

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 26 2015 08:38 a.m.
Case No. 68434
Tracie K. Lindeman
Clerk of Supreme Court

SUPPLEMENT TO EMERGENCY MOTION FOR RELIEF
UNDER NRAP 27(e)

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MICHAEL J. MONA, JR.

I

INTRODUCTION

This supplement is filed in response to the Court's October 16, 2015 order directing additional briefing on the Monas' NRAP 27(e) emergency motion. The Monas first inform the Court that the District Court has now filed its written order requiring the Monas to post supersedeas bonds or face a lifting of this Court's stay. *See Exhibit 1.*¹ With respect to the Court's request for a clear statement of alternative security in lieu of a supersedeas bond, the Monas identify the following security:

(1) As to Mike: his interest in the real property known as 2793 Red Arrow Drive, Las Vegas NV 89135, which, according to Clark County Assessor records, has an assessed value of \$2,348,477. *See Exhibit 2.*

(2) As to Rhonda: her 1,000,000 shares of stock options in Cannavest Corp. Far West recently reached a partial settled in Case No. A-14-695786 (the "Cannavest case") in which Far West accepted stock options directly from Cannavest. *See* District Court minutes from the Cannavest case (**Exhibit 3**) and the District Court bond hearing transcript in the instant case (**Exhibit 4**, pg. 7:14-17).

Based upon this alternative security, which will not be transferred during the pendency of this original proceeding, the Monas ask this Court to maintain its stay of all District Court proceedings in Case No. A-12-670352.

¹ As reflected in the electronic service notice, the District Court's order was not served until 11:33 p.m. on October 16, 2015.

II

LEGAL ARGUMENT

A. Nevada Law Clearly Allows for Alternative Security During the Pendency of Appellate Proceedings.

In its written order requiring the Monas to post supersedeas bonds, the District Court concluded that “a reduced or alternative bond is not appropriate for Mr. Mona and the Mona Family Trust, and that the entire bond requested by Plaintiff in the amount of \$24,172,076.16 should be required to stay the proceeding as to Mr. Mona and the Mona Family Trust.” **Exhibit 1**, pg. 5:22-25. Although the District Court’s order acknowledged that “Ms. Mona is not a judgment debtor,” (*Id.*, pg. 6:9), the District Court still required Rhonda to “post a bond of \$490,000.00” *Id.*, pg. 7:9-10.

Despite the District Court’s conclusion that alternative security is not available to the Monas, *Nelson* clearly allows for substitute collateral in lieu of a supersedeas bond. *See Nelson v. Heer*, 121 Nev. 832, 835, 122 P.3d 1252, 1254 (2005) (“[A] supersedeas bond should not be the judgment debtor’s sole remedy, particularly where other appropriate, reliable alternatives exist.”). Contrary to the wisdom of this holding in *Nelson*, Far West asserted in the District Court that Rhonda should drain her separate accounts (previously recognized as her living expenses—*see* Exhibit 4 attached to the emergency motion) because it “would not take long to get cashier’s checks and deliver it to the Clerk’s Office.” *See Exhibit 4*, pg. 34:23-24. So, the Court should first conclude that the Monas are entitled to offer some alternative security other than cash or a supersedeas bond, consistent with the holding of *Nelson*.

B. The Amount of Security to Satisfy Far West Should Be Limited to the Harm in Not Executing Its Judgment for the Period of this Original Proceeding.

In *Fritz Hansen A/S v. Dist. Ct.*, 116 Nev. 650, 657, 6 P.3d 982, 986 (2000), this Court extended the stay requirements relevant to appeals to original proceedings, such as the instant case. Similarly, NRS 233B.140(2) analogizes the stay factors in judicial review proceedings to the factors to be considered in entering a preliminary injunction under NRCP 65: “In determining whether to grant a stay, the court shall consider the same factors as are considered for a preliminary injunction under Rule 65 of the Nevada Rules of Civil Procedure.” According to prevailing Nevada case law interpreting the security required for injunctions, “The expressed purpose of posting a security bond is to protect a party from damages incurred as a result of a wrongful injunction, not from damages existing before the injunction was issued.” *Am. Bonding Co. v. Roggen Enters.*, 109 Nev. 588, 591, 854 P.2d 868, 870 (1993).

