Vol. II-d

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

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

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

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

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

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

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

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

B. The Plaintiffs Paid All Unsecured Creditors In Full.

The Evidence Demonstrates Plaintiffs' Creditors Were Paid in Full.

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

17. In addition to the two declarations filed with the Motion, attached hereto as **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

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

Plaintiffs' Creditors Were Not Prejudiced by any Failure to Disclose the Rogich Claim.

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

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

upon 7 "yes" votes and zero "no" votes for the Plaintiffs' Plan.

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

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

22. Importantly, the rest of the facts of the Glazier case regarding disclosure of the claim against Premium in the debtor's disclosure statement are directly on point. First, the claim against Premium was known to the debtor and not disclosed in the disclosure statement. Id. at *1-2. Second, Premium was not a creditor of the debtor, as its claim against the debtor was expunged. Id. at *1. Third, the debtor's confirmation order in Glazier vested all assets in the debtor post-confirmation. Id. at *3-4. Fourth, the Glazier court found disclosure of the claim against Premium would not have materially affected the way creditors voted on the debtor's plan because any recoveries against Premium would have been paid to secured creditors, not unsecured creditors. Id. at *4. Fifth, all unsecured creditors who voted on the debtor's plan accepted the plan. Id. Based on these facts, the Glazier court found:

> "[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."

Id. at *5.

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

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

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

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

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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.

"adequate information" within the meaning of section 1125 of the Bankruptcy Code. In fact, the Glazier court stated the following:

> In any event, the Bankruptcy Court approved GGI's disclosure statement by entering the Disclosure Statement Order, and such order is res judicata as to whether GGI's disclosure statement contained "adequate information" within the meaning of section 1125 of the Bankruptcy Code. Because Premium participated in GGI's Chapter 11 case, and failed to challenge the Disclosure Statement Order, Premium is precluded from collaterally attacking the Disclosure Statement Order in this Court.

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

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

> Q. Were you aware that Carlos filed Chapter 11 bankruptcy?
> A. Yes.
> Q. How did you find out about that?
> A. They noticed us. I mean, we received a notice in the mail.

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

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

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

28. Second, reconsideration of this Court's Partial Summary Judgment Order is necessary under NRCP 60(b)(5), as the judgment is void. Specifically, this Court is required to give full faith and credit to the Disclosure Statement Order, as the Bankruptcy Court is the proper jurisdiction to hear and determine all issues relating to the adequacy of information contained in the disclosure statement. 28 U.S.C. §§ 157, 1409; see also The Glazier Group v. Premium Supply Co., Inc., 2013 WL 1727155, *4-5 (N.Y. Sup. 2013) (finding the New York state court is required to give full faith and credit to the disclosure statement order of the bankruptcy court when determining all issues relating to the adequacy of information contained in the disclosure statement).

29. Accordingly, this Court did not give full faith and credit to the Disclosure Statement Order as required by federal law, and this Court lacked jurisdiction to even make a finding that the Disclosure Statement contained insufficient information in accordance with 11 U.S.C. § 1125. Because this Court did not give full faith and credit to the Disclosure Statement Order and lacked jurisdiction to enter a judgment contrary to the Disclosure Statement Order, this Court's prior Partial Summary Judgment Order is void.

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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

Creditor Name	Address	Account No.	Scheduled Amount	POC Number	POC Amount	Allowed Amount
American Express	*P.O Box 0001, Los Angeles, CA 90096*	*xxxxxxx3005*	*$ 3,000.00*			*Paid by Carlos*
Arie Fisher	16 Rashi Street, Ra'anana, Israel 43214		$ 41,200.00			Paid by Carlos
Bailus Cook & Kelesis	400 S. Fourth Street, Suite 300	xxxx31157	$ 4,800.14			Paid by Carlos
Bank of America	P.O. Box 26012 NC4-105-02-77, 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*	*Paid by Carlos*
Kolesar & Leatham	3320 W. Sahara Avenue, Suite 380, Las Vegas, Nevada 89102		$ 17,346.91	3	$ 16,174.50	***Paid by Carlos***
LL Bradford & Co.	8880 W. Sunset Road, Third Floor, Las Vegas, Nevada 89148		$ 6,000.00			Paid by Carlos
Nevada State Bank	*P.O. Box 990, Las Vegas, NV 89125*	*xxxx9002*	*$ 653,000.00*	*5, 17*	*$ 654,107.94*	*Paid by Carlos*
Ray Korohgli	*3055 Via Sarafina Avenue, Henderson, Nevada 89052*		*$ 154,900.00*			*Paid by Carlos*
ACS/Nelnet (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*			*Paid by Carlos*
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 3315€*		*$ 2,400.00*			*Paid by Carlos*
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*			*Paid by Carlos*
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*			*Paid by Carlos*
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*			*Paid by Carlos*
Sierra Vista Ranchos HOA	*P.O. Box 13044, Las Vegas, Nevada 89112*	*MV7004*	*$ 1,200.00*			*Paid by Carlos*
TOTAL:			**$ 1,072,156.37**		**$ 816,316.97**	**$ 118,658.67**

Exhibit B

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**

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

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

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

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.

CARLOS HUERTA

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. 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 an attorney and manager of Schwartz Flansburg PLLC ("SF"), and am licensed to practice law in the State of Nevada. I am counsel to Carlos Huerta and Go Global, Inc. in this matter, and served their bankruptcy counsel in their Chapter 11 cases. I make this declaration in support of the Plaintiffs' Reply to Defendants' Opposition to Motion for Reconsideration or Relief from Order Granting Motion for Partial Summary Judgment (the "Motion").

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

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

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

5. As of the date hereof, all checks have cleared SF's bank account, with the exception of one check to Bank of America in the amount of $260.00. SF expects that check to clear shortly.

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.

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

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

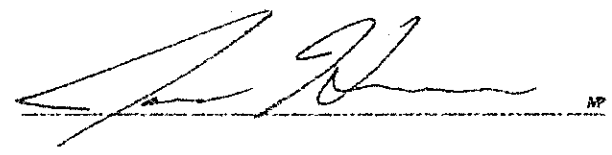
PAY TO THE ORDER OF Quantum Collections $ **138.00

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 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

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

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 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)

6623 Las Vegas Boulevard South, Suite 300, Las Vegas, Nevada 89119
Telephone: 702.385.5544 Facsimile: 702.385.2741

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 WORD VOID IN THE 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 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

THIS DOCUMENT CONTAINS A COLORED BACKGROUND ON WHITE

VING 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)

6623 Las Vegas Boulevard South, Suite 300, Las Vegas, Nevada 89119
Telephone: 702.385.5544 Facsimile: 702.385.2741

001204

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 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

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

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

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 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

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 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

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.

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 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.

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 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)

6623 Las Vegas Boulevard South, Suite 300, Las Vegas, Nevada 89119
Telephone: 702.385.5544 Facsimile: 702.385.2741

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

THIS DOCUMENT CONTAINS A COLORED BACKGROUND ... ITE 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

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

MP

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

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)

6623 Las Vegas Boulevard South, Suite 300, Las Vegas, Nevada 89119
Telephone: 702.385.5544 Facsimile: 702.385.2741

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

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

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)

6623 Las Vegas Boulevard South, Suite 300, Las Vegas, Nevada 89119
Telephone: 702.385.5544 Facsimile: 702.385.2741

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 COLORED BACKGROUND. CROPRINT 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.

GC001773

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

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

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

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

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

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

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

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

10. No other votes were received.

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

Dated this 18th day of June, 2013.

/s/ Samuel A. Schwartz
SAMUEL A. SCHWARTZ, ESQ.
Nevada Bar No. 10985
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

Exhibit E

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

GG001776

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

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

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

GG001777

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

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

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

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

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

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

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

Samuel A. Schwartz, Esq.
The Schwartz Law Firm
6623 Las Vegas Blvd. South, Suite 300
Las Vegas, Nevada 89119
Facsimile: (702) 385-2741

and it is further

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

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

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

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

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

ORDERED that, pursuant to Bankruptcy Rule 3017(c), but except as otherwise expressly provided in the Voting Procedures, in order to be considered as acceptances or rejections of the Plan, all ballots must be properly completed, executed, marked and actually received by the Solicitation and Tabulation Agent on or before the Voting Deadline; and it is further

ORDERED that the Solicitation and Tabulation Agent is authorized and directed to effect any action reasonably necessary to accomplish the solicitation and tabulation services contemplated by the Disclosure Statement and the Voting Procedures; and it is further

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

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

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

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

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GG001780

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

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

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

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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:
Charleston Falls, LLC,	) 10-14456-BAM) 11-27226-BAM
HPCH, LLC,	) 11-28681-BAM
Debtors.	) Hearing date: March 5, 2013) 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

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, ecfnoticesbk@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@lacsn.org, emontes@lacsn.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, bklscr@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;pjkutneski@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, ecfnoticesbk@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@lacsn.org, emontes@lacsn.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, bklscr@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;pjkutneski@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

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

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

Acs/nelnet Education
501 Bleecker St
Utica, NY 13501

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

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

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

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

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

Arie Fisher
16 Rashi Street
Ra'anana, Israel 43214

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

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

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

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

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

Bank Of America
Po Box 26078
Greensboro, NC 27420

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

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

Bank Of America
4161 Piedmont Pkwy
Greensboro, NC 27410

Bank Of America
Po Box 15026
Wilmington, DE 19850

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

Bmw Financial Services
5550 Britton Parkway
Hilliard, OH 43026

Bsi Financial Services
314 S Franklin Street
Titusville, PA 16354

Cap One Na
Po Box 85520
Richmond, VA 23285

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

Chase
Po Box 15298
Wilmington, DE 19850

Chase
N54 W 13600 Woodale Dr
Mennomonee, WI 53051

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

Chase Bank Usa, Na
Po Box 9007
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

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

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

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

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

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

Fst Usa Bk B
1001 Jefferson Plaza
Wilmington, DE 19701

G M A C
Po Box 12699
Glendale, AZ 85318

G M A C
Po Box 130424
Roseville, MN 55113

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

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

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

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

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

Gemb/gap
Po Box 981400
El Paso, TX 79998

Gemb/gapdc
Po Box 981400
El Paso, TX 79998

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

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

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

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

Hsbc/rs
Pob 15521
Wilmington, DE 19805

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

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

Jjill/cbsd
Po Box 6497
Sioux Falls, SD 57117

Kolesar & Leatham
3320 W. Sahara Avenue, Ste. 380
Las Vegas, NV 89102

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

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

Mohawk/gemb
Po Box 981439
El Paso, TX 79998

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

Nelnet
Attn: Claims
Po Box 17460
Denver, CO 80217

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

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

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

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

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

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

Randall Daugherty
10541 Broadhead Court
Las Vegas, NV 89135

Ray Koroghli
3055 Via Sarafina Avenue
Henderson, NV 89052

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

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

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

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

Suntrust Mortgage/cc 5
Attention: Bankruptcy
Po Box 85092
Richmond, VA 23286

Sweetwater Lift Lodge
1255 Empire Avenue
Park City, UT 84060

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

Us Dept Of Education
Attn: Borrowers Service Dept
Po Box 5609
Greenville, TX 75403

Vegas Valley Collection Services
P.O. Box 98344
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

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

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

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

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

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

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A. It's defunct. It was an art gallery that Sig owned with some other people, and it was defunct prior to or about the time of my employment with the Rogich Communications Group.
Q. So prior to about 2000?
A. Yes.
Q. Do you know, is Olaphia, LLC, still active?
A. There's nothing in that.
Q. Do you know if Mr. Rogich has any other trusts?
A. Yes.
Q. And what are they?
A. The Rogich Family Trust.
Q. Okay. Any others?
A. The Sigmund Rogich 2004 Family Irrevocable Trust.
Q. Is that different than the one that --
A. Yes. Our estate attorney didn't do us any favors.
Q. Okay. Do you know when those were set up?
A. 2004. The Rogich Family Trust was 1982.
Q. Do you know if Mr. Rogich is the beneficiary for any other trusts?
A. I don't believe so.
Q. Prior to Carlos' buyout in 2008, did you

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communicate with Summer Rellamas regularly?
A. Yes.
Q. What were the communications that you had with her?
A. We had a lot of communications.
Q. Discussing the transactions between the parties?
A. Yes.
Q. I'm going to hand you a document. I'm not going to mark it as an exhibit just yet. I just want you to take a look at it.
MR. McDONALD: Here, Sam.
MR. LIONEL: Thank you.
BY MR. McDONALD:
Q. Do you recognize this document?
A. Yes.
Q. Do you know what -- or how do you recognize it?
A. It's not the right draft of the one that we used. I think it's probably like the first one that Summer gave me.
Q. So you believe that this was sent to you by Summer?
A. Yes.
Q. Okay. In 2008?

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A. Yes.
Q. October?
A. Yes.
Q. Okay. Do you believe that -- well, you said that there was multiple drafts of this?
A. Yes.
Q. Okay. And what changed?
A. This number, as you referenced on the other document, is now 2.7 something --
Q. Right.
A. -- and so I just remember she sent an updated one of these with that number on it.
Q. Do you know what was changed?
A. Not off the top of my head.
Q. Or why?
A. No.
Q. Do you know if it was decreased by the amounts contributed by Jared Smith, Craig Dunlap and Eric Rietz?
A. I don't.
Q. And do you recall seeing Nanyah Vegas on this document for $1.5 million through Canamex Nevada, LLC?
A. Yes.
Q. And the total at the bottom, it appears these are capital contributions in an amount of $6,821,046.10. Do you see that?

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

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Q. How did you find out about that?
A. They noticed us. I mean, we received a notice in the mail.
Q. When did that happen? Do you recall?
A. No.
Q. Do you know the reason why he filed bankruptcy?
A. No.
Q. Okay. Did you ever discuss with him any dealings with a man named Hugo Paulson?
A. Yes.
Q. H-u-g-o. And what was discussed with regards to that?
A. I remember there was a lawsuit. They had a lawsuit. I don't remember what else.
Q. Carlos and Hugo?
A. Yes.
Q. Are you aware of the outcome of that case at all?
A. No.
Q. Going back to just decisions at your office regarding writing of checks, do you have ultimate say as to what gets paid, or is that Sig?
A. Sig.
Q. Do you direct your assistant to print out

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certain checks for your signature?
A. She puts the checks in accounts payable. Then she clicks on them to be paid. I look at them, and I say "Yes, pay them" or "No, don't pay them."
Q. Those are standard transactions, right? When you receive a bill, she enters them in?
A. Yes, uh-huh.
Q. What about nonstandard bills like, you know, a payback of a loan to somebody that is not an every-month kind of thing? Do you direct her to print out a check for that kind of thing?
A. It varies.
Q. But occasionally you do?
A. Occasionally I print out checks?
Q. Uh-huh.
A. Yes.
Q. I'm assuming every check isn't run by Sig, correct?
A. Correct.
Q. What types of checks do you have to run by Sig?
A. Large dollar amount, out of the ordinary checks.
Q. The ones I was referring to earlier?
A. Yes.

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MR. McDONALD: Okay. I'm almost done. Let me just take a minute to talk to my client, and then we'll be back. I think we'll be about done.
(Recess taken.)
BY MR. McDONALD:
Q. All right, are you ready?
A. Yes.
Q. Just a few follow-up questions.
Mr. Rogich in his deposition testified that Mr. Eliades had invested approximately $23 million or so into Eldorado Hills. Do you recall that?
A. Yes.
Q. Do you know what his initial investment was?
A. 6 million.
Q. Did he eventually pay $10 million to ANB Financial?
A. No, he didn't pay it to ANB Financial. He paid it to the person that bought the loan pool from the FDIC.
Q. Okay.
A. Because remember I told you we were sold, since we got the 5 million, we were sold as a performing note.
Q. Right.
Okay. So 10 million and then the initial 6

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million. What accounts for the other $7 million?
A. The other $7 million -- Pete put all kinds of money into the property paying for -- well, first of all, those carry interest, an interest component. The 16 million carries an interest component. Pete put all kinds of money into the property. He built two gun ranges. He graded a bunch of the property. He bought tanks. He built a restaurant. He made all kinds of roads and moved towers. So essentially that was the -- that's the rest of it.
Q. Did he -- did he send you documents demonstrating how much he was putting in?
A. No. He did not send me documents.
Q. How did you obtain the $7 million figure I guess is what I'm --
A. His bookkeeper told me that we needed to go over some things because Pete had a huge loan to the club and to Eldorado Hills on his books.
Q. Who was his bookkeeper?
A. Her name was Vallee Swan, V-a-l-l-e-e, S-w-a-n. She's no longer with them. She has cancer.
Q. Do you know who is his new bookkeeper?
A. I don't. Natalie at Bradshaw Smith is handling things for him, Natalie -- I forgot -- 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
3060 E. Post Road, Ste. 110
Las Vegas, NV 89120-4449

Carlos A. Huerta
3060 E. Post Rd. #110
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. PAULS
LIONEL SAWYER & COLLINS
ATTN: JENNIFER A. SMITH
50 WEST LIBERTY, SUITE 1100
RENO, NV 89501-1951

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

HUGO R. PAULSON, INDIVDIUALLY & AS TRUSTEE O
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

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

Kolesar & Leatham, Chtd.
Attn: Peter D. Navarro, Esq.
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 – 19

Electronically Filed
04/04/2016 11:30:48 AM

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

GG001803

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

Dated this 4st day of April, 2016.

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
Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that the foregoing was submitted electronically for filing and/or service with the Eighth Judicial District Court on April 4, 2016. Electronic service of the foregoing document shall be made in accordance with the E-Service List as follows:[1]:

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

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 NRCP 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 3 1 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.

Douglas, J.

Cherry, J.

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

Exhibit A – 20

Electronically Filed
04/28/2016 10:21:55 AM

CLERK OF THE COURT

ORDR
Samuel S. Lionel, NV Bar No. 1766
slionel@fclaw.com
FENNEMORE 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

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

DATED THIS 26 OF APRIL 2016.

DISTRICT COURT JUDGE

Submitted by:

FENNEMORE CRAIG, P.C.

By: */s/ Samuel S. Lionel*
Samuel S. Lionel, Esq. (No. 1766)
300 South Fourth Street, Suite 1400
Las Vegas, NV 89101
Attorneys for Defendants Sig Rogich aka Sigmund Rogich as Trustee of The Rogich Family Irrevocable Trust and Imitations, LLC

Submitted by:

Approved by:

SCHWARTZ FLANSBURG PLLC

By: */s/ Samuel A. Schwartz*
Samuel A. Schwartz, Esq. (No. 10985)
6623 Las Vegas Blvd. South, Suite 300
Las Vegas, NV 891119
Attorneys for Plaintiffs

Exhibit A – 21

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CLERK OF THE COURT

NOTC
Samuel S. Lionel, NV Bar No. 1766
slionel@fclaw.com
FENNEMORE 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 **NOTICE OF ENTRY OF ORDER**

NOTICE OF ENTRY OF ORDER DENYING MOTION FOR RECONSIDERATION OR RELIEF FROM ORDER GRANTING MOTION FOR PARTIAL SUMMARY JUDGMENT

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

Dated: April 29, 2016.

FENNEMORE CRAIG, P.C.

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

CERTIFICATE OF SERVICE

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

Samuel S. Schwartz, Esq.
Bryan A. Lindsey
Schwartz Flansberg, PLLC
6623 Las Vegas Blvd, South, Suite 300
Las Vegas, NV 89119
Attorney for Plaintiffs

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

An Employee of Fennemore Craig, P.C.

EXHIBIT A

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CLERK OF THE COURT

ORDR
Samuel S. Lionel, NV Bar No. 1766
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FENNEMORE CRAIG, P.C.
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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

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

DATED THIS 26 OF APRIL 2016.

DISTRICT COURT JUDGE

Submitted by:

FENNEMORE CRAIG, P.C.

By: */s/ Samuel S. Lionel*
Samuel S. Lionel, Esq. (No. 1766)
300 South Fourth Street, Suite 1400
Las Vegas, NV 89101
Attorneys for Defendants Sig Rogich aka Sigmund Rogich as Trustee of The Rogich Family Irrevocable Trust and Imitations, LLC

Submitted by:

Approved by:

SCHWARTZ FLANSBURG PLLC

By: */s/ Samuel A. Schwartz*
Samuel A. Schwartz, Esq. (No. 10985)
6623 Las Vegas Blvd. South, Suite 300
Las Vegas, NV 891119
Attorneys for Plaintiffs

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CLERK OF THE COURT

ASTA
Samuel A. Schwartz, Esq.
Nevada Bar No. 10985
Bryan A. Lindsey, Esq.
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6623 Las Vegas Blvd. South, Suite 300
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(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

CASE APPEAL STATEMENT

CARLOS A. HUERTA and GO GLOBAL, INC. (the "**Plaintiffs**") hereby file their case appeal statement as follows:

1. The District Court Case Number is: A-13-686303-C (the "**District Court Case**"). Plaintiffs Carlos A. Huerta and Go Global, Inc. are the Appellants filing this Case Appeal Statement.

2. The judge issuing the decision, judgment or order appealed from is the Honorable Nancy Allf.

3. The names of the appellants and their respective counsel are as follows:

Carlos A. Huerta and Go Global, Inc.

Samuel A. Schwartz, Esq.
Bryan A. Lindsey, Esq.
Schwartz Flansburg PLLC
6623 Las Vegas Blvd. South, Suite 300
Las Vegas, Nevada 89119
Telephone: (702) 385-5544
Facsimile: (702) 385-2741
Attorneys for the Plaintiffs

4. The respondents and their respective counsel are as follows:

Sig Rogich aka Sigmund Rogich as Trustee of The Rogich Family Irrevocable Trust, Imitations, LLC, Eldorado Hills, LLC, and TELD, LLC.

Samuel S. Lionel, Esq.
Brenoch R. Wirthlin, Esq.
Fennemore Craig, P.C.
300 South Fourth Street, Ste. 1400
Las Vegas, NV 89101
Attorneys for Defendants Sig Rogich, as Trustee of the Rogich Family Irrevocable Trust and Imitations, LLC

Andrew M. Leavitt, Esq.
Matthew D. Cox, Esq.
Law Office of Andrew M. Leavitt, Esq.
633 South Seventh Street
Las Vegas, NV 89101
Attorneys for Defendants Eldorado Hills, LLC and TELD, LLC

5. All attorneys indicated above are licensed to practice law in the State of Nevada.

6. The appellants were represented by retained counsel in the district court proceeding.

7. The appellants are represented by retained counsel in the appeal.

8. The appellants never sought nor were ever granted leave to proceed in forma pauperis.

9. The district court proceedings commenced on July 31, 2013, when the Plaintiffs Carlos A. Huerta, Go Global, Inc., The Alexander Christopher Trust, and Nanyah Vegas, LLC filed their complaint.

10. The District Court Case is an action to collect $2,747,729.50 from the Defendants pursuant to that certain agreement entered into by and between Carlos A. Huerta and Sig Rogich whereby Rogich agreed to buy Huerta's ownership interest in property located in Clark County, Nevada, otherwise identified as APN 189-11-401-001. Defendants filed their Motion for Partial Summary Judgment, which was granted on November 5, 2014 (the "**Partial Summary Judgment Order**");

Afterwards, the Plaintiff's paid their creditors in full pursuant to the Order Confirming their Third Amended Joint Plan of Reorganization (the "**Chapter 11 Plan**"), which was filed in the United States Bankruptcy Court District of Nevada. As such, in February 2016, the Plaintiffs filed their Motion to Close Case and its related Notice of Consummation of the Plan and Payment of Unsecured Creditors in Full ("**Motion to Close and Notice of Payment in Full**");

Based upon the Motion to Close and Notice of Payment in Full, the Plaintiffs filed the Plaintiffs' Motion for Reconsideration or Relief from Order Granting Motion for Partial Summary Judgment (the "**Motion for Reconsideration**"). The legal bases for the Motion for Reconsideration were:

a. the Partial Summary Judgment Order was a partial adjudication only, and thus, were interlocutory allowing reconsideration pursuant to Rule 54(b) of the Nevada Rules of Civil Procedure ("**NRCP**");

b. the Partial Summary Judgment Order should be set aside based upon new evidence and to prevent manifest injustice pursuant to NRCP 60(b); and

c. the failure to disclose Plaintiffs' claims against Rogich in their Disclosure Statement filed in connection with the Chapter 11 Plan was irrelevant because the Chapter 11 Plan required payment in full of all unsecured creditors' claims, and the Plaintiffs satisfied this requirement, thus allowing for the Court to set aside the Partial Summary Judgment Order under NRCP 60(b);

d. the failure to disclose Plaintiffs' claims against Rogich in their Disclosure Statement filed in connection with the Chapter 11 Plan was irrelevant because Rogich was not a creditor in the underlying bankruptcy case to whom disclosure was necessary, thus allowing for the Court to set aside the Partial Summary Judgment Order under NRCP 60(b).

11. The case has not been previously subject to appeal.

12. This appeal does not involve child custody or visitation.

13. This case involves the possibility of settlement.

Dated this 25th day of May, 2016.

Respectfully Submitted,

/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 the Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that the foregoing **CASE APPEAL STATEMENT** was submitted electronically for filing and/or service with the Eighth Judicial District Court on the 25th day of May, 2016. Electronic service of the foregoing document shall be made in accordance with the E-Service List as follows:[1]

Andrew M. Leavitt, Esq.
Matthew D. Cox, Esq.
Law Office of Andrew M. Leavitt, Esq.
633 South Seventh Street
Las Vegas, NV 89101

Attorneys for Eldorado Hills, LLC and TELD, LLC

Samuel S. Lionel, Esq.
Brenoch R. Wirthlin, Esq.
Fennemore Craig, P.C.
300 South Fourth Street, Ste. 1400
Las Vegas, NV 89101

Attorneys for Sig Rogich, as Trustee of the Rogich Family Irrevocable Trust and Imitations, LLC

I hereby certify that a true and correct copy of the foregoing **CASE APPEAL STATEMENT** was sent via Regular U.S. Mail to the following on May 25, 2016:

Andrew M. Leavitt, Esq.
Matthew D. Cox, Esq.
Law Office of Andrew M. Leavitt, Esq.
633 South Seventh Street
Las Vegas, NV 89101

Attorneys for Eldorado Hills, LLC and TELD, LLC

Samuel S. Lionel, Esq.
Brenoch R. Wirthlin, Esq.
Fennemore Craig, P.C.
300 South Fourth Street, Ste. 1400
Las Vegas, NV 89101

Attorneys for Sig Rogich, as Trustee of the Rogich Family Irrevocable Trust and Imitations, LLC

/s/ Christy L. Cahall
Christy L. Cahall, an employee of Schwartz Flansburg PLLC

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[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 NRCP 5(b)(2)(D).

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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 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

PLAINTIFFS' NOTICE OF POSTING BOND

NOTICE IS HEREBY GIVEN that Plaintiffs, Carlos A. Huerta and Go Global, Inc., posted a bond in the amount of $500.00 pursuant to Rule 7(b) of the Nevada Rules of Appellate Procedure, with the Clark County Clerk, a copy of which is attached hereto as **Exhibit A**.

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Dated this 27th day of May, 2016.

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 the Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that the foregoing **PLAINTIFFS' NOTICE OF POSTING BOND** was submitted electronically for filing and/or service with the Eighth Judicial District Court on the 27th day of May, 2016. Electronic service of the foregoing document shall be made in accordance with the E-Service List as follows:[1]

Andrew M. Leavitt, Esq. Matthew D. Cox, Esq. Law Office of Andrew M. Leavitt, Esq. 633 South Seventh Street Las Vegas, NV 89101 Attorneys for Eldorado Hills, LLC and TELD, LLC	Samuel S. Lionel, Esq. Brenoch R. Wirthlin, Esq. Fennemore Craig, P.C. 300 South Fourth Street, Ste. 1400 Las Vegas, NV 89101 Attorneys for Sig Rogich, as Trustee of the Rogich Family Irrevocable Trust and Imitations, LLC

I hereby certify that a true and correct copy of the foregoing **PLAINTIFFS' NOTICE OF POSTING BOND** was sent via Regular U.S. Mail to the following on May 27, 2016:

Andrew M. Leavitt, Esq. Matthew D. Cox, Esq. Law Office of Andrew M. Leavitt, Esq. 633 South Seventh Street Las Vegas, NV 89101 Attorneys for Eldorado Hills, LLC and TELD, LLC	Samuel S. Lionel, Esq. Brenoch R. Wirthlin, Esq. Fennemore Craig, P.C. 300 South Fourth Street, Ste. 1400 Las Vegas, NV 89101 Attorneys for Sig Rogich, as Trustee of the Rogich Family Irrevocable Trust and Imitations, LLC

/s/Christy L. Cahall
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 NRCP 5(b)(2)(D).

Exhibit A

OFFICIAL RECEIPT

District Court Clerk of the Court 200 Lewis Ave, 3rd Floor Las Vegas, NV 89101

Payor
Schwartz Flangsburg, PLLC
6623 Las Vegas Blvd S Unit 300
Las Vegas, NV 89119-3246

Receipt No.
2016-51302-CCCLK

Transaction Date
05/26/2016

Description	Amount Paid
On Behalf Of Huerta, Carlos A-13-686303-C Carlos Huerta, Plaintiff(s) vs. Eldorado Hills LLC, Defendant(s) Appeal Bond	
Appeal Bond	500.00
SUBTOTAL	**500.00**

PAYMENT TOTAL **500.00**

Check (Ref #001758) Tendered	500.00
Total Tendered	**500.00**
Change	0.00

05/26/2016
03:34 PM

Cashier
Station AIKO

Audit
35498312

OFFICIAL RECEIPT

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CLERK OF THE COURT

NOA
Samuel A. Schwartz, Esq.
Nevada Bar No. 10985
Bryan A. Lindsey, Esq.
Nevada Bar No. 10662
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6623 Las Vegas Blvd. South, Suite 300
Las Vegas, Nevada 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

NOTICE OF APPEAL

PLEASE TAKE NOTICE that Plaintiffs CARLOS A. HUERTA and GO GLOBAL, INC., (the "**Plaintiffs**") hereby appeal to the Supreme Court of Nevada from:

1. All judgments and orders in this case;

2. Order denying Plaintiffs' Motion for Reconsideration or Relief from Order Granting Motion for Partial Summary Judgment entered on April 28, 2016; and

3. All rulings and orders made appealable by any of the foregoing.

Dated this 25th day of May, 2016.

Respectfully Submitted,

/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 the Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that the foregoing **NOTICE OF APPEAL** was submitted electronically for filing and/or service with the Eighth Judicial District Court on the 25th day of May, 2016. Electronic service of the foregoing document shall be made in accordance with the E-Service List as follows:[1]

Andrew M. Leavitt, Esq.
Matthew D. Cox, Esq.
Law Office of Andrew M. Leavitt, Esq.
633 South Seventh Street
Las Vegas, NV 89101

Attorneys for Eldorado Hills, LLC and TELD, LLC

Samuel S. Lionel, Esq.
Brenoch R. Wirthlin, Esq.
Fennemore Craig, P.C.
300 South Fourth Street, Ste. 1400
Las Vegas, NV 89101

Attorneys for Sig Rogich, as Trustee of the Rogich Family Irrevocable Trust and Imitations, LLC

I hereby certify that a true and correct copy of the foregoing **NOTICE OF APPEAL** was sent via Regular U.S. Mail to the following on May 25, 2016:

Andrew M. Leavitt, Esq.
Matthew D. Cox, Esq.
Law Office of Andrew M. Leavitt, Esq.
633 South Seventh Street
Las Vegas, NV 89101

Attorneys for Eldorado Hills, LLC and TELD, LLC

Samuel S. Lionel, Esq.
Brenoch R. Wirthlin, Esq.
Fennemore Craig, P.C.
300 South Fourth Street, Ste. 1400
Las Vegas, NV 89101

Attorneys for Sig Rogich, as Trustee of the Rogich Family Irrevocable Trust and Imitations, LLC

/s/ Christy L. Cahall
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 NRCP 5(b)(2)(D).

Electronically Filed
04/29/2016 09:19:13 AM

CLERK OF THE COURT

NOTC
Samuel S. Lionel, NV Bar No. 1766
slionel@fclaw.com
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300 South Fourth Street, 14th Floor
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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 **NOTICE OF ENTRY OF ORDER**

NOTICE OF ENTRY OF ORDER DENYING MOTION FOR RECONSIDERATION OR RELIEF FROM ORDER GRANTING MOTION FOR PARTIAL SUMMARY JUDGMENT

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

Dated: April 29, 2016.

FENNEMORE CRAIG, P.C.

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

CERTIFICATE OF SERVICE

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

Samuel S. Schwartz, Esq.
Bryan A. Lindsey
Schwartz Flansberg, PLLC
6623 Las Vegas Blvd, South, Suite 300
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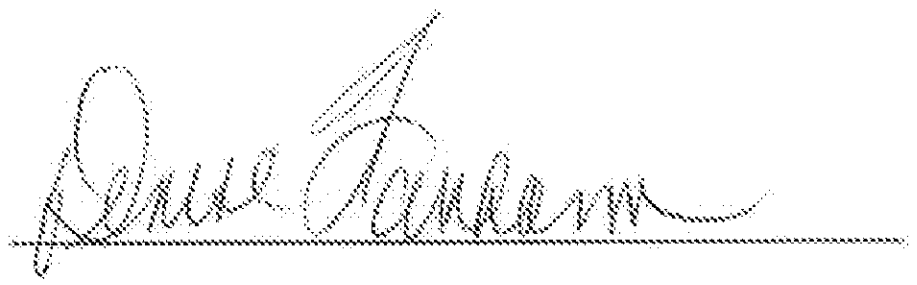
Attorney for Plaintiffs

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



An Employee of Fennemore Craig, P.C.

EXHIBIT A

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CLERK OF THE COURT

ORDR

Samuel S. Lionel, NV Bar No. 1766
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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**

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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

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

DATED THIS 26 OF APRIL 2016.

DISTRICT COURT JUDGE

Submitted by:

FENNEMORE CRAIG, P.C.

By: */s/ Samuel S. Lionel*
Samuel S. Lionel, Esq. (No. 1766)
300 South Fourth Street, Suite 1400
Las Vegas, NV 89101
Attorneys for Defendants Sig Rogich aka Sigmund Rogich as Trustee of The Rogich Family Irrevocable Trust and Imitations, LLC

Submitted by:

Approved by:

SCHWARTZ FLANSBURG PLLC

By: */s/ Samuel A. Schwartz*
Samuel A. Schwartz, Esq. (No. 10985)
6623 Las Vegas Blvd. South, Suite 300
Las Vegas, NV 891119
Attorneys for Plaintiffs

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04/28/2016 10:21:55 AM

CLERK OF THE COURT

ORDR

Samuel S. Lionel, NV Bar No. 1766
slionel@fclaw.com
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300 South Fourth Street, 14th Floor
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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**

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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

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

DATED THIS 26 OF APRIL 2016.

DISTRICT COURT JUDGE

Submitted by:

FENNEMORE CRAIG, P.C.

By: */s/ Samuel S. Lionel*
Samuel S. Lionel, Esq. (No. 1766)
300 South Fourth Street, Suite 1400
Las Vegas, NV 89101
Attorneys for Defendants Sig Rogich aka Sigmund Rogich as Trustee of The Rogich Family Irrevocable Trust and Imitations, LLC

Submitted by:

Approved by:

SCHWARTZ FLANSBURG PLLC

By: */s/ Samuel A. Schwartz*
Samuel A. Schwartz, Esq. (No. 10985)
6623 Las Vegas Blvd. South, Suite 300
Las Vegas, NV 891119
Attorneys for Plaintiffs

Electronically Filed
04/04/2016 11:30:48 AM

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

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

Dated this 4st day of April, 2016.

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
Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that the foregoing was submitted electronically for filing and/or service with the Eighth Judicial District Court on April 4, 2016. Electronic service of the foregoing document shall be made in accordance with the E-Service List as follows:[1]:

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

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

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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 NRCP 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 3 1 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. Allf, District Judge
McDonald Law Offices, PLLC
Fennemore Craig Jones Vargas/Las Vegas
Eighth District Court Clerk

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CLERK OF THE COURT

Samuel A. Schwartz, Esq.
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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' APPLICATION TO SET ORAL ARGUMENT ON 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 file their Application (the "**Application**") to set Oral Argument on Motion for Reconsideration or Relief from Order Granting Motion for Partial Summary Judgment. This Application is made and based upon the pleadings and papers on file herein, the following Memorandum of Points & Authorities, and any oral argument entertained by the Court at the time of the hearing on this matter.

Dated this 22nd day of March, 2016.

SCHWARTZ FLANSBURG PLLC

By: /s/ Samuel A. Schwartz
Samuel A. Schwartz, Esq.
Nevada Bar No. 10985
Bryan A. Lindsey, Esq.
Nevada Bar No. 10662
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6623 Las Vegas Blvd. South, Suite 300
Las Vegas, Nevada 89119
Attorneys for Plaintiffs

NOTICE OF MOTION

You and each of you, will please take notice that the MOTION FOR RECONSIDERATION OR RELIEF FROM ORDER GRANTING PARTIAL SUMMARY JUDGMENT will come on regularly for hearing on the 10 day of May, 2016, at the In Chambers hour of _____ __.m., or as soon thereafter as counsel may be heard, in Department XXVII in the above-referenced court.

Dated this 22nd day of March, 2016.

SCHWARTZ FLANSBURG PLLC

By: /s/ Samuel A. Schwartz
Samuel A. Schwartz, Esq.
Nevada Bar No. 10985
Bryan A. Lindsey, Esq.
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6623 Las Vegas Blvd. South, Suite 300
Las Vegas, Nevada 89119
Attorneys for Plaintiffs

MEMORANDUM OF POINTS AND AUTHORITIES

Procedural Background

1. On November 5, 2014, this Court entered an Order Granting Partial Summary Judgment (the "**Order**") in favor of defendant Sig Rogich aka Sigmund Rogich, as Trustee of The Rogich Family Irrevocable Trust ("**Rogich**"), and entered its findings of fact and conclusions of law therein.

2. On February 22, 2016, the Plaintiffs filed and served their Motion for Reconsideration or Relief from Order Granting Partial Summary Judgment (the "**Motion for Reconsideration**"), as the Plaintiffs paid all creditors claims in full on February 10, 2016.

3. This Court set the Motion for Reconsideration to be heard on March 29, 2016, in chambers.

4. On March 7, 2016, the Defendants filed their Opposition to Motion for Reconsideration (the "**Opposition**").

5. On March 22, 2016, the Plaintiffs filed their Reply to Opposition to Motion for Reconsideration (the "**Reply**").

Relief Requested

6. The Plaintiffs respectfully request the Motion for Reconsideration be set for oral argument. EDCR 2.20 provides, in relevant part:

> **2.20 Motions; contents; responses and replies; calendaring a fully briefed matter.**
>
> (e) Within 10 days after the service of the motion, and 5 days after service of any joinder to the motion, the opposing party must serve and file written notice of nonopposition or opposition thereto, together with a memorandum of points and authorities and supporting affidavits, if any, stating facts showing why the motion and/or joinder should be denied. Failure of the opposing party to serve and file written opposition may be construed as an admission that the motion and/or joinder is meritorious and

> a consent to granting the same…
>
> (h) A moving party may file a reply memorandum of points and authorities not later than 5 days before the matter is set for hearing. A reply memorandum must not be filed within 5 days of the hearing or in open court unless court approval is first obtained…
>
> (k) If a petition, writ, application or motion has been fully briefed but is not calendared for argument and/or decision, the party seeking relief shall deliver to the chambers of the assigned department a Notice of Readiness and Request for Setting together with an Order Setting.

Here, the Plaintiffs filed their Motion for Reconsideration, the Defendants filed their Opposition, and the Plaintiffs filed their Reply. As both parties filed all of their respective pleadings, the matter has been fully briefed. As such, the Plaintiffs respectfully request that this Honorable Court, set a hearing to consider the Motion for Reconsideration, Opposition, and the Reply.

7. Importantly, the Plaintiffs request oral argument on the Motion as several important issues are raised in the Motion and Reply, including numerous issues pertaining to the Plaintiffs' Chapter 11 bankruptcy cases before the United States Bankruptcy Court for the District of Nevada. While these issues are set forth in the briefing, the Plaintiffs believe these issues can be better presented in oral argument, as undersigned counsel also served as the Plaintiffs' bankruptcy counsel in their Chapter 11 cases.

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Conclusion

8. For the reasons stated above, this Court should grant the Plaintiffs' Application to Set Oral Argument on Motion for Reconsideration or Relief From Order Granting Motion for Partial Summary Judgment.

Dated this 22nd day of March, 2016.

SCHWARTZ FLANSBURG PLLC

By: /s/ Samuel A. Schwartz
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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

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CLERK OF THE COURT

Samuel A. Schwartz, Esq.
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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 RELEIF 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

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

Dated this 22nd day of March, 2016.

SCHWARTZ FLANSBURG PLLC

By: /s/ Samuel A. Schwartz
Samuel A. Schwartz, Esq.
Nevada Bar No. 10985
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Las Vegas, Nevada 89119
Attorneys for Plaintiffs

MEMORANDUM OF POINTS AND AUTHORITIES

Preliminary Statement

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

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.

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

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

Argument

A. Current Procedural Posture and Applicable Standard.

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

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

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.

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

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

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

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

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

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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.

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

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

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

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

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

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

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

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

B. The Plaintiffs Paid All Unsecured Creditors In Full.

The Evidence Demonstrates Plaintiffs' Creditors Were Paid in Full.

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

17. In addition to the two declarations filed with the Motion, attached hereto as **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

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

Plaintiffs' Creditors Were Not Prejudiced by any Failure to Disclose the Rogich Claim.

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

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

upon 7 "yes" votes and zero "no" votes for the Plaintiffs' Plan.

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

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

22. Importantly, the rest of the facts of the Glazier case regarding disclosure of the claim against Premium in the debtor's disclosure statement are directly on point. First, the claim against Premium was known to the debtor and not disclosed in the disclosure statement. Id. at *1-2. Second, Premium was not a creditor of the debtor, as its claim against the debtor was expunged. Id. at *1. Third, the debtor's confirmation order in Glazier vested all assets in the debtor post-confirmation. Id. at *3-4. Fourth, the Glazier court found disclosure of the claim against Premium would not have materially affected the way creditors voted on the debtor's plan because any recoveries against Premium would have been paid to secured creditors, not unsecured creditors. Id. at *4. Fifth, all unsecured creditors who voted on the debtor's plan accepted the plan. Id. Based on these facts, the Glazier court found:

> "[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."

Id. at *5.

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

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

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

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

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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.

"adequate information" within the meaning of section 1125 of the Bankruptcy Code. In fact, the Glazier court stated the following:

> In any event, the Bankruptcy Court approved GGI's disclosure statement by entering the Disclosure Statement Order, and such order is res judicata as to whether GGI's disclosure statement contained "adequate information" within the meaning of section 1125 of the Bankruptcy Code. Because Premium participated in GGI's Chapter 11 case, and failed to challenge the Disclosure Statement Order, Premium is precluded from collaterally attacking the Disclosure Statement Order in this Court.

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

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

> Q. Were you aware that Carlos filed Chapter 11 bankruptcy?
> A. Yes.
> Q. How did you find out about that?
> A. They noticed us. I mean, we received a notice in the mail.

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

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

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

28. Second, reconsideration of this Court's Partial Summary Judgment Order is necessary under NRCP 60(b)(5), as the judgment is void. Specifically, this Court is required to give full faith and credit to the Disclosure Statement Order, as the Bankruptcy Court is the proper jurisdiction to hear and determine all issues relating to the adequacy of information contained in the disclosure statement. 28 U.S.C. §§ 157, 1409; see also The Glazier Group v. Premium Supply Co., Inc., 2013 WL 1727155, *4-5 (N.Y. Sup. 2013) (finding the New York state court is required to give full faith and credit to the disclosure statement order of the bankruptcy court when determining all issues relating to the adequacy of information contained in the disclosure statement).

29. Accordingly, this Court did not give full faith and credit to the Disclosure Statement Order as required by federal law, and this Court lacked jurisdiction to even make a finding that the Disclosure Statement contained insufficient information in accordance with 11 U.S.C. § 1125. Because this Court did not give full faith and credit to the Disclosure Statement Order and lacked jurisdiction to enter a judgment contrary to the Disclosure Statement Order, this Court's prior Partial Summary Judgment Order is void.

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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.
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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

Creditor Name	Address	Account No.	Scheduled Amount	POC Number	POC Amount	Allowed Amount
American Express	*P.O Box 0001, Los Angeles, CA 90096*	*xxxxxxx3005*	*$ 3,000.00*			*Paid by Carlos*
Arie Fisher	16 Rashi Street, Ra'anana, Israel 43214		$ 41,200.00			Paid by Carlos
Bailus Cook & Kelesis	400 S. Fourth Street, Suite 300	xxxx31157	$ 4,800.14			Paid by Carlos
Bank of America	P.O. Box 26012 NC4-105-02-77, 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*	*Paid by Carlos*
Kolesar & Leatham	3320 W. Sahara Avenue, Suite 380, Las Vegas, Nevada 89102		$ 17,346.91	3	$ 16,174.50	***Paid by Carlos***
LL Bradford & Co.	8880 W. Sunset Road, Third Floor, Las Vegas, Nevada 89148		$ 6,000.00			Paid by Carlos
Nevada State Bank	*P.O. Box 990, Las Vegas, NV 89125*	*xxxx9002*	*$ 653,000.00*	*5, 17*	*$ 654,107.94*	*Paid by Carlos*
Ray Korohgli	*3055 Via Sarafina Avenue, Henderson, Nevada 89052*		*$ 154,900.00*			*Paid by Carlos*
ACS/Nelnet (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*			*Paid by Carlos*
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 3315€*		*$ 2,400.00*			*Paid by Carlos*
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*			*Paid by Carlos*
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*			*Paid by Carlos*
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*			*Paid by Carlos*
Sierra Vista Ranchos HOA	*P.O. Box 13044, Las Vegas, Nevada 89112*	*MV7004*	*$ 1,200.00*			*Paid by Carlos*
TOTAL:			**$ 1,072,156.37**		**$ 816,316.97**	**$ 118,658.67**

Exhibit B

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**

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

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

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

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.

CARLOS HUERTA

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. 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 an attorney and manager of Schwartz Flansburg PLLC ("SF"), and am licensed to practice law in the State of Nevada. I am counsel to Carlos Huerta and Go Global, Inc. in this matter, and served their bankruptcy counsel in their Chapter 11 cases. I make this declaration in support of the Plaintiffs' Reply to Defendants' Opposition to Motion for Reconsideration or Relief from Order Granting Motion for Partial Summary Judgment (the "Motion").

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

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

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

5. As of the date hereof, all checks have cleared SF's bank account, with the exception of one check to Bank of America in the amount of $260.00. SF expects that check to clear shortly.

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.

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

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

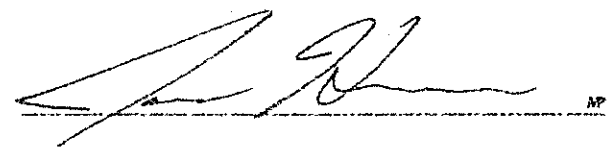
PAY TO THE ORDER OF Quantum Collections $ **138.00

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 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

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

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 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)

6623 Las Vegas Boulevard South, Suite 300, Las Vegas, Nevada 89119
Telephone: 702.385.5544 Facsimile: 702.385.2741

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 WORD VOID IN THE SECURITY 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 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

THIS DOCUMENT CONTAINS A COLORED BACKGROUND ON WHITE

VING 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)

6623 Las Vegas Boulevard South, Suite 300, Las Vegas, Nevada 89119
Telephone: 702.385.5544 Facsimile: 702.385.2741

001204

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 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

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

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

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 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

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 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

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.

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 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)

6623 Las Vegas Boulevard South, Suite 300, Las Vegas, Nevada 89119
Telephone: 702.385.5544 Facsimile: 702.385.2741

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.

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 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)

6623 Las Vegas Boulevard South, Suite 300, Las Vegas, Nevada 89119
Telephone: 702.385.5544 Facsimile: 702.385.2741

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

THIS DOCUMENT CONTAINS A COLORED BACKGROUND ... ITE 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

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

MP

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

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

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

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)

6623 Las Vegas Boulevard South, Suite 300, Las Vegas, Nevada 89119
Telephone: 702.385.5544 Facsimile: 702.385.2741

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 COLORED BACKGROUND ... CROPPRINT IS LOCATED BELOW THIS ... 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.

GC001902

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

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

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

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

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

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

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

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

10. No other votes were received.

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

Dated this 18th day of June, 2013.

/s/ Samuel A. Schwartz
SAMUEL A. SCHWARTZ, ESQ.
Nevada Bar No. 10985
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

Exhibit E

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

GG001905

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

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

---

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

GG001906

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

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

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

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

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

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

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

Samuel A. Schwartz, Esq.
The Schwartz Law Firm
6623 Las Vegas Blvd. South, Suite 300
Las Vegas, Nevada 89119
Facsimile: (702) 385-2741

and it is further

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

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

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

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

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

ORDERED that, pursuant to Bankruptcy Rule 3017(c), but except as otherwise expressly provided in the Voting Procedures, in order to be considered as acceptances or rejections of the Plan, all ballots must be properly completed, executed, marked and actually received by the Solicitation and Tabulation Agent on or before the Voting Deadline; and it is further

ORDERED that the Solicitation and Tabulation Agent is authorized and directed to effect any action reasonably necessary to accomplish the solicitation and tabulation services contemplated by the Disclosure Statement and the Voting Procedures; and it is further

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

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

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

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

///

///

GG001909

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

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

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
HPCH, LLC,	11-28681-BAM
Debtors.	Hearing date: March 5, 2013 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

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, ecfnoticesbk@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@lacsn.org, emontes@lacsn.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, bklscr@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

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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;pjkutneski@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

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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, ecfnoticesbk@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@lacsn.org, emontes@lacsn.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, bklscr@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;pjkutneski@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

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

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

Acs/nelnet Education
501 Bleecker St
Utica, NY 13501

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

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

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

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

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

Arie Fisher
16 Rashi Street
Ra'anana, Israel 43214

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

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

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

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

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

Bank Of America
Po Box 26078
Greensboro, NC 27420

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

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

Bank Of America
4161 Piedmont Pkwy
Greensboro, NC 27410

Bank Of America
Po Box 15026
Wilmington, DE 19850

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

Bmw Financial Services
5550 Britton Parkway
Hilliard, OH 43026

Bsi Financial Services
314 S Franklin Street
Titusville, PA 16354

Cap One Na
Po Box 85520
Richmond, VA 23285

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

Chase
Po Box 15298
Wilmington, DE 19850

Chase
N54 W 13600 Woodale Dr
Mennomonee, WI 53051

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

Chase Bank Usa, Na
Po Box 9007
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

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Po Box 3025
New Albany, OH 43054

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

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

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

FIA Card Services aka Bank of America
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Attorneys/Agent for Creditor
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Malvern, PA 19355-0701

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Fst Usa Bk B
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Wilmington, DE 19701

G M A C
Po Box 12699
Glendale, AZ 85318

G M A C
Po Box 130424
Roseville, MN 55113

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

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

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

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

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

Gemb/gap
Po Box 981400
El Paso, TX 79998

Gemb/gapdc
Po Box 981400
El Paso, TX 79998

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9th Floor
Las Vegas, NV 89169

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1100 Virginia Drive
Fort Washington, PA 19034

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

HPCH, LLC
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Hsbc/rs
Pob 15521
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Lionel Sawyer & Collins
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Phoenix, AZ 85018

Jjill/cbsd
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Sioux Falls, SD 57117

Kolesar & Leatham
3320 W. Sahara Avenue, Ste. 380
Las Vegas, NV 89102

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

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

Mohawk/gemb
Po Box 981439
El Paso, TX 79998

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

Nelnet
Attn: Claims
Po Box 17460
Denver, CO 80217

Nevada State Bank
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Las Vegas, NV 89125

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

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

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

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

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

Randall Daugherty
10541 Broadhead Court
Las Vegas, NV 89135

Ray Koroghli
3055 Via Sarafina Avenue
Henderson, NV 89052

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

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

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

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

Suntrust Mortgage/cc 5
Attention: Bankruptcy
Po Box 85092
Richmond, VA 23286

Sweetwater Lift Lodge
1255 Empire Avenue
Park City, UT 84060

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

Us Dept Of Education
Attn: Borrowers Service Dept
Po Box 5609
Greenville, TX 75403

Vegas Valley Collection Services
P.O. Box 98344
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
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Wfnnb/ann Taylor
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Columbus, OH 43218

Wfnnb/express
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Columbus, OH 43218

Wfnnb/j Crew
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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

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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

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

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

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

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

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

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THE COOPER CASTLE LAW FIRM
A Multi-Jurisdictional Law Firm
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Philadelphia, PA 19101-7346

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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

GG001923

Exhibit G

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A. It's defunct. It was an art gallery that Sig owned with some other people, and it was defunct prior to or about the time of my employment with the Rogich Communications Group.
Q. So prior to about 2000?
A. Yes.
Q. Do you know, is Olaphia, LLC, still active?
A. There's nothing in that.
Q. Do you know if Mr. Rogich has any other trusts?
A. Yes.
Q. And what are they?
A. The Rogich Family Trust.
Q. Okay. Any others?
A. The Sigmund Rogich 2004 Family Irrevocable Trust.
Q. Is that different than the one that --
A. Yes. Our estate attorney didn't do us any favors.
Q. Okay. Do you know when those were set up?
A. 2004. The Rogich Family Trust was 1982.
Q. Do you know if Mr. Rogich is the beneficiary for any other trusts?
A. I don't believe so.
Q. Prior to Carlos' buyout in 2008, did you

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communicate with Summer Rellamas regularly?
A. Yes.
Q. What were the communications that you had with her?
A. We had a lot of communications.
Q. Discussing the transactions between the parties?
A. Yes.
Q. I'm going to hand you a document. I'm not going to mark it as an exhibit just yet. I just want you to take a look at it.
MR. McDONALD: Here, Sam.
MR. LIONEL: Thank you.
BY MR. McDONALD:
Q. Do you recognize this document?
A. Yes.
Q. Do you know what -- or how do you recognize it?
A. It's not the right draft of the one that we used. I think it's probably like the first one that Summer gave me.
Q. So you believe that this was sent to you by Summer?
A. Yes.
Q. Okay. In 2008?

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A. Yes.
Q. October?
A. Yes.
Q. Okay. Do you believe that -- well, you said that there was multiple drafts of this?
A. Yes.
Q. Okay. And what changed?
A. This number, as you referenced on the other document, is now 2.7 something --
Q. Right.
A. -- and so I just remember she sent an updated one of these with that number on it.
Q. Do you know what was changed?
A. Not off the top of my head.
Q. Or why?
A. No.
Q. Do you know if it was decreased by the amounts contributed by Jared Smith, Craig Dunlap and Eric Rietz?
A. I don't.
Q. And do you recall seeing Nanyah Vegas on this document for $1.5 million through Canamex Nevada, LLC?
A. Yes.
Q. And the total at the bottom, it appears these are capital contributions in an amount of $6,821,046.10. Do you see that?

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

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Q. How did you find out about that?
A. They noticed us. I mean, we received a notice in the mail.
Q. When did that happen? Do you recall?
A. No.
Q. Do you know the reason why he filed bankruptcy?
A. No.
Q. Okay. Did you ever discuss with him any dealings with a man named Hugo Paulson?
A. Yes.
Q. H-u-g-o. And what was discussed with regards to that?
A. I remember there was a lawsuit. They had a lawsuit. I don't remember what else.
Q. Carlos and Hugo?
A. Yes.
Q. Are you aware of the outcome of that case at all?
A. No.
Q. Going back to just decisions at your office regarding writing of checks, do you have ultimate say as to what gets paid, or is that Sig?
A. Sig.
Q. Do you direct your assistant to print out

Page 118

certain checks for your signature?
A. She puts the checks in accounts payable. Then she clicks on them to be paid. I look at them, and I say "Yes, pay them" or "No, don't pay them."
Q. Those are standard transactions, right? When you receive a bill, she enters them in?
A. Yes, uh-huh.
Q. What about nonstandard bills like, you know, a payback of a loan to somebody that is not an every-month kind of thing? Do you direct her to print out a check for that kind of thing?
A. It varies.
Q. But occasionally you do?
A. Occasionally I print out checks?
Q. Uh-huh.
A. Yes.
Q. I'm assuming every check isn't run by Sig, correct?
A. Correct.
Q. What types of checks do you have to run by Sig?
A. Large dollar amount, out of the ordinary checks.
Q. The ones I was referring to earlier?
A. Yes.

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MR. McDONALD: Okay. I'm almost done. Let me just take a minute to talk to my client, and then we'll be back. I think we'll be about done.
(Recess taken.)
BY MR. McDONALD:
Q. All right, are you ready?
A. Yes.
Q. Just a few follow-up questions.
Mr. Rogich in his deposition testified that Mr. Eliades had invested approximately $23 million or so into Eldorado Hills. Do you recall that?
A. Yes.
Q. Do you know what his initial investment was?
A. 6 million.
Q. Did he eventually pay $10 million to ANB Financial?
A. No, he didn't pay it to ANB Financial. He paid it to the person that bought the loan pool from the FDIC.
Q. Okay.
A. Because remember I told you we were sold, since we got the 5 million, we were sold as a performing note.
Q. Right.
Okay. So 10 million and then the initial 6

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million. What accounts for the other $7 million?
A. The other $7 million -- Pete put all kinds of money into the property paying for -- well, first of all, those carry interest, an interest component. The 16 million carries an interest component. Pete put all kinds of money into the property. He built two gun ranges. He graded a bunch of the property. He bought tanks. He built a restaurant. He made all kinds of roads and moved towers. So essentially that was the -- that's the rest of it.
Q. Did he -- did he send you documents demonstrating how much he was putting in?
A. No. He did not send me documents.
Q. How did you obtain the $7 million figure I guess is what I'm --
A. His bookkeeper told me that we needed to go over some things because Pete had a huge loan to the club and to Eldorado Hills on his books.
Q. Who was his bookkeeper?
A. Her name was Vallee Swan, V-a-l-l-e-e, S-w-a-n. She's no longer with them. She has cancer.
Q. Do you know who is his new bookkeeper?
A. I don't. Natalie at Bradshaw Smith is handling things for him, Natalie -- I forgot -- Marshall, Natalie Marshall.

