

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

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

Petitioners,

vs.

Electronically Filed  
Aug 31 2015 02:06 p.m.  
Tracie K. Lindeman  
Clerk of Supreme Court  
Case No.: 68434

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.

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**REPLY IN SUPPORT OF EMERGENCY MOTION FOR RELIEF**  
**UNDER NRAP 27(e)**

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MICHAEL J. MONA, JR.

## I

### INTRODUCTION

In their emergency motion for stay, the Monas analyzed the NRAP 8(c) factors and demonstrated that a stay should be granted during this original proceeding. The opposition from Far West confirms this fact since the fourth NRAP 8(c) factor requires that the Monas “present a substantial case on the merits when a serious legal question is involved and show that the balance of equities weighs heavily in favor of granting the stay.” *See Hansen v. Dist. Ct.*, 116 Nev. 650, 659, 6 P.3d 982, 987 (2000) (internal quotation marks omitted). The sheer length and the disputed legal issues outlined in Far West’s opposition reflect that the Monas have satisfied this condition for a stay to be entered. Despite its heavy reliance upon labels to characterize the Monas’ actions in this litigation, Far West’s opposition to the stay motion completely avoids addressing some issues and mischaracterizes others. In granting the Monas’ requested stay, the Court should also order Far West to answer the Monas’ writ petition and set a briefing schedule for the Monas’ reply.

## II

### LEGAL ARGUMENT

#### **A. Far West Completely Ignores the Irreparable Harm that the Monas Will Suffer.**

Far West’s opposition suggests that this proceeding only involves money and that since money is fungible, there can be no irreparable harm. Far West’s Opposition (“Opp.”) at 7. If this were the case, then Far West’s arguments

against a stay would be subject to the same reasoning. However, there is a more basic reason why extraordinary relief and a stay are necessary—Rhonda was never made a party to the District Court case, and judgment could not be entered against her. The key distinction that Far West avoids is that Rhonda in her personal capacity is not the same as Rhonda in her capacity as a former trustee of the Mona Family Trust. *See Salman v. Newell*, 110 Nev. 1333, 1335, 885 P.2d 607, 608 (1994). Yet, Far West continues to conflate Rhonda’s two capacities. Just because Rhonda appeared for a deposition as a former trustee of the Mona Family Trust did not make her a party to this action, particularly in her personal capacity. In other words, discovery of a non-party’s assets does not somehow transform the non-party into a party. Counsel emphasized this point in the District Court hearing:

But let me first address the fact that we can’t dispute here; Rhonda Mona is not a party to this case. She has not been served with any process. There’s no fraudulent conveyance claims made against her. There is nothing that brings Rhonda Mona before this Court other than the fact you signed a judgment debtor exam order requiring her to appear and produce documents.

2 Petitioners’ Appendix (“App.”) 317 (excerpt attached as *Exhibit 1*). As such, Far West’s argument that Rhonda waived her personal jurisdiction argument is completely disingenuous. As a non-party, Rhonda cannot just get money back that will be taken from her if a stay is not granted. She would have to insert herself into this litigation, or a new case, and sue Far West for disgorgement of funds. Thus, Rhonda will suffer serious irreparable injury if a stay is not granted.

Far West does not even address Mike's serious injury if a stay is not granted. As outlined in the emergency stay motion, Mike has a vested interest in keeping Rhonda's separate property as separate. The Monas disclosed that they were going through a divorce at the time of the District Court hearing. If Rhonda's separate property were treated as community property, Mike would have to come up with funds from some other source to replace Rhonda's separate property. On this basis, the Court should weigh the first two NRAP 8(c) factors in favor of granting a stay of the entire District Court proceedings.

**B. Far West Will Not Suffer Any Irreparable Harm if a Stay of All District Court Proceedings Is Entered.**

In its opposition, Far West argues that it will suffer irreparable harm (Opp. at 8) because it will supposedly lose the ability to collect upon Rhonda's separate property—a right it never had in the first place. Without ever holding an evidentiary hearing to trace funds, Far West claims that it was entitled to collect millions of dollars from the Monas. Yet, Far West acknowledges that it now only seeks to levy upon approximately \$300,000.00 in Rhonda's bank accounts. Opp. at 5, n. 4. The District Court already recognized that these funds are Rhonda's limited liquid assets upon which she has to live: "The Court understands, however, that people need money to live." 2 App. 346 (excerpt attached as *Exhibit 2*). Tellingly, Far West does not respond to the argument that the legal measure for the loss of use of funds is the accrual of post-judgment interest. See *Waddell v. L.V.R.V., Inc.*, 122 Nev. 15, 26, 125 P.3d

1160, 1167 (2006). Therefore, the Court should determine that the third NRAP 8(c) factor also weighs in favor of granting a stay.

**C. The Monas Are Likely to Prevail on the Merits of Their Writ Petition.**

In their writ petition, the Monas raised four main arguments for this Court to grant extraordinary relief: (1) the lack of personal jurisdiction over Rhonda for the District Court to enter judgment against her; (2) the need for a separate action against Rhonda to enter any relief against her, and the questionable status of *Randono v. Turk*, 86 Nev. 123, 466 P.2d 218 (1970) in light of this Court's more recent holdings in *Callie v. Bowling*, 123 Nev. 181, 160 P.3d 878 (2007); (3) the numerous violations of the Monas' procedural due process rights in which Far West has obtained "ultimate" sanctions against the Monas without proper procedure; and (4) the post-marital property settlement agreement that protects Rhonda's separate property. Once again, the Monas have raised at least serious questions to support this Court's granting of a stay. *See Hansen*, 116 Nev. at 659, 6 P.3d at 987.

**1. Counsel Did Object to the District Court's Lack of Personal Jurisdiction Over Rhonda.**

It is undisputed that Far West did not serve Rhonda, in her personal capacity, with process or a subpoena. *See, e.g., Browning v. Dixon*, 114 Nev. 213, 218, 954 P.2d 741, 744 (1998) (explaining that service of process is required to satisfy due process); *see also Consol. Generator-Nevada, Inc. v. Cummins Engine Co.*, 114 Nev. 1304, 1312, 971 P.2d 1251, 1256 (1998) ("Nevada Rules of Civil Procedure 45(c) requires that a subpoena be personally

served.”). Acknowledging the lack of personal service upon Rhonda, Far West unpersuasively argues that Rhonda’s appearance at a judgment debtor examination in her capacity as a former trustee of the Mona Family Trust somehow equates to personal service upon Rhonda in her personal capacity. Opp. at 9-10. Of course, Far West cites to no legal authority to support this argument, and this Court should completely disregard it. *See Edwards v. Emperor’s Garden Rest.*, 122 Nev. 317, 330 n. 38, 130 P.3d 1280, 1288 n. 38 (2006) (“Edwards neglected his responsibility to cogently argue, and present relevant authority, in support of his appellate concerns. Thus, we need not consider these claims.”) (citations omitted).