Since this original proceeding does not challenge Far West’s entire judgment,² the analysis of the amount of security should focus only upon the harm that Far West will allegedly suffer by not being able to execute upon its judgment during the pendency of this original proceeding. In other words, the proceedings in this Court are not taking away Far West’s judgment but only questioning the scope and procedures by which Far West has attempted to enforce its judgment against the Monas. Therefore, consistent with *Roggen*, the

² The exact amount of Far West’s judgment is unclear because it has not provided a calculation of how it reached the \$24,172,076.16 figure or whether this amount includes a reduction for the recent settlement with Cannavest.

Court's analysis of the sufficiency of security for a bond should focus only upon "damages incurred as a result of [the stay], not from damages existing before the [stay] was issued." *Roggen*, 109 Nev. at 591, 854 P.2d at 870.

C. The Monas' Identified Security Provides the Necessary Basis for this Court to Maintain Its Stay of All District Court Proceedings in Case No. A-12-670352.

In their emergency motion, the Monas outlined a number of cases discussing a reduction in the bond amount to satisfy the security for a stay. *See, e.g., Poplar Grove, Etc. v. Bache Halsey Stuart, Inc.*, 600 F.2d 1189, 1191 (5th Cir. 1979); *C. Albert Sauter Co., Inc. v. Richard S. Sauter Co., Inc.*, 368 F.Supp. 501, 520 (E.D. Pa. 1973); *Miami Intern. Realty Co. v. Paynter*, 807 F.2d 871 (10th Cir. 1986); *Olympia Equipment v. Western Union Telegraph Co.*, 786 F.2d 794 (7th Cir. 1986). Regardless of whether the Court applies the traditional standard for fixing the amount for alternative security under NRCP 62 and NRAP 8 or the comparable standard for stays in injunction proceedings, the Court should maintain its stay of all District Court proceedings in Case No. A-12-670352 based upon the following security:

(1) As to Mike: his interest in the real property known as 2793 Red Arrow Drive, Las Vegas NV 89135, which, according to Clark County Assessor records, has an assessed value of \$2,348,477. *See Exhibit 2*.

(2) As to Rhonda: her 1,000,000 shares of stock options in Cannavest Corp. Far West recently reached a partial settlement in Case No. A-14-695786 in which Far West accepted stock options directly from Cannavest. *See Exhibit 3 & Exhibit 4*, pg. 7:14-17. As the Court has already weighed the NRAP 8(c)

factors and concluded that a stay should be entered of all District Court proceedings in Case No. A-12-670352, the Court should maintain the stay based upon the information provided in this supplement and the Monas' NRAP 27(e) emergency motion.

III

CONCLUSION

The Court should maintain the stay of all District Court proceedings in Case No. A-12-670352 because Nevada law clearly allows for alternative security in lieu of a supersedeas bond. As illustrated in parallel injunction case law, the amount of security for staying Far West's execution of its judgment should not be for the entire amount of the judgment but rather only the damages that Far West actually suffers for the delay occasioned by the proceedings in this Court. Under either standard, the Court should stay the proceedings on the basis of the security of the Red Arrow real property as to Mike, and the 1,000,000 shares of stock options in Cannavest as to Rhonda.

On these grounds, the Monas respectfully request that the Court maintain its stay of all District Court proceedings in Case No. A-12-670352.

DATED: 10/23/15

/s/ Micah S. Echols
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CERTIFICATE OF SERVICE

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

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

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

DATED this 23rd day of October, 2015.