Exhibit H

Label Matrix for local noticing
0978-2
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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

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

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

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

Dated this 14th day of March, 2016.

FENNEMORE CRAIG, P.C.

by _____
Samuel S. Lionel, Esq.
Nevada Bar Number 1776
300 S. Fourth Street, Suite 1400
Las Vegas, NV 89101
Attorneys for Defendant
The Rogich Family Irrevocable Trust

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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:

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Attorney for Eldorado Hills, LLC

An Employee of Fennemore Craig, P.C.

EXHIBIT 11

Honorable Gary Spraker
United States Bankruptcy Judge

Entered on Docket
March 10, 2016

UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEVADA

* * * * * *

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

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[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

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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.

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originally challenged.

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

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

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

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

IT IS SO ORDERED.

* * * *

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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

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

Date: 3/29/2016
Time: IN CHAMBERS

OPPOSITION TO MOTION FOR RECONSIDERATION

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

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

On November 26, 2014, Go Global, Inc., Huerta's company, as a purported assignee of the rights it had previously assigned to the Trust, filed an Adversary Complaint in the Bankruptcy Court alleging the same claims as those alleged in the Huerta and Trust action before this Court plus claims of conspiracy and breach of fiduciary duty. Ex. 4. On November 16, 2015, Bankruptcy Judge Spraker granted Summary Judgment dismissing Go Global's claims "based upon Nevada's principles of claim preclusion." Ex. 5.[2]

HUERTA'S PROCEDURAL POSTURE

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

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

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

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

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

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

NRCP 60(b) DOES NOT SUPPORT PLAINTIFFS' MOTION FOR RECONSIDERATION.

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

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

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

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

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

PLAINTIFFS DID NOT PAY ALL THEIR CREDITORS IN FULL

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

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

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

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

Attached hereto are the cover page and pages 1, 13, 14, 15 and 16 of the 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, duly filed in the United States Bankruptcy Court for the District of Nevada on April 8, 2013 (Ex. 10). That Exhibit demonstrates that Plaintiffs' secured and unsecured claims were in fact impaired and thus their creditors were grossly prejudiced by the failure of the Plaintiffs to apprise the creditors of their alleged Rogich claim. Surely, if the creditors were aware of an alleged claim of more than $2 1/2 million, it would have been a material consideration affecting the impairment of their claims.

Quite apart from the procedural and substantive inadequacies of Plaintiffs' Motion, Plaintiffs' misguided efforts to achieve wholesale revisions to this Court's prior determination deserves comment. Plaintiffs state that the Summary Judgment awarded by this Court "was based solely on the failure to disclose Plaintiffs' claim against Rogich in their Disclosure Statement not on the merits of the claim." Motion at 8:22-25. This Court is aware of Plaintiffs attempt to collect outside the bankruptcy, the four disclosure statements not showing the alleged claim and the false affidavit of Huerta saying everything in the plan and disclosure is true and accurate and 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

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

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

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

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

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

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CONCLUSION

For all of the foregoing reasons, Plaintiff's Motion for Reconsideration should be denied.

FENNEMORE CRAIG, P.C.

by _____
Samuel S. Lionel, Esq.
Nevada Bar Number 1776
300 S. Fourth Street, Suite 1400
Las Vegas, NV 89101
Attorneys for Defendant
The Rogich Family Irrevocable Trust

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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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6623 Las Vegas Blvd, South, Suite 300
Las Vegas, NV 89119
Attorney for Plaintiffs

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

An Employee of Fennemore Craig, P.C.

GG001946

EXHIBIT 1

An unpublished order shall not be regarded as precedent and shall not be cited as legal authority. SCR 123.

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
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. Allf, 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

15-19597

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

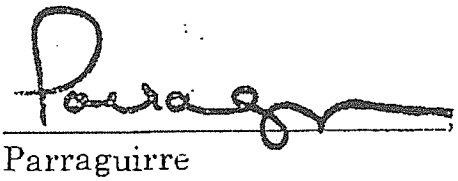
A notice of appeal must be filed within 30 days after service of written notice of entry of a final, appealable order or judgment. NRAP 3(b)(1); NRAP 4(a). "[A] final judgment is one that disposes of all the issues presented in the case, and leaves nothing for the future consideration of the court, except 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.

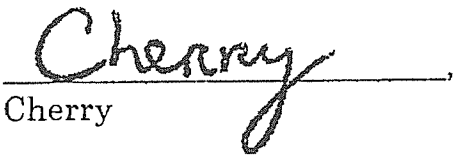
We dismiss this appeal as to the November 5, 2014, order granting summary judgment. This appeal may proceed as to the orders awarding attorney fees and costs entered February 10, 2015, and February 23, 2015.

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. Allf, 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

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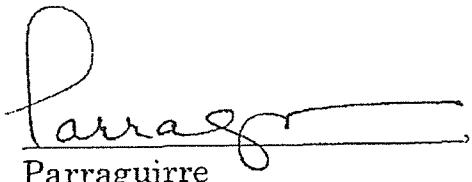
other evidence on file, viewed in the light most favorable to the nonmoving party, demonstrate that no genuine issue of material fact remains in dispute and that the moving party is entitled to judgment as a matter of law); *Oak Grove Inv'rs v. Bell & Gossett Co.*, 99 Nev. 616, 623, 668 P.2d 1075, 1079 (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).

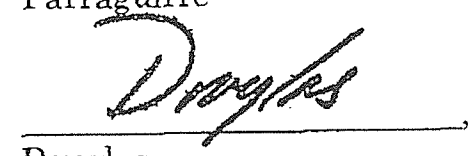
Appellant's claim for unjust enrichment did not accrue until Eldorado Hills retained $1.5 million under circumstances where it was inequitable for Eldorado Hills to do so. *See Certified Fire Prot. Inc. v. Precision Constr.*, 128 Nev., Adv. Op. 35, 283 P.3d 250, 257 (2012) ("Unjust enrichment exists 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

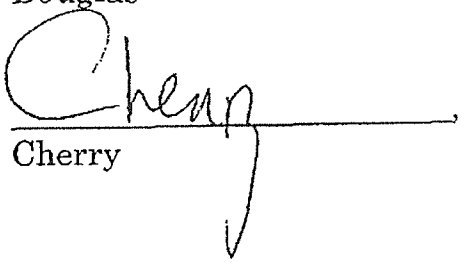
ORDER the judgment of the district court REVERSED AND REMAND this matter to the district court for proceedings consistent with this order.



Parraguirre, C.J.



Douglas, J.



Cherry, J.

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

EXHIBIT 3

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

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PETITION FOR REHEARING

Respondent Eldorado Hills, LLC ("Eldorado") petitions the Court for rehearing on the grounds that the Court misapprehended and overlooked undisputed facts entitling Eldorado to Judgment as a matter of law . Answering Brief at 8:2-9:16,14:9-16, 1:19-2:1.

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

> "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 state of limitation."

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).

Thus, the Court's Order is based on Eldorado receiving a $1.5 million investment from Appellant, not performing, and retaining the $1.5 million. Eldorado seeks rehearing on the ground that, except for Appellant's money manager, Carlos Huerta, depositing $1.5 million in an Eldorado bank account for three days, before $1.42 million was misappropriated by Huerta as a

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

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

> There is a chain of bank transactions by Huerta, starting with a $1,500,000 wire from Youv Harlap in Israel to Heurta's Canamex, Nevada, account on December 6, 2007, which had been opened on December 4, 2007, with a deposit of $3,000. APP84-85. The $1,500,000 deposit was sent by Harlap to the attention of Melissa Dewin as Huerta had instructed him. APP120: 20-121: 21. The next day, December 7, Huerta transferred the $1,500,000 to the Eldorado account in the Nevada State Bank. APP88, APP123:13-18. Three days later, December 10, Huerta transferred $1,450,000 of the $1,500,000 to a money market account. APP91, APP124:16-125: 10. Four days later, December 14, Huerta drew a check for $1,420,000 from the money market account to Go Global, his wholly owned company (APP93, APP125: 11-127: 11) and the same day the 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.

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

THE COURT SHOULD AFFIRM THE ORDER GRANTING SUMMARY JUDGMENT

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

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

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

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

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

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

CONCLUSION

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

Dated this 29th day of February, 2016.

FENNEMORE CRAIG, P.C.

By _____

Samuel S. Lionel, Esq.
Nevada State Bar No. 1766
300 S. Fourth Street, #1400
Las Vegas, NV 89101

Attorneys for Respondent
Eldorado Hills, LLC

EXHIBIT 4

GO GLOBAL, INC., a Nevada corporation; 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.	Adv. Proceeding No.:

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 Trust[1] 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, LLC[2] ("**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.

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

11. Rogich stated that he did not have the financial means to provide his portion of the Property's mortgage payments. These monthly mortgage payments exceeded $140,000.00. Therefore, Go Global and Carlos Huerta continued to fund the necessary capital each month in order to meet the necessary mortgage payments for the Property, for approximately 10 months, while the parties evaluated their options.

12. Despite the fact that Rogich had contributed much less capital into Eldorado, and Huerta, through Go Global, had contributed in excess of $2 million, Rogich's interest in Eldorado, held by the trust, was not diluted or otherwise diminished (compared to Huerta's) though he could not contribute to the monthly mortgage payments or find other investors to provide interim investment funds to the company.

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

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

15. Pursuant to the Agreement, the $2,747,729.50 (the "**Debt**") would, at least, be paid from "future distributions or proceeds" received by Buyer from Eldorado. Agreement, Section 2(a).

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:

> 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, 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.

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

> Unless a claim or Cause of Action against a Holder of the 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, including any litigation relating to the Paulson Group or the related State Court litigation involving Serl Keefer and/or the arbitration with Nevada State Bank, etc.) 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, or any other Final Order (including, without limitation, the Confirmation Order). In addition, the Debtors and the Reorganized Debtors expressly reserve the right to pursue or adopt any claims alleged in any lawsuit in which the Debtors is a plaintiff, defendant or an interested party, against any Entity, including, without limitation, any parties in such lawsuits.

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

29. On or about June 2012, Rogich (or his agents) had discussions with the agents/attorney(s) for Imitations, TELD and Eldorado concerning the forfeiture of the interest held by the Rogich trust in Eldorado. During these discussions, the parties conspired to create a plan in which Rogich would receive some sort of payments for his interest in Eldorado[3], while attempting

[3] The Rogich Trust's capital account was in excess of $2.7 million only because Rogich had taken possession of Go Global's interests in Eldorado, under the Agreement.

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

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

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

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

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

34. Rogich claims that the $680,000 and the transfer of Imitations to himself/his entities, were in lieu of repayment he was due from TELD

35. Rogich recently claimed that his trust was liable for millions of dollars of improvements that Eldorado had undertaken with respect to the property it owned. So it is unknown why Rogich would receive funds from the membership of Eldorado, while he owed Eldorado in excess of those funds for his portion of unpaid improvements.

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

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

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

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.

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

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

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

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

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

THIRD CLAIM FOR RELIEF

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

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

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

52. Defendants TELD, Imitations and Eldorado knew or should have reasonably known that Defendant Rogich trust owed a fiduciary duty to the Plaintiff when TELD signed and

acknowledged agreements prepared by counsel, in October 2008 or before that time during negotiations.

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

54. Defendants TELD, Imitations, and Eldorado, in acting in such manner as described herein, knew or should have reasonably known that such actions were promoting the breach of fiduciary duties owed by the Rogich trust.

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

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

FOURTH CLAIM FOR RELIEF

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

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

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

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

60. The Defendant Rogich Trust 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,

purportedly for no consideration to TELD, LLC in 2012. This had the net effect of allowing Rogich to keep Huerta's $2,747,729.50 in capital contributions, and not repay that amount, as the signed October 2008 agreement intended.

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

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

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

FIFTH CLAIM FOR RELIEF

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

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

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

66. Rogich never provided verbal or written notice of his intentions to transfer the interests held in Eldorado to Plaintiff and it is not reasonable for Rogich to have surrendered his shares in a valuable entity and to receive millions in interests from his fellow Eldorado member (TELD) by way

of a concealed transaction with TELD, which, in 2008, also signed and acknowledged Plaintiff's money was owed by Rogich.

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

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

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

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

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

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

SIXTH CLAIM FOR RELIEF

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

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

74. That Huerta and Go Global had an interest in Eldorado that was purchased by the Rogich Trust in October 2008.

75. Rogich represented at the time of the Agreement that he would remit payment to Huerta and Go Global as required, yet knew or reasonably knew that the trust intended to transfer the acquired interest to TELD, LLC and/or deprive Plaintiff of any benefit under the Agreement. Furthermore, Rogich knew that the representations that he made in the Agreement were in fact false, with regard to tendering repayment or reasonably preserving the acquired interest, so he could avoid repaying the debt, in the future.

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

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

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

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

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

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

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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

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GG001976

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.	.	
SIG ROGICH, IMITATIONS, LLC, ELDORADO HILLS, LLC, and TELD, LLC,	.	300 Las Vegas Blvd. South Las Vegas, NV 89101
Defendant.	.	Monday, November 16, 2015 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:

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For Eldorado Hills, LLC, and Teld, LLC:

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(702) 382-2800

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

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

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

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

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

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

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

THE COURT: Thank you.

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

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

MR. LEAVITT: Thank you, Your Honor.

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

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

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

Go Global seeks to recover moneys owed on their purchase agreement executed in 2008 through which Rogich purchased Go Global's interest in Eldorado Hills, as well as the interest of Go Global's sole shareholder, Carlos Huerta.

Currently before the Court are, one, a motion to dismiss filed by defendants TELD and Eldorado at ECF Number 54; and two, a motion for summary judgment filed by defendant Rogich at ECF Number 23.

Both motions challenge Go Global's standing as the real party in interest. Both motions also raise the preclusive effect of a judgment entered by District Court Judge Nancy Allf dismissing claims for breach of contract, breach of the covenant of good faith and fair dealing, and negligent

misrepresentation asserted by Carlos Huerta and the Alexander Christopher Trust in Huerta and the Alexander Christopher Trust vs. Sig Rogich and Eldorado Hills, LLC, Case Number A13-686303, District Court Clark County, Nevada, Department 27, referred to herein as the "state court action."

Judge Allf granted Rogich partial summary judgment that Huerta and the Alexander Christopher Trust were judicially estopped from maintaining their claims. Based upon Nevada's principles of claims preclusion, the Court will grant defendants' motions.

Also before the Court is Go Global's motion to amend complaint found at ECF Number 68. Plaintiff requests leave to amend the complaint to add claims for actual fraudulent transfer and setoff. Defendants TELD, Eldorado Hills, and Defendant Rogich oppose the motion to amend on several grounds. While leave to amend is liberally granted, the Court will deny the motion as futile.

Facts: Carlos Huerta is the sole shareholder and president of Go Global. In turn, Mr. Huerta, Go Global, and Rogich jointly held ownership interest in Eldorado Hills, LLC. First amended complaint Huerta, et al. vs. Rogich, et al., Case Number A13-68303, District Court Clark County, Nevada, Department 27.

Eldorado Hills' primary asset is real property located in Clark County, Nevada. On October 30 of 2008, Mr.

Huerta, Go Global, and Rogich executed a purchase agreement assigning Huerta's and Go Global's membership interest in Eldorado Hills to Rogich. The purchase agreement is attached as Exhibit 1 to the first amended complaint in the state court action. For purposes of this, when I refer to "first amended complaint," it is intended to refer to that complaint filed in the state court action.

In exchange, Rogich agreed to $2,747,729.50 to Mr. Huerta and Go Global for their ownership interest. Payment was to be made from 56.20 percent of the "future distributions of proceeds" distributed to Rogich from Eldorado Hills, "as, when and if received by buyer (Rogich) from the company (Eldorado Hills)." Agreement at Section 2(a).

Mr. Huerta signed as the seller and the signature block indicates that he signed "on behalf of Go Global, Inc." Id. at 9.

Attached to the purchase agreement is an assignment which provides, "Each of the undersigned hereby assigns and transfers to the Rogich Family Irrevocable Trust (buyer) all of the right title in interest if any which the undersigned owns in and to Eldorado Hills, LLC."

Carlos Huerta signed the assignment also dated October 30, 2008, "individually and on behalf of Go Global, Inc. as to any interest either of them in and to the company."

On March 3, 2010, Go Global filed for bankruptcy

under Chapter 11. In its bankruptcy schedules, Schedule B, Go Global disclosed a "receivable" against Rogich in the amount of $2,747,729.50, suggesting that no payments had been received since execution of the purchase agreement in 2008.

Mr. Huerta and his wife also filed for reorganization under Chapter 11 of the Bankruptcy Code. At their request, Go Global and the Huerta's bankruptcy cases were jointly administered.

A little more than a year later, on April 4, 2011, Mr. Huerta and Go Global filed their original joint disclosure statement. The disclosure statement did not identify or discuss Go Global's claims against Rogich. The Huertas and Go Global would proceed to file several additional amendments.

Plaintiff alleges that in June 2012 Rogich or his agents and the agents were attorneys for Imitation, TELD, and Eldorado Hills, "conspired to create a plan in which Rogich would receive some sort of payment for his interest in Eldorado while attempting structuring [sic] for the transaction so no 'profits or distributions' would be received." Adversary complaint paragraph 29.

According to Go Global, sometime in late 2012 Rogich told Mr. Huerta that he had conveyed his interest in Eldorado Hills to TELD, and that he had "relinquished his shares in Eldorado for no remuneration." Id. at Paragraph 30.

Plaintiff alleges that the transfer actually occurred

months previously. Id. at Paragraph 31.

On November 7, 2012, counsel for Mr. Huerta and Go Global, Brandon B. McDonald, mailed a letter to Rogich regarding the amounts due them under the purchase agreement. Mr. McDonald wrote that, quote:

> "Rather than distribute profits or otherwise pay the seller (Huerta and Go Global), we have reason to believe that your interests have been inappropriately transferred. This effectively negated any possible recovery of the moneys provided by the seller through profits or sale of the business/real property owned by Eldorado Hills, LLC."
>
> Motion for summary judgment Exhibit 4.

Plaintiffs further allege that in exchange for transferring ownership of Eldorado Hills to TELD, Rogich actually received payment roughly approximating the amounts Rogich owed it under the purchase agreement. In exchange for his interest, Rogich is alleged to have received payment of $680,000 from the principal of TELD. Adversary Complaint Paragraph 32.

Additionally, Rogich is alleged to have acquired complete ownership of Imitations. Plaintiff contends that Imitations owned real property worth $2.14 million. Id. at Paragraph 33.

Together, the $680,000 payment and the $2.14 million

in property actually would exceed the $2,747,729.50 Rogich owed under the purchase agreement.

Go Global alleges that TELD, Imitations, and Eldorado Hills conspired with Rogich to create the plan to transfer Rogich's interests in Eldorado Hills to TELD. Id. at Paragraph 32.

After Rogich transferred his interest in Eldorado Hills to TELD, Go Global and Huertas filed three amended disclosure statements in furtherance of its bankruptcy reorganization. The third amended joint disclosure statement, ECF Number 473, filed on April 8, 2013, provided that all future causes of action would vest in Go Global free and clear of all liens, claims, charges, or other encumbrances. Adversary Complaint Paragraph 20.

Section F(2)(b) of the disclosure statement similarly reserved causes of action and provided, quote:

> "No preclusion doctrine, including without limitation doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, waive 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 a

plan or other final order (including without limitation the confirmation order)."

Id. at Paragraph 22.

On July 22, 2013, the bankruptcy court entered an order confirming the third amended joint plan of reorganization. The confirmed plan contained provisions consistent with and mirroring those within the disclosure statement for the maintenance and preservation of causes of action, including the provision that, quote:

"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 Chapter 11 cases."

Roughly a week after their Chapter 11 plan was confirmed, on July 30, 2013, Go Global transferred all rights, title, and interest held under the purchase agreement to the Alexander Christopher Trust pursuant to a one-page assignment of contract attached as Exhibit 1 to Rogich's motion for summary judgment. The assignment expressly included all causes of action as allowed under law arising from the purchase agreement.

The next day, July 31, 2013, Mr. Huerta and the

Alexander Christopher Trust sued the Rogich Trust and Eldorado Hills in District Court for Clark County, Nevada, to recover the moneys owed under the purchase agreement.

Nanya Vegas, LLC (phonetic), was also included as a plaintiff. The first amended complaint in an action was submitted and filed on October 21, 2013, and is found as Exhibit 2 to the motion for summary judgment.

The first amended complaint in the state court action identifies Mr. Huerta as the trustee of the Alexander Christopher Trust and states that the trust is the assignee of interest of Go Global, Inc.

In support of its motion for summary judgment, Rogich has also submitted the trust agreement for the Alexander Christopher Trust dated November 4, 2004, made between Carlos Huerta and Christine Huerta as trustors, who are also named as trustees in beneficiary trust entitled to the use of the income and principal of that trust. Exhibit 8 to the motion for summary judgment.

Mr. Huerta and the Alexander Christopher Trust asserted four causes of action. The first cause of action seeks damages for breach of an express contract, asserting, quote:

"That Defendant Rogich materially breached the terms of the agreement when he agreed to remit payment from any profits from Eldorado yet transferred his

interest in Eldorado for no consideration to TELD, LLC [sic]" -- which I interpret to mean TELD.

"This had the 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 not-interest-bearing debt."

First amended complaint, Paragraph 23.

The second cause of action against Rogich was for breach of the covenant of good faith and fair dealing, in which the plaintiffs allege:

"Rogich never provided verbal or written notice of his intentions to transfer the institution held in Eldorado, and this fact was not discovered until other parties filed suit against Eldorado and Rogich for similar conduct."

Id. at Paragraph 32.

The third claim for relief also against Rogich was brought for negligent misrepresentation, asserting that:

"Rogich represented at the time of the agreement that he would remit payment to Huerta and Go Global as required, yet knew or reasonably intended to transfer the acquired interest to TELD, LLC, and furthermore knew that the representations made by him in the agreement were in fact false with regard to tendering repayment or reasonably preserving the acquired

interest so he could repay the debt in the future."

A fourth cause of action was asserted by Nanya for unjust enrichment against Eldorado Hills arising from its investment in 2006 and 2007 of $1.5 million for a membership interest in Eldorado.

Rogich sought partial summary judgment in a state court collection action. It appears that in response, Mr. Huerta and Alexander Christopher Trust cross-moved for partial summary judgment. The briefing in the state court action was not provided as an exhibit on summary judgment in the instant case; however, Defendant Rogich has produced Judge Allf's oral ruling issued on October 8, 2014. In it, Judge Allf detailed the matter before the court and explained her decision:

> "A bankruptcy was filed on or about March 23, 2010 by Go Global and on June 4 of 2010 it admits it has a receivable. I do find that the listing of the receivable from Sig Rogich is sufficient to establish that they have told their creditors they have this receivable, but it's after that the problems begin to me.
>
> "In the first disclosure statement filed on April 4, 2011 it talks about avoidance of transfer. It mentions Paulsen but never this transaction. When it talks about payments to creditors, it's only from sale of assets. This receivable is never identified.

There's no recovery of what might still, at that point, be a fraudulent transfer. And in page 18 of the first disclosure statement, the liquidation analysis identifying assets only lists real estate and no receivables."

"Now, after that, while the disclosure statement is pending, the plaintiff makes a demand for payment on November 7 of 2012. So at that point the plaintiff is charged with the knowledge that it knows it has receivable, but yet when it comes back on January 17th of 2013 with the first amended disclosure statement it's the same thing again, payment to creditor by sale of assets, no identification of a receivable, no identification of litigation. And the same Exhibit C liquidation analysis lists only real estate and no receivables.

"The second disclosure statement, March 8 of 2013, same thing. No liquidation analysis identified this, so that creditors are never being told that this may be an asset that may be collected.

"We have the third amended disclosure of April 2013, again a disclosure statement and liquidation analysis, income, expenses, real estate only. It never lists the receivable or cause of action. And the reason that it matters is that in Chapter 11

process, you have the listing of the assets, then you have a disclosure statement that tells creditors how they will get paid, and then the plan really just says how much they'll get paid and when.

"It's the disclosure statement that's operative and what the creditors use to vote whether or not to accept the plan. They were never told that there was a receivable to be collected, and the thing that really concerns me the most is that when the plan is confirmed on July 22nd of 2013 with the affidavit of Mr. Huerta saying that everything in the plan and the disclosure statement is true and accurate, eight days later Go Global assigns the receivable and sues somewhere else under a different name. It is evidence no intention that the creditors of Go Global would ever, ever have benefitted from this transaction. This is a case that's very ripe for judicial estoppel, and under the applicable case law, the motion is granted."

Motion for summary judgment Exhibit 5 at pages 2 through 3.

On November 5th, 2014, Judge Allf entered her order granting partial summary judgment. In it, the Court made three legal determinations:

One: On November 7, 2012, Huerta and Go Global were

aware that they held a claim against the Rogich Trust.

Two: The said claim was not disclosed in Huerta's and Go Global's first amended, second amended or third amended disclosure statements.

Three: The said claim was not disclosed on Huerta's and Go Global's plan or their first, second or third amendments to the plan. Exhibit 6 to the motion for summary judgment at page 3.

As a result, the District Court granted summary judgment and dismissed the first three claims for relief. Although a fourth cause of action existed in the state court action, that claim was also resolved.

The Court is advised that an appeal as to the fourth cause of action filed by Nanya was appealed -- that the appeal was filed. Additionally, another appeal of the attorneys' fees alone entered in that case against -- in favor of Rogich and against Mr. Huerta and the Alexander Christopher Trust was also appealed. However, the parties agreed that no appeal was taken of Judge Allf's decision on Rogich's motion for partial summary judgment and that the matter is deemed final for determining its preclusive effect in this case.

On November 17, 2014, Mr. Huerta executed an assignment contract on behalf of the Alexander Christopher Trust, assigning and transferring "all rights, title and interest held by assignor" in the purchase agreement back to Go

Global, Inc.

Mr. Huerta signed the assignment contract on behalf of both the Alexander Christopher Trust and Go Global. The assignment contract was submitted as Exhibit A to Go Global's opposition to the motion for summary judgment, found at ECF Number 36.

Go Global filed the instant adversary action roughly a week later, on November 26, 2014, or roughly three weeks after Judge Allf entered her ruling dismissing Mr. Huerta's and the Alexander Christopher Trust causes of action against Rogich.

The adversary complaint again names Rogich and asserts causes of action for breach of contract, breach of the covenant of good faith and fair dealing, and misrepresentation, though the title of the sixth claim for relief is denominated as both misrepresentation and/or fraud. Eldorado Hills is again named as a defendant, as well, though Go Global has now added TELD and Imitations as defendants to the instant action.

Go Global contends that Rogich conspired with the other defendants to deprive it of "profit consideration and/or interest." First Amended Complaint paragraph 40.

Additionally, Go Global asserts that Rogich breached fiduciary duties owed to it and the other defendants aided and abetted in the breach of those fiduciary duties by conspiring to deprive Go Global of consideration and compensation. Id. at

paragraph 53.

Defendants Imitations, LLC and Rogich have answered the first amended complaint.

On February 20, 2015, Rogich filed his motion for summary judgment, again found at ECF Number 23. Go Global has opposed the motion.

On April 21st, 2015, Defendants TELD and Eldorado Hills filed their motion to dismiss. EFC Number 54. Go Global has opposed that motion to dismiss, as well.

I note that Defendant Imitations has filed an answer to the complaint, but has not joined in either the motion to dismiss or the motion for summary judgment.

On June 5, 2015, Go Global filed its motion to amend complaint, requesting that it be permitted to add two new causes of action. The first proposed cause of action is that Rogich fraudulently transferred its interest in Eldorado Hills to TELD with the actual intent to hinder and delay or defraud.

The second claim seeks to offset attorneys' fees awarded to Rogich in the state court action on the basis that "Rogich was not entitled to a dismissal or an award of attorneys' fees and costs" in the state court action. Motion to amend, ECF Number 68, Exhibit 3 at paragraph 99.

Oral argument on each of the motions was jointly held on (indiscernible) 25th, 2015, after which the motions were taken under advisement.

Jurisdiction: Plaintiffs initiated this action and assert jurisdiction under 28 U.S.C. Section 1334(b) and allege that it is a core proceeding under 28 U.S.C. Section 157(b). The Court finds that it has jurisdiction under Section 1334, as the matter is at least related to the underlying bankruptcy case.

Analysis: There are two dispositive motions currently before the Court. Though there are factual procedural differences attendant to the motions, the parties in the motions to dismiss and motions for summary judgment intersect at two points.

Both challenge that, one, Go Global is the real party in interest in this action; and, two, Judge Allf's decision in the state court action precludes any and all claims related to Mr. Huerta's or Go Global's rights under the 2008 purchase agreement.

Other arguments are separately raised.

The motion to dismiss also seeks an independent determination that Go Global is judicially estopped from asserting claims against TELD, Eldorado, or Imitations.

Also challenged is the sufficiency of the allegations for civil conspiracy and argues that TELD was a bona fide purchaser for value protected from Go Global's claims currently asserted.

Defendants TELD and Eldorado Hills also raise the

entire controversy doctrine in its reply to plaintiff's opposition to defendants' motion to dismiss, pages 23 through 25.

The Court shall address the standing issue as it is a threshold issue; but because I find claims preclusion is to be determinative in this case, and the most consistent means to address the myriad of issues raised, I do not reach the other issues raised in the motion to dismiss.

One, real party in interest: The moving defendants challenge Go Global as the real party in interest. Each has argued that under the July 20 -- excuse me, July 30, 2013 assignment of contract, Go Global assigned its interest under the purchase agreement to the Alexander Christopher Trust. These arguments were understandable as the adversary complaint discloses neither the original assignment from Go Global to the Alexander Christopher Trust nor the November 17, 2014 assignment of contract from the Alexander Christopher Trust back to Go Global.

However, Go Global has attached the 2014 assignment from the trust to Go Global to its opposition of both motions. The introduction of the assignment is outside the scope of the motion to dismiss and technically transforms it into one summary judgment under Federal Rule of Civil Procedure 12(d) made applicable by Federal Rule of Bankruptcy Procedure 7012(b).

TELD and Eldorado Hills simply argue that the assignment is fraudulent without any development of that argument. Rogich challenges the authenticity and admissibility of the November 17, 2014 assignment of contract. It argues that the declarations submitted by Mr. Huerta to authenticate the document is invalid, as it is made upon information and belief rather than the personal knowledge required by Rule 56(c)(4) and 28 U.S.C. 1746.

Mr. Huerta declares in the declaration under penalty of perjury that his declaration is true and correct to the best of his knowledge. ECF Number 37 at page 2. In so doing, he violates the provisions of Section 1746 which require an unsworn declarant to unqualifiedly state that the information is true and correct. Satterwhite vs. Dy, 2012 WL 748287 at page 2 (W.D. Wash., March 5, 2012).

However, Mr. Huerta's declaration also states that, "I have personal knowledge of the facts set forth herein." ECF Number 37, page 32. Additionally he states that the attached assignment is a true and correct copy; Id.

While Mr. Huerta's declaration is improper and the content ambiguous regarding his personal knowledge, this is not fatal on summary judgment.

The Ninth Circuit has instructed that:

"In determining admissibility for summary judgment purposes, it is the contents of the evidence rather

than its form that must be considered."

Fraser vs. Goodale, 342 F.3d 1032 at 1036 through 1037 (9th Cir. 2003).

"If the contents of the evidence could be presented in an admissible form at trial, those contents may be considered on summary judgment." Id.

See also Federal Rule of Civil Procedure 56(c)(2).

Because it appears that the most recent assignment of contract could be authenticated at trial by Mr. Huerta, the Court finds that there is a genuine issue of material facts surrounding Go Global's rights under the 2008 purchase agreement and its ability to maintain the instant action. Therefore, the motion to dismiss and the motion for summary judgment must be denied as the defendants challenge regarding Go Global as the real party in interest.

Two, claim preclusion: The moving defendants rely upon Judge Allf's grant of partial summary judgment in the state court action as bar to the present action. Again, the procedural posture of the motion to dismiss is confused by Defendant TELD's and Eldorado's reliance on matters beyond the face of the complaint, including not in the least Allf's rulings.

Because Defendants' motion for summary judgment -- because Defendant Rogich's motion for summary judgment runs parallel to the motion to dismiss and properly raises the

factual matters necessary for resolution, the Court shall deem the motion to dismiss as one for summary judgment under Rule 12 and combine that motion to Defendant Rogich's motion for summary judgment as to the effect of the state court action.

Go Global maintains the defendants have failed to satisfy all of the elements necessary for claims preclusion. It argues that the parties are not the same and a dismissal in the state court action cannot support claims preclusion. Moreover, Go Global now asserts claims beyond those raised in the state court action and emphasizes that these claims were never adjudicated, and no decision has ever been entered on the merits as to the newly-added claims or newly-added defendants.

Go Global also argues that Judge Allf erred in her decision to judicially estop Mr. Huerta and Go Global from pursuing collection of payments owed under the purchase agreement because Mr. Rogich was not a creditor of either bankruptcy estate.

Subsection A, Nevada law governs the preclusive effect of Judge Allf's decision. To determine the preclusive effect of a state court decision, this Court must first identify whether federal or state law governs. It is clearly established that the preclusive effect of a state court judgment to federal proceedings is determined by reference to the law of that state.

Marrese vs. American Academy of Orthopedic Surgeons,

470 U.S. 373 at 380 (1985). Gayden vs. Nourbakhsh, N-O-U-R-B-A-K-H-S-H (In Re Nourbakhsh), 67 F.3d 798 at 801 (9th Cir. 1995). In Re Baldwin, 245 B.R. 131 at 134 (9th Cir. B.A.P. 2000). In Re Grossman, 538 B.R. 34 at 44 (Bankr. E.D. Cal. 2015). See also Christopher Klein, et al. Principles of Preclusion and Estoppel in Bankruptcy Cases, 79 American Bankruptcy Law Journal, 839 at 878 through 882, 2005.

All parties recognize Five Star Capital Corporation vs. Ruby, 124 Nevada 1048, 194 P.3d 709 (2008) as the seminal Nevada case on claims preclusion, sometimes referred to as "res judicata." In Five Star, the Nevada Supreme Court acknowledging that although claim preclusion and issue preclusion are related and often confused, they serve different purposes. The Court examined how its prior decisions have blurred these separate legal doctrines. Underlying these prior decisions, however, the court recognized that, "A valid and final judgment on a claim precludes a section action on that claim or any part of it." Id. at 1052, 194 P.3d at 712 (quoting University of Nevada vs. Tarkanian, 110 Nevada 581, 599 879 P.3d 1180 at 1191, 1994).

Because claims preclusions has a broader reach than issue preclusion, it "embraces all grounds of recovery that were asserted in a suit, as well as those that could have been asserted." Id. at 1053, 194 P.3d at 712 (quoting Tarkanian 110 Nevada at 599 879 P.3d at 1191).

Concerned that certain of its precedents had adopted a test that "overly rigid in light of purposes of claims preclusion previously established by this Court," the Nevada Supreme Court adopted the following three-part test to determine whether a second action was barred under the doctrine of claim preclusion:

> "(1) the parties or their privies are the same, (2) the final judgment is valid, and (3) the subsequent action is based on the same claims or any part of them that were or could have been brought in the first case."

Id. at 1054, 194 P.3d at 713.

In contrast, the Nevada Supreme Court clarified the test for issue preclusion, also referred to as 'collateral estoppel.' In doing so, it specifically recognized and adopted the requirement that the issue to be precluded from re-litigation had to be actually and necessarily litigated. Id. at 1055, 194 P.3d at 713, as revised by Five Star. To establish issue preclusion, the moving party must show:

> "(1) the issue decided in the prior litigation must be identical to the issue presented in the current action, (2) the initial ruling must have been on the merits and have become final, (3) the party against whom the judgment is asserted must have been a party or in privity with a party to the prior litigation,

and (4) the issue was actually and necessarily litigated." Id.

The Court's application of the test for claim preclusion in Five Star is illustrative. There, the plaintiff had sued for specific performance of a contract to purchase real property. When the plaintiff's counsel failed to appear for a calendar call, the District Court dismissed the case pursuant to local rule. The plaintiff did not appeal dismissal. Instead, it filed a second action against the same party, again seeking specific performance, but also adding a claim for breach of contract. The defense successfully moved for summary judgment that the prior judgment precluded the section action.

Applying the revised test, the first element, that the parties to the second action were the same or privity as those involved in the first case, was uncontested. The parties in both actions were identical.

As in this instant case, the plaintiff appellant argued that the judgment in the first case did not preclude its second action because the dismissal was not entered on the merits, and therefore the second element was not met.

The court considered this challenge. In a footnote, it recognized that:

"While the requirement of a final judgment does not necessarily require a determination on the merits, it

does not include a case that was dismissed without prejudice or for some reason (jurisdiction, venue, failure to join a party) that is not meant to have preclusive effect."

Id. at 317, Note 27 (citing generally 19 Moore's Federal Practice Section 131.30(3)(a) Third Edition 2008, Restatement Second Judgments Section, 19, a, Section 20, 1982, NRCP 41B).

However, Nevada Rule of Civil Procedure 41(b) defined the operative effect of the dismissal presented before it. The rule provides in relevant part that, quote:

"Unless the court, in its order for dismissal, otherwise specifies, a dismissal under this subdivision and a dismissal not provided for in this rule other than a dismissal for failure to join a party under Rule 19 operates as an adjudication upon the merits."

Because the dismissal was for a failure to appear, it operated as adjudication upon the merits under Rule 41(b). Based upon the language of that rule, the court held that, "dismissal in the first suit is properly considered a final judgment for claims preclusion purposes." Five Star, 124 Nevada at 1058, 194 P.3d at 715.

Five Star also argued that claim preclusion was improper because the second action included a claim for breach

of contracts, whereas the first action had only sought specific performance. The Nevada Supreme Court summarily rejected this argument in light of the expansive reach of claim preclusion. Block quote:

> "As explained above, claim preclusion applies to prevent a second suit based on all grounds of recovery that were or could have been brought in the first suit. Since the second suit was based on the same facts and alleged wrongful conduct of Ruby as in the first suit, the breach of contract claim could have been asserted in the first suit. As a result, claim preclusion applies and the District Court properly granted summary judgment in favor of Ruby." Id.

The above discussion of the Five Star decision and the Nevada Supreme Court's application of claim preclusion precludes one of Go Global's major defenses to preclusion of its claims in light of Judge Allf's prior decision. Go Global has repeatedly stressed and argued that claim preclusion is improper in this instance because the claims for civil conspiracy, violation of fiduciary duties, and aiding and abetting that violation of fiduciary duties was never actually raised or litigated before the state court.

Under the Nevada Supreme Court's restated and clarified test in Five Star, it is imperative that the movant

show that the issues in the first and second case are identical and actually necessarily litigated in the first case to establish issue preclusion. No such requirement exists for claim preclusion.

Whereas issue preclusion focuses upon the issues litigated, claims preclusion directs its attention to the parties and the claims that were or could have been brought in that first action from a common set of operative facts. Any and all claims emanating from that set of facts litigated to final judgment in the first action are precluded from relitigation in a second action between the same parties or their privies, regardless of whether they were actually litigated in the first.

The Nevada Supreme Court addressed this in its -- another block quote:

> "Thus, while claim preclusion can apply to all claims that were or could have been raised in the initial case, issue preclusion only applies to issues that were actually and necessarily litigated and on which there was a final decision on the merits. The reason for this distinction is because claim preclusion applies to preclude an entire second suit that is based upon the same set of facts and circumstances as the first suit, while issue preclusion as stated in LaForge applies to prevent relitigation of only a

specific issue that was decided in a previous suit between the parties, even if the second suit is based on different causes of action in different circumstances."

Id. at 1055 194 P.3d at 713 through 714, internal citation omitted.

Accordingly, claims preclusion does not require that the movant establish specific issues were actually and necessary litigated.

B, abdication of the instant case. Go Global has sued Rogich, TELD, Imitations, Eldorado Hills in the instant action to recover payments due under the 2008 purchase agreement between Mr. Huerta, Go Global and Rogich. Go Global sues Rogich for breach of the purchase agreement, breach of the covenant of good faith and fair dealing in regard to the performance of obligations under the purchase agreement, and negligent misrepresentation, though it has cast this claim to include the possibility of fraud as well.

Additionally, Go Global has added a claim against Rogich for breach of fiduciary duty to deprive the plaintiff any consideration of compensation after plaintiff acquiesced to Rogich's request that it surrender its interest in Eldorado. Adversarial complaint at Paragraph 48.

Go Global asserts a separate cause of action against TELD, Imitations, and Eldorado Hills for aiding and abetting

Rogich in the breach of fiduciary duty to deprive it of compensation. Id. at Paragraph 53.

Finally, Go Global includes a claim for civil conspiracy against TELD, Imitations, and Eldorado Hills conspiring with Rogich to deprive it of compensation due under the purchase agreement.

Subsection 1: The parties are the same or are in privity to the parties in the first action. To preclude Go Global from maintaining its current action, the parties in this action must be the same or in privity with those in the state court action. Five Star, 124 Nev. at 1054, 194 P.3d at 715.

The parties in the first action were Carlos Huerta and the Alexander Christopher Trust as plaintiffs and Rogich and Eldorado Hills as the named defendants. In the instant action, Go Global is the sole plaintiff. Rogich and Eldorado Hills are again named as defendants, but TELD and Imitations are named as defendants, as well.

While Rogich and Eldorado Hills were defendants in both actions, the plaintiffs have changed and additional defendants have been added.

Subparagraph 1: Plaintiffs are in privity. Based upon the prior discussion of Go Global's assignment contract, for purposes of summary judgment the Court assumes the Alexander Christopher Trust assigned its interest under the purchase agreement back to Go Global shortly after Judge Allf's

ruling on partial summary judgment and before the commencement of the case. The assignment contract precludes dismissal for lack of standing, but by the same token, it also conclusively establishes Go Global's privity with the Alexander Christopher Trust for purposes of preclusion.

It is (indiscernible - recording malfunction) law that an assignee is bound as one in direct privity to a prior judgment against its assignor. In Paradise Palms v. Paradise Homes, 87 Nev. 27 at 30 through 31, 505 P.2d 596 at 598 through 599 (1973). The Nevada Supreme Court held that privity exists where a party, quote, "acquired an interest in a subject matter affected by the judgment through one of the parties as by inheritance, succession or purchase." See also Bower v. Harrah's Laughlin, Inc., 125 Nev. 474, 81, 215 P.3d 709, 718 (2009). See also In Re Schimmels 127 F.3d 875, 881, 882 (9th Cir. 1997).

> "First a non-party who has succeeded to a party's interest in property is bound by any prior judgment against the party."

Go Global acquired its interest in present claims through assignment by the Alexander Christopher Trust. Such assignment establishes privity between the plaintiffs in two actions as a matter of law.

Subsection 2, defendants: No discussion was offered as to the nexus between the defendants in the two actions.

Presumably, this is because Rogich and Eldorado Hills were defendants in both actions, clearly satisfying the requirements as to them. Defendants TELD and Imitations, however, were not parties to the state court action. This fact is noted in in passing in Go Global's Opposition to Motion to Dismiss Complaint, ECF Number 75 at page 10.

It was again raised in oral argument, yet there is no discussion regarding TELD's or Imitations' relationship with Rogich or Eldorado Hills. The Court therefore cannot rule on whether TELD was in privity with the defendants in the state court action.

This does not end the Court's inquiry, however. Any concerns as to privity among the defendants and to application of claims preclusion, given the introduction of TELD and Imitation into this litigation, were resolved by the Nevada Supreme Court's recent decision at Weddell v. Sharp, 350 P.3d 80 (D. Nev. 2015). That decision was entered on May 28, 2015, prior to oral argument in this matter. The rehearing of the Supreme Court decision was not denied until July 23, 2015, roughly a month after oral argument. In Weddell, the Nevada Supreme Court adopted the doctrine of non-mutual claim preclusion.

I find that this doctrine supports application of claims preclusion in this case, subject to Go Global being given an opportunity to present a good reason for not bringing

the claims in the state court action.

Nonmutual claim preclusion prevents parties from relitigating the same core facts for same claims against new defendants.

> "Non-mutual claim preclusion is designed to obtain finality and promote judicial economy in situations where civil procedure rules governing non-compulsory joinder, permissive counterclaims, and permissive cross-claims fall short." Id. at 81.

In Weddell, two business partners engaged a panel of attorneys to resolve various business debts informally through alternative dispute resolution. The panel entered a decision largely adverse to appellant Weddell. The other party instituted an action to validate the panel's decision. Weddell answered and counterclaimed against his business partner. Judgment was entered confirming the arbitration.

Roughly two years later, Weddell sued the panel members for their actions in the dispute resolution process. The District Court dismissed the action in light of the prior action, even though the panelists were not parties in the original suit.

On appeal, the Nevada Supreme Court concluded that the relationship between the prevailing business partner and the panel did not fall within the official definition for privity, which had been limited to where the litigant had,

quote:

"Acquired an interest in the subject matter affected by the judgment through one of the parties, as by inheritance, succession or purchase."

Id. at 82, citing Bower v. Harrah's Laughlin, Inc., 125 Nevada 470, 481, 215 P.3d 709, 718 (2000).

Nor did the defense establish privity under the doctrine of adequate representation adopted by the Nevada Supreme Court in Alcantara v. Walmart Stores, Inc., 321 P.3d 912 at 917 through 918 (2014), and the Restatement (Second) of Judgments Section 41.

Despite the lack of privity, the Court noted that the claims in both actions, quote:

"Were premised upon the same alleged facts."

Weddell, 330 P.3d at 83.

Because the prior action has resulted in a valid final judgment, quote:

"But for Five Star's privity requirement, appellant's causes of action against respondents would be barred by claims preclusion." Id.

Reflecting on its decision in Five Star, the Nevada Supreme Court concluded that such result, quote:

"Reveals that Five Star's test for claims preclusion does not fully cover the important principles of finality and judicial economy that it intended to

capture." Id.

To address this deficiency, the Nevada Supreme Court modified the privity requirement based upon its recognition that implicit in its discussion of claims preclusion within Five Star, quote:

> "Generally, a party need not assert every conceivable claim against every conceivable defendant in a single action." Id.

To more appropriately address those principles of finality and judicial economy, Weddell expanded the privity requirement for purposes of claims preclusion to require, quote:

> "The parties and their privities must be the same in the instant lawsuit as they were in the previous lawsuit, or the defendant can demonstrate that he or she should have been included as a defendant in the earlier suit and the plaintiff fails to prove a 'good reason' for not having done so." Id. at 85.

In revising the test for privity, the Nevada Supreme Court was persuaded by instances where federal courts had applied claims preclusion in the absence of privity. Specifically, the Court discussed the First Circuit's decision in Airframe Systems, Inc. v. Raytheon Company, 601 F.3d 9, pages 11 through 14, (1st Cir. 2010) and the Third Circuit's decision in Gambocz v. Yelencsics, 468 F.2d 837 (3d Cir. 1972).

In Airframe Systems, the plaintiff had sued a parent company and one of its subsidiaries for copyright infringement. After the case was dismissed, the plaintiff initiated a second action against the former parent of the subsidiary to cover an earlier period of the same alleged infringement. The second action was precluded despite the lack of privity based upon the close and significant relationship between the companies and the plaintiff's efforts to use the present and former parent company as proxies for the subsidiary.

The Third Circuit also precluded a later action against new defendants in Gambocz, again despite the absence of privity. There, the plaintiffs sued several individuals for conspiring to thwart his efforts to become mayor. After that, the case was dismissed. The plaintiff filed a second action against the same defendants for the same actions, but added additional defendants.

The Third Circuit also applied the close and significant relationship standard, and as read by the Nevada Supreme Court found that a sufficient relationship existed to support claim preclusion, quote:

> "In light of the fact that the newly named defendants had allegedly participated in conspiracy with the previously named defendants and were even mentioned in Gambocz's complaint in the first lawsuit." Weddell, 350 P.3d at 84.

Here, defendants TELD, Eldorado Hills, and Imitations were involved in the underlying actions raised in the original action. TELD was the entity to whom Rogich transferred his interests in Eldorado Hills. Adversary Complaint Paragraph 30.

Imitations is the entity in which Rogich received ownership in exchange for transferring its interest in Eldorado Hills to TELD. Id. at Paragraph 32.

The transfer in general, and TELD and Eldorado Hills in particular, are discussed at length in the complaint commencing the state court action. The centerpiece of that complaint is the allegation that Rogich's transfer of its interest in Eldorado Hills to TELD, quote:

> "Breached the agreement and made it impossible for Huerta and Go Global to receive their rightful return of the debt."

First Amended Complaint, state court action, Paragraph 13. See also Paragraph 23.

Now, Go Global seeks to hold TELD, Imitations, and Eldorado Hills liable for their participation and involvement in the very same transfer by which it alleges that Rogich breached the Purchase Agreement. It is inescapably clear that Go Global seeks to hold the new defendants for variations of liability emanating from the same operative act, the transfer of interest from Rogich to TELD, and Rogich's interest of Eldorado Hills.

The first amended complaint in the state court action details TELD's and Eldorado Hills's involvement in the transfer, placing it beyond dispute that these defendants and their involvement were clearly known to the plaintiffs when the state court action was litigated.

TELD and Eldorado Hills have demonstrated that they should have been included as defendants in the state court action, thereby bringing themselves within the purview of Nevada's doctrine of nonmutual claim preclusion as set forth in Weddell.

However, as alluded to previously, summary judgment on this element for claim preclusion is proper only if Go Global cannot provide a good reason for failing to include the new defendants in the state court action.

Because the Weddell decision was not entered until after oral argument, Go Global was unaware of the standard to be applied. For this reason, the Court will not enter summary judgment on this element or claim preclusion at this time. Instead, it will give Go Global until December 9, 2015 to file a supplemental brief to address this limited point, namely the reasons for not bringing the claims it now asserts against TELD, Eldorado Hills, and Imitations within the state court action.

TELD, Eldorado Hills, and Imitations may file a reply to Go Global's briefing by December 23, 2015, at which time the

matter will be deemed submitted without further oral argument.

Subsection B, the final judgment is valid. Much of Go Global's opposition to claim preclusion is focused on the second element as set forth in Five Star, that there must be a valid and final judgment in the first action. It argues that no such judgment exists because the first action was dismissed without prejudice.

Indeed, the Nevada Supreme Court adopted such a position in Five Star where it noted that, quote:

> "While the requirement of a final judgment does not necessarily require determination on the merits, it does not include a case that was dismissed without prejudice or for some reason, jurisdiction, venue, failure to join a party, that is not meant to have preclusive effect."

Five Star, 120 Nev. 1054, 194 P.3d at 713, note 27.

Judge Gordon recently addressed this issue in Branch Banking and Trust Company v. Rad, 2015 WL 5664393 (D. Nev. Sep. 24, 2015). Construing the preclusive effect of a prior state court action having been dismissed without prejudice and citing to Five Star, Judge Gordon also agreed that a dismissal without prejudice does not constitute a final judgment for purposes of claims preclusion. Id. at page 7.

Go Global further relies upon a Ninth Circuit precedent for the proposition that the issue in question must

have been fully litigated to a final judgment on the merits in order for the doctrine of claim preclusion to apply.

While the rule of law that Go Global argues is sound, the facts underlying the argument are problematic. Go Global never identifies a basis for its proposition that the state court action was dismissed without prejudice.

The closest it comes that the Court has found is its argument in its opposition to the motion for summary judgment, ECF Number 36 at page 2, that states:

> "While Judge Nancy Allf dismissed some of the claims on procedural grounds in the Nevada District Court case, Case Number A13-686303-C, the Nevada District Court action, such claims were not dismissed with prejudice, which is required for claims preclusion."

Defendant Rogich has submitted Judge Allf's order granting partial summary judgment entered in the state court action as Exhibit 6 to his motion for summary judgment. In it, as the Court has previously cited, Judge Allf concludes her order and provides:

> "Wherefore, it is ordered that the Rogich Family Irrevocable Trust Motion for Partial Summary Judgment be and hereby is granted in the first, second and third claims for relief of Carlos Huerta Individually and as Trustee of the Alexander Christopher Trust are dismissed." Id. at 3.

While the order dismisses the cause of action, it does so only in furtherance of granting the motion for summary judgment.

Defendant Rogich also submits a partial transcript of the October 8, 2014 proceedings in the state court action as Exhibit 5. The transcript itself is entitled, Reporter's Partial Transcript of Proceedings, Defendant Sig Rogich Trustee of the Rogich Family Irrevocable Trust Motion for Partial Summary Judgment, Plaintiff's Opposition to Defendant's Motion for Partial Summary Judgment, and Counter-motion for Partial Summary Judgment, Plaintiff's Motion to Continue Trial on order Shortening Time Ruling.

Judge Allf concludes in her oral ruling by stating that, quote:

> "This is a case that's very ripe for judicial estoppel, and under the applicable case the law, the motion is granted." Exhibit 5, page 3.

The clear evidence establishes that the state court case was not dismissed, much less without prejudice. The State Judge Allf held that Huerta and the Trust were judicially estopped from pursuing their claim for recovery against Rogich under the purchase agreement. Judicial estoppel, like the issue of claim preclusion, is a substantive, affirmative defense to liability. See generally Abara v. Alltech Industries, Inc., 838 F.Supp.2d 995 at 997 (E.D. Cal. 2011).

See also Principles of Preclusion, 79 American Bankruptcy Law Journal at 882.

Having adjudicated these affirmative defenses, Judge Allf found for the defendant and dismissed the claims on summary judgment. It is black letter law that judgment resulting from a contested summary judgment constitutes a final adjudication on the merits. Steen v. John Hancock Life Insurance Company, 106 F.3d 904, 912 (9th Cir. 1997.) Brand v. Rowland, 154 F.3d 952, 957 (9th Cir. 1998), quote: "A grant of summary judgment as a final adjudication on the merits."

Maher v. GSI Lumonics, Inc., 433 F.3d 123, 127 (1st Cir. 2005.) Lommen v. City of East Grand Forks, 97 F.3d 272 at 275, (8th Cir. 1996) construing Minnesota Law. In Re Griego, 64 F.3d 580, 584 through 585 (10th Cir. 1995) applying New Mexico law. See also 18 Charles Alan Wright, Arthur R. Miller and Edward H. Cooper, Federal Practice and Procedure, Jurisdiction Section 4444, 1981.

Moreover, it bears mention that even if considering dismissal, any such dismissal of the state court action was not based upon Nevada Rule of Civil Procedure 41, nor was it based upon lack of jurisdiction, improper venue, or a failure to join a party. Therefore, it would operate as an adjudication upon the merits pursuant to the specific language of Nevada Rule of Civil Procedure 41(b).

Indeed, this is the basis on which the Nevada Supreme

Court upheld claims preclusion in Five Star, based upon the first case dismissal for failure to comply with local rules. Therefore, Judge Allf's grant of summary judgment based upon the doctrine and the affirmative defense of judicial estoppel constitutes a final adjudication on the merits.

Subsection C, this action is based on the same claims that were or could have been brought in the state court action. Claims are precluded under Nevada law only where, quote:

> "The subsequent action is based upon the same claims or any part of them that were or could have been brought in the first case."
>
> Five Star, 124 Nev. at 1054, 194 P.3d at 713.

The plaintiffs' later claims for contract damages were precluded by a prior denial of specific performance arising from the same contract in breach.

In Weddell, the defendant/counterclaim plaintiff in an action that confirmed the validity of a dispute resolution was barred from bringing a later action against the panel that entered the challenged dispute resolution.

Mr. Huerta and the Alexander Christopher Trust originally sued Rogich for breach of contract, breach of the covenant of good faith and fair dealing, and negligent misrepresentation, each arising from Rogich's transfer of his interest in Eldorado Hills to TELD.

Go Global now asserts five causes of action in this

case. Three of the causes, again, are directed against Rogich only and duplicate exactly the claims denied in the original action: Breach of contract, breach of the covenant of good faith and fair dealing, and negligent misrepresentation.

Though Go Global's sixth claim for relief is denominated as one for fraud and/or negligent misrepresentation, it does not differ materially in the allegations contained or relief sought through that claim for relief. Therefore, though Go Global has changed some of the phraseology in its complaint, these three claims for relief are identical to those raised in the state court action.

Go Global includes three additional claims for relief not raised in the state court action. The first claim is directed at all defendants for civil conspiracy. The civil conspiracy claims allege only that the defendants conspired, quote, "To deprive the plaintiffs of profits, consideration and/or interests and have each taken action in conformity with that purpose." Adversary complaint at Paragraph 40.

The consideration referred to is defined as, quote, "Any consideration to be provided to the plaintiff under the express terms of the agreement." Id. at Paragraph 42.

The second and third claims for relief are related. The second claim for relief is directed against Rogich for his breach of fiduciary duty, whereas the third claim for relief is directed at TELD, Imitations, Eldorado Hills' aiding and

abetting role, which is breach of fiduciary duty.

Go Global alleges that Rogich was a fiduciary and that he relied upon him or it, quote, "to honor his agreement on more than $2 million of debt owed to him from defendant." Id. at Paragraph 45.

Rogich is alleged to have breached that duty by conspiring to deprive Go Global of consideration or compensation. Id. at Paragraph 48.

At the same time, by conspiring with Rogich, TELD, Imitations, and Eldorado Hills are alleged to have substantially assisted Rogich in his breach of fiduciary duty. Id. at Paragraph 53.

This deprivation of consideration or compensation is at the core of the alleged civil conspiracy and breach of fiduciary claims and pertains to Rogich's transfer of his interest in Eldorado Hills to TELD for which he is alleged to have received his interest in Imitations.

The Rogich transfer serves as the operative act supporting the claims for each and every claim of relief asserted against Rogich in the state court action and against every defendant in the present case. No other operative act was alleged in Go Global's complaint. For this very reason, Eldorado Hills and TELD figure prominently in the original complaint in the state court action, as noted previously.

