with regard to
7 the Judgment entered against MICHAEL J. MONA, JR, individually, and MICHAEL J. MONA,
8 JR., as Trustee of the Mona Family Trust dated February 21, 2002, in favor of FWI on January
9 12, 2010, then and there to answer questions under oath concerning the assets of MICHAEL J.
10 MONA, JR, individually, and MICHAEL J. MONA, JR., as Trustee of the Mona Family Trust
11 dated February 21, 2002.

12 **MICHAEL J. MONA, JR, individually, and MICHAEL J. MONA, JR., as Trustee of**
13 **the Mona Family Trust dated February 21, 2002, ARE COMMANDED TO BRING** copies
14 of any and all documents outlined in Exhibit "A" attached hereto.

15 **MICHAEL J. MONA, JR, individually, and MICHAEL J. MONA, JR., as Trustee of**
16 **the Mona Family Trust FAILURE TO APPEAR AT THE TIME SET FORTH ABOVE**
17 **COULD RESULT IN AN ORDER TO SHOW CAUSE TO BE ISSUED TO EXPLAIN ITS**
18 **FAILURE TO APPEAR AND TO DISCLOSE ITS ASSETS.**

19 DATED this 29 day of January, 2013.

20
21 
22 _____
23 DISTRICT COURT JUDGE

24 Respectfully submitted by:

25 LEE, HERNANDEZ, LANDRUM,
26 GAROFALO & BLAKE, APC

27 By:

28 
JOHN B. HAWLEY, ESQ.
Nevada Bar No. 001545
7575 Vegas Drive, Suite 150
Las Vegas, Nevada 89128

LEE, HERNANDEZ, LANDRUM,
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EXHIBIT "A"

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1 insurance policies, and all other information in any way reflecting your
2 involvement with, your ownership of, or your transactions as regards real estate or
3 other property owned by you.

- 4 10. A copy of any and all lease(s) which you have signed, including, but not limited to,
5 residential, commercial, and automotive. These leases do not need to be owned by
6 you but can be regarding real estate or other property not owned by you but for
7 which regular monthly lease payments are made.
- 8 11. A copy of all statements, and a copy of each check register for each account, for
9 each and every financial institution (including but not limited to all banks, savings
10 and loans, credit unions, and brokerage houses) where you have an account, where
11 you have signature authority on an account, or in which you have held or now hold
12 an interest from January 2005 through to the present.
- 13 12. A copy of all bank statements, deposit slips, and canceled checks for all bank,
14 money market accounts which you own or in which you owned any interest
15 whatsoever, or on which you were authorized to draw checks, whether said
16 documents were in your 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 three (3) years prior
18 to the date hereof.
- 19 13. All savings account passbooks, bank statements and certificates of deposit for any
20 and all accounts, in which you owned any interest whatsoever, or from which you
21 were authorized to make withdrawals, whether said accounts were in your name
22 alone, in the name of any other person, or in your name and another as joint
23 tenants, for the period of five (5) years prior to the date hereof.
- 24 14. All records regarding safe deposit boxes and any certificates of stocks and bonds
25 belonging to you or in which you have had any interest direct, indirect, contingent,
26 beneficial, or otherwise, whatsoever either alone or jointly with any other person
27 for five (5) years preceding the date of this Order.
- 28 15. All stocks, bonds, debentures or other securities, which you personally own or
claim any interest to or had any interest in whether such interest was direct,
indirect, contingent, beneficial, or otherwise, either alone or jointly with any other
person for five (5) years preceding the date of this Order.
16. All life insurance policies naming you as beneficiary whether direct, indirect,
contingent, beneficial, or otherwise, therein.
17. A copy of all certificates of title or any other documents evidencing your
ownership with respect to any automobiles, motorcycles, trucks, RVs, ATVs, jet
skis, boats, trailers, airplanes, or any other type of vehicle, which you now own,
claim any interest in, or regularly derive.

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- 1 18. All evidence of any and all notes, contracts, negotiable instruments, receivable or
2 accounts receivable whether due or not due belonging to you or in which you have
3 or have had any interest whatsoever either alone or jointly with any other person or
4 persons for five (5) years preceding the date of this Order.
- 5 19. A list of real property owned by you and, if occupied by Tenants, please state the
6 following:
7 a. Tenants' names;
8 b. Tenants' address;
9 c. amount of monthly rent.
- 10 20. Documents relating to evidence of each and every credit card in your name or
11 jointly with another person/entity, together with copies of all statements submitted
12 by said credit companies for the last five (5) years.
- 13 21. All fire, burglary, and extended coverage insurance policies now in force upon any
14 real estate or personal property (including copies of insurance inventories) owned
15 by you or in which you have or have had any interest whatsoever either alone or
16 jointly with any other person(s)/entity(ies) for five (5) years preceding the date of
17 this Order.
- 18 22. All titles, bills of sale, or contracts of sale upon personal property, including but
19 not limited to, stocks, bonds, memberships, or partnership interests, automobiles,
20 boats, airplanes, household goods, miscellaneous furniture and fixtures belonging
21 to you or in which you have or have had any interest (direct or indirect, beneficial
22 or otherwise), whatsoever either alone or jointly with any other person or persons
23 for five (5) years preceding the date of this Order.
- 24 23. A complete inventory of all items of personal property owned by you, of any
25 nature whatsoever, including automobiles, boats, airplanes, household fixtures,
26 furnishings, and appliances, whether paid for or not. If the personal property is not
27 in your possession and in the possession of another person, designate the name and
28 address of the person having possession of the property.
- 24 24. Copies of all financial statements given by you, either individually or jointly with
25 another person or as a corporation, to any third party at any point during the past
26 five (5) years preceding the date of this Order.
- 25 25. A statement listing all of your debts and obligations.
- 26 26. All automobile or personal property casualty or collision or all risk insurance
27 policies presently owned by you.
- 27 27. A copy of all records pertaining to the acquisition, transfer and sale of all
28 securities, in which you have had an interest from at least five (5) years prior to the
date hereof to the present.

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28. A copy of all evidence of mining claims, patents or development work owned by you or in which you have or have had any interest whatsoever either along or jointly with any other person or persons for at least five (5) years immediately preceding the date of this Order.
29. A copy of all documents which evidence any trademark, trade name, copyright, or patent in which you have or have had an interest.
30. A copy of all general ledgers, accounting journals, financial statements or other financial records prepared or maintained as regards your finances during the last five (5) years.
31. A copy of any/all lawsuits, judgments, etc., which you may be a party to.
32. A copy of all loan applications used for any purpose whatsoever in the last five (5) years.
33. A copy of your current plan and your most recent plan statement or summary plan description for any deferred compensation in which you are a participant.
34. A copy of any and all agreements, of whatever kind, for the use of a safe deposit box, safe or vault or other place of safekeeping.
35. A copy of each and every life insurance or annuity policy in which you hold a beneficial interest.
36. Copies of all your corporate records, including Minutes (for the past 5 years), Stock Transfer Ledgers and other "corporation" records.
37. Copies of any partnership or joint venture agreements and all correspondence related thereto.
38. Copies of all of your business licenses.
39. Copies of any and all contracts to which you are a party entered into within the last five (5) years.
40. All records, which evidence charitable donations of \$100 or more up to personal "gifts" with a value of more than \$100 made by you or on your behalf within the last five (5) years.
41. Copies of any and all documents whereby you acquired or disposed of an interest in any business(es) within the last five (5) years.
42. Copies of any employment or consulting contracts to which you are a party.
43. Any notes owed to you.

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- 44. Copy of all accounts receivable documents, both current and for five (5) years prior to the date of this Order.
- 45. All of your general ledgers, accounting journals, financial statements or other financial records prepared or maintained during the last five (5) years.
- 46. A copy of each and every document evidencing each and every business in which you have, or had, an interest from 2005 through to the present.
- 47. A copy of each and every profit and loss statement for each business in which you have, or had, an interest from 2005 through to the present.
- 48. A copy of each financial statement or credit application prepared by you or on behalf of you and/or any business in which you have, or had, any interest, whether legal or equitable, in the past five (5) years.

EXHIBIT 2



CLERK OF THE COURT

1 **ORDER**
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
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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

Hearing Date: July 9, 2015
Time of Hearing: 9:00 a.m.

