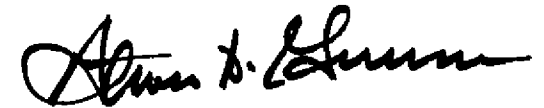


Exhibit A – 21



CLERK OF THE COURT

1 NOTC
2 Samuel S. Lionel, NV Bar No. 1766
3 *slionel@fclaw.com*
4 FENNEMORE CRAIG, P. C.
5 300 South Fourth Street, 14th Floor
6 Las Vegas, Nevada 89101
7 Telephone: (702) 692-8000
8 Fax: (702) 692-8099
9 *Attorneys for Defendant*
10 *The Rogich Family Irrevocable Trust*

7 DISTRICT COURT

8 CLARK COUNTY, NEVADA

10 CARLOS A. HUERTA, an individual; of GO
11 GLOBAL, INC., a Nevada corporation as
12 assignees of the ALEXANDER
13 CHRISTOPHER TRUST, a Trust established
14 in Nevada; NANYAH VEGAS, LLC, a
15 Nevada limited liability company,

13 Plaintiffs,

14 v.

15 SIG ROGICH aka SIGMUND ROGICH as
16 Trustee of The Rogich Family Irrevocable
17 Trust; ELDORADO HILLS, LLC, a Nevada
18 limited liability company; DOES I-X; and/or
19 ROE CORPORATIONS I-X, inclusive

18 Defendants.

Case No. A-13-686303-C

Dept. XXVII

NOTICE OF ENTRY OF ORDER

22 NOTICE OF ENTRY OF ORDER DENYING MOTION FOR RECONSIDERATION OR

23 RELIEF FROM ORDER GRANTING MOTION FOR PARTIAL SUMMARY

24 JUDGMENT

25 //

26 //

27 //

28 //

1 Notice is hereby given that on April 28, 2016 an Order Denying Motion for
2 Reconsideration or Relief from Order Granting Motion for Partial Summary Judgment was duly
3 entered herein, a copy of which is attached here as Exhibit A.

4 Dated: April 29, 2016.

5
6 FENNEMORE CRAIG, P.C.

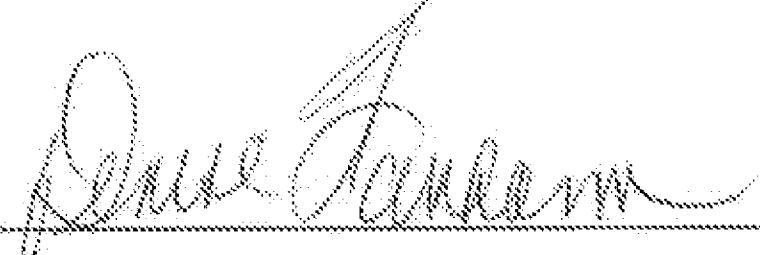
7 By: /s/ Samuel S. Lionel
8 Samuel S. Lionel, NV Bar #1766
9 300 South Fourth Street, 14th Floor
10 Las Vegas, NV 89101
11 *Attorneys for Defendant*

12 **CERTIFICATE OF SERVICE**

13 The undersigned hereby certifies that a true and correct copy of the Order Denying
14 Motion for Reconsideration or Relief from Order Granting Motion for Partial Summary Judgment
15 was served on this 29th day of April, 2016 on the following by U.S. Mail, postage prepaid.

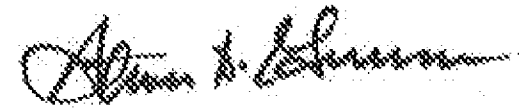
16
17 Samuel S. Schwartz, Esq.
18 Bryan A. Lindsey
19 Schwartz Flansberg, PLLC
20 6623 Las Vegas Blvd, South, Suite 300
21 Las Vegas, NV 89119
22 *Attorney for Plaintiffs*

23 Matthew D. Cox, Esq.
24 Law offices of Andrew M. Leavitt, Esq.
25 633 South Seventh Street
26 Las Vegas, NV 89101
27 *Attorney for Eldorado Hills, LLC*

28


An Employee of Fennemore Craig, P.C.

EXHIBIT A


CLERK OF THE COURT

ORDER

Samuel S. Lionel, NV Bar No. 1766
slionel@fclaw.com
PENNEMORE CRAIG, P.C.
300 South Fourth Street, 14th Floor
Las Vegas, Nevada 89101
Telephone: (702) 692-8000
Fax: (702) 692-8099
Attorneys for Defendant
The Rogich Family Irrevocable Trust

DISTRICT COURT

CLARK COUNTY, NEVADA

CARLOS A. HUERTA, an individual; of GO
GLOBAL, INC., a Nevada corporation as
assignees of the ALEXANDER
CHRISTOPHER TRUST, a Trust established
in Nevada; NANYAH VEGAS, LLC, a
Nevada limited liability company,

Plaintiffs,

v.

SIG ROGICH aka SIGMUND ROGICH as
Trustee of The Rogich Family Irrevocable
Trust; ELDORADO HILLS, LLC, a Nevada
limited liability company; DOES I-X; and/or
ROE CORPORATIONS I-X, inclusive

Defendants.

Case No. A-13-686303-C
Dept. XXVII

**ORDER DENYING MOTION FOR
RECONSIDERATION OR RELIEF
FROM ORDER GRANTING MOTION
FOR PARTIAL SUMMARY JUDGMENT**

**ORDER DENYING MOTION FOR RECONSIDERATION OR RELIEF FROM ORDER
GRANTING MOTION FOR PARTIAL SUMMARY JUDGMENT**

Plaintiffs' Motion for Reconsideration or Relief from Order Granting Motion for Partial
Summary Judgment having regularly come on for hearing on April 20, 2016, Samuel A. Schwartz
appearing for the Plaintiffs and Samuel S. Lionel appearing for the Defendant, Sig Rogich, as
Trustee of The Rogich Family Irrevocable Trust, and the Court, having considered the briefs duly
filed herein and oral argument, and good cause appearing, it is hereby

1 ORDERED that the Plaintiffs' Motion for Reconsideration or Relief from Order Granting
2 Motion for Partial Summary Judgment is denied.

3
4 DATED THIS 25 OF APRIL 2016.

5
6 
DISTRICT COURT JUDGE

7 Submitted by:

8 FENNEMORE CRAIG, P.C.

9 By: /s/ Samuel S. Lionel

10 Samuel S. Lionel, Esq. (No. 1766)

11 300 South Fourth Street, Suite 1400

12 Las Vegas, NV 89101

13 *Attorneys for Defendants Sig Rogich*

aka Sigmund Rogich as Trustee of

The Rogich Family Irrevocable Trust and Imitations, LLC

14
15 Submitted by:

16 Approved by:

17 SCHWARTZ FLANSBURG PLLC

18 By: /s/ Samuel A. Schwartz

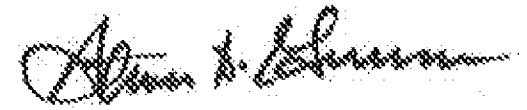
19 Samuel A. Schwartz, Esq. (No. 10985)

20 6623 Las Vegas Blvd. South, Suite 300

21 Las Vegas, NV 89119

22 *Attorneys for Plaintiffs*

Exhibit A – 20


CLERK OF THE COURT

ORDER

Samuel S. Lionel, NV Bar No. 1766
slionel@fclaw.com
PENNEMORE CRAIG, P.C.
300 South Fourth Street, 14th Floor
Las Vegas, Nevada 89101
Telephone: (702) 692-8000
Fax: (702) 692-8099
Attorneys for Defendant
The Rogich Family Irrevocable Trust

DISTRICT COURT

CLARK COUNTY, NEVADA

CARLOS A. HUERTA, an individual; of GO
GLOBAL, INC., a Nevada corporation as
assignees of the ALEXANDER
CHRISTOPHER TRUST, a Trust established
in Nevada; NANYAH VEGAS, LLC, a
Nevada limited liability company,

Plaintiffs,

v.

SIG ROGICH aka SIGMUND ROGICH as
Trustee of The Rogich Family Irrevocable
Trust; ELDORADO HILLS, LLC, a Nevada
limited liability company; DOES I-X; and/or
ROE CORPORATIONS I-X, inclusive

Defendants.

Case No. A-13-686303-C
Dept. XXVII

**ORDER DENYING MOTION FOR
RECONSIDERATION OR RELIEF
FROM ORDER GRANTING MOTION
FOR PARTIAL SUMMARY JUDGMENT**

**ORDER DENYING MOTION FOR RECONSIDERATION OR RELIEF FROM ORDER
GRANTING MOTION FOR PARTIAL SUMMARY JUDGMENT**

Plaintiffs' Motion for Reconsideration or Relief from Order Granting Motion for Partial
Summary Judgment having regularly come on for hearing on April 20, 2016, Samuel A. Schwartz
appearing for the Plaintiffs and Samuel S. Lionel appearing for the Defendant, Sig Rogich, as
Trustee of The Rogich Family Irrevocable Trust, and the Court, having considered the briefs duly
filed herein and oral argument, and good cause appearing, it is hereby

1 ORDERED that the Plaintiffs' Motion for Reconsideration or Relief from Order Granting
2 Motion for Partial Summary Judgment is denied.

3
4 DATED THIS 25 OF APRIL 2016.

5
6 
DISTRICT COURT JUDGE

7 Submitted by:

8 FENNEMORE CRAIG, P.C.

9 By: /s/ Samuel S. Lionel

10 Samuel S. Lionel, Esq. (No. 1766)

11 300 South Fourth Street, Suite 1400

12 Las Vegas, NV 89101

13 *Attorneys for Defendants Sig Rogich*

aka Sigmund Rogich as Trustee of

The Rogich Family Irrevocable Trust and Imitations, LLC

14
15 Submitted by:

16 Approved by:

17 SCHWARTZ FLANSBURG PLLC

18 By: /s/ Samuel A. Schwartz

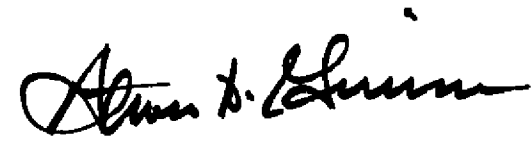
19 Samuel A. Schwartz, Esq. (No. 10985)

20 6623 Las Vegas Blvd. South, Suite 300

21 Las Vegas, NV 89119

22 *Attorneys for Plaintiffs*

Exhibit A – 19



CLERK OF THE COURT

Samuel A. Schwartz, Esq.
Nevada Bar No. 10985
Bryan A. Lindsey, Esq.
Nevada Bar No. 10662
Schwartz Flansburg PLLC
6623 Las Vegas Blvd. South, Suite 300
Las Vegas, Nevada 89119
Telephone: (702) 385-5544
Facsimile: (702) 385-2741
Attorneys for Plaintiffs

DISTRICT COURT

CLARK COUNTY, NEVADA

CARLOS A. HUERTA, an individual; GO
GLOBAL, INC., a Nevada corporation, as
assignee of interests of THE ALEXANDER
CHRISTOPHER TRUST, a Trust established in
Nevada; NANYAH VEGAS, LLC, a Nevada
limited liability company,

Plaintiffs,

v.

SIG ROGICH aka SIGMUND ROGICH as
Trustee of The Rogich Family Irrevocable Trust;
ELDORADO HILLS, LLC, a Nevada limited
liability company; DOES I-X; and/or ROE
CORPORATIONS I-X, inclusive,

Defendants.

Case No. A-13-686303-C

Dept. XXVII

Hearing Date: April 20, 2016

Hearing Time: 10:30 a.m.

**PLAINTIFFS' SUPPLEMENT TO MOTION FOR RECONSIDERATION OR RELIEF
FROM ORDER GRANTING MOTION FOR PARTIAL SUMMARY JUDGMENT**

Plaintiffs, Carlos A. Huerta and Go Global, Inc., as assignee of the interests and claims of
The Alexander Christopher Trust, a Trust established in Nevada (collectively, the "**Plaintiffs**"),
by and through their attorneys of record, Schwartz Flansburg PLLC, hereby submit the Order
(the "**Order**") Denying Motion for Rehearing, filed on March 31, 2016, in the matter of Nanyah
Vegas, LLC, a Nevada Limited Liability Company v. Sig Rogich et al., filed with the Supreme

1 Court of the State of Nevada, Case No. 66823. A true and correct copy of the Order is attached
2 hereto as **Exhibit A**.

3 Dated this 4th day of April, 2016.

4 SCHWARTZ FLANSBURG PLLC

5 By: /s/ Samuel A. Schwartz
6 Samuel A. Schwartz, Esq.
7 Nevada Bar No. 10985
8 Bryan A. Lindsey, Esq.
9 Nevada Bar No. 10662
10 Schwartz Flansburg PLLC
11 6623 Las Vegas Blvd. South, Suite 300
12 Las Vegas, Nevada 89119
13 Attorneys for Plaintiffs
14
15
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Eldorado Hills, LLC
c/o Andrew M. Leavitt, Esq.
Matthew D. Cox, Esq.
Law Office of Andrew M. Leavitt, Esq.
633 South Seventh Street
Las Vegas, NV 89101

I hereby certify that a true and correct copy of the foregoing was sent via U.S. Regular mail on April 4, 2016, to the following:

Eldorado Hills, LLC
c/o Andrew M. Leavitt, Esq.
Matthew D. Cox, Esq.
Law Office of Andrew M. Leavitt, Esq.
633 South Seventh Street
Las Vegas, NV 89101

Sig Rogich, as Trustee of the Rogich Family Irrevocable Trust
c/o Samuel S. Lionel, Esq.
Brenoch R. Wirthlin, Esq.
Fennemore Craig, P.C.
300 South Fourth Street, Ste. 1400
Las Vegas, NV 89101

/s/ Christy L. Cahall
An employee of Schwartz Flansburg PLLC

1 Pursuant to EDCR 8.05(a), each party who submits an E-Filed document through the E-
Filing System consents to electronic service in accordance with NRC 5(b)(2)(D).

Exhibit A

IN THE SUPREME COURT OF THE STATE OF NEVADA

NANYAH VEGAS, LLC, A NEVADA
LIMITED LIABILITY COMPANY,
Appellant,
vs.
SIG ROGICH, A/K/A SIGMUND
ROGICH AS TRUSTEE OF THE
ROGICH FAMILY IRREVOCABLE
TRUST; AND ELDORADO HILLS, LLC,
A NEVADA LIMITED LIABILITY
COMPANY,
Respondents.

No. 66823

FILED

MAR 31 2016

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

ORDER DENYING REHEARING

Rehearing denied. NRAP 40(c).

It is so ORDERED.

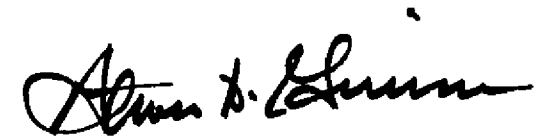
Parraguirre C.J.
Parraguirre

Douglas J.
Douglas

Cherry J.
Cherry

cc: Hon. Nancy L. Alf, District Judge
McDonald Law Offices, PLLC
Fennemore Craig Jones Vargas/Las Vegas
Eighth District Court Clerk

Exhibit A – 18



CLERK OF THE COURT

Samuel A. Schwartz, Esq.
Nevada Bar No. 10985
Bryan A. Lindsey, Esq.
Nevada Bar No. 10662
Schwartz Flansburg PLLC
6623 Las Vegas Blvd. South, Suite 300
Las Vegas, Nevada 89119
Telephone: (702) 385-5544
Facsimile: (702) 385-2741
Attorneys for Plaintiffs

DISTRICT COURT

CLARK COUNTY, NEVADA

CARLOS A. HUERTA, an individual; GO
GLOBAL, INC., a Nevada corporation, as
assignee of interests of THE ALEXANDER
CHRISTOPHER TRUST, a Trust established in
Nevada; NANYAH VEGAS, LLC, a Nevada
limited liability company,

Plaintiffs,

v.

SIG ROGICH aka SIGMUND ROGICH as
Trustee of The Rogich Family Irrevocable Trust;
ELDORADO HILLS, LLC, a Nevada limited
liability company; DOES I-X; and/or ROE
CORPORATIONS I-X, inclusive,

Defendants.

Case No. A-13-686303-C

Dept. XXVII

**PLAINTIFFS' (A) REPLY TO
DEFENDANTS' OPPOSITION TO
MOTION FOR RECONSIDERATION
OR RELIEF FROM ORDER
GRANTING MOTION FOR PARTIAL
SUMMARY JUDGMENT; AND (B)
REQUEST FOR ORAL ARGUMENT**

**PLAINTIFFS (A) REPLY TO DEFENDANTS' OPPOSITION
TO MOTION FOR RECONSIDERATION OR RELIEF FROM
ORDER GRANTING MOTION FOR PARTIAL SUMMARY
JUDGMENT AND (B) REQUEST FOR ORAL ARGUMENT**

Plaintiffs Carlos A. Huerta and Go Global, Inc., as assignee of the interests and claims of
The Alexander Christopher Trust, a Trust established in Nevada (collectively, the "**Plaintiffs**"),
by and through their attorneys of record, Schwartz Flansburg PLLC, hereby file their (a) reply
(the "**Reply**") to the opposition of Sig Rogich, aka Sigmund Rogich, as Trustee of The Rogich

1 Family Irrevocable Trust (“**Rogich**” or the “**Defendant**”) to the Plaintiffs’ Motion for
2 Reconsideration or Relief from Order Granting Motion for Partial Summary Judgment; and (b)
3 request for oral argument (the “**Motion**”)¹ and request this Court set a hearing for oral argument
4 on the same. This Reply is made and based upon the pleadings and papers on file herein, the
5 following Memorandum of Points & Authorities, and any oral argument entertained by the Court
6 at the time of the hearing on this matter.
7
8

9 Dated this 22nd day of March, 2016.

10 SCHWARTZ FLANSBURG PLLC

11
12 By: /s/ Samuel A. Schwartz
13 Samuel A. Schwartz, Esq.
14 Nevada Bar No. 10985
15 Bryan A. Lindsey, Esq.
16 Nevada Bar No. 10662
17 Schwartz Flansburg PLLC
18 6623 Las Vegas Blvd. South, Suite 300
19 Las Vegas, Nevada 89119
20 Attorneys for Plaintiffs

21 **MEMORANDUM OF POINTS AND AUTHORITIES**

22 **Preliminary Statement**

23 1. Similar to his previous strategy in this case, Rogich primarily opposes the Motion
24 on procedural issues. As set forth herein, this Court has a procedural basis to reconsider its prior
25 Partial Summary Judgment Order under NRCP 54(b) and NRCP 60(b). Indeed, the 6 month
26 time limit in NRCP 60(b) does not apply to sections 4 (judgment is void) and 5 (manifest
27 injustice, no longer equitable to enforce the order).

28 2. Turning to the substantive issues, the Motion provides evidence creditors were
paid in full, and to the extent this Court requires additional evidence, such evidence is attached

1 Capitalized terms not otherwise defined herein shall have those meanings ascribed to
them in the Motion.

1 hereto. Importantly, Rogich's statements regarding allegations that the Plaintiffs' creditors were
2 "grossly prejudiced" does not even remotely reflect the record in the Bankruptcy Court and the
3 fact that all impaired classes of creditors in the Plaintiffs' bankruptcy case voted to accept the
4 Chapter 11 Plan.

5
6 3. Finally, this Court's Prior Summary Judgment Order must be reconsidered
7 because the Bankruptcy Order's prior disclosure statement order, which found the Disclosure
8 Statement to contain "adequate information" as required by 11 U.S.C. § 1125, operates as res
9 judicata to Rogich's previous arguments, as is an order for which this Court must give full faith
10 and credit to pursuant to 28 U.S.C. § 157. In fact, this Court did not even have jurisdiction to
11 rule whether the Disclosure Statement contained adequate information, as only the Bankruptcy
12 Court is the proper jurisdiction to determine such issues. Accordingly, the Plaintiffs' Motion
13 should be granted.
14
15
16

17 Argument

18 **A. Current Procedural Posture and Applicable Standard.**

19 **This Court May Reconsider the Partial Summary Judgment Order Under NRCP 54(b).**

20
21 4. Rogich first opposes the Plaintiffs' Motion and argues this Court's prior Order
22 cannot be reconsidered under NRCP 54(b) because: (i) the fourth claim of Nanyah Vegas, LLC
23 ("Nanyah") in the action is "totally separate and misjoined" from the Plaintiffs' claims; and (ii)
24 this Court entered a Final Judgment against the Plaintiffs on February 23, 2015 (see Opposition,
25 Exhibit 7). Rogich is incorrect on both accounts.
26
27

28 5. First, Rogich cites no rule, statute or case law to support his position that
Nanyah's claims were totally separate and misjoined from the Plaintiffs' claims, rather, Rogich
simply states the claims were litigated separately, decided separately, and appealed separately.

1 6. The flaw in Rogich's argument, however, is that while it made sense from a
2 procedural standpoint to litigate the claims of Nanyah and the Plaintiffs' separately, all claims of
3 Nanyah and the Plaintiffs' arise from the same set of facts and transactions. Accordingly, a
4 claim cannot be certified by the court as final if it arises from the same set of facts and
5 transactions that gave rise to other claims in the action. KDI Sylvan Pools, Inc. v. Workman,
6 107 Nev. 340, 343, 810 P.2d 1217, 1219 (1991).
7

8
9 7. Second, while Rogich cites to this Court's entry of Final Judgment against the
10 Plaintiffs, the Final Judgment, which did not adjudicate the claims of Nanyah, can only be
11 entered upon the court's express determination that "there is no reason for delay." NRCP 54(b);
12 Rae v. All American Life and Cas. Co., 95 Nev. 920, 922, 605 P.2d 196, 197 (1979).
13

14
15 8. Here, the Final Order entered by this Court on February 23, 2015, does not
16 contain the express language that "there is no reason for delay." Importantly, as the Nanyah
17 judgment was reversed by the Nevada Supreme Court,² this Court has not adjudicated all of the
18 claims in this case. See Butler v. Eaton, 141 U.S. 240, 244 (1891) (explaining that a judgment
19 reversed by a higher court is "without any validity, force, or effect, and ought to have never
20 existed"). Therefore, the Order against the Plaintiffs is interlocutory, and may be reconsidered
21 "at any time" by this Court under NRCP 54(b).
22

23
24 **This Court May Reconsider the Partial Summary Judgment Order Under NRCP 60(b).**
25

26 9. Rogich's argument against reconsideration under NRCP 54(b) is essentially an
27 equitable argument, citing not rule, statute or case law, regarding his allegations that the claims
28 of Nanyah and the Plaintiffs were totally separate and misjoined. Interestingly, Rogich then

2 After the filing of the Motion, Defendant Rogich filed a Petition for Rehearing in the Nevada Supreme Court regarding the Nanyah Reversal Order. To the extent deemed necessary by this Court, the Plaintiffs consent to a continuance of the Court's decision on the Motion until the Nevada Supreme Court resolves the Petition for Rehearing.

1 argues against reconsideration under NRCP 60(b), based strictly on the 6-month time limit
2 language of the rule. Simply put, Rogich cannot have his cake and eat it too.

3
4 10. As set forth in the Motion, the Order may also be reconsidered under NRCP
5 60(b), which allows the court to reconsider a motion for: (1) mistake, advertence, surprise, or
6 excusable neglect; (2) newly discovered evidence; (3) fraud; (4) a void judgment; and (5) the
7 judgment has been satisfied, released, or discharged, or a prior judgment upon which it is based
8 has been reversed or otherwise vacated, or it is no longer equitable that an injunction should have
9 prospective application.
10

11
12 11. Although provisions (1), (2), and (3) of NRCP 60(b) carry a statutory time
13 restraint, it is proper for a court to “depart from a prior holding if it is convinced that it is clearly
14 erroneous and adhering to it would work a manifest injustice.” Hsu v. County of Clark, 123
15 Nev. 625, 630-32, 173 P.3d 724, 728-729 (2007). A manifest injustice is an observable error that
16 must be reversed because it is the result of overlooked conditions or a subsequent change in
17 circumstance. Hsu, 123 Nev. at 630-32, 173 P.3d at 728-729; Black’s Law Dictionary 1048 (9th
18 ed. 2009).
19
20

21 12. Here, the court Order was based on considerations for the Chapter 11 Bankruptcy
22 matter. That matter, however, is now resolved as the Plaintiffs’ creditors were paid in full.
23 Hence, when the Order was entered, this Court based its decision on the potential effect on the
24 Plaintiffs’ creditors for the non-disclosure of the Plaintiffs’ claims against Rogich. As such,
25 creditors were paid in full and, now, this Court has the power to reconsider its Order to prevent
26 manifest injustice to the Plaintiffs so that this case may be tried on the merits.
27
28

13. Alternatively, the court may also reconsider its Order on the grounds that it is no
longer equitable to enforce it. NRCP 60(b)(5). The time restraint on a motion to reconsider does

1 not apply to NRCP 60(b)(5). Stoecklein v. Johnson Elec., Inc., 109 Nev. 268, 271-272, 849 P.2d
2 305, 308 (1993). Reconsideration under this provision must only be made within a reasonable
3 time, which “can only be determined when considering the facts of each case.” United States v.
4 Holtzman, 762 F.2d 720, 725 (9th Cir. 1985).

6 14. The provision is applicable where the matter involves the same parties and
7 concerns of claim or issue preclusion may arise. Ford v. Branch Banking and Trust Co., 131
8 Nev. Adv. Op. 53, 353 P.3d 1200, 1202 (2015). Regardless of its label, the court categorizes a
9 judgment based on how it functions. Bally’s Grand Hotel & Casino v. Reeves, 112 Nev. 1487,
10 1488, 929 P.2d 936, 937 (1996).

13 15. Here, the Order functions like an injunction because it prevents the Plaintiffs from
14 pursuing their claim. Because the Order functions like an injunction, it is properly classified as
15 such. Also at issue here is Defendants’ inference of claim or issue preclusion. Accordingly,
16 NRCP 60(b)(5) applies, and allows the Court to reconsider its prior Order.

19 **B. The Plaintiffs Paid All Unsecured Creditors In Full.**
20 **The Evidence Demonstrates Plaintiffs’ Creditors Were Paid in Full.**

21 16. Rogich next opposes the substance of the Motion and argues there is no evidence
22 the Plaintiffs’ paid their creditors in full. Despite the declarations of Samuel A. Schwartz and
23 Carlos Huerta in support of the Motion, Rogich argues there is no evidence the creditors were
24 paid.
25

27 17. In addition to the two declarations filed with the Motion, attached hereto as
28 **Exhibit A** contains a spreadsheet (the “**Spreadsheet**”) used by the Plaintiffs to determine the
scheduled and allowed claims in the Plaintiffs’ Chapter 11 bankruptcy cases.

18. Importantly, Carlos Huerta personally paid the claims of creditors indicated as

1 “Paid by Carlos” on the Spreadsheet. See Declaration of Carlos Huerta, attached hereto as
2 **Exhibit B**. Additionally, as indicated in the declaration of Samuel A. Schwartz attached to the
3 Motion, Schwartz Flansburg PLLC issued checks for all remaining creditors listed on the
4 Spreadsheet. Copies of each check, along with a cover letter, are attached hereto to the
5 Declaration of Samuel A. Schwartz, attached hereto as **Exhibit C**.
6

7 **Plaintiffs’ Creditors Were Not Prejudiced by any Failure to Disclose the Rogich Claim.**
8

9 19. In his Opposition, Rogich also argues that notwithstanding whether Plaintiffs paid
10 their creditors in full, Plaintiffs’ creditors were “grossly prejudiced by the failure of the Plaintiffs
11 to apprise the creditors of their alleged Rogich claim.” See Opposition, p. 5, ll. 14-15. First, if
12 Plaintiffs’ creditors were “grossly prejudiced,” then it appears Rogich admits there is significant
13 merit to Plaintiffs’ claims against him, which supports Plaintiffs’ Motion for Reconsideration to
14 prevent manifest injustice.
15
16

17 20. Second, notwithstanding the above, Plaintiffs’ creditors were not “grossly
18 prejudiced” by any lack of disclosure in the Disclosure Statement, because all impaired classes
19 of creditors voted to accept the Plaintiffs’ Chapter 11 Plan. See Voting Declaration in
20 Bankruptcy Case (the “**Voting Declaration**”), a copy of which is attached hereto as **Exhibit D**.
21 Specifically, the Voting Declaration indicates the Plaintiffs received affirmative votes accepting
22 their Chapter 11 Plan in all creditor classes allowed to vote on the Plan. Id. Thus, regardless of
23 whether the Plaintiffs disclosed that creditors would be paid from recoveries from the Plaintiffs’
24 nearly \$5 million judgment against Hugo Paulson and his related entities (the “**Paulson**
25 **Judgment**”) or whether creditors would be paid from both the Paulson Judgment and the Rogich
26 Claim, creditors’ votes would not have changed, as all impaired creditor classes already voted to
27 accept the Plaintiffs’ Plan. Simply put, disclosure of the Rogich Claim would not have improved
28

1 upon 7 “yes” votes and zero “no” votes for the Plaintiffs’ Plan.

2 **The Glazier Group v. Premium Supply Co., Inc. is Directly on Point.**

3 21. The Glazier Group v. Premium Supply Co., Inc. case is directly on point, despite
4 Rogich’s allegations to the contrary. In fact, Rogich’s attempts to distinguish Glazier are
5 misplaced. In Glazier, the defendant, Premium, sought to dismiss the complaint of the debtor,
6 The Glazier Group (“**Glazier**” or “**GGI**”), based on a theory of judicial estoppel because the
7 claim against Premium was not disclosed in the debtor’s: (i) schedules; and (ii) disclosure
8 statement. The Glazier Group v. Premium Supply Co., Inc., 2013 WL 1727155, *1-2 (N.Y. Sup.
9 2013). The court in Glazier ruled disclosure of the claim was not required in the debtor’s
10 schedules because it arose post-petition. Id. at *2. That difference, as argued by Rogich, is not
11 material here, as the Plaintiffs’ claim against Rogich was disclosed in the Plaintiffs’ schedules.
12

13 22. Importantly, the rest of the facts of the Glazier case regarding disclosure of the
14 claim against Premium in the debtor’s disclosure statement are directly on point. First, the claim
15 against Premium was known to the debtor and not disclosed in the disclosure statement. Id. at
16 *1-2. Second, Premium was not a creditor of the debtor, as its claim against the debtor was
17 expunged. Id. at *1. Third, the debtor’s confirmation order in Glazier vested all assets in the
18 debtor post-confirmation. Id. at *3-4. Fourth, the Glazier court found disclosure of the claim
19 against Premium would not have materially affected the way creditors voted on the debtor’s plan
20 because any recoveries against Premium would have been paid to secured creditors, not
21 unsecured creditors. Id. at *4. Fifth, all unsecured creditors who voted on the debtor’s plan
22 accepted the plan. Id. Based on these facts, the Glazier court found:
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“[T]he disclosure of the causes of action against Premium in the disclosure statement would not have been material, because it was unlikely to have affected the unsecured creditors’ vote on the plan.”

1 Id. at *5.

2 23. In this matter, all five facts outlined above apply in this matter. First, the claim
3 against Rogich was not disclosed in the disclosure statement. Second, Rogich is not a creditor of
4 the Plaintiffs. Third, the Plaintiffs' Chapter 11 Plan vests all assets in the Plaintiffs, including
5 causes of action. See Confirmation Order, Bankruptcy Case No. 10-14804-LED, Docket No.
6 507, Plan, Section E. Fourth, the disclosure of the Rogich Claim in the Disclosure Statement
7 would not have affected the vote of the Plaintiffs' creditors, as all voting creditors already
8 accepted the Plaintiffs' plan.³ Fifth, all creditors to vote on the Plaintiffs' plan voted in favor of
9 the Plan. See Exhibit D, attached hereto.

10 24. Despite the above facts, Rogich, while citing no evidence or authority, argues in
11 his Opposition that "[s]urely, if the creditors were aware of an alleged claim of more than \$2 1/2
12 million, it would have been a material consideration affecting the impairment of their claims."
13 See Opposition, p. 5, ll. 16-17. Based on the above facts, this statement could not be further
14 from the truth.

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20 **Reconsideration is Appropriate Because the Plaintiffs' Disclosure Statement**
21 **Order is a Final Order for Which this Court Must Give Full Faith and Credit**

22 25. Finally, this Court's prior Partial Summary Judgment Order must be reconsidered
23 by this Court for two reasons. First, prior to the Partial Summary Judgment Order, the
24 Bankruptcy Court entered an order approving the Plaintiffs' Disclosure Statement (the
25 "**Disclosure Statement Order**"), a copy of which is attached hereto as **Exhibit E**, and such
26 order operates as res judicata as to whether the Plaintiffs' Disclosure Statement contained
27
28

3 Even if all voting creditors did not vote in favor of the Plan, disclosure of the Rogich
Claim would not have made a difference, as the Plaintiffs proposed to pay creditors from the
recoveries to be collected from a judgment (the Paulson Judgment). Adding recoveries from a
claim (the Rogich Claim) is immaterial, as it is far quicker and easier to recover from a judgment
than a claim.

1 “adequate information” within the meaning of section 1125 of the Bankruptcy Code. In fact, the
2 Glazier court stated the following:

3
4 In any event, the Bankruptcy Court approved GGI’s disclosure statement by entering the
5 Disclosure Statement Order, and such order is res judicata as to whether GGI’s disclosure
6 statement contained “adequate information” within the meaning of section 1125 of the
7 Bankruptcy Code. Because Premium participated in GGI’s Chapter 11 case, and failed to
8 challenge the Disclosure Statement Order, Premium is precluded from collaterally
9 attacking the Disclosure Statement Order in this Court.

10 The Glazier Group v. Premium Supply Co., Inc., 2013 WL 1727155, *4 (N.Y. Sup. 2013).

11 26. Here, the adequacy of information contained in the Plaintiffs’ Disclosure
12 Statement was already determined by the Bankruptcy Court as “adequate” pursuant to section
13 1125 of the Bankruptcy Code. See Disclosure Statement Order, p. 2. Second, res judicata
14 applies to Rogich here because he knew about the Plaintiffs’ bankruptcy case and was mailed a
15 copy of the Disclosure Statement and a notice of the hearing on the Disclosure Statement. See
16 Certificate of Service in Bankruptcy Case, Case No. 10-14804-BAM, Docket No. 436, p. 9-11, a
17 copy of which is attached hereto as **Exhibit F**. In fact, Melissa Olivas, chief financial officer of
18 Rogich Communications, previously testified in this case as follows:

19 Q. Were you aware that Carlos filed Chapter 11 bankruptcy?

20 A. Yes.

21 Q. How did you find out about that?

22 A. They noticed us. I mean, we received a notice in the mail.

23
24 See Deposition Transcript of Melissa Olivas, pp. 116-17, ll. 23-3, a copy of which is attached
25 hereto as **Exhibit G**. In fact, Rogich did receive notice of the Plaintiffs’ bankruptcy filing, and is
26 listed on the mailing matrix of the bankruptcy case, a copy of which is attached hereto as **Exhibit**
27 **H**.
28

29 27. Accordingly, Rogich could have objected to the Disclosure Statement and chose
30 not to do so. Pursuant to the Nevada Supreme Court’s rulings in Five Star Capital Corporation v.

1 Ruby, 124 Nev. 1048, 1057, 194 P.3d 709, 715 (2008) and Weddell v. Sharp, 350 P.3d 80 (Nev.
2 2015), res judicata applies and this Court's prior Partial Summary Judgment Order should be
3 vacated.
4

5 28. Second, reconsideration of this Court's Partial Summary Judgment Order is
6 necessary under NRCP 60(b)(5), as the judgment is void. Specifically, this Court is required to
7 give full faith and credit to the Disclosure Statement Order, as the Bankruptcy Court is the
8 proper jurisdiction to hear and determine all issues relating to the adequacy of information
9 contained in the disclosure statement. 28 U.S.C. §§ 157, 1409; see also The Glazier Group v.
10 Premium Supply Co., Inc., 2013 WL 1727155, *4-5 (N.Y. Sup. 2013) (finding the New York
11 state court is required to give full faith and credit to the disclosure statement order of the
12 bankruptcy court when determining all issues relating to the adequacy of information contained
13 in the disclosure statement).
14
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17 29. Accordingly, this Court did not give full faith and credit to the Disclosure
18 Statement Order as required by federal law, and this Court lacked jurisdiction to even make a
19 finding that the Disclosure Statement contained insufficient information in accordance with 11
20 U.S.C. § 1125. Because this Court did not give full faith and credit to the Disclosure Statement
21 Order and lacked jurisdiction to enter a judgment contrary to the Disclosure Statement Order,
22 this Court's prior Partial Summary Judgment Order is void.
23
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26 ///

27 ///

28 ///

///

///

Conclusion

30. For the reasons stated above, this Court should grant the Plaintiffs' Motion and vacate the prior Partial Summary Judgment Order granted in favor of Rogich. The Plaintiffs also request that this Court set the Motion for oral argument.

