## PART D

## PART D

SCHEDTMEE


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FORM 4797
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2531.61:4
INCOME FROM PAESTHROUOH STATEMENT, PAOE 2 2014

SSNEEN TMYPAYER |  |
| --- |
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|  |

SCHEDULEE
income from passthrough statement. page 4
SSNEEN M 2014


21
Eserish



Pombesy2014) MTCHAEL J, MONA JR \& RHONDA H. MONA

Page 2

## PPitiII] Tax Computation Using Maximum Capital Gains Rates


 Eres 3 d the wokshesi in the insulucticns for line 31


 you are fing Fom 2555 or $25 \$ 5$ E7, son hatustens for the anbunt oo ontes




 2355FZ, seterninchons lor the amounc to arter
40 Enter the smatiler of lana 36 cr bry 59
41 Sutrast ine 40 tram line 36


43 Iter









46 Eiter the smalior of twe 36 or ina 37



48 Subtact Ina 47 humb irwa AE
40 Entm:

- Saye. TEC it tingo
- N28.Erc if married fing separatel

- S4zeze it trad of househald

60 Enter the mrount from line 45



 ses insuructury for the aricuth lo anters
G2 Add Ena 59 ard the $5^{\circ}$
53 Sutract lio 52 from ine 49 y zero $\alpha$ less crite 0.
S4 Enter ilve sitatior of line 48 ox ting 53
55 Mutiquy lece 54 by $15 \%$ (1s)
66 Add lines 17 and 54
If ines 56 and 36 are the warte, skip lines 57 through 61 and go to life 62 . Otherwist, go to fine 57.
57 Sutatroxt ino 56 from were 46

If line 38 ts rerpar bank, skip hined E9 through 61 and go to lise G2. Otherwise, go to linn 59.
50 A00d Tines 41, shi, and 4 ?
60 Sutstor irve 59 hromina 36

62 Add 4 Kes 42. 55.58, 6Td 61



 $7485{ }^{9}$

Fom 62510014
MONAM 1





AMOUNT
$55,365$. 176. 55,541.

STATEMENT (S) 1, 2, 3 HONAM_1 0451

MICHAEL J. MONA JR E RHONDA H. MONA


NAME AND ADDRESS OF PAYEE/FORM 1098 RECIPIENT AMOUNT
ID* 94-1687665 BANK OP AMBRICA, PO BOX 5170, SIMI VALLEY, CA 93062

50,878 .

TOTAL TO SCHEDULE A, LINE 11
50.878.

| SCHEDULB A POINTS NOT REPORTED ON FORM 1098 | STATEMENT 5 |
| :--- | :--- | :--- | :--- |


| DESCRIPTION | DATE RERINANCED | TOTAL <br> POINTS | AMORT. PERIOD /MOS. | AMORTIZAT <br> THIS YEA |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| REF INANCING | 04/03/06 | 15,000. | 120 | 1.5 |  |
| TOTAL to schedole A, LINE 12 |  |  |  | 1,5 |  |
| SCHEDULE A CONTRIBUT | OTHER TE | SH OR CHEC |  | STATELIENT | 6 |



MICHAEL J, MONA JR K RHONDA R, MONA


MONA, MICHBEL

MICHAEL J. MONA JR \& RHONDA H. MONA

| SCHEDULE A GENBRAL SALES TAX DEDUCTION WORKSHEET | STATEMENT 9 |
| :--- | :--- |

1 ENTER YOUR STATE GENBRAL SALES TAXES FROM THE APPLICABLE TABLE.
802. NEVADA
IF, FOR ALL OF 2014, YOU LIVED ONLY IN CONNECTICUT, THIE DISTRICT OF COLUNBIA, INDIANA, KENTUCXY, MAINE, MARYIAND, MASSACHUSETMS, MICHIGAN, NEW JERSEY, OR RHODE ISLAND, SKIP LINES 2 THROUGH 5, ENTER -0 - ON LINE 6, AND GO TO LINE 7. OTHERWISE, GO TO LINE 2.
2 DID YOU LIVB IN ALASKA, ARIZONA, ARKANSAS, COLORADO, GEORGIA, ILLINOIS, LOUISIANA, MISSOURI, NEW YORX, NORTK CAROLINA, SOUTH CAROLINA, TEANESSEE, UTAH, VIRGINIA, OR WEST VIRGINIA IN 2014? IF NO, ENTRR -O-. IF YES, ENTER YOUR LOCAL GENERAL, SALES

TAXES FROM THE APPLICABLE TABLE.
0.

3 DID YOUR LOCALITY IMPOSE A LOCAL GENERAL SALES TAX IN 20147 RESIDENTS OF CALIFORNIA AND NEVADA SEE INSTRUCTIONS. IP NO, SKIP LINES 3 THROUGH 5, ENTER -O- ON LINE 6 AND GO TO LINE 7.
IR YES, ENTER YOUR LOCAL GENBRAL SALES TAX RATE, BUT OMIT THE PRRCENTAGE SIGN. 1.2500 LAS VEGAS
4 DID YOU ENTER -O- ON LINE 2 ABOVE?
IF NO, SKIP LINES 4 AND 5 AND GO TO LINE 6.
IF YES, ENTER YOUR STATE GENERAL SALBS TAX RATE, BUT OMIT THE PERCENTAGE SIGN.
5 DIVIDE LINE 3 BY LINE 4. ENTER THE RESULT AS A DECIMAL (ROUNDED TO AT LEAST THREB PLACBS). .1820
6 DID YOU ENTRRA - 0 - ON LINE 2 ABOVB? IF NO, MULTIPLY LINE 2 BY LINE 3. IF YBS, MULTIPLY LINB 1 BY LINE 5.
146.

| 146. |
| ---: |
| 948. |
| 1.000000 |
| 948. | IF ANY.

8 DEDUCTION FOR GENERAL SALES TAXES. ADD LINES 6C AND 7. ENTER THE RESULT HERE AND ON SCHEDULE A. LINE 5 AND CHECK bOX "B" ON THAT LINE.
6.8500
5.409.

94B.
948.
6.357.

| NET LONG-TERM EATN OR LOSS FROM <br> PARTNERSHIPS, 5 CORPORATIONS, AND FIDUCIARIES |  | STATEMENT 10 |
| :---: | :---: | :---: |
| DESCRIPTION OF ACTIVITY | GAIN OR LOSS | 28\% GAIN |
| MEM VEXTURES HER | $\begin{aligned} & -209,077 . \\ & -381,834 . \end{aligned}$ |  |
| TOTAL TO SCHEDUEE D, PART IT, LINE 12 | -590.911. |  |

MICHARL J. MONA JR \& RHONDA H. MONA



MONA, MICHAEL

STATEIGENT (S) 11: 12 MONAM
MONA 2nd JDE - 0044546

MICHAEL J. MONA JR \& RHONDA H. MONA

|  | ALTERNATIVE MINIMUM TAX <br> CAPITAL LOSS CARRYOVER | GTATBMENT |
| :--- | :--- | :--- |
|  | 13 |  |

1. ENTER THE AMOUNT FROM FORM 6251, LINE 28

12,294.
2. ENTER THB LOSS FROM SCH D, LINE 21. AS A POSITIVE AMOUNT 3,000.
3. COMBINE LINES 1 AND 2. IF ZERO OR LESS, ENTVER -0-
4. ENTER THR SMALLER OF LINE 2 OR LINE 3

3,000.
5. BNTER THE LOSS FROM SCH D, LINE 7, AS A POSITIVE AMOUNT
6. ENTER THB GAIN, IF ANY. FROM SCHEDULE D, LIAR 15
7. ADD LINES 4 AND 6
8. SHORT-TERM CAPITAL LOSS CARRYOVER TO NEXT YEAR. SUBTRACT LINE 7 FROM LINE 5. IF ZBRO OR LESS, ENTER - O-
9. ENTER THE LOSS FROK SCH D, LINE 15, AS A POSITIVE AMOUNTS 500,253.
10. ENTER THE GAIN, IF ANX, FROM SCHEDULE D, LINE 7
11. SUBTRACT LINE 5 FROM LINE 4. TF ZERO OR LESS, ENTRR - 0 - 3.000 .
12. ADD LINES 10 AKD 11
13. LONG-TBRM CAPITAL LOSS CARRYOVER TO NEXT YEAR. SUBTRACT LINE 12 FROM LINE 9. IF ZERO OR LESS, ENTER -0- 497.253.
SCHEDULE E INCOME OR (LOSS) FROM PARTNERSHIPS AND S CORPS STATEMENT 14

NAME

| EMPLOYER ID NO. | ANY <br> NOT <br> AT | X IF <br> FRN | CODE | $\begin{aligned} & \text { PASSIVE } \\ & \text { LOSS } \end{aligned}$ | PASSIVE INCOMB | NONPASSIVB LOSS | SEC. 179 DEDUCTION | NONPASSIVE INCOME |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| MONA CO DEVELOPMENT, LLC 163.005. |  |  |  |  |  |  |  |  |
| MEM VENTURES LLC $P^{*}$ * 0. |  |  |  |  |  |  |  |  |
| HER ACQUISITION LLC $\mathrm{P}^{\text {* }}$ ( 0 . |  |  |  |  |  |  |  |  |
| AZ 12, LLC P ( 0 . |  |  |  |  |  |  |  |  |
| STRANGER THAN PICTION, LLC |  |  |  |  |  |  |  |  |
| TOTALS TO | CH. E | LN | . 29 |  |  | 163.098. |  |  |

STATEMENT(S) 13, 14 MONAM 1

MICHAEE J. MONA JR \& RHONDA R. MONA


FORM 6251 DEPRRCIATION ON ASSETS PLACED IN SERVICE AFTER 1986 STATEMENT 16

## DESCRIPTLON

FROM K-1 - MONACO
TOTAL TO FORM 6251, LINE 18

AMOUNT

| $-1,044$. |
| ---: |
| $-1,044$. |



| Your name |  | $\text { Spodibo Efide } 3 S 5 \text { or iTN }$ |  |
| :---: | :---: | :---: | :---: |
| MICHAEL J. MONA JR |  |  |  |
| Spouso's/ries rame |  |  |  |
| RHONDA H. MONA <br> Part Tax Return Information (whole doliars cons) |  |  |  |
|  |  |  |  |  |  |
| 1 |  or Shor Form S40NH. ire 30 $\qquad$ |  | -146,605. |
| 2 Amount You Owe (Form SAO, Gine 111: Form 540 2E2, hre 27: Lorg Form 540NR, fre 121; or Shat Form 540NP. line 121) $\qquad$ |  |  | 0. |
|  or Shot form 540NA, line 125) $\qquad$ |  |  | 0. |

## Part Il Taxpayer Declaration and Signature Authortzation (Ee sure you obtain and keop a copy of your retum)












 Canstint
Taxpayer's PIN: chack one box only
XI Imuthte BILSON \& COMPANY, CPA'S
ERO HITI nam
to enter my PuN


 PIN and you fourn is filed uing the Practitioner PIN method. The ERO muss complete Peet ith betow.
Your stonature - $\qquad$ Data $\qquad$
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[X] isuthon HILSON \& COMPANX, CPA'S
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to anter my PIN as my eignature on my 2014 efticc Callomian indimall income tax return.



Practitioner PN Mathod Perturns Onty Contimue beiow
Part III Certification and Authenticmion - Practitioner PiN Mathod Only

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For Porvecy Notice, out FIB 4 t31 ENOSP.
FTB 8879 C2 2014

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TMOT-2
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2793 RED ARROW DRIVE
LAS VEGAS NV 891.35
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08~02~1954 05~131959


4 $\square$

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$v_{\text {our nam M MLCHAEL } ~} J$, MONA JR
Your SSN or TIW:



| 71 | Anumative mbinum tx Anach Schedue P (540wf) | 00 |
| :---: | :---: | :---: |
| 72 | Montal Heath Savioes Jax. See instructiong | 00 |
| 73 | Other tpass md credit recaplurte Set insluctiont | 00 |
| 74 | Add ine 63, ine 71, line 72, mod line 73. This is your motal tax | 0.00 |


|  | 81 | Caffornte income tax withnold. See instructions | 81 | 00 |
| :---: | :---: | :---: | :---: | :---: |
| E | 82 | 2014 CA estiruved tax and other payments Sea instuctions | 82 | 0.00 |
| E | 03 | Reer estave and other whthinowing See instructions | 89 | 0 |
| 8 | 84 | Exaess SO1 (or VPOI) witheid See instructions | 04 | 00 |
|  | \% |  | O 8 | 0.00 |


|  | 00 |
| :---: | :---: |
| 102 Anoumf of line $10^{\circ}$ you wam appled to your 2015 setmented tax <br> - 102 $\qquad$ <br> 103 Dreppid trx araibble ths yers. Subtret find 102 from ine 101 $\square$ - 108 $\qquad$ |  |
|  |  |
|  | 0.00 |



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|  | WILSON E COYPANY, CPA'S | P01227966 |
|  | Frmsautess | - |
|  | 2688 S. RAINBON BLVD, STE LAS VEGAS, NV 89146 | 88-0340469 |
| son menctions | Do you wert modiow mother persont to dectuss this tax return with us? (See insmuctionsi) .............. [X, Yes, Mo |  |
|  | Priat Tard Perty Ciedigua's Mame | Telephons turnber |
|  | EDWHRD A WILSON |  |



0463


| California | Schedule 0 and Capital Loss Carryover Worksheets for <br> Nonresidents and Port-Year Residents | 2014 |
| :--- | :---: | :---: | :---: |

Scinedule D Workithee:


Capital Lose Carryover Work sheek
ALL SOURCES

| 1 |  | 3,000. |
| :---: | :---: | :---: |
| $?$ | Amoun: fiom Fomm Sande, mme 17 | 77,706. |
| 3 | Argoum from Forn 5 OONR , ine 18 | 82.733. |
| 4 |  | -5,027. |
| 5 |  | 0. |
| 6 |  | 500,253. |
| 7 |  | 0. |
| 8 | Subtrad fing 7 from line 6 The is raur capital loss carrover to 0015 | 500,253. |





## Section C - Election to Wava Cundact


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MCNA CO DEVELOPMENT, LLC
I.D. NUMBER : 88-0464692

TAXABLE INCOME (LOSS) SUMNARY:
NONPASSIVE LOSS ALLOWBD
NBT INCOME (LOSS ) FOR BNTITY
ACTIVITY INFORMATION:
MONACO
ORDINAFY LNCOME (LOSS)
TOTAL NONPASSIVE GAIN (LOSS)

STAANGER THAN FICTION, LLC
I.D. NUMBER: 20~5503B79
taXABLE INCOME (LOSS) SUMMARY:
NONPASSTVB LOSS ALLOWED
NET ENCONE (LOSS) EOR ENTITY
ACTIVITY INFORMATION:
STRANGER THAN FICTION
ordinary income (loss)
$-93$
TOTAL NONPASSIVE GAIN (LOSS)

MICHAEL J. MONA JR \& RHONDA H. MONA
CA SCHEDULE CA

| X IF NOT <br> SUBJECT TO 28 <br> OR AGI LIMIT |
| :---: |
| X |
|  |

CA 3805 V LINE 8 NONBUSINESS DEDUCTIONS $\quad$ STATEMENT 2

| DESCRIPTION | AMOUNT. |
| :---: | :---: |
| CALITOENTA ITEMIZED DEDUCTIONS | 82.733. |
| TOPAL TO 3805V. LINE 8 | 82.733. |


| CA 3805v | NONBUSINBSS INCOME | STATEMENT 3 |
| :---: | :---: | :---: |
| DESCRIPTION |  | AMOUNT |
| INTEEREST INCOMB |  | 21,256. |
| DIVIDEND INCOME |  | 3,027. |
| TOTAL TO FORM 3805V, LINE 9 |  | 24,283. |

STATEMENT(S) 1, 2, 3 MONAM_1






Section C - Electiog of Waire Campas



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(1) Curymes licmzer n 7116

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Part IV Mal Canpad See inshurdions






MICHARL J. MONA TR \& RHONDA H. MONA
CA 3805 A AMT ALTERNATIVE MINIMUM TAX ITEMIZED DEDUCTIONS STATEMENT 4

DESCRIPTION
AMOUNT
FORM 540NR, LINE 18
PERSONAL AND REAL PROPERTY TAXES AMT ADJUSTMENT
TOTAL TO 3805 V AMT, LINS 2

# RESIDENTIAL LEASERENTAL AGREEMENT 

## PARTIES:

LANDLDRD: Bamburgh Holdings LLC, a Nevada limited liability compary
TENANT(S): Michacl Mora and Rhonde Mona
PROPERTY ADDRESS: 877 lslend Blvd., Al:01, Sar. Diego, Califomia 9210I

1. TERM: The premises are leased for a period of thirly-six (36) monihs until Sepienther 30, 2017 (the "Initial Tema" , and said term siall be automatically renewed for additional terms of thiny-5ix (36) enorths each unless written notice of terrination is delivened by a panty hereto to the oher party no fate: than thinty (10) days prior to the expiration of the then effective ierm.
2. PAYMENT: As consideration and payment for the lease herein, commencing October I, 2014 and for the lem of the Lease, TENANI agrees to pay the foilowing: (a) all real estate taxes, assessments and other amouns dut and payable on the Leased Premises; (b) all condorninium or honieow:er asscciasion fies and assessments; (c) all ubihices and/or simitar services supplied to the premises; and (d) all propery and othos sypes of insurance paymole on tie Lessed Premises as described hereafter.
3. SECURITY DEPOSITS: TENANT shall deposit with LANOLORD the sam of 50 as a security deposil to secure TENANTS faithful performance of the terms of this lease. After TENANT has vacated, leaving the premises vacant, the LANDLORD may use the secarity deposit for the cieaning of the premises, any unusual wear and tear to the prenises or cominon areas, and any rent or other amounts owed pursuant to the lease agreemern or pursuart to the laws of the Slate of Caiffornia. TENANT may not use said deposit for rent owed during the term of the lease. Within 21 days of tue TENANT vacating the premises, LANDLORD strall firmish TENANT a writen starement indicating any amounts dedured from the security deposit and returning the balance to the TENANT. If TENANT foils to furnisha forwarding address to LANDLORD. then LANDLORD shall send sald statemert and any security deposit refind to the leased premises.
4. OCCUPANTS: The premises shall not be occupied by any person other than those desipisted above as TENANT with the exception of their chlitren, if any. Any person stayling 14 days cumulative or longer, without the LANDLORD's written consent, shall be considered as oeciupying the premises in violation of this agreemen.
5. SUBLETTING OR ASSIONING: TENANT agrees not to assign or subiet the premtses, or any part thereof, withour first obsaining writen permission from LANDLORD.
6. PARKING: TENANT shail sbide by ordinances of the Son Dicgo Counly, Celiforma, ir ary, and the condominium association relared to parking in the condorainium facility pathing garage and shall pay all costs associated therewith. TENANT may not assign, sublet, or allow any othes person to tse the parking at the premises. TENANT may not repeir or pain in this space or at any other common area on the premisce. Any vehicle thal is leaking any subslance must not be parkod anywhere on the premiscs.
7. CONDITION OF PREMISES: TENANT has inspected the premises and noted in writing any damage, maintenarct of cleaning work that must be completed by LANDLORD. LANDI.ORD will forthwith take such actions as are reasonably necessary to correct the damage, maintenance or cleaing work noted

by TENANT. TENANT pramises to keep the premises in a neal and samitary condition and shall be solejy responsible to pay for any sums necessary to repair any item, fixiure or appuntenance that reeds service for any reason.
8. ALTERATIONS: TENANT shall be entited to make reasonable alterations to the premises, including but nox limized to installing aerials, lighting fixtures, dishwashers, washing machines, dryers or other but shall be solely responsibic for the costs thereof. In this regard, TENANT shall ensure that no tien or other charge is levied againgt the premises as 2 result of any such altemations or improvements. TSNANT shall not place placards, signs, or other exhibis in a window of any other place where they can be viewed by other residents or by the general public.
9. NOISE AND DISRUPTIVE ACTIVITIES: TENANT or hisher guests and invitecs yall nol disturl, annoy, endanger or inconvenience other tenants of the building, neightors, the LANDLORD or his agents, or workmen nor violate any iaw, nor commit or permit waste or nuisance in or about the premises. Further, TENANT shall not do or kecp anything in or about the premises that will obstruct the public spaces available to other residenis.
;O. LANDLORD'S KIGHT OF ENTRY: LANOLORD may enter and inspect the premised during normal businets heurs and upon reasonabla advance notice of at least 24 hours to TENANT. LANDLORD is permitued to make all alterations, repairs and maintenance that in LANDLORDS judgment is necessary to perform. In addition LANDLORD has all right to enter as provided in the laws of the State of Nevad. If the work performod requircs thal TENANT termporarily vacate the premises, then TENANT shall vacate for this temporary period upon being served a 7 days notice by LANDLORD. TENANT qgerer that in such evem that TENANT will be solely compensated by a corresponding rediction in rent for those many days that TENANT was temporarily displaced.

If the work to be performed requires the cooperation of TENANT to perform certain tasks, then thase lasks shall be performed upon scrving 24 hours writen notice by LANDLORD. (EXAMPLE -removing food items from cabiness so that the unit may be spayyed for pesss)
11. REPAIRS BY LANDLORD: Where a repair is the responsibility of the LANDLORD, TENANT must notify LANDLORD with a writen notice staing what itern needs servicing or repair. TENANT nust give LANDLORD a reasonable opportunity to service or repair said item. TENANT acknowledges that rent will not be withheld uniess a written nolice has been served on LANDLORD giving LANDLORD a reasonabla time to fix said flem. Under no circumstances may TENANT withold rent uniess said item constitutcs a substantial breach of the warrantee of habitability as provided by the laws of the Stare of Nevad.
i2. INSURANCE: TENANT shall maintain a property insurance as well as personal property insurance policy to cover any losses sustained to the prenises or TENANTS personal property or vehicie. It is acknowledged thas TENANT'S insurance policy shall indemnify LANDLORD for any losses sustalaed to the premisea and shall name the LANDLORD as an sdditional insured beneficiary thereof. TENANTS failure to maintain said policy shall bo a complete waiver of TENANTS right to seck dernages against LANDLORD for the above stated losses.
13. TERMINATION OF LEASEREATAL AGREEMENT: At the expiration of the serm set forth above in paragraph 2. this lease shall becorne a month to month tenancy upon the approval of LANDLORD. Where said term is a month to month tenancy, either party may terminato this tenancy by the serving of a 30 day written nolice.
14. WAIVER: LANDLORD'S failure to require complince with the conditions of this Agreement. or to exercise any right provided herein, shall rot be deemed a waiver by LANDLORD of such condition or right. LANDLORDS acceplance of rent with knowiedge of any default under agreement by TENANT shall not be deemed a waiver of such defsult, nor shall it limit LANDLORD'S righs with respect to that or any subsequent dight. If is fuxther agreed between the parties that the payment of rent at any time shall not be a waiver to any UNLAWFUL DETAINER action unleas LANDLORD in wrising specifically acknowiedges tha this constitutes a waiver to the UNLAUFUL DETAINER action.
15. VALIDITY/SEVERABILITY: If any provision of this agrement is held to be invalid, stich invalidity shall rot affect the validity or enforecability of any other provision of this Agreement.
16. ATTORNEY FEES: In the event action is brought by any party to enforce any terns of this agreement or to recover possession of the premises, ite prevailing pary shail recover from the other party reasonable enomey fecs. It is acknowledged, betwoen the paties, that jury trlals significantly increase tha costs of any litigation between the parlies. It is also acknowlodged that jury trials require a longer length of time to acjudicate the controversy. On this basis, all paries waive their rights to have any matuer setiled by jury trial.
17. NOTICES: All notices to the terant shall be deemed served upon mailing by first class mail, addressed to the tenath, at the subject premises or upon personal delivery to the premisa whether or not TENANT is actually present at the time of said delivery. All notices to LANDLORD shall be served by matiing firs class mail or by personal delivery to such address as LANDLORD may designate in writing to TENANT.
18. PERSONAL PROPERTY OP TENANT: Once TENANT vacales ite premises, all personal property lefl on the premises shall be stored by the LANDLORD for 18 days. If within that bime period, TERANT does not claim sald property, LANDLORD may disposo of said items in any mamer LANDLORD chooses.
19. ENTIRE AOREEMENT: The foregoing Agroement constitutes the cntire agrecment berween the parties and supersedes any cral or writuon represtututions or agrecmenos that may have been made by either party. Further, TENANT represents thal TENANT has relied solely on TENANTS judgmemt in entering into this agreement. IENANT scknowledges having been sdvised to consult with independent tegal counse: before entering into this Agrecmant and has decided to waive such repmentation and advice. TENANT acknowiodges tha: TENANT has read and underslood this agreement and has been furnished a duplicate criginal.


Data:


## NON-LYEVOLYIMG LOAN AOREEMBT



Eos value received Michael Bonus Ir. and honda Mona husband and wife, jointly and severally, or their assigns
 Dollars ( $\$ 800,000$ ) on the cis sos forth below.

1. Farcy afinotes. This note (the "Nose") may be issued as part of a series of smiler notes (collectively, the "Notes") to be issued fir loans made to Payer by Holders. The balance of ho Notes hereby issued may increase by additional lo ens from I holder to Pryor withon the neat for amended, Eddulimal or aupplenentroy Promissory Notes
 payable under terms ldenucal to those sal forib in thin Note. All Notes shall be deemed issued under terms idemicol

 be repaid as set forth below in this Section I:
 unpaid interest on or before the 9 th day of June, 2016 (tho "Maturity Date") unless extended an addidonal term by the mutual agreement of the Patios. Prior to the Maturity Dale, Pryor shall make quarterly payments to Holder equal to the accost but unpaid interest on the outstanding principal balance of the Niche. Said quancrly interest payment shall be paid on or before tho lat day of tine months of January, April, Sully and October with the initial payment made on or before October 1, 2014. All payments of principal, intern and ms payable liareuder to be paid in lawhit money of the United States of America and shall be delivered to such banking instintion as holden may designate from time to lime.
B. Buyment flor to Molarity. This Note may be paid in full pride r to the Maturity Date, provided Mayor shall give folder fifteen (15) days prior mitten notice of Mayor's intent to pay the Note in fall.
2. Evens of Default: Tho following shall constitute cent of default (hereafici referred to badividually on collectively an an "Event of Default"), the occurrence of one or more of which shall ant ilo Holder, at its cation, without notice or presentment or dearad, to declare the attire indebtedness evidenced hereby wimmodiauly due and payable regardless of tho Maturity Date:
A. Pastor's failure to make any payment wisen die hereunder:
B. The termination or breach of any agreesiont, including agreements other than this Note Agreanent, in existence or hereafter entered imo between Payer end Holder (or any affiliate of Holder), or the mulififralion of any such agreement by legal process or otherwise; or
C. The (i) insolvency of Pryor, of (il) the commencement of any proceeding under ant bankuptey or insolvency tara relating io the relief of debtors; or (iii) the appointment of a receiver over coma or a substantial portion of the as tets of Pryor, the occurrence of whit cosies Holder in good fath io decor itself insecure.

Upon tho occurrence ardiduring the condnuanice of a Default, the Holder may, by wino notice to Pro, mecelerate the due date of the principal amount owing under thic.Noves. Such accelerated amounts shall become inmaditicly dive and payable upon receipt of such portico by Payer. If the Holder socelarates the amount tue under the Notes,

the Holder shall have tho right to pursue any or all of the remedies provided in this Note, fackuding but poi limited to, the right to bring suit on the Notes.
3. Waiver: Pryor hereby waives any, mid all presentment, notice of perentoment, dernard, notice of demand. protest, notice of protest, notice of dishonor ar nonpayment of the Nite. The fallure of Holder to exorcise its rights bercutiter upon the occurrence of an Event of Default hail not be deemed a waiver of such right by llolder.
 proceeding is commenced to conforen tho provision hereof, Pryor shall pay all costs of sufi and collection, including any and all attorney's fees mid costs actually housed Holder in any arch legal action, regardless of whether of trot actual litigation is initived and specifically until such time all postojudgners collection actions have concluded. Payer achrowiedges and agrees than I Holder's attorney's normal bounty rales shall be deemed reasonable.
5. Governing Lamer. This Note has been made and delivered in the Site of Nevada, with reference to the laws of the State of Nevada, and the legality, enforceability and constriction of this Note shall be governed by the lay y of
 locauct in Clark Comps. The undersigned consents to the jurisdiction of ald courts for this purpose.

IN WTNESS WHEREOP, these prisms moo executed as of dice date wTillen below.

Pays:


Name Rhonda Mona, Individual (y.

Holder:


Date




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# Legal Claimant Services 

America's \#1 Account Recovery Firm
January 31.2014

Kerne Case No: I 828.376253
Michael I Mona, Ir
2688 S Rainbow Blvd Apt B 1
Las Vegas, NV 89146

Re: EMPLOYERS HOLDINGS, INC.
Dear Mr. Mona:

We are in receipt of your signed Agreement. I am now pleased to provide you with tithe specilie details of the account that wo are going to recover on your behalf, these complete the enclosed authorization documents and return them to ne by February 28, 2014.

We have already notified the company or ils transfer agent that you have requested that Kane hond le this account on your behalf.

If you have any questions regarding these forms, please feel free to contact me. If I an unavailable, please contact Rene Bucci at $1-888-876-7635$, ext 3077 . Thank you for your courtesy in this matier.

Yours very truly,
Brian MkNomaxd
Brian McNamara
Account Executive
Extension: 3076
bmenamara@keancup.com
$B P M \backslash R B$
Encl.

Plespe follow the instructions for tach form below.
 research, recovery, and distribulion of Uis accown. THIS DOCUMENT MEST ER SIGNED AND NOTARIZED.
 you This dacament morr be Medallion Signatara Guar gateed in order for the to complete the recuvery process

 You anal be in the presence of the autherized officer when sigalag your dorument(n).

A Medallion Guamnoe stamp cray be provided by a L.S. commercial or savings bank, a federally chanerod asyings wid loan axsociation, a domextic credit unton, a foretgn bank with a U.S. correxondent, or i member of a narional securities exchange



Below, you will find a semple of the Medallion Stprature Guarence. This is the only stamp that will be acceqted by the financial instlation:


 Starmp, please condact your Account Execullve so that we call assidt with oblaining the sume.
 paperwort.
[. Pern yee: This form is used to ensure thm the appropriate Tax Identification Number is subjected to applicable taxer. Pleaso complete his form with your Trusc Tax ID Number and dato and sign.
 have te enclosod Cerificute of lacumbency tated and Medallion Silgnature Owaranteed by a commercial Anancial iastitution. Please do not sign the enclosed form.

If you have any quegtions regarcling the completion of any of these forma, pleare cuntact your Abcount Execztive. Fallare to completa the docmmenta cerrectly will stealifeandy delay the recovery of your actoant.

## LETTER OF INSTRUCTION

## Keanc Case H1828-376253

EMPLOYERS HOLDINGS, INC.

## 5,31] Shares

Account No.: 4002213562
Emerald Suites Cameron LLC

1/we, the undertigned, irrevocably appoint Keane as my agent with respece to this transaction. Liwe understand thai, as my agent, Keano has the aulhority to cause the transfer, reglstration (owner) change, and/or sale of my EMPLOYERS HOLDINGS, INC. account through tha transfer agent or designated broker-dealer. Ihereby authorize Wells Fargo Bank, N.A. to release to Keane any and all assets hold in ihis account.

I am the claimant for the account contatilog EMPLOYERS HOLDINGS, INC. Vwe nuthorize Keanc to sell all shares in this account. Kcang will send the belance dwo after deducting its $10 \%$ servico fee from the sale proceeds.

Keane is hareby authorized to use the enclosed documents on my behalf to procest the referpnced account.
STATE OF Nevicacka
COUNTY OF (íai- $)$ ss:

OF (Cai- (C)
On the 14 day of Feprasary in the year 2014 before me, the undersigned, personally
 whose name is subscribed to the within instrument and acknowladged to me that he exceuned the same in his capacity, and that by his sigmature on the instrument, the individual, or person upon behalf of which the individual acted, axeculed the instrument, and that such individual made such appearance before the undersigned.

Sworn to before me on


Notarf?

## IRREVOCABLE STOCK POWER

EMPLOYERS HOLDINGS, INC.
S,311 Shares
Account No:
Emerald Sulies Cameron LLC

1/wa, the undersigned, trevocably appoint Keane as my agent with respect to this transaction. Wwe understand that, as my agent, Koanc has the authority to cause the transfer, registrution (owner) change, and/or sale of my EMIPLOYERS HOLDINGS, INC. account through the transfer agent or desigaated broker-dealer. I hereby authorizo Wells Fargo Bank, N.A. to relcase co Keane any and ail assots held in this accomm.

Pleaso provide the Trust Tax ID Number of tha legal claimant and sign in tha spoce provided. Tax ID and signature are always required, evers if the account will be $100 \%$ redeened.

Please Transier 95\% Ownership to Micheel J Monta, ir. \& Rhenda It Mona, Co-T fusteos for the Mona Fanily Trust ded 2h1/2002.