Imitations' sole connection, as discussed before, is

-- in the instant case, rested in the fact that Rogich allegedly received ownership in it in exchange for the transfer of Eldorado Hills to TELD. The present action is based upon the same facts and alleged wrongful conduct that serves as the basis of the state court action; namely that Rogich improperly transferred his interest in Eldorado Hills and the resulting failure to pay Go Global under the purchase agreement. The additional claims could have been asserted in the state court action.

In summary, the Court finds that all the elements of preclusion exist such that Judge Allf's grant of partial summary judgment in the state court action bars further litigation of the claims presented against Defendants Rogich, TELD, and Eldorado Hills, subject to the opportunity provided to Go Global to present a good reason why such claims were not raised in the state court action within the parameters and the holding of Weddell v. Sharp.

Section 3, the motion to amend is futile. On June 5, 2015, shortly before oral argument on the pending motions to dismiss and for summary judgment, Go Global filed its motion to amend. It seeks to add a claim against TELD for actual fraudulent transfer of Rogich's interest in Eldorado Hills and a claim for offset or setoff of attorney's fees awarded to Rogich in the state court action.

Go Global accurately observed that under Federal Rule

of Civil Procedure 15(a)(2), courts are directed to freely grant relief to amend complaints. Foman v. Davis, 371 U.S. 178 at 182 (1962).

But amendment is not an automatic right. Courts must review the proposed amendment to determine whether it, quote:

"Results from undo delays, made in bad faith, will cause prejudice to the opposing party, or is a dilatory tactic."

Chodos v. West Publishing, 292 F.3d 992 at 1003 (9th Cir. 2002).

Courts may also deny leave to amend, quote:

"If amendment of the complaint would be futile."

Gordon v. City of Oakland, 627 F.3d 1092, 1094 (9th Cir. 2010).

An amended claim is futile if it fails to state a cause of action upon which relief may be granted or be subject to dismissal. Miller v. Rykoff-Sexton, Inc., 845 F.2d 209 at 214 (9th Cir. 1988).

"A proposed amendment is futile only if no set of facts can be proved under the amendment to the pleadings that would constitute a valid and sufficient claim or defense."

As one Court has cautioned, quote:

"These factors are not to be understood rigidly or applied mechanically. Courts are instead counseled

to 'examine each cause upon its facts' and engage the propriety of granting leave to amend accordingly." SAES Getters SpA v. Aeronex, Inc., 219 F.Supp.2d 1081 at 1086 (S.D. Cal. 2002).

In this instance, the proposed claim for fraudulent transfer arises from the same transfer of interest, Rogich's transfer of its ownership interest in Eldorado Hills to TELD, that formed the basis for their claims asserted in the state court action and now is asserted and found to be barred in this action. As such, a claim for fraudulent transfer would also be barred under the Court's reasoning and interpretation of Nevada's doctrine of claim preclusion. Amendment therefore would be futile.

As to the proposed claim for setoff, Mr. Huerta and the Alexander Christopher Trust owe Rogich attorney's fees from the state court action. Go Global seeks to, quote:

"Set off the attorney's fees and costs paid or owing to Rogich and the defendants arising from the state court case."

ECF Number 68-3, Paragraph 100.

Presumably, the proposed setoff is against the debt Go Global seeks to recover under the purchase agreement. Given the circumstances of the case, I agree with the characterization offered by Rogich, that this is merely a disguised appeal of the fees awarded in the state court action.

This is particularly so given the allegations in the proposed amended complaint in its eighth claim for relief contesting the need for disclosure in the bankruptcy and challenging Rogich's underlying rights to the award of the attorney's fees in the state court action.

The state court judgment, including the award of attorney's fees, is entitled to the full faith and credit in this court pursuant to 28 U.S.C. Section 1738, and cannot be reviewed by this Court.

However, there is a more fundamental problem with the proposed setoff. Rogich has judgment against Mr. Huerta and the Alexander Christopher Trust for attorney's fees in the state court action. While the Alexander Christopher Trust presumably assigned all rights, title and interest under the purchase agreement back to Go Global, the attorney's fees award is a separate judgment and does not arise out of the purchase agreement.

The Alexander Christopher Trust cannot simply assign away its liability or alter Rogich's right to collect its attorney's fees from it. The Alexander Christopher Trust remains liable to Rogich for the attorney's fees. Go Global does not. As such, there is no mutuality of obligations to support any setoff.

Go Global has not addressed this fact either in their complaint or the briefing in support of the motion to amend,

nor has any party presented the Court with any Nevada law on setoff. However, bankruptcy courts are well familiar with the concept and the requirements of mutuality inherent in setoff. See 11 U.S.C. Section 553(a).

Therefore, it is the Court's conclusion that any amendment to add a claim for setoff based upon the debt owed by the Alexander Christopher Trust and the putative right to collect funds under the Purchase Agreement assigned and now held by Go Global would be futile for lack of mutuality.

For these reasons, the Court denies the motion to amend as futile. With this, this concludes the Court's oral ruling.

I would like to note, though, while still on the record, that the Court is at a loss at what this ruling means for Defendant Imitations, which did not participate in either the motion to dismiss or the motion for summary judgment.

I think that the easy answer is that this matter can be addressed within the supplemental briefing time parameters that I set out for Go Global to advise the Court as to the good reasons that would support it not naming the defendants -- the additional defendants in the state court action under Weddell v. Sharp, and the reply that is provided for the moving defendants. I also think that this will allow really any additional time that may be needed for other motions in this matter.

I want to note that I'm aware obviously that this transits the upcoming holiday season, and I am not tied to these deadlines. The parties are free to move them by stipulation as they see fit.

With that, I apologize for the length of time of this. But is there any question regarding the Court's oral ruling as to logistical nature and the supplemental briefing that it is seeking as a result of this order?

MR. SCHWARTZ: If I may, Your Honor, this is Sam Schwartz on behalf of Go Global.

THE COURT: Yes.

MR. SCHWARTZ: I just want to make sure I understand your ruling, that after the supplemental briefing with respect to the alternative defendants, you'll then decide whether the case could go forward with respect to those parties. Is that a fair statement of your ruling?

THE COURT: It is. I view it a little different, from a different perspective. The Court is inclined to grant claims preclusion absent Go Global carrying its burden under Weddell v. Sharp to establish a valid reason for not including them, and as such will enter the order consistent with the oral ruling absent a showing of good cause.

MR. SCHWARTZ: Understood, Your Honor. Thank you.

MR. LIONEL: Your Honor, Sam Lionel. Does Your Honor want a written order of any kind? Right now we have just what

Your Honor has stated.

THE COURT: Thank you, Mr. Lionel. I think that what I will do is draft a very short order allowing -- setting out the briefing deadlines for the reasons stated in the Court's oral ruling. I'll prepare that so we don't have to wait for signature and such, but that's all. So it will just request additional ruling as indicated -- indicate that the matter will be deemed submitted on conclusion of the briefing.

MR. LIONEL: Your Honor, we have a claim for attorney's fees.

THE COURT: Thank you for bringing that up. I think that -- you do have a claim for attorney's fees. I struggled somewhat but not too much with that, Mr. Lionel, in that it was raised, and properly raised, in the actual motion and then was never discussed again. So obviously you did not know the amount of your attorney's fees. What I would suggest is that it just be folded into the time for the supplemental briefing so that it can be addressed, as well.

I guess with that, if the parties really believe that oral argument is necessary on the attorney's fees, you could convince me to hold oral argument on the supplemental briefing, if the parties desire. I am not sure that that is really necessary, so I'll leave it to the parties to decide whether they want to ask the Court to reconsider deeming the matter submitted upon the conclusion of the briefing as to the

underlying motion to dismiss and subject.

MR. SCHWARTZ: Your Honor, this is Mr. Schwartz. I guess I have two questions that come to mind. One, maybe it makes sense for us both to comment on the attorney's fees in our supplemental briefs. And then do you want any page limits with to those briefs?

THE COURT: I'm going to trust counsel on the page limits. I think that considerable ink has been spilled on this. I hope I've demonstrated that I've tried to give this matter considerable consideration and have spent a considerable amount of time on this. So I'm looking for the arguments to be sharp and focused on supplemental briefing.

As to the motion for attorney's fees, I would suggest that it be handled separately from the supplemental briefing because I don't think it necessarily crosses.

So, Mr. Lionel, how do you see that matter, since you are the moving party for the attorney's fees?

MR. LIONEL: I will file something by the date you gave, Your Honor, for Go Global. I see no need for any kind of oral argument.

THE COURT: Okay. Thank you. All right. Unless there is anything else then, I think that covers all the matters that I wanted to address in addition to the Court's oral ruling. Thank you very much. That will conclude the proceeding and we'll be adjourned.

MR. LIONEL: Thank you.

THE COURT: Madam Clerk, I'll go ahead and disconnect.

MR. SCHWARTZ: Thank you, Your Honor.

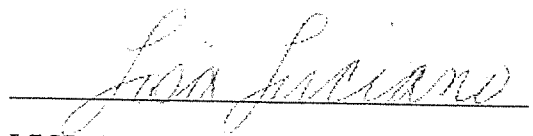
THE CLERK: All rise.

(Proceedings concluded at 3:54 p.m.)

* * * * *

CERTIFICATION

I, Lisa Luciano, court-approved transcriber, hereby certify that the foregoing is a correct transcript from the official electronic sound recording of the proceedings in the above-entitled matter.

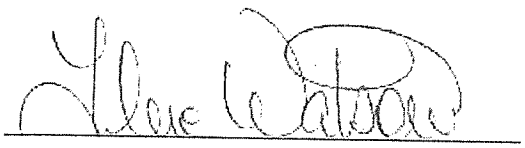


LISA LUCIANO, AAERT NO. 327 DATE: November 18, 2015

ACCESS TRANSCRIPTS, LLC

CERTIFICATION

I, Ilene Watson, court-approved transcriber, hereby certify that the foregoing is a correct transcript from the official electronic sound recording of the proceedings in the above-entitled matter.



ILENE WATSON, AAERT NO. 447 DATE: November 18, 2015

ACCESS TRANSCRIPTS, LLC

EXHIBIT 6

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CLERK OF THE COURT

ORD
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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.

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.

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7. On November 7, 2012, when Huerta and Go Global sent their letter to the Rogich Trust, Huerta and Go Global were aware that they had a claim against the Rogich Trust.

8. On June 18, 2013, Carlos Huerta filed a Declaration, under oath that stated in paragraph 4 thereof:

"In connection with confirmation of the Plan, I reviewed the Plan (as amended), Disclosure Statement (as amended) and all related exhibits thereto. The statements in those documents are true and accurate..." N.A THIS Declaration allowed Huerta & Go Global to confirm a Ch. 11 Plan. 7/22/13

10. On July 30, 2013, Huerta and Go Global assigned to the Alexander Christopher Trust "all money, assets or compensation remaining to be paid pursuant to the Purchase Agreement or from any act of recovery seeking to enforce the obligations of the parties thereto. Carlos Huerta and Christine Huerta are the grantors of said Trust and Carlos Huerta is the Trustee of said Trust.

11. On July 31, 2013, Carlos Huerta individually and as Trustee of said Trust filed this action against The Rogich Trust to recover the sum of $2,747,729.50 allegedly due under the Purchase Agreement.

LEGAL DETERMINATION

1. On November 7, 2012, Huerta and Go Global were aware that they had a claim against the Rogich Trust.
2. The said claim was not disclosed in Huerta's and Go Global's First Amended, Second Amended or Third Amended Disclosure Statements.
3. The said claim was not disclosed in Huerta's and Go Global's Plan or their first, second or third Amendments to the Plan.

WHEREFORE IT IS ORDERED that The Rogich Family Irrevocable Trust's Motion for Partial Summary Judgment be, and is hereby granted and the First, Second and Third claims for relief of Carlos A. Huerta, individually and as Trustee of the Alexander Christopher Trust are dismissed.

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AND WHEREAS on October 1, 2014, an Order Granting Partial Summary Judgment dismissing Plaintiff Nanyah Vegas', LLC's Fourth claim for relief was duly entered.

AND WHEREAS all claims for relief alleged in the Amended Complaint have been dismissed.

IT IS HEREBY ORDERED ADJUDGED AND DECREED that the Amended Complaint herein, be, and it is, hereby dismissed.

DATED this 3 day of November, 2014.

Nancy L. Allf
DISTRICT COURT JUDGE

SUBMITTED:
LIONEL SAWYER & COLLINS

By: _____
Samuel S. Lionel
300 S. Fourth Street, #1700
Las Vegas, NV 89101
Attorneys for Defendant

APPROVED
McDonald Law Offices, PLC

By: _____
Brandon McDonald
2505 Anthem Village Dr., Suite E-474
Henderson, NV 89052
Attorney for Plaintiffs

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EXHIBIT 7

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CLERK OF THE COURT

JUDG

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slionel@fclaw.com
FENNEMORE 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

☐ Voluntary Dismissal
☐ Involuntary Dismissal
☐ Stipulated Dismissal
☐ Motion to Dismiss by Deft(s)
☒ Summary Judgment
☐ Stipulated Judgment
☐ Default Judgment
☐ Judgment of Arbitration

10043401

WHEREAS, an Order Granting Motion for Award of Attorneys' Fees was duly entered on February 11, 2015 in favor of Defendant, The Rogich Family Irrevocable Trust, in the amount of $237,954.50 against said Plaintiffs; and

WHEREAS, on November 7, 2014, The Rogich Family Irrevocable Trust duly filed a Memorandum of Costs and Disbursements in the amount of $5,016.77; and

WHEREAS, the Plaintiffs did not file a Motion to Retax.

NOW THEREFORE IT IS ORDERED, ADJUDGED AND DECREED THAT the Defendant, The Rogich Family Irrevocable Trust, be and is hereby awarded Final Judgment against Plaintiffs Carlos A. Huerta, individually, and as Trustee of The Alexander Christopher Trust, dismissing the Amended Complaint, with prejudice, together with the award of $237,954.50, for attorneys' fees, plus costs taxed in the amount of $5,016.77.

Dated this 20 day of February, 2015.

DISTRICT COURT JUDGE

SUBMITTED by:
FENNEMORE CRAIG, P.C.
17th day of February, 2015

By:
Samuel S. Lionel
300 S. Fourth Street, #1400
Las Vegas, NV 89101
Attorneys for Defendant

GG002041

EXHIBIT 8

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CLERK OF THE COURT

ORD
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Telephone: (702) 383-8884
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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,

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

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:

UNDISPUTED MATERIAL FACTS

1. Nanyah alleged that he invested $1,500,000 for a membership interest in Eldorado which he intended to be a capital investment and that he did not receive an interest in Eldorado .
2. There is no evidence that Nanyah made an investment directly into Eldorado.
3. There was no privity between Nanyah and Eldorado.

LEGAL DETERMINATIONS

1. Nanyah's claim for unjust enrichment, if any, arose at the time of its alleged investment.
2. The applicable statutes of limitations are NRS 11.190(2) and NRS 11.220.
3. Nanyah's alleged claim of unjust enrichment cannot be maintained and is barred by the statutes of limitations.

WHEREFORE IT IS ORDERED that Defendant Nanyah Vegas, LLC's Countermotion is denied without prejudice; and

IT IS FURTHER ORDERED that the Defendant Eldorado Hills, LLC's Motion for Partial Summary Judgment against Defendant Nanyah Vegas, LLC, be and it is hereby granted.

DATED this 25 day of September, 2014.

DISTRICT COURT JUDGE

SUBMITTED:
LIONEL SAWYER & COLLINS

By: _____
Samuel S. Lionel
300 S. Fourth Street, #1700
Las Vegas, NV 89101
Attorneys for Defendant
Eldorado Hills, LLC

APPROVED
McDonald Law Offices, PLC

By: _____
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Attorney for Plaintiffs

EXHIBIT 9

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CLERK OF THE COURT

NOTC
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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,

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Defendants.

AND RELATED CLAIMS

Case No. A-13-686303-C

Dept. XXVII

NOTICE OF ENTRY OF ORDER

NOTICE OF ENTRY OF ORDER GRANTING PARTIAL SUMMARY JUDGMENT

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Notice is hereby given that on November 5, 2014 an Order Granting Partial Summary Judgment was duly entered , a copy of which is attached here as Exhibit A.

Dated: November 6, 2014.

LIONEL SAWYER & COLLINS

By: /s/ Samuel S. Lionel
Samuel S. Lionel, NV Bar #1766
300 South Fourth Street, 17th Floor
Las Vegas, NV 89101
Attorneys for Defendant

CERTIFICATE OF SERVICE

Pursuant to Administrative Order 14-2, the undersigned hereby certifies that a true and correct copy of the **Notice of Entry of Order Granting Partial Summary Judgment** was electronically served on this 6th day of November, 2014 on the following:

Brandon McDonald
McDonald Law Offices, PLCC
2505 Anthem Village Drive, Ste. E-474
Henderson, NV 89052
Brandon@mcdonaldlawyers.com

Attorney for Plaintiff

An Employee of Lionel Sawyer & Collins

LIONEL SAWYER & COLLINS
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(702) 383-0850

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CLERK OF THE COURT

ORD
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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,

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Defendants.

AND RELATED CLAIMS

Case No. A-13-686303-C

Dept. XXVII

ORDER GRANTING PARTIAL SUMMARY JUDGMENT

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LEGAL DETERMINATION

1. On November 7, 2012, Huerta and Go Global were aware that they had a claim against the Rogich Trust.
2. The said claim was not disclosed in Huerta's and Go Global's First Amended, Second Amended or Third Amended Disclosure Statements.
3. The said claim was not disclosed in Huerta's and Go Global's Plan or their first, second or third Amendments to the Plan.

WHEREFORE IT IS ORDERED that The Rogich Family Irrevocable Trust's Motion for Partial Summary Judgment be, and is hereby granted and the First, Second and Third claims for relief of Carlos A. Huerta, individually and as Trustee of the Alexander Christopher Trust are dismissed.

LIONEL SAWYER & COLLINS
ATTORNEYS AT LAW
1700 BANK OF AMERICA PLAZA
300 SOUTH FOURTH ST.
LAS VEGAS, NEVADA 89101
(702) 383-8888

AND WHEREAS on October 1, 2014, an Order Granting Partial Summary Judgment dismissing Plaintiff Nanyah Vegas', LLC's Fourth claim for relief was duly entered.

AND WHEREAS all claims for relief alleged in the Amended Complaint have been dismissed.

IT IS HEREBY ORDERED ADJUDGED AND DECREED that the Amended Complaint herein, be, and it is, hereby dismissed.

DATED this 13 day of November, 2014.

Nancy L. Allf
DISTRICT COURT JUDGE

SUBMITTED:
LIONEL SAWYER & COLLINS

By: _____
Samuel S. Lionel
300 S. Fourth Street, #1700
Las Vegas, NV 89101
Attorneys for Defendant

APPROVED
McDonald Law Offices, PLC

By: _____
Brandon McDonald
2505 Anthem Village Dr., Suite E-474
Henderson, NV 89052
Attorney for Plaintiffs

LIONEL SAWYER & COLLINS
ATTORNEYS AT LAW
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300 SOUTH FOURTH ST.
LAS VEGAS, NEVADA 89101
(702) 383-8888

AND WHEREAS on October 1, 2014, an Order Granting Partial Summary Judgment dismissing Plaintiff Nanyah Vegas', LLC's Fourth claim for relief was duly entered.

AND WHEREAS all claims for relief alleged in the Amended Complaint have been dismissed.

IT IS HEREBY ORDERED ADJUDGED AND DECREED that the Amended Complaint herein, be, and it is, hereby dismissed.

DATED this ___ day of October, 2014.

DISTRICT COURT JUDGE

SUBMITTED:
LIONEL SAWYER & COLLINS

By: _____
Samuel S. Lionel
300 S. Fourth Street, #1700
Las Vegas, NV 89101
Attorneys for Defendant

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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
HPCH, LLC,	11-28681-BAM
Debtors.	Confirmation Hearing Dates: 6/19/2013 & 6/20/2013 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:

TYPE	ESTIMATED AMOUNT OWED	PROPOSED TREATMENT
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.

Class #	Description	Impairment	Treatment
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 November2, 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 Litigaiton. 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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CLERK OF THE COURT

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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' MOTION FOR RECONSIDERATION OR RELEIF FROM ORDER GRANTING MOTION FOR PARTIAL SUMMARY JUDGMENT**

PLAINTIFFS 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 file their Motion for Reconsideration or Relief from Order Granting Motion for Partial Summary Judgment. This Motion is made and based upon the pleadings and papers on file herein, the following

Memorandum of Points & Authorities, and any oral argument entertained by the Court at the time of the hearing on this matter.

Dated this 22nd day of February, 2016.

SCHWARTZ FLANSBURG PLLC

By: /s/ Samuel A. Schwartz
Samuel A. Schwartz, Esq.
Nevada Bar No. 10985
Bryan A. Lindsey, Esq.
Nevada Bar No. 10662
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6623 Las Vegas Blvd. South, Suite 300
Las Vegas, Nevada 89119
Attorneys for Plaintiffs

NOTICE OF MOTION

You and each of you, will please take notice that the MOTION FOR RECONSIDERATION OR RELIEF FROM ORDER GRANTING PARTIAL SUMMARY JUDGMENT will come on regularly for hearing on the 29 day of March, 2016, at the In Chambers hour of ~~xxx~~, or as soon thereafter as counsel may be heard, in Department XXVII in the above-referenced court.

Dated this 22nd day of February, 2016.

SCHWARTZ FLANSBURG PLLC

By: /s/ Samuel A. Schwartz
Samuel A. Schwartz, Esq.
Nevada Bar No. 10985
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MEMORANDUM OF POINTS AND AUTHORITIES

Preliminary Statement

1. On November 5, 2014, this Court entered an Order Granting Partial Summary Judgment (the "**Order**") in favor of defendant Sig Rogich aka Sigmund Rogich, as Trustee of The Rogich Family Irrevocable Trust ("**Rogich**"), and entered its findings of fact and conclusions of law therein. See Order Granting Partial Summary Judgment, attached hereto as **Exhibit A**.

2. The Order granted partial summary judgment to Rogich on procedural grounds, namely, because the claims against Rogich were not disclosed in the disclosure statement (as amended, the "**Disclosure Statement**"), in the Plaintiffs' Chapter 11 bankruptcy case pending before the United States Bankruptcy Court for the District of Nevada (the "**Bankruptcy Case**"). As a result, this Court concluded that the creditors of the Plaintiffs in their Bankruptcy Case were never informed there were claims and/or receivables from Rogich to be collected. Consequently, creditors of the Plaintiffs were not fully informed of the Plaintiffs' claims against Rogich when determining whether to accept or reject the Plaintiff's Chapter 11 plan of reorganization (the "**Plan**"). Therefore, this Court granted Rogich's Motion for Partial Summary Judgment and dismissed the Plaintiff's claims.

3. Importantly, however, the Plan provided for payment of claims to the Plaintiffs' creditors in full. In fact, on February 10, 2016, all unsecured creditors of the Plaintiffs were paid in full pursuant to the terms of the Plaintiffs' Plan. See Motion to Close Bankruptcy Cases and Notice of Payment in Full filed in the Bankruptcy Case, attached hereto as **Exhibit B**; see also Declarations of Samuel A. Schwartz and Carlos A. Huerta, attached hereto as **Exhibits C and D**, respectively.

4. Accordingly, the Plaintiffs now bring this Motion for Reconsideration or Relief from Order Granting Partial Summary Judgment. As all of the Plaintiffs' creditors were paid in full under the Plan, the disclosure of the Plaintiffs' claims against Rogich in the Disclosure Statement is irrelevant. In fact, the lack of a discussion of the Plaintiffs' claims did not have any impact on the return to creditors, as they are now paid. Importantly, the Plaintiff's claims (via the Trust) are still timely under Nevada law, and should be vetted on their merits.

5. The Plan provided that creditors would be paid in full, and as of February 10, 2016, creditors in fact, were paid in full. Thus, this Motion should be granted.

Argument

A. Current Procedural Posture and Applicable Standard.

The Partial Summary Judgment Order and the Findings of Fact and Conclusions of Law are a Partial Adjudication Only, and thus are Interlocutory, Not Final.

6. The Court's Partial Summary Judgment Order and related Findings of Fact and Conclusions of Law are only a partial adjudication of this matter, and thus are only an interlocutory, not final decision. See Liberty Mut. Ins. Co. v. Wetzel, 424 U.S. 737, 744 (1976) (holding that orders granting partial summary judgment "are by their terms interlocutory"); Pintlar Corp. v. Fidelity and Cas. Co. of N.Y. (In re Pintlar Corp.), 124 F.3d 1310, 1312 (9th Cir. 1997).

7. Importantly, the Partial Summary Judgment Order only adjudicated Huerta's and Go Global's claims against Rogich (via the trust), and did not decide the rights of the remaining plaintiff, Nanyah Vegas, LLC, and thus is interlocutory. Although the Order indicated that on October 1, 2014, an Order Granting Partial Summary Judgment dismissing Plaintiff Nanyah Vegas, LLC's Fourth claim for relief, such order was reversed and remanded by the Nevada Supreme Court on February 12, 2016. See Order of Reversal and Remand, a copy of which is

attached hereto as **Exhibit E**.

8. As a result of the Partial Summary Judgment Order being interlocutory, the normal post-judgment avenues for relief -- Rules 59(e), 52(b) and/or 60(b) – are not presently available to the Plaintiffs, as those all require entry of a final judgment before such relief is available.[1] As set forth below, however, the Plaintiffs may still seek reconsideration and relief from the Partial Summary Judgment Order prior to the entry of a final judgment herein.

9. Moreover, this Court also has inherent authority to reconsider its prior orders. Masonry & Tile Constrs. V. Jolley Urga & With, Ltd., 941 P.2d 486, 489 (1997) (stating that "A district court may reconsider a previously decided issue if substantially different evidence is subsequently introduced or the decision is clearly erroneous."); Trail v. Faretto, 536 P.32d 1026, 1027 (Nev. 1975) (a district court may "for sufficient cause shown, amend, correct, resettle, modify or vacate, as the case may be, an order previously made . . . "). Moreover, this Court may entertain rehearing if it finds that it overlooked a germane legal or factual matter, which resulted in an erroneous decision. Cannon v. Taylor, 493 P.2d 1313, 1314-15 (1972).

Given the Interlocutory Nature of the Summary Judgment Order, the Court Can Reconsider and Grant Relief from It and Any Other Previous Order Entered in the Case.

10. This Motion is permitted pursuant to Rule 54(b) of the Nevada Rules of Civil Procedure and the Court's inherent power as derived from common law. Specifically, Rule 54(b), provides as follows:

> When multiple parties are involved, the court may direct entry of a final judgment

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1 Given the lack of a final judgment in the case at hand, relief pursuant to Rules 59(e) and/or 52(b) is not presently available. See Balla v. Idaho State Bd. or Corrs., 869 F.2d 461, 466-67 (9th Cir. 1989); Winnemucca Farms, Inc. v. Eckersell, 2009 WL 1328870, at *1 n.1 (D. Nev. May 12, 2009). Likewise, relief pursuant to Rule 60(b) is also not presently available because of the lack of a final judgment. See Prudential Real Estate Affiliates, Inc. v. PPR Realty, Inc., 204 F.3d 867, 880 (9th Cir. 2000); In re LDK Solar Secs, Litig., 584 F.Supp. 2d 1230-1252-53 (N.D. Cal. 2008); Santamarina v. Sears, Roebuck & Co., 466 F.3d 570, 572 (7th Cir. 2006).

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> as to one or more but fewer than all of the parties only upon an express determination that there is no just reason for delay and upon an express direction for the entry of judgment. In the absence of such determination and direction, any order or other form of decision, however designated, which adjudicates the rights and liabilities of fewer than all the parties shall not terminate the action as to any of the parties, and the order or other form of decision is subject to revision at any time before the entry of judgment adjudicating all the rights and liabilities of the parties.

Nev. R. Civ. P. 54(b) (emphasis added).

11. "[A] district court has the inherent power to reconsider and modify its interlocutory orders prior to the entry of judgment . . ." Smith v. Massachusetts, 543 U.S. 462, 475 (2005) (internal quotes omitted) (Ginsburg, J., dissenting); City of Los Angeles, Harbor Div. v. Santa Monica Baykeeper, 254 F.3d 882, 885-89 (9th Cir. 2001) (noting that such authority derives from common law); School Dist. No. 5 v. Lungren, 259 F.2d 101, 105 (9th Cir. 1958); see also Lemmons v. Georgetown Univ. Hosp., 241 F.R.D. 15, 21-22 (D.D.C. 2007).[2]

12. Although a motion to alter or amend a judgment pursuant to Rule 59(e) may not technically be available given the lack of a final judgment in this case, Nevada courts have still used that same standard by analogy in deciding whether to grant relief from an interlocutory order. See Keating v. Gibbons, 2009 WL 764546, at *1 (D. Nev. Mar. 20, 2009).

13. Under NRCP 59(e), the Court may grant reconsideration or rehearing when "new issues of fact or law are raised supporting a ruling contrary to the ruling already reached . . . ." Moore v. City of Las Vegas, 92 Nev. 402, 405, 551 P.2d 244, 246 (1976). Reconsideration is also appropriate when "substantially different evidence is subsequently introduced or the decision is clearly erroneous." Masonry and Tile Contractors Ass'n of S. Nevada v. Jolley,

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2 Federal cases interpreting the Federal Rules of Civil Procedure are "strong persuasive authority" for Nevada courts in interpreting the Nevada Rules of Civil Procedure because the Nevada Rules "are based in large part upon their federal counterparts." Executive Mgmt. Ltd., v. Ticor Title Ins. Co., 118 Nev. 46, 53, 38 P.3d 872, 876 (2002); Nelson v. Heer, 121 Nev. 823, 834, 122 P.3d 1252, 1253 (2005).

Urga & Wirth, Ltd., 113 Nev. 737, 741, 941 P.2d 486, 489 (1997). Upon granting reconsideration, "the court may make a final disposition of the cause without reargument or may reset it for reargument or resubmission or may make such other orders as are deemed appropriate under the circumstances of the particular case." EDCR 2.24(c).

14. Here, the Plaintiffs request that the Court reconsider its Partial Summary Judgment Order because the Plaintiff's payoff of all creditors under their Plan in the Bankruptcy Case is substantially different evidence, which shows that this motion is necessary to correct manifest errors of law or fact upon which the judgment is based and is necessary to prevent manifest injustice to the Plaintiffs.

If Applicable, Nevada Rule of Civil Procedure 60 Also Supports Reconsideration

15. Nevada Rule of Civil Procedure 60(b) is modeled on the Federal Rules of Civil Procedure, as written before the amendment of the Federal Rules in 2007. See NC–DSH, Inc. v. Garner, 125 Nev. 647, 650–51 nn. 1 & 2 (2009). Similarly, NRCP 60(b) permits relief from an order of the Court by motion or separate action. In connection with motions, NRCP 60(b) specifies permissible grounds, with some time limits in certain circumstances, however, the rule does not limit the power of this court to entertain an independent action to relieve a party from a judgment, order, or proceeding, or to set aside a judgment for fraud upon the court. See Bonnell v. Lawrence, 282 P.3d 712, 714 (2012). The Plaintiffs submit that in light of the facts and circumstances of this case, including both the remand of the Nanya Vegas, LLC claims, as well as the payment of all creditors in the Bankruptcy Case, relief from the Partial Summary Judgment is warranted and should be the result here.

16. Indeed, it is not disputed the Rogich parties were never the intended as beneficiaries of the Disclosure Statement or the Plan. They were not creditors whose votes

needed solicitation. Therefore, the failure to disclose this litigation had no impact on the Rogich parties. Critically, now that all unsecured creditors are paid in the Bankruptcy Case, the failure to discuss this action had no impact on Go Global's creditors. Accordingly, to the extent necessary or appropriate, the Summary Judgment Order should be lifted under NRCP 60(b) as well.

B. The Plaintiffs Paid All Unsecured Creditors In Full Pursuant to their Chapter 11 Plan

17. At its oral ruling on October 8, 2014, this Court stated that in Chapter 11 bankruptcy, "you declare your assets and then you tell creditors through a disclosure statement how you will use assets to pay creditors." See October 8, 2014 Transcript, p. 2, ll. 12-14, a copy of which is attached hereto as **Exhibit F**. Similarly, the Court later stated: "[I]n the Chapter 11 process you have the listing of assets then you have a disclosure statement that tells creditors how they will get paid and then the plan really just says how much they'll get paid and when." Id. at p. 3, ll. 13-16. Finally, this Court stated that the Plaintiffs' failure to list their claim against Rogich in their Disclosure Statement "evidences no intention that the creditors of Go Global would ever, ever, have benefited from this transaction." Id. at p. 3, ll. 22-23.

18. Simply put, this Court's granting of Rogich's Partial Motion for Summary Judgment was based solely on the failure to disclose the Plaintiffs' claim against Rogich in their Disclosure Statement, not the merits of the claims. Importantly, however, the Plan provided that creditors would be paid 100% of their allowed claims. On February 10, 2016, all allowed claims under the Plan were paid in full. See **Exhibits B through D**, attached hereto. With all creditors paid in full pursuant to the Plan, the failure to list the Rogich claims specifically in the Disclosure Statement is irrelevant, as it had no impact on creditors' recoveries.

19. Section 1125 of the United States Bankruptcy Code requires a disclosure

statement to contain adequate information of a kind that would enable a hypothetical reasonable investor to make an informed judgment about a debtor's plan. 11 U.S.C. § 1125. Importantly, however, "nonsubmissions of disclosure statements only operate to prevent solicitations of acceptances or rejections of the plan," and that where no solicitations are made, no disclosure statement is required. In re Bel Air Assocs., Ltd., 4 B.R. 168 (Bankr. W.D. Okla. 1980).

20. Moreover, in cases where claims or interests are not impaired under a plan, they are "conclusively presumed" to have accepted the plan and the plan proponent is not required to file a disclosure statement or solicit their votes. See In re Entz-White Lumber & Supply, Inc., 850 F.2d 1338, 1340 n. 3 (9th Cir. 1988); In re Amster Yard Associates, 214 B.R. 122, 124 n. 5 (Bankr. S.D.N.Y. 1997) ("If all classes are unimpaired and no solicitation is required, the court does not have to approve a disclosure statement prior to confirmation, if ever."); In re Highway Truck Drivers & Helpers, Teamsters Local No. 107, 100 B.R. 209, 213 (Bankr. E.D. Pa. 1989) ("[I]f all creditors were unimpaired by its plan of reorganization, there would be no need for a disclosure statement as all creditors presumptively vote in favor of the plan."); In re Chiapetta, 159 B.R. 152 (Bankr. E.D. Pa. 1993) ("[S]ince no classes of claimants are impaired by the Debtor's Plan, no disclosure statement is required.").

21. Simply put, based on the case law above and the fact that the Plaintiffs paid all allowed claims in full under their Plan, it is irrelevant whether the Plaintiffs detailed the Rogich claims in this case. The Plaintiffs' creditors suffered no harm, and as a result, the Court's prior Partial Summary Judgment Order dismissing the Plaintiffs' claims against Rogich for failure to list such claims in their Disclosure Statement would result in a manifest injustice to the Plaintiffs. The Plaintiffs paid all allowed claims under their Plan, and should be allowed to proceed with their claims against Rogich and other defendants as if the Bankruptcy Case never occurred.

22. Finally, the facts of this case are nearly identical to The Glazier Group, Inc. v. Premium Supply Co., Inc., 2013 WL1727155 (N.Y. Sup. Ct., April 16, 2013). In Glazier Group, a Chapter 11 debtor had causes of action arise against a creditor post-petition, during the Chapter 11 proceedings and after the Bankruptcy Court entered an order disallowing the same creditor's claims in the bankruptcy case. Glazier Group, 2013 WL 1727155, *3. The Glazier Group debtor ultimately brought suit against the creditor, who in turn argued the claims should be dismissed because they were not disclosed in the debtor's disclosure statement. Id. The Supreme Court, New York for New York County, rejected these arguments.

23. Specifically, the New York State Court recognized that "[i]t is neither reasonable nor practical to expect a debtor to identify in its plan of reorganization or disclosure schedules every outstanding claim it intends to pursue with a degree of specificity that [defendants] would require." Id. at *6. In other words, defendants in lawsuits filed by reorganized debtors cannot assume that a debtor's failure to list in its disclosure statement each lawsuit it may bring post-confirmation will bar the reorganized debtor from prosecuting those claims after it emerges from bankruptcy.

24. Interestingly, the New York State Court found persuasive the debtor's argument that the disclosure of an additional $300,000 claim in the case would not have materially affected the votes on the plan. Id. at *5. Therefore, the Glazier Group debtor's failure to explicitly disclose its claim against a creditor did not prevent the claim from re-vesting in the reorganized company. Id. at *6. The same result should occur here.

25. This case also draws an important distinction from those cases holding that a chapter 11 debtor's failure to disclose potential causes of action against the debtor's creditors in its disclosure statement precludes the debtor from litigating those claims post-confirmation.

Those cases recognize that a creditor may vote differently on a debtor's plan if the creditor is aware that it could face potential litigation from the debtor after confirmation. Here, however, the Rogich parties were not creditors in the Bankruptcy Case, and had no right to vote. Moreover, now that all creditors are paid in the Bankruptcy Case, there can be no argument the failure to list the Rogich claims in the Disclosure Statement affected the voting. Simply put, the Plaintiff's claims should go forward on their merits, and the Plaintiffs need to have their day in court.

Conclusion

26. 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.

Dated this 22nd day of February, 2016.

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EXHIBIT A

Electronically Filed
11/05/2014 11:52:45 AM

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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.

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7. On November 7, 2012, when Huerta and Go Global sent their letter to the Rogich Trust, Huerta and Go Global were aware that they had a claim against the Rogich Trust.

8. On June 18, 2013, Carlos Huerta filed a Declaration, under oath that stated in paragraph 4 thereof:

"In connection with confirmation of the Plan, I reviewed the Plan (as amended), Disclosure Statement (as amended) and all related exhibits thereto. The statements in those documents are true and accurate..." N/A This Declaration allowed Huerta & Go Global to confirm a Ch. 11 Plan. 7/22/13

10. On July 30, 2013, Huerta and Go Global assigned to the Alexander Christopher Trust "all money, assets or compensation remaining to be paid pursuant to the Purchase Agreement or from any act of recovery seeking to enforce the obligations of the parties thereto. Carlos Huerta and Christine Huerta are the grantors of said Trust and Carlos Huerta is the Trustee of said Trust.

11. On July 31, 2013, Carlos Huerta individually and as Trustee of said Trust filed this action against The Rogich Trust to recover the sum of $2,747,729.50 allegedly due under the Purchase Agreement.

LEGAL DETERMINATION

1. On November 7, 2012, Huerta and Go Global were aware that they had a claim against the Rogich Trust.
2. The said claim was not disclosed in Huerta's and Go Global's First Amended, Second Amended or Third Amended Disclosure Statements.
3. The said claim was not disclosed in Huerta's and Go Global's Plan or their first, second or third Amendments to the Plan.

WHEREFORE IT IS ORDERED that The Rogich Family Irrevocable Trust's Motion for Partial Summary Judgment be, and is hereby granted and the First, Second and Third claims for relief of Carlos A. Huerta, individually and as Trustee of the Alexander Christopher Trust are dismissed.

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AND WHEREAS on October 1, 2014, an Order Granting Partial Summary Judgment dismissing Plaintiff Nanyah Vegas', LLC's Fourth claim for relief was duly entered.

AND WHEREAS all claims for relief alleged in the Amended Complaint have been dismissed.

IT IS HEREBY ORDERED ADJUDGED AND DECREED that the Amended Complaint herein, be, and it is, hereby dismissed.

DATED this 3 day of ~~October~~ November, 2014.

Nancy L Allf
DISTRICT COURT JUDGE

SUBMITTED:
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EXHIBIT B

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E-Filed: February 22, 2016

UNITED STATES BANKRUPCTY COURT

DISTRICT OF NEVADA

In re:	)	Joint Administration Under
	)	
Go Global, Inc.,	)	CASE NO.: 10-14804-LED
Debtor,	)	
	)	CASE NO.: 10-14804-LED
In re:	)	CASE NO.: 10-14456-LED
Carlos A. Huerta, and	)	
Christine H. Huerta,	)	Hearing Date: March 29, 2016
Debtors.	)	Hearing Time: 9:30 a.m.
	)	

MOTION TO CLOSE THE GO GLOBAL, INC. AND CARLOS A. HUERTA AND CHRISTINE H. HURTA CASES PURSUANT TO 11 U.S.C. § 350, RULE 3022 OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE AND RULE 3022 OF THE LOCAL RULES OF BANKRUPTCY PRACTICE OF THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF NEVADA

Go Global, Inc. ("**Go Global**") and Carlos A. Huerta and Christine H. Huerta ("**Huerta**") (Go Global and Huerta are collectively referred to as "**Debtors**"), by and through their attorneys of record, The Schwartz Law Firm, Inc., file this motion (the "**Motion**") seeking to close their bankruptcy cases (the "**Cases**") pursuant to section 350 the Bankruptcy Code, Rule 3022 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**") and Rule 3022 of the Local Rules of Bankruptcy Practice of the United States Bankruptcy Court for the District of Nevada (the "**Local Rules**") and that their Cases be closed pursuant to a final decree. In support of the Motion, the Debtors respectfully represent as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

PROCEDURAL AND FACTUAL BACKGROUND

2. The Bankruptcy Case. On May 11, 2010 and May 23, 2010, Huerta and Go Global retained the Schwartz Law Firm, Inc. ("**SLF**") as bankruptcy counsel, respectively. On March 18, 2010, Huerta filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. On March 23, 2010, Go Global filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code.

3. On April 5, 2010, this Court entered an order jointly administering the Go Global, Inc. case (10-14804) and the Carlos and Christine Huerta (10-14456) case. See Docket No. 35. The Debtors continue to operate their business and manage their properties as debtors-in-possession.

4. The Plan and Disclosure Statement. On April 4, 2011, debtors Go Global, Inc. and Carlos and Christine Huerta filed their Joint Plan of Reorganization and Joint Disclosure Statement. On January 17, 2013, the Debtors filed their First Amended Joint Plan of Reorganization and First Amended Joint Disclosure Statement. On March 08, 2013, the Debtors filed their Second Amended Joint Plan of Reorganization and Second Amended Disclosure Statement. On March 28, 2013, the Debtors filed their Third Amended Joint Plan of Reorganization (the "**Plan**")[1] and Third Amended Joint Disclosure Statement (the "**Disclosure Statement**"). By order dated April 8, 2013, this Court entered an order approving the

1 Capitalized terms used herein but not defined herein shall have the meanings ascribed to such terms in the Plan.

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Disclosure Statement and solicitation of the acceptance of the Plan commenced on April 8, 2013.

5. The Plan allowed for the Debtors to reorganize their properties and business affairs.

6. The Effective Date. On June 19, 2013, this Court confirmed the Plan at the confirmation hearing. On July 22, 2013, this Court entered an order (the "**Confirmation Order**") confirming the Plan. The Plan became effective on October 6, 2014 (the "**Effective Date**").

7. On April 8, 2014, this Court entered a Discharge of Individual Debtor in a Chapter 11 Case relative to Carlos A. Huerta and Christine H, Huerta. See Docket No. 169.

8. On February 10, 2016, all allowed unsecured claims pursuant to the Debtors' Plan were paid in full. See Declarations of Samuel A. Schwartz and Carlos A. Huerta, attached hereto as **Exhibits A and B**, respectively. All secured claims are being treated as set forth in the Plan and in accordance with their respective loan agreements.

9. Statutory Fees. In accordance with Section 3.04 of the Plan, all fees payable pursuant to section 1930 of title 28 of the United States Code (the "**Trustees' Fees**"), as determined by the Bankruptcy Court at the hearing on the Plan, were paid by the Debtors on or before the Effective Date. The Trustees' Fees continue to be paid to the Office of the United States Trustee ("**UST**") and upon information and belief, the Debtors are current with their Trustees' Fees.

RELIEF REQUESTED

1. By this Motion, Go Global and Huerta (collectively, the "**Closing Debtors**") seek the entry of a final decree that closes their cases, effective as of the date on which the Court enters such final decree.

APPLICABLE AUTHORITY

The Closing Debtors Are Entitled to Final Decree Closing Their Chapter 11 Cases

2. Section 350(a) of the Bankruptcy Code provides that "[a]fter an estate is fully administered and the court has discharged the trustee, the court shall close the case." 11 U.S.C. § 350(a). Rule 3022 of the Bankruptcy Rules, pursuant to which section 350 is implemented, provides that "[a]fter an estate is fully administered in a chapter 11 reorganization case, the court, on its own motion or on motion of a party in interest, shall enter a final decree closing the case." Fed. R. Bank. P. 3022.

3. The Bankruptcy Code fails to define "fully administered." The courts, however, have looked to the following factors in deciding whether a final decree shall be issued:

- Whether the order confirming the plan has become final;
- Whether deposits required by the plan have been distributed;
- Whether the property proposed by the plan to be transferred has been transferred;
- Whether the debtor or the successor of the debtor under the plan has assumed the business or the management of the property dealt with by the plan;
- Whether payments under the plan have been commenced; and
- Whether all motions, contested matters, and adversary proceedings have been finally resolved.

1991 Advisory Comm. Note to Fed. R. Bankr. P. 3022 (the "**Advisory Committee Note**").

4. Although courts should apply and weigh the factors set forth by the Advisory Committee Note, no one factor is dispositive. See In re Kliegel Bros., 238 B.R. 531, 542

(Bankr. E.D.N.Y. 1999); In re JMP-Newcor Int'l, 225 B.R. 462, 465 (Bankr. N.D. Ill. 1998). Rather, the six factors act as mere guidelines to aid a court in its determination. See In re Mold Makers, Inc., 124 B.R. 766, 768-69 (Bankr. N.D. Ill. 1990). Such a fluid formula has produced widely varying results. "At one extreme, an estate could be fully administered, when a Chapter 11 Plan is confirmed and the estate dissolved… [a]t the other extreme, an estate could be fully administered when all that is called for under a plan occurs." Id. at 768.

5. Finally, Rule 3022 of the Local Rules states that "[u]nless otherwise provided in the plan or by court order, or unless there are pending contested matters or adversary proceedings, a case is deemed fully administered 180 days after plan confirmation, and the clerk may then enter a final decree without further notice." LR 3022.

6. In this case, a final decree, as requested herein, is appropriate in the Closing Debtors' Chapter 11 cases. The Confirmation Order is final and non-appealable. The Plan has been substantially consummated. Moreover, all pending motions are resolved, and there are no pending motions, contested matters or adversary proceedings at this time. Furthermore, the Debtors' Chapter 11 cases were confirmed on July 22, 2013, more than 180 days ago. Accordingly, the rights of creditors will not be adversely affected by the close of the Debtors' Chapter 11 cases.

7. Finally, the Closing Debtors are nonetheless incurring Trustees' Fees and will continue to incur such fees until their cases are closed. Absent an order closing the Debtors' cases, the Closing Debtors will be forced to incur the substantial and ongoing burden of paying quarterly fees to the UST, despite having made all distributions under the Plan and having their cases being fully administered. Entry of the final decree requested herein will avoid the considerable administrative costs and expense associated with maintaining the Closing Debtors' Chapter 11 cases.

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CONCLUSION

8. WHEREFORE, based on the foregoing, the Debtors respectfully request that the Court: (i) enter an order closing the Chapter 11 cases of Go Global, Inc. (Case No. 10-14804-LED) and Carlos A. Huerta and Christine H. Huerta (Case No. 10-14456-LED), and to the extent necessary under Rule 9006, the Final Decree be effective when the deadlines required by LR 3022.1 have passed, and (ii) any other relief that is necessary and proper.

Dated: February 22, 2016.

Respectfully submitted,

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BRENOCH R WIRTHLIN on behalf of Defendant SIG ROGICH
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I HEREBY CERTIFY that in accordance with the Confirmation Order in this case (See Docket No. 507) a true and correct copy of the foregoing was sent via U.S. REGULAR MAIL on February 22, 2016, to the following:

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

/s/ Christy L. Cahall
Christy L. Cahall

GC002087

EXHIBIT A

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, NV 89119
Telephone: (702) 385-5544
Facsimile: (702) 385-2741
Attorneys for the Debtors

UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEVADA

In re:	) Joint Administration Under
Go Global, Inc., Debtor,	) CASE NO.: 10-14804-LED
In re: Carlos A. Huerta, and Christine H. Huerta, Debtors.	) CASE NO.: 10-14804-LED) CASE NO.: 10-14456-LED

DECLARATION OF SAMUEL A. SCHWARTZ, ESQ.

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. I am counsel for the above-captioned debtors (the "**Debtors**") and make this declaration in support of their motion to close their Chapter 11 bankruptcy cases.

3. As counsel for the Debtors, we reviewed the Debtors' plan, scheduled claims and proofs of claims filed in the Debtors bankruptcy cases. After reviewing such claims and

corresponding with Mr. Carlos A. Huerta regarding the remaining claims to be paid in full, Mr. Huerta issued a wire transfer to my office in the amount of $118,658.67.

4. My office, in turn, drafted a cover letter to each creditor, and issued via regular mail checks to pay 100% of the allowed claims of all remaining creditors under the Debtor's Chapter 11 plan of reorganization.

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 February, 2016.

/s/ Samuel A. Schwartz
SAMUEL A. SCHWARTZ, ESQ.
Nevada Bar No. 10985
Attorneys for the Debtors

EXHIBIT B

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, NV 89119
Telephone: (702) 385-5544
Facsimile: (702) 385-2741
Attorneys for the Debtors

UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEVADA

In re:	)	Joint Administration Under
	)	
Go Global, Inc.,	)	CASE NO.: 10-14804-LED
Debtor,	)	
	)	CASE NO.: 10-14804-LED
In re:	)	CASE NO.: 10-14456-LED
Carlos A. Huerta, and	)	
Christine H. Huerta,	)	
Debtors.	)	
	)	

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 Global**"), and an individual debtor (collectively, the "**Debtors**") in the foregoing bankruptcy cases. I make this declaration in support of the above-captioned Debtors' motion to close their Chapter 11 cases.

2. In early February 2016, I caused payment to be made to several of the Debtors' creditors, which paid such creditors 100% of their allowed claims under the Debtors' Chapter 11 plan of reorganization, including, but not limited to, the stipulated allowed claim of Nevada State Bank in the amount of $478,901.86.

3. On February 9, 2016, I caused a wire in the amount of $118,658.67 to be sent to my bankruptcy counsel, who in turn, used such funds to pay 100% of all remaining allowed claims under the Debtor`s plan.

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

Dated this 22nd day of February, 2016.

CARLOS HUERTA

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 89101
Telephone: (702) 385-5544
Facsimile: (702) 385-2741
Attorneys for the Debtors

UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEVADA

In re:	) Joint Administration Under
	)
Go Global, Inc.,	) CASE NO.: 10-14804-LED
Debtor,	)
	) CASE NO.: 10-14804-LED
In re:	) CASE NO.: 10-14456-LED
Carlos A. Huerta, and	)
Christine H. Huerta,	) Hearing Date: March 29, 2016
Debtors.	) Hearing Time: 9:30 a.m.
	)

NOTICE OF (a) HEARING ON MOTION TO CLOSE THE GO GLOBAL, INC. AND CARLOS A. HUERTA AND CHRISTINE H. HURTA CASES PURSUANT TO 11 U.S.C. § 350, RULE 3022 OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE AND RULE 3022 OF THE LOCAL RULES OF BANKRUPTCY PRACTICE OF THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF NEVADA AND (b) COMSUMMATION OF THE PLAN AND PAYMENT OF UNSECURED CREDITORS IN FULL

TO: ALL INTERESTED PARTIES, CREDITORS AND TRUSTEES

The Court, the Debtors, all creditors in receipt of electronic notice and parties in interest are hereby notified of a hearing on Go Global, Inc. and Carlos A. Huerta and Christine H. Huerta's (collectively, the "**Debtors**") Motion seeking to close their bankruptcy cases pursuant to section 350 the Bankruptcy Code, Rule 3022 of the Federal Rules of Bankruptcy Procedure and Rule 3022 of the Local Rules of Bankruptcy Practice of the United States Bankruptcy Court for the District of Nevada

and that their Cases be closed pursuant to a final decree (the "**Motion**"), filed in this case on February 22, 2016.

Take further notice that on February 10, 2016, the Debtors paid all unsecured creditors in full in accordance with the terms of their Third Amended Chapter 11 Plan of Reorganization.

Take further notice that any party who objects to the Motion must file a written objection pursuant to Local Rule 9014(d):

> Oppositions to a motion must be filed and service of the opposition must be completed on the movant no later than fourteen (14) days preceding the hearing date for the motion. The opposition must set forth all relevant facts and any relevant legal authority. An opposition must be supported by affidavits or declarations that conform to the provisions of subsection (c) of this rule.

If an objection is not timely filed and served, an order for the aforementioned Motion and request for relief may be granted. LR 9014(a)(1).

If you object to the relief requested, you *must* file a **WRITTEN** response to this pleading with the court. You *must* also serve your written response on the undersigned attorneys who sent you this notice.

If you do not file a written response with the court, or if you do not serve your written response as set forth herein, then:

1. The court may *refuse to allow you to speak* at the scheduled hearing; and
2. The court may *rule against you* without formally calling the matter at the hearing.

WHEREFORE, notice is further given that the hearing on the Motion will be held before the Honorable United States Bankruptcy Judge Laurel E. Davis, in the Foley Federal Building, 300 Las Vegas Boulevard South, Las Vegas, NV 89101 in Courtroom #3, on **March 29, 2016, at 9:30 a.m.**

///

///

Dated: February 22, 2016.

Respectfully Submitted,

/s/Samuel A. Schwartz

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 89101
Telephone: (702) 385-5544
Facsimile: (702) 385-2741
Attorneys for the Debtors

GC002096

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was sent electronically via the Court's CM/ECF System on February 22, 2016, 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
bknotice@mccarthyholthus.com,
mchen@ecf.courtdrive.com;nvbkcourt@mccarthyholthus.com;mchen@mccarthyholthus.com

MICHAEL W. CHEN on behalf of Creditor CHASE MORTGAGE COMPANY/ CHASE HOME FINANCE LLC
bknotice@mccarthyholthus.com,
mchen@ecf.courtdrive.com;nvbkcourt@mccarthyholthus.com;mchen@mccarthyholthus.com

FRANK A ELLIS, III on behalf of Respondent MT. CHARLESTON INVESTMENTS, LLC
fellis@lvbusinesslaw.com, laurenc@lvbusinesslaw.com;gailk@lvbusinesslaw.com

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

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

CHRISTOPHER M. HUNTER on behalf of Creditor AURORA LOAN SERVICES LLC, its assignees and/or successors
bknotice@mccarthyholthus.com, nvbkcourt@mccarthyholthus.com

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

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

JAMES A KOHL on behalf of Interested Party WESTERN NATIONAL TRUST COMPANY
jak@h2law.com, sg@h2law.com

ANDREW M LEAVITT on behalf of Defendant ELDORADO HILLS, LLC
lettie.herrera@andrewleavittlaw.com

ANDREW M LEAVITT on behalf of Defendant TELD, LLC
lettie.herrera@andrewleavittlaw.com

SAMUEL S. LIONEL on behalf of Defendant IMITATIONS, LLC
slionel@fclaw.com, dfarnham@fclaw.com

SAMUEL S. LIONEL on behalf of Defendant SIG ROGICH
slionel@fclaw.com, dfarnham@fclaw.com

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

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

SUSAN L. MYERS on behalf of Creditor HUGO PAULSON
smyers@lacsn.org, emontes@lacsn.org

SUSAN L. MYERS on behalf of Defendant AZURE SEAS HOLDINGS, LLC
smyers@lacsn.org, emontes@lacsn.org

SUSAN L. MYERS on behalf of Defendant AZURE SEAS, LLC
smyers@lacsn.org, emontes@lacsn.org

SUSAN L. MYERS on behalf of Defendant HUGO R. PAULSON
smyers@lacsn.org, emontes@lacsn.org

SUSAN L. MYERS on behalf of Plaintiff HUGO PAULSON
smyers@lacsn.org, emontes@lacsn.org

SUSAN L. MYERS on behalf of Plaintiff HUGO PAULSON
smyers@lacsn.org, emontes@lacsn.org

SUSAN L. MYERS on behalf of Plaintiff HUGO R. PAULSON
smyers@lacsn.org, emontes@lacsn.org

ROBERT F. PURDY on behalf of Defendant ELDORADO HILLS, LLC
robert.purdy@andrewleavittlaw.com

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

AMBRISH S. SIDHU on behalf of Defendant DANIEL DEARMAS
ecfnotices@sidhulawfirm.com

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

MARK G SIMONS on behalf of Counter-Defendant CARLOS A. HUERTA

msimons@rbslattys.com, jalhasan@rbslattys.com

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

MARK G SIMONS on behalf of Defendant CARLOS A. HUERTA
msimons@rbslattys.com, jalhasan@rbslattys.com

MARK G SIMONS on behalf of Defendant CHRISTINA H. HUERTA
msimons@rbslattys.com, jalhasan@rbslattys.com

MARK G SIMONS on behalf of Interested Party CHARLESTON FALLS, LLC
msimons@rbslattys.com, jalhasan@rbslattys.com

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msimons@rbslattys.com, jalhasan@rbslattys.com

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

MARK G SIMONS on behalf of Plaintiff CARLOS A. HUERTA
msimons@rbslattys.com, jalhasan@rbslattys.com

JENNIFER A. SMITH on behalf of Counter-Claimant AZURE SEAS HOLDINGS, LLC
jennifer@jenniferasmith.com

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JENNIFER A. SMITH on behalf of Counter-Claimant HUGO R. PAULSON
jennifer@jenniferasmith.com

JENNIFER A. SMITH on behalf of Creditor HUGO PAULSON
jennifer@jenniferasmith.com

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jennifer@jenniferasmith.com

JENNIFER A. SMITH on behalf of Defendant AZURE SEAS HOLDINGS, LLC
jennifer@jenniferasmith.com

JENNIFER A. SMITH on behalf of Defendant AZURE SEAS, LLC
jennifer@jenniferasmith.com

JENNIFER A. SMITH on behalf of Defendant HUGO R. PAULSON
jennifer@jenniferasmith.com

JENNIFER A. SMITH on behalf of Interested Party CHARLES ANTHONY ORCHARD, LLC
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JENNIFER A. SMITH on behalf of Interested Party THE LODGE LLC
jennifer@jenniferasmith.com

JENNIFER A. SMITH on behalf of Interested Party YOUGO, LLC
jennifer@jenniferasmith.com

JENNIFER A. SMITH on behalf of Plaintiff HUGO PAULSON
jennifer@jenniferasmith.com

JENNIFER A. SMITH on behalf of Plaintiff HUGO R. PAULSON
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NATHAN F. SMITH on behalf of Creditor Nationstar Mortgage LLC.
nathan@mclaw.org, MTeiman@mclaw.org

BRADLEY J. STEVENS on behalf of Creditor HUGO PAULSON
bstevens@jsslaw.com, lbourland@jsslaw.com

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bstevens@jsslaw.com, lbourland@jsslaw.com

PHILLIP M. STONE on behalf of Counter-Claimant AZURE SEAS HOLDINGS, LLC
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phillip@renostonelaw.com, annie@renostonelaw.com

PHILLIP M. STONE on behalf of Defendant HUGO R. PAULSON
phillip@renostonelaw.com, annie@renostonelaw.com

PHILLIP M. STONE on behalf of Interested Party CHARLES ANTHONY ORCHARD, LLC
phillip@renostonelaw.com, annie@renostonelaw.com

PHILLIP M. STONE on behalf of Interested Party THE LODGE LLC
phillip@renostonelaw.com, annie@renostonelaw.com

PHILLIP M. STONE on behalf of Interested Party YOUGO, LLC
phillip@renostonelaw.com, annie@renostonelaw.com

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

JEFFREY R. SYLVESTER on behalf of Interested Party NEVADA STATE BANK
jeff@sylvesterpolednak.com, tina@sylvesterpolednak.com

TODD B TUGGLE on behalf of Creditor HUGO PAULSON
kagemusha2@yahoo.com

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

GREGORY L. WILDE on behalf of Creditor WELLS FARGO BANK, N.A.
nvbk@tblaw.com, gwaring@tblaw.com;llcano@tblaw.com;maerwin@tblaw.com

BRENOCH R WIRTHLIN on behalf of Defendant SIG ROGICH
bwirthli@fclaw.com, aharris@fclaw.com

I HEREBY CERTIFY that in accordance with the Confirmation Order in this case (See Docket No. 507) a true and correct copy of the foregoing was sent via U.S. REGULAR MAIL on February 22, 2016, to the following:

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

/s/ Christy L. Cahall
Christy L. Cahall

GC002101

EXHIBIT C

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, NV 89119
Telephone: (702) 385-5544
Facsimile: (702) 385-2741
Attorneys for the Debtors

UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEVADA

In re:	) Joint Administration Under
Go Global, Inc., Debtor,	) CASE NO.: 10-14804-LED
In re: Carlos A. Huerta, and Christine H. Huerta, Debtors.	) CASE NO.: 10-14804-LED) CASE NO.: 10-14456-LED

DECLARATION OF SAMUEL A. SCHWARTZ, ESQ.