Far West also argues that Rhonda’s appearance through counsel in the District Court hearing constitutes a waiver of the lack of personal jurisdiction. Opp. at 10. However, Far West’s representations of the record are inaccurate. Counsel objected at the beginning of the District Court hearing to Far West’s failure to serve Rhonda. 2 App. 317 (*see Exhibit 1*). In arguing in favor of a stay in the District Court, counsel once again reiterated that Rhonda is not a party to this litigation: “Your Honor, I think I’ve made the record I need in my request for a stay. And again, until — the fact that she’s [Rhonda] not a party, until this order is final and she has the ability to pursue some type of appellate relief . . . .” 2 App. 345 (excerpt attached as *Exhibit 3*). So, Far West’s argument that the District Court acquired personal jurisdiction over Rhonda, in her personal capacity, based upon a waiver is simply wrong and does not defeat the Monas’ request for a stay of the entire District Court proceedings.

**2. Far West Does Not Even Attempt to Address the Merits of *Callie v. Bowling*, 123 Nev. 181, 160 P.3d 878 (2007) and the Blatant Disregard for Rhonda's Procedural Due Process.**

Even though the District Court never had personal jurisdiction over Rhonda, Far West improperly suggests that it did not need any such jurisdiction. Opp. at 10-13. Far West completely skirts the mandatory procedural due process requirements outlined in *Callie v. Bowling*, 123 Nev. 181, 186, 160 P.3d 878, 881 (2007). In *Callie*, this Court explained that new parties cannot be added to a judgment in post-judgment proceedings because the new party is completely deprived of formal notice, discovery, fact finding, and an opportunity to be heard before the claim is resolved. *Id.*, 123 Nev. at 186, 160 P.3d at 881. Far West contends that Rhonda did not need to be added as a party, and that it was permissible for the District Court to rule against her without having party status. Opp. at 10-13. But, Far West fails to explain why Rhonda would not have rights to formal notice, discovery, fact finding, and an opportunity to be heard before the summary proceedings took place in the District Court.

Not surprisingly, Far West relies upon *Randono v. Turk*, 86 Nev. 123, 466 P.2d 218 (1970) to support its position. Opp. at 11-13. But, Far West has no explanation as to how *Randono* can withstand scrutiny under *Callie*. Moreover, Far West's complete reliance upon *Randono* and its progeny does not explain how the holding to allow a non-debtor spouse to be subject to a debt based upon an intentional tort finds any support in the actual language of the NRS, even though *Randono* bases its rulings upon the NRS. Very simply,

when case law interpreting a statute does not honor the plain language of the statute, the case law is no longer valid. *See, e.g., Egan v. Chambers*, 129 Nev. \_\_\_, \_\_\_, 299 P.3d 364, 365 (Nev. 2013) (“While we acknowledge the important role that *stare decisis* plays in Nevada’s jurisprudence, we recognize that we broadened the scope of NRS 41A.071, expanding the reach of the statute beyond its precise words.”). Just as *Egan* limited the reach of NRS 41A.071, the Court should similarly limit the holding of *Randono* to the language of the actual associated statutes, including NRS 123.220 and the definition of community property.

Far West then shifts gears and claims that Rhonda was just a third party and that NRS 21.320 authorized the District Court to order Rhonda’s separate bank accounts to be frozen. Opp. at 10-13. Yet, the provisions of NRS Chapter 21 were never invoked because Far West chose not to initiate execution proceedings against any of the property that is the subject of this original proceeding. In fact, the plain language of NRS 21.320 contains the phrase “not exempt from execution.” But, there has been no determination of exemptions, as outlined in NRS 21.090, because Far West has not sent out writs of execution for the property involved in this case.<sup>1</sup> Far West cannot take advantage of the protections and benefits of NRS Chapter 21 when it has not invoked the statutory process for performing an execution. Therefore, Far West’s argument that it did not need to file a separate action against Rhonda is unavailing, and

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<sup>1</sup> The Monas are only aware of execution proceedings involving Mike’s wages, which partially satisfied Far West’s judgment.



the Court should grant a stay of all District Court proceedings pending the resolution of this original proceeding.

**3. The Monas Were Not Afforded Procedural Due Process.**

Even a superficial review of the proceedings leading up to the District Court's order reveals that the Monas were not afforded procedural due process. Far West minimizes the importance of the Monas' procedural due process rights. Regardless of Far West's dislike for these procedures, the Monas are still entitled to a meaningful opportunity to be heard. *See Callie*, 123 Nev. at 186, 160 P.3d at 881. In sum, the violation of the Monas' procedural due process rights justifies this Court entering a stay.

**a. Far West's Failure to Meet and Confer Deprived the Monas of Their Procedural Due Process.**

Even though the District Court's entire sanctions order was based upon NRCP 37, Far West suggests that it did not have to comply with provisions of this rule or the related local rule, EDCR 2.34(d). *Opp.* at 13, n. 10. Just because this case involves post-judgment discovery does not mean that Far West can avoid these mandatory procedural rules. Far West argues that the meet and confer requirement of NRCP 37(a)(2)(a) only applies to NRCP 16.1 disclosures. *Opp.* at 13. To support this argument, Far West attempts to recharacterize its requested relief in the District Court. But, NRCP 37(a)(3) extends the meet and confer requirement (even under Far West's characterization) because "an evasive or incomplete disclosure, answer or response is to be treated as a failure to disclose, answer or respond." Notably, EDCR 2.34(d) does not contain any arguable exception to avoid the meet and

confer requirement, nor does Far West attempt to point to any such exception. So, the Monas were first deprived of their procedural due process by Far West's failure to meet and confer before seeking ex parte relief from the District Court.