SCHWARTZ FLANSBURG PLLC

By: /s/ Samuel A. Schwartz
Samuel A. Schwartz, Esq.
Nevada Bar No. 10985
Bryan A. Lindsey, Esq.
Nevada Bar No. 10662
Schwartz Flansburg PLLC
6623 Las Vegas Blvd. South, Suite 300
Las Vegas, Nevada 89119
Telephone: (702) 385-5544
Facsimile: (702) 385-2741
Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was sent via Regular
U.S. Mail to the following on March 22, 2016:

Eldorado Hills, LLC
c/o Andrew M. Leavitt, Esq.
Matthew D. Cox, Esq.
Law Office of Andrew M. Leavitt, Esq.
633 South Seventh Street
Las Vegas, NV 89101

Sig Rogich, as Trustee of the Rogich Family Irrevocable Trust
c/o Samuel S. Lionel, Esq.
Brenoch R. Wirthlin, Esq.
Fennemore Craig, P.C.
300 South Fourth Street, Ste. 1400
Las Vegas, NV 89101

/s/ Christy L. Cahall
Christy L. Cahall

Exhibit A

<u>Creditor Name</u>	<u>Address</u>	<u>Account No.</u>	<u>Scheduled Amount</u>	<u>POC Number</u>	<u>POC Amount</u>	<u>Allowed Amount</u>
<i>American Express</i>	<i>P. O. Box 0001, Los Angeles, CA 90096</i>	xxxxxxx3005	\$ 3,000.00			<i>Paid by Carlos</i>
Arie Fisher	16 Rashi Street, Ra'anana, Israel 43214		\$ 41,200.00			<i>Paid by Carlos</i>
Bailus Cook & Kelesis	400 S. Fourth Street, Suite 300	xxxx31157	\$ 4,800.14			<i>Paid by Carlos</i>
Bank of America	P. O. Box 26012 NCA, 105-02-77, Greensboro, NC 27410	xxxx5099	\$ 46,774.04	5	\$ 46,946.67	\$ 46,946.67
Gordon & Silver	3960 Howard Hughes Pkwy, 9th Floor, Las Vegas, NV 89169		\$ 57,000.00	8	\$ 47,009.61	<i>Paid by Carlos</i>
Kolesar & Leatham	3320 W. Sahara Avenue, Suite 380, Las Vegas, Nevada 89102		\$ 17,346.91	3	\$ 16,174.50	<i>Paid by Carlos</i>
LL Bradford & Co.	8880 W. Sunset Road, Third Floor, Las Vegas, Nevada 89148		\$ 6,000.00			<i>Paid by Carlos</i>
Nevada State Bank	P. O. Box 990, Las Vegas, NV 89125	xxxx9002	\$ 653,000.00	5, 17	\$ 654,107.94	<i>Paid by Carlos</i>
Ray Koroghli	3055 Via Sarafina Avenue, Henderson, Nevada 89052		\$ 154,900.00			<i>Paid by Carlos</i>
ACS/Netnet (Education)	501 Bleecker Street, Utica, NY 13501	xxxx3881	\$ 17,033.00			\$ 17,033.00
American Express	P. O. Box 0001, Los Angeles, CA 90096	xxxx4003	\$ 2,800.00			<i>Paid by Carlos</i>
Bank of America	P. O. Box 37279, Baltimore, MD 21297	xxxx2390	\$ 260.00			\$ 260.00
Biltmore Village HOA	c/o Cadicorp Management Group, 7700 N. Kendall Drive, PH II, Miami, FL 33156		\$ 2,400.00			<i>Paid by Carlos</i>
Chase	P. O. Box 15298, Wilmington, DE 19850	xxxx4735	\$ 1,743.31			\$ 1,743.31
Chase Bank USA, N.A.	P. O. Box 15145, Wilmington, DE 19850	xxxx0898	\$ 398.45	8	\$ 398.45	\$ 398.45
Chase Bank USA, N.A.	P. O. Box 15145, Wilmington, DE 19850	xxxx2884	\$ 3,149.03	7	\$ 3,149.03	\$ 3,149.03
Chase Bank USA, N.A.	P. O. Box 15145, Wilmington, DE 19850	xxxx3432	\$ 23,987.41	6	\$ 23,987.41	\$ 23,987.41
Chase Bank USA, N.A.	P. O. Box 15145, Wilmington, DE 19850	xxxx4253	\$ 8,485.55	9	\$ 8,485.55	\$ 8,485.55
Discover Financial	P. O. Box 3025, New Albany, OH 43054	xxxx1814	\$ 7,200.00	14	\$ 6,156.25	\$ 6,156.25
Fairway Pines HOA	858 Tanager Street, Suite M, Incline Village, NV 89451		\$ 700.00			<i>Paid by Carlos</i>
FIA Card Services/Bank of America	c/o Becket and Lee, LLP, P. O. Box 3001, Malvern, PA 19355	xxxx1270	\$ 9,352.05	2, 11	\$ 9,352.05	\$ 9,352.05
FIA Card Services/Bank of America	c/o Becket and Lee, LLP, P. O. Box 3001, Malvern, PA 19355	xxxx5842	\$ 73.67	1, 12	\$ 73.67	\$ 73.67
FIA Card Services/Bank of America	c/o Becket and Lee, LLP, P. O. Box 3001, Malvern, PA 19355	xxxx2396	\$ 34.37	3, 13	\$ 34.37	\$ 34.37
Foley & Oakes	850 East Bonneville Avenue, Las Vegas, Nevada 89101		\$ 1,500.00			<i>Paid by Carlos</i>
Gap Credit Card	P. O. Box 960017, Orlando, Florida 32896	xxxx3757	\$ 459.44			\$ 459.44
Citibank, N.A.	P. O. Box 6305, The Lakes, NV 88901	xxxx7033	\$ 421.00	2	\$ 441.47	\$ 441.47
Quantum Collections	3224 Civic Center Dr., North Las Vegas, Nevada 89030	xxxx5190	\$ 138.00			\$ 138.00
Randall Daugherty	10541 Broadhead Court, Las Vegas, Nevada 89135		\$ 6,800.00			<i>Paid by Carlos</i>
Sierra Vista Ranchos HOA	P. O. Box 13044, Las Vegas, Nevada 89112	MV7004	\$ 1,200.00			<i>Paid by Carlos</i>
TOTAL:			\$ 1,072,156.37		\$ 816,316.97	\$ 118,658.67

Exhibit B

Ch

Samuel A. Schwartz, Esq.
Nevada Bar No. 10985
Bryan A. Lindsey, Esq.
Nevada Bar No. 10662
Schwartz Flansburg PLLC
6623 Las Vegas Blvd. South, Suite 300
Las Vegas, NV 89119
Telephone: (702) 385-5544
Facsimile: (702) 385-2741
Attorneys for the Plaintiffs

DISTRICT COURT

CLARK COUNTY, NEVADA

CARLOS A. HUERTA, an individual; GO
GLOBAL, INC., a Nevada corporation, as
assignee of interests of THE ALEXANDER
CHRISTOPHER TRUST, a Trust established in
Nevada; NANYAH VEGAS, LLC, a Nevada
limited liability company,

Plaintiffs,

v.

SIG ROGICH aka SIGMUND ROGICH as
Trustee of The Rogich Family Irrevocable Trust;
ELDORADO HILLS, LLC, a Nevada limited
liability company; DOES I-X; and/or ROE
CORPORATIONS I-X, inclusive.

Defendants.

Case No. A-13-686303-C

Dept. XXVII

DECLARATION OF CARLOS A. HUERTA

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

CARLOS HUERTA, being duly sworn, deposes and says:

1. I am over the age of eighteen, mentally competent, and unless otherwise indicated, I
have personal knowledge of the facts set forth herein. I am the principal of Go Global, Inc. ("Go

1 Global"), and Go Global, along with myself, are Plaintiffs in the above-captioned matter. I make
2 this declaration in support of the Plaintiffs Reply to Defendants' Opposition to Motion for
3 Reconsideration or Relief from Order Granting Motion for Partial Summary Judgment (the "Motion").

4 2. Attached to the Motion as Exhibit A is a true and correct copy of the spreadsheet (the
5 "Spreadsheet") used by the Plaintiffs to determine the scheduled and allowed claims in the Plaintiffs'
6 Chapter 11 bankruptcy cases.

7 3. I personally paid the claims of creditors indicated as "Paid by Carlos" on the
8 Spreadsheet.
9

10 Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and
11 correct.

12 Dated this 22nd day of March, 2016.

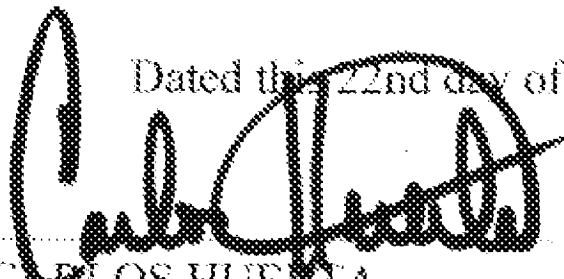
13 
14 CARLOS HUERTA
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28

Exhibit C

Samuel A. Schwartz, Esq.
Nevada Bar No. 10985
Bryan A. Lindsey, Esq.
Nevada Bar No. 10662
Schwartz Flansburg PLLC
6623 Las Vegas Blvd. South, Suite 300
Las Vegas, NV 89119
Telephone: (702) 385-5544
Facsimile: (702) 385-2741
Attorneys for the Plaintiffs

DISTRICT COURT

CLARK COUNTY, NEVADA

CARLOS A. HUERTA, an individual; GO
GLOBAL, INC., a Nevada corporation, as
assignee of interests of THE ALEXANDER
CHRISTOPHER TRUST, a Trust established in
Nevada; NANYAH VEGAS, LLC, a Nevada
limited liability company,

Plaintiffs,

v.

SIG ROGICH aka SIGMUND ROGICH as
Trustee of The Rogich Family Irrevocable Trust;
ELDORADO HILLS, LLC, a Nevada limited
liability company; DOES I-X; and/or ROE
CORPORATIONS I-X, inclusive,

Defendants.

Case No. A-13-686303-C

Dept. XXVII

DECLARATION OF SAMUEL A. SCHWARTZ

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

SAMUEL A. SCHWARTZ, being duly sworn, deposes and says:

1 1. I am over the age of eighteen, mentally competent, and unless otherwise indicated, I
2 have personal knowledge of the facts set forth herein. I am an attorney and manager of Schwartz
3 Flansburg PLLC (“SF”), and am licensed to practice law in the State of Nevada. I am counsel to
4 Carlos Huerta and Go Global, Inc. in this matter, and served their bankruptcy counsel in their Chapter
5 11 cases. I make this declaration in support of the Plaintiffs’ Reply to Defendants’ Opposition to
6 Motion for Reconsideration or Relief from Order Granting Motion for Partial Summary Judgment (the
7 “Motion”).
8

9 2. Attached to the Motion as Exhibit A is a true and correct copy of the spreadsheet (the
10 “**Spreadsheet**”) prepared by SF to determine the scheduled and allowed claims in the Plaintiffs’
11 Chapter 11 bankruptcy cases. SF determined the scheduled and allowed claims by reviewing the
12 Plaintiffs’ bankruptcy schedules, reviewing all proofs of claim filed in the bankruptcy cases, and
13 reviewing all other relevant documents and pleadings related to claims in the bankruptcy cases.
14

15 3. As manager of SF, I caused SF to issue checks and cover letters to all claims listed on
16 the Spreadsheet, other than those indicated as “Paid by Carlos.” Attached hereto are true and correct
17 copies of the cover letters and checks issued to each creditor.

18 4. Only two checks were returned as “undeliverable,” one to Quantum Collections for
19 \$138.00, and one to Bank of America for \$260.00. Upon receiving the two checks as “undeliverable,”
20 SF obtained current addresses for these creditors and reissued the checks.
21

22 5. As of the date hereof, all checks have cleared SF’s bank account, with the exception of
23 one check to Bank of America in the amount of \$260.00. SF expects that check to clear shortly.
24
25
26
27
28

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Dated this 22nd day of March, 2016.

/s/ Samuel A. Schwartz
SAMUEL A. SCHWARTZ, ESQ.



Samuel A. Schwartz, Esq.*
Frank M. Flansburg III, Esq.†
Bryan A. Lindsey, Esq.
Brian Blankenship, Esq.
Troy Domina, Esq.

*Also licensed in Arizona, Florida and Illinois.

† Also licensed in Washington.

VIA U.S. MAIL

February 9, 2016

Quantum Collections
3224 Civic Center Dr.
N. Las Vegas, NV 89030

Re: In re Go Global, Inc., Bankruptcy Case No. 10-14804;
In re Carlos & Christine Huerta, Bankruptcy Case No. 10-14456;
Account Ending in 5190

Dear Creditor:

We represent In re Go Global, Inc., and Carlos & Christine Huerta (collectively, the “Debtors”) in connection with their confirmed Chapter 11 bankruptcy cases pending before the United States Bankruptcy Court (the “Bankruptcy Court”) for the District of Nevada, Case Nos. 10-14804 and 10-14456.

Please be advised that on July 22, 2013, the Bankruptcy Court entered an order approving the Debtors’ Chapter 11 plan of reorganization (the “Plan”), which Plan became effective on October 6, 2014. Please also be advised that on April 8, 2014, the Bankruptcy Court entered an order granting the Debtors their discharge in the Chapter 11 case.

Pursuant to the terms of the Plan, enclosed please find a check in the amount of \$138.00, which is the full amount of your allowed claim under the Plan. Should you have any questions regarding the contents of this letter, please do feel free to contact the undersigned.

Very Truly Yours,

Samuel A. Schwartz, Esq.

Enclosure:

cc: Carlos A. Huerta (via electronic mail)

001210

SCHWARTZ FLANSBURG PLLC
IOLTA ACCOUNT
6623 Las Vegas Blvd S Unit 300
Las Vegas, NV 89119-3246

Bank of America
300 S 4th St
Las Vegas, NV 89101
94-72/1224

2/9/2016

PAY TO THE
ORDER OF

Quantum Collections

\$ **138.00

One Hundred Thirty-Eight and 00/100 ***** DOLLARS

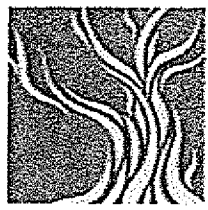
Quantum Collections
3224 Civic Center Drive
North Las Vegas, NV 89030

VOID IF NOT CASHED IN 90 DAYS

MEMO



THIS DOCUMENT CONTAINS A COLORED BACKGROUND ON WHITE PAPER. MICROPRINT IS LOCATED BELOW THE WARNING BAND.



SCHWARTZ
FLANSBURG

Samuel A. Schwartz, Esq.*
Frank M. Flansburg III, Esq.†
Bryan A. Lindsey, Esq.
Brian Blankenship, Esq.
Troy Domina, Esq.

*Also licensed in Arizona, Florida and Illinois.

† Also licensed in Washington.

VIA U.S. MAIL

February 9, 2016

Gap Credit Card
P.O. Box 960017
Orlando, FL 32896

**Re: In re Go Global, Inc., Bankruptcy Case No. 10-14804;
In re Carlos & Christine Huerta, Bankruptcy Case No. 10-14456;
Account Ending in 3757**

Dear Creditor:

We represent In re Go Global, Inc., and Carlos & Christine Huerta (collectively, the “Debtors”) in connection with their confirmed Chapter 11 bankruptcy cases pending before the United States Bankruptcy Court (the “Bankruptcy Court”) for the District of Nevada, Case Nos. 10-14804 and 10-14456.

Please be advised that on July 22, 2013, the Bankruptcy Court entered an order approving the Debtors’ Chapter 11 plan of reorganization (the “Plan”), which Plan became effective on October 6, 2014. Please also be advised that on April 8, 2014, the Bankruptcy Court entered an order granting the Debtors their discharge in the Chapter 11 case.

Pursuant to the terms of the Plan, enclosed please find a check in the amount of \$459.44, which is the full amount of your allowed claim under the Plan. Should you have any questions regarding the contents of this letter, please do feel free to contact the undersigned.

Very Truly Yours,

Samuel A. Schwartz, Esq.

Enclosure:

cc: Carlos A. Huerta (via electronic mail)

001208

SCHWARTZ FLANSBURG PLLC
IOLTA ACCOUNT
6623 Las Vegas Blvd S Unit 300
Las Vegas, NV 89119-3246

Bank of America
300 S 4th St
Las Vegas, NV 89101
94-72/1224

2/9/2016

PAY TO THE
ORDER OF

Gap Credit Card

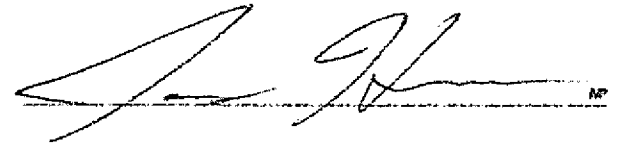
\$ **459.44

Four Hundred Fifty-Nine and 44/100***** DOLLARS

Gap Credit Card
PO Box 960017
Orlando, FL 32896

VOID IF NOT CASHED IN 90 DAYS

MEMO



THIS DOCUMENT CONTAINS A COLORED BACKGROUND ON WHITE PAPER. MICROPRINT IS LOCATED BELOW THIS WARNING BAND.



Samuel A. Schwartz, Esq.*
Frank M. Flansburg III, Esq.[†]
Bryan A. Lindsey, Esq.
Brian Blankenship, Esq.
Troy Domina, Esq.

*Also licensed in Arizona, Florida and Illinois.

[†] Also licensed in Washington.

VIA U.S. MAIL

February 9, 2016

FIA Card Services/Bank of America
c/o Becket and Lee, LLP
P.O. Box 3001
Malvern, PA 19355

**Re: In re Go Global, Inc., Bankruptcy Case No. 10-14804;
In re Carlos & Christine Huerta, Bankruptcy Case No. 10-14456;
Account Ending in 5842**

Dear Creditor:

We represent In re Go Global, Inc., and Carlos & Christine Huerta (collectively, the “Debtors”) in connection with their confirmed Chapter 11 bankruptcy cases pending before the United States Bankruptcy Court (the “Bankruptcy Court”) for the District of Nevada, Case Nos. 10-14804 and 10-14456.

Please be advised that on July 22, 2013, the Bankruptcy Court entered an order approving the Debtors’ Chapter 11 plan of reorganization (the “Plan”), which Plan became effective on October 6, 2014. Please also be advised that on April 8, 2014, the Bankruptcy Court entered an order granting the Debtors their discharge in the Chapter 11 case.

Pursuant to the terms of the Plan, enclosed please find a check in the amount of \$73.67, which is the full amount of your allowed claim under the Plan. Should you have any questions regarding the contents of this letter, please do feel free to contact the undersigned.

Very Truly Yours,


Samuel A. Schwartz, Esq.

Enclosure:

cc: Carlos A. Huerta (via electronic mail)

001206

SCHWARTZ FLANSBURG PLLC
IOLTA ACCOUNT
6623 Las Vegas Blvd S Unit 300
Las Vegas, NV 89119-3246

Bank of America
300 S 4th St
Las Vegas, NV 89101
94-72/1224

2/9/2016

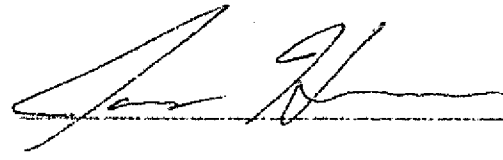
PAY TO THE ORDER OF FIA Card Services/Bank of America

\$ **73.67

Seventy-Three and 67/100***** DOLLARS

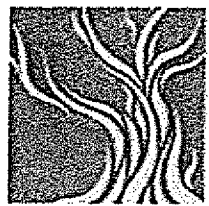
FIA Card Services/Bank of America
c/o Becket and Lee, LLP
PO Box 3001
Malvern, PA 19355

VOID IF NOT CASHED IN 90 DAYS



MEMO

THIS DOCUMENT CONTAINS A COLORED BACKGROUND ON WHITE PAPER. MICROPRINT IS LOCATED BELOW THIS WARNING BAND.



SCHWARTZ
FLANSBURG

Samuel A. Schwartz, Esq.*
Frank M. Flansburg III, Esq.†
Bryan A. Lindsey, Esq.
Brian Blankenship, Esq.
Troy Domina, Esq.

*Also licensed in Arizona, Florida and Illinois.

† Also licensed in Washington.

VIA U.S. MAIL

February 9, 2016

FIA Card Services/Bank of America
c/o Becket and Lee, LLP
P.O. Box 3001
Malvern, PA 19355

**Re: In re Go Global, Inc., Bankruptcy Case No. 10-14804;
In re Carlos & Christine Huerta, Bankruptcy Case No. 10-14456;
Account Ending in 2396**

Dear Creditor:

We represent In re Go Global, Inc., and Carlos & Christine Huerta (collectively, the “Debtors”) in connection with their confirmed Chapter 11 bankruptcy cases pending before the United States Bankruptcy Court (the “Bankruptcy Court”) for the District of Nevada, Case Nos. 10-14804 and 10-14456.

Please be advised that on July 22, 2013, the Bankruptcy Court entered an order approving the Debtors’ Chapter 11 plan of reorganization (the “Plan”), which Plan became effective on October 6, 2014. Please also be advised that on April 8, 2014, the Bankruptcy Court entered an order granting the Debtors their discharge in the Chapter 11 case.

Pursuant to the terms of the Plan, enclosed please find a check in the amount of \$34.37, which is the full amount of your allowed claim under the Plan. Should you have any questions regarding the contents of this letter, please do feel free to contact the undersigned.

Very Truly Yours,

Samuel A. Schwartz, Esq.

Enclosure:

cc: Carlos A. Huerta (via electronic mail)

001207

SCHWARTZ FLANSBURG PLLC
IOLTA ACCOUNT
6623 Las Vegas Blvd S Unit 300
Las Vegas, NV 89119-3246

Bank of America
300 S 4th St
Las Vegas, NV 89101
94-72/1224

2/9/2016

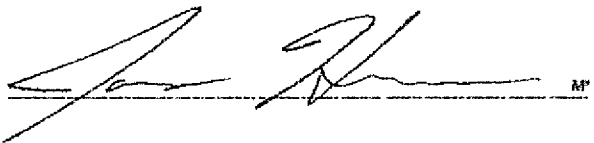
PAY TO THE ORDER OF FIA Card Services/Bank of America

\$ **34.37

Thirty-Four and 37/100***** DOLLARS

FIA Card Services/Bank of America
c/o Becket and Lee, LLP
PO Box 3001
Malvern, PA 19355

VOID IF NOT CASHED IN 90 DAYS



MEMO

THIS DOCUMENT CONTAINS A COLORED BACKGROUND ON WHITE PAPER. MICROPRINT IS LOCATED BELOW THE SIGNATURE BAND.



Samuel A. Schwartz, Esq.*
Frank M. Flansburg III, Esq.†
Bryan A. Lindsey, Esq.
Brian Blankenship, Esq.
Troy Domina, Esq.

*Also licensed in Arizona, Florida and Illinois.

† Also licensed in Washington.

VIA U.S. MAIL

February 9, 2016

FIA Card Services/Bank of America
c/o Becket and Lee, LLP
P.O. Box 3001
Malvern, PA 19355

Re: In re Go Global, Inc., Bankruptcy Case No. 10-14804;
In re Carlos & Christine Huerta, Bankruptcy Case No. 10-14456;
Account Ending in 1270

Dear Creditor:

We represent In re Go Global, Inc., and Carlos & Christine Huerta (collectively, the “Debtors”) in connection with their confirmed Chapter 11 bankruptcy cases pending before the United States Bankruptcy Court (the “Bankruptcy Court”) for the District of Nevada, Case Nos. 10-14804 and 10-14456.

Please be advised that on July 22, 2013, the Bankruptcy Court entered an order approving the Debtors’ Chapter 11 plan of reorganization (the “Plan”), which Plan became effective on October 6, 2014. Please also be advised that on April 8, 2014, the Bankruptcy Court entered an order granting the Debtors their discharge in the Chapter 11 case.

Pursuant to the terms of the Plan, enclosed please find a check in the amount of \$9,352.05, which is the full amount of your allowed claim under the Plan. Should you have any questions regarding the contents of this letter, please do feel free to contact the undersigned.

Very Truly Yours,

Samuel A. Schwartz, Esq.

Enclosure:

cc: Carlos A. Huerta (via electronic mail)

001205

SCHWARTZ FLANSBURG PLLC
IOLTA ACCOUNT
6623 Las Vegas Blvd S Unit 300
Las Vegas, NV 89119-3246

Bank of America
300 S 4th St
Las Vegas, NV 89101
94-72/1224

2/9/2016

PAY TO THE
ORDER OF

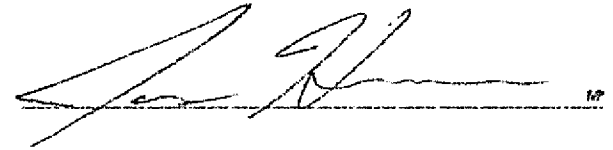
FIA Card Services/Bank of America

\$ **9,352.05

Nine Thousand Three Hundred Fifty-Two and 05/100***** DOLLARS

FIA Card Services/Bank of America
c/o Becket and Lee, LLP
PO Box 3001
Malvern, PA 19355

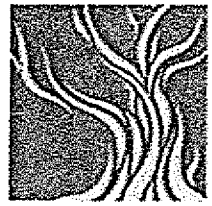
VOID IF NOT CASHED IN 90 DAYS



MEMO

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VOID BAND



SCHWARTZ
FLANSBURG

Samuel A. Schwartz, Esq.*
Frank M. Flansburg III, Esq.†
Bryan A. Lindsey, Esq.
Brian Blankenship, Esq.
Troy Domina, Esq.

*Also licensed in Arizona, Florida and Illinois.

† Also licensed in Washington.

VIA U.S. MAIL

February 9, 2016

Discover Financial
P.O. Box 3025
New Albany, OH 43054

**Re: In re Go Global, Inc., Bankruptcy Case No. 10-14804;
In re Carlos & Christine Huerta, Bankruptcy Case No. 10-14456;
Account Ending in 1814**

Dear Creditor:

We represent In re Go Global, Inc., and Carlos & Christine Huerta (collectively, the **"Debtors"**) in connection with their confirmed Chapter 11 bankruptcy cases pending before the United States Bankruptcy Court (the **"Bankruptcy Court"**) for the District of Nevada, Case Nos. 10-14804 and 10-14456.

Please be advised that on July 22, 2013, the Bankruptcy Court entered an order approving the Debtors' Chapter 11 plan of reorganization (the **"Plan"**), which Plan became effective on October 6, 2014. Please also be advised that on April 8, 2014, the Bankruptcy Court entered an order granting the Debtors their discharge in the Chapter 11 case.

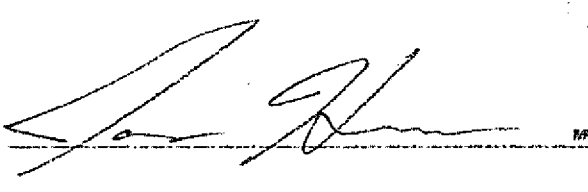
Pursuant to the terms of the Plan, enclosed please find a check in the amount of \$6,156.25, which is the full amount of your allowed claim under the Plan. Should you have any questions regarding the contents of this letter, please do feel free to contact the undersigned.

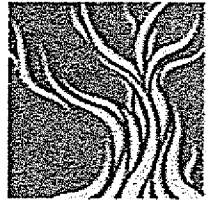
Very Truly Yours,

Samuel A. Schwartz, Esq.

Enclosure:

cc: Carlos A. Huerta (via electronic mail)

SCHWARTZ FLANSBURG PLLC IOLTA ACCOUNT 6623 Las Vegas Blvd S Unit 300 Las Vegas, NV 89119-3246		Bank of America 300 S 4th St Las Vegas, NV 89101 94-72/1224	001204
			2/9/2016
PAY TO THE ORDER OF	Discover Financial	\$	**6,156.25
Six Thousand One Hundred Fifty-Six and 25/100*****		DOLLARS	
Discover Financial PO Box 3025 New Albany, OH 43054		VOID IF NOT CASHED IN 90 DAYS	
MEMO			
<small>THIS DOCUMENT CONTAINS A COLORED BACKGROUND ON WHITE PAPER. MICROPRINT IS LOCATED BELOW THIS WHITE BAND.</small>			



SCHWARTZ
FLANSBURG

Samuel A. Schwartz, Esq.*
Frank M. Flansburg III, Esq.†
Bryan A. Lindsey, Esq.
Brian Blankenship, Esq.
Troy Domina, Esq.

*Also licensed in Arizona, Florida and Illinois.

† Also licensed in Washington.

VIA U.S. MAIL

February 9, 2016

Citibank, N.A.
P.O. Box 6305
The Lakes, NV 88901

**Re: In re Go Global, Inc., Bankruptcy Case No. 10-14804;
In re Carlos & Christine Huerta, Bankruptcy Case No. 10-14456;
Account Ending in 7033**

Dear Creditor:

We represent In re Go Global, Inc., and Carlos & Christine Huerta (collectively, the **"Debtors"**) in connection with their confirmed Chapter 11 bankruptcy cases pending before the United States Bankruptcy Court (the **"Bankruptcy Court"**) for the District of Nevada, Case Nos. 10-14804 and 10-14456.

Please be advised that on July 22, 2013, the Bankruptcy Court entered an order approving the Debtors' Chapter 11 plan of reorganization (the **"Plan"**), which Plan became effective on October 6, 2014. Please also be advised that on April 8, 2014, the Bankruptcy Court entered an order granting the Debtors their discharge in the Chapter 11 case.

Pursuant to the terms of the Plan, enclosed please find a check in the amount of \$441.47, which is the full amount of your allowed claim under the Plan. Should you have any questions regarding the contents of this letter, please do feel free to contact the undersigned.

Very Truly Yours,

Samuel A. Schwartz, Esq.

Enclosure:

cc: Carlos A. Huerta (via electronic mail)

001209

SCHWARTZ FLANSBURG PLLC
IOLTA ACCOUNT
6623 Las Vegas Blvd S Unit 300
Las Vegas, NV 89119-3246

Bank of America
300 S 4th St
Las Vegas, NV 89101
94-72/1224

2/9/2016

PAY TO THE
ORDER OF

Citibank, N.A.

\$ **441.47

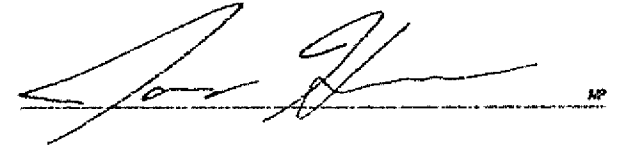
Four Hundred Forty-One and 47/100*****

DOLLARS

Citibank, N.A.
PO Box 6305
The Lakes, NV 88901

VOID IF NOT CASHED IN 90 DAYS

MEMO



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Samuel A. Schwartz, Esq.*
Frank M. Flansburg III, Esq.†
Bryan A. Lindsey, Esq.
Brian Blankenship, Esq.
Troy Domina, Esq.

*Also licensed in Arizona, Florida and Illinois.

† Also licensed in Washington.

VIA U.S. MAIL

February 9, 2016

Chase
P.O. Box 15298
Wilmington, DE 19850

**Re: In re Go Global, Inc., Bankruptcy Case No. 10-14804;
In re Carlos & Christine Huerta, Bankruptcy Case No. 10-14456;
Account Ending in 4735**

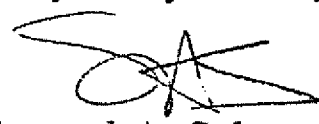
Dear Creditor:

We represent In re Go Global, Inc., and Carlos & Christine Huerta (collectively, the “Debtors”) in connection with their confirmed Chapter 11 bankruptcy cases pending before the United States Bankruptcy Court (the “Bankruptcy Court”) for the District of Nevada, Case Nos. 10-14804 and 10-14456.

Please be advised that on July 22, 2013, the Bankruptcy Court entered an order approving the Debtors’ Chapter 11 plan of reorganization (the “Plan”), which Plan became effective on October 6, 2014. Please also be advised that on April 8, 2014, the Bankruptcy Court entered an order granting the Debtors their discharge in the Chapter 11 case.

Pursuant to the terms of the Plan, enclosed please find a check in the amount of \$1,743.31, which is the full amount of your allowed claim under the Plan. Should you have any questions regarding the contents of this letter, please do feel free to contact the undersigned.

Very Truly Yours,



Samuel A. Schwartz, Esq.

Enclosure:

cc: Carlos A. Huerta (via electronic mail)

001199

SCHWARTZ FLANSBURG PLLC
IOLTA ACCOUNT
6623 Las Vegas Blvd S Unit 300
Las Vegas, NV 89119-3246

Bank of America
300 S 4th St
Las Vegas, NV 89101
94-72/1224

2/9/2016

PAY TO THE
ORDER OF

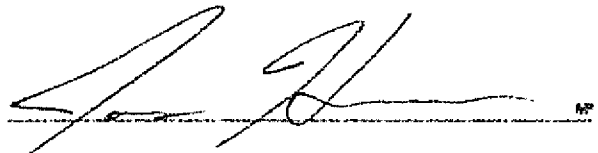
Chase

\$ **1,743.31

One Thousand Seven Hundred Forty-Three and 31/100***** DOLLARS

Chase
PO Box 15298
Wilmington, DE 19850

VOID IF NOT CASHED IN 90 DAYS



MEMO

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Samuel A. Schwartz, Esq.*
Frank M. Flansburg III, Esq.†
Bryan A. Lindsey, Esq.
Brian Blankenship, Esq.
Troy Domina, Esq.

*Also licensed in Arizona, Florida and Illinois.

† Also licensed in Washington.

VIA U.S. MAIL

February 9, 2016

Chase
P.O. Box 15298
Wilmington, DE 19850

**Re: In re Go Global, Inc., Bankruptcy Case No. 10-14804;
In re Carlos & Christine Huerta, Bankruptcy Case No. 10-14456;
Account Ending in 4253**

Dear Creditor:

We represent In re Go Global, Inc., and Carlos & Christine Huerta (collectively, the “**Debtors**”) in connection with their confirmed Chapter 11 bankruptcy cases pending before the United States Bankruptcy Court (the “**Bankruptcy Court**”) for the District of Nevada, Case Nos. 10-14804 and 10-14456.

Please be advised that on July 22, 2013, the Bankruptcy Court entered an order approving the Debtors’ Chapter 11 plan of reorganization (the “**Plan**”), which Plan became effective on October 6, 2014. Please also be advised that on April 8, 2014, the Bankruptcy Court entered an order granting the Debtors their discharge in the Chapter 11 case.

Pursuant to the terms of the Plan, enclosed please find a check in the amount of \$8,485.55, which is the full amount of your allowed claim under the Plan. Should you have any questions regarding the contents of this letter, please do feel free to contact the undersigned.

Very Truly Yours,

Samuel A. Schwartz, Esq.

Enclosure:

cc: Carlos A. Huerta (via electronic mail)

001203

SCHWARTZ FLANSBURG PLLC
IOLTA ACCOUNT
6623 Las Vegas Blvd S Unit 300
Las Vegas, NV 89119-3246

Bank of America
300 S 4th St
Las Vegas, NV 89101
94-72/1224

2/9/2016

PAY TO THE ORDER OF Chase Bank USA, N.A.

\$ **8,485.55

Eight Thousand Four Hundred Eighty-Five and 55/100***** DOLLARS

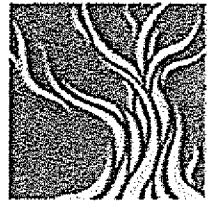
Chase Bank USA, N.A.
PO Box 15145
Wilmington, DE 19850

VOID IF NOT CASHED IN 90 DAYS

MEMO

 M^o

THIS DOCUMENT CONTAINS A COLORED BACKGROUND ON WHITE PAPER. MICROPRINT IS LOCATED BELOW THIS WARNING BAND.



SCHWARTZ
FLANSBURG

Samuel A. Schwartz, Esq.*
Frank M. Flansburg III, Esq.†
Bryan A. Lindsey, Esq.
Brian Blankenship, Esq.
Troy Domina, Esq.

*Also licensed in Arizona, Florida and Illinois.

† Also licensed in Washington.

VIA U.S. MAIL

February 9, 2016

Chase
P.O. Box 15298
Wilmington, DE 19850

**Re: In re Go Global, Inc., Bankruptcy Case No. 10-14804;
In re Carlos & Christine Huerta, Bankruptcy Case No. 10-14456;
Account Ending in 3432**

Dear Creditor:

We represent In re Go Global, Inc., and Carlos & Christine Huerta (collectively, the “**Debtors**”) in connection with their confirmed Chapter 11 bankruptcy cases pending before the United States Bankruptcy Court (the “**Bankruptcy Court**”) for the District of Nevada, Case Nos. 10-14804 and 10-14456.

Please be advised that on July 22, 2013, the Bankruptcy Court entered an order approving the Debtors’ Chapter 11 plan of reorganization (the “**Plan**”), which Plan became effective on October 6, 2014. Please also be advised that on April 8, 2014, the Bankruptcy Court entered an order granting the Debtors their discharge in the Chapter 11 case.

Pursuant to the terms of the Plan, enclosed please find a check in the amount of \$23,987.41, which is the full amount of your allowed claim under the Plan. Should you have any questions regarding the contents of this letter, please do feel free to contact the undersigned.

Very Truly Yours,

Samuel A. Schwartz, Esq.

Enclosure:

cc: Carlos A. Huerta (via electronic mail)

001202

SCHWARTZ FLANSBURG PLLC
IOLTA ACCOUNT
6623 Las Vegas Blvd S Unit 300
Las Vegas, NV 89119-3246

Bank of America
300 S 4th St
Las Vegas, NV 89101
94-72/1224

2/9/2016

PAY TO THE
ORDER OF

Chase Bank USA, N.A.

\$ **23,987.41

Twenty-Three Thousand Nine Hundred Eighty-Seven and 41/100***** DOLLARS

Chase Bank USA, N.A.
PO Box 15145
Wilmington, DE 19850

VOID IF NOT CASHED IN 90 DAYS

MEMO



THIS DOCUMENT CONTAINS A COLORED BACKGROUND ON WHITE PAPER. MICROPRINT IS LOCATED BELOW THIS WARNING BAND.



Samuel A. Schwartz, Esq.*
Frank M. Flansburg III, Esq.†
Bryan A. Lindsey, Esq.
Brian Blankenship, Esq.
Troy Domina, Esq.

*Also licensed in Arizona, Florida and Illinois.

† Also licensed in Washington.

VIA U.S. MAIL

February 9, 2016

Chase
P.O. Box 15298
Wilmington, DE 19850

**Re: In re Go Global, Inc., Bankruptcy Case No. 10-14804;
In re Carlos & Christine Huerta, Bankruptcy Case No. 10-14456;
Account Ending in 2884**

Dear Creditor:

We represent In re Go Global, Inc., and Carlos & Christine Huerta (collectively, the “Debtors”) in connection with their confirmed Chapter 11 bankruptcy cases pending before the United States Bankruptcy Court (the “Bankruptcy Court”) for the District of Nevada, Case Nos. 10-14804 and 10-14456.

Please be advised that on July 22, 2013, the Bankruptcy Court entered an order approving the Debtors’ Chapter 11 plan of reorganization (the “Plan”), which Plan became effective on October 6, 2014. Please also be advised that on April 8, 2014, the Bankruptcy Court entered an order granting the Debtors their discharge in the Chapter 11 case.

Pursuant to the terms of the Plan, enclosed please find a check in the amount of \$3,149.03, which is the full amount of your allowed claim under the Plan. Should you have any questions regarding the contents of this letter, please do feel free to contact the undersigned.

