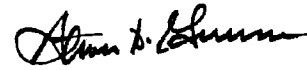


EXHIBIT 9

EXHIBIT 9


CLERK OF THE COURT

1 **OSC**
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 TO SHOW CAUSE WHY ACCOUNTS OF RHONDA**
28 **MONA SHOULD NOT BE SUBJECT TO EXECUTION AND WHY THE**
COURT SHOULD NOT FIND MONAS IN CONTEMPT

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

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

36 ///

1 IT IS ORDERED that Defendants shall come before the above-referenced Court on the
2 9th day of July, 2015 at 9:00 a.m. to show cause:

3 (1) Why the bank accounts in the name of Rhonda Mona, wife of Judgment Debtor
4 Michael Mona, Jr., should not be subject to execution to satisfy Plaintiff's judgment; and

5 (2) Why the Court should not sanction the Monas and find Mr. Mona in contempt of
6 Court for failure to comply with Court orders demanding production of documents and for lying
7 during the previous judgment debtor examination.

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

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

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

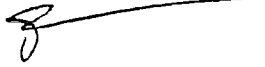
16 IT IS FURTHER ORDERED that Plaintiff shall serve and file any written reply no later
17 than July 8, 2015 at 5:00 p.m.

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

21 Dated this 30th of June 2015.

22
23 Joe Hardy
24 DISTRICT COURT JUDGE
25 MB
26
27
28

1 Submitted by:
2 **HOLLEY, DRIGGS, WALCH,**
3 **FINE, WRAY, PUZEY & THOMPSON**

4 

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

11 *Attorneys for Plaintiff Far West Industries*

12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT 8

EXHIBIT 8

1 DISTRICT COURT

2 CLARK COUNTY, NEVADA

3 * * * * *

4
5 FAR WEST INDUSTRIES, a
6 California corporation,

7 Plaintiff,

8 vs.

Case No. A-12-670352-F

Dept. No. XV

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

17 Defendants.

18 DEPOSITION OF

19 RHONDA MONA

20 Las Vegas, Nevada

21 June 26, 2015

22 10:31 a.m.

23 Reported by: Heidi K. Konsten, RPR, CCR
24 Nevada CCR No. 845 - NCRA RPR No. 816435
25 JOB NO. 252983

<p>Page 2</p> <p>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.</p> <p>6</p> <p>7 APPEARANCES OF COUNSEL</p> <p>8 For the Plaintiff:</p> <p>9 F. THOMAS EDWARDS, ESQ. 10 ANDREA M. GANDARA, ESQ. 11 Holley Driggs Walch Fine Wray Puzey & 12 Thompson 13 400 South Fourth Street 14 3rd Floor 15 Las Vegas, Nevada 89101 16 (702) 791-1912 17 (702) 791-0306 Fax 18 tedwards@nevadafirm.com</p> <p>19</p> <p>20 For the Defendants:</p> <p>21 TERRY A. COFFING, ESQ. 22 Marquis Aurbach Coffing 23 10001 Park Run Drive 24 Las Vegas, Nevada 89145 25 (702) 382-0711 (702) 382-5816 Fax *****</p>	<p>Page 3</p> <p>1 INDEX</p> <p>2</p> <p>3 RHONDA MONA</p> <p>4 Examination by Mr. Edwards 21</p> <p>5</p> <p>6 * * * * *</p> <p>7</p> <p>8 WITNESS INSTRUCTED NOT TO ANSWER</p> <p>9 PAGE LINE</p> <p>10 59 18</p> <p>11 70 22</p> <p>12</p> <p>13 * * * * *</p> <p>14 EXHIBITS</p> <p>15 No. Description Page</p> <p>16 Exhibit 1 Post-Marital Property 20 Settlement Agreement - MONA 2nd JDE 00263 through 00274</p> <p>17 Exhibit 2 Account Activity - MONA 2nd 37 JDE 00655</p> <p>18 Exhibit 3 Bank of Nevada statement - 43 MONA 2nd JDE 00730</p> <p>19 Exhibit 4 Bank of Nevada statement - 45 MONA 2nd JDE 00722</p> <p>20 Exhibit 5 Judgment 52</p> <p>21 Exhibit 6 Order for Examination of 55 Rhonda Mona as Trustee of Judgment Debtor The Mona Family Trust dated February 22 12, 2002</p> <p>23 Exhibit 7 June 22, 2015 56 Edwards/Hansen letter</p> <p>24</p> <p>25</p>
<p>Page 4</p> <p>1 EXHIBITS (Continuing)</p> <p>2 No. Description Page</p> <p>3</p> <p>4 Exhibit 8 2014 1040 - MONA 2nd JDE 154 00393 through 00445</p> <p>5 Exhibit 9 Residential Lease/Rental 176 Agreement - MONA 2nd JDE 6 00147 through 01149</p> <p>7 Exhibit 10 Non-Revolving Loan Agreement 178 - MONA 2nd JDE 00058 through 00060</p> <p>8 Exhibit 11 CapitalOne Statement - MONA 180 2nd JDE 00130 through 00138</p> <p>9 Exhibit 12 January 31, 2014, letter and 182 attachments - MONA 2nd JDE 01151 through 01160</p> <p>10</p> <p>11 * * * * *</p> <p>12 * * * * *</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p>Page 5</p> <p>1 DEPOSITION OF RHONDA MONA</p> <p>2 June 26, 2015</p> <p>3 * * * * *</p> <p>4</p> <p>5 MR. COFFING: Judge, Terry Coffing.</p> <p>6 How are you?</p> <p>7 JUDGE HARDESTY: Good. How are you?</p> <p>8 MR. COFFING: I'm well.</p> <p>9 MR. EDWARDS: And Tom Edwards,</p> <p>10 Your Honor, on behalf of Far West.</p> <p>11 MR. COFFING: Terry Coffing on behalf</p> <p>12 of Rhonda Mona.</p> <p>13 MR. EDWARDS: So, Your Honor, you</p> <p>14 heard from us a few weeks ago as it related to a</p> <p>15 protective order for Mr. Mona. The judgment</p> <p>16 debtor exam of Mrs. Mona was not in front of you.</p> <p>17 But the parties were able to work out a time and</p> <p>18 place, so that's why we're here today.</p> <p>19 But we've run into a roadblock up</p> <p>20 front as to the scope of the judgment debtor</p> <p>21 examination. We identified -- the judgment</p> <p>22 debtors in this case are Mr. Mona individually and</p> <p>23 the Mona Family Trust. The trustees of the Mona</p> <p>24 Family Trust include Mr. Mona and Mrs. Mona. So</p> <p>25 it would be -- we noticed the judgment debtor exam</p>

<p style="text-align: right;">Page 6</p> <p>1 of Mrs. Mona on that basis.</p> <p>2 However, the order in and of itself</p> <p>3 was not that narrow. It said that Mrs. Mona would</p> <p>4 be examined under oath concerning any property</p> <p>5 which may be used to satisfy our judgment. Also,</p> <p>6 we feel there's substantial law in Nevada and</p> <p>7 elsewhere that says a judgment debtor examination</p> <p>8 is extraordinarily broad, and much more broad than</p> <p>9 a regular discovery deposition.</p> <p>10 We equate this dispute today to sort</p> <p>11 of a 30(b)(6) deposition dispute. For example, if</p> <p>12 you identify the topics for a particular</p> <p>13 corporation, that corporation will produce a</p> <p>14 witness to testify about those topics, the</p> <p>15 question being can the questioner ask questions</p> <p>16 beyond those topics.</p> <p>17 And the courts have addressed that</p> <p>18 issue and said, yes, they absolutely can. The</p> <p>19 only bounds to the questions is relevance or</p> <p>20 whether it will lead to the discovery of</p> <p>21 admissible evidence.</p> <p>22 So despite the fact that Mrs. Mona is</p> <p>23 here today on behalf of the trust, our questions</p> <p>24 don't need to be limited to the trust and, for</p> <p>25 example, can go into community property, which</p>	<p style="text-align: right;">Page 7</p> <p>1 would be subject to execution under our judgment.</p> <p>2 MR. COFFING: Well, I will -- I will</p> <p>3 disagree about some of that, Your Honor. This is</p> <p>4 Terry Coffing.</p> <p>5 Your Honor, I'm looking at the order</p> <p>6 and notice and the order for the examination of</p> <p>7 Rhonda Mona as trustee of Judgment Debtor Mona</p> <p>8 Family Trust. That is how she's appearing today.</p> <p>9 She is a former trustee, but we're going to</p> <p>10 bring -- we brought her anyways, because she was a</p> <p>11 trustee at the time the judgment was entered.</p> <p>12 This trust has one asset. It's an</p> <p>13 asset that is well-known to the debtors -- or, I'm</p> <p>14 sorry, the judgment creditor, and it's the</p> <p>15 personal -- it's the family residence.</p> <p>16 And so in accordance with the notice,</p> <p>17 there was a document production that was</p> <p>18 requested. We timely filed objections to some of</p> <p>19 those documents, and at the same time produced a</p> <p>20 pretty hefty couple of thousand pages of</p> <p>21 documentation in order to comply, which -- the</p> <p>22 same documents we're using for Mr. Mona's judgment</p> <p>23 debtor exam, which will take place next week.</p> <p>24 But my issue is this is noticed as a</p> <p>25 judgment debtor exam, not a deposition under Rule</p>
<p style="text-align: right;">Page 8</p> <p>1 61. And I don't want, and I don't think it's fair</p> <p>2 to Mrs. Mona, to allow the debtor to have what</p> <p>3 amounts to be multiple avenues to get sworn</p> <p>4 testimony when -- when she's been noticed here in</p> <p>5 a very limited capacity.</p> <p>6 So I've offered up the possibility of</p> <p>7 doing this one time under a deposition notice.</p> <p>8 And for a variety of reasons, all of which are</p> <p>9 reasonable, that's not on the table today. So our</p> <p>10 position is Ms. Mona is here as a trustee. We've</p> <p>11 prepared her in accordance with the notice of the</p> <p>12 trust.</p> <p>13 And now my understanding -- and</p> <p>14 Mr. Edwards and I have been debating this -- is</p> <p>15 they want to go outside that notice, ask her</p> <p>16 questions about her individual finances, which are</p> <p>17 not subject to the -- to a judgment, and community</p> <p>18 assets that may or may not be subject to -- that</p> <p>19 are beyond the scope of the notice and, candidly,</p> <p>20 what she's prepared for.</p> <p>21 And so I'm not saying that they can't</p> <p>22 ask the questions. What I don't want to be is in</p> <p>23 a situation where they get multiple opportunities</p> <p>24 to put her through the exact same line of</p> <p>25 questioning, one under the guise of a judgment</p>	<p style="text-align: right;">Page 9</p> <p>1 debtor exam, one under the guise of a Rule 61</p> <p>2 deposition, when in reality -- you know, if that's</p> <p>3 what we're going to do, then let's do it one time,</p> <p>4 let me prepare her for that, and move forward.</p> <p>5 But I don't think it's fair to notice</p> <p>6 her up as a trustee and then ask questions that</p> <p>7 are beyond the scope of the notice and her</p> <p>8 preparation for that notice.</p> <p>9 MR. EDWARDS: And if I could,</p> <p>10 Your Honor, I -- I disagree that this is beyond</p> <p>11 the scope of the notice in the sense that the</p> <p>12 notice in and of itself says the examination will</p> <p>13 concern any property which may be used to satisfy</p> <p>14 the judgment. It's not limited to property of the</p> <p>15 trust.</p> <p>16 JUDGE HARDESTY: Do we have a -- a</p> <p>17 copy of the notice?</p> <p>18 MR. COFFING: I'm looking at one.</p> <p>19 JUDGE HARDESTY: Was it -- was it</p> <p>20 filed?</p> <p>21 MR. COFFING: Yes. It looks -- no,</p> <p>22 it says E-Served.</p> <p>23 Does that mean it was filed, Tom?</p> <p>24 MR. EDWARDS: You should find it on</p> <p>25 the docket, Your Honor, on May 13, 2015.</p>

<p style="text-align: right;">Page 10</p> <p>1 JUDGE HARDESTY: Okay. Bear with me.</p> <p>2 MR. COFFING: Tom, the amendment was</p> <p>3 just to change the time?</p> <p>4 MR. EDWARDS: Date and time, right.</p> <p>5 JUDGE HARDESTY: Okay. So I guess I</p> <p>6 have pulled up the order for examination of</p> <p>7 Judgment Debtor Michael J. Mona, Jr., individually</p> <p>8 and as trustee.</p> <p>9 Is that the one I'm looking for, or</p> <p>10 is it a different one?</p> <p>11 MR. EDWARDS: You'll find one for</p> <p>12 Rhonda Mona as trustee.</p> <p>13 JUDGE HARDESTY: Okay. Got it.</p> <p>14 Okay. Bear with me.</p> <p>15 Okay. Mr. Edwards, continue.</p> <p>16 MR. EDWARDS: Okay. And beyond that,</p> <p>17 as to the multiple bites of the apple, first, it's</p> <p>18 important to understand that we're not in a</p> <p>19 typical lawsuit where I would only have one bite</p> <p>20 at the apple. Here we're trying to execute on a</p> <p>21 judgment.</p> <p>22 I certainly do not intend to recall</p> <p>23 Mrs. Mona with a deposition notice a month from</p> <p>24 now. I intend to get it all done now. Now, in</p> <p>25 the future, obviously I can't waive my right to</p>	<p style="text-align: right;">Page 11</p> <p>1 take her judgment debtor exam or notice her</p> <p>2 deposition again as it relates to the assets,</p> <p>3 because circumstances change. And, frankly, in an</p> <p>4 estate as complicated as the estate of Mr. and</p> <p>5 Mrs. Mona, they have a lot of businesses, a lot of</p> <p>6 transactions, I -- there will be probably multiple</p> <p>7 examinations until this -- this \$20 million</p> <p>8 judgment is satisfied.</p> <p>9 However, that is certainly not my</p> <p>10 intent today, is to take a judgment debtor exam</p> <p>11 and then plow the same grounds a month from now.</p> <p>12 And to the extent I start to do that, I would</p> <p>13 welcome Mr. Coffing to bring it to your attention</p> <p>14 so we can address it. But that's certainly not my</p> <p>15 intent. I was hoping to get it all done today.</p> <p>16 JUDGE HARDESTY: So I guess my</p> <p>17 question is what -- I'm not sure what exactly</p> <p>18 either side exactly wants me to do.</p> <p>19 MR. COFFING: Well -- go ahead.</p> <p>20 MR. EDWARDS: I think the question</p> <p>21 is, are my questions today required to be limited</p> <p>22 to the assets of the trust, or am I entitled to go</p> <p>23 into any assets: Assets of the trust, assets of</p> <p>24 the community property, assets that Mrs. Mona</p> <p>25 claims are her individual property? Those are the</p>
<p style="text-align: right;">Page 12</p> <p>1 two positions, I think.</p> <p>2 MR. COFFING: Well, and that was the</p> <p>3 subject of our objections, is that we're not here</p> <p>4 to talk about her individual property. It says</p> <p>5 the examination of Rhonda Mona as trustee of</p> <p>6 judgment debtor. Rhonda Mona, an individual, is</p> <p>7 not a judgment debtor in this case.</p> <p>8 And so she has rights that relate to</p> <p>9 that, and candidly, we've prepped her regarding</p> <p>10 questions related to the trust, which are fair</p> <p>11 game. And I'm allowed -- I mean, certainly I'm</p> <p>12 not going to -- I would have some latitude there.</p> <p>13 But if we're going to delve into what</p> <p>14 amounts to be a full-blown examination of Rhonda</p> <p>15 Mona about her personal assets, that simply wasn't</p> <p>16 on the table today, and I don't think it's fair to</p> <p>17 put her through that right now.</p> <p>18 MR. EDWARDS: Your Honor, if I could,</p> <p>19 I would like to just quote a -- a passage from a</p> <p>20 district of Nevada case, a federal case. It says</p> <p>21 where spouses --</p> <p>22 JUDGE HARDESTY: Before you do that,</p> <p>23 Mr. Edwards, what's the citation?</p> <p>24 MR. EDWARDS: The citation is 2013</p> <p>25 Westlaw, 141 3024, and the name -- the name of the</p>	<p style="text-align: right;">Page 13</p> <p>1 case is VFS Finance, Inc., the specialty finance</p> <p>2 court.</p> <p>3 JUDGE HARDESTY: Okay. Bear with me</p> <p>4 before you start reading. Okay.</p> <p>5 MR. EDWARDS: And just to address the</p> <p>6 point Mr. Coffing made about the -- that we</p> <p>7 shouldn't be able to get into Ms. Mona's personal</p> <p>8 assets, this case addressed the issue and said</p> <p>9 where spouses are involved, even a slight showing</p> <p>10 that there's been a transfer of property from the</p> <p>11 debtor spouse to the other spouse is sufficient</p> <p>12 for the court to allow a judgment creditor to</p> <p>13 delve into the personal assets of the nondebtor</p> <p>14 spouse.</p> <p>15 And I don't think Mr. Coffing would</p> <p>16 dispute with me that there are transfers between</p> <p>17 Mr. Mona and Mrs. Mona. And for that reason we</p> <p>18 should be allowed to delve into the personal</p> <p>19 assets of Mrs. Mona, in addition to her community</p> <p>20 property assets, which are, I think without</p> <p>21 dispute, subject to the execution of the -- upon</p> <p>22 judgment.</p> <p>23 MR. COFFING: The dilemma is --</p> <p>24 Your Honor, is that's not what was noticed for</p> <p>25 today. And so you can imagine if I'm talking to</p>

Page 14

Page 15

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

Page 16

Page 17

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.

Page 18

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.

Page 20

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,

Page 19

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

Page 21

1 having been first duly sworn, was examined and
2 testified as follows:
3

EXAMINATION

4 BY MR. EDWARDS:

5 Q Ma'am, I'm showing you what's been
6 marked as Exhibit 1.

7 Do you recognize this document?

8 A Yes, I've seen it before.

9 Q And what is it?

10 A Post-marital property settlement
11 agreement.
12

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.

<p style="text-align: right;">Page 22</p> <p>1 A Sorry.</p> <p>2 Q That's okay. And if I remind you, I'm</p> <p>3 not trying to be rude. I'm just making sure that</p> <p>4 the court reporter gets down what she's supposed</p> <p>5 to.</p> <p>6 So you do recognize your initials at the</p> <p>7 bottoms of each of the pages on Exhibit 1?</p> <p>8 A Yes, I do.</p> <p>9 Q And on the next to the last page, do you</p> <p>10 recognize your signature?</p> <p>11 A Yes.</p> <p>12 Q Okay. Do you recall initialing and</p> <p>13 signing this document?</p> <p>14 A Vaguely.</p> <p>15 Q Okay. What's your understanding of the</p> <p>16 purpose of this agreement?</p> <p>17 A I really didn't delve into it.</p> <p>18 Q Okay. Did you read the agreement?</p> <p>19 A Not really, no.</p> <p>20 Q Did you skim it?</p> <p>21 A The first page.</p> <p>22 Q Okay.</p> <p>23 A Yeah.</p> <p>24 Q What did you gather when you skimmed the</p> <p>25 first page?</p>	<p style="text-align: right;">Page 23</p> <p>1 A I really don't know.</p> <p>2 Q Okay.</p> <p>3 A I sign what I'm supposed to sign.</p> <p>4 Q Okay. So I -- why did you sign this?</p> <p>5 MR. COFFING: Well, to the extent you</p> <p>6 had a conversation with an attorney, we don't want</p> <p>7 to go into that. So if -- if any answer requires</p> <p>8 divulging what your attorney said, I'm going to</p> <p>9 say don't answer that, and make sure you</p> <p>10 understand that. Okay?</p> <p>11 THE WITNESS: Okay.</p> <p>12 BY MR. EDWARDS:</p> <p>13 Q Did you discuss this with an attorney,</p> <p>14 Exhibit 1?</p> <p>15 A I don't -- I don't recall.</p> <p>16 Q Okay. And you have no understanding of</p> <p>17 the purpose of this agreement?</p> <p>18 A I might have discussed it with Bart</p> <p>19 maybe.</p> <p>20 Q Okay.</p> <p>21 A Yeah.</p> <p>22 Q And do you have any understanding what</p> <p>23 this agreement is meant for?</p> <p>24 A A little bit.</p> <p>25 Q Okay. Can you give me your basic</p>
<p style="text-align: right;">Page 24</p> <p>1 understanding, please?</p> <p>2 A That if we get divorced, that what's</p> <p>3 mine is mine.</p> <p>4 Q Okay. So sort of a -- you saw this as</p> <p>5 sort of a prenuptial agreement?</p> <p>6 A No. Post.</p> <p>7 Q Post-nuptial agreement?</p> <p>8 A Uh-huh.</p> <p>9 Q Okay. If you'd turn to the second page</p> <p>10 of Exhibit 1, look at the first line.</p> <p>11 Could you read that for me?</p> <p>12 A "Whereas it is the parties' intent to</p> <p>13 acknowledge, confirm, and document their equal" --</p> <p>14 Q And the whole sentence, if you would.</p> <p>15 A Oh -- "their equal division between</p> <p>16 themselves of the said \$6,813,220.20 they received</p> <p>17 from the sale of their MMI corporate stock, with</p> <p>18 Rhonda receiving \$3,406,601.10 of such moneys as</p> <p>19 her sole and separate property, and Mike receiving</p> <p>20 the remaining" -- blah, blah, blah -- "as his sole</p> <p>21 and separate property."</p> <p>22 Q Did you receive your \$3.4 million as set</p> <p>23 forth in this agreement?</p> <p>24 A Yes.</p> <p>25 Q All of it?</p>	<p style="text-align: right;">Page 25</p> <p>1 A I thought I only got two and something,</p> <p>2 but ...</p> <p>3 Q So you think there may still be about</p> <p>4 1.4 million that you haven't received yet?</p> <p>5 A I don't know.</p> <p>6 Q Okay. Where is that money?</p> <p>7 Most of that's gone.</p> <p>8 Q Okay. Where did it go?</p> <p>9 A Am I allowed to answer that?</p> <p>10 MR. COFFING: Yeah.</p> <p>11 THE WITNESS: A lot of it went to a</p> <p>12 bad business deal.</p> <p>13 BY MR. EDWARDS:</p> <p>14 Q What bad business deal?</p> <p>15 A Purchasing Super Bowl tickets. Bad</p> <p>16 decision.</p> <p>17 Q Okay. How much did you spend purchasing</p> <p>18 Super Bowl tickets?</p> <p>19 A About 5- or 600,000.</p> <p>20 Q And what happened with that? Can you</p> <p>21 tell me, what was the idea behind purchasing those</p> <p>22 Super Bowl tickets?</p> <p>23 A It was -- can I answer?</p> <p>24 MR. COFFING: Yeah. You can tell him</p> <p>25 about the transaction, yeah.</p>

Page 26

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.

