

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

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

Petitioners,

v.

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

Respondents,

and

FAR WEST INDUSTRIES,

Real Party in Interest.

**SUPREME COURT NO. 68434**

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Dept. No.: Tracie K. Lindeman  
Clerk of Supreme Court

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

**Volume 4 of 4  
Pages 0980 - 0997**

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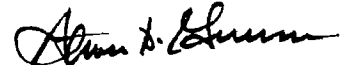
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CLERK OF THE COURT

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15 **DISTRICT COURT**

16 **CLARK COUNTY, NEVADA**

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

19 **Plaintiff,**

20 **v.**

21 **MICHAEL J. MONA, JR., an individual;**  
22 **RHONDA HELENE MONA, an individual;**  
23 **MICHAEL MONA III, an individual;**  
24 **LUNDENE ENTERPRISES, LLC, a Nevada**  
25 **limited liability corporation, DOES 1through 10**  
26 **and ROE CORPORATIONS 1 through 10,**  
27 **inclusive,**

28 **Defendants.**

Case No.: A-15-724490-C

Dept. No.: XXXII

**FIRST AMENDED COMPLAINT**

**ARBITRATION EXEMPTION CLAIMED:**  
**Declaratory Relief Requested**

20 FAR WEST INDUSTRIES (the "Plaintiff" or "Far West"), a California corporation, by  
21 and through its attorneys, F. THOMAS EDWARDS, ESQ. and ANDREA M. GANDARA,  
22 ESQ., of the law firm of HOLLEY DRIGGS WALCH FINE WRAY PUZEY & THOMPSON,  
23 complain of Defendants as follows:

24 **JURISDICTION AND VENUE**

25 1. The Court has subject matter jurisdiction over this action based on the Judgment,  
26 which is defined below, and the subject fraudulent transfers, which are described below, the  
27 Nevada Constitution, and Chapters 17, 21, 31, and/or 112 of the Nevada Revised Statutes  
28 ("NRS").

2. The Court has personal jurisdiction over the Defendants because the Defendants are residents of and/or conduct business in and/or engaged in the wrongful conduct complained of herein in Clark County, Nevada.

3. Venue in Clark County, Nevada is proper pursuant to NRS 13.040.

**PARTIES**

4. Plaintiff Far West Industries is, and at all times relevant herein was, a California corporation.

5. Plaintiff is informed and believes and thereupon alleges that Defendant MICHAEL J. MONA, JR. (“Mr. Mona”), is, and at all relevant times has been, an individual residing in Clark County, Nevada, the husband of Defendant RHONDA HELENE MONA, and the father of Defendant MICHAEL MONA III.

6. Plaintiff is informed and believes and thereupon alleges that Defendant RHONDA HELENE MONA (“Mrs. Mona”), is, and at all relevant times has been, an individual residing in Clark County, Nevada, the wife of Mr. Mona, and the mother of Defendant MICHAEL MONA III.

7. Plaintiff is informed and believes and thereupon alleges that Defendant MICHAEL MONA III (“Michael III”), is, and at all relevant times has been, an individual residing in San Diego County, California, the son of Mr. Mona, the son of Mrs. Mona, and the sole member and manager of Defendant LUNDENE ENTERPRISES, LLC.

8. Plaintiff is informed and believes and thereupon alleges that Defendant LUNDENE ENTERPRISES, LLC (“Lundene”), is, and at all relevant times has been, a Nevada limited liability company with its principal place of business in Clark County, Nevada, and owned and managed by its sole member Michael III.

9. The true names and capacities, whether individual, corporate, associate, or otherwise of Defendants herein designated as Does I through 10 and Roe Corporations 1 through 10, inclusive, are not known to Plaintiff at this time and are therefore named as fictitious defendants. Plaintiff will seek to amend this Complaint to allege the true names and capacities of Does I through 10 and Roe Corporations 1 through 10 when and as ascertained.

1                   **GENERAL ALLEGATIONS APPLICABLE TO ALL CLAIMS FOR RELIEF**

2                   10. Plaintiff repeats and realleges the preceding allegations and by this reference  
3 incorporates the same as though fully set forth herein.

4                   **FAR WEST'S JUDGMENT AGAINST MR. MONA AND THE MONA FAMILY TRUST**

5                   11. On February 23, 2012, the Superior Court of the State of California, County of  
6 Riverside, Riverside Court (the "California Court"), entered Findings of Fact and Conclusions of  
7 Law in the case of Far West Industries v. Rio Vista Nevada, LLC, et. al., Case No. RIC495966  
8 (the "California Action").