**b. The Monas Were Never Afforded a Predeprivation Hearing Before Rhonda's Bank Accounts Were Attached.**

Far West argues that its offer to continue the District Court hearing *after* it had already frozen Rhonda's bank accounts satisfied procedural due process. Opp. at 14. But, this argument is likewise unavailing. Not surprisingly, Far West never submitted an affidavit outlining why it proceeded ex parte in the District Court and why it froze Rhonda's accounts without predeprivation notice or a hearing. Under procedural due process principles, a predeprivation notice is mandatory unless there is a specific exception. *See, e.g., Fuentes v. Shevin*, 407 U.S. 67, 82, 97 (1972) (a later hearing does not remedy the prior deprivation in a replevin case); *United States v. James Daniel Good Real Property*, 510 U.S. 43, 53 (1993) ("[T]he right to prior notice and a hearing is central to the Constitution's command of due process" absent extraordinary circumstances). Far West has never articulated any exception and cannot now because it never submitted an affidavit supporting such an exception. *Cf.* NRCP 65(b) (requiring an affidavit explaining why it would be impractical to give notice to seek a temporary restraining order issued without notice). Thus, Far West's failure to give predeprivation notice or a hearing likewise violated the Monas' procedural due process rights.

**c. Because the District Court Imposed Ultimate or Case-Concluding Sanctions, an Evidentiary Hearing Was Required.**

In response to the Monas' argument that an evidentiary hearing was required, Far West argues that the case law on NRCP 37 sanctions does not mandate such a requirement. Opp. at 14-17. Far West also argues that the Monas failed to request an evidentiary hearing. *Id.* at 17. Far West is wrong on both points. When a district court makes a liability determination as a discovery sanction, as in the instant case (2 App. 357), an evidentiary hearing is mandatory. *See Foster v. Dingwall*, 126 Nev. \_\_, \_\_, 227 P.3d 1042, 1047 (2010); *see also Bahena v. Goodyear Tire & Rubber Co.*, 126 Nev. \_\_, \_\_, 235 P.3d 592, 602 (2010) ("Our policy favoring disposition on the merits requires us to apply a heightened standard of review where the sanction imposed, as in this case, is liability-determining.") (Pickering, J., dissenting) (citations omitted).

In the instant case, even though the District Court did not allow an evidentiary hearing, it took the extreme steps of concluding that Mike "lied" (2 App. 351) and that a fraudulent transfer was conclusively established. 2 App. 357. Instead of hearing evidence, the District Court considered Mike's statements made in a judgment debtor examination and Rhonda's statements made in her representative capacity. Thus, there is no doubt that, legally, an evidentiary hearing was required.

Contrary to Far West's bare assertions, during the course of the District Court hearing, counsel asked for an evidentiary hearing: "The level of sanctions

that they [Far West] are requesting on this time frame without Rhonda being present, it's certainly just — it violates due process, it's not fair. And if the Court is going to entertain anything about [this] case — or about these three accounts, it should be on an evidentiary basis in which all parties should be allowed to participate fully.” 2 App. 326 (excerpt attached as *Exhibit 4*). The request for an evidentiary hearing was also made in the written opposition. 2 App. 295-96. Far West's argument that an evidentiary hearing was never requested, once again misrepresents the record. Therefore, the lack of an evidentiary hearing is yet another way in which the Monas were deprived of their procedural due process rights.

**d. Far West's One-Sided “Evidence” Does Not Satisfy the Monas' Procedural Due Process Rights.**

Far West argues that Rhonda, in her capacity as former trustee of the Mona Family Trust, made admissions that were so detrimental that she was not entitled to an opportunity to contest Far West's position in the District Court. Opp. at 15-17. Of course, even seeming admissions made under oral cross-examination are not always treated as judicial admissions. *See Reyburn Lawn & Landscape Designers, Inc. v. Plaster Dev. Co., Inc.*, 127 Nev. \_\_, \_\_, 255 P.3d 268, 277 (Nev. 2011) (“[O]ral responses to aggressive examination by trained lawyers will not be construed as a judicial admission.”) (citation omitted). In fact, the *Reyburn* court stated that when a testifying party “admits a fact which is adverse to his claim or defense, [it] may be controverted or explained by the party.” *Id.* (citation and internal quotation marks omitted). Thus, no matter how securely Far West believes in its own evidence, the Monas

were still entitled to oppose Far West’s position and explain their own testimony. *See Nutton v. Sunset Station, Inc.*, 131 Nev. Adv. Op. No. 34, at \*23-24 (Jun. 11, 2015) (citing *Miller v. A.H. Robins Co.*, 766 F.2d 1102, 1104 (7th Cir. 1985) (“An inconsistent affidavit may preclude summary judgment . . . if the affiant was confused at the deposition and the affidavit explains those aspects of the deposition testimony or if the affiant lacked access to material facts and the affidavit sets forth the newly-discovered evidence.”); *Camfield Tires, Inc. v. Michelin Tire Corp.*, 719 F.2d 1361, 1365 (8th Cir. 1983) (an inconsistent affidavit may be accepted if it was not a sham but rather was an attempt to explain certain aspects of the confused deposition testimony and therefore was not really inconsistent) (further citations omitted)). In sum, Far West’s one-sided “evidence” could not serve to prohibit a fair hearing for the Monas.

**e. The District Court Never Considered the *Young* Factors.**

Far West does not dispute that the District Court’s consideration of the factors in *Young v. Johnny Ribeiro Bldg., Inc.*, 106 Nev. 88, 787 P.2d 777 (1990) was, in fact, mandatory. Instead, Far West argues that the District Court actually considered these factors, even though the *Young* case is not even mentioned in the transcript or the District Court’s order. Opp. at 17-19; 2 App. 302-47, 348-58. The District Court actually considered the factors outlined in NRS 112.180 to reach the conclusion that a fraudulent transfer was conclusively established—all without an evidentiary hearing. 2 App. 357. But, the District Court did not consider the *Young* factors. Since the District Court

did not actually consider the mandatory *Young* factors, Far West tacitly concedes that this was error, especially since the District Court imposed “ultimate” sanctions upon the Monas.

**4. Far West Does Not Meaningfully Respond to the District Court’s Utter Failure to Analyze the Monas’ Post-Marital Property Settlement Agreement.**

Reaching back to its reliance on *Randono*, Far West provides only a cursory response to the District Court’s utter failure to analyze the Monas’ post-marital property settlement agreement. Opp. at 19-20. For the same reasons that *Randono* is no longer valid authority in light of *Callie*, *Randono* cannot stand as a basis to defeat the Monas’ written property settlement agreement. In fact, NRS 123.220(1) specifically exempts “[a]n agreement in writing between the spouses” from the definition of “community property.” The District Court never articulated why the Monas’ property settlement agreement did not satisfy the statute.