The Toust Tax. ID Number is


## Request for Taxpayer Identification Number and Certification Identification Number and Certification

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## Prtwacy Act Notica










## AFFIDAVIT OE TRUSTEE



Michael J Mona, Jr, \& Ronda H Mona being duly sworn and deposed, hereby state as follows:

1. The Mona Family Trust (the "Trust") was duty executed by the Declaration of Trust dated $2 / 21 / 2002$.
2. In accordance with the terms of the Trust, as set forth in Article
$\qquad$ . We are the nominated Trustee [Co-Trustees].
3. We accepted nomination as Trustee, and have not been removed or otherwise had my powers revoked or limited.
4. Accordingly, as of the cate set forth herein, wo are authorized to act to collect any assets due to the rouse.

By:


Dare: February 14,204
Subscribed and sworn to (cr affirmed) before me chis lindsey of

Cafe tot
Signature of Notary Public
Name of Notary Public: Arista Heres


Notary Public, state of Dowada
my commission expires: may 20, 20 k

## Case No.

# CERTIFICATE OF APPONTTMENT AND INCUMBENCY 

 (Fiduciary not Appointed or Qualified by a Court)Part I

I hereby cenufy that Michael J Mona, Jr. \& Rhonda H Mona
Is (are) appolnted and presently quallited Trustee(日) of the: Mona Famlly Trust did 2/21/2002
The affixed medallion guarantec verifies that the above named party/partics aro still empowered to sign on behalf of the stated frust

## CERTIFICATION

## Part II

The Trustee named above cangat be the individual making the certification. The following types of business can cortify the abovo:

Plan Administyator
Commerclal Bank
Company that sponsors the plan or trust
Brokerage Firm

AFFIX MEDALLION GUARANTEE HERE


## PART C

## PART C

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Litigation Services | 1.800.330.1112 www.litigationservices.com

Index: sworn..trust


RHONDA MONA - 06/26/2015
Index: trustee..wedding


Litigation Services | 1.800.330.1112

RHONDA MONA - 06/26/2015
Index: week. yourself


## POST-MARITALPROPERTY SETTLEMENT AGREEMEAT

THIS POST-MARITAL PROPERTY SETILEMENT AGREEMENT ("Agromen") is made and entered into on tho 13 tay of $\longrightarrow 2013$, by and between RHONOA HELENE MONA (TRHONDA"), aresident of the County of Clark, State of Nevada, and MICHAET, JOSEFH MONA ("MIKE'), a resident of the County of Clark, State of Nevada. MIKE and RHONDA sometimes will be collectively refered to in this Agreemeat as the "parties", and inclividually may be referred to as a "party."

## WITNESSETH:

WHEREAS, the parties to this Agreonent were married on October 17, 1982, in Las Veges, Nevada, and ever since such dete have been and now are marriod to each other;

WHERZAS, during the entirety of their 30 years of martiage, the parties bave been, and currently are, residents of the State of Nevads;

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

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

WHERLAS, on or about December 3, 2012, the parties acquired, as their community property, $30,000,000$ shares of the corporatestock of Medical Martiuana, lic, an Oregon corporation ("MMI");

WHEREAS, on or ubout Janmary 15,2013 , the partics acquired, as their community propenty, und additional $7,337,500$ shares of the MMI corporate stock;

WHEREAS, beiween the months of Mrech through August 2013, die partics sold all of their $37,337,500$ shares of the MMI corporate stock for $\$ 6,813,202.20$;


## ExHiart No.

$\quad 1 \quad-36-15$
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Hiki Kongtan, CCR 648

MONA 2nd JDE - 00263

WHEREAS, it is the parties ${ }^{1}$ intent to acknowlodgo, confinm, and document their equal division between themselvos of the said $\$ 6,813,20220$ they received from the sale of their MiMI corporate stock, with RHONDA receiving $\$ 3,406,601.10$ of such monies as her sole and separate property, and MIKE receiving the remaining $\$ 3,406,601.10$ as his sole and separate property;

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

1. A husband and wife cunnot by any contract with each other altor their icgal relations except as to property, and except that they may agreo to en immediate separation and may make provision for the support of cither of them and of their children duriag such scparation.
2. The mutual consent of the parties is a sufficient consideration for such an agreement as is mentioned in subsection 1 .
3. In the event that a suit for divorce is pending or irmenediately contemplated by one of tho spousos against the other, the validity of such agreement shall not be affected by a provision thercin that the agreoment is mado for the purpose of removing the subjecr matter thereof from the field of litigation, and that in the ovent of a divorco being granted to either party, the agreemeni shall become effective and not otherwise.
4. If a contract executed by a busband and wife, or a copy thereof, be introduced in evidence as an axhibit in any divorce action, and the court shall by decree or judgment ratify or adopt or approve the contract by reference thereto, the decree or judgment shall have the same force and effect and lagal consequences as though the contract were copied into the decree, or atiached thereto.

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


WHEREAS, it is the mutual wish and desine of the parties that a full and final adjusiment and setlement of their property rights, and only their property rights, bo hud, setuled, and detorminere at the present time by this Agreement with respcet to the aforementioned $\$ 6,813,202.20$ they received from the sale of their MMI corporato stock;

WHEREAS, the parties further acknowledge and agree that this Agreement is not intended to alter their logal relations and obligations owed to oach other as a marriod coupla, other than as expressly set forth abovo with respect to their equal division of the $\$ 6,813,202.20$ they reveived from the sala of thoir MMI corporate stock, and this Agreement specifically and expressly is not inlended to affect either party's legal obligation to suppor the other party as his or her spouse;

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

WHEREAS, the $\$ 3,406,601.10$ received by RHON'DA from the partic9' sale of their MMI corporate stock is and shall forever be and romain RHONDA's solo and separate property, free from any and all clairns of MIKE, and RHONDA shall continue to have the sole ownership, care, and control of her said $\$ 3,406,601.10 ;$

WHEREAS, the $\$ 3,406,601.10$ recaived by MIKE from dre partles' sale of their MMI corporato stock is and shall forever be and remain MIKE's sole and separate property, free from any and all claims ofRHONDA, and MIKE shall continue to havo the solo ownership, care, and control of his said $\$ 3,406,601.10$;


WHEREAS, by execution of chis Agrement, each party expresses his or her intention not to claim any interest whatsoever in the said $\$ 3,406,601.10$ of scparato property owned by the oher party, or in any of the income, rents, issues, proflts, or appreciation derived therefrom;

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

NOW, THEREFORE, in considecation of the foregoing facts and the mutual agreements and covenants contained in this Agrocment, it is covenanted, agreed and promisad by each party horeto as follows:

## I.

ACKNOWLEDGMENT OF RECITALS; ADDICIONAL CONSIDETSATION
A. MKE and RHONDA acknowledge, warrant, represent, and agroc that the recitals set forth above on pagos one through four of this Agrcemont, are truc and correct, and the same are incorporated in this Section I as though the same aro repeated in chis Section in full.
B. As noted in the rocitals sct forth above in this Agrecment, the parties acknowiedge and agree that their mutual consent to the terms of this Agrcement is sufficient consideration, and the only considoration necossary', for this Agreement to be a valid, legal, and enforceable ngrecment, logally binding upon each party.

II.

## DIVISION OF PROPERTY

A. RHONDA shall havo confirmed to her, as her sole and separate property, free of any and all claions of MIKE, all right, tive and interest, and the sole ownership in and to, the $\$ 3,406,601.10$ she received from the parties' sale of the parties' MMI corporato stock, as well as all additional property owned or acquired by RHONDA at any time with her said separate property, and all property described in thls Agreement as being RHONDA's sole and separate property, including any of the incone, rents, issues, profits, or appreciation derived ihersfrom.
B. MIKE sluall have confirmod to him, as his sole and scparate property, fico of any and all claims by RHONDA, all right, title and interast, and the sole ownership in and to, the $\$ 3,406,601.10$ he received from the parties' sale of the parties' MMI corponate stock, as well as all additional property owned or acquired by MIKB at any time with his said separate property, and all property described in this Agreement as being MIKE's sole and separate property, including any of the income, reats, issues, profits, or appreciation derived therefrom.
III.

## INTENT OF THE PARTIES AND STATUS OF PROPERTX

A. Property Rights. The parties intend, desire and agree that the aforementioned $\$ 3,406,601.10$ each party respectively received from the sale of the their MMI corporate stock stial! bo and forever remain each such party's respectivo solo and separato property, and all appreciation, increments, addition, improvements, incomo, and fruita therofrom also stall be and forcver remain each such party's respective solo and separale proporty. The parties further intend that all such property forever remain cach party's respectivo sole and separale property regardless of any intercest either party might have acquired in such separate property of the other by reason of their continued marriage to each other, counsel, advice, entrgy, and efforts heretofore or heroatter, and regandless of the source of any monies invested in or contributed to any such property at any time during the parties' marriage or after the termination of the parties marriage, should the parties marringe ever


be terminated by divorce or otherwise.
B. Na Transmutation of Separate Property. The partics agree that at no time in the future shall there be any transmutation of any of their respective soparate property interests into jointly ownod or comulnuity proporty except by an express written agreement signed by boih parties and execuled with the same formally as this Agreanent. Unless otherwise cexpressly provided in this Agreentent, the following events shall, under no circumstance, be evidence of any intention by cither party, or of an agreement between the parties, to transmute their separate property interests into jointly owned or communlty property:

1. The tuking of titie to property, whether real or personal, in joint tenancy or in any olher joint or common form;
2. The designation of one party by the other as a bencticiary of his or her estate;
3. The commingling by one party of his or her separato funds or propery with jointly owned funds or property, or with the separale funds or property of the other party;
4. The filing of a joint income tax retum by the parties, whether it be for federal income tax purposes or for the purpose of any state income tax, and/or the payment of any such income taxes from jointly held funds, or the use of one party's separato property to pay the income taxes owed by the other party;
5. Any oral slatuments by cither party,
6. Anywritien statement by either party other than an express writlen agreement of transmulation;
7. The payment from jointly held funds of any separate obligation, including, but not limited to, the payment of any mortgagehome loan, interest, or real property taxes on a separately owned residence or other real property; and
8. The joint occupation of a separately owned residence or any other such property.

IV.

## RIGHT TO DISPOSB OF PROPERTY BY WILE

Each of the parties shall have an immedlate right to dispose of or bequaath by Will, living trust, or other estate planning vehicio, his or her respoctivo intercsts in and to any and all separato property belonging to him or her from and after the date of wis Agrocment, and suoh right shall oxtond to all fliture acquisitions of separate property as woll as to all scpurate property set over to either party urder this Agreement.
V.

## WAIVGR OR RHEERITANCE RIGHTS

Exceptas may beothcrvise provided by Will, Codicil, or other such testanaentary instrument voluntarily executed by either party, whether before or after the dato of this Ayrevnent, the parties each heroby waive any and all righl to the separate estare of the other left at his or her death and forever quitclaim any and all right to share in tho separate estato of the oller by the laws of succession; and the parties horeby relcase one to the other all rights to inherit from the oher any portion of the other party's separatc estate.
VI.

MUTUAL RELEASE OF PROPERTY RIGHTS
It is horaby mutually understood and agreed by and between the parties hercto that this Agreement is deemed to be a final and conclusive agreanert between the parties relative to their respective property fights set forth in this Agrecment.

Vu.
EXECUTION OF NECESSARY DOCUMENTS
A. MKE and RHONDA agree to executo quitclaim deeds, stock transfers, and any and all other instruments that may be required in order to effectuato the transfer of any and all interest either may have in and to the sepurato property bereby conveyed to the other as specified in thls Agreement, or as otherwise provided by the terms of this Agreament. Should eitithe party fail to
execute any such documents, his Agroement shall constitute a full and complete transfer of the interest of one to the other as provided in this Agreement, or to otherwise effectuate any provision of this Agreement. Upon failure of either party to executo and deliver any such deed, conveyance, itle, certificare or other document or instrument to the other party, or as otherwisa provided in this Agreement, this Agreement shall constitute and operate as suci properly exceated document, and the County Auditor and County Recorder and any andall other public and privere officials arehereby authorized and directed to accept this Agreement or a properly centified copy thercof in licu of the document regularly required for such conveyance or transfer.
B. MIKE and RHONDA cach agreo that should either party sell any of tis or hes separato property in which the other has to right, title, or interest by virtue of this Agreement, that such other party will and shall sign any deed, contract, or other instrument necessary to perfect title to any such property so conveyed.
VII.

## DISCLOSURE

Ench party horeto acknowicdges that he or she has read the foregoing Agreement, fully understands the contents of this Agreement, and accepts the same as fair, just and equitable. Each party further acknowledges that there has been no promiso, agreement or undorstanding of either of the parties made to the other, except as exprossly set forth in this Agreement, which has been relied upon by either as a maller of inducement to enter into this Agreement. Furthermore, each party hereto has had the opportunity to be independently adviscd by his or her allorney as to the legal eifect of the terms and the execution of this Agreement.
IX.

## EFFECT OF PARTIAL INYALDITY

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


invaliduted.
X

## ENFORCEMENT OF AGREEMENT

A. If either party instimtes any action or proceding to enforce, or for the breach of any of the terms of this Agreement, or if either party contests the validity of thts Agreement or challenges or olaims that this Agreement is notenforccablo, then the prevailing party shall be entilled to recover his or her attorneys' fees and costs from the other partu. In any such action or procoeding, the prevaillng party shall be entitied to recover all attomeys' fees and costs incurred by that party, rugardless of whether the action or proceeding is prosecuted to judgment. This shall include attorneys' fees and costs incurred by a party defending a claim or suit necessitated by the other party's failure to indemnify as required in this Agreement
B. In addition to the provisions of subparagraph $A$ immediately above, each party to this Agreement shall be indermified for and against all loss, damages, costs, and expenses incurred as a result of or arising from any demand, claim, of suit by or on behalf of the ollier pary contesting or attempting to modify, change, set aside, nullify, or cancel this Agreement or any part or provision of this Agreement for nny roason whatsoever. The indemnity provisions of this Agreement shall specifically upply to costs, expenses, and attomeys' fees incurred by a party successfully seeking enforcement of this Agreement or any provision of this Agrecment.

## XI.

## NO PARTY DEEMED DRAFTER

The parties agree that nuither party shall be deemed to be the drafter of this Agreement and, in the event this Agreement is ever construed by a court of law or equity, such court siall not construe this Agreament or any provision hercof agninst either party as the drafter of the Agrooment. MIKE and RHONDA hereby acknowledge that both parties have contributed substamtially and materially to the preparation of this Agreement.

XII.

## GOVERNING LAW

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

## CUMOLATIVE EFFECI

The parties' rights and remediea hereunder shall be curnulative, und the exercige of one or more shall not preclude the oxercise of any other(s).
XIV.

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

XV.

VERIFICATION
A. MIKE and RHONDA each agrees that he or she has read this Agreement in its entirety prior to his or her execuxion of this Agreement, and fully understands the same.
D. MIKE and RHONDA each further acknowledges and agrees that ho or she fully understands that this Agreement is a foll and final seluement of rights and obigations pertaining to the matters addressed in and resolved by this Agroement.

IN WITNESS WHEREOF, the parties bereto havehereunfo set their hands to this Agreement the year and date above written.


## ACKNOWLEDGMENTS

STATE OF CALIFORNIA ) COUNTY OF $\left\{\begin{array}{l}\text { ss. }\end{array}\right.$

On this $3^{\text {h }}$ day of Sofonter, 2013, personally appeared before me, a Notary Public in and for said County and State, RHONDA HELENE MONA, personally known (or proved) to me to be the parson whoso name is subscribed to the above instrument, and who acknowledged that she executed the instrument.


## STATE OF CALIFORNLA )

COUNTY OF

On this $/ \sum^{\text {th }}$day ur enflember, 2013, personally appeared before me, a Notary Public in and for said County and State, MCHAEL JOSEPH MONA, personally known (or proved) to me to be die person whose name is subscribed to the above instrument, and who ackurwiedyed that he executed the instrument.



## Account Activity

Activity for your account is displayed below. Cick on the to view an Image of a check.

From: To:
$6 / 3 / 2013$ 8/26i2013

## CHECKING

Account Name: CHECKING
Account Number: $x \times x \times x \times 3695$
Avallable Balance; $\$ 57.00$
Current Balarce: $\$ 57.00$

There are no pending/authorized transnctions for this account for the selected date range.

Posted Transactions (Click on categories to change the account view) Click on the to vlew an Imege of a check.


```
MICHAEL JOSEPH MONA JR
RHONDA HELERE YONA
2OD
2698 S RAINBOW BLVD STE A
LAS VEGAS NV 39146-5196
```

10
1
9

## FLATINUM 55 ACCOUNT




MICHAE: JCSEPH MONA JR
ZHONDA FELENE YOND
POD 10
3660 S RAINQON BLVD STE B
LAS VEGAS NV $89146-3196$





```
O.DDE
    F. THOMAS EDWARDS, ESQ.
    Nevada Bar No. }954
    E-mail: tedwards@ncvadafinn.com
    HOLLEY DRIGGS WALCH
    FNNE WRAY PUZEY & THOMPSON
    400 South Fourth Strect,Third Floor
    Las Vegas, Nevada }8910
    Telephone: 702/791-0308
    Facsinile; 702/791-1912
    AItorneys for Plainiff
```


## DISTRICT COURT

CLARK COUNTY, NEVADA
FAR WEST INDUSTRES, a California corporation,

## Plaintiff,

v.

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

Defendants.

Electronically Filed 05113/2015 05:22:39 PM


CLERK OF THE COURT

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 Tret") for damages in the amount of $\$ 17,777,562.18$, plus costs of $\$ 25,562.56$ and athomey'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

Q. Mona

Held Konston, CCR 145
and the Mona Family Trust have failed to satisfy any amount of the Judgment by paying in full the monetary damages self forth in the Judgment; and whereas NRS 21.270 provides for an Examination of Judgment Debtor under such circumstances;

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

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

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

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

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

Dated this $\qquad$ day of



## EXHIBIT "1"

## DEFINITIONS

The following definitions are to be used with respect to these documents:
A. "Document" is defined to be synonymous in meaning and equal in scope to the usage of this term in Nevada Rules of Civil Procedure 34(a), and shall mean any and all information in tangible or other form, whether printed, typed, recorded, computerized, filmed, reproduced by any process, or writen or produced by hand, and whether an original, draft, master, duplicate or copy, or notated version thereof, that is in Your possession, custody, or control. Adraft or non-identical copy is a separate document within the meaning of this tem.
B. Document shall also include, but not be limited to, electronic files, other data generated by and/or stored on or through any of Your computer systems and storage media (e.g., internal or external hard drives, CD-ROM's, floppy disks, backup tapes, thumb drives, intemetbased posting boards, or any other data storage media or mechanisms), or any other electronic data. This includes, but is not limited to: email and other electronic communications (e.g., postings to internet forums, ICQ or any other instant messenger messages, and/or text messages); voicemails; word processing documents; spreadsheets; databases; calendars; telephone logs; contact manager information; Intemet usage files; offline storage or information stored on removable media; information contained on laptops or other portable devices; and network access information. Further, this includes data in any format for storing electronic data.
C. "Relating or referring" are used in their broadest sense and shall mean and include, but shall not be limited to, advert, allude, comprise, concom, constitute, describe, discuss, mention, note, pertain, quote, recite, recount, reflect, report or state.
D. The singular shall include the plural, and the plural shall include the singular. The conjunctive "and" shall include the disjunctive "or" and the disjunctive "or" shall include the conjunctive "and."
E. "Judgment Debtor" shall mean and refer to (1) Michael J. Mona, Jr., Individually, and as Trustce 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 casc 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. Monn, Jr., Jndividually, and as Trustec of the Mona Family Trust Dated February 12, 2002, and (2) Rhonda Mona, as Trustec 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 labcled to correspond to the categories of Document(s) requested.
H. You are instructed to produce any and all Documents which are in your possession, custady 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.)
I. To the extent the location of any Document called for by this Exhibit is unknown to you, so state. If any estimate can reasonably be made as to the location of an unknown Document, describe the Document with sufficient particularity so that it can be identified, set forth your best estimate of the Document's location, and descrite the basis upon which the cstimate is made.
d. If any Document request is deemed to call for disclosure of proprietary data, counsel for movant is prepared to receive such data pursuant to an appropriate confidentiality onder.
K. To the extent the production of any Document is objected to on the basis of privilege, provide the following information about each such document: (1) describe the nature of the privilege claimed (e.g., attomey-client, work product etc.); (2) state the factual and legal 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 cach person who was present when the document was prepared and who has seen the Document; and (4) identify every other Docurnent which relers to or describes the contents of such Document.
L. If any document has been lost or destroyed, the Ducuraent so lost or destroyed 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.

## ITEMS TO BE PRODUCED

1. For the period beginning April 2012 through the present date, financial documents of Judgment Debtor, including, but not limited to, but not limited to, statements for checking, savings or other financial accounts, sccurities brokerage accounts, certificates of deposit, shares in banks, savings and loan, thrift, building loan, credit unions, or brokerage bouses or cooperative, and records of income, profits from companics, cash on hand, safe deposit boxes, deposits of moncy with any other institution or person, cash value of insurance policies, federal and state income tax refunds due or expected, any debt payable to or held by or for Judgment Debtor, checks, drafts, notes, bonds, interest bearing instruments, accounts receivable, liquidated and unliquidated claims of any nature, or any and all other assets.
2. For the period beginning April 2012 through the present date, Documents relating to closed financial accounts, including, but not limited to checking, savings or other financial accounts, securities brokerage accounts, certificates of deposit, shares in banks, sovings and loan, thrith, building loan, credit unions, or brokerage houses or cooperative.
3. Tax refurns and all related lax records of Judgment Debtor for lax yeary 2011, 2012, 2013, and 2014.
4. Tax retums and all related tax records of Rhonda Mona for tax years 2011, 2012, 2013, and 2014.
5. For the period beginning April 2012 through the present date, Documents relating to tax deficiencies of Judgment Debtor.
6. For the period beginning April 2012 through the present date, Documents relating to eamings and/or income, including, but not limited to, compensation paid or payable for services performed by Judgment Debtor, wages, tips, salarics, commissions, bonuses, sales or transfers of assets, and interest camed on financial accounts.
7. For the period beginning April 2012 through the present date, Documents relating to proof of Judgment Debtor's employment, including, but not limited to, any and all paystubs, retirement slips, contracts for employment, and consulting agreements.
8. For the period beginning April 2012 through the present date, Documents relating to income, passive income, investment distribulions, or other monetary disbursements or distributions Judgment Dcbtor has received.
9. For the period beginning April 2012 through the present date, Documents relating to Judgment Debtor's ownership or lcase of automabiles, trucks, trailers, and other vehicles, including, but not limited to, Documents relating to vchicle registration, insurance, sales, purchases, or leases.
10. For the period beginning April 2012 through the present date, Documents relating to stock and interests in any and all corporations or other business entities, whether privately held or publically traded, held by Judgrent Debtor, including, but not limited to any and all certificates of stock in CannaVEST Corp.
11. For the period beginning April 2012 through the present date, Documents relating to interests in any and all parnerships, sole proprietorships, joint ventures, corporations, holding companies and limited liability companies held by Judgment Debtor.
12. Documents relating to any and all real property in which Judgment Deblor holds an interest or which Judgment Debtor owns, directly or indirectly, including, but not limited to, montgages, deeds, leases, assignnents, subordimation agreements, and finance statements.
13. Documents relating to any and all tangible or intangible property, including, but not limited to, furnishings, furniture, musical instruments, fixtures, hardware, home accessories, clectronics, computers, audio-visual devices, appliances, cquipment, jewelry, artwork, antiques, and collections, in which Judgment Debtor holds an interest or which Judgment Debior owns, directly or indirccuy, including, but not limited to, bills of sale, sule receipts, purchase agreements, insurance policics, or promissory notes.
14. For the period beginning April 2012 through the present date, Documents relating to all commercial and consumer loans which Judgment Debtor applied for, or which Judgment Debtor guaranteed, that were submitted to any individual, bank, lender, financial institution, finance company, other private entity, public agency or governmental administration.
15. For the period beginning April 2012 through the present date, Documents relating to all monies loaned to Judgment Debtor or financed on Judgnent Debtor's behalf, including, but not limited to, any home loan, personal property loan, cquity loan, or line of credit.
16. For the period beginning April 2012 through the present date, Documents relnting to any guaranty or assurance of performance made by Judgment Debtor for any contract, agreements, commercial transactions, loans, financing atrangements, notes, mortgages, third party lender agrements, assignments, and subordination agreements of any kind.
17. For the period beginning April 2012 through the present date, policies of insurance issued in the name of Judgment Debtor and/or under which Judgnent Debtor is a beneficiary, including, but not limited to, policies for life insurance, disability insurance, homeowners insurance, automobile insurance, health insurance, flood insurance, umbrella policies, liability insurance, personal property protection, and corporate director andior officer insurance.
18. For the period beginning April 2012 through the present date, Documents relating to any indebledness that was owed to Judgment Debtor or which is still owed to Judgment Debtor by any person or entity, including, but not limited to, agreements, contracts, Icases, promissory notes, mortgages, bills of salc, persunal guaranties, or judgments.
19. For the period beginning April 2012 through the present date, Documents relating to any indebtedness that was owed by Judgment Debtar or which is still owed by Judgment Debtor to any person or entity, including, but not limited to, agreements, contracts, leases, promissory notes, mortgages, hills of sale, personal guaranties, or judgments.
20. For the period beginning April 2012 through the present date, all audited and unaudited financial statements prepared by or on behalf of Judgment Debtor.
21. For the period beginning April 2012 through the present date, fiuancial affiavits that Judgment Debtor executed at any time for any purpose or reason, including, bul not limited to, submissions in court proceedings or other legal matters, governmental compliance, proveedings, or investigation, or applications for loans or other financing.
22. For the period beginning April 2012 through the present date, Documents relating to total uttomey's fees charged to and/or paid by Judgment Debtor.
23. For the period beginning April 2012 through the present date, Documents relating to monies, gifts, bequests, dispositions, or transfers paid or given to Judgment Debtor
24. For the period beginning April 2012 through the present date, Documents relating to all residential real property lease or mortgage payments, ulility bills, including, but not limited to, cable, telephone, cellular phone, internet, club memberships, credit card statements, and automobile loan or lease payments that were billed to and/or owed by Judgment Deblor
25. For the period beginning April 2012 through the present date, Documents relating to recircment accounts, pension plans, SEP accounts, profit sharing plans and retirement plans in which Judgment Debtor currently holds an interest
26. For the period beginning April 2012 through the present date, Documents relating to all tangible or intangible property or other assets sold, assigned, transferred, or conveycd by Judgment Debtor to any person or entity.
27. Documents relating to any and all trusts of which Judgment Debtor currently is, or has been for the period beginning April 2012 through the present date, or will be in the future, a beneficiary, future beneficiary, settor, or trustec.
28. Documents relating to any and all wills of which Judgment Debtor currently is, or has been for the period beginning April 2012 through the present date, or will be a beneficiary.
29. Documents evidencing any and all other intangible personal, tangible, and/or real property of Judgment Deblor not already identified in the flems set forth above.
30. Documents relating to the current value of any and all property identified in the items set forth above, including, but not limited to, appraisals and tax assessments
31. A written inventory of any and all property identified in the items set forth above, including, but not limited to, intangible, personal, tangible, and real properly, with cach specific ilem of property listed with a description, location, and current fair market value.

# MARQUIS AURBACH COFFING 

Abtisk if mandis

 DNEA Hayby
TERYA.COHTA
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 Jons M. Satco


June 22, 2015
Fia Email redward(anevadufirm.com
F Thomas Edwards, Eisq.
Hollcy, Driggs, Walch, Purey \& Thompson
400 S. Fourth Street, 3rd Floor
Las Vegas, NV 89101

## Re: Far West Industries v. Rio Vista Nevadi, LLC, et all. (A670352) <br> Dur File No 1725-3

## Dear Mr. Edivards:

This correspondence provides documents and notice of Rhonda Mona's objections to the judgment debtor examination and items to be produced in regards to her examination. Indeed, this is a judgment debtor examination - not a deposition. And, Rhonda is not a judgment debtor in this casc. She was a trustee of the Mona Family Trust ("Trust") and the only asset related to the Trust is the Red Arrow residence. As such, the majority of the document requests do not apply to her and/or she does not prossess or control the documents. Below we have idenified each of the requests, the documents provided, and the current objections.

1. For the period beginning April 2012 through the present date, financial documents of Judgment Debtor, including, but not limited to, but not limited to, [sic] statements for checking, savings or other linancial accounts, securities brokerage accounts, cerificates of deposit, shares in banks, savings and loan, thrit, building loan, credit unions, or brokerage houses or cooperative, and records of income, profits from companies, cash on hand, safe deposit boxes, deposits of money with any oher institution or person, cash value of insurance policies, federal and state income tax refunds due or expected, any debt payable to or held by or for Judgment Debtor, checks, dadis, notes, bonds, intercsi bearing instruments, accounts receivable, liquidated and unliquidaicd claims of any nature, or any and all other assels.

## Response:

There are few documents regarding the Trust that are responsive to Request No. 1. The only asset in the Trust is the Red Arrow residence. And, it carries approximately $\$ 2.2$ million in debt. See Tabs $6,12,14$, and 21 .
F. Thomas Edwards, Esq.

June 22, 2015
Page 2
2. For the period beginning April 2012 through the present date, Documents relating to closed financial accounts, including, but not limited to checking, savings or other financial accounts, securitics brokerage accounts, certificates of deposit, shares in banks, savings and loan, thrift, building loan, credit unions, or brokerage houses or cooperative.

## Response:

See Tab 21.
3. Tax retums and all related tax records of Judgment Debtor for tax years 2011, 2012,2013 , and 2014.

## Response:

## See Tab 14.

4. Tax retums and all related tax rccords of Rhonda Mona for tax years 2011, 2012, 2013, and 2014.

## Reyponse:

Rhonda is not a judgment debtor in this case. As a result, her tax returns and tax-related records are not related to the inquiries regarding the judgment. Further, this request calls for tax documents that pre-date the judgment. That said, Mike and Rhonda file joint returns, which are part of Mike's disclosure. See Tab 17.
5. For the period beginning April 2012 through the present date, Documents relating to tax deliciencles of Judgment Debtor.

## Response:

See Tabs 6, 14, and 21 .
6. For the period heginming April 2012 through the present date, Documents relating to cumings andor income, including but not limited to, compensation paid or payable for services performed by Judgment Debior, wages, lips, salaries, commissions, bunuses, sales or transfers of assets, and inierest eamed on financial accounts.

## Response:

See Tabs 14 and 21.
F. Thomas Edwards, Esq.

June 22, 2015
Page 3
7. For the period beginning April 2012 through the present date, Documents relating to prool of Judgment Debtor's employment, including, but not limited to, any and all paystubs, relirement slips, contracts for employment, and consulting agreements.

## Response:

The Trust is not employed. As a result, Rhonda will not providing any documents responsive to this Request.
8. For the period beginning April 2012 through the present date, Documents relatimg to income, passive income, invesment distributions, or other monetary disbursements or distributions Judgment Debtor has received.

## Response:

The Trust, as indicated above, is not employed. That said, see Tabs 14 and 21.
9. For the period beginning April 2012 through the present date, Documents relating to Judgment Debtor's ownership or lease of automobiles, trucks, trailers, and other vehicles, including, but not limited to, Documents relating to vehicle registration, insurance, sales, purchases, or leases.

## Response:

The Trust does not own or lease any automobiles, trucks, trailers and/or other vehicles. As a result, Rhonda will not be providing documents responsive to this Request.
10. For the period beginning April 2012 through the present date, Documents relating to stock and interests in any and all corporations or other business entities, whether privately beld or publically traded, held by Judgment Debtor, including, but not limited to any and all certificales of stock in CamaVEST Corp.

## Response:

The Trust does not hold any stock. That suid, sec Tab 14 .
11. For the period beginning April 2012 through the present date, Documents relating to interests in any and all partnerships, sole proprietorships, joint ventures, corporations, holding companies and limited liability companies held by Judgment Debtor.

## Response:

See Tab 14.
12. Documents relating to any and all real property in which Judgnent Debtor holds an interest or which Judgment Debtor owns, directly or indirectly, including, but not limited to, morggages, deeds, leases, assigmments, subordination agreements, and finance statements.

## Response:

See labs 6 and 23.
13. Documents relating to any and all tangible or intangible property, including, but not limited to, furnishings, furniture, musical instruments, fixtures, hardware, home accessories, electronics, computers, audio-visual devices, appliances, equipment, jewelry, artwork, antiques, and collections, in which Judgment Debtor holds an interest or which Judgment Debtor owns, directly or indirectly, including, but not limited to, bills of sale, sale receipts, purchase agreements, insurance policies, or promissory notes.

## Response:

The Trust dees not hold any interest in any tangible or intangible property, as discussed in the Request. As a result, Rhonda will not be providing any documents responsive to this Request.
14. For the period beginning April 2012 through the present date, Documents relating to all commercial and consumer loans which Judgment Debtor applied for, or which Judgment Debtor guaranteed, that were submitted to any individual, bank, lender, financial institution, finance company, other private entily, public agency or governmental administration.

## Responsc:

The Trust did not apply for any loans and the information for the Red Arrow property will be provided in response to Request No. 12. As a result, Rhonda will not be providing any documents responsive to this Request.
15. For the period begiming April 2012 through the present daic, Documents relating to all monies loaned to Judgment Debtor or tinanced on Judgnent Debtor's behalf, including, but not limited to, any home loan, personal property loan, equity loan, or line of credit.