9                   12. Among other things, the Findings of Fact and Conclusions of Law states that Mr.  
10 Mona, among others, intentionally misrepresented material facts and concealed other material  
11 facts from Plaintiff on behalf of Rio Vista Nevada, LLC, with intent to defraud Plaintiff and that  
12 Plaintiff justifiably relied on those misrepresentations and omissions, which caused Plaintiff  
13 damages.

14                   13. The Findings of Fact and Conclusions also stated that Mr. Mona was the alter ego of  
15 the Mona Family Trust, dated February 21, 2002 (the "Mona Family Trust"), such that he and  
16 the Mona Family Trust are both liable for any and all damages awarded against Rio Vista  
17 Nevada, LLC.

18                   14. On April 27, 2012, the California Court entered Judgment in the amount of  
19 \$17,777,562.18, plus costs of \$25,562.56 and attorney fees of \$327,548.84, in favor of Plaintiff  
20 and against the following parties, jointly and severally: Mr. Mona, Mr. Mona as Trustee of the  
21 Mona Family Trust, Rio Vista Nevada, LLC, and World Development, Inc. (the "Judgment").

22                   15. On October 18, 2012, Plaintiff domesticated the Judgment in Nevada by filing an  
23 Application of Foreign Judgment with this Court, initiating the case entitled Far West Industries  
24 v. Rio Vista Nevada, et. al., Case No. A-12-670352-F (the "Judgment Collection Action").

25                   16. As of September 1, 2015, the Judgment balance of the Judgment was \$24,172,076.16.

26                   17. Far West has attempted to execute against assets in satisfaction of the Judgment by,  
27 among other things, garnishing Mr. Mona's earnings, which wage garnishments totaled  
28 \$28,647.59 as of September 1, 2015.

1 **MR. MONA FRAUDULENTLY TRANSFERS HIS INTERESTS IN ROEN VENTURES, LLC**

2 18. On November 25, 2013, Mr. Mona sat for an initial judgment debtor examination in  
3 the Judgment Collection Action during which he admitted that just days prior he sold his 50%  
4 interest in an entity called Roen Ventures, LLC ("Roen") and a \$2.6 million promissory note  
5 owed to him by Roen Ventures, LLC (the "Roen Note") for \$500,000.

6 19. Mr. Mona's sale of his interest in Roen and the Roen Note is the subject of a separate  
7 fraudulent transfer action entitled Far West Industries v. CannaVEST Corp., et. al., Case No. A-  
8 14-695786-F (the "Fraudulent Transfer Action").

9 20. CannaVEST Corp. ("Cannavest") is entity of which Mr. Mona is the Chief Executive  
10 Officer, President, and Director.

11 **MR. MONA FRAUDULENTLY TRANSFERS MRS. MONA MORE THAN \$500,000**

12 21. Mr. Mona testified at a judgment debtor examination on June 30, 2015 that he  
13 transferred the \$500,000 he received from selling his interest in Roen and the Roen Note to Mrs.  
14 Mona.

15 22. Upon information and belief, Mr. Mona did not receive any consideration for the  
16 \$500,000 transfer to Mrs. Mona.

17 **MR. MONA FRAUDULENTLY TRANSFERS MRS. MONA MORE THAN \$3.4 MILLION**

18 23. On May 13, 2015, Plaintiff obtained orders in the Judgment Collection Action  
19 scheduling judgment examinations of Mr. Mona and Mrs. Mona (collectively referred to as the  
20 "Monas"). The orders required the Monas to produce documentation prior to the examinations.

21 24. One of the documents the Monas produced was a Post-Marital Property Settlement  
22 Agreement (the "Agreement"), executed on or about September 13, 2013.

23 25. In the Agreement, the Monas explain that they have sold their community property  
24 shares of Medical Marijuana, Inc., for \$6,813,202.20.

25 26. The Agreement then purports to divide the proceeds equally between themselves as  
26 their separate property, with each receiving \$3,406,601.10.

27 27. Upon information and belief, Mr. Mona did not receive any consideration for the  
28 \$3,406,601.10 transfer to Mrs. Mona.

1 28. Mr. Mona failed to produce the Agreement pursuant to prior orders scheduling his  
2 judgment debtor examination and requiring production of documents.

3 29. Mr. Mona also failed to disclose the Agreement during his testimony at the prior  
4 judgment debtor examination on November 25, 2013.

