

IN THE SUPREME COURT OF THE STATE OF NEVADA

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

Petitioners,

vs.

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

Respondents,

and

FAR WEST INDUSTRIES,

Real Party in Interest.

Electronically Filed
Oct 16 2015 08:49 a.m.
Case No. 68434
Tracie K. Lindeman
Clerk of Supreme Court

EMERGENCY MOTION FOR RELIEF UNDER NRAP 27(e)
(Relief needed by Monday, October 19, 2015)

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

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

I

INTRODUCTION

Petitioners, Rhonda Helene Mona (“Rhonda”) and Michael J. Mona, Jr. (“Mike”) (collectively “the Monas”), seek emergency relief from the District Court’s order imposing a supersedeas bond and lifting the stay of all proceedings in the District Court. Following this Court’s August 31, 2015 order staying all District Court proceedings “pending further order of this court,” (*see* **Exhibit 1**, pg. 1) Real Party in Interest, Far West Industries (“Far West”), filed a District Court motion to require the Monas to post a supersedeas bond. On September 17, 2015, the District Court granted Far West’s motion in part and ordered Mike to post a \$24,172,076.16 bond within seven judicial days of the hearing. *See* Minute Order dated 9/17/15 attached as **Exhibit 2**. The District Court also required Rhonda to post a \$490,000 bond within 30 days of the hearing. *Id.* To date, however, no written order is available. Rhonda’s deadline to post the \$490,000 bond expires on Monday, October 19, 2015, and the Monas request stay relief by this deadline. Although this Court already stayed all District Court proceedings (*see* **Exhibit 1**), the District Court has now order the stay lifted. The Monas ask this Court to vacate the District Court’s order and maintain the stay that is in place.

This writ petition primarily challenges Far West’s collection efforts against Rhonda, a non-judgment debtor, related to a fraud judgment against her ex-husband, Mike. In this Court’s stay order, it declined to require a ‘significant’ supersedeas bond and permitted the District Court to evaluate

whether a bond was required and, if so, the amount of that bond. *See Exhibit 1*, pg. 2.

The District Court's decision relied, in part, upon new facts inserted into the bond motion by Far West, which had not previously been presented in the District Court case (Case No. A-12-670352-F). In an attempt to subvert this Court's stay order of the District Court proceedings, Far West filed a new lawsuit on September 11, 2015 against Mike and Rhonda (Case No. A-15-724490-C), among other defendants, alleging many of the same facts that are the subject of the instant litigation. *See Exhibit 3*. In the September 17, 2015 hearing, the District Court questioned counsel and relied upon the "facts" from this new lawsuit: "[The] Court is concerned and it does factor in the granting of the \$490,000 ordered, with the loan from Mrs. Mona to her son that admittedly was not fully documented and no evidence of payments have been provided." *See Exhibit 2*. Thus, the District Court's decision to set the bond amount improperly relied upon mere allegations from a different case, which has only recently been served, but the District Court has already prejudged the case against the Monas and weighed the "evidence." In contrast, the District Court previously granted a stay to Rhonda because "[t]he Court understands, however, that people need money to live." *See Excerpts of 7/9/15 hearing transcript attached as Exhibit 4*. Now, Rhonda is required to give up the entirety of the funds in her separate bank accounts based, in part, upon the District Court's prejudgment of Far West's new lawsuit.

When the Monas previously requested a stay of all District Court proceedings, the broad request was based upon Far West's continued failure to abide by basic principles of due process in seeking to execute upon assets. Aside from the ill-gotten sanctions order that is the subject of this original proceeding (*see* **Exhibit 5**), Far West previously moved the District Court to seize other assets held by Rhonda, including firearms and her personal vehicle—all without invoking any execution or garnishment procedures in NRS Chapters 21 and 31. *See* cover page of Far West's 7/16/15 motion to compel attached as **Exhibit 6**. Far West conveniently avoids the formal methods of execution because it has already obtained a ruling that the Monas cannot claim exemptions to certain categories of property. *See, e.g.,* **Exhibit 5**, pg. 10, lines 12–15. Although this Court's August 31, 2015 stay order remains in place “pending further order of this court” (*see* **Exhibit 1**, pg. 1), Far West has filed another motion to compel, again avoiding the formal execution procedures to deprive the Monas of their statutory defenses. *See* cover page of Far West's 10/12/15 second motion to compel attached as **Exhibit 7**. Thus, the Monas once again ask this Court to vacate the District Court's order lifting stay and reinstate the stay of all District Court proceedings.

While the District Court held the bond hearing on September 17, 2015, no order is currently available from that hearing, even though the deadlines continue to run. Counsel for the respective parties agreed upon a draft order that was submitted to the District Court. However, Far West sent a message on Monday, November 12, 2015 to counsel that the District Court wanted to create

its own order from the electronic version of the order. As of the filing of this emergency motion, no written order has been filed. *See* email from Tom Edwards dated 10/12/15 attached as **Exhibit 8**. As such, the Monas seek emergency relief because the District Court will lift the stay as to Rhonda after Monday, November 19, 2015, and Far West will remove funds from her bank accounts that the District Court had previously described as living expenses. *See Exhibit 4*. Further, the Monas satisfy the conditions to waive any supersedeas bond requirement, particularly because this Court already entered a stay of all District Court proceedings.

II

LEGAL ARGUMENT

- A. The Order setting the bond amount and timing should be modified, because as written, it will defeat the object of the writ petition and will cause the Monas to suffer irreparable injury.**

This Court previously granted a stay of all District Court proceedings. *See Exhibit 1*. In reaching this stay, the Court considered the four NRAP 8(c) factors: (1) Whether the object of the appeal or writ petition will be defeated if the stay or injunction is denied; (2) Whether appellant/petitioner will suffer irreparable or serious injury if the stay or injunction is denied; (3) Whether the respondent/real party in interest will suffer irreparable or serious injury if the stay or injunction is granted; and (4) Whether appellant/petitioner is likely to prevail on the merits of the appeal. *See Hansen v. Dist. Ct.*, 116 Nev. 650, 6 P.3d 982 (2000); *see also Mikohn Gaming Corp. v. McCrea*, 120 Nev. 248, 89 P.3d 36 (2004) (holding that while no one factor is more important, “if one or

two factors are especially strong, they may counterbalance other weak factors”). This Court’s previous stay entered on August 31, 2015 is effective “pending further order of this court.” See **Exhibit 1**, pg. 1.

The District Court’s order setting a supersedeas bond of \$24,172,076.16 for Mike and \$490,000 for Rhonda in such a short time frame prevents the Monas from pursuing this writ petition while the District Court proceedings are stayed, which was the intent of this Court’s August 31, 2015 stay order. The District Court’s order will defeat the object of this writ petition and cause serious injury to the Monas. Accordingly, the Monas request that this Court grant their requested relief to vacate the District Court’s supersedeas bond requirement.

Adjustment of the Bond Amount

The Monas are unable to post a bond in the amounts ordered by the District Court. Mike has been ordered to post a supersedeas bond of \$24,172,076.16 within seven business days of the District Court hearing—a deadline that has already passed and has now encouraged Far West to continue to seek assets without following any formal procedures designed to protect the Monas’ procedural due process rights.

Nevada law has examined the conditions required for waiving a supersedeas bond or posting alternative security in *Nelson v. Heer*, 121 Nev. 832, 834, 122 P.3d 1252, 1253 (2005). As the *Nelson* court held, “[C]ourts retain the inherent power to grant a stay in the absence of a full bond.” 121 Nev. at 834, 122 P.3d at 1253 (citations omitted). Two relevant examples are

mentioned in *Nelson* when a full supersedeas bond is not required: First, when “the judgment debtor’s financial condition is such that the posting of a full bond would impose an undue financial burden.” *Poplar Grove, Etc. v. Bache Halsey Stuart, Inc.*, 600 F.2d 1189, 1191 (5th Cir. 1979). Second, when “a full bond would impose an undue financial burden and the debtor’s financial dealings can be restrained to provide alternate security.” *Id.* Other courts analyzing FRCP 62 have reached similar conclusions.