## Resionse:

No person or entity loaned the Trust any monies and nothing was linanced on behalf of the Trust. As a result, Rhonda will not be providing any documents responsive to this Request.
16. For the period beginning April 2012 through the present date, Documents relating to any guaranty or assurance of perlormance made by Judgment Debtor for any contract,
F. Thomas Edwards, Esq.

June 22, 2015
Page 5
agreements, commercial transactions, loans, financing arrangements, notes, mortgages, third party lender agreements, assignments, and subordination agreenents of any kind.

## Response:

The Trust has not made any guaranties or assurances of performance. As a result, Rhonda will not be providing documents responsive to this Request.
17. For the period beginning April 2012 through the present date, policies of insurance issued in the name of Judgment Debtor and/or under which Judgment Dehtor is a bencticiary, including, but not limited to, policies for life insurance, disability insurance, homeowners insurance, automobile insurance, health insurance, flood insurance, umbrella policies, liability insurance, personal property protection, and corporate director andor officer insurance.

## Response:

There are no policies of insurance issued in the name of the Trust. As a result, Rhonda will not be providing documents responsive to this Request.
18. For the period beginuing April 2012 through the present date, Documents relating to any indebtedness that was owed to Judgment Debtor or which is still owed to Judgment Debtor by any person or entity, including, but not limited to, agreements, contracts, leases, promissory notes, mongages, bills of sale, personal guaranies, or judgments.

## Response:

There is no indebtedness owed to the Trust. As a result, Rhonda will not be providing any documents responsive to this Request.
19. For the period beginning April 2012 through the present date, Documents relating to any indebtedness that was owed by Judgment Debtor or which is still owed by Judgment Deblor to any person or entity, including, but not limited to, agreements, contracls, leases, promissory notes, mongages, bills of sale, personal guaranties, or judgments.

## Response:

The Trust is not the "debtor" on the Red Arrow property. However, the Red Arrow pmperty does hold approximately $\$ 2.2$ million in debl. As a result, Rhonda will not be providing any dacuments responsive to this Request.
20. For the period beginning April 2012 through the present date, all andited and unaudited financial statements prepared by or on behalf of Judgment Deblor.
F. Thomas Edwards, Esq.

Junc 22, 2015
Page 6

## Responsc:

There are no financial statements for the 'Trust. As a result, Rhonda will not be providing any documents responsive to this Request.
21. For the period beginning April 2012 through the present date, financial affidavits that Judgment Debtor exceuted at any time for any purpose or reason, including, but not limited to, submissions in court proceedings or other legal matters, govenmental compliance, proceedings, or investigation, or applications for loans or other financing.

## Response:

There are no financial affidavits related the Trust. As a result, Rhonda will not be providing documents responsive to this Request.
22. For the period beginning April 2012 through the present date, Documents relating to total attomey's fees charged to andior paid by Judgment Debtor.

## Response:

The Trust has not paid any attorney fees. As a result, Rhonda will not be providing any documents responsive to this Request.
23. For the period beginning $\Lambda$ pril 2012 through the present date, Documents relating to monies, gifts, bequests, dispositions, or transfers paid or given to Judgment Debtor.

## Response:

Other than the Red Arroiy property, for which documents were discussed above, there have been no monies, gifls, bequests, dispositions, or transfers related to the Trust. As a result, Rhonda will not be providing documents responsive to this Request.
24. For the period beginning April 2012 through the present date, Documents relating to all residential real property lcase or mortgage payments, utility bills, including, but not limited to, cable, telephone, cellular phone, Internet, club memberships, credit card statements, and automobile loan or lease payments that were billed to and/or owed by Judgment Debtor.

## Responsc:

None of the above were billed to or owad by the Trust. The Red Arrow property is the only asset in the Trust and the Trust is not responsible for payment of the note or the regularly occurting bills on the propenty. That said, see Tabs 6, 21, and 23.
F. Thomas Edwards, Esq.

June 22, 2015
Page 7
25. For the period beginning April 2012 through the present date, Documents relating to retirement accounts, pension plans, SEP accounts, profit sharing plans and retirement plans in which Judgment Debtor curtently holds an interest.

## Response:

The Trust dues not have any retirement accounts, pension plans, profit sharing plans, or SEP accounts or the like associated with it. As a result, Rhonda wili not be providing any documents responsive to this Request.
26. For the period beginning April 2012 through the present date, Documents relating to all tangible or intangible property or other assets sold, assigned, transferred, or conveyed by Judgment Debtor to any person or entity.

## Response:

The Trust has not sold, assigned, transferred, or conveyed any tangible or intangible property. As a result, Rhonda will not be providing any documents responsive to this Request.
27. Documents relating to any and all trusts of which Judgment Debtor currently is, or has been for the period begiming April 2012 through the present date, or will be in the future, a beneficiary, future beneficiary, seulor, or truste.

## Response:

The Trust is not associated with any other trusts. As a result, Rhonda will not be providing any documents responsive to this Request.
28. Documents relating to any and all wills of which Judgment Debtor currently is, or has been for the period beginning April 2012 through the present date, or will be a beneficiary.

## Response:

The Trust does not have any wills associated with it. As a result, Rhonda will not be providing any documents responsive to this Request.
29. Documents evidencing any and all other intangible personal, langible, and/or real property of Judgment Deblor not already identified in the items set forth above.
F. Thomas Edwards, Esq.

June 22, 2015
Page 8

## Response:

There are no additional documents evidencing any property that the Trust possesses, as the only potential asset the Trust possess is the Red Arrow property. Sce Tabs 6, 12, 14, 21 , and 23.
30. Documents relating to the current value of any and all property identified in the items set forth above, including, but not limited to, appraisals and tax assessments.

## Response:

Rhonda does not possess any appraisals for the Red Arow property. However, see Tabs 6 and 23.
31. A written inventory of any and all property identified in the items set forth above, including, but not limited to, intangible, personal, tangible, and real property, with each specific item of property lisied with a description, location, and current fair market value.

## Resipgnse:

Other than the Red Arrow property, there is no "inventory" in the Trust. Further, as indicated, Rhonda does not possess any appraisals for the Red Arrow property. Also, Rhonda is not aware of the fair market value of the Red Arrow property. However, sce Tabs 6 and 23.

Thank you for your time and courlesies. If you have any questions, please let me know.
Sincercly,
MARQUS AURBACH COFFING


Tye S. Hanseen, Esq.

## TSH:nk







Caitill Long-Term Capital Gains and Losses - Assets Held More Than One Year


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MICHAEL J. MQNA JR \& RHONDA H. MONA










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## ALTERNATIVE MINLMUM TAX


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## PART B

PART B


## RHONDA MONA - 06/26/2015

|  | MR. EDWARDS: I think we're making Page 136 |
| :---: | :---: |
| 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 -- |

RHONDA MONA - 06/26/2015


|  | BY MR. EDWARDS: Page 138 |
| :---: | :---: |
| 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 |



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| 1 | LLC? Page 140 |
| :---: | :---: |
| 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 |

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BY MR. EDWARDS:
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Q Somewhere in that time frame?
A Uh-huh.
Q So what did Emerald Suites, LLC, build?
A Daily/weekly units.
Q Okay. And multiple sites, or just one?
A Multiple.
Q How many?
A I don't remember anymore. One on the
Las Vegas strip. I don't remember. Three. I
don't know. Because $I$ can't remember from that time to the time previously, when it was M\&M and it was before bankruptcy.

Q Okay. What happened to the properties?
A Oh, I know. The other one was on
Cameron. I think there were just two Emerald
Suites, one on Cameron and one on Las Vegas Boulevard.

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

A Did we lose them? Did we lose them?
MR. COFFING: I can't answer. I
could help, if it -- but $I$ can't answer.
THE WITNESS: I think we lost them
back to the bank or -- I -- I know I didn't sell

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| 1 you own? Page 159 |  |  |
| :---: | :---: | :---: |
| 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 |  | 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. |



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| 1 | MR. COFFING: That's all right. Page 162 |
| :---: | :---: |
| 2 | BY MR. EDWARDS: |
| 3 | Q Your refrigerator, for example -- |
| 4 | A I have a refrigerator and a dishwasher |
| 5 | and a stove and a microwave. |
| 6 | MR. COFFING: Just calm down. All |
| 7 | right. |
| 8 | THE WITNESS: This is ridiculous. |
| 9 | MR. COFFING: Just calm down. |
| 10 | BY MR. EDWARDS: |
| 11 | Q Who makes your refrigerator? |
| 12 | A Sub-Zero. |
| 13 | Q Okay. Who makes your dishwasher? |
| 14 | A I have no idea. |
| 15 | Q Who makes your washer machine? |
| 16 | A I have no idea. |
| 17 | Q Do you have a washer and dryer? |
| 18 | A I absolutely do have a washer and dryer. |
| 19 | Q Any large household goods like that that |
| 20 | you can think of in your home? |
| 21 | A I have a bed. I have a lot of beds. I |
| 22 | have a couch. |
| 23 | MR. COFFING: Safe to say you have |
|  | the normal household furnishings? |
| 25 | THE WITNESS: I have all of the |

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|  | normal household furnishings and kitchen Page 163 |
| :---: | :---: |
| 2 | appliances. I have dishes and glasses and |
| 3 | silverware. |
| 4 | BY MR. EDWARDS: |
| 5 | Q Is it actual silver? |
| 6 | A No, it's not. |
| 7 | Q Do you have any real silverware? |
| 8 | A No, I do not. |
| 9 | Q You said you have lots of beds. |
| 10 | How many beds do you have in your house? |
| 11 | A I have four beds. |
| 12 | Q Who makes the beds? |
| 13 | MR. COFFING: Come on. Really? Who |
| 14 | makes the beds? I mean, we are getting |
| 15 | ridiculous. |
| 16 | You have normal beds? |
| 17 | MR. EDWARDS: I don't know. I -- I |
| 18 | don't know if she has normal beds, and that's why |
| 19 | I'm asking the questions. |
| 20 | THE WITNESS: I make the beds. |
| 21 | MR. EDWARDS: I'd ask that you not |
| 22 | coach the witness. I appreciate what you're |
| 23 | doing, but -- |
| 24 | MR. COFFING: I'm not, but we're |
| 25 | getting awfully tedious here and bordering on |

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| 1 BY MR. EDWARDS: Page 168 |  |  |
| :---: | :---: | :---: |
| 2 | Q | You have furnishings at your San Diego |
| 3 | condo as | well; right? |
| 4 | A | Yes. |
| 5 | Q | And you own that? |
| 6 | A | No. |
| 7 | Q | The furnishings? |
| 8 | A | Yes. |
| 9 | Q | Okay. Typical furnishings in the condo? |
| 10 | A | Yes. |
| 11 | Q | Bed? Couch? Tables? |
| 12 | A | One table. |
| 13 | Q | Okay. You don't own any farming |
| 14 | equipment? |  |
| 15 | A | No. |
| 16 | Q | Do you own any other type of equipment? |
| 17 | A | No. |
| 18 | Q | Do you own any tools? |
| 19 | A | No. |
| 20 | Q | Do you own any inventory? |
| 21 | A | No. |
| 22 | $Q$ | Do you own a cabin? |
| 23 | A | Do I own a cabin? No. |
| 24 | Q | Do you own any mining equipment? |
| 25 | A | No. |


| 1 | $Q$ | You have already spoken about the two Page 169 |
| :---: | :---: | :---: |
| 2 | vehicles | you own, one being the Mercedes and the |
| 3 | other bei | ng 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. |

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| 1 | Q | Okay. And what kind of gun do you own? |  |
| :---: | :---: | :---: | :---: |
| 2 | A | A lady Smith \& Wesson. |  |
| 3 | Q | Okay. Do you have a concealed weapons |  |
| 4 | permit? |  |  |
| 5 | A | No. |  |
| 6 | Q | Where do you store that gun? |  |
| 7 | A | Not telling. |  |
| 8 | Q | Well, do you store it in Las Vegas or -- |  |
| 9 | A | Las Vegas. |  |
| 10 | Q | Okay. And what about your husband's |  |
| 11 | firearms? |  |  |
| 12 | A | They're for show. They're just up on |  |
| 13 | the wall. |  |  |
| 14 | 9 | Okay. And what kind of guns are they? |  |
| 15 | A | Some old things. I don't know. He |  |
| 16 | doesn't sh | hoot them. |  |
| 17 | Q | Okay. They're more collectors than they |  |
| 18 | are -- |  |  |
| 19 | A | They're not collectors. They're just |  |
| 20 | rifles. A | A friends of his died and let them to |  |
| 21 | him. |  |  |
| 22 | Q | And you think there's about three of |  |
| 23 | them? |  |  |
| 24 | A | Uh-huh. |  |
| 25 | Q | You have a landlord in San Diego; |  |



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                                    Page 174
    Q Do you hold any licenses or permits?
    A No.
    Q Do you know if your husband does?
    A No idea.
    Q Okay. Do you hold any warehouse
receipts?
A No.
Q And I need to read the definition of a warehouse receipt. It's a document that provides proof of ownership of commodities, like bars of copper or bars of gold --
A No.
Q -- that are stored in a warehouse, vault, depository for safekeeping.
A No. All of these ways I could have had money, and I don't.
Q You said you don't have any safe-deposit boxes; right?
A No.
\(21 \quad \mathrm{Q}\) Do you use any private vault services?
22 A No.
A No.
Q Do you hold any licenses or permits?
A No.
Q Do you know if your husband does?
A No idea.
Q Okay. Do you hold any warehouse
Q Do you know if your husband does?
A No idea.
Q What is the Kisha Spendthrift Trust?
```

23


## RHONDA MONA - 06/26/2015




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 no.

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

A Yeah, absolutely.
Q And on the second page, you recognize your signature?

A Uh-huh, yes.
Q But you have no recollection of signing

A No.
Q No recollection of reading this?
A I have no recollection of reading this,

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

A Yes, all the time.
Q Okay. Have you received any money from Adam Curtis?

A Me personally? No.
Q Do you know if your family has?
A I have no idea.
Q What is Fit Athletic Club, San Diego?
A It's my gym.
Q I notice on the credit cards, there's
non -- nonregular but substantial charges on the credit card to Fit Athletic Club, San Diego.

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

A No, just membership.
Q Okay. Let's take a look, then.
(Exhibit No. 11 was marked.)
BY MR. EDWARDS:
Q Showing you what's been marked as Exhibit 11, just a series of CapitalOne credit card statements to Fit Athletic Club, San Diego. And again, $I$ couldn't find a pattern that would suggest membership dues.

So what are these charges for?
A Well, like the $\$ 11$ stuff, they're waters, energy drinks, juices.

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

A To Fit Athletic?
Q Yes.
A Okay. So what's the question?
Q The question is, what are you paying for?

A I would assume that's for a trainer.


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| 1 | Do you own any interest in Fit Athletic |
| :---: | :---: |
| 2 | Club, San Diego? |
| 3 | A No, I do not. |
| 4 | Q Now, this Capital -- these Capitalone |
| 5 | statements, is this the Visa? |
| 6 | A This one that you just showed me? |
| 7 | Q Yeah. |
| 8 | A No. This is my husband's card. My name |
| 9 | is on it, but I never use that card. I don't have |
| 10 | one of those cards. |
| 11 | Q So you're not familiar with any of the |
| 12 | charges he would have made? |
| 13 | A No. I mean, you can show them to me |
| 14 | and -- no, I don't use the Capital One card. |
| 15 | (Exhibit No. 12 was marked.) |
| 16 | BY MR. EDWARDS: |
| 17 | Q I'm showing you what's been marked as |
| 18 | Exhibit 12. It's a series of documents. Take |
| 19 | your time to review it. My question is going to |
| 20 | be, do you recognize these documents? |
| 21 | A No, I do not. Wait. |
| 22 | MR. COFFING: Just take a look. The |
|  | question is, do you recognize it? |
| 24 | Is that what your question is? |
| 25 | MR. EDWARDS: Correct. |

$$
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\text { www.litigationservices.com }
\end{gathered}
$$

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| 1 | MR. Coffing: Just take a look Page 183 |
| :---: | :---: |
| 2 | through the whole thing and -- just take a look |
| 3 | through the whole thing, and then he will ask you |
| 4 | some questions. |
| 5 | THE WITNESS: Okay. Go ahead. |
| 6 | BY MR. EDWARDS: |
| 7 | Q Okay. Do you recognize these documents? |
| 8 | A I do not. |
| 9 | Q Okay. Do you see your signatures on |
| 10 | some of these pages? |
| 11 | A I do, yeah. |
| 12 | Q Okay. But you have a recollection of |
| 13 | actually signing these documents? |
| 14 | A I recognize my signature. |
| 15 | Q But you have no recollection of signing |
| 16 | these documents? |
| 17 | A I do not. |
| 18 | Q So I take it you don't have any |
| 19 | understanding of what these documents mean or why |
| 20 | you signed them? |
| 21 | A Correct. |
| 22 | Q This is just another example of you |
| 23 | signing something without reading it? |
| 24 | A Correct. |
| 25 | Q Okay. On page -- looking at the bottom |

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| 1 | right-hand corner, 1154 of Exhibit 12, do you Page 184 |
| :---: | :---: |
| 2 | recognize your signature? |
| 3 | A I do. |
| 4 | Q Okay. The last line above the tax ID |
| 5 | number it says "Please transfer 95 percent |
| 6 | ownership to Michael J. Mona, Jr., and Rhonda H. |
| 7 | Mona, cotrustees for the Mona Family Trust, dated |
| 8 | February 21, 2002." |
| 9 | Do you see that? |
| 10 | A I do. |
| 11 | Q Do you have any idea what's being |
| 12 | transferred to the trust? |
| 13 | A Not a clue. |
| 14 | Q Do you have any idea why it's being |
| 15 | transferred to the trust? |
| 16 | A I do not. |
| 17 | Q Do you know who owns the remaining |
| 18 | 5 percent? |
| 19 | A I don't even know what it's 5 percent of |
| 20 | or 95 percent of. |
| 21 | Q Okay. Have you ever heard of Emerald |
| 22 | Suites Cameron, LLC? |
| 23 | A Yes. |
| 24 | Q What's Emerald Suites Cameron, LLC? |
| 25 | A It was the second building that we lost. |




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| 1 | CERTIFICATE OF COURT REPORTER | Page 188 |
| :---: | :---: | :---: |
| 2 | STATE OF NEVADA ) |  |
|  | ) $\mathrm{ss}=$ |  |
| 3 | COUNTY OF CLARK ) |  |
| 4 | I, Heidi K. Konsten, Certified Court Reporter |  |
| 5 | licensed by the state of Nevada, do hereby certify |  |
| 6 | that I reported the deposition of RHONDA MONA, |  |
| 7 | commencing on June 26, 2015, at 10:31 a.m. |  |
| 8 | Prior to being deposed, the witness was duly |  |
| 9 | sworn by me to testify to the truth. I thereafter |  |
| 10 | transcribed my said stenographic notes via |  |
| 11 | computer-aided transcription into written form, |  |
| 12 | and that the transcript is a complete, true and |  |
| 13 | accurate transcription and that a request was made |  |
| 14 | for a review of the transcript. |  |
| 15 | I further certify that $I$ am not a relative, |  |
| 16 | employee or independent contractor of counsel or |  |
| 17 | any party involved in the proceeding, nor a person |  |
| 18 | financially interested in the proceeding, nor do I |  |
|  | have any other relationship that may reasonably |  |
|  | cause my impartiality to be questioned. |  |
| 21 | IN WITNESS WHEREOF, I have set my hand in my |  |
|  | office in the County of Clark, State of Nevada, |  |
|  | this July 7, 2015. |  |
| 24 | Heeduk korltem |  |
| 25 | Heidi K. Konsten, RPR, CCR No. 845 |  |

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| 1 | DEPOSITION ERRATA SHEET Page 189 |
| :---: | :---: |
| 2 |  |
| 3 | Assignment No. 252983 |
| 4 | Case Caption Far West, |
| 5 | vs. |
| 6 | Rio Vista Nevada, et al. |
| 7 |  |
| 8 |  |
| 9 |  |
| 10 | DECLARATION UNDER PENALTY OF PERJURY |
| 11 |  |
| 12 | I declare under penalty of perjury that $I$ |
|  | have read the entire transcript of my deposition |
| 14 | taken in the above-captioned matter or the same has |
|  | been read to me, and the same is true, accurate, |
| 16 | save and except for changes and/or corrections, if |
| 17 | any, as indicated by me on the DEPOSITION ERRATA |
| 18 | SHEET hereof, with the understanding that $I$ offer |
|  | these changes as if still under oath. |
| 20 | Signed this $\qquad$ day of $\qquad$ |
| 21 | 2015, at |
| 22 |  |
| 23 |  |
| 24 | RHONDA MONA |
| 25 |  |

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## PART A

## PART A



```
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```
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```

| 1 | (Whereupon, a recess was taken.) Page 70 |
| :---: | :---: |
| 2 | BY MR. EDWARDS: |
| 3 | Q On the break, did you speak with your |
| 4 | attorney? |
| 5 | A Yes. |
| 6 | Q About what? |
| 7 | A I don't need to answer that, do I? |
| 8 | MR. COFFING: Yeah, you can talk -- |
| 9 | you can say we talked generally about your |
| 10 | testimony. |
| 11 | THE WITNESS: There you go. |
| 12 | BY MR. EDWARDS: |
| 13 | Q Okay. What do you recall discussing? |
| 14 | MR. COFFING: Well, we're not going |
| 15 | to get into specifics. |
| 16 | THE WITNESS: Isn't that |
| 17 | attorney-client privilege? |
| 18 | MR. COFFING: Yeah, hang on. There's |
| 19 | a case out there now that is subject to some |
| 20 | interpretation, but I'll instruct her not to |
| 21 | answer. |
| 22 | BY MR. EDWARDS: |
| 23 | Q Okay. Does your husband owe you any |
| 24 | money? |
| 25 | A I don't know. |


| 1 | Q You don't think -- I mean, are you aware 71 |
| :---: | :---: |
| 2 | of him owing you any money? |
| 3 | A I always feel like he owes me money. I |
| 4 | don't know. |
| 5 | Q Okay. Has your -- do you know if your |
| 6 | husband has ever owed you money in the past? |
| 7 | A Over 32 years? I'm sure he has. I |
| 8 | don't -- I don't know. |
| 9 | Q You know, like 20 bucks here or there |
| 10 | because he borrowed it from your wallet, or are we |
| 11 | talking about something more substantial? |
| 12 | A I don't know. |
| 13 | Q You don't recall any circumstance where |
| 14 | your husband owed you money? I'm sorry? One more |
| 15 | time? |
| 16 | A Doesn't he owe me half of everything? |
| 17 | Isn't it community property? |
| 18 | Q That's a fair statement. |
| 19 | So aside from community property -- |
| 20 | A I don't think he's ever owed me money. |
| 21 | I don't know. To the best of my knowledge, no. |
| 22 | Q Okay. |
| 23 | A I don't know. |
| 24 | MR. COFFING: That's fine. |
| 25 |  |

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|  | MR. EDWARDS: Yeah, I would like to Page 74 |
| :---: | :---: |
| 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? |



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you pay a monthly amount to pay down the debt.
A No.
Q So these are simply the monthly recurring bills? You're not paying off any debt? You're not making investments out of the Bank of Nevada account?

A Correct.
Q If you could turn to page seven of Exhibit 7, under No. 25, it says "The trust does not have any retirement accounts, pension plans, profit-sharing plans, or SEP accounts or the like associated with it."

Do you see that?
A Yes.
Q Do you personally have any retirement accounts, pension plans, profit-sharing plans, or other similar accounts?

A No.
Q Do you know if your husband does?
A I have no idea.
Q Do you have plans for retirement?
A I'm retired.
Q Do you have plans on how to fund your retirement?

A No.

| 1 | Q Next response down, No. 26 , it says "The 81 |
| :---: | :---: |
| 2 | trust has not sold, assigned, transferred, or |
| 3 | conveyed any tangible or intangible property." |
| 4 | Do you see that? |
| 5 | A Uh-huh, yes. |
| 6 | Q To the best of your knowledge, is that |
| 7 | an accurate statement? |
| 8 | A To the best of my knowledge, yes. |
| 9 | Q Okay. But you're not sure one way or |
| 10 | the other? |
| 11 | A I don't even know if I understand the |
| 12 | question. Wait, the trust has not sold, |
| 13 | assigned -- best of my knowledge, that's correct. |
| 14 | Q No. 27, the response to that says "The |
| 15 | trust is not associated with any other trust." |
| 16 | A Correct. |
| 17 | Q Do you see that? Is that an accurate |
| 18 | statement? |
| 19 | A Yes. To the best of my knowledge, yes. |
| 20 | Q Okay. Do you have an association with |
| 21 | any other trust? |
| 22 | A No. |
| 23 | Q Do you know if your husband has an |
| 24 | association with any other trust? |
| 25 | A I have no idea what my husband has an |

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\end{gathered}
$$

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```
association with.
Q Do you know if your children have an association with any other trust?
A I don't know. Yes, my children have a trust.
Q Okay. What's the name of that trust?
A Mik-Nik or Nik-Mik, one of those. MR. COFFING: \(\quad \mathrm{M}-\mathrm{I}-\mathrm{K}-\mathrm{N}-\mathrm{I}-\mathrm{K}\). MR. EDWARDS: With a dash in between. BY MR. EDWARDS:
```

Q What's the purpose of the Mik-Nik trust?
A I honestly don't know what's in there or what it pays. I don't have any association with it.

Q You don't have any interest in that trust?

A What do you mean by "interest"? I care about my children, but $I$ have never had anything to do with it.

Q Okay. Are you a trustee of that trust?
A I don't know.
Q Are you a beneficiary of that trust?
A I don't think so.
Q You have no idea what assets may be in
that trust?

```
A I have no idea.
    Q Who would know?
    A My husband.
    Q Okay. Anybody else?
    A Possibly my son. Probably my son.
    Q Would your daughter know what was in the
trust?
    A I don't think so, no.
    Q Anybody else that you can think of that
would know what's inside of that trust?
A No.
Q And I take it your son and your husband would also know the details associated with how that trust was formed and why?
MR. COFFING: To the extent it calls for speculation as to what they know, I would interpose an objection, but -- she doesn't know. THE WITNESS: What was the question? BY MR. EDWARDS:
Q The people that would know why the trust was formed would be your husband and your son; correct?
A My husband would know. MR. COFFING: Some attorney probably drafted it, but --
```

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| 1 | THE WITNESS: Right. Page 84 |
| :---: | :---: |
| 2 | BY MR. EDWARDS : |
| 3 | Q And in preparation for this judgment |
| 4 | debtor exam, did you do anything to prepare? |
| 5 | A No. |
| 6 | Q Did you meet with your -- |
| 7 | MR. COFFING: You met with counsel. |
| 8 | THE WITNESS: Well, yeah, I met with |
| 9 | counsel |
| 10 | MR. COFFING: She obviously doesn't |
| 11 | remember much of it, but -- |
| 12 | THE WITNESS: I'm sorry. |
| 13 | MR. COFFING: That's all right. |
| 14 | BY MR. EDWARDS: |
| 15 | Q Did you review any materials in |
| 16 | preparation for the judgment debtor examination? |
| 17 | MR. COFFING: Tell him, yeah. |
| 18 | THE WITNESS: Well, yes. |
| 19 | BY MR. EDWARDS: |
| 20 | Q Okay. What did you review? |
| 21 | A What did I review? That's how good my |
| 22 | memory is. |
| 23 | MR. COFFING: I'm just going to show |
| 24 | her, because -- |
| 25 | THE WITNESS: Yeah, (indicating) |



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| 1 | A At 2793 Red Arrow. Page 86 |  |
| :---: | :---: | :---: |
| 2 | Q | Do you have any other addresses? |
| 3 | A | Well, yes. I -- I live somewhat in San |
| 4 | Diego. |  |
| 5 | Q | Okay. What address do you live in San |
| 6 | Diego? |  |
| 7 | A | 877 Island Avenue. |
| 8 | Q | And in what unit number? |
| 9 | A | 1101. |
| 10 | Q | So that's different than your son's |
| 11 | unit? |  |
| 12 | A | Correct. |
| 13 | Q | But the same building? |
| 14 | A | Correct. |
| 15 | Q | Do you rent or own the property here in |
| 16 | Las Vegas? |  |
| 17 | A | Well, the trust owns the one here in |
| 18 | Las Vegas. |  |
| 19 | Q | Okay. What about the property in San |
| 20 | Diego? |  |
| 21 | A | It's rented. |
| 22 | Q | Rented. |
| 23 |  | Rented from whom? |
| 24 | A | I don't know. |
| 25 | Q | Do you pay rent? |



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calls, is what I'm saying.
```

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MR. EDWARDS: How about I will advise my client not to call the phone numbers.

MR. COFFING: Fair enough.
MR. EDWARDS: Is that fine?
MR. COFFING: Yeah, that's fine.
BY MR. EDWARDS:
Q And are you married; correct?
A Correct.
Q To whom?
A Michael Mona.
Q Junior; right?
A Junior.
Q And you've been married for 32 years?
A Correct.
Q What's your spouse's occupation?
A He is CEO of CannaVest.
Q Does he do anything else for a living?
A No.
Q Is he the CEO of CannaVest full time?
A Yes.
Q When did he -- when was CannaVest his
full-time employer?
A A few years ago.
Q Can you give me an estimate?

```
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| 1 | MR. COFFING: No, that's all right, Page 89 |
| :---: | :---: |
| 2 | if you know -- |
| 3 | THE WITNESS: Three -- I know about |
| 4 | three years ago. |
| 5 | BY MR. EDWARDS: |
| 6 | Q And before that, what was your husband's |
| 7 | occupation? |
| 8 | A He was a -- what do you call that when |
| 9 | you -- MJM -- MJ\&A, whatever it's called, yeah. |
| 10 | Q And what was he doing with MJ\&A? |
| 11 | A He was, you know, giving them advice and |
| 12 | stuff. |
| 13 | Q Consulting? |
| 14 | A Thank you. That's the word. |
| 15 | Q Where is your husband currently |
| 16 | employed? I mean -- |
| 17 | A Employed? |
| 18 | Q I'm talking about locally, actually. I |
| 19 | know he's employed at CannaVest, but where? Here |
| 20 | in Las Vegas? |
| 21 | A Oh, here in Las Vegas. |
| 22 | Q Does he spend most of his time here in |
| 23 | Las Vegas? |
| 24 | A It's split. |
| 25 | Q Split between where? |



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## RHONDA MONA - 06/26/2015

```
Diego.
THE WITNESS: She rents, she doesn't Own, and it's none of anyone's business where my daughter lives. BY MR. EDWARDS:
```

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

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

Q Okay. Is your son employed?
A Yes.
Q What does he do for work?
A He works at CannaVest.
Q What does he do for them?
A I think his job title is head of product development, but I -- I'm not positive.

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

A I don't know.
Q Have you ever spoken to him about it?
A Yeah, he tells me little things here and there, but I don't -- I don't get involved in the business.



```
    Okay.
    A So I don't know.
        MR. COFFING: You missed an employer.
    I want you to be accurate. You --
    THE WITNESS: No, I really don't have
    an employer. I'm getting too complicated.
    MR. COFFING: He asked if you ever
    had an employer.
    THE WITNESS: Ever? School district
    years ago.
                            MR. COFFING: There you go, that's
    what I wanted to get at.
    BY MR. EDWARDS:
```

    Q Okay. And when were you employed by the
    school district?
    A Thirty years ago. Twenty-nine years
    ago.
    Q Okay. When did you stop being employed
    by the school district?
    A When my son was born.
    Q So roughly 29 years ago?
    A Twenty-nine years ago.
                MR. COFFING: I just want to make
    sure. Day school, tell him --
                        THE WITNESS: Yeah. Yeah.
    