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. I am counsel for the above-captioned debtors (the "**Debtors**") and make this declaration in support of their motion to close their Chapter 11 bankruptcy cases.

3. As counsel for the Debtors, we reviewed the Debtors' plan, scheduled claims and proofs of claims filed in the Debtors bankruptcy cases. After reviewing such claims and

corresponding with Mr. Carlos A. Huerta regarding the remaining claims to be paid in full, Mr. Huerta issued a wire transfer to my office in the amount of $118,658.67.

4. My office, in turn, drafted a cover letter to each creditor, and issued via regular mail checks to pay 100% of the allowed claims of all remaining creditors under the Debtor's Chapter 11 plan of reorganization.

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 February, 2016.

/s/ Samuel A. Schwartz
SAMUEL A. SCHWARTZ, ESQ.
Nevada Bar No. 10985
Attorneys for the Debtors

EXHIBIT D

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, NV 89119
Telephone: (702) 385-5544
Facsimile: (702) 385-2741
Attorneys for the Debtors

UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEVADA

In re:	)	Joint Administration Under
	)	
Go Global, Inc.,	)	CASE NO.: 10-14804-LED
Debtor,	)	
	)	CASE NO.: 10-14804-LED
In re:	)	CASE NO.: 10-14456-LED
Carlos A. Huerta, and	)	
Christine H. Huerta,	)	
Debtors.	)	
	)	

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 Global**"), and an individual debtor (collectively, the "**Debtors**") in the foregoing bankruptcy cases. I make this declaration in support of the above-captioned Debtors' motion to close their Chapter 11 cases.

2. In early February 2016, I caused payment to be made to several of the Debtors' creditors, which paid such creditors 100% of their allowed claims under the Debtors' Chapter 11 plan of reorganization, including, but not limited to, the stipulated allowed claim of Nevada State Bank in the amount of $478,901.86.

3. On February 9, 2016, I caused a wire in the amount of $118,658.67 to be sent to my bankruptcy counsel, who in turn, used such funds to pay 100% of all remaining allowed claims under the Debtor`s plan.

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

Dated this 22nd day of February, 2016.

CARLOS HUERTA

EXHIBIT E

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. Allf, Judge.

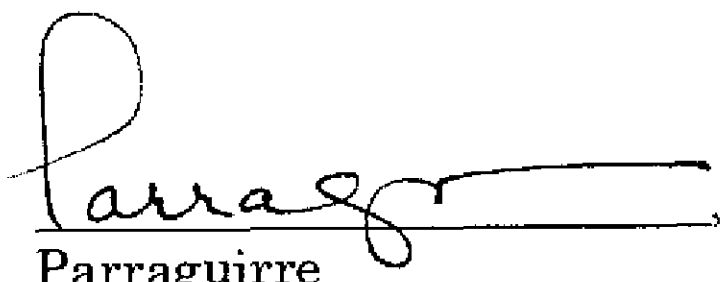
Appellant argues that the district court erred by granting summary judgment in favor of respondent Eldorado Hills, LLC, based on a finding that appellant's unjust enrichment claim was time-barred under the four-year statute of limitations. According to appellant, the statute of limitations did not begin 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).

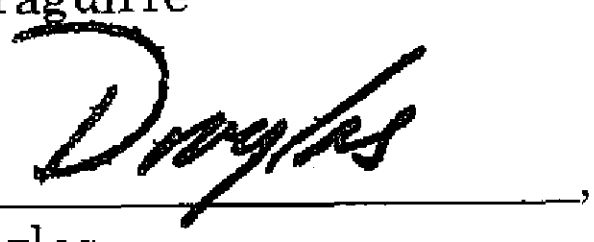
Appellant's claim for unjust enrichment did not accrue until Eldorado Hills retained $1.5 million under circumstances where it was inequitable for Eldorado Hills to do so. *See Certified Fire Prot. Inc. v. Precision Constr.*, 128 Nev., Adv. Op. 35, 283 P.3d 250, 257 (2012) ("Unjust enrichment exists 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

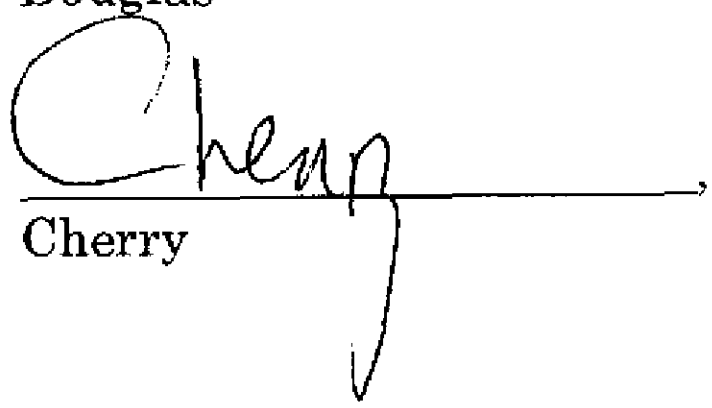
ORDER the judgment of the district court REVERSED AND REMAND this matter to the district court for proceedings consistent with this order.



C.J.
Parraguirre



J.
Douglas



J.
Cherry

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

EXHIBIT F

Electronically Filed
01/16/2015 04:57:02 PM

CLERK OF THE COURT

TRAN

DISTRICT COURT
CLARK COUNTY, NEVADA

CARLOS HUERTA,

Plaintiffs,

vs.

ELDORADO HILLS LLC,

Defendants.

CASE NO. A686303

DEPT. NO. XXVII

BEFORE THE HONORABLE NANCY ALLF, DISTRICT COURT JUDGE

WEDNESDAY, OCTOBER 8, 2014

RECORDER'S PARTIAL TRANSCRIPT OF PROCEEDINGS:
DEFENDANT SIG ROGICH, TRUSTEE OF THE ROGICH FAMILY IRREVOCABLE TRUST'S MOTION FOR PARTIAL SUMMARY JUDGMENT
PLAINTIFFS' OPPOSITION TO DEFENDANTS' MOTION FOR PARTIAL SUMMARY JUDGEMENT AND COUNTER-MOTION FOR PARTIAL SUMMARY JUDGMENT
PLAINTIFFS' MOTION TO CONTINUE TRIAL ON ORDER SHORTENING TIME

RULING

APPEARANCES:

For the Plaintiffs: BRANDON B. MCDONALD, ESQ.
SAMUEL A. SCHWARTZ, ESQ.

For the Defendants: SAMUEL S. LIONEL, ESQ.

RECORDED BY: SANDRA PRUCHNIC, COURT RECORDER

LAS VEGAS, NEVADA, WEDNESDAY, OCTOBER 8, 2014, 10:53 A.M.

[PORTION OF PROCEEDINGS BEGAN AT 11:28 A.M]

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THE COURT: The matter is under the submission. This is a really long ruling but I'd like to do it orally simply because I think I'm prepared well enough to do that without taking the time and delay of doing this in writing for you. I am going to grant the motion for the following reasons: the -- and I'm sorry, forgive me. I assume this case will go up so I'm going to kind of do a bankruptcy tutorial with it. In Chapter 7 people declare what their assets are and then they get a discharge of debt. When they don't declare their assets the courts cut them off from going later to go collect their assets and case law is really clear, that's the *Hamilton* case as well as the *Henderson* case. But in Chapter 11 it's a little different because you declare your assets and then you tell creditors through a disclosure statement how you will use those assets to pay creditors.

And here are the salient dates in this case: a bankruptcy was filed on or about March 23 of 2010 by Go Global and on June 4 of 2010 it admits that it has a receivable. I do find that the listing of the receivable from Sig Rogich is sufficient to establish they have told their creditors that they have this receivable but it's after that that the problem begins to me. In the first disclosure statement filed on April 4 of 2011 it talks about avoidance of transfer; it mentions Paulson but never this transaction. When it talks about payments to creditors it's only from sale of assets. This receivable is never identified; litigation is never identified. There's no recovery of what might still at that point be a fraudulent transfer. And in page 18 of the first disclosure statement the liquidation analysis identifying assets only lists real estate and no receivables.

Now after that while the disclosure statement is pending the Plaintiff makes a demand for payment on November 7 of 2012. So at that point this Plaintiff is charged with the knowledge that it knows it has a receivable but yet when it comes back on January 17 of 2013 with the first amended disclosure statement, it's the same thing again: payment to creditor by sale of assets, no identification of a receivable, no identification of litigation. And the same -- Exhibit C, liquidation analysis lists only real estate and no receivables. The second disclosure statement, March 8 of 2013, same thing; no liquidation analysis identifying this so that creditors are never being told that this may be an asset that may be collected. We have the third amended disclosure statement on April 8 of 2013, again the disclosure statement, the liquidation analysis, income expenses, real estate only. It never lists the receivable or cause of action.

And the reason that it matters is that in the Chapter 11 process you have the listing of the assets then you have a disclosure statement that tells creditors how they will get paid and then the plan really just says how much they'll get paid and when. It's that disclosure statement that's operative and what the creditors use to vote whether or not to accept the plan. They were never told that there was a receivable to be collected. And the thing that really concerns me the most is that when the plan is confirmed on July 22 of 2013 with the affidavit of Mr. Huerta saying that everything in the plan and disclosure statement is true and accurate, eight days later Go Global assigns the receivable and sues somewhere else under a different name; it evidences no intention that the creditors of Go Global would ever, ever have benefited from this transaction. This is a case that's very ripe for judicial estoppel and under the applicable case law the motion is granted. So Mr. Lionel to prepare the order.

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Mr. Schwartz I assume you want to sign off on that.

MR. SCHWARTZ: Yes please, Your Honor.

MR. LIONEL: Yes, certainly.

THE COURT: You can incorporate the findings by reference. It can be a simple order.

MR. LIONEL: Yes, Your Honor.

THE COURT: Very good. And if there's any question about the order guys let me know and we'll do a telephonic on the language.

MR. LIONEL: Yes, Your Honor.

THE COURT: Thank you both. Court will be in recess.

PROCEEDING CONCLUDED AT 11:32 A.M.

* * * * * * * * *

ATTEST: I do hereby certify that I have truly and correctly transcribed the audio-video recording of this proceeding in the above-entitled case.

Traci Rawlinson

TRACI RAWLINSON
Court Recorder/Transcriber

GG002116

Vol. II-c

MARK G SIMONS
ROBISON, BELAUSTEGUI, SHARP & LOW
71 WASHINGTON ST
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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 G

Honorable Laurel E. Davis
United States Bankruptcy Judge

Entered on Docket
July 22, 2013

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Nevada Bar No. 10662
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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 Date: June 19, 2013
Debtor.	)	Confirmation Hearing Time: 9:00 a.m.
	)	

ORDER CONFIRMING THIRD AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION OF GO GLOBAL, INC., CARLOS AND CHRISTINE HUERTA, CHARLESTON FALLS, LLC AND HPCH, LLC

Go Global, Inc., Carlos A. Huerta, Christine H. Huerta, Charleston Falls, LLC and HPCH, LLC (collectively, the "**Debtors**"), as debtors and debtors in possession, having proposed and filed

their Third Amended Chapter 11 Plan of Reorganization, Docket No. 502 (the "**Plan**");[1] and the Court having conducted a hearing on June 19, 2013 (the "**Hearing**") to consider confirmation of the Plan, and the Court having considered (i) the Debtors' Memorandum of Law in Support of Confirmation of their Plan of Reorganization Under Chapter 11 of the Bankruptcy Code, Docket No. 498 (the "**Memo**"), (ii) the Declaration of Samuel A. Schwartz Certifying Voting On and Tabulation of Ballots Accepting and Rejecting the Debtors' Plan of Reorganization, Docket No. 499, (iii) the Supplemental Declaration of Samuel A. Schwartz Certifying Voting On and Tabulation of Ballots Accepting and Rejecting the Debtors' Plan of Reorganization, Docket No. 504, and (iv) the pleadings filed in support of confirmation, including (a) the Joint Statement of Undisputed Facts in Connection With 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, Docket No. 497, (b) the Declaration of the Debtors in Support of Confirmation, Docket No. 503, (c) the Stipulation Regarding Amendments to and Confirmation of the Debtors' Joint Chapter 11 Plan of Reorganization Between the Debtors, Hugo R. Paulson and Nevada State Bank, Docket No. 500 (the "**Paulson and NSB Stipulation**"), and (d) the Stipulation Resolving the Claim of The Lionel Foundation between the Debtors and The Lionel Foundation, Docket No. 501 (the "**Lionel Foundation Stipulation**"); and the Court being familiar with the Plan and other relevant factors affecting this case pending under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (as amended, the "**Bankruptcy Code**"); and the Court having taken judicial notice of the entire record of the Chapter 11 case, including, without limitation, all pleadings and papers filed by the Debtors in the Chapter 11 case, including the order (the "**Disclosure Statement Order**") entered by the Court on April 8, 2013 (a) approving the Debtors'

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[1] All capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Plan.

Disclosure Statement with Respect to the Plan (the "**Disclosure Statement**"), (b) approving the forms of ballots and solicitation and tabulation procedures, (c) prescribing the form and manner of notice thereof, (d) fixing the last date for filing objections to the Plan, (e) scheduling the Hearing to consider confirmation for the Chapter 11 Plan, and (f) appointing The Schwartz Law Firm, Inc. ("**SLF**") as solicitation and tabulation agent; and the Court having found that due and proper notice has been given with respect to the Hearing and the deadlines and procedures for objections to the Plan and the appearance of all interested parties having been duly noted in the record of the Hearing; and upon the record of the Hearing, and after due deliberation thereon, and sufficient cause appearing therefore;

IT IS HEREBY FOUND AND CONCLUDED,[2] that

JURISDICTION AND VENUE

A. The Court has jurisdiction to conduct the Hearing and to confirm the Plan pursuant to 28 U.S.C. § 1334.

B. Confirmation of the Plan is a core proceeding pursuant to 28 U.S.C. § 157(b), and this Court has jurisdiction to enter a final order with respect thereto.

C. The Debtors are proper debtors under section 109 of the Bankruptcy Code and proper proponents of the Plan under section 1121(a) of the Bankruptcy Code.

D. Each of the conditions precedent to the entry of this Order has been satisfied.

JUDICIAL NOTICE

E. This Court takes judicial notice of the docket of the Debtors' Chapter 11 case maintained by the Clerk of the Court and/or its duly-appointed agent, and all pleadings and other

[2] The Findings of Fact and Conclusions of Law contained herein constitute the findings of fact and conclusions of law required to be entered by this Court pursuant to Rule 52 of the Federal Rules of Civil Procedure, as made applicable herein by Rules 7052 and 9014 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"). To the extent any finding of fact constitutes a conclusion of law, it is adopted as such. To the extent any conclusion of law constitutes a finding of fact, it is adopted as such.

documents filed, all orders entered, and evidence and arguments made, proffered or adduced at, the hearings held before the Court during the pendency of the Chapter 11 case.

STANDARDS FOR CONFIRMATION UNDER SECTION 1129 OF THE BANKRUPTCY CODE

F. Section 1129(a)(1). The Plan complies with each applicable provision of the Bankruptcy Code. In particular, the Plan complies with the requirements of sections 1122, 1123, 1125, and 1126 of the Bankruptcy code.

G. Section 1129(a)(4). No payment for services or costs in connection with the Chapter 11 case or the Plan has been made by the Debtors other than payments that have been authorized by order of the Court.

H. Section 1129(a)(7). Each holder of an impaired Claim that has not accepted the Plan will, on account of such Claim, receive or retain property under the Plan having a value, as of the Effective Date, that is not less than the amount that such holder would receive or retain if the Debtors were liquidated under chapter 7 of the Bankruptcy Code.

I. Section 1129(a)(8). The Plan has been accepted by eight (8) impaired classes of Claims.

J. Section 1129(a)(9). The Plan provides treatment for Administrative and Priority Claims that is consistent with the requirements of section 1129(a)(9) of the Bankruptcy Code.

K. Section 1129(a)(10). The Plan has been accepted by a class of impaired Claims that voted on the Plan, including classes 2(a), 2(b), 2(c), 2(d), 2(g), 4, 5 and 6, determined without including any acceptance of the Plan by any insider.

L. Section 1129(a)(11). Confirmation of the Plan is not likely to be followed by liquidation or the need for further financial reorganization of the Debtors.

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M. Section 1129(a)(12). The Plan provides for the payment of all fees payable under section 1930, title 28, United States Code by the Debtors on the Effective Date (or as soon as practicable thereafter). After the Effective Date and until this Chapter 11 case is closed, converted, or dismissed, the Plan provides for the payment by the Disbursing Agent of all such fees as they become due and payable.

N. Section 1129(a)(15). There were no objections to the Plan from creditors holding allowed unsecured claims. In accordance with section 1129(a)(15), unless the Decision and Judgment are overturned on appeal such that the individual Debtors cannot pay their claims in full as set forth in the Plan, the Debtors will not make any Plan payments to their general unsecured creditors.

O. Section 1129(c). The Plan (including previous versions thereof) is the only plan that has been filed in the Chapter 11 case that has been found to satisfy the requirements of subsections (a) and (b) of section 1129 of the Bankruptcy Code. Accordingly, the requirements of section 1129(c) of the Bankruptcy Code have been satisfied.

P. Section 1129(d). No party in interest, including but not limited to any governmental unit, has requested that the Court deny confirmation of the Plan on grounds that the principal purpose of the Plan is the avoidance of taxes or the avoidance of the application of section 5 of the Securities Act of 1933, and the principal purpose of the Plan is not such avoidance. Accordingly, the Plan satisfies the requirements of section 1129(d) of the Bankruptcy Code.

EXECUTORY CONTRACTS

Q. Pursuant to sections 365 and 1123(b)(2) of the Bankruptcy Code, upon the occurrence of the Effective Date, the Plan provides for the rejection of each and every executory contract and unexpired lease that is listed in the Plan Schedules as being rejected. The Debtors' decision regarding the assumption and rejection of executory contracts and unexpired leases are based on and are within

the sound business judgment of the Debtors, are necessary to the implementation of the Plan, and are in the best interests of the Debtors, their estate, holders of Claims, and other parties in interest in this Chapter 11 case.

SETTLEMENTS

R. Pursuant to sections 1123(b) of the Bankruptcy Code and Bankruptcy Rule 9019(a), and in consideration of the classification, distributions, and other benefits provided under the Plan, the provisions of the Plan constitute a good faith compromise and settlement of all the Claims and controversies resolved pursuant to the Plan.

ACCORDINGLY, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that:

A. General

1. The Plan, attached hereto as **Exhibit A**, is hereby confirmed and the record of the Hearing is hereby closed.

2. The Paulson and NSB Stipulation (Docket No. 500) and the Lionel Foundation Stipulation (Docket No. 501) are each approved.

3. The Effective Date of the Plan shall occur as set forth in the Plan.

4. In accordance with section 1141(a) of the Bankruptcy Code and upon the occurrence of the Effective Date, the Plan shall be binding upon and inure to the benefit of (i) the Debtors and their respective successors and assigns, (ii) the holders of Claims and their respective successors and assigns (whether or not they voted to accept the Plan, whether or not they are impaired under the Plan, and whether or not any such holder has filed, or is deemed to have filed a proof of Claim), (iii) any other Person giving, acquiring, or receiving property under the Plan, (iv) any party to an executory contract or unexpired lease of the Debtors, and (v) each of the foregoing's respective heirs, successors,

assigns, trustees, executors, administrators, affiliates, officers, directors, agents, representatives, attorneys, beneficiaries, or guardians, if any.

B. Treatment of Secured Claims

5. Except as expressly set forth herein, the secured portions of the Lenders' claims are reduced to the appraised value of the Properties, pursuant to 11 U.S.C. § 506(a).

6. The unsecured portions of the Lenders' claims are reduced and shall be treated as "general unsecured claims" - pursuant to 11 U.S.C. § 506(a).

7. The secured claim of BMW Financial Services, LLC in Class 1(a) is 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 its related loan terms.

8. The secured claim of Wells Fargo Bank, N.A. is Class 1(b) against the Debtors property located at 8767 N. US Highway 301, Wildwood, Florida is 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 its related note and mortgage. Such payments will be made by The Villages, LLC, and the total amounts of the claim against 8767 N. US Highway 301, Wildwood, Florida are:

a. First Lien – Wells Fargo Bank, N.A. - Loan Number – ****7390

i. Secured Claim - $619,969.10 (less any payments received after the Petition Date and applied to the principal balance)

ii. Unsecured Claim - $0.00

9. The secured claim of Chase Home Finance, LLC in Class 1(c) against the Debtors' property located at 809 Lone Star Drive, Cedar Park , Texas shall be paid the indubitable equivalent of its claim in accordance with section 1129(2)(A)(iii) of the Bankruptcy Code by the Debtors' surrendering of the property to Chase Home Finance, LLC.

10. The secured claim of Zions Bank in Class 1(d) against the Debtors' property located at 1370 Highway #20, Ashton, Idaho shall be 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 its related note and mortgage. The total amounts of the claim against 1370 Highway #20, Ashton, Idaho are:

a. First Lien – Zions Bank - Loan Number – ****9001

i. Secured Claim - $617,763.00 (less any payments received after the Petition Date and applied to the principal balance)

ii. Unsecured Claim - $0.00

11. The secured claim of claim of Nevada State Bank in Class 2(a) against the Debtors' property located at 3060 E. Post Road, Suite 110, Las Vegas, Nevada shall be paid as agreed upon by the parties pursuant to that certain Term Sheet dated June 4, 2013 and that certain stipulation between the parties (Docket No. 500), with a principal amount of $175,000.00, payable over 6 years from the Effective Date of the Plan, at an interest rate of 5.0% per annum and a monthly payment of $1,850.00. Any amounts due and owing after 6 years shall be payable to Nevada State Bank in one lump sum pursuant to the terms and conditions of an amended and restated note. The total amounts of the claim against 3060 E. Post Road, Suite 110, Las Vegas, Nevada are:

a. First Lien – Nevada State Bank - Loan Number – ****5001

i. Secured Claim - $175,000.00

ii. Unsecured Claim - $0.00

12. The secured claim of Nationstar Mortgage, LLC in Class 2(b) against the Debtors' property located at 908 Harold Dr., Unit 22, Incline Village, Nevada shall be paid as set forth in that certain stipulation between the parties (Docket No. 423), with a principal amount of $350,671.80, less any payments received after the Petition date and applied to the principal balance) amortized at 5.0%

interest over 30 years, for a total monthly principal and interest payment of $1,882.48. The total amounts of the claim against 908 Harold Dr., Unit 22, Incline Village, Nevada are:

a. First Lien – Nationstar Mortgage, LLC - Loan Number – ****3713

i. Secured Claim - $350,671.80 (less any payments received after the Petition Date and applied to the principal balance)

ii. Unsecured Claim - $0.00

13. The secured claim of Wells Fargo Bank, N.A. in Class 2(c) against the Debtors' property located at 711 Biltmore Way, Unit 302, Coral Gables, Florida 33134 shall be paid the indubitable equivalent of its claim in accordance with section 1129(2)(A)(iii) of the Bankruptcy Code and pursuant to the certain stipulation between the parties (Docket No. 329) by the Debtors' surrendering of the property to Wells Fargo Bank, N.A.

14. The secured claim of The Lionel Foundation in Class 2(d) against the Debtors' property located at Cabin 11 at Mt. Charleston Cabins, APN 129-36-101-009 shall be paid as set forth in that certain stipulation between the parties (Docket No. 501), with a principal amount of $137,194.97, amortized over 30 years with interest-only payments at 3.0% per annum until the earlier of: (i) 2 years from the Effective Date of the Plan; or (ii) resolution of the dispute with Paulson and the Paulson Entities regarding ownership of Cabin 11, after which the Debtors shall make principal and interest payments at 5.0% per annum. The total amounts of the claim against Cabin 11 at Mt. Charleston Cabins, APN 129-36-101-009 are:

a. First Lien – The Lionel Foundation - Loan Number – ****1127

i. Secured Claim - $137,194.97

ii. Unsecured Claim - $0.00

15. The secured claims of Aurora Loan Servicing, LLC in Class 2(e) and Wells Fargo Bank in Class 2(f) against the Debtors' property located at 7229 Mira Vista Street, Las Vegas, Nevada

89120 shall be treated as follows: (i) the secured claim of Aurora Loan Servicing, LLC shall be treated as set forth in that certain stipulation by the parties (Docket No. 129) (Case No. 10-14456-BAM), with a principal balance of $673,000.00, less any payments made after the Petition Date and applied to the principal balance, amortized at 5.0% interest over 30 years; and (ii) the secured claim of Wells Fargo Bank shall be paid an amount equal to $15,000.00, amortized at 3.0% over 20 years, with a 1-year maturity (balloon payment at the 12th monthly payment) and in accordance with all other terms of the related note and mortgage. The total amounts of the claims against 7229 Mira Vista Street, Las Vegas, Nevada 89120 are:

a. First Lien – Aurora Loan Servicing, LLC - Loan Number – ****6255

i. Secured Claim - $673,000.00 (less any post-petition payments made and applied to the principal balance)

ii. Unsecured Claim - $0.00

b. Second Lien – Wells Fargo Bank, N.A. – Loan Number - ****1998

i. Secured Claim - $15,000.00

ii. Unsecured Claim - $0.00

16. The secured claim of Hugo R. Paulson and the Paulson Entities in Class 2(g) against the Debtors' 15.87% membership interest in the 38.465-acre property located near Pflugerville, Texas, owned by Pecan Street Plaza, LLC ("**PSP**"), whose membership interests are jointly owned by the Debtors (15.87%) and Hugo R. Paulson and the Paulson Entities (84.13%) shall be paid the full amount of their claim upon the sale of the PSP property and as set forth in that certain stipulation between the parties (Docket No. 500).

17. The Lenders' secured rights and/or lien-holder rights in the Properties are hereby modified as set forth above, however, all remaining terms of the mortgage and note, except as expressly modified herein, shall remain the same.

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C. Treatment of Unsecured Claims

18. The allowed unsecured claims of Hugo R. Paulson and the Paulson Entities in Class 4 shall be subject to any right of setoff and/or recoupment that the Debtors may have against Paulson or the Paulson Entities obtained via the Decision and Judgment entered on November 2, 2012. The first proceeds which flow from the Decision and Judgment, however, will be used to offset and satisfy the allowed unsecured claims of Paulson and the Paulson Entities in Class 4, as set forth in that certain stipulation between the parties (Docket No. 500).

19. The allowed unsecured claim of Nevada State Bank in Class 5 against the Debtors shall be paid from the recoveries obtained by the Debtors from the Decision and Judgment against Paulson and the Paulson Entities, payable over 60 months in equal quarterly installments. Until the Debtors recover funds from Paulson and the Paulson Entities, the Debtors will pay Nevada State Bank's allowed unsecured claim after the Effective Date of the Plan, in accordance with that certain stipulation between the parties (Docket No. 500), as follows:

Year 1:	$1,000.00 per month;
Year 2:	$1,500.00 per month;
Year 3:	$2,000.00 per month;
Year 4:	$2,500.00 per month;
Year 5:	$3,000.00 per month.

Any remaining balance at the end of year 5 shall be paid in one lump sum. Interest will accrue starting in year 3 (or month 25) at 4.0% per annum and will continue to accrue on the unpaid balance until NSB's unsecured claim is paid in full.

D. Plan Implementation.

20. The Debtors are authorized to undertake or cause to be undertaken any and all acts and actions contemplated by the Plan or required to consummate and implement the provisions of the Plan, prior to, on, and after the Effective Date, including without limitation, entering, executing, delivering,

filing or recording any agreements, instruments, or documents necessary to implement the Plan. All such actions shall be deemed to have occurred and shall be in effect without any requirement or further action by the Debtors.

21. To the extent Section 1129(a)(16) of the Bankruptcy Code may apply, the ultimate ownership of the cabins, which (a) were a subject of the Decision and Judgment pursuant to Paulson's claims to quiet title, and (b) are claimed as assets in the Paulson bankruptcy cases, will be resolved in any court of competent jurisdiction, subject to the preclusive effect of the Decision and Judgment, if any.

22. Each federal, state, commonwealth, local, foreign or other governmental agency is hereby directed and authorized to accept any and all documents, mortgages, and instruments necessary or appropriate to effectuate, implement, or consummate the transactions contemplated by the Plan and this Order.

E. Plan Distributions.

23. There were no objections to the Plan from creditors holding allowed unsecured claims. In accordance with section 1129(a)(15), the Debtors will not make any Plan payments to their general unsecured creditors.

24. In accordance with the Plan, all applications for payment of fees and reimbursement of expenses by professionals retained in these Chapter 11 Cases as well as parties seeking compensation pursuant to section 503 of the Bankruptcy Code must be filed with the Court by the date that is no later than forty-five (45) days after the Effective Date of the Plan (or, if such date is not a Business Day, by the next Business Day thereafter). Any person or entity that fails to file such an application or request on or before such date shall be forever barred from asserting such Administrative Claim against the Debtors or their property, and the holder thereof shall be enjoined from commencing or continuing any

action, employment of process or act to collect, offset or recover such Administrative Claim. Applications for approval of professionals' fees not previously awarded during the pendency of the Chapter 11 case may be included in such professional's final applications as set forth herein and in the Plan. Objections, if any, to Fee Claims shall be filed and served not later than fourteen (14) business days prior to the date set by the Court for the hearing to consider such requests.

F. Executory Contracts and Leases.

25. As of the Effective Date, except as otherwise set forth herein or in the Plan, all executory contracts and unexpired leases of the Debtors shall be assumed, pursuant to sections 365 and 1123 of the Bankruptcy Code.

26. Upon the Effective Date of the Plan, the Debtors shall provide notice of the rejection pursuant to the Plan of an executory contract or unexpired lease to any non-debtor parties. In the event the Plan otherwise is not consummated, the Debtors may modify or amend (including, without limitation, making additions and/or deletions) all rights of the Debtors to assume or reject their unexpired leases and executory contracts shall be reinstated to the date immediately prior to the date of this Order.

G. Taxes and Transfers.

27. The transfer of any asset under the Plan or this Order has been duly authorized, and when issued as provided in the Plan, will be validly issued, fully paid, and non-assessable.

28. Creditors seeking to protect the validity, enforceability, perfection and priority of the liens and security interests granted and/or continued under the Plan may file financing statements, deeds of trust, mortgages or other documents and take any and all actions as they deem appropriate, in their respective discretion, to confirm the perfection of such security interests and liens.

29. All filing and recording officers are hereby directed to accept for filing or recording all instruments of transfer to be filed and recorded notwithstanding any contrary provision of applicable non-bankruptcy law. This Court retains jurisdiction to enforce the foregoing direction, by contempt proceedings or otherwise.

H. Miscellaneous.

30. From and after the Effective Date, this Court shall retain and have exclusive jurisdiction of all matters arising out of this Chapter 11 case pursuant to, and for purposes of, subsection 105(a) and section 1142 of the Bankruptcy Code, including without limitation, jurisdiction over the matters set forth in the Plan, which is incorporated herein by reference, as if set forth *in extenso*.

31. Except as otherwise provided in the Plan and this Order, notice of all subsequent pleadings in this Chapter 11 case shall be limited to counsel for the Debtors, the United States Trustee, and any party known to be directly affected by the relief sought.

32. Notwithstanding anything in the Plan or this Order to the contrary, the amount of any Priority Tax Claim for U.S. federal income taxes, if any, and the rights of the holder of such Claim, if any, to payment in respect thereof shall: (a) survive the Effective Date and consummation of the Plan and be determined in the manner and by the administrative or judicial tribunal in which the amount of such Claim and the rights of the holder of such Claim would have been resolved or adjudicated if the Chapter 11 case had not been commenced; and (b) not be discharged, impaired or adversely affected by the Plan. In accordance with section 1124 of the Bankruptcy Code, the Plan shall leave unaltered the legal, equitable and contractual rights of a holder of such Claim.

33. Failure specifically to include or reference particular sections or provisions of the Plan or any related agreement in this Order shall not diminish or impair the effectiveness of such sections or

provisions, it being the intent of the Court that the Plan be confirmed and such related agreements be approved in their entirety.

34. All entities holding Claims against the Debtors that are treated under the Plan are hereby directed to execute, deliver, file, or record any document, and to take any action necessary to implement, consummate, and otherwise effect the Plan in accordance with its terms, and all such entities shall be bound by the terms and provisions of all documents executed and delivered by them in connection with the Plan.

35. In accordance with section 1142 of the Bankruptcy Code, the Debtors, and any other entity designated pursuant to the Plan are hereby authorized, empowered and directed to issue, execute, deliver, file and record any document, and to take any action necessary or appropriate to implement, consummate and otherwise effectuate the Plan in accordance with its terms, and all such entities shall be bound by the terms and provisions of all documents issued, executed and delivered by them as necessary or appropriate to implement or effectuate the transactions contemplated by the Plan and as set forth in the Plan.

36. Any document related to the Plan that refers to a plan of reorganization of the Debtors other than the Plan confirmed by this Order shall be, and it hereby is, deemed to be modified such that the reference to a plan of reorganization of the Debtors in such document shall mean the Plan confirmed by this Order, as appropriate.

37. In the event of an inconsistency between the Plan, on the one hand, and any other agreement, instrument, or document intended to implement the provisions of the Plan, on the other, the provisions of the Plan shall govern (unless otherwise expressly provided for in such agreement, instrument, or document). In the event of any inconsistency between the Plan or any agreement, instrument, or document intended to implement the Plan, on the one hand, and this Order, on the other,

the provisions of the Plan shall govern. Notwithstanding the foregoing, the Paulson and NSB Stipulation (Docket No. 500) expressly governs the treatment of Class 2(g) and Class 4.

38. The provisions of this Order are integrated with each other and are non-severable and mutually dependent.

39. This Order is a final order and the period in which an appeal must be filed shall commence immediately upon the entry hereof.

40. If any or all of the provisions of this Order are hereafter reversed, modified or vacated by subsequent order of this Court, or any other Court, such reversal, modification or vacatur shall not affect the validity of the acts or obligations incurred or undertaken under or in connection with the Plan prior to the Debtors' receipt of written notice of such order. Notwithstanding any such reversal, modification or vacatur of this Order, any such act or obligation incurred or undertaken pursuant to, and in reliance on, this Order prior to the effective date of such reversal, modification or vacatur shall be governed in all respects by the provisions of this Order and the Plan and all related documents or any amendments or modifications thereto.

41. The Plan shall be substantially consummated on the Effective Date because the transactions described in the Plan shall have occurred or shall have been provided for.

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, NV 89119
Attorneys for Debtors

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 Stevens, Esq.; Jeff Sylvester, Esq.; Ryan Andersen, 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, NV 89119
Attorneys for Debtors

# # #

EXHIBIT A

Samuel A. Schwartz, Esq.
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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 Date: June 19, 2013
Debtors.	)	Confirmation Hearing Time: 9:00 a.m.
	)	

THIRD AMENDED JOINT PLAN OF REORGANIZATION FOR GO GLOBAL, INC., CARLOS A. HUERTA AND CHRISTINE H. HUERTA, CHARLESTON FALLS, LLC AND HPCH, LLC UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

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THIRD AMENDED JOINT 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

Carlos A. Huerta, Christine H. Huerta, Go Global, Inc. Charleston Falls, LLC and HPCH, LLC, as debtors and debtors in possession (the "**Debtors**"), propose the following plan of reorganization (the "**Plan**") for the resolution of the outstanding Claims against, and Equity Interests in, the Debtors. The Debtors are the proponent of the Plan within the meaning of section 1129 of the Bankruptcy Code (as defined below). Reference is made to the Debtors' Disclosure Statement for a discussion of the Debtors' history, business, results of operations, historical financial information, and accomplishments during the Chapter 11 Cases (as defined below), projections and properties, and for a summary and analysis of this Plan and the treatment provided for herein. There also are other agreements and documents, which are or will be filed with the Bankruptcy Court, that are referenced in this Plan or the Disclosure Statement.

ARTICLE I.
RULES OF INTERPRETATION, COMPUTATION OF TIME, GOVERNING LAW AND DEFINED TERMS

A. Rules of Interpretation, Computation of Time and Governing Law

1. For purposes herein: (a) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, feminine and the neuter gender; (b) any reference herein to a contract, lease, instrument, release, indenture or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; (c) any reference herein to an existing document or exhibit having been Filed or to be Filed shall mean that document or exhibit, as it may thereafter be amended, modified or supplemented; (d) unless otherwise specified, all references herein to "Articles" are references to Articles hereof or hereto; (e) unless otherwise stated, the words ''herein,'' "hereof" and ''hereto'' refer to the Plan in its entirety rather than to a particular portion of the Plan; (f) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation hereof; (g) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; and (h) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be.

2. The provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein.

Defined Terms

Unless the context otherwise requires, the following terms shall have the following meanings when used in capitalized form herein:

1. "*Accrued Professional Compensation*" means, at any given moment, all accrued, contingent and/or unpaid fees and expenses (including, without limitation, success fees and Allowed Professional Compensation) for legal, financial advisory, accounting and other services and reimbursement of expenses that are awardable and allowable under sections 328, 330(a) or 331 of the Bankruptcy Code or otherwise rendered allowable prior to the Confirmation Date by any Retained Professionals in the Chapter 11 Cases, that the Bankruptcy Court has not denied by a Final Order, to the extent that any such fees and expenses have not been previously paid regardless of whether a fee application has been Filed for any such amount.

2. *"Administrative Claim*" means any Claim for costs and expenses of administration of the Estate under sections 503(b), 507(b) or 1114(e)(2) of the Bankruptcy Code (excluding claims under section 503(b)(9) of the Bankruptcy Code), including, without limitation: (a) the actual and necessary costs and expenses incurred after the Commencement Date of preserving the Estate and operating the business of the Debtors; (b) Allowed Professional Compensation; and (c) all fees and charges assessed against the Estates under chapter 123 of title 28 of the United States Code, 28 U.S.C. §§ 1911-1930.

3. "*Affiliate*" has the meaning set forth at section 101(2) of the Bankruptcy Code.

4. *"Allowed"* means, with respect to Claims or Equity Interests: (a) any Claim or Equity Interest,, proof of which is timely Filed by the applicable Claims Bar Date (or which by the Bankruptcy Code or Final Order is not or shall not be required to be Filed); (b) any Claim or Equity Interest that is listed in the Schedules as of the Effective Date as not contingent, not unliquidated and not Disputed, and for which no Proof of Claim or Interest has been timely Filed; or (c) any Claim or Equity Interest Allowed pursuant to the Plan; *provided, however,* that with respect to any Claim or Equity Interest described in clause (a) above, such Claim or Equity Interest shall be considered Allowed only if and to the extent that (x) with respect to any Claim or Equity Interest, no objection to the allowance thereof has been interposed within the applicable period of time fixed by the Plan, the Bankruptcy Code, the Bankruptcy Rules or the Bankruptcy Court, or (y) such an objection is so interposed and the Claim or Equity Interest shall have been Allowed for distribution purposes only by a Final Order. Any Claim that has been or is hereafter listed in the Schedules as contingent, unliquidated or disputed, and for which no Proof of Claim has been timely Filed, is not considered Allowed and shall be expunged without further action by the Debtors or the Reorganized Debtors and without any further notice to or action, order or approval of the Bankruptcy Court.

5. *"Allowed Professional Compensation"* means all Accrued Professional Compensation allowed or awarded by a Final Order of the Bankruptcy Court or any other court of competent jurisdiction.

6. "*Assets*" means all of the Debtors' right, title and interest of any nature in property, wherever located, as specified in section 541 of the Bankruptcy Code.

7. "*Avoidance Actions*" means any and all claims and causes of action which any of the Debtors, the debtors in possession, the Estate, or other appropriate party in interest has asserted or may assert under sections 502, 510, 542, 544, 545, or 547 through 553 of the Bankruptcy Code or under similar or related state or federal statutes and common law, including fraudulent transfer laws.

8. *"Ballots"* means the ballots accompanying the Disclosure Statement upon which certain Holders of Impaired Claims (modified, as necessary, based on voting party in accordance with the Disclosure Statement Order) entitled to vote shall, among other things, indicate their acceptance or rejection of the Plan in accordance with the Plan and the procedures governing the solicitation process, and which must be actually received on or before the Voting Deadline.

9. *"Bankruptcy Code"* means Chapter 11 of the Bankruptcy Code, 11 U.S.C. §§ 101-1532, as applicable to the Chapter 11 Cases, and to the extent of the withdrawal of any reference under section 157 of Title

28 of the United States Code and/or the Order of the United States District Court for the District of Nevada pursuant to section 157(a) of Title 28 of the United States Code, the United States District Court for the District of Nevada.

10. *"Bankruptcy Court"* means the United States Bankruptcy Court for the District of Nevada, having jurisdiction over the Chapter 11 Cases.

11. "*Bankruptcy Rules*" means the Federal Rules of Bankruptcy Procedure, as applicable to the Chapter 11 Cases, promulgated under 28 U.S.C. § 2075 and the general, local and chambers rules of the Bankruptcy Court.

12. "*Business Day*" means any day, other than a Saturday, Sunday or "legal holiday" (as defined in Bankruptcy Rule 9006(a)).

13. "*Cash*" means the legal tender of the United States of America or the equivalent thereof.

14. "*Causes of Action*" means all actions, 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.

15. "*Chapter 11 Cases*" means the Chapter 11 Cases pending for the Debtors under chapter 11 of the Bankruptcy Code in the Bankruptcy Court.

16. "*Claim*" means any claim against the Debtors as defined in section 101(5) of the Bankruptcy Code.

17. "*Claims Bar Date*" means, as applicable, the dates set forth in Article II.C. of the Disclosure Statement.

18. *"Claims Objection Bar Date"* means, for each Claim, the later of (a) 180 days after the Effective Date and (b) such other period of limitation as may be specifically fixed by an order of the Bankruptcy Court for objecting to such Claims; *provided, however*, that in no event shall the Claims Objection Bar Date be greater than 120 days after the Effective Date with respect to any General Unsecured Claim in Class 7.

19. *"Claims Register"* means the official register of Claims maintained by the Bankruptcy Court.

20. "*Class*" means a category of Holders of Claims or Equity Interests as set forth in Article III hereof pursuant to section 1122(a) of the Bankruptcy Code.

21. *"Commencement Date"* means March 23, 2010, the date on which the Debtors commenced the Chapter 11 Cases.

22. *"Commission"* means the U.S. Securities and Exchange Commission.

23. "*Confirmation*" means the entry of the Confirmation Order on the docket of the Chapter 11 Cases, subject to all conditions specified in Article IX hereof having been: (a) satisfied; or (b) waived pursuant to Article IX.C hereof.

24. "*Confirmation Date*" means the date upon which the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Cases, within the meaning of Bankruptcy Rules 5003 and 9021.

25. *"Confirmation Hearing"* means the hearing held by the Bankruptcy Court on Confirmation of the Plan pursuant to section 1129 of the Bankruptcy Code, as such hearing may be continued from time to time.

26. "*Confirmation Order*" means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

27. *"Consummation*" means the occurrence of the Effective Date.

28. "*Creditor*" means a Holder of a Claim.

29. *"Cure Claim"* means a Claim based upon the Debtors' default on an Executory Contract or Unexpired Lease at the time such contract or lease is assumed by the Debtors under sections 365 or 1123 of the Bankruptcy Code.

30. "*Debtors*" means Carlos A. Huerta and Christine H. Huerta, Go Global, Inc., HPCH, LLC, and Charleston Falls, LLC in their individual capacity as debtors in this Chapter 11 Cases.

31. "*Debtors in Possession*" means the Debtors, as debtors in possession in these Chapter 11 Cases.

32. "*Disclosure Statement*" means the First Amended *Disclosure Statement for Joint Plan of Reorganization of Carlos A. Huerta and Christine H. Huerta, Go Global, Inc., HPCH, LLC, and Charleston Falls, LLC Under Chapter 11 of the Bankruptcy Code*, as amended, supplemented or modified from time to time, including all exhibits and schedules thereto and references therein that relate to the Plan, that is prepared and distributed in accordance with the Bankruptcy Code, Bankruptcy Rules and any other applicable law.

33. *"Disclosure Statement Motion"* means that certain *Motion for Order (A) Approving the Disclosure Statement, (B) Establishing the Record Date, Voting Deadline, and Other Dates, (C) Approving Procedures for Soliciting, Receiving and Tabulating Votes on the Plan and for Filing Objections to the Plan and (D) Approving the Manner and Forms of Notice and Other Related Documents* filed with the Bankruptcy Court on January 22, 2013, as the Motion may be amended from time to time.

34. "*Disclosure Statement Order*" means that certain *Order (A) Approving the Disclosure Statement, (B) Establishing the Record Date, Voting Deadline, and Other Dates, (C) Approving Procedures for Soliciting, Receiving and Tabulating Votes on the Plan and for Filing Objections to the Plan and (D) Approving the Manner and Forms of Notice and Other Related Documents* approved by the Bankruptcy Court on March 26, 2013, as the order may be amended from time to time.

35. "*Disputed Claim*" means, with respect to any Claim or Equity Interests, any Claim or Equity Interests listed on (a) the Claims Register that is not yet Allowed, or (b) Scheduled as Disputed.

36. "*Distribution Agent*" means Cynthia Bitaut of Baxter Distribution Services, 2655 Box Canyon Drive, No. 190, Las Vegas, Nevada 89128.

37. *"Distribution Record Date"* means the date for determining which Holders of Claims are eligible to receive distributions hereunder and shall be the Voting Deadline or such other date as designated in an order of the Bankruptcy Court.

38. "Decision" means that certain 79-page Memorandum Decision After Trial entered by the Bankruptcy Court on November 2, 2012, in favor of the Debtors and against Hugo R. Paulson and the Paulson Entities (jointly and severally) in that certain adversary proceeding captioned Carlos A. Huerta, et al. v. Hugo R. Paulson, et al., Adversary Case No. 10-01334-BAM, Docket No. 219.

39. "*Effective Date*" means the day that is the first Business Day occurring at least 15 days after the Confirmation Date on which: (a) no stay of the Confirmation Order is in effect; and (b) all conditions specified in Article IX.B hereof have been: (i) satisfied; or (ii) waived pursuant to Article IX.C hereof.

40. "*Entity*" means an entity as defined in section 101(15) of the Bankruptcy Code.

41. "*Equity Interest*" means any: (a) equity security in the Debtors, including all issued, unissued, authorized, or outstanding shares of stock, together with any warrants, options, or contractual rights to purchase or acquire such equity securities at any time and all rights arising with respect thereto or (b) partnership, limited liability company, or similar interest in the Debtors.

42. "*Estate*" means, as to the Debtors, the estate created for the Debtors in its Chapter 11 Cases pursuant to section 541 of the Bankruptcy Code.

43. *"Exchange Act"* means the Securities Act of 1933, 15 U.S.C. §§ 77a-77aa, or any similar federal, state or local law.

44. "*Executory Contract*" means a contract to which the Debtors are a party that is subject to assumption or rejection under sections 365 or 1123 of the Bankruptcy Code.

45. *"Fee Claim"* means a Claim under sections 328, 330(a), 331, 363, 503 or 1103 of the Bankruptcy Code for Accrued Professional Compensation.

46. *"File"* or *"Filed"* means file, filed or filing with the Bankruptcy Court or its authorized designee in this Chapter 11 Cases.

47. "*Final Order*" means an order or judgment of the Bankruptcy Court, or other court of competent jurisdiction with respect to the subject matter, as entered on the docket in the Chapter 11 Cases or the docket of any court of competent jurisdiction, that has not been reversed, stayed, modified or amended, and as to which the time to appeal, or seek certiorari or move for a new trial, reargument or rehearing has expired and no appeal or petition for certiorari or other proceedings for a new trial, reargument or rehearing been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been timely Filed has been withdrawn or resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought or the new trial, reargument or rehearing shall have been denied, resulted in no modification of such order or has otherwise been dismissed with prejudice.

48. *"General Unsecured Claim"* means claim against the Debtors that is not (i) an Administrative Claim, (ii) a Priority Tax Claim, (iii) a Priority Non-Tax Claim, or (iv) a Secured Claim.

49. *"Governmental Bar Date"* means the dates set forth in Article II.C. of the Disclosure Statement.

50. "*Holder*" means an Entity holding a Claim or an Equity Interest.

51. *"Impaired"* means any Claims in an Impaired Class.

52. "*Impaired Class*" means an impaired Class within the meaning of section 1124 of the Bankruptcy Code.

53. "*Initial Distribution Date*" means the date that is as soon as practicable after the Effective Date, but no sooner than thirty (30) days after the Effective Date, when distributions under the Plan shall commence, or after the collection of no less that 40% of the Judgment against the Paulson Group, when payments to the Allowed Claims of unsecured creditors begin.

54. "Judgment" means that certain judgment entered in favor of the Debtors and against Hugo R. Paulson and the Paulson Entities in the gross sum of $5,579,656.71, plus pre-judgment interest and post-judgment interest in that certain adversary proceeding entitled Carlos A. Huerta, et. al. v. Hugo R. Paulson, et. al, Adversary Case No. 10-01334-BAM, Docket No. 220.

55. *"New Equity Interests"* means the equity in Reorganized Debtors to be authorized, issued or reserved on the Effective Date pursuant to the Plan, which shall constitute all of the direct or indirect equity of the Reorganized Debtors.

56. "Paulson Appeal" means that certain appeal of the Decision and Judgment by Hugo R. Paulson and the Paulson Entities to the Bankruptcy Appellate Panel for the Ninth Circuit Court of Appeals.

57. "Paulson Bankruptcy Cases" means those certain Chapter 11 cases filed by Hugo R. Paulson and the Paulson Entities on November 16, 2012, in the United States Bankruptcy Court for the District of Arizona.

58. "*Paulson Entities*" means any entity related to, owned (in whole or in part) or controlled by Hugo R. Paulson, including but not limited to Azure Seas, LLC, and Azure Seas Holdings, LLC.

59. *"Periodic Distribution Date"* means the first Business Day that is as soon as reasonably practicable occurring no later than approximately 180 days after the Initial Distribution Date, and thereafter, the first Business Day that is as soon as reasonably practicable occurring no later than 180 days after the immediately preceding Periodic Distribution Date.

60. "*Person*" means a person as defined in section 101(41) of the Bankruptcy Code.

61. "*Plan*" means this First Amended *Joint Plan of Reorganization of Carlos A. Huerta and Christine H. Huerta, Go Global, Inc., HPCH, LLC, and Charleston Falls, LLC Under Chapter 11 of the Bankruptcy Code* dated January 17, 2013, as amended, supplemented or modified from time to time, including, without limitation, the Plan Supplement, which is incorporated herein by reference.

62. "*Plan Supplement*" means, collectively, the compilation of documents and forms of documents, and all exhibits, attachments, schedules, agreements, documents and instruments referred to therein, ancillary or otherwise, all of which are incorporated by reference into, and are an integral part of, the Plan, as all of the same may be amended, modified, replaced and/or supplemented from time to time in accordance with the terms hereof and the Bankruptcy Code and the Bankruptcy Rules.

63. "Priority Non-Tax Claim" means any Claim accorded priority in right of payment pursuant to section 507(a) of the Bankruptcy Code, other than a Priority Tax Claim or an Administrative Claim.

64. "*Priority Tax Claim*" means any Claim of a governmental unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.

65. *"Proof of Claim"* means a proof of Claim Filed against the Debtors in the Chapter 11 Cases.

66. "*Proof of Interest*" means proof of Equity Interest filed against the Debtor in the Chapter 11 Cases.

67. "*Pro Rata*" means the proportion that an Allowed Claim in a particular Class bears to the aggregate amount of Allowed Claims in that Class, or the proportion that Allowed Claims in a particular Class bear to the aggregate amount of Allowed Claims in a particular Class and other Classes entitled to share in the same recovery as such Allowed Claim under the Plan.

68. *"Record Date"* means the bar dates set forth in Article II.C. of the Disclosure Statement.

69. "*Reorganized Debtors*" means the Debtors, or any successor thereto, by merger, consolidation or otherwise, on or after the Effective Date.

70. "*Retained Professional*" means any Entity: (a) employed in this Chapter 11 Cases pursuant to a Final Order in accordance with sections 327 and 1103 of the Bankruptcy Code and to be compensated for services rendered prior to the Effective Date, pursuant to sections 327, 328, 329, 330 or 331 of the Bankruptcy Code; or

(b) for which compensation and reimbursement has been allowed by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code.

71. "*Schedules*" mean, collectively, the schedules of assets and liabilities, schedules of Executory Contracts and Unexpired Leases and statements of financial affairs Filed by the Debtors pursuant to section 521 of the Bankruptcy Code and in substantial accordance with the Official Bankruptcy Forms, as the same may have been amended, modified or supplemented from time to time.

72. *"Securities Act"* means the United States Securities Act of 1933, as amended.

73. "*SLF*" means The Schwartz Law Firm, Inc.

74. "*Unexpired Lease*" means a lease to which the Debtors are a party that is subject to assumption or rejection under sections 365 or 1123 of the Bankruptcy Code.

75. "*Unimpaired*" means, with respect to a Class of Claims or Equity Interests, a Claim or an Equity Interest that is unimpaired within the meaning of section 1124 of the Bankruptcy Code.

76. "*Unimpaired Class*" means an unimpaired Class within the meaning of section 1124 of the Bankruptcy Code.

77. "*Voting Classes*" means, Classes means Classes 2, 4, 5 and 6.

78. *"Voting Deadline"* means May 13, 2013 at 5:00 p.m. prevailing Pacific Time for all Holders of Claims, which is the date and time by which all Ballots must be received by the Debtors in accordance with the Disclosure Statement Order, or such other date and time as may be established by the Bankruptcy Court with respect to any Voting Class.

ARTICLE II.

ADMINISTRATIVEAND PRIORITY TAX CLAIMS

A. Administrative Claims

Each Holder of an Allowed Administrative Claim shall be paid the full unpaid amount of such Claim in Cash (a) on or as soon as reasonably practicable after the Effective Date, (b) if such Claim is Allowed after the Effective Date, on or as soon as reasonably practicable after the date such Claim is Allowed, or (c) upon such other terms as may be agreed upon by the Debtors or the Reorganized Debtors, as applicable, and such Holder or otherwise upon an order of the Bankruptcy Court; *provided*, *however*, that Allowed Administrative Expense Claims representing liabilities incurred by the Debtors in the ordinary course of business during the Chapter 11 Cases, other than those liabilities constituting or relating to commercial tort claims or patent, trademark or copyright infringement claims, shall be paid in the ordinary course of business in accordance with the terms and subject to the conditions of any agreements governing, instruments evidencing, or other documents related to such transactions, and holders of claims related to such ordinary course liabilities are not required to File or serve any request for payment of such Administrative Claims.