/s/ Cally Hatfield
An employee of
Marquis Aurbach Coffing

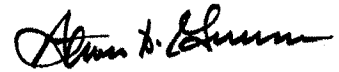
EXHIBITS TO SUPPLEMENT TO MOTION FOR RELIEF UNDER NRAP 27(e)

Exhibit No.	Description
1.	District Court Order Regarding Motion on an Order Shortening Time for Bond Pending Appeal filed October 16, 2015.
2.	Clark County Assessor Records APN: 164-11-211-005
3.	District Court Minutes on October 22, 2015 for Case No. A-14-695786-C
4.	District Court Bond Hearing Transcript filed on September 29, 2015

Exhibit 1

1 **ORDR**

2 **DISTRICT COURT**



CLERK OF THE COURT

3 **CLARK COUNTY, NEVADA**

4 FAR WEST INDUSTRIES, a California
5 corporation,

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

6 Plaintiff,

7 v.

Hearing Date: September 18, 2015
Time of Hearing: 9:00 a.m.

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

Defendants.

12 **ORDER REGARDING MOTION ON AN ORDER**
13 **SHORTENING TIME FOR BOND PENDING APPEAL**

14 The Court held a hearing regarding the Motion on an Order Shortening Time for Bond
15 Pending Appeal (the "Motion") on September 17, 2015, at 9:00 a.m. (the "September 17
16 Hearing"). F. Thomas Edwards, Esq. and Andrea M. Gandara, Esq. of the law firm of Holley
17 Driggs Walch Fine Wray Puzey & Thompson, appeared on behalf of Plaintiff Far West
18 Industries ("Plaintiff" or "Far West"). Terry A. Coffing, Esq., of the law firm of Marquis
19 Aurbach Coffing, appeared on behalf of Judgment Debtor-Defendant Michael J. Mona, Jr. ("Mr.
20 Mona") and Rhonda Helene Mona ("Ms. Mona") (collectively referred to as the "Monas").

21 Prior to the September 17 Hearing, the Court reviewed all relevant pleadings and papers
22 before it, including, but not limited to: (1) the Motion and the attached Exhibits 1-4; (2) the
23 Opposition to Motion on an Order Shortening Time for Bond Pending Appeal filed by Mr. Mona
24 (the "Opposition") and the attached Exhibits A-E; (3) the Nevada Supreme Court's Order dated
25 August 31, 2015 (the "Supreme Court Order") and; (4) this Court's Order Regarding Order to
26 Show Cause Why Accounts of Rhonda Mona Should Not Be Subject to Execution and Why the
27 Court Should Not Find Monas In Contempt entered on July 15, 2015 (the "July 15 Order").

28 With no other appearances having been made, the Court having reviewed and examined

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

7 **Findings of Fact**

8 In April 2012, Plaintiff obtained a Judgment of \$18,130,673.58, including costs and
9 attorney's fees against Mr. Mona and the Mona Family Trust Dated February 21, 2002 (the
10 "Mona Family Trust"), for fraud, among other claims. See Judgment and Findings of Fact and
11 Conclusions of Law ("Judgment"), attached as Exhibit 2 to the Motion. The Judgment was
12 domesticated in Nevada and Plaintiff has pursued collection on its Judgment. See Applicaion
13 [sic] of Foreign Judgment; NRS 17.350.

14 On July 15, 2015, the Court sanctioned the Monas, finding that they violated court orders,
15 lied under oath and made gross omissions in their briefing. See July 15 Order. The Monas
16 appealed the Sanction Order and requested an emergency stay of this entire proceeding in a
17 matter pending before the Supreme Court of Nevada, as Case No. 68434, wherein the Supreme
18 Court of Nevada is considering Mr. and Ms. Mona's Petition for Writ of Mandamus or
19 Prohibition (the "Appeal"). The Nevada Supreme Court granted the Monas' requested stay, but
20 deferred to this Court to address the amount of the bond. See Supreme Court Order (filed
21 August 31, 2015) ("We note that a bond would be an appropriate method to protect real party in
22 interest's ability to eventually execute on their judgment and, as explained above, he district
23 court is the proper forum to seek a bond." *Id.* at 2).