Moreover, Far West relies upon case law outside of Nevada (Opp. at 11-12) and ignores the fact that a bankruptcy court construing Nevada law has stated that this very issue of whether an individual tort creates a community debt is unresolved in Nevada law: “The question of whether community property in Nevada is liable for the judgment debt created by the tort of a spouse is one for a Nevada court not this court.” *In re Bernardelli*, 12 B.R. 123, 123 (Bankr. D. Nev. 1981). The unsettled nature of this issue continues today, as Far West’s authorities either predate *Bernardelli* or are from other jurisdictions that rely upon the flawed reasoning of *Randono*. Therefore, the

Monas' property settlement agreement cannot simply be brushed aside based upon Far West's broad arguments coupled with the District Court's utter failure to analyze the property settlement agreement. *See Jitnan v. Oliver*, 127 Nev. \_\_\_, \_\_\_, 254 P.3d 623, 629 (2011) ("Without an explanation of the reasons or bases for a district court's decision, meaningful appellate review, even a deferential one, is hampered because we are left to mere speculation.") (citations omitted). Therefore, the Monas have demonstrated that they are entitled to a stay pending the resolution of this original proceeding based upon the NRAP 8(c) factors. Additionally, the Court should also order briefing on the Monas' writ petition.

**D. Far West's Request for a Supersedeas Bond Is Unsupported and Must First Be Requested in the District Court.**

In the final argument of its opposition, Far West suggests that a stay of all District Court proceedings should be conditioned upon a \$23,000,000.00 supersedeas bond or a stay of only the District Court sanctions order should be condition upon a \$490,000.00 supersedeas bond. Opp. at 20. None of these amounts are supported. Far West does not identify how its partially-satisfied judgment amounts to \$23,000,000.00. A calculation of post-judgment interest is not even presented, so it is unclear how Far West has reached this amount. Further, Far West previously discussed \$300,000.00 being left in Rhonda's accounts (Opp. at 8), but in requesting a bond, Far West claims that Rhonda's accounts have \$490,000.00 (Opp. at 20). Since both of the argued amounts are unsupported, the Court should reject Far West's request for a supersedeas bond, especially since Far West has not denied that the accrual of post-judgment

interest satisfies the legal measure of damages for loss of use of funds. *See Waddell*, 122 Nev. at 26, 125 P.3d at 1167.

The scope of the stay should extend to all District Court proceedings because once Far West was able to obtain ex parte relief against Rhonda, even though she is a non-party, Far West was thereby encouraged to again attempt to obtain other assets belonging to Rhonda—all without following the basic notions of fairness and procedural due process. Equally important, a stay from this Court of the entire District Court proceedings ***does not*** prevent Far West from collecting on its judgment against Mike. Far West has initiated a separate lawsuit based upon the same foreign judgment (1 App. 8-17) against Mike and other defendants in Eighth Judicial District Court Case No. A695786, which is not stayed. *See Docket Sheet for Case No. A695786* attached as ***Exhibit 5***. Thus, Far West is already pursuing Mike and his assets in this separate forum. A stay of the District Court proceedings in the instant case would simply prevent Far West from reaching assets that belong to non-party Rhonda.

Alternatively, the Court should remand the supersedeas bond issue to the District Court for a determination of whether security is necessary, and if so, the proper amount of a bond or another form of adequate security because Far West did not previously request this relief in the District Court. As this Court previously articulated, “NRAP 8(a) requires that an application for a stay pending appeal be made to the district court in the first instance. This requirement is grounded in the district court’s vastly greater familiarity with the facts and circumstances of the particular case. Additionally, the district court is



better positioned to resolve any factual disputes concerning the adequacy of any proposed security, while this court is ill suited to such a task.” *Nelson v. Heer*, 121 Nev. 832, 836, 122 P.3d 1252, 1254 (2005). If the Court is inclined to require any security for a stay, despite the District Court’s refusal to do so (2 App. 346; *see Exhibit 2*), the modification of the stay conditions must first be made in the District Court. Therefore, the Court should deny Far West’s request for a supersedeas bond or, alternatively, remand the issue for the District Court to determine.

### III

#### CONCLUSION

After weighing the four NRAP 8(c) factors, this Court should grant a stay of the entire District Court proceedings. The Monas have satisfied all four factors and have demonstrated that this Court is likely to exercise its original jurisdiction to vacate the District Court’s sanctions order. In addition to granting a stay of all District Court proceedings during the pendency of this writ petition, the Court should also order Far West to file an answer to the Monas’ writ petition.

DATED: August 21, 2015

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**CERTIFICATE OF SERVICE**

Pursuant to NRAP 25(1), I certify that I am an employee of Marquis Aurbach Coffing and that on this date I caused to be served at Las Vegas, Nevada, a true copy of the Reply in Support of Emergency Motion for Relief Under NRAP 27(e) addressed to:

The Honorable Joe Hardy  
Eighth Judicial District Court, Dept. 15  
200 Lewis Avenue  
Las Vegas, Nevada 89155

F. Thomas Edwards  
Andrea M. Gandara  
Holley Driggs Walch  
Fine Wray Puzey & Thompson  
400 South Fourth Street, Third Floor  
Las Vegas, Nevada 89101


DATED this 21st day of August, 2015.

/s/ Leah Dell  
Leah Dell, an employee of  
Marquis Aurbach Coffing

**INDEX OF EXHIBITS TO**  
**REPLY IN SUPPORT OF EMERGENCY MOTION FOR RELIEF**

<b>EXHIBIT</b>	<b>DOCUMENT DESCRIPTION</b>
1	2 App. 317: Excerpt from Transcript of July 9, 2015 Show Cause Hearing
2	2 App. 346: Excerpt from Transcript of July 9, 2015 Show Cause Hearing
3	2 App. 345: Excerpt from Transcript of July 9, 2015 Show Cause Hearing
4	2 App. 295-96: Excerpt from Transcript of July 9, 2015 Show Cause Hearing
5	Docket Sheet for Case No. A695786

# Exhibit 1



CLERK OF THE COURT

TRAN

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

FAR WEST INDUSTRIES,	.	CASE NO. A-670352
	.	
Plaintiff,	.	DEPT. NO. XV
	.	
vs.	.	<b>TRANSCRIPT OF</b>
	.	<b>PROCEEDINGS</b>
RIO VISTA NEVADA, LLC, et al..	.	
	.	
Defendants.	.	
	.	
<u>And all related claims.</u>	.	

BEFORE THE HONORABLE JOE HARDY, DISTRICT COURT JUDGE

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

THURSDAY, JULY 9, 2015

APPEARANCES:

FOR THE PLAINTIFF: F. THOMAS EDWARDS, ESQ.  
ANDREA GANDARA, ESQ.

FOR THE DEFENDANTS: TERRY A. COFFING, ESQ.