27 **ORDER REGARDING ORDER TO SHOW CAUSE WHY**
28 **ACCOUNTS OF RHONDA MONA SHOULD NOT BE SUBJECT TO**
EXECUTION AND WHY THE COURT SHOULD NOT FIND MONAS IN CONTEMPT

29 The Court held a hearing regarding its Order To Show Cause Why Accounts Of Rhonda
30 Mona Should Not Be Subject To Execution And Why The Court Should Not Find Monas In
31 Contempt ("Order to Show Cause") on July 9, 2015, at 9:00 a.m. ("July 9 Hearing"). F. Thomas
32 Edwards, Esq. and Andrea M. Gandara, Esq. of the law firm of Holley, Driggs, Walch, Fine,
33 Wray, Puzey & Thompson, appeared on behalf of Plaintiff Far West Industries ("Plaintiff" or
34 "Far West"). Terry A. Coffing, Esq., of the law firm of Marquis Aurbach Coffing, appeared on
35 behalf of Defendant Michael J. Mona, Jr. ("Mr. Mona") and Rhonda Helene Mona ("Mrs.
36 Mona") (collectively referred to as the "Monas"). Edward L. Kainen, Esq., and Andrew L.

1 Kynaston, Esq., of the law firm of Kainen Law Group, LLC, also appeared as divorce counsel
2 for Mrs. Mona.

3 Prior to the July 9 Hearing, the Court reviewed all relevant pleadings and papers before
4 it, including, but not limited to: (1) Plaintiff's Ex Parte Application For Order To Show Cause
5 Why Accounts Of Rhonda Mona Should Not Be Subject To Execution And Why The Court
6 Should Not Find The Monas In Contempt ("Application") and the attached Exhibits 1-4; (2) the
7 Order to Show Cause and the notice of entry and receipt of copy associated therewith; (3) the
8 Response to Order To Show Cause Why Accounts Of Rhonda Mona Should Not Be Subject To
9 Execution And Why The Court Should Not Find The Monas In Contempt ("Response") and the
10 attached Exhibits A-C; (4) the Plaintiff's Reply in Support of Order To Show Cause Why
11 Accounts Of Rhonda Mona Should Not Be Subject To Execution And Why The Court Should
12 Not Find The Monas In Contempt ("Reply"); (4) the Supplement to Response to Order To Show
13 Cause Why Accounts Of Rhonda Mona Should Not Be Subject To Execution And Why The
14 Court Should Not Find The Monas In Contempt ("Supplement"). The Court was presented the
15 Declaration in Support of Request for Contempt of Plaintiff's counsel, F. Thomas Edwards, Esq.,
16 at the July 9 Hearing, which it accepted without objection.

17 With no other appearances having been made, the Court having reviewed and examined
18 the papers, pleadings and records on file in the above-entitled matter and heard the argument of
19 counsel, and good cause appearing therefore, the Court enters the following findings facts and
20 conclusions of law. To the extent any finding of fact should properly be designated a conclusion
21 of law, it shall be deemed a conclusion of law. To the extent any conclusion of law should
22 properly be designated a finding of fact, it shall be deemed a finding of fact.

23 The Court makes the following findings of facts and conclusions of law:

24 On April 27, 2012, Plaintiff obtained a Judgment entered against Mr. Mona and the Mona
25 Family Trust Dated February 21, 2002 ("Mona Family Trust"). See Judgment, attached as Ex. 4
26 to Application. Mr. Mona and Mrs. Mona were at all relevant times co-trustees of the Mona
27 Family Trust, although after this Court ordered Mrs. Mona to appear for a judgment debtor
28 examination, based upon her capacity as trustee of the Mona Family Trust, Mrs. Mona resigned

1 and/or was removed as a trustee.

2 On January 30, 2013, the Court entered its original order for the judgment debtor
3 examination of Mr. Mona, setting forth certain documents that Mr. Mona was required to
4 produce, including:

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

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

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

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

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

See Ex. A to Order entered 1/30/13 ("January 2013 Order") (emphasis added).

The Court subsequently ordered Mr. Mona to make a complete production of documents
by September 25, 2013. See Order entered 10/7/13 ("October 2013 Order"), 2:9-13.

On or about September 13, 2013, the Monas executed a Post-Marital Property Settlement
Agreement, in which Mr. and Mrs. Mona explain that they have sold their community property
shares of Medical Marijuana, Inc., for \$6,813,202.20. See Ex. 1 to the Application. The
Agreement then purports to divide the proceeds equally between themselves as their separate
property, with each receiving \$3,406,601.10. Id.

1 Although Mr. Mona produced approximately 33,000 documents in response to the
2 January 2013 Order and the October 2013 Order, Mr. Mona did not produce the Post-Marital
3 Settlement Agreement, in violation of both the January 2013 Order and the October 2013 Order.

4 At his judgment debtor examination on November 25, 2013, when Mr. Mona was asked
5 what he did with the more than \$6 million in stock sale proceeds, Mr. Mona lied and failed to
6 disclose the transfer of \$3,406,601.10 to Mrs. Mona. Specifically, at the judgment debtor
7 examination on November 25, 2013, Mr. Mona testified as follows:

8 **Q. When you got out of Alpine Securities, how much was the
9 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 \$2.6 million to Roen
21 Ventures.

22 See Transcript of 11/25/13 Judgment Debtor Examination of Mr. Mona, 9:8-21, attached as Ex. 2
23 to the Application.

24 Mr. Mona's deceit and omission cannot be excused by a lack of memory because the
25 purported transfer through the Post-Marital Settlement Agreement occurred only shortly before
26 his examination. Likewise, Mr. Mona's deceit and omission cannot be blamed on his attorney,
27 as Mr. Mona was in control of his testimony at the judgment debtor examination in 2013. At his
28 more recent judgment debtor examination, Mr. Mona admitted that he should have produced the
Post-Marital Settlement Agreement in 2013 and that he should have disclosed it during the

1 November 25, 2013 examination and, on this point, the Court agrees with Mr. Mona.

2 The Court finds that the money purportedly transferred through the Post-Marital
3 Settlement Agreement was community property as it was acquired during the Monas' marriage.
4 The Monas have been married for more than 30 years. All property acquired after the marriage
5 by either husband or wife is community property, subject only to limited exceptions identified in
6 NRS 123.220. All debts incurred during that time are community debts under Randono v. Turk,
7 86 Nev. 123, 466 P.2d 218 (1970). See also Cirac v. Lander Cnty., 95 Nev. 723, 602 P.2d 1012;
8 In re Bernardelli, 12 B.R. 123 (Bankr. D. Nev. 1981); Nelson v. United States, 53 F.3d 339, 1995
9 WL 257884; F.T.C. v. Neiswonger, 580 F.3d 769 (8th Cir. 2009).

10 Plaintiff obtained the Judgment against Mr. Mona during the Monas' marriage, and it
11 therefore is a community debt. That community debt can be collected against the entirety of the
12 Monas' community property under Randono v. Turk, 86 Nev. 123, 466 P.2d 218 (1970) and
13 Henry v. Rizzolo, 2012 WL 1376967 (Dist. Nev. April 19, 2012). See also Cirac v. Lander
14 Cnty., 95 Nev. 723, 602 P.2d 1012; In re Bernardelli, 12 B.R. 123 (Bankr. D. Nev. 1981); Nelson
15 v. United States, 53 F.3d 339, 1995 WL 257884; F.T.C. v. Neiswonger, 580 F.3d 769 (8th Cir.
16 2009). The Court finds Norwest Fin. v. Lawver, 849 P.2d 324 (Nev. 1993) and Hogevoll v.
17 Hogevoll, 59 Cal.App.2d 188, 138 P.2d 693 (1943), which are cited in the Response,
18 distinguishable as those cases involved determinations of lender intent and community debt with
19 respect to loans made during marriage, as opposed to collection on a judgment for fraud
20 committed by a spouse during marriage. Mrs. Mona's alleged lack of involvement in the
21 underlying litigation that gave rise to Far West's Judgment is not relevant as to judgment
22 collection. There is no evidence that the assets and debts at issue here were acquired by either of
23 the Monas before marriage.

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

27 1. For the period beginning April 2012 through the present
28 date, financial documents of Judgment Debtor, including, but
not limited to, but not limited to, statements for checking,

1 savings or other financial accounts, securities brokerage
2 accounts, certificates of deposit, shares in banks, savings and loan,
3 thrift, building loan, credit unions, or brokerage houses or
4 cooperative, and records of income, profits from companies, cash
5 on hand, safe deposit boxes, deposits of money with any other
6 institution or person, cash value of insurance policies, federal and
7 state income tax refunds due or expected, any debt payable to or
8 held by or for Judgment Debtor, checks, drafts, notes, bonds,
9 interest bearing instruments, accounts receivable, liquidated and
10 unliquidated claims of any nature, or any and all other assets.

11 23. For the period beginning April 2012 through the present
12 date, Documents relating to monies, gifts, bequests, dispositions,
13 or transfers paid or given to Judgment Debtor.