```
A I don't even know.
Q And what does that money represent?
A It's just money that I can spend on whatever.
Q Okay. I don't want to -- put a negative term on it, but it almost sounds like it's an allowance.
A That's correct.
Q Not necessarily because you did work, but because you need spending money.
A Right. Yeah. Correct.
Q Is there anything else to that?
A No, that's fine.
Q I'm not here to mischaracterize. I want to hear your story, so --
MR. COFFING: Nothing. I was going to make a snide comment, but ...
BY MR. EDWARDS:
Q And the money from the Bank of Nevada account, I thought that was funded by your --
A It is.
Q -- money market account at the Bank of
George.
A It is.
Q And it has other sources of funds as
```


## well: right?

Page 99

A Say that again.
Q The Bank of Nevada checking account has other sources of funds as well?

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

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

A Correct.
Q -- why does that make sense?
A Well, it makes sense to me because it's what I'm allowed to spend, what I give myself to spend versus what I'm spending on my house bills.

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

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

Q Okay. From which account?

| 1 | A From the money market account. You're Page 100 |
| :---: | :---: |
| 2 | not supposed to transfer money. It's not supposed |
| 3 | to be used as a checking account. |
| 4 | Q Okay. So you make larger withdrawals |
| 5 | from the Bank of George money market account into |
| 6 | the Bank of Nevada account? |
| 7 | A Correct. |
| 8 | Q And then you make monthly payments to |
| 9 | Yourself from the Bank of Nevada account into -- |
| 10 | A Correct. |
| 11 | Q -- the Bank of George checking account? |
| 12 | A Correct. Because the Bank of George |
| 13 | checking account is mine to do what I want with, |
| 14 | and the Bank of Nevada is only use to pay house |
| 15 | bills. |
| 16 | Q Okay. And you are solely responsible -- |
| 17 | your funds are solely responsible for paying the |
| 18 | house bills? |
| 19 | A Correct |
| 20 | Q Your husband does not contribute to |
| 21 | paying the house bills? |
| 22 | A No. |
| 23 | Q How long have you been writing yourself |
| 24 | the check, the $\$ 2,600$ a month? |
| 25 | A About four years. |



| 1 | Q | Do you receive any bonuses? Page 102 |
| :---: | :---: | :---: |
| 2 | A | No. |
| 3 | Q | Do you travel often? |
| 4 | A | Sometimes. |
| 5 | Q | Okay. It sounds like you travel semi |
| 6 | regularly | to San Diego. |
| 7 | A | Oh, yeah. |
| 8 | Q | What about overseas? |
| 9 | A | I haven't been overseas in years, since |
| 10 | my daughte | er was in Italy for school. |
| 11 | Q | And can we put a time frame on that? |
| 12 | Your daugh | hter was in school in Italy? |
| 13 | A | Uh-huh. |
| 14 | Q | Okay. When was that? |
| 15 | A | Five years ago, maybe. |
| 16 | Q | And since that time in Italy, you've |
| 17 | never been | overseas? |
| 18 | A | I don't believe so. |
| 19 | Q | Okay. Did you ever sign any legal |
| 20 | documents | while you were in Italy? |
| 21 | A | I don't believe so. |
| 22 | Q | Did you open any bank accounts in Italy? |
| 23 | A | No. |
| 24 | Q | Did you sign any signature cards in |
| 25 | Italy? |  |




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RHONDA MONA - 06/26/2015
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| 1 | Page 108 |  |  |
| :---: | :---: | :---: | :---: |
| 2 | Q | Another way to word that is, does |  |
| 3 | somebody | owe you money? |  |
| 4 | A | To the best of my knowledge, no. |  |
| 5 |  | MR. COFFING: The Super Bowl ticket |  |
| 6 | guy owes | you money. |  |
| 7 |  | THE WITNESS: Yeah, but I'm not going | ing |
| 8 | to get that | t. |  |
| 9 |  | MR. COFFING: I'm sorry. I shouldn't | dn't |
| 10 | interject | but -- and we covered that already. |  |
| 11 |  | THE WITNESS: Yeah. He owes it to |  |
| 12 | me, but I | probably wouldn't get that. I don't |  |
| 13 | know. |  |  |
| 14 | BY MR. EDW | NARDS : |  |
| 15 | Q | Do you know if that's part of his |  |
| 16 | sentence, | he has to pay that money back to you? |  |
| 17 | A | It's not part of it, no. |  |
| 18 | Q | How long is he away for, in prison? |  |
| 19 | A | He actually just got out. He only got a | t a |
| 20 | year. |  |  |
| 21 | Q | And to your knowledge, is he still in |  |
| 22 | New York? |  |  |
| 23 | A | Yes. |  |
| 24 | Q | Do you have any hope he's going to pay |  |
| 25 | you back? |  |  |




```
    Q Who is that?
    A It was a business partner of my
    husband's or is a business partner, I don't know.
    Investor. Or I don't know if I'm using the right
    words.
    Q You've met him before?
    A Yes, I have.
    Q Are you still friendly with him?
    A I haven't seen him in a year, but yes.
I mean ...
    Q What business dealings are you aware of
    Mr. Sifen taking part in?
    A I'm pretty sure he's an investor in
CannaVest.
    Q Okay. Any other business dealings?
    A I don't know.
    Q And why do you think he's an investor in
CannaVest?
    A Because I've heard them talk about it.
    Q You've heard Mr. Sifen talk about it?
    A Uh-huh.
    Q Okay. Do you know, does he own his
interest in Cannavest directly or through some
entity?
    A I have no idea.
```

| 1 | Q Are you aware of any liens against you?Page 112 |
| :---: | :---: |
| 2 | A I don't know. |
| 3 | Q Are you aware of other pending legal |
| 4 | actions against you? |
| 5 | A I don't know. Well, am I aware of it? |
| 6 | I don't think so, but I don't know. |
| 7 | MR. COFFING: That's just her. |
| 8 | THE WITNESS: Yeah, me. |
| 9 | BY MR. EDWARDS: |
| 10 | Q I'm asking you in the broader sense. |
| 11 | A Well, I just told you that I'm aware |
| 12 | that my husband is involved in another lawsuit. |
| 13 | Q Okay. The other dispute, do you have |
| 14 | any idea where they are in the proceeding? Are |
| 15 | they still fighting about it? |
| 16 | A Yes. |
| 17 | Q There's not a judgment that's been |
| 18 | entered in that case, as far as you know? |
| 19 | A I don't know. I really don't know. |
| 20 | Q Okay. So other than that case, are you |
| 21 | aware of any other cases against you or your |
| 22 | husband or the trust? |
| 23 | A I don't know of any. |
| 24 | Q Okay. Do you know if you have any tax |
| 25 | debts? |

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records.
```

BY MR. EDWARDS:

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

A No.
Q Are you aware of any other debts, other than the mortgage, on the Red Arrow property?

A I'm not aware of other debts.
Q And I guess we have to include ourselves in that. We have a - the debt to us, as well.

A Yeah, I guess.
Q So other than our judgment and the mortgage, are you aware of any other debts owed by you --

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

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

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

A And the answer would be $I$ don't know.
Q Okay. Presumably you would know if you


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RHONDA MONA - 06/26/2015
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| 1 | Can you help me break that down? Give 117 |
| :---: | :---: |
| 2 | me estimates of how you arrive at that 20,000 |
| 3 | figure. |
| 4 | What's the largest bill you pay on a |
| 5 | monthly basis? |
| 6 | A Well, the largest utility bill would be |
| 7 | power. |
| 8 | Q Okay. And roughly what's your power |
| 9 | bill? I know during the summer it's going to |
| 10 | be -- |
| 11 | A 1200. Oh, summer, way more. |
| 12 | Q Yeah? |
| 13 | A Yeah. |
| 14 | Q What other bills get you to the \$20,000 |
| 15 | figure? |
| 16 | A Well, my credit card bill is in there, |
| 17 | so |
| 18 | Q Okay. Where do you have a -- or with |
| 19 | whom do you have a credit card bill? |
| 20 | A It's a Visa. |
| 21 | Q Okay. Do you know -- usually the credit |
| 22 | card is associated with a particular bank. |
| 23 | A Chase. |
| 24 | Q Chase. Okay. |
| 25 | Is that your only credit card? |





[^1]Q And how do you pay off the Mastercard?
A My Bank of George checking account.
Q Okay. Because that's your personal

```
money that you spend?
```

A Exactly.
Q Okay. You don't handle the mortgage;

```
correct?
```

A No.
Q You also don't handle paying rent on the property in San Diego?

A No.
Q Do you receive any payments for rentals
13 of properties?
A No.
Q Do you handle any car payments?
A No.
Q You don't think there's a car payment on the Jaguar; right?

A I don't believe so.
Q And your husband owns a car as well;
21 right?


## RHONDA MONA - 06/26/2015



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RHONDA MONA - 06/26/2015
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RHONDA MONA - 06/26/2015
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|  | know, every six months? Page 127 |
| :---: | :---: |
| 2 | A No, but I help support my daughter. She |
| 3 | doesn't have an income, so I take her shopping |
| 4 | and, you know, things like that. |
| 5 | Q Okay. Do you, you know, send her money |
| 6 | for spending money? |
| 7 | A I don't, no. |
| 8 | Q Okay. Do you know if somebody sends her |
| 9 | money for spending money? |
| 10 | A Somebody gives her spending money. |
| 11 | Q But you don't know where or how that's |
| 12 | paid? |
| 13 | A No. |
| 14 | Q Do you know if your son receives any |
| 15 | help for living expenses? |
| 16 | A I don't know. |
| 17 | Q Do you know how much your son gets paid |
| 18 | from CannaVest? |
| 19 | A That is very funny. He's 29 years old. |
| 20 | He's not going to tell me anything like that. |
| 21 | He's a grown man. I don't get involved in that |
| 22 | kind of stuff with him. |
| 23 | Q Do you have any payments to support your |
| 24 | parents? |
| 25 | A Yes. |




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RHONDA MONA - 06/26/2015
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A No.
Page 132

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

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

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

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

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

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

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

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

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

A No.

## RHONDA MONA - 06/26/2015

| 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? |  |  |



## IN THE SUPREME COURT OF THE STATE OF NEVADA

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

Petitioners, v .

THE EIGHTH JUDCIAL 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.

## SUPREME COURT NO. 68434

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

## SUPPLEMENTAL APPENDIX TO REAL PARTY IN INTEREST'S

 ANSWERING BRIEFVolume 2 of 4
Pages 0980-0997
F. THOMAS EDWARDS, ESQ.

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| 1 | DISTRICT COURT |
| :---: | :---: |
| 2 | CLARK COUNTY, NEVADA |
| 3 | * * * * * * |
| 4 |  |
| 5 | FAR WEST INDUSTRIES, a California corporation, |
| 6 |  |
| 7 | Plaintiff, <br> Case No. A-12-670352-F <br> vs. <br> Dept. No. XV |
| 8 | RIO VISTA NEVADA, LLC, a |
| 9 | Nevada limited liability company; WORLD DEVELOPMENT, |
| 10 | INC., a California corporation; BRUCE MAIZE, an |
| 11 | individual; MICHAEL J. MONA, JR., an individual; DOES 1 |
| 12 | through 100, inclusive, |
| 13 | Defendants. |
| 14 | , |
| 15 |  |
| 16 | DEPOSITION OF |
| 17 | RHONDA MONA |
| 18 | Las Vegas, Nevada |
| 19 | June 26, 2015 |
| 20 | 10:31 a.m. |
| 21 |  |
| 22 |  |
| 23 24 | Reported by: Heidi K. Konsten, RPR, CCR Nevada CCR No. 845 - NCRA RPR No. 816435 JOB NO. 252983 |
| 25 |  |

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| 1 | Deposition of RHONDA MONA, Volume 1, | Page 2 |
| :---: | :---: | :---: |
| 2 | taken at 400 South Fourth Street, 3rd Floor, Las |  |
| 3 | Vegas, Nevada, on June 26, 2015, at 10:31 a.m., |  |
| 4 | before Heidi K. Konsten, Certified Court Reporter |  |
| 5 | in and for the State of Nevada. |  |
| 6 |  |  |
| 7 | APPEARANCES OF COUNSEL |  |
| 8 | For the Plaintiff: |  |
| 9 | F. THOMAS EDWARDS, ESQ. ANDREA M. GANDARA, ESQ. |  |
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| 13 | (702) 791-0306 Fax tedwards@nevadafirm.com |  |
| 14 |  |  |
| 15 | For the Defendants: |  |
|  | TERRY A. COFFING, ESQ. |  |
| 16 | Marquis Aurbach Coffing 10001 Park Run Drive |  |
| 17 | Las Vegas, Nevada 89145 (702) 382-0711 |  |
| 18 | (702) 382-5816 Fax |  |
| 19 | * * * * * * |  |
| 20 |  |  |
| 21 |  |  |
| 22 |  |  |
| 23 |  |  |
| 24 |  |  |
| 25 |  |  |

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                    RHONDA MONA - 06/26/2015
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RHONDA MONA - 06/26/2015

| 1 | DEPOSITION OF RHONDA MONA Page 5 |
| :---: | :---: |
| 2 | June 26, 2015 |
| 3 | * * * * * * |
| 4 |  |
| 5 | MR. COFFING: Judge, Terry Coffing. |
| 6 | How are you? |
| 7 | JUDGE HARDESTY: Good. How are you? |
| 8 | MR. COFFING: I'm well. |
| 9 | MR. EDWARDS : And Tom Edwards, |
| 10 | Your Honor, on behalf of Far West. |
| 11 | MR. COFFING: Terry Coffing on behalf |
| 12 | of Rhonda Mona. |
| 13 | MR. EDWARDS: So, Your Honor, you |
| 14 | heard from us a few weeks ago as it related to a |
| 15 | protective order for Mr. Mona. The judgment |
|  | debtor exam of Mrs. Mona was not in front of you. |
| 17 | But the parties were able to work out a time and |
| 18 | place, so that's why we're here today. |
| 19 | But we've run into a roadblock up |
| 20 | front as to the scope of the judgment debtor |
| 21 | examination. We identified -- the judgment |
| 22 | debtors in this case are Mr. Mona individually and |
| 23 | the Mona Family Trust. The trustees of the Mona |
| 24 | Family Trust include Mr. Mona and Mrs. Mona. So |
| 25 | it would be -- we noticed the judgment debtor exam |

of Mrs. Mona on that basis.
However, the order in and of itself was not that narrow. It said that Mrs. Mona would be examined under oath concerning any property which may be used to satisfy our judgment. Also, we feel there's substantial law in Nevada and elsewhere that says a judgment debtor examination is extraordinarily broad, and much more broad than a regular discovery deposition.

We equate this dispute today to sort of a $30(\mathrm{~b})(6)$ deposition dispute. For example, if you identify the topics for a particular corporation, that corporation will produce a witness to testify about those topics, the question being can the questioner ask questions beyond those topics.

And the courts have addressed that issue and said, yes, they absolutely can. The only bounds to the questions is relevance or whether it will lead to the discovery of admissible evidence.

So despite the fact that Mrs. Mona is here today on behalf of the trust, our questions don't need to be limited to the trust and, for example, can go into community property, which

| 1 | would be subject to execution under our judgment. Page |
| :---: | :---: |
| 2 | MR. Coffing: Well, I will -- I will |
| 3 | disagree about some of that, Your Honor. This is |
| 4 | Terry Coffing. |
| 5 | Your Honor, I'm looking at the order |
| 6 | and notice and the order for the examination of |
| 7 | Rhonda Mona as trustee of Judgment Debtor Mona |
| 8 | Family Trust. That is how she's appearing today. |
| 9 | She is a former trustee, but we're going to |
| 10 | bring -- we brought her anyways, because she was a |
| 11 | trustee at the time the judgment was entered. |
| 12 | This trust has one asset. It's an |
| 13 | asset that is well-known to the debtors -- or, I'm |
| 14 | sorry, the judgment creditor, and it's the |
| 15 | personal -- it's the family residence. |
| 16 | judgment debtor exam, not a deposition under Rule |
| 17 | there was a document production that was |
| 18 | requested. we timely filed objections to some of |
| 19 | those documents, and at the same time produced a |
| 20 | pretty hefty couple of thousand pages of |
| 21 | documentation in order to comply, which -- the |
| 22 | same documents we're using for Mr. Mona's judgment |
| 23 | debtor exam, which will take place next week. |
| 24 | But my issue is this is noticed as a |

RHONDA MONA - 06/26/2015

1 61. And I don't want, and I don't think it's fair Page 8
2 to Mrs. Mona, to allow the debtor to have what amounts to be multiple avenues to get sworn testimony when -- when she's been noticed here in a very limited capacity.

So I've offered up the possibility of doing this one time under a deposition notice. And for a variety of reasons, all of which are reasonable, that's not on the table today. So our position is Ms. Mona is here as a trustee. We've prepared her in accordance with the notice of the trust.

And now my understanding -- and Mr. Edwards and I have been debating this -- is they want to go outside that notice, ask her questions about her individual finances, which are not subject to the -- to a judgment, and community assets that may or may not be subject to -- that are beyond the scope of the notice and, candidly, what she's prepared for.

And so I'm not saying that they can't ask the questions. What $I$ don't want to be is in a situation where they get multiple opportunities to put her through the exact same line of questioning, one under the guise of a judgment

RHONDA MONA - 06/26/2015

| 1 | debtor exam, one under the guise of a Rule 61 Page 9 |
| :--- | :--- |
| 2 | deposition, when in reality -- you know, if that's |
| 3 | what we're going to do, then let's do it one time, |
| 4 | let me prepare her for that, and move forward. |
| 5 | But I don't think it's fair to notice |
| 6 | her up as a trustee and then ask questions that |
| 7 | are beyond the scope of the notice and her |
| 8 | preparation for that notice. |
| 9 | MR. EDWARDS: And if I could, |
| 10 | Your Honor, I - I disagree that this is beyond |
| 11 | the scope of the notice in the sense that the |
| 12 | notice in and of itself says the examination will |
| 13 | concern any property which may be used to satisfy |
| 14 | the judgment. It's not limited to property of the |
| 15 | trust. |

RHONDA MONA - 06/26/2015

| 1 | JUDGE HARDESTY: Okay. Bear with me. 10 |
| :---: | :---: |
| 2 | MR. COFFING: Tom, the amendment was |
| 3 | just to change the time? |
| 4 | MR. EDWARDS: Date and time, right. |
| 5 | JUDGE HARDESTY: Okay. So I guess I |
| 6 | have pulled up the order for examination of |
| 7 | Judgment Debtor Michael J. Mona, Jr., individually |
| 8 | and as trustee. |
| 9 | Is that the one I'm looking for, or |
| 10 | is it a different one? |
| 11 | MR. EDWARDS: You'll find one for |
| 12 | Rhonda Mona as trustee. |
| 13 | JUDGE HARDESTY: Okay. Got it. |
| 14 | Okay. Bear with me. |
| 15 | Okay. Mr. Edwards, continue. |
| 16 | MR. EDWARDS: Okay. And beyond that, |
| 17 | as to the multiple bites of the apple, first, it's |
| 18 | important to understand that we're not in a |
| 19 | typical lawsuit where I would only have one bite |
| 20 | at the apple. Here we're trying to execute on a |
| 21 | judgment. |
| 22 | I certainly do not intend to recall |
| 23 | Mrs. Mona with a deposition notice a month from |
|  | now. I intend to get it all done now. Now, in |
| 25 | the future, obviously I can't waive my right to |

take her judgment debtor exam or notice her deposition again as it relates to the assets, because circumstances change. And, frankly, in an estate as complicated as the estate of Mr. and Mrs. Mona, they have a lot of businesses, a lot of transactions, I -- there will be probably multiple examinations until this -- this $\$ 20$ million judgment is satisfied.

However, that is certainly not my intent today, is to take a judgment debtor exam and then plow the same grounds a month from now. And to the extent I start to do that, I would welcome Mr. Coffing to bring it to your attention so we can address it. But that's certainly not my intent. I was hoping to get it all done today.

JUDGE HARDESTY: So I guess my question is what -- I'm not sure what exactly either side exactly wants me to do.

MR. COFFING: Well -- go ahead.
MR. EDWARDS: I think the question is, are my questions today required to be limited to the assets of the trust, or am I entitled to go into any assets: Assets of the trust, assets of the community property, assets that Mrs. Mona claims are her individual property? Those are the

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RHONDA MONA - 06/26/2015
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two positions, I think.
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                    Page 12
    MR. COFFING: Well, and that was the subject of our objections, is that we're not here to talk about her individual property. It says the examination of Rhonda Mona as trustee of judgment debtor. Rhonda Mona, an individual, is not a judgment debtor in this case.

And so she has rights that relate to that, and candidly, we've prepped her regarding questions related to the trust, which are fair game. And I'm allowed -- I mean, certainly I'm not going to -- I would have some latitude there.

But if we're going to delve into what amounts to be a full-blown examination of Rhonda Mona about her personal assets, that simply wasn't on the table today, and I don't think it's fair to put her through that right now.

MR. EDWARDS: Your Honor, if I could, I would like to just quote a -- a passage from a district of Nevada case, a federal case. It says where spouses --

JUDGE HARDESTY: Before you do that, Mr. Edwards, what's the citation?

MR. EDWARDS: The citation is 2013 Westlaw, 141 3024, and the name -- the name of the

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1 case is VFS Finance, Inc., the specialty finance
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2 court.

24 Your Honor, is that's not what was noticed for
25 today. And so you can imagine if I'm talking to

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1 my client and preparing her for questions 14 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.

12 role as trustee of that trust, because that's what 13 it was -- that's what we're here for.

18 full-blown deposition on a variety of matters. But I haven't had the opportunity to brief this issue for you until it's -- it's here in front of us today.

MR. EDWARDS: And, Your Honor, one quick point, and then I'll stop talking, because I'm starting to repeat myself. But if you take a look at the judgment debtor exam notice, it says $I$
get to ask about any property which may be used to satisfy the judgment. It doesn't specify any particular property that I'm allowed to ask questions about.

As to the issue of briefing, we do have a bench brief ready for you on this issue, because Mr. Coffing and I have been discussing this for a few days. My concern with that is that my client sees this as a delay effort. And if we have to wait for briefing, my clients are concerned they may be prejudiced with the delays.

MR. COFFING: Well, on that issue, if
I could, Your Honor, there were no efforts to collect this judgment until, you know, over a year after it was entered. They have a current wage garnishment on a significant salary, and so I'm not sure if -- if there's something that occurs in the next three weeks or two weeks it takes us to brief this, I'm certain that that will be brought to your attention and you will give it the -- the attention it's due.

MR. EDWARDS: The dilemma there being, Your Honor, that would mean I have to fight another fraudulent transfer action for the next three years to try to get that money back. It

## RHONDA MONA - 06/26/2015

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    2 Gonzales right now, and I would hate to have to do
        it again for another transfer.
                            JUDGE HARDESTY: Okay. Thank you
        both, you know, for -- Eor setting forth the
        issues succinctly and allowing me time to pull up,
        you know, the notice and the case.
            I'm not sure exactly whether I can
        give you any real specific order, so if -- I'll
        give you my -- my general ruling right now. And
        if -- you know, if specific issues come up during
        the examination, you're welcome to call back, but
        hopefully -- hopefully this general order will
        give you both some guidance.
    The Court is fairly familiar with the
        scope of judgment debtor exams and the like and
        collection of judgment and the scope that is
        permitted. The Court does find that that scope,
        if you will, is as Mr. Edwards argued, very broad
        in nature.
                    And so with that background, the
        Court, examining the May }13\mathrm{ order for examination
        of Rhonda Mona as trustee of judgment debtor, the
        Mona Family Trust dated February 12, 2002, it is
        for Mrs. Mona as trustee of the Mona Family Trust,
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And so if she has separate property, she has separate property. And she should not be compelled by virtue of this notice, as trustee, to have to answer questions about that.

MR. EDWARDS: My response to that, Your Honor, is that's essentially putting the burden on me to win a fraudulent transfer action before I'm even able to ask about the asset.

JUDGE HARDESTY: Yeah, the question certainly can be asked regarding what assets Mrs. Mona possesses, et cetera. And if her response is, "Well, this asset is my separate," you know, you can ask your follow-up question, "Well, you know, how is that your separate asset?"

It was, you know -- you are entitled to delve into her testimony if she claims under oath that something is her separate asset, you know, because asking it -- you know, it's like discovery. You ask the questions to get the details and the facts of the information, which may or may not lead to a finding that this asset is -- is an asset or property which may be used to satisfy said judgment, and this -- this property is not property that may be used to satisfy said judgment.

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| 1 | So, yes, you are entitled to ask Page 19 |
| :---: | :---: |
| 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 |

broad scope, if you will, regarding, you know collection of judgments. And then, two, you know, again, just because a piece of paper says something, does not necessarily mean that it's true.

That will be the Court's order.
Again, if you have specific issues that arise, I'm here all day today. You're welcome to contact us again. I hope that the order is sufficiently clear to give both sides guidance as to the scope that's permitted in terms of the questions and the answers and the examination today.

MR. EDWARDS: Thank you, Your Honor. JUDGE HARDESTY: Thank you both. MR. COFFING: Thank you.
(Whereupon, a recess was taken.)
(Prior to the commencement of the deposition, all of the parties present agreed to waive statements by the court reporter, pursuant to Rule $30(\mathrm{~b}) 4$ of NRCP .)
(Exhibit No. 1 was marked.)

> RHONDA MONA,

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| 1 | A I really don't know. Page 23 |
| :---: | :---: |
| 2 | Q Okay. |
| 3 | A I sign what I'm supposed to sign. |
| 4 | Q Okay. So I -- why did you sign this? |
| 5 | MR. COFFING: Well, to the extent you |
| 6 | had a conversation with an attorney, we don't want |
| 7 | to go into that. So if -- if any answer requires |
| 8 | divulging what your attorney said, I'm going to |
| 9 | say don't answer that, and make sure you |
| 10 | understand that. Okay? |
| 11 | THE WITNESS: Okay. |
| 12 | BY MR. EDWARDS: |
| 13 | Q Did you discuss this with an attorney, |
| 14 | Exhibit 1 ? |
| 15 | A I don't -- I don't recall. |
| 16 | Q Okay. And you have no understanding of |
| 17 | the purpose of this agreement? |
| 18 | A I might have discussed it with Bart |
| 19 | maybe. |
| 20 | Q Okay. |
| 21 | A Yeah. |
| 22 | Q And do you have any understanding what |
| 23 | this agreement is meant for? |
| 24 | A A little bit. |
| 25 | Q Okay. Can you give me your basic |

RHONDA MONA - 06/26/2015

|  | understanding, please? Page 24 |
| :---: | :---: |
| 2 | A That if we get divorced, that what's |
| 3 | mine is mine. |
| 4 | Q Okay. So sort of a -- you saw this as |
| 5 | sort of a prenuptial agreement? |
| 6 | A No. Post. |
| 7 | Q Post-nuptial agreement? |
| 8 | A Uh-huh. |
| 9 | Q Okay. If you'd turn to the second page |
| 10 | of Exhibit 1, look at the first line. |
| 11 | Could you read that for me? |
| 12 | A "Whereas it is the parties' intent to |
| 13 | acknowledge, confirm, and document their equal" |
| 14 | Q And the whole sentence, if you would. |
| 15 | A Oh -- "their equal division between |
| 16 | themselves of the said $\$ 6,813,220.20$ they received |
| 17 | from the sale of their MMI corporate stock, with |
| 18 | Rhonda receiving $\$ 3,406,601.10$ of such moneys as |
| 19 | her sole and separate property, and Mike receiving |
| 20 | the remaining" -- blah, blah, blah -- "as his sole |
| 21 | and separate property." |
| 22 | Q Did you receive your \$3.4 million as set |
| 23 | forth in this agreement? |
| 24 | A Yes. |
| 25 | Q All of it? |



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| 1 |  | Was that one big job you did -- | Page 33 |
| :---: | :---: | :---: | :---: |
| 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 d | esign 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 |  |

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| 1 | Q How do you access that money? Page 35 |
| :---: | :---: |
| 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 |

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the Bank of George money market account?
    A Correct.
    Q Okay. Are there any other accounts you
can think of where you are the sole signatory?
    A No.
    Q And, I'm sorry, I probably asked this,
    but as to those three different accounts we talked
    about -- the money market account, the checking
    account, both at the Bank of George and the Bank
    of Nevada account -- you are the sole signatory;
    correct?
    A Sole.
    Q You're still happily married; right?
    A Yes.
    Q Not planning to get divorced?
                    MR. COFFING: That's a day-to-day
    question; right?
    T'HE WITNESS: It depends.
    BY MR. EDWARDS:
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    Q You're not planning to get divorced, are
    21 you?

A Not at this time.
MR. COFFING: Well -- okay.
THE WITNESS: Not today.
1 BY MR. EDWARDS :

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Q You're not contemplating getting divorced? That's - -
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MR. COFFING: I mean, this really does go into conversations she might have had with her spouse. So to the -- unless you have a personal independent thought -- you know, if it's something you talked about, then don't answer. BY MR. EDWARDS:

Q I'm not asking for Mr. Mona's opinion on whether you should stay married. I just want to understand your point of view.

A About what?
Q Whether you're contemplating divorce.
It sounds to me you're happily married and it's not a thought in your mind, but -- is that accurate?

A Well, it depends.
(Exhibit No. 2 was marked.)
BY MR. EDWARDS:
Q Ma'am, I'm showing you what's been marked as Exhibit 2.

Do you recognize this document?
A No. I actually have no idea what I'm looking at.

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|  | What is this? Page 38 |  |
| :---: | :---: | :---: |
| 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. |  |
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| 1 | Q If you look at the first transaction on 39 |
| :---: | :---: |
| 2 | Exhibit 2 dated August 21st, 2013, as best I can |
| 3 | tell, this is a wire transfer from this account to |
| 4 | you for \$100,000. |
| 5 | Do you see that? |
| 6 | A I do. |
| 7 | Q Do you recall receiving this wire |
| 8 | transfer? |
| 9 | A No. |
| 10 | Q Do you have any idea where this wire |
| 11 | transfer was sent? |
| 12 | A No. I mean, if it was sent to me, then |
| 13 | it was sent to one of those accounts. |
| 14 | Q One of those three accounts? |
| 15 | A Well, it would have only been probably |
| 16 | the Bank of Nevada. |
| 17 | Q Okay. And why do you say the Bank of |
| 18 | Nevada account? |
| 19 | A Because it was never transferred into my |
| 20 | Own personal one, and it -- I have never put any |
| 21 | other money into the money market. |
| 22 | Q Other money other than what? |
| 23 | A When that initial first went in. |
| 24 | Q Okay. Maybe - then I'm confused. So |
| 25 | let's go back to the Bank of George money market |



| 1 | A Correct. Page 41 |
| :---: | :---: |
| 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 |

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this whole thing.
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Q Okay. Do you know -- you don't know why, then, you were wired $\$ 100,000$ as shown on Exhibit 2?

A I would assume to pay bills.
Q And that makes sense.
MR. COFFING: Don't assume. If you
know, you know.
THE WITNESS: I don't recall it,
so ...
BY MR. EDWARDS:
Q But best of your recollection is the money was to pay bills, and that's why it was sent to the Bank of Nevada checking account?

A I don't even know for sure that it was sent to the Bank of Nevada account, but that's -if it went to me, that's the only place it logically would have gone.

Q Understood. Okay.
So I guess earlier -- and maybe I'm confusing myself, because I thought the only source of money for the checking account at Bank of Nevada was the money market account at Bank of George.

A Mostly, yes.


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    1 page to be from Bank of Nevada.
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    You see that; right?
    A No.
                    MR. COFFING: Right up here.
                    THE WITNESS: Oh, okay.
BY MR. EDWARDS:
    Q Do you see that?
    A Is this all one account?
    Q As best I can tell, this is one account
statement, yes.
A Okay. It's not my account.
Q Well, you'll see above the double line
there it says, Michael Joseph Mona, Jr., and
Rhonda Helene Mona.
A I do see that.
MR. COFFING: But it also says POD.
THE WITNESS: What's that mean?
MR. COFFING: Rhonda would be the
paid on death.
THE WITNESS: I didn't even know that
this existed.
BY MR. EDWARDS:
Q Okay. Understood.
So you don't know if you have any signing authority as it relates to this account?
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a deposition or a judgment debtor exam.
Q And do you remember how many times you've had either your deposition or a judgment debtor examination taken?
A A couple, two or three.
Q Okay. Recently?
A The last one was with Al Lissoy a few years ago before this -- before the judgment.
Q Oh, I see. It was part of the underlying case?
```

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

Like I mentioned before, if you can wait
for me to finish asking my question, I would appreciate it. And I will do my best -- and please remind me if $I$ don't do it -- to wait until you're done answering before $I$ start asking my next question, because she can only record one of us at a time.
Again, no -- no "uh-huh" or "huh-uh,"

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because it's not picked up very clear on the transcript. The same with if you can avoid nodding your head, I would appreciate it.
You understand that the oath that you took at the beginning of this deposition is the same oath you would take in a court of law; right?
A Yes.
Q And that oath carries with it the same penalty of perjury as it would if you were in a court of law.
A Yes.
Q Okay. Regarding the questions I ask, I expect that your answers will be full and accurate; is that fair?
A Yes.
Q And if you don't understand a question, you understand you can ask me to rephrase it or repeat it; right?
A Yes.
Q But if you answer my question, I'm going to assume that you understood my question. Is that fair?
A Fair.
Q When the examination is complete, the court reporter will type up everything we've said
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into a booklet, and you'll have an opportunity to
review it if you would like to make any
corrections and sign it to verify that it's
accurate.
Do you understand that?
A Yes.
Q And to the extent that you make any changes at a future proceeding, I can comment about those changes.
Do you understand that?
A Yes.
Q If you need a break at any point, please
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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.

A Okay.
Q Any illnesses or substances, medications that you may be on today that could affect your ability to testify?

A No.
Q Any reason you can't answer my questions fully and accurately?

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A No.
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Q Okay. And I'm going to try to save some time, and I hope this works, but when I'm talking about your assets, if $I$ say "you" or "Your assets," I guess with the permission of your counsel, I hope we can understand that that means you individually, your husband individually, you as $a$-- as a community property estate, the Mona Family Trust, or any entity in which you, your husband, or the trust holds an interest.

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

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

THE WITNESS: What is the community and what is --

MR. COFFING: You don't need to worry
1 about how it's characterized. That's an argument

Q Right. And my intent was, I'm asking about your individual property, your community property. So regardless of how the law may look at it, I'm asking a broad question. And we can drill down later, but $I$ was hoping that it might save us this time.

Is that fair?
A Yes.
(Exhibit No. 5 was marked.)
BY MR. EDWARDS:
Q Okay. I'm showing you what's been marked as Exhibit 5.

Have you seen this document before?
A No.
Q Okay. Feel free to take a moment to review, but this is the judgment that Far West Industries, my client, has against Mr. Mona and the Mona Family Trust.

Were you aware of this judgment?
A I'm aware of it. I've never seen it.
Q Okay. Have you made any effort to pay any portion of this judgment?


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    Q Okay. And you're saying your husband
    does everything else?
    A Everything.
    Q Okay. Are you aware of any efforts made
    by your husband to pay this judgment?
    A I'm not aware of.
    Q Are you aware of any plans to pay this
    judgment in the future? And I'm not talking about
    entitlement.
    MR. COFFING: Well, I just want to --
    you know, because you've got a writ of garnishment
    ongoing, which is paying the judgment. I don't
    know if she's aware of that or not.
    THE WITNESS: I don't even know that.
        BY MR. EDWARDS:
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    Q Okay. And if the answer is "I don't
    know," that's fine. But my question is, are you
    aware of any plans to pay this judgment?
    A I'm not aware of anything.
    Q Okay. And just to make sure I
        understand.
            You're not aware of any plans to pay
        this judgment, Exhibit 5?
        MR. COFFING: Go ahead.
        THE WITNESS: Am I aware of anything?
    
## RHONDA MONA - 06/26/2015




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trying to convey.
    Other than conversations with
    counsel --
    THE WITNESS: Correct. Right.
    MR. COFFING: -- counsel or Your
    husband, you don't know?
    THE WITNESS: Correct.
    MR. COFFING: I don't mean to put
    words in your mouth, but I want to make sure
        that's clear.
            MR. EDWARDS: I appreciate the
    clarification.
    BY MR. EDWARDS:
```

Q So if I understand right, you do have an understanding of why you're no longer a trustee to the trust, but your understanding is based solely upon a conversation with your husband and/or counsel?