ALSO PRESENT:

FOR RHONDA MONA: ANDREW KYNASTON, ESQ.  
ED KAINEN, ESQ.

COURT RECORDER:

MATTHEW YARBROUGH  
District Court

TRANSCRIPTION BY:

VERBATIM DIGITAL REPORTING, LLC  
Englewood, CO 80110  
(303) 798-0890

Proceedings recorded by audio-visual recording, transcript  
produced by transcription service.

1 a week?

2 MR. COFFING: Well, that's the dilemma. And Mr.  
3 Edwards did say, he's absolutely correct, he did offer me the  
4 opportunity to continue the hearing. He offered that.

5 However, your Order to Show Cause contains  
6 injunctive language that my client couldn't live with in the  
7 time frames in which he -- his calendar, your calendar, my  
8 calendar would allow.

9 So I'm in a dilemma. Yeah, would I like to see this  
10 45 days out? I absolutely would. But I'm in a dilemma where  
11 you've signed an order already as against two clients, one of  
12 whom is not a party, that effectively enjoined them from using  
13 -- using their money.

14 So I'm in a rock and a hard place as from that  
15 respect, Your Honor. So yeah, I'd love to have time. But at  
16 this point, I don't think that that's available to me with the  
17 status of your order. So, I have that I have that dilemma and  
18 so that's where I stand.

19 But let me first address the fact that we can't  
20 dispute here; Rhonda Mona is not a party to this case. She  
21 has not been served with any process. There's no fraudulent  
22 conveyance claims made against her. There is nothing that  
23 brings Rhonda Mona before this Court other than the fact that  
24 you signed a judgment debtor exam order requiring her to  
25 appear and produce documents.

CERTIFICATION

I CERTIFY THAT THE FOREGOING IS A CORRECT TRANSCRIPT FROM THE AUDIO-VISUAL RECORDING OF THE PROCEEDINGS IN THE ABOVE-ENTITLED MATTER.

AFFIRMATION

I AFFIRM THAT THIS TRANSCRIPT DOES NOT CONTAIN THE SOCIAL SECURITY OR TAX IDENTIFICATION NUMBER OF ANY PERSON OR ENTITY.

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Julie Ford  
JULIE LORR TRANSCRIBER

7-10-15  
DATE



# Exhibit 2

1 to preserve the status quo. And if we unfreeze these assets,  
2 they may not be there tomorrow. That's not preserving status  
3 quo. They've told you over and over again, Mr. Mona makes  
4 \$300,000 a year. If that's not enough money to retain  
5 counsel, I don't know what is.

6 THE COURT: They have 7 days from today to produce  
7 the records. That would include the bank account records.  
8 Presumably, if transfers are made that are dubious in nature,  
9 if I were her, I'd be hesitant to make.

10 The Court understands, however, that people need  
11 money to live. And so the Court is going to grant the request  
12 for stay for 7 days from today, limited again, to Mrs. Mona  
13 and those three bank accounts. In all other regards, however,  
14 the order is not stayed.

15 MR. EDWARDS: Your Honor, I know you told me I only  
16 get one more chance, but could we at least put a dollar cap on  
17 it, what she can expend over these seven days?

18 THE COURT: No.

19 MR. EDWARDS: Okay. Thank you.

20 THE COURT: Thank you.

21 MR. COFFING: Thank you, Your Honor.

22 (Proceeding was concluded at 11:26 a.m.)

23 \* \* \* \* \*

24

25

# Exhibit 3

1 the ability to retain counsel is equally inappropriate.

2 MR. EDWARDS: Well, she's been under an order that  
3 she can't -- I'm sorry.

4 THE COURT: I'll give Mr. Coffing one last chance to  
5 say what he wants, and then Mr. Edwards one last chance to say  
6 what you want in that regard.

7 MR. COFFING: In relationship to a stay, Your Honor,  
8 I think I've made the record that I need to make.

9 THE COURT: I'm sorry, man. The air is on back here  
10 and I couldn't even hear it.

11 MR. COFFING: Your Honor, I think I've made the  
12 record I need in my request for a stay. And again, until --  
13 the fact that she's not a party, until this order is final and  
14 she has the ability to pursue some type of appellate relief, I  
15 don't think it's appropriate to enjoin the use of what amounts  
16 to be her only asset -- liquid assets.

17 We do have a divorce pending, right? And I  
18 understand you have concerns with the timing, but that divorce  
19 -- there's a joint preliminary injunction that was entered  
20 upon the filing of the divorce. I'm sure Mr. Mona will be  
21 ordered at some point to pay some level of support, but until  
22 that time, you know, I think it's just inappropriate for the  
23 Court to enjoin her use of these assets for the limited time  
24 period that you've allowed.

25 MR. EDWARDS: Your Honor, the purpose of a stay is

# Exhibit 4

1 the parties being present, without one of the parties being  
2 able to have separate counsel to be heard on the issues.

3 And I say -- Your Honor, I hope the issue related to  
4 recusal is not taken with any disrespect. I have the  
5 obligation to (inaudible).

6 THE COURT: No, the law is the law. So no  
7 disrespect taken whatsoever. I was sincere when I said, you  
8 know, I certainly appreciate, you know, you pointing out in  
9 your opposition basically agreeing with you on that point  
10 that, you know, contempt's not for me to decide. So no  
11 disrespect is taken --

12 MR. COFFING: Right.

13 THE COURT: -- whatsoever.

14 MR. COFFING: Well, I appreciate that, Your Honor.  
15 But as it relates to sanctions, I think the same consideration  
16 needs to be given. The level of sanctions that they are  
17 requesting on this time frame without Rhonda being present,  
18 it's certainly just -- it violates due process, it's not fair.

19 And if the Court is going to entertain anything  
20 about these case -- or about these three accounts, it should  
21 be on an evidentiary basis in which all parties should be  
22 allowed to participate fully.