Page 28

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

Page 27

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

Page 29

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?

Page 30

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

Page 32

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.

Page 31

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?

Page 33

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

Page 34

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.

Page 36

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

Page 35

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

Page 37

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.

Page 38

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.

Page 40

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 --

Page 39

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

Page 41

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

Page 42

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.

Page 44

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?

Page 43

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

Page 45

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?

<p style="text-align: right;">Page 46</p> <p>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</p>	<p style="text-align: right;">Page 47</p> <p>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</p>
<p style="text-align: right;">Page 48</p> <p>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 "hub-uh,"</p>	<p style="text-align: right;">Page 49</p> <p>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</p>

Page 50

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?

Page 52

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?

Page 51

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

Page 53

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.

<p style="text-align: right;">Page 54</p> <p>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?</p>	<p style="text-align: right;">Page 55</p> <p>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?</p>
<p style="text-align: right;">Page 56</p> <p>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</p>	<p style="text-align: right;">Page 57</p> <p>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?</p>

<p style="text-align: right;">Page 58</p> <p>1 A 2793 Red Arrow drive.</p> <p>2 Q No unit number; correct?</p> <p>3 A No.</p> <p>4 Q How long have you owned that residence?</p> <p>5 A Twelve years.</p> <p>6 Q Has the residence always been in the</p> <p>7 name of the trust?</p> <p>8 A I don't know.</p> <p>9 Q But your understanding is --</p> <p>10 A I'm pretty sure.</p> <p>11 Q -- that it's always been in the name of</p> <p>12 the trust?</p> <p>13 A I'm pretty sure, but I -- yeah.</p> <p>14 Q Okay. To your knowledge, does the trust</p> <p>15 have any interest in any businesses?</p> <p>16 A No.</p> <p>17 Q Does the trust have any cash?</p> <p>18 A You understand, I really don't know</p> <p>19 about the trust. I mean, I've never read it, so</p> <p>20 I'm -- but I read this, and it says the only thing</p> <p>21 in the trust is the Red Arrow house, so I'm going</p> <p>22 to believe that.</p> <p>23 Q Okay. Other than reading it here, do</p> <p>24 you have any basis to understand what assets are</p> <p>25 in the trust?</p>	<p style="text-align: right;">Page 59</p> <p>1 A No.</p> <p>2 Q You were a trustee of the trust?</p> <p>3 A Yes.</p> <p>4 Q But I understand today you are not a</p> <p>5 trustee of the trust?</p> <p>6 A Correct.</p> <p>7 Q Okay. When did you cease being a</p> <p>8 trustee of the trust?</p> <p>9 A Last week.</p> <p>10 Q Why did you cease being a trustee of the</p> <p>11 trust?</p> <p>12 A Because I --</p> <p>13 MR. COFFING: Hang on. If that's a</p> <p>14 conversation you had with your husband, I instruct</p> <p>15 you -- husband or counsel, I would instruct you</p> <p>16 not to answer.</p> <p>17 THE WITNESS: Correct.</p> <p>18 BY MR. EDWARDS:</p> <p>19 Q Do you know why you ceased to be a</p> <p>20 trustee for the trust?</p> <p>21 A No.</p> <p>22 MR. COFFING: Well, can we make it</p> <p>23 clear, outside of that limitation, do you know? I</p> <p>24 don't want to put words in your mouth, but -- she</p> <p>25 just said no, but I'm not sure that's what you're</p>
<p style="text-align: right;">Page 60</p> <p>1 trying to convey.</p> <p>2 Other than conversations with</p> <p>3 counsel --</p> <p>4 THE WITNESS: Correct. Right.</p> <p>5 MR. COFFING: -- counsel or your</p> <p>6 husband, you don't know?</p> <p>7 THE WITNESS: Correct.</p> <p>8 MR. COFFING: I don't mean to put</p> <p>9 words in your mouth, but I want to make sure</p> <p>10 that's clear.</p> <p>11 MR. EDWARDS: I appreciate the</p> <p>12 clarification.</p> <p>13 BY MR. EDWARDS:</p> <p>14 Q So if I understand right, you do have an</p> <p>15 understanding of why you're no longer a trustee to</p> <p>16 the trust, but your understanding is based solely</p> <p>17 upon a conversation with your husband and/or</p> <p>18 counsel?</p> <p>19 A Correct.</p> <p>20 Q Are you aware of any assets in the</p> <p>21 trust, other than the residence, at any point in</p> <p>22 time in the future -- or, I'm sorry, in the past?</p> <p>23 A No.</p> <p>24 Q So you have never had a basis of</p> <p>25 knowledge about any assets of the trust?</p>	<p style="text-align: right;">Page 61</p> <p>1 A No.</p> <p>2 Q The next sentence on Exhibit 7 says,</p> <p>3 "And it carries approximately 2.2 million in</p> <p>4 debt."</p> <p>5 Do you see that?</p> <p>6 A Correct.</p> <p>7 Q I guess when it's referring to "it," I'm</p> <p>8 assuming it's talking about your Red Arrow</p> <p>9 residence.</p> <p>10 A Correct.</p> <p>11 Q Is it your understanding that the Red</p> <p>12 Arrow residence carries approximately \$2.2 million</p> <p>13 in debt?</p> <p>14 A Yes.</p> <p>15 Q What is that \$2.2 million in debt</p> <p>16 comprised of?</p> <p>17 A I have no idea.</p> <p>18 Q You have no idea whatsoever?</p> <p>19 A No.</p> <p>20 Q Is it a mortgage associated with the</p> <p>21 house -- with the property?</p> <p>22 A Yes.</p> <p>23 Q Okay. Who pays the mortgage?</p> <p>24 A It gets paid out of the office.</p> <p>25 Q Okay. And what does that mean?</p>

<p style="text-align: right;">Page 62</p> <p>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?</p>	<p style="text-align: right;">Page 63</p> <p>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,</p>
<p style="text-align: right;">Page 64</p> <p>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?</p>	<p style="text-align: right;">Page 65</p> <p>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.</p>

<p style="text-align: right;">Page 66</p> <p>1 Q You believe you paid all cash for it?</p> <p>2 A My husband took care of it, so I really</p> <p>3 don't know.</p> <p>4 Q So your husband bought you a car?</p> <p>5 A I don't know. He took care of the</p> <p>6 financing.</p> <p>7 Q Okay. You're not exactly sure where</p> <p>8 money came from?</p> <p>9 A Exactly.</p> <p>10 Q But you believe it was paid for in cash?</p> <p>11 A I think so.</p> <p>12 Q And you bought it new?</p> <p>13 A No. I think it was -- I can't remember</p> <p>14 if it was slightly used or new.</p> <p>15 Q But close to new.</p> <p>16 Do you know what year it is, by chance?</p> <p>17 A 2014, probably.</p> <p>18 Q And you said it's in San Diego?</p> <p>19 A Uh-huh.</p> <p>20 Q Has it always been in San Diego?</p> <p>21 A I purchased it here, and then --</p> <p>22 Q And then drove it to San Diego?</p> <p>23 A I drive it back and forth. It's my</p> <p>24 own -- it's my car.</p> <p>25 Q Understood.</p>	<p style="text-align: right;">Page 67</p> <p>1 A Yeah.</p> <p>2 Q So I guess last time you went to San</p> <p>3 Diego, you flew back -- you drove there and flew</p> <p>4 back?</p> <p>5 A I do it so often, I don't remember what</p> <p>6 is what. I just -- I can't remember if I flew in.</p> <p>7 When did I get here? When did I get here? I got</p> <p>8 here for Mom's surgery. Oh, I drove. I drove. I</p> <p>9 drove Michael's car.</p> <p>10 Q You drove -- okay. So you drove the</p> <p>11 Jaguar there and Michael's car back?</p> <p>12 A Yeah. We switch around all the time.</p> <p>13 Yeah.</p> <p>14 Q And where is that car stored?</p> <p>15 A Which car?</p> <p>16 Q The Jaguar.</p> <p>17 A It's in San Diego.</p> <p>18 Q Okay. Is it at the --</p> <p>19 A It's in my son's parking spot right now.</p> <p>20 Q Okay. At the condo we spoke about</p> <p>21 earlier on what was -- what was the street name?</p> <p>22 A Island Avenue.</p> <p>23 Q Ireland Avenue?</p> <p>24 A Island Avenue.</p> <p>25 Q Okay. Is that a -- is that a gated</p>
<p style="text-align: right;">Page 68</p> <p>1 parking spot? Is it something --</p> <p>2 A Uh-huh.</p> <p>3 Q Yeah?</p> <p>4 A Uh-huh.</p> <p>5 Q Okay. Any other vehicles that you or</p> <p>6 your husband have?</p> <p>7 A No.</p> <p>8 Q Do you own any boats?</p> <p>9 A I don't know. Well, do I? I don't know</p> <p>10 who does.</p> <p>11 Q Again, I'm trying to use "you" in that</p> <p>12 broad sense, so, you know, you, your husband, the</p> <p>13 trust --</p> <p>14 A Oh, no. I think I sold it a while ago,</p> <p>15 a ski boat.</p> <p>16 Q A ski boat?</p> <p>17 A Yeah. I sold it. I did.</p> <p>18 Q When did you sell it?</p> <p>19 A I don't know. A few years ago.</p> <p>20 Q What kind of boat?</p> <p>21 A It was an old ski boat.</p> <p>22 Q Is that something -- when you say a ski</p> <p>23 boat, you mean you tow a water skier behind you?</p> <p>24 A Yes.</p> <p>25 Q Okay. Do you know what year the boat</p>	<p style="text-align: right;">Page 69</p> <p>1 was?</p> <p>2 A It was ancient, so I really don't.</p> <p>3 Q And who technically owned the boat, to</p> <p>4 the best of your recollection?</p> <p>5 A I did.</p> <p>6 Q You owned it individually?</p> <p>7 A Uh-huh.</p> <p>8 Q Okay. Any other boats that you --</p> <p>9 A No.</p> <p>10 Q -- your husband, the trust, any entities</p> <p>11 that you guys have an interest in, hold?</p> <p>12 A No.</p> <p>13 Q And you said you sold it a few years</p> <p>14 ago.</p> <p>15 A Uh-huh.</p> <p>16 Q You've got to guess for me, is that</p> <p>17 sometime prior to 2010?</p> <p>18 A Probably about four years ago, maybe.</p> <p>19 Four or five years ago.</p> <p>20 Q So maybe 2011, somewhere in that range?</p> <p>21 A Somewhere in there.</p> <p>22 MR. COFFING: Tom, we're almost at an</p> <p>23 hour.</p> <p>24 Can we take a quick break?</p> <p>25 MR. EDWARDS: Absolutely.</p>

<p style="text-align: right;">Page 70</p> <p>1 (Whereupon, a recess was taken.)</p> <p>2 BY MR. EDWARDS:</p> <p>3 Q On the break, did you speak with your</p> <p>4 attorney?</p> <p>5 A Yes.</p> <p>6 Q About what?</p> <p>7 A I don't need to answer that, do I?</p> <p>8 MR. COFFING: Yeah, you can talk --</p> <p>9 you can say we talked generally about your</p> <p>10 testimony.</p> <p>11 THE WITNESS: There you go.</p> <p>12 BY MR. EDWARDS:</p> <p>13 Q Okay. What do you recall discussing?</p> <p>14 MR. COFFING: Well, we're not going</p> <p>15 to get into specifics.</p> <p>16 THE WITNESS: Isn't that</p> <p>17 attorney-client privilege?</p> <p>18 MR. COFFING: Yeah, hang on. There's</p> <p>19 a case out there now that is subject to some</p> <p>20 interpretation, but I'll instruct her not to</p> <p>21 answer.</p> <p>22 BY MR. EDWARDS:</p> <p>23 Q Okay. Does your husband owe you any</p> <p>24 money?</p> <p>25 A I don't know.</p>	<p style="text-align: right;">Page 71</p> <p>1 Q You don't think -- I mean, are you aware</p> <p>2 of him owing you any money?</p> <p>3 A I always feel like he owes me money. I</p> <p>4 don't know.</p> <p>5 Q Okay. Has your -- do you know if your</p> <p>6 husband has ever owed you money in the past?</p> <p>7 A Over 32 years? I'm sure he has. I</p> <p>8 don't -- I don't know.</p> <p>9 Q You know, like 20 bucks here or there</p> <p>10 because he borrowed it from your wallet, or are we</p> <p>11 talking about something more substantial?</p> <p>12 A I don't know.</p> <p>13 Q You don't recall any circumstance where</p> <p>14 your husband owed you money? I'm sorry? One more</p> <p>15 time?</p> <p>16 A Doesn't he owe me half of everything?</p> <p>17 Isn't it community property?</p> <p>18 Q That's a fair statement.</p> <p>19 So aside from community property --</p> <p>20 A I don't think he's ever owed me money.</p> <p>21 I don't know. To the best of my knowledge, no.</p> <p>22 Q Okay.</p> <p>23 A I don't know.</p> <p>24 MR. COFFING: That's fine.</p> <p>25</p>
<p style="text-align: right;">Page 72</p> <p>1 BY MR. EDWARDS:</p> <p>2 Q You don't own an RV?</p> <p>3 A No.</p> <p>4 Q Any off-road vehicles?</p> <p>5 A No.</p> <p>6 Q Any Sea-Doos? Water skis?</p> <p>7 A No.</p> <p>8 Q Have you ever owned any of those?</p> <p>9 A Fifteen years ago.</p> <p>10 Q Okay. And what happened -- what did you</p> <p>11 own?</p> <p>12 A I owned four-wheelers and snowmobiles.</p> <p>13 Q Okay. And what happened to those?</p> <p>14 A Lost them in a bankruptcy. I don't</p> <p>15 know. Sold them. I don't remember.</p> <p>16 Q If you could -- going back to Exhibit 7,</p> <p>17 turn to page four, please.</p> <p>18 A Page what?</p> <p>19 Q Four. It's marked up in the top left.</p> <p>20 Are you there?</p> <p>21 A Uh-huh.</p> <p>22 Q Okay. And you'll see request No. 13,</p> <p>23 it's asking for documents relating to tangible or</p> <p>24 intangible property. It talks about furnishings,</p> <p>25 furniture, musical instruments.</p>	<p style="text-align: right;">Page 73</p> <p>1 Do you see that language?</p> <p>2 A Yes.</p> <p>3 Q And below that, do you see the response,</p> <p>4 "The trust does not hold any interest in any</p> <p>5 tangible or intangible property"? Do you see</p> <p>6 that?</p> <p>7 A Yes.</p> <p>8 Q To the best of your knowledge, is that</p> <p>9 an accurate statement?</p> <p>10 A Yes.</p> <p>11 Q Okay. Well, who owns the furnishings in</p> <p>12 your home?</p> <p>13 A I don't -- I assume I do, but --</p> <p>14 MR. COFFING: Yeah, if I -- if I may,</p> <p>15 Tom, we drafted this. I guess I'll talk to Tye,</p> <p>16 but I'm assuming we weren't taking about</p> <p>17 furniture, I guess. So maybe if that needs to be</p> <p>18 corrected, we can do that, but -- I mean, I didn't</p> <p>19 get down to who owns the couch. That was not, I</p> <p>20 think, the intent of this, but she can answer.</p> <p>21 You can answer questions.</p> <p>22 I guess if it's furniture in the</p> <p>23 house and the trust owns the house, we didn't</p> <p>24 parse it like that, and maybe we should have. I</p> <p>25 don't know if that's what you're looking at.</p>

<p style="text-align: right;">Page 74</p> <p>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?</p>	<p style="text-align: right;">Page 75</p> <p>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</p>
<p style="text-align: right;">Page 76</p> <p>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</p>	<p style="text-align: right;">Page 77</p> <p>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.</p>

<p style="text-align: right;">Page 78</p> <p>1 Q And I'm using -- that's a broad question</p> <p>2 as it relates to the trust.</p> <p>3 As it relates to you, your husband, are</p> <p>4 you aware of --</p> <p>5 A I mean, I would assume we have home</p> <p>6 insurance, I mean, you know.</p> <p>7 Q Okay. Any other policies you can think</p> <p>8 of?</p> <p>9 A No.</p> <p>10 Q I just want to make sure we speak up</p> <p>11 loud enough so the court reporter can pick it up.</p> <p>12 Page six, please, of Exhibit 7. Down at</p> <p>13 the bottom, very last response, it says "The Red</p> <p>14 Arrow property is the only asset in the trust, and</p> <p>15 the trust is not responsible for payment of the</p> <p>16 note or the regularly occurring bills on the</p> <p>17 property."</p> <p>18 Do you see that?</p> <p>19 A Yes.</p> <p>20 MR. COFFING: I'm sorry. Which one</p> <p>21 are you? 24?</p> <p>22 MR. EDWARDS: Are you there, Terry?</p> <p>23 MR. COFFING: Yes.</p> <p>24 BY MR. EDWARDS:</p> <p>25 Q To your knowledge, who is responsible to</p>	<p style="text-align: right;">Page 79</p> <p>1 pay the note on the --</p> <p>2 A Well, like I said, it's paid out of his</p> <p>3 office.</p> <p>4 Q Okay. You're not quite sure what</p> <p>5 account that comes out of?</p> <p>6 A I'm not sure.</p> <p>7 Q And the sentence also refers to</p> <p>8 regularly occurring bills on the property.</p> <p>9 Do you see that?</p> <p>10 A Yes.</p> <p>11 Q And if I understand your prior</p> <p>12 testimony, those regularly occurring bills come</p> <p>13 out of your Bank of Nevada account; right?</p> <p>14 A Correct.</p> <p>15 Q Just to flesh that out a little bit,</p> <p>16 what regularly occurring bills do you pay out of</p> <p>17 the Bank of Nevada account?</p> <p>18 A Water, sewer, electricity.</p> <p>19 Q Cable?</p> <p>20 A Cable, DirecTV, all of those.</p> <p>21 Q Okay. Any debts that you're servicing</p> <p>22 out of that account?</p> <p>23 A What do you mean?</p> <p>24 Q Meaning you or somebody owes somebody</p> <p>25 else money -- like a mortgage, for example -- and</p>
<p style="text-align: right;">Page 80</p> <p>1 you pay a monthly amount to pay down the debt.</p> <p>2 A No.</p> <p>3 Q So these are simply the monthly</p> <p>4 recurring bills? You're not paying off any debt?</p> <p>5 You're not making investments out of the Bank of</p> <p>6 Nevada account?</p> <p>7 A Correct.</p> <p>8 Q If you could turn to page seven of</p> <p>9 Exhibit 7, under No. 25, it says "The trust does</p> <p>10 not have any retirement accounts, pension plans,</p> <p>11 profit-sharing plans, or SEP accounts or the like</p> <p>12 associated with it."</p> <p>13 Do you see that?</p> <p>14 A Yes.</p> <p>15 Q Do you personally have any retirement</p> <p>16 accounts, pension plans, profit-sharing plans, or</p> <p>17 other similar accounts?</p> <p>18 A No.</p> <p>19 Q Do you know if your husband does?</p> <p>20 A I have no idea.</p> <p>21 Q Do you have plans for retirement?</p> <p>22 A I'm retired.</p> <p>23 Q Do you have plans on how to fund your</p> <p>24 retirement?</p> <p>25 A No.</p>	<p style="text-align: right;">Page 81</p> <p>1 Q Next response down, No. 26, it says "The</p> <p>2 trust has not sold, assigned, transferred, or</p> <p>3 conveyed any tangible or intangible property."</p> <p>4 Do you see that?</p> <p>5 A Uh-huh, yes.</p> <p>6 Q To the best of your knowledge, is that</p> <p>7 an accurate statement?</p> <p>8 A To the best of my knowledge, yes.</p> <p>9 Q Okay. But you're not sure one way or</p> <p>10 the other?</p> <p>11 A I don't even know if I understand the</p> <p>12 question. Wait, the trust has not sold,</p> <p>13 assigned -- best of my knowledge, that's correct.</p> <p>14 Q No. 27, the response to that says "The</p> <p>15 trust is not associated with any other trust."</p> <p>16 A Correct.</p> <p>17 Q Do you see that? Is that an accurate</p> <p>18 statement?</p> <p>19 A Yes. To the best of my knowledge, yes.</p> <p>20 Q Okay. Do you have an association with</p> <p>21 any other trust?</p> <p>22 A No.</p> <p>23 Q Do you know if your husband has an</p> <p>24 association with any other trust?</p> <p>25 A I have no idea what my husband has an</p>