5 30. Upon information and belief, Mrs. Mona invested \$1,000,000 of the community  
6 property proceeds obtained from the sale of the Medical Marijuana, Inc. shares in Roen.

7 31. On June 26, 2015, Mrs. Mona testified at a judgment debtor examination that she  
8 gave Michael III \$900,000 from money she received under the Agreement.

9 32. Upon information and belief, Mrs. Mona transferred the \$900,000 to Michael III  
10 without any consideration.

11 33. Upon information and belief, on or about March 7, 2014, Michael III purchased  
12 certain real property located at 877 Island Avenue #701, San Diego, California 92101, APN:535-  
13 114-04-11 (the "San Diego Property") with the \$900,000 from Mrs. Mona.

14 34. Upon information and belief, on or about November 5, 2014, Michael III transferred  
15 the San Diego Property to his company, Lundene, without any consideration.

16 **MR. MONA FRAUDULENTLY TRANSFERS MRS. MONA \$90,000 TO PURCHASE A JAGUAR**

17 35. Upon information and belief, on or about February 14, 2014, the Monas, acting as co-  
18 trustees of the Mona Family Trust, sold stocks held in an investment account with Employers  
19 Holdings, Inc. for approximately \$100,000.

20 36. Mr. Mona testified at a judgment debtor examination on June 30, 2015 that he and  
21 Mrs. Mona received \$90,000 from the sale of stocks held in the Employers Holdings, Inc.  
22 investment account and that he gave the money to Mrs. Mona to buy a car.

23 37. Upon information, Mr. Mona did not receive any consideration for the transfer of the  
24 \$90,000 to Mrs. Mona.

25 38. Upon information and belief, Mrs. Mona used the \$90,000 to purchase herself a white  
26 two-door convertible Jaguar (the "Jaguar") in 2014.

27 **MR. MONA FRAUDULENTLY TRANSFERS MICHAEL III A RANGE ROVER**

28 39. Mr. Mona testified at a judgment debtor examination on June 30, 2015 that he

1 purchased a Range Rover vehicle (the "Range Rover") either two or three years prior and that he  
2 gave the Range Rover to his son (Michael III) a year prior.

3 40. Upon information and belief, Mr. Mona, either individually or through his company,  
4 Mona Co. Development, LLC, purchased the Range Rover in 2012 or 2013.

5 41. Upon information and belief, Mr. Mona, either individually or through his company,  
6 Mona Co. Development, LLC, transferred the Range Rover to Michael III in 2014.

7 42. Upon information, Mr. Mona did not receive any consideration for the transfer of the  
8 Range Rover to Michael III.

9 **MR. MONA FRAUDULENTLY TRANSFERS ASSETS TO MRS. MONA AND ASSUMES INEQUITABLE**  
10 **DISTRIBUTION OF LIABILITIES THROUGH SHAM DIVORCE**

11 43. Upon information and belief, the Monas were married on or about October 17, 1982.

12 44. On or about July 2, 2015, Mrs. Mona filed a Complaint for Divorce with the Family  
13 Division of the Eighth Judicial District Court, initiating Case No. D-15-517425-D (the  
14 "Divorce").

15 45. Less than one week before filing for divorce, on June 26, 2015, Mrs. Mona testified  
16 that she was happily married and had no plan to get divorced at that time.

17 46. Mr. Mona similarly said he had no plans to divorce during his judgment debtor  
18 examination on June 30, 2015, only two days before Mrs. Mona filed the Complaint for Divorce.

19 47. Upon information and belief, Mrs. Mona obtained an order to seal the proceedings in  
20 the Divorce because the Monas wanted to prevent Far West from obtaining knowledge of  
21 otherwise public filings and orders that affected its interests in the Judgment Collection Action.

22 48. On June 30, 2015, prior to Mrs. Mona filing the Complaint for Divorce, Far West  
23 served counsel for the Monas with an Ex Parte Application for Order to Show Cause Why  
24 Accounts of Rhonda Mona Should Not Be Subject to Execution and Why the Court Should Not  
25 Find the Monas in Contempt (the "Motion for OSC") in the Judgment Collection Action. In the  
26 Motion for OSC, Far West requested, among other things, that the purported transfer pursuant to  
27 the Agreement be deemed a fraudulent transfer and that it be allowed to execute against three  
28 bank accounts in Mrs. Mona's name: (1) a Bank of George checking account containing

1 community property earnings from design projects performed by Mrs. Mona during the Monas'  
2 marriage, (2) a Bank of George money market account that contained the remaining community  
3 property proceeds from the sale of the Monas' shares in Medical Marijuana, Inc. through the  
4 Agreement, and (3) a Bank of Nevada checking account that was funded through with money  
5 from the Bank of George money market account.