1. Bar Date for Administrative Claims

Except as otherwise provided in this Article II.A hereof, unless previously Filed, requests for payment of Administrative Claims must be Filed and served on the Reorganized Debtors pursuant to the procedures specified in the Confirmation Order and the notice of entry of the Confirmation Order no later than 45 days after the Effective Date. Holders of Administrative Claims that are required to File and serve a request for payment of such Administrative Claims, including, without limitation, Holders of Claims for liabilities constituting or relating to commercial tort claims or patent, trademark or copyright infringement claims who assert that such claims constitute Administrative Claims, that do not File and serve such a request by the applicable Claims Bar Date shall be forever

barred, estopped and enjoined from asserting such Administrative Claims against the Debtors or any Reorganized Debtors or their Estates and property and such Administrative Claims shall be deemed discharged as of the Effective Date. Objections to such requests must be Filed and served on the Reorganized Debtors and the requesting party by the later of (a) 120 days after the Effective Date and (b) 60 days after the Filing of the applicable request for payment of Administrative Claims, if applicable, as the same may be modified or extended from time to time by the Bankruptcy Court and/or on motion of a party in interest approved by the Bankruptcy Court.

2. Professional Compensation and Reimbursement Claims

Retained Professionals or other Entities asserting a Fee Claim for services rendered before the Confirmation Date must File and serve on the Reorganized Debtors and such other Entities who are designated by the Bankruptcy Rules, the Confirmation Order or other order of the Bankruptcy Court an application for final allowance of such Fee Claim no later than 60 days after the Effective Date; *provided* that the Reorganized Debtors shall pay Retained Professionals or other Entities in the ordinary course of business for any work performed after the Confirmation Date. Objections to any Fee Claim must be Filed and served on the Reorganized Debtors and the requesting party by 14 days after the Filing of the applicable request for payment of the Fee Claim. To the extent necessary, the Confirmation Order shall amend and supersede any previously entered order of the Bankruptcy Court regarding the payment of Fee Claims. Each Holder of an Allowed Fee Claim shall be paid by the Reorganized Debtors in Cash within five (5) Business Days of entry of the order approving such Allowed Fee Claim.

Priority Tax Claims

Each Holder of an Allowed Priority Tax Claim due and payable on or prior to the Effective Date shall receive, as soon as reasonably practicable after the Effective Date, on account of such Claim: (1) Cash in an amount equal to the amount of such Allowed Priority Tax Claim; (2) Cash in an amount agreed to by the Debtors or Reorganized Debtors, as applicable, and such Holder; *provided, however,* that such parties may further agree for the payment of such Allowed Priority Tax Claim at a later date; or (3) at the option of the Debtors, Cash in an aggregate amount of such Allowed Priority Tax Claim payable in installment payments over a period not more than five years after the Commencement Date, plus simple interest at the rate required by applicable law on any outstanding balance from the Effective Date, or such lesser rate as is agreed to by a particular taxing authority, pursuant to section 1129(a)(9)(C) of the Bankruptcy Code. To the extent any Allowed Priority Tax Claim is not due and owing on the Effective Date, such Claim shall be paid in full in cash in accordance with the terms of any agreement between the Debtors and such Holder, or as may be due and payable under applicable non-bankruptcy law or in the ordinary course of business. The Debtors do not have any Priority Tax Claims.

ARTICLE III.

CLASSIFICATION AND TREATMENT OF CLASSIFIED CLAIMS AND EQUITY INTERESTS

A. Summary

1. This Plan constitutes the chapter 11 plan of reorganization for the Debtors. Except for the Claims addressed in Article II above (or as otherwise set forth herein), all Claims against the Debtors are placed in Classes for the Debtors. Class 8 consists of Equity Interests. In accordance with section 1123(a)(1) of the Bankruptcy Code, the Debtor has not classified Administrative Claims and Priority Tax Claims, as described in Article II.

2. The categories of Claims and Equity Interests listed below classify Claims and Equity Interests for all purposes, including, without limitation, voting, Confirmation and distribution pursuant hereto and pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code. The Plan deems a Claim or Equity Interest to be classified in a particular Class only to the extent that the Claim or Equity Interest qualifies within the description of that Class and shall be deemed classified in a different Class to the extent that any remainder of such Claim or Equity Interest qualifies within the description of the different Class. A Claim or Equity Interest is in a particular Class only to the extent that any such Claim or Equity Interest is Allowed in that Class and has not been paid or otherwise settled prior to the Effective Date.

3. 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.

If no objections are filed to the Plan, the Debtors may elect to make no distributions to general unsecured creditors as set forth in Section 1129(a)(15) of the Bankruptcy Code.

4. Summary of Classification and Treatment of Classified Claims and Equity Interests

Class	Claim	Status	Voting Rights
1(a)	Secured Claim of BMW Financial Services, LLC	Unimpaired	Deemed to Accept
1(b)	Secured Claim of Wachovia/Wells Fargo Bank	Unimpaired	Deemed to Accept
1(c)	Secured Claim of Chase Home Finance	Unimpaired	Deemed to Accept
1(d)	Secured Claim of Zions Bank	Unimpaired	Deemed to Accept
2(a)	Secured Claim of Nevada State Bank	Impaired	Entitled to Vote
2(b)	Secured Claim of BAC Home Loans Servicing, LP	Impaired	Entitled to Vote
2(c)	Secured Claim of Wells Fargo Bank, N.A.	Impaired	Entitled to Vote
2(d)	Secured Claim of the Lionel Foundation	Impaired	Entitled to Vote
2(e)	Secured Claim of Aurora Loan Servicing, LLC	Impaired	Entitled to Vote
2(f)	Secured Claim of Wells Fargo Bank, N.A.	Impaired	Entitled to Vote
2(g)	Secured Claim of Hugo R. Paulson and Paulson Entities	Impaired	Entitled to Vote
3	Priority Claims	Unimpaired	Deemed to Accept
4	Unsecured Claims of Paulson and Paulson Entities	Impaired	Entitled to Vote
5	Unsecured Claim of Nevada State Bank	Impaired	Entitled to Vote
6	General Unsecured Claims	Impaired	Entitled to Vote
7	Equity Interests	UnImpaired	Deemed to Accept

B. Classification and Treatment of Claims and Equity Interests

1. Class 1(a) – Secured Claim of BMW Financial Services, LLC

(a) *Classification*: Class 1(a) consists of the Secured Claim of BMW Financial Services against the Debtors' 2008 Volvo XC70, which is secured by a lien against the Debtors' property, loan number xxxxx9087.

(b) *Treatment*: The holder of the allowed Class 1(a) Secured Claim shall be unimpaired and 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 its related loan terms. Any prepetition default is hereby cured under the treatment of the Plan. In the event of a default post-confirmation, the secured creditor shall first comply with all default procedures set forth in the Plan, second the contract between the parties, and last, if necessary or applicable, state law.

(c) *Voting*: Class 1(a) is an unimpaired class, and the holder of the Class 1(a) claim is conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the holder of the Class 1(a) claim is not entitled to vote to accept or reject the Plan.

Class 1(b) – Secured Claim of Wachovia/Wells Fargo Bank, N.A.

(a) *Classification*: Class 1(b) consists of the Secured Claim of Wachovia/Wells Fargo Bank, N.A., which is secured by a lien against the Debtors' investment property located at 8767

N. US Highway 301, Wildwood, Florida, loan number xxxxx1166-2 (Wachovia Bank's Number) or xxxx7390 (now with Wells Fargo Bank).

(b) *Treatment*: The holder of the allowed Class 1(b) Secured Claim shall be unimpaired and 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 its related loan terms. Such payments will be made by The Villages, LLC. In the event of a default post-confirmation, the secured creditor shall first comply with all default procedures set forth in the Plan, second the contract between the parties, and last, if necessary or applicable, state law.

(c) *Voting*: Class 1(b) is an unimpaired class, and the holder of Class 1(b) claim is not entitled to vote to accept or reject the Plan.

Class 1(c) – Secured Claim of Chase Home Finance, LLC

(a) *Classification*: Class 1(c) consists of the Secured Claim of Chase Home Finance against the Debtors' property located at 809 Lone Star Drive, Cedar Park, Texas 78613, which is secured by a lien against the Debtors' residential property, loan number xxxxxxx7905.

(b) *Treatment*: The holder of the allowed Class 1(c) Secured Claim shall be unimpaired and paid its indubitable equivalent in accordance with section 1129(b)(2)(A)(iii) by the Debtor's surrendering of the property to Chase Manhattan Home Loans. In the event of a default post-confirmation, the secured creditor shall first comply with all default procedures set forth in the Plan, second the contract between the parties, and last, if necessary or applicable, state law.

(c) *Voting*: Class 1(c) is an unimpaired class, and the holder of Class 1(c) claim is not entitled to vote to accept or reject the Plan.

Class 1(d) – Secured Claim of Zions Bank

(a) *Classification*: Class 1(d) consists of the Secured Claim of Zions Bank, which is secured by a lien against the Debtors' property located at 1370 Highway #20, Ashton, Idaho 83420, loan number xxxxx9001.

(b) *Treatment*: The holder of the allowed Class 1(d) Secured Claim shall be unimpaired and 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 its related loan terms. In the event of a default post-confirmation, the secured creditor shall first comply with all default procedures set forth in the Plan, second the contract between the parties, and last, if necessary or applicable, state law.

(c) *Voting*: Class 1(d) is an unimpaired class, and the holder of the Class 1(d) claim is conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the holder of the Class 1(d) claim is not entitled to vote to accept or reject the Plan

2. Class 2(a) – Secured Claim of Nevada State Bank

(a) *Classification*: Class 2(a) consists of the Secured Claim of Nevada State Bank against the Debtors' property located at 3060 E. Post Road, Suite 110, Las Vegas, Nevada 89120 which is secured by a lien against the Debtors' property, loan number xxxxxxxxxxxxxxxx5001.

(b) *Treatment*: The holder of the allowed Class 2(a) Secured Claim shall be impaired, and Nevada State Bank shall be paid the agreed upon principal amount of its claim, or $175,000.00, payable over 6 years from the Effective Date of the Plan, at an interest rate of 5.0% per annum and a monthly payment of $1,850.00. Any amounts due and owing after 6 years shall be payable to Nevada State Bank in one lump sum pursuant to the terms and conditions of an amended and restated note.

In the event of a default post-confirmation, the secured creditor shall first comply with all default procedures set forth in the Plan, second - the contract between the parties, and last, if necessary or applicable, state law.

(c) *Valuation*: The Class 2(a) Secured Claim shall be revalued on the effective date of this Plan, pursuant to sections 1123 and 506 of the Bankruptcy Code. The confirmation order approving the Plan shall set forth the values of each secured creditors' first lien claim as of the effective date of the Plan.

(d) *Unsecured Portion of the Claim*: If any amount of a Class 2(a) claim is deemed to be unsecured in accordance with Section (c), such amount above shall be afforded the treatment set forth in Class 5 below.

(e) *Voting*: Class 2(a) is an impaired class, and the holder of the Class 2(a) claim is entitled to vote to accept or reject the Plan,.

Class 2(b) – Secured Claim of BAC Home Loans Servicing, LP

(a) *Classification*: Class 2(b) consists of the Secured Claim of BAC Home Loans Servicing, LP against the Debtors' property located at 908 Harold Dr., Unit 22, Incline Village, Nevada 89451 which is secured by a lien against the Debtors' residential property, loan number xxxx3713.

(b) *Treatment*: The holder of the allowed Class 2(b) Secured Claim shall be impaired and 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, Docket No. 423.

In the event of a default post-confirmation, the secured creditor shall first comply with all default procedures set forth in the Plan, second - the contract between the parties, and last, if necessary or applicable, state law.

(c) *Valuation*: The Class 2(b) Secured Claim shall be revalued on the effective date of this Plan, pursuant to sections 1123 and 506 of the Bankruptcy Code, in accordance with the value of such property. The confirmation order approving the Plan shall set forth the values of each secured creditors first lien claim as of the effective date of the Plan.

(d) *Unsecured Portion of the Claim*: If any amount of a Class 2(b) claim is deemed to be unsecured in accordance with Section (c) above, such amount shall be afforded the treatment set forth in Class 5 below.

(e) *Voting*: Class 2(b) is an impaired class, and the holder of the Class 2(b) claim is entitled to vote to accept or reject the Plan.

Class 2(c) – Secured Claim of Wells Fargo Bank, N.A.

(a) *Classification*: Class 2(c) consists of the Secured Claim of Wells Fargo Bank, N.A. against the Debtors' property located at 711 Biltmore Way, Unit 302, Coral Gables,

Florida 33134, which is secured by a lien against the Debtors' property, loan number xxxxxx4767.

(b) *Treatment*: *Treatment*: The holder of the allowed Class 2(c) Secured Claim shall be impaired and paid the full amount of its claim, as agreed by the parties set for in that certain stipulation filed with the court, Docket No. 329, by the Debtor's surrendering of the property to Wells Fargo Bank. In the event of a default post-confirmation, the secured creditor shall first comply with all default procedures set forth in the Plan, second the contract between the parties, and last, if necessary or applicable, state law.

(c) *Valuation*: The Class 2(c) Secured Claim shall be revalued on the effective date of this Plan, pursuant to sections 1123 and 506 of the Bankruptcy Code, in accordance with the value of such property. The confirmation order approving the Plan shall set forth the values of each secured creditors first lien claim as of the effective date of the Plan.

(d) *Unsecured Portion of the Claim*: If any amount of a Class 2(c) claim is deemed to be unsecured in accordance with Section (c) above, such amount shall be afforded the treatment set forth in Class 5 below.

(e) *Voting*: Class 2(c) is an impaired class, and the holder of the Class 2(c) claim is entitled to vote to accept or reject the Plan.

Class 2(d) –Secured Claim of the Lionel Foundation

(a) *Classification*: Class 2(d) consists of the Secured Claim of The Lionel Foundation against the Debtors' property located at Cabin 11 at Mt. Charleston Cabins, APN 129-36-101-009, which is secured by a lien against the Debtors' property, loan number xxxxxx1127.

(b) *Treatment*: The holder of the allowed Class 2(d) Secured Claim shall be impaired and paid the allowed amount of its claim, or $137,194.97, amortized over 30 years with interest-only payments at 3.0% per annum until the earlier of: (i) 2 years from the effective date of the Plan; or (ii) resolution of the dispute with Paulson and the Paulson Entities regarding ownership of Cabin 11, after which the Debtors shall make principal and interest payments at 5.0% per annum, in accordance with that certain stipulation entered between the parties and in accordance with all other terms of its related note and mortgage. In the event of a default post-confirmation, the secured creditor shall first comply with all default procedures set forth in the Plan, second the contract between the parties, and last, if necessary or applicable, state law.

(c) *Valuation*: The Class 2(d) Secured Claim shall be revalued on the effective date of this Plan, pursuant to sections 1123 and 506 of the Bankruptcy Code, in accordance with the value of such property. The confirmation order approving the Plan shall set forth the values of each secured creditors' first lien claim as of the effective date of the Plan.

(d) *Unsecured Portion of the Claim*: If any amount of a Class 2(d) claim is deemed to be unsecured in accordance with Section (c) above, such amount shall be afforded the treatment set forth in Class 5 below.

(e) *Voting*: Class 2(d) is an impaired class, and the holder of the Class 2(d) claim is entitled to vote to accept or reject the Plan.

Class 2(e) – Secured Claim of Aurora Loan Servicing, LLC

(a) *Classification*: Class 2(e) consists of the Secured Claim of Aurora Loan Servicing, LLC against the Debtors' property located at 7229 Mira Vista Street, Las Vegas, Nevada

89120, which is secured by a lien against the Debtors' residential property, loan number xxxxxx6255.

(b) *Treatment*: The holder of the allowed Class 2(e) Secured Claim shall be impaired and paid the allowed amount of its claim, or $673,000.00, amortized at 5.0% over 30 years, as agreed to by the parties and as set forth in that certain stipulation filed with the Court, Docket No. 129 (Case No. 10-14456-BAM). In the event of a default post-confirmation, the secured creditor shall first comply with all default procedures set forth in the Plan, second the contract between the parties, and last, if necessary or applicable, state law.

(c) *Valuation*: The Class 2(e) Secured Claim shall be revalued on the effective date of this Plan, pursuant to sections 1123 and 506 of the Bankruptcy Code, in accordance with the value of such property. The confirmation order approving the Plan shall set forth the values of each secured creditors first lien claim as of the effective date of the Plan.

(d) *Unsecured Portion of the Claim*: If any amount of a Class 2(e) claim is deemed to be unsecured in accordance with Section (c) above, such amount shall be afforded the treatment set forth in Class 5 below.

(e) *Voting*: Class 2(e) is an impaired class, and the holder of the Class 2(e) claim is entitled to vote to accept or reject the Plan.

Class 2(f) – Secured Claim of Wells Fargo Bank

(a) *Classification*: Class 2(f) consists of the Secured Claim of Wells Fargo Bank against the Debtors' property located at 7229 Mira Vista Street, Las Vegas, Nevada 89120, which is secured by a lien against the Debtors' residential property, loan number xxxxxx1998.

(b) *Treatment*: The holder of the allowed Class 2(f) Secured Claim shall be impaired and paid the amount equal to $15,000, amortized over 20 years, with a 1-year Maturity (balloon payment at the 12th monthly payment), and in accordance with all other terms of its related note and mortgage, but at the following interest rates:

Year 1	3.00%

In the event of a default post-confirmation, the secured creditor shall first comply with all default procedures set forth in the Plan, second the contract between the parties, and last, if necessary or applicable, state law.

(c) *Valuation*: The Class 2(f) Secured Claim shall be revalued on the effective date of this Plan, pursuant to sections 1123 and 506 of the Bankruptcy Code, in accordance with the value of such property. The confirmation order approving the Plan shall set forth the values of each secured creditors first lien claim as of the effective date of the Plan.

(d) *Unsecured Portion of the Claim*: If any amount of a Class 2(f) claim is deemed to be unsecured in accordance with Section (c) above, such amount shall be afforded the treatment set forth in Class 5 below.

(e) *Voting*: Class 2(f) is an impaired class, and the holder of the Class 2(e) claim is entitled to vote to accept or reject the Plan.

Class 2(g) – Secured Claim of Hugo R. Paulson and the Paulson Entities

(a) *Classification*. Class 2(g) consists of the Secured Claim of Hugo R. Paulson and the Paulson Entities against the Debtors' 15.87% membership interest in the 38.465-acre

property located near Pflugerville, Texas, owned by Pecan Street Plaza, LLC ("**PSP**"), whose membership interests are jointly owned by the Debtors (15.87%) and Hugo R. Paulson and the Paulson Entities (84.13%).

(b) *Treatment*: The holder of the allowed Class 2(g) Secured Claim shall be impaired and paid the allowed amount of its claim from the proceeds from the sale of the PSP property.

(c) *Voting*. Class 2(g) is an impaired class, and the holder of the Class 2(g) claim is entitled to vote to accept or reject the Plan.

3. Class 3 – Priority Claims

(a) *Classification*: Class 3 consists of the Priority Claims against the Debtors.

(b) *Treatment*: The legal, equitable and contractual rights of the holders of allowed Class 3 Claims are unaltered. Except to the extent that a holder of an allowed Class 3 claim (i) has been paid by the Debtors prior to the effective date of this Plan, or (ii) otherwise agrees to different treatment, each holder of an allowed Class 3 Claim shall receive, in full and final satisfaction of such allowed Class 3 claim, payment in full in cash on or as soon as reasonably practicable after (i) the effective date of the Plan, (ii) the date such allowed Class 3 claim becomes allowed or (iii) such other date as may be ordered by the Bankruptcy Court.

(c) *Voting*: Class 3 is an unimpaired Class, and is deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the holders of Class 3 claims are not entitled to vote to accept or reject the Plan.

4. Class 4 – Allowed Unsecured Claims of Hugo R. Paulson and the Paulson Entities

(a) *Classification*. Class 4 consists of the Allowed Unsecured Claims of Hugo R. Paulson and the Paulson entities against the Debtors.

(b) *Treatment*: All Allowed Unsecured Claims of Hugo R. Paulson or the Paulson Entities 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) whereby Debtors were awarded in excess of $5.5 million, in which the Paulson Group, jointly and severally, is responsible to pay Debtor(s). As the Debtor's 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. The first proceeds which flow from the Decision and Judgment will be used to offset and satisfy the Paulson Group's allowed claims in Class 4.

(c) *Voting*: Class 4 is an impaired class, and the holder of the Class 4 claim is entitled to vote to accept or reject the Plan,.

5. Class 5 – General Allowed Unsecured Claims of Nevada State Bank

(a) *Classification*. Class 5 consists of the Allowed Unsecured Claims of Nevada State Bank against the Debtors.

(b) *Treatment*. All Allowed Unsecured Claims of Nevada State Bank in the approximate amount of $653,000.00 against the Debtors, and Nevada State Bank shall receive the full principal amount of its Allowed Unsecured Claim, and shall be paid from the recoveries obtained by the Debtors from the Judgment against the Paulson Group, payable over 60

months in equal quarterly installments. Until the Debtor recovers funds from the Paulson Group, the Debtors will pay NSB's allowed unsecured claim after the Effective Date of the Plan as follows:

Year 1:	$1,000.00 per month;
Year 2:	$1,500.00 per month;
Year 3:	$2,000.00 per month;
Year 4:	$2,500.00 per month;
Year 5:	$3,000.00 per month.

Any remaining balance at the end of year 5 shall be paid in one lump sum. Interest will accrue starting in year 3 (or month 25) at 4.0% per annum and will continue to accrue on the unpaid balance until NSB's unsecured claim is paid in full.

(c) *Voting*. Class 5 is an impaired class, and the holder of the Class 5 claim is entitled to vote to accept or reject the Plan.

6. Class 6 – General Allowed Unsecured Claims

(a) *Allowance of General Unsecured Claims:* All General Unsecured Claims shall be determined and Allowed in accordance with the procedures set forth in Articles VII and VIII below.

(b) *Treatment:* Except to the extent that a Holder of an Allowed Class 5 Claim has been paid by the Debtors prior to the Effective Date or agrees to alternate treatment, each Holder of an Allowed Class 6 Claim shall be paid 100 % of its of its Allowed principal Claims, which shall be paid out of the Debtors' recoveries from the Judgment against the Paulson Group, payable in 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 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' project their disposable income to be $1,100.00 per month. In the event of a default post-confirmation, the secured creditor shall first comply with all default procedures set forth in the Plan, second - the contract between the parties, and last, if necessary or applicable, state law.

(c) *Voting:* Class 6 is an Impaired Class, and Holders of Class 6 Claims are entitled to vote to accept or reject the Plan.

7. Class 7 – Equity Interests in the Debtors.

(a) *Classification*: Class 7 consists of all Equity Interests.

(b) *Treatment*: On the Effective Date, the Debtors Equity Interest Holders will retain their Equity Interests in the Debtors in exchange for making contributions to fund the Debtors' Plan,. Accordingly, on the Effective Date of the Plan, the Debtors' Equity Interest Holders shall receive their Pro Rata share of Equity Interests in the Reorganized Debtors.

(c) *Voting*: Class 7 is an Unimpaired Class, and is deemed to accept the Plan.

C. Discharge of Claims

Pursuant to section 1141(c) of the Bankruptcy Code, all Claims and Equity Interests that are not expressly provided for and preserved herein shall be extinguished upon Confirmation. Upon Confirmation, the Debtors and

all property dealt with herein shall be free and clear of all such claims and interests, including, without limitation, liens, security interests and any and all other encumbrances.

Confirmation of this Plan does not discharge any of the personal debt of Carlos and Christine Huerta until the court grants a discharge on completion of all payments to unsecured creditors under this Plan as set forth herein and in accordance with Section 1129(a)(15), and as provided in Section 1141(d)(5) of the Code. The Debtors will not be discharged from any debt upon confirmation excepted from discharge under Section 523 of the Code, except as provided in Rule 4007(c) of the Federal Rules of Bankruptcy Procedure.

ARTICLE IV.

ACCEPTANCE OR REJECTION OF THE PLAN

A. Presumed Acceptance of Plan

Classes 1 and 3 are Unimpaired under the Plan, and is, therefore, presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code.

B. Voting Classes

Each Holder of an Allowed Claim as of the Record Date in each of the Voting Classes (Classes 2, 4, 5 and 6) shall be entitled to vote to accept or reject the Plan.

C. Acceptance by Impaired Classes of Claims

Pursuant to section 1126(c) of the Bankruptcy Code and except as otherwise provided in section 1126(e) of the Bankruptcy Code, an Impaired Class of Claims has accepted the Plan if the Holders of at least two-thirds in dollar amount and more than one-half in number of the Allowed Claims in such Class actually voting have voted to accept the Plan.

D. Cramdown

The Debtors request Confirmation of the Plan under section 1129(b) of the Bankruptcy Code with respect to any Impaired Class that does not accept the Plan pursuant to section 1126 of the Bankruptcy Code. The Debtors reserves the right to modify the Plan in accordance with Article XIII.B hereof to the extent, if any, that Confirmation pursuant to section 1129(b) of the Bankruptcy Code requires modification.

E. Elimination of Vacant Classes

Any Class of Claims that is not occupied as of the date of commencement of the Confirmation Hearing by the Holder of an Allowed Claim or a Claim temporarily Allowed under Bankruptcy Rule 3018 (*i.e.*, no Ballots are cast in a Class entitled to vote on the Plan) shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptances or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

ARTICLE V.

MEANS FOR IMPLEMENTATION OF THE PLAN

A. Prosecution of the Paulson Bankruptcy Cases

As set forth in the Disclosure Statement, on November 16, 2012, in order to seek protection from the Decision and Judgment, the Paulson Group each filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Arizona. The Debtors will prosecute and

resolve the Decision and Judgment in the Paulson Bankruptcy Cases in order to obtain recoveries from the Paulson Group to help fund their Plan.

B. Defense of the Paulson Appeal

As set forth in the Disclosure Statement , on November 15, 2012, the Paulson Group appealed the Decision and Judgment to the Bankruptcy Appellate Panel for the Ninth Circuit Court of Appeals. The Debtors will defend the Paulson Appeal in order to uphold the Decision and Judgment and obtain recoveries from the Paulson Group to assist with funding their Plan.

C. General Settlement of Claims

As discussed in detail in Section III.AI of the Disclosure Statement and as otherwise provided herein, pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, Distributions, and other benefits provided under the Plan, and as a result of arms'-length negotiations among the Debtors, and their creditors, upon the Effective Date, the provisions of the Plan shall constitute a good faith compromise and settlement of all Claims and Equity Interests and controversies resolved pursuant to the Plan.

D. New Corporate Existence

As applicable, the Debtors shall continue to exist after the Effective Date as a separate corporate entity or limited liability company, with all the powers of a corporation or limited liability company pursuant to laws of the State of Nevada and pursuant to the certificate of incorporation and bylaws (or other formation documents) in effect prior to the Effective Date, except to the extent such certificate of incorporation or bylaws (or other formation documents) are amended by or in connection with the Plan or otherwise and, to the extent such documents are amended, such documents are deemed to be authorized pursuant hereto and without the need for any other approvals, authorizations, actions or consents.

E. Vesting of Assets in the Reorganized Debtors

Except as otherwise provided herein or in any agreement, instrument or other document relating thereto, on or after the Effective Date, 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, free and clear of all liens, Claims, charges or other encumbrances. Except as may be provided herein, on and after the Effective Date, the Reorganized Debtors may operate its business and may use, acquire or dispose of property and compromise or settle any Claims without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, other than those restrictions expressly imposed by the Plan and the Confirmation Order. Without limiting the foregoing, the Reorganized Debtors shall pay the charges that it incurs after the Effective Date for Retained Professionals' fees, disbursements, expenses or related support services (including reasonable fees relating to the preparation of Retained Professional fee applications) without application to the Bankruptcy Court.

F. Securities Registration Exemption and Registration Rights Agreement

The New Equity Interests to be issued to the Debtors' members will be issued without registration under the Securities Act or any similar federal, state or local law in reliance upon the exemptions set forth in section 1145 of the Bankruptcy Code.

G. Issuance and Distribution of the New Membership Interests

On or immediately after the Effective Date, the Reorganized Debtors, as applicable, shall issue or reserve for issuance all securities required to be issued pursuant hereto. The New Equity Interests issued under the Plan are issued under Section 1145 of the Bankruptcy Code and will be freely tradable, subject to any applicable restrictions of the federal and state securities laws. All of the New Equity Interests issued pursuant to the Plan shall be duly authorized, validly issued and, if applicable, fully paid and non-assessable. Each distribution and issuance referred

to in Article VII hereof shall be governed by the terms and conditions set forth herein applicable to such distribution or issuance and by the terms and conditions of the instruments evidencing or relating to such distribution or issuance, which terms and conditions shall bind each Entity receiving such distribution or issuance.

H. Release of Liens, Claims and Equity Interests

Except as otherwise provided herein or in any contract, instrument, release or other agreement or document entered into or delivered in connection with the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to Article VII hereof, all liens, Claims, Equity Interests, mortgages, deeds of trust, or other security interests against the property of the Estate shall be fully released and discharged.

I. Certificate of Incorporation and Bylaws

The certificates of incorporation and bylaws (or other formation documents relating to limited liability companies) as applicable to any of the Debtors shall be amended as may be required to be consistent with the provisions of the Plan and the Bankruptcy Code or as otherwise required by, and in a form reasonably acceptable to the Reorganized Debtors. On or as soon as reasonably practicable after the Effective Date, as it may apply, the Reorganized Debtors shall file a new certificate of incorporation or organization with the secretary of state (or equivalent state officer or entity), which, as required by section 1123(a)(6) of the Bankruptcy Code, shall prohibit the issuance of non-voting securities. After the Effective Date, the Reorganized Debtors may file a new, or amend and restate its existing, certificate of incorporation, charter and other constituent documents as permitted by the relevant state corporate law.

J. Abandonment of Assets

Pursuant to section 554 of the Bankruptcy Code, the Debtors may abandon certain assets (the "**Abandoned Assets**"), subject to the approval of the Bankruptcy Court in accordance with the confirmation hearing. Should the Debtors decide that it is in the best interests of their estates to abandon certain assets, the Debtors will file a plan supplement to their Plan. Therefore, the order confirming the Plan will constitute the Bankruptcy Court's finding and determination that the abandonment of the Abandoned Assets is: (i) in the best interests of the Debtors, their estates and parties in interest; (ii) fair, equitable and reasonable; (iii) made in good faith; and (iv) approved pursuant to section 554 of the Bankruptcy Code and Bankruptcy Rule 9019.

K. Effectuating Documents; Further Transactions; Exemption from Certain Transfer Taxes

The Debtors or the Reorganized Debtors, as applicable, may take all actions to execute, deliver, file or record such contracts, instruments, releases and other agreements or documents and take such actions as may be necessary or appropriate to effectuate and implement the provisions of the Plan, including, without limitation, the distribution of the securities to be issued pursuant hereto in the name of and on behalf of the Reorganized Debtors, without the need for any approvals, authorizations, actions or consents except for those expressly required pursuant hereto. The secretary and any assistant secretary of the Debtors shall be authorized to certify or attest to any of the foregoing actions.

Prior to, on or after the Effective Date (as appropriate), all matters provided for pursuant to the Plan that would otherwise require approval of the shareholders, directors or members of the Debtors shall be deemed to have been so approved and shall be in effect prior to, on or after the Effective Date (as appropriate) pursuant to applicable law and without any requirement of further action by the shareholders, directors, managers or partners of the Debtors, or the need for any approvals, authorizations, actions or consents.

Pursuant to section 1146(a) of the Bankruptcy Code, any transfers of property pursuant hereto shall not be subject to any stamp tax or other similar tax or governmental assessment in the United States, and the Confirmation Order shall direct the appropriate state or local governmental officials or agents to forgo the collection of any such tax or governmental assessment and to accept for filing and recordation instruments or other documents pursuant to such transfers of property without the payment of any such tax or governmental assessment. Such exemption

specifically applies, without limitation, to all documents necessary to evidence and implement the provisions of and the distributions to be made under the Plan, including the issuance of New Membership Interests.

ARTICLE VI.

TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. Assumption and Rejection of Executory Contracts and Unexpired Leases

1. Assumption of Executory Contracts and Unexpired Leases

Except as otherwise set forth herein, each Executory Contract or Unexpired Lease shall be deemed automatically assumed in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code as of the Effective Date, unless any such Executory Contract or Unexpired Lease:

(a) has been previously rejected by the Debtors by Final Order of the Bankruptcy Court;

(b) has been rejected by the Debtors by order of the Bankruptcy Court as of the Effective Date, which order becomes a Final Order after the Effective Date;

(c) is the subject of a motion to reject pending as of the Effective Date;

(d) is listed on the schedule of "Rejected Executory Contracts and Unexpired Leases" in the Plan Supplement; or

(e) is otherwise rejected pursuant to the terms herein.

The Confirmation Order shall constitute an order of the Bankruptcy Court approving such assumptions pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date. The Debtors reserve the right to amend the schedule of Rejected Executory Contracts and Unexpired Leases at any time before the Effective Date. The Debtor(s)reject any and all rights to and will no longer continue with the contract(s) with Cancun/Monarch Grand Vacations Timeshare, 8335 South Las Vegas Blvd, Las Vegas, NV 89123, Owner #15083349(Pacific Monarch Resorts #15083349) as this property is hereby deemed unsuitable and detrimental to the responsible administration of the estate and the same will apply to the agreement(s) with the Landing at Seven Coves Timeshare#G23422, c/o VRI P.O. Box 3620, Laguna Hills, CA 92654 and the Park City HOA and Sweetwater Lodge, 23807 Alison Creek Road, Laguna Niguel, CA 92677.

2. Approval of Assumptions

The Confirmation Order shall constitute an order of the Bankruptcy Court approving the assumptions described in this Article VI pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date. Any counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption of such Executory Contract or Unexpired Lease will be deemed to have consented to such assumption. Each Executory Contract and Unexpired Lease assumed pursuant to this section or by any order of the Bankruptcy Court, which has not been assigned to a third party prior to the Effective Date, shall revest in and be fully enforceable by the Reorganized Debtors in accordance with its terms, except as such terms are modified by the provisions of the Plan or any order of the Bankruptcy Court authorizing and providing for its assumption under applicable federal law.

3. Assignment of Executory Contracts or Unexpired Leases

In the event of an assignment of an Executory Contract or Unexpired Lease, at least ten (10) days prior to the Confirmation Hearing, the Debtors shall serve upon counterparties to such Executory Contracts and Unexpired Leases, a notice of the proposed assumption and assignment, which will: (a) list the applicable cure amount, if any; (b) identify the party to which the Executory Contract or Unexpired Lease will be assigned; (c) describe the

procedures for filing objections thereto; and (d) explain the process by which related disputes will be resolved by the Bankruptcy Court, Additionally, the Debtors shall file with the Bankruptcy Court a list of such Executory Contracts and Unexpired Leases to be assigned and the proposed cure amounts. Any applicable cure amounts shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the cure amount in Cash on the Effective Date or on such other terms as the parties to such Executory Contracts or Unexpired Leases may otherwise agree.

Any objection by a counterparty to an Executory Contract or Unexpired Lease to a proposed assignment or any related cure amount must be filed, served and actually received by the Debtors, and their counsel, SLF, at least five (5) days prior to the Confirmation Hearing. Any counterparty to an Executory Contract and Unexpired Lease that fails to object timely to the proposed assignment or cure amount will be deemed to have consented to such assignment of its Executory Contract or Unexpired Lease. The Confirmation Order shall constitute an order of the Bankruptcy Court approving any proposed assignments of Executory Contracts or Unexpired Leases pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date.

In the event of a dispute regarding (a) the amount of any cure payment, (b) the ability of any assignee to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assigned or (c) any other matter pertaining to assignment, the applicable cure payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order or orders resolving the dispute and approving the assignment. If an objection to assignment or cure amount is sustained by the Bankruptcy Court, the Reorganized Debtors in their sole option, may elect to reject such Executory Contract or Unexpired Lease in lieu of assuming and assigning it.

4. Rejection of Executory Contracts or Unexpired Leases

All Executory Contracts and Unexpired Leases listed on the schedule of "Rejected Executory Contracts and Unexpired Leases" in the Plan Supplement shall be deemed rejected as of the Effective Date. The Confirmation Order shall constitute an order of the Bankruptcy Court approving the rejections described in this Article VI pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date.

B. Claims on Account of the Rejection of Executory Contracts or Unexpired Leases

All proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, pursuant to the Plan or the Confirmation Order, if any, must be filed with the Bankruptcy Court within thirty (30) days after the date of entry of an order of the Bankruptcy Court (including the Confirmation Order) approving such rejection.

Any Entity that is required to file a Proof of Claim arising from the rejection of an Executory Contract or an Unexpired Lease that fails to timely do so shall be forever barred, estopped and enjoined from asserting such Claim, and such Claim shall not be enforceable, against any Debtors or any Reorganized Debtors or their Estates and property, and the Debtors or the Reorganized Debtors and their Estates and property shall be forever discharged from any and all indebtedness and liability with respect to such Claim unless otherwise ordered by the Bankruptcy Court or as otherwise provided herein.

C. Cure of Defaults for Assumed Executory Contracts and Unexpired Leases

Any monetary defaults under each Executory Contract and Unexpired Lease to be assumed pursuant to the Plan shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the default amount in Cash on the Effective Date or on such other terms as the parties to such Executory Contracts or Unexpired Leases may otherwise agree. At least ten (10) days prior to the Confirmation Hearing, the Debtors shall serve upon counterparties to such Executory Contracts and Unexpired Leases, a notice of the proposed assumption, which will: (1) list the applicable cure amount, if any; (2) describe the procedures for filing objections thereto; and (3) explain the process by which related disputes will be resolved by the Bankruptcy Court; additionally, the Debtors shall file with the Bankruptcy Court a list of such Executory Contracts and Unexpired Leases to be assumed and the proposed cure amounts.

Any objection by a counterparty to an Executory Contract or Unexpired Lease to a proposed assumption or related cure amount must be filed, served and actually received by the Debtors, and their counsel, SLF, at least five (5) days prior to the Confirmation Hearing. Any counterparty to an Executory Contract and Unexpired Lease that fails to object timely to the proposed assumption or cure amount will be deemed to have assented to such matters. In the event of a dispute regarding (1) the amount of any payments to cure such a default, (2) the ability of the Reorganized Debtors or any assignee to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the contract or lease to be assumed or (3) any other matter pertaining to assumption, the cure payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order or orders resolving the dispute and approving the assumption. If an objection to Cure is sustained by the Bankruptcy Court, the Reorganized Debtors in their sole option, may elect to reject such executory contract or unexpired lease in lieu of assuming it.

D. Contracts and Leases Entered Into After the Commencement Date

Contracts and leases entered into after the Commencement Date by any Debtors, including any Executory Contracts and Unexpired Leases assumed by such Debtors, will be performed by the Debtors or Reorganized Debtors liable thereunder in the ordinary course of its business. Accordingly, such contracts and leases (including any assumed Executory Contracts and Unexpired Leases) will survive and remain unaffected by entry of the Confirmation Order.

ARTICLE VII.

PROVISIONS GOVERNING DISTRIBUTIONS

A. Distributions for Claims Allowed as of the Effective Date

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.

If no objections are filed to the Plan, the Debtors may elect to make no distributions to general unsecured creditors as set forth in Section 1129(a)(15) of the Bankruptcy Code.

Except as otherwise provided in the Plan, a Final Order or as agreed to by the relevant parties, the Reorganized Debtors shall make initial distributions under the Plan on account of Claims Allowed before the Effective Date on or as soon as practicable after the Initial Distribution Date; *provided*, *however*, that payments on account of General Unsecured Claims that become Allowed Claims on or before the Effective Date may commence on the Effective Date.

B. Distributions on Account of Claims Allowed After the Effective Date

1. Payments and Distributions on Disputed Claims

Except as otherwise provided in the Plan, a Final Order or as agreed to by the relevant parties, distributions under the Plan on account of a Disputed Claim that becomes an Allowed Claim after the Effective Date shall be made on the first Periodic Distribution Date after the Disputed Claim becomes an Allowed Claim, and the Debtors or the Reorganized Debtors, as applicable, recover at least 40% of the Judgment against the Paulson Group.

2. Special Rules for Distributions to Holders of Disputed Claims

Notwithstanding any provision otherwise in the Plan and except as otherwise agreed to by the relevant parties no partial payments and no partial distributions shall be made with respect to a Disputed Claim until all such disputes in connection with such Disputed Claim have been resolved by settlement or Final Order. In the event that

there are Disputed Claims requiring adjudication and resolution, the Reorganized Debtors shall establish appropriate reserves for potential payment of such Claims.

C. Delivery and Distributions and Undeliverable or Unclaimed Distributions

1. Record Date for Distributions

On the Distribution Record Date, the Claims Register shall be closed and any party responsible for making distributions shall instead be authorized and entitled to recognize only those Holders of Claims listed on the Claims Register as of the close of business on the Distribution Record Date. If a Claim is transferred twenty (20) or fewer days before the Distribution Record Date, the Distribution Agent shall make distributions to the transferee only to the extent practical and, in any event, only if the relevant transfer form contains an unconditional and explicit certification and waiver of any objection to the transfer by the transferor.

2. Delivery of Distributions in General

Except as otherwise provided herein, the Debtors or the Reorganized Debtors, as applicable, shall make distributions to Holders of Allowed Claims at the address for each such Holder as indicated on the Debtor' records as of the date of any such distribution; *provided*, *however*, that the manner of such distributions shall be determined at the discretion of the Debtors or the Reorganized Debtors, as applicable; and *provided further*, that the address for each Holder of an Allowed Claim shall be deemed to be the address set forth in any Proof of Claim Filed by that Holder.

3. Distributions by Distribution Agents

The Debtors and the Reorganized Debtors, as applicable, shall have the authority, in their sole discretion, to enter into agreements with one or more Distribution Agents to facilitate the distributions required hereunder. As a condition to serving as a Distribution Agent, a Distribution Agent must (a) affirm its obligation to facilitate the prompt distribution of any documents, (b) affirm its obligation to facilitate the prompt distribution of any recoveries or distributions required hereunder and (c) waive any right or ability to setoff, deduct from or assert any lien or encumbrance against the distributions required hereunder that are to be distributed by such Distribution Agent.

The Distribution Agents, and their respective agents, employees, officers, directors, professionals, attorneys, accountants, advisors, representatives and principals (collectively, the "**Indemnified Parties**") shall be indemnified and held harmless by the Debtors and the Reorganized Debtors, to the fullest extent permitted by law for any losses, claims, damages, liabilities and expenses, including, without limitation, reasonable attorneys' fees, disbursements and related expenses which the Indemnified Parties may incur or to which the Indemnified Parties may become subject in connection with any action, suit, proceeding or investigation brought or threatened against one or more of the Indemnified Parties on account of the acts or omissions of the Distribution Agents solely in their capacity as such; provided, however, that the Debtors and the Reorganized Debtors shall not be liable to indemnify any Indemnified Party for any act or omission constituting gross negligence, fraud or reckless, intentional or willful misconduct. The foregoing indemnity in respect of any Indemnified Party shall survive the termination of such Indemnified Party from the capacity for which they are indemnified.

4. Minimum Distributions

Notwithstanding anything herein to the contrary, the Reorganized Debtors shall not be required to make distributions or payments of less than $10 (whether Cash or otherwise) and shall not be required to make partial distributions or payments of fractions of dollars. Whenever any payment or distribution of a fraction of a dollar or share of New Equity Interests under the Plan would otherwise be called for, the actual payment or distribution will reflect a rounding of such fraction to the nearest whole dollar or share of New Membership Interests (up or down), with half dollars and half shares of New Equity Interests or less being rounded down.

No Distribution Agent shall have any obligation to make a distribution on account of an Allowed Claim if: (a) the aggregate amount of all distributions authorized to be made on the Periodic Distribution Date in question is

or has an economic value less than $5,000, unless such distribution is a final distribution; or (b) the amount to be distributed to the specific Holder of an Allowed Claim on such Periodic Distribution Date does not constitute a final distribution to such Holder and is or has an economic value less than $10, which shall be treated as an undeliverable distribution under Article VII.C.5 below.

5. Undeliverable Distributions

(a) Holding of Certain Undeliverable Distributions

If any distribution to a Holder of an Allowed Claim made in accordance herewith is returned to the Reorganized Debtors (or their Distribution Agent) as undeliverable, no further distributions shall be made to such Holder unless and until the Reorganized Debtors (or their Distribution Agent) are notified in writing of such Holder's then current address, at which time all currently and due missed distributions shall be made to such Holder on the next Periodic Distribution Date. Undeliverable distributions shall remain in the possession of the Reorganized Debtors, subject to Article VII.C.5(b) hereof, until such time as any such distributions become deliverable. Undeliverable distributions shall not be entitled to any additional interest, dividends or other accruals of any kind on account of their distribution being undeliverable.

(b) Failure to Claim Undeliverable Distributions

No later than 210 days after the Effective Date, the Reorganized Debtors shall file with the Bankruptcy Court a list of the Holders of undeliverable distributions. This list shall be maintained and updated periodically in the sole discretion of the Reorganized Debtors for as long as the Chapter 11 Cases stays open. Any Holder of an Allowed Claim, irrespective of when a Claim becomes an Allowed Claim, that does not notify the Reorganized Debtors of such Holder's then current address in accordance herewith within the latest of (i) one year after the Effective Date, (ii) 60 days after the attempted delivery of the undeliverable distribution and (iii) 180 days after the date such Claim becomes an Allowed Claim shall have its Claim for such undeliverable distribution discharged and shall be forever barred, estopped and enjoined from asserting any such Claim against the Reorganized Debtors or their property. In such cases, (i) any Cash held for distribution on account of Allowed Claims shall be redistributed to Holders of Allowed Claims in the applicable Class on the next Periodic Distribution Date and (ii) any Cash held for distribution to other creditors shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code and become property of the Reorganized Debtors, free of any Claims of such Holder with respect thereto. Nothing contained herein shall require the Reorganized Debtors to attempt to locate any Holder of an Allowed Claim.

(c) Failure to Present Checks

Checks issued by the Distribution Agent on account of Allowed Claims shall be null and void if not negotiated within 180 days after the issuance of such check. In an effort to ensure that all Holders of Allowed Claims receive their allocated distributions, no later than 180 days after the issuance of such checks, the Reorganized Debtors shall File with the Bankruptcy Court a list of the Holders of any un-negotiated checks. This list shall be maintained and updated periodically in the sole discretion of the Reorganized Debtors for as long as the Chapter 11 Cases stay open. Requests for reissuance of any check shall be made directly to the Distribution Agent by the Holder of the relevant Allowed Claim with respect to which such check originally was issued. Any Holder of an Allowed Claim holding an un-negotiated check that does not request reissuance of such un-negotiated check within 240 days after the date of mailing or other delivery of such check shall have its Claim for such un-negotiated check discharged and be discharged and forever barred, estopped and enjoined from asserting any such Claim against the Reorganized Debtors or their property. In such cases, any Cash held for payment on account of such Claims shall be property of the Reorganized Debtors, free of any Claims of such Holder with respect thereto. Nothing contained herein shall require the Reorganized Debtors to attempt to locate any Holder of an Allowed Claim.

D. Compliance with Tax Requirements/Allocations

In connection with the Plan, to the extent applicable, the Reorganized Debtors shall comply with all tax withholding and reporting requirements imposed on them by any governmental unit, and all distributions pursuant hereto shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, the Reorganized Debtors and the Distribution Agent shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including liquidating a portion of the distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information necessary to facilitate such distributions or establishing any other mechanisms they believe are reasonable and appropriate. The Reorganized Debtors reserve the right to allocate all distributions made under the Plan in compliance with all applicable liens and encumbrances.

For tax purposes, distributions in full or partial satisfaction of Allowed Claims shall be allocated first to the principal amount of Allowed Claims, with any excess allocated to unpaid interest that accrued on such Claims.

E. Timing and Calculation of Amounts to Be Distributed

On the Initial Distribution Date (or if a Claim is not an Allowed Claim on the Effective Date, on the date that such a Claim becomes an Allowed Claim, or as soon as reasonably practicable thereafter), each Holder of an Allowed Claim against the Debtors shall receive the full amount of the distributions that the Plan provides for Allowed Claims in the applicable Class. Except as otherwise provided herein, Holders of Claims shall not be entitled to interest, dividends or accruals on the distributions provided for herein, regardless of whether such distributions are delivered on or at any time after the Effective Date.

F. Setoffs

The Debtors and the Reorganized Debtors may withhold (but not setoff except as set forth below) from the distributions called for hereunder on account of any Allowed Claim an amount equal to any claims, equity interests, rights and Causes of Action of any nature that the Debtors or the Reorganized Debtors may hold against the Holder of any such Allowed Claim. In the event that any such claims, equity interests, rights and Causes of Action of any nature that the Debtors or the Reorganized Debtors may hold against the Holder of any such Allowed Claim are adjudicated by Final Order or otherwise resolved, the Debtors may, pursuant to section 553 of the Bankruptcy Code or applicable non-bankruptcy law, set off against any Allowed Claim and the distributions to be made pursuant hereto on account of such Allowed Claim (before any distribution is made on account of such Allowed Claim), the amount of any adjudicated or resolved claims, equity interests, rights and Causes of Action of any nature that the Debtors or the Reorganized Debtors may hold against the Holder of any such Allowed Claim, but only to the extent of such adjudicated or resolved amount. Neither the failure to effect such a setoff nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtors or the Reorganized Debtors of any such claims, equity interests, rights and Causes of Action that the Debtors or the Reorganized Debtors may possess against any such Holder, except as specifically provided herein.

ARTICLE VIII.

PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED AND DISPUTED CLAIMS

A. Resolution of Disputed Claims

1. Allowance of Claims

After the Effective Date, the Reorganized Debtors shall have and shall retain any and all rights and defenses that the Debtors had with respect to any Claim, except with respect to any Claim deemed Allowed under the Plan. Except as expressly provided in the Plan or in any order entered in the Chapter 11 Cases prior to the Effective Date (including, without limitation, the Confirmation Order), no Claim shall become an Allowed Claim unless and until such Claim is deemed Allowed under the Plan or the Bankruptcy Code or the Bankruptcy Court has entered a Final Order, including, without limitation, the Confirmation Order, in the Chapter 11 Cases allowing such

Claim. All settled claims approved prior to the Effective Date pursuant to a Final Order of the Bankruptcy Court pursuant to Bankruptcy Rule 9019 or otherwise shall be binding on all parties.

2. Prosecution of Objections to Claims

After the Confirmation Date the Debtors or the Reorganized Debtors, as applicable, shall have the exclusive authority to File objections to Claims, settle, compromise, withdraw or litigate to judgment objections to any and all Claims, regardless of whether such Claims are in a Class or otherwise; provided, however, this provision shall not apply to Fee Claims. From and after the Effective Date, the Reorganized Debtors may settle or compromise any Disputed Claim without any further notice to or action, order or approval of the Bankruptcy Court. The Reorganized Debtors shall have the sole authority to administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order or approval of the Bankruptcy Court.

3. Claims Estimation

After the Confirmation Date the Debtors or the Reorganized Debtors, as applicable, may, at any time, request that the Bankruptcy Court estimate (a) any Disputed Claim pursuant to applicable law and (b) any contingent or unliquidated Claim pursuant to applicable law, including, without limitation, section 502(c) of the Bankruptcy Code, regardless of whether the Debtors or the Reorganized Debtors has previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction under 28 U.S.C. §§ 157 and 1334 to estimate any Disputed Claim, contingent Claim or unliquidated Claim, including during the litigation concerning any objection to any Claim or during the pendency of any appeal relating to any such objection. Notwithstanding any provision otherwise in the Plan, a Claim that has been expunged from the Claims Register but that is subject to appeal or has not been the subject of a Final Order, shall be deemed to be estimated at zero dollars, unless otherwise ordered by the Bankruptcy Court. All of the aforementioned Claims and objection, estimation and resolution procedures are cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn or resolved by any mechanism approved by the Bankruptcy Court.

4. Expungement or Adjustment to Claims Without Objection

Any Claim that has been paid, satisfied or superseded may be expunged on the Claims Register by the Reorganized Debtors, and any Claim that has been amended may be adjusted thereon by the Reorganized Debtors, in both cases without a claims objection having to be Filed and without any further notice to or action, order or approval of the Bankruptcy Court.

5. Deadline to File Objections to Claims

Any objections to Claims shall be Filed no later than the Claims Objection Bar Date.

B. Disallowance of Claims

All Claims of any Entity from which property is sought by the Debtors or the Reorganized Debtors under section 542, 543, 550 or 553 of the Bankruptcy Code or that the Debtors or the Reorganized Debtors allege is a transferee of a transfer that is avoidable under section 522(f), 522(h), 544, 545, 547, 548, 549 or 724(a) of the Bankruptcy Code shall be disallowed if (i) the Entity, on the one hand, and the Debtors or the Reorganized Debtors, on the other hand, agree or the Bankruptcy Court has determined by Final Order that such Entity or transferee is liable to turnover any property or monies under any of the aforementioned sections of the Bankruptcy Code and (ii) such Entity or transferee has failed to turnover such property by the date set forth in such agreement or Final Order.

EXCEPT AS OTHERWISE AGREED, ANY AND ALL PROOFS OF CLAIM AND PROOFS OF INTEREST FILED AFTER THE APPLICABLE CLAIMS BAR DATE SHALL BE DEEMED DISALLOWED AND EXPUNGED AS OF THE EFFECTIVE DATE WITHOUT ANY FURTHER NOTICE TO OR ACTION, ORDER OR APPROVAL OF THE BANKRUPTCY COURT, AND HOLDERS OF SUCH

CLAIMS AND EQUITY INTERESTS MAY NOT RECEIVE ANY DISTRIBUTIONS ON ACCOUNT OF SUCH CLAIMS AND EQUITY INTERESTS, UNLESS SUCH LATE PROOF OF CLAIM OR EQUITY INTEREST IS DEEMED TIMELY FILED BY A BANKRUPTCY COURT ORDER ON OR BEFORE THE LATER OF (1) THE CONFIRMATION HEARING AND (2) 45 DAYS AFTER THE APPLICABLE CLAIMS BAR DATE.

C. Amendments to Claims

On or after the Effective Date, except as otherwise provided herein, a Claim may not be filed or amended without the prior authorization of the Bankruptcy Court or the Reorganized Debtors, and, to the extent such prior authorization is not received, any such new or amended Claim Filed shall be deemed disallowed and expunged without any further notice to or action, order or approval of the Bankruptcy Court.

ARTICLE IX.

CONDITIONS PRECEDENT TO CONFIRMATION AND CONSUMMATION OF THE PLAN

A. Conditions Precedent to Confirmation

It shall be a condition to Confirmation hereof that all provisions, terms and conditions hereof are approved in the Confirmation Order.

B. Conditions Precedent to Consummation

It shall be a condition to Consummation of the Plan that the following conditions shall have been satisfied or waived pursuant to the provisions of Article IX.C hereof.

1. The Plan and all Plan Supplement documents, including any amendments, modifications or supplements thereto, shall be reasonably acceptable to the Debtors.

2. The Confirmation Order shall have been entered and become a Final Order in a form and in substance reasonably satisfactory to the Debtors. The Confirmation Order shall provide that, among other things, the Debtors or the Reorganized Debtors, as appropriate, is authorized and directed to take all actions necessary or appropriate to consummate the Plan, including, without limitation, entering into, implementing and consummating the contracts, instruments, releases, leases, indentures and other agreements or documents created in connection with or described in the Plan.

3. All actions, documents, certificates and agreements necessary to implement this Plan shall have been effected or executed and delivered to the required parties and, to the extent required, Filed with the applicable governmental units in accordance with applicable laws.

C. Waiver of Conditions

The conditions to Confirmation of the Plan and to Consummation of the Plan set forth in this Article IX may be waived by the Debtors without notice, leave or order of the Bankruptcy Court or any formal action other than proceeding to confirm or consummate the Plan.

D. Effect of Non Occurrence of Conditions to Consummation

If the Consummation of the Plan does not occur, the Plan shall be null and void in all respects and nothing contained in the Plan or the Disclosure Statement shall: (1) constitute a waiver or release of any claims by or Claims against or Equity Interests in the Debtors; (2) prejudice in any manner the rights of the Debtors, any Holders or any other Entity; or (3) constitute an admission, acknowledgment, offer or undertaking by the Debtors, any Holders or any other Entity in any respect.

ARTICLE X.

SETTLEMENT, RELEASE AND RELATED PROVISIONS

A. Compromise and Settlement

Notwithstanding anything contained herein to the contrary, the allowance, classification and treatment of all Allowed Claims and their respective distributions and treatments hereunder, takes into account the relative priority and rights of the Claims and the Equity Interests in each Class in connection with any contractual, legal and equitable subordination rights relating thereto whether arising under general principles of equitable subordination, section 510(b) and (c) of the Bankruptcy Code or otherwise. As of the Effective Date, any and all contractual, legal and equitable subordination rights, whether arising under general principles of equitable subordination, section 510(b) and (c) of the Bankruptcy Code or otherwise, relating to the allowance, classification and treatment of all Allowed Claims and their respective distributions and treatments hereunder are settled, compromised, terminated and released pursuant hereto.

The Confirmation Order will constitute the Bankruptcy Court's finding and determination that the settlements reflected in the Plan are (1) in the best interests of the Debtors, their estate and all Holders of Claims and Equity Interests, (2) fair, equitable and reasonable, (3) made in good faith and (4) approved by the Bankruptcy Court pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019. The Confirmation Order shall approve the releases by all Entities of all such contractual, legal and equitable subordination rights or Causes of Action that are satisfied, compromised and settled pursuant hereto.

In accordance with the provisions of this Plan, including Article VIII hereof, and pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019, without any further notice to or action, order or approval of the Bankruptcy Court, after the Effective Date (1) the Reorganized Debtors may, in its sole and absolute discretion, compromise and settle Claims against them and (2) the Reorganized Debtors may, in its sole and absolute discretion, compromise and settle Causes of Action against other Entities.

B. Preservation of Rights of Action

1. Maintenance of Causes of Action

Except as otherwise provided in the Plan or Confirmation Order, after the Effective Date, the Reorganized Debtors shall retain all rights to commence, pursue, litigate or settle, as appropriate, any and all Causes of Action, 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.