23 And I think by that time, Rhonda may have different  
24 counsel, and maybe it's Mr. Kainen, that will want to  
25 certainly weigh in on that because her rights are entitled to

# Exhibit 5

## REGISTER OF ACTIONS

CASE NO. A-14-695786-B

Far West Industries, Plaintiff(s) vs. Cannavest Corp,  
Defendant(s)

§  
§  
§  
§  
§  
§  
§

Case Type: Business Court

Date Filed: 02/07/2014

Location: Department 11

Case Number History: A-14-695786-C

Cross-Reference Case Number: A695786

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### PARTY INFORMATION

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Defendant	Cannavest Corp	Lead Attorneys William R. Urga <i>Retained</i> 7026997500(W)
Defendant	Mackay, Bart	Erika A. Pike <i>Retained</i> 7027965555(W)
Defendant	Mal Dun LLC	Erika A. Pike <i>Retained</i> 7027965555(W)
Defendant	Mercia Holdings LLC	Erika A. Pike <i>Retained</i> 7027965555(W)
Defendant	Mona, Michael J, Jr.	Terry A. Coffing <i>Retained</i> 7023820711(W)
Defendant	Roen Ventures LLC	Erika A. Pike <i>Retained</i> 7027965555(W)
Plaintiff	Far West Industries	F. Thomas Edwards <i>Retained</i> 702-791-0308(W)

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### EVENTS & ORDERS OF THE COURT

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	<b>DISPOSITIONS</b>
07/03/2014	<b>Order of Dismissal Without Prejudice</b> (Judicial Officer: Gonzalez, Elizabeth) Debtors: Far West Industries (Plaintiff) Creditors: Bart MacKay (Defendant) Judgment: 07/03/2014, Docketed: 07/14/2014
07/14/2014	<b>Order of Dismissal</b> (Judicial Officer: Gonzalez, Elizabeth) Debtors: Far West Industries (Plaintiff) Creditors: Michael J Mona, Jr. (Defendant) Judgment: 07/14/2014, Docketed: 07/21/2014 Comment: Certain Claim
07/14/2014	<b>Order of Dismissal Without Prejudice</b> (Judicial Officer: Gonzalez, Elizabeth) Debtors: Far West Industries (Plaintiff) Creditors: Cannavest Corp (Defendant) Judgment: 07/14/2014, Docketed: 07/21/2014 Comment: Certain Claims



10/16/2014 **Voluntary Dismissal** (Judicial Officer: Gonzalez, Elizabeth)  
Debtors: Cannavest Corp (Defendant)  
Creditors: Far West Industries (Plaintiff)  
Judgment: 10/16/2014, Docketed: 10/23/2014

**OTHER EVENTS AND HEARINGS**

02/07/2014 **Case Opened**  
02/07/2014 **Complaint**  
*Civil Cover Sheet and Complaint*  
02/07/2014 **Initial Appearance Fee Disclosure**  
*Initial Appearance Fee Disclosure*  
02/07/2014 **Amended Complaint**  
*Amended Complaint*  
02/20/2014 **Amended Complaint**  
*Second Amended Complaint*  
02/27/2014 **Summons**  
*Summons Roen Ventures, LLC*  
03/07/2014 **Acceptance of Service**  
*Acceptance of Service for Roen Ventures, LLC*  
03/12/2014 **Acceptance of Service**  
*Acceptance of Service for Bart Mackay*  
03/21/2014 **Summons**  
*Summons*  
04/08/2014 **Motion to Dismiss**  
*Defendant Michael J. Mona's Motion to Dismiss*  
04/08/2014 **Request to Transfer to Business Court**  
*Request for Assignment to Business Court Pursuant to EDCR 1.61*  
04/08/2014 **Initial Appearance Fee Disclosure**  
*Initial Appearance Fee Disclosure*  
04/08/2014 **Notice of Department Reassignment**  
04/08/2014 **Notice of Hearing**  
*Notice of Hearing*  
04/15/2014 **Motion to Associate Counsel**  
*Motion to Associate Counsel (S. Todd Neal, Esq.)*  
04/15/2014 **Initial Appearance Fee Disclosure**  
*Initial Appearance Fee Disclosure (NRS Chapter 19)*  
04/15/2014 **Certificate of Service**  
*Certificate of Service*  
04/16/2014 **Declaration**  
*Declaration of John P. Cleary in Support of Defendant Cannavest Corp's Motion to Dismiss, or in the Alternative, for Summary Judgment on Plaintiff Far West Industries' Second Amended Complaint*  
04/16/2014 **Motion To Dismiss - Alternative Motion For Summary Judgment**  
*Defendant Cannavest Corp's Motion to Dismiss, or in the Alternative, For Summary Judgment on Plaintiff Far West Industries' Second Amended Complaint and For Order Shortening Time*  
04/16/2014 **Memorandum of Points and Authorities**  
*Memorandum of Points and Authorities in Support of Defendant Cannavest Corp's Motion to Dismiss, or in the Alternative, For Summary Judgment on Plaintiff's Second Amended Complaint*  
04/16/2014 **Notice**  
*Notice of Lodgment in Support of Defendant Cannavest Corp's Motion to Dismiss, or in the Alternative, For Summary Judgment on Plaintiff's Second Amended Complaint*  
04/16/2014 **Request for Judicial Notice**  
*Request for Judicial Notice in Support of Defendant Cannavest Corp.'s Motion to Dismiss, or in the Alternative, for Summary Judgment on Plaintiff Far West Industries' Second Amended Complaint*  
04/17/2014 **Receipt of Copy**  
*Receipt of Copy*  
04/17/2014 **Receipt of Copy**  
*Receipt of Copy*  
05/05/2014 **Opposition to Motion to Dismiss**  
*Opposition to Motion to Dismiss*  
05/06/2014 **Notice of Non Opposition**  
*Notice of Non-Opposition to Defendant Michael J. Mona's Motion to Dismiss Plaintiff's Third Cause of Action*  
05/09/2014 **Reply**  
*Memorandum of Points and Authorities in Support of Defendant Cannavest Corp.'s Reply to Plaintiff's Opposition to Motion to Dismiss, or in the Alternative, for Summary Judgment on Second Amended Complaint*  
05/13/2014 **Motion to Dismiss (8:30 AM)** (Judicial Officer Gonzalez, Elizabeth)  
*Defendant Michael J. Mona's Motion to Dismiss*  
05/13/2014 **Result: Granted**  
**Motion to Associate Counsel (8:30 AM)** (Judicial Officer Gonzalez, Elizabeth)  
*Non-Party Theodore Sobieski's Motion to Associate Counsel (S. Todd Neal, Esq.)*  
05/16/2014 **Reset by Court to 05/13/2014**

05/13/2014 Result: Granted  
**Motion to Dismiss** (8:30 AM) (Judicial Officer Gonzalez, Elizabeth)  
*Defendant Cannavest Corp's Motion to Dismiss, or in the Alternative, For Summary Judgment on Plaintiff Far West Industries' Second Amended Complaint and For Order Shortening Time*

05/13/2014 Result: Granted  
**All Pending Motions** (8:30 AM) (Judicial Officer Gonzalez, Elizabeth)  
Parties Present  
Minutes