24 During the September 17 Hearing, the Court was presented with a copy of a Decree of
25 Divorce (the "Divorce Decree") for the Monas.¹ The Divorce Decree states that the Post-Marital
26 Property Settlement Agreement (the "Settlement Agreement") is valid and enforceable, despite

27 ¹ See Transcript of Proceedings regarding Plaintiff's Motion on Order Shortening Time for Bond
28 Pending Appeal ("The Transcript"), at 8:16-18; 12:6-25.

1 the July 15 Order's conclusion that The Settlement Agreement constituted a fraudulent transfer.
2 July 15 Order, at 9:16-19. There is a statement in the Divorce Decree that the Settlement
3 Agreement is "adopted by the Court and incorporated into this Decree and the assets set forth
4 therein are confirmed to each party as his/her sole and separate property, subject only to the
5 resolution of disputed third party claims in Case No. A-12-670352." The Divorce Decree, at
6 3:14-26. The Divorce Decree identifies the assets Ms. Mona received through the Post-Marital
7 Property Settlement Agreement as her separate property, along with other assets.

8 At the September 17 Hearing, counsel for the Monas indicated that they do not have
9 funds available to pay a bond.² Counsel further represented that Ms. Mona has not been
10 employed for a number of years and that her property consists of the assets awarded to her
11 through the Divorce Decree.³ In response to counsel for the Monas arguing that the September
12 17 Hearing should not have been heard on shortened time, the Court offered to continue the
13 hearing to allow time for the Monas to collect additional evidence or make additional arguments,
14 but counsel for the Monas declined.⁴

15 Conclusions of Law

16 In coming to its conclusions as to Plaintiff's request for a bond pending the Appeal, the
17 Court considers NRCP 8, NRCP 62, *Nelson v. Heer*, 121 Nev. 832, 836, 122 P.2d 1252, 1254
18 (2005) ("*Nelson P*"), *modified and judgment reversed by Nelson v. Heer*, 123 Nev. 217, 163 P.3d
19 420 (2007); *McCulloch v. Jeakins*, 99 Nev. 122, 659 P.2d 302 (1983).

20 As stated in *Nelson v. Heer*,

21 The purpose of security for a stay pending appeal is to protect the
22 judgment creditor's ability to collect the judgment if it is affirmed
23 by preserving the status quo and preventing prejudice to the
24 creditor arising from the stay. However, a supersedeas bond should
25 not be the judgment debtor's sole remedy, particularly where other
appropriate, reliable alternatives exist. Thus, the focus is properly
on what security will maintain the status quo and protect the
judgment creditor pending an appeal, not how "unusual" the
circumstances of a given case may be.

26 ² The Transcript, at 11:2-6, 19-24; 16:11-13; 18:19-21.

27 ³ *Id.* at 17:18-25.

28 ⁴ *Id.* at 11:9-25; 12:1-5.

1 *Nelson I*, 121 Nev. at 835-36, 122 P.2d at 1254 (footnote omitted).

2 In *Nelson I*, the Nevada Supreme Court set forth five factors to consider when
3 determining when an alternative bond is appropriate:

- 4 (1) the complexity of the collection process; (2) the amount of time
5 required to obtain a judgment after it is affirmed on appeal; (3)
6 the degree of confidence that the district court has in the
7 availability of funds to pay the judgment; (4) whether the
8 defendant's ability to pay the judgment is so plain that the cost
9 of a bond would be a waste of money; and (5) whether the
10 defendant is in such a precarious financial situation that the
11 requirement to post a bond would place other creditors of the
12 defendant in an insecure position.

13 *Nelson I*, 121 Nev. at 836, 122 P.3d at 1254 (citing Dillon v. City of Chicago, 866 F.2d 902 (7th
14 Cir. 1988)).

15 *McCulloch v. Jeakins* provides further instruction as to the appropriate amount of the
16 supersedeas bond:

17 The purpose of a supersedeas bond is to protect the prevailing
18 party from loss resulting from a stay of execution of the judgment.
19 Thus, a supersedeas bond posted under NRCP 62 should usually be
20 set in an amount that will permit full satisfaction of the judgment.
21 A district court, in its discretion, may provide for a bond in a lesser
22 amount, or may permit security other than a bond, when unusual
23 circumstances exist and so warrant.