2. Preservation of All Causes of Action Not Expressly Settled or Released

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, including any litigation relating to the Paulson Group or the related State Court litigation involving Serl Keefer and/or the arbitration with Nevada State Bank, etc.) 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, or any other Final Order (including, without limitation, the Confirmation Order). In addition, the Debtors and the Reorganized Debtors expressly reserve the right to pursue or

adopt any claims alleged in any lawsuit in which the Debtors is a plaintiff, defendant or an interested party, against any Entity, including, without limitation, any parties in such lawsuits.

ARTICLE XI.

BINDING NATURE OF PLAN

THIS PLAN SHALL BIND ALL HOLDERS OF CLAIMS AGAINST AND EQUITY INTERESTS AND INTERCOMPANY INTERESTS IN THE DEBTORS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NOTWITHSTANDING WHETHER OR NOT SUCH HOLDER (I) WILL RECEIVE OR RETAIN ANY PROPERTY OR INTEREST IN PROPERTY UNDER THE PLAN, (II) HAS FILED A PROOF OF CLAIM OR INTEREST IN THE CHAPTER 11 CASES OR (III) FAILED TO VOTE TO ACCEPT OR REJECT THE PLAN OR VOTED TO REJECT THE PLAN.

ARTICLE XII.

RETENTION OF JURISDICTION

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court shall, after the Effective Date, retain such jurisdiction over the Chapter 11 Cases and all Entities with respect to all matters related to the Chapter 11 Cases, the Debtors and the Plan as legally permissible, including, without limitation, jurisdiction to:

1. allow, disallow, determine, liquidate, classify, estimate or establish the priority or secured or unsecured status of any Claim, including, without limitation, the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the allowance or priority of any Claim;

2. grant or deny any applications for allowance of compensation or reimbursement of expenses authorized pursuant to the Bankruptcy Code or the Plan, for periods ending on or before the Confirmation Date;

3. resolve any matters related to the assumption, assignment or rejection of any Executory Contract or Unexpired Lease to which the Debtors are party or with respect to which a Debtors or Reorganized Debtors may be liable and to adjudicate and, if necessary, liquidate, any Claims arising therefrom, including, without limitation, those matters related to any amendment to the Plan after the Effective Date to add Executory Contracts or Unexpired Leases to the list of Executory Contracts and Unexpired Leases to be assumed;

4. resolve any issues related to any matters adjudicated in the Chapter 11 Cases;

5. ensure that distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of the Plan;

6. decide or resolve any motions, adversary proceedings, contested or litigated matters and any other Causes of Action that are pending as of the Effective Date or that may be commenced in the future, and grant or deny any applications involving Debtors that may be pending on the Effective Date or instituted by the Reorganized Debtors after the Effective Date, *provided* that the Reorganized Debtors shall reserve the right to commence actions in all appropriate forums and jurisdictions;

7. enter such orders as may be necessary or appropriate to implement or consummate the provisions of the Plan and all other contracts, instruments, releases, indentures and other agreements or documents adopted in connection with the Plan, the Plan Supplement or the Disclosure Statement;

8. resolve any cases, controversies, suits or disputes that may arise in connection with the Consummation, interpretation or enforcement of the Plan or any Entity's obligations incurred in connection with the Plan;

9. hear and determine all Causes of Action that are pending as of the Effective Date or that may be commenced in the future;

10. issue injunctions and enforce them, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any Entity with Consummation or enforcement of the Plan, except as otherwise provided in the Plan;

11. enforce Article X.A and Article X.B hereof;

12. enter and implement such orders or take such others actions as may be necessary or appropriate if the Confirmation Order is modified, stayed, reversed, revoked or vacated;

13. resolve any other matters that may arise in connection with or relate to the Plan, the Disclosure Statement, the Confirmation Order or any contract, instrument, release, indenture or other agreement or document adopted in connection with the Plan or the Disclosure Statement; and

14. enter an order concluding the Chapter 11 Cases.

ARTICLE XIII.

MISCELLANEOUS PROVISIONS

A. Payment of Statutory Fees

All fees payable pursuant to section 1930 of title 28 of the United States Code after the Effective Date shall be paid prior to the closing of the Chapter 11 Cases when due or as soon thereafter as practicable.

B. Modification of Plan

Effective as of the date hereof and subject to the limitations and rights contained in the Plan: (a) the Debtors reserve the right, in accordance with the Bankruptcy Code and the Bankruptcy Rules, to amend or modify the Plan prior to the entry of the Confirmation Order; and (b) after the entry of the Confirmation Order, the Debtors or the Reorganized Debtors, as applicable, may, upon order of the Bankruptcy Court, amend or modify the Plan, in accordance with section 1127(b) of the Bankruptcy Code or remedy any defect or omission or reconcile any inconsistency in the Plan in such manner as may be necessary to carry out the purpose and intent of the Plan.

C. Revocation of Plan

The Debtors reserve the right to revoke or withdraw the Plan prior to the Confirmation Date and to File subsequent chapter 11 plans. If the Debtors revoke or withdraw the Plan, or if Confirmation or Consummation does not occur, then: (1) the Plan shall be null and void in all respects; (2) any settlement or compromise embodied in the Plan, assumption or rejection of Executory Contracts or Unexpired Leases effected by the Plan and any document or agreement executed pursuant hereto shall be deemed null and void except as may be set forth in a separate order entered by the Bankruptcy Court; and (3) nothing contained in the Plan shall: (a) constitute a waiver or release of any Claims by or against, or any Equity Interests in, such Debtors or any other Entity; (b) prejudice in any manner the rights of the Debtors or any other Entity; or (c) constitute an admission, acknowledgement, offer or undertaking of any sort by the Debtors or any other Entity.

D. Successors and Assigns

The rights, benefits and obligations of any Entity named or referred to herein shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor or assign of such Entity.

E. Reservation of Rights

Except as expressly set forth herein, the Plan shall have no force or effect unless and until the Bankruptcy Court enters the Confirmation Order. Neither the filing of the Plan, any statement or provision contained herein, nor the taking of any action by the Debtors or any other Entity with respect to the Plan shall be or shall be deemed to be an admission or waiver of any rights of: (1) any Debtors with respect to the Holders of Claims or Equity Interests or other Entity; or (2) any Holder of a Claim or an Equity Interest or other Entity prior to the Effective Date.

F. Section 1146 Exemption

Pursuant to section 1146(a) of the Bankruptcy Code, any transfers of property pursuant hereto shall not be subject to any stamp tax or other similar tax or governmental assessment in the United States, and the Confirmation Order shall direct the appropriate state or local governmental officials or agents to forego the collection of any such tax or governmental assessment and to accept for filing and recordation instruments or other documents pursuant to such transfers of property without the payment of any such tax or governmental assessment. Such exemption specifically applies, without limitation, to all documents necessary to evidence and implement the provisions of and the distributions to be made under the Plan.

G. Further Assurances

The Debtors or the Reorganized Debtors, as applicable, all Holders of Claims receiving distributions hereunder and all other Entities shall, from time to time, prepare, execute and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan or the Confirmation Order.

H. Severability

If, prior to Confirmation, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void or unenforceable, the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision then will be applicable as altered or interpreted, *provided* that the Debtors, the Reorganized Debtors or any affected Entity (as applicable) may seek an expedited hearing before the Bankruptcy Court to address any objection to any such alteration or interpretation of the foregoing. Notwithstanding any such order by the Bankruptcy Court, alteration or interpretation, the remainder of the terms and provisions of the Plan shall remain in full force and effect. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

I. Service of Documents

Any pleading, notice or other document required by the Plan to be served on or delivered to the Debtors shall be sent by overnight mail to:

Carlos A. Huerta
3060 E. Post Road Ste 110
Las Vegas, NV 89120

with copies to:

The Schwartz Law Firm, Inc.
Attn: Samuel A. Schwartz, Esq.
6623 Las Vegas Blvd. South
Suite 300
Las Vegas, Nevada 89119

J. Return of Security Deposits

Unless the Debtors have agreed otherwise in a written agreement or stipulation approved by the Bankruptcy Court, all security deposits provided by the Debtors to any Person or Entity at any time after the Commencement Date shall be returned to the Reorganized Debtors within twenty (20) days after the Effective Date, without deduction or offset of any kind.

K. Filing of Additional Documents

On or before the Effective Date, the Debtors may File with the Bankruptcy Court all agreements and other documents that may be necessary or appropriate to effectuate and further evidence the terms and conditions hereof.

L. Default

Upon the Effective Date of the Plan, in the event the Debtor fails to timely perform any of the obligations set forth in the Plan, the applicable creditor or party-in-interest shall notify the Debtor and Debtor's counsel of the default in writing in accordance with the notice provisions herein, after which the Debtor shall have: (i) thirty (30) calendar days from the date of the written notification to cure the default; or (ii) if the cure requires more than thirty (30) days, so long as the Debtor initiates steps to cure the default within thirty (30) days and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical. If the Debtor fails to timely cure the default as provided above, the applicable creditor shall be free to pursue any and all rights it may have under the contract(s) between the parties and/or applicable state law, without further court order or proceeding being necessary.

Dated: March 8, 2013

Respectfully Submitted,

CARLOS A. HUERTA
/s/ Carlos A. Huerta

CHRISTINE H. HUERTA
/s/ Christine H. Huerta

GO GLOBAL, INC.

By: /s/ Carlos A. Huerta
Its: President

CHARLESTON FALLS, LLC

By: GO GLOBAL, INC.
Its Managing Member

By:/s/ Carlos A. Huerta
Its: Manager

HPCH, LLC

By: /s/ Carlos A. Huerta

Its: Manager

EXHIBIT 1

Exhibit 1

Property Owned by Carlos and Christine Huerta and/or Go Global, Inc.

3060 E. Post Road, Suite 110
Las Vegas, Nevada 89120
Approximate Value: $654,000.00

908 Harold Dr., Unit 22
Incline Village, Nevada 89451
Approximate Value: $350,671.80

7229 Mira Vista Street
Las Vegas, Nevada 89120
Approximate Value: $842,190.85

711 Biltmore Way, Unit 302
Coral Gables, Florida 33134
Approximate Value: $367,000.00

Cabin 11 at Mt. Charleston Cabins
APN 129-36-101-009
Approximate Value: $137,194.97

1370 Highway #20
Ashton, Idaho 83420
Approximate Value: $616,072.50

Total Approximate Value: $2,967,430.12

EXHIBIT 2

EXHIBIT 2

Carlos and Christine Huerta and/or Go Global, Inc. Leases and Executory Contracts to be Assumed Pursuant to the Plan

Commercial Lease Agreements

Standard Commercial Lease Agreement dated between the Debtors and HPCH, LLC for the rental of:
3060 E. Post Road, Suite 110
Las Vegas, Nevada 89120

Commercial and Residential Mortgages

Commercial Mortgage by and between the Debtor and Nevada State Bank for the purchase of:
3060 E. Post Road, Suite 110
Las Vegas, Nevada 89120
Cure Amount: $ 0.00

Commercial Mortgage by and between the Debtor and Aurora Loan Servicing, LLC for the purchase of:
7229 Mira Vista Street
Las Vegas, Nevada 89120
Cure Amount: $ 0.00

Commercial Mortgage by and between the Debtor and Wells Fargo Bank for the purchase of:
711 Biltmore Way, Unit 302
Coral Gables, Florida 33134
Cure Amount: $ 0.00

Commercial Mortgage by and between the Debtor and BAC Home Loans Servicing, LP for the purchase of:
908 Harold Dr., Unit 22
Incline Village, Nevada 89451
Cure Amount: $ 0.00

Commercial Mortgage by and between the Debtor and The Lionel Foundation for the purchase of:
Cabin 11 at Mt. Charleston Cabins
APN 129-36-101-009
Cure Amount: $ 0.00

Commercial Mortgage by and between the Debtor and Zions Bank for the purchase of:
1370 Highway #20
Ashton, Idaho 83420
Cure Amount: $ 0.00

EXHIBIT H

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement") made and entered into effective the 30th day of October, 2008, by and among Go Global, Inc. ("Go Global"), Carlos Huerta ("Carlos") ("Seller") and The Rogich Family Irrevocable Trust ("Buyer") with respect to the following facts and circumstances:

RECITALS:

A. Seller owns a Membership Interest ("Membership Interest") in Eldorado Hills, LLC (the "Company") equal to or greater than thirty-five percent (35%) and which may be as high as forty-nine and forty –four one hundredths (49.44%) of the total ownership interests in the Company. Such interest, as well as the ownership interest currently held by Buyer, may be subject to certain potential claims of those entities set forth and attached hereto in Exhibit "A" and incorporated herein by this reference ("Potential Claimants"). Buyer intends to negotiate such claims with Seller's assistance so that such claimants confirm or convert the amounts set forth beside the name of each of said claimants into non-interest bearing debt, or an equity percentage to be determined by Buyer after consultation with Seller as desired by Seller, with no capital calls for monthly payments, and a distribution in respect of their claims in amounts from the one-third (1/3rd) ownership interest in the Company retained by Buyer.

B. Seller desires to sell, and Buyer desires to purchase, all of Seller's Membership Interest, subject to the Potential Claimants and pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and representations hereinafter contained, and subject to the conditions hereinafter set forth, it is agreed as follows:

1. Sale and Transfer of Membership Interest. Subject to the terms and conditions set forth in this Agreement, Seller will transfer and convey the Membership Interest to Buyer, and Buyer will acquire the Membership Interest from Seller, upon payment of the consideration set forth herein at Closing.

2. Consideration. For and in consideration of Seller's transfer of the Membership Interest hereunder, Buyer agrees:

(a) Buyer shall owe Seller the sum of $2,747,729.50 as non-interest bearing debt with, therefore, no capital calls for monthly payments. Said amount shall be payable to Seller from future distributions or proceeds (net of bank/debt owed payments and tax liabilities from such proceeds, if any) distributed to Buyer at the rate of 56.20% of such profits, as, when and if received by Buyer from the Company.

(b) As further consideration, Buyer agrees to indemnify Seller against the personal guaranty of Seller for the existing Company loan in the approximate currently outstanding amount of $21,170,278.08, and further agrees to request the lender of such loan to release Seller from such guaranty (within one year);

(c) Furthermore, as an acknowledgment of the fact that Carlos will no longer be a manager of the Company after the Closing, Buyer shall also defend and indemnify Carlos from and against post-Closing Company activities.

3. Release of Interest. At Closing, upon payment of the Consideration required hereunder, Seller shall release and relinquish any and all right, title and interest which Seller now has or may ever have had in the Membership Interest and in any other interest (equity or debt) of the Company. Each Seller furthermore does hereby presently resign (or confirms resignation) from any and all positions in the Company as an officer, manager, employee and/or consultant. Additionally, Seller does hereby release the

Company and its members, managers and officers from any and all liability to each Seller of whatever kind or nature, including without limitation any claims for debt or equity repayment (except to the extent of the Consideration referenced in Section 2 above) or for remuneration relative to past services as an officer, manager, employee, consultant or otherwise.

4. Representations of Seller. Subject to any potential claims of the Potential Claimants, Seller represents and warrants that (i) Seller is the owner, beneficially and of record, of the Membership Interest as described in Recital A above, free and clear of all liens, encumbrances, security agreements, equities, options, claims, charges, and restrictions, which ownership interest is not evidenced by a written Membership Certificate, (ii) all of the Membership Interest is validly issued in the name of Seller, fully paid and non-assessable, (iii) Seller has full power to transfer the Membership Interest to Buyer without obtaining the consent or approval of any other person or governmental authority, (iv) Seller has been offered complete and unhindered access to all financial records, business records, and business operations of the Company, (v) the decision to sell the Membership Interest on the terms and conditions of this Agreement were negotiated by the parties upon consideration of the concurrent transactions to be entered into among Buyer, Company and two new investors (referenced below in this Section 4) and Seller has been provided all information necessary to make an informed decision regarding the acceptance of the terms hereunder and has sought the advice of such counsel or investment advisors as Seller deemed appropriate, or elected not to do so and (vi) except as otherwise provided in this Agreement, Seller is not relying upon any representations made by Buyer or Company in entering the transaction contemplated hereby. Each Seller further represents and warrants being familiar with the concurrent transactions between each of the Company and Buyer, respectively, with each of TELD, LLC and Albert E. Flangas Revocable Living Trust dated July 22nd, 2005. The transaction documentation with respect thereto recites

the current facts and circumstances giving rise to this Purchase Agreement and those concurrent transactions. Seller further represents and warrants the accuracy of the list (and dollar amounts) of Potential Claimants set forth in Exhibit "A" and agrees to indemnify and hold Buyer harmless from and against any additional claims, over-and-above the listed dollar amounts in Exhibit A and with respect to said claimants or respect to any other claimants (including without limitation Craig Dunlap and Eric Rietz), unless the claims of such other claimants asserts unilateral agreements with Buyer. The representations, warranties and covenants of Seller contained in this Agreement shall survive the Closing hereof and shall continue in full force and effect. Seller, however, will not be responsible to pay the Exhibit A Claimants their percentage or debt. This will be Buyer's obligation, moving forward and Buyer will also make sure that any ongoing company bills (utilities, security, and expenses attributed to maintaining the property) will not be Seller's obligation(s) from the date of closing, with Pete and Al, onward.

5. Further Assurances and Covenants.

(a) Each of the parties hereto shall, upon reasonable request, execute and deliver any additional document(s) and/or instrument(s) and take any and all actions that are deemed reasonably necessary or desirable by the requesting party to consummate the transaction contemplated hereby.

(b) Go Global and Carlos shall deliver all books and records (including checks and any other material of Company) to Buyer promptly after Closing.

6. Closing. The Closing ("Closing") of the transactions hereunder shall be consummated upon the execution of this Agreement and:

(a) The delivery by Seller to Buyer of the Assignment in the form attached hereto as Exhibit "B" and incorporated herein by this reference.

(b) The delivery to said Seller by Buyer of the Consideration set forth hereunder.

(c) Closing shall take place effective the ____ day of October, 2008, or at such other time as the parties may agree.

(d) Seller and Buyer further represent and warrant that the representations, and indemnification and payment obligations made in this Agreement shall survive Closing.

7. Miscellaneous.

(a) Notices. Any and all notices or demands by any party hereto to any other party, required or desired to be given hereunder shall be in writing and shall be validly given or made if served personally, delivered by a nationally recognized overnight courier services or if deposited in the United States Mail, certified, return receipt requested, postage prepaid, addressed as follows:

If to Buyer: The Rogich Family Irrevocable Trust
3883 Howard Hughes Pkwy., #590
Las Vegas, NV 89169

If to Seller: Go Global, Inc.
3060 E. Post Road, #110
Las Vegas, Nevada 89120

Carlos Huerta
3060 E. Post Road, #110
Las Vegas, Nevada 89120

Any party hereto may change his or its address for the purpose of receiving notices or demands as hereinabove provided by a written notice given in the manner aforesaid to the other party(ies). All notices shall be as specific as reasonably necessary to enable the party receiving the same to respond thereto.

(b) Governing Law. The laws of the State of Nevada applicable to contracts made in that State, without giving effect to its conflict of law rules, shall govern the validity, construction, performance and effect of this Agreement.

(c) Consent to Jurisdiction. Each party hereto consents to the jurisdiction of the Courts of the State of Nevada in the event any action is brought to declaratory relief or enforcement of any of the terms and provisions of this Agreement.

(d) Attorneys' Fees. Unless otherwise specifically provided for herein, each party hereto shall bear its own attorneys' fees incurred in the negotiation and preparation of this Agreement and any related documents. In the event that any action or proceeding is instituted to interpret or enforce the terms and provisions of this Agreement, however, the prevailing party shall be entitled to its costs and attorneys' fees, in addition to any other relief it may obtain or to which it may be entitled.

(e) Interpretation. In the interpretation of this Agreement, the singular may be read as the plural, and vice versa, the neuter gender as the masculine or feminine, and vice versa, and the future tense as the past or present, and vice versa, all interchangeably as the context may require in order to fully effectuate the intent of the parties and the transactions contemplated herein. Syntax shall yield to the substance of the terms and provisions hereof. Paragraph headings are for convenience of reference only and shall not be used in the interpretation of the Agreement. Unless the context specifically states to the contrary, all examples itemized or listed herein are for illustrative purposes only, and the doctrine of inclusion unius exclusio alterius shall not be applied in interpreting this Agreement.

(f) Entire Agreement. This Agreement sets forth the entire understanding of the parties, and supersedes all previous agreements, negotiations, memoranda, and understandings, whether written or

oral. In the event of any conflict between any exhibits or schedules attached hereto, this Agreement shall control.

(g) Modifications. This Agreement shall not be modified, amended or changed in any manner unless in writing executed by the parties hereto.

(h) Waivers. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver, and no waiver shall be binding unless evidenced by an instrument in writing and executed by the party making the waiver.

(i) Invalidity. If any term, provision, covenant or condition of this Agreement, or any application thereof, should be held by a Court of competent jurisdiction to be invalid, void or unenforceable, that provision shall be deemed severable and all provisions, covenants, and conditions of this Agreement, and all applications thereof not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

(j) Binding Effect. This Agreement shall be binding on and inure to the benefit of the heirs, personal representatives, successors and permitted assigns of the parties hereto.

(k) Counterparts. This Agreement may be executed in multiple counterparts, including facsimile counterparts, which together shall constitute one and the same document.

(l) Negotiated Agreement. This is a negotiated Agreement. All parties have participated in its preparation. In the event of any dispute regarding its interpretation, it shall not be construed for or against any party based upon the grounds that the Agreement was prepared by any one of the parties.

(m) Arbitration. Any controversy, claim, dispute or interpretations which are in any way related to the Agreement that are not settled informally in mediation shall be resolved by arbitration, if both Buyer and Seller choose this option, administered by the American Arbitration Association under its Commercial Arbitration Rules, and the judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction of and shall be final and binding on all the parties. However, if both Buyer and Seller do not mutually choose to proceed with arbitration, then the traditional legal process will be the only alternative for the parties to pursue if mediation is ineffective. In the event of any controversy, claim, dispute or interpretation, the following procedures shall be employed:

(1) If the dispute cannot be settled informally through negotiations, the parties first agree, in good faith, to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to arbitration or some other dispute resolution procedure. The mediation shall take place in Las Vegas, Nevada within sixty (60) days of initiating the mediation.

(2) At any time after the mediation, any party shall offer a request for Arbitration in writing on the other party(ies) to this Agreement and a copy of the request shall be sent to the American Arbitration Association.

(3) The party upon whom the request is served shall file a response within thirty (30) days from the service of the request for Arbitration. The response shall be served upon the other party(ies) and a copy sent to the American Arbitration Association.

(4) If both parties agree to Arbitration, then within ten (10) days after the

American Arbitration Association sends the list of proposed arbitrators, all parties to the arbitration shall select their arbitrator and communicate their selection to the American Arbitration Association.

(5) Unless otherwise agreed in writing by all parties, the arbitration shall be held in Las Vegas, Nevada. The arbitration hearing shall be held within ninety 90 days after the appointment of the arbitrator if and when both Buyer and Seller are both in agreement with regard to Arbitration.

(6) The arbitrator is authorized to award to any party whose claims are sustained, such sums or other relief as the arbitrator shall deem proper and such award may include reasonable attorney's fees, professional fees and other costs expended to the prevailing party(ies) as determined by the arbitrator.

(n) Time of Essence. Time is of the essence of this Agreement and all of its provisions.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first above written.

"SELLER"

Carlos Huerta, on behalf of Go Global, Inc.

"BUYER"

Sigmund Rogich, on behalf of
The Rogich Family Irrevocable Trust

EXHIBIT "A"

Potential Claimants

1.	Eddyline Investments, LLC (potential investor or debtor)	$50,000.00
2.	Ray Family Trust (potential investor or debtor)	$283,561.60
3.	Nanyah Vegas, LLC (through Canamex Nevada, LLC)	$1,500,000.00
4.	Antonio Nevada, LLC/Jacob Feingold	$3,360,000.00

CH

EXHIBIT "B"

Assignment

ASSIGNMENT

FOR VALUE RECEIVED, each of the undersigned hereby assigns and transfers unto The Rogich Family Irrevocable Trust ("Buyer"), all of the right, title and interest, if any, which the undersigned owns in and to Eldorado Hills, LLC, a Nevada limited-liability company (the "Company") and do hereby irrevocably constitute and appoint any individual designated by any officer or manager of the Company as attorney to each of the undersigned to transfer said interest(s) on the books of the Company, with full power of substitution in the premises.

DATED as of the 30 day of October, 2008.

Carlos Huerta, individually and on behalf of Go Global, Inc. as to any interest of either of them in and to the Company

EXHIBIT I

MEMBERSHIP INTEREST ASSIGNMENT AGREEMENT

THIS AGREEMENT is effective as of the 1st day of January, 2012, by and among Sigmund Rogich, as Trustee of The Rogich 2004 Family Irrevocable Trust, ("Rogich" or "Assignor") and ("The Blades Survivor Trust of 10/30/08" or "Blades" or "Assignee") (each a "Party" and collectively the "Parties") with respect to the following facts and circumstances:

RECITALS:

A. Rogich has acquired a forty percent (40%) interest in Eldorado Hills, LLC, a Nevada limited-liability company ("Eldorado") as of the date hereof (the "Membership Interest") (Within the Rogich 40% is a potential 1.12% interest of other holders not of formal record with Eldorado).

B. Eldorado's debts and expenditures far exceed the value of its assets.

C. Eldorado is in need of cash contributions and/or loans to continue its business.

D. Teld and Blades have made significant financial contributions to Eldorado and Rogich is unable to pay its pro rata share pursuant to section 3.1 of the Eldorado Hills, LLC operating agreement.

E. Teld is unwilling to make any further contributions to Eldorado Hills without a pro rata share being contributed by Rogich.

F. Blades has made significant loans and contributions to Eldorado, but is unwilling to make further loans and contributions without further equity position in Eldorado.

G. Rogich desires to transfer its forty (40%) ownership interest in Eldorado in exchange for the Consideration set forth below.

H. Blades is willing to accept the Rogich Membership Interest in Eldorado in exchange for the Consideration set forth below.

I. The Parties, as well as the members of Eldorado (Rogich and Teld, LLC), in all of their respective positions and offices each approve of the transfer of the Membership Interest from Rogich to Blades.

NOW, THEREFORE, in consideration of the mutual promises, covenants and representations hereinafter contained, and subject to the conditions herein set forth, it is agreed as follows:

1. Assignment of Interest. Subject to the terms and conditions set forth in this Agreement, Rogich hereby transfers and conveys the Membership Interest including all of his rights, title and interest of whatever kind or nature in the Membership Interest to Blades, and Blades hereby acquires the Membership Interest from Rogich, upon receipt of the Consideration (as defined herein below) at closing.

2. Consideration. Consideration to be tendered by Blades to Rogich for the Membership Interest shall be the sum of $682,080.00.

3. Representations of Rogich. Rogich represents and warrants to Blades as follows:

a. Rogich is the owner, beneficially and of record, of the Membership Interest, subject to a promissory note and security agreement in favor of Teld, LLC, a Nevada Limited Liability Company (Teld) a current member of Eldorado. Rogich will cause the satisfaction of the Teld note at Closing and Blades will receive at Closing good and absolute title thereto free of any liens, charges or encumbrances thereon.

b. Rogich has full power to transfer the Membership Interest to Blades without obtaining the consent or approval of any other person or governmental authority and there is no existing impediment to the sale and transfer of such Membership from Rogich to Blades, other than the consent of Teld, LLC.

c. Rogich has not, other than as previously stated, transferred, sold, conveyed or encumbered any of his Forty Percent (40%) to any other person or entity prior to this Agreement, except for the potential claims of .95% held by The Robert Ray Family Trust and .17% held by Riddyline Investments, L.L.C.

4. Closing. The Closing of the transactions hereunder (the "Closing") shall be consummated upon the execution of this Agreement, the payment of consideration as herein stated and the delivery of Satisfaction of Promissory Note and Release of Security to Teld.

5. Consents to Transfer. By their signatures, set forth following the signature page to this Agreement, Teld, Eldorado, The Rogich 2004 Family Irrevocable Trust, Sigmund Rogich and Peter Eliades hereby approve of the transactions contemplated herein in all of the respective capacities including by not limited to capacities as guarantors, managers and/or members of Eldorado or Teld, as applicable, and further release Rogich from any and all future obligations under both the Promissory Note in Favor of Teld and the Eldorado operational documentation and related agreements.

6. Miscellaneous.

a. Notices. Any and all notices or demands by any party hereto to any other party, required or desired to be given hereunder shall be in writing and shall be validly given or made if served personally, delivered by a nationally recognized overnight courier service or if deposited in the United States Mail, certified, return receipt requested, postage prepaid, addressed as follows:

If to Teld: Teld, LLC
1531 Las Vegas Boulevard South
Las Vegas, Nevada 89104

If to Rogich: Sig Rogich
3883 Howard Hughes Parkway, Suite 590
Las Vegas, Nevada 89169

If to Eldorado: Eldorado, LLC
1531 Las Vegas Boulevard South
Las Vegas, Nevada 89104

If to The Eliades Survivor Trust of 10/30/08:

The Eliades Survivor Trust of 10/30/08
1531 Las Vegas Boulevard South
Las Vegas, Nevada 89104

Any party hereto may change its address for the purpose of receiving notices or demands and hereinabove provided by a written notice given in the manner aforesaid to the other

party(ies). All notices shall be as specific as reasonably necessary to enable the party receiving the same to respond thereto.

b. Governing Law. The laws of the State of Nevada applicable to contracts made in that state, without giving effect to its conflict of law rules, shall govern the validity, construction, performance and effect of this Agreement.

c. Consent to Jurisdiction. Each party hereto consents to the jurisdiction of the courts of the State of Nevada in the event any action is brought for declaratory relief or enforcement of any of the terms and provisions of this Agreement.

d. Attorneys' Fees. In the event that any action or proceeding is instituted to interpret or enforce the terms and provisions of this Agreement, the prevailing party shall be entitled to its costs and attorneys' fees, in addition to any other relief it may obtain or be entitled to.

e. Interpretation. In the interpretation of this Agreement, the singular may be read as the plural, and *vice versa*, the neuter gender as the masculine or feminine, and *vice versa*, and the future tense as the past or present, and *vice versa*, all interchangeably as the context may require in order to fully effectuate the intent of the parties and the transactions contemplated herein. Syntax shall yield to the substance of the terms and provisions hereof. Paragraph headings are for convenience of reference only and shall not be used in the interpretation of the Agreement. Unless the context specifically states to the contrary, all examples itemized or listed herein are for illustrative purposes only, and the doctrine of *inclusio unius exclusio alterius* shall not be applied in interpreting this Agreement.

f. Entire Agreement, Execution of Additional Documents. This Agreement, sets forth the entire understanding of the parties with respect to the subject matter hereof and supersedes all previous such agreements, negotiations, memorandum, and understandings, whether written or oral. Notwithstanding the above-provision, the

Parties thereby agree to execute such other documents and instruments necessary or useful to complete the transactions contemplated herein and to comply with any applicable required approvals, laws, rules, or regulations.

g. Modifications. This Agreement shall not be modified, amended or changed in any manner unless in writing executed by the parties hereto.

h. Waivers. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver, and no waiver shall be binding unless evidenced by an instrument in writing and executed by the party making the waiver.

i. Invalidity. If any term, provision, covenant or condition of this Agreement, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, that provision shall be deemed severable and all provisions, covenants, and conditions of this Agreement, and all applications thereof not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

j. Binding Effect. This Agreement shall be binding on and inure to the benefit of the heirs, personal representatives, successors and permitted assigns of the parties hereto.

k. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement in person.

l. Negotiate Agreement. This is a negotiated Agreement. All parties have participated in its preparation. In the event of any dispute regarding its interpretation, it

shall not be construed for or against any party based upon the grounds that the Agreement was prepared by any one of the parties.

m. Arbitration. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in the State of Nevada in accordance with the Rules of the American Arbitration Association, and judgment upon the award may be entered in any court having jurisdiction thereof pursuant to the provisions of Chapter 38 of Nevada Revised Statutes.

n. Time of Essence. Time is of the essence of this Agreement and all of its provisions.

IN WITNESS WHEREOF, the parties have executed this Membership Interest Purchase Agreement effected the day and year above-written.

"TELO"

By: Peter Eliades, Managing Member

"THE ROGICH 2004 FAMILY IRREVOCABLE TRUST"

By: Sigmund Rogich, its Trustee

"THE ELIADES SURVIVOR TRUST' of 10/30/98"

By: Peter Eliades, Its Trustee

EHD00013

UNANIMOUS WRITTEN CONSENT OF THE
MANAGERS
OF
ELDORADO HILLS, LLC

The undersigned, being all of the managers of ELDORADO HILLS, LLC, a Nevada limited-liability company (the "Company"), pursuant to Nevada Revised Statutes Section 78.315(2), do hereby consent and subscribe to the following recitals and resolutions:

RECITALS:

A. The Rogich 2004 Family Irrevocable Trust (Rogich) has acquired a forty percent (40%) interest in Eldorado Hills, L.L.C, a Nevada limited-liability company ("Eldorado") as of the date hereof (the "Membership Interest") subject to a potential claims of .95% held by The Robert Ray Family Trust and .17% held by Eddyline Investments, L.L.C.,

B. Eldorado's debts and expenditures far exceed the value of its assets.

C. Eldorado is in need of cash contributions and/or loans to continue its business.

D. Teld and Pete Eliades have made significant financial contributions to Eldorado and Rogich is unable to pay its pro rata share pursuant to section 3.1 of the Eldorado Hills, LLC operating agreement.

E. Teld is unwilling to make any further contributions to Eldorado Hills without a pro rata share being contributed by Rogich.

F. Pete Eliades has made significant loans and contributions to Eldorado, but is unwilling to make further loans and contributions without a further equity position in Eldorado.

G. Rogich desires to transfer its forty (40%) ownership interest in Eldorado (including the potential claims of .95% held by The Robert Ray Family Trust and .17% held by Eddyline Investments, L.L.C.) to The Eliades Survivor Trust of 10/30/08 in exchange for $682,080.00

H. Rogich executed a promissory note dated 10/30/08 secured by Rogich's membership in Eldorado.

EH000014

I. That neither Teld or Eldorado desire to purchase the Rogich interest, but as a condition for the transfer of the Rogich interest, Teld demands payment of its 10/30/08 note in full.

> RESOLVED, That Rogich may sell and transfer its membership interest. However, the purchase agreement must provide that Teld be paid on the promissory note of 10/30/08. Payment of the note may occur at the time of closing the membership interest transfer from Rogich to The Blades Survivor Trust of 10/30/08.

DATED effective the 1st day of January, 2012.

Teld LLC, Manager

By: Pete Blades, Managing Member

The Rogich 2004 Family Irrevocable Trust, Manager

By Sig Rogich, Trustee of
The Rogich 2004 Family Irrevocable Trust

EFD00015

EXHIBIT J

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 BEGAS, LLC, a Nevada limited liability company, Plaintiff, vs. 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

DEPOSITION OF SIG ROGICH

Taken on Thursday, August 21, 2014

At 10:05 a.m.

At 2850 West Horizon Ridge Parkway

Henderson, Nevada

Reported by: Wendy Sara Honable, CCR No. 875
Nevada CSR No. 875
California CSR No. 13186
Washington CCR No. 2267
Utah CCR No. 7357039-7801
Job No. 10632

Did they reach out to you for this deal?

A. I don't recall how it came to be, but I think Roy told me the property was for sale.

Q. Did you go to Carlos after that and discuss the deal?

A. Yes, yes.

Q. Did you receive any other payments from Eldorado Hills when you surrendered your interest other than the piece of property?

MR. LIONEL: I'm going to object to the question. There's nothing showing he ever received any payments from Eldorado Hills.

BY MR. MCDONALD:

Q. Did you ever receive $682,080 from Eliades?

A. Yes.

Q. What was that for?

A. He gave me a check for 682,000, which was to -- when we bought out the stock of Al Flangas, he loaned me 600,000 plus interest. That amount was 682,000.

When I gave him the property back, he gave me a check for 682,000, and I wrote him a check back for 682,000. So, clearly, it's a transaction in the books, but I kept none of the money. He

received back 100 percent of what he gave me.

Q. So let me go over that in detail.

At the time of the purchase in approximately 2008, he loaned $682,000 or so for Al Flangas' interest?

A. For a portion of Al Flangas' stock. I moved mine from, I think, 33 to 40, and I may be getting some of this wrong, but the amount was $600,000 that I would have needed.

He loaned me that money plus interest, which is where the 83,000 came in, and as part of this transaction to clear that up, he gave me a check for 683,000 and I gave him a check back for 683,000.

Q. When were those checks written?

A. You would have to talk to Melissa, but I think at the time of closing. You should have copies of that.

Q. Was there ever a note or loan documents evidencing the 682,000 that Eliades loaned to you?

A. I assume so. You'll have to ask Melissa.

Q. Did the checks go through the Rogich Family Trust, the 682,000?

A. I don't know.

Q. Are you familiar with a person by the

Exhibit A – 9

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CLERK OF THE COURT

ROPP
Samuel S. Lionel, NV Bar No. 1766
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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.

AND RELATED CLAIMS

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

Date: September 11, 2014
Time: 10:30 a.m.

REPLY TO OPPOSITION TO MOTION FOR PARTIAL SUMMARY JUDGMENT

Eldorado sets forth its Reply to Plaintiff's Opposition and Opposition to Plaintiffs' Counter-Motion.

PRELIMINARY STATEMENT

This motion concerns Nanyah's unjust enrichment claim against Eldorado. It is not a claim against the Rogich Irrevocable Trust or Mr. Rogich. Nanyah's claim has nothing to do with any agreement entered into by The Rogich Trust, Go Global, Mr. Huerta or the Flangas Revocable Trust. There is only one claimant — Nanyah, and only one Defendant— Eldorado. Plaintiffs totally ignore the fact that Eldorado is the sole defendant with respect to Nanyah's claim and with consistent egregious misrepresentations of its evidence attempts to attribute such evidence to Eldorado.

At the beginning of its Opposition, Plaintiffs state: "Defendants fail to indicate that there are numerous written admissions in which they conceded by agreement that Nanyah Vegas, LLC had paid Eldorado Hills, LLC. $1,500,000. These written memorializations were the parties' understanding until Sig Rogich stated in late 2012 that he would not honor the investments/debts owed in a lawsuit brought by another party." Opp. at 2:1-5.

There is no admission by Eldorado that Nanyah had paid it $1,500,000 or any sum. There is no evidence that Sig Rogich stated he would not honor any investments or debts "owed in a lawsuit brought by another party." Eldorado has stated as an undisputed material fact "[t]here is no evidence Nanyah ever invested anything in Eldorado." Motion at 2:8. Plaintiffs have not even attempted to show that Nanyah invested anything in Eldorado. Instead, they have repeatedly referred to exhibits to two agreements that Eldorado is not a party and which show Nanyah as a "Potential Claimant" against The Rogich Trust, not Eldorado.[1]

[1] Eldorado has stated in its Undisputed Material Facts that "There is no evidence that Nanyah ever had any dealings with Eldorado." Motion at 2:9. Plaintiffs' have not even attempted to rebut that statement.

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THE HUERTA DECLARATION

The only facts offered by Nanyah are contained in Mr. Huerta's Declaration, Plaintiffs' Exhibit A, almost all of which are repeated in Plaintiffs' Points and Authorities. Opp. at 2:18-7:13. Eldorado's counsel believes it will be helpful to the Court to first discuss the Huerta Declaration.

Paragraph 1 and 2 refer to parties.

Paragraph 3 refers to Plaintiffs' Exhibit C, an Agreement to Lend Capital, by the terms of which Huerta's company would loan Eldorado $125,000, which would be repaid with 22%. interest and have repayment priority. The Agreement is dated April 24, 2008, more than 4 years before this action was filed in 2013. Nanyah's alleged investment was in 2006 and 2007. Amended Complaint. ¶ 15. Except that Huerta refers to the Agreement in his paragraph 4, the Agreement is not otherwise referred to and is irrelevant.

Paragraph 4 again refers to Exhibit C, which states Mr. Huerta or Go Global in 2008 loaned $1,500,000 to Eldorado so that Eldorado "could retain the real property," citing the Agreement to Lend Capital which only provides for a loan of $125,000. There is no evidence cited for the purported loan of $1,500,000.

Paragraph 5 of Huerta's Declaration states that in 2008 Mr. Rogich had begun discussions with an unnamed investor who would take the place of Go global and Huerta and some investors would be repaid amounts provided to Eldorado. There is no evidence that Eldorado would repay anyone any amounts provided to it.

Paragraph 6 states that on October 30, 2008, Huerta, Go Global and Mr. Rogich entered into the Purchase Agreement which is Plaintiff's Exhibit D. Eldorado is <u>not</u> a party to the Agreement.

Paragraph 7 states the debt set forth in the Purchase Agreement would be paid from future Eldorado distributions. Nothing in the Agreement, to which Eldorado was not a party, stated that Eldorado had to make any payments or distributions.

Paragraph 8 refers to Exhibit A to the Purchase Agreement which states that "Nanyah

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Vegas, LLC (through Canamex Nevada, LLC) was one of four Potential Claimants." There is no explanation of that language nor even of the reference to Canamex of Nevada. Recital A of the Purchase Agreement states the Sellers' (Mr. Huerta and Go Global) interest "may be subject to certain potential claims of those entities set forth and attached hereto as Exhibit A."

Paragraph 9 states that Plaintiffs responded to a production request by providing documents Mr. Huerta refers to in subsequent paragraphs of his Declaration. Footnote 1 to paragraph 9 states that PLTFS0031-33 is a copy of an Eldorado bank statement showing a deposit into Eldorado's bank account. That Exhibit is Eldorado's Exhibit E. It shows that on December 7, 2007 $1,500,000 was deposited into Eldorado's account, 3 days later $1,450,000 was transferred to Eldorado's money market account and 4 days later, $1,420,000 was given by Huerta to his company, Go Global, from that account as a consulting fee. See Eldorado's Exhibit's F, G and H and Huerta's testimony. (Depo 4/30/14 at 87:16-88:20).

Paragraph 10 refers to Exhibit E, a Membership Interest Purchase Agreement dated October 30, 2008. and states that "[t]he Rogich Irrevocable Trust or the 'Seller' made certain representations in specific regard to the moneys owed to Nanyah Vegas, LLC and others." The Agreement concerns the purchase of an Eldorado membership interest by the Flangas Trust and Exhibit D to that Agreement lists the "Potential Claimants" of the Purchase Agreement. It also provides that The Rogich Trust, the Seller of the interest to the Flangas Trust shall defend, indemnify and hold harmless Eldorado and its members from any claims by such Claimants." Eldorado is not a party to the Agreement.

Paragraph 11 contains Plaintiffs' continued irrelevant unsupported claims that Mr. Rogich and his Trust owed $1,500,000 to Nanyah. Plaintiffs just ignores the fact that Nanyah's unjust enrichment claim is against Eldorado only and whether there is any basis for anyone owing anything to Nanyah is totally irrelevant.

Paragraph 12 refers to certain documents in Exhibit E. Including an undated one page document alleged to be "notes from a phone conversation on October 24, 2006." Who's notes, who were the speakers on the telephone and what is the foundation for the content of the

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document is not stated. NRCP 56 (e)'s requirement that opposing affidavits "shall set forth facts as would be admissible in evidence" and that "[s]worn or certified copies all papers or parts thereof referred to in an affidavit shall be attached thereto or served therewith" preclude consideration of the clearly inadmissible and irrelevant document.

Paragraph 13 is a broad conclusion that in October 2008, Huerta, Rogich and Eldorado were "working on repaying persons and entities that had provided funds to Eldorado either through Canamex or to Eldorado directly". There is no evidence to support the quote. This foundationless irrelevant statement is clearly not admissible.

Paragraph 14 states that Eldorado repaid Eric Reitz and Craig Dunlap, respectively $20,000 and $50,000 in late 2008. Mr. Huerta's statement is false. Eldorado did not repay anything to Reitz or Dunlap. Plaintiffs' Exhibit F Purchase Agreement shows that The Rogich Trust, not Eldorado agreed to pay Dunlap for its Eldorado interest. Eldorado is not a party to that Agreement.

Paragraph 15 states that Eric Reitz and Craig Dunlap were not provided with K-1's for their investments or advancements "as referred to in their own respective Purchase Agreements." That statement is an unclear irrelevancy.

Paragraph 16 states that even after Mr. Huerta and Go Global sold their interest in Eldorado, Huerta assisted Rogich in trying to sell the real property. Another inadmissible irrelevant statement.

Paragraph 17 states that after the sale of Go Global's interest to The Rogich Trust, Mr. Rogich represented he would pay the "Potential Claimants." There is no evidentiary support for that statement. It is irrelevant with respect to Nanyah's claim against Eldorado.

Paragraph 18 states that Mr. Rogich represented in 2012 he conveyed his Eldorado interest to Teld, LLC, he failed to inform Mr. Huerta and Go Global of his intentions to convey his interest and prior to 2012 Plaintiffs had no reason to suspect no repayment. It further states Mr. Rogich provided no evidence subsequent to October 2008, he was not going to honor the obligations in the Purchase Agreement or the Membership Interest Purchase Agreements.

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Nothing required Mr. Rogich to provide such evidence. It is significant that Mr. Harlap, who was the manager of Nanyah, (Ex.1) and wired money to Mr. Huerta's Canamex bank account in 2007, has submitted no affidavit with respect to his alleged investment.

ARGUMENT

Plaintiffs' statement of undisputed facts is almost a verbatim copy of Mr. Huerta's sworn Declaration. Eldorado has demonstrated that Huerta's Declaration has been less than precise with the facts. His attorney has compounded such imprecision.

The first sentence of the Opposition states that "Mr. Rogich and Eldorado continued to represent all the way up to 2012 that Nanyah Vegas would be repaid, and only after representations in 2012 that none of the parties would be repaid did Nanyah suffer damages."

There is no evidence that Mr. Rogich, trustee of The Rogich Trust, represented he would repay the "Potential Claimants." Mr. Huerta's conclusion which appears in paragraph 17 of his Delclaration states the representations were made in "October 2008 through 2012." The Declaration does not state to whom the purported representations were made during each of those five years.

ELDORADO'S ASSERTED UNDISPUTED MATERIAL FACTS HAVE NOT BEEN DISPUTED AND ELDORADO SHOULD BE AWARDED SUMMARY JUDGMENT

In the Motion, Eldorado has set forth assertions of Undisputed Material Facts. Motion at 2:5-21. Included therein are assertions that there is no evidence Nanyah (1) invested anything in Eldorado; (2) had any dealings with Eldorado; (3) ever had an interest in Eldorado; (4) had conferred a benefit on Eldorado; (5) Eldorado has accepted or retained any benefit from Nanyah.

Those fact assertions, if undisputed, would demonstrate that Nanyah has no basis for any claim against Eldorado for unjust enrichment. The assertions were truly a challenge to the Plaintiffs to come forth with facts, if they had any, to dispute them.

Eldorado's assertion that "[t]here is no evidence that Nanyah ever invested anything in Eldorado" is a critical assertion. If no Nanyah investment in Eldorado, Nanyah cannot have a claim. In footnote 3 on page 5 of the motion, Eldorado points out that nearly all of Mr. Harlap's

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$1,500,000 he sent to Huerta's company, Canamex, for investment was appropriated by Huerta and thus Huerta had no Nanyah funds with which to make an Eldorado investment. No other possible source of funds needed to acquire an Eldorado interest for Nanyah is mentioned by Huerta. Not only have Plaintiffs not rebutted the assertion, they have not even attempted to show how Nanyah acquired any purported Eldorado interest.

Also critical are Eldorado's assertions that "[t]here is no evidence Nanyah has conferred a benefit on Eldorado" and "[t]here is no evidence Eldorado has accepted or retained any benefit from Nanyah." Those assertions are directed at the indispensable requirements for a cause of action for unjust enrichment. Certified Fire Protection v. Precision Construction, 128 Nev. Adv. Op. 35, 283 P.3d 250, 257 (2012). Plaintiffs do not rebut the assertions. Their sole response is another misguided attempt to attribute The Rogich Trusts Agreements to Eldorado– "Defendants' attempts to contradict their own writings that Eldorado did not receive a benefit must be ignored under the parol evidence rule. Opp. at 16:9-11. Obviously that does not dispute Eldorado's critical assertions.

The undisputed Eldorado assertions clearly demonstrate that Nanyah does not have a claim against Eldorado and for that reason partial summary judgment should be awarded to Eldorado.

NANYAH'S CLAIM IS BARRED BY THE STATUTE OF LIMITATIONS

The applicable statute of limitation here is NRS 11.190(2) which provides that an action "upon a contract, obligation or liability not founded upon an instrument in writing "must be commenced within four years.

Plaintiffs argue that the statute has not run because Nanyah's cause of action did not accrue until 2012, at which time Mr. Rogich represented the "Potential Claimants" would not be paid. Opp. at 3:12-22. Several Nevada decisions are cited as support. As will be shown, each of the decisions, with one exception, involved Nevada statutes which made the discovery rule with respect to limitations applicable. The sole exception, is Dredge Corporation v. Wells Cargo, Inc.,

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80 Nev 99, 389 P.2d 394 (1964) where there were disputed fact issues that needed resolution before it could be determined that the statute of limitations applied.

Nevada State Bank v. The Jamison Family Partnership, 106 Nev. 792,799, 801 P.2d 1377, 1382 (1990), involved fraud and NRS 11.190(3)(d), the fraud discovery statute was held applicable. The same fraud discovery statute was implicated in Millspaugh v. Millspaugh, 96 Nev. 446, 448, 611 P.2d 201, 202 (1980). Massey v. Litton, 99 Nev. 723, 669 P.2d 248 (1983) and Libby v. The Eighth Judicial District Court, 130 Nev. Adv. Op. 39, 325 P.2d 1276 (2014) are medical malpractice cases which cite NRS 41A.097 (1) which provides for tolling until discovery.

In Soper v. Means, 111, Nev. 1290, 1295, 903 P.2d 222, 225 (1995), where the issue was when a cause of action for breach of contract accrued. The Court held that "the statute began to run as soon as Means knew or should have known of facts constituting breach of contract." Here Nanyah alleges he made an investment in Eldorado but "Nanyah never received an interest in Eldorado while Eldorado retained the $1,500,000." Amended Complaint, ¶ 17. Mr. Harlap, the manager of Nanyah was sophisticated. He invested all over the world. Huerta 4/3/14 at 62:16-25. He surely was aware that Nanyah received no Eldorado interest for its alleged investment in 2006 and 2007. The $1,500,000 investment was the first he had made in Nevada. He told Mr. Huerta "Carlos, you're just going to manage that for me." Huerta 4/30/14 at 62:16-63:2. Huerta was also the manager of Eldorado until October 31, 2008. Huerta 4/3/14 at 11:21-12:6. Huerta knew at all times Nanyah had no interest in Eldorado.

Mr. Huerta testified as follows:

> Q Was Nanyah ever shown as having an interest in it, in Eldorado?
>
> A You many know better than I. But not that I know of.
>
> Q As a matter of fact, in 2007 when you were tax matters partner, and Mr. Ray's interest was shown, nothing was shown there for Nanyah's interest, right?
>
> A Yes.

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Q And you, as tax matters partner, could have provided that, right?

A Could have, yes.

Huerta 4/3/14 at 65:8-18.

Assuming Nanyah invested "$1,500,000 in Eldorado for an interest, but did not receive it, it is a breach and Nanyah would have a cause of action against Eldorado. Surely, Mr. Harlap, who has filed no affidavit was aware or should have been aware no later than 2008, that no Eldorado interest was received. Harlap's stewart, Mr. Huerta, knew that Nanyah had not received an interest in Eldorado. Thus, both Harlap and Huerta knew or should have known by October 31, 2008, when Huerta ceased being a manager of Eldorado, that Eldorado was in breach. That date is more than 4 years before this action was commenced on July 31, 2013.

In October 2008, Nanyah was named as a "Potential Claimant" against the interest of The Rogich Trust. Certainly at that time, at the latest, Nanyah knew it had not received an Eldorado interest for its alleged investment and had a claim against Eldorado. October 2008 is more than 4 years before this action was commenced.

NANYAH IS NOT A THIRD PARTY BENEFICIARY

Plaintiffs argument that Nanyah was a third party beneficiary of the Purchase Agreement and the Membership Interest Purchase Agreement is based on Plaintiffs totally specious position that Eldorado was a party to those Agreements and made purported promises to Potential Claimants. Eldorado was not a party to the Agreements and made no promises. The argument, like others based on the same premise, is meritless.

PLAINTIFFS' COUNTER-MOTION SHOULD BE DENIED

Plaintiffs have counter moved for partial summary judgment "on the claim of Nanyah Vegas, LLC for repayment of the $1,500,000 it allegedly invested into Eldorado Hills, LLC and dismissal of Defendants' Counterclaim for contribution." Opposition at 1:26-2:1. The Counterclaim is by Eldorado only and it is not for contribution.

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CERTIFICATE OF SERVICE

Pursuant to Nevada Rule of Civil Procedure 5(b), I hereby certify that I am an employee of LIONEL SAWYER & COLLINS and that on this 2nd day of September, 2014, I caused the document DEFENDANTS' REPLY TO PLAINTIFF'S OPPOSITION TO MOTION FOR PARTIAL SUMMARY JUDGMENT to be served as follows:

[X] by depositing same for mailing in the United States Mail, in a sealed envelope addressed to:

Brandon B. McDonald, Esq.
McDonald Law Offices, PLLC
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[ ] pursuant to Nev. R. Civ. P. 5(b)(2)(D) to be sent via facsimile as indicated:

[ ] to be hand delivered to:

and/or

[ ] by the Court's ECF System through Wiznet.

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EXHIBIT 1

SilverFlume
NEVADA'S BUSINESS PORTAL

NANYAH VEGAS, LLC

New Search | Manage this Business (/businessSearch/manageT7Business?businessEntityNumber=E0834842007-9) | Calculate Fees | Print ()

Business Entity Information			
Status:	Revoked	File Date:	12/07/2007
Type:	Domestic Limited-Liability Company	Entity Number:	E0834842007-9
Qualifying State:	NV	List of Officers Due:	12/31/2009
Managed By:	Managers	Expiration Date:	
Foreign Name:		On Admin Hold:	Yes
NV Business ID:	NV20071462658	Business License Exp:	

Registered Agent Information			
Name:	CARLOS HUERTA	Address 1:	3060 E. POST RD., #110
Address 2:		City:	LAS VEGAS
State:	NV	Zip Code:	89120
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:		Mailing State:	
Mailing Zip Code:			
Agent Type:	Noncommercial Registered Agent		

View all business entities under this registered agent ()

Officers	☐ Include Inactive Officers

Manager - YOAV HARLAP

Address 1:	134 HAESHEL ST	Address 2:	
City:	HERZELIA ISRAEL	State:	XX
Zip Code:	46644	Country:	
Status:	Active	Email:	

Actions\Amendments
Click here to view 5 actions\amendments associated with this company ()

Disclaimer ()

Exhibit A – 10

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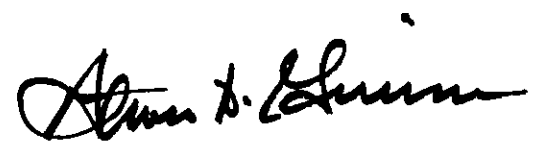

CLERK OF THE COURT

OPPS
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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 ALL RELATED MATTERS	Case No.: A-13-686303-C Dept. No.: XXVII Hearing Date: 9/11/2014 Hearing Time: 10:30 a.m.

PLAINTIFFS' REPLY TO DEFENDANTS' OPPOSITION[1] TO COUNTER-MOTION FOR PARTIAL SUMMARY JUDGMENT

[1] Defendants entitle their response as 'Reply to Opposition to Motion for Summary Judgment" yet almost the entirety of the response discusses the points related to Plaintiffs' Counter-Motion; while expressly attributing only four lines to the response to the Counter-Motion. Reply at p. 9:23-27. As Defendants have mischaracterized their response under the guise of a reply, which negates a counter response, the "Reply" should be characterized as an "opposition" so as to not deprive Plaintiffs of their right to respond.

COMES NOW, Plaintiffs, by and through their counsel of record, Brandon B. McDonald, Esq. of McDonald Law Offices, PLLC who hereby file this Reply to Defendants' Opposition to Plaintiffs' Counter-Motion for Partial Summary Judgment based on the claim of Nanyah Vegas, LLC for repayment of the $1,500,000.00 that it invested into Eldorado Hills, LLC ("Eldorado") and a dismissal of Defendants' Counterclaim for contribution. Defendants' Opposition fails to address the express language of the multiple agreements; Mr. Rogich's own deposition testimony, as well as his VP of Finance's testimony both admit that Nanyah Vegas, LLC ("Nanyah") had paid Eldorado $1,500,000. Mr. Rogich[2] also testified in his own deposition that he did not tell Carlos Huerta that he had surrendered his interest in Eldorado in "fall 2012." These written memorializations, adverse testimony, and evidence cannot be contradicted by the gross misrepresentations contained in Defendants' opposition, which are not supported by an affidavit from Mr. Rogich or otherwise[3]. It is further a legal

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[2] Mr. Rogich also failed to inform Mr. Huerta, on August 21, 2014, that he [Mr. Rogich] received $1,000,000 from his the new partner in Eldorado, in October 2008. It wasn't until Melissa Olivas' Aug 27th, 2014 deposition that this information was divulged. Notwithstanding this profiteering, from terminating the interest held by Mr. Huerta/Go Global, Mr. Rogich still did not provide any funds owed to Mr. Huerta, though he was clearly profiting from Go Global's former interest in Eldorado. This information, along with the revelation that Mr. Rogich's "simultaneous" receipt of a piece of property which was valued at $2,180,000 two years prior to the time he surrendered his interest in Eldorado, were all withheld until August 27, 2014.