05/19/2014 Result: Matter Heard  
**Motion To Dismiss - Alternative Motion For Summary Judgment**  
*Motion to Dismiss, or, in the Alternative, for Summary Judgment on Plaintiff's Second Amended Complaint*

05/19/2014 **Initial Appearance Fee Disclosure**  
*Initial Appearance Fee Disclosure (NRS Chapter 19)*

05/19/2014 **Initial Appearance Fee Disclosure**  
*Initial Appearance Fee Disclosure*

05/20/2014 **Reporters Transcript**  
*Transcript of Proceedings: Hearing on Motions; May 13, 2014*

05/30/2014 **Mandatory Rule 16 Conference** (8:30 AM) (Judicial Officer Gonzalez, Elizabeth)  
Parties Present  
Minutes

06/13/2014 Result: Matter Heard  
**Stipulation and Order**  
*Stipulation and Order to Extend Deadlines*

06/16/2014 **Notice of Entry of Order**  
*Notice of Entry of Stipulation and Order to Extend Deadlines*

06/17/2014 **Business Court Order**  
*Business Court Scheduling Order and Order Setting Civil Bench Trial and Calendar Call*

06/17/2014 **Order Admitting to Practice**  
*Order Granting Motion to Associate Counsel (S. Todd Neal, Esq.)*

06/19/2014 **Notice of Entry of Order**  
*Notice of Entry of Order Granting Motion to Associate Counsel (S. Todd Neal, Esq.)*

06/24/2014 **Opposition to Motion to Dismiss**  
*Opposition to Motion to Dismiss*

06/26/2014 **Reply to Motion**  
*Reply by Defendants, Roen Ventures, LLC and Bart Mackay, to Plaintiff's Opposition to Motion to Dismiss, or, in the Alternative, for Summary Judgment on Plaintiff's Second Amended Complaint*

07/01/2014 **Motion to Dismiss** (8:30 AM) (Judicial Officer Gonzalez, Elizabeth)  
*Defendants, Roen Ventures, LLC and Bart Mackay's Motion to Dismiss, or, in the Alternative, for Summary Judgment on Plaintiff's Second Amended Complaint*  
Parties Present  
Minutes  
06/19/2014 Reset by Court to 07/01/2014

07/03/2014 Result: Granted in Part  
**Order**  
*Order*

07/07/2014 **Notice of Entry of Order**  
*Notice of Entry of Order*

07/09/2014 **Notice of Change of Firm Name**  
*Notice of Change of Firm Name*

07/14/2014 **Order Granting Motion**  
*Order Granting Defendant Michael J. Mona's Motion to Dismiss the Third Claim for Relief and Defendant CannaVEST Corp.'s Motion to Dismiss the Second Amended Complaint*

07/15/2014 **Notice of Entry of Order**  
*Notice of Entry of Order Granting Defendant Michael J. Mona's Motion to Dismiss the Third Claim for Relief and Defendant CannaVEST Corp.'s Motion to Dismiss the Second Amended Complaint*

07/15/2014 **Amended Complaint**  
*Third Amended Complaint*

07/24/2014 **Reporters Transcript**  
*Recorder's Transcript of Proceedings: Hearing on Defendants' Motion to Dismiss 07/01/14*

07/28/2014 **Acceptance of Service**  
*Acceptance of Service (Bart Mackay, Mai Dun, LLC, Mercia Holdings, LLC)*

08/22/2014 **Answer to Amended Complaint**  
*Michael J. Mona Jr's Answer to Third Amended Complaint*

09/26/2014 **Motion**  
*Motion for Supplemental Rule 16 Conference*

09/29/2014 **Initial Appearance Fee Disclosure**  
*Initial Appearance Fee Disclosure*

10/08/2014 **Joinder To Motion**  
*Defendant Michael J. Mona, Jr.'s Joinder to Motion for Supplemental Rule 16 Conference*

10/13/2014 **Response**  
*Response by Defendant CannaVEST Corp. to Defendants Bart Mackay, Roen Ventures, LLC, MAI Dun, LLC and Mercia Holdings, LLC's Motion for Supplemental Rule 16 Conference*

10/16/2014 **Voluntary Dismissal Without Prejudice**  
*Voluntary Dismissal of Complaint Without Prejudice*

10/30/2014 **Notice of Non Opposition**  
*Notice of Non-Opposition to Motion for Supplemental Rule 16 Conference*

11/07/2014 **Motion** (3:00 AM) (Judicial Officer Gonzalez, Elizabeth)  
*Defendants Roen Ventures, LLC, Mai Dun, LLC, Mercia Holdings, LLC, and Bart Mackay's Motion for Supplemental Rule 16 Conference*

11/07/2014 **Joinder** (3:00 AM) (Judicial Officer Gonzalez, Elizabeth)  
*Defendant Michael J. Mona, Jr.'s Joinder to Motion for Supplemental Rule 16 Conference*

11/07/2014 **All Pending Motions** (3:00 AM) (Judicial Officer Gonzalez, Elizabeth)  
Minutes

11/13/2014 **Order Granting Motion**  
*Order Granting Motion for Supplemental Rule 16 Conference*

11/14/2014 **Business Court Order**  
*Business Court Order*

11/14/2014 **Notice of Entry of Order**  
*Notice of Entry of Order*

12/11/2014 **Status Check** (8:00 AM) (Judicial Officer Gonzalez, Elizabeth)  
Parties Present  
Minutes  
 12/11/2014 Reset by Court to 12/11/2014

01/22/2015 **Answer to Amended Complaint**  
*Defendants Mai Dun, LLC and Roen Ventures, LLC's Answer to Third Amended Complaint*

01/23/2015 **Mandatory Rule 16 Conference** (8:00 AM) (Judicial Officer Gonzalez, Elizabeth)  
Parties Present  
Minutes  
 12/12/2014 Reset by Court to 01/23/2015

02/04/2015 **Order Setting Civil Bench Trial**  
*Business Court Scheduling Order and Order Setting Civil Bench Trial and Calendar Call*

02/05/2015 **CANCELED Calendar Call** (8:45 AM) (Judicial Officer Gonzalez, Elizabeth)  
*Vacated - per Judge*

02/09/2015 **CANCELED Bench Trial** (1:30 PM) (Judicial Officer Gonzalez, Elizabeth)  
*Vacated - per Judge*

02/09/2015 **CANCELED Settlement Conference** (10:00 AM) (Judicial Officer Alf, Nancy)  
*Vacated*

02/26/2015 **Motion to Dismiss**  
*Defendant Mercia Holdings, LLC and Bart Mackay's Motion to Dismiss, or, in the Alternative, for Summary Judgment*