For example, in *C. Albert Sauter Co., Inc. v. Richard S. Sauter Co., Inc.*, 368 F.Supp. 501, 520 (E.D. Pa. 1973), the court reduced the bond requirement based on the “uncontradicted financial statements filed in this action,” and a finding that “the defendants, severally and jointly, are without sufficient assets to satisfy the judgment and are unable to obtain a bond in the amount of the verdict plus counsel fee and costs. Execution of the judgment would place Richard S. Sauter Company, Inc. and each of the individual defendants in insolvency.” In *Miami Intern. Realty Co. v. Paynter*, 807 F.2d 871 (10th Cir. 1986), the court used its discretion to reduce a bond amount from the \$2,100,000 judgment amount to a bond amount for the judgment debtor’s malpractice insurance coverage amount of \$500,000. *Id.* at 873. The court found that execution of the judgment would cause irreparable harm and place the debtor into insolvency, and reduced the bond amount on that basis. *Id.* at 874.

In *Olympia Equipment v. Western Union Telegraph Co.*, 786 F.2d 794 (7th Cir. 1986), alternative security was permitted, where paying the full

amount of damages as a bond would have sent the company into bankruptcy. The judgment in that case involved treble damages of \$36 million. The court explained that bonds may be reduced based on precarious financial situation and a pending bankruptcy, which is “of increasing importance in an age of titanic damage judgments—where the requirement would put the defendant’s other creditors in undue jeopardy.” *Olympia* at 796 (citing Poplar Grove, 600 F.2d at 1191).

Mike and Rhonda cannot post the bonds required by the District Court. Their financial situation simply does not permit the posting of a bond of \$24,172,076.16 for Mike and \$490,000 for Rhonda, particularly in light of the fact that the Monas recently divorced. If Far West is permitted to execute upon the judgment and drain Rhonda’s bank accounts, she will not have money to live on. *See Exhibit 4*. Further, Mike will then be required to acquire funds to replace Rhonda’s separate property, now that the Monas have divorced.

Based on the large bond amounts, the financial circumstances of the Monas, and the pending writ petition in this Court on the very issue of these collections, the Monas request a complete waiver of the supersedeas bond requirements, while maintaining this Court’s stay of all District Court proceedings.

B. The District Court’s order setting Rhonda’s bond amount improperly considered new evidence from a different District Court case.

The District Court improperly considered new evidence from a different District Court case in setting the bond amount for Rhonda at \$490,000. *See*

Exhibit 2. At the hearing, the District Court asked questions about a loan from Rhonda to her son, which is one of the grounds for Far West's new lawsuit. *See Exhibit 3.* In fact, the Court revealed that its requirement for a supersedeas bond was based, in part, on the allegations of Far West's new complaint: "[The] Court is concerned and it does factor in the granting of the \$490,000 ordered, with the loan from Mrs. Mona to her son that admittedly was not fully documented and no evidence of payments have been provided." *See Exhibit 2.* This analysis of facts outside of the record of this case in a bond hearing was improper. *Cf. Carson Ready Mix, Inc. v. First Nat'l Bank of Nevada*, 97 Nev. 474 (1981) (declining to look beyond the record of a case). Therefore, the Court should, at a minimum, completely eliminate the bond requirement for Rhonda.

III

CONCLUSION

This Court previously found that the Monas satisfy all the factors to stay the District Court proceedings during this original proceeding. However, the District Court's order on the supersedeas bond imposes an impossible condition and has effectively voided this Court's ruling that a stay is appropriate while the writ petition is pending. Because the Monas cannot possibly comply with the onerous bond requirements, the District Court's order will have the effect of permitting Far West to execute on the bank accounts that Rhonda requires for living expenses and that are the very subject of this writ petition.

In addition, the District Court improperly considered facts from outside the record in reaching the \$490,000 bond amount for Rhonda. Therefore, the Monas hereby request that this Court grant their emergency motion under NRAP 27(e) to waive the supersedeas bond requirements by the Monday, October 19, 2015 deadline.

DATED: 10/15/15

/s/ Micah S. Echols

TERRY A. COFFING

Nevada Bar No. 4949

MICAH S. ECHOLS

Nevada Bar No. 8437

TYE S. HANSEEN

Nevada Bar No. 10365

Marquis Aurbach Coffing

10001 Park Run Drive

Las Vegas, Nevada 89145

702-382-0711

Email: tcoffing@maclaw.com

mechols@maclaw.com

thanseen@maclaw.com

/s/ Robert L. Eisenberg

ROBERT L. EISENBERG

Nevada Bar No. 0950

Lemons, Grundy & Eisenberg

6005 Plumas Street, #300

Reno, Nevada 89519

775-786-6868

Email: rle@lge.net

NRAP 27(e) CERTIFICATE

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

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

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

On September 17, 2015, the District Court ordered the posting of a bond for \$24,172,076.16 within seven days for Mike and \$490,000 within 30 days for Rhonda. The written order has not yet been entered. The Monas seek emergency relief to be granted by October 19, 2015. Counsel for Far West was notified on October 6, 2015, via e-mail, that the Monas intended to seek emergency relief from this Court under NRAP 27(e).

I hereby certify that this emergency motion for stay under NRAP 27(e) relies upon issues raised by the Monas in the District Court, and otherwise complies with the provisions of NRAP 27(e).

DATED: 10/15/15

/s/ Micah S. Echols
TERRY A. COFFING
Nevada Bar No. 4949
MICAH S. ECHOLS
Nevada Bar No. 8437
TYE S. HANSEEN
Nevada Bar No. 10365
Marquis Aurbach Coffing
10001 Park Run Drive
Las Vegas, Nevada 89145
702-382-0711
Email: tcoffing@maclaw.com
mechols@maclaw.com
thanseen@maclaw.com

/s/ Robert L. Eisenberg
ROBERT L. EISENBERG
Nevada Bar No. 0950
Lemons, Grundy & Eisenberg
6005 Plumas Street, #300
Reno, Nevada 89519
775-786-6868
Email: rle@lge.net

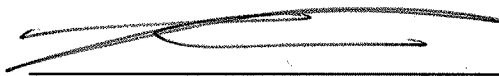
CERTIFICATE OF SERVICE

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

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

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

DATED this 15th day of October, 2015.



An employee of
Marquis Aurbach Coffing

Exhibit 1

IN THE SUPREME COURT OF THE STATE OF NEVADA

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

vs.

THE EIGHTH JUDICIAL DISTRICT
COURT OF THE STATE OF NEVADA,
IN AND FOR THE COUNTY OF
CLARK; AND THE HONORABLE
JOSEPH HARDY, JR., DISTRICT
JUDGE,

Respondents,

and

FAR WEST INDUSTRIES,
Real Party in Interest.

No. 68434

FILED

AUG 31 2015

TRACIE K. LINDEMAN
CLERK OF SUPREME COURT
BY S. Young
DEPUTY CLERK

ORDER

This original petition for a writ of mandamus or prohibition challenges a district court order that, in part, directs funds in certain bank accounts to be applied to a domesticated foreign judgment. We previously entered a temporary stay, pending receipt and consideration of additional documents regarding the stay. Having reviewed the motion for stay, the opposition thereto, and the reply,¹ we conclude that a stay is warranted, pending our further consideration of this writ proceeding. NRAP 8(c); *Fritz Hansen A/S v. Eighth Judicial Dist. Court*, 116 Nev. 650, 6 P.3d 982 (2000). Accordingly, we stay all proceedings in Eighth Judicial District Court Case No. A-12-670352-F, pending further order of this court.

¹We grant petitioners' motion to exceed the page limit for the reply in support of the stay motion and direct the clerk to file the reply received on August 24, 2015.

In its opposition to petitioners' stay motion, real party in interest requests that petitioners be required to post a "significant" bond as a condition of any stay. It does not appear that the district court has yet considered the proper amount of any supersedeas bond, NRAP 8(a)(1)(B), and we have routinely recognized that the district court is better suited for making supersedeas bond determinations. *See Nelson v. Heer*, 121 Nev. 832, 836, 122 P.2d 1252, 1254 (2005). Accordingly, we deny without prejudice real party in interest's request to require a bond and determine the amount of such a bond.

Additionally, real party in interest has filed a motion to prevent petitioners from "transferring, disposing of or encumbering any non-exempt property while this [matter] remains pending."² Having considered the motion and petitioners' opposition,³ we deny the motion. We note that a bond would be an appropriate method to protect real party in interest's ability to eventually execute on their judgment and, as explained above, the district court is the proper forum to seek a bond.