Very Truly Yours,


Samuel A. Schwartz, Esq.

Enclosure:

cc: Carlos A. Huerta (via electronic mail)

001201

SCHWARTZ FLANSBURG PLLC
IOLTA ACCOUNT
6623 Las Vegas Blvd S Unit 300
Las Vegas, NV 89119-3246

Bank of America
300 S 4th St
Las Vegas, NV 89101
94-72/1224

2/9/2016

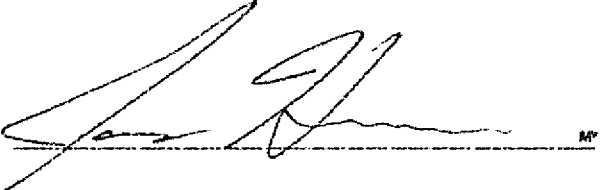
PAY TO THE ORDER OF Chase Bank USA, N.A.

\$ **3,149.03

Three Thousand One Hundred Forty-Nine and 03/100***** DOLLARS

Chase Bank USA, N.A.
PO Box 15145
Wilmington, DE 19850

VOID IF NOT CASHED IN 90 DAYS



MEMO

THIS DOCUMENT CONTAINS A COLORED BACKGROUND ON WHITE PAPER. MICROPRINT IS LOCATED BELOW THIS WARNING BAND.



Samuel A. Schwartz, Esq.*
Frank M. Flansburg III, Esq.†
Bryan A. Lindsey, Esq.
Brian Blankenship, Esq.
Troy Domina, Esq.

*Also licensed in Arizona, Florida and Illinois.

† Also licensed in Washington.

VIA U.S. MAIL

February 9, 2016

Chase
P.O. Box 15298
Wilmington, DE 19850

**Re: In re Go Global, Inc., Bankruptcy Case No. 10-14804;
In re Carlos & Christine Huerta, Bankruptcy Case No. 10-14456;
Account Ending in 0898**

Dear Creditor:

We represent In re Go Global, Inc., and Carlos & Christine Huerta (collectively, the “**Debtors**”) in connection with their confirmed Chapter 11 bankruptcy cases pending before the United States Bankruptcy Court (the “**Bankruptcy Court**”) for the District of Nevada, Case Nos. 10-14804 and 10-14456.

Please be advised that on July 22, 2013, the Bankruptcy Court entered an order approving the Debtors’ Chapter 11 plan of reorganization (the “**Plan**”), which Plan became effective on October 6, 2014. Please also be advised that on April 8, 2014, the Bankruptcy Court entered an order granting the Debtors their discharge in the Chapter 11 case.

Pursuant to the terms of the Plan, enclosed please find a check in the amount of \$398.45, which is the full amount of your allowed claim under the Plan. Should you have any questions regarding the contents of this letter, please do feel free to contact the undersigned.

Very Truly Yours,

Samuel A. Schwartz, Esq.

Enclosure:

cc: Carlos A. Huerta (via electronic mail)

001200

SCHWARTZ FLANSBURG PLLC
IOLTA ACCOUNT
6623 Las Vegas Blvd S Unit 300
Las Vegas, NV 89119-3246

Bank of America
300 S 4th St
Las Vegas, NV 89101
94-72/1224

2/9/2016

PAY TO THE
ORDER OF

Chase Bank USA, N.A.

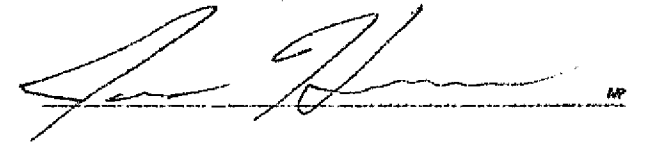
\$ **398.45

Three Hundred Ninety-Eight and 45/100***** DOLLARS

Chase Bank USA, N.A.
PO Box 15145
Wilmington, DE 19850

VOID IF NOT CASHED IN 90 DAYS

MEMO

 MP

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Samuel A. Schwartz, Esq.*
Frank M. Flansburg III, Esq.†
Bryan A. Lindsey, Esq.
Brian Blankenship, Esq.
Troy Domina, Esq.

*Also licensed in Arizona, Florida and Illinois.

† Also licensed in Washington.

VIA U.S. MAIL

February 9, 2016

Bank of America
P.O. Box 26012 NC4-105-02-77
Greensboro, NC 27410

**Re: In re Go Global, Inc., Bankruptcy Case No. 10-14804;
In re Carlos & Christine Huerta, Bankruptcy Case No. 10-14456;
Account Ending in 5099**

Dear Creditor:

We represent In re Go Global, Inc., and Carlos & Christine Huerta (collectively, the **"Debtors"**) in connection with their confirmed Chapter 11 bankruptcy cases pending before the United States Bankruptcy Court (the **"Bankruptcy Court"**) for the District of Nevada, Case Nos. 10-14804 and 10-14456.

Please be advised that on July 22, 2013, the Bankruptcy Court entered an order approving the Debtors' Chapter 11 plan of reorganization (the **"Plan"**), which Plan became effective on October 6, 2014. Please also be advised that on April 8, 2014, the Bankruptcy Court entered an order granting the Debtors their discharge in the Chapter 11 case.

Pursuant to the terms of the Plan, enclosed please find a check in the amount of \$46,946.67, which is the full amount of your allowed claim under the Plan. Should you have any questions regarding the contents of this letter, please do feel free to contact the undersigned.

Very Truly Yours,

Samuel A. Schwartz, Esq.

Enclosure:

cc: Carlos A. Huerta (via electronic mail)

001195

SCHWARTZ FLANSBURG PLLC
IOLTA ACCOUNT
6623 Las Vegas Blvd S Unit 300
Las Vegas, NV 89119-3246

Bank of America
300 S 4th St
Las Vegas, NV 89101
94-72/1224

2/9/2016

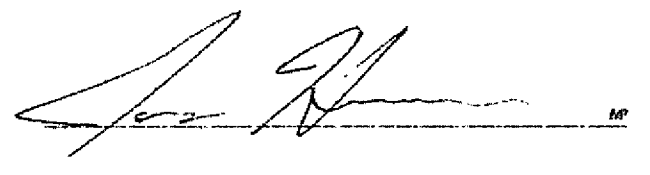
PAY TO THE ORDER OF Bank of America

\$ **46,946.67

Forty-Six Thousand Nine Hundred Forty-Six and 67/100 ***** DOLLARS

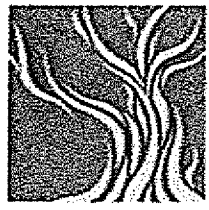
Bank of America
PO Box 26012
NC4-105-02-77
Greenboro, NC 27410

VOID IF NOT CASHED IN 90 DAYS



MEMO

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SCHWARTZ
FLANSBURG

Samuel A. Schwartz, Esq.*
Frank M. Flansburg III, Esq.†
Bryan A. Lindsey, Esq.
Brian Blankenship, Esq.
Troy Domina, Esq.

*Also licensed in Arizona, Florida and Illinois.

† Also licensed in Washington.

VIA U.S. MAIL

February 9, 2016

Bank of America
P.O. Box 37279
Baltimore, MD 21297

**Re: In re Go Global, Inc., Bankruptcy Case No. 10-14804;
In re Carlos & Christine Huerta, Bankruptcy Case No. 10-14456;
Account Ending in 2390**

Dear Creditor:

We represent In re Go Global, Inc., and Carlos & Christine Huerta (collectively, the “**Debtors**”) in connection with their confirmed Chapter 11 bankruptcy cases pending before the United States Bankruptcy Court (the “**Bankruptcy Court**”) for the District of Nevada, Case Nos. 10-14804 and 10-14456.

Please be advised that on July 22, 2013, the Bankruptcy Court entered an order approving the Debtors’ Chapter 11 plan of reorganization (the “**Plan**”), which Plan became effective on October 6, 2014. Please also be advised that on April 8, 2014, the Bankruptcy Court entered an order granting the Debtors their discharge in the Chapter 11 case.

Pursuant to the terms of the Plan, enclosed please find a check in the amount of \$260.00, which is the full amount of your allowed claim under the Plan. Should you have any questions regarding the contents of this letter, please do feel free to contact the undersigned.

Very Truly Yours,

Samuel A. Schwartz, Esq.

Enclosure:

cc: Carlos A. Huerta (via electronic mail)

001198

SCHWARTZ FLANSBURG PLLC
IOLTA ACCOUNT
6623 Las Vegas Blvd S Unit 300
Las Vegas, NV 89119-3246

Bank of America
300 S 4th St
Las Vegas, NV 89101
94-72/1224

2/9/2016

PAY TO THE
ORDER OF Bank of America

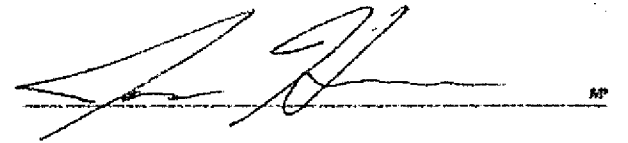
\$ **260.00

Two Hundred Sixty and 00/100***** DOLLARS

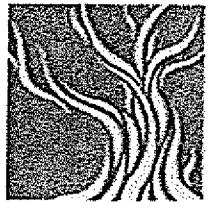
Bank of America
PO Box 37279
Baltimore, MD 21297

VOID IF NOT CASHED IN 90 DAYS

MEMO



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SCHWARTZ
FLANSBURG

Samuel A. Schwartz, Esq.*
Frank M. Flansburg III, Esq.†
Bryan A. Lindsey, Esq.
Brian Blankenship, Esq.
Troy Domina, Esq.

*Also licensed in Arizona, Florida and Illinois.

† Also licensed in Washington.

VIA U.S. MAIL

February 9, 2016

ACS /Nelnet (Education)
501 Bleecker Street
Utica, NY 13501

**Re: In re Go Global, Inc., Bankruptcy Case No. 10-14804;
In re Carlos & Christine Huerta, Bankruptcy Case No. 10-14456;
Account Ending in 3881**

Dear Creditor:

We represent In re Go Global, Inc., and Carlos & Christine Huerta (collectively, the “Debtors”) in connection with their confirmed Chapter 11 bankruptcy cases pending before the United States Bankruptcy Court (the “Bankruptcy Court”) for the District of Nevada, Case Nos. 10-14804 and 10-14456.

Please be advised that on July 22, 2013, the Bankruptcy Court entered an order approving the Debtors’ Chapter 11 plan of reorganization (the “Plan”), which Plan became effective on October 6, 2014. Please also be advised that on April 8, 2014, the Bankruptcy Court entered an order granting the Debtors their discharge in the Chapter 11 case.

Pursuant to the terms of the Plan, enclosed please find a check in the amount of \$17,033.00, which is the full amount of your allowed claim under the Plan. Should you have any questions regarding the contents of this letter, please do feel free to contact the undersigned.

Very Truly Yours,

Samuel A. Schwartz, Esq.

Enclosure:

cc: Carlos A. Huerta (via electronic mail)

001197

SCHWARTZ FLANSBURG PLLC
IOLTA ACCOUNT
6623 Las Vegas Blvd S Unit 300
Las Vegas, NV 89119-3246

Bank of America
300 S 4th St
Las Vegas, NV 89101
94-72/1224

2/9/2016

PAY TO THE
ORDER OF

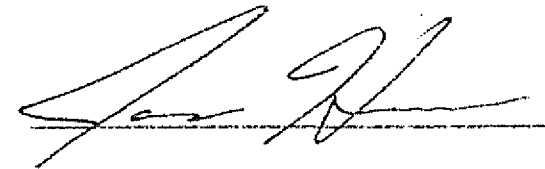
ACS/Nelnet

\$ **17,033.00

Seventeen Thousand Thirty-Three and 00/100 ***** DOLLARS

ACS/Nelnet
501 Bleecker Street
Utica, NY 13501

VOID IF NOT CASHED IN 90 DAYS



MEMO

THIS DOCUMENT CONTAINS A COLORFUL BACKGROUND

CROP PRINT IS LOCATED BELOW THIS LINE AND

Exhibit D

Samuel A. Schwartz, Esq.
Nevada Bar No. 10985
Bryan A. Lindsey
Nevada Bar No. 10662
The Schwartz Law Firm, Inc.
6623 Las Vegas Blvd. South, Suite 300
Las Vegas, Nevada 89119
Telephone: (702) 385-5544
Facsimile: (702) 385-2741
Attorneys for the Debtors

UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF NEVADA

In re:	)	Joint Administration Under
Go Global, Inc.,	)	CASE NO.: 10-14804-BAM
Debtor,)	
In re:	)	CASE NO.: 10-14804-BAM
Carlos A. Huerta, and	)	CASE NO.: 10-14456-BAM
Christine H. Huerta,	)	CASE NO.: 11-27226-BAM
Debtors.	)	CASE NO.: 11-28681-BAM
In re:)	
Charleston Falls, LLC,)	
Debtor.	)	Chapter 11
In re:)	
HPCH, LLC,	)	Confirmation Hearing Dates and Times:
Debtor.	)	June 19, 2013, at 9:00 a.m.
	)	June 20, 2013, at 9:30 a.m.

**SUPPLEMENTAL DECLARATION OF SAMUEL A. SCHWARTZ
CERTIFYING VOTING ON AND TABULATION OF BALLOTS ACCEPTING
AND REJECTING THE DEBTORS' JOINT PLAN OF REORGANIZATION**

SAMUEL A. SCHWARTZ, ESQ., being duly sworn, deposes and says:

1. I am the principal of The Schwartz Law Firm, Inc. ("SLF" or the "Firm"), 6623 Las Vegas Blvd. South, Suite 300, Las Vegas, Nevada 89119. I am authorized to make this declaration on SLF's behalf and unless otherwise indicated, I have personal knowledge of the facts set forth herein.

2. On June 11, 2013, I filed that certain declaration certifying voting on and tabulation of ballots accepting and rejecting the Debtors' plan of reorganization (Docket No.

1 499). I now file this supplemental declaration to inform this Court that in Class 2(d), The Lionel
2 Foundation accepted the Debtors' Plan, and in Class 4, Hugo R. Paulson and the Paulson Entities
3 accepted the Debtors' Plan. Accordingly, as of the date and time of this Declaration, SLF
4 received 7 acceptances of the Plan and no rejections of the Plan.
5

6 3. In Class 2(a), Nevada State Bank **ACCEPTED** the Plan.
7

8 4. In Class 2(c), Wells Fargo Bank, N.A. **ACCEPTED** the Plan.
9

10 5. In Class 2(d), The Lionel Foundation **ACCEPTED** the Plan.
11

12 6. In Class 2(e), Aurora Loan Servicing, LLC **ACCEPTED** the Plan.
13

14 7. In Class 4, Hugo R. Paulson and the Paulson Entities **ACCEPTED** the Plan.
15

16 8. In Class 5, Nevada State Bank **ACCEPTED** the Plan.
17

18 9. In Class 6, Discover Bank and Ray Koroghli **ACCEPTED** the Plan.
19

20 10. No other votes were received.
21

22 Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true
23 and correct.
24

25 Dated this 18th day of June, 2013.
26

27 /s/ Samuel A. Schwartz
28 SAMUEL A. SCHWARTZ, ESQ.
29 Nevada Bar No. 10985
30 The Schwartz Law Firm, Inc.
31 6623 Las Vegas Blvd. South, Suite 300
32 Las Vegas, Nevada 89119
33 Telephone: (702) 385-5544
34 Facsimile: (702) 385-2741
Attorneys for the Debtors

Exhibit E

Bruce A. Markell

Honorable Bruce A. Markell
United States Bankruptcy Judge



Entered on Docket
April 08, 2013

Samuel A. Schwartz, Esq.
Nevada Bar No. 10985
Bryan A. Lindsey, Esq.
Nevada Bar No. 10662
The Schwartz Law Firm, Inc.
6623 Las Vegas Blvd. South, Suite 300
Las Vegas, Nevada 89119
Telephone: (702) 385-5544
Facsimile: (702) 385-2741
Attorneys for the Debtor

UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF NEVADA

In re:	)	Joint Administration Under
Go Global, Inc.,	)	CASE NO.: 10-14804-BAM
)	
Debtor.	)	CASE NO.: 10-14804-BAM
In re:	)	CASE NO.: 10-14456-BAM
Carlos A. Huerta, and	)	CASE NO.: 11-27226-BAM
Christine H. Huerta,	)	CASE NO.: 11-28681-BAM
)	
Debtors.)	
In re:	)	Chapter 11
Charleston Falls, LLC,)	
)	
Debtor.)	
In re:)	
HPCH, LLC,	)	Date of Hearing: March 26, 2013
Debtor.	)	Time of Hearing: 10:00 a.m.
)	

ORDER (i) APPROVING THE DISCLOSURE STATEMENT; (ii) APPROVING THE FORM OF BALLOTS AND PROPOSED SOLICITATION AND TABULATION PROCEDURES; (iii) FIXING THE VOTING DEADLINE WITH RESPECT TO THE DEBTORS' CHAPTER 11 PLAN; (iv) PRESCRIBING THE FORM AND MANNER OF NOTICE THEREOF; (v) FIXING THE LAST DATE FOR FILING OBJECTIONS TO CHAPTER 11 PLAN; (vi) SCHEDULING A HEARING TO CONSIDER CONFIRMATION OF THE CHAPTER 11 PLAN; AND (vii) APPOINTING THE SCHWARTZ LAW FIRM AS SOLICITATION AND TABULATION AGENT

1 Upon the application dated January 22, 2013 (the “**Scheduling Motion**”),¹ with the
2
3 First Amended Disclosure Statement dated January 17, 2013, and the First Amended Plan of
4 Reorganization dated January 17, 2013, of the above-captioned debtors and debtors-in-
5 possession (the “**Debtors**”), for an order, (i) approving the disclosure statement; (ii) approving
6 the form of ballots and proposed solicitation and tabulation procedures for the Plan; (iii) fixing
7 the voting deadline with respect to the Plan, (iv) prescribing the form and manner of notice
8 thereof; (v) fixing the last day for filing objections to the Plan; (vi) scheduling a hearing to
9 consider the confirmation of the Plan, and (vii) approving The Schwartz Law Firm, Inc. as the
10 Debtors’ solicitation and tabulation agent (the “**Solicitation and Tabulation Agent**”); and it
11 appearing that the Court has jurisdiction over this matter; and Hugo Paulson, individually and
12 as Trustee of the Hugo Paulson SEP-IRA (“**Paulson**”) having filed an objection to the
13 Disclosure Statement; and the Debtors having filed their Second Amended Disclosure
14 Statement and Second Amended Plan of Reorganization on March 8, 2013 to address the issues
15 raised by Paulson; and the Debtors having filing their Third Amended Disclosure Statement
16 (the “**Disclosure Statement**”) and Third Amended Plan of Reorganization (the “**Plan**”) on
17 March 28, 2013 to accommodate additional requests by Paulson; and it further appearing that
18 the relief requested in the Scheduling Motion is in the best interests of the Debtors, their
19 bankruptcy estates and their creditors; and upon all of the proceedings had before the Court;
20 and after due deliberation and sufficient cause appearing therefore, it is hereby:
21
22
23
24
25
26
27

28 **ORDERED** that the Pursuant to section 1125 of the Bankruptcy Code and Rule
29 3017(b) of the Federal Rules of Bankruptcy Procedure, the Disclosure Statement, as amended,
30 is hereby approved, and it is further
31

32 ¹ All capitalized terms not otherwise defined herein have the meaning ascribed to such terms in the Scheduling Motion.

1 **ORDERED** that the Debtors shall commence solicitation of their Plan by April 8,
2 2013; and it is further

3 **ORDERED** that pursuant to Bankruptcy Rule 3017(c), May 13, 2013, shall be the last
4 date to vote to accept or reject the Plan (the “**Voting Deadline**”); and it is further

5 **ORDERED** that any replies to objections to the Plan, ballot voting summaries and any
6 confirmation hearing briefs shall be due on May 31, 2013; and it is further

7 **ORDERED** that lists of witnesses and exhibits to be used at the Confirmation Hearing
8 shall be filed by June 7, 2013; and it is further

9 **ORDERED** that a pre-trial conference shall be held on June 11, 2013 at 11:00 a.m.;
10 and it is further

11 **ORDERED** that pursuant to section 1128(a) of the Bankruptcy Code and Bankruptcy
12 Rule 3017(c), the Confirmation Hearing in these Chapter 11 cases shall be held on June 19,
13 2013, at 9:30 a.m. and June 20, 2013 at 9:30 a.m.; and it is further

14 **ORDERED** that pursuant to Bankruptcy Rules 3020(b) and 9006(c)(1), objections, if
15 any, to confirmation of the Plan shall be in writing and shall (a) state the name and address of
16 the objecting party and the nature and amount of the claim or interest of such party, (b) state
17 with particularity the basis and nature of each objection or proposed modification to the Plan
18 and (c) be filed, together with proofs of service, with the Court (with a copy delivered to
19 chambers) and served so that such objections are actually received by the parties listed below,
20 no later than May 13, 2013 (the “**Confirmation Objection Deadline**”):

21 Samuel A. Schwartz, Esq.
22 The Schwartz Law Firm
23 6623 Las Vegas Blvd. South, Suite 300
24 Las Vegas, Nevada 89119
25 Facsimile: (702) 385-2741
26
27
28
29
30
31
32

1 and it is further

2 **ORDERED** that that any party failing to file and serve an objection to the Plan in
3 compliance with this Order shall be barred from raising any objections at the Confirmation
4 Hearing; and it is further

5
6 **ORDERED** that the Confirmation Hearing may be adjourned from time to time
7 without prior notice to holders of claims, holders of equity interests, or other parties in interest
8 other than the announcement of the adjourned hearing date at the Confirmation Hearing; and it
9 is further
10

11
12 **ORDERED** that pursuant to Bankruptcy Rules 3018(c) and 3017(a), the form of
13 ballots, attached to the Scheduling Motion as Exhibit B are approved; and it is further

14
15 **ORDERED** that pursuant to Bankruptcy Rules 3017(c) and 3018(a), the holders of
16 claims in Classes 1, 2, 3, 4, 5, 6 and 7 of the Plan as of the Record Date (as defined in the Plan)
17 may vote to accept or reject the Plan by indicating their acceptance or rejection of the Plan on
18 the ballots provided therefore; and it is further
19

20 **ORDERED** that the provision of notice in accordance with the procedures set forth in
21 this Order and the Voting Procedures shall be deemed good and sufficient notice of the
22 Confirmation Hearing, the Voting Deadline and the Confirmation Objection Deadline; and it is
23 further
24

25 **ORDERED** that, pursuant to Bankruptcy Rule 3017(c), but except as otherwise
26 expressly provided in the Voting Procedures, in order to be considered as acceptances or
27 rejections of the Plan, all ballots must be properly completed, executed, marked and actually
28 received by the Solicitation and Tabulation Agent on or before the Voting Deadline; and it is
29 further
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1 **ORDERED** that the Solicitation and Tabulation Agent is authorized and directed to
2 effect any action reasonably necessary to accomplish the solicitation and tabulation services
3 contemplated by the Disclosure Statement and the Voting Procedures; and it is further
4

5 **ORDERED** that the Debtors are not required to mail a Solicitation Package, an
6 Unimpaired Class Notice or a Shareholder Notice (as the case may be) to any individual or
7 entity at an address from which notice of the Disclosure Statement Hearing was returned by the
8 United States Postal Office as undeliverable, unless the Debtors or the Solicitation and
9 Tabulation Agent are provided with a more accurate address prior to the Record Date. The
10 Solicitation and Tabulation Agent shall report any undeliverable solicitation packages in its
11 ballot declaration; and it is further
12
13

14 **ORDERED** that any entity entitled to vote to accept or reject the Plan may change its
15 vote before the Voting Deadline by casting a superseding ballot so that such superseding ballot
16 is actually received by the Solicitation and Tabulation Agent on or before the Voting Deadline;
17 and it is further
18
19

20 **ORDERED** that creditors who timely file an objection prior to the Confirmation
21 Objection Deadline, but fail to cast a ballot prior to the Voting Deadline, may cast a ballot
22 through the time of the Confirmation Hearing in connection with the resolution of their
23 objection; and it is further
24
25

26 **ORDERED** that the Debtors are authorized and empowered to take such other actions
27 and execute such other documents as may be necessary or appropriate to implement the terms
28 of this Order; and it is further
29

30 ///

31 ///

1 **ORDERED** that this Court shall, and hereby does, retain jurisdiction with respect to all
2 matters arising from or in relation to the implementation of this Order.
3
4

5 SUBMITTED BY:

6 THE SCHWARTZ LAW FIRM, INC.
7

8 By: /s/ Samuel A. Schwartz
9 Samuel A. Schwartz, Esq., NBN 10985
10 6623 Las Vegas Blvd. South, Suite 300
11 Las Vegas, Nevada 89119
12 Attorneys for Debtors
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SUBMISSION TO COUNSEL FOR APPROVAL PURSUANT TO LR 9021

In accordance with LR 9021, counsel submitting this document certifies that the order accurately reflects the court's ruling and that (check one):

_____ The court has waived the requirement set forth in LR 9021(b)(1).

_____ No party appeared at the hearing or filed an objection to the motion.

 X I have delivered a copy of this proposed order to all counsel who appeared at the hearing, and any unrepresented parties who appeared at the hearing, and each has approved or disapproved the order, or failed to respond, as indicated below [list each party and whether the party has approved, disapproved, or failed to respond to the document]:

_____ I certify that this is a case under Chapter 7 or 13, that I have served a copy of this order with the motion pursuant to LR 9014(g), and that no party has objected to the form or content of this order.

APPROVED: Bradley J. Stevens, Esq.

DISAPPROVED:

FAILED TO RESPOND:

Submitted by:

THE SCHWARTZ LAW FIRM, INC.

By: /s/ Samuel A. Schwartz
Samuel A. Schwartz, Esq., NBN 10985
6623 Las Vegas Blvd. South, Suite 300
Las Vegas, Nevada 89119
Attorneys for Debtors

###

Exhibit F

Samuel A. Schwartz, Esq.
Nevada Bar No. 10985
Bryan A. Lindsey, Esq.
Nevada Bar No. 10662
The Schwartz Law Firm, Inc.
6623 Las Vegas Blvd. South, Suite 300
Las Vegas, Nevada 89119
Telephone: (702) 385-5544
Facsimile: (702) 385-2741
Attorneys for the Debtors

E-Filed: January 22, 2013

THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF NEVADA

In re:	)	CASE NO.: 10-14804-BAM
)	
Go Global, Inc.,	)	Chapter 11
)	
Carlos A. Huerta and Christine H. Huerta,	)	Joint Administration With:
	)	10-14456-BAM
Charleston Falls, LLC,	)	11-27226-BAM
	)	11-28681-BAM
HPCH, LLC,)	
	)	Hearing date: March 5, 2013
Debtors.	)	Hearing time: 10:00 a.m.
)	
)	

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that true and correct copies of the following:

1. Disclosure Statement with all exhibits attached, including the Debtor's Plan of Reorganization; and
2. Notice of Hearing for Approval of the Disclosure Statement

were sent via Electronic Mail on January 17, 2013, to the following:

MICHAEL W. CHEN on behalf of Creditor CHASE HOME FINANCE, LLC F/K/A CHASE MANHATTAN MORTGAGE CORPORATION F/K/A CHASE MORTGAGE COMPANY
yvette@ccfirm.com;mrosales@ccfirm.com;rdesimone@ccfirm.com;jcraig@ccfirm.com;jessica@ccfirm.com

RANDOLPH L. HOWARD on behalf of Special Counsel KOLESAR & LEATHAM, CHTD.
rhoward@klnevada.com, ckishi@klnevada.com;bankruptcy@klnevada.com

1 CHRISTOPHER M. HUNTER on behalf of Creditor AURORA BANK, FSB, ITS
2 ASSIGNEES AND/OR SUCCESSORS

3 bknotice@mccarthyholthus.com,
4 chunter@mccarthyholthus.com;nvbkcourt@mccarthyholthus.com

5 P STERLING KERR on behalf of Debtor HPCH, LLC

6 psklaw@aol.com, ecfnocesbk@gmail.com

7 JAMES A KOHL on behalf of Interested Party CANTANGO CAPITAL ADVISORS

8 jak@h2law.com, sgeorge@howardandhoward.com

9 BRANDON B. MCDONALD on behalf of Debtor HPCH, LLC

10 brandon@mlglawyer.com, veronica@mlglawyer.com

11 SHAWN W MILLER on behalf of Creditor WELLS FARGO BANK, N.A.

12 smiller@millerwrightlaw.com,
13 cmiller@millerwrightlaw.com,randerson@millerwrightlaw.com,efile@millerwrightlaw.com

14 SUSAN L. MYERS on behalf of Creditor HUGO PAULSON

15 smyers@lacs.org, emontes@lacs.org;bklsclv@lionelsawyer.com

16 AMBRISH S. SIDHU on behalf of Counter-Claimant DANIEL DEARMAS

17 ecfnoces@sidhulawfirm.com

18 MARK G SIMONS on behalf of Counter-Defendant GO GLOBAL, INC.

19 msimons@rbslatts.com, jalhasan@rbslatts.com

20 JENNIFER A. SMITH on behalf of Counter-Claimant AZURE SEAS HOLDINGS, LLC

21 cobrien@lionelsawyer.com, bklsr@lionelsawyer.com

22 NATHAN F. SMITH on behalf of Creditor Nationstar Mortgage LLC.

23 nathan@mclaw.org, amy@mclaw.org

24 JEFFREY R. SYLVESTER on behalf of Creditor NEVADA STATE BANK

25 jeff@sylvesterpolednak.com, tina@sylvesterpolednak.com;bridget@sylvesterpolednak.com

26 U.S. TRUSTEE - LV - 11

27 USTPRegion17.lv.ecf@usdoj.gov

28 UNITED ONE EQUITIES, LLC (all)

Loanresolutions@aol.com

GREGORY L. WILDE on behalf of Creditor WELLS FARGO BANK, N.A.

nvbk@tblaw.com,
jrgiordano@tblaw.com;mlbenson@tblaw.com;jlferran@tblaw.com;grgarrett@tblaw.com;pjkut
neski@tblaw.com;maerwin@tblaw.com;tmrovere@tblaw.com

I HEREBY CERTIFY that true and correct copies of the following:

1. Motion of the Debtor for the Entry of an Order: (i) Approving the Disclosure Statement; (ii) Approving the Form of Ballots and Proposed Solicitation and Tabulation Procedures; (iii) Fixing the Voting Deadline with Respect to the Debtor's Chapter 11 Plan; (iv) Prescribing the Form and Manner of Notice Thereof; (v) Fixing the Last Date for Filing Objections to the Chapter 11 Plan; (vi) Scheduling a Hearing to Consider Confirmation of the Chapter 11 Plan; and (vii) Appointing the Schwartz Law Firm, Inc. as Solicitation and Tabulation Agent; and
2. Notice of Hearing for Motion of the Debtor for the Entry of an Order: (i) Approving the Disclosure Statement; (ii) Approving the Form of Ballots and Proposed Solicitation and Tabulation Procedures; (iii) Fixing the Voting Deadline with Respect to the Debtor's Chapter 11 Plan; (iv) Prescribing the Form and Manner of Notice Thereof; (v) Fixing the Last Date for Filing Objections to the Chapter 11 Plan; (vi) Scheduling a Hearing to Consider Confirmation of the Chapter 11 Plan; and (vii) Appointing the Schwartz Law Firm, Inc. as Solicitation and Tabulation Agent

were sent via Electronic Mail on January 22, 2013, to the following:

MICHAEL W. CHEN on behalf of Creditor CHASE HOME FINANCE, LLC F/K/A CHASE MANHATTAN MORTGAGE CORPORATION F/K/A CHASE MORTGAGE COMPANY
yvette@ccfirm.com;mrosales@ccfirm.com;rdesimone@ccfirm.com;jcraig@ccfirm.com;jessica@ccfirm.com

RANDOLPH L. HOWARD on behalf of Special Counsel KOLESAR & LEATHAM, CHTD.
rhoward@klnevada.com, ckishi@klnevada.com;bankruptcy@klnevada.com

CHRISTOPHER M. HUNTER on behalf of Creditor AURORA BANK, FSB, ITS ASSIGNEES AND/OR SUCCESSORS
bknotice@mccarthyholthus.com,
chunter@mccarthyholthus.com;nvbkcourt@mccarthyholthus.com

P STERLING KERR on behalf of Debtor HPCH, LLC
psklaw@aol.com, ecfnocesbk@gmail.com

JAMES A KOHL on behalf of Interested Party CANTANGO CAPITAL ADVISORS
jak@h2law.com, sgeorge@howardandhoward.com

BRANDON B. MCDONALD on behalf of Debtor HPCH, LLC
brandon@mlglawyer.com, veronica@mlglawyer.com

SHAWN W MILLER on behalf of Creditor WELLS FARGO BANK, N.A.
smiller@millerwrightlaw.com,
cmiller@millerwrightlaw.com,randerson@millerwrightlaw.com,efile@millerwrightlaw.com

SUSAN L. MYERS on behalf of Creditor HUGO PAULSON
smyers@lacs.org, emontes@lacs.org;bklsclv@lionelsawyer.com

AMBRISH S. SIDHU on behalf of Counter-Claimant DANIEL DEARMAS
ecfnotices@sidhulawfirm.com

MARK G SIMONS on behalf of Counter-Defendant GO GLOBAL, INC.
msimons@rbslattys.com, jalhasan@rbslattys.com

JENNIFER A. SMITH on behalf of Counter-Claimant AZURE SEAS HOLDINGS, LLC
cobrien@lionelsawyer.com, bklsclv@lionelsawyer.com

NATHAN F. SMITH on behalf of Creditor Nationstar Mortgage LLC.
nathan@mclaw.org, amy@mclaw.org

JEFFREY R. SYLVESTER on behalf of Creditor NEVADA STATE BANK
jeff@sylvesterpolednak.com, tina@sylvesterpolednak.com;bridget@sylvesterpolednak.com

U.S. TRUSTEE - LV - 11
USTPRegion17.lv.ecf@usdoj.gov

UNITED ONE EQUITIES, LLC (all)
Loanresolutions@aol.com

GREGORY L. WILDE on behalf of Creditor WELLS FARGO BANK, N.A.
nvbk@tblaw.com,
jrgiordano@tblaw.com;mlbenson@tblaw.com;jlferran@tblaw.com;grgarrett@tblaw.com;pjkut
neski@tblaw.com;maerwin@tblaw.com;tmrovere@tblaw.com

I HEREBY CERTIFY that true and correct copies of the following:

1. Disclosure Statement with all exhibits attached, including the Debtor's Plan of Reorganization; and
2. Notice of Hearing for Approval of the Disclosure Statement

were sent via Regular US Postal Mail on January 22, 2013, to the following:

Securities and Exchange Commission
Los Angeles Regional Office
Rosalind Tyson, Regional Director
5670 Wilshire Boulevard, 11th Floor
Los Angeles, CA 90036-3648

Internal Revenue Service
P.O. Box 7346
Philadelphia, PA 19101-7346

United States Trustee
300 Las Vegas Blvd. South #4300
Las Vegas, NV 89101

Clark County Treasurer
Reference #138-19-818-006
500 S. Grand Central Pkwy
P.O. Box 551220
Las Vegas, NV 89155-1220

Nevada Department of Taxation
Bankruptcy Section
555 E. Washington Avenue, #1300
Las Vegas, NV 89101-1046

Antonio Nevada, LLC
8880 W. Sunset Road
3rd Floor
Las Vegas, NV 89148

Dept. of Employment, Training & Rehab
Employment Security Division
500 East Third Street
Carson City, NV 89713-0002

Arie Fisher
16 Rashi Street
Ra'anana, Israel 43214

State of Nevada Dept. of Motor Vehicles
Attn: Legal Division
555 Wright Way
Carson City, NV 89711-0001

Aurora Loan Services
Attn: Bankruptcy Dept.
Po Box 1706
Scottsbluff, NE 69363

Clark County Assessor
c/o Bankruptcy Clerk
500 S Grand Central Pkwy
Box 551401
Las Vegas, NV 89155-1401

Aurora Loan Services, LLC
c/o McCarthy & Holthus, LLP
9510 West Sahara Ave. Ste. 110
Las Vegas, NV 89117

ACND 1431, LLC
3060 E. Post Road, Ste. 110
Las Vegas, NV 89120

Azure Seas, LLC
5024 E. Lafayette Blvd
Phoenix, AZ 85018

Acs/nelnet Education
501 Bleecker St
Utica, NY 13501

Bac Home Loans Servicing
450 American St
Simi Valley, CA 93065

Aes/chase Elt Wac Llc
Pob 2461
Harrisburg, PA 17101

Bailus Cook & Kelesis
400 S. Fourth Street, Suite 300
Las Vegas, NV 89101

American Express
PO Box 0001
Los Angeles, CA 90096-0001

Bank Of America
Po Box 26078
Greensboro, NC 27420

American Express
c/o Becket and Lee LLP
Po Box 3001
Malvern, PA 19355

Bank Of America
Attention: Bankruptcy SV-314B
Po Box 5170
Simi Valley, CA 93062

Amex
c/o Beckett & Lee
Po Box 3001
Malvern, PA 19355

Bank of America
P.O. Box 37279
Baltimore, MD 21297

1 Bank Of America
2 4161 Piedmont Pkwy
3 Greensboro, NC 27410

3 Bank Of America
4 Po Box 15026
5 Wilmington, DE 19850

5 Biltmore Village HOA
6 c/o Cadicorp Management Group
7 7700 N. Kendall Drive
8 PH II
9 Miami, FL 33156

9 Bmw Financial Services
10 5550 Britton Parkway
11 Hilliard, OH 43026

11 Bsi Financial Services
12 314 S Franklin Street
13 Titusville, PA 16354
14 Cap One Na
15 Po Box 85520
16 Richmond, VA 23285