02/27/2015 **Initial Appearance Fee Disclosure**  
*Initial Appearance Fee Disclosure*

03/09/2015 **CANCELED Settlement Conference** (10:00 AM) (Judicial Officer Alf, Nancy)  
*Vacated*

03/30/2015 **Opposition to Motion to Dismiss**  
*Opposition to Defendant Mercia Holdings, LLC and Bart Mackay's Motion to Dismiss, or, in the Alternative, for Summary Judgment*

03/31/2015 **Stipulation and Order**  
*Stipulation and Order*

04/01/2015 **Notice of Entry of Stipulation and Order**  
*Notice of Entry of Stipulation and Order*

04/16/2015 **Reply in Support**  
*Defendants Mercia Holdings, LLC and Bart Mackay's Reply in Support of Motion to Dismiss, or in the Alternative, for Summary Judgment*

04/17/2015 **Substitution of Attorney**  
*Substitution of Attorneys for Plaintiff Far West Industries*

04/21/2015 **Motion to Dismiss** (8:30 AM) (Judicial Officer Gonzalez, Elizabeth)  
*Defendant Mercia Holdings, LLC and Bart Mackay's Motion to Dismiss, or, in the Alternative, for Summary Judgment*

	<u>Parties Present</u>
	<u>Minutes</u>
	04/07/2015 Reset by Court to 04/21/2015
	Result: Denied Without Prejudice
05/07/2015	<b>Order Denying Motion</b> <i>Order Denying defendant Mercia Holdings, LLC and Bart MacKay's Motion to Dismiss, Or, in the Alternative for Summary Judgment</i>
05/08/2015	<b>Notice of Entry of Order</b> <i>Notice of Entry of Order</i>
05/28/2015	<b>Notice of Change of Firm Name</b> <i>Notice of Change of Firm Affiliation and Address</i>
08/03/2015	<b>CANCELED Settlement Conference</b> (10:00 AM) (Judicial Officer Alf, Nancy) <i>Vacated Settlement Conference</i>
	04/28/2015 Reset by Court to 08/03/2015
10/22/2015	<b>Status Check</b> (8:30 AM) (Judicial Officer Gonzalez, Elizabeth)
11/12/2015	<b>Calendar Call</b> (8:45 AM) (Judicial Officer Gonzalez, Elizabeth)
11/16/2015	<b>Bench Trial</b> (1:30 PM) (Judicial Officer Gonzalez, Elizabeth)

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**FINANCIAL INFORMATION**

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	<b>Defendant Cannavest Corp</b>			
	Total Financial Assessment			1,683.00
	Total Payments and Credits			1,683.00
	<b>Balance Due as of 08/20/2015</b>			<b>0.00</b>
04/16/2014	Transaction Assessment			200.00
04/16/2014	Wiznet	Receipt # 2014-45132-CCCLK	Cannavest Corp	(200.00)
04/17/2014	Transaction Assessment			1,483.00
	<b>Defendant MacKay, Bart</b>			
	Total Financial Assessment			30.00
	Total Payments and Credits			30.00
	<b>Balance Due as of 08/20/2015</b>			<b>0.00</b>
05/19/2014	Transaction Assessment			30.00
05/19/2014	Wiznet	Receipt # 2014-57781-CCCLK	MacKay, Bart	(30.00)
	<b>Defendant Mai Dun LLC</b>			
	Total Financial Assessment			1,483.00
	Total Payments and Credits			1,483.00
	<b>Balance Due as of 08/20/2015</b>			<b>0.00</b>
09/29/2014	Transaction Assessment			1,483.00
09/29/2014	Wiznet	Receipt # 2014-111416-CCCLK	Mai Dun LLC	(1,483.00)
	<b>Defendant Mercia Holdings LLC</b>			
	Total Financial Assessment			230.00
	Total Payments and Credits			230.00
	<b>Balance Due as of 08/20/2015</b>			<b>0.00</b>
02/27/2015	Transaction Assessment			200.00
02/27/2015	Wiznet	Receipt # 2015-20541-CCCLK	Mercia Holdings LLC	(200.00)
09/29/2014	Transaction Assessment			30.00
09/29/2014	Wiznet	Receipt # 2014-111417-CCCLK	Mercia Holdings LLC	(30.00)
	<b>Defendant Mona, Michael J, Jr.</b>			
	Total Financial Assessment			1,504.00

	Total Payments and Credits			1,504.00
	Balance Due as of 08/20/2015			0.00
04/08/2014	Transaction Assessment			1,486.50
04/08/2014	Wiznet	Receipt # 2014-41255-CCCLK	Mona, Michale J	(1,483.00)
04/08/2014	Wiznet	Receipt # 2014-41256-CCCLK	Mona, Michale J	(3.50)
04/08/2014	Transaction Assessment			3.50
04/08/2014	Wiznet	Receipt # 2014-41258-CCCLK	Mona, Michale J	(3.50)
04/08/2014	Transaction Assessment			3.50
04/08/2014	Wiznet	Receipt # 2014-41260-CCCLK	Mona, Michale J	(3.50)
04/08/2014	Transaction Assessment			3.50
04/08/2014	Wiznet	Receipt # 2014-41660-CCCLK	Mona, Michael J	(3.50)
08/22/2014	Transaction Assessment			3.50
08/22/2014	Wiznet	Receipt # 2014-97298-CCCLK	Mona, Michael J	(3.50)
10/08/2014	Transaction Assessment			3.50
10/08/2014	Wiznet	Receipt # 2014-115015-CCCLK	Mona, Michael J	(3.50)

	<b>Defendant Roen Ventures LLC</b>			
	Total Financial Assessment			1,683.00
	Total Payments and Credits			1,683.00
	Balance Due as of 08/20/2015			0.00
05/19/2014	Transaction Assessment			200.00
05/19/2014	Wiznet	Receipt # 2014-57776-CCCLK	Roen Ventures LLC	(200.00)
05/19/2014	Transaction Assessment			1,483.00
05/19/2014	Wiznet	Receipt # 2014-57780-CCCLK	Roen Ventures LLC	(1,483.00)

	<b>Other Sobieski, Theodore</b>			
	Total Financial Assessment			0.00
	Total Payments and Credits			0.00
	Balance Due as of 08/20/2015			0.00

	<b>Plaintiff Far West Industries</b>			
	Total Financial Assessment			270.00
	Total Payments and Credits			270.00
	Balance Due as of 08/20/2015			0.00
02/07/2014	Transaction Assessment			270.00
02/07/2014	Wiznet	Receipt # 2014-16032-CCCLK	Far West Industries	(270.00)