24 99 Nev. at 123, 659 P.2d at 303 (alteration and footnote omitted).

25 The five-factor test in *Nelson I* has replaced *McCulloch*'s "unusual circumstances"
26 standard. *Nelson I*, 121 Nev. at 835, 122 P.3d at 1253-54. *McCulloch*, however, remains good
27 law in that the bond posted should usually be set in an amount that will permit full satisfaction of
28 the judgment. *See id.*

29 The analysis of the *Nelson I* factors as to Mr. Mona and the Mona Family Trust will be
30 separately addressed from Ms. Mona because of the distinctions in their circumstances described
31 below.

32 Regarding Mr. Mona and the Mona Family Trust, all five *Nelson* factors favor posting the
33 entire bond requested by Plaintiff:

1 As to the first factor, (complexity of the collection process), Mr. Mona has made the
2 collection process very complex, convoluted, time-consuming, and resource-consuming in terms
3 of attorney fees and costs. Mr. Mona's efforts to avoid the Judgment include multiple transfers
4 to his family and related entities. Mr. Mona has concealed records and lied under oath to further
5 complicate the collection process. See July 15 Order. Despite Plaintiff's efforts to execute on its
6 Judgment, it has only been able to collect about one tenth (1/10) of a percent of the total. Mr.
7 Mona has done, and continues to do, everything in his power to complicate the collection process
8 in this matter. Therefore, this factor weighs strongly in favor of requiring a bond for the full
9 amount of the Judgment.

10 As to the second factor (amount of time required to obtain judgment after affirmance on
11 appeal), to the extent this factor is applicable, as the Judgment is not on appeal, this factor favors
12 requiring a bond for the full amount of the Judgment.

13 As to the third factor (degree of confidence in availability of funds to pay judgment) and
14 the fourth factor (whether defendant's ability to pay judgment is so plain that bond would waste
15 money), the Court has no confidence in the availability of funds to pay the Judgment based, at
16 least in part, upon the representations of counsel that the Monas do not have money to post a
17 bond for even 1/10th of the Judgment. These factors weigh in favor of the posting of a bond in
18 the full amount of the Judgment.

19 As to the fifth factor (whether bond would place other creditors in insecure position
20 because of defendant's precarious financial situation), no evidence was presented as to other
21 creditors such that there is no basis to exercise discretion in favor of reducing the bond amount.

22 Overall, the Nelson factors lead to the conclusion that a reduced or alternative bond is not
23 appropriate for Mr. Mona and the Mona Family Trust, and that the entire bond requested by
24 Plaintiff in the amount of \$24,172,076.16 should be required to stay the proceeding as to Mr.
25 Mona and the Mona Family Trust.

26 With respect to Ms. Mona, the Court notes as initial matters that Ms. Mona is not in the
27 same position as Mr. Mona and the Mona Family Trust, and that Plaintiff's underlying judgment
28 arose from actions of Mr. Mona and other judgment debtors, not Ms. Mona.

1 Turning to the Nelson factors, the first factor favors Ms. Mona being required to post
2 some bond, but not the entire amount as with Mr. Mona and the Mona Family Trust. Ms.
3 Mona's conduct, as outlined in the July 15 Order, has made the collection process more complex,
4 but not as much as Mr. Mona's activities. The Court is concerned about the loan between Ms.
5 Mona and Michael III, which appears to have lacked documentation until recently and the lack of
6 evidence of payments from Michael III. Further concern is raised because of the terms of the
7 Divorce Decree awarding Ms. Mona property based on a transfer this Court found to be
8 fraudulent.

9 Regarding the second factor, given that Ms. Mona is not a judgment debtor, this factor is
10 more difficult to apply, but appears to be largely neutral.

11 Regarding the third and fourth factors, the Court has no confidence in Ms. Mona's ability
12 to pay if she does not prevail on the Appeal. Based on the representations that Ms. Mona's assets
13 are limited to those awarded in the Divorce Decree and her lack of employment for several years,
14 it would not be a waste of money to require a bond. These facts favor her posting of a full bond
15 but are counterbalanced by the other considerations that militate in favor of a reduced bond.