14 26. For the period beginning April 2012 through the present
15 date, Documents relating to all tangible or intangible property or
16 other assets sold, assigned, transferred, or conveyed by
17 Judgment Debtor to any person or entity.

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

21 See Orders entered 5/13/15 ("May 2015 Orders").

22 In their response to the May 2015 Orders, the Monas did not produce certain bank
23 records purportedly because the bank accounts are in the name of Mrs. Mona only, despite the
24 fact that the accounts hold community property, in violation of the May 2015 Orders. Mrs.
25 Mona made no efforts to produce any documents in response to the May 2015 Orders. Mr.
26 Mona's failure to produce these bank records in response to the January 2013 Order and the
27 October 2013 Order was also a violation of said orders.

28 According to Mrs. Mona's testimony during examination, she has three (3) different bank
29 accounts in her name. The first account is a checking account at Bank of George, which contains
30 approximate \$190,000.00 in purported earnings from design projects performed by Mrs. Mona
31 during the marriage, such that the funds are community property. See Rough Transcript of
32 06/26/15 Judgment Debtor Examination of Mrs. Mona, 26:6-14 and 27:19-29:19 attached as Ex.
33 3 to the Application.

34 The second account is a money market account at the Bank of George, which contains
35 approximately \$300,000.00 that is purportedly the only remaining money from the transfer to
36 Mrs. Mona through the Post-Marital Settlement Agreement. Mrs. Mona testified that she

1 believes she only received approximately \$2 million based upon the Post-Marital Settlement
2 Agreement, instead of the full \$3.4 million identified in the Post-Martial Settlement Agreement.
3 See Rough Transcript of 06/26/15 Judgment Debtor Examination of Mrs. Mona, 21:18-23
4 attached as Ex. 3 to the Application. These funds constitute community property because they
5 were acquired during marriage. This remains true despite the Monas fraudulent transfer of the
6 community property to Mrs. Mona, as explained in more detail below.

7 The third account is a checking account from Bank of Nevada, which is purportedly
8 funded through the money market account at Bank of George, and thus also contains community
9 property.

10 The Monas did not produce any records related to these three (3) accounts that contain
11 community property in Mrs. Mona's name and so it is not possible to determine the account
12 numbers and identifying information associated with these accounts.

13 While the Response mentions the Monas' divorce proceedings, the Response omitted key
14 facts about the divorce, including that the divorce proceeding was only filed on July 2, 2015, and
15 that the Monas testified at their respective judgment debtor examinations just a few days earlier
16 that they had no plans to get divorced. The omission of these material facts in the Response
17 reflects on the Monas' credibility.

18 The fact that Mrs. Mona filed for divorce after the Court issued its Order to Show Cause
19 does not deprive the Court of its jurisdiction to rule on the Order to Show Cause. The Monas
20 have cited to no authority that the filing of a divorce complaint imposes a stay of execution upon
21 a judgment.

22 The Response to the Order to Show Cause complains about the timing of the briefing
23 schedule and the hearing date. However, the Response failed to disclose that Plaintiff offered to
24 both extend the briefing schedule and continue the hearing. At the hearing, the Court offered
25 additional time to the Monas, but the Monas declined. Accordingly, the Court proceeded to issue
26 its ruling.

27 The Monas have preempted the presiding judge as to any request for contempt in the
28 Application, as they are entitled to do. The Court expressly makes no finding of contempt as to

1 Mr. and Mrs. Mona without prejudice to Plaintiff pursuing such a request before another judge.
2 The Court only is considering whether sanctions should be issued pursuant to NRCP 37 as
3 requested in the Application.

4 The Court finds that Mr. Mona violated the January 2013 Order and October 2013 Order
5 by not producing the Post-Marital Settlement Agreement and the bank account records for Mrs.
6 Mona's three (3) bank accounts that contained community property. The Court further finds that
7 both Mr. and Mrs. Mona violated the May 2015 Orders by failing to produce bank records for
8 Mrs. Mona's three (3) bank accounts that contained community property.

9 The Court concludes that Mr. Mona's failure to produce the Post-Marital Settlement
10 Agreement as ordered and Mr. Mona and Mrs. Mona's failure to disclose Mrs. Mona's bank
11 records for the three (3) accounts in Mrs. Mona's name were not substantially justified and
12 constitute serious violations subject to sanctions under NRCP 37. Considering all available
13 sanctions under NRCP 37 for such violations, the Court finds grounds to designate the Post-
14 Marital Settlement Agreement a fraudulent transfer under NRS 112.180 on the merits based on
15 the following badges of fraud associated with that transfer.

16 First, the transfer in the Post-Marital Settlement Agreement was to an insider, Mrs.
17 Mona, as she is the wife of Mr. Mona, a judgment debtor, and was at all relevant times the
18 Trustee of the Mona Family Trust, a judgment debtor.

19 Second, Mr. Mona appears to have retained possession and control over some portion of
20 the funds that were purportedly transferred pursuant to the Post-Marital Settlement Agreement.

21 Third, Mr. Mona concealed the transaction by not producing the Post-Marital Settlement
22 Agreement as required by the January 2013 Order and October 2013 Order and by not disclosing
23 the transfer during his judgment debtor examination on November 25, 2013. Mr. Mona was not
24 truthful when he was asked during the November 25, 2013 examination about what he did with
25 the approximately \$6.8 million dollars.

26 Fourth, prior to effectuating the transfer through the Post-Marital Settlement Agreement,
27 Far West sued and obtained the Judgment against Mr. Mona and the Mona Family Trust.

28 ///

1 Fifth, the Post-Marital Settlement Agreement, and the related transfers of the proceeds
2 from the sale of the stock, transferred substantially all of Mr. Mona's assets as he was insolvent
3 at the time of the transfers, or rendered Mr. Mona insolvent shortly after they was made.

4 Sixth, Mr. Mona concealed assets by failing to disclose the Post-Marital Settlement
5 Agreement in 2013, by not disclosing the transfer during his judgment debtor examination on
6 November 25, 2013, and by not producing the bank account records for the accounts in Mrs.
7 Mona's name.

8 Seventh, at the time of the transfer through the Post-Marital Settlement Agreement, Mr.
9 Mona was insolvent, or the transfer rendered Mr. Mona insolvent shortly after it was made.

10 These considerations are several of many factors in NRS 112.180(2), which provides a
11 non-exhaustive list of considerations that support a determination that there was an actual intent
12 to hinder, delay, or defraud a creditor. To find a fraudulent transfer, not every factor must be
13 shown and the lack of one or more badges of fraud among many is not dispositive. The badges of
14 fraud described above provide overwhelming evidence that the Post-Marital Settlement
15 Agreement was a fraudulent transfer.

16 The Court therefore concludes that the Post-Marital Settlement Agreement is a fraudulent
17 transfer intended to hinder, delay and defraud Plaintiff in its efforts to execute upon the
18 Judgment and the \$6,813,202.20 remains community property that is subject to execution by Far
19 West in satisfaction of its Judgment. The funds in Mrs. Mona's three (3) bank accounts shall be
20 applied towards satisfaction of the Judgment pursuant to NRS 21.320. The Court finds the
21 sanctions imposed herein to be appropriate in light of the very serious misconduct at issue,
22 specifically the failure to disclose documents as ordered, which resulted in the dissipation of
23 millions of dollars in assets, of which only a relatively small amount remains (\$300,000 in Mrs.
24 Mona's Bank of George money market account) and concealment of significant community
25 property (\$190,000.00 in Mrs. Mona's Bank of George checking account) which could have
26 gone to satisfy Plaintiff's Judgment. The Court has also previously found that Mr. Mona is not
27 taking this proceeding seriously. See Order entered 06/17/2015. The sanctions are meant to deter
28 the Monas and future litigants from similar abuses.

1 This Court has authority pursuant to NRS 21.280 and, to the extent Mrs. Mona is
2 considered a third party, pursuant to NRS 21.330, to order Mr. and Mrs. Mona to not dispose
3 and/or transfer their assets as the Court has done in the past and does again in this Order.