16 Capital One, N.a.
17 C/O American Infosource
18 Po Box 54529
19 Oklahoma City, OK 73154

19 Chase
20 Po Box 15298
21 Wilmington, DE 19850

21 Chase
22 N54 W 13600 Woodale Dr
23 Menomonee, WI 53051

24 Chase Bank USA, N.A.
25 Po Box 15145
26 Wilmington, DE 19850-5145

26 Chase Bank Usa, Na
27 Po Box 9007
28 Pleasanton, CA 94566

Chase Home Finance, LLC
PP-G7 Bankruptcy Payment Processing
Attn: Officer or Director
3415 Vision Drive
Columbus, OH 43218-2106

Chase Mht Bk
Attn: Bankruptcy
Po Box 15145
Wilmington, DE 19850

Chrysler Financial
11811 N Tatum Blvd Ste 4
Phoenix, AZ 85028

Citi
Po Box 6241
Sioux Falls, SD 57117

Citibank Usa
Attn.: Centralized Bankruptcy
Po Box 20363
Kansas City, MO 64195

Citifinancial Retail Services
Citifinancial/Attn: Bankruptcy Dept
1111 Northpoint Dr
Coppell, TX 75019

Citimortgage Inc
Po Box 9438
Gaithersburg, MD 20898

City National Bank
P.O. Box 60938
Los Angeles, CA 90060-0938

City of Cedar Park
600 N. Bell Blvd.
Cedar Park, TX 78613

Crovetti Bone and Joint Institute of SN
2779 W. Horizon Ridge Pkwy Suite 200
Henderson, NV 89052-4380

Discover Financial
Attention: Bankruptcy Department
Po Box 3025
New Albany, OH 43054

GEMB / HH Gregg
Attention: Bankruptcy
Po Box 103106
Roswell, GA 30076

Dsnb Bloom
Bloomington's Bankruptcy
Po Box 8053
Mason, OH 45040

GEMB / Mervyns
Attention: Bankruptcy
Po Box 103104
Roswell, GA 30076

Extra Space Storage
3008 E. Sunset Road
Las Vegas, NV 89120

GEMB / Old Navy
Attention: Bankruptcy
Po Box 103104
Roswell, GA 30076

Fairway Pines HOA
848 Tanager Street
Ste M
Incline Village, NV 89451

Gemb/banana Rep
Attn: Bankruptcy
Po Box 103104
Roswell, GA 30076

FIA Card Services aka Bank of America
c/o Becket and Lee, LLP
Attorneys/Agent for Creditor
P.O. Box 3001
Malvern, PA 19355-0701

Gemb/gap
Po Box 981400
El Paso, TX 79998

Foley & Oakes
850 East Bonneville Avenue
Las Vegas, NV 89101

Gemb/gapdc
Po Box 981400
El Paso, TX 79998

Fst Usa Bk B
1001 Jefferson Plaza
Wilmington, DE 19701

Gordon & Silver
3960 Howard Hughes Pkwy
9th Floor
Las Vegas, NV 89169

G M A C
Po Box 12699
Glendale, AZ 85318

Home Comings Financial
Attention: Bankruptcy Dept
1100 Virginia Drive
Fort Washington, PA 19034

G M A C
Po Box 130424
Roseville, MN 55113

Home Depot Credit Services
PO Box 6925
The Lakes, NV 88901

GAP Credit Card
P.O. Box 960017
Orlando, FL 32896

HPCH, LLC
3060 E. Post Road, Ste. 110
Las Vegas, NV 89120

Hsbc/rs
Pob 15521
Wilmington, DE 19805

Nevada State Bank
P.O. Box 990
Las Vegas, NV 89125

Hugo Paulson
c/o Jennifer A. Smith
Lionel Sawyer & Collins
50 W. Liberty Street, #1100
Reno, NV 89501

One Cap Financial
5440 W. Sahara Avenue
3rd Floor
Las Vegas, NV 89145

Hugo R. Paulson
5024 E. Lafayette Blvd.
Phoenix, AZ 85018

Pacific Monarch Resort
23091 Mill Creek Dr
Laguna Hills, CA 92653

Jjill/cbsd
Po Box 6497
Sioux Falls, SD 57117

Park City HOA
23807 Aliso Creek Road
Laguna Niguel, CA 92677

Kolesar & Leatham
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Las Vegas, NV 89102

Park City Homeowner's Association
P.O. Box 171439
Salt Lake City, UT 84117-1439

LL Bradford & Co.
8880 W. Sunset Road, 3rd Floor
Las Vegas, NV 89148

Phillip M. Stone
6900 McCarran Blvd.
Ste. 2040
Reno, NV 89509

Macys/fdsb
Macy's Bankruptcy
Po Box 8053
Mason, OH 45040

Quantum Collections
3224 Civic Center Dr
North Las Vegas, NV 89030

Mohawk/gemb
Po Box 981439
El Paso, TX 79998

Randall Daugherty
10541 Broadhead Court
Las Vegas, NV 89135

Monarch Grand Vacations
P.O. Box 15708
Sacramento, CA 95852-5708

Ray Koroghli
3055 Via Sarafina Avenue
Henderson, NV 89052

Nelnet
Attn: Claims
Po Box 17460
Denver, CO 80217

Realized Gains, LLC
3060 E. Post Road, Ste. 110
Las Vegas, NV 89120

Shell Oil / Citibank
Attn.: Centralized Bankruptcy
Po Box 20507
Kansas City, MO 64195

1 Sierra Vista Ranchos HOA
2 P.O. box 13044
3 Las Vegas, NV 89112

4 Sigmund Rogich
5 3883 Howard Hughes Pkwy
6 Ste. 550
7 Las Vegas, NV 89169

8 Silver State Bank
9 400 N Green Valley Pkwy
10 Henderson, NV 89074

11 Suntrust Mortgage/cc 5
12 Attention: Bankruptcy
13 Po Box 85092
14 Richmond, VA 23286

15 Sweetwater Lift Lodge
16 1255 Empire Avenue
17 Park City, UT 84060

18 Unvl/citi
19 Attn.: Centralized Bankruptcy
20 Po Box 20507
21 Kansas City, MO 64195

22 Us Dept Of Education
23 Attn: Borrowers Service Dept
24 Po Box 5609
25 Greenville, TX 75403

26 Vegas Valley Collection Services
27 P.O. Box 98344
28 Las Vegas, NV 89193-0344

Volvo Finance Na
P.o. Box 542000
Omaha, NE 68154

VRI HOA
P.O. box 3620
Laguna Hills, CA 92654

Wachov Mtg/ Wells Fargo
Attn: Bankruptcy
Po Box 10335
Des Moines, IA 50306

Wells Fargo
P.O. Box 14547
Des Moines, IA 50306

Wells Fargo Bank N A
Po Box 31557
Billings, MT 59107

Wells Fargo Hm Mortgage
3476 Stateview Blvd
Fort Mill, SC 29715

Wendover Fin Srvs Corp
1550 Liberty Ridge
Wayne, PA 19087

Wells Fargo Bank, N.A.
c/o Smith, Gambrell & Russell, LLP
Attn: John T. Vian, Esq.

Wfnnb/ann Taylor
Po Box 182273
Columbus, OH 43218

Wfnnb/express
Attn: Bankruptcy
Po Box 18227
Columbus, OH 43218

Wfnnb/j Crew
Po Box 182273
Columbus, OH 43218

World Omni F
6150 Omni Park Dr
Mobile, AL 36609

Zions Bank
Angela Stephenson
One South Main, Suite 1100
Salt Lake City, UT 84133-1109

Nevada State Bank
Attn: Mike Hanley
400 Green Valley Pkwy, 2nd Floor
Henderson, NV 89074

McLeod Business Centre
c/o Allesi & Koenig
9500 W. Flamingo Road, Ste. 205
Las Vegas, NV 89147

Zunesis, Inc.
9000 E. Nichols Avenue, Ste. 150
Englewood, CA 80112

I HEREBY CERTIFY that true and correct copies of the following:

1. Motion of the Debtor for the Entry of an Order: (i) Approving the Disclosure Statement; (ii) Approving the Form of Ballots and Proposed Solicitation and Tabulation Procedures; (iii) Fixing the Voting Deadline with Respect to the Debtor's Chapter 11 Plan; (iv) Prescribing the Form and Manner of Notice Thereof; (v) Fixing the Last Date for Filing Objections to the Chapter 11 Plan; (vi) Scheduling a Hearing to Consider Confirmation of the Chapter 11 Plan; and (vii) Appointing the Schwartz Law Firm, Inc. as Solicitation and Tabulation Agent;
2. Notice of Hearing for Motion of the Debtor for the Entry of an Order: (i) Approving the Disclosure Statement; (ii) Approving the Form of Ballots and Proposed Solicitation and Tabulation Procedures; (iii) Fixing the Voting Deadline with Respect to the Debtor's Chapter 11 Plan; (iv) Prescribing the Form and Manner of Notice Thereof; (v) Fixing the Last Date for Filing Objections to the Chapter 11 Plan; (vi) Scheduling a Hearing to Consider Confirmation of the Chapter 11 Plan; and (vii) Appointing the Schwartz Law Firm, Inc. as Solicitation and Tabulation Agent;

were sent via Regular US Postal Mail on January 22, 2013, to the following:

United States Trustee
300 Las Vegas Blvd. South #4300
Las Vegas, NV 89101

GE Money Bank
c/o Recovery Management Systems Corp.
25 SE 2nd Avenue, Suite 1120
Miami, FL 33131-1605
Attn: Ramesh Singh

United One Equities, LLC
1101 East Tropicana Avenue, Suite 2119
Las Vegas, NV 89119

GE Capital Retail Bank
c/o Recovery Management Systems Corp.
Attn: Ramesh Singh
25 SE 2nd Avenue, Suite 1120
Miami, FL 33131-1605

Troy A. Wallin, Esq.
Wallin Harrison PLC
10161 Park Run Drive, Suite 150
Las Vegas, NV 89145

American Express Bank, FSB
c/o Becket and Lee LLP
POB 3001
Malvern PA 19355 0701

Ascension Capital Group, Inc.
Attn: BMW Bank of North America, Inc
P.O. Box 201347
Arlington, TX 76006

Stephanie L. Cooper, Esq.
THE COOPER CASTLE LAW FIRM
A Multi-Jurisdictional Law Firm
820 South Valley View Blvd.
Las Vegas, NV 89107

Kristin A. Schuler-Hintz, Esq.
McCarthy & Holthus, LLP
9510 West Sahara Avenue, Ste. 110
Las Vegas, NV 89117

Internal Revenue Service
P.O. Box 7346
Philadelphia, PA 19101-7346

Clark County Treasurer
Reference #138-19-818-006
500 S. Grand Central Pkwy
P.O. Box 551220
Las Vegas, NV 89155-1220

Nevada Department of Taxation
Bankruptcy Section
555 E. Washington Avenue, #1300
Las Vegas, NV 89101-1046

Dept. of Employment, Training & Rehab
Employment Security Division
500 East Third Street
Carson City, NV 89713-0002

State of Nevada Dept. of Motor Vehicles
Attn: Legal Division
555 Wright Way
Carson City, NV 89711-0001

Clark County Assessor
c/o Bankruptcy Clerk
500 S Grand Central Pkwy
Box 551401
Las Vegas, NV 89155-1401

/s/ Janine Lee
Janine Lee

Exhibit G

Page 113

1 A. It's defunct. It was an art gallery that Sig
2 owned with some other people, and it was defunct prior
3 to or about the time of my employment with the Rogich
4 Communications Group.
5 Q. So prior to about 2000?
6 A. Yes.
7 Q. Do you know, is Olaphia, LLC, still active?
8 A. There's nothing in that.
9 Q. Do you know if Mr. Rogich has any other
10 trusts?
11 A. Yes.
12 Q. And what are they?
13 A. The Rogich Family Trust.
14 Q. Okay. Any others?
15 A. The Sigmund Rogich 2004 Family Irrevocable
16 Trust.
17 Q. Is that different than the one that --
18 A. Yes. Our estate attorney didn't do us any
19 favors.
20 Q. Okay. Do you know when those were set up?
21 A. 2004. The Rogich Family Trust was 1982.
22 Q. Do you know if Mr. Rogich is the beneficiary
23 for any other trusts?
24 A. I don't believe so.
25 Q. Prior to Carlos' buyout in 2008, did you

Page 114

1 communicate with Summer Rellamas regularly?
2 A. Yes.
3 Q. What were the communications that you had with
4 her?
5 A. We had a lot of communications.
6 Q. Discussing the transactions between the
7 parties?
8 A. Yes.
9 Q. I'm going to hand you a document. I'm not
10 going to mark it as an exhibit just yet. I just want
11 you to take a look at it.
12 MR. McDONALD: Here, Sam.
13 MR. LIONEL: Thank you.
14 BY MR. McDONALD:
15 Q. Do you recognize this document?
16 A. Yes.
17 Q. Do you know what -- or how do you recognize
18 it?
19 A. It's not the right draft of the one that we
20 used. I think it's probably like the first one that
21 Summer gave me.
22 Q. So you believe that this was sent to you by
23 Summer?
24 A. Yes.
25 Q. Okay. In 2008?

Page 115

1 A. Yes.
2 Q. October?
3 A. Yes.
4 Q. Okay. Do you believe that -- well, you said
5 that there was multiple drafts of this?
6 A. Yes.
7 Q. Okay. And what changed?
8 A. This number, as you referenced on the other
9 document, is now 2.7 something --
10 Q. Right.
11 A. -- and so I just remember she sent an updated
12 one of these with that number on it.
13 Q. Do you know what was changed?
14 A. Not off the top of my head.
15 Q. Or why?
16 A. No.
17 Q. Do you know if it was decreased by the amounts
18 contributed by Jared Smith, Craig Dunlap and Eric Rietz?
19 A. I don't.
20 Q. And do you recall seeing Nanyah Vegas on this
21 document for \$1.5 million through Canamex Nevada, LLC?
22 A. Yes.
23 Q. And the total at the bottom, it appears these
24 are capital contributions in an amount of \$6,821,046.10.
25 Do you see that?

Page 116

1 A. Yes.
2 Q. Do you believe those amounts are accurate?
3 A. I think we have gone through each of those.
4 So if you want to go back through them, we can.
5 Q. Do you believe that The Rogich Family
6 Irrevocable Trust contributed that \$2,141,625 at that
7 time?
8 A. Yes.
9 Q. And we did go over Go Global. Do you dispute
10 that amount at the top other than the fact that it
11 changed to 2.7 million?
12 A. I told you that the tax accountants were
13 questioning the \$600,000.
14 Q. 600,000? Other than the 600,000, did you have
15 any disputes as to this number?
16 A. As the capital balance at that time, no.
17 MR. McDONALD: Did we mark that -- I'll mark
18 that as an exhibit. I'm sorry, I didn't know if you
19 were going to actually recognize it or not.
20 10, Exhibit 10.
21 (Exhibit 10 was marked.)
22 BY MR. McDONALD:
23 Q. Were you aware that Carlos filed Chapter 11
24 bankruptcy?
25 A. Yes.

Page 117

1 Q. How did you find out about that?

2 A. They noticed us. I mean, we received a notice

3 in the mail.

4 Q. When did that happen? Do you recall?

5 A. No.

6 Q. Do you know the reason why he filed

7 bankruptcy?

8 A. No.

9 Q. Okay. Did you ever discuss with him any

10 dealings with a man named Hugo Paulson?

11 A. Yes.

12 Q. H-u-g-o. And what was discussed with regards

13 to that?

14 A. I remember there was a lawsuit. They had a

15 lawsuit. I don't remember what else.

16 Q. Carlos and Hugo?

17 A. Yes.

18 Q. Are you aware of the outcome of that case at

19 all?

20 A. No.

21 Q. Going back to just decisions at your office

22 regarding writing of checks, do you have ultimate say as

23 to what gets paid, or is that Sig?

24 A. Sig.

25 Q. Do you direct your assistant to print out

Page 118

1 certain checks for your signature?

2 A. She puts the checks in accounts payable. Then

3 she clicks on them to be paid. I look at them, and I

4 say "Yes, pay them" or "No, don't pay them."

5 Q. Those are standard transactions, right? When

6 you receive a bill, she enters them in?

7 A. Yes, uh-huh.

8 Q. What about nonstandard bills like, you know, a

9 payback of a loan to somebody that is not an every-month

10 kind of thing? Do you direct her to print out a check

11 for that kind of thing?

12 A. It varies.

13 Q. But occasionally you do?

14 A. Occasionally I print out checks?

15 Q. Uh-huh.

16 A. Yes.

17 Q. I'm assuming every check isn't run by Sig,

18 correct?

19 A. Correct.

20 Q. What types of checks do you have to run by

21 Sig?

22 A. Large dollar amount, out of the ordinary

23 checks.

24 Q. The ones I was referring to earlier?

25 A. Yes.

Page 119

1 MR. McDONALD: Okay. I'm almost done. Let me

2 just take a minute to talk to my client, and then we'll

3 be back. I think we'll be about done.

4 (Recess taken.)

5 BY MR. McDONALD:

6 Q. All right, are you ready?

7 A. Yes.

8 Q. Just a few follow-up questions.

9 Mr. Rogich in his deposition testified that

10 Mr. Eliades had invested approximately \$23 million or so

11 into Eldorado Hills. Do you recall that?

12 A. Yes.

13 Q. Do you know what his initial investment was?

14 A. 6 million.

15 Q. Did he eventually pay \$10 million to ANB

16 Financial?

17 A. No, he didn't pay it to ANB Financial. He

18 paid it to the person that bought the loan pool from the

19 FDIC.

20 Q. Okay.

21 A. Because remember I told you we were sold,

22 since we got the 5 million, we were sold as a performing

23 note.

24 Q. Right.

25 Okay. So 10 million and then the initial 6

Page 120

1 million. What accounts for the other \$7 million?

2 A. The other \$7 million -- Pete put all kinds of

3 money into the property paying for -- well, first of

4 all, those carry interest, an interest component. The

5 16 million carries an interest component. Pete put all

6 kinds of money into the property. He built two gun

7 ranges. He graded a bunch of the property. He bought

8 tanks. He built a restaurant. He made all kinds of

9 roads and moved towers. So essentially that was the --

10 that's the rest of it.

11 Q. Did he -- did he send you documents

12 demonstrating how much he was putting in?

13 A. No. He did not send me documents.

14 Q. How did you obtain the \$7 million figure I

15 guess is what I'm --

16 A. His bookkeeper told me that we needed to go

17 over some things because Pete had a huge loan to the

18 club and to Eldorado Hills on his books.

19 Q. Who was his bookkeeper?

20 A. Her name was Vallee Swan, V-a-l-l-e-e,

21 S-w-a-n. She's no longer with them. She has cancer.

22 Q. Do you know who is his new bookkeeper?

23 A. I don't. Natalie at Bradshaw Smith is

24 handling things for him, Natalie -- I forgot --

25 Marshall, Natalie Marshall.

Exhibit H

Label Matrix for local noticing
0978-2
Case 10-14804-led
District of Nevada
Las Vegas
Wed Aug 20 15:06:49 PDT 2014

AMERICAN EXPRESS BANK FSB
C/O BECKET AND LEE LLP
POB 3001
MALVERN, PA 19355-0701

CANTANGO CAPITAL ADVISORS
C/O HOWARD & HOWARD ATTORNEYS PLLC
3800 HOWARD HUGHES PKWY, STE 1400
LAS VEGAS, NV 89169-5980

CHARLESTON FALLS, LLC
3060 E. POST ROAD, SUITE 110
LAS VEGAS, NV 89120-4449

Citibank, N.A.
701 East 60th Street North
SIOUX FALLS, SD 57104-0493

GO GLOBAL, INC.
3060 E. POST ROAD #110
LAS VEGAS, NV 89120-4449

HPCH, LLC
3060 E. POST ROAD, STE. 110
LAS VEGAS, NV 89120-4449

KOLESAR & LEATHAM, CHTD
3320 WEST SAHARA AVENUE
SUITE 380
LAS VEGAS, NV 89102-3202

NEVADA STATE BANK
C/O SYLVESTER & POLEDNAK, LTD.
7371 PRAIRIE FALCON RD, STE 120
LAS VEGAS, NV 89128-0834

Nationstar Mortgage LLC.
608 South 8th Street
Las Vegas, NV 89101-7005

RECOVERY MANAGEMENT SYSTEMS CORPORATION
25 S.E. SECOND AVENUE
INGRAHAM BUILDING, SUITE 1120
MIAMI, FL 33131-1605

U.S. TRUSTEE - LV - 11 11
300 LAS VEGAS BOULEVARD S.
SUITE 4300
LAS VEGAS, NV 89101-5803

UNITED ONE EQUITIES, LLC (all)
UNITED ONE EQUITIES, LLC
1101 E. TROPICANA AVE., STE 2119
LAS VEGAS, NV 89119-6629

WESTERN NATIONAL TRUST COMPANY
C/O HOWARD & HOWARD ATTORNEYS, PPLC
3800 HOWARD HUGHES PKWY, STE 1400
LAS VEGAS, NV 89169-5980

United States Bankruptcy Court
300 Las Vegas Blvd., South
Las Vegas, NV 89101-5833

AZURE SEAS, LLC C/O HUGO R. PAULSON
LIONEL SAWYER & COLLINS
ATTN: JENNIFER A. SMITH
50 WEST LIBERTY STREET, #1100
RENO, NV 89501-1951

American Express
Acct No 372717347753005
PO Box 0001
Los Angeles, CA 90096-0001

Antonio Nevada, LLC
8880 W. Sunset Road
3rd Floor
Las Vegas, NV 89148-5007

Arie Fisher
16 Rashi Street
Ra-anana, Israel 43214

Azure Seas, LLC
5024 E. Lafayette Blvd
Phoenix, AZ 85018-4430

Bailus Cook & Kelesis
400 South Fourth Street, Suite 300
Las Vegas, NV 89101-6206

(p)BANK OF AMERICA
PO BOX 982238
EL PASO TX 79998-2238

CJ Barnabi
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Carlos A. Huerta
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Las Vegas, NV 89120-4449

Christine H. Huerta
3060 E. Post Road #110
Las Vegas, NV 89120-4449

(p)CITIBANK
PO BOX 790034
ST LOUIS MO 63179-0034

City National Bank
P.O. Box 60938
Los Angeles, CA 90060-0938

Dept of Employment, Training and Rehab
Employment Security Division
500 East Third Street
Carson City, NV 89713-0002

GORDON SILVER
ATTN: ERIC R. OLSEN, ESQ.
3960 HOWARD HUGHES PKWY., 9TH FLOOR
LAS VEGAS, NV 89169-5978

Gordon & Silver
3960 Howard Hughes Pkwy
9th Floor
Las Vegas, NV 89169-5978

HUGO R. PAULSON, AS TRUSTEE OF HUGO R. PAULSON
LIONEL SAWYER & COLLINS
ATTN: JENNIFER A. SMITH
50 WEST LIBERTY, SUITE 1100
RENO, NV 89501-1951

HUGO R. PAULSON, AS TRUSTEE OF HUGO R. PAULSON
LIONEL SAWYER & COLLINS
JENNIFER A. SMITH
50 WEST LIBERTY STREET, SUITE 1100
RENO, NV 89501-1951

HUGO R. PAULSON, INDIVIDUALLY & AS TRUSTEE OF
LIONEL SAWYER & COLLINS
ATTN: JENNIFER A. SMITH
50 WEST LIBERTY STREET, SUITE 1100
RENO, NV 89501-1951

HUGO R. PAULSON, INDIVIDUALLY
LIONEL SAWYER & COLLINS
JENNIFER A. SMITH
50 WEST LIBERTY STREET, SUITE 1100
RENO, NV 89501-1951

Hugo R. Paulson
5024 E. Lafayette Blvd.
Phoenix, AZ 85018-4430

(p) INTERNAL REVENUE SERVICE
CENTRALIZED INSOLVENCY OPERATIONS
PO BOX 7346
PHILADELPHIA PA 19101-7346

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Las Vegas, NV 89102-3202

Kolesar & Leatham, Chtd.
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3320 W. Sahara Ave., Ste. 380
Las Vegas, NV 89102-3202

LL Bradford & Co.
8880 W. Sunset Road, 3rd Floor
Las Vegas, NV 89148-5007

(p) WACHOVIA BANK NA
MAC X2303-01A
1 HOME CAMPUS
1ST FLOOR
DES MOINES IA 50328-0001

NEVADA STATE BANK
C/O JEFFREY R. SYLVESTER, ESQ.
7371 PRAIRIE FALCON ROAD, SUITE 120
LAS VEGAS, NEVADA 89128-0834

Nevada Dept of Taxation, BK Section
555 E. Washington Ave. #1300
Las Vegas, NV 89101-1046

Nevada State Bank
Acct No 0180910033179005001
P.O. Box 990
Las Vegas, NV 89125-0990

One Cap Financial
5440 W. Sahara Avenue
3rd Floor
Las Vegas, NV 89146-0354

Park City Homeowner's Association
P.O. Box 171439
Salt Lake City, UT 84117-1439

Phillip M. Stone
6900 McCarran Blvd.
Ste. 2040
Reno, NV 89509-6118

Ray Koroghli
3055 Via Sarafina Avenue
Henderson, NV 89052-4031

Recovery Management Systems Corporation
25 S.E. 2nd Avenue, Suite 1120
Miami, FL 33131-1605

SMITH, GAMBRELL & RUSSELL, LLP
ATTN: JOHN T. VIAN, ESQ.
1230 PEACHTREE STREET, N.E., SUITE 3100
ATLANTA, GA 30309-3592

Sigmund Rogich
3883 Howard Hughes Pkwy, Ste. 550
Las Vegas, NV 89169-6751

Sweetwater Lift Lodge
1255 Empire Avenue
Park City, UT 84060

THE LIONEL FOUNDATION
c/o SAMUEL S. LIONEL
300 SOUTH FOURTH STREET, SUITE 1700
LAS VEGAS, NV 89101-6000

United One Equities, LLC,
1101 E. Tropicana Avenue
Suite #2119
Las Vegas, Nevada 89119-6629

United States Trustee
300 Las Vegas Blvd. South #4300
Las Vegas, NV 89101-5803

Zions Bank
Acct No 0010039798978529001
401 N. Capital
Idaho Falls, ID 83402

Zions Bank
P.O. Box 25855
Salt Lake City, UT 84125

BRYAN A. LINDSEY
THE SCHWARTZ LAW FIRM
6623 LAS VEGAS BLVD. SO., STE 300
LAS VEGAS, NV 89119-3246

CHRISTINA H. HUERTA
3060 E. POST RD. #110
LAS VEGAS, NV 89120-4449

HUGO PAULSON
Hugo Paulson
Lionel Sawyer & Collins
c/o Jennifer A. Smith
1100 W. Liberty St., Ste. 1100
Reno, NV 89501

JOHN DE VRIES
C/O TROY A. WALLIN
10161 PARK RUN DRIVE, SUITE 150
LAS VEGAS, NV 89145-8872

MARK G SIMONS
ROBISON, BELAUSTEGUI, SHARP & LOW
71 WASHINGTON ST
RENO, NV 89503-5636

SAMUEL A. SCHWARTZ
6623 LAS VEGAS BLVD. SO., STE 300
LAS VEGAS, NV 89119-3246

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

Bank Of America
Acct No 68181004915099
Po Box 26078
Greensboro, NC 27420

Citibank South Dakota NA
DBA
4740 121st St
Urbandale, IA 50323

IRS
P.O. Box 21126
DPN 781
Philadelphia, PA 19114

Meridian Financial Services, Inc.
P.O. Box 1410
Asheville, NC 28802-1410

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u)ORDINARY COURSE PROFESSIONALS

(u)WELLS FARGO BANK, N.A.

(d)AMERICAN EXPRESS BANK FSB
C/O BECKET AND LEE LLP
POB 3001
MALVERN PA 19355-0701

(d)HPCH, LLC
3060 E. Post Road, Ste. 110
Las Vegas, NV 89120-4449

(d)CARLOS A. HUERTA
3060 E. POST RD. #110
LAS VEGAS, NV 89120-4449

End of Label Matrix
Mailable recipients 61
Bypassed recipients 5
Total 66

Exhibit A – 17

1 **STO**
2 Samuel S. Lionel, NV Bar No. 1766
3 *slionel@fclaw.com*
4 FENNEMORE CRAIG, P.C.
5 300 South Fourth Street, 14th Floor
6 Las Vegas, Nevada 89101
7 Telephone: (702) 692-8000
8 Fax: (702) 692-8099
9 *Attorneys for Defendant*
10 *The Rogich Family Irrevocable Trust*

11 **DISTRICT COURT**
12 **CLARK COUNTY, NEVADA**

13 CARLOS A. HUERTA, an individual; of GO
14 GLOBAL, INC., a Nevada corporation as
15 assignees of the ALEXANDER
16 CHRISTOPHER TRUST, a Trust established
17 in Nevada; NANYAH VEGAS, LLC, a
18 Nevada limited liability company,

19 Plaintiffs,

20 v.

21 SIG ROGICH aka SIGMUND ROGICH as
22 Trustee of The Rogich Family Irrevocable
23 Trust; ELDORADO HILLS, LLC, a Nevada
24 limited liability company; DOES I-X; and/or
25 ROE CORPORATIONS I-X, inclusive

26 Defendants.

Case No. A-13-686303-C
Dept. XXVII

**SUPPLEMENT TO OPPOSITION TO
PLAINTIFFS' MOTION FOR
RECONSIDERATION FOR RELIEF
FROM ORDER GRANTING MOTION
FOR PARTIAL SUMMARY JUDGMENT**

Date: 3/29/2016
Time: IN CHAMBERS

27 **SUPPLEMENT TO OPPOSITION TO PLAINTIFFS' MOTION FOR**
28 **RECONSIDERATION FOR RELIEF FROM ORDER GRANTING MOTION FOR**
PARTIAL SUMMARY JUDGMENT

29 The Rogich Family Irrevocable Trust ("Rogich") does hereby submit the Order On
30 Pending Motions After Supplemental Briefing entered on March 10, 2016 in the United States
31 Bankruptcy Court, Adversary No:14:01173-MRM, attached hereto as Rogich Exhibit 11.

32 Dated this 14th day of March, 2016.

by

The Rogich Family Irrevocable Trust

28

LAS VEGAS

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28

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing **SUPPLEMENT TO OPPOSITION TO
MOTION FOR RECONSIDERATION OR RELIEF FROM ORDER GRANTING
MOTION FOR PARTIAL SUMMARY JUDGMENT** was served on March 14th, 2016 by U.S.
Mail to the following counsel of record and/or parties:

Samuel S. Schwartz, Esq.
Bryan A. Lindsey
Schwartz Flansberg, PLLC
6623 Las Vegas Blvd, South, Suite 300
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An Employee of Fennemore Craig, P.C.

EXHIBIT 11

Gary Spraker

Honorable Gary Spraker
United States Bankruptcy Judge



Entered on Docket
March 10, 2016

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

In re:	)	Case No.: 10-14804-MKN
GO GLOBAL, INC.,)	
	)	Chapter 11
Debtor.)	
_____)	
GO GLOBAL, INC., a Nevada corporation,	)	Adversary No.: 14-01173-MKN
Plaintiff,)	
vs.)	
SIG ROGICH, as Trustee of the Rogich Family	)	Oral Ruling:
Irrevocable Trust, et al.,)	
	)	Date: November 16, 2015
Defendants.	)	Time: 2:30 p.m.
_____)	

**ORDER ON PENDING MOTIONS
AFTER SUPPLEMENTAL BRIEFING**

On November 16, 2015, the court entered its oral rulings, pursuant to Fed. R. Bankr. P. 7052, on the following motions: (1) *Motion for Summary Judgment* filed by defendant Sig Rogich (ECF No. 23); (2) *Motion to Dismiss* filed by defendants TELD, LLC and Eldorado Hills, LLC (ECF No. 54); and (3) *Motion to Amend Complaint* filed by plaintiff Go Global, Inc. (ECF No. 68). Appearances were as noted on the record. For the reasons stated on the record, the court concluded that under Nevada's principles of claim preclusion as announced by the Nevada Supreme Court in *Five Star Capital Corp. v. Ruby*, 124 Nev. 1048, 194 P.3d 709 (Nev.

2008), and refined in *Weddell v. Sharp*, ___ Nev. ___, 350 P.3d 80 (Nev. 2015), Go Global's current claims against the defendants are precluded by District Court Judge Nancy Allf's summary judgment dismissing claims asserted by Carlos Huerta and the Alexander Trust in *Huerta and the Alexander Christopher Trust v. Sig Rogich and Eldorado Hills, LLC*, Case No. A-13-686303-C (District Court - Clark County, Nevada - Department 27) ("State Court Action") arising from the transfer of Sig Rogich's interests in Eldorado Hills, LLC to TELD, LLC. Additionally, this court stated its intention to deny Go Global's Motion to Amend Complaint (ECF No. 68) to add claims for actual fraudulent transfer and setoff based upon its finding that the proposed amendment was futile and not filed in good faith.

The court treated its decision as tentative, however, because the Nevada Supreme Court's decision in *Weddell v. Sharp* did not become final until after oral argument.¹ Plaintiff Go Global, Inc. was given the opportunity to supplement its briefing to address *Weddell*, and, more specifically, to state the reasons why the claims currently asserted against defendants TELD, LLC, Imitations, LLC, and Eldorado Hills, LLC were not previously asserted in the State Court Action. Go Global timely filed its *Supplemental Brief in Opposition to Motion for Summary Judgment* ("Supplemental Brief") (ECF No. 116). Defendants TELD, LLC and Eldorado Hills, LLC filed a reply to the *Supplemental Brief* (ECF No. 122), which defendant Imitations, LLC has joined (ECF No. 124). Imitations has also filed a separate Response to the *Supplemental Brief* (ECF No. 120), which TELD and Eldorado Hills have also joined (ECF No. 123).²

¹ The Nevada Supreme Court's decision in *Weddell* was entered on May 28, 2015, shortly before oral argument in this court, and the Court denied rehearing on July 23, 2015.

² The court noted in its oral ruling that Imitations had not joined either the motion to dismiss or the motion for summary judgment. As part of its Response to Plaintiff Go Global's Supplemental Brief in Opposition to Motion for Summary Judgment (ECF No. 120), Imitations now joins Rogich's Motion for Summary Judgment, and requests that judgment be entered in its favor on Go Global's claim against it for the same reasons urged by Rogich and TELD; that all claims arising from the transfer of Rogich's interest in Eldorado Hills to TELD are precluded by Judge Allf's Order Granting Partial Summary Judgment entered in the State Court Action. The arguments raised, and the reasoning applied, pertain with equal force to the claims against Imitations. The court sees no reason why summary judgment should not

The court has thoroughly reviewed Go Global's *Supplemental Brief*. It offers nothing new by way of explanation as to why it did not include the claims now asserted as part of the State Court Action. Again, Go Global asserts that it did not, and could not have, known the extent of the new defendants' involvement in the originally challenged transfer. In support of its position, Go Global cites to Paragraphs 9-13 of the First Amended Complaint filed in the State Court Action to suggest that it knew only that the transfer had occurred. This is not wholly accurate as Go Global ignores Paragraph 23 of the First Amended Complaint. In its oral ruling, the court described this paragraph as the centerpiece of the state court action. It reads:

That Defendant Rogich materially breached the terms of the Agreement when he agreed to remit payment from any profits paid from Eldorado, *yet transferred his interest in Eldorado for no consideration to TEDL [sic], LLC*. This has the net effect of allowing Rogich to keep Huerta's \$2,747,729.50 in capital, and not repay that same amount which had converted to a non-interest bearing debt.³

Though the claims stated in the State Court Action were for breach of contract, and misrepresentation regarding the payment of that contract, the complaint alleged the basis for either an actual or constructive fraudulent transfer from Rogich to TELD, one which "made it impossible for Huerta and Go Global to receive their rightful return of the debt."⁴ This information alone provides the basis for the tort claims Go Global seeks to assert. TELD was the transferee, and Imitations was the consideration Rogich received in exchange for transferring his interest in Eldorado Hills to TELD. While the First Amended Complaint does not identify Imitations, it sufficiently calls into question the bona fides of the transaction such that all of the participants to the transaction should have been named as defendants when that transaction was

extend to all defendants.

³ Ex. 2 to Mot. for Summ. J. (First Amended Complaint), ECF No. 23 at 19 ¶23)(emphasis added).

⁴ *Id.* at 18 ¶13.

1 originally challenged.

2 Having reviewed the supplemental briefing, the court finds that Go Global has failed to
3 adequately explain the reasons the new defendants were not included in the State Court Action.
4 Consequently, the court adopts its oral ruling dated November 16, 2015, which is expressly
5 incorporated by reference herein, as supplemented above in light of the supplemental briefing by
6 the parties. Therefore,

7 **IT IS HEREBY ORDERED** that the *Motion for Summary Judgment* (ECF No. 23) filed
8 by defendant Sig Rogich as Trustee of the Rogich Family Irrevocable Trust, and as joined by
9 defendant Imitations, LLC, is GRANTED.

10 **IT IS FURTHER ORDERED** that the *Motion to Dismiss Judgment* (ECF No. 54) filed
11 by defendants TELD, LLC and Eldorado Hills, LLC is also GRANTED.

12 **IT IS FURTHER ORDERED** that plaintiff Go Global, Inc.'s *Motion to Amend*
13 *Complaint* (ECF No. 68) is DENIED.

14 **IT IS SO ORDERED.**

15 * * * *

16 **Copies sent via BNC to:**

17 GO GLOBAL, INC., A NEVADA CORPORATION
18 3060 E. POST ROAD #110
LAS VEGAS, NV 89120

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Exhibit A – 16

1 **OPPS**

2 Samuel S. Lionel, NV Bar No. 1766

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6 Las Vegas, Nevada 89101

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9 *Attorneys for Defendant*

10 *The Rogich Family Irrevocable Trust*

11 **DISTRICT COURT**

12 **CLARK COUNTY, NEVADA**

13 CARLOS A. HUERTA, an individual; of GO
14 GLOBAL, INC., a Nevada corporation as
15 assignees of the ALEXANDER
16 CHRISTOPHER TRUST, a Trust established
17 in Nevada; NANYAH VEGAS, LLC, a
18 Nevada limited liability company,

19 Plaintiffs,

20 v.