<p style="text-align: right;">Page 82</p> <p>1 association with.</p> <p>2 Q Do you know if your children have an</p> <p>3 association with any other trust?</p> <p>4 A I don't know. Yes, my children have a</p> <p>5 trust.</p> <p>6 Q Okay. What's the name of that trust?</p> <p>7 A Mik-Nik or Nik-Mik, one of those.</p> <p>8 MR. COFFING: M-I-K-N-I-K.</p> <p>9 MR. EDWARDS: With a dash in between.</p> <p>10 BY MR. EDWARDS:</p> <p>11 Q What's the purpose of the Mik-Nik trust?</p> <p>12 A I honestly don't know what's in there or</p> <p>13 what it pays. I don't have any association with</p> <p>14 it.</p> <p>15 Q You don't have any interest in that</p> <p>16 trust?</p> <p>17 A What do you mean by "interest"? I care</p> <p>18 about my children, but I have never had anything</p> <p>19 to do with it.</p> <p>20 Q Okay. Are you a trustee of that trust?</p> <p>21 A I don't know.</p> <p>22 Q Are you a beneficiary of that trust?</p> <p>23 A I don't think so.</p> <p>24 Q You have no idea what assets may be in</p> <p>25 that trust?</p>	<p style="text-align: right;">Page 83</p> <p>1 A I have no idea.</p> <p>2 Q Who would know?</p> <p>3 A My husband.</p> <p>4 Q Okay. Anybody else?</p> <p>5 A Possibly my son. Probably my son.</p> <p>6 Q Would your daughter know what was in the</p> <p>7 trust?</p> <p>8 A I don't think so, no.</p> <p>9 Q Anybody else that you can think of that</p> <p>10 would know what's inside of that trust?</p> <p>11 A No.</p> <p>12 Q And I take it your son and your husband</p> <p>13 would also know the details associated with how</p> <p>14 that trust was formed and why?</p> <p>15 MR. COFFING: To the extent it calls</p> <p>16 for speculation as to what they know, I would</p> <p>17 interpose an objection, but -- she doesn't know.</p> <p>18 THE WITNESS: What was the question?</p> <p>19 BY MR. EDWARDS:</p> <p>20 Q The people that would know why the trust</p> <p>21 was formed would be your husband and your son;</p> <p>22 correct?</p> <p>23 A My husband would know.</p> <p>24 MR. COFFING: Some attorney probably</p> <p>25 drafted it, but --</p>
<p style="text-align: right;">Page 84</p> <p>1 THE WITNESS: Right.</p> <p>2 BY MR. EDWARDS:</p> <p>3 Q And in preparation for this judgment</p> <p>4 debtor exam, did you do anything to prepare?</p> <p>5 A No.</p> <p>6 Q Did you meet with your --</p> <p>7 MR. COFFING: You met with counsel.</p> <p>8 THE WITNESS: Well, yeah, I met with</p> <p>9 counsel.</p> <p>10 MR. COFFING: She obviously doesn't</p> <p>11 remember much of it, but --</p> <p>12 THE WITNESS: I'm sorry.</p> <p>13 MR. COFFING: That's all right.</p> <p>14 BY MR. EDWARDS:</p> <p>15 Q Did you review any materials in</p> <p>16 preparation for the judgment debtor examination?</p> <p>17 MR. COFFING: Tell him, yeah.</p> <p>18 THE WITNESS: Well, yes.</p> <p>19 BY MR. EDWARDS:</p> <p>20 Q Okay. What did you review?</p> <p>21 A What did I review? That's how good my</p> <p>22 memory is.</p> <p>23 MR. COFFING: I'm just going to show</p> <p>24 her, because --</p> <p>25 THE WITNESS: Yeah, (indicating).</p>	<p style="text-align: right;">Page 85</p> <p>1 BY MR. EDWARDS:</p> <p>2 Q You reviewed Exhibit 1, which is the</p> <p>3 post-marital agreement; right?</p> <p>4 A Uh-huh.</p> <p>5 Q All right. What else did you review?</p> <p>6 A Was that it?</p> <p>7 MR. COFFING: You have to answer. I</p> <p>8 can't answer.</p> <p>9 THE WITNESS: I can't remember.</p> <p>10 Okay. Oh, and -- and the -- this that I'm looking</p> <p>11 at.</p> <p>12 BY MR. EDWARDS:</p> <p>13 Q The letter, Exhibit 7?</p> <p>14 A Yes.</p> <p>15 Q Okay. Any other documents that you can</p> <p>16 recall reviewing?</p> <p>17 A I don't recall any others.</p> <p>18 Q Did you discuss your judgment debtor</p> <p>19 examination with anybody, other than counsel?</p> <p>20 A No.</p> <p>21 Q Did you discuss it with your son?</p> <p>22 A No.</p> <p>23 Q Did you discuss it with any friends?</p> <p>24 A No.</p> <p>25 Q Where do you live?</p>

<p style="text-align: right;">Page 86</p> <p>1 A At 2793 Red Arrow.</p> <p>2 Q Do you have any other addresses?</p> <p>3 A Well, yes. I -- I live somewhat in San</p> <p>4 Diego.</p> <p>5 Q Okay. What address do you live in San</p> <p>6 Diego?</p> <p>7 A 877 Island Avenue.</p> <p>8 Q And in what unit number?</p> <p>9 A 1101.</p> <p>10 Q So that's different than your son's</p> <p>11 unit?</p> <p>12 A Correct.</p> <p>13 Q But the same building?</p> <p>14 A Correct.</p> <p>15 Q Do you rent or own the property here in</p> <p>16 Las Vegas?</p> <p>17 A Well, the trust owns the one here in</p> <p>18 Las Vegas.</p> <p>19 Q Okay. What about the property in San</p> <p>20 Diego?</p> <p>21 A It's rented.</p> <p>22 Q Rented.</p> <p>23 Rented from whom?</p> <p>24 A I don't know.</p> <p>25 Q Do you pay rent?</p>	<p style="text-align: right;">Page 87</p> <p>1 A I would -- I don't know. My husband</p> <p>2 handles it.</p> <p>3 Q Okay. What's your phone number?</p> <p>4 A My cell?</p> <p>5 Q If you can start with your home number</p> <p>6 at Red Arrow.</p> <p>7 A (702) 242-6662.</p> <p>8 Q Okay. And then your phone number in San</p> <p>9 Diego?</p> <p>10 A I haven't got a clue.</p> <p>11 Q And could you give me your cell phone</p> <p>12 number, as well?</p> <p>13 A 702 --</p> <p>14 MR. COFFING: These will be kept</p> <p>15 private, obviously?</p> <p>16 MR. EDWARDS: Of course.</p> <p>17 THE WITNESS: (702) 355-2223.</p> <p>18 MR. COFFING: And, Tom, can I ask</p> <p>19 that that includes your client. I think</p> <p>20 Mr. Lissoy has Mike's cell phone number, but --</p> <p>21 THE WITNESS: Oh, you can't give</p> <p>22 him --</p> <p>23 MR. COFFING: To the extent he --</p> <p>24 Mr. Lissoy doesn't need to know her phone number;</p> <p>25 is that fair? I don't want to get any phone</p>
<p style="text-align: right;">Page 88</p> <p>1 calls, is what I'm saying.</p> <p>2 MR. EDWARDS: How about I will advise</p> <p>3 my client not to call the phone numbers.</p> <p>4 MR. COFFING: Fair enough.</p> <p>5 MR. EDWARDS: Is that fine?</p> <p>6 MR. COFFING: Yeah, that's fine.</p> <p>7 BY MR. EDWARDS:</p> <p>8 Q And are you married; correct?</p> <p>9 A Correct.</p> <p>10 Q To whom?</p> <p>11 A Michael Mona.</p> <p>12 Q Junior; right?</p> <p>13 A Junior.</p> <p>14 Q And you've been married for 32 years?</p> <p>15 A Correct.</p> <p>16 Q What's your spouse's occupation?</p> <p>17 A He is CEO of CannaVest.</p> <p>18 Q Does he do anything else for a living?</p> <p>19 A No.</p> <p>20 Q Is he the CEO of CannaVest full time?</p> <p>21 A Yes.</p> <p>22 Q When did he -- when was CannaVest his</p> <p>23 full-time employer?</p> <p>24 A A few years ago.</p> <p>25 Q Can you give me an estimate?</p>	<p style="text-align: right;">Page 89</p> <p>1 MR. COFFING: No, that's all right,</p> <p>2 if you know --</p> <p>3 THE WITNESS: Three -- I know about</p> <p>4 three years ago.</p> <p>5 BY MR. EDWARDS:</p> <p>6 Q And before that, what was your husband's</p> <p>7 occupation?</p> <p>8 A He was a -- what do you call that when</p> <p>9 you -- MJM -- MJ&A, whatever it's called, yeah.</p> <p>10 Q And what was he doing with MJ&A?</p> <p>11 A He was, you know, giving them advice and</p> <p>12 stuff.</p> <p>13 Q Consulting?</p> <p>14 A Thank you. That's the word.</p> <p>15 Q Where is your husband currently</p> <p>16 employed? I mean --</p> <p>17 A Employed?</p> <p>18 Q I'm talking about locally, actually. I</p> <p>19 know he's employed at CannaVest, but where? Here</p> <p>20 in Las Vegas?</p> <p>21 A Oh, here in Las Vegas.</p> <p>22 Q Does he spend most of his time here in</p> <p>23 Las Vegas?</p> <p>24 A It's split.</p> <p>25 Q Split between where?</p>

<p style="text-align: right;">Page 90</p> <p>1 A Here and San Diego.</p> <p>2 Q Okay. And if you had to put a</p> <p>3 percentage on it, can you estimate for me?</p> <p>4 A 50/50.</p> <p>5 Q Okay. Is that the same for you, as</p> <p>6 well, you spend about 50/50 of your time here and</p> <p>7 in San Diego?</p> <p>8 A I spend more of my time here.</p> <p>9 Q Okay. And why is that?</p> <p>10 A Because this is my home.</p> <p>11 Q So you're probably 60/40, Las Vegas to</p> <p>12 San Diego?</p> <p>13 A It differs all of the time. 70/30</p> <p>14 sometimes.</p> <p>15 Q Okay. We spoke briefly about your</p> <p>16 children.</p> <p>17 You have two children; right?</p> <p>18 A Correct.</p> <p>19 Q One Michael Mona, III?</p> <p>20 A Correct.</p> <p>21 Q He's 29?</p> <p>22 A Correct.</p> <p>23 Q And your other child?</p> <p>24 A Nicole.</p> <p>25 Q Okay. And how old is Nicole?</p>	<p style="text-align: right;">Page 91</p> <p>1 A Twenty-six.</p> <p>2 Q Does she still have -- is Mona still her</p> <p>3 last name?</p> <p>4 A Correct.</p> <p>5 Q Where does she live?</p> <p>6 A San Diego.</p> <p>7 Q Okay. Does your son live in San Diego</p> <p>8 full time?</p> <p>9 A Yes.</p> <p>10 Q At the Island address?</p> <p>11 A Correct.</p> <p>12 Q 701 unit number?</p> <p>13 A Correct.</p> <p>14 Q Where does your daughter live?</p> <p>15 A In San Diego.</p> <p>16 Q With her brother?</p> <p>17 A No.</p> <p>18 Q Somewhere else?</p> <p>19 A Uh-huh.</p> <p>20 Q Okay. Do you know where?</p> <p>21 A Yes.</p> <p>22 Q Okay. Can you give me an address?</p> <p>23 A Do I have to give you an address of</p> <p>24 where my daughter lives? No.</p> <p>25 MR. COFFING: She's lives in San</p>
<p style="text-align: right;">Page 92</p> <p>1 Diego.</p> <p>2 THE WITNESS: She rents, she doesn't</p> <p>3 own, and it's none of anyone's business where my</p> <p>4 daughter lives.</p> <p>5 BY MR. EDWARDS:</p> <p>6 Q And I appreciate it, but there's a lot</p> <p>7 of transfers between family members here, and I</p> <p>8 would like to know her address. You can tell me</p> <p>9 no, but --</p> <p>10 A I'm not going to give you her exact</p> <p>11 address.</p> <p>12 Q Okay. Is your son employed?</p> <p>13 A Yes.</p> <p>14 Q What does he do for work?</p> <p>15 A He works at CannaVest.</p> <p>16 Q What does he do for them?</p> <p>17 A I think his job title is head of product</p> <p>18 development, but I -- I'm not positive.</p> <p>19 Q Okay. And what does he actually do day</p> <p>20 to day?</p> <p>21 A I don't know.</p> <p>22 Q Have you ever spoken to him about it?</p> <p>23 A Yeah, he tells me little things here and</p> <p>24 there, but I don't -- I don't get involved in the</p> <p>25 business.</p>	<p style="text-align: right;">Page 93</p> <p>1 Q Do you have a sense of what he does,</p> <p>2 even though you may not know specifics?</p> <p>3 A Well, he's -- no. I would be guessing.</p> <p>4 Q Is your daughter employed?</p> <p>5 A No. She's a full-time student.</p> <p>6 Q Where at?</p> <p>7 A USD. She's in her master's program</p> <p>8 there.</p> <p>9 Q Okay. What's she getting her master's</p> <p>10 in?</p> <p>11 A Special Ed.</p> <p>12 Q So you've been unofficially retired for</p> <p>13 approximately the last five years?</p> <p>14 A Correct.</p> <p>15 Q And when did you start doing design</p> <p>16 work?</p> <p>17 A About 20 years ago.</p> <p>18 Q Okay. It sounds to me like you were</p> <p>19 more of an independent contractor.</p> <p>20 A Correct.</p> <p>21 Q Nobody has employed you during that</p> <p>22 period of time?</p> <p>23 A Correct.</p> <p>24 Q You've been hired on specific jobs?</p> <p>25 A Correct.</p>

Page 94

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.

Page 96

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.

Page 95

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.

Page 97

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?

Page 98

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

Page 100

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.

Page 99

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?

Page 101

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.

<p style="text-align: right;">Page 102</p> <p>1 Q Do you receive any bonuses?</p> <p>2 A No.</p> <p>3 Q Do you travel often?</p> <p>4 A Sometimes.</p> <p>5 Q Okay. It sounds like you travel semi</p> <p>6 regularly to San Diego.</p> <p>7 A Oh, yeah.</p> <p>8 Q What about overseas?</p> <p>9 A I haven't been overseas in years, since</p> <p>10 my daughter was in Italy for school.</p> <p>11 Q And can we put a time frame on that?</p> <p>12 Your daughter was in school in Italy?</p> <p>13 A Uh-huh.</p> <p>14 Q Okay. When was that?</p> <p>15 A Five years ago, maybe.</p> <p>16 Q And since that time in Italy, you've</p> <p>17 never been overseas?</p> <p>18 A I don't believe so.</p> <p>19 Q Okay. Did you ever sign any legal</p> <p>20 documents while you were in Italy?</p> <p>21 A I don't believe so.</p> <p>22 Q Did you open any bank accounts in Italy?</p> <p>23 A No.</p> <p>24 Q Did you sign any signature cards in</p> <p>25 Italy?</p>	<p style="text-align: right;">Page 103</p> <p>1 A No.</p> <p>2 Q Have you been to any other country in</p> <p>3 which you opened a bank account?</p> <p>4 A No.</p> <p>5 Q Never been to Germany?</p> <p>6 A No.</p> <p>7 Q Never been to the Cayman Islands?</p> <p>8 A No.</p> <p>9 Q Are you aware of any assets held by you,</p> <p>10 your husband, the trust, or any entity in which</p> <p>11 you, your husband, or the trust hold an interest</p> <p>12 that are held overseas?</p> <p>13 A No.</p> <p>14 Q Or in Canada?</p> <p>15 A No.</p> <p>16 Q Or any other foreign country?</p> <p>17 A No.</p> <p>18 Q Do you own any real property other than</p> <p>19 the Red Arrow property?</p> <p>20 A Not to my knowledge, no.</p> <p>21 Q No other property here in Nevada?</p> <p>22 A I don't believe so.</p> <p>23 Q Do you own any property in California?</p> <p>24 A I don't believe so.</p> <p>25 Q You're not aware of any other property</p>
<p style="text-align: right;">Page 104</p> <p>1 you may own in any other state?</p> <p>2 A I don't believe so.</p> <p>3 Q Do you own any commercial buildings?</p> <p>4 A I don't think so, no.</p> <p>5 Q And I'm asking that kind of broad</p> <p>6 question. I'm talking about you, your husband,</p> <p>7 the trust.</p> <p>8 A Yeah, I don't think so.</p> <p>9 Q Have you owned any real property, other</p> <p>10 than the Red Arrow address, in the last five</p> <p>11 years?</p> <p>12 A I don't think so.</p> <p>13 Q Have you ever owned property in Big</p> <p>14 Bear?</p> <p>15 A Yes.</p> <p>16 Q Do you know the address of the property</p> <p>17 you owned in Big Bear?</p> <p>18 A I know the street name. I don't know</p> <p>19 the address, though.</p> <p>20 Q What was the street name?</p> <p>21 A Ironwood.</p> <p>22 Q Ironwood?</p> <p>23 A Uh-huh.</p> <p>24 Q Why do you no longer own the Big Bear</p> <p>25 property?</p>	<p style="text-align: right;">Page 105</p> <p>1 A We sold it.</p> <p>2 Q When did you sell it?</p> <p>3 A About five or six years ago.</p> <p>4 Q Who did you sell it to?</p> <p>5 A I don't know.</p> <p>6 Q Nobody you knew?</p> <p>7 A I don't know. My husband did the</p> <p>8 transaction, so I don't know.</p> <p>9 Q Are you aware of any other real property</p> <p>10 you've owned in the last five years?</p> <p>11 A I had a house in Laguna but lost it.</p> <p>12 Q Okay. Do you know the address of the</p> <p>13 house in Laguna?</p> <p>14 A It was on Crescent Bay.</p> <p>15 Q Why did you lose the house?</p> <p>16 A When the economy crashed. Same reason</p> <p>17 we sold Big Bear.</p> <p>18 Q Okay. Did you -- so you sold the house</p> <p>19 in California?</p> <p>20 A Lost it.</p> <p>21 Q So the lender foreclosed?</p> <p>22 A I'm pretty sure. I think that's what</p> <p>23 happened.</p> <p>24 Q Okay. Any other properties you can</p> <p>25 recall in the last five years?</p>