A Correct.
Q Are you aware of any assets in the trust, other than the residence, at any point in time in the future -- or, I'm sorry, in the past?

A No.
Q So you have never had a basis of knowledge about any assets of the trust?


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| 1 | A He's in Germany. Page 65 |  |
| :---: | :---: | :---: |
| 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 |
|  | out a loan for it? |  |
| 25 | A | I don't think so. |



```
    A Yeah.
    Q So I guess last time you went to San
Diego, you flew back -- you drove there and flew
back?
A I do it so often, I don't remember what
is what. I just -- I can't remember if I flew in.
When did I get here? When did I get here? I got
here for Mom's surgery. Oh, I drove. I drove. I
drove Michael's car.
    Q You drove -- okay. So you drove the
Jaguar there and Michael's car back?
    A Yeah. We switch around all the time.
    Yeah.
    Q And where is that car stored?
    A Which car?
    Q The Jaguar.
    A It's in San Diego.
    Q Okay. Is it at the --
    A It's in my son's parking spot right now.
    Q Okay. At the condo we spoke about
    earlier on what was -- what was the street name?
            A Island Avenue.
            Q Ireland Avenue?
            A Island Avenue.
            Q Okay. Is that a -- is that a gated
```


## PART B

## PART B

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## Michael Mona

Far West Industries vs. Rio Vista Nevada, LLC, et al.



Discovery + Depositions * Decisions


Clark County, Nevada
Case No.
(Assigned by Clert P Office)

## I. Party Information

Plaintifi(5) (numefoddress/phone):
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Attomey (mametaddess/phore):
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Defendant(s) (name/uddreséphone):
Rio Vista Nevada, LLC,
Warld Deveiopment, Inc., Bruce Maize

Michael I. Mona, Ir.

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

| Civil Cases |  |  |
| :---: | :---: | :---: |
| Real Pronery | Torts |  |
| Landtord/Tenant Unlawful Definer Tite to Preperty Foreciosure Liens Quict Tille Specific Pefortumee Condemnation/Emisent Domsin Other Reni Property Partition Planning/Zoning | Negligence Negligence-Aulo Negligence - Medicalpental Negligence - Premises Linbility (SlipTni]) Negligence - Other | Produce Linbility Product Binbility/Motor Vehick Other Torlaprocuen Limbinty Intentional Misconduct Tors/Denamation (Libel/Simier) Interfere with Cuntract Rights Employment Torts (Wrangrul icmination) Other Tarts Anti-trust FrpudMisrepresentation lnsurance Legal Tort Unfair Competition |
| Probate | Other Civil Filing Types |  |
| Summary Administration General Administration Special Administration Sel Aside Estates Trust/Conservatorships Individian Trustee Corporaie Trustee Other Probate | Construction Defect Chapter 40 General Breach of Contract $\qquad$ Building \& Consiruction Insunnce Carrier Commercial Instrment Dther Contracts/Acctludgment Collection of Actions Employment Contract Gunanter Sale Contac! Uniform Commercial Code Civil Petition for Judichat Review Oher Administrative Law Department of Motor Vehicles Worker's Compensation Appoal | Appeal from Lover Court falsa check applicoble civil case bax) Transfer from Juslice Count Justice Cour Civil Appen Civil Writ Other Special Proceeding Compremise of Minor's Chim Conversion of Properly Dange io Froperiy Employment Security Enforcemen of ludgment Foreign Judgment - Civil Other Personal Propery Recovery of iroperty Stockiolder Suil Other Civil Maters |

III. Business Court Requested (Please check applicable calegory; for Clark or Warhae Counties onty.)

2. That Affiant is counsel of record for $F A R$ WEST INDUSTRIES, a Califomia corporation in the instant matter
3. That the name and last known address of the Judgment Debtors herein are as follows:

## Michacl J. Mona, Jr. <br> 2793 Red Arrow Drive <br> Las Vegas, NV 89135

Michael J, Mona, Jr., as trustee of the Mona Family Trust dated February 21, 2002
2793 Red Arrow Drive
Las Vegas, NV 89135
4. That the name and address of the Judgment Creditor herein is as follows

## Far West Industries, a California corporation 2922 Daimler Street Santa Ana, CA 89128

5. That the Judgment herein, a duly exemplified copy of which is attached hereto, is valid and enforceable.
6. That no portion of the Judgment herein has been satisfied.

FURTHER Affiant sayeth naught.
DATED this $/ \gamma^{\gamma}$ day of October, 2012.


SUBSCRIBED and SWORN to
before me this $16-2$ day of
October, 2012.


## EXEMPLIFICATION CERTIFICATE

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


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


Superior Court of California, County of Riverside

1. $\qquad$ Mac R. Fisher .Judge of the Superior Court of the State of California, in and for the County of Riverside, do hereby certify that SHERRI R. CARTER whose name is subscribed to the preceding exemplification, is the Clerk of the said Superior Court of the State of California, in and for the County of Riverside, and that full faith and credit are due to her official acts, I further certify, that the seal affixed to the exemplification is the seal of our sald Superior Court and that the attestation thereof is in due form and according to the form of attestation used in this State.
Date $\qquad$ Jene 7 $\qquad$ .2012

28 USCA, Sec. 1738
Form No. 334 (1/90; 10/97; 2/90; 3/00; 10;00; 5/01;1/03; 4/03; 6/03)

FAR WEST mDUSTRIES, a Califomia corporation.
Plaintiff,
vs.
COUNTY OF RIVERSIDE, RIVERSIDE COURT
RIO VISTA NEVADA, LLC, a Nevada limited
liability company; WORLD DEVELOPMENT, INC., a Califorma corporation; BRUCE MAIZE an individuel; MCHAEL J. MONA, JR, an individual; and DOES 1 through 100, inclusive,
Deiendants.
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, Ir.; (2) Michael J. Mona, $\mathrm{Jr}_{\text {, }}$ 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 Califomia corporation in the amount of $\$ 17,777,562.18$. Recoverable court costs of $\$ 25,562.56$ and attomey's fees of $\$ 327,548.84$ are also awarded to Far West Industrics, jointly and severally against all Defendants. The Clerk is hereby directed to enter those amounts on this Judgnent following Far West Industrics' post-Judgment petition for them. Finally, the Clerk is hereby


## Michael Mona

Far West Industries vs. Rio Vista Nevada, LLC, et al.



Discovery * Depositions * Decisions

12

appearing defendents represented by JOHN W. MUUE, ESQ., of the haw hm of JOLN W. MULE \& ASSOCIATES, the Court and Counsel having engaged in discussion regarding the status of said defendans' compliance with the Court's Examination Order and good cause appearing,

IT IS HEREBY ORDERED AND ADJUDGED AND DECREED that Plantiff shall retum to the offices of counsel for said Defendants the ejghteen boxes of documents produced by said Defendands in compliance with this Court's Order on or about September 5, 2013, no later than $5: 00$ p.m. (PDT) on Wednesday, Seplember 25, 2013.

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

ITIS HEREBY ORDERED AND ADNUDGED AND DECRCED that Plaintiff shell have one week from the delivery of those additional documents, i.e, thru and including 5:00 p.m. Wednesday October 2, 2013, to complete its review and inspection of said two additional boxes of documents, and return the same to the offices of said Defendants counsel,

IT IS HEREBY ORDERED AND ADJUDGED AND DECREED that the Cour also entertained discussion regarding the scope und reasonableness of a swom debtor examination, and has concluded that saidexamination shall be conducted over two 8 -bour working days, (with suitsble and appropriate breaks during said days), on dates mulually agreeable to the parties and counsel, to occur subsequent to October 2, 2013, but no later than November 20, 2013.


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: $\quad 702 / 791-1912$
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 Califormia corporation; BRUCE MAIZE, an individual, MICHAEL J. MONA, JR., an individual; DOES 1 through 100, inclusive,

Defendants. FAMILY TRUST DATED FEBRUARY 12, 2002

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

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

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

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

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

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

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

Dated this $\qquad$ day of $A$ As

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

## EXHIBIT " 1 "

DEFINITIONS

The following definitions are to be used with respect to these documents:
A. "Document" is defined to be synonymous in meaning and equal in scope to the usage of this term in Nevada Rules of Civil Procedure 34(a), and shall mean any and all information in tangible or other form, whether printed, typed, recorded, computerized, filmed, reproduced by any process, or written or produced by hand, and whether an original, draft, master, duplicate or copy, or notated version thereof, that is in Your possession, custody, or control. A draft or non-identical copy is a separate document within the meaning of this term.
B. Document shall also include, but not be limited to, electronic files, other data generated by and/or stored on or through any of Your computer systems and storage media (e.g., internal or external hard drives, CD-ROM's, floppy disks, backup tapes, thumb drives, internetbased posting boards, or any other data storage media or mechanisms), or any other electronic data. This includes, but is not limited to: email and other electronic communications (e.g., postings to internet forums, ICQ or any other instant messenger messages, and/or text messages); voicemails; word processing documents; spreadsheets; databases; calendars; telephone logs; contact manager information; Internet usage files; offline storage or information stored on removable media; information contained on laptops or other portable devices; and network access information. Further, this includes data in any format for storing electronic data.
C. "Relating or referring" are used in their broadest sense and shall mean and include, but shall not be limited to, advert, allude, comprise, concerm, constitute, describe, discuss, mention, note, pertain, quote, recite, recount, reflect, report or state.
D. The singular shall include the plural, and the plural shall include the singular. The conjunctive "and" shall include the disjunctive "or" and the disjunctive "or" shall include the conjunctive "and."
E. "Judgment Debtor" 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) 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.)
I. To the extent the location of any Document called for by this Exhibit is unknown to you, so state. If any estimate can reasonably be made as to the location of an unknown 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.
J. If any Document request is deemed to call for disclosure of proprietary data, counsel for movant is prepared to receive such data pursuant to an appropriate confidentiality order.
K. To the extent the production of any Document is objected to on the basis of privilege, provide the following information about each such document: (1) describe the nature of the privilege claimed (e.g., attomey-client, work product, etc.); (2) state the factual and legal 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 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.
L. If any document has been lost or destroyed, the Document so lost or destroyed 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.

## ITEMS TO BE PRODUCED

1. For the period beginning April 2012 through the present date, financial documents of Judgment Debtor, including, but not limited to, but not limited to, statements for checking, savings or other financial accounts, securities brokerage accounts, certificates of deposit, shares in banks, savings and loan, thrift, building loan, credit unions, or brokerage houses or cooperative, and records of income, profits from companies, cash on hand, safe deposit boxes, deposits of money with any other institution or person, cash value of insurance policies, federal and state income tax refunds due or expected, any debt payable to or held by or for Judgment Debtor, checks, drafts, notes, bonds, interest bearing instruments, accounts receivable, liquidated and unliquidated claims of any nature, or any and all other assets.
2. For the period beginning April 2012 through the present date, Documents relating to closed financial accounts, including, but not limited to checking, savings or other financial accounts, securities brokerage accounts, certificates of deposit, shares in banks, savings and loan, thrift, building loan, credit unions, or brokerage houses or cooperative.
3. Tax returns and all related tax records of Judgment Debtor for tax years 2011, 2012, 2013, and 2014.
4. Tax returns and all related tax records of Rhonda Mona for tax years 2011, 2012, 2013, and 2014.
5. For the period beginning April 2012 through the present date, Documents relating to tax deficiencies of Judgment Debtor.
6. For the period beginning April 2012 through the present date, Documents relating to earnings and/or income, including, but not limited to, compensation paid or payable for services performed by Judgment Debtor, wages, tips, salaries, commissions, bonuses, sales or transfers of assets, and interest earned on financial accounts.
7. For the period beginning April 2012 through the present date, Documents relating to proof of Judgment Debtor's employment, including, but not limited to, any and all paystubs, retirement slips, contracts for employment, and consulting agreements.
8. For the period beginning April 2012 through the present date, Documents relating to income, passive income, investment distributions, or other monetary disbursements or distributions Judgment Debtor has received.
9. For the period beginning April 2012 through the present date, Documents relating to Judgment Debtor's ownership or lease of automobiles, trucks, trailers, and other vehicles, including, but not limited to, Documents relating to vehicle registration, insurance, sales, purchases, or leases.
10. For the period beginning April 2012 through the present date, Documents relating to stock and interests in any and all corporations or other business entities, whether privately held or publically traded, held by Judgment Debtor, including, but not limited to any and all certificates of stock in CannaVEST Corp.
11. For the period beginning April 2012 through the present date, Documents relating to interests in any and all partnerships, sole proprietorships, joint ventures, corporations, holding companies and limited liability companies held by Judgment Debtor.
12. Documents relating to any and all real property in which Judgment Debtor holds an interest or which Judgment Debtor owns, directly or indirectly, including, but not limited to, mortgages, deeds, leases, assignments, subordination agreements, and finance statements.
13. Documents relating to any and all tangible or intangible property, including, but not limited to, furnishings, furniture, musical instruments, fixtures, hardware, home accessories, electronics, computers, audio-visual devices, appliances, equipment, jewelry, artwork, antiques, and collections, in which Judgment Debtor holds an interest or which Judgment Debtor owns, directly or indirectly, including, but not limited to, bills of sale, sale receipts, purchase agreements, insurance policies, or promissory notes.
14. For the period beginning April 2012 through the present date, Documents relating to all commercial and consumer loans which Judgment Debtor applied for, or which Judgment Debtor guaranteed, that were submitted to any individual, bank, lender, financial institution, finance company, other private entity, public agency or governmental administration.
15. For the period beginning April 2012 through the present date, Documents relating to all monies loaned to Judgment Debtor or financed on Judgment Debtor's behalf, including, but not limited to, any home loan, personal property loan, equity loan, or line of credit.
16. For the period beginning April 2012 through the present date, Documents relating to any guaranty or assurance of performance made by Judgment Debtor for any contract, agreements, commercial transactions, loans, financing arrangements, notes, mortgages, third party lender agreements, assignments, and subordination agreements of any kind.
17. For the period beginning April 2012 through the present date, policies of insurance issued in the name of Judgment Debtor and/or under which Judgment Debtor is a beneficiary, including, but not limited to, policies for life insurance, disability insurance, homeowners insurance, automobile insurance, health insurance, flood insurance, umbrella policies, liability insurance, personal property protection, and corporate director and/or officer insurance.
18. For the period beginning April 2012 through the present date, Documents relating to any indebtedness that was owed to Judgment Debtor or which is still owed to Judgment Debtor by any person or entity, including, but not limited to, agreements, contracts, leases, promissory notes, mortgages, bills of sale, personal guaranties, or judgments.
19. For the period beginning April 2012 through the present date, Documents relating to any indebtedness that was owed by Judgment Debtor or which is still owed by Judgment Debtor to any person or entity, including, but not limited to, agreements, contracts, leases, promissory notes, mortgages, bills of sale, personal guaranties, or judgments.
20. For the period beginning April 2012 through the present date, all audited and unaudited financial statements prepared by or on behalf of Judgment Debtor.
21. For the period beginning April 2012 through the present date, financial affidavits that Judgment Debtor executed at any time for any purpose or reason, including, but not limited to, submissions in court proceedings or other legal matters, governmental compliance, proceedings, or investigation, or applications for loans or other financing.
22. For the period beginning April 2012 through the present date, Documents relating to total attorney's fees charged to and/or paid by Judgment Debtor.
23. For the period beginning April 2012 through the present date, Documents relating to monies, gifts, bequests, dispositions, or transfers paid or given to Judgment Debtor
24. For the period beginning April 2012 through the present date, Documents relating to all residential real property lease or mortgage payments, utility bills, including, but not limited to, cable, telephone, cellular phone, internet, club memberships, credit card statements, and automobile loan or lease payments that were billed to and/or owed by Judgment Debtor
25. For the period beginning April 2012 through the present date, Documents relating to retirement accounts, pension plans, SEP accounts, profit sharing plans and retirement plans in which Judgment Debtor currently holds an interest
26. For the period beginning April 2012 through the present date, Documents relating to all tangible or intangible property or other assets sold, assigned, transferred, or conveyed by Judgment Debtor to any person or entity.
27. Documents relating to any and all trusts of which Judgment Debtor currently is, or has been for the period beginning April 2012 through the present date, or will be in the future, a beneficiary, future beneficiary, settlor, or trustee.
28. Documents relating to any and all wills of which Judgment Debtor currently is, or has been for the period beginning April 2012 through the present date, or will be a beneficiary.
29. Documents evidencing any and all other intangible personal, tangible, and/or real property of Judgment Debtor not already identified in the items set forth above.
30. Documents relating to the current value of any and all property identified in the items set forth above, including, but not limited to, appraisals and tax assessments
31. A written inventory of any and all property identified in the items set forth above, including, but not limited to, intangible, personal, tangible, and real property, with each specific item of property listed with a description, location, and current fair market value.

ODE
F. THOMAS EDWARDS, ESQ.

Nevada Bar No. 9549
CLERK OF THE COURT
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: $\quad 702 / 791-1912$
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.

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

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

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

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

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

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

Dated this $\qquad$ day of


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-2-
$$

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


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## EXHIBIT "1"

## DEFINITIONS

The following definitions are to be used with respect to these documents:
A. "Document" is defined to be synonymous in meaning and equal in scope to the usage of this term in Nevada Rules of Civil Procedure 34(a), and shall mean any and all information in tangible or other form, whether printed, typed, recorded, computerized, filmed, reproduced by any process, or written or produced by hand, and whether an original, draft, master, duplicate or copy, or notated version thereof, that is in Your possession, custody, or control. A draft or non-identical copy is a separate document within the meaning of this term.
B. Document shall also include, but not be limited to, electronic files, other data generated by and/or stored on or through any of Your computer systems and storage media (e.g., internal or external hard drives, CD-ROM's, floppy disks, backup tapes, thumb drives, internetbased posting boards, or any other data storage media or mechanisms), or any other electronic data. This includes, but is not limited to: email and other electronic communications (e.g., postings to internet forums, ICQ or any other instant messenger messages, and/or text messages); voicemails; word processing documents; spreadsheets; databases; calendars; telephone logs; contact manager information; Internet usage files; offline storage or information stored on removable media; information contained on laptops or other portable devices; and network access information. Further, this includes data in any format for storing electronic data.
C. "Relating or referring" are used in their broadest sense and shall mean and include, but shall not be limited to, advert, allude, comprise, concern, constitute, describe, discuss, mention, note, pertain, quote, recite, recount, reflect, report or state.
D. The singular shall include the plural, and the plural shall include the singular. The conjunctive "and" shall include the disjunctive "or" and the disjunctive "or" shall include the conjunctive "and."
E. "Judgment Debtor" 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) 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.)
I. To the extent the location of any Document called for by this Exhibit is unknown to you, so state. If any estimate can reasonably be made as to the location of an unknown 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.
J. If any Document request is deemed to call for disclosure of proprietary data, counsel for movant is prepared to receive such data pursuant to an appropriate confidentiality order.
K. To the extent the production of any Document is objected to on the basis of 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 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 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.
L. If any document has been lost or destroyed, the Document so lost or destroyed 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.

## ITEMS TO BE PRODUCED

1. For the period beginning April 2012 through the present date, financial documents of Judgment Debtor, including, but not limited to, but not limited to, statements for checking, savings or other financial accounts, securities brokerage accounts, certificates of deposit, shares in banks, savings and loan, thrift, building loan, credit unions, or brokerage houses or cooperative, and records of income, profits from companies, cash on hand, safe deposit boxes, deposits of money with any other institution or person, cash value of insurance policies, federal and state income tax refunds due or expected, any debt payable to or held by or for Judgment Debtor, checks, drafts, notes, bonds, interest bearing instruments, accounts receivable, liquidated and unliquidated claims of any nature, or any and all other assets.
2. For the period beginning April 2012 through the present date, Documents relating to closed financial accounts, including, but not limited to checking, savings or other financial accounts, securities brokerage accounts, certificates of deposit, shares in banks, savings and loan, thrift, building loan, credit unions, or brokerage houses or cooperative.
3. Tax returns and all related tax records of Judgment Debtor for tax years 2011, 2012, 2013, and 2014.
4. Tax returns and all related tax records of Rhonda Mona for tax years 2011, 2012, 2013, and 2014.
5. For the period beginning April 2012 through the present date, Documents relating to tax deficiencies of Judgment Debtor.
6. For the period beginning April 2012 through the present date, Documents relating to earnings and/or income, including, but not limited to, compensation paid or payable for services performed by Judgment Debtor, wages, tips, salaries, commissions, bonuses, sales or transfers of assets, and interest earned on financial accounts.
7. For the period beginning April 2012 through the present date, Documents relating to proof of Judgment Debtor's employment, including, but not limited to, any and all paystubs, retirement slips, contracts for employment, and consulting agreements.
8. For the period beginning April 2012 through the present date, Documents relating to income, passive income, investment distributions, or other monetary disbursements or distributions Judgment Debtor has received.
9. For the period beginning April 2012 through the present date, Documents relating to Judgment Debtor's ownership or lease of automobiles, trucks, trailers, and other vehicles, including, but not limited to, Documents relating to vehicle registration, insurance, sales, purchases, or leases.
10. For the period beginning April 2012 through the present date, Documents relating to stock and interests in any and all corporations or other business entities, whether privately held or publically traded, held by Judgment Debtor, including, but not limited to any and all certificates of stock in CannaVEST Corp.
11. For the period beginning April 2012 through the present date, Documents relating to interests in any and all partnerships, sole proprietorships, joint ventures, corporations, holding companies and limited liability companies held by Judgment Debtor.
12. Documents relating to any and all real property in which Judgment Debtor holds an interest or which Judgment Debtor owns, directly or indirectly, including, but not limited to, mortgages, deeds, leases, assignments, subordination agreements, and finance statements.
13. Documents relating to any and all tangible or intangible property, including, but not limited to, furnishings, furniture, musical instruments, fixtures, hardware, home accessories, electronics, computers, audio-visual devices, appliances, equipment, jewelry, artwork, antiques, and collections, in which Judgment Debtor holds an interest or which Judgment Debtor owns, directly or indirectly, including, but not limited to, bills of sale, sale receipts, purchase agreements, insurance policies, or promissory notes.
14. For the period beginning April 2012 through the present date, Documents relating to all commercial and consumer loans which Judgment Debtor applied for, or which Judgment Debtor guaranteed, that were submitted to any individual, bank, lender, financial institution, finance company, other private entity, public agency or governmental administration.
15. For the period beginning April 2012 through the present date, Documents relating to all monies loaned to Judgment Debtor or financed on Judgment Debtor's behalf, including, but not limited to, any home loan, personal property loan, equity loan, or line of credit.
16. For the period beginning April 2012 through the present date, Documents relating to any guaranty or assurance of performance made by Judgment Debtor for any contract, agreements, commercial transactions, loans, financing arrangements, notes, mortgages, third party lender agreements, assignments, and subordination agreements of any kind.
17. For the period beginning April 2012 through the present date, policies of insurance issued in the name of Judgment Debtor and/or under which Judgment Debtor is a beneficiary, including, but not limited to, policies for life insurance, disability insurance, homeowners insurance, automobile insurance, health insurance, flood insurance, umbrella policies, liability insurance, personal property protection, and corporate director and/or officer insurance.
18. For the period beginning April 2012 through the present date, Documents relating to any indebtedness that was owed to Judgment Debtor or which is still owed to Judgment Debtor by any person or entity, including, but not limited to, agreements, contracts, leases, promissory notes, mortgages, bills of sale, personal guaranties, or judgments.
19. For the period beginning April 2012 through the present date, Documents relating to any indebtedness that was owed by Judgment Debtor or which is still owed by Judgment Debtor to any person or entity, including, but not limited to, agreements, contracts, leases, promissory notes, mortgages, bills of sale, personal guaranties, or judgments.
20. For the period beginning April 2012 through the present date, all audited and unaudited financial statements prepared by or on behalf of Judgment Debtor.
21. For the period beginning April 2012 through the present date, financial affidavits that Judgment Debtor executed at any time for any purpose or reason, including, but not limited to, submissions in court proceedings or other legal matters, governmental compliance, proceedings, or investigation, or applications for loans or other financing.
22. For the period beginning April 2012 through the present date, Documents relating to total attorney's fees charged to and/or paid by Judgment Debtor.
23. For the period beginning April 2012 through the present date, Documents relating to monies, gifts, bequests, dispositions, or transfers paid or given to Judgment Debtor
24. For the period beginning April 2012 through the present date, Documents relating to all residential real property lease or mortgage payments, utility bills, including, but not limited to, cable, telephone, cellular phone, internet, club memberships, credit card statements, and automobile loan or lease payments that were billed to and/or owed by Judgment Debtor
25. For the period beginning April 2012 through the present date, Documents relating to retirement accounts, pension plans, SEP accounts, profit sharing plans and retirement plans in which Judgment Debtor currently holds an interest
26. For the period beginning April 2012 through the present date, Documents relating to all tangible or intangible property or other assets sold, assigned, transferred, or conveyed by Judgment Debtor to any person or entity.
27. Documents relating to any and all trusts of which Judgment Debtor currently is, or has been for the period beginning April 2012 through the present date, or will be in the future, a beneficiary, future beneficiary, settlor, or trustee.
28. Documents relating to any and all wills of which Judgment Debtor currently is, or has been for the period beginning April 2012 through the present date, or will be a beneficiary.
29. Documents evidencing any and all other intangible personal, tangible, and/or real property of Judgment Debtor not already identified in the items set forth above.
30. Documents relating to the current value of any and all property identified in the items set forth above, including, but not limited to, appraisals and tax assessments
31. A written inventory of any and all property identified in the items set forth above, including, but not limited to, intangible, personal, tangible, and real property, with each specific item of property listed with a description, location, and current fair market value.

## PART A

## PART A

MICHAEL J. MONA, JR. - 11/25/2013
A. Yes.
Q. When?
A. Last New Year's Eve. Hopefully, this New Year's Eve.
Q. Okay.
A. Maybe about three months ago.
Q. Okay. Who is Dunholm Limited, LLC?
A. I don't recall.
Q. Did Scarlet Properties make a loan to Dunholm Limited, LIC?
A. I don't recall.
Q. Do you know if Dunholm Limited owes any money to Scarlet?
A. I don't recall.
Q. Other than visiting the Big Bear property on a couple of occasions, do you have any other connection with that property since the date you sold it?
A. No.
Q. Did you insure the property up until the time it was sold in December of 2011?
A. I believe so.
Q. Did you cancel your insurance after the sale?
A. I don't recall. Same as Laguna.
Q. Would you have any reason to disagree that you insured the property from December 2012 through November of this year; in fact, you're still insuring it?
A. No idea.
Q. Regarding your present residence on Red Arrow Drive, have you made any loans to Mona Co., you personally?
A. Over the years, yes, numerous loans.
Q. Okay. How many loans?
A. I don't remember.
Q. Do you have documentation for any of those loans?
A. Pardon me?
Q. Do you have documentation for any of those loans?
A. I don't know. I believe it's been millions over the years. I'm not sure.
Q. Has Mona Co. paid you back?
A. No, I don't believe so.
Q. Okay. But you don't know the current status of the loans you've made to Mona Co.; is that correct?
A. Correct.
Q. Where would I look to get the current
status of those loans?
I'll represent to you that I don't see a current status in the 33,000 pages of documents you gave me.
A. Well, maybe there's no loans. I'm not sure.
Q. Okay.
A. If there were, Mona Co. could not pay anyway.
Q. Okay. It looks like in May of this year you wrote a check for $\$ 100,000$ to your wife that was deposited into a joint checking account at Bank of America?

MR. MUIJE: Bank of America.
MR. HAWLEY: Yes -- I'm sorry. Bank of
Nevada.
Why do I keep doing that?
THE WITNESS: Okay. When was this?
BY MR. HAWLEY:
Q. That was in May of this year.
A. Okay.
Q. Where did you get that money from?
A. I don't know.
Q. You don't remember where you got $\$ 100,000$ from?
A. No.
Q. Okay. Do you know why that money was deposited into the joint account?
A. It's the joint account at Bank of Nevada?
Q. At Bank of Nevada, Yes?
A. That was probably to pay bills, to eat, power, house, I'm guessing.
Q. Okay. And then in April of this year, you wrote a check for $\$ 100,000$ again to your wife from the Bank of Southern Utah account.

What was that amount for?
A. I don't recall.
Q. What is the source of the funds in the Bank of Southern Utah?
A. I don't recall.
Q. How much money is in the Bank of Southern Utah account?
A. There is no account up there. Got cancelled.
Q. When did you close it?
A. Few months ago.
Q. Okay. The San Diego apartment, tell me again about that, the loft.
A. It's a loft that Cannavest pays for that employees stay at, Cannavest employees when they're
in San Diego.
Q. All right. Do you pay any rent on that?
A. No.
Q. It's all through CannaVest?
A. Correct.
Q. And you have no ownership interest in CannaVest?
A. Pardon me?
Q. And you have no ownership interest in CannaVest?
A. I have an option for 500,000 shares. It's an option.
Q. Have you ever had an ownership interest in CannaVest?
A. No.
Q. Okay. Is the lease on that apartment guaranteed?
A. Guaranteed?
Q. Does CannaVest own the apartment or does it lease it?
A. No. It rents it.
Q. Is there any guarantee on that lease?
A. No.
Q. Are you sure?
A. I don't think there is.

MR. HAWLEY: 3-1108.
BY MR. HAWLEY:
Q. Looks like Michael Sifen is guaranteeing
the lease actually.
A. No. Michael Sifen guaranteed the lease the first year.
Q. That was only the first year?
A. Yes. He guaranteed the lease in 3 of 02. That's what you're looking at.

That was by Mike Sifen, yes, because my credit wasn't good, nor did I have the money. So Mike Sifen, being a friend of mine, signed for it. That lease was in my name and my wife's name.
Q. Did you pay him for that guarantee?
A. No. He did it as a favor.
Q. Do you have an investment in Capriotti's Sandwich Shops?
A. I had one.
Q. How long?
A. A few years.
Q. From what year to what year?
A. I don't know the details.
Q. Well, when was it that you no longer had an investment in Capriotti's Sandwich Shops?
A. I sold the Capriotti's Sandwich Shops to

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Ken Antos.
Q. Who?
A. Ken Antos.
Q. And when did you sell that?
A. Three years ago about.
Q. Okay. Looks like you had a million shares in 2008 and 2009; is that right?
A. I believe so, yes.
Q. So you sold them to Ken Antos?
A. Ken Antos owns my Capriotti's.
Q. How much did he pay for that?
A. $\$ 500,000$.
Q. All right. Would that include the franchise that you were awarded in San Diego?
A. Correct.
Q. What's your current relationship with KCI Investments?
A. KCI Investments?
Q. Yes.
A. I believe that was the company that Ken

Antos wrote the checks to. I believe. That sounds familiar there.
Q. Who is Ken Antos?
A. Just a gentleman that is in the Capriotti's food chain. He was real big, I guess, in Subway,

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and then he came over to the Capriotti's group a few years ago.
Q. All right. You have a son, Michael Mona, III; is that correct?
A. Correct.
Q. Is he working for any of the Capriotti's entities?
A. No. He works for CannaVest.
Q. Is he involved in any way with Capriotti's that you know of?
A. No longer.
Q. When did he divest himself or get divested?
A. When I sold three years ago, four years ago.
Q. So you both got out at the same time?
A. Yes.
Q. How much did you get for selling?
A. $\$ 500,000$.
Q. I'm sorry. You're right.