4 Based on the foregoing, and good cause appearing:

5 **IT IS HEREBY ORDERED** that the relief requested in the Application is **GRANTED**
6 **IN PART and DENIED IN PART;**

7 **IT IS HEREBY FURTHER ORDERED** that the Monas' purported transfer pursuant to
8 the Post-Marital Property Settlement Agreement is a fraudulent transfer, and the facts proving
9 the fraudulent transfer, including the badges of fraud outlined above, are deemed established;

10 **IT IS HEREBY FURTHER ORDERED** that the facts entitling Plaintiff to execute
11 upon the bank accounts in the name of Mrs. Mona are deemed established;

12 **IT IS HEREBY FURTHER ORDERED** that the Monas are prohibited from claiming
13 that any money purportedly transferred pursuant to the Post-Marital Property Settlement
14 Agreement and any money in the bank accounts in the name of Mrs. Mona are exempt from
15 execution;

16 **IT IS HEREBY FURTHER ORDERED** that the Monas produce any previously
17 undisclosed bank records (including signature cards, bank statements, front and back of all
18 checks, check books and registers, deposit slips or receipts, withdrawal slips or receipts, wire
19 transfer confirmations or reports, etc.) for the past five (5) years, regardless of whose name is on
20 the account, no later than July 20, 2015;

21 **IT IS HEREBY FURTHER ORDERED** that Plaintiff is awarded reasonable expenses,
22 including, without limitation, attorney's fees and costs incurred as a result of the failure to
23 comply with the Court's orders, with Plaintiff to submit a bill of fees and costs no later than July
24 20, 2015; and

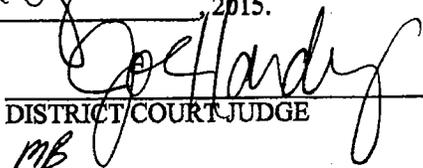
25 **IT IS HEREBY FURTHER ORDERED** that Mr. Mona, Mrs. Mona, and the Monas
26 collectively are prohibited from effectuating any transfers or otherwise disposing of or
27 encumbering any property not exempt from execution and until the money in the bank accounts
28 in the name of Mrs. Mona are applied to Plaintiff's Judgment.

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IT IS HEREBY FURTHER ORDERED that, upon the oral motion of counsel for the Monas, this Order is stayed until July 20, 2015, as to Mrs. Mona only, yet the Monas' obligation to produce bank records is not stayed in any respect.

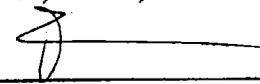
IT IS SO ORDERED.

Dated this 15th day of July, 2015.


DISTRICT COURT JUDGE
MB

Submitted by:

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



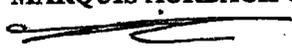
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Approved as to Form and Content by:

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Attorneys for Mr. and Mrs. Mona

EXHIBIT 1

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

APR 27 2012

MJV

APR 30 2012

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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

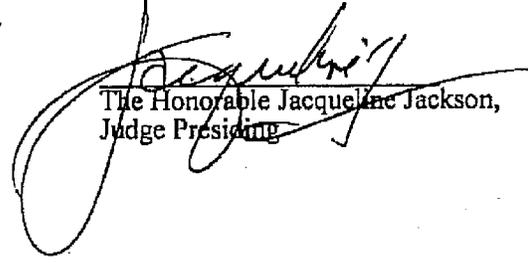
GREEN & HALL
ATTORNEYS AT LAW
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RIVERSIDE, CALIFORNIA 92504
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On February 23, 2012, the Honorable Jacqueline Jackson entered Finding of Fact and Conclusion of Law in the above-referenced matter. Based 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

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ATTORNEYS AT LAW
A PROFESSIONAL CORPORATION

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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
8 no streets, water, electrical, cable, telephone, and the like to which it would connect.
- 9 58. It would also be in the midst of a master-planned community (clubhouse, swimming
10 pools, community parks, common areas everywhere, etc.) that would not be completed.
- 11 59. Any hope of successfully building and selling homes would be gone, and therefore
12 Far West wanted to insure that the infrastructure was going to be completed in a timely
13 manner (by the agreed date of November 1, 2006).
- 14 60. Maize represented to Lissoy that RVN and RVVA could complete all infrastructures
15 by November 1, 2006.
- 16 61. Far West therefore asked Maize to include specific Representation and Warranty in
17 the Purchase Agreements, thereby obligating RVN to complete that entire infrastructure
18 by November 1, 2006.
- 19 62. Far West also secured Representations and Warranties that confirmed what Maize
20 was telling it on behalf of RVN; all necessary water meters would be available to Far
21 West at the close of escrow and there was no claims either pending or threatened by any
22 entity that might otherwise negatively impact the development of Far West's lots and/or
23 the construction of the Project's infrastructure.
- 24 63. Finally, Far West asked Maize to confirm what he had told Lissoy; that the "Due
25 Diligence Documents" given by Maize to Far West included everything that was material
to the transaction.
64. Lissoy also asked Maize about who was financially behind RVN, and when Maize
and Robert Phippen (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
personally guaranteed the Vestin loan, Lissoy asked for written proof.
65. The next day, Richard Van Buskirk (on behalf of Maize) asked for written proof of
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
10 attached- Condition met" (referring to proof of Mona's personal Guaranty as a condition
precedent to escrow closing).

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

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

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

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

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

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

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

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

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

1 **K. May of 2006**

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

4 88. 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 89. The City was threatening to shut down Phase II of the Project (which included the Far
7 West lots) altogether.

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

10 91. 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 92. 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 93. 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 94. Mona knew that this cost overrun was important and needed to be disclosed to Far
19 West.

20 95. 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 96. 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 97. 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
 Construction Loan) that was not used by them for construction.

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

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

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

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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
7 all decisions must therefore be made jointly with Mona.

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

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
14 72 of the lots closed on June 9, 2006, and escrow for the remaining 4 lots closed on
August 31, 2006.

15 99. The Purchase Agreements contain, among others, the following Representations and
16 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:

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

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

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

23 103. "Seller shall use diligent reasonable efforts to ensure that water meters are available
24 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
3 this Agreement..."

4 105. "Each of the representations and warranties set forth in this Section 3 and in Section
5 6.2 is material to and is being relied upon by Buyer and the continuing truth thereof shall
6 constitute a condition precedent to Buyer's obligations hereunder".

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

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

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

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

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

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

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

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

114. At no time did Maize or Mona provide Far West with the following material
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
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.

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.

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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.

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

5
6 118. Here again, Bert threatened RVN that it would "cease to have any powers, rights, or
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
water meters acquired with such amounts funded solely by us".

7
8 119. This was two months before Far West closed the second escrow (August 31).

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

11
12 121. Far West continued with the transaction and the second escrow closed.

13
14 122. In good faith, Far West proceeded with its short-lived plans for development.

15
16 123. The company spent another several million dollars in: (1) completing all of the in-
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.

17
18 124. The Far West project was an island of completed construction in the middle of
uncompleted streets, curbs, gutters, utilities, and the like.

19
20 **M. Mona Unilaterally Conveys RVN's Only Asset and Takes the Remaining
Funds for his and Maize's Personal Use**

21
22 125. Sometime in September of 2006 and less than 30 days after the second Far West
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.

23
24 126. Mona never informed Far West that RVN was transferring the remaining Property to
the lender right after Far West closed escrow.

25
127. RVN also has \$125,000 in its account at El Paseo Bank, which was RVN's only
bank account.

128. On or about November 13, 2006, Mona and Maize decided to take that money for
themselves via checks to the Mona Family Trust and World Development, despite having
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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

F. Maize Acted as Mona's Agent

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

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

27. California law governs any alter ego analysis.

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

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

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

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

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

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.

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III. FAR WEST IS ENTITLED TO THE INTERPLEAD FUNDS

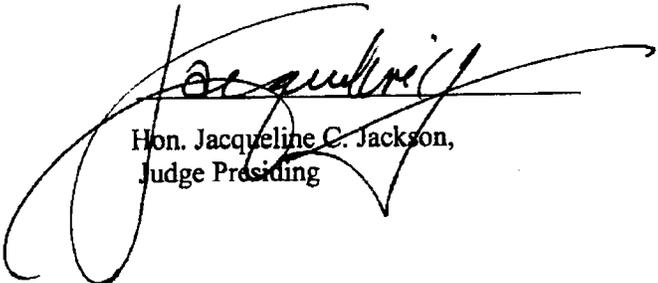
35. Defendant Fidelity National Title Company filed a Cross-Complaint in Interpleader, thereby depositing \$32,846 with the Court pursuant to Section 386.1 of the California Code of Civil Procedure.

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

IV. JUDGMENT TO BE ISSUED

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

Dated: March 5, 2012



Hon. Jacqueline C. Jackson,
Judge Presiding

IN THE SUPREME COURT OF THE STATE OF NEVADA

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

Petitioners,

v.

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.

Electronically Filed
Aug 14 2015 03:51 p.m.
Tracie K. Lindeman
Clerk of Supreme Court

Case No.: 68434

District Court Case No.: A-12-670352-F

**OPPOSITION TO PETITIONERS'
EMERGENCY MOTION FOR RELIEF UNDER NRAP 27(E)**

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Nevada Bar No. 9549
RACHEL E. DONN, ESQ.
Nevada Bar No. 10568
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*Attorneys for Real Party in Interest
Far West Industries*

Real Party in Interest, FAR WEST INDUSTRIES ("Far West"), by and through its undersigned attorneys, hereby opposes Petitioner's Emergency Motion for Relief Under NRAP 27(e) ("Emergency Motion"). This opposition is based on the pleadings and papers, the following points and authorities and any argument the Court may allow regarding this matter.