<p style="text-align: right;">Page 106</p> <p>1 A No, not to my knowledge.</p> <p>2 Q I'm going to go with one of these broad</p> <p>3 questions, where "you" means essentially</p> <p>4 everybody: You, your husband collectively,</p> <p>5 individually, the trust, any entities in which</p> <p>6 that group holds an interest in, is that -- does</p> <p>7 that make sense?</p> <p>8 A Uh-huh, yes.</p> <p>9 Q Okay. Do you own any securities?</p> <p>10 A I don't even know what securities are,</p> <p>11 so --</p> <p>12 Q Do you own any stock?</p> <p>13 A I don't know. I don't know.</p> <p>14 Q Do you believe you might?</p> <p>15 A I don't know of any stocks in my name or</p> <p>16 not.</p> <p>17 Q Okay. And, again, that's why I'm trying</p> <p>18 to use the broad questions. I understand you may</p> <p>19 not know if it's in your name.</p> <p>20 Do you know if it's your husband's name,</p> <p>21 the trust name, any --</p> <p>22 A I don't know.</p> <p>23 Q Okay. Are you generally aware of stock</p> <p>24 that may be held in --</p> <p>25 A I don't know.</p>	<p style="text-align: right;">Page 107</p> <p>1 Q You have no idea?</p> <p>2 A No.</p> <p>3 Q Okay. Do you own any bonds?</p> <p>4 A Not to my knowledge, no.</p> <p>5 Q Any CDs?</p> <p>6 A No.</p> <p>7 Q Any other investments?</p> <p>8 A Not to my knowledge, no.</p> <p>9 Q Do you own -- again, the broad sense of</p> <p>10 "you" -- own any interest in any businesses?</p> <p>11 A Well, I don't. I don't -- I don't know</p> <p>12 if my husband does.</p> <p>13 Q Okay. And that's all I'm asking about,</p> <p>14 is your knowledge.</p> <p>15 A Yeah.</p> <p>16 Q You're positive you don't own any other</p> <p>17 businesses?</p> <p>18 A To the best of my knowledge.</p> <p>19 Q Your husband may, but you're not sure?</p> <p>20 A I don't know.</p> <p>21 Q Okay. And when you -- likewise, you</p> <p>22 don't know if the trust owns any other businesses?</p> <p>23 A I'm pretty sure the trust doesn't own</p> <p>24 anything else.</p> <p>25 Q Do you hold any claims against anybody?</p>
<p style="text-align: right;">Page 108</p> <p>1 A To the best of my knowledge, no.</p> <p>2 Q Another way to word that is, does</p> <p>3 somebody owe you money?</p> <p>4 A To the best of my knowledge, no.</p> <p>5 MR. COFFING: The Super Bowl ticket</p> <p>6 guy owes you money.</p> <p>7 THE WITNESS: Yeah, but I'm not going</p> <p>8 to get that.</p> <p>9 MR. COFFING: I'm sorry. I shouldn't</p> <p>10 interject, but -- and we covered that already.</p> <p>11 THE WITNESS: Yeah. He owes it to</p> <p>12 me, but I probably wouldn't get that. I don't</p> <p>13 know.</p> <p>14 BY MR. EDWARDS:</p> <p>15 Q Do you know if that's part of his</p> <p>16 sentence, he has to pay that money back to you?</p> <p>17 A It's not part of it, no.</p> <p>18 Q How long is he away for, in prison?</p> <p>19 A He actually just got out. He only got a</p> <p>20 year.</p> <p>21 Q And to your knowledge, is he still in</p> <p>22 New York?</p> <p>23 A Yes.</p> <p>24 Q Do you have any hope he's going to pay</p> <p>25 you back?</p>	<p style="text-align: right;">Page 109</p> <p>1 A I always have hope, but --</p> <p>2 Q Do you have any reason to believe he may</p> <p>3 pay you back?</p> <p>4 A No.</p> <p>5 Q Are you aware of any discussions with</p> <p>6 him about paying you back that debt?</p> <p>7 A No.</p> <p>8 Q Are you aware of anybody else owing you</p> <p>9 money?</p> <p>10 A No.</p> <p>11 Q Are you aware of anyone else owing your</p> <p>12 husband money?</p> <p>13 A I don't know.</p> <p>14 Q Are you aware of anybody owing the trust</p> <p>15 any money?</p> <p>16 A I don't believe so.</p> <p>17 Q Are you aware of any other judgments</p> <p>18 against you in the broad sense?</p> <p>19 MR. COFFING: Go ahead, if you know.</p> <p>20 I don't -- I'm sorry, I -- just answer his</p> <p>21 question.</p> <p>22 THE WITNESS: Well, we settled that</p> <p>23 Bank of Nevada one.</p> <p>24 MR. COFFING: Bank of America?</p> <p>25 THE WITNESS: The Bank of America</p>

<p style="text-align: right;">Page 110</p> <p>1 one.</p> <p>2 BY MR. EDWARDS:</p> <p>3 Q I guess are you aware of anyone else</p> <p>4 like my client, Far West, who is attempting --</p> <p>5 A Vaguely aware.</p> <p>6 Q Okay. You are aware of anyone else,</p> <p>7 other than my client, who is trying to collect a</p> <p>8 debt against you?</p> <p>9 A Yeah, vaguely aware.</p> <p>10 Q Okay. Who?</p> <p>11 A Another business thing.</p> <p>12 Q Okay. Do you know -- what do you know</p> <p>13 about that business thing?</p> <p>14 A Not a lot. Just that he's going through</p> <p>15 something else.</p> <p>16 Q Okay. And is there a name associated</p> <p>17 with that business?</p> <p>18 A I don't know.</p> <p>19 Q Do you know how much --</p> <p>20 A No, I don't.</p> <p>21 Q -- is at issue?</p> <p>22 A I don't know.</p> <p>23 Q Do you know a Michael D. Sifen,</p> <p>24 S-I-F-E-N?</p> <p>25 A I do.</p>	<p style="text-align: right;">Page 111</p> <p>1 Q Who is that?</p> <p>2 A It was a business partner of my</p> <p>3 husband's or is a business partner, I don't know.</p> <p>4 Investor. Or I don't know if I'm using the right</p> <p>5 words.</p> <p>6 Q You've met him before?</p> <p>7 A Yes, I have.</p> <p>8 Q Are you still friendly with him?</p> <p>9 A I haven't seen him in a year, but yes.</p> <p>10 I mean ...</p> <p>11 Q What business dealings are you aware of</p> <p>12 Mr. Sifen taking part in?</p> <p>13 A I'm pretty sure he's an investor in</p> <p>14 CannaVest.</p> <p>15 Q Okay. Any other business dealings?</p> <p>16 A I don't know.</p> <p>17 Q And why do you think he's an investor in</p> <p>18 CannaVest?</p> <p>19 A Because I've heard them talk about it.</p> <p>20 Q You've heard Mr. Sifen talk about it?</p> <p>21 A Uh-huh.</p> <p>22 Q Okay. Do you know, does he own his</p> <p>23 interest in CannaVest directly or through some</p> <p>24 entity?</p> <p>25 A I have no idea.</p>
<p style="text-align: right;">Page 112</p> <p>1 Q Are you aware of any liens against you?</p> <p>2 A I don't know.</p> <p>3 Q Are you aware of other pending legal</p> <p>4 actions against you?</p> <p>5 A I don't know. Well, am I aware of it?</p> <p>6 I don't think so, but I don't know.</p> <p>7 MR. COFFING: That's just her.</p> <p>8 THE WITNESS: Yeah, me.</p> <p>9 BY MR. EDWARDS:</p> <p>10 Q I'm asking you in the broader sense.</p> <p>11 A Well, I just told you that I'm aware</p> <p>12 that my husband is involved in another lawsuit.</p> <p>13 Q Okay. The other dispute, do you have</p> <p>14 any idea where they are in the proceeding? Are</p> <p>15 they still fighting about it?</p> <p>16 A Yes.</p> <p>17 Q There's not a judgment that's been</p> <p>18 entered in that case, as far as you know?</p> <p>19 A I don't know. I really don't know.</p> <p>20 Q Okay. So other than that case, are you</p> <p>21 aware of any other cases against you or your</p> <p>22 husband or the trust?</p> <p>23 A I don't know of any.</p> <p>24 Q Okay. Do you know if you have any tax</p> <p>25 debts?</p>	<p style="text-align: right;">Page 113</p> <p>1 A I don't know.</p> <p>2 Q I think earlier you mentioned a</p> <p>3 bankruptcy; right?</p> <p>4 A Correct.</p> <p>5 Q Did you personally file for bankruptcy,</p> <p>6 as well, or just your husband?</p> <p>7 A Both of us.</p> <p>8 Q Okay. When was that?</p> <p>9 A Gosh, I don't -- 15 years ago.</p> <p>10 Q Okay. So roughly 2000?</p> <p>11 A Around 2000, yeah.</p> <p>12 Q Okay. Did you receive your discharge</p> <p>13 from the bankruptcy?</p> <p>14 A No.</p> <p>15 Q Okay. Why is that?</p> <p>16 A We had to pay it all off.</p> <p>17 Q Do you know, was it -- and I'm not good</p> <p>18 at bankruptcy numbers. Was it a Chapter 7?</p> <p>19 A I don't know.</p> <p>20 Q Chapter 11?</p> <p>21 A I think we did both at some point. I</p> <p>22 don't know.</p> <p>23 Q Okay. But eventually you had to pay</p> <p>24 everybody off.</p> <p>25 Did you pay everyone off 100 cents on</p>

Page 114

Page 115

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

Page 116

Page 117

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?

Page 118

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.

Page 120

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.

Page 119

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.

Page 121

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?

<p style="text-align: right;">Page 122</p> <p>1 A Yeah, 2006.</p> <p>2 Q Okay. Do you know, does he owe money on</p> <p>3 that car?</p> <p>4 A I don't believe so.</p> <p>5 Q Do you have anything to do with making</p> <p>6 payments on that car?</p> <p>7 A No.</p> <p>8 Q What, other than -- I guess we've talked</p> <p>9 about your electricity bill can be pretty high,</p> <p>10 especially in the summer. Your Visa bill can be</p> <p>11 pretty high. I'm trying to figure out what money</p> <p>12 is coming out of that --</p> <p>13 A My water, my -- my fish tank is</p> <p>14 ridiculous. Maintenance -- I mean, outside</p> <p>15 maintenance. I mean, just everything it takes to</p> <p>16 run a house.</p> <p>17 Q So you pay somebody to keep up your</p> <p>18 backyard?</p> <p>19 A Yes.</p> <p>20 Q Okay. And so other than electricity,</p> <p>21 what is your next highest monthly bill that you</p> <p>22 pay?</p> <p>23 A I don't know. I don't know. Probably</p> <p>24 the fish tank, I would say.</p> <p>25 Q And why is the fish tank so expensive?</p>	<p style="text-align: right;">Page 123</p> <p>1 A Because it is.</p> <p>2 Q And what associated with it is? Do you</p> <p>3 have a professional that comes over and cleans it?</p> <p>4 A Yes, of course.</p> <p>5 MR. COFFING: It's a big tank.</p> <p>6 THE WITNESS: Yeah. It was a</p> <p>7 mistake.</p> <p>8 BY MR. EDWARDS:</p> <p>9 Q Do you make payments on any other credit</p> <p>10 cards?</p> <p>11 A No. I only make payments on two, Visa</p> <p>12 and the -- and that MasterCard.</p> <p>13 Q And do you make payments on any loans?</p> <p>14 A No.</p> <p>15 Q Do you make payments pursuant to any</p> <p>16 settlement agreements?</p> <p>17 A No.</p> <p>18 Q Are you aware of any settlement</p> <p>19 agreements?</p> <p>20 A Isn't this one?</p> <p>21 Q Well, we haven't settled here.</p> <p>22 A Okay. No, I'm not aware of any.</p> <p>23 MR. COFFING: B of A.</p> <p>24 THE WITNESS: What?</p> <p>25 MR. COFFING: B of A.</p>
<p style="text-align: right;">Page 124</p> <p>1 THE WITNESS: Oh, yeah. That's</p> <p>2 already done, yes. Yes, I am.</p> <p>3 MR. COFFING: That's what he was</p> <p>4 asking.</p> <p>5 THE WITNESS: I'm aware of that.</p> <p>6 BY MR. EDWARDS:</p> <p>7 Q You're aware of the Bank of America?</p> <p>8 A Yes.</p> <p>9 Q And is it your understanding that the</p> <p>10 amount owed under the Bank of America is already</p> <p>11 paid?</p> <p>12 A Yes.</p> <p>13 Q There's no continuing payments?</p> <p>14 A No.</p> <p>15 Q How much was made under the Bank of</p> <p>16 America settlement?</p> <p>17 A I believe around 800,000.</p> <p>18 Q And do you know where that money came</p> <p>19 from?</p> <p>20 A I don't recall where it came from.</p> <p>21 Q Do you remember generally where it came</p> <p>22 from?</p> <p>23 A It could have been my account. I don't</p> <p>24 know. I really don't recall.</p> <p>25 Q Okay. Did --</p>	<p style="text-align: right;">Page 125</p> <p>1 A I really don't recall.</p> <p>2 Q Did Bank of America sue you, as well as</p> <p>3 your husband?</p> <p>4 A I believe so.</p> <p>5 Q Were you a borrower or a guarantor as it</p> <p>6 relates to Bank of America?</p> <p>7 A I really don't know.</p> <p>8 Q And she's going to throw something at us</p> <p>9 if we're not careful about talking over each</p> <p>10 other. It's a pain in the neck. I'm sorry.</p> <p>11 MR. COFFING: Do you know the answer</p> <p>12 to that, or do you want -- do you want me to say?</p> <p>13 She's a guarantor.</p> <p>14 THE WITNESS: Yeah, I really don't</p> <p>15 know. I don't know the specifics.</p> <p>16 BY MR. EDWARDS:</p> <p>17 Q Okay. Do you know if the \$800,000 was</p> <p>18 paid in a lump sum or in payments?</p> <p>19 A I believe it was paid all at once.</p> <p>20 Q Do you have any payments related to</p> <p>21 children?</p> <p>22 A I don't know.</p> <p>23 Q Do you make any payments to help --</p> <p>24 A No. I personally, no.</p> <p>25 Q Do you help pay your daughter's school?</p>

<p style="text-align: right;">Page 126</p> <p>1 A Absolutely. Me personally? I think</p> <p>2 that's what the trust does.</p> <p>3 Q Okay. How does the trust pay for your</p> <p>4 daughter's school?</p> <p>5 A I don't know, because I'm not involved.</p> <p>6 MR. COFFING: Specify which trust?</p> <p>7 THE WITNESS: Oh, Mik-Nik or Nik-Mik</p> <p>8 or whatever it's called. I'm sorry.</p> <p>9 BY MR. EDWARDS:</p> <p>10 Q Not the Mona Family Trust?</p> <p>11 A No. No.</p> <p>12 Q The Mik-Nik Trust you believe pays for</p> <p>13 your daughter's school?</p> <p>14 A Yes, I believe.</p> <p>15 Q Okay. Do you out of any of your</p> <p>16 accounts make any payments to help support your</p> <p>17 children?</p> <p>18 A Well, I helped my son with his house.</p> <p>19 Q Sure. Okay. That's a good example.</p> <p>20 A That was a nice help.</p> <p>21 Q Absolutely.</p> <p>22 Any others?</p> <p>23 A No, I don't have any monthly payments to</p> <p>24 my children.</p> <p>25 Q Any less regularly than monthly? You</p>	<p style="text-align: right;">Page 127</p> <p>1 know, every six months?</p> <p>2 A No, but I help support my daughter. She</p> <p>3 doesn't have an income, so I take her shopping</p> <p>4 and, you know, things like that.</p> <p>5 Q Okay. Do you, you know, send her money</p> <p>6 for spending money?</p> <p>7 A I don't, no.</p> <p>8 Q Okay. Do you know if somebody sends her</p> <p>9 money for spending money?</p> <p>10 A Somebody gives her spending money.</p> <p>11 Q But you don't know where or how that's</p> <p>12 paid?</p> <p>13 A No.</p> <p>14 Q Do you know if your son receives any</p> <p>15 help for living expenses?</p> <p>16 A I don't know.</p> <p>17 Q Do you know how much your son gets paid</p> <p>18 from CannaVest?</p> <p>19 A That is very funny. He's 29 years old.</p> <p>20 He's not going to tell me anything like that.</p> <p>21 He's a grown man. I don't get involved in that</p> <p>22 kind of stuff with him.</p> <p>23 Q Do you have any payments to support your</p> <p>24 parents?</p> <p>25 A Yes.</p>
<p style="text-align: right;">Page 128</p> <p>1 Q Okay. And what are those?</p> <p>2 A I give my mom \$800 a month.</p> <p>3 Q Okay. Any other payments to support</p> <p>4 your parents --</p> <p>5 A No.</p> <p>6 Q -- or your husband's parents?</p> <p>7 A They're deceased.</p> <p>8 Q Okay. And where does the \$800 a month</p> <p>9 come from?</p> <p>10 A My -- oh, that's another one of my</p> <p>11 bills. That comes out of my -- that check.</p> <p>12 Q The Bank of Nevada checking account?</p> <p>13 A Correct.</p> <p>14 Q Any other assistance you provide to your</p> <p>15 parents?</p> <p>16 A Nope, I don't think so.</p> <p>17 Q Not with, you know, a retirement home</p> <p>18 or --</p> <p>19 A No.</p> <p>20 Q -- medical expenses?</p> <p>21 A No.</p> <p>22 Q Okay. How much cash do you have?</p> <p>23 A I've already told you that.</p> <p>24 Q Well, you've told me the amounts in the</p> <p>25 bank accounts, and I appreciate that.</p>	<p style="text-align: right;">Page 129</p> <p>1 A Oh, that's all I have. \$200 in my</p> <p>2 purse.</p> <p>3 Q Okay. Do you have any money in cash</p> <p>4 stored in the house?</p> <p>5 A No.</p> <p>6 Q Do you have any cash stored in a safety</p> <p>7 deposit box?</p> <p>8 A No.</p> <p>9 Q Do you have cash stored anywhere --</p> <p>10 A No.</p> <p>11 Q -- other than the bank?</p> <p>12 A No.</p> <p>13 Q And I'll limit that further.</p> <p>14 Are you aware of any -- do you store</p> <p>15 cash anywhere other than the three bank accounts</p> <p>16 that we've talked about, two at the Bank of George</p> <p>17 and one at the Bank of Nevada?</p> <p>18 A No.</p> <p>19 Q And I guess the same questions -- I</p> <p>20 meant that to be the broad "you," but the same</p> <p>21 goes for your husband?</p> <p>22 A I have no idea how much money he has.</p> <p>23 Q Okay. Are you aware if he's storing</p> <p>24 cash anywhere?</p> <p>25 A No.</p>

Page 130

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

Page 132

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.

Page 131

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?

Page 133

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?

Page 134

Page 135

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.

Page 136

Page 137

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

Page 138

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

Page 140

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

Page 139

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,

Page 141

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

<p style="text-align: right;">Page 142</p> <p>1 of CannaVest?</p> <p>2 A Yes.</p> <p>3 Q Have you ever heard of Speedway</p> <p>4 Industrial Tenant, LLC?</p> <p>5 A No.</p> <p>6 Q Have you ever heard of Lendene</p> <p>7 Enterprises, LLC? And that's L-E-N-D-E-N-E.</p> <p>8 A No.</p> <p>9 Q No?</p> <p>10 A No, I've never heard of it.</p> <p>11 Q Have you ever heard of Monaco</p> <p>12 Development, LLC?</p> <p>13 A Yes.</p> <p>14 Q What's that?</p> <p>15 A It was our company for 30 years.</p> <p>16 Q Okay. What does it do now?</p> <p>17 A Nothing.</p> <p>18 Q It has no operations?</p> <p>19 A I don't -- you know what, I really don't</p> <p>20 know. I shouldn't say that. I don't know.</p> <p>21 Q What's your understanding about when it</p> <p>22 ceased its operations?</p> <p>23 A Well, I don't know if it ceased, because</p> <p>24 I know it's still there, I think. I don't know.</p> <p>25 Q Are you aware of any current operations?</p>	<p style="text-align: right;">Page 143</p> <p>1 A No. I'm not exactly sure what it does.</p> <p>2 Q Okay. Monaco Development, LLC, is the</p> <p>3 entity that used to write you your monthly check;</p> <p>4 correct?</p> <p>5 A Correct.</p> <p>6 Q Do they still write you any monthly</p> <p>7 checks?</p> <p>8 A No.</p> <p>9 Q Do they pay any expenses to you?</p> <p>10 A Not to me.</p> <p>11 Q Do they pay any expenses for you?</p> <p>12 A I don't know.</p> <p>13 Q I guess I want to understand that</p> <p>14 clarification.</p> <p>15 They don't pay anything to you?</p> <p>16 A No.</p> <p>17 Q Okay. So they pay something for you?</p> <p>18 A I don't know.</p> <p>19 Q Okay.</p> <p>20 MR. COFFING: We talked about the</p> <p>21 Amex.</p> <p>22 THE WITNESS: They could possibly.</p> <p>23 And they could possibly be the ones paying my</p> <p>24 mortgage, but I don't know that. That's a guess.</p> <p>25</p>
<p style="text-align: right;">Page 144</p> <p>1 BY MR. EDWARDS:</p> <p>2 Q So you're not quite sure if the mortgage</p> <p>3 is being paid by CannaVest or Monaco?</p> <p>4 A I don't know. I would assume Monaco,</p> <p>5 though. I would assume.</p> <p>6 Q Do you know where Monaco gets its money</p> <p>7 from?</p> <p>8 A No.</p> <p>9 Q Have you ever heard of New Times, LLC?</p> <p>10 A Of what?</p> <p>11 Q New Times, LLC.</p> <p>12 A No.</p> <p>13 Q Have you heard of Rio Vista Nevada, LLC?</p> <p>14 A I think that's what we're being sued</p> <p>15 for, right? Rio Vista, yeah.</p> <p>16 Q Have you heard of that entity before?</p> <p>17 A Yes.</p> <p>18 Q Okay. What is Rio Vista Nevada, LLC?</p> <p>19 A It was some property out in desert --</p> <p>20 Palm Springs.</p> <p>21 Q Does Rio Vista Nevada, LLC, have any</p> <p>22 operations that you're aware of?</p> <p>23 A I don't really know anything about it.</p> <p>24 Q Do you know if it stopped operating at</p> <p>25 some point?</p>	<p style="text-align: right;">Page 145</p> <p>1 A I don't know if it ever was operating.</p> <p>2 I don't know anything about it.</p> <p>3 Q What is M&M Development, Inc.?</p> <p>4 A It's what was before Monaco. Same</p> <p>5 company, different name, I believe. I'm pretty</p> <p>6 sure.</p> <p>7 Q Okay. So to the best of your</p> <p>8 understanding, there is no more M&M Development,</p> <p>9 Inc.?</p> <p>10 A No.</p> <p>11 Q It ceased operations?</p> <p>12 A I'm pretty sure.</p> <p>13 Q Do you know when it ceased operations?</p> <p>14 A No.</p> <p>15 Q Do you know what M&M stands for?</p> <p>16 A Michael and Michael.</p> <p>17 Q Your husband and father -- or, I'm</p> <p>18 sorry, your husband and son?</p> <p>19 A Yeah.</p> <p>20 Q They were working together on</p> <p>21 developments?</p> <p>22 A No. My son was like newborn, so ...</p> <p>23 Q Okay. Do you know when M&M Development</p> <p>24 became Monaco Development?</p> <p>25 A I don't recall, no.</p>