21 SIG/ROGICH aka SIGMUND ROGICH as
22 Trustee of The Rogich Family Irrevocable
23 Trust; ELDORADO HILLS, LLC, a Nevada
24 limited liability company; DOES I-X; and/or
25 ROE CORPORATIONS I-X, inclusive

26 Defendants.

Case No. A-13-686303-C

Dept. XXVII

**OPPOSITION TO PLAINTIFFS'
MOTION FOR RECONSIDERATION
FOR RELIEF FROM ORDER
GRANTING MOTION FOR PARTIAL
SUMMARY JUDGMENT**

Date: 3/29/2016

Time: IN CHAMBERS

27 **OPPOSITION TO MOTION FOR RECONSIDERATION**

28 The Rogich Family Irrevocable Trust does hereby oppose the Motion for Reconsideration
or Relief from Order Granting Motion for Partial Summary Judgment of Plaintiffs and states the
following:

PRELIMINARY STATEMENT

The First Amended Complaint herein contained 4 claims. The first three were claims of
Carlos A. Huerta ("Huerta") and the Alexander Christopher Trust ("Trust") against the Rogich

1 Trust. The fourth claim was by Nanyah Vegas, LLL (“Nanyah”) against Eldorado Hills, LLC
2 (“Eldorado”). Huerta’s and Nanyah’s claims were totally separate and misjoined. They involved
3 different plaintiffs and different defendants. They were litigated separately. There were separate
4 summary judgment motions, which were granted separately at different times and appealed
5 separately. Huerta’s appeal was dismissed as untimely on June 26, 2015. Ex. 1¹. On February
6 12, 2016, the Summary Judgment in Nanyah was reversed and ordered remanded. Ex. 2. On
7 February 23, 2016, a Petition for Rehearing was filed. Ex. 3.

8 On November 26, 2014, Go Global, Inc., Huerta’s company, as a purported assignee of
9 the rights it had previously assigned to the Trust, filed an Adversary Complaint in the Bankruptcy
10 Court alleging the same claims as those alleged in the Huerta and Trust action before this Court
11 plus claims of conspiracy and breach of fiduciary duty. Ex. 4. On November 16, 2015,
12 Bankruptcy Judge Spraker granted Summary Judgment dismissing Go Global’s claims “based
13 upon Nevada’s principles of claim preclusion.” Ex. 5.²

14 **HUERTA’S PROCEDURAL POSTURE**

15 The prior Huerta action before this Court was brought by Huerta and his Trust, as Go
16 Global’s assignee. In the present proceeding, Go Global, now as assignee of the Trust, is a co-
17 plaintiff with Huerta. Nothing in the Motion indicates the basis for such change.

18 Huerta and Go Global now contend that the Partial Summary Judgment Order and related
19 Finding and Conclusions of Law are only a partial adjudication and thus are only an
20 “interlocutory, not final decision.” Motion at 4:15-19. Apart from other reasons why such
21 contention is meritless, is that the Order Granting Partial Summary Judgment dismissed Huerta,
22 his Trust and their three claims (Ex. 6), a Final Judgment dismissed the action with prejudice on
23 February 23, 2015 (Ex. 7), and an appeal was taken on March 13, 2015 which was dismissed as
24 untimely on June 26, 2015 (Ex. 1). Thus, the Final Judgment is truly a final judgment, upon the
25 merits, with prejudice. *Five Star Capital Corporation v. Ruby*, 124 Nev. 1048, 1057, 194 P.3d
26 709, 715 (2008), NRCP 41(b).

27 ¹ An appeal of an attorney fee award was timely and that appeal is pending.

28 ² The dismissal is at page 5:8-10 of a transcribed oral ruling attached as Ex. 5. No formal order
has yet been entered.

1 Plaintiffs argue the Summary Judgment against them did not decide the rights of Plaintiff
2 Nanyah and thus is interlocutory. Motion at 4:25-28. Based on such reasoning, Plaintiffs argue
3 that no final judgment was entered and they may still seek reconsideration. Motion at 5:2-8.
4 Plaintiffs ignore that the reason for the Summary Judgments against them and against Nanyah
5 were “partial” was because they were completely separate claims by different plaintiffs against
6 different defendants misjoined in the same case and once they were each decided there was a final
7 dismissal of all claims. Ex. 6. Clearly, the reversal of the Nanyah Judgment did not change the
8 final character of the Huerta dismissal to interlocutory. What was reversed dealt solely with
9 Nanyah. Neither Huerta or Go Global was involved in any respect in the Nanyah Summary
10 Judgment. Ex. 8.

11 Surely, an affirmed final judgment, followed by a subsequent summary judgment based
12 on claim preclusion, absent fraud, has earned a finality mantle. Plaintiffs cite no authority that a
13 trial court can reconsider such judgment and grant the relief they seek. And whether a decision is
14 correct does not affects its preclusive effect. *Five Star Capital Corporation v. Ruby*, 124 Nev.
15 1048, 1057, 194 P.3d 709, 714 (2008); *Reed v. Allen* 286 U.S, 191, 200 (1932). Furthermore, to
16 the extent Plaintiffs rely on the reversal order in Nanyah, that Order is not effective because the
17 remitter will not be issued until the Petition for Rehearing is resolved. Motion at 4:25-31.
18 *Buffington v. State*, 110 Nev. 124, 126 , 868 P. 2d 643, 644 (1994) NRS 177.155, 177. 305.

19 What Plaintiffs want is to have this Court, after they have appealed from the final
20 judgment and lost, filed an adversary complaint in the Bankruptcy Court for similar relief, lost on
21 the ground of claim preclusion, vacate this Court’s prior Summary Judgment on the ground of
22 NRCP 60(b) or their claim to have now repaid their bankruptcy creditors in full. As shown
23 herein, Plaintiffs’ claim for Reconsideration is without merit.

24 **NRCP 60(b) DOES NOT SUPPORT PLAINTIFFS’ MOTION FOR**
25 **RECONSIDERATION.**

26 Plaintiffs’ contention that 60(b) (“if applicable”) applies is erroneous. Motion at 7:13-28.
27 The rule, if otherwise applicable, provides that the motion for relief must be made “not more than
28 6 months after the proceeding was taken or the date that written notice of the entry of the

1 judgment or order was served. The Summary Judgment was duly entered on November 5, 2014
2 and Notice of Entry was served on November 6, 2014 (Ex. 9). Thus NRCP 60(b) is not
3 applicable.

4 **PLAINTIFFS' ALLEGED PAYMENTS TO ALL UNSECURED CREDITORS**
5 **IN FULL IS NOT SUPPORTED BY THE EVIDENCE**

6 The Final Judgment dismissed the prior Huerta/Trust Complaint with prejudice. The
7 appeal therefrom was also dismissed. Those dismissals surely made the Summary Judgment
8 Plaintiffs now seek to vacate immune to their present claim of subsequent payment in full to their
9 unsecured creditors. Moreover, Plaintiffs purported proof of such payments in the form of
10 Declarations by Huerta and his attorney is totally inadequate.

11 Plaintiffs rely only on Declarations of Huerta and bankruptcy counsel Samuel A.
12 Schwartz. See Exhibits B and A respectively to Plaintiffs attached Motion to close their
13 bankruptcy cases. Despite the statements of personal knowledge of the facts, the Declarations do
14 not contain a single fact with respect to anything either has personal knowledge of. There is
15 nothing showing anything with respect to the claimed creditor payments. Who were the
16 creditors? How much were their claims? Were they secured or unsecured? Were they impaired?
17 The only date in the Schwartz Declaration is the date of the Declaration. Obviously, the
18 conclusory Declarations do not contain admissible evidence. Thus, there is no evidence showing
19 the claimed full payments to the bankruptcy creditors.

20 **PLAINTIFFS DID NOT PAY ALL THEIR CREDITORS IN FULL**

21 Plaintiffs' last point is that all their creditors were paid in full pursuant to their plan and
22 thus, "no harm no foul." They repeatedly state that "all claims have been paid in full pursuant to
23 the Plan:" Motion at 3:26, 27, 8:26-27, 9:23-24, 30. Plaintiffs' even set forth the date of such
24 payment – February 10, 2016. Motion at 4:9-10, 8:26.

25 The only proof offered for such statements is the flawed Declarations of Huerta and his
26 attorney. The February 10, 2016 date does not appear in either of the Declarations. Then, after
27 citing cases holding that where no claims or interests are impaired, disclosure statements are not
28 required, and finishing with a quote from *In re Chiapetta*, 159 B.R. 152 (1993) state that "[s]ince

1 no classes of claimants are impaired by the Debtors Plan, no disclosure statement is required”
2 (Motion at 9:8-22), Plaintiffs state ” Simply put, based on the case law above and the fact that the
3 Plaintiffs paid all allowed claims in full under their Plan, it is irrelevant whether the Plaintiffs
4 detailed the Rogich claims in this case.” Motion at 9:23-25. This is followed by:

5 The Plaintiffs’ creditors suffered no harm, and as a result, the Court’s prior
6 Partial Summary Judgment Order dismissing the Plaintiffs’ claims against
7 Rogich for failure to list such claims in their Disclosure Statement would result
8 in a manifest injustice to the Plaintiffs. The Plaintiffs paid all allowed claims
9 under their Plan, and should be allowed to proceed with their claims against
10 Rogich and other defendants as if the Bankruptcy Case never occurred.”
11 Motion at 9:25-31.

12 Attached hereto are the cover page and pages 1, 13, 14, 15 and 16 of the Third Amended
13 Joint Disclosure Statement For the Plan of Reorganization of Go Global, Inc., Carlos A. Huerta
14 and Christine H. Huerta, Charleston Falls, LLC and HPCH, LLC Under Chapter 11 of The
15 Bankruptcy Code, duly filed in the United States Bankruptcy Court for the District of Nevada on
16 April 8, 2013 (Ex. 10). That Exhibit demonstrates that Plaintiffs’ secured and unsecured claims
17 were in fact impaired and thus their creditors were grossly prejudiced by the failure of the
18 Plaintiffs to apprise the creditors of their alleged Rogich claim. Surely, if the creditors were
19 aware of an alleged claim of more than \$2 1/2 million, it would have been a material
20 consideration affecting the impairment of their claims.

21 Quite apart from the procedural and substantive inadequacies of Plaintiffs’ Motion,
22 Plaintiffs’ misguided efforts to achieve wholesale revisions to this Court’s prior determination
23 deserves comment. Plaintiffs state that the Summary Judgment awarded by this Court “was based
24 solely on the failure to disclose Plaintiffs’ claim against Rogich in their Disclosure Statement not
25 on the merits of the claim.” Motion at 8:22-25. This Court is aware of Plaintiffs attempt to
26 collect outside the bankruptcy, the four disclosure statements not showing the alleged claim and
27 the false affidavit of Huerta saying everything in the plan and disclosure is true and accurate and
28 eight days after confirmation, Go Global assigning the claim to Huerta’s Trust and the next day
Huerta and his Trust filing suit in state court in the name of the Trust and Huerta. Plaintiffs’ just
refuse to accept that judicial estoppel results from a debtor’s failure to disclose a claim, not by

1 whether the debtor believes its conduct caused harm to its creditors.

2 Plaintiffs cite *The Glazier Group v. Premium Supply Co., Inc.*, 2013 WL 1727155 (N.Y.
3 Sup. Ct, April 16, 2013) as a case with facts “nearly identical” to this case. Motion at 10:1-2. It
4 is not. *Glazier* is a trial order and despite plaintiffs efforts to claim it supports their position that a
5 disclosure to creditors does not require disclosure of all claims to creditors, the case does not
6 support Plaintiffs in any respect whatsoever.

7 In *Glazier*, Premier filed a post-petition \$300,000 claim which the Court expunged
8 because it violated a settlement agreement. After confirmation of the debtor’s plan, it sued
9 Premier in state court for breach of the settlement agreement and asserting a false claim
10 Plaintiffs claim that the *Glazier* Court rejected Premier’s argument that the debtor’s failure to
11 disclose the claim in its disclosure statement because it recognized that it “is neither reasonable
12 nor practical to expect a debtor to identify in its plan of reorganization or disclosure schedules
13 every outstanding claim it intends to pursue with a degree of specification that [Defendant] would
14 require.” Motion at 10:12-16. There was no such recognition in *Glazier*. The quote is from *In re*
15 *I. Appel Corporation re I. A. Appliance Corp.*, 104 Fed. Appx. 199, 201 (2nd Cir. 2004), where
16 the Court ruled that claims were disclosed with sufficient specificity. Plaintiffs’ quote was not
17 from a *Glazier* ruling. *Glazier* held that because the facts did not satisfy the two elements of
18 judicial estoppel (an inconsistent position in a prior proceeding and such position adopted by the
19 court, as in in this case), judicial estoppel did not apply and disclosure was also not required
20 because the debtor’s claim did not arise pre-petition.

21 Plaintiffs argument that *Glazier* held that disclosure of a \$300,000 claim would not have
22 materially affected plan voting has significance here is misleading. Motion at 10:21-27 The claim
23 was not material because “everybody else still would have gotten nothing” *Glazier* at*5.

24 Thus the *Glazier* Trial Order is not relevant here.

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CERTIFICATE OF SERVICE

I hereby certify that a copy of **OPPOSITION TO MOTION FOR RECONSIDERATION OR RELIEF FROM ORDER GRANTING MOTION FOR PARTIAL SUMMARY JUDGMENT** was served on March 7, 2016 by U.S. Mail to the following counsel of record and/or parties:

Samuel S. Schwartz, Esq.
Bryan A. Lindsey
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Attorney for Plaintiffs

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Attorney for Eldorado Hills, LLC



An Employee of Fennemore Craig, P.C.

EXHIBIT 1

Huerta

IN THE SUPREME COURT OF THE STATE OF NEVADA

CARLOS A. HUERTA, AN
INDIVIDUAL. CARLOS A. HUERTA AS
TRUSTEE OF THE ALEXANDER
CHRISTOPHER TRUST, A TRUST
ESTABLISHED IN NEVADA AS
ASSIGNEE OF INTERESTS OF GO
GLOBAL, INC., A NEVADA
CORPORATION,

Appellant,

vs.

SIG ROGICH, A/K/A SIGMUND
ROGICH AS TRUSTEE OF THE
ROGICH FAMILY IRREVOCABLE
TRUST; AND ELDORADO HILLS, LLC,
A NEVADA LIMITED LIABILITY
COMPANY,

Respondents.

No. 67595

FILED

JUN 26 2015

TRACIE K. LINDEMAN
CLERK OF SUPREME COURT
BY *[Signature]*
CHIEF DEPUTY CLERK

ORDER DISMISSING APPEAL IN PART

This is an appeal from orders granting partial summary judgment and for attorney fees and costs. Eighth Judicial District Court, Clark County; Nancy L. Alf, Judge.

On November 5, 2014, the district court entered an order granting summary judgment in favor of respondents. Notice of entry was filed November 6, 2014. On February 10, 2015, the court entered an order awarding attorney fees to respondents. Notice of entry was filed February 11, 2015. On February 23, 2015, the district court entered an order titled "Final Judgment" referencing the two prior orders and awarding costs. Appellants filed the notice of appeal on March 13, 2015. Respondents have moved to dismiss the appeal from the November 5, 2014, order on the

ground that this court lacks jurisdiction. Appellants have filed an opposition and respondents have filed a reply.

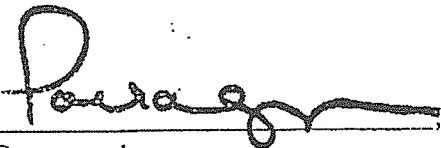
A notice of appeal must be filed within 30 days after service of written notice of entry of a final, appealable order or judgment. NRAP 3(b)(1); NRAP 4(a). “[A] final judgment is one that disposes of all the issues presented in the case, and leaves nothing for the future consideration of the court, except for post-judgment issues such as attorney’s fees and costs.” *Lee v. GNLV Corp.*, 116 Nev. 424, 426, 996 P.2d 416, 417 (2000). In this case, the order entered on November 5, 2014, with notice of entry of that order served on November 6, 2014, was a final, appealable order. *Lee*, at 426, 996 P.2d at 417; *Valley Bank of Nev. v. Ginsburg*, 110 Nev. 440, 445, 874 P.2d 729, 733 (1994). Consequently, any notice of appeal was due by December 6, 2014. *See* NRAP 4(a). Appellants’ notice of appeal filed March 13, 2015, is therefore untimely.


The order entered February 10, 2015, awarding attorney fees is independently appealable as a special order after final judgment. *See Lee v. GNLV Corp.*, 116 Nev. 424, 426, 996 P.2d 416, 417 (2000); *Gumm v. Mainor*, 118 Nev. 912, 920, 59 P.3d 1220, 1225 (2002). The mere fact that the district court made reference to the November 5, 2014, order does not create a new appeal time with respect to that order. We have consistently explained that the appealability of an order or judgment depends on “what the order or judgment actually does, not what it is called.” *Valley Bank of Nev. v. Ginsburg*, 110 Nev. 440, 445, 874 P.2d 729, 733 (1994); *see Lee v. GNLV Corp.*, 116 Nev. 424, 426, 996 P.2d 416, 417 (2000); *Taylor v. Barringer*, 75 Nev. 409, 344 P.2d 676 (1959). Thus, we have recognized that post-judgment orders awarding attorney fees and costs, even though not incorporated into the final judgment, are appealable. *Lee*, 116 Nev. at

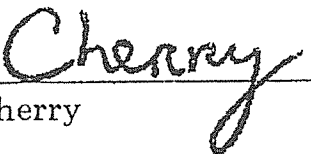
426, 996 P.2d at 417 (citing the special-order-after-final-judgment rule, now NRAP 3A(b)(8)). We have also explained that when district courts, after entering a final, appealable order, go on to enter another judgment on the same issue, the judgment is superfluous. *Id.* (citing *Taylor*, 75 Nev. 409, 344 P.2d 676). Accordingly, the notice of appeal is timely as to the order awarding attorney fees. Likewise, the notice of appeal is timely as to the "final judgment" in which the district court awarded costs. Accordingly, the appeal may proceed as to those issues.

We dismiss this appeal as to the November 5, 2014, order granting summary judgment. This appeal may proceed as to the orders awarding attorney fees and costs entered February 10, 2015, and February 23, 2015.

It is so ORDERED.

 J.
Parraguirre

 J.
Douglas

 J.
Cherry

cc: Hon. Nancy L. Alif, District Judge
McDonald Law Offices, PLLC
Fennemore Craig Jones Vargas/Las Vegas
Eighth District Court Clerk

EXHIBIT 2

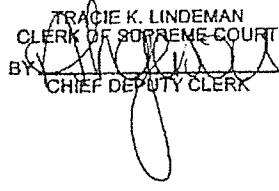
IN THE SUPREME COURT OF THE STATE OF NEVADA

NANYAH VEGAS, LLC, A NEVADA
LIMITED LIABILITY COMPANY,
Appellant,
vs.
SIG ROGICH A/K/A SIGMUND
ROGICH AS TRUSTEE OF THE
ROGICH FAMILY IRREVOCABLE
TRUST; AND ELDORADO HILLS, LLC,
A NEVADA LIMITED LIABILITY
COMPANY,
Respondents.

No. 66823

FILED

FEB 12 2016

TRACIE K. LINDEMAN
CLERK OF SUPREME COURT
BY 
CHIEF DEPUTY CLERK

ORDER OF REVERSAL AND REMAND

This is an appeal from a district court final judgment in a contract action. Eighth Judicial District Court, Clark County; Nancy L. Alf, Judge.

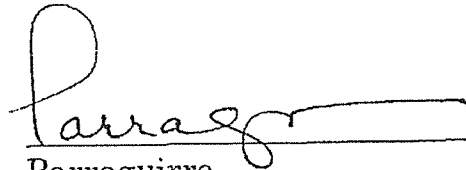
Appellant argues that the district court erred by granting summary judgment in favor of respondent Eldorado Hills, LLC, based on a finding that appellant's unjust enrichment claim was time-barred under the four-year statute of limitations. According to appellant, the statute of limitations did not begin to run until appellant became aware that it would not be repaid and that it owned no interest in Eldorado Hills. Having considered the parties' arguments and appendices, we conclude that the district court erred in granting summary judgment on statute-of-limitations grounds. *Wood v. Safeway, Inc.*, 121 Nev. 724, 729, 121 P.3d 1026, 1029 (2005) (holding that this court reviews summary judgments de novo and that summary judgment is only appropriate if the pleadings and


other evidence on file, viewed in the light most favorable to the nonmoving party, demonstrate that no genuine issue of material fact remains in dispute and that the moving party is entitled to judgment as a matter of law); *Oak Grove Inv'rs v. Bell & Gossett Co.*, 99 Nev. 616, 623, 668 P.2d 1075, 1079 (1983) (placing the burden of demonstrating the absence of a genuine issue of material fact as to when a party discovered or should have discovered the facts underlying a claim on the party seeking summary judgment on statute-of-limitations grounds), *disapproved on other grounds by Calloway v. City of Reno*, 116 Nev. 250, 993 P.2d 1259 (2000).

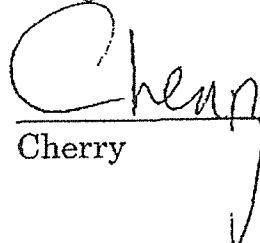
Appellant's claim for unjust enrichment did not accrue until Eldorado Hills retained \$1.5 million under circumstances where it was inequitable for Eldorado Hills to do so. *See Certified Fire Prot. Inc. v. Precision Constr.*, 128 Nev., Adv. Op. 35, 283 P.3d 250, 257 (2012) ("Unjust enrichment exists when the plaintiff confers a benefit on the defendant, the defendant appreciates such benefit, and there is acceptance and retention by the defendant of such benefit under circumstances such that it would be inequitable for him to retain the benefit without payment of the value thereof"). As Eldorado Hills failed to demonstrate that no genuine issues of material fact remain regarding whether the limitations period on appellant's unjust enrichment claim commenced when Eldorado Hills received the \$1.5 million or at a later date when Eldorado Hills allegedly failed to issue a membership interest to appellant or to repay the money as a loan, the district court erred in granting summary judgment based on the expiration of the statute of limitation. *Oak Grove Inv'rs*, 99 Nev. at 623, 668 P.2d at 1079; *see* NRS 11.190(2)(c) (setting a four year

statute of limitation for "[a]n action upon a contract, obligation or liability not founded upon an instrument in writing"). Accordingly, we

ORDER the judgment of the district court REVERSED AND REMAND this matter to the district court for proceedings consistent with this order.

 C.J.
Parraguirre

 J.
Douglas

 J.
Cherry

cc: Hon. Nancy L. Alf, District Judge
Ara H. Shirinian, Settlement Judge
McDonald Law Offices, PLLC
Fennemore Craig Jones Vargas/Las Vegas
Eighth District Court Clerk

EXHIBIT 3

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IN THE SUPREME COURT OF THE
STATE OF NEVADA

NANYAH VEGAS, LLC, a Nevada
limited liability company,

Appellant

v.

SIG ROGICH a/s/a SIGMUND
ROGICH as Trustee of The Rogich
Family Irrevocable Trust, ELDORADO
HILLS, LLC, a Nevada limited liability
company; DOES I-X; and/or ROE
CORPORATIONS 1-x, inclusive

Respondents

Case No. 66823

District Court Case No. A-13-
680303

Dept. No.: XXVII

PETITION FOR REHEARING

Samuel S. Lionel
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The Court's Order of Reversal and Remand is based on the misapprehended fact that Eldorado received and retained Appellant's \$1.5 million.

The Court also stated that “Appellant’s claim for unjust enrichment did not accrue until Eldorado Hills retained \$1.5 million under circumstances where it was inequitable for Eldorado Hills to do so” citing *Certified Fire Prot. Inc. v. Precision Constr.* 128, Nev. Adv. Op. 35, 283 P.3d 250, 257 (2012).

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1 purported consulting fee (APP 107: 2-14), Eldorado never received or
2 retained any benefit.

3 In other words, the \$1.5 million this Court relied upon in its Order was
4 never received nor was a benefit conveyed on Eldorado which was accepted
5 and retained by it. Rather, Huerta, an original plaintiff in this action, whose
6 appeal from a partial summary judgment was dismissed as untimely (15-
7 19597), took and retained almost all the \$1.5 million. The facts with respect
8 to Huerta's financial manipulations are as follows:

9
10 There is a chain of bank transactions by Huerta,
11 starting with a \$1,500,000 wire from Youv Harlap in Israel to
12 Heurta's Canamex, Nevada, account on December 6, 2007,
13 which had been opened on December 4, 2007, with a deposit
14 of \$3,000. APP84-85. The \$1,500,000 deposit was sent by
15 Harlap to the attention of Melissa Dewin as Huerta had
16 instructed him. APP120: 20-121: 21. The next day,
17 December 7, Huerta transferred the \$1,500,000 to the
18 Eldorado account in the Nevada State Bank. APP88,
19 APP123:13-18. Three days later, December 10, Huerta
20 transferred \$1,450,000 of the \$1,500,000 to a money market
21 account. APP91, APP124:16-125: 10. Four days later,
22 December 14, Huerta drew a check for \$1,420,000 from the
23 money market account to Go Global, his wholly owned
24 company (APP93, APP125: 11-127: 11) and the same day the
25 check was deposited to Go Global's account at Nevada State
Bank, APP93, APP126: 19-127: 11. The general ledger of
Eldorado, kept by Huerta, shows the \$1,420,000 as a
consulting fee to Go Global on December 14, 2007, 8 days
after Harlap's wire to Huerta's Canamex Nevada account.
APP127: 17-24. Each of the cites is from Huerta's
deposition or the bank record of the transaction.

1 This Court stated that Appellant's claim did not accrue until Eldorado
2 retained the \$1.5 million. It is undisputed that Eldorado did not retain \$1.42
3 million. Thus, no claim for unjust enrichment accrued¹. Because of the
4 court's misapprehension with respect to the \$1.5 million, it is submitted that
5 the Order of Reversal should be vacated.

6 **THE COURT SHOULD AFFIRM THE ORDER GRANTING**
7 **SUMMARY JUDGMENT**

8 The Court stated the long established rule that it reviews a district
9 court's grant of summary judgment de novo, without deference to the
10 findings of the lower court. *Wood v. Safeway*, 121 Nev. 714, 729, 121 P.3d
11 1026, 1029 (2005). *Wood* states the rule and that if summary judgment is
12 appropriate it shall be rendered forthwith if the pleadings and evidence
13 demonstrate there is no genuine issue as to any material fact and the moving
14 party is entitled to a judgment as a matter of law.

15 Because of the Court's misapprehension with respect to the \$1.5
16 million, this Court did not consider whether the evidence warranted the grant
17 of summary judgment to Eldorado. Because of the true facts with respect to
18 the \$1.5 million, Eldorado is entitled to summary judgment.

19 In *Nelson v. Sierra Construction Corp.*, 77 Nev. 334, 343, 364 P.2d
20 402, 406 (1961) the Court said that "we have many times upheld the rule in
21 this state that a correct judgment will not be reversed simply because it was
22 based on a wrong reason (citing cases)." See also, *Hotel Riviera, Inc. v.*
23 *Torres*, 97 Nev. 399, 403, 632 P.2d 1155, 1158 (1981). In *Nelson*, a motion
24 to dismiss was granted on the ground that the necessary NRCP 23(b)

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¹ The \$80,000 not taken by Huerta has not been an issue in the case.

1 allegations required in a derivative action were not alleged. On appeal this
2 Court held that the complaint did not otherwise state a cause of action. It did
3 not rule on whether NRCP 23(b) was complied with, but dismissed the
4 complaint under Rule 12(b)(5).

5 The rule relied on by the Court in *Nelson* and the de novo review of
6 summary judgment by the court support affirmance because there is no
7 genuine issue as to any material fact. Because Appellant did not retain \$1.42
8 million, Appellant has no possible claim for unjust enrichment and the
9 Summary Judgment awarded by the district court should be affirmed.

10 CONCLUSION

11 For the foregoing reasons the Order of Reversal and Remand should be
12 vacated and the Order Granting Summary Judgment to Eldorado should be
13 affirmed.

14
15 Dated this 29th day of February, 2016.

16 FENNEMORE CRAIG, P.C.

17 By SP Lionel
18 Samuel S. Lionel, Esq.
19 Nevada State Bar No. 1766
20 300 S. Fourth Street, #1400
Las Vegas, NV 89101

21 Attorneys for Respondent
22 Eldorado Hills, LLC
23
24
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EXHIBIT 4

GO GLOBAL, INC., a Nevada corporation;

Adv. Proceeding No.:

Plaintiff,

v.

SIG ROGICH aka SIGMUND ROGICH as
Trustee of The Rogich Family Irrevocable Trust;
TELD, LLC, a Nevada limited liability company;
IMITATIONS, LLC; a Nevada limited liability
company; ELDORADO HILLS, LLC, a Nevada
limited liability company;

Defendant.

ADVERSARY COMPLAINT

COMES NOW, Plaintiff, by and through its counsel of record, Brandon B. McDonald,
Esq. of McDONALD LAW OFFICES, PLLC and THE SCHWARTZ LAW FIRM, INC., and for its
causes of action, alleges as follows:

PARTIES

1. Plaintiff, Go Global, Inc. (hereinafter referred to as “Go Global”), is now, and was at
all times relevant hereto, a Nevada corporation doing business in Clark County, Nevada. Carlos
Huerta (“Huerta”) is the President and principal of Go Global.

2. Defendant, Sigmund Rogich (“Rogich”), is now, and was at all times relevant hereto,
the Trustee of The Rogich Family Irrevocable Trust¹ doing business in Clark County, Nevada.

3. Defendant, TELD, LLC (“TELD”) is now, and was at all times relevant hereto, a
Nevada limited liability company doing business in the State of Nevada.

4. Defendant, Imitations, LLC (“Imitations”) is now, and was at all times relevant hereto,
a Nevada limited liability company doing business in the State of Nevada.

¹ The Rogich Family Irrevocable Trust may be referred to as the “trust”, “Rogich trust” or other like
name, in the Adversary Complaint.

5. Defendant, Eldorado Hills, LLC (“**Eldorado**”) is now, and was at all times relevant hereto, a Nevada limited liability company doing business in the State of Nevada.

6. The true names and capacities of the Defendants named herein as DOES I-X, inclusive, whether individual, corporate, associated or otherwise, are presently unknown to Plaintiff, who therefore sues said Defendants by such fictitious names; and when the true names and capacities of DOES I-X inclusive are discovered, the Plaintiff will ask for leave to amend this Complaint to substitute the true names of the said Defendants. The Plaintiff is informed, believes, and therefore alleges that the Defendants so designated herein are responsible in some manner for the events and occurrences contained in this action.

JURISDICTION

7. This adversary proceeding is brought in connection with Debtor, Go Global, Inc.'s Chapter 11 Case (Case No. 10-14804-LED), pursuant to Bankruptcy Rule 7001(6). Jurisdiction exists over this adversary proceeding under 28 U.S.C. § 1334(b) and § 157(b), and 11 U.S.C. §§ 547 and 548. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(I).

GENERAL ALLEGATIONS

8. That the primary asset of Eldorado Hills, LLC² (“**Eldorado**”) consists of real property, located in Clark County, Nevada, and made up of 161.93 acres, as well as several buildings and a functioning gun club and shooting range, identified by APN: 189-11-401-001 (the “**Property**”).

9. That Huerta, through Go Global, and Rogich owned the majority of the membership interests of Eldorado whereby each party owned equal shares within Eldorado.

² Plaintiff also believes that Eldorado has lease agreements which authorize the permissible use of the real property, among other assets.

1 10. In 2007, Eldorado was in discussions with multiple parties to sell the Property, along
2 with other contiguous real property at a substantial profit. Those discussions and offers evaporated as
3 the general economic climate became less favorable.

4 11. Rogich stated that he did not have the financial means to provide his portion of the
5 Property's mortgage payments. These monthly mortgage payments exceeded \$140,000.00.
6 Therefore, Go Global and Carlos Huerta continued to fund the necessary capital each month in order
7 to meet the necessary mortgage payments for the Property, for approximately 10 months, while the
8 parties evaluated their options.
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10 12. Despite the fact that Rogich had contributed much less capital into Eldorado, and
11 Huerta, through Go Global, had contributed in excess of \$2 million, Rogich's interest in Eldorado,
12 held by the trust, was not diluted or otherwise diminished (compared to Huerta's) though he could not
13 contribute to the monthly mortgage payments or find other investors to provide interim investment
14 funds to the company.

15 13. In mid-2008 Rogich, through his agent, found a third party, TELD, LLC, ("TELD")
16 which he proposed would satisfy the loan obligations regarding the Property and purchase the interest
17 held by Go Global, as it was stated that Rogich and TELD did not want any other partners in
18 Eldorado, except for themselves. Rogich also agreed that his trust would remain liable to any other
19 parties which had invested in Eldorado, and that those ownership interests would be converted to debt.
20

21 14. On or about October 30, 2008, Huerta, Go Global and Rogich entered into an
22 agreement whereby the interests of Huerta and Global would be purchased, by Rogich, for
23 \$2,747,729.50.
24

25 15. Pursuant to the Agreement, the \$2,747,729.50 (the "Debt") would, at least, be paid
26 from "future distributions or proceeds" received by Buyer from Eldorado. Agreement, Section 2(a).
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16. Subsequent to the time that the parties entered into the Agreement, Rogich, on multiple occasions continued to represent that he and the trust would repay the debt owed to Go Global. Go Global reasonably relied on these representations as the Property became free of any outstanding debt and there was no reason that the valuable property was at risk of any real financial difficulties. Additionally, Go Global continued to assist Rogich in attempting to sell the Property, even after the October 30, 2008, agreement had been consummated. For several years after, Huerta introduced several interested parties for the Eldorado property or parts thereof, to Rogich, but the Eldorado group seemed content with holding onto the property.

17. On or about March 3, 2010, Go Global filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code.

18. On or about June 4, 2010, Go Global filed its Bankruptcy schedules and List of Creditors. In Schedule B, Go Global properly listed its claim against Rogich in the amount of \$2,747,729.50 (See Docket No. 73).

19. On or about April 08, 2013, Go Global filed its Third Amended Joint Disclosure Statement (the “**Disclosure Statement**”). (See Docket No. 473).

20. In Section (A)(3), the Disclosure Statement states that all future “Causes of Action” shall vest in Go Global, free and clear of all liens, claims, charges, or other encumbrances.

21. In Section (F)(2)(a), “Maintenance of Causes of Action,” the Disclosure Statement states the following: “after the Effective Date, the Reorganized Debtors [Go Global] shall retain all rights to commence, pursue, litigate or settle, as appropriate, any and all Causes of Action, whether existing as of the Petition Date or thereafter arising, in any court or other tribunal including, without limitation, any adversary proceeding Filed in the Chapter 11 Cases.”

22. In Section (F)(2)(b), "Preservation of All Causes of Action Not Expressly Settled or Released," the Disclosure Statement states the following:

Unless a claim or Cause of Action against a Holder of a Claim or an Equity Interest or other Entity is expressly waived, relinquished, released, compromised or settled in the Plan or any Final Order (including, without limitation, the Confirmation Order), the Debtors expressly reserve such claim or Cause of Action for later adjudication by the Debtors or the Reorganized Debtors (including, without limitation, claims and Causes of Action not specifically identified or of which the Debtors may presently be unaware or which may arise or exist by reason of additional facts or circumstances unknown to the Debtors at this time or facts or circumstances that may change or be different from those the Debtors now believe to exist) and, therefore, no preclusion doctrine, including, without limitation, the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, waiver, estoppel (judicial, equitable or otherwise) or laches shall apply to such claims or Causes of Action upon or after the Confirmation or Consummation of the Plan based on the Disclosure Statement, the Plan or the Confirmation Order, except where such claims or Causes of Action have been expressly released in the Plan or any other Final Order (including, without limitation, the Confirmation Order).

23. On July 22, 2013, the Bankruptcy Court entered an Order confirming Go Global's Third Amended Joint Chapter 11 Plan of Reorganization (the "**Plan**") (See Docket No. 507).

24. The Plan defined "Causes of Action" as the following:

. . . all action, causes of action (including Avoidance Actions), Claims, liabilities, obligations, rights, suits, debts, damages, judgments, remedies, demands, setoffs, defenses, recoupments, crossclaims, counterclaims, third-party claims, indemnity claims, contribution claims or any other claims disputed or undisputed, suspected or unsuspected, foreseen or unforeseen, direct or indirect, choate or inchoate, existing or hereafter arising, in law, equity or otherwise, based in whole or in part upon any act or omission or other event occurring prior to the Commencement Date or during the course of the Chapter 11 Cases, including through the Effective Date.

25. Like the Disclosure Statement, Section E of the Plan, "Vesting of Assets in the Reorganized Debtors," states that "all property of the Estates (including, without limitation, Causes of Action) and any property acquired including by any of the Debtors pursuant hereto shall vest in the Reorganized Debtors [Go Global] free and clear of all liens, Claims, charges or other encumbrances.

26. In Section (B)(1), "Maintenance of Causes of Action," the Plan states:

1 after the Effective Date, the Reorganized Debtors [Go Global] shall retain all rights to
2 commence, pursue, litigate or settle, as appropriate, any and all Causes of Action,
3 including any litigation relating to the Paulson Group, whether existing as of the
Commencement Date or thereafter arising, in any court or other tribunal including,
without limitation, in an adversary proceeding Filed in the Chapter 11 Cases.

4 27. In Section (B)(2), "Preservation of All Causes of Action Not Expressly Settled or
5 Released," the Plan states the following:

6 Unless a claim or Cause of Action against a Holder of the Claim or an Equity
7 Interest or other Entity is expressly waived, relinquished, released, compromised or
8 settled in the Plan or any Final Order (including, without limitation, the Confirmation
9 Order), the Debtors expressly reserve such claim or Cause of Action for later adjudication
10 by the Debtors or the Reorganized Debtors (including, without limitation, claims and
11 Causes of Action not specifically identified or of which the Debtors may presently be
12 unaware or which may arise or exist by reason of additional facts or circumstances
13 unknown to the Debtors at this time or facts or circumstances that may change or be
14 different from those the Debtors now believe to exist, including any litigation relating to
15 the Paulson Group or the related State Court litigation involving Serl Keefer and/or the
16 arbitration with Nevada State Bank, etc.) and, therefore, no preclusion doctrine,
17 including, without limitation, the doctrines of res judicata, collateral estoppel, issue
18 preclusion, claim preclusion, waiver, estoppel (judicial, equitable or otherwise) or laches
19 shall apply to such claims or Causes of Action upon or after the Confirmation or
20 Consummation of the Plan based on the Disclosure Statement, the Plan or the
21 Confirmation Order, or any other Final Order (including, without limitation, the
22 Confirmation Order). In addition, the Debtors and the Reorganized Debtors expressly
23 reserve the right to pursue or adopt any claims alleged in any lawsuit in which the
24 Debtors is a plaintiff, defendant or an interested party, against any Entity, including,
25 without limitation, any parties in such lawsuits.