6 49. On July 15, 2015, this Court entered an Order regarding the Motion for OSC (the  
7 "Sanctions Order") that, among other things, deemed the Agreement a fraudulent transfer,  
8 allowed Far West to execute against the three bank accounts in Mrs. Mona's name, and  
9 prohibited the Monas from claiming any money transferred pursuant to the Agreement or any  
10 money in the bank accounts in Mrs. Mona's name as exempt from Far West's execution.

11 50. The Sanctions Order is currently on appeal and Far West has since filed a Motion for  
12 an Order Shortening Time for Bond Pending Appeal requesting that the Monas be required to  
13 post a bond of no less than \$24,172,076.16.

14 51. On July 16, 2015, Far West filed a Motion to Compel Application of Particular Assets  
15 Towards Satisfaction of Judgment in the Judgment Collection Action (the "Motion to Compel").  
16 In the Motion to Compel, Far West requested, among other things, that certain property be  
17 applied in satisfaction of the Judgment, namely, (1) several firearms that the Monas disclosed  
18 they had during their judgment debtor exam testimony, (2) the Jaguar, and (3) an IRS tax refund  
19 for 2014 in the amount of \$55,541 that was due to the Monas based on disclosures they made in  
20 advance of their judgment debtor examinations.

21 52. Upon information and belief, after receiving notice and obtaining knowledge of the  
22 Motion for OSC, the Sanctions Order, and/or the Motion to Compel, the Monas stipulated into a  
23 joint division of assets and liabilities (the "Divorce Stipulation") in the Divorce.

24 53. On or about July 23, 2015, the Family Division of the Eighth Judicial District Court  
25 entered a Decree of Divorce (the "Divorce Decree") in the Divorce, which, upon information and  
26 belief, incorporated the terms of Divorce Stipulation.

27 54. Upon information and belief, through the Divorce Stipulation and/or the Divorce  
28 Decree, Mr. Mona transferred to Mrs. Mona:

- 1 (a) Alimony of \$10,000 per month;
- 2 (b) \$3,406,601.10 from the sale of the Monas' community property stocks in
- 3 Medical Marijuana, Inc. based on the Agreement;
- 4 (c) 3,000,000 stock options in Cannavest shares out of 4,000,000 stock
- 5 options;
- 6 (d) A \$787,760.88 receivable owed by Michael III, apparently for the
- 7 \$900,000 loan Mrs. Mona gave him without consideration to purchase the San Diego
- 8 Property;
- 9 (e) Any returns on Mrs. Mona's investment in Roen;
- 10 (f) Any bank accounts that are in Mrs. Mona's name only, including, but not
- 11 limited to, bank accounts at the Bank of George and Bank of Nevada;
- 12 (g) The Jaguar;
- 13 (h) One-half of any tax refund received for the 2014 tax year,
- 14 (i) Two dogs;
- 15 (j) Mrs. Mona's personal property, including her jewelry, clothing, and
- 16 personalites; and
- 17 (k) The furniture, furnishings, and firearms located at Mr. Mona's and Mrs.
- 18 Mona's personal residence, 2793 Red Arrow Drive, Las Vegas, Nevada 89135, that is
- 19 held in the name of the Mona Family Trust (the "Red Arrow Property").

20 55. The Divorce Decree expressly recognizes that the Agreement is subject to Far West's

21 claims in Judgment Collection Action.

22 56. Upon information and belief, through the Divorce Stipulation and/or the Divorce

23 Decree, Mr. Mona assumed all liabilities and encumbrances relating to the Red Arrow Property,

24 the debt arising from the Judgment, and debt owed to a third party Mike Sifen.

25 57. Upon information and belief, Mr. Mona's assumption of the liabilities, encumbrances,

26 and debts in the Divorce Stipulation and/or Divorce Decree inequitably shifts community debts

27 to Mr. Mona while leaving him with insufficient assets to satisfy those obligations.

28 58. Upon information and belief, Mr. Mona did not receive any consideration for the

1 transfers of assets made to Mrs. Mona or his assumption of liabilities, debts, and encumbrances  
2 through the Divorce Stipulation and/or Divorce Decree.