Finally, having considered the petition and reviewed the documents submitted with it, it appears that an answer to the petition will assist this court in resolving the matter. Therefore, real party in

²Real party in interest titled its motion as an "emergency" and requested relief within four days of its filing. However, real party in interest failed to identify a specific event or action that required relief in less than 14 days, other than its apparent desire to have the motion resolved as soon as possible. This does not constitute an emergency under our rules.

³We grant petitioners' motion to exceed the page limit for an opposition to a motion and direct the clerk to file the opposition received on August 25, 2015.

interest, on behalf of respondents, shall have 30 days from the date of this order within which to file an answer, including authorities, against issuance of the requested writ. Petitioner shall have 15 days from service of the answer to file and serve any reply.

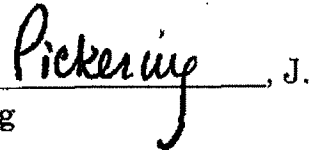
It is so ORDERED.

 J.

Saitta

 J.

Gibbons

 J.

Pickering

cc: Hon. Joseph Hardy, Jr., District Judge
Marquis Aurbach Coffing
Lemons, Grundy & Eisenberg
Holley, Driggs, Walch, Fine Wray Puzey & Thompson/Las Vegas
Eighth District Court Clerk

Exhibit 2

REGISTER OF ACTIONS

CASE NO. A-12-670352-F

Far West Industries, Plaintiff(s) vs. Rio Vista Nevada, LLC ,
Defendant(s)

§
§
§
§
§
§

Case Type: Foreign Judgment

Date Filed: 10/18/2012

Location: Department 15

Cross-Reference Case Number: A670352

PARTY INFORMATION

		Lead Attorneys
Defendant	Maize, Bruce	
Defendant	Mona Family Trust	Terry A. Coffing <i>Retained</i> 7023820711(W)
Defendant	Mona, Michael J, Jr.	Terry A. Coffing <i>Retained</i> 7023820711(W)
Defendant	Rio Vista Nevada, LLC	
Defendant	World Development Inc	
Plaintiff	Far West Industries	F. Thomas Edwards <i>Retained</i> 702-791-0308(W)

EVENTS & ORDERS OF THE COURT

09/17/2015 **Motion (9:00 AM)** (Judicial Officer Hardy, Joe)
Plaintiff's Motion on An Order Shortening Time for Bond Pending Appeal
Minutes
09/17/2015 9:00 AM
- Court has reviewed the Pltf's Motion on an Order Shortening Time for Bond Pending Appeal, the attached exhibits , the Supreme Court order of 8/31/15, the Opposition to this Motion, the Nelson vs. Hear case and McCulloch vs. Genkins case as well as briefs submitted to the Court previously and the Court's 7/15/15 Order which gave rise to the Writ filed in front of the Supreme Court. Matter argued and submitted. Mr. Edwards, Esq. provided a copy of the Divorce Decree to the Court for review. Argument resumed. Court confirmed, Mr. Coffing, Esq. represents Mona Family Trust and Michael Mona and in a limited capacity for Rhonda Mona, as to rights only. COURT stated, it understands and agrees that as to Ms. Mona, she is not a judgment debtor but she has been affected by the Court's prior ruling, if the Court considers the writ and its affect on Ms. Mona. Court requests counsel to address argument as to Ms. Mona. COURT ORDERED, Pltf's Motion for Bond Pending Appeal on an Order Shortening Time is GRANTED in PART, as follows: The to extent the Defts. Rio Vista Nevada, LLC, World Development, Inc., Bruze Maize and Mr. Mona desire to have the present stay remain in place, as currently stayed by the Nevada Supreme Court, they shall be required to post a bond for Mr. Michael Mona in the amount of \$24,172,076.16 within SEVEN business (7) DAYS and to the extent Ms. Mona desires the stay to remain in place, she shall be required to post a bond in the amount of \$490,000.00 within THIRTY (30) DAYS. Court stated its FINDINGS and REASONS as follows: Court FINDS the Nelson case 121 NV 832 to be the controlling Nevada case on point and in addition to the Nevada Supreme Court Order dated 8/31/15 as well as NRAP 8 and the NRCP 62 or the case dealing with supersedeas bonds. Court is applying the factors as set forth in Nelson vs. Hear. Factor one, complexity of collection process, the collection process in this case has been extremely complex, convoluted and time consuming attorney fee costs consuming, favors the Pltf. and Deft's posting a supersedeas bond. Factor two, the amount of time required to obtain a judgment after it is affirmed on appeal, there is already a valid judgment, which is not on appeal, therefore this factor favors the Pltf. Factor three, the

degree of confidence the District Court has in the ability of funds to pay the judgment, Court has ZERO confidence given everything the Court has seen and heard, there is nothing that indicates the Defendants have the ability to pay the funds. Factor four, whether the Deft. ability to pay the judgment that costs would be a waste favors Deft's posting a full supersedeas bond. Hypothetically if the Deft's had a \$100,000. supersedeas bond against Apple, it would be clear that Apple would be able to pay same, which is not what we have in this case. Factor five, whether Deft. is in such a precarious financial situation that the requirement to post a bond would place other creditors of the Deft. in an insecure position - Defts' have not offered any evidence or cogent argument as to what other creditors they may be facing. Additionally Court appreciates the statement of counsel in terms of separating the judgment debtor Defendants from Ms. Rhonda Mona, which is why if the judgment debtor Defendants are ordered to post the full amount if they desire the stay to remain in place. As to all the Defendants as stated in the Nelson case the purpose of security for a stay pending appeal, was to protect the judgment creditor's ability to collect the judgment if it is affirmed by preserving the status quo and preventing prejudice to the creditor arising from the stay. However a supersedeas bond should not be the judgment debtors sole remedy, particularly where other appropriate, reliable alternatives exist. Thus the focus is properly on security while maintaining the status quo and protecting the judgment creditor pending an appeal. Not how "unusual" the circumstances are given the case may be [the part where the Supreme Court overruled the McCullough case.] In Nelson the Supreme Court did not fully overrule McCullough, except for portions of it, and some still apply particularly the statement in McCullough [which is still good law] "thus a supercedeas bond posted under NRCp 62 should usually be set in an amount that will permit full satisfaction of the judgment." District Court has the discretion to provide for a bond in a lesser amount or may permit security other than a bond. Accordingly, Court will exercise its discretion as to the Deft. judgment debtors and there is no reason, under Nelson, whereby they should be permitted a stay of execution with a bond less than the full amount and an alternative was not requested. COURT FINDS, as to Rhonda Mona the facts, as Court finds them, apply to allow the Court to exercise its discretion to reduce the bond amount from \$24,000,000. to \$490,000.00. COURT FINDS, there was a sale of stock whereby \$6,813,202.20 came into Mr. Mona and from that arose the agreement between Mr. & Mrs. Mona (which the Court believes to be fraudulent transfer) but nevertheless, assuming the agreement was valid, they split this amount in half whereby Ms. Mona (according to those documents and to which she may have later testified to the contrary), but according to that document she received \$3,406,601.10, which is the amount the Court would have found to be appropriate for a supersedeas bond as to Ms. Mona, however, the Court accepts the limitation suggested by Plt's counsel for an amount of \$4980,000. given the amounts that we think may have been in her bank accounts. Court understands that we are not sure because part of what has occurred is we don't have adequate records that the Court previously ordered produced, noting that the Nevada Supreme Court did stay the Court's order in that regard. Court agrees that as stated by Mr. Coffing, that Ms. Mona is not in the same position as the judgment debtors as both sides are familiar with. First she is not a judgment debtor Deft. in this action. Second, the underlying judgment arose from the actions of Mr. Mona and the other judgment debtors and not through any involvement of Ms. Mona. In going back to the Nelson factors: 1) complexity of the collection process COURT FINDS this factor favors the reduction to the \$490,000. but not to zero. In keeping it at that amount we have judgment debtor examination that was under taken, records that were requested that were not fully disclosed by Mr. and Ms. Mona and still have not been disclosed (understandably due to the stay now in place). Court is concerned and it does factor in the granting of the \$490,000. ordered, with the loan from Mrs. Mona to her son that admittedly was not fully documented and no evidence of payments have been provided. The divorce decree causes the Court to hesitate, although not enough to order the full \$24 Million bond, the collection process is not as complex as the other judgment debtors in this case. The amount of time required to obtain a judgment after it is affirmed on appeal, Court thinks that primarily this factor does not apply, however the Court thinks that if we had a case right on point with facts akin to ours, that the Nevada Supreme Court would clarify that such that the factor would apply. Court thinks it would be modified such that it would be the amount of time it would be to obtain an affirmation of the Court's ruling, which does not favor granting a full bond amount. 3) the degree of confidence the District Court has in Ms. Mona's ability to pay the

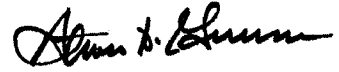
either the order or the judgment or a portion of the judgment, Court has no confidence and this factor may favor a \$24 million bond for her. 4) Ms. Mona's ability to pay either the judgment or any portion thereof or comply with the Court's order, which is stayed now, is not so plain that the cost of a bond would not be a waste of money.