18 28. As such, Go Global properly preserved its claim against Rogich for the \$2,747,729.50
19 throughout the Bankruptcy.

21 29. On or about June 2012, Rogich (or his agents) had discussions with the
22 agents/attorney(s) for Imitations, TELD and Eldorado concerning the forfeiture of the interest held by
23 the Rogich trust in Eldorado. During these discussions, the parties conspired to create a plan in which
24 Rogich would receive some sort of payments for his interest in Eldorado³, while attempting
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26 ³ The Rogich Trust's capital account was in excess of \$2.7 million only because Rogich had taken
27 possession of Go Global's interests in Eldorado, under the Agreement.

1 structuring the transaction so no "profits or distributions" would be received. Thus, their belief was
2 that the transaction would not implicate a repayment obligation under the terms of the Agreement with
3 Go Global.

4 30. In late 2012, via telephone, Rogich informed Huerta that Rogich had conveyed the
5 membership interest maintained by the trust in Eldorado, to TELD. Rogich and TELD had already
6 finalized the transaction in June 2012 and had backdated the documents to January 2012. During the
7 phone call to Huerta, Rogich stated that he relinquished his shares in Eldorado for no remuneration at
8 all.
9

10 31. Rogich failed to inform Huerta and Go Global of his intentions to transfer all the
11 acquired membership interest in Eldorado to TELD, LLC, prior to the transfer and only informed
12 Huerta months after the transfer had occurred.

13 32. However, according to the plan which Eldorado, TELD and Imitations conspired to
14 create, Rogich simultaneously with the transfer of the trust's interests in Eldorado to TELD, received a
15 100% ownership interest in Imitations. Rogich also received approximately \$680,000 from the
16 principal of TELD.
17

18 33. Imitations is the holder of real property that Rogich claims was only worth
19 approximately \$400,000, as of 2012. This value is alleged despite the fact the property was purchased
20 through a bank approved short sale in 2010 for approximately \$2.14 million. The \$680,000 and the
21 \$2.14 million equal approximately the \$2,747,729.50, or the former amount of Go Global's capital
22 account, which was transferred to Rogich for no consideration (but for the promise of repayment).
23

24 34. Rogich claims that the \$680,000 and the transfer of Imitations to himself/his entities,
25 were in lieu of repayment he was due from TELD
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1 35. Rogich recently claimed that his trust was liable for millions of dollars of
2 improvements that Eldorado had undertaken with respect to the property it owned. So it is unknown
3 why Rogich would receive funds from the membership of Eldorado, while he owed Eldorado in
4 excess of those funds for his portion of unpaid improvements.

5 36. While Rogich received all of his trust's claimed indebtedness with regard to the
6 claimed investment into Eldorado, Go Global never received any repayment, despite the Rogich
7 trust's Agreement to repay Go Global \$2,747,729.50. Rogich represents he no longer has any
8 responsibility to repay this debt as he has relinquished all of this Eldorado interests.
9

10 37. By conveying the membership interest to TELD, Rogich breached the Agreement and
11 also made it impossible for Huerta and Go Global to receive their rightful return of the debt.
12 Additionally, Eldorado received the benefit of the debt, which formerly represented the membership
13 capital account of Huerta and Go Global, as it was enabled to use those capital funds for its own
14 benefit, without providing any benefit to Huerta and Go Global.

15 38. Rogich, in his actions regarding the transfer of interests failed to act in good faith,
16 failed to uphold his fiduciary duties to a member of a closely held limited liability company and
17 purposefully manipulated both entering into the Agreement and the trust's breach of the Agreement,
18 so as to harm Go Global, while providing himself with substantial profits which was received from
19 TELD and/or its principal(s), without any consideration.
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FIRST CLAIM FOR RELIEF

(Civil Conspiracy – As Against All Defendants)

39. Plaintiff repeats and realleges each and every allegation contained above, as though fully set forth herein.

40. Defendants, as described above, each have conspired one with another to deprive the Plaintiff of profits, consideration and/or interests, and have each taken action in conformity with that purpose.

41. That Defendants have so conspired for their own profit or financial gain.

42. That the actions of Defendants, in conspiring one with another, are unlawful, inequitable and undertaken with the intent to willfully avoid any consideration to be provided to the Plaintiff under the express terms of the Agreement. In contrast, Defendants each conspired to ensure that Rogich and/or his trust would receive the benefit of his ownership interests in Eldorado (the same interests which Go Global formerly held).

43. These actions constitute tortious conduct as they have been undertaken with wilful intent, maliciously and/or manifested knowingly with reckless indifference toward and disregard for Plaintiff's legal rights with Defendant benefitting from a huge financial windfall at the expense of Plaintiff. Plaintiff is, therefore, entitled to an award of punitive damages under Nevada law.

SECOND CLAIM FOR RELIEF

(Breach of Fiduciary Duty – As Against the Rogich trust)

44. Plaintiff repeats and realleges each and every allegation contained above, as though fully set forth herein.

1 45. That Plaintiff and the Rogich trust were fiduciaries to each other as both being
2 members of Eldorado from 2006 through late 2008 and Plaintiff relying on Rogich to honor his
3 agreement on more than \$2 million of debt owed to him from Defendant.

4 46. When the Rogich trust entered into the Agreement with Plaintiff it owed the Plaintiff
5 the utmost in good faith and fair dealing, and to put Plaintiff's interests above its own, because the
6 parties were in a fiduciary relationship.

7 47. That the fiduciary duties owed, by the Rogich trust, continued following the execution
8 of the Agreement.
9

10 48. That by conspiring with other parties as described herein, to deprive Plaintiff of any
11 consideration or compensation after Plaintiff, in good faith, acquiesced to Rogich's request that it
12 surrender its interests, in Eldorado, the Rogich trust breached its fiduciary duties to the Plaintiff.

13 49. That, as a direct consequence of the Rogich trust actions, Plaintiff was deprived of its
14 capital account in Eldorado and received no consideration or compensation, while Rogich and/or his
15 trust received in excess of \$2 million dollars in consideration for surrendering the same interests in
16 Eldorado.
17

18 **THIRD CLAIM FOR RELIEF**

19 (Aiding and Abetting in Breach of Fiduciary Duty – As Against TELD, Imitations and Eldorado)

20 50. Plaintiff repeats and realleges each and every allegation contained above, as though
21 fully set forth herein.

22 51. That Defendant Rogich trust owed a fiduciary duty to Plaintiff, which fiduciary duties
23 were breached.
24

25 52. Defendants TELD, Imitations and Eldorado knew or should have reasonably known
26 that Defendant Rogich trust owed a fiduciary duty to the Plaintiff when TELD signed and
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1 acknowledged agreements prepared by counsel, in October 2008 or before that time during
2 negotiations.

3 53. Defendants TELD, Imitations, and Eldorado's actions, in conspiring with the Rogich
4 trust, to deprive Plaintiff of consideration and compensation, substantially assisted the Rogich trust in
5 breaching its fiduciary duties to Plaintiff.

6 54. Defendants TELD, Imitations, and Eldorado, in acting in such manner as described
7 herein, knew or should have reasonably known that such actions were promoting the breach of
8 fiduciary duties owed by the Rogich trust.
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10 55. As a direct result of the actions of Defendants, Plaintiff has been damaged in an amount
11 in excess of \$10,000.

12 56. It has become necessary for Go Global to engage the services of an attorney to
13 commence this action and is, therefore, entitled to reasonable attorney's fees and costs as damages.
14

15 **FOURTH CLAIM FOR RELIEF**

16 **(Breach of Express Contract - As Against the Rogich Trust)**

17 57. Plaintiff repeats and realleges each and every allegation contained above, as though
18 fully set forth herein.

19 58. That on October 30, 2008, the parties entered into the Agreement regarding the sale of
20 Huerta and Go Global's interest in Eldorado, with Rogich. Pursuant to the Agreement, Huerta and Go
21 Global would be repaid the debt.

22 59. Plaintiff complied with all conditions precedent and fulfilled their duties under the
23 Agreement.
24

25 60. The Defendant Rogich Trust materially breached the terms of the Agreement, when he
26 agreed to remit payment from any profits paid from Eldorado, yet transferred his interest in Eldorado,
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1 purportedly for no consideration to TELD, LLC in 2012. This had the net effect of allowing Rogich
2 to keep Huerta's \$2,747,729.50 in capital contributions, and not repay that amount, as the signed
3 October 2008 agreement intended.

4 61. Huerta and Go Global, to their detriment, reasonably relied on the representations of
5 the Defendants in that they would honor the terms of the Agreement. Plaintiff surrendered valuable
6 shares in a company for the future right to receive monies and Defendants orchestrated strategem in
7 order to deprive Plaintiff from its rightful interests.

8
9 62. As a direct result of the actions of Defendants, Plaintiff has been damaged in an amount
10 in excess of \$10,000.

11 63. It has become necessary for Huerta and Go Global to engage the services of an attorney
12 to commence this action and is, therefore, entitled to reasonable attorney's fees and costs as damages.

13 **FIFTH CLAIM FOR RELIEF**

14 **(Breach of Covenant of Good Faith and Fair Dealing – As Against the Rogich Trust)**

15 64. Plaintiff repeats and realleges each and every allegation contained above, as though
16 fully set forth herein.

17
18 65. That the parties herein agreed to uphold certain obligations pursuant to their
19 Agreement; specifically, Defendant agreed to reasonably uphold the terms of the Agreement by
20 remitting the requisite payments required and reasonably maintaining the membership interest to
21 consummate the terms of the Agreement.

22 66. Rogich never provided verbal or written notice of his intentions to transfer the interests
23 held in Eldorado to Plaintiff and it is not reasonable for Rogich to have surrendered his shares in a
24 valuable entity and to receive millions in interests from his fellow Eldorado member (TELD) by way
25
26
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1 of a concealed transaction with TELD, which, in 2008, also signed and acknowledged Plaintiff's
2 money was owed by Rogich.

3 67. In addition, Rogich never disclosed his receipt of valuable property and money, until
4 late summer 2014. In fact, Defendants conspired, with each other, to deprive Plaintiff of any benefits,
5 under the terms of the Agreement.

6 68. That in every agreement there is a covenant of good faith and fair dealing.

7 69. That each party agreed to uphold the terms of the Agreement upon execution of the
8 Agreement and as a result agreed to perform certain duties.
9

10 70. That Defendant Rogich failed to maintain its obligations agreed to and memorialized
11 herein and in the Agreement and thereby failed to act in good faith and failed to deal fairly with
12 regards to upholding his defined duties under the Agreement.

13 71. As a direct result of the actions of Defendants, Plaintiff has been damaged in an amount
14 in excess of \$10,000.

15 72. It has become necessary for Huerta and Go Global to engage the services of an attorney
16 to commence this action and is, therefore, entitled to reasonable attorney's fees and costs, as damages,
17 pursuant to the Agreement.
18

19 **SIXTH CLAIM FOR RELIEF**

20 **(Fraud and/or Negligent Misrepresentation - As Against the Rogich Trust)**

21 73. Plaintiff repeats and realleges each and every allegation contained above, as though
22 fully set forth herein.

23 74. That Huerta and Go Global had an interest in Eldorado that was purchased by the
24 Rogich Trust in October 2008.
25
26
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1 75. Rogich represented at the time of the Agreement that he would remit payment to
2 Huerta and Go Global as required, yet knew or reasonably knew that the trust intended to transfer the
3 acquired interest to TELD, LLC and/or deprive Plaintiff of any benefit under the Agreement.
4 Furthermore, Rogich knew that the representations that he made in the Agreement were in fact false,
5 with regard to tendering repayment or reasonably preserving the acquired interest, so he could avoid
6 repaying the debt, in the future.

7 76. That following the execution of the Agreement, Rogich continued to represent to
8 Huerta that he would honor the terms of the Agreement.

9 77. However without notice, Rogich and the Defendants conspired to deprive Plaintiff of
10 any benefit of the Agreement.

11 78. That these representations were made knowingly, willfully and with the intention that
12 Huerta and Go Global would be induced to act in accord with the requests of Rogich and execute the
13 Agreement.

14 79. Huerta and Go Global reasonably and justifiably relied on the representations of
15 Rogich all to their detriment.

16 80. As a direct result of the actions of Defendants, Plaintiff has been damaged in an amount
17 in excess of \$10,000.

18 81. It has become necessary for Huerta and Go Global to engage the services of an attorney
19 to commence this action and is, therefore, entitled to reasonable attorney's fees and costs as damages.

20
21
22 ///

23
24 ///

25
26 ///

DEMAND FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against the Defendants, jointly and severally, as follows:

1. For compensatory damages in an amount in excess of \$10,000.00 subject to proof at time of trial;
2. For interest and pre-judgment interest at the statutory rate until the amount of judgment is paid in full;
3. For reasonable attorney's fees and costs incurred herein;
4. For special damages in a sum according to proof at trial;
5. For attorney's fees and costs of suit herein;
6. For punitive damages in an amount to be proven at trial;
7. For such other and further relief as the court deems just and proper.

Dated this 26th day of November, 2014.

McDONALD LAW OFFICES, PLLC

By: /s/ Brandon B. McDonald, Esq.
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Attorneys for Plaintiff, Go Global

EXHIBIT 5

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA (LAS VEGAS)

IN RE: . Case No. 10-14804-led
. Chapter 11
.
GO GLOBAL, INC., .
.
Debtor. .
.
GO GLOBAL, INC., . Adv. No. 14-01173-mkn
.
Plaintiff, .
.
v. .
. 300 Las Vegas Blvd. South
SIG ROGICH, IMITATIONS, LLC, . Las Vegas, NV 89101
ELDORADO HILLS, LLC, and .
TELD, LLC, .
. Monday, November 16, 2015
Defendant. . 2:34 p.m.
.

TRANSCRIPT OF ORAL RULING RE: MOTION FOR SUMMARY JUDGMENT
FILED BY BRENOCH R. WIRTHLIN ON BEHALF OF SIG ROGICH [23];
ORAL RULING RE: MOTION TO DISMISS CASE FILED BY
ANDREW M. LEAVITT ON BEHALF OF
ELDORADO HILLS, LLC, TELD, LLC [43];
ORAL RULING RE: MOTION TO AMEND COMPLAINT WITH
CERTIFICATE OF SERVICE FILED BY SAMUEL A. SCHWARTZ
ON BEHALF OF GO GLOBAL, INC. [68]
BEFORE THE HONORABLE GARY SPRAKER VIA VIDEO CONFERENCE
UNITED STATES BANKRUPTCY COURT JUDGE

APPEARANCES:

For the Debtors: Schwartz Flansburg
By: SAMUEL A. SCHWARTZ, ESQ.
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transcript produced by transcription service.

APPEARANCES (Continued):

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For Eldorado Hills,
LLC, and Teld, LLC:

ANDREW M. LEAVITT, ESQ.
633 South 7th Street
Las Vegas, NV 89101
(702) 382-2800



1 (Proceedings commence at 2:34 p.m.)

2 THE COURT: (Via video conference) Good afternoon.
3 Please be seated.

4 I apologize, Madam Clerk, if I cut you off there.

5 This is the time set for several oral rulings in Go
6 Global, Inc. vs. Rogich, et al., Adversary Case Number 14-
7 01173; specifically time set for oral ruling on motion for
8 summary judgment, motion to dismiss case, as well as motion to
9 amend complaint.

10 We'll go ahead and take appearances first so I can
11 know who's in the courtroom.

12 MR. SCHWARTZ: Good afternoon, Your Honor. Sam
13 Schwartz on behalf of Go Global. I'm here with Mr. Huerta.

14 MR. LIONEL: Good afternoon, Your Honor. I'm Sam
15 Lionel. I represent Mr. Rogich. I'm here today with the vice
16 president of his company, Ms. Olivas.

17 THE COURT: Thank you.

18 MR. LEAVITT: And Your Honor, Andrew Leavitt present
19 on behalf of TELD, LLC and Eldorado Hills, LLC. I'm present,
20 Mr. Pete Eliades is here with me, and Matt Cox of my office.

21 THE COURT: And Mr. Leavitt, I apologize because I've
22 double-booked you. I am aware of that. So if you need to
23 leave, please feel free to do so and that will certainly be
24 proper.

25 MR. LEAVITT: Thank you, Your Honor.



1 THE COURT: All right. The Court will then begin
2 with its oral ruling on the matters before the court.

3 Plaintiff Go Global, Inc., referred to herein as "Go
4 Global," has sued Sig Rogich as Trustee of the Rogich Family
5 Irrevocable Trust. Throughout this ruling the Court will refer
6 to the Rogich Family Irrevocable Trust simply as "Rogich,"
7 although sometimes that is somewhat confusing as it suggests
8 the party is an individual, and it is not.

9 Go Global has also sued TELD, LLC, referred to as
10 "TELD;" Imitations, LLC, referred to as "Imitations;" and
11 Eldorado Hills, LLC, referred to in this ruling as "Eldorado
12 Hills."

13 Go Global seeks to recover moneys owed on their
14 purchase agreement executed in 2008 through which Rogich
15 purchased Go Global's interest in Eldorado Hills, as well as
16 the interest of Go Global's sole shareholder, Carlos Huerta.

17 Currently before the Court are, one, a motion to
18 dismiss filed by defendants TELD and Eldorado at ECF Number 54;
19 and two, a motion for summary judgment filed by defendant
20 Rogich at ECF Number 23.

21 Both motions challenge Go Global's standing as the
22 real party in interest. Both motions also raise the preclusive
23 effect of a judgment entered by District Court Judge Nancy Allf
24 dismissing claims for breach of contract, breach of the
25 covenant of good faith and fair dealing, and negligent



1 misrepresentation asserted by Carlos Huerta and the Alexander
2 Christopher Trust in Huerta and the Alexander Christopher Trust
3 vs. Sig Rogich and Eldorado Hills, LLC, Case Number A13-686303,
4 District Court Clark County, Nevada, Department 27, referred to
5 herein as the "state court action."

6 Judge Allf granted Rogich partial summary judgment
7 that Huerta and the Alexander Christopher Trust were judicially
8 estopped from maintaining their claims. Based upon Nevada's
9 principles of claims preclusion, the Court will grant
10 defendants' motions.

11 Also before the Court is Go Global's motion to amend
12 complaint found at ECF Number 68. Plaintiff requests leave to
13 amend the complaint to add claims for actual fraudulent
14 transfer and setoff. Defendants TELD, Eldorado Hills, and
15 Defendant Rogich oppose the motion to amend on several grounds.
16 While leave to amend is liberally granted, the Court will deny
17 the motion as futile.

18 Facts: Carlos Huerta is the sole shareholder and
19 president of Go Global. In turn, Mr. Huerta, Go Global, and
20 Rogich jointly held ownership interest in Eldorado Hills, LLC.
21 First amended complaint Huerta, et al. vs. Rogich, et al., Case
22 Number A13-68303, District Court Clark County, Nevada,
23 Department 27.

24 Eldorado Hills' primary asset is real property
25 located in Clark County, Nevada. On October 30 of 2008, Mr.



1 Huerta, Go Global, and Rogich executed a purchase agreement
2 assigning Huerta's and Go Global's membership interest in
3 Eldorado Hills to Rogich. The purchase agreement is attached
4 as Exhibit 1 to the first amended complaint in the state court
5 action. For purposes of this, when I refer to "first amended
6 complaint," it is intended to refer to that complaint filed in
7 the state court action.

8 In exchange, Rogich agreed to \$2,747,729.50 to Mr.
9 Huerta and Go Global for their ownership interest. Payment was
10 to be made from 56.20 percent of the "future distributions of
11 proceeds" distributed to Rogich from Eldorado Hills, "as, when
12 and if received by buyer (Rogich) from the company (Eldorado
13 Hills)." Agreement at Section 2(a).

14 Mr. Huerta signed as the seller and the signature
15 block indicates that he signed "on behalf of Go Global, Inc."
16 Id. at 9.

17 Attached to the purchase agreement is an assignment
18 which provides, "Each of the undersigned hereby assigns and
19 transfers to the Rogich Family Irrevocable Trust (buyer) all of
20 the right title in interest if any which the undersigned owns
21 in and to Eldorado Hills, LLC."

22 Carlos Huerta signed the assignment also dated
23 October 30, 2008, "individually and on behalf of Go Global,
24 Inc. as to any interest either of them in and to the company."

25 On March 3, 2010, Go Global filed for bankruptcy



1 under Chapter 11. In its bankruptcy schedules, Schedule B, Go
2 Global disclosed a "receivable" against Rogich in the amount of
3 \$2,747,729.50, suggesting that no payments had been received
4 since execution of the purchase agreement in 2008.

5 Mr. Huerta and his wife also filed for reorganization
6 under Chapter 11 of the Bankruptcy Code. At their request, Go
7 Global and the Huerta's bankruptcy cases were jointly
8 administered.

9 A little more than a year later, on April 4, 2011,
10 Mr. Huerta and Go Global filed their original joint disclosure
11 statement. The disclosure statement did not identify or
12 discuss Go Global's claims against Rogich. The Huertas and Go
13 Global would proceed to file several additional amendments.

14 Plaintiff alleges that in June 2012 Rogich or his
15 agents and the agents were attorneys for Imitation, TELD, and
16 Eldorado Hills, "conspired to create a plan in which Rogich
17 would receive some sort of payment for his interest in Eldorado
18 while attempting structuring [sic] for the transaction so no
19 'profits or distributions' would be received." Adversary
20 complaint paragraph 29.

21 According to Go Global, sometime in late 2012 Rogich
22 told Mr. Huerta that he had conveyed his interest in Eldorado
23 Hills to TELD, and that he had "relinquished his shares in
24 Eldorado for no remuneration." Id. at Paragraph 30.

25 Plaintiff alleges that the transfer actually occurred



1 months previously. Id. at Paragraph 31.

2 On November 7, 2012, counsel for Mr. Huerta and Go
3 Global, Brandon B. McDonald, mailed a letter to Rogich
4 regarding the amounts due them under the purchase agreement.
5 Mr. McDonald wrote that, quote:

6 "Rather than distribute profits or otherwise pay the
7 seller (Huerta and Go Global), we have reason to
8 believe that your interests have been inappropriately
9 transferred. This effectively negated any possible
10 recovery of the moneys provided by the seller through
11 profits or sale of the business/real property owned
12 by Eldorado Hills, LLC."

13 Motion for summary judgment Exhibit 4.

14 Plaintiffs further allege that in exchange for
15 transferring ownership of Eldorado Hills to TELD, Rogich
16 actually received payment roughly approximating the amounts
17 Rogich owed it under the purchase agreement. In exchange for
18 his interest, Rogich is alleged to have received payment of
19 \$680,000 from the principal of TELD. Adversary Complaint
20 Paragraph 32.

21 Additionally, Rogich is alleged to have acquired
22 complete ownership of Imitations. Plaintiff contends that
23 Imitations owned real property worth \$2.14 million. Id. at
24 Paragraph 33.

25 Together, the \$680,000 payment and the \$2.14 million



1 in property actually would exceed the \$2,747,729.50 Rogich owed
2 under the purchase agreement.

3 Go Global alleges that TELD, Imitations, and Eldorado
4 Hills conspired with Rogich to create the plan to transfer
5 Rogich's interests in Eldorado Hills to TELD. Id. at Paragraph
6 32.

7 After Rogich transferred his interest in Eldorado
8 Hills to TELD, Go Global and Huertas filed three amended
9 disclosure statements in furtherance of its bankruptcy
10 reorganization. The third amended joint disclosure statement,
11 ECF Number 473, filed on April 8, 2013, provided that all
12 future causes of action would vest in Go Global free and clear
13 of all liens, claims, charges, or other encumbrances.
14 Adversary Complaint Paragraph 20.

15 Section F(2)(b) of the disclosure statement similarly
16 reserved causes of action and provided, quote:

17 "No preclusion doctrine, including without limitation
18 doctrines of res judicata, collateral estoppel, issue
19 preclusion, claim preclusion, waive estoppel
20 (judicial, equitable, or otherwise) or laches shall
21 apply to such claims or causes of action upon or
22 after the confirmation or consummation of the plan
23 based on the disclosure statement, the plan, or the
24 confirmation order, except where such claims or
25 causes of action have been expressly released in a



1 plan or other final order (including without
2 limitation the confirmation order)."

3 Id. at Paragraph 22.

4 On July 22, 2013, the bankruptcy court entered an
5 order confirming the third amended joint plan of
6 reorganization. The confirmed plan contained provisions
7 consistent with and mirroring those within the disclosure
8 statement for the maintenance and preservation of causes of
9 action, including the provision that, quote:

10 "After the effective date, the reorganized debtors
11 (Go Global) shall retain all rights to commence,
12 pursue, litigate or settle as appropriate any and all
13 causes of action, whether existing as of the petition
14 date or thereafter arising in any court or other
15 tribunal, including without limitation any adversary
16 proceeding filed in Chapter 11 cases."

17 Roughly a week after their Chapter 11 plan was
18 confirmed, on July 30, 2013, Go Global transferred all rights,
19 title, and interest held under the purchase agreement to the
20 Alexander Christopher Trust pursuant to a one-page assignment
21 of contract attached as Exhibit 1 to Rogich's motion for
22 summary judgment. The assignment expressly included all causes
23 of action as allowed under law arising from the purchase
24 agreement.

25 The next day, July 31, 2013, Mr. Huerta and the



1 Alexander Christopher Trust sued the Rogich Trust and Eldorado
2 Hills in District Court for Clark County, Nevada, to recover
3 the moneys owed under the purchase agreement.

4 Nanya Vegas, LLC (phonetic), was also included as a
5 plaintiff. The first amended complaint in an action was
6 submitted and filed on October 21, 2013, and is found as
7 Exhibit 2 to the motion for summary judgment.

8 The first amended complaint in the state court action
9 identifies Mr. Huerta as the trustee of the Alexander
10 Christopher Trust and states that the trust is the assignee of
11 interest of Go Global, Inc.

12 In support of its motion for summary judgment, Rogich
13 has also submitted the trust agreement for the Alexander
14 Christopher Trust dated November 4, 2004, made between Carlos
15 Huerta and Christine Huerta as trustors, who are also named as
16 trustees in beneficiary trust entitled to the use of the income
17 and principal of that trust. Exhibit 8 to the motion for
18 summary judgment.

19 Mr. Huerta and the Alexander Christopher Trust
20 asserted four causes of action. The first cause of action
21 seeks damages for breach of an express contract, asserting,
22 quote:

23 "That Defendant Rogich materially breached the terms
24 of the agreement when he agreed to remit payment from
25 any profits from Eldorado yet transferred his



1 interest in Eldorado for no consideration to TELD,
2 LLC [sic]" -- which I interpret to mean TELD.

3 "This had the effect of allowing Rogich to keep
4 Huerta's \$2,747,729.50 in capital and not repay that
5 same amount which had converted to a not-interest-
6 bearing debt."

7 First amended complaint, Paragraph 23.

8 The second cause of action against Rogich was for
9 breach of the covenant of good faith and fair dealing, in which
10 the plaintiffs allege:

11 "Rogich never provided verbal or written notice of
12 his intentions to transfer the institution held in
13 Eldorado, and this fact was not discovered until
14 other parties filed suit against Eldorado and Rogich
15 for similar conduct."

16 Id. at Paragraph 32.

17 The third claim for relief also against Rogich was
18 brought for negligent misrepresentation, asserting that:

19 "Rogich represented at the time of the agreement that
20 he would remit payment to Huerta and Go Global as
21 required, yet knew or reasonably intended to transfer
22 the acquired interest to TELD, LLC, and furthermore
23 knew that the representations made by him in the
24 agreement were in fact false with regard to tendering
25 repayment or reasonably preserving the acquired



1 interest so he could repay the debt in the future."

2 A fourth cause of action was asserted by Nanya for
3 unjust enrichment against Eldorado Hills arising from its
4 investment in 2006 and 2007 of \$1.5 million for a membership
5 interest in Eldorado.

6 Rogich sought partial summary judgment in a state
7 court collection action. It appears that in response, Mr.
8 Huerta and Alexander Christopher Trust cross-moved for partial
9 summary judgment. The briefing in the state court action was
10 not provided as an exhibit on summary judgment in the instant
11 case; however, Defendant Rogich has produced Judge Allf's oral
12 ruling issued on October 8, 2014. In it, Judge Allf detailed
13 the matter before the court and explained her decision:

14 "A bankruptcy was filed on or about March 23, 2010 by
15 Go Global and on June 4 of 2010 it admits it has a
16 receivable. I do find that the listing of the
17 receivable from Sig Rogich is sufficient to establish
18 that they have told their creditors they have this
19 receivable, but it's after that the problems begin to
20 me.

21 "In the first disclosure statement filed on April 4,
22 2011 it talks about avoidance of transfer. It
23 mentions Paulsen but never this transaction. When it
24 talks about payments to creditors, it's only from
25 sale of assets. This receivable is never identified.



1 There's no recovery of what might still, at that
2 point, be a fraudulent transfer. And in page 18 of
3 the first disclosure statement, the liquidation
4 analysis identifying assets only lists real estate
5 and no receivables."

6 "Now, after that, while the disclosure statement is
7 pending, the plaintiff makes a demand for payment on
8 November 7 of 2012. So at that point the plaintiff
9 is charged with the knowledge that it knows it has
10 receivable, but yet when it comes back on January
11 17th of 2013 with the first amended disclosure
12 statement it's the same thing again, payment to
13 creditor by sale of assets, no identification of a
14 receivable, no identification of litigation. And the
15 same Exhibit C liquidation analysis lists only real
16 estate and no receivables.

17 "The second disclosure statement, March 8 of 2013,
18 same thing. No liquidation analysis identified this,
19 so that creditors are never being told that this may
20 be an asset that may be collected.

21 "We have the third amended disclosure of April 2013,
22 again a disclosure statement and liquidation
23 analysis, income, expenses, real estate only. It
24 never lists the receivable or cause of action. And
25 the reason that it matters is that in Chapter 11



1 process, you have the listing of the assets, then you
2 have a disclosure statement that tells creditors how
3 they will get paid, and then the plan really just
4 says how much they'll get paid and when.

5 "It's the disclosure statement that's operative and
6 what the creditors use to vote whether or not to
7 accept the plan. They were never told that there was
8 a receivable to be collected, and the thing that
9 really concerns me the most is that when the plan is
10 confirmed on July 22nd of 2013 with the affidavit of
11 Mr. Huerta saying that everything in the plan and the
12 disclosure statement is true and accurate, eight days
13 later Go Global assigns the receivable and sues
14 somewhere else under a different name. It is
15 evidence no intention that the creditors of Go Global
16 would ever, ever have benefitted from this
17 transaction. This is a case that's very ripe for
18 judicial estoppel, and under the applicable case law,
19 the motion is granted."

20 Motion for summary judgment Exhibit 5 at pages 2
21 through 3.

22 On November 5th, 2014, Judge Allf entered her order
23 granting partial summary judgment. In it, the Court made three
24 legal determinations:

25 One: On November 7, 2012, Huerta and Go Global were



1 aware that they held a claim against the Rogich Trust.

2 Two: The said claim was not disclosed in Huerta's
3 and Go Global's first amended, second amended or third amended
4 disclosure statements.

5 Three: The said claim was not disclosed on Huerta's
6 and Go Global's plan or their first, second or third amendments
7 to the plan. Exhibit 6 to the motion for summary judgment at
8 page 3.

9 As a result, the District Court granted summary
10 judgment and dismissed the first three claims for relief.
11 Although a fourth cause of action existed in the state court
12 action, that claim was also resolved.

13 The Court is advised that an appeal as to the fourth
14 cause of action filed by Nanya was appealed -- that the appeal
15 was filed. Additionally, another appeal of the attorneys' fees
16 alone entered in that case against -- in favor of Rogich and
17 against Mr. Huerta and the Alexander Christopher Trust was also
18 appealed. However, the parties agreed that no appeal was taken
19 of Judge Allf's decision on Rogich's motion for partial summary
20 judgment and that the matter is deemed final for determining
21 its preclusive effect in this case.

22 On November 17, 2014, Mr. Huerta executed an
23 assignment contract on behalf of the Alexander Christopher
24 Trust, assigning and transferring "all rights, title and
25 interest held by assignor" in the purchase agreement back to Go



1 Global, Inc.

2 Mr. Huerta signed the assignment contract on behalf
3 of both the Alexander Christopher Trust and Go Global. The
4 assignment contract was submitted as Exhibit A to Go Global's
5 opposition to the motion for summary judgment, found at ECF
6 Number 36.

7 Go Global filed the instant adversary action roughly
8 a week later, on November 26, 2014, or roughly three weeks
9 after Judge Allf entered her ruling dismissing Mr. Huerta's and
10 the Alexander Christopher Trust causes of action against
11 Rogich.

12 The adversary complaint again names Rogich and
13 asserts causes of action for breach of contract, breach of the
14 covenant of good faith and fair dealing, and misrepresentation,
15 though the title of the sixth claim for relief is denominated
16 as both misrepresentation and/or fraud. Eldorado Hills is
17 again named as a defendant, as well, though Go Global has now
18 added TELD and Imitations as defendants to the instant action.

19 Go Global contends that Rogich conspired with the
20 other defendants to deprive it of "profit consideration and/or
21 interest." First Amended Complaint paragraph 40.

22 Additionally, Go Global asserts that Rogich breached
23 fiduciary duties owed to it and the other defendants aided and
24 abetted in the breach of those fiduciary duties by conspiring
25 to deprive Go Global of consideration and compensation. Id. at



1 paragraph 53.

2 Defendants Imitations, LLC and Rogich have answered
3 the first amended complaint.

4 On February 20, 2015, Rogich filed his motion for
5 summary judgment, again found at ECF Number 23. Go Global has
6 opposed the motion.

7 On April 21st, 2015, Defendants TELD and Eldorado
8 Hills filed their motion to dismiss. EFC Number 54. Go Global
9 has opposed that motion to dismiss, as well.

10 I note that Defendant Imitations has filed an answer
11 to the complaint, but has not joined in either the motion to
12 dismiss or the motion for summary judgment.

13 On June 5, 2015, Go Global filed its motion to amend
14 complaint, requesting that it be permitted to add two new
15 causes of action. The first proposed cause of action is that
16 Rogich fraudulently transferred its interest in Eldorado Hills
17 to TELD with the actual intent to hinder and delay or defraud.

18 The second claim seeks to offset attorneys' fees
19 awarded to Rogich in the state court action on the basis that
20 "Rogich was not entitled to a dismissal or an award of
21 attorneys' fees and costs" in the state court action. Motion
22 to amend, ECF Number 68, Exhibit 3 at paragraph 99.

23 Oral argument on each of the motions was jointly held
24 on (indiscernible) 25th, 2015, after which the motions were
25 taken under advisement.



1 Jurisdiction: Plaintiffs initiated this action and
2 assert jurisdiction under 28 U.S.C. Section 1334(b) and allege
3 that it is a core proceeding under 28 U.S.C. Section 157(b).
4 The Court finds that it has jurisdiction under Section 1334, as
5 the matter is at least related to the underlying bankruptcy
6 case.

7 Analysis: There are two dispositive motions
8 currently before the Court. Though there are factual
9 procedural differences attendant to the motions, the parties in
10 the motions to dismiss and motions for summary judgment
11 intersect at two points.

12 Both challenge that, one, Go Global is the real party
13 in interest in this action; and, two, Judge Allf's decision in
14 the state court action precludes any and all claims related to
15 Mr. Huerta's or Go Global's rights under the 2008 purchase
16 agreement.

17 Other arguments are separately raised.

18 The motion to dismiss also seeks an independent
19 determination that Go Global is judicially estopped from
20 asserting claims against TELD, Eldorado, or Imitations.

21 Also challenged is the sufficiency of the allegations
22 for civil conspiracy and argues that TELD was a bona fide
23 purchaser for value protected from Go Global's claims currently
24 asserted.

25 Defendants TELD and Eldorado Hills also raise the



1 entire controversy doctrine in its reply to plaintiff's
2 opposition to defendants' motion to dismiss, pages 23 through
3 25.

4 The Court shall address the standing issue as it is a
5 threshold issue; but because I find claims preclusion is to be
6 determinative in this case, and the most consistent means to
7 address the myriad of issues raised, I do not reach the other
8 issues raised in the motion to dismiss.

9 One, real party in interest: The moving defendants
10 challenge Go Global as the real party in interest. Each has
11 argued that under the July 20 -- excuse me, July 30, 2013
12 assignment of contract, Go Global assigned its interest under
13 the purchase agreement to the Alexander Christopher Trust.
14 These arguments were understandable as the adversary complaint
15 discloses neither the original assignment from Go Global to the
16 Alexander Christopher Trust nor the November 17, 2014
17 assignment of contract from the Alexander Christopher Trust
18 back to Go Global.

19 However, Go Global has attached the 2014 assignment
20 from the trust to Go Global to its opposition of both motions.
21 The introduction of the assignment is outside the scope of the
22 motion to dismiss and technically transforms it into one
23 summary judgment under Federal Rule of Civil Procedure 12(d)
24 made applicable by Federal Rule of Bankruptcy Procedure
25 7012(b).



1 TELD and Eldorado Hills simply argue that the
2 assignment is fraudulent without any development of that
3 argument. Rogich challenges the authenticity and admissibility
4 of the November 17, 2014 assignment of contract. It argues
5 that the declarations submitted by Mr. Huerta to authenticate
6 the document is invalid, as it is made upon information and
7 belief rather than the personal knowledge required by Rule
8 56(c)(4) and 28 U.S.C. 1746.

9 Mr. Huerta declares in the declaration under penalty
10 of perjury that his declaration is true and correct to the best
11 of his knowledge. ECF Number 37 at page 2. In so doing, he
12 violates the provisions of Section 1746 which require an
13 unsworn declarant to unqualifiedly state that the information
14 is true and correct. Satterwhite vs. Dy, 2012 WL 748287 at
15 page 2 (W.D. Wash., March 5, 2012).