Although not directly related to these issues, because of Defendants' failure to appropriately respond to discovery requests, the identification of other attorneys who assisted in trying to eliminate any proceeds being paid to Go Global and Mr. Huerta, under the Purchase Agreement and Defendant's request to take a deposition of a third-party who lives in a foreign country; Plaintiffs will likely be seeking to continue trial and discovery, as Defendants, to this point, have not agreed to such request.

[3] Ironically, Defendants make light of the fact that Mr. Harlap, the managing member of Nanyah Vegas, has not submitted an affidavit, though Mr. Huerta was designated as the person most knowledgeable, and which testimony they rely on in their own opposition. Opposition, p. 9:6-8. Yet Mr. Rogich, himself, has not submitted an affidavit to attest to any facts, nor has any person deemed as most knowledgeable for Eldorado, submitted an affidavit. Defendants are essentially asking this Court to "take them at their word" - that their version of these events is true based on "arguments by counsel" and not the actual evidence submitted by Plaintiffs. While Defendants' counsel is certainly well

impossibility for Go Global or Mr. Huerta to be liable to Eldorado under any legal theory, whether contribution or indemnity, because all of the members of Eldorado agreed that Mr. Huerta and/or Go Global would not be liable for Nanyah's claim of $1,500,000.[4]

This Reply is based upon the points and authorities attached hereto, the sworn Declaration of Carlos Huerta, the deposition testimony of Sigmund Rogich and Melissa Olivas and all of the pleadings submitted to date, in this action, and any oral argument allowed at the time of the hearing for the Motion and Counter-Motion.

MEMORANDUM OF POINTS AND AUTHORITIES

I.

STATEMENT OF FURTHER UNDISPUTED FACTS

1. On August 20, 2013 the deposition of Mr. Rogich was taken in regards to the foregoing matter. See excerpts of Mr. Rogich's deposition attached herein as Exhibit I at p. 1-2.

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respected, the Defendants' arguments largely amount to hearsay, leaving their own request for summary judgment as well their opposition to this counter-motion wanting for evidentiary foundation. Again, Defendants can point to no language, in the agreements, their own testimony, or otherwise that supports their relief or defenses.

[4] Defendants' have tried to take issue with Plaintiffs' claims that Eldorado represented that Nanyah acknowledged that it was owed $1,500,000 and even made claims that Eldorado was not a party to these agreements. Opposition, p. 2:16-17; 9:12-16. However, both the Purchase Agreement of October 30, 2008 and the Membership Interest Purchase Agreement dated October 24, 2008, which were executed by all of the members of Eldorado, indicate such. If all of the members of a company represent the same fact, i.e. that Nanyah had invested $1.5MM into Eldorado, it stands to reasons that all of the members have unequivocally acknowledged that Eldorado has made this representation. Defendants have failed to refute this fundamental fact and thus acknowledge that Eldorado received $1.5MM from "Nanyah Vegas, LLC through Canamex Nevada, LLC." Mr. Rogich, a member of Eldorado, in October 2008, conceded this point, upon being deposed.

Furthermore, to the contention that Eldorado was not a party to these agreements: If Defendants believe this allegation, then they logically would have to amend their counterclaim to one of contribution or indemnity against Mr. Rogich, as he agreed to indemnify Go Global and Mr. Huerta from this disclosed and acknowledged debt. As Defendants have failed to undertake such action, their insinuation that Eldorado membership was not in accord with these representations cannot be given consideration.

2. Mr Rogich testified that, at the time he and Mr. Huerta entered into the Purchase Agreement on October 24, 2008, that Mr. Eliades or TELD, LLC did not want **any** other partners (this would naturally include all of the parties listed as "Potential Claimants," such as Nanyah Vegas, LLC):

> Q. Okay. So what would lead from this concern into Carlos or Go Global's interest being bought out of the property?
> A. Well, I found Mr. Eliades, who agreed to invest in the property, and he made it very clear he didn't want any other partners.

Exhibit I, p. 24:12-17.

> Q. Did he [Eliades] have any understanding of who the other partners were?
> A. He knew that Mr. Huerta was a part of it. He knew there were some other minor entities, but he didn't know who they were, but he said no partners.

Id. at p. 24:21-25.

3. Mr. Rogich conceded that the parties that were identified as "Potential Claimants" would be addressed by his trust, but he did not pay Nanyah their $1,500,000, or any part of it:

> Q. Can you turn to Page 4 of the document? About three-fourths of the way down the first paragraph, in here, it says, "Seller" – and when we're referring to seller, it's Carlos Huerta -- "Seller, however, will not be responsible to pay the Exhibit A Claimants their percentage or debt. "This will be Buyer's obligation, moving forward and Buyer will also make sure that any ongoing company bills" -- and then there's a list of bills -- "will not be Seller's obligation from the date of closing with Pete and" -- … Going back to that sentence that I just read or those couple of sentences, what was your understanding of that agreement?
> A. **That there may be -- that we may be subject to some claims, and I would address them if we were.**

Id. at p. 33:13-24; 34:19-24 [Emphasis added].

> Q. So you paid out some of the claimants, but not Nanyah Vegas or Antonio Nevada; is that correct?
> A. Antonio Nevada, we went to court with and the court determined we did not owe them any money.
> Q. But -- so my question was: You didn't pay either of these claimants?
> A. No.

Id. at p. 39:3-10.

4. Though Mr. Rogich claims that the Purchase Agreement was signed under some form of

duress, he admitted that there were five to six different versions of the agreement of which his own counsel participated in preparing and that he, in fact, signed the October 24, 2008 Purchase Agreement:

> Q. Mr. Rogich, you indicated that you believe that the purchase agreement was signed under some type of duress. Do you know that your employee, Mrs. Olivas, was reviewing the purchase agreement prior to the date of execution?
> A. Well, there were probably five or six purchase agreements that kept going back and forth, and we didn't get the final one until the very end.
> Q. Okay. So there were several iterations of the purchase agreement that were reviewed by your attorney, correct?
> A. Yes.
> Q. Okay. Do you know if your attorney made changes to those documents?
> A. I don't know for sure, but he probably did, but he expressed confusion in the correspondence with us at the very end.
> Q. Did he instruct you not to sign the purchase agreement?
> MR. LIONEL: Objection. Attorney client.
> BY MR. MCDONALD: Q. You signed the purchase agreement, correct?
> A. Yes.

Id. at p.42:3 – 43:2.

5. Mr. Rogich admitted that monies were received from Canamex Nevada. Nanyah is the only company that has the identifier of "Nanyah Vegas, LLC through Canamex Nevada, LLC" in both the Purchase Agreement of October 24, 2008 and the Membership Interest Assignment Agreement of October 30, 2008.)

> Q. Do you know if there were any business dealings between Eldorado Hills and Canamex Nevada?
> **A. Well, we received money from Canamex.**
> Q. And how much money was that?
> A. I don't recall.

Id. at p. 49:16-20 [Emphasis added].

> Q. So Eldorado Hills received funds from Canamex for the investment; is that what you're saying?
> A. Yes.

Id. at p. 49:24 – 50:2.

6. While reviewing the Membership Interest Assignment Agreement, during his deposition, Mr. Rogich admitted that he signed and agreed to the terms of the agreement, which obligated him to protect the "Company" (i.e. Eldorado and its members, which would have, at this time, included Go Global/Carlos Huerta as their Purchase Agreement was not signed until October 30, 2008) from Nanyah's claims:

> Q. Now, I'm going to read this. This is a Qualification of Representations of Seller, and the seller in the document is listed as the Rogich Family Irrevocable Trust. …
> Q. And then below that, if you move down, it says, "Regardless of whether the amounts are so converted, Seller shall defend, indemnify and hold harmless the Company and its members for any claims by the parties listed below, and any other party claiming interest in the Company as a result of transactions prior to the date of this Agreement against the Company or its Members."
> A. Yes.
> Q. And then below that is the same list of entities that's listed in the other purchase agreement?
> A. Yes.
> Q. Okay. Do you recall reviewing this document?
> A. Somewhat.
> Q. And you signed it?
> A. Yes.
> Q. Did you agree to the terms of this agreement?
> A. Yes[5].

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[5] Among several egregious **misrepresentations of material facts**, Defendants' reply claims that "There is no evidence that Mr. Rogich, trustee of the Rogich Trust, represented he would repay the Potential Claimants." Opposition, p. 6:11-12. Mr. Rogich's own deposition testimony contradicts this precise statement. In her deposition, Melissa Olivas, the VP of Finance and the person designated by Mr. Rogich as the one knowing the intimate financial details for his companies, completely contradicts the reply claim's gross misrepresentation. Additionally, many other misrepresentations have been made, by Defendants, with regard to Mr. Huerta's supporting Declaration. *Id.* at pp. 3-6. Moreover, Mr. Rogich failed to validate these "blanket objections" with an affidavit of his own, nor has a person most knowledgeable of Eldorado provided any affidavit. Opposing counsel's arguments, in lieu of his clients' affidavit, are not evidence of fact; they are hearsay as defined under NRS 51.035 and as defined by Black's Law Dictionary (9th ed. 2009) ("Traditionally, testimony that is given by a witness who relates not what he or she knows personally, but what others have said, and that is therefore dependent on the credibility of someone other than the witness. Such testimony is generally inadmissible under the rules of evidence") This "hearsay" testimony cannot be provided any consideration by this Court. Furthermore, the documents "speak for themselves" and contradictory testimony, though inadmissible would be further barred by the parol evidence rule. "The parol evidence rule forbids the reception of evidence which would vary or contradict the contract, since all prior negotiations and agreements are

Id. at pp. 81:23-82:1; 82:12-83:7.

7. Mr. Rogich also testified that, at the time he surrendered his interests in Eldorado, he simultaneously received a piece of real property, which sold for $2.18 million in 2010 and was free-and-clear of any debt. Mr. Rogich also claimed it was only worth $400,000 at that time in 2012. This was allegedly done to repay personal loans that Mr. Rogich had lent Eldorado:

> Q. So your contention is that you weren't paid back the full amount of the loan with the property that was given to you?
> A. It wasn't a loan. It was money I put in, and I wanted it back. The company, by the way, was Imitations, I think. Limitations or Imitations, LLC.
> Q. The company that received the land?
> A. Yes, uh-huh. I believe that's what it's called.

Id. at p. 68:14-23.

> Q. We have already mentioned Imitations, LLC, as the company that holds the property that you received from Mr. Eliades?
> A. Yes.
> Q. I guess, tell me what you know about that company.
> A. It holds one piece of property.
> Q. Did you acquire this company from Mr. Eliades?
> A. I think that was part of the settlement. He gave it to me.
> Q. He just gave you the company that held the company?
> A. Yes.
> Q. Did you have discussions with Mr. Eliades about surrendering your interest in Eldorado Hills in exchange for the property?
> A. Well, I -- he asked -- I surrendered the property, but I told him I wanted my -- the money, actual cash, I put in it after he and I formed our partnership.
> Q. How soon after you surrendered your interest did you receive the property?
> A. I think it was simultaneous. When he received it, I received it.
> Q. So these were all part of the negotiations for you to surrender your interest?
> A. Yes.

Id. at p. 84:18 – 85:20 [Emphasis added].

> Q. You said at the time you received it, it was worth approximately 400,000. I'm asking about the value today. Do you have any understanding of its value?
> A. I think it's pretty close to the same.

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deemed to have been merged therein." *Daly v. Del E. Webb Corp.*, 96 Nev. 359, 361, 609 P.2d 319, 320 (1980).

Q. Do you know how much Pete paid for the property?
A. He, as part of an assistance to get us out of trouble with another business deal, I think put over $2 million in the property. p. 86:15-20.

Id. at p. 86:16-87:1.

Q. Is there a mortgage obligation on that property owned by Imitations, LLC?
A. No.
Q. It's owned free and clear?
A. Yes.
Q. So Mr. Eliades received it from the bank free and clear, correct?
A. Yes.

Id. at p. 89:18-25.

Q. And he paid 2 million for the parcel of land?
A. It turned out that way, but that's the only thing we gave him in return, even though the land was not worth $2.1 million. He did it to help me.
Q. What makes you believe that the land was not worth 2.1 million?
A. Well, I knew the land was not worth 2.1 million.
Q. Did you get an appraisal on it?
A. No, but we knew. You know, we didn't pay that much for the whole parcel[6].

Id. at p 91:14-92:1 [Emphasis added].

[6] Though not discussed in detail in this Reply and discussed in the Plaintiffs' other Counter-Motion for Partial Summary Judgment, what was further troubling about this matter is the fact that an entity which Mr. Rogich and Mr. Huerta were both members of, Realized Gains, LLC, which had sold the property in 2010 that Mr. Rogich received "simultaneously" upon giving away his interest in Eldorado in 2012. The debt on the property was negotiated through a short sale, authorized by City National Bank. Essentially, Mr. Rogich received property which sold for $2.18 million during the low-point in the Las Vegas real estate market, plus $682,080.00 and an additional $1 million (in October 2008, which is discussed below), while Go Global and Nanyah received nothing for their respective amounts ($2,747,729.50 and $1,500,000); in the acknowledged and signed 2008 agreements they are both listed as being owed money. Mr. Rogich, and Eldorado, have certainly not treated the Plaintiffs fairly. Nor have they treated Defendants in a legally permissible manner. Mr. Rogich was "made whole," while the Plaintiffs are forced to finance Mr. Rogich's and Eldorado' financial gains. Although Rogich, in 2008, contractually obligated himself to pay the Defendants, he secretly accepted cash and property for his own benefit. It wasn't until this litigation persisted that these hidden proceeds surfaced. Prior to, Rogich would have had us all believe that he walked away from his Eldorado interests for nothing. Until more prying questions were posed during Rogich's deposition, this was the story Defendants were sticking to – that Rogich received nothing for giving up his interests in The Company, when the behind-the-scenes plan was to privately walk with cash and property without having to pay the Defendants back.

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8. Mrs. Olivas, who handled all of the books and records of Eldorado subsequent to Mr. Huerta/Go Global withdrawing from Eldorado as a member, also conceded that she and Mr. Rogich's attorney Ken Woloson were involved in preparing the October 30th, 2008 Purchase Agreement, which identified Nanyah's $1,500,000 claim. Mrs. Olivas also testified that both herself and Mr. Huerta had discussions regarding the Nanyah's claims:

> Q. Did you have any involvement in the preparation of this purchase agreement?
> A. Yes.
> Q. What was your involvement?
> A. I worked with our attorney Ken Woloson to provide input.

Excerpts of Melissa Olivas deposition, attached herein as Exhibit J, at p. 21:12-17.

> Q. What did Mr. Huerta tell you about Nanyah Vegas in response to your question?
> A. That they had invested money through Canamex.

Id. at p. 31:7-9.

9. Mrs. Olivas further affirmed that the Purchase Agreement created an obligation upon Mr. Rogich or his trust to pay the parties identified as "Potential Claimants." Mrs. Olivas further admitted that she could not recall any dispute, with the Purchase Agreement, and that it was signed upon her advice and that of Mr. Rogich's counsel [Ken Woloson]:

> Q. What was your understanding of who was to pay these potential claimants after this agreement was stricken?
> A. As the agreement says, they would – the seller, being Carlos, would help negotiate whatever needed to happen with these people, entities.
> Q. And who would end up paying the --
> A. Their potential claimants.
> Q. Right. If they were to be paid, who would end up paying them?
> A. The trust or Sig would be responsible if it was determined that they were to be paid.

Id. at p. 32:15-33:1.

> Q. Do you recall if Mr. Rogich disputed anything in this agreement?
> A. I don't recall.
> Q. But he did eventually sign it?

A. Yes.
Q. Was that upon your advice?
A. I'm sure it was upon my advice and upon the advice of Ken Woloson.

Id. at p. 35:10–17.

10. In conformity with the bank statement previously provided by Plaintiffs showing that Nanyah's $1,500,000 was deposited into Eldorado's bank account (Exhibit E, PLTFS0031-33), Mrs. Olivas affirmed this truth:

Q. Do you have any reason to dispute that Nanyah Vegas contributed $1.5 million through Canamex Nevada, LLC?
A. Did they put money into Canamex? Yes.
Q. Did the money go into Eldorado Hills?
A. Yes.

Id. at p. 60:8-13.

11. Mrs. Olivas also affirmed that other investors in Eldorado entered into agreements regarding their buyouts (these same buyout were previously provided in the Plaintiffs' prior Statement of Undisputed Facts and in the Declaration of Carlos Huerta):

Q. Okay. Do you recall if any action was taken to buy out other investors in Eldorado Hills in 2008 other than Carlos?
A. Craig Dunlap and Eric Rietz.
Q. Did you review any agreement involving the buyout of Eric Rietz and Craig Dunlap?
A. Yes.

Id. at p. 69:3-9.

12. Unknown to Plaintiffs, until the time of Mrs. Olivas' deposition, Mr. Rogich received $1,000,000, from Mr. Eliades (referred to as "Pete"), upon Pete's buy-in into Eldorado, which formerly belonged to Go Global. Though Mr. Rogich and his trust were profiting from Go Global's interest, Go Global received no benefit from the consideration that Mr. Rogich received:

Q. The initial $6 million that Pete invested, did it all go to the FDIC, or did a portion of it go elsewhere?
A. A million dollars of it was paid to Sig's trust for -- I don't remember the details

> of that. It had to do with the interest and the shares and how you got him to the 60 percent.

Id. at p. 121:25-122:6.

13. Based on these facts, the plain language of the agreements mentioned herein, and in the prior counter-motion, the deposition testimony of Mr. Rogich and Mrs. Olivas, the Declaration of Carlos Huerta, as well as the bank statement affirming that $1,500,000 was received, by Eldorado from Nanyah, and all the other evidence submitted by Plaintiffs, it is clear that Nanyah is owed its $1,500,000, which pursuant to those same agreements was admittedly received by Eldorado and promised to be repaid, as Mr. Rogich and Mr. Eliades had agreed that there would be "no other investors."

14. Based on all these separate express admissions and witness testimony, it is also clear that Mr. Rogich, his trust, and Eldorado all acted as profiteers by ensuring that they were permitted to retain the capital accounts, convert those accounts to debt, and then disingenuously claim that they had never profited from these described transactions with the intent to proceed with not honoring their previous promises. Summary judgment, allowing the recovery of Nanyah Vegas' $1,500,000.00 from the Defendants, is therefore appropriate as all of the members agreed that Eldorado received the benefit of these funds. Also, Eldorado's claim of indemnity/contribution cannot stand as all the members agreed that Carlos Huerta would be indemnified for the claims of Nanyah.

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II.

SUPPLEMENTAL LEGAL ARGUMENT

B. NANYAH IS ENTITLED TO AN AWARD OF $1,500,000 AS MR. ROGICH'S OWN DEPOSITION TESTIMONY, THE AGREEMENTS BETWEEN THE PARTIES INVOLVING ALL OF THE MEMBERS OF ELDORADO AND THE OTHER EVIDENCE BEFORE THE COURT CORROBORATES THAT ELDORADO HILLS RECEIVED THE FUNDS, BUT NANYAH NEVER RECEIVED ANY BENEFIT, WHILE THOSE SAME AGREEMENTS PROMISED TO REPAY NANYAH.

Defendants have failed to present any testimony from Mr. Rogich, Mrs. Olivas, or the agreements themselves to support their contention that Nanyah is not owed the $1,500,000; in fact all of the testimony and evidence (notwithstanding the plain unambiguous language of the agreements) state that Eldorado received the funds. These agreements were admittedly signed by Mr. Rogich, who had the opportunity to review the same with the assistance of counsel. Defendant cannot point to any language in any agreement which supports their theory of dismissal or a denial of the relief requested by Plaintiffs. Further Mr. Rogich and Mrs. Olivas admitted Mr. Rogich's trust and/or himself was liable for the debt owed to Nanyah. Additionally, they admitted that Eldorado received the funds from Nanyah through Canamex Nevada, and never disputed that fact until this case was opened. These facts and admissions would make Eldorado's recovery from Mr. Huerta for claims of contribution or indemnity a legal impossibility based on the plain language of the agreement, which Mr. Rogich was a party too along with all of the other members of Eldorado. Defendants' treatment of Mr. Rogich as a party wholly disassociated with Eldorado does not withstand reason when as a member of Eldorado he was executing these agreements which involved all the members of that same company, during the same time he still maintained an equity interest. Therefore when all of the members of Eldorado were making the representations in these agreements, it still represents that all the members in Eldorado stood by these representations, and thus the "global" statements in these agreements represented the will of Eldorado. When all the members of Eldorado represented that Mr. Huerta would not be liable for these claims, it meant precisely that.

. . .

1. Nanyah Vegas is Entitled to the Return of the $1,500,000, Which Receipt Has Been

Acknowledged in Multiple Agreements, By Testimony and By Evidence.

Defendants' lone argument has now changed as to why Nanyah should not recover this sum. Now Defendants claim because Nanyah knew it received no equity interest in Eldorado, the statute of limitations began to run at latest on October 31, 2008. Opposition, p. 8:16 – 9:11. Defendants, however, overlook their own cited testimony from Carlos Huerta wherein he testified that he was provided with discretion to manage the affairs of Nanyah in this matter. As Defendants noted "'Carlos, you're going to manage that for me.' Huerta 4/30/14 at 62:16-63:2." As Mr. Rogich indicated himself, at the time of October 2008, Mr. Eliades wanted no other partners in Eldorado. Mr. Rogich testified, "Well, I found Mr. Eliades, who agreed to invest in the property, and he made it very clear he didn't want any other partners." Exhibit I, p. 24:12-17. "Q. Did he [Eliades] have any understanding of who the other partners were? A. He knew that Mr. Huerta was a part of it. He knew there were some other minor entities, but he didn't know who they were, **but he said no partners**. Exhibit I, p. 24:21-25. *Id.* at p. 24:21-25 [Emphasis Added]. As the agreements memorialize, the former investors were listed as potential claimants, and the parties agreed that Nanyah was owed the sum of $1,500,000, whether it was identified in the Purchase Agreement or in the Membership Interest Assignment Agreement. Also, the Membership Interest Assignment Agreement dated October 24, 2008 (EH000017 – 044) states "Seller [The Rogich Family Irrevocable Trust] confirms that certain amounts have been advanced to or on behalf of the Company [Eldorado] by certain third parties …. 3. Nanyah Vegas, LLC (through Canamex Nevada, LLC) $1,500,000.00." EH000039. At that point, Nanyah may have been aware that it had no equity interest, but Mr. Huerta was managing the affairs of Nanyah and Defendants have acquiesced to this fact already. The agreements represent that Nanyah would be repaid the sum of $1,500,000, not receive an interest. As Plaintiffs' Amended Complaint states:

> 49. Therefore Eldorado sometime following October 2008 made a decision to decline to repay or purchase Nanyah supposed interest and has to the present kept their $1,500,000. That Nanyah believed during same time that they had an equity interest in Eldorado, and it was not until sometime in 2012 when Rogich represented that he had no interest in Eldorado and testified that TELD, LLC was the 100% interest holder in Eldorado; that Nanyah reasonably believed that they were not going to receive any benefit for the $1,500,000.

Id.

Whether Nanyah was aware if it had an interest or not, the agreement assured that its investment would be repaid, just like Eric Reitz's and Craig Dunlap's already had been repaid.

Furthermore, Nanyah's claim for unjust enrichment is not some type of action seeking performance to attain an interest. In the fall of 2012, Mr. Rogich informed Mr. Huerta of his surrender of his trust's interests[7] in Eldorado, whereby the previous promises to repay Nanyah back had likewise been abandoned.

> Q. Do you recall the date that you surrendered your interest in Eldorado Hills?
> A. I don't recall the exact date, no. It was 2012, toward the end of the year.
> Q. Do you recall informing Carlos that you surrendered your interest in Eldorado?
> A. Yes.
> Q. When did that conversation take place?
> A. I think in the early fall.

Exhibit I at p. 77:19-24.

Therefore and until the fall of 2012, there would be no reason for Nanyah (or Huerta) to believe that Mr. Rogich (or his trust) would not honor the terms of the agreement, which Nanyah relied upon until that point. The fact Go Global and Nanyah agreed to wait for repayment; wait to give the real estate market time to recover, and time to see to it that Eldorado and Rogich would have the time to repay them is not fatal under the statute of limitations because there was no reason to believe they had been damaged until the fall of 2012. The market recovered, just as was expected, but Mr. Huerta and Nanyah received nothing. What has occurred here is that the signed October 2008 agreement really only provided Rogich benefit(s), yet no real consideration was given to Nanyah and Go Global.

As the agreements clearly indicated, Eldorado received the benefit of Nanyah's funds, whereby such fact has not been controverted and, rather, confirmed by both Mr. Rogich and Mrs. Olivas, during their depositions. Therefore, summary judgment, in favor of Nanyah for the $1,500,000 claim, is appropriate.

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[7] Defendants have not disputed the Plaintiff's statements in the prior counter-motion which assert that Mr. Rogich only informed Mr. Huerta in 2012 of his trusts surrendering; nor again have they submitted an affidavit disputing that fact.

2. Defendants have Failed to Controvert by Evidence, Declaration, Sworn Testimony or Otherwise that Nanyah Was Not An Intended Third-Party Beneficiary Which Entitles them to An Award of $1,500,000.00.

Defendants have not supported their allegation that Nanyah was not an intended third-party beneficiary under the agreements. Defendants have not cited one case that says that Nanyah would have to be a signatory to those agreements to qualify as a third-party beneficiary, and avoid the fact that all the members of Eldorado, at the time, signed those agreements. Additionally, Defendants have failed to provide the operative law to indicate who qualifies as a third party beneficiary and why Nanyah would be precluded in any way. "To obtain such a status, there must clearly appear a promissory intent to benefit the third party (*Olson v. Iacometti*, 91 Nev. 241, 533 P.2d 1360 (1975)), and ultimately it must be shown that the third party's reliance thereon is foreseeable (*Lear v. Bishop*, 86 Nev. 709, 476 P.2d 18 (1970))." *Lipshie v. Tracy Inv. Co.*, 93 Nev. 370, 379, 566 P.2d 819, 824-25 (1977). Generally, a third-party beneficiary takes subject to any defense arising from the contract that is assertible against the promisee, including the statute of limitations. *Gibbs v. Giles*, 96 Nev. 243, 246-47, 607 P.2d 118, 120 (1980)[8]; citing e. g., *Skylawn v. Superior Court*, 88 Cal.App.3d 316, 151 Cal.Rptr. 793 (1979); *Bogart v. George K. Porter Co.*, 193 Cal. 197, 223 P. 959 (1924); 4 Corbin on Contracts s 820 (1951); 2 Williston on Contracts s 394 (3d ed. 1959).

Under these circumstances and according to Nevada law, Nanyah was a third party beneficiary. The agreements clearly intended to benefit Nanyah, reliance was certainly foreseeable and Nanyah is entitled to the same benefit of the statute of limitations as Go Global, Mr. Huerta or The Rogich Trust; all as indicated by the above Nevada case law. As Defendants have failed to conduct any reasonable analysis based on the relevant case law, Nanyah should be awarded its $1,500,000.00 from Eldorado.

3. Defendants Have Failed to Oppose Plaintiffs' Request that the Counterclaim Be Dismissed By, Again, Failing To Address Any Key Facts or Conducting Any Legal Analysis.

---

[8] *Gibbs* was superseded by statute on other grounds not relative to the point that that the statute of limitations for a third-party beneficiary shares the same statute of limitations with the party with whom it is directly associated with in the contract. *See State of Washington v. Bagley*, 114 Nev. 788, 963 P.2d 498 (1998) (holding that unpaid child support payments accruing within past six-year period were subject to enforcement).

Defendants' opposition to the request to dismiss the counterclaim consists of two sentences which assert that it is not a claim for contribution (Opposition, p. 9:24-27). The lone paragraph of the counterclaim, which identifies any legal theory, is in paragraph three and states the following:

> Therefore, under general equitable principles and rules of law governing this action, Eldorado is entitled to indemnity from Counterdefendants if it is determined for any reason that Eldorado has been unjustly enriched to any extent, including reasonable attorney's fees and costs.

Id.

Defendants have not undertaken any effort to analyze how Mr. Huerta would be liable to Eldorado, when all the members signed two separate agreements saying that he would be indemnified and not subject to contribution, especially in light of Mr. Rogich's and Mrs. Olivas' testimonies stating that the trust or Mr. Rogich would be liable.

Additionally, Defendants' argument amounts to nothing more than an argument of semantics, which is unavailing, as the terms of contribution and indemnity are synonymous. Black's Law Dictionary (9th ed. 2009) defines contribution as "The actual payment by a joint tortfeasor of a proportionate share of what is due. Cf. indemnity." CONTRIBUTION, Black's Law Dictionary (9th ed. 2009). This precisely coincides with the aforementioned third paragraph in the Defendant's counterclaim. However, Defendants also fail to mention the last sentence in the counter-motion which states "Plaintiffs request that summary judgment be entered in favor of Nanyah Vegas, LLC on its claims for recovery of the $1,500,000 and Carlos Huerta as to Defendants' counterclaim for **indemnity** and contribution." Counter-Motion, p. 17:6-8 [Emphasis added]. Thus, even assuming the semantics argument has merit, it is in error because contribution and indemnity are synonymous and indemnity was mentioned previously but overlooked by the Defendants. As this is the sole argument levied against the dismissal of the counterclaim, the counterclaim cannot stand and must be dismissed.

III.

CONCLUSION

WHEREFORE, based on the foregoing, Plaintiffs respectfully request that Defendants' Motion for Partial Summary Judgment be denied and for the reasons stated herein, Plaintiffs request that summary judgment be entered in favor of Nanyah on its claims for recovery of the $1,500,000 and Carlos Huerta as to Defendants' counterclaim for indemnity and contribution.

DATED this 8th day of September, 2014.

McDONALD LAW OFFICES, PLLC

By: /s/ Brandon B. McDonald
Brandon B. McDonald, Esq.
Nevada Bar No.: 11206
2505 Anthem Village Drive, Ste. E-474
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Attorneys for Plaintiffs

EXHIBIT I

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, vs. 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

DEPOSITION OF SIG ROGICH

Taken on Thursday, August 21, 2014

At 10:05 a.m.

At 2850 West Horizon Ridge Parkway

Henderson, Nevada

Reported by: Wendy Sara Honable, CCR No. 875
Nevada CSR No. 875
California CSR No. 13186
Washington CCR No. 2267
Utah CCR No. 7357039-7801
Job No. 10632

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Also Present:

Melissa Olivas
Carlos Huerta

<<<<<< >>>>>>

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EXAMINATION BY:	PAGE NO.
MR. McDONALD	4

<<<<<< >>>>>>

EXHIBIT INDEX

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2	Purchase Agreement dated 10/31/08; 4 pages	50
3	Membership Interest Purchase Agreement dated 10/30/08; 23 pages EH000017 - 39	79
4	Letter to Martinovich from Rogich dated 2/29/08; 2 pages CH00085 - 86	116

<<<<<< >>>>>>

closed it.

Q. So during that period of time, the FDIC took over?

A. Yes.

Q. And there was a concern that they would no longer loan the money?

A. It was not a concern. We were told they were not going to loan the money.

Q. Okay. So this was directly from the FDIC who told you?

A. Yes.

Q. Okay. So what would lead from this concern into Carlos or Go Global's interest being bought out of the property?

A. Well, I found Mr. Eliades, who agreed to invest in the property, and he made it very clear he didn't want any other partners.

Q. Did he say why he didn't want any other partners?

A. He just -- exactly that: No partners.

Q. Did he have any understanding of who the other partners were?

A. He knew that Mr. Huerta was a part of it. He knew there were some other minor entities, but he didn't know who they were, but he said no partners.

claimants, per se, other than Mr. Huerta, if we received any distribution of money.

Q. So your understanding was that these claimants were also to be paid out of distributions from the company?

MR. LIONEL: Objection, Counsel. The agreement sets forth the obligations.

MR. MCDONALD: Right, but I'm asking him what his understanding is, and I'm entitled to that.

THE WITNESS: I have the same understanding.

BY MR. MCDONALD:

Q. Can you turn to Page 4 of the document?

About three-fourths of the way down the first paragraph, in here, it says, "Seller" -- and when we're referring to seller, it's Carlos Huerta -- "Seller, however, will not be responsible to pay the Exhibit A Claimants their percentage or debt.

"This will be Buyer's obligation, moving forward, and Buyer will also make sure that any ongoing company bills" -- and then there's a list of bills -- "will not be Seller's obligation from the date of closing with Pete and" --

A. Al.

Q. -- is that Al?

Who is Al?

A. Al Flangas was initially going to be a partner in this entity.

Q. So was Al Flangas going to be a partner before Pete decided that he didn't want any partners?

A. No. When the three of us -- Pete brought Al in as part of the initial group. He didn't want any more partners --

Q. Did you know --

A. -- and then -- I knew Al, and then Pete determined that Al would not be a partner.

Q. When did he determine that?

A. Before we finalized the formal agreement between the three of us, something to that effect.

Q. Okay. So I'm sorry. I got a little bit off with the Al Flangas deal.

Going back to that sentence that I just read or those couple of sentences, what was your understanding of that agreement?

A. That there may be -- that we may be subject to some claims, and I would address them if we were.

Q. Did you agree that the seller would not

myself out of -- just to help them get their money back.

Q. So you paid out some of the claimants, but not Nanyah Vegas or Antonio Nevada; is that correct?

A. Antonio Nevada, we went to court with and the court determined we did not owe them any money.

Q. But -- so my question was: You didn't pay either of these claimants?

A. No.

Q. Okay. Do you believe that Mr. Huerta is responsible for any of these claims?

A. I don't know. I didn't -- he received the money. He took the money, so you'll have to ask him.

Q. Do you have any documentation showing or stating that Mr. Huerta should be responsible for these claims?

A. All I know is the times he took the money, he received the money, put the money into, I think, a money market and wrote himself a consulting fee for the amount of the money and then wrote a check after that, so I don't know what he did with all the money that he took.

Q. Was Mr. Woloson -- who is Mr. Woloson?

EXAMINATION (Continuing)

BY MR. MCDONALD:

Q. Mr. Rogich, you indicated that you believe that the purchase agreement was signed under some type of duress.

Do you know that your employee, Ms. Olivas, was reviewing the purchase agreement prior to the date of execution?

A. Well, there were probably five or six purchase agreements that kept going back and forth, and we didn't get the final one until the very end.

Q. Okay. So there were several iterations of the purchase agreement that were reviewed by your attorney, correct?

A. Yes.

Q. Okay. Do you know if your attorney made changes to those documents?

A. I don't know for sure, but he probably did, but he expressed confusion in the correspondence with us at the very end.

Q. Did he instruct you not to sign the purchase agreement?

MR. LIONEL: Objection. Attorney client.

BY MR. MCDONALD:

Q. You signed the purchase agreement,

correct?

A. Yes.

Q. Who brought Mr. Eliades to the Eldorado Hills deal?

A. Chris Cole brought it up with him as a -- first as a minority investor, and then he took him to the property.

And Mr. Eliades and Chris came back to my office -- I'm not sure if it was the same day or the next day -- and Mr. Eliades determined he would invest and wanted it all.

Q. Did he say how much he would invest?

A. No. I think it was $6 million, then, at that particular time, but I'm not certain.

Q. Do you know if that's how much he ended up investing when he bought out the -- his share?

A. Well, at the end of everything, I think he probably invested more than $20 million into the property.

Q. When you say "at the end of everything," you're talking up until you left the --

A. Yes.

Q. -- the deal --

A. Yes.

Q. -- in 2012?

Q. Do you ever recall seeing that name or setting up that entity?
A. No.
Q. Are you familiar with a company named Canamex Nevada, LLC?
A. Yes.
Q. Tell me how you know of that company.
A. It was Carlos' company.
Q. What's your understanding of that company, if you have any?
A. Only that that's Carlos' company.
Q. Do you know what purpose it was set up for?
A. I don't know. You would have to ask Mr. Huerta.
Q. Do you know if there were any business dealings between Eldorado Hills and Canamex Nevada?
A. Well, we received money from Canamex.
Q. And how much money was that?
A. I don't recall.
Q. Do you recall what the money was received for?
A. His investment in Eldorado.
Q. So Eldorado Hills received funds from Canamex for the investment; is that what you're

saying?

A. Yes.

Q. You stated earlier that you repaid Eric Rietz for monies that he invested in Eldorado Hills.

Do you recall that?

A. Yes.

Q. Was that $20,000?

A. I don't recall.

Q. Okay. You said that you repaid Craig Dunlap for funds that were invested in the company as well?

MR. LIONEL: Objection. That's not what he said. I don't care about Mr. Huerta's head going up and down.

(Exhibit No. 2 marked for identification.)

THE WITNESS: (Examining documents.)

Okay.

BY MR. MCDONALD:

Q. Do you recognize this document?

A. Vaguely.

Q. Can you turn to the second to the last page?

A. Okay.

pocket in actual cash in my transaction with him.

Q. What entity loaned the funds to Mr. Eliades?

Was it you personally or the trust?

A. I'm sorry?

Q. Who loaned the funds to Eldorado Hills?

A. Mr. Eliades paid for it with cash.

Q. No. But I'm saying the 200,000 and the --

A. Oh, it came out of my company.

Q. Which company?

A. Rogich Communications Group. It came from me personally.

Q. So your contention is that you weren't paid back the full amount of the loan with the property that was given to you?

A. It wasn't a loan. It was money I put in, and I wanted it back. The company, by the way, was Imitations, I think. Limitations or Imitations, LLC.

Q. The company that received the land?

A. Yes, uh-huh. I believe that's what it's called.

Q. In your responses to our interrogatories, I think there's a few entities that you failed to

million?

A. I believe so.

Q. So Al dropped out, and then Pete took that portion of the interest?

Is that how it worked?

A. He took that portion and asked me how much I would want of that portion.

Q. And what did you say?

A. I told him that I would be satisfied with 40 percent, total.

Q. Were these discussions taking place around the same time as Carlos' buyout?

A. Carlos' buyout?

Q. In October of 2008 when you bought out Carlos' interests.

A. Probably. A reasonable amount of time in there, yes.

Q. I'm going to have you turn to Exhibit D. It's the last page, Page 23.

A. Okay.

Q. Is that your initial at the bottom?

A. Yes.

Q. Now, I'm going to read this. This is a Qualification of Representations of Seller, and the seller in the document is listed as the Rogich

Family Irrevocable Trust.

Do you disagree with that? It's on the front page, at the top.

A. That's what it says, yes.

Q. Okay. The first sentence of that says, "Seller confirms that certain amounts have been advanced to or on behalf of the Company by certain third parties, as referenced in Section 8 of the Agreement."

Do you see that?

A. Yes.

Q. And then below that, if you move down, it says, "Regardless of whether the amounts are so converted, Seller shall defend, indemnify, and hold harmless the Company and its members for any claims by the parties listed below, and any other party claiming interest in the Company as a result of transactions prior to the date of this Agreement against the Company or its Members."

A. Yes.

Q. And then below that is the same list of entities that's listed in the other purchase agreement?

A. Yes.

Q. Okay. Do you recall reviewing this

document?

A. Somewhat.

Q. And you signed it?

A. Yes.

Q. Did you agree to the terms of this agreement?

A. Yes.

Q. Do you have a general idea of how much you had put into Eldorado Hills prior to forfeiting your interest?

MR. LIONEL: Objection to forfeiting.

BY MR. MCDONALD:

Q. Surrendering, forfeiting, giving up your interest; however you want to classify it.

A. Probably 2.6 or 7 million dollars.

Q. $2.6 to $2.7 million?

A. Or --

Q. That's your estimate?

A. -- something like that.

Q. Do you recall how much investment funds, if any, you had provided to Canamex Nevada, LLC?

A. I don't recall. I know my initial investment was about 2.2 million, roughly.

Q. In Canamex or just in Eldorado Hills?

A. Eldorado Hills.

Q. Okay.
A. 2.1 or 2.2 million.
Q. But specifically with regards to Canamex, you don't know how much?
A. No. I don't think I did any in Canamex.
Q. Okay. We have discussed some offers or potential purchasers of the property prior to 2008 and this purchase agreement going down.
Had there been any offers made for purchase of the property after that point?
A. Not to my knowledge.
Q. Had anybody expressed any interest in purchasing the property?
A. I believe some home builders had talked about it.
Q. Which home builders?
A. I don't recall.
Q. We have already mentioned Imitations, LLC, as the company that holds the property that you received from Mr. Eliades?
A. Yes.
Q. I guess, tell me what you know about that company.
A. It holds one piece of property.
Q. Did you acquire this company from

Mr. Eliades?

A. I think that was part of the settlement. He gave it to me.

Q. He just gave you the company that held the property?

A. Yes.

Q. Did you have discussions with Mr. Eliades about surrendering your interest in Eldorado Hills in exchange for the property?

A. Well, I -- he asked -- I surrendered the property, but I told him I wanted my -- the money, actual cash, I put in it after he and I formed our partnership.

Q. How soon after you surrendered your interest did you receive the property?

A. I think it was simultaneous. When he received it, I received it.

Q. So these were all part of the negotiations for you to surrender your interest?

A. Yes.

Q. Did you agree to indemnify Teld, LLC, for potential claimants on this property?

A. I don't recall. I don't recall.

Q. Would that have been part of your deal to receive the property from Mr. Eliades?

A. Not -- I don't know.

Q. Are there any agreements or documents evidencing your agreement with Mr. Eliades to surrender your interest in the company?

A. Yes.

Q. Is the property that you received mentioned in those documents?

A. I don't know, but I believe so.

Q. Do you know what the estimated value of that property is today?

MR. LIONEL: It's been asked and answered.

THE WITNESS: Yes. You asked that earlier.

BY MR. MCDONALD:

Q. You said at the time you received it, it was worth approximately 400,000. I'm asking about the value today.

Do you have any understanding of its value?

A. I think it's pretty close to the same.

Q. Do you know how much Pete paid for the property?

A. He, as part of assistance to get us out of trouble with another business deal, I think put

over $2 million in the property.

Q. Can you describe that to me?

Tell me a little more detail about what you just said. He's assisting you with trouble on another deal or something?

A. Mr. Huerta and I were partners in a building development on I-15 that incorporated about six and a half acres of land, I believe, and I found that we were losing the property to the bank.

We were negotiating with City National Bank, and as part of the deal, I found buyers to put in -- I don't know -- approximately $4 million.

And I asked Mr. Eliades for assistance, because the bank wanted $6 million to get out of it, so he bought a piece of property that was -- that had -- he took that -- he gave the 2 million to the bank, and that's all he took in interest was the property, even though it was worth far less than he put in.

Q. He paid $2 million to the bank for that parcel?

A. No. I don't know if he paid it to the bank, per se. He gave them -- he gave the 2 million, and that was all we could give in terms of any equity or -- that's not the word I'm looking

another corporation name or LLC name or that one.

Q. Were you a member with him in Realized Gains?

A. I don't recall.

Q. Do you recall if the property owned by Realized Gains was sold to Imitations, LLC?

A. No.

Q. Do you recall -- do you know of a company named Western Skies Holdings?

A. Yes.

Q. And what is that company?

A. That's the company that owns the buildings.

Q. Do you recall if the property owned by Realized Gains was subject to a short-sale agreement?

A. I don't recall.

Q. Is there a mortgage obligation on that property owned by Imitations, LLC?

A. No.

Q. It's owned free and clear?

A. Yes.

Q. So Mr. Eliades received it from the bank free and clear, correct?

A. Yes.

A. Yes.
Q. -- or a member of the company that owned it?
A. Yes.
Q. So, eventually, the land was all sold by the bank -- is that correct? -- to satisfy the debt that was owed on it?
A. I don't recall the details of it. It was $16 million, I believe, in the debt, the total debt. We had personal guarantees against it. The bank agreed to settle that for 6 million, and I went out and found the 6 million, two of which -- approximately two of which was Mr. Eliades'.
Q. And he paid 2 million for the parcel of land?
A. It turned out that way, but that's the only thing we gave him in return, even though the land was not worth $2.1 million. He did it to help me.
Q. What makes you believe that the land was not worth 2.1 million?
A. Well, I knew the land was not worth 2.1 million.
Q. Did you get an appraisal on it?
A. No, but we knew. You know, we didn't pay

that much for the whole parcel.

Q. How much land did the whole parcel consist of?

How many acres was it?

A. As I said earlier, I think six and a half or seven, something like that.

Q. Acres? Six and a half to seven acres?

A. Yes.

Q. And how much of that land did Mr. Eliades get out of the deal?

A. A little more than two acres. Might be 2.2 acres.

Q. At what point did you buy the -- you said that you bought the property for around 6 million?

Is that what you said originally?

A. I can't recall. Mr. Huerta would know more about that, what the price was for the real estate.

Q. Do you recall when it was bought?

A. I don't know, exactly, the dates.

Q. Okay. Was it around the same time as the Eldorado Hills deal was going through?

A. It wasn't too far from that.

Q. In the, like, '05-'06 range?

A. I think '06-'07, I think.

EXHIBIT J

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,

vs.

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.

ELDORADO HILLS, LLC, a Nevada Limited liability company,

Defendant/Counterclaimants

vs.

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,

Plaintiffs/Counterdefendants

Case No.
A-13-686303-C

DEPOSITION OF:
MELISSA OLIVAS

August 27, 2014

Reported by: Marilyn Speciale, CRR, RPR, CCR #749

DEPOSITION OF MELISSA OLIVAS - INDIVIDUALLY AND AS PERSON MOST KNOWLEDGEABLE/CUSTODIAN OF RECORDS OF THE ROGICH COMMUNICATIONS GROUP

Taken on Wednesday, August 27, 2014

At 10:03 a.m.

At 2850 West Horizon Ridge Parkway

Suite 200

Henderson, Nevada

Reported by: Marilyn Speciale, CRR, RPR, CCR #749

Job No. 10633

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Also Present:

CARLOS A. HUERTA
SIGMUND ROGICH

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to pull it out, and it's been attached to the other depositions, but we'll attach it to this one as well.

This is Exhibit 1.

(Exhibit 1 was marked.)

BY MR. McDONALD:

Q. All right. Do you recognize that document that was just handed to you?

A. Yes, I do.

Q. That is the purchase agreement that I was just referring to, correct?

A. Yes.

Q. Did you have any involvement in the preparation of this purchase agreement?

A. Yes.

Q. What was your involvement?

A. I worked with our attorney, Ken Woloson, to provide input.

Q. Tell me about Mr. Woloson. How long had he been your attorney or Rogich --

A. Prior to my employment.

Q. Did he represent Rogich Communications Group, or was it Sig personally, or Mr. Rogich, I apologize, was it Mr. Rogich personally or Rogich Communications Group?

A. Do you mean in this situation or at all?

A. Tell -- ask. I asked, "Who is that? I've never even heard of these people."

Q. And what did he tell you?

A. He -- which one?

Q. Nanyah Vegas.

A. Sorry, repeat the question.

Q. What did Mr. Huerta tell you about Nanyah Vegas in response to your question?

A. That they had invested money through Canamex.

Q. And did he tell you how much?

A. I don't recall, but I would guess so.

Q. And what was your response to him?

A. I don't recall.

Q. Okay. I'm just trying to get a general idea of what conversations were held.

A. Yes. I'm sorry, it was so long ago, I don't know.

Q. Did you discuss with Mr. Huerta the $3.36 million claim from Antonio Nevada?

A. Many times.

Q. And what was the content of those discussions?

A. We discussed on a consistent basis what was the true nature of that transaction. We paid them their 3 million back. Did we owe them interest? What did we owe them? Do we owe them equity? What was this?

Q. And did you discuss the same with Mr. Rogich?
A. Yes.
Q. What was the content of those discussions?
A. The same.
Q. Did you make a determination at that time as to what the nature of the claim was?
A. Potential claimants.
Q. So you just decided, "Well, they're potential claimants. We'll just deal with it"?
A. I didn't decide that. We were under an extreme time crunch, and when you have a completely circular discussion with no result and you need to get a higher priority project done, that gets listed as a potential claimant, and you move forward.
Q. What was your understanding of who was to pay these potential claimants after this agreement was stricken?
A. As the agreement says, they would -- that the seller, being Carlos, would help negotiate whatever needed to happen with these people, entities.
Q. And who would end up paying the --
A. Their potential claimants.
Q. Right. If they were to be paid, who would end up paying them?
A. The trust or Sig would be responsible if it

was determined that they were to be paid.

Q. Do you recall which of these entities were paid?

A. Antonio Nevada received $3 million.

Q. Do you know if The Ray Family Trust was paid?

A. Ray Family Trust maintains their interest in Eldorado Hills, LLC.

Q. What about Eddyline Investments?

A. They maintain their interest as well.

Q. Did they receive any payment?

A. Not that I know of.

Q. What about Nanyah?

A. No.

Q. Was there ever discussion held with you and Mr. Rogich that Nanyah would not be paid?

A. Yes.

Q. And tell me about the contents of that discussion.

A. Nanyah was a questionable item to begin with because neither of us knew who they were. So once it was determined that their money -- once we were able to open the QuickBooks and it was determined that the 1.5 million was invested in Canamex, then that -- and that money was then transferred to Eldorado and then Carlos got it as a consulting fee, it was only in Eldorado for

Q. Did Mr. Rogich review each of the drafts?
A. Yes.
Q. And --
A. I'm not sure he reviewed each of them, no.
Q. Did he review the final draft?
A. Yes.
Q. Were you there when the agreements were signed?
A. I don't recall.
Q. Do you recall if Mr. Rogich disputed anything in this agreement?
A. I don't recall.
Q. But he did eventually sign it?
A. Yes.
Q. Was that upon your advice?
A. I'm sure it was upon my advice and upon the advice of Ken Woloson.
Q. I was going to ask that next. Mr. Woloson advised him, as well, to sign it?
MR. LIONEL: Objection, lawyer/client.
May I have the answer, the question and the answer?
MR. McDONALD: I don't think there was an answer.
(Whereupon, the requested portion of the

reduction in Sig's ownership interest?

A. No. I believe the K-1s always remained close to the same.

Q. Going back to the Exhibit A on the purchase agreement, Page 10, do you -- sorry, I'll wait till you get there.

A. I'm there.

Q. Do you have any reason to dispute that Nanyah Vegas contributed $1.5 million through Canamex Nevada, LLC?

A. Did they put money into Canamex? Yes.

Q. Did the money go into Eldorado Hills?

A. Yes.

Q. I'm going to hand you -- well, I'm going to have marked as Exhibit 3 an e-mail -- you can put that away -- Exhibit 3.

(Exhibit 3 was marked.)

MR. LIONEL: May I have the last question read back, the prior question.

(Whereupon, the requested portion of the record was read by the reporter.)

BY MR. McDONALD:

Q. I've handed you, or Madam Court Reporter has handed you an e-mail document that's been marked as Exhibit 3. Do you recognize this?

Q. At the time in 2008?

A. Yes.

Q. Okay. Do you recall if any action was taken to buy out other investors in Eldorado Hills in 2008 other than Carlos?

A. Craig Dunlap and Eric Rietz.

Q. Did you review any agreement involving the buyout of Eric Rietz and Craig Dunlap?

A. Yes.

Q. I'm going to hand you -- I don't know what exhibit we're on.

THE REPORTER: We're on 4.

MR. McDONALD: I'll have this marked as Exhibit 4.

(Exhibit 4 was marked.)

BY MR. McDONALD:

Q. Do you recognize this document?

A. Yes.

Q. Can you tell me what it is?

A. It's a purchase agreement for Eric.

Q. Eric Rietz?

A. Yes.

Q. And it's executed October 31st, 2008?

A. Yes.

MR. LIONEL: Counsel, you're looking at that,

Q. When did that conversation take place when Vallee Swan called to discuss the additional moneys that were owed?

A. I don't remember that.

Q. Did she say Pete put in $7 million into the property?

A. 7 million wasn't the number at the time.

Q. Do you recall what the number was?

A. I don't, but she had the detail, and I reviewed it for about -- probably about 40 hours of me and other people's time to go through all these transactions that he had booked on his books without -- because he got sick of dealing with me, and so he just went ahead and did it, and he didn't classify any of it.

So we had to go through every single transaction, me, the maintenance guys, the security guy, anybody that might know what all that stuff was.

Q. Were these documents sent to you in QuickBooks format?

A. No. There were a lot. I had to go to the office and physically look through every receipt, every backup for every check, 40 hours at least.

Q. So shoebox method?

A. Yes.

Q. The initial $6 million that Pete invested, did

it all go to the FDIC, or did a portion of it go elsewhere?

A. A million dollars of it was paid to Sig's trust for -- I don't remember the details of that. It had to do with the interest and the shares and how you got him to the 60 percent.

Q. This was to get Pete to his 60 percent ownership?

A. Right, because Carlos didn't have 60 percent to sell, and at the time, it was more than 60 percent. It was two-thirds. So, sorry, not to get him to the 60 percent, to get him to the two-thirds.

Q. 66 or so?

A. Yes.

MR. McDONALD: Okay. I think that's it. I don't have any other questions.

Sam?

MR. LIONEL: I have none.

MR. McDONALD: Okay. Thank you for your time today. I know it hasn't been fun.

We'll go off the record.

(Whereupon, the deposition was concluded at 3:02 p.m.)

Exhibit A – 11

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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

Date: September 11, 2014
Time: 10:30 a.m.

ERRATA

ERRATA

Defendants ELDORADO HILLS, LLC ("Eldorado") hereby files its errata to its Reply to Opposition to Motion for Partial Summary Judgment with respect to the following:

1. Eldorado Hills submitted Reply to Opposition to Motion for Partial Summary Judgment to the Court on September 2, 2014 and it has come to our attention that Page 10 of 11

did not properly transmit and was not included in the original filing. Attached hereto is the document in its entirety.

DATED this 10th day of September, 2014.

LIONEL SAWYER & COLLINS

By: _____
Samuel S. Lionel
Attorneys for Defendant
Eldorado Hills, LLC

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CERTIFICATE OF SERVICE

Pursuant to Nevada Rule of Civil Procedure 5(b), I hereby certify that I am an employee of LIONEL SAWYER & COLLINS and that on this 10th day of September, 2014, I caused the document DEFENDANTS' REPLY TO PLAINTIFF'S OPPOSITION TO MOTION FOR PARTIAL SUMMARY JUDGMENT to be served as follows:

[X] by depositing same for mailing in the United States Mail, in a sealed envelope addressed to:

Brandon B. McDonald, Esq.
McDonald Law Offices, PLLC
2505 Anthem Village Drive
Suite E-474
Henderson, Nevada 89052

Attorneys for Plaintiffs

[ ] pursuant to Nev. R. Civ. P. 5(b)(2)(D) to be sent via facsimile as indicated:

[ ] to be hand delivered to:

and/or

[ ] by the Court's ECF System through Wiznet.

[X] by electronic service to:

brandon@mcdonaldlawyers.com

Felicia Darensbourg
An employee of Lionel Sawyer & Collins

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Plaintiffs,

v.

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Defendants.

AND RELATED CLAIMS

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

Date: September 11, 2014
Time: 10:30 a.m.

REPLY TO OPPOSITION TO MOTION FOR PARTIAL SUMMARY JUDGMENT

Eldorado sets forth its Reply to Plaintiff's Opposition and Opposition to Plaintiffs' Counter-Motion.

PRELIMINARY STATEMENT

This motion concerns Nanyah's unjust enrichment claim against Eldorado. It is not a claim against the Rogich Irrevocable Trust or Mr. Rogich. Nanyah's claim has nothing to do with any agreement entered into by The Rogich Trust, Go Global, Mr. Huerta or the Flangas Revocable Trust. There is only one claimant — Nanyah, and only one Defendant— Eldorado. Plaintiffs totally ignore the fact that Eldorado is the sole defendant with respect to Nanyah's claim and with consistent egregious misrepresentations of its evidence attempts to attribute such evidence to Eldorado.

At the beginning of its Opposition, Plaintiffs state: "Defendants fail to indicate that there are numerous written admissions in which they conceded by agreement that Nanyah Vegas, LLC had paid Eldorado Hills, LLC. $1,500,000. These written memorializations were the parties' understanding until Sig Rogich stated in late 2012 that he would not honor the investments/debts owed in a lawsuit brought by another party." Opp. at 2:1-5.

There is no admission by Eldorado that Nanyah had paid it $1,500,000 or any sum. There is no evidence that Sig Rogich stated he would not honor any investments or debts "owed in a lawsuit brought by another party." Eldorado has stated as an undisputed material fact "[t]here is no evidence Nanyah ever invested anything in Eldorado." Motion at 2:8. Plaintiffs have not even attempted to show that Nanyah invested anything in Eldorado. Instead, they have repeatedly referred to exhibits to two agreements that Eldorado is not a party and which show Nanyah as a "Potential Claimant" against The Rogich Trust, not Eldorado.[1]

[1] Eldorado has stated in its Undisputed Material Facts that "There is no evidence that Nanyah ever had any dealings with Eldorado." Motion at 2:9. Plaintiffs' have not even attempted to rebut that statement.

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THE HUERTA DECLARATION

The only facts offered by Nanyah are contained in Mr. Huerta's Declaration, Plaintiffs' Exhibit A, almost all of which are repeated in Plaintiffs' Points and Authorities. Opp. at 2:18-7:13. Eldorado's counsel believes it will be helpful to the Court to first discuss the Huerta Declaration.

Paragraph 1 and 2 refer to parties.

Paragraph 3 refers to Plaintiffs' Exhibit C, an Agreement to Lend Capital, by the terms of which Huerta's company would loan Eldorado $125,000, which would be repaid with 22% interest and have repayment priority. The Agreement is dated April 24, 2008, more than 4 years before this action was filed in 2013. Nanyah's alleged investment was in 2006 and 2007. Amended Complaint. ¶ 15. Except that Huerta refers to the Agreement in his paragraph 4, the Agreement is not otherwise referred to and is irrelevant.

Paragraph 4 again refers to Exhibit C, which states Mr. Huerta or Go Global in 2008 loaned $1,500,000 to Eldorado so that Eldorado "could retain the real property," citing the Agreement to Lend Capital which only provides for a loan of $125,000. There is no evidence cited for the purported loan of $1,500,000.

Paragraph 5 of Huerta's Declaration states that in 2008 Mr. Rogich had begun discussions with an unnamed investor who would take the place of Go global and Huerta and some investors would be repaid amounts provided to Eldorado. There is no evidence that Eldorado would repay anyone any amounts provided to it.