<p style="text-align: right;">Page 146</p> <p>1 Q Do you remember generally?</p> <p>2 A No, not really.</p> <p>3 Q Have you heard of Emerald Suites, LLC?</p> <p>4 A Yes.</p> <p>5 Q What's that?</p> <p>6 A It was what we built and owned and</p> <p>7 operated.</p> <p>8 Q Okay. When did you build, own, and</p> <p>9 operate?</p> <p>10 A After bankruptcy, that's what we started</p> <p>11 on.</p> <p>12 Q So sometime after 2000?</p> <p>13 A Uh-huh.</p> <p>14 Q Can you give me some time frames?</p> <p>15 A I mean, whenever we came out of</p> <p>16 bankruptcy, we started building them and -- up</p> <p>17 until the recession.</p> <p>18 Q Okay. From roughly 2000 to 2008?</p> <p>19 A 2010? Was the recession that long ago?</p> <p>20 2010.</p> <p>21 Q My economist says --</p> <p>22 MR. COFFING: It seems like</p> <p>23 yesterday.</p> <p>24 THE WITNESS: 2010, I thought, but</p> <p>25 somewhere in that.</p>	<p style="text-align: right;">Page 147</p> <p>1 BY MR. EDWARDS:</p> <p>2 Q Somewhere in that time frame?</p> <p>3 A Uh-huh.</p> <p>4 Q So what did Emerald Suites, LLC, build?</p> <p>5 A Daily/weekly units.</p> <p>6 Q Okay. And multiple sites, or just one?</p> <p>7 A Multiple.</p> <p>8 Q How many?</p> <p>9 A I don't remember anymore. One on the</p> <p>10 Las Vegas strip. I don't remember. Three. I</p> <p>11 don't know. Because I can't remember from that</p> <p>12 time to the time previously, when it was M&M and</p> <p>13 it was before bankruptcy.</p> <p>14 Q Okay. What happened to the properties?</p> <p>15 A Oh, I know. The other one was on</p> <p>16 Cameron. I think there were just two Emerald</p> <p>17 Suites, one on Cameron and one on Las Vegas</p> <p>18 Boulevard.</p> <p>19 Q And what happened to the properties</p> <p>20 developed by Emerald Suites, LLC?</p> <p>21 A Did we lose them? Did we lose them?</p> <p>22 MR. COFFING: I can't answer. I</p> <p>23 could help, if it -- but I can't answer.</p> <p>24 THE WITNESS: I think we lost them</p> <p>25 back to the bank or -- I -- I know I didn't sell</p>
<p style="text-align: right;">Page 148</p> <p>1 them. I still owed money. That's what -- the</p> <p>2 judgment was for them.</p> <p>3 BY MR. EDWARDS:</p> <p>4 Q For Bank of America?</p> <p>5 A Uh-huh.</p> <p>6 Q Yes?</p> <p>7 A Yes.</p> <p>8 Q Have you heard of Fudds, LLC?</p> <p>9 F-U-D-D-S.</p> <p>10 A Yes.</p> <p>11 Q What is that?</p> <p>12 A It was a Fuddruckers, that -- that</p> <p>13 hamburger place thingy. We thought about buying</p> <p>14 my son one for graduation, and we didn't -- never</p> <p>15 did.</p> <p>16 Q Okay. So Fudds, LLC, has never had any</p> <p>17 operations?</p> <p>18 A As far as I know, no.</p> <p>19 Q Okay. And you talked about M&M</p> <p>20 Development, Inc.</p> <p>21 Have you ever heard of M&M Ventures,</p> <p>22 LLC?</p> <p>23 A No.</p> <p>24 Q Have you ever heard of Sunrise RV Park,</p> <p>25 Inc.?</p>	<p style="text-align: right;">Page 149</p> <p>1 A Yes.</p> <p>2 Q What's that?</p> <p>3 A That was the RV park attached to the</p> <p>4 casino.</p> <p>5 Q Which casino?</p> <p>6 A Sunrise.</p> <p>7 Q Okay. And did you have an interest in</p> <p>8 Sunrise RV Park, Inc.?</p> <p>9 A I owned it. Michael and I owned it.</p> <p>10 Q And what happened to that asset?</p> <p>11 A We lost it in the bankruptcy.</p> <p>12 Q So it was an asset that you held prior</p> <p>13 to 2000?</p> <p>14 A Yes.</p> <p>15 Q Since the bankruptcy, has there been any</p> <p>16 business operations in the Sunrise RV Park, Inc.?</p> <p>17 A No. Well, I don't know. I don't know</p> <p>18 if it's still there, but we don't own it.</p> <p>19 Q Okay. Do you know if anybody that</p> <p>20 you're related to owns it?</p> <p>21 A Well, no one related to us owns it.</p> <p>22 Q Have you ever heard of Food@Fifth, LLC?</p> <p>23 A No.</p> <p>24 Q And that's the @ sign as opposed to</p> <p>25 spelling it out.</p>

<p style="text-align: right;">Page 150</p> <p>1 Have you ever heard of AZ 12, LLC?</p> <p>2 A AZ 12? No.</p> <p>3 Q Have you ever heard of Stranger Than</p> <p>4 Fiction, LLC?</p> <p>5 A Yes.</p> <p>6 Q What's that?</p> <p>7 A It was a bad investment I made.</p> <p>8 Q Okay. When did you make the investment?</p> <p>9 A Oh, God, a long time ago. I don't</p> <p>10 remember if it was 12 years ago or 18 years -- I</p> <p>11 can't remember in what time frame. Maybe like 12</p> <p>12 years ago.</p> <p>13 Q What was Stranger Than Fiction, LLC,</p> <p>14 supposed to be?</p> <p>15 A It was supposed to be a movie and a book</p> <p>16 written by Jack Sheehan. And we were all involved</p> <p>17 in it, all kinds of people. And I gave \$75,000 to</p> <p>18 it. It never took off.</p> <p>19 Q Did you receive your money back?</p> <p>20 A No.</p> <p>21 Q Did you receive any money back?</p> <p>22 A No. It was a thorn in Michael's side.</p> <p>23 I did it when he wasn't there. I went to lunch</p> <p>24 and did it myself. He wasn't thrilled.</p> <p>25 Q Were there other investors in Stranger</p>	<p style="text-align: right;">Page 151</p> <p>1 Than Fiction, LLC?</p> <p>2 A Yeah, tons.</p> <p>3 Q And your husband wasn't one of them?</p> <p>4 A No.</p> <p>5 Q And what money did you use to invest in</p> <p>6 Stranger Than --</p> <p>7 A You know, I don't know if he was one. I</p> <p>8 don't know. I actually don't know where that</p> <p>9 money came from, if it was in my name or his name.</p> <p>10 I don't know.</p> <p>11 Q You don't know where that \$75,000 came</p> <p>12 from?</p> <p>13 A No. I would assume he paid it.</p> <p>14 Q Okay. Have you ever heard of The</p> <p>15 Employers Holdings, Inc.?</p> <p>16 A No.</p> <p>17 Q Have you ever heard of Bamburgh</p> <p>18 Holdings, LLC?</p> <p>19 A No.</p> <p>20 Q I'll spell that for you. It's</p> <p>21 B-A-M-B-U-R-G-H.</p> <p>22 A No.</p> <p>23 Q Have you ever heard of --</p> <p>24 A Not to my knowledge, any of these.</p> <p>25 Q Have you heard of Scarlet Holdings, LP?</p>
<p style="text-align: right;">Page 152</p> <p>1 A LB?</p> <p>2 Q LP. It's a limited partnership.</p> <p>3 A No, not to my knowledge.</p> <p>4 Q Scarlet Holdings itself doesn't ring a</p> <p>5 bell to you?</p> <p>6 A Say that one more time.</p> <p>7 Q Scarlet Holdings doesn't ring a bell to</p> <p>8 you?</p> <p>9 A Well, the name Scarlet does, but I don't</p> <p>10 know about Scarlet Holdings.</p> <p>11 Q What do you recall about Scarlet?</p> <p>12 A I just know that name, but I don't know</p> <p>13 about the holdings company.</p> <p>14 Q Okay. What do you know about Scarlet?</p> <p>15 A What do I know about Scarlet? It was my</p> <p>16 dog's name.</p> <p>17 Q Okay. Did you -- did you start a</p> <p>18 company with the name of your --</p> <p>19 A No, I did not. I did not, no.</p> <p>20 Q And I know now we're getting later in</p> <p>21 the day, but if you can --</p> <p>22 A I have no idea. No idea.</p> <p>23 Q Okay. I know we're getting later in the</p> <p>24 day, but if you'd do your best to let me finish</p> <p>25 the question.</p>	<p style="text-align: right;">Page 153</p> <p>1 A I'm sorry. I'm sorry.</p> <p>2 Q I just want to make sure the record is</p> <p>3 as clear as we can.</p> <p>4 A Sorry.</p> <p>5 Q Are you involved in any other</p> <p>6 partnerships that you're aware of? I'm asking of</p> <p>7 "you" in the broad sense.</p> <p>8 A I can only answer for me, and I'm not.</p> <p>9 Q Are you aware of any other partnerships</p> <p>10 that your husband is a part of?</p> <p>11 A I'm not aware.</p> <p>12 Q Are you aware of any partners that your</p> <p>13 trust is involved in, the Mona Family Trust?</p> <p>14 A I'm not aware of.</p> <p>15 Q Are you receiving any disability</p> <p>16 payments?</p> <p>17 A No.</p> <p>18 Q Are you receiving any unemployment</p> <p>19 payments?</p> <p>20 A No.</p> <p>21 Q Do you have any other businesses that we</p> <p>22 haven't discussed today?</p> <p>23 A No.</p> <p>24 Q You have no retirement accounts or</p> <p>25 savings at all?</p>

<p style="text-align: right;">Page 154</p> <p>1 A I don't.</p> <p>2 Q And neither, to your knowledge, does</p> <p>3 your husband?</p> <p>4 A No my knowledge, no.</p> <p>5 Q Do you own any prepaid or tuition</p> <p>6 accounts for your children?</p> <p>7 A No.</p> <p>8 Q Are there any educational savings funds</p> <p>9 for your children?</p> <p>10 A No.</p> <p>11 Q Do you know if the trust, the Mona</p> <p>12 Family Trust, has ever filed for tax returns?</p> <p>13 A I have no idea.</p> <p>14 Q Do you know if you filed your 2014 tax</p> <p>15 returns?</p> <p>16 A I would assume my husband did my taxes</p> <p>17 for me. Ed Wilson would have all of that</p> <p>18 information.</p> <p>19 (Exhibit No. 8 was marked.)</p> <p>20 BY MR. EDWARDS:</p> <p>21 Q Okay. I'm showing you what's been</p> <p>22 marked as Exhibit 8, which appears to be a 2014</p> <p>23 tax return for you and your husband.</p> <p>24 Do you recognize this document?</p> <p>25 A No.</p>	<p style="text-align: right;">Page 155</p> <p>1 Q Have you ever seen this document before?</p> <p>2 A Never.</p> <p>3 Q On the second page, down towards the</p> <p>4 bottom, if I'm reading this right, it shows that</p> <p>5 you're entitled to a refund of over \$55,000.</p> <p>6 Do you see that?</p> <p>7 A I see 55,000 right there.</p> <p>8 Q Across from the -- in the refund aisle</p> <p>9 or column -- I guess row.</p> <p>10 A Okay. Cool.</p> <p>11 Q Do you see that?</p> <p>12 A I do.</p> <p>13 Q Do you know if you've received that</p> <p>14 refund?</p> <p>15 A I have no idea.</p> <p>16 Q This payment conceivably would have been</p> <p>17 made in just the past few weeks.</p> <p>18 A I wouldn't see it.</p> <p>19 Q You have no idea what bank account that</p> <p>20 would have been deposited into?</p> <p>21 A No idea.</p> <p>22 Q You would have noticed if \$55,000 was</p> <p>23 deposited into one of your three accounts;</p> <p>24 correct?</p> <p>25 A I would have.</p>
<p style="text-align: right;">Page 156</p> <p>1 Q And you're telling me that it was not?</p> <p>2 A No, it was not.</p> <p>3 Q \$55,000 was not deposited in your</p> <p>4 accounts since April of this year?</p> <p>5 A No.</p> <p>6 Q Let me direct your attention to page</p> <p>7 nine or, at the bottom right-hand corner, it's</p> <p>8 page 400 of Exhibit 8.</p> <p>9 The very bottom, you'll see net</p> <p>10 long-term capital gain or loss.</p> <p>11 Do you see that?</p> <p>12 A No. I'm sorry. What?</p> <p>13 Q The very, very bottom.</p> <p>14 A Okay.</p> <p>15 Q It shows over half a million dollar loss</p> <p>16 in 2014.</p> <p>17 Do you see that?</p> <p>18 A Uh-huh.</p> <p>19 MR. COFFING: Well, I'll object that</p> <p>20 it shows for '14, because that could be a loss</p> <p>21 carried forward, too. So with that -- that's a</p> <p>22 caveat, but I would just object to the</p> <p>23 characterization of the loss of 2014.</p> <p>24 BY MR. EDWARDS:</p> <p>25 Q Are you aware that you reported a</p>	<p style="text-align: right;">Page 157</p> <p>1 \$500,000 loss in 2014?</p> <p>2 A No, I'm not aware. I've never seen</p> <p>3 this. I've never done my taxes. I've never been</p> <p>4 involved. Michael has never involved me.</p> <p>5 Q Do you have any idea why you would be</p> <p>6 reporting a \$500,000 loss in 2014?</p> <p>7 A I have no idea.</p> <p>8 Q Does it surprise that you reported a</p> <p>9 loss of over 500,000 in 2014?</p> <p>10 A No.</p> <p>11 Q Why does that not surprise you?</p> <p>12 A Because when you -- because it just</p> <p>13 doesn't. The money you lose running businesses</p> <p>14 and stuff, I would not be surprised.</p> <p>15 Q Okay. I'm going to go through some</p> <p>16 lists of some assets, and I'm going to use the</p> <p>17 "you" in the broad sense, again, so including you,</p> <p>18 your husband, the trust, any entity that you --</p> <p>19 A Got it.</p> <p>20 Q -- you or the trust has an interest in.</p> <p>21 Does that make sense?</p> <p>22 A Got it.</p> <p>23 Q Okay. Do you own any libraries?</p> <p>24 A Any libraries?</p> <p>25 Q Yeah.</p>

Page 158

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

Page 160

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

Page 159

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.

Page 161

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.

<p style="text-align: right;">Page 162</p> <p>1 MR. COFFING: That's all right.</p> <p>2 BY MR. EDWARDS:</p> <p>3 Q Your refrigerator, for example --</p> <p>4 A I have a refrigerator and a dishwasher</p> <p>5 and a stove and a microwave.</p> <p>6 MR. COFFING: Just calm down. All</p> <p>7 right.</p> <p>8 THE WITNESS: This is ridiculous.</p> <p>9 MR. COFFING: Just calm down.</p> <p>10 BY MR. EDWARDS:</p> <p>11 Q Who makes your refrigerator?</p> <p>12 A Sub-Zero.</p> <p>13 Q Okay. Who makes your dishwasher?</p> <p>14 A I have no idea.</p> <p>15 Q Who makes your washer machine?</p> <p>16 A I have no idea.</p> <p>17 Q Do you have a washer and dryer?</p> <p>18 A I absolutely do have a washer and dryer.</p> <p>19 Q Any large household goods like that that</p> <p>20 you can think of in your home?</p> <p>21 A I have a bed. I have a lot of beds. I</p> <p>22 have a couch.</p> <p>23 MR. COFFING: Safe to say you have</p> <p>24 the normal household furnishings?</p> <p>25 THE WITNESS: I have all of the</p>	<p style="text-align: right;">Page 163</p> <p>1 normal household furnishings and kitchen</p> <p>2 appliances. I have dishes and glasses and</p> <p>3 silverware.</p> <p>4 BY MR. EDWARDS:</p> <p>5 Q Is it actual silver?</p> <p>6 A No, it's not.</p> <p>7 Q Do you have any real silverware?</p> <p>8 A No, I do not.</p> <p>9 Q You said you have lots of beds.</p> <p>10 How many beds do you have in your house?</p> <p>11 A I have four beds.</p> <p>12 Q Who makes the beds?</p> <p>13 MR. COFFING: Come on. Really? Who</p> <p>14 makes the beds? I mean, we are getting</p> <p>15 ridiculous.</p> <p>16 You have normal beds?</p> <p>17 MR. EDWARDS: I don't know. I -- I</p> <p>18 don't know if she has normal beds, and that's why</p> <p>19 I'm asking the questions.</p> <p>20 THE WITNESS: I make the beds.</p> <p>21 MR. EDWARDS: I'd ask that you not</p> <p>22 coach the witness. I appreciate what you're</p> <p>23 doing, but --</p> <p>24 MR. COFFING: I'm not, but we're</p> <p>25 getting awfully tedious here and bordering on</p>
<p style="text-align: right;">Page 164</p> <p>1 harassment.</p> <p>2 THE WITNESS: Yeah, it's totally</p> <p>3 harassment.</p> <p>4 MR. COFFING: Okay. Just answer the</p> <p>5 question, if you know.</p> <p>6 THE WITNESS: I make my bed.</p> <p>7 BY MR. EDWARDS:</p> <p>8 Q Who did you purchase your beds from?</p> <p>9 A Oh, dear God.</p> <p>10 MR. COFFING: You need to just answer</p> <p>11 the question if you recall where you purchased</p> <p>12 your bed.</p> <p>13 THE WITNESS: I don't recall.</p> <p>14 BY MR. EDWARDS:</p> <p>15 Q Okay. You mentioned you have couches in</p> <p>16 your house.</p> <p>17 A Uh-huh.</p> <p>18 Q What other furnishings do you have in</p> <p>19 your house?</p> <p>20 A Chairs, tables, lamps.</p> <p>21 Q Okay. How much couches do you have in</p> <p>22 the home?</p> <p>23 A Two.</p> <p>24 Q How many tables do you have in the</p> <p>25 house?</p>	<p style="text-align: right;">Page 165</p> <p>1 A Two.</p> <p>2 Q Big dining room tables?</p> <p>3 A I have one dining room and one kitchen</p> <p>4 table.</p> <p>5 Q Okay. Any other household furnishings</p> <p>6 that you can think of?</p> <p>7 A I don't know.</p> <p>8 Q What about electronics?</p> <p>9 A I have a TV.</p> <p>10 Q How many TVs do you have?</p> <p>11 A I don't know.</p> <p>12 Q No idea --</p> <p>13 A Nope.</p> <p>14 Q -- at your house?</p> <p>15 A I don't know. I have never counted</p> <p>16 them.</p> <p>17 Q Okay. More than five?</p> <p>18 A Yes.</p> <p>19 Q Less than ten?</p> <p>20 A I don't know.</p> <p>21 Q Okay. Do you have electronics at the</p> <p>22 condo in San Diego?</p> <p>23 A Yes, I have TVs.</p> <p>24 Q Any other electronics?</p> <p>25 A No, I -- I don't know. My computer.</p>

<p style="text-align: right;">Page 166</p> <p>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?</p>	<p style="text-align: right;">Page 167</p> <p>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.)</p>
<p style="text-align: right;">Page 168</p> <p>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.</p>	<p style="text-align: right;">Page 169</p> <p>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.</p>