- 5) Whether Ms. Mona is in such a precarious financial situation that the requirement to post a bond would place other creditors, of Ms. Mona, in a precarious position. And the Court thinks this factor weighs in favor of reducing the bond to be posted by Ms. Mona from the full \$24 million to \$490,000. in order to continue a stay of this Court's order from which Ms. Mona and Defendants have sought writ relief from the Nevada Supreme Court. In going back to the Order from the Supreme Court they state, "...we note that a bond would be an appropriate method to protect a real party in interest ability to eventually execute on their judgment and as explained above, the District Court is the proper forum to seek a bond." Some discussion was touched upon, at least in the opposition, we can't post a bond in three days as requested in the Motion. Accordingly, Court will entertained additional argument from counsel. COURT FURTHER ORDERED, that Ms. Mona have 30 days to post a bond and Defendants have 7 days to post a bond. Court clarified that none of Defendants nor Mrs. Mona are being ordered to post such a bond; however, postings are required to stay further enforcement of the Court's order. Counsel may clarify that Rio Vista is no longer in the caption and the reason for such, within the Order. Court directed Mr. Edwards to prepare the Order and submit to Mr. Coffing for his review and signature prior to submitting to the Court for signature.

Parties Present

Return to Register of Actions

Exhibit 3



CLERK OF THE COURT

COMP

F. THOMAS EDWARDS, ESQ.

Nevada Bar No. 9549

E-mail: tedwards@nevadafirm.com

ANDREA M. GANDARA, ESQ.

Nevada Bar No. 12580

E-mail: agandara@nevadafirm.com

HOLLEY DRIGGS WALCH

FINE WRAY PUZEY & THOMPSON

400 South Fourth Street, Third Floor

Las Vegas, Nevada 89101

Telephone: 702/791-0308

Facsimile: 702/791-1912

Attorneys for Plaintiff Far West Industries

DISTRICT COURT

CLARK COUNTY, NEVADA

FAR WEST INDUSTRIES, a California
corporation,

Plaintiff,

v.

MICHAEL J. MONA, JR., an individual;
RHONDA HELENE MONA, an individual;
MICHAEL MONA III, an individual;
LUNDENE ENTERPRISES, LLC, a Nevada
limited liability corporation, DOES 1 through 10
and ROE CORPORATIONS 1 through 10,
inclusive,

Defendants.

Case No.: A-15-724490-C

Dept. No.: XXXII

COMPLAINT

**ARBITRATION EXEMPTION CLAIMED:
Declaratory Relief Requested**

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

PARTIES

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

...

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

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

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

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

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

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

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

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

26 8. On February 23, 2012, the Superior Court of the State of California, County of
27 Riverside, Riverside Court (the "California Court"), entered Findings of Fact and Conclusions
28

1 of Law in the case of Far West Industries v. Rio Vista Nevada, LLC, et. al., Case No.
2 RIC495966 (the "California Action").

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

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

12 11. On April 27, 2012, the California Court entered Judgment in the amount of
13 \$17,777,562.18, plus costs of \$25,562.56 and attorney fees of \$327,548.84, in favor of Plaintiff
14 and against the following parties, jointly and severally: Mr. Mona, Mr. Mona as Trustee of the
15 Mona Family Trust, Rio Vista Nevada, LLC, and World Development, Inc. (the "Judgment").

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

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

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

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

27 ...

28 ...

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

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

5 16. Upon information and belief, Mr. Mona did not receive any consideration for the
6 \$500,000 transfer to Mrs. Mona.

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

8 17. On May 13, 2015, Plaintiff obtained orders in the Judgment Collection Action
9 scheduling judgment examinations of Mr. Mona and Mrs. Mona. The orders required Mr. Mona
10 and Mrs. Mona to produce documentation prior to the examinations.

11 18. One of the documents Mr. Mona and Mrs. Mona produced was a Post-Marital
12 Property Settlement Agreement (the "Agreement"), executed on or about September 13, 2013.

13 19. In the Agreement, Mr. Mona and Mrs. Mona explain that they have sold their
14 community property shares of Medical Marijuana, Inc., for \$6,813,202.20.

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

17 21. Upon information and belief, Mr. Mona did not receive any consideration for the
18 \$3,406,601.10 transfer to Mrs. Mona.

19 22. Mr. Mona failed to produce the Agreement pursuant to prior orders scheduling his
20 judgment debtor examination and requiring production of documents.

21 23. Mr. Mona also failed to disclose the Agreement during his testimony at the prior
22 judgment debtor examination on November 25, 2013.

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

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

27 ...

28 ...

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

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

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

7 28. Upon information and belief, on or about February 14, 2014, Mr. Mona and Mrs.
8 Mona, acting as co-trustees of the Mona Family Trust, sold stocks held in an investment
9 account with Employers Holdings, Inc. for approximately \$100,000.

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

13 30. Upon information, Mr. Mona did not receive any consideration for the transfer of
14 the \$90,000 to Mrs. Mona.

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

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

18 32. Mr. Mona testified at a judgment debtor examination on June 30, 2015 that he
19 purchased a Range Rover vehicle (the "Range Rover") either two or three years prior and that
20 he gave the Range Rover to his son (Michael III) a year prior.

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

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

25 35. Upon information, Mr. Mona did not receive any consideration for the transfer of
26 the Range Rover to Michael III.

27 ...

28 ...

FIRST CAUSE OF ACTION

(Fraudulent Transfer of \$500,000 – Mr. Mona and Mrs. Mona)

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

37. Mr. Mona transferred \$500,000 to Mrs. Mona.

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

39. Mrs. Mona is an insider to Mr. Mona.

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

41. Upon information and belief, Mr. Mona concealed the transfer.

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

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

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

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

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

47. The transfer occurred shortly after a substantial debt was incurred.

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

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

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

1 51. As a direct and proximate result of the conduct by Mr. Mona and Mrs. Mona,
2 Plaintiff has been damaged in a substantial sum, in excess of \$10,000.

3 52. Plaintiff has, by reason of the foregoing, been required to obtain the services of an
4 attorney and is entitled to recover its reasonable attorney fees and costs from Mr. Mona and
5 Mrs. Mona.

6 **SECOND CAUSE OF ACTION**

7 **(Fraudulent Transfer of \$3,406,610.10 – All Defendants)**

8 53. Plaintiff repeats and realleges the preceding allegations and by this reference
9 incorporates the same as though fully set forth herein.

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

11 55. Upon information and belief, Mr. Mona made the transfer with the actual intent to
12 hinder, delay or defraud Far West.

13 56. Mrs. Mona is an insider to Mr. Mona.

14 57. Upon information Mr. Mona retained possession or control of the property
15 transferred after the transfer.

16 58. Upon information and belief, Mr. Mona concealed the transfer.

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

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

20 61. Upon information and belief, Mr. Mona removed or concealed assets.

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

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

25 64. The transfer occurred shortly after a substantial debt was incurred.

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

28 ...

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

4 67. 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 68. 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 69. Upon information and belief, Mrs. Mona transferred \$900,000 of the
11 \$3,406,601.10 from Mr. Mona transferred to Michael III without consideration.

12 70. Michael III is an insider of Mr. Mona.

13 71. Upon information and belief, Michael III purchased the San Diego Property with
14 the \$900,000 Mrs. Mona transferred to him.

15 72. Upon information and belief, Michael III did not take the \$900,000 in good faith
16 for value.

17 73. Upon information and belief, Michael III transferred the San Diego Property to
18 Lundene.