3 59. Upon information and belief, the Monas knew that the property they purported to  
4 transfer through the Divorce Stipulation and/or was the subject of the Motion for OSC, the  
5 Sanctions Order, and/or the Motion to Compel at the time they entered into the Divorce  
6 Stipulation.

7 60. Upon information and belief, neither Mr. Mona nor Mrs. Mona disclosed the  
8 existence of the Motion for OSC, the Sanctions Order, and/or the Motion to Compel in the  
9 Divorce because they desired to conceal their improper transfer of assets and/or allocation of  
10 debts through the Divorce Stipulation and/or the Divorce Decree.

11 61. Upon information and belief, the Monas agreed to the \$10,000 per month alimony  
12 award to Mrs. Mona through the Divorce Stipulation and/or Divorce Decree with the intent to  
13 hinder, delay or defraud Far West.

14 62. Upon information and belief, the Monas agreed to ratify the transfer of \$3,406,601.10  
15 to Mrs. Mona under the Agreement through the Divorce Stipulation and/or Divorce Decree with  
16 the intent to hinder, delay or defraud Far West.

17 63. Upon information and belief, the Monas agreed to transfer the aforementioned  
18 property to Mrs. Mona through the Divorce Stipulation and/or Divorce Decree with the intent to  
19 hinder, delay or defraud Far West.

20 **FIRST CAUSE OF ACTION**  
21 **Fraudulent Transfer of \$500,000**  
22 **The Monas**

23 64. Plaintiff repeats and realleges the preceding allegations and by this reference  
24 incorporates the same as though fully set forth herein.

25 65. Mr. Mona transferred \$500,000 to Mrs. Mona.

26 66. Upon information and belief, Mr. Mona made the transfer with the actual intent to  
27 hinder, delay or defraud Far West.

28 67. Mrs. Mona is an insider to Mr. Mona.

1 68. Upon information, Mr. Mona retained possession or control of the property  
2 transferred after the transfer.

3 69. Upon information and belief, Mr. Mona concealed the transfer.

4 70. Before the transfer was made, Mr. Mona had been sued or threatened with suit.

5 71. Upon information and belief, the transfer was of substantially all Mr. Mona's assets.

6 72. Upon information and belief, Mr. Mona removed or concealed assets.

7 73. Upon information and belief, the value of the consideration received by Mr. Mona  
8 was not reasonably equivalent to the value of the assets transferred.

9 74. Upon information and belief, Mr. Mona was insolvent or became insolvent shortly  
10 after the transfer was made.

11 75. The transfer occurred shortly after a substantial debt was incurred.

12 76. Upon information and belief, Mr. Mona made the transfer without receiving a  
13 reasonably equivalent value in exchange for the transfer or obligation.

14 77. Upon information and belief, at the time of the transfer, Mr. Mona intended to incur,  
15 or believed or reasonably should have believed that he would incur, debts beyond his ability to  
16 pay as they became due.

17 78. Upon information and belief, Mr. Mona made the transfer without receiving  
18 reasonably equivalent value in exchange for the transfer and Mr. Mona was insolvent at the time  
19 of the transfer or became insolvent as a result of the transfer.

20 79. As a direct and proximate result of the conduct by the Monas, Plaintiff has been  
21 damaged in a substantial sum, in excess of \$10,000.

22 80. Plaintiff has, by reason of the foregoing, been required to obtain the services of an  
23 attorney and is entitled to recover its reasonable attorney fees and costs from the Monas.

24 **SECOND CAUSE OF ACTION**  
25 **Fraudulent Transfer of \$3,406,610.10**  
26 **All Defendants**

27 81. Plaintiff repeats and realleges the preceding allegations and by this reference  
28 incorporates the same as though fully set forth herein.

82. Upon information and belief, Mr. Mona transferred \$3,406,601.10 to Mrs. Mona.

1           83. Upon information and belief, Mr. Mona made the transfer with the actual intent to  
2 hinder, delay or defraud Far West.

3           84. Mrs. Mona is an insider to Mr. Mona.

4           85. Upon information Mr. Mona retained possession or control of the property transferred  
5 after the transfer.

6           86. Upon information and belief, Mr. Mona concealed the transfer.

7           87. Before the transfer was made, Mr. Mona had been sued or threatened with suit.

8           88. Upon information and belief, the transfer was of substantially all Mr. Mona's assets.

9           89. Upon information and belief, Mr. Mona removed or concealed assets.