16 However, Mr. Huerta's declaration also states that,
17 "I have personal knowledge of the facts set forth herein." ECF
18 Number 37, page 32. Additionally he states that the attached
19 assignment is a true and correct copy; Id.

20 While Mr. Huerta's declaration is improper and the
21 content ambiguous regarding his personal knowledge, this is not
22 fatal on summary judgment.

23 The Ninth Circuit has instructed that:

24 "In determining admissibility for summary judgment
25 purposes, it is the contents of the evidence rather



1 than its form that must be considered."

2 Fraser vs. Goodale, 342 F.3d 1032 at 1036 through
3 1037 (9th Cir. 2003).

4 "If the contents of the evidence could be presented
5 in an admissible form at trial, those contents may be
6 considered on summary judgment." Id.

7 See also Federal Rule of Civil Procedure 56(c)(2).

8 Because it appears that the most recent assignment of
9 contract could be authenticated at trial by Mr. Huerta, the
10 Court finds that there is a genuine issue of material facts
11 surrounding Go Global's rights under the 2008 purchase
12 agreement and its ability to maintain the instant action.
13 Therefore, the motion to dismiss and the motion for summary
14 judgment must be denied as the defendants challenge regarding
15 Go Global as the real party in interest.

16 Two, claim preclusion: The moving defendants rely
17 upon Judge Allf's grant of partial summary judgment in the
18 state court action as bar to the present action. Again, the
19 procedural posture of the motion to dismiss is confused by
20 Defendant TELD's and Eldorado's reliance on matters beyond the
21 face of the complaint, including not in the least Allf's
22 rulings.

23 Because Defendants' motion for summary judgment --
24 because Defendant Rogich's motion for summary judgment runs
25 parallel to the motion to dismiss and properly raises the



1 factual matters necessary for resolution, the Court shall deem
2 the motion to dismiss as one for summary judgment under Rule 12
3 and combine that motion to Defendant Rogich's motion for
4 summary judgment as to the effect of the state court action.

5 Go Global maintains the defendants have failed to
6 satisfy all of the elements necessary for claims preclusion.
7 It argues that the parties are not the same and a dismissal in
8 the state court action cannot support claims preclusion.

9 Moreover, Go Global now asserts claims beyond those raised in
10 the state court action and emphasizes that these claims were
11 never adjudicated, and no decision has ever been entered on the
12 merits as to the newly-added claims or newly-added defendants.

13 Go Global also argues that Judge Allf erred in her
14 decision to judicially estop Mr. Huerta and Go Global from
15 pursuing collection of payments owed under the purchase
16 agreement because Mr. Rogich was not a creditor of either
17 bankruptcy estate.

18 Subsection A, Nevada law governs the preclusive
19 effect of Judge Allf's decision. To determine the preclusive
20 effect of a state court decision, this Court must first
21 identify whether federal or state law governs. It is clearly
22 established that the preclusive effect of a state court
23 judgment to federal proceedings is determined by reference to
24 the law of that state.

25 Marrese vs. American Academy of Orthopedic Surgeons,



1 470 U.S. 373 at 380 (1985). Gayden vs. Nourbakhsh, N-O-U-R-B-
2 A-K-H-S-H (In Re Nourbakhsh), 67 F.3d 798 at 801 (9th Cir.
3 1995). In Re Baldwin, 245 B.R. 131 at 134 (9th Cir. B.A.P.
4 2000). In Re Grossman, 538 B.R. 34 at 44 (Bankr. E.D. Cal.
5 2015). See also Christopher Klein, et al. Principles of
6 Preclusion and Estoppel in Bankruptcy Cases, 79 American
7 Bankruptcy Law Journal, 839 at 878 through 882, 2005.

8 All parties recognize Five Star Capital Corporation
9 vs. Ruby, 124 Nevada 1048, 194 P.3d 709 (2008) as the seminal
10 Nevada case on claims preclusion, sometimes referred to as "res
11 judicata." In Five Star, the Nevada Supreme Court
12 acknowledging that although claim preclusion and issue
13 preclusion are related and often confused, they serve different
14 purposes. The Court examined how its prior decisions have
15 blurred these separate legal doctrines. Underlying these prior
16 decisions, however, the court recognized that, "A valid and
17 final judgment on a claim precludes a section action on that
18 claim or any part of it." Id. at 1052, 194 P.3d at 712
19 (quoting University of Nevada vs. Tarkanian, 110 Nevada 581,
20 599 879 P.3d 1180 at 1191, 1994).

21 Because claims preclusions has a broader reach than
22 issue preclusion, it "embraces all grounds of recovery that
23 were asserted in a suit, as well as those that could have been
24 asserted." Id. at 1053, 194 P.3d at 712 (quoting Tarkanian 110
25 Nevada at 599 879 P.3d at 1191).



1 Concerned that certain of its precedents had adopted
2 a test that "overly rigid in light of purposes of claims
3 preclusion previously established by this Court," the Nevada
4 Supreme Court adopted the following three-part test to
5 determine whether a second action was barred under the doctrine
6 of claim preclusion:

7 "(1) the parties or their privies are the same, (2)
8 the final judgment is valid, and (3) the subsequent
9 action is based on the same claims or any part of
10 them that were or could have been brought in the
11 first case."

12 Id. at 1054, 194 P.3d at 713.

13 In contrast, the Nevada Supreme Court clarified the
14 test for issue preclusion, also referred to as 'collateral
15 estoppel.' In doing so, it specifically recognized and adopted
16 the requirement that the issue to be precluded from re-
17 litigation had to be actually and necessarily litigated. Id.
18 at 1055, 194 P.3d at 713, as revised by Five Star. To
19 establish issue preclusion, the moving party must show:

20 "(1) the issue decided in the prior litigation must
21 be identical to the issue presented in the current
22 action, (2) the initial ruling must have been on the
23 merits and have become final, (3) the party against
24 whom the judgment is asserted must have been a party
25 or in privity with a party to the prior litigation,



1 and (4) the issue was actually and necessarily
2 litigated." Id.

3 The Court's application of the test for claim
4 preclusion in Five Star is illustrative. There, the plaintiff
5 had sued for specific performance of a contract to purchase
6 real property. When the plaintiff's counsel failed to appear
7 for a calendar call, the District Court dismissed the case
8 pursuant to local rule. The plaintiff did not appeal
9 dismissal. Instead, it filed a second action against the same
10 party, again seeking specific performance, but also adding a
11 claim for breach of contract. The defense successfully moved
12 for summary judgment that the prior judgment precluded the
13 section action.

14 Applying the revised test, the first element, that
15 the parties to the second action were the same or privity as
16 those involved in the first case, was uncontested. The parties
17 in both actions were identical.

18 As in this instant case, the plaintiff appellant
19 argued that the judgment in the first case did not preclude its
20 second action because the dismissal was not entered on the
21 merits, and therefore the second element was not met.

22 The court considered this challenge. In a footnote,
23 it recognized that:

24 "While the requirement of a final judgment does not
25 necessarily require a determination on the merits, it



1 does not include a case that was dismissed without
2 prejudice or for some reason (jurisdiction, venue,
3 failure to join a party) that is not meant to have
4 preclusive effect."

5 Id. at 317, Note 27 (citing generally 19 Moore's
6 Federal Practice Section 131.30(3)(a) Third Edition 2008,
7 Restatement Second Judgments Section, 19, a, Section 20, 1982,
8 NRCP 41B).

9 However, Nevada Rule of Civil Procedure 41(b) defined
10 the operative effect of the dismissal presented before it. The
11 rule provides in relevant part that, quote:

12 "Unless the court, in its order for dismissal,
13 otherwise specifies, a dismissal under this
14 subdivision and a dismissal not provided for in this
15 rule other than a dismissal for failure to join a
16 party under Rule 19 operates as an adjudication upon
17 the merits."

18 Because the dismissal was for a failure to appear, it
19 operated as adjudication upon the merits under Rule 41(b).
20 Based upon the language of that rule, the court held that,
21 "dismissal in the first suit is properly considered a final
22 judgment for claims preclusion purposes." Five Star, 124
23 Nevada at 1058, 194 P.3d at 715.

24 Five Star also argued that claim preclusion was
25 improper because the second action included a claim for breach



1 of contracts, whereas the first action had only sought specific
2 performance. The Nevada Supreme Court summarily rejected this
3 argument in light of the expansive reach of claim preclusion.

4 Block quote:

5 "As explained above, claim preclusion applies to
6 prevent a second suit based on all grounds of
7 recovery that were or could have been brought in the
8 first suit. Since the second suit was based on the
9 same facts and alleged wrongful conduct of Ruby as in
10 the first suit, the breach of contract claim could
11 have been asserted in the first suit. As a result,
12 claim preclusion applies and the District Court
13 properly granted summary judgment in favor of Ruby."
14 Id.

15 The above discussion of the Five Star decision and
16 the Nevada Supreme Court's application of claim preclusion
17 precludes one of Go Global's major defenses to preclusion of
18 its claims in light of Judge Allf's prior decision. Go Global
19 has repeatedly stressed and argued that claim preclusion is
20 improper in this instance because the claims for civil
21 conspiracy, violation of fiduciary duties, and aiding and
22 abetting that violation of fiduciary duties was never actually
23 raised or litigated before the state court.

24 Under the Nevada Supreme Court's restated and
25 clarified test in Five Star, it is imperative that the movant



1 show that the issues in the first and second case are identical
2 and actually necessarily litigated in the first case to
3 establish issue preclusion. No such requirement exists for
4 claim preclusion.

5 Whereas issue preclusion focuses upon the issues
6 litigated, claims preclusion directs its attention to the
7 parties and the claims that were or could have been brought in
8 that first action from a common set of operative facts. Any
9 and all claims emanating from that set of facts litigated to
10 final judgment in the first action are precluded from
11 relitigation in a second action between the same parties or
12 their privies, regardless of whether they were actually
13 litigated in the first.

14 The Nevada Supreme Court addressed this in its --
15 another block quote:

16 "Thus, while claim preclusion can apply to all claims
17 that were or could have been raised in the initial
18 case, issue preclusion only applies to issues that
19 were actually and necessarily litigated and on which
20 there was a final decision on the merits. The reason
21 for this distinction is because claim preclusion
22 applies to preclude an entire second suit that is
23 based upon the same set of facts and circumstances as
24 the first suit, while issue preclusion as stated in
25 LaForge applies to prevent relitigation of only a



1 specific issue that was decided in a previous suit
2 between the parties, even if the second suit is based
3 on different causes of action in different
4 circumstances."

5 Id. at 1055 194 P.3d at 713 through 714, internal
6 citation omitted.

7 Accordingly, claims preclusion does not require that
8 the movant establish specific issues were actually and
9 necessary litigated.

10 B, abdication of the instant case. Go Global has
11 sued Rogich, TELD, Imitations, Eldorado Hills in the instant
12 action to recover payments due under the 2008 purchase
13 agreement between Mr. Huerta, Go Global and Rogich. Go Global
14 sues Rogich for breach of the purchase agreement, breach of the
15 covenant of good faith and fair dealing in regard to the
16 performance of obligations under the purchase agreement, and
17 negligent misrepresentation, though it has cast this claim to
18 include the possibility of fraud as well.

19 Additionally, Go Global has added a claim against
20 Rogich for breach of fiduciary duty to deprive the plaintiff
21 any consideration of compensation after plaintiff acquiesced to
22 Rogich's request that it surrender its interest in Eldorado.
23 Adversarial complaint at Paragraph 48.

24 Go Global asserts a separate cause of action against
25 TELD, Imitations, and Eldorado Hills for aiding and abetting



1 Rogich in the breach of fiduciary duty to deprive it of
2 compensation. Id. at Paragraph 53.

3 Finally, Go Global includes a claim for civil
4 conspiracy against TELD, Imitations, and Eldorado Hills
5 conspiring with Rogich to deprive it of compensation due under
6 the purchase agreement.

7 Subsection 1: The parties are the same or are in
8 privity to the parties in the first action. To preclude Go
9 Global from maintaining its current action, the parties in this
10 action must be the same or in privity with those in the state
11 court action. Five Star, 124 Nev. at 1054, 194 P.3d at 715.

12 The parties in the first action were Carlos Huerta
13 and the Alexander Christopher Trust as plaintiffs and Rogich
14 and Eldorado Hills as the named defendants. In the instant
15 action, Go Global is the sole plaintiff. Rogich and Eldorado
16 Hills are again named as defendants, but TELD and Imitations
17 are named as defendants, as well.

18 While Rogich and Eldorado Hills were defendants in
19 both actions, the plaintiffs have changed and additional
20 defendants have been added.

21 Subparagraph 1: Plaintiffs are in privity. Based
22 upon the prior discussion of Go Global's assignment contract,
23 for purposes of summary judgment the Court assumes the
24 Alexander Christopher Trust assigned its interest under the
25 purchase agreement back to Go Global shortly after Judge Allf's



1 ruling on partial summary judgment and before the commencement
2 of the case. The assignment contract precludes dismissal for
3 lack of standing, but by the same token, it also conclusively
4 establishes Go Global's privity with the Alexander Christopher
5 Trust for purposes of preclusion.

6 It is (indiscernible - recording malfunction) law
7 that an assignee is bound as one in direct privity to a prior
8 judgment against its assignor. In Paradise Palms v. Paradise
9 Homes, 87 Nev. 27 at 30 through 31, 505 P.2d 596 at 598 through
10 599 (1973). The Nevada Supreme Court held that privity exists
11 where a party, quote, "acquired an interest in a subject matter
12 affected by the judgment through one of the parties as by
13 inheritance, succession or purchase." See also Bower v.
14 Harrah's Laughlin, Inc., 125 Nev. 474, 81, 215 P.3d 709, 718
15 (2009). See also In Re Schimmels 127 F.3d 875, 881, 882 (9th
16 Cir. 1997).

17 "First a non-party who has succeeded to a party's
18 interest in property is bound by any prior judgment
19 against the party."

20 Go Global acquired its interest in present claims
21 through assignment by the Alexander Christopher Trust. Such
22 assignment establishes privity between the plaintiffs in two
23 actions as a matter of law.

24 Subsection 2, defendants: No discussion was offered
25 as to the nexus between the defendants in the two actions.



1 Presumably, this is because Rogich and Eldorado Hills were
2 defendants in both actions, clearly satisfying the requirements
3 as to them. Defendants TELD and Imitations, however, were not
4 parties to the state court action. This fact is noted in in
5 passing in Go Global's Opposition to Motion to Dismiss
6 Complaint, ECF Number 75 at page 10.

7 It was again raised in oral argument, yet there is no
8 discussion regarding TELD's or Imitations' relationship with
9 Rogich or Eldorado Hills. The Court therefore cannot rule on
10 whether TELD was in privity with the defendants in the state
11 court action.

12 This does not end the Court's inquiry, however. Any
13 concerns as to privity among the defendants and to application
14 of claims preclusion, given the introduction of TELD and
15 Imitation into this litigation, were resolved by the Nevada
16 Supreme Court's recent decision at Weddell v. Sharp, 350 P.3d
17 80 (D. Nev. 2015). That decision was entered on May 28, 2015,
18 prior to oral argument in this matter. The rehearing of the
19 Supreme Court decision was not denied until July 23, 2015,
20 roughly a month after oral argument. In Weddell, the Nevada
21 Supreme Court adopted the doctrine of non-mutual claim
22 preclusion.

23 I find that this doctrine supports application of
24 claims preclusion in this case, subject to Go Global being
25 given an opportunity to present a good reason for not bringing



1 the claims in the state court action.

2 Nonmutual claim preclusion prevents parties from
3 relitigating the same core facts for same claims against new
4 defendants.

5 "Non-mutual claim preclusion is designed to obtain
6 finality and promote judicial economy in situations
7 where civil procedure rules governing non-compulsory
8 joinder, permissive counterclaims, and permissive
9 cross-claims fall short." Id. at 81.

10 In Weddell, two business partners engaged a panel of
11 attorneys to resolve various business debts informally through
12 alternative dispute resolution. The panel entered a decision
13 largely adverse to appellant Weddell. The other party
14 instituted an action to validate the panel's decision. Weddell
15 answered and counterclaimed against his business partner.
16 Judgment was entered confirming the arbitration.

17 Roughly two years later, Weddell sued the panel
18 members for their actions in the dispute resolution process.
19 The District Court dismissed the action in light of the prior
20 action, even though the panelists were not parties in the
21 original suit.

22 On appeal, the Nevada Supreme Court concluded that
23 the relationship between the prevailing business partner and
24 the panel did not fall within the official definition for
25 privity, which had been limited to where the litigant had,



1 quote:

2 "Acquired an interest in the subject matter affected
3 by the judgment through one of the parties, as by
4 inheritance, succession or purchase."

5 Id. at 82, citing Bower v. Harrah's Laughlin, Inc.,
6 125 Nevada 470, 481, 215 P.3d 709, 718 (2000).

7 Nor did the defense establish privity under the
8 doctrine of adequate representation adopted by the Nevada
9 Supreme Court in Alcantara v. Walmart Stores, Inc., 321 P.3d
10 912 at 917 through 918 (2014), and the Restatement (Second) of
11 Judgments Section 41.

12 Despite the lack of privity, the Court noted that the
13 claims in both actions, quote:

14 "Were premised upon the same alleged facts."
15 Weddell, 330 P.3d at 83.

16 Because the prior action has resulted in a valid
17 final judgment, quote:

18 "But for Five Star's privity requirement, appellant's
19 causes of action against respondents would be barred
20 by claims preclusion." Id.

21 Reflecting on its decision in Five Star, the Nevada
22 Supreme Court concluded that such result, quote:

23 "Reveals that Five Star's test for claims preclusion
24 does not fully cover the important principles of
25 finality and judicial economy that it intended to



1 capture." Id.

2 To address this deficiency, the Nevada Supreme Court
3 modified the privity requirement based upon its recognition
4 that implicit in its discussion of claims preclusion within
5 Five Star, quote:

6 "Generally, a party need not assert every conceivable
7 claim against every conceivable defendant in a single
8 action." Id.

9 To more appropriately address those principles of
10 finality and judicial economy, Weddell expanded the privity
11 requirement for purposes of claims preclusion to require,
12 quote:

13 "The parties and their privities must be the same in
14 the instant lawsuit as they were in the previous
15 lawsuit, or the defendant can demonstrate that he or
16 she should have been included as a defendant in the
17 earlier suit and the plaintiff fails to prove a 'good
18 reason' for not having done so." Id. at 85.

19 In revising the test for privity, the Nevada Supreme
20 Court was persuaded by instances where federal courts had
21 applied claims preclusion in the absence of privity.
22 Specifically, the Court discussed the First Circuit's decision
23 in Airframe Systems, Inc. v. Raytheon Company, 601 F.3d 9,
24 pages 11 through 14, (1st Cir. 2010) and the Third Circuit's
25 decision in Gambocz v. Yelencsics, 468 F.2d 837 (3d Cir. 1972).



1 In Airframe Systems, the plaintiff had sued a parent
2 company and one of its subsidiaries for copyright infringement.
3 After the case was dismissed, the plaintiff initiated a second
4 action against the former parent of the subsidiary to cover an
5 earlier period of the same alleged infringement. The second
6 action was precluded despite the lack of privity based upon the
7 close and significant relationship between the companies and
8 the plaintiff's efforts to use the present and former parent
9 company as proxies for the subsidiary.

10 The Third Circuit also precluded a later action
11 against new defendants in Gambocz, again despite the absence of
12 privity. There, the plaintiffs sued several individuals for
13 conspiring to thwart his efforts to become mayor. After that,
14 the case was dismissed. The plaintiff filed a second action
15 against the same defendants for the same actions, but added
16 additional defendants.

17 The Third Circuit also applied the close and
18 significant relationship standard, and as read by the Nevada
19 Supreme Court found that a sufficient relationship existed to
20 support claim preclusion, quote:

21 "In light of the fact that the newly named defendants
22 had allegedly participated in conspiracy with the
23 previously named defendants and were even mentioned
24 in Gambocz's complaint in the first lawsuit."
25 Weddell, 350 P.3d at 84.



1 Here, defendants TELD, Eldorado Hills, and Imitations
2 were involved in the underlying actions raised in the original
3 action. TELD was the entity to whom Rogich transferred his
4 interests in Eldorado Hills. Adversary Complaint Paragraph 30.

5 Imitations is the entity in which Rogich received
6 ownership in exchange for transferring its interest in Eldorado
7 Hills to TELD. Id. at Paragraph 32.

8 The transfer in general, and TELD and Eldorado Hills
9 in particular, are discussed at length in the complaint
10 commencing the state court action. The centerpiece of that
11 complaint is the allegation that Rogich's transfer of its
12 interest in Eldorado Hills to TELD, quote:

13 "Breached the agreement and made it impossible for
14 Huerta and Go Global to receive their rightful return
15 of the debt."

16 First Amended Complaint, state court action,
17 Paragraph 13. See also Paragraph 23.

18 Now, Go Global seeks to hold TELD, Imitations, and
19 Eldorado Hills liable for their participation and involvement
20 in the very same transfer by which it alleges that Rogich
21 breached the Purchase Agreement. It is inescapably clear that
22 Go Global seeks to hold the new defendants for variations of
23 liability emanating from the same operative act, the transfer
24 of interest from Rogich to TELD, and Rogich's interest of
25 Eldorado Hills.



1 The first amended complaint in the state court action
2 details TELD's and Eldorado Hills's involvement in the
3 transfer, placing it beyond dispute that these defendants and
4 their involvement were clearly known to the plaintiffs when the
5 state court action was litigated.

6 TELD and Eldorado Hills have demonstrated that they
7 should have been included as defendants in the state court
8 action, thereby bringing themselves within the purview of
9 Nevada's doctrine of nonmutual claim preclusion as set forth in
10 Weddell.

11 However, as alluded to previously, summary judgment
12 on this element for claim preclusion is proper only if Go
13 Global cannot provide a good reason for failing to include the
14 new defendants in the state court action.

15 Because the Weddell decision was not entered until
16 after oral argument, Go Global was unaware of the standard to
17 be applied. For this reason, the Court will not enter summary
18 judgment on this element or claim preclusion at this time.
19 Instead, it will give Go Global until December 9, 2015 to file
20 a supplemental brief to address this limited point, namely the
21 reasons for not bringing the claims it now asserts against
22 TELD, Eldorado Hills, and Imitations within the state court
23 action.

24 TELD, Eldorado Hills, and Imitations may file a reply
25 to Go Global's briefing by December 23, 2015, at which time the



1 matter will be deemed submitted without further oral argument.

2 Subsection B, the final judgment is valid. Much of
3 Go Global's opposition to claim preclusion is focused on the
4 second element as set forth in Five Star, that there must be a
5 valid and final judgment in the first action. It argues that
6 no such judgment exists because the first action was dismissed
7 without prejudice.

8 Indeed, the Nevada Supreme Court adopted such a
9 position in Five Star where it noted that, quote:

10 "While the requirement of a final judgment does not
11 necessarily require determination on the merits, it
12 does not include a case that was dismissed without
13 prejudice or for some reason, jurisdiction, venue,
14 failure to join a party, that is not meant to have
15 preclusive effect."

16 Five Star, 120 Nev. 1054, 194 P.3d at 713, note 27.

17 Judge Gordon recently addressed this issue in Branch
18 Banking and Trust Company v. Rad, 2015 WL 5664393 (D. Nev. Sep.
19 24, 2015). Construing the preclusive effect of a prior state
20 court action having been dismissed without prejudice and citing
21 to Five Star, Judge Gordon also agreed that a dismissal without
22 prejudice does not constitute a final judgment for purposes of
23 claims preclusion. Id. at page 7.

24 Go Global further relies upon a Ninth Circuit
25 precedent for the proposition that the issue in question must



1 have been fully litigated to a final judgment on the merits in
2 order for the doctrine of claim preclusion to apply.

3 While the rule of law that Go Global argues is sound,
4 the facts underlying the argument are problematic. Go Global
5 never identifies a basis for its proposition that the state
6 court action was dismissed without prejudice.

7 The closest it comes that the Court has found is its
8 argument in its opposition to the motion for summary judgment,
9 ECF Number 36 at page 2, that states:

10 "While Judge Nancy Allf dismissed some of the claims
11 on procedural grounds in the Nevada District Court
12 case, Case Number A13-686303-C, the Nevada District
13 Court action, such claims were not dismissed with
14 prejudice, which is required for claims preclusion."

15 Defendant Rogich has submitted Judge Allf's order
16 granting partial summary judgment entered in the state court
17 action as Exhibit 6 to his motion for summary judgment. In it,
18 as the Court has previously cited, Judge Allf concludes her
19 order and provides:

20 "Wherefore, it is ordered that the Rogich Family
21 Irrevocable Trust Motion for Partial Summary Judgment
22 be and hereby is granted in the first, second and
23 third claims for relief of Carlos Huerta Individually
24 and as Trustee of the Alexander Christopher Trust are
25 dismissed." Id. at 3.



1 While the order dismisses the cause of action, it
2 does so only in furtherance of granting the motion for summary
3 judgment.

4 Defendant Rogich also submits a partial transcript of
5 the October 8, 2014 proceedings in the state court action as
6 Exhibit 5. The transcript itself is entitled, Reporter's
7 Partial Transcript of Proceedings, Defendant Sig Rogich Trustee
8 of the Rogich Family Irrevocable Trust Motion for Partial
9 Summary Judgment, Plaintiff's Opposition to Defendant's Motion
10 for Partial Summary Judgment, and Counter-motion for Partial
11 Summary Judgment, Plaintiff's Motion to Continue Trial on order
12 Shortening Time Ruling.

13 Judge Allf concludes in her oral ruling by stating
14 that, quote:

15 "This is a case that's very ripe for judicial
16 estoppel, and under the applicable case the law, the
17 motion is granted." Exhibit 5, page 3.

18 The clear evidence establishes that the state court
19 case was not dismissed, much less without prejudice. The State
20 Judge Allf held that Huerta and the Trust were judicially
21 estopped from pursuing their claim for recovery against Rogich
22 under the purchase agreement. Judicial estoppel, like the
23 issue of claim preclusion, is a substantive, affirmative
24 defense to liability. See generally Abara v. Alltech
25 Industries, Inc., 838 F.Supp.2d 995 at 997 (E.D. Cal. 2011).



1 See also Principles of Preclusion, 79 American Bankruptcy Law
2 Journal at 882.

3 Having adjudicated these affirmative defenses, Judge
4 Allf found for the defendant and dismissed the claims on
5 summary judgment. It is black letter law that judgment
6 resulting from a contested summary judgment constitutes a final
7 adjudication on the merits. Steen v. John Hancock Life
8 Insurance Company, 106 F.3d 904, 912 (9th Cir. 1997.) Brand v.
9 Rowland, 154 F.3d 952, 957 (9th Cir. 1998), quote: "A grant of
10 summary judgment as a final adjudication on the merits."

11 Maier v. GSI Lumonics, Inc., 433 F.3d 123, 127 (1st
12 Cir. 2005.) Lommen v. City of East Grand Forks, 97 F.3d 272 at
13 275, (8th Cir. 1996) construing Minnesota Law. In Re Griego,
14 64 F.3d 580, 584 through 585 (10th Cir. 1995) applying New
15 Mexico law. See also 18 Charles Alan Wright, Arthur R. Miller
16 and Edward H. Cooper, Federal Practice and Procedure,
17 Jurisdiction Section 4444, 1981.

18 Moreover, it bears mention that even if considering
19 dismissal, any such dismissal of the state court action was not
20 based upon Nevada Rule of Civil Procedure 41, nor was it based
21 upon lack of jurisdiction, improper venue, or a failure to join
22 a party. Therefore, it would operate as an adjudication upon
23 the merits pursuant to the specific language of Nevada Rule of
24 Civil Procedure 41(b).

25 Indeed, this is the basis on which the Nevada Supreme



1 Court upheld claims preclusion in Five Star, based upon the
2 first case dismissal for failure to comply with local rules.
3 Therefore, Judge Allf's grant of summary judgment based upon
4 the doctrine and the affirmative defense of judicial estoppel
5 constitutes a final adjudication on the merits.

6 Subsection C, this action is based on the same claims
7 that were or could have been brought in the state court action.
8 Claims are precluded under Nevada law only where, quote:

9 "The subsequent action is based upon the same claims
10 or any part of them that were or could have been
11 brought in the first case."

12 Five Star, 124 Nev. at 1054, 194 P.3d at 713.

13 The plaintiffs' later claims for contract damages
14 were precluded by a prior denial of specific performance
15 arising from the same contract in breach.

16 In Weddell, the defendant/counterclaim plaintiff in
17 an action that confirmed the validity of a dispute resolution
18 was barred from bringing a later action against the panel that
19 entered the challenged dispute resolution.

20 Mr. Huerta and the Alexander Christopher Trust
21 originally sued Rogich for breach of contract, breach of the
22 covenant of good faith and fair dealing, and negligent
23 misrepresentation, each arising from Rogich's transfer of his
24 interest in Eldorado Hills to TELD.

25 Go Global now asserts five causes of action in this



1 case. Three of the causes, again, are directed against Rogich
2 only and duplicate exactly the claims denied in the original
3 action: Breach of contract, breach of the covenant of good
4 faith and fair dealing, and negligent misrepresentation.

5 Though Go Global's sixth claim for relief is
6 denominated as one for fraud and/or negligent
7 misrepresentation, it does not differ materially in the
8 allegations contained or relief sought through that claim for
9 relief. Therefore, though Go Global has changed some of the
10 phraseology in its complaint, these three claims for relief are
11 identical to those raised in the state court action.

12 Go Global includes three additional claims for relief
13 not raised in the state court action. The first claim is
14 directed at all defendants for civil conspiracy. The civil
15 conspiracy claims allege only that the defendants conspired,
16 quote, "To deprive the plaintiffs of profits, consideration
17 and/or interests and have each taken action in conformity with
18 that purpose." Adversary complaint at Paragraph 40.

19 The consideration referred to is defined as, quote,
20 "Any consideration to be provided to the plaintiff under the
21 express terms of the agreement." Id. at Paragraph 42.

22 The second and third claims for relief are related.
23 The second claim for relief is directed against Rogich for his
24 breach of fiduciary duty, whereas the third claim for relief is
25 directed at TELD, Imitations, Eldorado Hills' aiding and



1 abetting role, which is breach of fiduciary duty.

2 Go Global alleges that Rogich was a fiduciary and
3 that he relied upon him or it, quote, "to honor his agreement
4 on more than \$2 million of debt owed to him from defendant."
5 Id. at Paragraph 45.

6 Rogich is alleged to have breached that duty by
7 conspiring to deprive Go Global of consideration or
8 compensation. Id. at Paragraph 48.

9 At the same time, by conspiring with Rogich, TELD,
10 Imitations, and Eldorado Hills are alleged to have
11 substantially assisted Rogich in his breach of fiduciary duty.
12 Id. at Paragraph 53.

13 This deprivation of consideration or compensation is
14 at the core of the alleged civil conspiracy and breach of
15 fiduciary claims and pertains to Rogich's transfer of his
16 interest in Eldorado Hills to TELD for which he is alleged to
17 have received his interest in Imitations.

18 The Rogich transfer serves as the operative act
19 supporting the claims for each and every claim of relief
20 asserted against Rogich in the state court action and against
21 every defendant in the present case. No other operative act
22 was alleged in Go Global's complaint. For this very reason,
23 Eldorado Hills and TELD figure prominently in the original
24 complaint in the state court action, as noted previously.

25 Imitations' sole connection, as discussed before, is



1 -- in the instant case, rested in the fact that Rogich
2 allegedly received ownership in it in exchange for the transfer
3 of Eldorado Hills to TELD. The present action is based upon
4 the same facts and alleged wrongful conduct that serves as the
5 basis of the state court action; namely that Rogich improperly
6 transferred his interest in Eldorado Hills and the resulting
7 failure to pay Go Global under the purchase agreement. The
8 additional claims could have been asserted in the state court
9 action.

10 In summary, the Court finds that all the elements of
11 preclusion exist such that Judge Allf's grant of partial
12 summary judgment in the state court action bars further
13 litigation of the claims presented against Defendants Rogich,
14 TELD, and Eldorado Hills, subject to the opportunity provided
15 to Go Global to present a good reason why such claims were not
16 raised in the state court action within the parameters and the
17 holding of Weddell v. Sharp.

18 Section 3, the motion to amend is futile. On June 5,
19 2015, shortly before oral argument on the pending motions to
20 dismiss and for summary judgment, Go Global filed its motion to
21 amend. It seeks to add a claim against TELD for actual
22 fraudulent transfer of Rogich's interest in Eldorado Hills and
23 a claim for offset or setoff of attorney's fees awarded to
24 Rogich in the state court action.

25 Go Global accurately observed that under Federal Rule



1 of Civil Procedure 15(a)(2), courts are directed to freely
2 grant relief to amend complaints. Foman v. Davis, 371 U.S. 178
3 at 182 (1962).

4 But amendment is not an automatic right. Courts must
5 review the proposed amendment to determine whether it, quote:

6 "Results from undo delays, made in bad faith, will
7 cause prejudice to the opposing party, or is a
8 dilatory tactic."

9 Chodos v. West Publishing, 292 F.3d 992 at 1003 (9th
10 Cir. 2002).

11 Courts may also deny leave to amend, quote:

12 "If amendment of the complaint would be futile."
13 Gordon v. City of Oakland, 627 F.3d 1092, 1094 (9th
14 Cir. 2010).

15 An amended claim is futile if it fails to state a
16 cause of action upon which relief may be granted or be subject
17 to dismissal. Miller v. Rykoff-Sexton, Inc., 845 F.2d 209 at
18 214 (9th Cir. 1988).

19 "A proposed amendment is futile only if no set of
20 facts can be proved under the amendment to the
21 pleadings that would constitute a valid and
22 sufficient claim or defense."

23 As one Court has cautioned, quote:

24 "These factors are not to be understood rigidly or
25 applied mechanically. Courts are instead counseled



1 to 'examine each cause upon its facts' and engage the
2 propriety of granting leave to amend accordingly."

3 SAES Getters SpA v. Aeronex, Inc., 219 F.Supp.2d 1081
4 at 1086 (S.D. Cal. 2002).

5 In this instance, the proposed claim for fraudulent
6 transfer arises from the same transfer of interest, Rogich's
7 transfer of its ownership interest in Eldorado Hills to TELD,
8 that formed the basis for their claims asserted in the state
9 court action and now is asserted and found to be barred in this
10 action. As such, a claim for fraudulent transfer would also be
11 barred under the Court's reasoning and interpretation of
12 Nevada's doctrine of claim preclusion. Amendment therefore
13 would be futile.

14 As to the proposed claim for setoff, Mr. Huerta and
15 the Alexander Christopher Trust owe Rogich attorney's fees from
16 the state court action. Go Global seeks to, quote:

17 "Set off the attorney's fees and costs paid or owing
18 to Rogich and the defendants arising from the state
19 court case."

20 ECF Number 68-3, Paragraph 100.

21 Presumably, the proposed setoff is against the debt
22 Go Global seeks to recover under the purchase agreement. Given
23 the circumstances of the case, I agree with the
24 characterization offered by Rogich, that this is merely a
25 disguised appeal of the fees awarded in the state court action.



1 This is particularly so given the allegations in the
2 proposed amended complaint in its eighth claim for relief
3 contesting the need for disclosure in the bankruptcy and
4 challenging Rogich's underlying rights to the award of the
5 attorney's fees in the state court action.

6 The state court judgment, including the award of
7 attorney's fees, is entitled to the full faith and credit in
8 this court pursuant to 28 U.S.C. Section 1738, and cannot be
9 reviewed by this Court.

10 However, there is a more fundamental problem with the
11 proposed setoff. Rogich has judgment against Mr. Huerta and
12 the Alexander Christopher Trust for attorney's fees in the
13 state court action. While the Alexander Christopher Trust
14 presumably assigned all rights, title and interest under the
15 purchase agreement back to Go Global, the attorney's fees award
16 is a separate judgment and does not arise out of the purchase
17 agreement.

18 The Alexander Christopher Trust cannot simply assign
19 away its liability or alter Rogich's right to collect its
20 attorney's fees from it. The Alexander Christopher Trust
21 remains liable to Rogich for the attorney's fees. Go Global
22 does not. As such, there is no mutuality of obligations to
23 support any setoff.

24 Go Global has not addressed this fact either in their
25 complaint or the briefing in support of the motion to amend,



1 nor has any party presented the Court with any Nevada law on
2 setoff. However, bankruptcy courts are well familiar with the
3 concept and the requirements of mutuality inherent in setoff.
4 See 11 U.S.C. Section 553(a).

5 Therefore, it is the Court's conclusion that any
6 amendment to add a claim for setoff based upon the debt owed by
7 the Alexander Christopher Trust and the putative right to
8 collect funds under the Purchase Agreement assigned and now
9 held by Go Global would be futile for lack of mutuality.

10 For these reasons, the Court denies the motion to
11 amend as futile. With this, this concludes the Court's oral
12 ruling.

13 I would like to note, though, while still on the
14 record, that the Court is at a loss at what this ruling means
15 for Defendant Imitations, which did not participate in either
16 the motion to dismiss or the motion for summary judgment.

17 I think that the easy answer is that this matter can
18 be addressed within the supplemental briefing time parameters
19 that I set out for Go Global to advise the Court as to the good
20 reasons that would support it not naming the defendants -- the
21 additional defendants in the state court action under Weddell
22 v. Sharp, and the reply that is provided for the moving
23 defendants. I also think that this will allow really any
24 additional time that may be needed for other motions in this
25 matter.



1 I want to note that I'm aware obviously that this
2 transits the upcoming holiday season, and I am not tied to
3 these deadlines. The parties are free to move them by
4 stipulation as they see fit.

5 With that, I apologize for the length of time of
6 this. But is there any question regarding the Court's oral
7 ruling as to logistical nature and the supplemental briefing
8 that it is seeking as a result of this order?

9 MR. SCHWARTZ: If I may, Your Honor, this is Sam
10 Schwartz on behalf of Go Global.

11 THE COURT: Yes.

12 MR. SCHWARTZ: I just want to make sure I understand
13 your ruling, that after the supplemental briefing with respect
14 to the alternative defendants, you'll then decide whether the
15 case could go forward with respect to those parties. Is that a
16 fair statement of your ruling?