19 74. Upon information and belief, Lundene did not take the San Diego Property in
20 good faith for value.

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

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

25 **THIRD CAUSE OF ACTION**

26 **(Fraudulent Transfer of \$90,000 – Mr. Mona and Mrs. Mona)**

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

- 1 78. Mr. Mona transferred \$90,000 to Mrs. Mona.
- 2 79. Mrs. Mona used the \$90,000 to purchase Mrs. Mona the Jaguar in 2014.
- 3 80. Upon information and belief, Mr. Mona and/or the Mona Family Trust made the
4 transfer with the actual intent to hinder, delay or defraud Far West.
- 5 81. Mrs. Mona is an insider to Mr. Mona and the Mona Family Trust.
- 6 82. Upon information and belief, Mr. Mona concealed the transfer.
- 7 83. Before the transfer was made, Mr. Mona had been sued or threatened with suit.
- 8 84. Upon information and belief, Mr. Mona removed or concealed assets.
- 9 85. Upon information and belief, the value of the consideration received by Mr. Mona
10 was not reasonably equivalent to the value of the assets transferred.
- 11 86. Upon information and belief, Mr. Mona was insolvent or became insolvent
12 shortly after the transfer was made.
- 13 87. The transfer occurred shortly after a substantial debt was incurred.
- 14 88. Upon information and belief, Mr. Mona made the transfer without receiving a
15 reasonably equivalent value in exchange for the transfer or obligation.
- 16 89. Upon information and belief, at the time of the transfer, Mr. Mona intended to
17 incur, or believed or reasonably should have believed that he would incur, debts beyond his
18 ability to pay as they became due.
- 19 90. Upon information and belief, Mr. Mona made the transfer without receiving
20 reasonably equivalent value in exchange for the transfer and Mr. Mona was insolvent at the time
21 of the transfer or became insolvent as a result of the transfer.
- 22 91. As a direct and proximate result of the conduct by Mr. Mona and Mrs. Mona,
23 Plaintiff has been damaged in a substantial sum, in excess of \$10,000.
- 24 92. Plaintiff has, by reason of the foregoing, been required to obtain the services of an
25 attorney and is entitled to recover its reasonable attorney fees and costs from Mr. Mona and
26 Mrs. Mona.
- 27 ...
- 28 ...

FOURTH CAUSE OF ACTION

(Fraudulent Transfer of Range Rover – Mr. Mona and Michael III)

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

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

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

96. Michael III is an insider to Mr. Mona.

97. Upon information and belief, Mr. Mona concealed the transfer.

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

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

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

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

102. The transfer occurred shortly after a substantial debt was incurred.

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

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

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

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

1 107. Plaintiff has, by reason of the foregoing, been required to obtain the services of an
2 attorney and is entitled to recover its reasonable attorney fees and costs from Mr. Mona and
3 Michael III.

4 **FIFTH CAUSE OF ACTION**

5 **(Civil Conspiracy – All Defendants)**

6 108. Plaintiff repeats and realleges the preceding allegations and by this reference
7 incorporates the same as though fully set forth herein.

8 109. Upon information and belief, the Defendants conspired and agreed with each
9 other to commit the aforementioned transactions to hide, transfer, and/or accept the transferred
10 properties with the intent of hindering, delaying, and/or defrauding the Plaintiff in its collection
11 of the Judgment.

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

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

16 **SIXTH CAUSE OF ACTION**

17 **(Declaratory Relief – All Defendants)**

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

20 113. An actual, justiciable controversy exists between Plaintiff and Defendants
21 regarding the nature of the aforementioned transactions and assets, including whether Plaintiff
22 may execute upon and apply those assets towards the satisfaction of the Judgment.

23 114. Plaintiff contends that the aforementioned transactions are fraudulent transfers
24 and that Plaintiff may execute upon and apply those assets, based upon the fraudulent transfers
25 and/or the community property nature of the assets, towards the satisfaction of the Judgment.

26 115. Notwithstanding the above, upon information and belief, Defendants contend that
27 aforementioned transactions are not fraudulent transfers and that Plaintiff may not execute upon
28 and apply those assets towards the satisfaction of the Judgment.

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

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

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

DEMAND

WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

1. For all damages allowed by law as to each of Plaintiff's Causes of Action;
2. For prejudgment and postjudgment interest, at the highest rate permitted by applicable law;
3. For a declaration by the Court that that the aforementioned transactions are fraudulent transfers and that Plaintiff may execute upon and apply those assets, based upon the fraudulent transfers and/or the community property nature of the assets, towards the satisfaction of the Judgment;
4. For an order avoiding the fraudulent transfers;
5. For an order of attachment and/or garnishment against the fraudulently transferred assets property and other property of the transferees;
6. For an injunction against further disposition by the Defendants of the fraudulently transferred assets and of other property;
7. For all costs and expenses, including reasonable attorney fees, incurred by Plaintiff in connection with the commencement and prosecution of this action; and

...

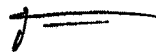
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1 8. For such other and further relief as the Court deems just and proper.

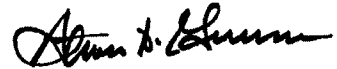
2 Dated this 11th day of September, 2015.

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

5
6 
7 F. THOMAS EDWARDS, ESQ.
8 Nevada Bar No. 9549
9 E-mail: tedwards@nevadafirm.com
10 ANDREA M. GANDARA, ESQ.
11 Nevada Bar No. 12580
12 E-mail: agandara@nevadafirm.com
13 400 South Fourth Street, Third Floor
14 Las Vegas, Nevada 89101
15 Telephone: 702/791-0308
16 Facsimile: 702/791-1912

17 *Attorneys for Plaintiff Far West Industries*
18
19
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25
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27
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Exhibit 4



CLERK OF THE COURT

TRAN

DISTRICT COURT
CLARK COUNTY, NEVADA

* * * * *

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

BEFORE THE HONORABLE JOE HARDY, DISTRICT COURT JUDGE

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

THURSDAY, JULY 9, 2015

APPEARANCES:

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

FOR THE DEFENDANTS: TERRY A. COFFING, ESQ.

ALSO PRESENT:

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

COURT RECORDER:

MATTHEW YARBROUGH
District Court

TRANSCRIPTION BY:

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

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

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

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

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

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

18 THE COURT: No.

19 MR. EDWARDS: Okay. Thank you.

20 THE COURT: Thank you.

21 MR. COFFING: Thank you, Your Honor.

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

23 * * * * *

24

25

CERTIFICATION

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

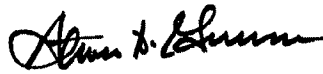
AFFIRMATION

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

Verbatim Digital Reporting, LLC
Englewood, CO 80110
(303) 798-0890

Julie Ford 7-10-15
JULIE FORD TRANSCRIBER DATE

Exhibit 5



CLERK OF THE COURT

ORDER

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

Attorneys for Plaintiff Far West Industries

DISTRICT COURT

CLARK COUNTY, NEVADA

FAR WEST INDUSTRIES, a California
corporation,

Plaintiff,

v.

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

Defendants.

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

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

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

The Court held a hearing regarding its Order To Show Cause Why Accounts Of Rhonda Mona Should Not Be Subject To Execution And Why The Court Should Not Find Monas In Contempt ("Order to Show Cause") on July 9, 2015, at 9:00 a.m. ("July 9 Hearing"). F. Thomas Edwards, Esq. and Andrea M. Gandara, Esq. of the law firm of Holley, Driggs, Walch, Fine, Wray, Puzey & Thompson, appeared on behalf of Plaintiff Far West Industries ("Plaintiff" or "Far West"). Terry A. Coffing, Esq., of the law firm of Marquis Aurbach Coffing, appeared on behalf of Defendant Michael J. Mona, Jr. ("Mr. Mona") and Rhonda Helene Mona ("Mrs. Mona") (collectively referred to as the "Monas"). Edward L. Kainen, Esq., and Andrew L.