10          90. Upon information and belief, the value of the consideration received by Mr. Mona  
11 was not reasonably equivalent to the value of the assets transferred.

12          91. Upon information and belief, Mr. Mona was insolvent or became insolvent shortly  
13 after the transfer was made.

14          92. The transfer occurred shortly after a substantial debt was incurred.

15          93. Upon information and belief, Mr. Mona made the transfer without receiving a  
16 reasonably equivalent value in exchange for the transfer or obligation.

17          94. Upon information and belief, at the time of the transfer, Mr. Mona was engaged or  
18 was about to engage in a business or a transaction for which his remaining assets were  
19 unreasonably small in relation to the business or transaction.

20          95. Upon information and belief, at the time of the transfer, Mr. Mona intended to incur,  
21 or believed or reasonably should have believed that he would incur, debts beyond his ability to  
22 pay as they became due.

23          96. Upon information and belief, Mr. Mona made the transfer without receiving  
24 reasonably equivalent value in exchange for the transfer and Mr. Mona was insolvent at the time  
25 of the transfer or became insolvent as a result of the transfer.

26          97. Upon information and belief, Mrs. Mona transferred \$900,000 of the \$3,406,601.10  
27 from Mr. Mona transferred to Michael III without consideration.

28          98. Michael III is an insider of Mr. Mona.

1           99. Upon information and belief, Michael III purchased the San Diego Property with the  
2 \$900,000 Mrs. Mona transferred to him.

3           100. Upon information and belief, Michael III did not take the \$900,000 in good faith  
4 for value.

5           101. Upon information and belief, Michael III transferred the San Diego Property to  
6 Lundene.

7           102. Upon information and belief, Lundene did not take the San Diego Property in  
8 good faith for value.

9           103. As a direct and proximate result of the conduct by Defendants, Plaintiff has been  
10 damaged in a substantial sum, in excess of \$10,000.

11           104. Plaintiff has, by reason of the foregoing, been required to obtain the services of an  
12 attorney and is entitled to recover its reasonable attorney fees and costs from Defendants.

13                           **THIRD CAUSE OF ACTION**  
14                           **Fraudulent Transfer of \$90,000**  
15                           **The Monas**

16           105. Plaintiff repeats and realleges the preceding allegations and by this reference  
17 incorporates the same as though fully set forth herein.

18           106. Mr. Mona transferred \$90,000 to Mrs. Mona.

19           107. Mrs. Mona used the \$90,000 to purchase Mrs. Mona the Jaguar in 2014.

20           108. Upon information and belief, Mr. Mona and/or the Mona Family Trust made the  
21 transfer with the actual intent to hinder, delay or defraud Far West.

22           109. Mrs. Mona is an insider to Mr. Mona and the Mona Family Trust.

23           110. Upon information and belief, Mr. Mona concealed the transfer.

24           111. Before the transfer was made, Mr. Mona had been sued or threatened with suit.

25           112. Upon information and belief, Mr. Mona removed or concealed assets.

26           113. Upon information and belief, the value of the consideration received by Mr. Mona  
27 was not reasonably equivalent to the value of the assets transferred.

28           114. Upon information and belief, Mr. Mona was insolvent or became insolvent  
shortly after the transfer was made.

1           115.   The transfer occurred shortly after a substantial debt was incurred.

2           116.   Upon information and belief, Mr. Mona made the transfer without receiving a  
3 reasonably equivalent value in exchange for the transfer or obligation.

4           117.   Upon information and belief, at the time of the transfer, Mr. Mona intended to  
5 incur, or believed or reasonably should have believed that he would incur, debts beyond his  
6 ability to pay as they became due.

7           118.   Upon information and belief, Mr. Mona made the transfer without receiving  
8 reasonably equivalent value in exchange for the transfer and Mr. Mona was insolvent at the time  
9 of the transfer or became insolvent as a result of the transfer.

10          119.   As a direct and proximate result of the conduct by the Monas, Plaintiff has been  
11 damaged in a substantial sum, in excess of \$10,000.

12          120.   Plaintiff has, by reason of the foregoing, been required to obtain the services of an  
13 attorney and is entitled to recover its reasonable attorney fees and costs from the Monas.

14                                   **FOURTH CAUSE OF ACTION**  
15                                   **Fraudulent Transfer of Range Rover**  
                                     **Mr. Mona and Michael III**

16          121.   Plaintiff repeats and realleges the preceding allegations and by this reference  
17 incorporates the same as though fully set forth herein.