And I believe that was KCI, if I'm not mistaken?
A. It sounds familiar.
Q. That got rid of Cap's of San Diego, LLC; right?
A. Yes.

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Q. Cap's Group I, LLC?
A. Yes.
Q. And Capriotti's Mission Valley?
A. Yes.
Q. Okay. Capital Security Bank, do you have an account there?
A. Doesn't sound familiar at all.
Q. Okay. That was the source of the $C D$ that you were using to pay Sunup Bank; is that right?
A. I don't recall. I don't recall paying Sunup.
Q. Okay. But that was -- never mind.

So you wouldn't know where Capital Security
Bank is located?
A. Not at all.
Q. And you wouldn't remember how you learned of that bank?
A. Not at all.
Q. And you wouldn't know the balance of any accounts you might have there?
A. Not at all.
Q. Okay. Do you have any accounts in Sunup Bank?
A. I don't know Sunup Bank.
Q. In the Cook Islands.

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MR. HAWLEY: That was Sumup; right?
MR. GLASKY: Sunup Lending.
BY MR. HAWLEY:
Q. Sunup lending?
A. I cion't know.
(Thereupon, an off-the-record discussion was had.)
(Thereupon, a break was taken.)
MR. HAWUEY: Back on.
BY MR. HAWLEY:
Q. Capital Security Bank Limited. This is page 6-1612 I believe; is that right?

I'm sorry. 16-0012. I'm looking at this.
I'm wondering is that your handwriting?
A. Yes, it is.
Q. What does it mean?
A. That money and 40 percent back to Dawson. John Dawson is an attorney.
Q. Okay.
A. I guess that's what that 35,340 is.
Q. All right. Well, you have $\$ 1,045,000$ ?
A. Um-hmm.
Q. You've testified that don't know where you got that or what it was for?
A. True.
Q. What about the $\$ 1.9$ million?

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A. Same answer.
Q. You don't know who you got it from?
A. What date was this?

Can we go up to the date?
MR. GLASKY: It's undated.
THE WITNESS: I have no idea.
I don't know if this was a year ago or ten years ago.

BY MR. HANLEY:
Q. Okay. Did you give us documents that were ten years old?
A. I gave you documents -- you wanted everything. I just emptied my storeroom. I didn't go through and figure the dates out.
Q. John Dawson is your attorney?
A. He was.
Q. He's not your attorney any more?
A. I don't deal with him. I owe him money, also.
Q. How much?
A. I don't know the total.
Q. Can you estimate?
A. At one time it was -- no, I can't estimate, no.
Q. Okay. He's not working for you any more?

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A. We talk. We're friends. But, yeah, he hasn't done work for me.
Q. Okay. Do you have any accounts at US Bank?
A. I did at one time.
Q. Okay. Looks like you opened one in June of 2012; is that right?
A. Sounds about right.
Q. And then it looks like on June 22, 2012, the bank asked you to close that account; is that right?
A. Correct.
Q. Why did the bank ask you to close that account?
A. No idea.

MR. HAWLEY: Bring up 9-1247.
THE WITNESS: What are those dates again, please?

BY MR. HANLEY:
Q. It looks like in June of 2012 you opened the account and then on 6/22/2012 you were asked to close it. And there's the letter.

And the reason I'm dwelling on this is I've never seen a letter like this.

Have you?
A. No.

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MR. MUIUE: I actually have.
MR. HAWLEY: I won't get into that with you, John.

THE WITNESS: I went there. They wouldn't give me a reason.

MR. MUTJE: What's the reference number on that, Ira?

MR. GLASKY: It is 9-1247.
MR. MUIJE: Thank you.
BY MR. HAWLEY:
Q. What about, do you have an account with the Bank of Southern Utah?
A. I had one.
Q. Okay. And when was that account established?
A. I don't know the exact dates.
Q. Okay. Looks to me -- well, first off, how was that account funded?
A. I don't recall.
Q. Why did you change that? I'm sorry. Why did you establish that account?
A. No specific reason.
Q. Okay. When did you stop doing business using that account?
A. Shortly after.

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Q. Shortly after what?
A. After it was opened.
Q. Okay. So how long was it open?
A. I would be guessing. Short period of time.

I don't know the exact time.
Q. Who is Alpine Investments?
A. Alpine Investments is a stock account.
Q. A stock account?
A. Alpine Investments is a security company -securities company.
Q. Securities company?
A. Correct.
Q. Okay. Do you have an account with them?
A. No.
Q. Did Alpine Securities ever wire into the Bank of Southern Utah account?
A. Yes, they did.
Q. Okay. In fact, I see wires in from Alpine Securities on April 2nd of 2013, and April 5th of 2013, and April 10th of 2013.

Do you know much Alpine Securities wired into your account on those dates?
A. I don't know, but I'm sure you're going to tell me shortly.
Q. You're right.

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me.
Q. It looks like it was a nice amount of money, doesn't it?
A. Yes, it was.
Q. Okay. And then it looks like you had a wire out to Roen, $R-O-E-N$, what is that?
A. Roen was an investment account.
Q. Your investment account?
A. No, it's not an investment account. It's an LIC. It's a partnership.
Q. Were you a part of that partnership?
A. Correct.
Q. Are you a part of that partnership?
A. No longer.
Q. How long were you a part of Roen?
A. Maybe eight or ten months, guessing.
Q. And give me the beginning and the end date of your involvement with Roen.
A. I don't know when it was. I don't know the ezact date it was opened. I believe it was 12, 2012 sometime. And I sold it about two weeks ago, November 14 th or 15 th.
Q. How much did you get for that?
A. $\$ 500,000$.

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Q. Where is that $\$ 500,000$ now?
A. I don't have it yet.
Q. You don't have it yet?
A. No.
Q. When are you going to get it?
A. Hopefully, this week.
Q. Okay. Is there an escrow company that's going to do that?

Who at Roen investments is going to pay you the $\$ 500,000$ ?
A. Bart Mackay.
Q. Okay. And is he just going to send you a check in the mail?
A. Correct.
Q. Looks like you did a wire out to Roen Investments on April 12, 2013, does it?
A. Yes.
Q. And another one on April 16th.
A. Correct.
Q. And what was the purpose of those payments out?
A. It was part of my capital account.
Q. Of your what?
A. Capital investment to Roen.
Q. Okay. Where did you get those monies?

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A. Erom stock that I sold.
Q. What stock?
A. MJNA.
Q. What is --
A. MJNA is another public company that's on a penny stock exchange that I consulted for for a couple years.
Q. Okay. And what business does MJNA do?
A. They buy and sell companies in the public market.
Q. Okay.
A. They're -- it's -- yeah.
Q. Okay. And with whom do you deal at MJNA?
A. I dealt with Michael Llamas and Michelle Sides. It's Michael Llamas basically.
Q. Where is Michael Llamas located?
A. $\operatorname{San}$ Diego.
Q. How long have you known Michael Llamas?
A. Four years -- three, four years.
Q. How did you meet Michael Llamas?
A. In Las Vegas.
Q. Under what circumstance?
A. I was building a dispensary that I never opened.
Q. What kind of dispensary?

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A. Medical marijuana. As you know, it's legal in the State of Nevada.
Q. No, that's fine.
A. And I was building a dispensary and he came in and wanted to buy it.
Q. Did he?
A. Well, no. We decided -- no, he decided against it.

At one time there were 97 dispensaries open in Las Vegas. And then, as you know, they turned the heat up and started busting them all, and I refused to get into that.

So I never opened the doors, nor did he decide to buy it because of the increased -increased -- how do I put it?
Q. Attention?
A. Yes. Thank you. Thank you very much. Increased attention by the Metropolitan Police Department.
Q. Okay.
A. So I decided to walk away.
Q. I'm sorry. I don't usually mean to finish a deponent's answer.
A. No. I had a -- excuse the language -brain fart. I couldn't think of the word. I

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apologize.
Q. Okay. Let's see here. What was the -when you wired a million dollars to Roen, what was the purpose of that?
A. It was a loan.
Q. You loaned it to Roen?
A. Yes.
Q. So Roen owes you money?
A. Roen owes me -- well, not me any longer. I sold out, but there was a note for $\$ 2.6$ million, unsecured note.
Q. Okay. And you cashed out for half a million dollars?
A. Correct.
Q. Why would you do that?
A. It's from CannaVest, which is an unsecured entity. I don't -- I feel a little weakness there in CannaVest. And, first of all, it was a ten-year loan and I need the cash.
Q. Okay. When you say it was CannaVest, I don't understand.
A. The money --
Q. Well, let me finish my question. Okay?
A. I'm sorry.
Q. And maybe my question will be a stupid one,

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but that's the way it works.
What is the relationship, first off,
between CannaVest and Roen, No. 1?
A. Answer it?
Q. Yes.
A. There is no relationship. It just simply
loaned money to it.
Q. CannaVest loaned money to Roen?
A. Correct -- no. The opposite. I'm sorry.
Q. Roen loaned money to CannaVest?
A. Yes.
Q. Okay. And you loaned money to Roen; is
that right?
A. Correct.
Q. Okay. So you loaned money to Roen to loan
to CannaVest; is that what you're telling me?
A. Correct.
Q. And you loaned $\$ 2$ million?
A. $\$ 2.6$ million.
Q. $\$ 2.6$ million to Roen to be loaned to CannaVest?
A. Correct. To be --
Q. Tell me how you cashed out of Roen for a half a million dollars.
A. Well, the note is a ten-year note. It's an

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unsecured note. Roen also owes a $\$ 3.4$ million loan. Roen is in pretty big debt.

I don't know where Roen is going. I don't know where Cannavest is going. Bart Mackay made me an offer. He knows I need cash.

I'm dealing with BofA right now. BofA is going to have a $\$ 22$ million judgement against me in the next two weeks or so.
Q. Okay. What is --
A. Over Emerald Suites.
Q. Maybe that's why $I$ was talking about BofA all the time.
A. Probably so.

MF. MUIJE: Ever represent BofA?
MR. HAWLEY: No, I did not.
(Thereupon, an off-the-record discussion was had.)
THE WITNESS: I am currently dealing with BofA to, hopefully, buy that $\$ 22$ million judgement very cheap. I needed the cash.

BY MR. HAWLEY:
Q. So you want to buy the BofA $\$ 22$ million judgement?
A. Correct.
Q. And what money are you going to use to buy that judgement?

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A. Hopefully, the money that I'm getting off the sale of my Roen interest.
Q. The sale of your Roen interest is a half a million dollars?
A. Correct.
Q. So you want to pay BofA a half a million dollars for their $\$ 22$ million judgement; is that correct?
A. I want to pay them less than that.
Q. Okay. But you don't want to pay Far West Industries on the judgement that is now $\$ 20$ million?
A. There was never any conversation about settlement.
Q. Okay.
A. They want to take the half million dollars, we'll talk.
Q. Is BofA going to take your half million dollars?
A. I don't know.
Q. Okay. Who is representing BofA?
A. I don't know. I know who is representing me.
Q. Who is representing you?
A. Terry Coffing.
Q. Is the BofA judgement a fraud judgement?

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A. No.
Q. Is it a judgement that can be discharged in bankruptcy, or have you been advised?
A. Correct, it can be.
Q. Okay. Have you been advised about the dischargeability of this particular judgement that Far West Industries has obtained?

I don't want to violate any attorney/client privileges.

MR. MUIJE: You can answer whether or not you've consulted counsel regarding that issue. I don't want any discussion regarding what the discussions were, but you can say yes or no.

THE WITNESS: Yes.
By MR. HAWLEY:
Q. Okay. Do you know have any bank accounts at Comerica Bank?
A. Currently no.
Q. Did Comerica Bank ask you to close an account in August of 2013?
A. Yes.
Q. Okay. Why did they ask you to do that?
A. No idea.
Q. All right. Is that the same kind of a letter that you received from US bank?
A. Yes, sir.
Q. Okay. It looks like from that particular bank account you had a $\$ 700,000$ wire out to Roen Investments in July of 2013; is that correct?
A. I have no idea. You're looking at the document, not me.

MR. HAWLEY: Bring it up, 9-1181.
BY MR. HAWLEY:
Q. Do you see it?
A. Yes, sir.
Q. You also had a wire out to CannaVest for $\$ 300,000$ ? That was 1180 .
A. Yes, sir.
Q. What was the purpose of that wire out?
A. I don't know. Probably a loan.
Q. To CannaVest?
A. I guess. I don't recall.
Q. Well, does CannaVest owe you money?
A. No.
Q. What was the purpose of the wire out to Roen for $\$ 700,000$ ?
A. A loan.
Q. Does Roen still owe you money?
A. No.
Q. Okay. How did they retire that debt?
A. They haven't retired it. The debt is still there. And it's owned by Bart Mackay now.
Q. Okay. And when did you sell the debt to Mackay?
A. Two weeks -- ten days ago, two weeks ago. The 14th or 15 th maybe.
Q. Is Roen making payments on that?
A. I don't know.
Q. Were they making payments on it before you sold it?
A. Interest payments to me.
Q. Okay. How much were those interest payments?
A. Four percent interest, whatever that is.

The note is a ten-year note. That's the reason why it was useless to me.
Q. Then you had a wire out to Roen on August 8 th of 2013, isn't that correct, for $\$ 300,000$ ?
A. You're looking at the document. If you say so.

MR. HAWLEY: Pull that up.
By MR. HAWLEY:
Q. Is that correct?
A. Yes.

MR. HAWLEY: Okay. And, for the record, that's 9-1179.

MR. MUIJE: Okay. Thank you.
MR. HAWLEY: Then go to 9-1182, please.
BY MR. HAWLEY:
Q. Looks like in July 1st of this year you had a wire in from Alpine Securities in the amount of $\$ 400,000$; is that correct?
A. That's what the document states, yes.
Q. What was that $\$ 400,000$ for?
A. Stock.
Q. What stock?
A. Stock I received from MJNA for being a consultant for two years.

MR. HAWLEY: I think this a good time to break for Iunch.
(Thereupon, a lunch break was taken.) BY MR. HAWLEY:
Q. All right. I gather from our discussion earlier this morning that Mr. Muije has deposed you in the past?
A. Correct.
Q. On how many occasions?
A. Once I think.
Q. Okay. And tell me what that occasion was

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about.
MR. MUIJE: You're allowed.
THE WITNESS: That was -- in 2000 when I
filed bankruptcy protection for the casino, Mr. Muije represented one of the creditors.

BY MR. HAWLEY:
Q. Okay. That was the last time you saw him before retaining him in this matter?
A. I think so.

MR. MUIUE: I'm thinking we might have seen each other across a room at some social function, but professionally that was the last time. BY MR. HAWLEY:
Q. All right. I have to ask, are you thinking about getting any neuropsychological testing for your memory?
A. No.
Q. Have you consulted a doctor about it?
A. No.
Q. Okay. Do you have any ownership or membership interest currently in any corporations or LLCs or partnerships or anything of that nature, any business entity?
A. Explain that one more time.

MR. HAWLEY: Can you read that back.

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(Thereupon, the requested portion was read back.)
THE WITNESS: Again, at the peak of my profession, I had probably 20 LLCs that I was partners in, partnerships, LLCs, this or that. I believe they're all history.

I may have one or two percent of something here or there that the bank has not taken over or their partners haven't diluted yet or something like that that I don't know about.

So I can't answer that question. BY MR. HANLEY:
Q. Okay. Do you have any entities in which you participate solely as an investor?
A. Again, I have numerous investments. I would invest as an individual, invest as an mic. We're talking, you know, years ago.

So it's basically the same answer as I just answered prior.
Q. Okay. Do you still maintain an account with Alpine Securities?
A. No.
Q. When did you close that again?
A. A while ago. A month ago maybe.
Q. Why did you close it?
A. There was no stock.

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Q. What?
A. There was nothing left to sell. The stock was gone.
Q. Okay. Who was your broker with Alpine Securities?
A. Randy -- I can get you that answer tomorrow.

THE WITNESS: Can I do that?
MR. MUIJE: Yes, you may.
BY MR. HAWLEY:
Q. The Alpine Securities account, what was the high-water mark as far as value of that account and what year was that?
A. I'm sorry?
Q. The Alpine Securities account, what was the high-water mark in terms of that value for that account and when did that occur?
A. Well, it had at one time 37 million shares of stock that I earned.
Q. Okay. I'm talking about cash value.

What was the cash value of it?
A. Five million, depending upon the price of the stock. It went from $\$ 0.08$ to $\$ 0.30$. It's is a penny stock. It varied.
Q. Okay. And when was the high-water mark for

## the Alpine Securities account?

A. I'd say four months ago, five months ago.
Q. So $\$ 5$ million dollars roughly?
A. Five and a half, maybe six. Like today, I have no idea what the stock is today. It was $\$ 0.11$ yesterday. It was $\$ 0.38$ a month ago or three weeks ago, something like that.
Q. When you got out of Alpine Securities, how much was the stock worth?
A. About $\$ 0.12$ a share.
Q. And translate that into an aggregate.
A. About $\$ 6$ million.
Q. Did you cash out?
A. Yes.
Q. What did you do with that $\$ 6$ million?
A. Faid bills.
Q. What bills?
A. Paid off some debts that I had.
Q. What bills?
A. Just personal bills. Gave 2.6-- loaned $\$ 2.6$ million to Roen Ventures.
Q. And Roen then loaned that to --
A. Cannavest.
Q. -- CannaVest?
A. Um-hmm.
Q. Okay. And then you sold out for a half million dollars?
A. Sold out, yes.
Q. So you turned $\$ 5$ million into a half million dollars; is that correct?

MR. MUIJE: Objection, argumentative. You're allowed to answer.

THE WITNESS: No. It's not the way I look at $\frac{1}{i} t$. BY MR. HAWLEY:
Q. How do you look at it?
A. Well, the Roen debt, I felt the Roen investment $I$ felt was a good investment and I would have kept it if this BofA dion't come up. I was under the impression that -- and I was told that $A B$ 273 -- you know what that is; correct?
Q. Yes -- well, I have a passing familiarity. Let's put it that way.
A. Okay. Well, that was going to relieve me of all my debt from BofA. I was told --
Q. Your deficiency?
A. Deficiency.

Boff paid zero for my two Emerald Suites Agate Las Vegas Boulevard and Cameron.

When BofA bought First Repubilc four or

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five years ago, whenever it was, I have no idea when it was, there's a statute, 273, that states you cannot collect on something that you paid zero for.

Unfortunately, I just found out three weeks ago, two weeks ago from Terry Coffing, the ruling came down from the Supreme court and that's true, but my sale date missed it by three weeks.

So if my sale date of my deficient properties was three weeks prior, I would not owe BofA a penny.

So, therefore, I sat with Terry. He is
dealing with BofA right now, and $I$ think we can buy out of it. That's the reason I needed the money.

I tried getting more. Wouldn't happen.
Bart knew my situation. It's a ten-year loan. He's a tough businessman.
Q. The half million dollars that is coming and is going to be mailed, will that be mailed to your personal address?
A. I don't know where he mailed it, personal or the office, one of the two.
Q. Okay. What's the name of the outfit paying the half million?

Is that Roen?
A. I don't know what entity he's writing it
out of. It's not Roen. Roen has the debt. I don't know what entity. I believe it's just his name. I'm not sure.
Q. And where is Bart located?
A. Somewhere up in Utah.
Q. Did you borrow money from someone named

Mahoney in 2012?
A. Yes. Jim Mahoney.
Q. Who is he?
A. Jim Mahoney is -- has a company in San

Diego. He is in the stock business.
Q. And what company does he have in San Diego?
A. Equititrend.
Q. Equititrend?
A. Um-hrm.
Q. What does Equititrend do?
A. He deals in penny stocks.
Q. We've been talking a lot about a penny stock that fluctuates wildly in value.

What's the name of that company?
A. Medical Marijuana, Incorporated.
Q. That's right. That's right.

And how much did you borrow from
Mr. Mahoney?
A. I know there were a couple of loans. I

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believe there was one -- again, I'm guessing here.
Should I not guess?
Q. I want you to estimate.
A. Estimate?
Q. Sure. Your best estimate.
A. There are two loans, I believe: One, I owe personally for about 80 or 90,000 . The second one he loaned some money to Roen Ventures.
Q. When?
A. Maybe a year ago, nine months ago.
Q. Okay. And how much was that for?
A. $\$ 3.4$ million.
Q. Okay. So all together -- okay. Are payments being made on that loan?
A. I don't know if Mr. Llamas is making interest payments or not. I don't know the term of the loan.
Q. Okay. What about the term of your personal loan?
A. I forget that one.
Q. Are you making payments on it?
A. No.
Q. Have you ever made payments on it?
A. I don't remember. I may have made one payment. I'm not sure.
Q. Is Mr. Mahoney pursuing you for payments?
A. Not at this time.
Q. Is he asking, hey, are you going to pay?
A. He's aware of what's going on financially with me. And, again, Jim has done very, very well through MJNA and his company. So I think he's backing off right now, shall I put it.
Q. Okay. What is Stix Pix, Inc., S-T-I-X $\mathrm{P}-\mathrm{I}-\mathrm{X}$, Inc.?
A. I don't know.
Q. Do you owe them money?
A. Not that I'm aware, unless that's an entity or something from Jim Mahoney.
Q. Do they owe you money?
A. I don't know.
Q. Okay. What is Vanilla Sky SA, it's out of Panama?
A. I don't know.
Q. Do you owe them money?
A. No. I owe Jim Mahoney money. That may $B E$ one of his ILCs. I'm not sure.
Q. Does Vanilla Sky owe you money?
A. No.
Q. Again, how much did you personally borrow from Mr. Mahoney?

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A. Again?
Q. Yes.
A. 80 to 990,000 I beineve.
Q. Looks like there's a $\$ 450,000$ loan in June of 2012?
A. I told you I was guessing. I made that clear I was guessing.
Q. Okay. Is there any written agreement for that loan for Jim Mahoney, the $\$ 80,000$ loan?
A. The $\$ 80,000$ loan?
Q. Yes.
A. I believe so, yes.
Q. Okay. Was that produced?
A. I believe it was in those boxes, yes.
Q. Okay. So it's my understanding now that you don't own any shares currently in Medical Marijuana, Inc.; is that right or not?
A. Correct.
Q. Okay. And you originally purchased $\$ 37$ million worth of shares in them though, didn't you?
A. What's that?
Q. Didn't you originally get 37 million shares of Medical Marijuana, Inc.?
A. I did not purchase these shares.

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Q. How did you get them?
A. As stated earlier, I was a consultant for them.
Q. That's right.
A. I never wrote a penny for shares.
Q. Okay. And you indicated that you sold out of Roen Ventures for a half million dollars; is that right?
A. True.
Q. When was Roen formed?
A. Sometime in 2012, I believe.
Q. Okay. And with whom did you form it?
A. Michael IIamas.
Q. That's it?
A. Correct.
Q. What was the purpose of that entity?
A. For investments.
Q. What kind of investments? Marijuana?
A. Any investments that made sense. If it was marijuana, it was marijuana.
Q. How much money did you have in 2012 when you formed Roen?
A. No idea.
Q. How much money did you put into Roen in the beginning to capitalize it?
A. I think a hundred dollars to start off. I'm not sure. Again, I'd be guessing.
Q. So your total capital contribution was somewhere in the neighborhood of a hundred dollars?
A. I can't answer that. Don't forget, I got a 2.6 loan against it -- or had, I should say. I don't know what the capital investment was in the beginning.
Q. Looks like you made four payments to Roen Investments.

In April this year, it looks like you paid them $\$ 1,061,000$; is that correct?
A. I believe that's what we saw earlier.
Q. Yes.

And, again, what was that for?
A. A loan.
Q. Okay. And then on April 11th, you -- that was the other part of the 2.6 , right, another million dollars?
A. If that's what the record states.
Q. Okay. In July of this year, July 8 th, it looks like you paid $\$ 700,000$ to Roen Investments.

Do you know what that was for?
A. No idea. Obviously, you're going to show me.

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Q. And then in August of 2013, you paid $\$ 800,000$-- $\$ 300,000$ to Roen Investments.

Do you know what that was for?
A. Same answer.
Q. But the bottom line is you paid $\$ 3$ million to Roen Investments and you cashed out for a half million dollars?
A. I cashed out for half a million dollars of cash compared to a ten-year unsecured note that I do not know if it's going to be worth a penny at the end of ten years.
Q. Okay. Do you have any loans outstanding to Roen that they owe you money on?
A. Do I have loans outstanding to Roen?
Q. Yes.
A. The only Roen note was the 2.6 to me, which I no longer own.
Q. Okay. Have you made loans to Michael Llamas?
A. I don't believe so. I could be wrong.
Q. Is he now the sole owner of Roen or is there another owner?
A. Bart Mackay took my position in Roen. So now it's Mr. Llamas and Mr. Mackay.
Q. Got you.

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And did Bart Mackay pay for his interest in
Roen?
A. The check is in the mail.
Q. That's the half million?
A. Correct.
Q. Is Bart Mackay also an owner of CannaVest?
A. Bart Mackay owns a lot of stock in

Cannavest, yes.
Q. Okay. But you have no ownership interest in CannaVest; is that correct?
A. I have zero ownership interest. I have an option as being -- as running it for 500,000 shares at $\$ 0.68$ a share.
Q. Okay. How did you go from real estate development into the medical marijuana sphere? That's an interesting transition.

Tell me how it happened.
A. Well, I believe every developer in Las Vegas was looking for another occupation when this recession hit, if I'm not mistaken. I can go interview my friends, and every one of them was looking for a new occupation. The party was over.

So, fortunately, I met Mr. Ilamas through my dispensary that I never opened up. I met him. We started talking. He is well diversed [sic] in
the industry, he's been in it, and I was fortunate enough to hook up with him.
Q. Okay. But how did you hit upon medical marijuana? There's a lot out there.

And I'm not criticizing by any means.
Okay?
A. I hope not.
Q. But it's an interesting transition and I'm wondering how that transition occurred.

It wasn't only Mr. Llamas, was it?
A. Ask me that same question in five years when it's the biggest industry out there, when it makes prohibition look like nothing, when it makes the computer age look like nothing.

Marijuana is going to be the biggest industry in five years that you can deal with it. And if you're intelligent, you would get in on it.
Q. Fair enough?
A. That's my opinion. I could be wrong. I'm fortunate to be in it.

I know right now -- and this is getting off the track, but I want to give you a little education.

THE WITNESS: NO?
MR. MUIJE: That's going far afield, I

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think.
THE WITNESS: Well, it's something that's worth saying.

MR. MUIJE: It's worth saying off the record later. If you want to sell him a stock, that's great.

THE WITNESS: Let me tell you off the record.

MR. HAWLEY: We can go off the record.
MR. MUIUE: We can go off the record for a moment.
(Thereupon, an off-the-record discussion was had.) BY MR. HAVLEY:
Q. Okay. When did your involvement with Cannavest begin?
A. Well, Bart Mackay worked for MJNA as a consultant and an attorney. I met him there. So it began when I was involved with MJNA two or three years ago.
Q. Okay. And what account is your salary from CannaVest deposited into?

MR. MUIJE: Asked and answered.
You can answer it again.
THE WITNESS: I Either give the check to my wife to put in the household account or I did put in

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the BofA -- Bank of America -- you got me saying Boff now -- the Bank of America account.

BY MR. HAWLEY:
Q. It's my powers of persuasion.
A. That's okay.
Q. We talked about $\$ 300,000$ you paid to CannaVest last August, didn't we?
A. I don't remember that. You mentioned it.
Q. What was the purpose of that?
A. I don't know.
Q. Why did you pay CannaVest $\$ 300,000$ ?
A. I don't remember.
Q. Where did you get that money?
A. Probably off my stock sales. It's the only source I've had.
Q. Does Roen Ventures own any part of CannaVest?
A. Roen Ventures has the option to either get paid back from CannaVest or to roll its interest over in shares -- its loan over in shares.

I have no idea what Mike and Bart are going to do.
Q. When does that option become due or when can that be exercised?
A. I think they have six months, I believe.

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Q. From today?
A. From a couple months ago. Again, I'm just guessing, which isn't good.
Q. What is Phytosphere?
A. Phytosphere was a subsidiary of MJNA.
Q. What does PhytoSphere do?
A. PhytoSPHERE had the relationship with the farmers to import the legal hemp and cannabinoids.
Q. Okay. Looks like you paid $\$ 135,000$ to PhytoSPHERE in 2012; is that correct?
A. Who is me?
Q. That would be you personally.
A. Oh. I don't recall.
Q. Do you hold any shares in PhytoSPHERE?
A. No. Again, Phytosphere was or is a subsidiary of MJNA. I hold no shares in MJNA.
Q. You hold no shares?
A. Currently?
Q. Yes.
A. I have no shares of MJNA.
Q. Did you have shares of MJNA?
A. Yes.
Q. When?
A. Up until I sold them to Alpine.
Q. Okay. Do you hold shares in any

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corporation at this time?
A. I don't believe so. I have the options, as I've said five times, in Cannavest, which I've not elected to opt. But I don't believe the -- I believe the answer is no.
Q. Okay. If you did pay $\$ 135,000$ to PhytoSPHERE in 2012, where would you have obtained that money?
A. What? I'm sorry.
Q. Where would you have obtained that money? Where would you have gotten it?
A. Either from shares of stock -- I'm guessing here -- or the loan from Jim Mahoney -- that's what I've been living on -- or monies from Mr. Sifen.

I don't know. Those have been my sources.
Q. Okay. What about Kannalife, what is that?
A. KannaLife is a company --
Q. That's $\mathrm{K}-\mathrm{A}-\mathrm{N}-\mathrm{N}-\mathrm{A}-\mathrm{L}-\mathrm{I}-\mathrm{E}-\mathrm{E}$. I'm sorry. I'm sorry, sir.
A. That's okay.

And for your information, CannaVest is
$\mathrm{C}-\mathrm{A}-\mathrm{N}-\mathrm{N}-\mathrm{A}$. KannaLIfe is $\mathrm{K}-\mathrm{A}-\mathrm{N}-\mathrm{N}-\mathrm{A}$.
Have I confused you yet?
Kannalife is a company that's in the same space as medical marijuana. They have a couple
patents that they're working on that are very strong patents for products and things to do in the
marijuana field. Cannavest invested. MJNA invested in Kannatife and so did Cannavest.
Q. Okay. Do you have any ownership interest in Kannalufe?
A. None whatsoever.
Q. No shares at all?
A. None whatsoever.
Q. Okay. And do you work for Kannallfe in any capacity?
A. I'm on their board of directors.
Q. Do you get compensated for being on their board of directors?
A. No.
Q. How did you get to be on their board?
A. Well, because Cannavest has a $\$ 750,000$ investment in Kannamife, and I told them I want to know what's going on in the company.

When Cannavest -- when the board of directors decided to invest in Kannalfe, they said, we want you on the board to basically baby-sit.
Q. Okay. But a member of the board is the only position you hold with KannaLIfe?

In other words, you're not an officer or
director or anything like that?
A. No, sir.
Q. Okay. Where are the shares of Kannalife physically located in the Cannavest realm?

Are there physical shares?
A. Physical shares for the $\$ 750,000$ that's been invested and they're held by the corporate attorney for Kannalife, John Cleary out of Procopio in San Diego.

MR. HANLEY: This would be a good time to break.
(Thereupon, a break was taken.)
BY MR. HAWIEY:
Q. Okay. Your present home on Red Arrow, does that have a mortgage on it?
A. Yes.
Q. How much is that mortgage for?

Well, what's the current balance?
A. I have a first and a second.
Q. Okay.
A. The first I believe it's a million two. The second is 250, I believe --- 250 or 500 , one of the two.
Q. What's the value of the house?
A. Maybe a million six, million five, maybe.

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Q. What do you drive?
A. 2005 Mercedes.
Q. Do you own it?
A. Yes, sir.
Q. Free and clear?
A. There's a $\$ 25,000$ loan against it to a friend of mine about three or four years ago.
Q. What's the balance on that loan?
A. $\$ 25,000$ plus interest.
Q. You haven't made any payments?
A. No.
Q. Who is the friend?
A. Tracy Ciccarelli (phonetic).
Q. Who is Tracy Ciccarelli?
A. A friend.
Q. How long have you known her?
A. Ten years.
Q. What is the car worth?
A. Maybe $\$ 35,000$. It's eight years old.
Q. Okay. Does your wife have a car?
A. My wife leases a Jaguar.
Q. And does the Mona Family Trust own any vehicles?
A. I don't think so.
Q. Okay. And you said that the Red Arrow home
is the only real property that the Mona Family Trust owns?
A. I believe so, yes.
Q. Does the Mona Family Trust have any interest in any LLCs or corporations that you know of?
A. If they did, again, it goes back to my answer three or four times. When I invested years ago in all these companies, I would invest either through an LIC, sometimes through -- couple times through Mona Family Trust, this or that. So there may be.

But, again, if it does, I believe it's very, very minimal, if there is any.
Q. Okay. And other than the credit card you showed me earlier -- that was a Capital One account; right?
A. Capital One.
Q. Do you have any other credit cards in your wallet?
A. No.
Q. When Mr. Llamas got into Roen, how much did he put?
A. I'm sorry. I couldn't hear you.
Q. I'm sorry. I --
A. Yes.
Q. When Mx. Llamas got into Roen, how much of a capital contribution did he make?
A. I believe his investment is up to maybe a million five right now. From what $I$ understand, Bart is making him put more funds in as we speak to balance out the capital account.