<p style="text-align: right;">Page 170</p> <p>1 Q Okay. And what kind of gun do you own?</p> <p>2 A A lady Smith & Wesson.</p> <p>3 Q Okay. Do you have a concealed weapons</p> <p>4 permit?</p> <p>5 A No.</p> <p>6 Q Where do you store that gun?</p> <p>7 A Not telling.</p> <p>8 Q Well, do you store it in Las Vegas or --</p> <p>9 A Las Vegas.</p> <p>10 Q Okay. And what about your husband's</p> <p>11 firearms?</p> <p>12 A They're for show. They're just up on</p> <p>13 the wall.</p> <p>14 Q Okay. And what kind of guns are they?</p> <p>15 A Some old things. I don't know. He</p> <p>16 doesn't shoot them.</p> <p>17 Q Okay. They're more collectors than they</p> <p>18 are --</p> <p>19 A They're not collectors. They're just</p> <p>20 rifles. A friends of his died and let them to</p> <p>21 him.</p> <p>22 Q And you think there's about three of</p> <p>23 them?</p> <p>24 A Uh-huh.</p> <p>25 Q You have a landlord in San Diego;</p>	<p style="text-align: right;">Page 171</p> <p>1 correct?</p> <p>2 A I would assume so.</p> <p>3 Q Okay. Because you -- you don't own that</p> <p>4 property?</p> <p>5 A Right.</p> <p>6 Q You're renting from somebody?</p> <p>7 A Uh-huh.</p> <p>8 Q Do you have any deposits with that</p> <p>9 landlord?</p> <p>10 A I don't know.</p> <p>11 Q Okay. Have you prepaid any rent in</p> <p>12 San Diego?</p> <p>13 A I don't know.</p> <p>14 Q Do you own any timeshares?</p> <p>15 A Not to my knowledge.</p> <p>16 Q Are you in possession of any funds that</p> <p>17 compensated you or your family for personal</p> <p>18 injury?</p> <p>19 A No.</p> <p>20 Q For wrongful death?</p> <p>21 A No.</p> <p>22 Q For a loss of future earnings?</p> <p>23 A No.</p> <p>24 Q Are you in possession of any money paid</p> <p>25 in restitution for a criminal act?</p>
<p style="text-align: right;">Page 172</p> <p>1 A No.</p> <p>2 Q Are you or your husband collecting any</p> <p>3 social security funds?</p> <p>4 A No.</p> <p>5 Q Are you or your husband receiving any</p> <p>6 funds from a private disability insurance plan?</p> <p>7 A No.</p> <p>8 Q No?</p> <p>9 A (Shaking head.)</p> <p>10 Q Can you say it out loud? I just want</p> <p>11 to --</p> <p>12 A No.</p> <p>13 Q Do you have any money in a trust to</p> <p>14 cover your funeral or burial services?</p> <p>15 A I don't think so.</p> <p>16 Q Do you have any unemployment</p> <p>17 compensation?</p> <p>18 A No.</p> <p>19 Q Are you receiving any funds from the</p> <p>20 Public Employees Retirement System?</p> <p>21 A No.</p> <p>22 Q Did you work long enough with the school</p> <p>23 district to receive any retirement benefits?</p> <p>24 A No.</p> <p>25 Q Are you receiving any public assistance</p>	<p style="text-align: right;">Page 173</p> <p>1 at all?</p> <p>2 A No.</p> <p>3 Q Are you receiving any child welfare</p> <p>4 assistance?</p> <p>5 A No.</p> <p>6 Q We talked about artwork, and you said</p> <p>7 you didn't have any.</p> <p>8 Do you have any sculptures?</p> <p>9 A I mean, I have art on my walls. Is it</p> <p>10 worth anything? No.</p> <p>11 Q What kind of art do you have hanging on</p> <p>12 your walls?</p> <p>13 A I don't know. Just whatever art.</p> <p>14 Q Did you pick it up from a gallery?</p> <p>15 A No, from -- I don't even know. They</p> <p>16 have been there so long, I can't remember where I</p> <p>17 got them.</p> <p>18 Q Do you have any sculptures?</p> <p>19 A No.</p> <p>20 Q If you had to guess, how many paintings</p> <p>21 do you have on your walls?</p> <p>22 A Two, three.</p> <p>23 Q Do you own any antiques?</p> <p>24 A No.</p> <p>25 Q Do you own any stamps, coins?</p>

<p style="text-align: right;">Page 174</p> <p>1 A No.</p> <p>2 Q Do you hold any licenses or permits?</p> <p>3 A No.</p> <p>4 Q Do you know if your husband does?</p> <p>5 A No idea.</p> <p>6 Q Okay. Do you hold any warehouse</p> <p>7 receipts?</p> <p>8 A No.</p> <p>9 Q And I need to read the definition of a</p> <p>10 warehouse receipt. It's a document that provides</p> <p>11 proof of ownership of commodities, like bars of</p> <p>12 copper or bars of gold --</p> <p>13 A No.</p> <p>14 Q -- that are stored in a warehouse,</p> <p>15 vault, depository for safekeeping.</p> <p>16 A No. All of these ways I could have had</p> <p>17 money, and I don't.</p> <p>18 Q You said you don't have any safe-deposit</p> <p>19 boxes; right?</p> <p>20 A No.</p> <p>21 Q Do you use any private vault services?</p> <p>22 A No.</p> <p>23 Q Do you know if your husband does?</p> <p>24 A No idea.</p> <p>25 Q What is the Kisha Spendthrift Trust?</p>	<p style="text-align: right;">Page 175</p> <p>1 K-I-S-H-A.</p> <p>2 A No idea.</p> <p>3 Q Never heard of it before?</p> <p>4 A No.</p> <p>5 Q And you have no idea who the trustees,</p> <p>6 the beneficiaries are?</p> <p>7 A No.</p> <p>8 Q Do you have an understanding of what the</p> <p>9 duties of a trustee are?</p> <p>10 A Not really.</p> <p>11 Q Do you have a general understanding?</p> <p>12 A That if someone dies, I'm in charge.</p> <p>13 Q Okay. Any other duties that you can</p> <p>14 think of?</p> <p>15 A No.</p> <p>16 Q Do you have any collections?</p> <p>17 A No.</p> <p>18 Q Do you have any wine collections?</p> <p>19 A No. I drink them as fast as I get them.</p> <p>20 No time to collect them.</p> <p>21 Q Okay. If you had to guess, how much</p> <p>22 wine do you have in your house now?</p> <p>23 A A few bottles.</p> <p>24 Q You know, two or three or --</p> <p>25 A Ten.</p>
<p style="text-align: right;">Page 176</p> <p>1 Q Ten?</p> <p>2 A Uh-huh.</p> <p>3 (Exhibit No. 9 was marked.)</p> <p>4 BY MR. EDWARDS:</p> <p>5 Q Okay. I'm showing you what's been</p> <p>6 marked as Exhibit 9.</p> <p>7 Have you seen this document before?</p> <p>8 A No.</p> <p>9 Q Do you know what this document is?</p> <p>10 A I do not.</p> <p>11 Q I asked you about this earlier, but</p> <p>12 you -- this document, Residential Lease/Rental</p> <p>13 Agreement identified Bamburgh Holdings, LLC, as</p> <p>14 your landlord in San Diego.</p> <p>15 Do you see that?</p> <p>16 A I do.</p> <p>17 Q You still have no idea who Bamburgh</p> <p>18 Holdings is?</p> <p>19 A No. My landlord, obviously.</p> <p>20 MR. COFFING: There's no question.</p> <p>21 BY MR. EDWARDS:</p> <p>22 Q So you don't think you've ever seen this</p> <p>23 document before?</p> <p>24 A No. I know I've never seen this</p> <p>25 document before.</p>	<p style="text-align: right;">Page 177</p> <p>1 Q Okay. Who is Adam Curtis?</p> <p>2 A A guy I know.</p> <p>3 Q How do you know him?</p> <p>4 A A friend of a friend.</p> <p>5 Q Is he your friend?</p> <p>6 A No.</p> <p>7 Q A friend of family or --</p> <p>8 A No, he's a -- he's a kid. He's like my</p> <p>9 son's age.</p> <p>10 Q Okay. And how do you know Adam?</p> <p>11 A Through my son's friends.</p> <p>12 Q Okay. Are you involved with any</p> <p>13 business transactions with Adam Curtis?</p> <p>14 A I am not, no.</p> <p>15 Q Do you know if you ever borrowed money</p> <p>16 from Adam Curtis?</p> <p>17 A I don't know.</p> <p>18 Q Does Adam Curtis work?</p> <p>19 A Does he work?</p> <p>20 Q Yeah.</p> <p>21 A Yeah. He owns Curtis Steel.</p> <p>22 Q Okay. And what does Curtis Steel do?</p> <p>23 A They're a steel company that's been in</p> <p>24 this town for 50 years.</p> <p>25 Q But he's a relatively young guy; right?</p>

Page 178

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

Page 180

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.

Page 179

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

Page 181

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.

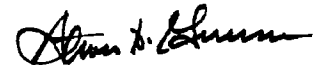
<p style="text-align: right;">Page 182</p> <p>1 Do you own any interest in Fit Athletic</p> <p>2 Club, San Diego?</p> <p>3 A No, I do not.</p> <p>4 Q Now, this Capital -- these CapitalOne</p> <p>5 statements, is this the Visa?</p> <p>6 A This one that you just showed me?</p> <p>7 Q Yeah.</p> <p>8 A No. This is my husband's card. My name</p> <p>9 is on it, but I never use that card. I don't have</p> <p>10 one of those cards.</p> <p>11 Q So you're not familiar with any of the</p> <p>12 charges he would have made?</p> <p>13 A No. I mean, you can show them to me</p> <p>14 and -- no, I don't use the Capital One card.</p> <p>15 (Exhibit No. 12 was marked.)</p> <p>16 BY MR. EDWARDS:</p> <p>17 Q I'm showing you what's been marked as</p> <p>18 Exhibit 12. It's a series of documents. Take</p> <p>19 your time to review it. My question is going to</p> <p>20 be, do you recognize these documents?</p> <p>21 A No, I do not. Wait.</p> <p>22 MR. COFFING: Just take a look. The</p> <p>23 question is, do you recognize it?</p> <p>24 Is that what your question is?</p> <p>25 MR. EDWARDS: Correct.</p>	<p style="text-align: right;">Page 183</p> <p>1 MR. COFFING: Just take a look</p> <p>2 through the whole thing and -- just take a look</p> <p>3 through the whole thing, and then he will ask you</p> <p>4 some questions.</p> <p>5 THE WITNESS: Okay. Go ahead.</p> <p>6 BY MR. EDWARDS:</p> <p>7 Q Okay. Do you recognize these documents?</p> <p>8 A I do not.</p> <p>9 Q Okay. Do you see your signatures on</p> <p>10 some of these pages?</p> <p>11 A I do, yeah.</p> <p>12 Q Okay. But you have a recollection of</p> <p>13 actually signing these documents?</p> <p>14 A I recognize my signature.</p> <p>15 Q But you have no recollection of signing</p> <p>16 these documents?</p> <p>17 A I do not.</p> <p>18 Q So I take it you don't have any</p> <p>19 understanding of what these documents mean or why</p> <p>20 you signed them?</p> <p>21 A Correct.</p> <p>22 Q This is just another example of you</p> <p>23 signing something without reading it?</p> <p>24 A Correct.</p> <p>25 Q Okay. On page -- looking at the bottom</p>
<p style="text-align: right;">Page 184</p> <p>1 right-hand corner, 1154 of Exhibit 12, do you</p> <p>2 recognize your signature?</p> <p>3 A I do.</p> <p>4 Q Okay. The last line above the tax ID</p> <p>5 number it says "Please transfer 95 percent</p> <p>6 ownership to Michael J. Mona, Jr., and Rhonda H.</p> <p>7 Mona, cotrustees for the Mona Family Trust, dated</p> <p>8 February 21, 2002."</p> <p>9 Do you see that?</p> <p>10 A I do.</p> <p>11 Q Do you have any idea what's being</p> <p>12 transferred to the trust?</p> <p>13 A Not a clue.</p> <p>14 Q Do you have any idea why it's being</p> <p>15 transferred to the trust?</p> <p>16 A I do not.</p> <p>17 Q Do you know who owns the remaining</p> <p>18 5 percent?</p> <p>19 A I don't even know what it's 5 percent of</p> <p>20 or 95 percent of.</p> <p>21 Q Okay. Have you ever heard of Emerald</p> <p>22 Suites Cameron, LLC?</p> <p>23 A Yes.</p> <p>24 Q What's Emerald Suites Cameron, LLC?</p> <p>25 A It was the second building that we lost.</p>	<p style="text-align: right;">Page 185</p> <p>1 Q Okay. So you said you lost it.</p> <p>2 Does that mean you didn't make any money</p> <p>3 from it?</p> <p>4 A Yeah, we lost it to B of A. It was</p> <p>5 after -- there were two of them, one on Cameron</p> <p>6 and one on Las Vegas Boulevard.</p> <p>7 Q And this doesn't refresh your</p> <p>8 recollection as to what Employers Holding, Inc.,</p> <p>9 is?</p> <p>10 A Absolutely not.</p> <p>11 What was the date on this?</p> <p>12 MR. EDWARDS: All right. Let's take</p> <p>13 a break.</p> <p>14 (Whereupon, a recess was taken.)</p> <p>15 BY MR. EDWARDS:</p> <p>16 Q Do you own any motorcycles?</p> <p>17 A No.</p> <p>18 Q And I'm using the "you" in the broad</p> <p>19 sense.</p> <p>20 A No. We used to. Not anymore.</p> <p>21 Q When was the last time you owned any</p> <p>22 motorcycles?</p> <p>23 A 2000. 2000.</p> <p>24 Q Did you lose those in the bankruptcy?</p> <p>25 A I did.</p>

<p style="text-align: right;">Page 186</p> <p>1 Q Do you own any bicycles?</p> <p>2 A No.</p> <p>3 Q Do either you or your husband ride</p> <p>4 bicycles?</p> <p>5 A No.</p> <p>6 Q Do you own any other vehicles that we</p> <p>7 haven't discussed today?</p> <p>8 A No. Not to my knowledge, no.</p> <p>9 Q Do you have a Segway?</p> <p>10 A No.</p> <p>11 Q Do you know --</p> <p>12 MR. COFFING: I had a Segway. Sorry.</p> <p>13 THE WITNESS: That guy who owned a</p> <p>14 Segway died on one.</p> <p>15 BY MR. EDWARDS:</p> <p>16 Q Do you own any watches?</p> <p>17 A Yes.</p> <p>18 Q How many watches do you own?</p> <p>19 A One, two. Yeah.</p> <p>20 Q What kind of watches?</p> <p>21 A A Michele watch and a Michael Kors.</p> <p>22 Q Does your husband own any watches?</p> <p>23 A Yeah, he owns one.</p> <p>24 Q Just one?</p> <p>25 A Yeah.</p>	<p style="text-align: right;">Page 187</p> <p>1 Q What kind of watch?</p> <p>2 A I don't know.</p> <p>3 Q You have no idea whatsoever? Is it a</p> <p>4 Rolex?</p> <p>5 A I don't know.</p> <p>6 Q But you're pretty sure it's just one?</p> <p>7 A I think so.</p> <p>8 MR. EDWARDS: Okay. I have nothing</p> <p>9 further.</p> <p>10 MR. COFFING: Thank you.</p> <p>11 MR. EDWARDS: Off the record.</p> <p>12 (Whereupon, the deposition</p> <p>13 concluded at 2:35 p.m.)</p> <p>14 * * * * *</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>
<p style="text-align: right;">Page 188</p> <p>1 CERTIFICATE OF COURT REPORTER</p> <p>2 STATE OF NEVADA)</p> <p>3) ss:</p> <p>4 COUNTY OF CLARK)</p> <p>5 I, Heidi K. Konsten, Certified Court Reporter</p> <p>6 licensed by the State of Nevada, do hereby certify</p> <p>7 that I reported the deposition of RHONDA MONA,</p> <p>8 commencing on June 26, 2015, at 10:31 a.m.</p> <p>9 Prior to being deposed, the witness was duly</p> <p>10 sworn by me to testify to the truth. I thereafter</p> <p>11 transcribed my said stenographic notes via</p> <p>12 computer-aided transcription into written form,</p> <p>13 and that the transcript is a complete, true and</p> <p>14 accurate transcription and that a request was made</p> <p>15 for a review of the transcript.</p> <p>16 I further certify that I am not a relative,</p> <p>17 employee or independent contractor of counsel or</p> <p>18 any party involved in the proceeding, nor a person</p> <p>19 financially interested in the proceeding, nor do I</p> <p>20 have any other relationship that may reasonably</p> <p>21 cause my impartiality to be questioned.</p> <p>22 IN WITNESS WHEREOF, I have set my hand in my</p> <p>23 office in the County of Clark, State of Nevada,</p> <p>24 this July 7, 2015.</p> <p>25 <u>Heidi K. Konsten</u></p> <p>Heidi K. Konsten, RPR, CCR No. 845</p>	<p style="text-align: right;">Page 189</p> <p>1 DEPOSITION ERRATA SHEET</p> <p>2</p> <p>3 Assignment No. 252983</p> <p>4 Case Caption Far West,</p> <p>5 vs.</p> <p>6 Rio Vista Nevada, et al.</p> <p>7</p> <p>8</p> <p>9</p> <p>10 DECLARATION UNDER PENALTY OF PERJURY</p> <p>11</p> <p>12 I declare under penalty of perjury that I</p> <p>13 have read the entire transcript of my deposition</p> <p>14 taken in the above-captioned matter or the same has</p> <p>15 been read to me, and the same is true, accurate,</p> <p>16 save and except for changes and/or corrections, if</p> <p>17 any, as indicated by me on the DEPOSITION ERRATA</p> <p>18 SHEET hereof, with the understanding that I offer</p> <p>19 these changes as if still under oath.</p> <p>20 Signed this _____ day of _____,</p> <p>21 2015, at _____.</p> <p>22</p> <p>23 _____</p> <p>24 RHONDA MONA</p> <p>25</p>

Page 190	Page 191
<p>1 DEPOSITION ERRATA SHEET</p> <p>2 Page No. ___ Line No. ___ Change to: _____</p> <p>3 _____</p> <p>4 Reason for change: _____</p> <p>5 Page No. ___ Line No. ___ Change to: _____</p> <p>6 _____</p> <p>7 Reason for change: _____</p> <p>8 Page No. ___ Line No. ___ Change to: _____</p> <p>9 _____</p> <p>10 Reason for change: _____</p> <p>11 Page No. ___ Line No. ___ Change to: _____</p> <p>12 _____</p> <p>13 Reason for change: _____</p> <p>14 Page No. ___ Line No. ___ Change to: _____</p> <p>15 _____</p> <p>16 Reason for change: _____</p> <p>17 Page No. ___ Line No. ___ Change to: _____</p> <p>18 _____</p> <p>19 Reason for change: _____</p> <p>20 Page No. ___ Line No. ___ Change to: _____</p> <p>21 _____</p> <p>22 Reason for change: _____</p> <p>23 _____</p> <p>24 SIGNATURE: _____ DATE: _____</p> <p>25 RHONDA MONA</p>	<p>1 DEPOSITION ERRATA SHEET</p> <p>2 Page No. ___ Line No. ___ Change to: _____</p> <p>3 _____</p> <p>4 Reason for change: _____</p> <p>5 Page No. ___ Line No. ___ Change to: _____</p> <p>6 _____</p> <p>7 Reason for change: _____</p> <p>8 Page No. ___ Line No. ___ Change to: _____</p> <p>9 _____</p> <p>10 Reason for change: _____</p> <p>11 Page No. ___ Line No. ___ Change to: _____</p> <p>12 _____</p> <p>13 Reason for change: _____</p> <p>14 Page No. ___ Line No. ___ Change to: _____</p> <p>15 _____</p> <p>16 Reason for change: _____</p> <p>17 Page No. ___ Line No. ___ Change to: _____</p> <p>18 _____</p> <p>19 Reason for change: _____</p> <p>20 Page No. ___ Line No. ___ Change to: _____</p> <p>21 _____</p> <p>22 Reason for change: _____</p> <p>23 _____</p> <p>24 SIGNATURE: _____ DATE: _____</p> <p>25 RHONDA MONA</p>

EXHIBIT 7

EXHIBIT 7



CLERK OF THE COURT

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

14 *Attorneys for Plaintiff*

15 **DISTRICT COURT**

16 **CLARK COUNTY, NEVADA**

17 FAR WEST INDUSTRIES, a California
18 corporation,

19 Plaintiff,

20 v.

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

26 Defendants.

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

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:

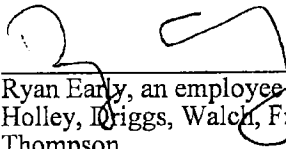
ORDER FOR EXAMINATION OF RHONDA MONA,
AS TRUSTEE OF THE MONA FAMILY TRUST
DATED FEBRUARY 12, 2002.

(Copy attached hereto at #1.)