MEMORANDUM OF POINTS AND AUTHORITIES

INTRODUCTION

The Superior Court of the State of California, County of Riverside, ("California Court"), finding Michael J. Mona, Jr. ("Mr. Mona") guilty of fraud and Mr. Mona to be the alter ego of the Mona Family Trust Dated February 21, 2002 ("Mona Family Trust") awarded Far West a judgment of approximately \$18,000,000.00 against Mr. Mona and the Mona Family Trust. See Judgment and Findings of Fact and Conclusions of Law ("Judgment"), attached hereto as **Exhibit 1**. Mr. Mona did not limit his fraud and deceit to the underlying action, but has persisted with this conduct during Far West's attempts to execute upon the Judgment, and Mr. Mona's wife, Rhonda Helene Mona ("Mrs. Mona") has become involved in Mr. Mona's fraudulent and deceitful conduct. The District Court properly found that Petitioners, Mr. and Mrs. Mona, violated court orders, lied under oath and made gross omissions in their briefing. The Monas waged a campaign spanning two years in an effort to avoid satisfying the Judgment. The Monas' efforts to avoid the Judgment include transfers between spouses, transfers to their children, and now a sham divorce.

The Monas' Writ Petition and request for stay have little to do with the merits of the dispute, and appear to be nothing more than an attempt to further delay and frustrate Far West's efforts to execute upon the Judgment. For example, the Monas disingenuously request that this Court stay the entire collection proceeding, instead of just the Eighth Judicial District Court's ("District Court")

Order Regarding Order to Show Cause Why Accounts of Rhonda Mona Should Not Be Subject to Execution and Why the Court Should Not Find Monas in Contempt (“Sanction Order”). See Sanction Order, attached hereto as **Exhibit 2**. While Far West understands that the Monas would like to freeze all collection efforts, the Monas do not have any legal basis to do so. As set forth below, the District Court properly issued sanctions against the Monas and no stay is appropriate.

I. SUMMARY OF RELEVANT FACTS

A. Entry of the Fraud Judgment

In April 2012, the California Court entered the Judgment in favor of Far West of more than \$18,000,000.00 against Petitioner Michael J. Mona, Jr., and the Mona Family Trust, for fraud, among other claims. See Judgment, Ex. 1. With interest accruing at more than \$4,000.00 per day, the Judgment is currently in excess of \$23,000,000.00. While the Monas argue that they have “already partially satisfied the judgment,” (see Emergency Motion, p. 5) the Monas conveniently omit that they have failed to voluntarily pay *anything* towards the Judgment. To date, despite significant efforts, Far West has collected approximately \$25,000.00, or approximately 1/10th of 1% of the Judgment.¹

B. Initial Judgment Debtor Examination Proceedings

On October 18, 2012, Far West domesticated the Judgment in Nevada. On January 30, 2013, the District Court entered its original order for the judgment debtor examination of Mr. Mona (“First JDE Order”).² See First JDE Order, attached hereto as **Exhibit 3**. The First JDE Order required Mr. Mona to produce all of his financial records and any contracts to which he was a party. Id. After

¹ Far West’s collections have come from involuntary garnishments of Mr. Mona’s wages.

² For ease of reference to the numerous dates mentioned in this opposition, a timeline of key events is attached hereto as **Exhibit 13**.

months of delays by Mr. Mona, including failing to appear for duly scheduled judgment debtor examination, the Court entered another order requiring that that Mr. Mona complete his production of the documents by September 25, 2013 (“Second JDE Order”). See Second JDE Order, attached hereto as **Exhibit 4**. Rather than comply with the First and Second JDE Orders, in September of 2013, Mr. Mona inundated Far West with approximately 33,000 pages of documents, which can only be characterized as a “document dump.”

Unbeknownst to Far West at the time, the Monas had recently sold community property shares of Medical Marijuana, Inc. for \$6,813,202.20. The sale of these shares occurred from March 2013 through August 2013, which was just two months after the Court entered the First JDE Order and one month prior to the deadline for Mr. Mona to complete production of the required documents. See Post-Marital Property Settlement Agreement on September 13, 2013, attached hereto as **Exhibit 5**. Sitting on \$6.8MM with Mr. Mona’s judgment debtor examination looming, the Monas devised a plan to turn themselves from millionaires to paupers in just a few weeks.

First, the Monas executed a Post-Marital Property Settlement Agreement on September 13, 2013, just 12 days prior to the September 25, 2013 deadline to complete the production of documents. See Post-Marital Property Settlement Agreement, Ex. 5. The Post-Marital Property Settlement Agreement purports to divide the \$6,813,202.20 proceeds equally between the Monas as their separate property, with each receiving \$3,406,601.10. Id. Second, Mr. Mona transferred his \$3.4MM to his entities in the form of loans and other contributions.³

³ On 11/14/13, just eleven days before the judgment debtor examination scheduled for 11/25/13, Mr. Mona sold a note in the amount of \$2,6MM from Roen Ventures, LLC (“Roen”) along with his 50% membership interest in Roen, (which held hundreds of millions of dollars in assets in the form of a note convertible to \$215,500,000.00 in stock) to Mai Dun, LLC for a mere \$500,000.00. Thus, Mr. Mona converted millions of dollars in assets into a few hundred thousand dollars of cash just so he could avoid satisfying Far West’s Judgment.

In sum, Mr. Mona disposed of \$6.8MM within two months of the scheduled judgment debtor examination. This sequence of events demonstrates that Mr. Mona intentionally delayed the judgment debtor examination for months in order to unlawfully dissipate his assets without interference or oversight.

At his November 25, 2013 judgment debtor examination, when asked what he did with the \$6.8MM in stock sale proceeds, Mr. Mona perjured himself, refusing to disclose the \$3.4MM transfer to his wife. See Sanction Order, Ex. 2 at 4:4-6. Instead, Mr. Mona testified that he paid some “personal bills” and loaned the rest to Roen Ventures, LLC, a company for which he was 50% owner. Id. 4:6-22. Notably, Mr. Mona also failed to produce the Post-Marital Property Settlement Agreement, despite the First and Second JDE Orders requiring him to produce all of his financial records and contracts to which he was a party. Id. at 4:1-3.

C. Recent Judgment Debtor Examination Proceedings

On May 13, 2015, the District Court entered orders scheduling the judgment debtor examinations of Mr. and Mrs. Mona. See Third JDE Order and Fourth JDE Order, attached hereto as **Exhibits 6 and 7**, respectively. Mrs. Mona was a trustee of the Mona Family Trust, one of the judgment debtors, and the District Court ordered her to appear in that capacity. See Fourth JDE Order, Ex. 7. The Third and Fourth JDE Orders set forth a list of documents that Mr. and Mrs. Mona were required to produce, including all bank records and documents evidencing any of their assets. See Third JDE Order, Ex. 6, and Fourth JDE Order, Ex. 7.

Among the documents produced by the Monas in conjunction with the Third and Fourth JDE Orders was the Post-Marital Property Settlement Agreement that Mr. Mona failed to produce almost two (2) years earlier. However, as Far West learned at the judgment debtor examination of Mrs. Mona, the Monas still continue to withhold bank records in the name of Mrs. Mona, despite the fact that the accounts hold community property.

Mrs. Mona begrudgingly testified at her examination that she has three (3) different bank accounts in her name, which hold approximately \$190,000.00 in earnings from design projects performed by Mrs. Mona during the marriage, and approximately \$300,000.00 – the only money remaining from the \$6.8MM purportedly split between Mr. and Mrs. Mona. See Transcript of 06/26/15 Judgment Debtor Examination of Mrs. Mona, attached hereto as **Exhibit 8**, 29:2-19; 30:24-32:24; 40:23-41:4. To date, the Monas still failed to produce any records related to these accounts, despite the fact that they contain community property subject to execution to satisfy Far West’s Judgment.

Based upon the Monas’ repeated failure to produce the required documents pursuant to District Court orders and the fact that Mr. Mona lied at his judgment debtor examination, the District Court sanctioned the Monas. The District Court further found the Post-Martial Property Settlement Agreement was a fraudulent transfer. The District Court determined that Far West may execute upon the previously undisclosed bank accounts in Mrs. Mona’s name, finding that they contain community property.⁴ Petitioners’ Emergency Motion is just a further attempt to delay paying their debts.