16 Regarding the final factor, Ms. Mona's financial situation appears to be precarious, such
17 that this favors reducing the bond Ms. Mona is required to post, but does not eliminate the need
18 for bond.

19 Applying the Nelson factors to the facts here, the Court would have ordered a
20 supersedeas bond as to Ms. Mona in the amount of \$3,406,601.10, the amount she received as
21 her sole and separate property pursuant to The Settlement Agreement. The Court, however,
22 accepts the amount suggested by Plaintiff's counsel during the September 17 hearing that the
23 bond be set for \$490,000.00. The bond amount required to stay the proceeding as to Ms. Mona
24 will be \$490,000.00, which is the amount that Ms. Mona indicated was in her bank accounts that
25 the Court ordered constituted community property subject to execution in the July 15 Order.

26 Based on the arguments from the Monas' counsel, and applying the facts and law, the
27 Court finds Ms. Mona should have 30 days from the September 17, 2015 hearing to post her
28 bond and Mr. Mona 7 days from the hearing to post his bond. This Court is not ordering any

1 Defendants or Ms. Mona to post such a bond, but the bonds are required in order to stay further
2 enforcement of the Court's order.

3 Based on the foregoing, and good cause appearing:

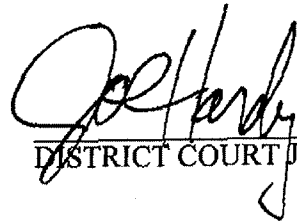
4 **IT IS HEREBY ORDERED** that the relief requested in the Motion is **GRANTED IN**
5 **PART;**

6 **IT IS HEREBY FURTHER ORDERED** that Mr. Mona and the Mona Family Trust
7 must post a bond of \$24,172,076.16 within seven (7) business days from the date of the
8 September 17 Hearing or the stay pending appeal will expire as to them;

9 **IT IS HEREBY FURTHER ORDERED** that Ms. Mona must post a bond of
10 \$490,000.00 within thirty (30) calendar days from the date of the September 17 Hearing or the
11 stay pending appeal will expire as to her.

12 **IT IS SO ORDERED.**

13 Dated this 16th day of October, 2015.

14 
15 DISTRICT COURT JUDGE
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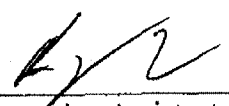
1 CERTIFICATE OF SERVICE

2 I hereby certify that on or about the date e-filed, I e-served, emailed, faxed, mailed or
3 placed a copy of the ORDER REGARDING MOTION ON AN ORDER SHORTENING TIME
FOR BOND PENDING APPEAL in the attorney folder in the clerk's office addressed to:

4 F. Thomas Edwards, Esq.
5 tedwards@nevadafirm.com

6 Terry Coffing, Esq.
7 tcoffing@maclaw.com

8 William Urga, Esq.
9 wru@juww.com

10
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12 _____
13 Judicial Executive Assistant
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Micah Echols

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Subject: Service Notification of Filing Case(Far West Industries, Plaintiff(s)vs. Rio Vista Nevada, LLC , Defendant(s)) Document Code:(ORDR) Filing Type:(EFS) Repository ID(7496059)

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Service List Recipients:

Holley Driggs Walch Fine Wray Puzey & Thompson

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Dara or Colleen

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85D7BD2A2CE31938EF1
mail.tylerhost.net

Exhibit 2

GENERAL INFORMATION	
PARCEL NO.	164-11-211-005
OWNER AND MAILING ADDRESS	MONA FAMILY TRUST MONA MICHAEL J JR & RHONDA H TRS 2793 RED ARROW DR LAS VEGAS NV 89135-1621
LOCATION ADDRESS CITY/UNINCORPORATED TOWN	2793 RED ARROW DR SUMMERLIN
ASSESSOR DESCRIPTION	RED ROCK CNTRY CLUB AT SUMMERLIN -UNIT 2A PLAT BOOK 88 PAGE 94 LOT 13 BLOCK 20
RECORDED DOCUMENT NO.	* 20030213:00497
RECORDED DATE	Feb 13 2003
VESTING	NS
COMMENTS	

*Note: Only documents from September 15, 1999 through present are available for viewing.