1 Kynaston, Esq., of the law firm of Kainen Law Group, LLC, also appeared as divorce counsel
2 for Mrs. Mona.

3 Prior to the July 9 Hearing, the Court reviewed all relevant pleadings and papers before
4 it, including, but not limited to: (1) Plaintiff's Ex Parte Application For Order To Show Cause
5 Why Accounts Of Rhonda Mona Should Not Be Subject To Execution And Why The Court
6 Should Not Find The Monas In Contempt ("Application") and the attached Exhibits 1-4; (2) the
7 Order to Show Cause and the notice of entry and receipt of copy associated therewith; (3) the
8 Response to Order To Show Cause Why Accounts Of Rhonda Mona Should Not Be Subject To
9 Execution And Why The Court Should Not Find The Monas In Contempt ("Response") and the
10 attached Exhibits A-C; (4) the Plaintiff's Reply in Support of Order To Show Cause Why
11 Accounts Of Rhonda Mona Should Not Be Subject To Execution And Why The Court Should
12 Not Find The Monas In Contempt ("Reply"); (4) the Supplement to Response to Order To Show
13 Cause Why Accounts Of Rhonda Mona Should Not Be Subject To Execution And Why The
14 Court Should Not Find The Monas In Contempt ("Supplement"). The Court was presented the
15 Declaration in Support of Request for Contempt of Plaintiff's counsel, F. Thomas Edwards, Esq.,
16 at the July 9 Hearing, which it accepted without objection.

17 With no other appearances having been made, the Court having reviewed and examined
18 the papers, pleadings and records on file in the above-entitled matter and heard the argument of
19 counsel, and good cause appearing therefore, the Court enters the following findings facts and
20 conclusions of law. To the extent any finding of fact should properly be designated a conclusion
21 of law, it shall be deemed a conclusion of law. To the extent any conclusion of law should
22 properly be designated a finding of fact, it shall be deemed a finding of fact.

23 The Court makes the following findings of facts and conclusions of law:

24 On April 27, 2012, Plaintiff obtained a Judgment entered against Mr. Mona and the Mona
25 Family Trust Dated February 21, 2002 ("Mona Family Trust"). See Judgment, attached as Ex. 4
26 to Application. Mr. Mona and Mrs. Mona were at all relevant times co-trustees of the Mona
27 Family Trust, although after this Court ordered Mrs. Mona to appear for a judgment debtor
28 examination, based upon her capacity as trustee of the Mona Family Trust, Mrs. Mona resigned

1 and/or was removed as a trustee.

2 On January 30, 2013, the Court entered its original order for the judgment debtor
3 examination of Mr. Mona, setting forth certain documents that Mr. Mona was required to
4 produce, including:

5 8. Documents reflecting all assets (real, personal or mixed),
6 whether owned by you individually, in any partnership or
7 corporation form or in joint tenancy or in tenancy in common for
8 the past five (5) years.

9 11. A copy of all statements, and a copy of each check
10 register for each account, for each and every financial
11 institution (including but not limited to all banks, savings and
12 loans, credit unions, and brokerage houses) where you have an
13 account, where you have signature authority on an account, or in
14 which you have held or now hold an interest from January 2005
15 through to the present.

16 12. A copy of all bank statements, deposit slips, and canceled
17 checks for all bank, money market accounts which you own or in
18 which you owned any interest whatsoever, or on which you were
19 authorized to draw checks, whether said documents were in your
20 name alone, in the name of another person/entity, or in the
21 name of another and yourself as joint tenants, for the period of
22 three (3) years prior to the date hereof.

23 13. All savings account passbooks, bank statements and
24 certificates of deposit for any and all accounts, in which you
25 owned any interest whatsoever, or from which you were
26 authorized to make withdrawals, whether said accounts were in
27 your name alone, in the name of any other person, or in your name
28 and another as joint tenants, for the period of five (5) years prior to
the date hereof.

39. Copies of any and all contracts to which you are a party
entered into within the last five (5) years.

21 See Ex. A to Order entered 1/30/13 ("January 2013 Order") (emphasis added).

22 The Court subsequently ordered Mr. Mona to make a complete production of documents
23 by September 25, 2013. See Order entered 10/7/13 ("October 2013 Order"), 2:9-13.

24 On or about September 13, 2013, the Monas executed a Post-Marital Property Settlement
25 Agreement, in which Mr. and Mrs. Mona explain that they have sold their community property
26 shares of Medical Marijuana, Inc., for \$6,813,202.20. See Ex. 1 to the Application. The
27 Agreement then purports to divide the proceeds equally between themselves as their separate
28 property, with each receiving \$3,406,601.10. Id.

1 Although Mr. Mona produced approximately 33,000 documents in response to the
2 January 2013 Order and the October 2013 Order, Mr. Mona did not produce the Post-Marital
3 Settlement Agreement, in violation of both the January 2013 Order and the October 2013 Order.

4 At his judgment debtor examination on November 25, 2013, when Mr. Mona was asked
5 what he did with the more than \$6 million in stock sale proceeds, Mr. Mona lied and failed to
6 disclose the transfer of \$3,406,601.10 to Mrs. Mona. Specifically, at the judgment debtor
7 examination on November 25, 2013, Mr. Mona testified as follows:

8 Q. When you got out of Alpine Securities, how much was the
9 stock worth?

10 A. About \$0.12 a share.

11 Q. And translate that into an aggregate.

12 A. About \$6 million.

13 Q. Did you cash out?

14 A. Yes.

15 Q. What did you do with that \$6 million?

16 A. Paid bills.

17 Q. What bills?

18 A. Paid off some debts that I had.

19 Q. What bills?

20 A. Just personal bills. Gave 2.6 – loaned \$2.6 million to Roen
Ventures.

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

23 Mr. Mona's deceit and omission cannot be excused by a lack of memory because the
24 purported transfer through the Post-Marital Settlement Agreement occurred only shortly before
25 his examination. Likewise, Mr. Mona's deceit and omission cannot be blamed on his attorney,
26 as Mr. Mona was in control of his testimony at the judgment debtor examination in 2013. At his
27 more recent judgment debtor examination, Mr. Mona admitted that he should have produced the
28 Post-Marital Settlement Agreement in 2013 and that he should have disclosed it during the

1 November 25, 2013 examination and, on this point, the Court agrees with Mr. Mona.

2 The Court finds that the money purportedly transferred through the Post-Marital
3 Settlement Agreement was community property as it was acquired during the Monas' marriage.
4 The Monas have been married for more than 30 years. All property acquired after the marriage
5 by either husband or wife is community property, subject only to limited exceptions identified in
6 NRS 123.220. All debts incurred during that time are community debts under Randono v. Turk,
7 86 Nev. 123, 466 P.2d 218 (1970). See also Cirac v. Lander Cnty., 95 Nev. 723, 602 P.2d 1012;
8 In re Bernardelli, 12 B.R. 123 (Bankr. D. Nev. 1981); Nelson v. United States, 53 F.3d 339, 1995
9 WL 257884; F.T.C. v. Neiswonger, 580 F.3d 769 (8th Cir. 2009).

10 Plaintiff obtained the Judgment against Mr. Mona during the Monas' marriage, and it
11 therefore is a community debt. That community debt can be collected against the entirety of the
12 Monas' community property under Randono v. Turk, 86 Nev. 123, 466 P.2d 218 (1970) and
13 Henry v. Rizzolo, 2012 WL 1376967 (Dist. Nev. April 19, 2012). See also Cirac v. Lander
14 Cnty., 95 Nev. 723, 602 P.2d 1012; In re Bernardelli, 12 B.R. 123 (Bankr. D. Nev. 1981); Nelson
15 v. United States, 53 F.3d 339, 1995 WL 257884; F.T.C. v. Neiswonger, 580 F.3d 769 (8th Cir.
16 2009). The Court finds Norwest Fin. v. Lawver, 849 P.2d 324 (Nev. 1993) and Hogevoll v.
17 Hogevoll, 59 Cal.App.2d 188, 138 P.2d 693 (1943), which are cited in the Response,
18 distinguishable as those cases involved determinations of lender intent and community debt with
19 respect to loans made during marriage, as opposed to collection on a judgment for fraud
20 committed by a spouse during marriage. Mrs. Mona's alleged lack of involvement in the
21 underlying litigation that gave rise to Far West's Judgment is not relevant as to judgment
22 collection. There is no evidence that the assets and debts at issue here were acquired by either of
23 the Monas before marriage.