II. THE COURT SHOULD DENY PETITIONERS’ EMERGENCY MOTION

A. This Court Should Deny the Emergency Motion Due to the Monas’ Failure to Comply With NRAP 27.

The Monas’ Emergency Motion fails to comply with NRAP 27(e) and the Court should decline to hear it as a result. While the declaration attached to the Emergency Motion does reference a telephone call between counsel on July 10, 2015 where counsel said they “were going to seek emergency relief,” this falls far

⁴ Notably, the Monas do not dispute that the Bank of George checking account contains community property, yet they still ask this Court to enjoin Far West’s ability to execute upon that account.

short of the requirements of NRAP 27(e)(3).⁵ The Monas did not address the service of the Emergency Motion or their failure to do so in advance of filing the Emergency Motion with this Court. One can only assume that the reason these issues were not addressed is because no reasonable effort was made to notify Far West's counsel of the substantive basis and allegations in the Emergency Motion in a timely manner.

The Emergency Motion further fails to allege that all grounds in their Emergency Motion were submitted to the District Court, or explain why this did not occur. NRAP 27(e)(4). This is a mandatory requirement for an Emergency Motion, with the rule unequivocally stating "the motion **shall** state whether all grounds advanced...were submitted to the district court, and, if not, **why the motion should not be denied.**" NRAP 27(e)(4) (emphasis added). This omission, in and of itself, is a basis for denial. Additionally, the Monas did not advance all grounds in the Emergency Motion in the District Court. For example the Emergency Motion alleges for the first time that the Monas were entitled to an evidentiary hearing specifically to trace the source of the assets. The Monas provide no basis for not raising this argument in the District Court, and it is respectfully submitted that is because no reasonable basis exists. The Emergency Motion is facially deficient and this Court should dismiss it as a result.

B. This Court Should Deny the Emergency Motion Pursuant to NRAP 8.

a. The Court Should Deny the Emergency Motion Because the Monas Failed to First Motion the District Court.

NRAP 8 states a "party **must**...move first in the district court for ...a stay." NRAP 8(a)(emphasis added). While counsel for the Monas did make an oral

⁵ While based on the Monas' counsel's own representations, they intended to seek emergency relief from this Court as early as July 10, 2015, instead of filing and serving Far West's counsel in a timely manner, they waited until Friday afternoon (July 17, 2015) to file a request seeking relief for that Monday (July 20, 2015), in what can only be interpreted as an effort to frustrate Far West's ability to respond.

request for the District Court to stay execution to allow them to file for an appeal, they did not request the District Court extend the stay once the Monas filed the Writ. Additionally NRAP 8(a)(2) requires the Emergency Motion to show that first moving in the District Court would be impracticable or that the District Court had already denied their request. The Emergency Motion fails to make either of these assertions, and it is respectfully submitted, that is because neither such assertion is true.

b. An Analysis of the NRAP 8(c) Factors Requires that this Court Deny the Emergency Motion.

i. The Object of the Writ Petition Will Not be Defeated if the Injunction is Denied.

The Monas are blatantly attempting to delay Far West's ability to execute upon the Judgment, to allow them to dissipate the limited remaining money in the interim. Based upon the Monas' fraudulent transfers, concealment of records and lying under oath, Far West already lost the ability to collect upon the \$6.8MM, with only \$300,000.00 of that money left to execute upon. The Monas are not requesting to maintain the status quo. Rather they are asking this Court for additional time to spend the last bit of money remaining for Far West to execute upon.

Moreover, in the event that this Court reverses the District Court, the Court can simply order Far West to return any money that it has executed upon from the bank accounts in question. Money is fungible, not unique, such that Far West executing upon that money would not defeat the object of the writ petition. Therefore, this factor does not support Petitioner's request to enjoin

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ii. The Monas Will Not Suffer Irreparable or Serious Harm if the Injunction is Denied.

Money is fungible, not unique, such that Far West executing upon that money would not create irreparable harm. See Excellence Cmty. Mgmt. v. Gilmore, 131 Nev. Adv. Op. 38 (2015) (in preliminary injunction case, “Irreparable harm is an injury ‘for which compensatory damage is an inadequate remedy.’”) (citing Dixon v. Thatcher, 103 Nev. 414, 415, 742 P.2d 1029, 1029 (1987)). In the event that this Court reverses the District Court, the Court can simply order Far West to return the money that it has executed upon.

iii. Far West Will Suffer Serious Injury if the Injunction is Granted.

As illustrated by the facts above, the Monas have the ability to hide and transfer millions of dollars in just a matter of weeks. Far West already lost the ability to collect upon the \$6.8MM, with only \$300,000.00 of that money left to execute upon. If the Monas are allowed to continue their practice of transferring away all of their assets to avoid Far West’s Judgment, Far West will suffer the serious injury of being unable to satisfy its judgment. See In re Focus Media Inc., 387 F.3d 1077, 1086 (9th Cir. 2004) (specter of irreparable harm raised when there was evidence of past dissipation of millions of dollars by party to be enjoined from using funds that movant sought to recover).

iv. The Monas Are Not Likely to Prevail on the Merits of the Writ Petition

1. The District Court had jurisdiction over Mrs. Mona

The Monas take the bizarre position that the District Court had the power to order Mrs. Mona to produce records and appear at a judgment debtor examination, but that the District Court was powerless to issue sanctions against Mrs. Mona for violating that order. This argument defies logic. If the District Court can order

Mrs. Mona to appear for a judgment debtor examination, which she did without objection, the District Court must also have the authority to sanction Mrs. Mona for violating that order. For the same reasons that the District Court had the power to order Mrs. Mona to produce documents and appear at her judgment debtor examination, the District Court had the power to sanction Mrs. Mona for violating that order.

The Court acquired jurisdiction over Mrs. Mona when its order requiring her to appear for the judgment debtor examination was duly served upon her. It is undisputed that the Mona Family Trust is a judgment debtor and that Mrs. Mona was a trustee of the Mona Family Trust.⁶ The order requiring Mrs. Mona to appear for a judgment debtor examination identified Mrs. Mona as the trustee of the Mona Family Trust. See Fourth JDE Order, Ex. 7.

Consistent with the Monas' conduct throughout this action, Mrs. Mona attempted to avoid service of the Fourth JDE Order. Pursuant to NRS 14.090(1)(b), Far West requested to serve Mrs. Mona by certified or registered mail because the Monas' residence was gated and entry through the locked gate was not reasonably available. See Ex Parte Motion to Serve Rhonda Mona as Trustee of the Mona Family Trust Dated February 12, 2012 Via Certified or Registered Mail Pursuant to NRS 14.090(1)(b), attached hereto as **Exhibit 9**. On May 26, 2015, the District Court entered an order permitting service upon Mrs. Mona by certified or registered mail. See Order Granting Ex Parte Motion to Serve Rhonda Mona as Trustee of the Mona Family Trust Dated February 12, 2012 Via Certified or Registered Mail Pursuant to NRS 14.090(1)(b), attached hereto as **Exhibit 10**. That same day, Far West served the Fourth JDE Order upon Mrs. Mona via certified and registered mail. See Certificate of Service Via U.S. Postal

⁶ The week before her judgment debtor examination, Mrs. Mona apparently resigned as a trustee of the Mona Family Trust, but refused to testify at her judgment debtor examination as to why she resigned.

Service on Rhonda Mona, Trustee of the Mona Family Trust Dated February 12, 2012, attached hereto as **Exhibit 11**.⁷

To the extent there was any question about the Court's jurisdiction over Mrs. Mona, Mrs. Mona appeared pursuant to the Fourth JDE Order without raising any objection as to personal jurisdiction. Moreover, Mrs. Mona and her counsel participated in a telephonic hearing with the District Court to address the scope of Mrs. Mona's examination. At no time prior to or during the telephonic hearing or judgment debtor examination did Mrs. Mona object on the basis of personal jurisdiction. Therefore, any objection on the basis of personal jurisdiction (were it even to have a basis) has been waived. See Hansen v. Eighth Judicial Dist. Court ex rel. Cnty. of Clark, 116 Nev. 650, 656, 6 P.3d 982, 986 (2000) (objection to personal jurisdiction is waived if not timely raised in motion or responsive pleading).

2. The District Court did not "add new parties" to the Judgment

The Monas falsely accuse Far West of adding Mrs. Mona as a party to the Judgment. The Judgment has always been against Mr. Mona and the Mona Family Trust. Far West has never argued that Mrs. Mona should be added as a party to the Judgment based upon alter ego, such that Petitioner's citation to Callie v Bowling, 123 Nev. 181, 186, 160 P.3d 878, 881 (2007), is inapposite.