17 THE COURT: It is. I view it a little different,
18 from a different perspective. The Court is inclined to grant
19 claims preclusion absent Go Global carrying its burden under
20 Weddell v. Sharp to establish a valid reason for not including
21 them, and as such will enter the order consistent with the oral
22 ruling absent a showing of good cause.

23 MR. SCHWARTZ: Understood, Your Honor. Thank you.

24 MR. LIONEL: Your Honor, Sam Lionel. Does Your Honor
25 want a written order of any kind? Right now we have just what



1 Your Honor has stated.

2 THE COURT: Thank you, Mr. Lionel. I think that what
3 I will do is draft a very short order allowing -- setting out
4 the briefing deadlines for the reasons stated in the Court's
5 oral ruling. I'll prepare that so we don't have to wait for
6 signature and such, but that's all. So it will just request
7 additional ruling as indicated -- indicate that the matter will
8 be deemed submitted on conclusion of the briefing.

9 MR. LIONEL: Your Honor, we have a claim for
10 attorney's fees.

11 THE COURT: Thank you for bringing that up. I think
12 that -- you do have a claim for attorney's fees. I struggled
13 somewhat but not too much with that, Mr. Lionel, in that it was
14 raised, and properly raised, in the actual motion and then was
15 never discussed again. So obviously you did not know the
16 amount of your attorney's fees. What I would suggest is that
17 it just be folded into the time for the supplemental briefing
18 so that it can be addressed, as well.

19 I guess with that, if the parties really believe that
20 oral argument is necessary on the attorney's fees, you could
21 convince me to hold oral argument on the supplemental briefing,
22 if the parties desire. I am not sure that that is really
23 necessary, so I'll leave it to the parties to decide whether
24 they want to ask the Court to reconsider deeming the matter
25 submitted upon the conclusion of the briefing as to the



1 underlying motion to dismiss and subject.

2 MR. SCHWARTZ: Your Honor, this is Mr. Schwartz. I
3 guess I have two questions that come to mind. One, maybe it
4 makes sense for us both to comment on the attorney's fees in
5 our supplemental briefs. And then do you want any page limits
6 with to those briefs?

7 THE COURT: I'm going to trust counsel on the page
8 limits. I think that considerable ink has been spilled on
9 this. I hope I've demonstrated that I've tried to give this
10 matter considerable consideration and have spent a considerable
11 amount of time on this. So I'm looking for the arguments to be
12 sharp and focused on supplemental briefing.

13 As to the motion for attorney's fees, I would suggest
14 that it be handled separately from the supplemental briefing
15 because I don't think it necessarily crosses.

16 So, Mr. Lionel, how do you see that matter, since you
17 are the moving party for the attorney's fees?

18 MR. LIONEL: I will file something by the date you
19 gave, Your Honor, for Go Global. I see no need for any kind of
20 oral argument.

21 THE COURT: Okay. Thank you. All right. Unless
22 there is anything else then, I think that covers all the
23 matters that I wanted to address in addition to the Court's
24 oral ruling. Thank you very much. That will conclude the
25 proceeding and we'll be adjourned.



1 MR. LIONEL: Thank you.

2 THE COURT: Madam Clerk, I'll go ahead and
3 disconnect.

4 MR. SCHWARTZ: Thank you, Your Honor.

5 THE CLERK: All rise.

6 (Proceedings concluded at 3:54 p.m.)

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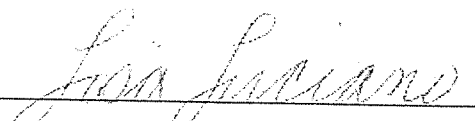
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C E R T I F I C A T I O N

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3 I, Lisa Luciano, court-approved transcriber, hereby
4 certify that the foregoing is a correct transcript from the
5 official electronic sound recording of the proceedings in the
6 above-entitled matter.

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10 LISA LUCIANO, AAERT NO. 327 DATE: November 18, 2015
11 ACCESS TRANSCRIPTS, LLC

C E R T I F I C A T I O N

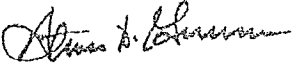
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17 I, Ilene Watson, court-approved transcriber, hereby
18 certify that the foregoing is a correct transcript from the
19 official electronic sound recording of the proceedings in the
20 above-entitled matter.

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24 ILENE WATSON, AAERT NO. 447 DATE: November 18, 2015
25 ACCESS TRANSCRIPTS, LLC



EXHIBIT 6


CLERK OF THE COURT

ORD
Samuel S. Lionel, NV Bar No. 1766
slionel@lionelsawyer.com
LIONEL SAWYER & COLLINS
300 South Fourth Street, 17th Floor
Las Vegas, Nevada 89101
Telephone: (702) 383-8884
Fax: (702) 383-8845
Attorneys for Defendant

DISTRICT COURT
CLARK COUNTY, NEVADA

CARLOS A. HUERTA, an individual;
CARLOS A. HUERTA as Trustee of THE
ALEXANDER CHRISTOPHER TRUST, a
Trust established in Nevada as assignee of
interests of GO GLOBAL, INC., a Nevada
corporation; NANYAH VEGAS, LLC, a
Nevada limited liability company,

Plaintiffs,

v.

SIG ROGICH aka SIGMUND ROGICH as
Trustee of The Rogich Family Irrevocable
Trust; ELDORADO HILLS, LLC, a Nevada
limited liability company; DOES I-X; and/or
ROE CORPORATIONS I-X, inclusive

Defendants.

Case No. A-13-686303-C

Dept. XXVII

ORDER GRANTING PARTIAL
SUMMARY JUDGMENT

AND RELATED CLAIMS

ORDER GRANTING PARTIAL SUMMARY JUDGMENT

I.

UNDISPUTED MATERIAL FACTS

1. In March 2010, Carlos Huerta, Christine H. Huerta (collectively "Huerta") and Go Global, Inc. ("Go Global") filed voluntary Bankruptcy Petitions in the United States Bankruptcy Court for the District of Nevada ("the Huerta Bankruptcy").
2. On July 22, 2013, an Order Confirming Third Amended Joint Chapter 11 Plan of Reorganization of Go Global, Inc., Carlos and Christine Huerta was duly entered in the Huerta Bankruptcy.
3. On November 7, 2012, Huerta and Go Global wrote The Rogich Family Irrevocable Trust ("Rogich Trust") claiming that because the Rogich Trust had transferred its membership interest in Eldorado Hills, LLC, it was in breach of the Purchase Agreement between the parties and offered mediation, the Purchase Agreement prerequisite to litigation.
4. On April 4, 2011, Huerta and Go Global filed a Joint Disclosure Statement in the Huerta Bankruptcy. The statement did not identify or mention the Purchase Agreement or the Rogich Trust.
5. Huerta and Go Global filed Amended Disclosure Statements on January 17, 2013, March 8, 2013 and April 8, 2013. None of those statements identify or mention the Purchase Agreement, any relationship between Huerta, Go Global and the Rogich Trust, any receivable or other indebtedness of the Rogich Trust, any liquidation analysis identifying or identifying a possible claim against the Rogich Trust. The Huerta and Go Global Plan also does not identify or mention any such information.
6. Disclosure Statements inform creditors how they will be paid and are used by creditors to determine whether or not to accept a Plan of Reorganization. The creditors of Huerta and Go Global were never informed there was a receivable from the Rogich Trust to be collected.

1 7. On November 7, 2012, when Huerta and Go Global sent their letter to the Rogich Trust,
2 Huerta and Go Global were aware that they had a claim against the Rogich Trust.

3 8. On June 18, 2013, Carlos Huerta filed a Declaration, under oath that stated in paragraph 4
4 thereof:

5 "In connection with confirmation of the Plan, I reviewed the Plan (as amended),
6 Disclosure Statement (as amended) and all related exhibits thereto. The statements in those
7 documents are true and accurate..." *N/A THIS Declaration allowed Huerta & Go Global to confirm a Ch. 11 Plan 7/22/13*

8 10. On July 30, 2013, Huerta and Go Global assigned to the Alexander Christopher Trust "all
9 money, assets or compensation remaining to be paid pursuant to the Purchase Agreement
10 or from any act of recovery seeking to enforce the obligations of the parties thereto.
11 Carlos Huerta and Christine Huerta are the grantors of said Trust and Carlos Huerta is
12 the Trustee of said Trust.

13 11. On July 31, 2013, Carlos Huerta individually and as Trustee of said Trust filed this action
14 against The Rogich Trust to recover the sum of \$2,747,729.50 allegedly due under the
15 Purchase Agreement.

16 LEGAL DETERMINATION

- 17 1. On November 7, 2012, Huerta and Go Global were aware that they had a claim against
18 the Rogich Trust.
19 2. The said claim was not disclosed in Huerta's and Go Global's First Amended, Second
20 Amended or Third Amended Disclosure Statements.
21 3. The said claim was not disclosed in Huerta's and Go Global's Plan or their first, second or
22 third Amendments to the Plan.

23 WHEREFORE IT IS ORDERED that The Rogich Family Irrevocable Trust's Motion for
24 Partial Summary Judgment be, and is hereby granted and the First, Second and Third claims for
25 relief of Carlos A. Huerta, individually and as Trustee of the Alexander Christopher Trust are
26 dismissed.

27

1 AND WHEREAS on October 1, 2014, an Order Granting Partial Summary Judgment
2 dismissing Plaintiff Nanyah Vegas', LLC's Fourth claim for relief was duly entered.

3 AND WHEREAS all claims for relief alleged in the Amended Complaint have been
4 dismissed.

5 IT IS HEREBY ORDERED ADJUDGED AND DECREED that the Amended Complaint
6 herein, be, and it is, hereby dismissed.

7 DATED this 3 day of ^{November} ~~October~~, 2014.

8 Nancy L. Alf
9 DISTRICT COURT JUDGE

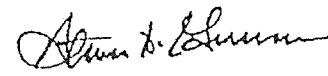
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11 SUBMITTED:
12 LIONEL SAWYER & COLLINS

13 By: [Signature]
14 Samuel S. Lionel
15 300 S. Fourth Street, #1700
16 Las Vegas, NV 89101
17 Attorneys for Defendant

18 APPROVED
19 McDonald Law Offices, PLC

20 By: _____
21 Brandon McDonald
22 2505 Anthem Village Dr., Suite E-474
23 Henderson, NV 89052
24 Attorney for Plaintiffs
25
26
27

EXHIBIT 7


CLERK OF THE COURT

JUDGE
Samuel S. Lionel, NV Bar No. 1766
slionel@fclaw.com
FENNERMORE CRAIG, P.C.
300 South Fourth Street, 14th Floor
Las Vegas, Nevada 89101
Telephone: (702) 791-8251
Fax: (702) 791-8252
Attorneys for Sig Rogich aka
Sigmund Rogich as Trustee of
The Rogich Family Irrevocable Trust

DISTRICT COURT
CLARK COUNTY, NEVADA

CARLOS A. HUERTA, an individual;
CARLOS A. HUERTA as Trustee of THE
ALEXANDER CHRISTOPHER TRUST, a
Trust established in Nevada as assignee of
interests of GO GLOBAL, INC., a Nevada
corporation; NANYAH VEGAS, LLC, a
Nevada limited liability company,

Plaintiffs,

v.

SIG ROGICH aka SIGMUND ROGICH as
Trustee of The Rogich Family Irrevocable
Trust; ELDORADO HILLS, LLC, a Nevada
limited liability company; DOES I-X; and/or
ROE CORPORATIONS I-X, inclusive

Defendants.

Case No. A-13-686303-C

Dept. XXVII

FINAL JUDGMENT

FINAL JUDGMENT

WHEREAS, an Order Granting Summary Judgment was duly entered on November 5,
2015 dismissing the Amended Complaint of Plaintiffs Carlos A. Huerta, individually, and as
Trustee of The Alexander Christopher Trust; and

<input type="checkbox"/> Voluntary Dismissal	<input checked="" type="checkbox"/> Summary Judgment
<input type="checkbox"/> Involuntary Dismissal	<input type="checkbox"/> Stipulated Judgment
<input type="checkbox"/> Stipulated Dismissal	<input type="checkbox"/> Default Judgment
<input type="checkbox"/> Motion to Dismiss by Def(s)	<input type="checkbox"/> Judgment of Arbitration

1 WHEREAS, an Order Granting Motion for Award of Attorneys' Fees was duly entered
2 on February 11, 2015 in favor of Defendant, The Rogich Family Irrevocable Trust, in the amount
3 of \$237,954.50 against said Plaintiffs; and

4 WHEREAS, on November 7, 2014, The Rogich Family Irrevocable Trust duly filed a
5 Memorandum of Costs and Disbursements in the amount of \$5,016.77; and

6 WHEREAS, the Plaintiffs did not file a Motion to Retax.

7 NOW THEREFORE IT IS ORDERED, ADJUDGED AND DECREED THAT the
8 Defendant, The Rogich Family Irrevocable Trust, be and is hereby awarded Final Judgment
9 against Plaintiffs Carlos A. Huerta, individually, and as Trustee of The Alexander Christopher
10 Trust, dismissing the Amended Complaint, with prejudice, together with the award of
11 \$237,954.50, for attorneys' fees, plus costs taxed in the amount of \$5,016.77.
12

13 Dated this 20 day of February, 2015.

14
15 Samuel S. Libnel
16 DISTRICT COURT JUDGE
17

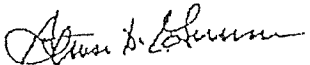
18 SUBMITTED by:
19 FENNEMORE CRAIG, P.C.

20 17th day of February, 2015

21 By: Samuel S. Libnel

22 Samuel S. Libnel
23 300 S. Fourth Street, #1400
24 Las Vegas, NV 89101
25 Attorneys for Defendant
26
27
28

EXHIBIT 8



CLERK OF THE COURT

ORD
Samuel S. Lionel, NV Bar No. 1766
slionel@lionsawyer.com
LIONEL SAWYER & COLLINS
300 South Fourth Street, 17th Floor
Las Vegas, Nevada 89101
Telephone: (702) 383-8884
Fax: (702) 383-8845
Attorneys for Defendant
Eldorado Hills, LLC

DISTRICT COURT

CLARK COUNTY, NEVADA

CARLOS A. HUERTA, an individual;
CARLOS A. HUERTA as Trustee of THE
ALEXANDER CHRISTOPHER TRUST, a
Trust established in Nevada as assignee of
interests of GO GLOBAL, INC., a Nevada
corporation; NANYAH VEGAS, LLC, a
Nevada limited liability company,

Case No. A-13-686303-C
Dept. XXVII

ORDER GRANTING PARTIAL
SUMMARY JUDGMENT

Plaintiffs,

v.

SIG ROGICH aka SIGMUND ROGICH as
Trustee of The Rogich Family Irrevocable
Trust; ELDORADO HILLS, LLC, a Nevada
limited liability company; DOES I-X; and/or
ROB CORPORATIONS I-X, inclusive

Defendants.

AND RELATED CLAIMS

ORDER GRANTING PARTIAL SUMMARY JUDGMENT

The Defendants Eldorado Hills, LLC ("Eldorado") having filed a Motion for Partial Summary Judgment and Plaintiff, Nanyah Vegas, LLC ("Nanyah"), having filed a Countermotion for Partial Summary Judgment and the parties having duly filed Memorandums of Points and Authorities in support of their respective motions and oppositions and the Court having heard oral argument on September 11, 2014 and good cause appearing, the court finds the undisputed material fact is and makes the legal determinations as follows:

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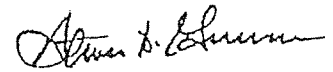
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EXHIBIT 9



CLERK OF THE COURT

1 NOTC

2 Samuel S. Lionel, NV Bar No. 1766

3 *slionel@lionelsawyer.com*

4 LIONEL SAWYER & COLLINS

5 300 South Fourth Street, 17th Floor

6 Las Vegas, Nevada 89101

7 Telephone: (702) 383-8884

8 Fax: (702) 383-8845

9 *Attorneys for Defendant*

10 DISTRICT COURT

11 CLARK COUNTY, NEVADA

12 CARLOS A. HUERTA, an individual;
13 CARLOS A. HUERTA as Trustee of THE
14 ALEXANDER CHRISTOPHER TRUST, a
15 Trust established in Nevada as assignee of
16 interests of GO GLOBAL, INC., a Nevada
17 corporation; NANYAH VEGAS, LLC, a
18 Nevada limited liability company,

19 Plaintiffs,

20 v.

21 SIG ROGICH aka SIGMUND ROGICH as
22 Trustee of The Rogich Family Irrevocable
23 Trust; ELDORADO HILLS, LLC, a Nevada
24 limited liability company; DOES I-X; and/or
25 ROE CORPORATIONS I-X, inclusive

26 Defendants.

27 AND RELATED CLAIMS

Case No. A-13-686303-C

Dept. XXVII

NOTICE OF ENTRY OF ORDER

28 NOTICE OF ENTRY OF ORDER GRANTING PARTIAL SUMMARY JUDGMENT

//

//

//

//

1 Notice is hereby given that on November 5, 2014 an Order Granting Partial Summary
2 Judgment was duly entered , a copy of which is attached here as Exhibit A.

3 Dated: November 6, 2014.

4
5 LIONEL SAWYER & COLLINS


6 By: /s/ Samuel S. Lionel
7 Samuel S. Lionel, NV Bar #1766
8 300 South Fourth Street, 17th Floor
9 Las Vegas, NV 89101
10 *Attorneys for Defendant*

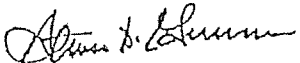
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12 **CERTIFICATE OF SERVICE**

13 Pursuant to Administrative Order 14-2, the undersigned hereby certifies that a true and
14 correct copy of the Notice of Entry of Order Granting Partial Summary Judgment was
15 electronically served on this 6th day of November, 2014 on the following:

16 Brandon McDonald
17 McDonald Law Offices, PLLC
18 2505 Anthem Village Drive, Ste. E-474
19 Henderson, NV 89052
20 Brandon@mcdonaldlawyers.com

21 Attorney for Plaintiff

22 
23 An Employee of Lionel Sawyer & Collins


CLERK OF THE COURT

ORD
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DISTRICT COURT
CLARK COUNTY, NEVADA

CARLOS A. HUERTA, an individual;
CARLOS A. HUERTA as Trustee of THE
ALEXANDER CHRISTOPHER TRUST, a
Trust established in Nevada as assignee of
interests of GO GLOBAL, INC., a Nevada
corporation; NANYAH VEGAS, LLC, a
Nevada limited liability company,

Plaintiffs,

v.

SIG ROGICH aka SIGMUND ROGICH as
Trustee of The Rogich Family Irrevocable
Trust; ELDORADO HILLS, LLC, a Nevada
limited liability company; DOES I-X; and/or
ROE CORPORATIONS I-X, inclusive

Defendants.

AND RELATED CLAIMS

Case No. A-13-686303-C

Dept. XXVII

ORDER GRANTING PARTIAL
SUMMARY JUDGMENT

ORDER GRANTING PARTIAL SUMMARY JUDGMENT

I.

UNDISPUTED MATERIAL FACTS

1. In March 2010, Carlos Huerta, Christine H. Huerta (collectively "Huerta") and Go Global, Inc. ("Go Global") filed voluntary Bankruptcy Petitions in the United States Bankruptcy Court for the District of Nevada ("the Huerta Bankruptcy").
2. On July 22, 2013, an Order Confirming Third Amended Joint Chapter 11 Plan of Reorganization of Go Global, Inc., Carlos and Christine Huerta was duly entered in the Huerta Bankruptcy.
3. On November 7, 2012, Huerta and Go Global wrote The Rogich Family Irrevocable Trust ("Rogich Trust") claiming that because the Rogich Trust had transferred its membership interest in Eldorado Hills, LLC, it was in breach of the Purchase Agreement between the parties and offered mediation, the Purchase Agreement prerequisite to litigation.
4. On April 4, 2011, Huerta and Go Global filed a Joint Disclosure Statement in the Huerta Bankruptcy. The statement did not identify or mention the Purchase Agreement or the Rogich Trust.
5. Huerta and Go Global filed Amended Disclosure Statements on January 17, 2013, March 8, 2013 and April 8, 2013. None of those statements identify or mention the Purchase Agreement, any relationship between Huerta, Go Global and the Rogich Trust, any receivable or other indebtedness of the Rogich Trust, any liquidation analysis identifying or identifying a possible claim against the Rogich Trust. The Huerta and Go Global Plan also does not identify or mention any such information.
6. Disclosure Statements inform creditors how they will be paid and are used by creditors to determine whether or not to accept a Plan of Reorganization. The creditors of Huerta and Go Global were never informed there was a receivable from the Rogich Trust to be collected.

1 7. On November 7, 2012, when Huerta and Go Global sent their letter to the Rogich Trust,
2 Huerta and Go Global were aware that they had a claim against the Rogich Trust.

3 8. On June 18, 2013, Carlos Huerta filed a Declaration, under oath that stated in paragraph 4
4 thereof:

5 "In connection with confirmation of the Plan, I reviewed the Plan (as amended),
6 Disclosure Statement (as amended) and all related exhibits thereto. The statements in those
7 documents are true and accurate..." *N/A THIS Declaration allowed Huerta & Go Global to confirm a Ch. 11 Plan 7/22/13*

8 10. On July 30, 2013, Huerta and Go Global assigned to the Alexander Christopher Trust "all
9 money, assets or compensation remaining to be paid pursuant to the Purchase Agreement
10 or from any act of recovery seeking to enforce the obligations of the parties thereto.
11 Carlos Huerta and Christine Huerta are the grantors of said Trust and Carlos Huerta is
12 the Trustee of said Trust.

13 11. On July 31, 2013, Carlos Huerta individually and as Trustee of said Trust filed this action
14 against The Rogich Trust to recover the sum of \$2,747,729.50 allegedly due under the
15 Purchase Agreement.

16 LEGAL DETERMINATION

17 1. On November 7, 2012, Huerta and Go Global were aware that they had a claim against
18 the Rogich Trust.

19 2. The said claim was not disclosed in Huerta's and Go Global's First Amended, Second
20 Amended or Third Amended Disclosure Statements.

21 3. The said claim was not disclosed in Huerta's and Go Global's Plan or their first, second or
22 third Amendments to the Plan.

23 WHEREFORE IT IS ORDERED that The Rogich Family Irrevocable Trust's Motion for
24 Partial Summary Judgment be, and is hereby granted and the First, Second and Third claims for
25 relief of Carlos A. Huerta, individually and as Trustee of the Alexander Christopher Trust are
26 dismissed.

27

1 AND WHEREAS on October 1, 2014, an Order Granting Partial Summary Judgment
2 dismissing Plaintiff Nanyah Vegas', LLC's Fourth claim for relief was duly entered.

3 AND WHEREAS all claims for relief alleged in the Amended Complaint have been
4 dismissed.

5 IT IS HEREBY ORDERED ADJUDGED AND DECREED that the Amended Complaint
6 herein, be, and it is, hereby dismissed.

7 DATED this 3 day of ^{November} October, 2014.

8 Nancy L. Allen
DISTRICT COURT JUDGE

10
11 SUBMITTED:
12 LIONEL SAWYER & COLLINS

13 By: [Signature]
14 Samuel S. Lionel
15 300 S. Fourth Street, #1700
16 Las Vegas, NV 89101
Attorneys for Defendant

17 APPROVED
18 McDonald Law Offices, PLC

19 By: _____
20 Brandon McDonald
21 2505 Anthem Village Dr., Suite B-474
22 Henderson, NV 89052
23 Attorney for Plaintiffs
24
25
26
27

1 AND WHEREAS on October 1, 2014, an Order Granting Partial Summary Judgment
2 dismissing Plaintiff Nanyah Vegas, LLC's Fourth claim for relief was duly entered.

3 AND WHEREAS all claims for relief alleged in the Amended Complaint have been
4 dismissed.

5 IT IS HEREBY ORDERED ADJUDGED AND DECREED that the Amended Complaint
6 herein, be, and it is, hereby dismissed.

7 DATED this ____ day of October, 2014.

8 DISTRICT COURT JUDGE

9
10
11 SUBMITTED:
12 LIONEL SAWYER & COLLINS

13 By: *[Signature]*
14 Samuel S. Lionel
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18 McDonald Law Offices, PLC
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EXHIBIT 10

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Attorneys for the Debtors

UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF NEVADA

In re:	)	CASE NO.: 10-14804-BAM
)	
Go Global, Inc.,	)	Chapter 11
)	
Carlos A. Huerta and Christine H. Huerta,	)	Joint Administration With:
	)	10-14456-BAM
Charleston Falls, LLC	)	11-27226-BAM
	)	11-28681-BAM
HPCH, LLC,)	
	)	Confirmation Hearing Dates: 6/19/2013 & 6/20/2013
Debtors.	)	Confirmation Hearing Time: 9:30 a.m.
)	

**THIRD AMENDED JOINT DISCLOSURE STATEMENT FOR THE PLAN OF REORGANIZATION OF
GO GLOBAL, INC., CARLOS A. HUERTA AND CHRISTINE H. HUERTA
CHARLESTON FALLS, LLC AND HPCH, LLC UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

The following chart lists the Debtors' estimated Administrative Claims and their proposed treatment under the Plan:

<u>TYPE</u>	<u>ESTIMATED AMOUNT OWED</u>	<u>PROPOSED TREATMENT</u>
Expenses Arising in the Ordinary Course of Business After the Petition Date	Current as of the date of filing of the Disclosure Statement.	Paid in full on the Effective Date of the Plan, or according to terms of obligation if later.
Professional Fees, as approved by the court	\$600,000.00	Paid in full on the Effective Date of the Plan.
Vendor Fees	\$0.00	Paid in full on or before the Effective Date of the Plan.
U.S. Trustee Fees	\$15,000.00	Paid in full on or before the Effective Date of the Plan.
TOTAL	\$615,000.00	

The Debtor(s) anticipate objecting to any administrative claims submitted by Anthem Forensics and/or Joe Leauanae (collectively "Anthem") as the Debtors believe that neither delivered anywhere near the services that they promised and Debtor(s) were left with no choice but to find a different expert to fulfill the work that Debtor(s) requested from Anthem. Debtors, prior to moving to another firm, repeatedly implored Anthem to complete the work in a satisfactory and complete manner, but Anthem refused to comply. The Debtors believe that Anthem should not receive payment due to these omissions.

Priority Tax Claims

Priority Tax Claims are unsecured income, employment and other taxes described by section 507(a)(8) of the Bankruptcy Code. Unless the Holder of such a section 507(a)(8) Priority Tax Claim agrees otherwise, it must receive the present value of such Claim, in regular installments paid over a period not exceeding 5 years from the Petition Date. As of the date of this Disclosure Statement, the Debtors do not have any Priority Tax Claims.

Secured Claims

Classes 1 through 2 shall be the Secured Claims of the Debtors' creditors, which shall comprise of the Debtors' secured unimpaired claims and secured impaired claims. Classes 1 and 2 are each subdivided, which Claims shall be treated as follows.

<u>Class #</u>	<u>Description</u>	<u>Impairment</u>	<u>Treatment</u>
Class 1(a)	Secured Claim of BMW Financial Services, LLC	Unimpaired	Paid in full in the amount of \$15,618.92, less any payments received after the Petition Date and applied to the principal balance and in accordance with the terms of the underlying loan documents

Class 1(b)	Secured Claim of Wells Fargo Bank, N.A. against the Debtors' property located at 8767 N. U.S. Highway 301, Wildwood, Florida, Loan Number: xxxxxxx1166-2	Unimpaired	Paid in full in the amount of \$619,969.10, less any payments received after the Petition Date and applied to the principal balance, and in accordance with the terms of the related note and mortgage by The Villages, LLC.
Class 1(c)	Secured Claim of Chase Home Finance, LLC against the Debtors' property located at 809 Lone Star Drive, Cedar Park, Texas 78613, Loan Number: xxxxxx7905	Unimpaired	Paid its indubitable equivalent in accordance with section 1129(b)(2)(A)(iii) by the Debtors' surrendering of the property to Chase Home Finance, LLC.
Class 1(d)	Secured Claim of Zions Bank against the Debtors' property located at 1370 Highway #20, Ashton, Idaho 83420, Loan Number: xxxxxx9001	Unimpaired	Paid in full in the amount of \$617,763.00, less any payments received after the Petition Date and applied to the principal balance, and in accordance with the terms of the related note and mortgage.
Class 2(a)	Secured Claim of Nevada State Bank against the Debtors' property located at 3060 E. Post Road, Suite 110, Las Vegas, Nevada 89120	Impaired	Subject to setoff under 11 U.S.C. § 533 for any recoveries against Nevada State Bank in the State Court Action, paid based on the allowed principal amount of its claim, or \$651,205.22, payable over 6 years from the Effective Date of the Plan, based on a 300-month amortization at an interest rate of 5.0%. Any amounts due and owing after 6 years shall be payable in one lump sum.
Class 2(b)	Secured Claim of Nationstar Mortgage, LLC against the Debtors' property located at 908 Harold Drive, Unit 22, Incline Village, Nevada 89451, Loan Number: xxxx3713	Impaired	Paid the allowed amount of its claim, or \$350,671.80, amortized at 5.0% over 30 years, as set forth in that certain stipulation between the parties and filed with the Court, Docket No. 423,
Class 2(c)	Secured Claim of Wells Fargo Bank, N.A. against the Debtors' property located at 711 Biltmore Way, Unit 302, Coral Gables, Florida 33134, Loan Number: xxxxxx4820	Impaired	Paid as agreed by the parties in that certain stipulation filed with the court, Docket no. 329, by the Debtors' surrendering of the property to Wells Fargo Bank, N.A.

Class 2(d)	Secured Claim of the Lionel Foundation against the Debtors' property located at Cabin 11 at Mt. Charleston Cabins Association, APN 129-36-101-009, Loan Number: xxxxxx1129	Impaired	Paid the allowed amount of its claim, or \$137,194.97, amortized at 1.0% over 30 years with interest-only payments for years 1 through 7, and in accordance with all other terms of its related note and mortgage.
Class 2(e)	Secured Claim of Aurora Loan Servicing, LLC against the Debtors' property located at 7229 Mira Vista Street, Las Vegas, Nevada 89120, Loan Number: xxxx6255	Impaired	Paid the allowed amount of its claim, or \$673,000.00, amortized at 5.0% over 30 years, as agreed by the parties in that certain stipulation filed with the Court, Docket No. 129 (Case No. 10-1446-BAM).
Class 2(f)	Secured Claim of Wells Fargo Bank against the Debtors' property located at 7229 Mira Vista Street, Las Vegas, Nevada 89120, Loan Number: xxxxx1998	Impaired	Paid in the amount equal to \$15,000.00, amortized over 20 years, with a 1-year maturity (balloon payment after the 12th monthly payment) at an interest rate of 3.0% per annum.

With respect to the Class 2(d) secured claim of the Lionel Foundation against Cabin 11 at Mt. Charleston, Paulson and the Paulson entities contest the Debtors' claim to ownership of Cabin 11 at Mt. Charleston Lodge or any other claims of cabin ownership at the Mt. Charleston Lodge by the Debtors.

Priority Claims

Class 3 shall include certain priority Claims that are referred to in sections 507(a)(1), (4), (5), (6) and (7) of the Bankruptcy Code and is Unimpaired. The Bankruptcy Code requires that each Holder of such a Claim receive Cash on the Effective Date of the Plan equal to the Allowed amount of such Claim. A Class of Holders of such Claims, however, may vote to accept different treatment. As of the date of this Disclosure Statement, the Debtors do not have any Priority Claims.

Allowed Unsecured Claims of Hugo R. Paulson and the Paulson Entities

Class 4 shall include the allowed unsecured claims of Hugo R. Paulson against the Debtors, which shall be subject to any right of setoff and/or recoupment that the Debtor(s) may have against Paulson or the Paulson Entities (collectively, the "Paulson Group") obtained via the Decision and Judgment entered on November 2, 2012 (Case 10-01334-bam). As the Debtors' Judgment against the Paulson Group greatly exceeds any allowed claims of the Paulson Group against the Debtors, any allowed claims of the Paulson Group shall be set off against the Judgment. Accordingly, the Paulson Group's claims are impaired and the Paulson Group shall have the right to vote to accept or reject the Debtors' Plan. The Debtors hereby reserve the right to object to all or a portion of the Paulson Group's claims against the Debtors, including but not limited to any claim amounts based on the Savino Litigation.

Moreover, Paulson recently testified at the 341 meeting of creditors in the Paulson Bankruptcy Cases that his SEP-IRA was collapsed in either 2009 or 2010. Paulson further confirmed this testimony at a recent 2004 examination in the Paulson Bankruptcy Cases. Importantly, Paulson sued the Debtors only in his capacity as trustee for the Hugo R. Paulson SEP-IRA in both the Waterstone Adversary and the Savino Litigation. The Debtors are currently analyzing the effect of the collapse of Paulson's SEP-IRA and the impact on Paulson's standing to assert claims against the Debtors on behalf of the SEP-IRA. Accordingly, the Debtors reserve the right to object to all or a portion of the Paulson Group's claims against the Debtors on behalf of the SEP-IRA. The legal effect of disbursing

all funds out of the SEP IRA on the pending and unpaid notes payable to the SEP IRA and on any other assets of the SEP IRA remains a legal issue to be further briefed and argued by Paulson at the confirmation hearing.

Allowed Unsecured Claims of Nevada State Bank

Class 5 shall include the allowed unsecured claims of Nevada State Bank in the approximate amount of \$653,000.00 against the Debtors, which shall be paid, subject to any right of setoff and/or recoupment that the Debtors may have against Nevada State Bank from recoveries obtained in the State Court Action, in full from the recoveries obtained by the Debtors from the Judgment against the Paulson Group, payable over 60 months in equal quarterly installments. Payments to the allowed unsecured claims of Nevada State Bank will not commence until the Debtors have collected no less than 40% of their Judgment against the Paulson Group.

General Unsecured Claims

General Unsecured Claims are not secured by property of the Estate and are not entitled to priority under section 507(a) of the Bankruptcy Code. The Debtors estimate that the General Unsecured Claims against the estate total approximately \$455,000.00

The following chart identifies the Plan's proposed treatment of Class Number 5, which contains the General Unsecured Claims against the Debtors:

Class #	Description	Impairment	Treatment
Class 6	General Unsecured Claims	Impaired	Allowed general unsecured claims shall receive, in full and final satisfaction of such allowed Class 6 claims, 100% of their allowed principal claims, which shall be paid out of the Debtors' recoveries from the Judgment against the Paulson Group, payable over 60 months in equal quarterly installments. Payments to allowed general unsecured claims will not commence until the Debtors have collected no less than 40% of their Judgment Against the Paulson Group.

If a holder of an allowed unsecured claim objects to confirmation of the Plan pursuant to Section 1129(a)(15) of the Bankruptcy Code, such creditor will be entitled to receive either (a) the value of the property to be distributed under the Plan, or (b) the projected disposable income of the Debtors (as set forth in Section 1325(b)(2) of the Bankruptcy Code) to be paid during the 5 year period beginning after confirmation of the Plan. As set forth above, the Debtors intend to pay 100% of all allowed unsecured claims, which shall be paid out of the Debtors' recoveries from the Judgment against the Paulson Group. In the alternative, an allowed unsecured claimant may elect to be paid its pro rata distribution of the Debtors' disposable income to be paid during the 5 year period beginning after confirmation of the Plan. The Debtors proposed disposable income, outside of any recoveries from the Judgment against the Paulson Group, is \$1,000.00 per month, as set forth in the Debtors' cash flow analysis, attached hereto as Exhibit C.

If no objections are filed to the Plan, the Debtors may elect to make no distributions to general unsecured creditors as allowed in Section 1129(a)(15) of the Bankruptcy Code.

Equity Interests of the Debtors

Equity Interest Holders are parties who hold an ownership interest (i.e., equity interest) in the Debtors and are classified here in Class 7. In a corporation, entities holding preferred or common stock are equity interest holders. In a partnership, equity interest holders include both general and limited partners. In a limited liability

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Electronically Filed
Jun 28 2016 09:35 a.m.
Tracie K. Lindeman
Clerk of Supreme Court

IN THE SUPREME COURT OF THE STATE OF NEVADA

CARLOS A. HUERTA, an individual; and GO	)	SUPREME COURT NO.: 70492
GLOBAL, INC., a Nevada corporation,)	
	)	District Court Case No.: A-13-686303-C
Appellants,)	
)	
vs.)	
)	
SIG ROGICH aka SIGMUND ROGICH as)	
Trustee of The Rogich Family Irrevocable)	
Trust; ELDORADO HILLS, LLC, a Nevada)	
limited liability company,)	
)	
Respondent.)	
)	

DOCKETING STATEMENT EXHIBITS A16-A21

CARLOS A. HUERTA, and GO GLOBAL, INC. (collectively, the “Appellants”) hereby file Exhibits A16-A21 of their docketing statement as follows:

1. Exhibit A-16: Opposition to Plaintiffs’ Motion for Reconsideration or Relief from Order Granting Motion for Partial Summary Judgment, filed March 7, 2016;
2. Exhibit A-17: Supplement to Opposition to Plaintiffs’ Motion for Reconsideration or Relief from Order Granting Motion for Partial Summary Judgment, filed March 14, 2016;
3. Exhibit A-18: Plaintiffs (A) Reply to Defendants’ Opposition to Motion for Reconsideration or Relief from Order Granting Motion for Partial Summary Judgment and (B) Request for Oral Argument, filed March 22, 2016;

4. Exhibit A-19: Plaintiffs' Supplement to Motion for Reconsideration or Relief from Order Granting Motion for Partial Summary Judgment, filed April 4, 2016;
5. Exhibit A-20: Order Denying Motion for Reconsideration or Relief from Order Granting Motion for Partial Summary Judgment, filed April 28, 2016; and
6. Exhibit A-21: Notice of Entry of Order Denying Motion for Reconsideration or Relief from Order Granting Motion for Partial Summary Judgment, filed April 29, 2016.

Dated June 27, 2016

/s/Samuel A. Schwartz

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Attorneys for Appellants

Carlos A. Huerta and Go Global, Inc.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was sent on June 27, 2016, via U.S. Regular Mail to the following:

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