Again, I'm not involved in that. It's
Mr. Llamas and Mr. Mackay.
Q. What is Mai Dun, M-A-I D-U-N, Limited?

What is that?
A. That is one of Bart's numerous LICs.
Q. What is its business?
A. Bart.
Q. Mai Dun. What is that?
A. I have no idea.
Q. Okay. Something keeps showing up on your tax returns called Stranger Than Fiction, LLC?
A. Yes.
Q. You initially bought in for $\$ 75,000$ ?
A. Yes.
Q. What is that?

MR. MUIJE: It's stranger than fiction.
BY MR. HAWLEY:
Q. Let's hear it then.

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A. That is an LLC that my wife invested in about five or sik years ago. From what I understand -- I do know the gentleman; I forget his name -- he was going to do a book on a high profile individual in Las Vegas and it never went through.

So Stranger Than Fiction is another loser.
Q. Okay. Who was the high profile individual?
A. I'm trying to think of his name.
Q. With that title, there's more than a few that it could be.
A. I forget his name. But it never went through. That was one I told my wife not to do and she did it.

I can't complain because of the 20 she told me not to do that I did, she's way ahead of me in the right department. So I really can't complain about that one to her.
Q. Then I see a Hamid/Richie throughout the records.

## What is that?

A. Two friends of mine that I invested in -- I was in probably four or five of their investment deals. There was an investment deal here, an investment deal in Arizona, an investment deal in Laughlin that all of them fell through, bankrupt or

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dried up or no value in them.
Q. Okay. And when did you do those deals with those people?
A. Over the last six, seven years.
Q. Okay. When was the last one?
A. No idea. Long time ago when I had money.
Q. When one was the last one?
A. I have no idea.
Q. Okay. Do you still own a property in North Las Vegas?
A. I can't hear you.
Q. Do you still own a property in North Las Vegas?
A. Which property?
Q. What is the address here?
A. What's the title.
Q. The cross-streets are Clayton and Coralie, C-O-R-A-L-I-E .
A. I believe that was 20 acres that I -- was it Speedway property?
Q. It's 4.86 acres.
A. Oh, no. That's lost. That was a five-acre parcel. I believe I was partners with Hamid and Richie on that one. That's gone.

> There's also a Speedway project that's

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gone.
Q. Tell me about that Speedway project.

Where was that?
A. Somewhere down near the Speedway, 20 acres that I bought that foreclosed on.
Q. When was that?
A. Over the last three, four years, five years.
Q. Okay. What about Dogtown Road in Coulterville, California?
A. Dogtown Road? That was an investment that Roen made in a piece of property up in Northern California.
Q. Okay. What was that investment for?
A. For hopefully making money.
Q. What were you going to do to make money?
A. It was one those investments that you buy that hopefully is going to make money in the next few years. It's vacant land.
Q. Do you still own that?
A. I don't know if Roen still owns it or not. I believe they sold part of it, Roen Ventures.
Q. When?
A. Last month.
Q. Do you know how much they made on it?
A. Like $\$ 5,000$. I believe Roen paid $\$ 160,000$ for it and I believe they sold it for 170 -- I believe again.
Q. Okay. And then we have McCarran Plaza Suites. There was some condemnation litigation. Tell me about that.
A. McCarran Plaza Suite is 18 acres on the corner of Ias Vegas Boulevard and the freeway right there. It's on the southeast corner.

I bought it in 2002, 2003, for I think $\$ 4.8$ million total, and it was worth at one time about $\$ 20$ miliion, a million an acre, maybe a million and a half an acre, and I lost that in bankruptcy.
Q. That was 2000?
A. Oh, no. So I had to buy it prior. You're right. I believe I bought it '99. I lost it in bankruptcy, yes.
Q. Okay.
A. Another horror store.
Q. What about Rio Grande Falls Avenue in Las Vegas?
A. Rio Grande? I believe that was a house that I bought and fixed up and sold.

## Q. Okay.

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A. There were like three or four of those.
Q. Would it would be the same I guess for Aloe Springs?
A. Probably so, yes. Single-family dwellings.
Q. Yes.

Do you own any rental properties?
A. No.

MR. HAWLEY: Okay. Are we done?
I think that we're done.
MR. MUIJE: Totally?
MR. HAWLEY: I think that we are.
(Proceedings concluded at 1:39 p.m.)

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I, MICHAEL J. MONA, JR., deponent herein, do hereby certify and declare the within and foregoing transcription to be my judgment debtor examination in said action; under penalty of perjury; that I have read, corrected and do hereby affix my signature to said judgment debtor examination.

MICHAEL J. MONA, JR., Deponent

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CERTIEICATE OF REPORTER
STATE OF NEVADA ;
) $\mathrm{SS}:$
COUNTY OF CLARK )
I, Jackie Jennelle, a Certified Court
Reporter, in and for the State of Nevada, do hereby certify: That I reported the judgment debtor examination of MICHAEL J. MONA, JR., commencing on MONDAY, NOVEMBER 25, 2013, at 10:00 a.m.

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

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

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

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JACKIE JENNELLE, RPR, CCR #809
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## IN THE SUPREME COURT OF THE STATE OF NEVADA

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

Petitioners,
v .
THE EIGHTH JUDCIAL 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.

## SUPREME COURT NO. 68434

Electronically Filed
Oct 012015 11:32 a.m.
District Court Case Noraciel太-GITR
Dept. No.:

## SUPPLEMENTAL APPENDIX TO REAL PARTY IN INTEREST'S ANSWERING BRIEF

Volume 1 of 4
Pages 0980-0997
F. THOMAS EDWARDS, ESQ.

Nevada Bar No. 9549
RACHEL E. DONN, ESQ.
Nevada Bar No. 10568
ANDREA M. GANDARA, ESQ.
Nevada Bar No. 12580
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Attorneys for Real Party in Interest
Far West Industries

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| 2 | Order for Appearance of <br> Judgment Debtors | January 30, 2013 | 1 | $0008-$ <br> 0015 |
| 3 | Transcript of Judgment <br> Debtor Examination of <br> Michael J. Mona, Jr. | November 25, 2013 | 1 | $0016-$ <br> 0160 |
| 4 | Order for Examination of <br> Judgment Debtor Michael J. <br> Mona, Jr., Individually, and <br> as Trustee of the Mona <br> Family Trust Dated February <br> 12, 2001 | May 13, 2015 | 1 | $0161-$ <br> 0169 |
| 5 | Order for Examination of <br> Rhonda Mona as Trustee of <br> Judgment Debtor The Mona <br> Family Trust Dated February <br> 12, 2001 | May 13, 2015 | 1 | $0170-$ <br> 0178 |
| 6 | Transcript of Judgment <br> Debtor Examination of <br> Rhonda Mona (erroneously <br> named on its face as <br> "Deposition of Rhonda <br> Mona") | June 26, 2015 | 2 | $0179-$ <br> 0497 |
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| 8 | First Amended Complaint , <br> Far West Industries, etc. vs. <br> Michael J. Mona, Jr., etc., et | September 16, 2015 | 4 | $0980-$ <br> 0997 <br> al., Eighth Judicial District <br> Court Case No. A-15- <br> $724490-C$ |

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| 8 | First Amended Complaint; <br> Far West Industries, etc. vs. <br> Michael J. Mona, Jr., etc., et | September 16, 2015 | 4 | $0980-$ <br> 0997 <br> al., Eighth Judicial District <br> Court Case No. A-15- <br> 724490-C |

Case No.
(Assigned by Clerk's Office)

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

II. Nature of Controversy (Please check applicable bold category and

Arbitration Requested applicable subcategory, if appropriate)

Civil Cases

\begin{tabular}{|c|c|c|}
\hline \multicolumn{3}{|c|}{Civil Cases} <br>
\hline Real Property \& \multicolumn{2}{|r|}{Torts} <br>
\hline $\square$ Landlord/Tenant
$\square$ Unlawful Delainer
$\square$ Title to Property
$\square$ Foreclosure
$\square$ Liens
$\square$ Quiet Titte
$\square$ Specific Performance
$\square$ Condernnation/Eminent Domain
$\square$ Other Real Property
$\square$ Partition
$\square$ Planning/Zoning \& Negligence
Negligence - Auto
Negligence - Medical/Dental
Negligence - Premises Linbility (Slip/Fall)

Negligence - Other \& \begin{tabular}{l}

```
\(\square\) Product Lisbility
\(\square\) Product Liability/Motor Vehicle
```

<br>

```Other Tors/Product Linbility
```

<br>

```Torts/Defamation (Libe//Slander)
```

<br>

```Interfere with Contract Rights \\
\(\square\) Employment Torts (Wrongiul Iemination) \\
\(\square\) Other Torts
```

<br>

```Anti-trust
```

<br>

```Froud/Misrepresentation
```

<br>

```Insurance
```

<br>

```Legal Tort \\
Un「air Compctition
```

\end{tabular} <br>

\hline Probate \& \multicolumn{2}{|r|}{Other Civil Filing Types} <br>

\hline \begin{tabular}{l}
\(\square\) Summary Administration \\
\(\square\) General Administration \\
\(\square\) Special Administration \\
\(\square\) Set Aside Estates \\
\(\square\) Trust/Conservatorships \\
\(\square\) Individual Trustee
Corporate Trustee
\(\square\) Other Probate
\end{tabular} \&  \& \begin{tabular}{l}
\(\square\) Appeal from Lower Court falso check applicable civil case box)
Transfer from Justice Court
Justice Court Civil Appeal

Other Special Proceeding <br>
O Other Civil Filing
Compromise of Minor's Claim
Conversion of Property
<br>
Damage to Property
Employment Securily

<br>
Enforcement of Judgment <br>
Foreign Judgment - Civil
Other Personal Property
Recovery of Properly
Stockholder Suit
Other Civil Manters
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\hline
\end{tabular}

III. Business Court Requested (Pleasc check applicable calegory; for Clark or IVashoe Courties onty.)


## FORJ

John R. Hawley

Nevada Bar No. 001545<br>GAROFALO \& BLAKE<br>7575 Vegas Drive, Suite 150<br>Las Vegas, Nevada 89128<br>(702) 880-9750<br>Fax; (702) 314-1210<br>jhawley@leelawfirm.com

GLERK OF THE COURT

Attorneys for Plaintiff

## DISTRICT COURT

## CLARK COUNTY, NEVADA

FAR WEST INDUSTRIES, a California corporation,

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

Defendants.

CASE NO.: A-12-670352-F
IV
APPLICAION OF FOREIGN JUDGMENT

STATE OF NEVADA )
: ss. COUNTY OF CLARK )

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

1. That Affiant is an attorney, duly licensed to practice in the State of Nevada and is a member of the law firm of LEE, HERNADEZ, LANDRUM, GAROFALO \& BLAKE.
2. That Affiant is counsel of record for FAR WEST INDUSTRIES, a California corporation in the instant matter.
3. That the name and last known address of the Judgment Debtors herein are as follows:

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

Michael J. Mona, Jr., as trustee of the Mona Family Trust dated February 21, 2002
2793 Red Arrow Drive
Las Vegas, NV 89135
4. That the name and address of the Judgment Creditor herein is as follows:

Far West Industries, a California corporation 2922 Daimler Street
Santa Ana, CA 89128
5. That the Judgment herein, a duly exemplified copy of which is attached hereto, is valid and enforceable.
6. That no portion of the Judgment herein has been satisfied.

FURTHER Affiant sayeth naught.
DATED this $/ \delta^{\top}$ day of October, 2012.


SUBSCRIBED and SWORN to
before me this $1 \theta$ day of
October, 2012.


## EXEMPLIFICATION CERTIFICATE

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


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


Superior Court of California, County of Riverside

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


Judge of the Superior Court of California County of Riverside

Form No. 334 (1/90; 10/97; 2/99; 3/00; 10/00; 5/01;1/03; 4/03; 6/03)


## SUPERIOR COURT OF THE STATE OF CALIFORNIA

 COUNTY OF RIVERSIDE, RIVERSIDE COURTFAR WEST INDUSTRIES, a Califomia 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.

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 hercby 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 attomey'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



IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the Motion filed on behalf of FWI is hereby GRANTED.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that MICHAEL J. MONA, $\mathbb{R}$, individually, and MCHAEL J. MONA, JR., as Trustee of the Mona Family Trust dated February 21, 2002, appear at Litigation Services, 3770 Howard Hughes Parkway, Suite 300 Las Vegas, Nevada, on the $18^{\text {th }}$ day of February, 2013, at the hour of 10:00 a.m., with regard to the Judgment entered against MCHAEL J. MONA, JR, individually, and MICHAEL J. MONA, JR., as Trustee of the Mona Family Trust dated February 21, 2002, in favor of FWI on January 12, 2010, then and there to answer questions under oath concerning the assets of MICHAEL J. MONA, $J$, individually, and MICHAEL J. MONA, JR., as Trustee of the Mona Family Trust dated February 21, 2002.

MICHAEL J. MONA, JR, individually, and MICHAEL J. MONA, JR., as Trustee of the Mona Family Trust dated February 21, 2002, ARE COMMANDED TO BRING copies of any and all documents outlined in Exhibit "A" attached hereto.

MICHAEL J. MONA, JR, individually, and MICHAEL J. MONA, JR., as Trustee of the Mona Family Trust failure to appear at the time set forth above COULD RESULT IN AN ORDER TO SHOW CAUSE TO BE ISSUED TO EXPLAIN ITS FAILURE TO APPEAR AND TO DISCLOSE ITS ASSETS.

DATED this $\mathcal{F}$ day of January, 2013.


Respectfully submitted by:
LEE, HERNANDEZ, LANDRUM, GAROFALO \& BLAKE, APC

By:


Neva Bar No. 001545
7575 Vegas Drive, Suite 150
Las Vegas, Nevada 89128



Judgment Debtor Exam of MICHAEL J. MONA, JR, individually, and MICHAEL J. MONA, JR., as Trustee of the Mona Family Trust dated February 21, 2002

## LIST OF DOCUMENTS AND THINGS TO BE PRODUCED BY

MICHAEL J. MONA, JR, individually, and MICHAEL J. MONA, JR., as Trustee of the Mona Family Trust dated February 21, 2002, AT DEBTOR'S EXAMINATION. ("You" and "Your" refers herein to MICHAEL J. MONA, JR, individually, and MICHAEL J. MONA, JR, as Trustee of the Mona Family Trust dated February 21, 2002).

1. Any and all Federal Employer Identification Numbers, Sales Tax Numbers, State Tax Numbers and City Tax Numbers.
2. Copies of any and all documents establishing and/or governing the Mona Family Trust dated February 21, 2002, and any amendments thereto.
3. A copy of each document showing your monthly income for the last 6 months.
4. A copy of each of your federal income tax returns with all schedules and any quarterly estimates of income taxes from 2005 through to the present.
5. A copy of each of your state income tax returns with all schedules and any quarterly income taxes from 2005 through to the present.
6. All "1099" forms reflecting income received by you for the last five (5) years.
7. Records of any and all monies received by you whether in the nature of bonuses, reimbursement of expenses, wages or reimbursement of loans for the past five (5) years.
8. Documents reflecting all assets (real, personal or mixed), whether owned by you individually, in any partnership or corporation form or in joint tenancy or in tenancy in common for the past five (5) years.
9. A copy of all documents related to any real assets (land, buildings, and any other commercial or residential real estate) in which you have any interest, as well as any appraisals prepared on such assets. The requested documents specifically include but not limited to all Deeds, Deeds of Trust, Mortgage Applications, Closing Statements, coupon books, statements of account, credit reports, title
insurance policies, and all other information in any way reflecting your involvement with, your ownership of, or your transactions as regards real estate or other property owned by you.
10. A copy of any and all lease(s) which you have signed, including, but not limited to, residential, commercial, and automotive. These leases do not need to be owned by you but can be regarding real estate or other property not owned by you but for which regular monthly lease payments are made.
11. A copy of all statements, and a copy of each check register for each account, for each and every financial institution (including but not limited to all banks, savings and loans, credit unions, and brokerage houses) where you have an account, where you have signature authority on an account, or in which you have held or now hold an interest from January 2005 through to the present.
12. A copy of all bank statements, deposit slips, and canceled checks for all bank, money market accounts which you own or in which you owned any interest whatsoever, or on which you were authorized to draw checks, whether said documents were in your name alone, in the name of another person/entity, or in the name of another and yourself as joint tenants, for the period of three (3) years prior to the date hereof.
13. All savings account passbooks, bank statements and certificates of deposit for any and all accounts, in which you owned any interest whatsoever, or from which you were authorized to make withdrawals, whether said accounts were in your name alone, in the name of any other person, or in your name and another as joint tenants, for the period of five (5) years prior to the date hereof.
14. All records regarding safe deposit boxes and any certificates of stocks and bonds belonging to you or in which you have had any interest direct, indirect, contingent, beneficial, or otherwise, whatsoever either alone or jointly with any other person for five (5) years preceding the date of this Order.
15. All stocks, bonds, debentures or other securities, which you personally own or claim any interest to or had any interest in whether such interest was direct, indirect, contingent, beneficial, or otherwise, either alone or jointly with any other person for five (5) years preceding the date of this Order.
16. All life insurance policies naming you as beneficiary whether direct, indirect, contingent, beneficial, or otherwise, therein.
17. A copy of all certificates of title or any other documents evidencing your ownership with respect to any automobiles, motorcycles, trucks, RVs, ATVs, jet skis, boats, trailers, airplanes, or any other type of vehicle, which you now own, claim any interest in, or regularly derive.
18. All evidence of any and all notes, contracts, negotiable instruments, receivable or accounts receivable whether due or not due belonging to you or in which you have or have had any interest whosoever either alone or jointly with any other person or persons for five (5) years preceding the date of this Order.
19. A list of real property owned by you and, if occupied by Tenants, please state the following:
a. Tenants' names;
b. Tenants ${ }^{3}$ address;
c. amount of monthly rent.
20. Documents relating to evidence of each and every credit card in your name or jointly with another person/entity, together with copies of all statements submitted by said credit companies for the last five (5) years.
21. All fire, burglary, and extended coverage insurance policies now in force upon any real estate or personal property (including copies of insurance inventories) owned by you or in which you have or have had any interest whatsoever either alone or jointly with any other person(s)/entity(ies) for five (5) years preceding the date of this Order.
22. All titles, bills of sale, or contracts of sale upon personal property, including but not limited to, stocks, bonds, memberships, or partnership interests, automobiles, boats, aiplanes, household goods, miscellaneous furniture and fixtures belonging to you or in which you have or have had any interest (direct or indirect, beneficial or otherwise), whatsoever either alone or jointly with any other person or persons for five (5) years preceding the date of this Order.
23. A complete inventory of all items of personal property owned by you, of any nature whatsoever, including automobiles, boats, airplanes, household fixtures, furnishings, and appliances, whether paid for or not. If the personal property is not in your possession and in the possession of another person, designate the name and address of the person having possession of the property.
24. Copies of all financial statements given by you, either individually or jointly with another person or as a corporation, to any third party at any point during the past five (5) years preceding the date of this Order.
25. A statement listing all of your debts and obligations.
26. All automobile or personal property casualty or collision or all risk insurance policies presently owned by you.
27. A copy of all records pertaining to the acquisition, transfer and saje of all securities, in which you have had an interest from at least five (5) years prior to the date hereof to the present.
28. A copy of all evidence of mining claims, patents or development work owned by you or in which you have or have had any interest whatsoever either along or jointly with any other person or persons for at least five (5) years immediately preceding the date of this Order.
29. A copy of all documents which evidence any trademark, trade name, copyright, or patent in which you have or have had an interest.
30. A copy of all general ledgers, accounting journals, financial statements or other financial records prepared or maintained as regards your finances during the last five (5) years.
31. A copy of any/all lawsuits, judgments, etc., which you may be a party to.
32. A copy of all loan applications used for any purpose whatsoever in the last five (5) years.
33. A copy of your current plan and your most recent plan statement or summary plan description for any deferred compensation in which you are a participant.
34. A copy of any and all agreements, of whatever kind, for the use of a safe deposit box, safe or vault or other place of safekeeping.
35. A copy of each and every life insurance or annuity policy in which you hold a beneficial interest.
36. Copies of all your corporate records, including Minutes (for the past 5 years), Stock Transfer Ledgers and other "corporation" records.
37. Copies of any partnership or joint venture agreements and all correspondence related thereto.
38. Copies of all of your business licenses.
39. Copies of any and all contracts to which you are a party entered into within the last five (5) years.
40. All records, which evidence charitable donations of $\$ 100$ or more up to personal "gifis" with a value of more than $\$ 100$ made by you or on your behalf within the last five (5) years.
41. Copies of any and all documents whereby you acquired or disposed of an interest in any business(es) within the last five (5) years.
42. Copies of any employment or consulting contracts to which you are a party.
43. Any notes owed to you.
44. Copy of all accounts receivable documents, both current and for five (S) years prior to the date of this Order.
45. All of your general ledgers, accounting journals, financial statements or other financial records prepared or maintained during the last five (5) years.
46. A copy of each and every document evidencing each and every business in which you have, or had, an interest from 2005 through to the present.
47. A copy of each and every profit and loss statement for each business in which you have, or had, an interest from 2005 through to the present.
48. A copy of each financial statement or credit application prepared by you or on behalf of you and/or any business in which you have, or had, any interest, whether legal or equitable, in the past five (5) years.
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DISTRICT COURT
CLARK COUNTY, NEVADA
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FAR WEST INDUSTRIES, a California) comporation,

Plaintiff,
vs.

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

Defendants.

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JUDGMENT DEBTOR EXAMINATION
                        MICHAEL J. MONA, JR.
            LAS VEGAS, NEVADA
MONDAY, NOVEMBER 25, 2013
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REPORTED BY: JACKIE JENNELLE, RPR, CCR \#809
JOB NO.: 194436

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

APPEARANCES:

For the Plaintiff:

LEE HERNANDEZ LANDRUM GAROEALO \& BLAKE
BY: JOHN R. HAWLEY, ESQ.
7575 Vegas Drive, No. 150
Las Vegas, Nevada 89128
(702) 880-9750

For the Defendant, MICHAEL J. MONA, JR.:
JOHN W. MUIJE \& ASSOCIATES
BY: JOHN W. MUIJE, ESQ.
1320 South Casino Center Boulevard Las Vegas, Nevada 89104
(702) 386-7002

Also Present:

IRA GLASKY

MICHAEL J. MONA, JR. - 11/25/2013

1

LAS VEGAS, NEVADA
MONDAY, NOVEMBER 25, 2013; 10:00 a.m. -000-

Thereupon --
MICHAEL J. MONA, JR.,
was called as a witness, and having been first duly sworn, was examined and testified as follows:

EXAMINATION
BY MR. HAWLEY:
Q. Will you state your name for the record, please.
A. Michael Joseph Mona, Ur.
Q. How do you spell your last name?
A. $\quad \mathrm{M}-\mathrm{O}-\mathrm{N}-\mathrm{A}$.
Q. Mr. Mona, you know we're here for a Judgement Debtor Exam; is that correct?
A. Correct.
Q. Just some housekeeping: This a copy of the domesticated judgement in Nevada that I'll mark as Exhibit A.

MR. HAWLEY: Do you want to look at it, John?

MR. MUIJE: NO.
MR. HAWLEY: We have a copy of an order dated October 7, 2013, regarding a status check.

MICHAEL J. MONA, JR. - 11/25/2013

MR. MUIJE: Let me skim that real quick. I think I wrote it.

MR. HAWLEY: I think you did, too. It was
verbose, so yes.
MR. MUIJE: That's me.
Very good. No objection.
MR. HAWLEY: And that's Exhibit B.
(Exhibit A Application of Foreign Judgement marked.) (Exhibit B Order marked.)

BY MR. HAWLEY:
Q. All right. Mr. Mona, just a little background first.

What's your date of birth?
A. August 2, 1954.
Q. And your place of birth?
A. Camden, New Jersey.
Q. All right. Did you graduate from high school?
A. Valley High School 1972.
Q. In Las Vegas?
A. Yes.
Q. Okay. When did you move to Las Vegas?
A. 1960 .
Q. All right. How was it that you came to move to Las Vegas?
A. My mother and my dad and my three sisters.
Q. Okay. I take it your dad got a job here?
A. Correct.
Q. That's the way most of us got here.
A. Yes.
Q. After graduating from Valley High School in 1972, did you take any college classes?
A. I went to UNLV for six months.
Q. Okay. And what did you take there?
A. Business classes.
Q. Did you get a degree from UNLV?
A. No.
Q. Did you get any post-secondary educational degree?
A. No.
Q. When you left UNLV, what did you do for a living?
A. Went to work.
Q. Where?
A. International Hotel, busboy and room service.
Q. Okay. How long did you do that?
A. Two years.
Q. Okay. And why did you leave the International Hotel?
A. I stayed there for longer than that. Then I got promoted the a waiter. I was there probably three years, four years.
Q. So takes us to 1976?
A. Something like that.

Then I parked cars at the MGM.
Q. The old MGM, now Bally's?
A. Correct, correct.
Q. Okay.
A. Then after that, when $I$ was 21 years old, I was a dealer. I dealt for a couple years.
Q. Where did you deal?
A. Started at the Stardust for about a year. Then I went to the MGM, which was Bally's.
Q. Okay. So that takes us to 1980 or so?
A. Somewhere in that area.
Q. Okay. And you dealt cards at the Stardust and Bally's?
A. I dealt craps.
Q. Craps?
A. Correct.
Q. At both the Stardust and Bally's; is that correct?
A. Yes.
Q. When you left Bally's dealing craps, what

MICHAEI J. MONA, JR. - I1/25/2013
did you do next?
A. Went to work for my brother-in-law, Bob Bigelow, as a laborer in the construction industry.
Q. What kind of construction did Mr. Bigelow do?
A. He was into apartments.
Q. How long did you work for Mr. Bigelow?
A. About ten years.
Q. Up to about 1990 then?
A. I don't know. You have to do the math. I know it was about ten years. I've been on my own for about 27 years, so we can do the math backwards.
Q. So 27 years?
A. Yes.
Q. That takes us back to '93?
A. You're better at math than I am.
Q. I had a high school teacher that told me to warn him of any bridges I might build. So that's why I became a lawyer.

But that said, that takes us to 1993. You started as a laborer in 1993 with Mr. Bigelow.

What did you end up with him?
A. Easically running his company after ten years.
Q. Okay.
A. Assisting him running his company.
Q. What was the focus of that company --
A. Apartment construction.
Q. -- when you left?
A. Apartment construction and management. We would find the parcels, build them through my brother-in-law and manage them. He owned them all.
Q. Is that company still around?
A. You know, I don't know. I've not talked to my brother-in-law in about 20 years. I don't know if he's still around or not.
Q. Fair enough. Fair enough.

Why did you leave Bigelow?
A. Go on my own.
Q. Okay. And when you went on your own, what did you do?
A. Basically the same field, apartments.
Q. What was the name of the company?
A. M\&M Developments at that time.
Q. Okay. And were you CEO of M\&M Development?
A. President correct, CEO.
Q. Any partners?
A. My wife, the bank, the IRS. But no.
Q. All right. And how long did you own M\&M?
A. You know, I'm guessing here now. I don't
want to be -- I know it's not good to guess at these things, but 15 years, maybe 20 years.
Q. What year did M\&M cease to exist?
A. 2000. When I filed bankruptcy, M\&M filed bankruptcy also in 2000.
Q. Okay. And what was the cause of that bankruptcy?
A. Casino -- I applied for a casino license and did not get it.
Q. What casino license were you applying for? What were you trying to do at that time?
A. Sunrise Casino in Boulder Highway.
Q. Why didn't you get the license?
A. Political. I'm just going to leave it at that. Very political.
Q. Have you ever been convicted of a felony?
A. No.
Q. How about a misdemeanor involving moral turpitude?
A. Involving what?
Q. Moral turpitude?

MR. MUIJE: Do you know what that means?
THE WITNESS: NO.
BY MR. HAWLEY:
Q. Fraud, sexual offenses, lying.
A. No.
Q. Okay. After you went bankrupt, did you reincarnate as another company?
A. Mona Co., M-O-N-A C-O.
Q. Okay. And is Mona Co. still around?
A. Yes.
Q. Okay. And what does Mona Co. do?
A. Nothing. It's basically a shell company.

At one time, it was my vehicle to build apartments. It was my development/management venicle.
Q. Okay.
A. Had a general contractor's license and all that.
Q. Okay. Did you ever utilize that general contractor's license?

In other words, did you ever self-perform?
A. Yes.
Q. Okay. And when did Mona Co. stop doing business and become a shell?
A. About four to five years ago.
Q. Okay. And why did that occur?
A. The economy.
Q. Okay. When the economy went down, it went down?
A. Correct.
Q. Okay.
A. It lost its contractor's license because of insufficient funds, lost the bond.
Q. Okay. Have you made any steps to reinvigorate Mona Co.?
A. No.
Q. Since Mona Co. ceased -- I'm sorry. Let me back up. I'm sorry. Go ahead.
A. Go ahead.
Q. No, you.

Okay. Since Mona Co. -- strike that. Did Mona Co. cease doing business when the economy tanked or --
A. It still has an open office on Sahara.
Q. What is the purpose of Mona Co. having an open office on Sahara?
A. No purpose.
Q. Do you have it staffed?
A. One person's there.
Q. Who is that?
A. Karen Epstein.
Q. How long has Karen Epstein been with Mona Co.?
A. Two months, maybe three months. She's new.
Q. What does Karen Epstein do to fill her day
if Mona Co. is not in business?
A. That's a good question.
Q. All right. Do you maintain an office there?
A. Yes.
Q. Are there any other offices maintained there?
A. For myself.
Q. For anyone else?
A. Yes.
Q. Who?
A. A guy named Hamid has an office there. A guy named Ted Sevinsky (phonetic) has an office there. Another guy named Nick Velardo (phonetic) comes in and out.
Q. Do they work for Mona Co.?
A. No.
Q. Are they tenants?
A. No.
Q. What is their status with -- how do they get offices in a Mona Co. suite?
A. Mona Co. shares an office with another company called CannaVest.
Q. CannaVest?
A. Correct.
Q. And you have an interest in Cannavest, don't you?
A. No.
Q. Did you ever have an interest in CannaVest?
A. An interest as far as what?
Q. A financial interest.

Have you ever owned shares, managed, anything?
A. I'm employed by CannaVest.
Q. What do you do CannaVest?
A. I'm the president.
Q. And what is CannaVest's business?
A. CannaVest is a publicly-traded company that is in the cannabinoid business.
Q. Okay. You're talking about marijuana?
A. No. You obviously don't know cannabinoids or CBD.
Q. Okay. You're talking about the active ingredient in marijuana, pharmaceutical?
A. There are about 700 active ingredients in marijuana. Cannabinoid is one of them. There's no -- you do not get high off cannabinoids or CBD. It's purely medical.
Q. Okay. That's fair.

Does Mona Co. own any property?
A. No.
Q. No real property?

No?
A. No.
Q. No personal property?
A. Maybe a couple computers, typewriters, things like that.
Q. How many employees does CannaVest have?
A. Approximately seven -- six or seven.
Q. We know you're the president; right?
A. Right.
Q. What do the other employees do?
A. Scientist, sales, marketing.
Q. Okay. Does Mona Co. generate any income?
A. No.
Q. Does CannaVest generate any income?
A. For the corporation?
Q. Yes.
A. Yes.
Q. Is it profitable?
A. No.
Q. Does it have plans to become profitable?
A. Hopefully. That's our goal.
Q. Okay. And what will its business be according to the plan, when it becomes profitable?

MICHAEL J. MONA, JR. - 11/25/2013
A. I don't understand the question.
Q. How does Cannavest intend to become profitable?

How's that?
A. By selling cannabinoids and CBD in that atmosphere, that market.
Q. Okay. In what market?
A. In the cannabinoid market.
Q. Who buys cannabinoids?
A. Epileptic individuals, people with medical problems, different individuals.
Q. All right. You don't sell to pharmaceutical houses?
A. That is hopefully in our future. As of right now, the answer is no.
Q. You sell to individuals?
A. Correct.
Q. Do you sell through the mail or do you sell in storefronts?
A. CannaVest does not sell. CannaVest hired a company called Hemp Meds, which does all its distribution. CannaVest does not sell itself. CannaVest has the product. Hemp Meds distributes it.
Q. Does Hemp Meds purchase the cannabinoids

## from CannaVest?

A. No. It's given to Hemp Meds, and they get a percentage of the sales.
Q. It's more of a consignment?
A. Correct.
Q. Do you have any interest in Hemp Meds?
A. No, sir.
Q. Have you ever?
A. No, sir.
Q. Do you make any income from Hemp Meds?
A. Do I?
Q. Yes.
A. No.
Q. How much are you paid as president of Cannavest?
A. $\$ 120,000$ a year.
Q. Do you draw any kind of salary or other compensation from Mona Co.?
A. No.
Q. In addition to your salary from CannaVest, do you have any other benefits?

Do you have a car or anything like that? Expense account?
A. CannaVest has an apartment, a loft in San Diego, that I use that Cannavest pays for when I go
back and forth.
Q. And where is that loft?
A. It's 11 -- it's 877 Island Avenue, San

Diego, California.
Q. Is that down by Petco Park?
A. Right by Petco Park.
Q. Okay.
A. You must know San Diego pretty well.
Q. I know parts of it.