ASSESSMENT INFORMATION AND SUPPLEMENTAL VALUE	
TAX DISTRICT	420
APPRAISAL YEAR	2014
FISCAL YEAR	2015-16
SUPPLEMENTAL IMPROVEMENT VALUE	0
SUPPLEMENTAL IMPROVEMENT ACCOUNT NUMBER	N/A

REAL PROPERTY ASSESSED VALUE		
FISCAL YEAR	2014-15	2015-16
LAND	137550	169050
IMPROVEMENTS	642196	652619
PERSONAL PROPERTY	0	0
EXEMPT	0	0
GROSS ASSESSED (SUBTOTAL)	779745	821669
TAXABLE LAND+IMP (SUBTOTAL)	2227843	2347626
COMMON ELEMENT ALLOCATION ASSD	323	298
TOTAL ASSESSED VALUE	780068	821967
TOTAL TAXABLE VALUE	2228766	2348477

ESTIMATED LOT SIZE AND APPRAISAL INFORMATION	
ESTIMATED SIZE	0.39 Acres
ORIGINAL CONST. YEAR	2002
LAST SALE PRICE MONTH/YEAR	1210000 2/2003
LAND USE	110 - Single Family Residence

DWELLING UNITS

1

PRIMARY RESIDENTIAL STRUCTURE

1ST FLOOR SQ. FT.	3848	CASITA SQ. FT.	0	ADDN/CONV	
2ND FLOOR SQ. FT.	2796	CARPORT SQ. FT.	0	POOL	YES
3RD FLOOR SQ. FT.	0	STYLE	Two Story	SPA	YES
UNFINISHED BASEMENT SQ. FT.	0	BEDROOMS	4	TYPE OF CONSTRUCTION	Frame-Stucco
FINISHED BASEMENT SQ. FT.	0	BATHROOMS	5 FULL /1 HALF	ROOF TYPE	Concrete Tile
BASEMENT GARAGE SQ. FT.	0	FIREPLACE	5		
TOTAL GARAGE SQ. FT.	936				

Exhibit 3

REGISTER OF ACTIONS**CASE NO. A-14-695786-B****Far West Industries, Plaintiff(s) vs. Cannavest Corp, Defendant (s)**§
§
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§
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§Case Type: **Business Court**
Date Filed: **02/07/2014**
Location: **Department 11**
Case Number History: **A-14-695786-C**
Cross-Reference Case Number: **A695786****PARTY INFORMATION**

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

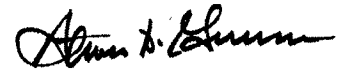
EVENTS & ORDERS OF THE COURT**10/22/2015 Status Check (8:30 AM) (Judicial Officer Gonzalez, Elizabeth)****Minutes**

10/22/2015 8:30 AM

- Mr. Edwards advised the case had settled and the settlement documents would be submitted within the next couple of weeks. COURT ORDERED, 11/16/2015 Bench Trial VACATED; Status Check SET. 11/20/2015 - STATUS CHECK: SETTLEMENT DOCUMENTS (CHAMBERS)

Parties Present[Return to Register of Actions](#)

Exhibit 4



CLERK OF THE COURT

TRAN

DISTRICT COURT
CLARK COUNTY, NEVADA

FAR WEST INDUSTRIES,
Plaintiff,

vs.

RIO VISTA NEVADA, LLC, MONA
FAMILY TRUST, MICHAEL J. MONA,
JR., WORLD DEVELOPMENT, INC.,
BRUCE MAIZE, et al.,

Defendants.

CASE NUMBER: A-12-670352

DEPT. NUMBER: XV

Transcript of Proceedings

BEFORE THE HONORABLE JOE HARDY, DISTRICT COURT JUDGE
**PLAINTIFF'S MOTION ON ORDER SHORTENING TIME FOR BOND
PENDING APPEAL**

THURSDAY, SEPTEMBER 17, 2015

APPEARANCES:

For the Plaintiff: F. THOMAS EDWARDS, ESQ.
ANDREA GANDARA, ESQ.