18          122.   Mr. Mona, either individually or through his company, Mona Co. Development,  
19 LLC, transferred a Range Rover to Michael III.

20          123.   Upon information and belief, Mr. Mona made the transfer with the actual intent to  
21 hinder, delay or defraud Far West.

22          124.   Michael III is an insider to Mr. Mona.

23          125.   Upon information and belief, Mr. Mona concealed the transfer.

24          126.   Before the transfer was made, Mr. Mona had been sued or threatened with suit.

25          127.   Upon information and belief, Mr. Mona removed or concealed assets.

26          128.   Upon information and belief, the value of the consideration received by Mr. Mona  
27 was not reasonably equivalent to the value of the assets transferred.

28          129.   Upon information and belief, Mr. Mona was insolvent or became insolvent

1 shortly after the transfer was made.

2 130. The transfer occurred shortly after a substantial debt was incurred.

3 131. Upon information and belief, Mr. Mona made the transfer without receiving a  
4 reasonably equivalent value in exchange for the transfer or obligation.

5 132. Upon information and belief, at the time of the transfer, Mr. Mona intended to  
6 incur, or believed or reasonably should have believed that he would incur, debts beyond his  
7 ability to pay as they became due.

8 133. Upon information and belief, Mr. Mona made the transfer without receiving  
9 reasonably equivalent value in exchange for the transfer and Mr. Mona was insolvent at the time  
10 of the transfer or became insolvent as a result of the transfer.

11 134. As a direct and proximate result of the conduct by Mr. Mona and Michael III,  
12 Plaintiff has been damaged in a substantial sum, in excess of \$10,000.

13 135. Plaintiff has, by reason of the foregoing, been required to obtain the services of an  
14 attorney and is entitled to recover its reasonable attorney fees and costs from Mr. Mona and  
15 Michael III.

16 **FIFTH CAUSE OF ACTION**  
17 **Fraudulent Transfer Through Divorce Stipulation and Divorce Decree**  
18 **The Monas**

19 136. Plaintiff repeats and realleges the preceding allegations and by this reference  
20 incorporates the same as though fully set forth herein.

21 137. Upon information and belief, through the Divorce Stipulation and/or Divorce  
22 Decree, Mr. Mona transferred to Mrs. Mona:

23 (a) Alimony of \$10,000 per month;

24 (b) \$3,406,601.10 from the sale of the Monas' community property stocks in  
25 Medical Marijuana, Inc.;

26 (c) 3,000,000 stock options in Cannavest shares;

27 (d) A \$787,760.88 receivable owed by Michael III;

28 (e) Any returns on Mrs. Mona's investments in Roen;

(f) Any bank accounts that are in Mrs. Mona's name only, including, but not

1 limited to, bank accounts at the Bank of George and Bank of Nevada;

2 (g) The Jaguar;

3 (h) One-half of any tax refund received for the 2014 tax year,

4 (i) Two dogs;

5 (j) Mrs. Mona's personal property, including her jewelry, clothing, and  
6 personalites; and

7 (k) The furniture, furnishings, and firearms located at the Red Arrow  
8 Property.

9 138. Upon information and belief, through the Divorce Stipulation and/or Divorce  
10 Decree, Mr. Mona assumed all debts associated with the Red Arrow Property, the debt owed  
11 under the Judgment, and debts owed to third party Mike Sifen as his sole and separate debts.

12 139. Upon information and belief, Mr. Mona made transfers through the Divorce  
13 Stipulation and/or Divorce Decree with the actual intent to hinder, delay or defraud Far West.

14 140. Mrs. Mona is an insider to Mr. Mona.

15 141. Upon information, Mr. Mona retained possession or control of the property  
16 transferred after the transfer.

17 142. Upon information and belief, Mr. Mona concealed the transfer.

18 143. Before the transfer was made, Mr. Mona had been sued or threatened with suit.

19 144. Upon information and belief, the transfer was of substantially all Mr. Mona's  
20 assets.

21 145. Upon information and belief, Mr. Mona removed or concealed assets.

22 146. Upon information and belief, the value of the consideration received by Mr. Mona  
23 was not reasonably equivalent to the value of the assets transferred.

24 147. Upon information and belief, Mr. Mona was insolvent or became insolvent  
25 shortly after the transfer was made.

26 148. The transfer occurred shortly after a substantial debt was incurred.