All right. Other than the $\$ 120,000$ a year that you get from CannaVest, what other sources of income do you have?
A. None.
Q. Do you trade real estate?

Do you invest in real estate still?
A. I used to.
Q. Do you do it now?
A. No.
Q. When did you stop?
A. When my funds ran out.
Q. When did your funds run out?
A. '08, '09, the great recession when most developers and real estate people went upside down. I was one of the lucky ones.
Q. What's your present address?

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MICHAEL J. MONA, JR. - 11/25/2013
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A. Home?
Q. Yes.
A. 2793 Red Arrow Drive, Las Vegas, Nevada 89135.
Q. How long have you lived at Red Arrow?
A. Twelve years.
Q. Okay.
A. Ten, 11 years, something like that.
Q. Before then, where did you live?
A. I had a house on Notting Hill Gate Court, 301 Notting Hill that we rented. Before that, I lost the house -- no help there -- on soaring Court, 1901 Soaring Court.

Prior to that, I had a house on 221
University Court. Prior to that, I had a house at 801 Greenbrook Street.
Q. What is the Mona Family Trust?
A. It's a my wife and I put together -- I don't know exactly when it was -- years ago.
Q. Does that trust have any assets?
A. I believe the house is a Mona Family Trust, I believe.
Q. Are you the trustee of the Mona Family Trust?
A. I think my wife and I are co-trustees.
Q. So there's no one that would know more about the Mona Family Trust than you and your wife; is that correct?
A. And my lawyer.
Q. Okay. That would be Mr. Muije?
A. No. Mr. Muije did not do the family trust.
Q. Okay. Who is the lawyer?
A. Jeff Burr.
Q. Okay. Did he establish the Mona Family Trust?
A. Yes.
Q. And that was 12 years ago, you said?
A. I would be guessing. I was told not to guess, so, you know, I don't know.
Q. Give me your best estimate though.
A. Ten, 12 years ago, my best guess.
Q. And I guess before we continue, have you ever had your deposition taken before?
A. Yes.
Q. On how many occasions?
A. Three or four.
Q. Okay. When was the last time you had your deposition taken?
A. Roughly eight, ten years ago maybe.
Q. All right. Let me go -- this is really a

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Judgement Debtor Exam, but it has the hallmarks of a deposition, so I'm going to go through my deposition spiel with you to make sure we're on the same page. Okay?
A. Please.
Q. A deposition is a fact-finding process. It's authorized by the Nevada Rules of Civil Procedure.

The oath took is the same oath you would take in a court of law and it requires you to tell the truth.

Do you understand that?
A. Yes.
Q. Even though we're in a very informal setting here today in a conference room, the oath that you took carries with it the same solemnity and penalty of perjury as would attach in a court of law.

You understand that; right?
A. Yes.
Q. The court reporter is taking down everything that is said today. Within a couple of weeks time she will transcribe her notes into a booklet form. You'll be given an opportunity to review that booklet and make any changes you want to

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make to any of your answers. Then sign the booklet under oath before a notary public.

Do you understand that?
A. Yes.
Q. There's two oaths you take essentially: The oath you took now and the oath that you take when you sign the book.

Right?
A. Correct.
Q. As I said, you're going to be able to make any changes that you want to make to any of your answers.

If you make any substantive changes to any of your answers -- if this were an auto case and you changed a red to a green, that would be a substantive change.
A. Repeat that, please.
Q. If this were a car collision case and you changed a red to a green, that would be a substantive change.

If you made a change like that, I could comment on that to the Court at any time and that could affect your credibility.

Do you understand that?
A. Yes.
Q. So the best way for you to avoid that happening, is to make sure that you understand my questions before you answer them.

Is that fair?
A. Correct.
Q. All right. If you answer a question, I'm going to assume that you understood it. Okay?
A. Okay.
Q. Okay. If you don't understand a question, please tell me that you don't understand it. I'm perfectly capable of asking questions that are complete incomprehensible. I don't take offense.
A. Thank you.
Q. So please tell me that you don't understand a question, and I'll rephrase it.
A. Thank you.
Q. All right. We don't want you to guess here. We want you to testify as to your own personal knowledge. That said, I'm entitled to your best estimate.

To illustrate, you could estimate the length of this conference table; is that correct?
A. Correct.
Q. But you couldn't estimate the length of my dining room table at home, could you, because you've

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seen it?
A. Correct.
Q. So that would be a guess.
A. All right.
Q. You've doing very well in this setting so far.

This is not a conversation. The uh-huhs, the hu-uhs, the head shakes, the grunts, the groans, the ways we communicate in everyday conversation don't apply here because it's being transcribed.

If we revert to that, the court reporter is going to get very angry with us, and we don't want that.

So if during the course of this proceeding I ask if your response is yes or no, it's not to embarrass you. It's only for clarity of the record.
A. All right.
Q. Also, I would ask that you let me finish my questions before you answer and I will let you finish your answer before asking my next question.

That way, the court reporter, again, won't get hostile because she can't take down two people speaking at the same time.

Fair enough?
A. She doesn't look hostile.

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Q. They can get mean.

All right. We've talked about Mona Co. a little bit and CannaVest; is that right?
A. Right.
Q. And Hemp Meds?
A. Correct.
Q. Are you involved in any other businesses at this time personally?
A. No.
Q. You were detailing the homes you've owned.

You did not mention Promontory Ridge.
A. Promontory Ridge?
Q. Yes.

That was yours, wasn't it?
A. No. It was a development project. It was a spec house I built and sold it. I've never lived in it. It was purely spec.
Q. Did you own it?
A. I don't know if $I$ owned it or Mona Co. owned it or it was an Lic.
Q. Okay. Well, you own Mona Co.; is that right?
A. I own it and I know my son and my kids' trust has a piece of it. I do not know the exact ownership.

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Q. You said you didn't know if Promontory Ridge --
A. Promontory Point.
Q. I have it as Promontory Ridge.

It's The Ridges in Summerlin?
A. Yes. And, again, to repeat myself, I've never lived there and I had no intentions. It was way too big of a home. It was strictly an investment.
Q. Okay. And that sold; correct?
A. Yes.
Q. For about 11 and a half million dollars?
A. Correct.
Q. What happened to that money?
A. Well, I went and paid back, first of ail, an eight and a half, nine million dollar loan. I paid taxes on it.

And that was -- what? -- four years ago, five years ago?
Q. Okay. Well, I'm sure there was something left over after the taxes; is that right?
A. I couldn't tell you. I'm sure there was.

But, again, that was five years ago. I'm sure $I$ re-invested it or blew it or paid bills. I couldn't tell you what happened to the profit after
paying the bank back and the IRS.
Q. Let's talk about banking for a moment.

Do you currently have a checking account personally?
A. Yes.
Q. With what bank?
A. Bank of Anerica.
Q. What's the account number for that?
A. No idea.
Q. Do you have a check?
A. Not with me.
Q. Do you have a debit card?

MR. MUIJE: We've produced the records on that account, haven't we?

THE WITNESS: Yes.
BY MR. HAWLEY:
Q. Do you know what the current balance on that account is?
A. No idea.
Q. How often do you make deposits to that account?
A. When I get paid.
Q. How often do you get paid?
A. Biweekly.
Q. Okay. By CannaVest?

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A. Correct.
Q. All right. Any other checking accounts?
A. I believe that's the only one I have.
Q. Does the Mona Family Trust have any checking accounts?
A. There may be one at Bank of Las Vegas. I'm not sure. And, if so, it's very -- there may be 50 bucks in it.
Q. Okay.
A. And again --
Q. What branch is that?
A. Again, I produced all those records.
Q. I understand.
A. What branch? I don't know.
Q. All right. Do you have any savings accounts?
A. No.
Q. Personally?
A. No.
Q. What about the Mona Family Trust?
A. I don't think so.
Q. Does your wife maintain any savings accounts or checking accounts?
A. Pardon me?
Q. Does your wife maintain any savings or

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checking accounts?
A. I know she has a household account.
Q. Where is that maintained?
A. Pardon me?
Q. Where is that maintained?
A. I believe that's Bank of Nevada, also.
Q. How long has she had that account?
A. I don't know.
Q. How much money is in that account?
A. I don't know. That's her account. I don't even sign on it.
Q. Fair enough.

Do you have any credit cards in your wallet right now?
A. Yes.
Q. Which ones?
A. Capital One.
Q. May I see it?
A. Of course. As long as you don't use it.

MR. MUIJE: Actually, you'll get double
miles.
BY MR. HAWLEY:
Q. Okay. Thank you.
A. Here's my ID, also.
Q. That's fine. I've got your ID.

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A. Twenty bucks.
Q. Well, it will go a long way to helping this.

MR. MUIUE: Actually, I don't think it will cover an hour's worth of interest.

BY MR. HAWLEY:
Q. What's the credit limit on this card?
A. $\$ 1,500$ I believe.
Q. Okay. And how much is left on it?
A. A thousand, 900. Again, I'm guessing.
Q. And this is the account that ends in the last four numbers 6781; is that correct?
A. Correct.
Q. And it looks like it expires in April of 2014?
A. No idea. You're reading it, not me.
Q. All right. Michael J. Mona is on the card; right?
A. Yes.

And I have another Capital One card, also.
Q. Okay. May I see that?
A. I don't have it with me. But it's the same company with a $\$ 1,500$ İmit, also. I don't know that number.
Q. Okay. And when did you obtain those cards?

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A. Again, guessing, four or five years ago.
Q. Okay. Is your wife a signer on the checking account that we discussed at the Bank of America?

MR. MUIJE: Objection.
He indicated Bank of Nevada.
MR. HAWLEY: I'm sorry. I thought I said Bank of Nevada.

THE WITNESS: No. You said Bank of America. BY MR. HAWLEY:
Q. I'm sorry.
A. I don't know. My account, I don't know.
Q. Okay. But you're not a signatory on her account?
A. No.
Q. How does her account get funded?
A. Through me, through her.
Q. What does she do to fund the account?
A. She has investments. She has her own money.
Q. What investments does she have?
A. Oh, I don't know. I don't deal in my wife's business.
Q. Were you the source of any of the money

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that she has those investments?
MR. MUIJE: Objection to the term 'source.' That's vague and ambiguous.

You are allowed to answer.
THE WITNESS: What's the question?
MR. HAWLEY: Will you repeat the question, please.
(Thereupon, the requested portion was read back.)
THE WITNESS: I don't know what investments she has, what sources she has. BY MR. HAWLEY:
Q. Okay. Did you give her any money to start that investment account?
A. She's had half of whatever we've made over the years.
Q. Okay. Have you given her any money towards that investment account in addition to the half?

MR. MUIJE: Objection as to time frame.
That's awfully broad and ambiguous.
You're allowed to answer.
THE WITNESS: What is the question?
MR. HANLEY: Will you repeat the question, please.
(Thereupon, the requested portion was read back.)
THE WITNESS: I'm sorry. Have I given her
any money?
BY MR. HAWLEY:
Q. Yes. To put into the investment account in addition to the half interest that she has under community property laws.
A. She has her share of what we made in the past, yes.
Q. Is that it?
A. What do you mean?
Q. Have you ever given her any cash to put into her investment account?
A. I've given her cash over the years, yes.
Q. How much?
A. Over the years, millions, over the 31 years we've been married.
Q. Okay. And who maintains those investment accounts?

Were are those investment accounts maintained?
A. I have no idea.
Q. Okay. Do you have any kind of a safe deposit box?
A. No.
Q. Okay. Do you have any funds in overseas accounts?

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A. I was in Germany two months ago, a month and a half ago, and the guy $I$ was with who works over there, he wanted some help at a bank and he talked me into opening an account in Germany for $\$ 500$.

So, yes, I do have a German account and there's $\$ 500$, which is 320 Euros in it, which I'm getting ready to cancel. It's some German account. I don't even know the name of the bank.
Q. Is that the only foreign account you have?
A. That's it.

MR. HANLEY: You want to bring up page 6-0666. Zoom in so I can see.

BY MR. HAWLEY:
Q. That indicates that you're a signatory on an account, correct, a foreign account?

MR. MUIJE: Could you refer to the line, please.

MR. GLASKY: Let me get to the right page.
(Thereupon, an off-the-record discussion was had.) BY MR. HAWLEY:
Q. All right. Is that the account that's being referred to on that tax return, the $\$ 500$ in Germany?
A. I have no idea.

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MR. GLASKY: This was 2011 taxes. BY MR. HANLEY:
Q. When was the German account established?
A. Two months ago.
Q. Okay. So in 2011 though, your tax return indicates that you had another foreign account; is that correct?
A. I'm not aware of it.

Is that one with the $\$ 545$ ? Is that what you're talking about?
Q. No, I don't believe so.
A. I don't know what you're talking about. I'm lost.

MR. MUIUE: It's line 7A at the bottom, Part III, Foreign Accounts.

And I'll just note for the record the document speaks for itself. Obviously, if he can illuminate or clarify, he's welcome to do so. BY MR. HAWLEY:
Q. You signed the tax return; right?
A. I did.
Q. Who prepared it?
A. Ed Wilson.
Q. Okay. He's your accountant?
A. Yes.

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Q. Okay. He would know your finances, wouldn't he?
A. Hopefully.
Q. Okay. You're not aware of the foreign account?
A. I don't know if he's talking about the German account. I don't know when this was filed.
Q. 2011.
A. I don't know. I can't answer that.
Q. Okay, Do you know if the required form TD F 90-22.1 has ever been filed?

That would be 7 B right here.
A. I have no idea.
Q. Okay. Are separate tax returns filed for the Mona Family Trust?
A. I believe so.
Q. Who would prepare those?
A. Ed Wilson.
Q. Have you ever signed a tax return for the Mona Family Trust?
A. I don't know if I sign them. I don't know if they're prepared by him. I don't know if I sign them. I don't know if they're signed electronically.
Q. A tax return wouldn't be signed

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electronically without your authorization, would it?
A. I hope not.
Q. Mr. Wilson wouldn't do that without your say-so, would he?

MR. MUIJE: Objection, calls for
speculation.
Don't answer.
MR. HAWLEY: He can answer.
MR. MUIUE: To the best of his knowledge or ability.

But, again, I would note for the record continuing speculation as to what a third-party might or might not do.

BY MR. HANLEY:
Q. You can answer.
A. I would hope not.
Q. Okay. How long has Mr. Wilson been your accountant?
A. Fifteen years maybe.
Q. All right. What does the Mona Family Trust own?
A. This question was asked and I'm going to answer the same thing: I believe my house.
Q. Is that it?
A. Yes.
Q. Okay.
A. I believe so.
Q. All right. Has the trust sold any property in the last two years?
A. I don't think so, no.
Q. Okay. We've talked about your house; right?
A. Correct.
Q. A little bit.

In addition to your house, do you own any other real estate either here or in another state or another country?
A. Another country, no. Another state, years ago back in development days I had parcels all over.

I had Rio Vista in California. I had numerous parcels in Arizona. 99 percent of those are gone; they're lost. Either they went back to the bank or foreclosed or whatever.

I may be a partial owner of a small piece, like a two percent owner in a piece of Arizona. I don't know. I doubt it. But I think every investment I had is gone.
Q. So the only real property that you own or that you have an interest in is the house here in Las Vegas; is that correct?

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A. Again, I may have a small interest like one and a half or one percent of some LLC that hasn't gone belly up yet but will belly up.

I don't think so. I believe the only thing that I do own, yes, is my house.

At one time $I$ had 20 parcels. I kind of -they're all gone. So, again, I believe it's my house, correct.
Q. Okay. And what about -- we talked about you might have an interest in an LLC that has a minor interest in some other parcels; is that correct?
A. I may.
Q. In addition to that, are there any businesses that you own that own real property? A. No.
Q. Okay. Who is David park?
A. Who?
Q. David Park (phonetic).
A. David Park? I don't know.
Q. What about Christine Mora, $M-O-R-A$ ?
A. I don't know.
Q. What is Emerald Suites?
A. Emerald Suites is a chain of hotels I owned years ago.

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There was an Emerald Suites Las Vegas Boulevard, which got taken back by the bank. There was an Emerald Suites Cameron, which got taken back by the bank. There was an Emerald Suites Trop, which I was a partner in which I sold out years ago. There was an Emerald Suites Nellis that I sold probably seven, eight years ago.

I believe there was another Emerald Suites. I believe I had five at one time, but I either sold them or -- and the last two, Emerald Suites Las Vegas Boulevard and Cameron, got taken over by the bank and got foreclosed on four years ago.
Q. Okay. What about Emerald Suites LVBS Agate?
A. That's Emerald Suites Las Vegas Boulevard.
Q. Okay.
A. That's the --
Q. Okay. That's Las Vegas and Agate?
A. Correct. That was my first one.

That's how I came up with the name Emerald. Pretty ingenious, huh?

And I just noticed as I pulled up here, obviously, the same gentleman that bought mine out of foreclosure bought the one across the street because that's Emerald now. I heard he did that.

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That's the first time I've seen it.
Q. Okay. In 2009, did you make a $\$ 3$ million loan to Vestin Mortgage or a Vestin entity?
A. I remember something like that. I remember loaning Mr. Shustek or Vestin $\$ 3$ million for a short period of time, but $I$ got it back. I don't have all the details on that.
Q. Okay. Well, it looks to me like it was paid off in two installments: On May 5 th of $\$ 2009$, $\$ 1.5$ million and then on May 7 th of 2009 , $\$ 1.5$ million.

Does that refresh your recollection?
We have a couple pages up on the board here, too.
A. That doesn't remind me, but obviously I can see it up there. My memory is very bad.
Q. Okay. Have you seen a doctor because you have a bad memory?
A. No.
Q. Okay. Tell me about how bad your memory is. Tell me about the symptoms.
A. What do you want to know?
Q. I want to know the extent --
A. I remember your name.
Q. It's John?

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A. I remember Ira's name. I may not remember somebody's name I met last week.
Q. All right. What do you not -- it's hard to logically ask the question 'what do you not remember,' but what are the categories of things that you don't remember?
A. Nothing specific. It's general. There's nothing that categorizes my bad memory.
Q. So you have random bits of memory loss?

Is that what you're telling me?
A. No. I just simply say I have a bad memory.
Q. How long have you had a bad memory?
A. About 30 years.
Q. Okay. About the time you've been married?
A. Thirty-one years.

MR. MUIJE: That will cause it.
THE WITNESS: I never thought of that.
Hope my wife doesn't read this.
MR. MUIJE: I actually rely on my wife to be my memory because whatever I remember she'll remember different.

BY MR. HANLEY:
Q. When did you set up Scarlet Properties?
A. I have no idea. It was probably back when

I was buying properties and flipping them and
developing them.
Q. What was Scarlet Properties?
A. Scarlet Properties was one of the numerous LICs I set up for protection.
Q. For protection from what?
A. Protection from life.
Q. Okay.
A. Like everyone else sets up LICs. I'm not the first one to do it.
Q. What was the business of Scarlet Properties?
A. Obviously, like $I$ said, it was an ILC. What was in it, I don't know. I had numerous Lics. Scarlet was just one of them.
Q. Who else was in Scarlet with you?
A. I can't answer that without looking at the document.
Q. How many properties did you transfer to Scarlet?
A. I can't answer that without looking at the document.
Q. Did you have a property in Laguna?
A. 351 Crescent Bay Drive, yes, which got foreclosed on --
Q. Okay. Then you had one in --

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A. -- by Mr. Shustek.
Q. And you had one in Big Bear?
A. Yes. That got sold.
Q. Okay. And when did the property in Big Bear get sold?
A. I don't recall. Two, three years ago maybe.
Q. Is Scarlet, LLC still around?
A. I do not know if it's current. I would have to say no because both those properties are gone. I don't know if it's the attorney, re -whatever he does, re --- what do you call it?

MR. MUIJE: Eiled the annual list?
THE WITNESS: Yes. I have no idea.
BY MR. HAWLEY:
Q. All right. And what's the ownership of Scarlet?

Were you the sole member of the LLC or were there others?
A. Again, I don't remember.
Q. Okay. Did Scarlet own other LLCs?
A. I don't remember how scarlet was set up. I believe it was just a couple properties in there.
Q. Does Scarlet file any tax returns?
A. I don't know.

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Q. Have you ever seen any tax returns --
A. Years ago, yes.
Q. -- for filing by Scarlet?

When do you believe Scarlet quit filing tax returns?
A. Again, I don't know. I would be guessing.
Q. Give me your best estimate.
A. Three years ago, two years ago. That's an estimate.
Q. Have you paid anything into Scarlet over the last 24 months?
A. I don't believe so.
Q. Okay. So you haven't loaned any money to Scarlet?
A. I don't believe so.
Q. Have you received any money from Scarlet over the past 24 months or so?
A. I don't believe so.
(Thereupon, an off-the-record discussion was had.) BY MR. HAWLEY:
Q. It looks like you got $\$ 100,000$ from them on October 23, 2012.

THE WITNESS: Could we take a break?
MR. HADLEY: Sure.
(Thereupon, a break was taken.)

BY MR. HAWLEY:
Q. We've pulled up the page and it's page 14-603. It looks like you received a payment on $10 / 23 / 12$ to a Republic bank account.

MR. MUIJE: It wouldn't be '12. It would
be '09, I believe.
THE WITNESS: That's October 2009 on this.
BY MR. HAWLEY:
Q. $\quad 10 / 23 / 09$.
A. Four years ago.
Q. Okay. And then you also received a \$1 million --
A. Four years ago.

MR. MUIUE: Don't argue. People make mistakes.

MR. HAWLEY: We're not going to argue.
THE WITNESS: NOW it makes sense.
BY MR. HAWLEY:
Q. Okay Have you ever borrowed any money from Michael Sifen, S-I-F-E-N?
A. Michael Sifen, yes.
Q. How much?
A. Over the years?
Q. Yes.
A. Four or five million.
Q. Okay. How many notes -- how many loans has Mr. Sifen given you over the years?
A. He was one of my original investors in 2000 on Emerald Suites.

And how many notes -- or what was the question again? I'm sorry.
Q. How many loans have you taken out from him?
A. I couldn't give you an answer.
Q. Okay. Was there a loan for about a million 242 that you took out in January of 2010?
A. Probably so. Sounds right.
Q. Okay. And then it looks like you have another $\$ 200,000$ note dated May 3 rd of 2009 ; is that correct?
A. I remember borrowing that to live on, yes.
Q. Okay. What were the terms of those notes?

Were they secured?
A. I don't recall.
Q. Okay. You don't know if they were secured?
A. Secured by my home, I believe.
Q. Okay. Which home?
A. Pardon me?
Q. Which home?
A. 2793 Red Arrow Drive.
Q. Okay. Did you have a property at 50 th and

## Fillmore?

A. Yes. That was an investment property. That's in the Palm Springs area, I believe. Yes, years ago that was an investment property. It was 80 acres.
Q. Could the $\$ 1.2$ million loan in January of 2010 have been to pay off 50 percent of that?
A. I don't recall. Mike was in a lot of deals with me. Like I said, he was an original investor in Emerald Suites with me, and he's been in a lot of my investments throughout the last 13 years.

So can I specify that one? I have no idea.
Q. Okay. You said the $\$ 200,000$ loan was for living money?
A. I believe so. I don't recall.
Q. Okay.
A. Mike has always been there for me.
Q. So you don't know if the notes were secured or unsecured, the $\$ 1.2$ million in particular?
A. Again, like I just said 30 second ago, I believe that note was secured by my home.
Q. But that deed of trust doesn't look like it was recorded until about a year after the loan was made.

> Do you know why that was?
A. No idea.
Q. What's the current status of that note?
A. I still owe him.
Q. Are you paying --
A. No.
Q. -- on it?

What's the balance of that note?
A. I believe the original balance plus interest.
Q. Okay. How are you going to pay that note off?
A. It's something Mike and I will figure out.
Q. What's TX 1650, LLC?
A. One more time.
Q. TX 1650 , LLC.
A. Texas 1650. That was another one of my investments years ago.
Q. What was your ownership interest in that?
A. My percentage?
Q. Yes.
A. I don't know. I don't recall.
Q. It looks like you used some of your interest in 1650, LLC as a partial payment of the $\$ 1.2$ million note -- did you do that? -- to Michael Sifen?

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A. I believe Mike wanted some more collateral back. This was a couple years ago; correct?

You're looking at the document; I'm not.
Q. I'm looking at March 12 th of 2012 where you assigned your interest in TX 1650 to Michael Sifen.
A. Okay.
Q. I have an unsigned version of that.

Did that occur?
A. I believe so, yes. I believe Mike wanted more collateral.
Q. It wasn't collateral.

It was partial payment of the note, wasn't it?
A. I don't know what he called it. I don't know what we agreed on.
Q. How much was the note reduced by after the assignment of the TX 1650 interest?
A. I don't know the specifics.
Q. Clearly, then some payments have been made on the note though; right?

MR. MUIJE: Objection, mischaracterizes
Mr. Mona's testimony.
It's an unsigned document and he testified he doesn't know whether it was additional collateral or a partial payment.

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You're allowed to clarify if you have any clarification.

THE WITNESS: I don't know.
BY MR. HAWLEY:
Q. So you don't know how much --
A. No. But I believe that property is worthless now anyway, that TX 1650.
Q. Okay. Where is the TX 1650 property located?
A. San Antonio, Texas.
Q. Can you give me cross streets?
A. No. I was only there one time -- twice. I'm sorry.
Q. Was it a piece of developed property or undeveloped?
A. It was vacant land.
Q. Have you ever borrowed $\$ 700,000$ from Mr. Shustek?
A. I've been borrowing money from Mr. Shustek since 2000. So what the amounts are and when, I cannot be specific.
(Thereupon, an off-the-record discussion was had.) BY MR. HAWLEY:
Q. Who is Mr. Shustek?
A. Michael Shustek is a gentleman that works

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for -- shall I say I guess Vestin Mortgage. He's a hard money lender and the reason I'm here right now.
Q. How long have you known Mr. Shustek?
A. I met Mr. Shustek in 1999 or 2000 -- no. I'm sorry. It was probably a little bit after that. Probably close to 2001, in that area.
Q. All right. Up on the board is a $\$ 700,000$ note from Mr. Shustek; is that correct?

MR. MUIJE: No. To Mr. Shustek. You said from.

MR. HAWLEY: I did?
No. He borrowed money from Mr. Shustek. Fair enough. Fair enough.

BY MR. HAWLEY:
Q. What is the date of that note?
A. Don't they usually have these things on documents?
Q. Well, we have 33,000 pages.
A. July 26, 2010.
Q. What was that money used for?
A. No idea.
Q. Into which account was that money deposited?
A. No idea. This is three years ago.
Q. Do you know if this note was reported?

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A. No idea.
Q. Did you put any property on that note?
A. I believe I put up a second on my Laguna home.
Q. Okay.
A. Again, I'm guessing, but that kind of rings in my head, which is scarey.
Q. Okay. Did you ever assign the note to someone else?

MR. MUIJE: Objection to form.
Again, this is a note from him to
Mr. Shustek.
MR. HAWLEY: I'm sorry. You're right.
BY MR. HAWLEY:
Q. Do you know if you ever assigned the note to anyone?
A. I don't know.
Q. Who is Don Matz, $\mathrm{M}-\mathrm{A}-\mathrm{T}-\mathrm{Z}$ ?

MR. MUIUE: Spelling on that again, John?
MR. HAWLEY: M-A-T-Z.
MR. MUIJE: Thanks.
THE WITNESS: No idea.
BY MR. HAWLEY:
Q. He's listed as one of the current lenders on that note.

You don't know him?
A. Never heard of him.
Q. What's the current balance on that note?
A. I don't know. He Eoreclosed on my house.

I don't know.
Q. Okay.
A. Foreclosed and sold it. I don't know the balance. I've not talked to Mike for a long time.
Q. Okay. Do you know how much was paid off from the sale of the foreclosure of that property? That was the Laguna property; right?
A. Correct.

NO.
Q. You don't know how much was realized from the sale?

Okay. Are you making any payments on that note?
A. No.
Q. Okay. So Mr. Shustek foreclosed on the Laguna property?
A. Correct.
Q. Who is Park Real Estate in Dallas, Texas?
A. Never heard of them.
Q. Have you had any connection with the Laguna property since it was foreclosed on?
A. Have I?
Q. Yes.
A. Drove by it one time about two months ago.
Q. Okay. Did you have insurance on that property up until its foreclosure in April of 2012 ?
A. Excuse me?
Q. Did you have insurance on that property?
A. What type of insurance?
Q. Property insurance, homeowners insurance?
A. I would have to say yes.
Q. Okay. Did you cancel the insurance after the foreclosure sale?
A. Hopefully, I did -- or hopefully somebody did.
Q. Do you have a golf cart at that property?
A. No.
Q. Why is it listed on your insurance?
A. I had a golf cart at one time at that property, yes.

Do I have a golf cart at that property now? I don't have the property, nor the golf cart.
Q. Are you still paying for coverage on the property or the golf cart?
A. I hope not, but I will definitely find out.
Q. Did you report the debt forgiveness for the

Laguna property on your tax return?
MR. MUIJE: Objection.
What tax return? Which year?
MR. FAWLEY: It was foreclosed in 2012.
MR. MUIJE: He can answer.
THE WITNESS: I don't know.
BY MR. HAWLEY:
Q. Have you done your 2012 taxes?
A. No.
Q. Okay. Do you know when those will be completed?
A. No.
Q. Mr. Wilson will know that?
A. I owe Mr. Wilson a large sum of money. We're discussing that.
Q. How much money do you owe Mr. Wilson?
A. $\$ 38,000$, in that area.
Q. Okay. Who is Sunup Lending (phonetic)?
A. I've seen that name somewhere, but I don't know. If you show me what it's related to, I may be able to help, but I don't -- I remember seeing the name, but right now I cannot pinpoint what it is.
Q. Looks like you borrowed $\$ 1,045,000$ from them.

Do you know what it was for?

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A. No idea. I would borrow from anybody that could give me the money.
Q. Looks like you made a $\$ 35,000$ payment to them in December of 2010 from Capital Security Bank. How long did you have an account at Capital Security Bank?
A. I do not remember having an account at Capital Security Bank. I've never heard of Capital Security Bank, unless I'm, again, mistaken.
Q. Is that something that you wrote?
A. It's my e-mail.
Q. Okay. What is that e-mail, sir?

That was Bank of Nevada to Sunup; correct?
A. It was Bank of Nevada to -- well, the e-mail is to Udia (phonetic) at Bank of Nevade, correct.
Q. What's the purpose of the e-mail?
A. I don't know.

MR. MUIUE: Counsel, what page is that?
MR. HAWLEY: This is page --
THE WITNESS: What date was that again,
please?
MR. HAWLEY: 16-005.
BY MR. HAWLEY:
Q. Sunup Bank is in the Cook Islands.

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A. What date was that? December 2010?
Q. Yes.

Do you recognize that document?
A. No.

That's my signature.
Q. Okay. Have you ever done any banking with Sunup Bank in the Cook Islands?
A. Not that I recali. But that's my signature. That's all I can say.
Q. Okay. Did you ever pay off that loan?
A. Which loan?
Q. The $\$ 1,045,000$ loan from Sunup Bank.
A. Again, I don't remember $\$ 1,045,000$ loan and I don't know if it was the loan to Sunup Bank. I don't recall Sunup Bank. So I can't answer that question.
Q. Well, there was a letter to the lender directing that it be paid off from a $C D$ at Capital Security Bank; right?

MR. MUIJE: Objection, document speaks for yourself.

You're allowed to answer.
THE WITNESS: That's what the document states.

BY MR. HANLEY:
Q. Okay. And so did you have an account at Capital Security Bank?
A. I don't recall Capital Security Bank, nor an account there, for the last time.
Q. Okay.
A. You keep asking, I'll keep answering that way.
Q. Big Bear, tell me about the property you had at Big Bear.
A. It was a house up in Big Bear that I bought eight years ago maybe, nine years ago.
Q. Who is Chris Bentley?
A. Chris Bentley is a gentleman I used to do business with. He was the one that sold three or four of my buildings, Emerald Suites.
Q. He took a trip to Greece with you in 2008, didn't he?
A. Pardon me?
Q. Didn't he take a trip to Greece with you and your wife?
A. Yes, he did.
Q. Have you made any loans to him?
A. Throughout the years, yes.
Q. Okay. You loaned him $\$ 100,000$ in 2009, didn't you?
A. I believe so, yes.
Q. Is he making payments on that loan?
A. I don't know the balance on that loan.
Q. When was the last time he made a payment?
A. I don't recall.
Q. Has he ever made a payment?
A. I don't recall.
Q. Okay. Has he ever loaned you money?
A. I don't think so.
Q. Well, you paid him $\$ 5,000$ in July of 2012.
A. Who knows what it was for?
Q. It looks like you paid him $\$ 10,000$, actually.
A. I don't recall.

What year was this?
Q. 2012, July of 2012.
A. No idea.
Q. Okay. When you sold the Big Bear property, did you sell it furnished?
A. Complete.
Q. To whom did you sell it?
A. Chris Bentley or an LIC he had or something like that. I don't know what it was.
Q. Have you stayed at that property since it was sold?


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