24 On May 13, 2015, the Court entered orders scheduling the judgment debtor examinations
25 of Mr. and Mrs. Mona. The order set forth a list of documents that Mr. and Mrs. Mona were
26 required to produce, including:

- 27 1. For the period beginning April 2012 through the present
28 date, financial documents of Judgment Debtor, including, but
not limited to, but not limited to, statements for checking,

1 savings or other financial accounts, securities brokerage
2 accounts, certificates of deposit, shares in banks, savings and loan,
3 thrift, building loan, credit unions, or brokerage houses or
4 cooperative, and records of income, profits from companies, cash
5 on hand, safe deposit boxes, deposits of money with any other
6 institution or person, cash value of insurance policies, federal and
7 state income tax refunds due or expected, any debt payable to or
8 held by or for Judgment Debtor, checks, drafts, notes, bonds,
9 interest bearing instruments, accounts receivable, liquidated and
10 unliquidated claims of any nature, or any and all other assets.

11 23. For the period beginning April 2012 through the present
12 date, Documents relating to monies, gifts, bequests, dispositions,
13 or transfers paid or given to Judgment Debtor.

14 26. For the period beginning April 2012 through the present
15 date, Documents relating to all tangible or intangible property or
16 other assets sold, assigned, transferred, or conveyed by
17 Judgment Debtor to any person or entity.

18 29. Documents evidencing any and all other intangible
19 personal, tangible, and/or real property of Judgment Debtor not
20 already identified in the items set forth above.

21 See Orders entered 5/13/15 ("May 2015 Orders").

22 In their response to the May 2015 Orders, the Monas did not produce certain bank
23 records purportedly because the bank accounts are in the name of Mrs. Mona only, despite the
24 fact that the accounts hold community property, in violation of the May 2015 Orders. Mrs.
25 Mona made no efforts to produce any documents in response to the May 2015 Orders. Mr.
26 Mona's failure to produce these bank records in response to the January 2013 Order and the
27 October 2013 Order was also a violation of said orders.

28 According to Mrs. Mona's testimony during examination, she has three (3) different bank
29 accounts in her name. The first account is a checking account at Bank of George, which contains
30 approximate \$190,000.00 in purported earnings from design projects performed by Mrs. Mona
31 during the marriage, such that the funds are community property. See Rough Transcript of
32 06/26/15 Judgment Debtor Examination of Mrs. Mona, 26:6-14 and 27:19-29:19 attached as Ex.
33 3 to the Application.

34 The second account is a money market account at the Bank of George, which contains
35 approximately \$300,000.00 that is purportedly the only remaining money from the transfer to
36 Mrs. Mona through the Post-Marital Settlement Agreement. Mrs. Mona testified that she

1 believes she only received approximately \$2 million based upon the Post-Marital Settlement
2 Agreement, instead of the full \$3.4 million identified in the Post-Marital Settlement Agreement.
3 See Rough Transcript of 06/26/15 Judgment Debtor Examination of Mrs. Mona, 21:18-23
4 attached as Ex. 3 to the Application. These funds constitute community property because they
5 were acquired during marriage. This remains true despite the Monas fraudulent transfer of the
6 community property to Mrs. Mona, as explained in more detail below.

7 The third account is a checking account from Bank of Nevada, which is purportedly
8 funded through the money market account at Bank of George, and thus also contains community
9 property.

10 The Monas did not produce any records related to these three (3) accounts that contain
11 community property in Mrs. Mona's name and so it is not possible to determine the account
12 numbers and identifying information associated with these accounts.

13 While the Response mentions the Monas' divorce proceedings, the Response omitted key
14 facts about the divorce, including that the divorce proceeding was only filed on July 2, 2015, and
15 that the Monas testified at their respective judgment debtor examinations just a few days earlier
16 that they had no plans to get divorced. The omission of these material facts in the Response
17 reflects on the Monas' credibility.

18 The fact that Mrs. Mona filed for divorce after the Court issued its Order to Show Cause
19 does not deprive the Court of its jurisdiction to rule on the Order to Show Cause. The Monas
20 have cited to no authority that the filing of a divorce complaint imposes a stay of execution upon
21 a judgment.

22 The Response to the Order to Show Cause complains about the timing of the briefing
23 schedule and the hearing date. However, the Response failed to disclose that Plaintiff offered to
24 both extend the briefing schedule and continue the hearing. At the hearing, the Court offered
25 additional time to the Monas, but the Monas declined. Accordingly, the Court proceeded to issue
26 its ruling.

27 The Monas have preempted the presiding judge as to any request for contempt in the
28 Application, as they are entitled to do. The Court expressly makes no finding of contempt as to

1 Mr. and Mrs. Mona without prejudice to Plaintiff pursuing such a request before another judge.
2 The Court only is considering whether sanctions should be issued pursuant to NRCP 37 as
3 requested in the Application.

4 The Court finds that Mr. Mona violated the January 2013 Order and October 2013 Order
5 by not producing the Post-Marital Settlement Agreement and the bank account records for Mrs.
6 Mona's three (3) bank accounts that contained community property. The Court further finds that
7 both Mr. and Mrs. Mona violated the May 2015 Orders by failing to produce bank records for
8 Mrs. Mona's three (3) bank accounts that contained community property.

9 The Court concludes that Mr. Mona's failure to produce the Post-Marital Settlement
10 Agreement as ordered and Mr. Mona and Mrs. Mona's failure to disclose Mrs. Mona's bank
11 records for the three (3) accounts in Mrs. Mona's name were not substantially justified and
12 constitute serious violations subject to sanctions under NRCP 37. Considering all available
13 sanctions under NRCP 37 for such violations, the Court finds grounds to designate the Post-
14 Marital Settlement Agreement a fraudulent transfer under NRS 112.180 on the merits based on
15 the following badges of fraud associated with that transfer.

16 First, the transfer in the Post-Marital Settlement Agreement was to an insider, Mrs.
17 Mona, as she is the wife of Mr. Mona, a judgment debtor, and was at all relevant times the
18 Trustee of the Mona Family Trust, a judgment debtor.

19 Second, Mr. Mona appears to have retained possession and control over some portion of
20 the funds that were purportedly transferred pursuant to the Post-Marital Settlement Agreement.

21 Third, Mr. Mona concealed the transaction by not producing the Post-Marital Settlement
22 Agreement as required by the January 2013 Order and October 2013 Order and by not disclosing
23 the transfer during his judgment debtor examination on November 25, 2013. Mr. Mona was not
24 truthful when he was asked during the November 25, 2013 examination about what he did with
25 the approximately \$6.8 million dollars.

26 Fourth, prior to effectuating the transfer through the Post-Marital Settlement Agreement,
27 Far West sued and obtained the Judgment against Mr. Mona and the Mona Family Trust.

28 ///

1 Fifth, the Post-Marital Settlement Agreement, and the related transfers of the proceeds
2 from the sale of the stock, transferred substantially all of Mr. Mona's assets as he was insolvent
3 at the time or the transfers, or rendered Mr. Mona insolvent shortly after they was made.

4 Sixth, Mr. Mona concealed assets by failing to disclose the Post-Marital Settlement
5 Agreement in 2013, by not disclosing the transfer during his judgment debtor examination on
6 November 25, 2013, and by not producing the bank account records for the accounts in Mrs.
7 Mona's name.

8 Seventh, at the time of the transfer through the Post-Marital Settlement Agreement, Mr.
9 Mona was insolvent, or the transfer rendered Mr. Mona insolvent shortly after it was made.

10 These considerations are several of many factors in NRS 112.180(2), which provides a
11 non-exhaustive list of considerations that support a determination that there was an actual intent
12 to hinder, delay, or defraud a creditor. To find a fraudulent transfer, not every factor must be
13 shown and the lack of one or more badges of fraud among many is not dispositive. The badges of
14 fraud described above provide overwhelming evidence that the Post-Marital Settlement
15 Agreement was a fraudulent transfer.

16 The Court therefore concludes that the Post-Marital Settlement Agreement is a fraudulent
17 transfer intended to hinder, delay and defraud Plaintiff in its efforts to execute upon the
18 Judgment and the \$6,813,202.20 remains community property that is subject to execution by Far
19 West in satisfaction of its Judgment. The funds in Mrs. Mona's three (3) bank accounts shall be
20 applied towards satisfaction of the Judgment pursuant to NRS 21.320. The Court finds the
21 sanctions imposed herein to be appropriate in light of the very serious misconduct at issue,
22 specifically the failure to disclose documents as ordered, which resulted in the dissipation of
23 millions of dollars in assets, of which only a relatively small amount remains (\$300,000 in Mrs.
24 Mona's Bank of George money market account) and concealment of significant community
25 property (\$190,000.00 in Mrs. Mona's Bank of George checking account) which could have
26 gone to satisfy Plaintiff's Judgment. The Court has also previously found that Mr. Mona is not
27 taking this proceeding seriously. See Order entered 06/17/2015. The sanctions are meant to deter
28 the Monas and future litigants from similar abuses.