It is well established Nevada law that a judgment creditor can execute against community property in its entirety regardless of whether the judgment is

⁷ To the extent Mrs. Mona argues that she avoided service of the Fourth JDO Order by not picking up her mail, that argument is frivolous and her attempt to avoid service is ineffective. See Broad. Music, Inc. v. Blueberry Hill Family Rests., Inc., 899 F. Supp. 474, 476 (D. Nev. 1995) (in case where defendant refused certified mailing, "This court will not accept Blueberry Hill's implicit, but unsupported, argument that nine letters went undelivered. The argument approaches the frivolous given that Blueberry Hill recognized and refused to accept mail from BMI that required a return receipt. Simply stated, Blueberry Hill cannot claim innocence after actively, though ineffectively, attempting to ignore BMI.")

only against one spouse for tortious conduct. In Randono v. Turk, the Nevada Supreme Court held that all community property was subject to a judgment against a tortfeasor husband, regardless of whether the non-tortfeasor wife was not party to the underlying litigation. 86 Nev. 123, 131, 466 P.2d 218, 223 (1970). The judgment creditors obtained a judgment against the husband based on the husband's fraudulent inducement and fraudulent misrepresentations and the lower court made the husband's community property and wife⁸ liable for the judgment against the husband. 86 Nev. at 129-30, 131, 466 P.2d at 222-23. The Supreme Court stated, "If community property can be given away by the husband (Nixon v. Brown, 46 Nev. 439, 214 P. 524 (1923)) and is subject to his debts upon his death (NRS 123.260), we see no reason why it is not subject to his debts, whether arising out of tort or contract, during his lifetime." 86 Nev. at 132, 466 P.2d at 224.

The Nevada Supreme Court and other courts have repeatedly recognized the principle that a judgment against one spouse can be enforced against all community property, including the non-judgment debtor spouse's portion. See Cirac v. Lander Cnty., 95 Nev. 723, 731, 602 P.2d 1012, 1017 (1979) ("this court has recognized the fact that community property of spouses may be subject to liability of judgments whether or not the wife was a party to the suit.")⁹

In its analysis of Nevada's community property law with respect to judgment collection, the federal district court for the District of Nevada explained:

However, a tort committed during the marriage by one spouse is considered a community debt, and the entirety of the community property is subject to a judgment against the tortfeasor spouse, even if

⁸ The Nevada Supreme Court has since clarified that a spouse cannot be held personally liable for the wrongdoing of a spouse simply by virtue of being married. Jewett v. Patt, 95 Nev. 246, 247-48, 591 P.2d 1151, 1152 (1979). However, in that decision, the Court cited to Randono and indicated whether community property is subject to the judgment against the wrongdoing spouse is a separate consideration. Id.

⁹ See also, In re Bernardelli, 12 B.R. 123, 123 (Bankr. D. Nev. 1981); Nelson v. United States, 53 F.3d 339, 1995 WL 257884, *1 & fn. 1 (9th Cir. 1995); F.T.C. v. Neiswonger, 580 F.3d 769, 776 (8th Cir. 2009).

the other spouse was not a named party to the suit. . . .

Because the conduct giving rise to Plaintiffs' claim against Rick Rizzolo occurred during the marriage, Plaintiffs' claim against Rick Rizzolo is a community debt. Lisa Rizzolo's separate property is not subject to the judgment, but the entire community is subject to a judgment, even though Lisa Rizzolo was not a named party to the lawsuit Plaintiffs filed against Rick Rizzolo. Accordingly, Lisa Rizzolo's share of the community property is "subject to process by a creditor holding a claim against only one tenant" as set forth in NUFTA § 112.150(2)(c), and therefore falls within the definition of an "asset" that can be fraudulently transferred.

Henry v. Rizzolo, 2012 WL 1376967, *2-3 (D. Nev. April 19, 2012) (internal citations omitted).

Moreover, Nevada statute expressly permits the District Court to order the property of the judgment debtor in the hands of another person to be applied to the satisfaction of the judgment. NRS 21.320. "The judge or master may order any property of the judgment debtor not exempt from execution, in the hands of such debtor or any other person, or due to the judgment debtor, to be applied toward the satisfaction of the judgment." Id. Thus, the fact that the Monas put community property into the name of Mrs. Mona alone does not affect Far West's ability to execute upon that property.

Here, Far West must be allowed to collect against the entirety of the Monas' community property because Mr. Mona committed fraud on Far West during the Monas' marriage. As in Randono, Mr. Mona's fraudulent misrepresentations resulted in Far West obtaining a judgment against him that can be executed against the Monas' community property, including Mrs. Mona's portion, regardless of whether Mrs. Mona was subject to the prior litigation. While Mrs. Mona is not personally liable for the intentional tort of her husband simply by virtue of their marriage, Mr. Mona's fraud committed during marriage is a community debt, as explained in Henry, and as such, the Monas cannot shield community assets from Far West's execution. Therefore, Far West's collection against the entirety of the

Monas' community property is appropriate, even though Mrs. Mona is not named in the judgment.

3. There was no "meet and confer" requirement

In an apparent attempt to minimize their misconduct, the Monas mislead this Court suggesting that the sanctions were the result of a motion to compel discovery. That is untrue. After discovering the Monas' lies and concealment of critical records in violation of the orders for the judgment debtor examinations, Far West asked the District Court to enter an order to show cause why the Monas should not be sanctioned and why Far West should not be allowed to execute upon the community property hidden in Mrs. Mona's bank accounts. The District Court entered the order to show cause, set a briefing schedule and set a hearing date giving the Monas notice and an opportunity to respond. See Order To Show Cause Why Accounts Of Rhonda Mona Should Not Be Subject To Execution And Why The Court Should Not Find Monas In Contempt ("Order to Show Cause"), attached hereto as **Exhibit 12**.

The meet and confer requirement of NRCP 37(2)(A), upon which Petitioners' rely, only applies "[i]f a party fails to make a disclosure required by Rule 16.1(a) or 16.2(a)." In this judgment enforcement action, neither NRCP 16.1(a) or 16.2(a) is applicable, such that the meet and confer requirement is likewise not applicable. Petitioners' failed to produce documents in violation of court orders, not in violation of NRCP 16.1(a) or 16.2(a). Therefore, there was no meet and confer obligation under NRCP 37(2)(A).¹⁰

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¹⁰ For these same reasons, EDCR 2.34 is not applicable. Moreover, Far West was not attempting to compel the disclosure of the Post-Martial Settlement Agreement, but was rather seeking sanctions based upon the fact it was produced almost two (2) years late and after the vast majority of the money had already been disposed of by the Monas.

4. The Monas had notice and an opportunity to be heard

As explained above, before issuing any sanctions, the District Court entered the order to show cause, set a briefing schedule and set a hearing date. Before the hearing, counsel for Far West offered to continue the briefing schedule and hearing date, but Petitioners refused. See Pet'rs' App., vol. 2, 317, Show Cause Hr'g: Why Accounts of Rhonda Mona Should Not Be Subject to Execution and Why the Court Should Not Find the Monas In Contempt, July 9, 2015 ("OSC Hearing") Tr. 16:2-4, (counsel for the Monas acknowledging that "[Mr. Edwards] did offer me the opportunity to continue the hearing. He offered that."). At the hearing on the order to show cause, the District Court offered the Petitioners additional time, but Petitioners' refused. Thus, the Monas' repeated arguments that they did not have notice or an opportunity to be heard is simply false. Id. at vol. 2, 316-17, 15:25-16:18.

5. The District Court did not need to hold an evidentiary hearing

The Petitioners incorrectly argue that Nevada Power Co. v. Fluor Illinois, 108 Nev. 638, 837 P.2d 1354 (1992), requires an evidentiary hearing before any sanctions under NRCP 37 may be issued. That is not the law in Nevada. In Fluor, the Court held that when imposing the sanction of dismissal with prejudice, if there were factual questions, those questions should be resolved by an evidentiary hearing. Id. at 644-45. In the present case, an evidentiary hearing was not required because: (1) the sanctions did not involve dismissal with prejudice; and (2) there were no questions of fact, as Monas testified under oath to all of the facts necessary to establish that the sanctions were appropriate.

In the Emergency Motion and Writ Petition, in an attempt to create an issue of fact, the Monas say that the District Court should have held "an evidentiary hearing and trace the source of the assets" in the subject bank accounts. See

Emergency Motion, p. 9. This tracing of the source of the money is the only issue of fact raised by the Monas. However, the Monas' never raised the issue of tracing with the District Court, such that the issue is now waived on appeal. The "failure to raise an argument in the district court proceedings precludes a party from presenting the argument on appeal." Mason v. Quisenaire, 122 Nev. 43, 48, 123 P.3d 446, 449 (2006). The failure to raise issues in the lower court is deemed to be a waiver of these issues on appeal. Cervantes v. Health Plan of Nevada, 127 Nev. Adv. Rep. 70, 263 P.3d 261, 263 (2011).