2. Two envelopes were delivered personally by me to the U.S. Postal Service for processing. Both envelopes were addressed to Rhonda Mona, 2793 Red Arrow Drive, Las

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

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

6
7 
8 Ryan Early, an employee of
9 Holley, Driggs, Walch, Fine, Wray, Puzey &
10 Thompson
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

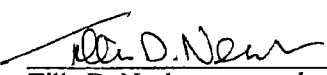
1 **CERTIFICATE OF ELECTRONIC FILING/SERVICE**

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

8 Tye Hanseen, Esq.
9 MARQUIS AURBACH COFFING
10 1001 Park Run Drive
11 Las Vegas, NV 89145
12 E-mail: thanseen@maclaw.com
13 rvesp@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
 nmoseley@nevadafirm.com
 tncalon@nevadafirm.com

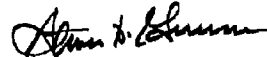
13 Aurora M. Maskall, Esq.
14 David S. Lee, Esq.
15 LEE, HERNANDEZ, LANDRUM &
16 GARAFALO
17 7575 Vegas Drive, #150
18 Las Vegas, NV 89128
19 E-mail: amaskall@lee-lawfirm.com
20 dlee@lee-lawfirm.com
21 lee-lawfirm@live.com

22
23
24
25
26
27
28


Tilla D. Nealon, an employee of
Holley, Driggs, Walch, Fine, Wray, Puzey &
Thompson

EXHIBIT 1

EXHIBIT 1


CLERK OF THE COURT

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

Attorneys for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

FAR WEST INDUSTRIES, a California
corporation,

Plaintiff,

v.

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

Defendants.

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

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

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

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

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

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

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

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

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

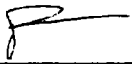
16 IT IS FURTHER HEREBY ORDERED, ADJUDGED AND DECREED that the date
17 and time of the Judgment Debtor Examination may be continued at the Judgment Creditor's
18 discretion so as to accommodate any conflict of schedule which may arise.

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

22 Dated this 13th day of May, 2015.

23 Mary Joellandy
24 DISTRICT COURT JUDGE
25 mb
26
27
28

1 Submitted by:
2 HOLLEY DRIGGS WALCH
3 FINE WRAY PUZEY & THOMPSON

4 By 
5 F. THOMAS EDWARDS, ESQ.
6 Nevada Bar No. 9549
7 400 S. Fourth Street, Third Floor
8 Las Vegas, NV 89101
9 *Attorneys for Plaintiff*
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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
forth your best estimate of the Document's location, and describe the basis upon which the
estimate is made.

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

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

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

13 ITEMS TO BE PRODUCED

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

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

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

1 12. Documents relating to any and all real property in which Judgment Debtor holds an
2 interest or which Judgment Debtor owns, directly or indirectly, including, but not limited
3 to, mortgages, deeds, leases, assignments, subordination agreements, and finance
4 statements.

5 13. Documents relating to any and all tangible or intangible property, including, but not
6 limited to, furnishings, furniture, musical instruments, fixtures, hardware, home
7 accessories, electronics, computers, audio-visual devices, appliances, equipment, jewelry,
8 artwork, antiques, and collections, in which Judgment Debtor holds an interest or which
9 Judgment Debtor owns, directly or indirectly, including, but not limited to, bills of sale,
10 sale receipts, purchase agreements, insurance policies, or promissory notes.

11 14. For the period beginning April 2012 through the present date, Documents relating to all
12 commercial and consumer loans which Judgment Debtor applied for, or which Judgment
13 Debtor guaranteed, that were submitted to any individual, bank, lender, financial
14 institution, finance company, other private entity, public agency or governmental
15 administration.

16 15. For the period beginning April 2012 through the present date, Documents relating to all
17 monies loaned to Judgment Debtor or financed on Judgment Debtor's behalf, including,
18 but not limited to, any home loan, personal property loan, equity loan, or line of credit.

19 16. For the period beginning April 2012 through the present date, Documents relating to any
20 guaranty or assurance of performance made by Judgment Debtor for any contract,
21 agreements, commercial transactions, loans, financing arrangements, notes, mortgages,
22 third party lender agreements, assignments, and subordination agreements of any kind.

23 17. For the period beginning April 2012 through the present date, policies of insurance issued
24 in the name of Judgment Debtor and/or under which Judgment Debtor is a beneficiary,
25 including, but not limited to, policies for life insurance, disability insurance, homeowners
26 insurance, automobile insurance, health insurance, flood insurance, umbrella policies,
27 liability insurance, personal property protection, and corporate director and/or officer
28 insurance.

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

- 1 26. For the period beginning April 2012 through the present date, Documents relating to all
2 tangible or intangible property or other assets sold, assigned, transferred, or conveyed by
3 Judgment Debtor to any person or entity.
- 4 27. Documents relating to any and all trusts of which Judgment Debtor currently is, or has
5 been for the period beginning April 2012 through the present date, or will be in the
6 future, a beneficiary, future beneficiary, settlor, or trustee.
- 7 28. Documents relating to any and all wills of which Judgment Debtor currently is, or has
8 been for the period beginning April 2012 through the present date, or will be a
9 beneficiary.
- 10 29. Documents evidencing any and all other intangible personal, tangible, and/or real
11 property of Judgment Debtor not already identified in the items set forth above.
- 12 30. Documents relating to the current value of any and all property identified in the items set
13 forth above, including, but not limited to, appraisals and tax assessments
- 14 31. A written inventory of any and all property identified in the items set forth above,
15 including, but not limited to, intangible, personal, tangible, and real property, with each
16 specific item of property listed with a description, location, and current fair market value.
- 17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT 2

EXHIBIT 2

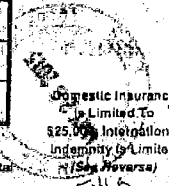
7007 2560 0001 6634 0352

U.S. Postal Service	
CERTIFIED MAIL TM 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	\$
Postmark here	
T-11610414-01 ORDER 50E	
Sent to Rhonda MORA	
Street Apt. No. or PO Box No. 2793 RED ARROW DRIVE	
City, State, ZIP+4 [®] LAS VEGAS NV 89135	
PS Form 3800 August 2004 See Reverse for Instructions	

Registered No. 10894-01

Date Stamp

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

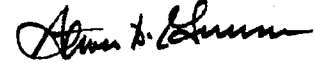


To Be Completed By Customer (Please Print) All Entries Must Be in Ballpoint or Typed	Customer Must Declare		<input type="checkbox"/> With Postal Insurance <input checked="" type="checkbox"/> Without Postal Insurance
	Full Value \$ 11,730		
FROM	Hilley Driggs ranch 10894-01 400 S. Fourth St. #300 RM 300 LAS VEGAS, NV 89101		
	TO RHONDA MONA 2793 RED ARROW DRIVE LAS VEGAS, NV 89135		

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

EXHIBIT 6

EXHIBIT 6



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

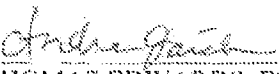
9 IT IS SO ORDERED.

10 Dated this 22nd day of May, 2015.

11 
12 DISTRICT COURT JUDGE
13 MB

14 Submitted by:

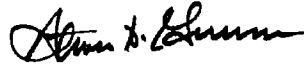
15 HOLLEY, DRIGGS, WALCH,
16 FINE, WRAY, PUZEY & THOMPSON

17 By: 
18 F. THOMAS EDWARDS, ESQ.
19 Nevada Bar No. 9549
20 ANDREA M. GANDARA, ESQ.
21 Nevada Bar No. 12580
22 400 S. Fourth Street, Third Floor
23 Las Vegas, NV 89101

24 Attorneys for Plaintiff Far West Industries
25
26
27
28

EXHIBIT 5

EXHIBIT 5


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)

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

///

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

3 Dated this 21st day of May, 2015.

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

6 

7 F. THOMAS EDWARDS, ESQ.

8 Nevada Bar No. 9549

9 ANDREA M. GANDARA, ESQ.

400 South Fourth Street, Third Floor

Las Vegas, Nevada 89101

Attorneys for Plaintiff Far West Industries

11
12 **MEMORANDUM OF POINTS AND AUTHORITIES**

13 Plaintiff requests to serve Mrs. Mona with this Court's Order for Examination of Rhonda
14 Mona as Trustee of Judgment Debtor the Mona Family Trust Dated February 12, 2002 (the
15 "Judgment Debtor Examination Order"), pursuant to NRS 14.090(1)(b) because Mrs. Mona has
16 evaded personal service by refusing to allow access to her gated home.

17 NRS 14.090(1)(b) states:

18 1. A person who resides at a location to which access is not
19 reasonably available except through a gate may be lawfully served
20 with any legal process in the manner provided in this section. **If**
21 **there is:**

...

22 **(b) No guard posted at the gate and entry through the gate is**
23 **not reasonably available, the court may, if it is satisfied by**
24 **affidavit that those facts are true, allow service of process by**
25 **mailing a copy thereof to the residence by certified or registered**
26 **mail.**

27 Mrs. Mona lives in a gated community with her husband, Judgment Debtor and
28 Defendant Michael J. Mona, Jr. ("Mr. Mona"). Plaintiff has been unable to identify an
employment address for Mrs. Mona.


///

1 Plaintiff's legal process server, Leonard Jay Hirschhorn ("Mr. Hirschhorn") attempted to
2 serve Mrs. Mona three times at her residence. See Affidavit of Attempted Service, a true and
3 correct copy of which is attached hereto as **Exhibit "1."** During each attempt, Mr. Hirschhorn
4 was provided a guard escort to the Monas' home, where there is a locked courtyard gate that
5 prevents access to the front door. See **Exhibit "1."** Mr. Hirschhorn repeatedly rang the bell of
6 the courtyard gate to obtain access to serve process but the Monas did not respond. During one
7 attempt, Mr. Mona's vehicle was at the residence but still there was no answer to the courtyard
8 bell.

9 Plaintiff has been unable to effectuate personal service of the Judgment Debtor
10 Examination Order on Mrs. Mona despite diligent effort. NRS 14.090(1)(b) allows for certified
11 or registered mail service when Mrs. Mona has an unguarded courtyard gate at her residence and
12 entry to the residence is not reasonably available because of the courtyard gate. Accordingly,
13 Plaintiff respectfully requests that this Court order service of the Judgment Debtor Examination
14 Order on Mrs. Mona via certified or registered mail. The proposed Order allowing service via
15 certified or registered mail on Mrs. Mona pursuant to NRS 14.090(1)(b) is attached hereto as
16 **Exhibit "2"**.

17 Dated this 21st day of May, 2015.

18 **HOLLEY DRIGGS WALCH**
19 **FINE WRAY PUZEY & THOMPSON**

20 
21 F. THOMAS EDWARDS, ESQ.
22 Nevada Bar No. 9549
23 ANDREA M. GANDARA, ESQ.
24 Nevada Bar No. 12580
25 400 South Fourth Street, Third Floor
26 Las Vegas, Nevada 89101

27 *Attorneys for Plaintiff Far West Industries*
28

EXHIBIT 1

Legal Process Service, 724 S. 8th Street, Las Vegas, NV 89101 (702) 471-7255

AFFT

Holley, Driggs Walch, Puzey & Thompson
F. Thomas Edwards, Esq.
400 South 4th St., 3rd Floor
Las Vegas, NV 89101
State Bar No.: 9549
Attorney(s) for: Plaintiff(s)

DISTRICT COURT
CLARK COUNTY, NEVADA

Case No.: A-12-670352

Dept. No.: XV

Date: June 11, 2015
Time: 10am

Far West Industries, a California corporation

vs

Plaintiff(s)

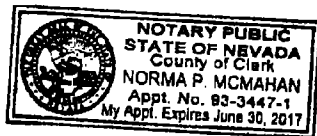
Rio Vista Nevada, LLC, a Nevada limited liability company; et al

Defendant(s)

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**

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)

Plaintiff FAR WEST INDUSTRIES ("Plaintiff" or alternatively, the "Judgment
Creditor"), having submitted an Ex Parte Motion to Serve Rhonda Mona as Trustee of the Mona
Family Trust Dated February 12, 2002 Via Certified or Registered Mail Pursuant to NRS
14.090(1)(b) (the "Ex Parte Motion") to the Court, by and through their counsel of record, F.
THOMAS EDWARDS, ESQ. and ANDREA M. GANDARA, ESQ. of the law firm of
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:

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

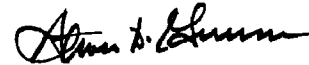
26

27

28

EXHIBIT 4

EXHIBIT 4



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
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.

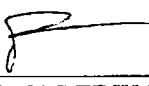
22 Dated this 13th day of May, 2015.

23 
24 DISTRICT COURT JUDGE
25 mb
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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
forth your best estimate of the Document's location, and describe the basis upon which the
estimate is made.

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

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

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

13 ITEMS TO BE PRODUCED

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

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

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

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

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

- 1 26. For the period beginning April 2012 through the present date, Documents relating to all
2 tangible or intangible property or other assets sold, assigned, transferred, or conveyed by
3 Judgment Debtor to any person or entity.
- 4 27. Documents relating to any and all trusts of which Judgment Debtor currently is, or has
5 been for the period beginning April 2012 through the present date, or will be in the
6 future, a beneficiary, future beneficiary, settlor, or trustee.
- 7 28. Documents relating to any and all wills of which Judgment Debtor currently is, or has
8 been for the period beginning April 2012 through the present date, or will be a
9 beneficiary.
- 10 29. Documents evidencing any and all other intangible personal, tangible, and/or real
11 property of Judgment Debtor not already identified in the items set forth above.
- 12 30. Documents relating to the current value of any and all property identified in the items set
13 forth above, including, but not limited to, appraisals and tax assessments
- 14 31. A written inventory of any and all property identified in the items set forth above,
15 including, but not limited to, intangible, personal, tangible, and real property, with each
16 specific item of property listed with a description, location, and current fair market value.
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT 3

EXHIBIT 3

1 DISTRICT COURT
2 CLARK COUNTY, NEVADA
3
4 FAR WEST INDUSTRIES, a)
California corporation,)
5 Plaintiff,) CASE NO: A-12-670352-F
6 vs.) DEPT NO: XV
7 RIO VISTA NEVADA, LLC, a)
Nevada limited liability)
8 company; WORLD DEVELOPMENT,)
INC., a California)
9 corporation; BRUCE MAIZE,)
an individual, MICHAEL J.)
10 MONA, JR., an individual;)
DOES I through 100,)
11 inclusive,)
12 Defendants.)
13
14
15 JUDGMENT DEBTOR EXAMINATION OF MICHAEL J. MONA, JR.
16 LAS VEGAS, NEVADA
17 TUESDAY, JUNE 30, 2015
18
19
20
21
22
23
24 REPORTED BY: BRITTANY J. CASTREJON, CCR NO. 926
25 JOB NO.: 252981

1 A. 2011 maybe. I apologize. I forgot about that.

2 Q. That's okay.

3 A. Yes.

4 Q. And how much was that stock worth?

5 A. 6.8 million.

6 Q. That's right. Okay.

7 But your testimony from before, going back to my
8 original question, your net worth was still negative
9 even in that 2007 time frame when you held the MJNA
10 stock?

11 A. Correct.

12 That obviously includes what I owe; correct?

13 Q. Yes.

14 A. Like include in this judgment?

15 Q. Exactly.

16 A. Oh, definitely, yes.

17 (Exhibit 1 was marked for identification.)

18 BY MR. EDWARDS:

19 Q. Sir, I'm showing you what's been marked as
20 Exhibit 1.

21 Do you recognize this document?

22 A. Yes.

23 Q. What is it?

24 A. It's a Post-Marital Property Settlement Agreement
25 between my wife and I.

1 Q. Any other reason that you can think of that you
2 signed this agreement?

3 A. No.

4 Q. Whose idea was this agreement?

5 A. Well, my wife is the one who demanded the money.
6 So I'd have to say probably her's.

7 Q. This agreement says that you were going to give
8 your wife roughly \$3.4 million; is that right?
9 Specifically I'm referring to the text at the top of
10 page 2 of Exhibit 1.

11 A. Correct.

12 Q. Did you pay that money to your wife?

13 A. Yes.

14 Q. All of it?

15 A. I believe so.

16 Q. What did she do with that money?

17 MR. COFFING: We don't want to get into any
18 conversations you had with Rhonda. Just to the extent
19 you know of your personal knowledge.

20 THE WITNESS: I know she bought a condo for
21 my son. I know she invested into Roen Ventures. I know
22 she made a bad deal with a gentleman called Jonathan
23 Roboski (phonetic spelling). The rest she's paying
24 bills.

25 BY MR. EDWARDS:

1 Do you recognize this document?

2 A. Yes.

3 Q. What is it?

4 A. It's a transcript of my debtor's exam on November
5 25th of 2013.

6 Q. And you see on page 90 where he asks you what you
7 did with the money from the stock sale?

8 A. Correct.

9 Q. And you see your answer was you just paid
10 personal bills and gave 2.6 million to Roen; correct?

11 A. Correct.

12 Q. Do you see any testimony here where you advised
13 us that you split the money with your wife?

14 A. No.

15 Q. Why didn't you tell us that you split the money
16 with your wife?

17 A. No idea.

18 Q. Were you trying to conceal that transfer?

19 A. Not at all.

20 Q. Then, again, why wouldn't you tell us?

21 A. It's in bank records. You can't conceal that. I
22 wouldn't try to conceal that.

23 Q. Again, when you were asked under oath back in
24 2013, just a few weeks after you made this transfer, why
25 didn't you tell us that you made this transfer to your

1 A. T-O-M-C.

2 Q. So Mr. Dowling and Mr. Tomc live in San Diego?

3 A. Correct.

4 Q. And they're only in Las Vegas for occasional
5 meetings?

6 A. Joseph is, yes. Stuart I don't think has ever
7 been to Las Vegas.

8 Q. Where does CannaVest bank?

9 A. First Security Bank of Nevada.

10 Q. Is that the only bank that CannaVest banks at?

11 A. You know, there's another bank in California that
12 they do minor cash deposits for, where people buy cash
13 for products that are running that bank.

14 Q. Who are the signatories on the First Security
15 Bank of Nevada for CannaVest?

16 A. Myself, Joseph Dowling, and my son.

17 Q. You all have individual signatory authority?

18 A. Correct.

19 Q. What is your yearly salary at CannaVest?

20 A. 300,000 a year.

21 Q. How often do you get paid?

22 A. Every two weeks.

23 Q. Does your salary fluctuate in any way?

24 A. I'm sorry?

25 Q. Does your salary fluctuate in any way?

1 STATE OF NEVADA)
) SS:
2 COUNTY OF CLARK)

3 CERTIFICATE OF REPORTER

4 I, Brittany J. Castrejon, a Certified Court
5 Reporter licensed by the State of Nevada, do hereby
6 certify: That I reported the JUDGMENT DEBTOR
7 EXAMINATION OF MICHAEL J. MONA, JR., on Tuesday, June
8 30, 2015, at 9:31 a.m.;

9 That prior to being examined, the witness was
10 duly sworn by me to testify to the truth. That I
11 thereafter transcribed my said stenographic notes into
12 written form, and that the typewritten transcript is a
13 complete, true and accurate transcription of my said
14 stenographic notes. That the reading and signing of the
15 transcript was requested.

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

22 IN WITNESS WHEREOF, I have set my hand in my
23 office in the County of Clark State of Nevada, this 9th
24 day of July, 2015.

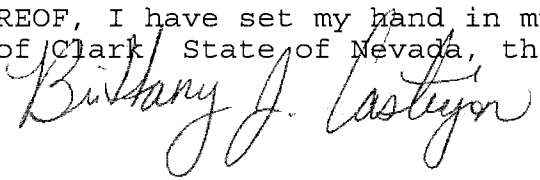
25 
Brittany J. Castrejon, CCR NO. 926

EXHIBIT 2

EXHIBIT 2

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

APR 27 2012

HJV

APR 30 2012

PR

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

FAR WEST INDUSTRIES, a California
corporation,

Plaintiff,

vs.

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

Defendants.

Case No. RIC495966

JUDGE: Hon. Jacqueline Jackson

~~PROPOSED~~ JUDGMENT ~~NUNC PRO TUNC~~

Action Filed: March 24, 2008

Trial Date: September 23, 2011

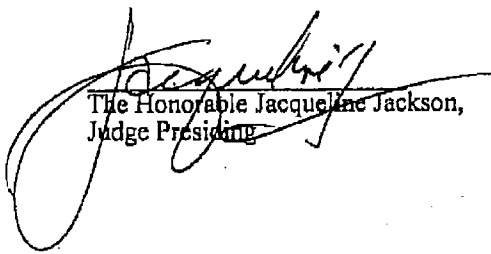
On February 23, 2012, the Honorable Jacqueline Jackson entered Finding of Fact and Conclusion of Law in the above-referenced matter. Based upon those Findings and Conclusion, Judgment is hereby entered in favor of Plaintiff Far West Industries, a California corporation and against the following Defendants,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

~~PROPOSED~~ JUDGMENT ~~NUNC PRO TUNC~~

GREEN & HALL
ATTORNEYS AT LAW
1000 CALIFORNIA AVENUE
RIVERSIDE, CALIFORNIA 92507

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

4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

MAR 06 2012

RDA

MAR 07 2012

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.