1 This Court has authority pursuant to NRS 21.280 and, to the extent Mrs. Mona is
2 considered a third party, pursuant to NRS 21.330, to order Mr. and Mrs. Mona to not dispose
3 and/or transfer their assets as the Court has done in the past and does again in this Order.

4 Based on the foregoing, and good cause appearing:

5 **IT IS HEREBY ORDERED** that the relief requested in the Application is **GRANTED**
6 **IN PART and DENIED IN PART;**

7 **IT IS HEREBY FURTHER ORDERED** that the Monas' purported transfer pursuant to
8 the Post-Marital Property Settlement Agreement is a fraudulent transfer, and the facts proving
9 the fraudulent transfer, including the badges of fraud outlined above, are deemed established;

10 **IT IS HEREBY FURTHER ORDERED** that the facts entitling Plaintiff to execute
11 upon the bank accounts in the name of Mrs. Mona are deemed established;

12 **IT IS HEREBY FURTHER ORDERED** that the Monas are prohibited from claiming
13 that any money purportedly transferred pursuant to the Post-Marital Property Settlement
14 Agreement and any money in the bank accounts in the name of Mrs. Mona are exempt from
15 execution;

16 **IT IS HEREBY FURTHER ORDERED** that the Monas produce any previously
17 undisclosed bank records (including signature cards, bank statements, front and back of all
18 checks, check books and registers, deposit slips or receipts, withdrawal slips or receipts, wire
19 transfer confirmations or reports, etc.) for the past five (5) years, regardless of whose name is on
20 the account, no later than July 20, 2015;

21 **IT IS HEREBY FURTHER ORDERED** that Plaintiff is awarded reasonable expenses,
22 including, without limitation, attorney's fees and costs incurred as a result of the failure to
23 comply with the Court's orders, with Plaintiff to submit a bill of fees and costs no later than July
24 20, 2015; and

25 **IT IS HEREBY FURTHER ORDERED** that Mr. Mona, Mrs. Mona, and the Monas
26 collectively are prohibited from effectuating any transfers or otherwise disposing of or
27 encumbering any property not exempt from execution and until the money in the bank accounts
28 in the name of Mrs. Mona are applied to Plaintiff's Judgment.

1 **IT IS HEREBY FURTHER ORDERED** that, upon the oral motion of counsel for the
2 Monas, this Order is stayed until July 20, 2015, as to Mrs. Mona only, yet the Monas' obligation
3 to produce bank records is not stayed in any respect.

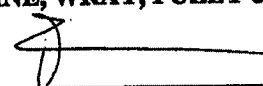
4 **IT IS SO ORDERED.**

5 Dated this 15th day of July, 2015.

6
7 
8 DISTRICT COURT JUDGE
9 MB

9 Submitted by:


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

12 
13 F. THOMAS EDWARDS, ESQ.
14 Nevada Bar No. 9549
15 **ANDREA M. GANDARA, ESQ.**
16 Nevada Bar No. 12580
17 400 S. Fourth Street, Third Floor
18 Las Vegas, NV 89101

19 *Attorneys for Plaintiff Far West Industries*

20 Approved as to Form and Content by:

21 **MARQUIS AURBACH COFFING**

22  7/14/15
23 TERRY A. COFFING, ESQ.
24 Nevada Bar No. 4949
25 **MICAH S. ECHOLS, ESQ.**
26 Nevada Bar No. 8437
27 **TYE S. HANSEEN, ESQ.**
28 Nevada Bar No. 10365
10001 Park Run Drive
Las Vegas, Nevada 89145

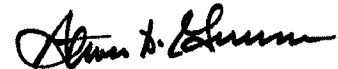
Attorneys for Mr. and Mrs. Mona

Exhibit 6

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

8 *Attorneys for Plaintiff Far West Industries*

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07/16/2015 09:51:15 AM



CLERK OF THE COURT

9 DISTRICT COURT

10 CLARK COUNTY, NEVADA

11 FAR WEST INDUSTRIES, a California
corporation,

12 Plaintiff,

13 v.

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

17 Defendants.
18

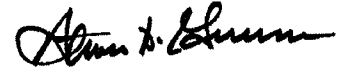
Case No.: A-12-670352-F
Dept. No.: XV

19 **MOTION TO COMPEL APPLICATION OF**
20 **PARTICULAR ASSETS TOWARDS SATISFACTION OF JUDGMENT**

21 Plaintiff FAR WEST INDUSTRIES ("Plaintiff" or alternatively, the "Judgment
22 Creditor"), by and through its attorneys, F. THOMAS EDWARDS, ESQ. and ANDREA M.
23 GANDARA, ESQ. of the law firm of HOLLEY, DRIGGS, WALCH, FINE, WRAY, PUZEY &
24 THOMPSON, hereby respectfully requests that this Court order certain property be applied
25 toward satisfaction of Plaintiff's judgment pursuant to NRS 21.320, including: (1) the firearms of
26 Mr. and Mrs. Mona; (2) the Jaguar in Mrs. Mona's name; and (3) the IRS tax refund for 2014 for
27 \$55,541.00 due to the Monas.

28 ///

Exhibit 7



CLERK OF THE COURT

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

14 *Attorneys for Plaintiff Far West Industries*

15 **DISTRICT COURT**

16 **CLARK COUNTY, NEVADA**

17 FAR WEST INDUSTRIES, a California
18 corporation,

19 Plaintiff,

20 v.

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

26 Defendants.

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

27 **SECOND MOTION TO COMPEL APPLICATION OF**
28 **PARTICULAR ASSETS TOWARDS SATISFACTION OF JUDGMENT**

29 Plaintiff FAR WEST INDUSTRIES ("Plaintiff" or alternatively, the "Judgment
30 Creditor"), by and through its attorneys, F. THOMAS EDWARDS, ESQ. and ANDREA M.
31 GANDARA, ESQ. of the law firm of HOLLEY DRIGGS WALCH FINE WRAY PUZEY &
32 THOMPSON, hereby respectfully requests that this Court order certain property be applied
33 toward satisfaction of Far West's judgment pursuant to NRS 21.320, namely Judgment Debtor
34 Michael J. Mona, Jr.'s half of any tax refund received for the 2014 tax year.

35 ///

36 ///

Exhibit 8

Micah Echols

From: Tom Edwards [tedwards@nevadafirm.com]
Sent: Monday, October 12, 2015 5:44 PM
To: Micah Echols
Subject: FW: Far West/Mona (10594-01) - Rio Vista - Case No. A-12-679352 - Order Regarding Motion on an Order Shortening Time for Bond Pending Appeal
Attachments: Order re Mot on an OST for Bond Pending Appeal.doc

Micah,

Just as a heads up, Judge Hardy's law clerk asked for the word version of the proposed order this afternoon and we emailed it over.

Thanks,
Tom

From: Tilla Nealon
Sent: Monday, October 12, 2015 4:15 PM
To: dept15lc@clarkcountycourts.us
Cc: Andrea M. Gandara; Tom Edwards
Subject: Far West/Mona (10594-01) - Rio Vista - Case No. A-12-679352 - Order Regarding Motion on an Order Shortening Time for Bond Pending Appeal

Matt:

Attached is the Word version of the order submitted for the Court's signature. Please do not hesitate to contact me if you need anything further. Thank you again.

Tilla

Tilla Nealon
Secretary



tnealon@nevadafirm.com
t: (775) 851-8700 f: (775) 851-7681
800 S. Meadows Parkway Suite 800 Reno Nevada 89521

[click here for v-card](#)

t: (702) 791-0308 f: (702) 791-1912
400 South Fourth St. 3rd Floor Las Vegas Nevada 89101



Tier 1 - Construction
Tier 2 - Bankruptcy and Creditor Debtor Right
Insolvency and Reorganization Law
Tier 2 - Corporate Law

Dennis R. Haney



Construction Law - Las Vegas, NV

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