27 149. Upon information and belief, Mr. Mona made the transfer without receiving a  
28 reasonably equivalent value in exchange for the transfer or obligation.

1           150. Upon information and belief, at the time of the transfer, Mr. Mona intended to  
2 incur, or believed or reasonably should have believed that he would incur, debts beyond his  
3 ability to pay as they became due.

4           151. Upon information and belief, Mr. Mona made the transfer without receiving  
5 reasonably equivalent value in exchange for the transfer and Mr. Mona was insolvent at the time  
6 of the transfer or became insolvent as a result of the transfer.

7           152. As a direct and proximate result of the conduct by the Monas, Plaintiff has been  
8 damaged in a substantial sum, in excess of \$10,000.

9           153. Plaintiff has, by reason of the foregoing, been required to obtain the services of an  
10 attorney and is entitled to recover its reasonable attorney fees and costs from the Monas.

11                           **SIXTH CAUSE OF ACTION**  
12                           **Civil Conspiracy**  
13                           **All Defendants**

14           154. Plaintiff repeats and realleges the preceding allegations and by this reference  
15 incorporates the same as though fully set forth herein.

16           155. Upon information and belief, the Defendants conspired and agreed with each  
17 other to commit the aforementioned transactions to hide, transfer, and/or accept the transferred  
18 properties with the intent of hindering, delaying, and/or defrauding the Plaintiff in its collection  
19 of the Judgment.

20           156. As a direct and proximate result of the conduct by Defendants, Plaintiff has been  
21 damaged in a substantial sum, in excess of \$10,000.

22           157. Plaintiff has, by reason of the foregoing, been required to obtain the services of an  
23 attorney and is entitled to recover its reasonable attorney fees and costs from Defendants.

24                           **SEVENTH CAUSE OF ACTION**  
25                           **Declaratory Relief**  
26                           **All Defendants**

27           158. Plaintiff repeats and realleges the preceding allegations and by this reference  
28 incorporates the same as though fully set forth herein.

          159. An actual, justiciable controversy exists between Plaintiff and Defendants  
regarding the nature of the aforementioned transactions and assets, including whether Plaintiff

1 may execute upon and apply those assets towards the satisfaction of the Judgment.

2 160. Plaintiff contends that the aforementioned transactions are fraudulent transfers  
3 and that Plaintiff may execute upon and apply those assets, based upon the fraudulent transfers  
4 and/or the community property nature of the assets, towards the satisfaction of the Judgment.

5 161. Notwithstanding the above, upon information and belief, Defendants contend that  
6 aforementioned transactions are not fraudulent transfers and that Plaintiff may not execute upon  
7 and apply those assets towards the satisfaction of the Judgment.

8 162. Plaintiff is entitled to a declaratory judgment and determination that the  
9 aforementioned transactions are fraudulent transfers and that Plaintiff may execute upon and  
10 apply those assets, based upon the fraudulent transfers and/or the community property nature of  
11 the assets, towards the satisfaction of the Judgment.

12 163. A judicial determination is necessary and appropriate at this time and under the  
13 circumstances so that Plaintiff may ascertain its rights in connection the aforementioned  
14 transactions and fraudulent transfers.

15 164. Plaintiff has, by reason of the foregoing, been required to obtain the services of an  
16 attorney and is entitled to recover its reasonable attorney fees and costs from Defendants.

17 **DEMAND**

18 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

- 19 1. For all damages allowed by law as to each of Plaintiff's Causes of Action;
- 20 2. For prejudgment and postjudgment interest, at the highest rate permitted by  
21 applicable law;
- 22 3. For a declaration by the Court that that the aforementioned transactions are  
23 fraudulent transfers and that Plaintiff may execute upon and apply those assets, based upon the  
24 fraudulent transfers and/or the community property nature of the assets, towards the satisfaction  
25 of the Judgment;
- 26 4. For an order avoiding the fraudulent transfers;
- 27 5. For an order of attachment and/or garnishment against the fraudulently transferred  
28 assets property and other property of the transferees;

1           6.     For an injunction against further disposition by the Defendants of the fraudulently  
2 transferred assets and of other property;

3           7.     For all costs and expenses, including reasonable attorney fees, incurred by  
4 Plaintiff in connection with the commencement and prosecution of this action; and

5           8.     For such other and further relief as the Court deems just and proper.

6           Dated this 15th day of September, 2015.

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

9  
10                               /s/ F. Thomas Edwards  
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21                               *Attorneys for Plaintiff Far West Industries*  
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