1
2 **B. Mona Distributes Construction Loan Proceeds for Purposes Other than**
3 **Construction**

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

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

- 27 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 Pippen (World Development's and RVN attorney) represented to Lissoy and
Ira Glasky of Far West that Mona was a man of substantial financial means who had
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
6 signature and it neither revealed that the Guaranty was from Emerald Suites nor that it
7 had expired.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6 94. Mona was responsible for all finances on behalf of RVN, and Maize told Lissoy that
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
this Agreement..."

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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
3 was going to perform.

4 130. Those improvements were never constructed.

5 **N. Far West Suffers Damage**

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

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

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

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

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

17 136. With 10% pre-judgment interest through the first day of trial, the grand total is
18 \$16,886,132.16.

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

22 **O. Alter Ego**

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

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

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

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

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

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

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

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

7 **II. Conclusions of Law**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20 17. The conspiratorial agreement between Mona and Shustek was for them to take
21 millions of dollars for Vestin in the form of fees, to pay certain individuals and entities
22 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.

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

25 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.

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

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

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

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

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

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

15 27. California law governs any alter ego analysis.

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

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

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

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

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

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

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

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

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

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

7 **IV. JUDGMENT TO BE ISSUED**

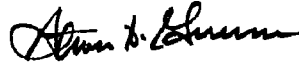
8 Judgment shall issue forthwith against Mona in his individual capacity and as Trustee of
9 the Mona Family Trust, RVN, and World Development in the amount of \$16,886,132.16 plus
10 daily additional damages of \$5,259.75 from September 23, 2011 until entry of Judgment, jointly
11 and severally; this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

15
16 Dated: March 5, 2012


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

EXHIBIT 1

EXHIBIT 1



CLERK OF THE COURT

ORDR

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

Attorneys for Plaintiff Far West Industries

DISTRICT COURT

CLARK COUNTY, NEVADA

FAR WEST INDUSTRIES, a California
corporation,

Plaintiff,

v.

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

Defendants.

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

Hearing Date: July 9, 2015
Time of Hearing: 9:00 a.m.

**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**

The Court held a hearing regarding its 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") on July 9, 2015, at 9:00 a.m. ("July 9 Hearing"). F. Thomas Edwards, Esq. and Andrea M. Gandara, Esq. of the law firm of Holley, Driggs, Walch, Fine, Wray, Puzey & Thompson, appeared on behalf of Plaintiff Far West Industries ("Plaintiff" or "Far West"). Terry A. Coffing, Esq., of the law firm of Marquis Aurbach Coffing, appeared on behalf of Defendant Michael J. Mona, Jr. ("Mr. Mona") and Rhonda Helene Mona ("Mrs. 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
Ventures.

21 See Transcript of 11/25/13 Judgment Debtor Examination of Mr. Mona, 9:8-21, attached as Ex. 2
22 to the Application.

23 Mr. Mona's deceit and omission cannot be excused by a lack of memory because the
24 purported transfer through the Post-Marital Settlement Agreement occurred only shortly before
25 his examination. Likewise, Mr. Mona's deceit and omission cannot be blamed on his attorney,
26 as Mr. Mona was in control of his testimony at the judgment debtor examination in 2013. At his
27 more recent judgment debtor examination, Mr. Mona admitted that he should have produced the
28 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
accounts in her name. The first account is a checking account at Bank of George, which contains
approximate \$190,000.00 in purported earnings from design projects performed by Mrs. Mona
during the marriage, such that the funds are community property. See Rough Transcript of
06/26/15 Judgment Debtor Examination of Mrs. Mona, 26:6-14 and 27:19-29:19 attached as Ex.
3 to the Application.

The second account is a money market account at the Bank of George, which contains
approximately \$300,000.00 that is purportedly the only remaining money from the transfer to
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 were 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.

10594-01/1542544.doc

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.

Case No.: 68434

District Court Case No.: A-12-670352-F

Electronically Filed
Aug 14 2015 04:26 p.m.
Tracie K. Lindeman
Clerk of Supreme Court

EMERGENCY MOTION FOR RELIEF UNDER NRAP 27(e)

(Relief requested by Tuesday, August 18, 2015)

F. THOMAS EDWARDS, ESQ.
Nevada Bar No. 9549
RACHEL E. DONN, ESQ.
Nevada Bar No. 10568
ANDREA M. GANDARA, ESQ.
Nevada Bar No. 12580
HOLLEY DRIGGS WALCH
FINE WRAY PUZEY & THOMPSON
400 South Fourth Street, Third Floor
Las Vegas, Nevada 89101

*Attorneys for Real Party in Interest
Far West Industries*

MEMORANDUM OF POINTS AND AUTHORITIES

As part of a detailed order sanctioning the Petitioners, Michael and Rhonda Mona (collectively the "Monas"), the Eighth Judicial District Court ("District Court") ordered that the Monas were prohibited from transferring, disposing of or encumbering any non-exempt property pursuant to NRS 21.280 and NRS 21.330 (the "Sanction Order"). See Sanction Order, attached as **Exhibit 1**. The Petitioners have appealed those sanctions and are asking this Court to determine what property Real Party in Interest Far West Industries ("Far West"), as judgment creditor, is able to execute upon. See Judgment and Findings of Fact and Conclusions of Law ("Judgment"), attached as **Exhibit 2**. However, the Nevada Supreme Court entered a temporary stay of the District Court action and the Sanction Order. With no prohibition on transferring, disposing of or encumbering any property, the Monas are arguably allowed to dissipate all of their assets while this appeal is pending, undermining the status quo and rendering the appeal moot. Therefore, an emergency order must be entered preventing the Monas from transferring, disposing of or encumbering any non-exempt property to preserve the status quo.

In the judgment collection proceeding, the District Court found that the Monas violated court orders, lied under oath and made gross omissions in their briefing. For these reasons, the District Court sanctioned the Monas and found, among other things: (1) that the Monas engaged in a fraudulent transfer to avoid Far West's Judgment, (2) that Far West could execute upon the community property in bank accounts in the name of Mrs. Mona; (3) that the Monas were required produce all previously concealed bank records for the past five years; and (4) that the Monas were prohibited from transferring, disposing of or encumbering any property not exempt from execution. See Ex. 1 at pp. 10-11.

///

In this Court, Mr. and Mrs. Mona requested and were granted an emergency stay of the Sanction Order and the entire District Court proceeding. Thus, Far West has been prevented from collecting upon the community property in bank accounts in the name of Mrs. Mona, collecting upon other assets discovered during the recent judgment debtor examinations (unrelated to the issues implicated by the Writ), receiving bank records that the Monas have concealed for years, and conducting other discovery in the collection proceeding.

More troubling, however, is that with the temporary stay in place, the Monas are arguably free to transfer, dispose of or encumber all of their property that Far West is prevented from executing upon. When the temporary stay is eventually lifted, there may be nothing left to fight over if all of the Monas' assets are gone, undermining the very purpose of the Court's temporary stay. Therefore, Far West requests that the Court enter any emergency order preventing the Monas from transferring, disposing of or encumbering any non-exempt property while this appeal remains pending to preserve the status quo.

I. THE COURT SHOULD ENJOIN THE DISSIPATION OF ASSETS

In determining whether to grant a stay or injunction, this Court considers the four NRAP 8(c) factors: (1) Whether the object of the appeal or writ petition will be defeated if the stay or injunction is denied; (2) Whether appellant/petitioner will suffer irreparable or serious injury if the stay or injunction is denied; (3) Whether the respondent/real party in interest will suffer irreparable or serious injury if the stay or injunction is granted; and (4) Whether appellant/petitioner is likely to prevail on the merits of the appeal. Hansen v. Dist. Ct., 116 Nev. 650, 6 P.3d 982 (2000); see also Mikohn Gaming Corp. v. McCrea, 120 Nev. 248, 89 P.3d 36 (2004) (holding that while no one factor is more important, "if one or two factors are especially strong, they may counterbalance other weak factors"). In reviewing these factors, this Court has recognized that the purpose of a stay or injunction is to

preserve the status quo, which in this case requires that the Monas be prevented from transferring, disposing of or encumbering any non-exempt property while this appeal remains pending. Nelson v. Heer, 121 Nev. 832, 835, 122 P.3d 1252, 1254 (2005); see also U.S. v. State of Mich., 505 F. Supp. 467 (W.D. Mich. 1980) (stating that the purpose of a stay is to preserve, not change, the status quo).

(1) The Object of the Appeal or Writ Petition Will be Defeated if the Stay or Injunction is Denied

If the status quo is not maintained, and the Monas are allowed to transfer, dispose of or encumber their property while this appeal remains pending, the object of the Supreme Court review (which Petitioners claim is to determine which assets Far West can execute upon) will be defeated because there will be no assets to execute upon. There will be no point for the Supreme Court to consider what assets Far West can collect upon if those assets have been transferred, disposed of or encumbered while the appeal is pending. The District Court already concluded that the Monas engaged in fraudulent transfers, and any further transfers must be stopped.

(2) The Monas Will Not Suffer Any Serious or Irreparable Injury if an Injunction is Granted

Far West is only requesting to maintain the status quo while the appeal remains pending. As explained below, the assets of the Monas are subject to execution anyway, such that requiring the Monas to hold those assets preserves the property over which the parties are litigating. Mr. Mona earns an annual salary of \$300,000.00. See 6/30/15 JDE Trans. of Mr. Mona, 66:19-20, attached as **Exhibit 3**. As 75% of that salary is exempt from execution pursuant to NRS. 21.090(1)(g), that leaves the Monas with at least \$225,000.00 to live on during the pendency of the appeal – an ample amount of money. Therefore, if the Monas are prohibited from transferring, disposing of or encumbering any non-exempt property while this

appeal remains pending, they will not suffer any serious or irreparable injury.

(3) Far West Will Suffer Serious Injury if the Injunction is Denied.

The Monas have a history of dissipating millions of dollars in assets in just a matter of weeks. In 2013, the Monas sold approximately \$6.8MM in stock while Far West was attempting to take Mr. Mona's judgment debtor examination. See Ex. 3, 7:4-5. To rid himself of the money he purportedly transferred half of the money to Mrs. Mona and remainder of the money to a number of entities that he owns or controls. Id. at 9:7-13; 12:6-11. At his judgment debtor immediately after those transfers, Mr. Mona claimed to be broke. With no injunction in place, there is arguably nothing preventing the Monas from dissipating their remaining assets. 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). Therefore, 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.

(4) Far West is Likely to Prevail on the Merits of the Writ Petition

A. Nevada Statute Permits the Monas Assets to be Frozen

As to property in the hands of the judgment debtor, NRS 21.280 expressly permits an order preventing disposition of any non-exempt assets until the collection proceeding is concluded. "Upon being brought before the judge, the judgment debtor may be ordered to enter into an undertaking, with sufficient surety, that the debtor will attend from time to time before the judge, or master, as shall be directed during the pendency of proceedings, and until the final determination thereof, **and will not in the meantime dispose of any portion of the debtor's property not exempt from execution.**" NRS 21.280 (emphasis added). Similarly, as to property in the hands of third parties, NRS 21.330

expressly permits an order preventing the transfer or disposition of that property until a judgment is obtained against that third party. “If it appears that a person or corporation alleged to have property of the judgment debtor, or indebted to the judgment debtor, claims an interest in the property adverse to him or her, or denies the debt, the court or judge may authorize, by an order made to that effect, the judgment creditor to institute an action against such person or corporation for the recovery of such interest or debt; **and the court or judge may, by order, forbid a transfer or other disposition of such interest or debt until an action can be commenced and prosecuted to judgment.**” NRS 21.330 (emphasis added). Therefore, this Court has authority pursuant to NRS 21.280 and, to the extent Mrs. Mona is considered a third party, pursuant to NRS 21.330, to order that the Monas not dispose and/or transfer their assets.

B. 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.¹ See Order for Examination of Rhonda Mona, attached as **Exhibit 4** (“JDE Order”).

¹ It is undisputed that the Mona Family Trust is a judgment debtor and that Mrs. Mona was a trustee of the Mona Family Trust. 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.

Mrs. Mona attempted to avoid service of the JDE Order. Pursuant to NRS 14.090(1)(b), Far West requested and obtained an order 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) and Order Granting same, attached as **Exhibit 5** and **6**, respectively. That same day, Far West served the Fourth JDE Order upon Mrs. Mona via certified and registered mail. See Certificate of Service, attached as **Exhibit 7**.

To the extent there was any question about the Court's jurisdiction over Mrs. Mona, Mrs. Mona appeared pursuant to the judgment debtor examination order (Ex. 4) without raising any objection as to personal jurisdiction. See 6/26/15 JDE Trans. of Mrs. Mona, attached as **Exhibit 8**. Moreover, Mrs. Mona and her counsel participated in a telephonic hearing with the District Court to address the scope of Mrs. Mona's examination. Id. At no time prior to or during the telephonic hearing or judgment debtor examination did Mrs. Mona object on the basis of personal jurisdiction. Id. Therefore, Mrs. Mona waived any objection on the basis of personal jurisdiction. 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).

C. 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. Rather, Far West is entitled to collect upon the community property in the hands of Mrs. Mona.

It is well established Nevada law that a judgment creditor can execute against community property in its entirety regardless of whether the judgment is only against one spouse for tortious conduct. In Randono v. Turk, this 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). This 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. This 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.”).²

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 fraud 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 and as such, the Monas cannot shield community assets from Far West’s execution. Therefore, Far

² 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).

West's collection against the entirety of the Monas' community property is appropriate, even though Mrs. Mona is not named in the judgment.

D. 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. As explained in the detailed Sanction Order, the sanctions were based upon the Monas' violations of court orders, lies under oath and gross omissions in their briefing. See Ex. 1. Therefore, any meet and confer obligations associated with discovery motions are wholly inapplicable.

E. The Monas had notice and an opportunity to be heard

Before issuing any sanctions, the District Court entered the order to show cause, set a briefing schedule and set a hearing date. See Order to Show Cause, attached as **Exhibit 9**. Before the hearing, counsel for Far West offered to continue the briefing schedule and hearing date, but the Monas 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 the Monas 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.

F. The District Court did not need to hold an evidentiary hearing

The Monas 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 issue. 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 an attempt to create an issue of fact, the Monas argue that the District Court should have held “an evidentiary hearing and trace the source of the assets” in the subject bank accounts. See Petitioners’ 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. See Ex. 8, 29:11-15; 30:24-32:14; 34:12-14. Mrs. Mona testified that her money market account at Bank of George holds the money remaining from her share of the Post-Martial Property Settlement Agreement. 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. Id. at 35:12-19.

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.

G. 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. 1. 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.

CONCLUSION

For the above-stated reasons, this Court should enjoin the Monas from transferring, disposing of or encumbering any non-exempt property while this appeal remains pending to preserve the status quo.

Dated this 14th day of August, 2015.

HOLLEY DRIGGS WALCH
FINE WRAY PUZEY & THOMPSON
/s/ F. Thomas Edwards
F. THOMAS EDWARDS, ESQ.
Nevada Bar No. 9549
RACHEL E. DONN, ESQ.
Nevada Bar No. 10568
ANDREA M. GANDARA, ESQ.
Nevada Bar No. 12580
400 South Fourth Street, Third Floor
Las Vegas, Nevada 89101
Attorneys for Far West Industries

NRAP 27(e) Certificate

(A) The telephone numbers and office addresses of the attorneys for the parties:

Robert L. Eisenberg
Lemons, Grundy & Eisenberg
6005 Plumas Street, #300
Reno, Nevada 89519
775-786-6868
775-786-9716
Email: rle@lge.net
Attorneys for Petitioner Rhonda Helene Mona

Terry A. Coffing
Micah S. Echols
Tye S. Hanseen
Marquis Aurbach Coffing
10001 Park Run Drive
Las Vegas, Nevada 89145
702-382-0711
702-382-5816
Email: tcoffing@maclaw.com
mechols@maclaw.com
thanseen@maclaw.com
Attorneys for Petitioner Michael J. Mona, Jr.

F. Thomas Edwards
Andrea M. Gandara
Holley Driggs Walch
Fine Wray Puzey & Thompson
400 South Fourth Street, Third Floor
Las Vegas, Nevada 89101
702-791-0308
702-791-1912
Email: tedwards@nevadafirm.com
agandara@nevadafirm.com
Attorneys for Real Party in Interest, Far West Industries

(B) Facts showing existence and nature of claimed emergency:

As part of a detailed order sanctioning Petitioners, Mr. and Mrs. Mona, the District Court ordered that the Monas were prohibited from transferring, disposing of or encumbering any non-exempt property pursuant to NRS 21.280 and NRS 21.330. The Petitioners have appealed those sanctions and are asking the Nevada Supreme Court to determine what property Far West, as judgment creditor, is able to execute upon. However, the Nevada Supreme Court entered a temporary stay of the District Court action and the subject order. With no prohibition on transferring, disposing of or encumbering any property, the Monas are arguably allowed dissipate all of their assets while this appeal is pending, undermining the status quo and rendering the appeal moot. Therefore, an emergency order must be entered preventing the Monas from transferring, disposing of or encumbering any non-exempt property to preserve the status quo. Far West incorporates by reference the forgoing Memorandum of Points and Authorities that addresses these issues in more depth.

(C) When and how counsel for the other parties were notified and whether they have been served with the motion; or, if not notified and served, why that was not done:

Counsel for Far West notified the other parties of this motion and provided a courtesy copy of this motion by email on Friday, August 14, 2015. Contemporaneously with the filing of the motion, a copy of the motion was mailed to the other parties and will be served through the Court's e-filing system.

///

///

///

///

///

(D) If the relief sought in the motion was available in the district court, the motion shall state whether all grounds advanced in support of the motion in the Supreme Court were submitted to the district court, and, if not, why the motion should not be denied:

The Nevada Supreme Court stayed the entire District Court proceeding, preventing Far West from requesting this relief from the District Court.

Dated this 14th day of August, 2015.

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

/s/ F. Thomas Edwards

F. THOMAS EDWARDS, ESQ.

Nevada Bar No. 9549

RACHEL E. DONN, ESQ.

Nevada Bar No. 10568

ANDREA M. GANDARA, ESQ.

Nevada Bar No. 12580

400 South Fourth Street, Third Floor

Las Vegas, Nevada 89101

Attorneys for Far West Industries

Tilla Nealon

From: Tilla Nealon
Sent: Friday, August 14, 2015 3:39 PM
To: 'rle@lge.net'; 'tcoffing@maclaw.com'; 'mechols@maclaw.com'; 'thanseen@maclaw.com'
Cc: Tom Edwards; Andrea M. Gandara
Subject: Far West/Mona (Rio Vista) - Case No. 68434; Emergency Motion for Relief Under NRAP 27(e)
Attachments: EM NRAP 27.pdf; EM - Exh 1.pdf; EM - Exh 2.pdf; EM - Exh 3.pdf; EM - Exh 4.pdf; EM - Exh 5.pdf; EM - Exh 6.pdf; EM - Exh 7.pdf; EM - Exh 8.pdf; EM - Exh 9.pdf

Tilla Nealon Secretary Tel: (702) 791-0308 Fax: (702) 791-1912 tnealon@nevadafirm.com

CERTIFICATE OF MAILING

I HEREBY CERTIFY that, on the 14th day of August, 2015, I deposited for mailing in the U.S. Mail a true and correct copy of the foregoing EMERGENCY MOTION FOR RELIEF UNDER NRAP 27(e), postage prepaid and addressed to:

ROBERT L. EISENBERG
Nevada Bar No. 0950
Lemons, Grundy & Eisenberg
6005 Plumas Street, #300
Reno, Nevada 89519
775-786-6868
Email: rle@lge.net
ATTORNEYS FOR PETITIONER
RHONDA HELENE MONA

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

///

///

///

The Honorable Joe Hardy
Eighth Judicial District Court
Department XV
200 Lewis Avenue
Las Vegas, Nevada 89155

/s/ Tilla Nealon

An employee of Holley Driggs Walch
Fine Walch Puzey & Thompson

Index of Exhibits to Emergency Motion for Relief under NRAP 27(e)

Exhibit	Document Description
1	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 (entered July 15, 2015)
2	Judgment and Findings of Fact and Conclusions of Law entered by Superior Court of the State of California, County of Riverside (entered April 27, 2012 and March 6, 2012, respectively)
3	Transcript of June 30, 2015 Judgment Debtor Examination of Michael J. Mona, Jr.
4	Order for Examination of Rhonda Mona as Trustee of Judgment Debtor the Motion Family Trust Dated February 12, 2002 (entered May 13, 2015)
5	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) (filed May 21, 2015)
6	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) (entered May 26, 2015)
7	Certificate of Service Via U.S. Postal Service on Rhonda Mona, Trustee of the Mona Family Trust Dated February 12, 2002 (filed June 4, 2015)
8	Transcript of June 26, 2015 Judgment Debtor Examination of Rhonda Mona
9	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 (June 30, 2015)