For the Defendants: TERRY A. COFFING, ESQ.

RECORDED BY: MATTHEW YARBROUGH, DISTRICT COURT
TRANSCRIBED BY: KRISTEN LUNKWITZ

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

1 shouldn't post -- you shouldn't require any bond. Their
2 characterization of those actions as collection proceedings
3 is not accurate. The first action that we're talking about
4 is a fraudulent transfer action based upon information we
5 learned back in 2013 in the judgment debtor examination.
6 Mr. Mona testified that he transferred his assets away to a
7 bunch of related entities. So we had to file a fraudulent
8 transfer action to protect my client's rights with that
9 respect. And in that fraudulent transfer action, we're not
10 seeking another judgment or -- against Mr. Mona and we're
11 not seeking to collect against Mr. Mona. We're actually
12 seeking to get a judgment against third parties who
13 accepted those fraudulent transfers.

14 That case was settled just last week. We're in
15 the process of finalizing that settlement. To the extent
16 you'd like to see it, I have the handwritten settlement
17 agreement that we scribbled out in the settlement
18 conference.

19 THE COURT: Is it on a napkin?

20 MR. EDWARDS: Almost.

21 But an important thing to consider is, again, it's
22 a fraudulent transfer action. It's not a collection
23 proceeding. So in that fraudulent transfer action I don't
24 get to issue writs of garnishment. I don't get to have
25 judgment debtor examinations. I can only do that in this

1 eventually execute on their judgment as -- and as
2 explained above, the District Court is the proper forum
3 to seek a bond.

4 So that is what I believe I have done. In my
5 order, there was some discussion touched upon, I think at
6 least in the Opposition where one of the points was -- is
7 we can't post a bond in three days as requested in the
8 Motion. We haven't really discussed that issue here. So,
9 in terms of timing, I would like to hear first from Mr.
10 Edwards and then from Mr. Coffing, as well as a -- you
11 know, you're welcome to make a record of any issues you may
12 have with what I just stated.

13 MR. EDWARDS: Thank you, Your Honor. I appreciate
14 the detailed ruling.

15 As for the timing, as counsel stated, Mr. Mona
16 doesn't have \$24,000,000, so it's perfunctory and we could
17 set the deadline for two years or tomorrow, it's not going
18 to make a difference. I'd like to make that deadline as
19 short as possible so the stay can be lifted and we can
20 proceed to collect against Mr. Mona.

21 As to Mrs. Mona, we have no idea about how long
22 it's going to take. As best we know, this money is still
23 sitting in a bank account, so would not take long to get
24 cashier's checks and deliver it to the Clerk's Office. For
25 that reason, we don't think three days, judicial days, is

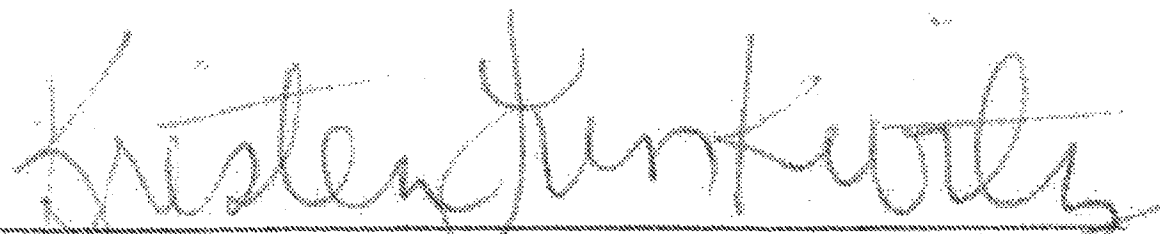
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CERTIFICATION

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.

A handwritten signature in cursive script, reading "Kristen Lunkwitz", is written over a horizontal line.

KRISTEN LUNKWITZ
INDEPENDENT TRANSCRIBER