Moreover, Mrs. Mona testified under oath as to the source of the funds, such that there is no question of fact. During her judgment debtor examination, Mrs. Mona reluctantly testified that she has a checking account at Bank of George in which she holds approximately \$190,000.00 that she earned from design work performed during the marriage.

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

A Yes.

Q Where are those accounts?

A Bank of George. . . .

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

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

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

THE WITNESS: About 190,000.

BY MR. EDWARDS: In the Bank of George checking account?

A Uh-huh.

Q Okay. So that's money you owned – you earned from working?

A Uh-huh.

Q What do you do for work?

A Designer.

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

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

Q Okay. When did you get that lump sum?

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

See Ex. 8, 29:11-15; 30:24-32:14.¹¹

Mrs. Mona testified that money market account at Bank of George holds the money remaining from her share of the Post-Marital Property Settlement Agreement.

Q So do I have it right, that the money in the Bank of George money market account is the remaining money from the money he gave you --

A Correct.

Q -- associated with the post-marital agreement?

A Correct.

Id. at 40:23-41:4.

Finally, Mrs. Mona testified that her third account, at Bank of Nevada, is funded from the Bank of George money market account.

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

A Correct.

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

A No.

Id. at 35:12-19.

¹¹ The Monas have been married for more than 30 years. Id. at 34:12-14.

With this undisputed testimony, there is no issue of fact with regard to tracing the source of the funds. Moreover, the Monas failed to raise the issue of tracing with the District Court, such that the issue is waived on appeal. For these reasons, there was no need to hold an evidentiary hearing.

6. The District Court considered the relevant factors in rendering the sanctions

The Petitioners argue that the District Court was required to and failed to consider the factors under Young v. Johnny Ribeiro Bldg., Inc., 106 Nev. 88, 92-93, 787 P.2d 777, 779-80 (1990). However, the Young factors only apply when the sanction is dismissal with prejudice, which is not applicable here. Moreover, the Young case merely identified certain factors that the District Court “may properly consider.” Id. (emphasis added). The District Court is not limited to the factors identified in Young. Id.

In this case, the District Court entered a detailed, express, and carefully written explanation of its analysis. See Ex. 2. Although the Sanction Order did not need to address the Young factors as it did not dismiss a case with prejudice, the factors were addressed in the Sanction Order.

(a) The sanctions are to be just and relate to the claims which were at issue in the order which is violated.

The orders for the judgment debtor examinations expressly require the production of all financial information and relevant contracts to prevent the judgment debtors from concealing assets. However, in violation of the orders, the Monas concealed and lied about their assets, and specifically hid the Post-Marital Property Settlement Agreement and the bank accounts in Mrs. Mona’s name. The sanctions are therefore just and related directly to the Post-Marital Property Settlement Agreement and the bank accounts in Mrs. Mona’s name.

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(b) The District Court also considered: the degree of willfulness of the offending party; the extent to which the non-offending party would be prejudiced by a lesser sanction; the severity of the sanction relative to the severity of the discovery abuse; whether assets have been irreparably lost; the feasibility and fairness of alternative, less severe sanctions, such as an order deeming facts relating to improperly withheld or destroyed evidence to be admitted by the offending party; the policy favoring adjudication on the merits; whether sanctions unfairly operate to penalize a party for the misconduct of his or her attorney; and the need to deter both the parties and future litigants from similar abuses.

The Sanction Order addressed these factors when it stated:

Mr. Mona's deceit and omission cannot be excused by a lack of memory because the purported transfer through the Post-Marital Settlement Agreement occurred only shortly before his examination. Likewise, Mr. Mona's deceit and omission cannot be blamed on his attorney, as Mr. Mona was in control of his testimony at the judgment debtor examination in 2013. At his more recent judgment debtor examination, Mr. Mona admitted that he should have produced the Post-Marital Settlement Agreement in 2013 and that he should have disclosed it during the November 25, 2013 examination and, on this point, the Court agrees with Mr. Mona.

See Ex. 2 at pp. 4-5.

In their response to the May 2015 Orders, the Monas did not produce certain bank records purportedly because the bank accounts are in the name of Mrs. Mona only, despite the fact that the accounts hold community property, in violation of the May 2015 Orders. Mrs. Mona made no efforts to produce any documents in response to the May 2015 Orders. Mr. Mona's failure to produce these bank records in response to the January 2013 Order and the October 2013 Order was also a violation of said orders.

Id. at 6.

The Court concludes that Mr. Mona's failure to produce the Post-Marital Settlement Agreement as ordered and Mr. Mona and Mrs. Mona's failure to disclose Mrs. Mona's bank records for the three (3) accounts in Mrs. Mona's name were not substantially justified and **constitute serious violations** subject to sanctions under NRCP 37. **Considering all available sanctions under NRCP 37** for such violations, the Court finds grounds to designate the Post-Marital Settlement Agreement a fraudulent transfer under NRS 112.180 **on the merits** based on the following badges of fraud associated with that transfer.

Id. at 8 (emphasis added).

The Court finds the sanctions imposed herein to be appropriate in light of the **very serious misconduct** at issue, specifically the failure to disclose documents as ordered, **which resulted in the dissipation of millions of dollars in assets**, of which only a relatively small amount remains (\$300,000 in Mrs. Mona's Bank of George money market account) and concealment of significant community property (\$190,000.00 in Mrs. Mona's Bank of George checking account) which could have gone to satisfy Plaintiff's Judgment. The Court has previously found that Mr. Mona is not taking this proceeding seriously. See Order entered 06/17/2015. **The sanctions are meant to deter the Monas and future litigants from similar abuses.**

Id. at 9 (emphasis added).

IT IS HEREBY FURTHER ORDERED that the Monas' purported transfer pursuant to the Post-Marital Property Settlement Agreement is a fraudulent transfer, and the facts proving the fraudulent transfer, including the badges of fraud outlined above, **are deemed established;**

IT IS HEREBY FURTHER ORDERED that the facts entitling Plaintiff to execute upon the bank accounts in the name of Mrs. Mona **are deemed established;**

Id. at 10 (emphasis added).

Therefore, although the District Court did not need to address the Young factors as it did not dismiss a case with prejudice, the factors were addressed in the Sanction Order.

7. The District Court properly found that the Post Marital Settlement Agreement was a fraudulent transfer.

The District Court properly recognized that married couples cannot avoid community debts by making fraudulent transfers. Henry v. Rizzolo, 2012 WL 1376967, *3 (D. Nev. April 19, 2012). Yet, that is exactly what the Monas attempted with the Post Marital Property Settlement Agreement. After analyzing in detail the badges of fraud and the severity of the misconduct by the Monas, the Court properly concluded that the Post-Marital Property Settlement Agreement was a fraudulent transfer. The Monas failed to raise any issue of fact with regard to that conclusion, such that they cannot do so now on appeal. Mason v. Quisenaire, 122 Nev. 43, 48, 123 P.3d 446, 449 (2006); Cervantes v. Health Plan

of Nevada, 127 Nev. Adv. Rep. 70, 263 P.3d 261, 263 (2011).

III. IF THIS COURT GRANTS PETITIONERS' REQUEST FOR AN INJUNCTION, IT SHOULD REQUIRE A SUBSTANTIAL BOND

Pursuant to NRAP 8(a)(E), "the court may condition relief on a party's filing a bond or other appropriate security in the district court." NRAP 8(a)(E). As addressed above and in the Sanction Order, Far West has already lost millions of dollars based upon the Monas' fraud, deceit and concealment. To prevent any further loss, if this Court stays the entire collection proceeding, the Monas' should be forced to post a bond in the amount of the Judgment of no less than \$23,000,000.00. If this Court only prevents Far West from executing on the bank accounts in Mrs. Monas' name, the required bond should be in the amount of the balance of the subject bank accounts, which, according to Mrs. Mona's testimony, is approximately \$490,000.00.

CONCLUSION

For the above-stated reasons, it is respectfully submitted that this Court should deny Petitioners' Emergency Motion. In the alternative, should this Court grant Petitioners' Emergency Motion, it is respectfully submitted that it should order as a condition of such injunctive relief that Appellant post a bond in the amount of \$23,000,000.00 or \$490,000.00, depending on the scope of the stay, along with such other and further relief this Court deems just and proper.

Dated this 29th day of July, 2015.

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CERTIFICATE OF MAILING

I HEREBY CERTIFY that, on the 29th day of July, 2015, I deposited for mailing in the U.S. Mail a true and correct copy of the foregoing OPPOSITION TO PETITIONERS' EMERGENCY MOTION FOR RELIEF UNDER NRAP 27(E), postage prepaid and addressed to:

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