Paragraph 6 states that on October 30, 2008, Huerta, Go Global and Mr. Rogich entered into the Purchase Agreement which is Plaintiff's Exhibit D. Eldorado is <u>not</u> a party to the Agreement.

Paragraph 7 states the debt set forth in the Purchase Agreement would be paid from future Eldorado distributions. Nothing in the Agreement, to which Eldorado was not a party, stated that Eldorado had to make any payments or distributions.

Paragraph 8 refers to Exhibit A to the Purchase Agreement which states that "Nanyah

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Vegas, LLC (through Canamex Nevada, LLC) was one of four Potential Claimants." There is no explanation of that language nor even of the reference to Canamex of Nevada. Recital A of the Purchase Agreement states the Sellers' (Mr. Huerta and Go Global) interest "may be subject to certain potential claims of those entities set forth and attached hereto as Exhibit A."

Paragraph 9 states that Plaintiffs responded to a production request by providing documents Mr. Huerta refers to in subsequent paragraphs of his Declaration. Footnote 1 to paragraph 9 states that PLTFS0031-33 is a copy of an Eldorado bank statement showing a deposit into Eldorado's bank account. That Exhibit is Eldorado's Exhibit E. It shows that on December 7, 2007 $1,500,000 was deposited into Eldorado's account, 3 days later $1,450,000 was transferred to Eldorado's money market account and 4 days later, $1,420,000 was given by Huerta to his company, Go Global, from that account as a consulting fee. See Eldorado's Exhibit's F, G and H and Huerta's testimony. (Depo 4/30/14 at 87:16-88:20).

Paragraph 10 refers to Exhibit E, a Membership Interest Purchase Agreement dated October 30, 2008. and states that "[t]he Rogich Irrevocable Trust or the 'Seller' made certain representations in specific regard to the moneys owed to Nanyah Vegas, LLC and others." The Agreement concerns the purchase of an Eldorado membership interest by the Flangas Trust and Exhibit D to that Agreement lists the "Potential Claimants" of the Purchase Agreement. It also provides that The Rogich Trust, the Seller of the interest to the Flangas Trust shall defend, indemnify and hold harmless Eldorado and its members from any claims by such Claimants." Eldorado is <u>not</u> a party to the Agreement.

Paragraph 11 contains Plaintiffs' continued irrelevant unsupported claims that Mr. Rogich and his Trust owed $1,500,000 to Nanyah. Plaintiffs just ignores the fact that Nanyah's unjust enrichment claim is against Eldorado only and whether there is any basis for anyone owing anything to Nanyah is totally irrelevant.

Paragraph 12 refers to certain documents in Exhibit E. Including an undated one page document alleged to be "notes from a phone conversation on October 24, 2006." Who's notes, who were the speakers on the telephone and what is the foundation for the content of the

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document is not stated. NRCP 56 (e)'s requirement that opposing affidavits "shall set forth facts as would be admissible in evidence" and that "[s]worn or certified copies all papers or parts thereof referred to in an affidavit shall be attached thereto or served therewith" preclude consideration of the clearly inadmissible and irrelevant document.

Paragraph 13 is a broad conclusion that in October 2008, Huerta, Rogich and Eldorado were "working on repaying persons and entities that had provided funds to Eldorado either through Canamex or to Eldorado directly". There is no evidence to support the quote. This foundationless irrelevant statement is clearly not admissible.

Paragraph 14 states that Eldorado repaid Eric Reitz and Craig Dunlap, respectively $20,000 and $50,000 in late 2008. Mr. Huerta's statement is false. Eldorado did not repay anything to Reitz or Dunlap. Plaintiffs' Exhibit F Purchase Agreement shows that The Rogich Trust, not Eldorado agreed to pay Dunlap for its Eldorado interest. Eldorado is not a party to that Agreement.

Paragraph 15 states that Eric Reitz and Craig Dunlap were not provided with K-1's for their investments or advancements "as referred to in their own respective Purchase Agreements." That statement is an unclear irrelevancy.

Paragraph 16 states that even after Mr. Huerta and Go Global sold their interest in Eldorado, Huerta assisted Rogich in trying to sell the real property. Another inadmissible irrelevant statement.

Paragraph 17 states that after the sale of Go Global's interest to The Rogich Trust, Mr. Rogich represented he would pay the "Potential Claimants." There is no evidentiary support for that statement. It is irrelevant with respect to Nanyah's claim against Eldorado.

Paragraph 18 states that Mr. Rogich represented in 2012 he conveyed his Eldorado interest to Teld, LLC, he failed to inform Mr. Huerta and Go Global of his intentions to convey his interest and prior to 2012 Plaintiffs had no reason to suspect no repayment. It further states Mr. Rogich provided no evidence subsequent to October 2008, he was not going to honor the obligations in the Purchase Agreement or the Membership Interest Purchase Agreements.

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Nothing required Mr. Rogich to provide such evidence. It is significant that Mr. Harlap, who was the manager of Nanyah, (Ex.1) and wired money to Mr. Huerta's Canamex bank account in 2007, has submitted no affidavit with respect to his alleged investment.

ARGUMENT

Plaintiffs' statement of undisputed facts is almost a verbatim copy of Mr. Huerta's sworn Declaration. Eldorado has demonstrated that Huerta's Declaration has been less than precise with the facts. His attorney has compounded such imprecision.

The first sentence of the Opposition states that "Mr. Rogich and Eldorado continued to represent all the way up to 2012 that Nanyah Vegas would be repaid, and only after representations in 2012 that none of the parties would be repaid did Nanyah suffer damages."

There is no evidence that Mr. Rogich, trustee of The Rogich Trust, represented he would repay the "Potential Claimants." Mr. Huerta's conclusion which appears in paragraph 17 of his Delclaration states the representations were made in "October 2008 through 2012." The Declaration does not state to whom the purported representations were made during each of those five years.

ELDORADO'S ASSERTED UNDISPUTED MATERIAL FACTS HAVE NOT BEEN DISPUTED AND ELDORADO SHOULD BE AWARDED SUMMARY JUDGMENT

In the Motion, Eldorado has set forth assertions of Undisputed Material Facts. Motion at 2:5-21. Included therein are assertions that there is no evidence Nanyah (1) invested anything in Eldorado; (2) had any dealings with Eldorado; (3) ever had an interest in Eldorado; (4) had conferred a benefit on Eldorado; (5) Eldorado has accepted or retained any benefit from Nanyah.

Those fact assertions, if undisputed, would demonstrate that Nanyah has no basis for any claim against Eldorado for unjust enrichment. The assertions were truly a challenge to the Plaintiffs to come forth with facts, if they had any, to dispute them.

Eldorado's assertion that "[t]here is no evidence that Nanyah ever invested anything in Eldorado" is a critical assertion. If no Nanyah investment in Eldorado, Nanyah cannot have a claim. In footnote 3 on page 5 of the motion, Eldorado points out that nearly all of Mr. Harlap's

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$1,500,000 he sent to Huerta's company, Canamex, for investment was appropriated by Huerta and thus Huerta had no Nanyah funds with which to make an Eldorado investment. No other possible source of funds needed to acquire an Eldorado interest for Nanyah is mentioned by Huerta. Not only have Plaintiffs not rebutted the assertion, they have not even attempted to show how Nanyah acquired any purported Eldorado interest.

Also critical are Eldorado's assertions that "[t]here is no evidence Nanyah has conferred a benefit on Eldorado" and "[t]here is no evidence Eldorado has accepted or retained any benefit from Nanyah." Those assertions are directed at the indispensable requirements for a cause of action for unjust enrichment. Certified Fire Protection v. Precision Construction, 128 Nev. Adv. Op. 35, 283 P.3d 250, 257 (2012). Plaintiffs do not rebut the assertions. Their sole response is another misguided attempt to attribute The Rogich Trusts Agreements to Eldorado– "Defendants' attempts to contradict their own writings that Eldorado did not receive a benefit must be ignored under the parol evidence rule. Opp. at 16:9-11. Obviously that does not dispute Eldorado's critical assertions.

The undisputed Eldorado assertions clearly demonstrate that Nanyah does not have a claim against Eldorado and for that reason partial summary judgment should be awarded to Eldorado.

NANYAH'S CLAIM IS BARRED BY THE STATUTE OF LIMITATIONS

The applicable statute of limitation here is NRS 11.190(2) which provides that an action "upon a contract, obligation or liability not founded upon an instrument in writing "must be commenced within four years.

Plaintiffs argue that the statute has not run because Nanyah's cause of action did not accrue until 2012, at which time Mr. Rogich represented the "Potential Claimants" would not be paid. Opp. at 3:12-22. Several Nevada decisions are cited as support. As will be shown, each of the decisions, with one exception, involved Nevada statutes which made the discovery rule with respect to limitations applicable. The sole exception, is Dredge Corporation v. Wells Cargo, Inc.,

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80 Nev 99, 389 P.2d 394 (1964) where there were disputed fact issues that needed resolution before it could be determined that the statute of limitations applied.

Nevada State Bank v. The Jamison Family Partnership, 106 Nev. 792,799, 801 P.2d 1377, 1382 (1990), involved fraud and NRS 11.190(3)(d), the fraud discovery statute was held applicable. The same fraud discovery statute was implicated in Millspaugh v. Millspaugh, 96 Nev. 446, 448, 611 P.2d 201, 202 (1980). Massey v. Litton, 99 Nev. 723, 669 P.2d 248 (1983) and Libby v. The Eighth Judicial District Court, 130 Nev. Adv. Op. 39, 325 P.2d 1276 (2014) are medical malpractice cases which cite NRS 41A.097 (1) which provides for tolling until discovery.

In Soper v. Means, 111, Nev. 1290, 1295, 903 P.2d 222, 225 (1995), where the issue was when a cause of action for breach of contract accrued. The Court held that "the statute began to run as soon as Means knew or should have known of facts constituting breach of contract." Here Nanyah alleges he made an investment in Eldorado but "Nanyah never received an interest in Eldorado while Eldorado retained the $1,500,000." Amended Complaint, ¶ 17. Mr. Harlap, the manager of Nanyah was sophisticated. He invested all over the world. Huerta 4/3/14 at 62:16-25. He surely was aware that Nanyah received no Eldorado interest for its alleged investment in 2006 and 2007. The $1,500,000 investment was the first he had made in Nevada. He told Mr. Huerta "Carlos, you're just going to manage that for me." Huerta 4/30/14 at 62:16-63:2. Huerta was also the manager of Eldorado until October 31, 2008. Huerta 4/3/14 at 11:21-12:6. Huerta knew at all times Nanyah had no interest in Eldorado.

Mr. Huerta testified as follows:

> Q Was Nanyah ever shown as having an interest in it, in Eldorado?
>
> A You many know better than I. But not that I know of.
>
> Q As a matter of fact, in 2007 when you were tax matters partner, and Mr. Ray's interest was shown, nothing was shown there for Nanyah's interest, right?
>
> A Yes.

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Q And you, as tax matters partner, could have provided that, right?

A Could have, yes.

Huerta 4/3/14 at 65:8-18.

Assuming Nanyah invested "$1,500,000 in Eldorado for an interest, but did not receive it, it is a breach and Nanyah would have a cause of action against Eldorado. Surely, Mr. Harlap, who has filed no affidavit was aware or should have been aware no later than 2008, that no Eldorado interest was received. Harlap's stewart, Mr. Huerta, knew that Nanyah had not received an interest in Eldorado. Thus, both Harlap and Huerta knew or should have known by October 31, 2008, when Huerta ceased being a manager of Eldorado, that Eldorado was in breach. That date is more than 4 years before this action was commenced on July 31, 2013.

In October 2008, Nanyah was named as a "Potential Claimant" against the interest of The Rogich Trust. Certainly at that time, at the latest, Nanyah knew it had not received an Eldorado interest for its alleged investment and had a claim against Eldorado. October 2008 is more than 4 years before this action was commenced.

NANYAH IS NOT A THIRD PARTY BENEFICIARY

Plaintiffs argument that Nanyah was a third party beneficiary of the Purchase Agreement and the Membership Interest Purchase Agreement is based on Plaintiffs totally specious position that Eldorado was a party to those Agreements and made purported promises to Potential Claimants. Eldorado was not a party to the Agreements and made no promises. The argument, like others based on the same premise, is meritless.

PLAINTIFFS' COUNTER-MOTION SHOULD BE DENIED

Plaintiffs have counter moved for partial summary judgment "on the claim of Nanyah Vegas, LLC for repayment of the $1,500,000 it allegedly invested into Eldorado Hills, LLC and dismissal of Defendants' Counterclaim for contribution." Opposition at 1:26-2:1. The Counterclaim is by Eldorado only and it is not for contribution.

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Plaintiffs have not set forth a single paragraph in its Opposition with respect to its countermotion. Plaintiffs rely on their repeated references to the exhibits to the Agreements, to which Eldorado is not a party, and which purportedly create an obligation to Nanyah by Eldorado. As shown herein, there is no basis for any Nanyah claim against Eldorado and Plaintiffs have not disputed Eldorado's Undisputed Material Fact assertion that "[t]here is no evidence that Nanyah ever invested anything in Eldorado." That assertion, undisputed by Nanyah, demonstrates that Nanyah's claim and countermotion are without merit.

Huerta and Go Global got Mr. Harlap's money, not Eldorado. Even if this Court grants partial summary judgment in favor of Nanyah, the Counterclaim should not be dismissed until there is a final unappealable judgment in favor of Eldorado.

Dated: September 2, 2014

LIONEL SAWYER & COLLINS

By: /S/ Samuel S. Lionel
Samuel S. Lionel
Attorneys for Defendant
Eldorado Hills, LLC

LIONEL SAWYER
& COLLINS
ATTORNEYS AT LAW
1700 BANK OF AMERICA PLAZA
300 SOUTH FOURTH ST.
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CERTIFICATE OF SERVICE

Pursuant to Nevada Rule of Civil Procedure 5(b), I hereby certify that I am an employee of LIONEL SAWYER & COLLINS and that on this 2nd day of September, 2014, I caused the document DEFENDANTS' REPLY TO PLAINTIFF'S OPPOSITION TO MOTION FOR PARTIAL SUMMARY JUDGMENT to be served as follows:

[X] by depositing same for mailing in the United States Mail, in a sealed envelope addressed to:

Brandon B. McDonald, Esq.
McDonald Law Offices, PLLC
2505 Anthem Village Drive
Suite E-474
Henderson, Nevada 89052

Attorneys for Plaintiffs

[ ] pursuant to Nev. R. Civ. P. 5(b)(2)(D) to be sent via facsimile as indicated:

[ ] to be hand delivered to:

and/or

[ ] by the Court's ECF System through Wiznet.

[X] by electronic service to:

brandon@mcdonaldlawyers.com

Felicia Darensbourg
An employee of Lionel Sawyer & Collins

LIONEL SAWYER & COLLINS
ATTORNEYS AT LAW
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GG001498

EXHIBIT 1

SilverFlume
NEVADA'S BUSINESS PORTAL

NANYAH VEGAS, LLC

New Search | Manage this Business (/businessSearch/manageT7Business?businessEntityNumber=E0834842007-9) | Calculate Fees | Print ()

Business Entity Information			
Status:	Revoked	File Date:	12/07/2007
Type:	Domestic Limited-Liability Company	Entity Number:	E0834842007-0
Qualifying State:	NV	List of Officers Due:	12/31/2009
Managed By:	Managers	Expiration Date:	
Foreign Name:		On Admin Hold:	Yes
NV Business ID:	NV20071462658	Business License Exp:	

Registered Agent Information			
Name:	CARLOS HUERTA	Address 1:	3080 E. POST RD., #110
Address 2:		City:	LAS VEGAS
State:	NV	Zip Code:	89120
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:		Mailing State:	
Mailing Zip Code:			
Agent Type:	Noncommercial Registered Agent		

View all business entities under this registered agent ()

Officers	☐ Include Inactive Officers

Manager - YOAV HARLAP

Address 1:	134 HAESHEL ST	Address 2:	
City:	HERZELIA ISRAEL	State:	XX
Zip Code:	46644	Country:	
Status:	Active	Email:	

Actions\Amendments
Click here to view 5 actions\amendments associated with this company ()

Disclaimer ()

Exhibit A – 12

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CLERK OF THE COURT

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Tel: (702) -383-8884
Fax: (702) 383-8845

Attorneys for Sig Rogich aka Sigmund Rogich as Trustee of The Rogich Family Irrevocable Trust; and Eldorado Hills, LLC, a Nevada limited liability company

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 1-X, and or ROE CORPORATIONS 1-X, inclusive

Defendants

ELDORADO HILLS, LLC, a Nevada limited liability company

Defendant/Counterclaimants

v.

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

Plaintiffs/Counterdefendants

Case No. A-13-686303-C

Department: XXVII

AMENDED ANSWER TO FIRST AMENDED COMPLAINT; AND COUNTERCLAIM

JURY DEMAND

AMENDED ANSWER TO FIRST AMENDED COMPLAINT

Defendants Sig Rogich, as Trustee of The Rogich Family Irrevocable Trust, and Eldorado Hills, LLC, answer the First Amended Complaint as follows:

1. Admit the allegations in Paragraph 1.

2. Allege they are without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 2.

3. Allege they are without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 3.

4. Admit the allegations in Paragraph 4.

5. Admit the allegations in Paragraph 5.

6. Allege they are without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 6.

7. Allege they are without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 7.

8. Admit that the principal asset of Eldorado is real property located in Clark County, Nevada and deny all other allegations in Paragraph 8.

9. Deny the allegations in Paragraph 9.

10. Allege Exhibit 1 speaks for itself and deny any allegation in Paragraph 10 inconsistent therewith.

11. Allege Exhibit 1 speaks for itself and deny any allegation in Paragraph 11 inconsistent therewith.

12. Admit the allegations in the first sentence of Paragraph 12 and deny the allegations in the second sentence of said Paragraph.

13. Deny the allegations in Paragraph 13.

14. Deny the allegations in Paragraph 14.

15. Deny the allegations in Paragraph 15.

16. Admit the allegations in Paragraph 16.

17. Answering Paragraph 17, admit that Ray has an interest in Eldorado, deny any

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alleged representations of Rogich, admit Nanyah never received an interest in Eldorado and deny Eldorado retained the $1,500,000.

18. Deny the allegations in Paragraph 18.

19. Deny the allegations in Paragraph 19.

20. Defendants repeat and reallege their answers to the allegations in Paragraph 1 through Paragraph 19.

21. Allege Exhibit 1 speaks for itself and deny any allegation in Paragraph 21 inconsistent therewith.

22. Deny the allegations in Paragraph 22 and allege that Plaintiffs have failed to perform their duties as set forth in Purchase Agreement.

23. Admit the transfer of Defendant Rogich's interest in Eldorado as alleged in Paragraph 23 and deny the other allegations in said paragraph.

24. Deny the allegations in Paragraph 24 and specifically deny that the alleged representation was made.

25. Deny the allegations in Paragraph 25.

26. Deny the allegations in Paragraph 26 and allege that Defendants have retained attorneys to defend this action and pursuant to Paragraph 6(d) of the Purchase Agreement, and they are entitled to their costs and reasonable attorneys fees for their services herein.

27. Defendants repeat and reallege their answers to the allegations in paragraphs 1 through 26.

28. Allege Exhibit 1 speaks for itself and deny any allegation in Paragraph 28 inconsistent therewith.

29. Deny the allegations in Paragraph 29.

30. Admit the allegations in Paragraph 30.

31. Allege Exhibit 1 speaks for itself and deny any allegations in Paragraph 31 inconsistent therewith.

32. Deny the allegations in Paragraph 32.

33. Deny the allegations in Paragraph 33.

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34. Deny the allegations in Paragraph 34 and allege that Defendants have retained attorneys to defend this action and pursuant to Paragraph 6(d) of the Purchase Agreement, and they are entitled to their costs and reasonable attorneys fees for their services herein.

35. Defendants repeat and reallege their answers to the allegations in Paragraphs 1 through 34.

36. Deny the allegations in Paragraph 36.

37. Deny the allegations in Paragraph 37 and specifically deny the alleged representation was made.

38. Deny the allegations in Paragraph 38 and specifically deny the alleged representations were made.

39. Deny the allegations in Paragraph 39 and specifically deny the alleged representations were made.

40. Deny the allegations in Paragraph 40.

41. Deny the allegations in Paragraph 41 and allege that Defendants have retained attorneys to defend this action and pursuant to Paragraph 6(d) of the Purchase Agreement, and they are entitled to their costs and reasonable attorneys fees for their services herein.

42. There is no paragraph 42.

43. There is no paragraph 43.

44. Defendants repeat and reallege their answers to Paragraph 1 through 41. There are no paragraphs 42 and 43.

45. Allege they are without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 45.

46. Deny the allegations in Paragraph 46.

47. Deny the allegations in Paragraph 47.

48. Admit that Eric Reitz was repaid his investment as alleged in Paragraph 48 and deny the other allegations in said paragraph.

49. Deny the allegations in Paragraph 49.

50. Deny the allegations in Paragraph 50.

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51. Deny the allegations in Paragraph 51.

52. Deny the allegations in Paragraph 52 and allege that Defendants have retained attorneys to defend this action and pursuant to Paragraph 6(d) of The Purchase Agreement, and they are entitled to their costs and reasonable attorney's fees.

AFFIRMATIVE DEFENSES

First Affirmative Defense

The First Amended Complaint fails to state a claim against either Defendant upon which relief can be granted.

Second Affirmative Defense
(Failure to Exhaust)

Plaintiffs have failed to exhaust their contractual remedies.

Third Affirmative Defense
(Misjoinder)

There is a misjoinder of claims.

Fourth Affirmative Defense
(Release)

Plaintiffs have released Defendants from any and all liability to Plaintiffs.

Fifth Affirmative Defense
(Release)

Plaintiffs have released Defendants with respect to any purported representations in connection with the Purchase Agreement.

Sixth Affirmative Defense
(Limitations)

Plaintiffs' purported claims are barred by applicable statutes of limitations,

Seventh Affirmative Defense
(Waiver)

Plaintiffs' purported claims are barred by the doctrine of waiver.

Eighth Affirmative Defense
(Estoppel)

Plaintiffs' purported claims are barred by the doctrine of estoppel.

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Ninth Affirmative Defense
(No Injury)

Plaintiffs' purported claims are barred because Plaintiffs' have not sustained any cognizable injury.

Tenth Affirmative Defense
(Lack of Control)

Plaintiffs' purported claims are barred because of actions not within the control of Defendants.

Eleventh Affirmative Defense
(Good Faith)

Plaintiffs' purported claims are barred because Defendants at all times acted in good faith and did not, directly or indirectly, induce any act or acts constituting a cause of action arising under any law.

Twelfth Affirmative Defense
(Speculative)

Plaintiffs' damage claims are barred because they are speculative in nature and/or not otherwise recoverable under the law.

Thirteenth Affirmative Defense
(Risks)

Plaintiffs' purported claims are barred because Plaintiffs knew or should have known the risks associated with the Purchase Agreement.

Fourteenth Affirmative Defense
(Acquiescence)

Plaintiffs' purported claims are barred because Plaintiffs acquiesced in Defendants' transfer to Teld, LLC.

Fifteenth Affirmative Defense
(No Violation)

Plaintiffs' alleged claims for damages, based on the Purchase Agreement, cannot be regarded as a violation of the implied covenant of good faith and fair dealing.

Sixteenth Affirmative Defense
(No Violation)

Plaintiffs' alleged claims are not violations of the implied covenant of good faith and fair

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dealing.

Seventeenth Affirmative Defense
(Good Faith)

Defendants at all relevant times acted in good faith.

Eighteenth Affirmative Defense
(Fair Dealing)

Defendants at all relevant times dealt fairly.

Nineteenth Affirmative Defense
(No Breach)

Defendants did not breach the implied covenant of good faith and fair dealing.

Twentieth Affirmative Defense
(No Breach)

Defendants did not breach any provision of the Purchase Agreement.

Twenty First Affirmative Defense
(Good Faith Presumptions)

Defendants are entitled to the presumption that they acted in good faith.

Twenty Second Affirmative Defense
(No Malice)

Defendant Rogich's transfer of the Eldorado interests to Teld, LLC was not malicious.

Twenty Third Affirmative Defense
(Good Faith Transfers)

Defendant Rogich's transfer of the Eldorado interests to Teld, LLC was in good faith.

Twenty Fourth Affirmative Defense
(Good Faith Transfers)

Defendant Rogich's transfer of the Eldorado interests did not deliberately contravene the intention and spirit of the Purchase Agreement.

Twenty Fifth Affirmative Defense
(Statute of Frauds)

Plaintiffs' claims are barred by the Statute of Frauds.

Twenty-Sixth Affirmative Defense
(Good Faith Transfers)

Defendant Rogich did not purposefully and/or intentionally transfer the Eldorado interests to Teld, LLC to prevent Plaintiffs from possibly obtaining income in the event Eldorado

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ever made distributions to Rogich.

Twenty-Seventh Affirmative Defense
(Basis for Transfer)

Defendant Rogich had a reasonable basis for transferring the Eldorado interests to TELD, LLC.

Twenty-Eighth Affirmative Defense
(Charter Revocation)

Nanyah Vegas, LLC's and Go Global Inc.'s charters have been revoked and their right to transact business forfeited. Plaintiffs have no right to commence this action or to maintain it.

Twenty-Ninth Affirmative Defense
(Plaintiffs' Conduct)

1. At the time Nanyah Vegas, LLC ("Nanyah") alleges it made a $1,500,000 investment in Eldorado, Plaintiff, Carlos Huerta, an individual, ("Huerta') was a managing member of Eldorado. He was then, upon information and belief, the President and sole shareholder of Go Global, Inc. (a Plaintiff herein sub nomine The Alexander Christopher Trust, its assignee of its interests) ("Go Global"), who was then the manager of Canamex Nevada, LLC ("Canamex").

2. Upon information and belief, Huerta deposited Nanyah's $1,500,000 Investment into a Canamex bank account which Huerta then withdrew and deposited in an Eldorado bank account, withdrew it, and transferred it to an Eldorado money market account, withdrew it and wrote a check for $1,420,000 to Go Global from the account and classified it as a consulting fee.

3. Huerta's and Go Global's conduct was wrongful. Eldorado was not unjustly enriched.

Thirtieth Affirmative Defense
(Res Judicata)

Plaintiffs' purported claims are barred by the doctrine of res judicata / claim preclusion.

Thirty First Affirmative Defense
(Collateral Estoppel)

Plaintiffs' purported claims are barred by the doctrine of collateral estoppel / issue preclusion.

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Thirty Second Affirmative Defense
(Equitable Estoppel)

Plaintiffs' purported claims are barred by the doctrine of equitable estoppel.

Thirty Third Affirmative Defense
(Standing)

Plaintiff Huerta, individually, lacks standing to bring these claims because he did not have a personal interest under the Purchase Agreement.

Thirty Fourth Affirmative Defense
(Non-Assignability)

Plaintiff The Alexander Christopher Trust, as a purported assignee, lacks standing to pursue its claims because the claims are not assignable as a matter of law.

Thirty Fifth Affirmative Defense
(Real Party in Interest)

Plaintiffs Huerta, individually, and The Alexander Christopher Trust are barred from asserting claims and rights under the Purchase Agreement because they are not the real party in interest.

Thirty Sixth Affirmative Defense
(Reserve All Rights)

Defendants hereby reserve and assert all affirmative defenses available under any federal law and under any available state law. Defendants presently have insufficient knowledge or information upon which to form a belief as to whether they may have other, as yet unstated affirmative defenses available. Therefore, Defendants reserve the right to assert additional affirmative defenses in the event that discovery indicates it would be appropriate.

WHEREAS, Defendants demand that the First Amended Complaint be dismissed and reasonable attorneys fees be awarded to Defendants.

***

COUNTERCLAIM

Defendant/Counterclaimant Eldorado Hills, LLC ("Eldorado") for its Counterclaim against Plaintiffs/Counterdefendants Carlos A. Huerta, an individual ("Huerta"), Carlos A. Huerta, as Trustee of the Alexander Christopher Trust, as assignee of interests of Go Global,

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Inc., a Nevada corporation ("Go Global"), alleges as follows:

1. Plaintiff Nanyah Vegas, LLC ("Nanyah") alleges in the Fourth Claim for Relief that Eldorado was unjustly enriched in the amount of $1,500,000 and is entitled to recover this amount together with reasonable attorneys fees and costs.

2. Defendant Eldorado has alleged in the Twenty-Ninth Affirmative Defense that it was not unjustly enriched and Counterclaimants Huerta and Go Global have taken Nanyah's money.

3. Therefore, under general equitable principles and rules of law governing this action, Eldorado is entitled to indemnity from Counterdefendants if it is determined for any reason that Eldorado has been unjustly enriched to any extent, including reasonable attorneys' fees and costs.

WHEREFORE Counterclaimant Eldorado demands equitable relief from Counterdefendants as set forth in the proceeding paragraph.

JURY DEMAND

Defendants hereby demand a trial by jury on all claims and issues so triable.

LIONEL SAWYER & COLLINS

By: _____
Samuel S. Lionel, Nevada Bar No. 1766
300 South Fourth Street, Suite 1700
Las Vegas, Nevada 89101

Attorneys for Defendant/Counterclaimant Eldorado Hills, LLC and Defendant Sigmund Rogich, Trustee of the Rogich Family Irrevocable Trust

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GG001511

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 16th day of September, 2014, I mailed a true and correct copy of the AMENDED ANSWER TO FIRST AMENDED COMPLAINT AND COUNTERCLAIM via U.S. Mail, postage prepaid to the following parties at their last known address:

Brandon McDonald, Esq.
McDonald Law Offices, PLLC
2505 Anthem Village Drive
Suite E-474
Henderson, NV 89052

Attorney for Plaintiffs

An Employee of Lionel Sawyer & Collins

Exhibit A – 13

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CLERK OF THE COURT

ORD
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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.

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.

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7. On November 7, 2012, when Huerta and Go Global sent their letter to the Rogich Trust, Huerta and Go Global were aware that they had a claim against the Rogich Trust.

8. On June 18, 2013, Carlos Huerta filed a Declaration, under oath that stated in paragraph 4 thereof:

"In connection with confirmation of the Plan, I reviewed the Plan (as amended), Disclosure Statement (as amended) and all related exhibits thereto. The statements in those documents are true and accurate..." N/A This Declaration allowed Huerta & Go Global to confirm a Ch. 11 Plan. 7/22/13

10. On July 30, 2013, Huerta and Go Global assigned to the Alexander Christopher Trust "all money, assets or compensation remaining to be paid pursuant to the Purchase Agreement or from any act of recovery seeking to enforce the obligations of the parties thereto. Carlos Huerta and Christine Huerta are the grantors of said Trust and Carlos Huerta is the Trustee of said Trust.

11. On July 31, 2013, Carlos Huerta individually and as Trustee of said Trust filed this action against The Rogich Trust to recover the sum of $2,747,729.50 allegedly due under the Purchase Agreement.

LEGAL DETERMINATION

1. On November 7, 2012, Huerta and Go Global were aware that they had a claim against the Rogich Trust.
2. The said claim was not disclosed in Huerta's and Go Global's First Amended, Second Amended or Third Amended Disclosure Statements.
3. The said claim was not disclosed in Huerta's and Go Global's Plan or their first, second or third Amendments to the Plan.

WHEREFORE IT IS ORDERED that The Rogich Family Irrevocable Trust's Motion for Partial Summary Judgment be, and is hereby granted and the First, Second and Third claims for relief of Carlos A. Huerta, individually and as Trustee of the Alexander Christopher Trust are dismissed.

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AND WHEREAS on October 1, 2014, an Order Granting Partial Summary Judgment dismissing Plaintiff Nanyah Vegas', LLC's Fourth claim for relief was duly entered.

AND WHEREAS all claims for relief alleged in the Amended Complaint have been dismissed.

IT IS HEREBY ORDERED ADJUDGED AND DECREED that the Amended Complaint herein, be, and it is, hereby dismissed.

DATED this 3 day of ~~October~~ November, 2014.

Nancy L Allf
DISTRICT COURT JUDGE

SUBMITTED:
LIONEL SAWYER & COLLINS

By: _____
Samuel S. Lionel
300 S. Fourth Street, #1700
Las Vegas, NV 89101
Attorneys for Defendant

APPROVED
McDonald Law Offices, PLC

By: _____
Brandon McDonald
2505 Anthem Village Dr., Suite E-474
Henderson, NV 89052
Attorney for Plaintiffs

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GG001517

Exhibit A – 14

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CLERK OF THE COURT

NOTC
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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. AND RELATED CLAIMS	Case No. A-13-686303-C Dept. XXVII **NOTICE OF ENTRY OF ORDER**

NOTICE OF ENTRY OF ORDER GRANTING PARTIAL SUMMARY JUDGMENT

//

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//

Notice is hereby given that on November 5, 2014 an Order Granting Partial Summary Judgment was duly entered , a copy of which is attached here as Exhibit A.

Dated: November 6, 2014.

LIONEL SAWYER & COLLINS

By: /s/ Samuel S. Lionel
Samuel S. Lionel, NV Bar #1766
300 South Fourth Street, 17th Floor
Las Vegas, NV 89101
Attorneys for Defendant

CERTIFICATE OF SERVICE

Pursuant to Administrative Order 14-2, the undersigned hereby certifies that a true and correct copy of the **Notice of Entry of Order Granting Partial Summary Judgment** was electronically served on this 6th day of November, 2014 on the following:

Brandon McDonald
McDonald Law Offices, PLCC
2505 Anthem Village Drive, Ste. E-474
Henderson, NV 89052
Brandon@mcdonaldlawyers.com

Attorney for Plaintiff

An Employee of Lionel Sawyer & Collins

EXHIBIT A

Electronically Filed
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CLERK OF THE COURT

ORD
Samuel S. Lionel, NV Bar No. 1766
slionel@lionelsawyer.com
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Telephone: (702) 383-8884
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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.

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.

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7. On November 7, 2012, when Huerta and Go Global sent their letter to the Rogich Trust, Huerta and Go Global were aware that they had a claim against the Rogich Trust.

8. On June 18, 2013, Carlos Huerta filed a Declaration, under oath that stated in paragraph 4 thereof:

"In connection with confirmation of the Plan, I reviewed the Plan (as amended), Disclosure Statement (as amended) and all related exhibits thereto. The statements in those documents are true and accurate..." N/A This Declaration allowed Huerta & Go Global to confirm a Ch. 11 Plan. 7/22/13

10. On July 30, 2013, Huerta and Go Global assigned to the Alexander Christopher Trust "all money, assets or compensation remaining to be paid pursuant to the Purchase Agreement or from any act of recovery seeking to enforce the obligations of the parties thereto. Carlos Huerta and Christine Huerta are the grantors of said Trust and Carlos Huerta is the Trustee of said Trust.

11. On July 31, 2013, Carlos Huerta individually and as Trustee of said Trust filed this action against The Rogich Trust to recover the sum of $2,747,729.50 allegedly due under the Purchase Agreement.

LEGAL DETERMINATION

1. On November 7, 2012, Huerta and Go Global were aware that they had a claim against the Rogich Trust.
2. The said claim was not disclosed in Huerta's and Go Global's First Amended, Second Amended or Third Amended Disclosure Statements.
3. The said claim was not disclosed in Huerta's and Go Global's Plan or their first, second or third Amendments to the Plan.

WHEREFORE IT IS ORDERED that The Rogich Family Irrevocable Trust's Motion for Partial Summary Judgment be, and is hereby granted and the First, Second and Third claims for relief of Carlos A. Huerta, individually and as Trustee of the Alexander Christopher Trust are dismissed.

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AND WHEREAS on October 1, 2014, an Order Granting Partial Summary Judgment dismissing Plaintiff Nanyah Vegas', LLC's Fourth claim for relief was duly entered.

AND WHEREAS all claims for relief alleged in the Amended Complaint have been dismissed.

IT IS HEREBY ORDERED ADJUDGED AND DECREED that the Amended Complaint herein, be, and it is, hereby dismissed.

DATED this 3 day of November, 2014.

Nancy L Allf
DISTRICT COURT JUDGE

SUBMITTED:
LIONEL SAWYER & COLLINS

By : _____
Samuel S. Lionel
300 S. Fourth Street, #1700
Las Vegas, NV 89101
Attorneys for Defendant

APPROVED
McDonald Law Offices, PLC

By: _____
Brandon McDonald
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Henderson, NV 89052
Attorney for Plaintiffs

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AND WHEREAS on October 1, 2014, an Order Granting Partial Summary Judgment dismissing Plaintiff Nanyah Vegas', LLC's Fourth claim for relief was duly entered.

AND WHEREAS all claims for relief alleged in the Amended Complaint have been dismissed.

IT IS HEREBY ORDERED ADJUDGED AND DECREED that the Amended Complaint herein, be, and it is, hereby dismissed.

DATED this ___ day of October, 2014.

DISTRICT COURT JUDGE

SUBMITTED:
LIONEL SAWYER & COLLINS

By: _____
Samuel S. Lionel
300 S. Fourth Street, #1700
Las Vegas, NV 89101
Attorneys for Defendant

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Brandon McDonald
2505 Anthem Village Dr., Suite E-474
Henderson, NV 89052
Attorney for Plaintiffs

Exhibit A – 15

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CLERK OF THE COURT

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Bryan A. Lindsey, Esq.
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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' MOTION FOR RECONSIDERATION OR RELEIF FROM ORDER GRANTING MOTION FOR PARTIAL SUMMARY JUDGMENT**

PLAINTIFFS 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 file their Motion for Reconsideration or Relief from Order Granting Motion for Partial Summary Judgment. This Motion is made and based upon the pleadings and papers on file herein, the following

Memorandum of Points & Authorities, and any oral argument entertained by the Court at the time of the hearing on this matter.

Dated this 22nd day of February, 2016.

SCHWARTZ FLANSBURG PLLC

By: /s/ Samuel A. Schwartz
Samuel A. Schwartz, Esq.
Nevada Bar No. 10985
Bryan A. Lindsey, Esq.
Nevada Bar No. 10662
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6623 Las Vegas Blvd. South, Suite 300
Las Vegas, Nevada 89119
Attorneys for Plaintiffs

NOTICE OF MOTION

You and each of you, will please take notice that the MOTION FOR RECONSIDERATION OR RELIEF FROM ORDER GRANTING PARTIAL SUMMARY JUDGMENT will come on regularly for hearing on the 29 day of March, 2016, at the In Chambers hour of ~~xxx~~, or as soon thereafter as counsel may be heard, in Department XXVII in the above-referenced court.

Dated this 22nd day of February, 2016.

SCHWARTZ FLANSBURG PLLC

By: /s/ Samuel A. Schwartz
Samuel A. Schwartz, Esq.
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Bryan A. Lindsey, Esq.
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Attorneys for Plaintiffs

MEMORANDUM OF POINTS AND AUTHORITIES

Preliminary Statement

1. On November 5, 2014, this Court entered an Order Granting Partial Summary Judgment (the "**Order**") in favor of defendant Sig Rogich aka Sigmund Rogich, as Trustee of The Rogich Family Irrevocable Trust ("**Rogich**"), and entered its findings of fact and conclusions of law therein. See Order Granting Partial Summary Judgment, attached hereto as **Exhibit A**.

2. The Order granted partial summary judgment to Rogich on procedural grounds, namely, because the claims against Rogich were not disclosed in the disclosure statement (as amended, the "**Disclosure Statement**"), in the Plaintiffs' Chapter 11 bankruptcy case pending before the United States Bankruptcy Court for the District of Nevada (the "**Bankruptcy Case**"). As a result, this Court concluded that the creditors of the Plaintiffs in their Bankruptcy Case were never informed there were claims and/or receivables from Rogich to be collected. Consequently, creditors of the Plaintiffs were not fully informed of the Plaintiffs' claims against Rogich when determining whether to accept or reject the Plaintiff's Chapter 11 plan of reorganization (the "**Plan**"). Therefore, this Court granted Rogich's Motion for Partial Summary Judgment and dismissed the Plaintiff's claims.

3. Importantly, however, the Plan provided for payment of claims to the Plaintiffs' creditors in full. In fact, on February 10, 2016, all unsecured creditors of the Plaintiffs were paid in full pursuant to the terms of the Plaintiffs' Plan. See Motion to Close Bankruptcy Cases and Notice of Payment in Full filed in the Bankruptcy Case, attached hereto as **Exhibit B**; see also Declarations of Samuel A. Schwartz and Carlos A. Huerta, attached hereto as **Exhibits C and D**, respectively.

4. Accordingly, the Plaintiffs now bring this Motion for Reconsideration or Relief from Order Granting Partial Summary Judgment. As all of the Plaintiffs' creditors were paid in full under the Plan, the disclosure of the Plaintiffs' claims against Rogich in the Disclosure Statement is irrelevant. In fact, the lack of a discussion of the Plaintiffs' claims did not have any impact on the return to creditors, as they are now paid. Importantly, the Plaintiff's claims (via the Trust) are still timely under Nevada law, and should be vetted on their merits.

5. The Plan provided that creditors would be paid in full, and as of February 10, 2016, creditors in fact, were paid in full. Thus, this Motion should be granted.

Argument

A. Current Procedural Posture and Applicable Standard.

The Partial Summary Judgment Order and the Findings of Fact and Conclusions of Law are a Partial Adjudication Only, and thus are Interlocutory, Not Final.

6. The Court's Partial Summary Judgment Order and related Findings of Fact and Conclusions of Law are only a partial adjudication of this matter, and thus are only an interlocutory, not final decision. See Liberty Mut. Ins. Co. v. Wetzel, 424 U.S. 737, 744 (1976) (holding that orders granting partial summary judgment "are by their terms interlocutory"); Pintlar Corp. v. Fidelity and Cas. Co. of N.Y. (In re Pintlar Corp.), 124 F.3d 1310, 1312 (9th Cir. 1997).

7. Importantly, the Partial Summary Judgment Order only adjudicated Huerta's and Go Global's claims against Rogich (via the trust), and did not decide the rights of the remaining plaintiff, Nanyah Vegas, LLC, and thus is interlocutory. Although the Order indicated that on October 1, 2014, an Order Granting Partial Summary Judgment dismissing Plaintiff Nanyah Vegas, LLC's Fourth claim for relief, such order was reversed and remanded by the Nevada Supreme Court on February 12, 2016. See Order of Reversal and Remand, a copy of which is

attached hereto as **Exhibit E**.

8. As a result of the Partial Summary Judgment Order being interlocutory, the normal post-judgment avenues for relief -- Rules 59(e), 52(b) and/or 60(b) – are not presently available to the Plaintiffs, as those all require entry of a final judgment before such relief is available.[1] As set forth below, however, the Plaintiffs may still seek reconsideration and relief from the Partial Summary Judgment Order prior to the entry of a final judgment herein.

9. Moreover, this Court also has inherent authority to reconsider its prior orders. Masonry & Tile Constrs. V. Jolley Urga & With, Ltd., 941 P.2d 486, 489 (1997) (stating that "A district court may reconsider a previously decided issue if substantially different evidence is subsequently introduced or the decision is clearly erroneous."); Trail v. Faretto, 536 P.32d 1026, 1027 (Nev. 1975) (a district court may "for sufficient cause shown, amend, correct, resettle, modify or vacate, as the case may be, an order previously made . . . "). Moreover, this Court may entertain rehearing if it finds that it overlooked a germane legal or factual matter, which resulted in an erroneous decision. Cannon v. Taylor, 493 P.2d 1313, 1314-15 (1972).

Given the Interlocutory Nature of the Summary Judgment Order, the Court Can Reconsider and Grant Relief from It and Any Other Previous Order Entered in the Case.

10. This Motion is permitted pursuant to Rule 54(b) of the Nevada Rules of Civil Procedure and the Court's inherent power as derived from common law. Specifically, Rule 54(b), provides as follows:

> When multiple parties are involved, the court may direct entry of a final judgment

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1 Given the lack of a final judgment in the case at hand, relief pursuant to Rules 59(e) and/or 52(b) is not presently available. See Balla v. Idaho State Bd. or Corrs., 869 F.2d 461, 466-67 (9th Cir. 1989); Winnemucca Farms, Inc. v. Eckersell, 2009 WL 1328870, at *1 n.1 (D. Nev. May 12, 2009). Likewise, relief pursuant to Rule 60(b) is also not presently available because of the lack of a final judgment. See Prudential Real Estate Affiliates, Inc. v. PPR Realty, Inc., 204 F.3d 867, 880 (9th Cir. 2000); In re LDK Solar Secs, Litig., 584 F.Supp. 2d 1230-1252-53 (N.D. Cal. 2008); Santamarina v. Sears, Roebuck & Co., 466 F.3d 570, 572 (7th Cir. 2006).

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> as to one or more but fewer than all of the parties only upon an express determination that there is no just reason for delay and upon an express direction for the entry of judgment. In the absence of such determination and direction, any order or other form of decision, however designated, which adjudicates the rights and liabilities of fewer than all the parties shall not terminate the action as to any of the parties, and the order or other form of decision is subject to revision at any time before the entry of judgment adjudicating all the rights and liabilities of the parties.

Nev. R. Civ. P. 54(b) (emphasis added).

11. "[A] district court has the inherent power to reconsider and modify its interlocutory orders prior to the entry of judgment . . ." Smith v. Massachusetts, 543 U.S. 462, 475 (2005) (internal quotes omitted) (Ginsburg, J., dissenting); City of Los Angeles, Harbor Div. v. Santa Monica Baykeeper, 254 F.3d 882, 885-89 (9th Cir. 2001) (noting that such authority derives from common law); School Dist. No. 5 v. Lungren, 259 F.2d 101, 105 (9th Cir. 1958); see also Lemmons v. Georgetown Univ. Hosp., 241 F.R.D. 15, 21-22 (D.D.C. 2007).[2]

12. Although a motion to alter or amend a judgment pursuant to Rule 59(e) may not technically be available given the lack of a final judgment in this case, Nevada courts have still used that same standard by analogy in deciding whether to grant relief from an interlocutory order. See Keating v. Gibbons, 2009 WL 764546, at *1 (D. Nev. Mar. 20, 2009).

13. Under NRCP 59(e), the Court may grant reconsideration or rehearing when "new issues of fact or law are raised supporting a ruling contrary to the ruling already reached . . . ." Moore v. City of Las Vegas, 92 Nev. 402, 405, 551 P.2d 244, 246 (1976). Reconsideration is also appropriate when "substantially different evidence is subsequently introduced or the decision is clearly erroneous." Masonry and Tile Contractors Ass'n of S. Nevada v. Jolley,

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2 Federal cases interpreting the Federal Rules of Civil Procedure are "strong persuasive authority" for Nevada courts in interpreting the Nevada Rules of Civil Procedure because the Nevada Rules "are based in large part upon their federal counterparts." Executive Mgmt. Ltd., v. Ticor Title Ins. Co., 118 Nev. 46, 53, 38 P.3d 872, 876 (2002); Nelson v. Heer, 121 Nev. 823, 834, 122 P.3d 1252, 1253 (2005).

Urga & Wirth, Ltd., 113 Nev. 737, 741, 941 P.2d 486, 489 (1997). Upon granting reconsideration, "the court may make a final disposition of the cause without reargument or may reset it for reargument or resubmission or may make such other orders as are deemed appropriate under the circumstances of the particular case." EDCR 2.24(c).

14. Here, the Plaintiffs request that the Court reconsider its Partial Summary Judgment Order because the Plaintiff's payoff of all creditors under their Plan in the Bankruptcy Case is substantially different evidence, which shows that this motion is necessary to correct manifest errors of law or fact upon which the judgment is based and is necessary to prevent manifest injustice to the Plaintiffs.

If Applicable, Nevada Rule of Civil Procedure 60 Also Supports Reconsideration

15. Nevada Rule of Civil Procedure 60(b) is modeled on the Federal Rules of Civil Procedure, as written before the amendment of the Federal Rules in 2007. See NC–DSH, Inc. v. Garner, 125 Nev. 647, 650–51 nn. 1 & 2 (2009). Similarly, NRCP 60(b) permits relief from an order of the Court by motion or separate action. In connection with motions, NRCP 60(b) specifies permissible grounds, with some time limits in certain circumstances, however, the rule does not limit the power of this court to entertain an independent action to relieve a party from a judgment, order, or proceeding, or to set aside a judgment for fraud upon the court. See Bonnell v. Lawrence, 282 P.3d 712, 714 (2012). The Plaintiffs submit that in light of the facts and circumstances of this case, including both the remand of the Nanya Vegas, LLC claims, as well as the payment of all creditors in the Bankruptcy Case, relief from the Partial Summary Judgment is warranted and should be the result here.

16. Indeed, it is not disputed the Rogich parties were never the intended as beneficiaries of the Disclosure Statement or the Plan. They were not creditors whose votes

needed solicitation. Therefore, the failure to disclose this litigation had no impact on the Rogich parties. Critically, now that all unsecured creditors are paid in the Bankruptcy Case, the failure to discuss this action had no impact on Go Global's creditors. Accordingly, to the extent necessary or appropriate, the Summary Judgment Order should be lifted under NRCP 60(b) as well.

B. The Plaintiffs Paid All Unsecured Creditors In Full Pursuant to their Chapter 11 Plan

17. At its oral ruling on October 8, 2014, this Court stated that in Chapter 11 bankruptcy, "you declare your assets and then you tell creditors through a disclosure statement how you will use assets to pay creditors." See October 8, 2014 Transcript, p. 2, ll. 12-14, a copy of which is attached hereto as **Exhibit F**. Similarly, the Court later stated: "[I]n the Chapter 11 process you have the listing of assets then you have a disclosure statement that tells creditors how they will get paid and then the plan really just says how much they'll get paid and when." Id. at p. 3, ll. 13-16. Finally, this Court stated that the Plaintiffs' failure to list their claim against Rogich in their Disclosure Statement "evidences no intention that the creditors of Go Global would ever, ever, have benefited from this transaction." Id. at p. 3, ll. 22-23.

18. Simply put, this Court's granting of Rogich's Partial Motion for Summary Judgment was based solely on the failure to disclose the Plaintiffs' claim against Rogich in their Disclosure Statement, not the merits of the claims. Importantly, however, the Plan provided that creditors would be paid 100% of their allowed claims. On February 10, 2016, all allowed claims under the Plan were paid in full. See **Exhibits B through D**, attached hereto. With all creditors paid in full pursuant to the Plan, the failure to list the Rogich claims specifically in the Disclosure Statement is irrelevant, as it had no impact on creditors' recoveries.

19. Section 1125 of the United States Bankruptcy Code requires a disclosure

statement to contain adequate information of a kind that would enable a hypothetical reasonable investor to make an informed judgment about a debtor's plan. 11 U.S.C. § 1125. Importantly, however, "nonsubmissions of disclosure statements only operate to prevent solicitations of acceptances or rejections of the plan," and that where no solicitations are made, no disclosure statement is required. In re Bel Air Assocs., Ltd., 4 B.R. 168 (Bankr. W.D. Okla. 1980).

20. Moreover, in cases where claims or interests are not impaired under a plan, they are "conclusively presumed" to have accepted the plan and the plan proponent is not required to file a disclosure statement or solicit their votes. See In re Entz-White Lumber & Supply, Inc., 850 F.2d 1338, 1340 n. 3 (9th Cir. 1988); In re Amster Yard Associates, 214 B.R. 122, 124 n. 5 (Bankr. S.D.N.Y. 1997) ("If all classes are unimpaired and no solicitation is required, the court does not have to approve a disclosure statement prior to confirmation, if ever."); In re Highway Truck Drivers & Helpers, Teamsters Local No. 107, 100 B.R. 209, 213 (Bankr. E.D. Pa. 1989) ("[I]f all creditors were unimpaired by its plan of reorganization, there would be no need for a disclosure statement as all creditors presumptively vote in favor of the plan."); In re Chiapetta, 159 B.R. 152 (Bankr. E.D. Pa. 1993) ("[S]ince no classes of claimants are impaired by the Debtor's Plan, no disclosure statement is required.").

21. Simply put, based on the case law above and the fact that the Plaintiffs paid all allowed claims in full under their Plan, it is irrelevant whether the Plaintiffs detailed the Rogich claims in this case. The Plaintiffs' creditors suffered no harm, and as a result, the Court's prior Partial Summary Judgment Order dismissing the Plaintiffs' claims against Rogich for failure to list such claims in their Disclosure Statement would result in a manifest injustice to the Plaintiffs. The Plaintiffs paid all allowed claims under their Plan, and should be allowed to proceed with their claims against Rogich and other defendants as if the Bankruptcy Case never occurred.

22. Finally, the facts of this case are nearly identical to The Glazier Group, Inc. v. Premium Supply Co., Inc., 2013 WL1727155 (N.Y. Sup. Ct., April 16, 2013). In Glazier Group, a Chapter 11 debtor had causes of action arise against a creditor post-petition, during the Chapter 11 proceedings and after the Bankruptcy Court entered an order disallowing the same creditor's claims in the bankruptcy case. Glazier Group, 2013 WL 1727155, *3. The Glazier Group debtor ultimately brought suit against the creditor, who in turn argued the claims should be dismissed because they were not disclosed in the debtor's disclosure statement. Id. The Supreme Court, New York for New York County, rejected these arguments.

23. Specifically, the New York State Court recognized that "[i]t is neither reasonable nor practical to expect a debtor to identify in its plan of reorganization or disclosure schedules every outstanding claim it intends to pursue with a degree of specificity that [defendants] would require." Id. at *6. In other words, defendants in lawsuits filed by reorganized debtors cannot assume that a debtor's failure to list in its disclosure statement each lawsuit it may bring post-confirmation will bar the reorganized debtor from prosecuting those claims after it emerges from bankruptcy.

24. Interestingly, the New York State Court found persuasive the debtor's argument that the disclosure of an additional $300,000 claim in the case would not have materially affected the votes on the plan. Id. at *5. Therefore, the Glazier Group debtor's failure to explicitly disclose its claim against a creditor did not prevent the claim from re-vesting in the reorganized company. Id. at *6. The same result should occur here.

25. This case also draws an important distinction from those cases holding that a chapter 11 debtor's failure to disclose potential causes of action against the debtor's creditors in its disclosure statement precludes the debtor from litigating those claims post-confirmation.

Those cases recognize that a creditor may vote differently on a debtor's plan if the creditor is aware that it could face potential litigation from the debtor after confirmation. Here, however, the Rogich parties were not creditors in the Bankruptcy Case, and had no right to vote. Moreover, now that all creditors are paid in the Bankruptcy Case, there can be no argument the failure to list the Rogich claims in the Disclosure Statement affected the voting. Simply put, the Plaintiff's claims should go forward on their merits, and the Plaintiffs need to have their day in court.

Conclusion

26. 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.

Dated this 22nd day of February, 2016.

SCHWARTZ FLANSBURG PLLC

By: /s/ Samuel A. Schwartz

Samuel A. Schwartz, Esq.
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Bryan A. Lindsey, Esq.
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Facsimile: (702) 385-2741
Attorneys for Plaintiffs

GG001538

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 February 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

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CLERK OF THE COURT

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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.

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.

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7. On November 7, 2012, when Huerta and Go Global sent their letter to the Rogich Trust, Huerta and Go Global were aware that they had a claim against the Rogich Trust.

8. On June 18, 2013, Carlos Huerta filed a Declaration, under oath that stated in paragraph 4 thereof:

"In connection with confirmation of the Plan, I reviewed the Plan (as amended), Disclosure Statement (as amended) and all related exhibits thereto. The statements in those documents are true and accurate..." N/A This Declaration allowed Huerta & Go Global to confirm a Ch. 11 Plan. 7/22/13

10. On July 30, 2013, Huerta and Go Global assigned to the Alexander Christopher Trust "all money, assets or compensation remaining to be paid pursuant to the Purchase Agreement or from any act of recovery seeking to enforce the obligations of the parties thereto. Carlos Huerta and Christine Huerta are the grantors of said Trust and Carlos Huerta is the Trustee of said Trust.

11. On July 31, 2013, Carlos Huerta individually and as Trustee of said Trust filed this action against The Rogich Trust to recover the sum of $2,747,729.50 allegedly due under the Purchase Agreement.

LEGAL DETERMINATION

1. On November 7, 2012, Huerta and Go Global were aware that they had a claim against the Rogich Trust.
2. The said claim was not disclosed in Huerta's and Go Global's First Amended, Second Amended or Third Amended Disclosure Statements.
3. The said claim was not disclosed in Huerta's and Go Global's Plan or their first, second or third Amendments to the Plan.

WHEREFORE IT IS ORDERED that The Rogich Family Irrevocable Trust's Motion for Partial Summary Judgment be, and is hereby granted and the First, Second and Third claims for relief of Carlos A. Huerta, individually and as Trustee of the Alexander Christopher Trust are dismissed.

LIONEL SAWYER & COLLINS
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AND WHEREAS on October 1, 2014, an Order Granting Partial Summary Judgment dismissing Plaintiff Nanyah Vegas', LLC's Fourth claim for relief was duly entered.

AND WHEREAS all claims for relief alleged in the Amended Complaint have been dismissed.

IT IS HEREBY ORDERED ADJUDGED AND DECREED that the Amended Complaint herein, be, and it is, hereby dismissed.

DATED this 3 day of ~~October~~ November, 2014.

Nancy L Allf
DISTRICT COURT JUDGE

SUBMITTED:
LIONEL SAWYER & COLLINS

By: _____
Samuel S. Lionel
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Attorneys for Defendant

APPROVED
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EXHIBIT B

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Attorneys for the Debtors

E-Filed: February 22, 2016

UNITED STATES BANKRUPCTY COURT

DISTRICT OF NEVADA

In re:	) Joint Administration Under
	)
Go Global, Inc.,	) CASE NO.: 10-14804-LED
Debtor,	)
	) CASE NO.: 10-14804-LED
In re:	) CASE NO.: 10-14456-LED
Carlos A. Huerta, and	)
Christine H. Huerta,	) Hearing Date: March 29, 2016
Debtors.	) Hearing Time: 9:30 a.m.
	)

MOTION TO CLOSE THE GO GLOBAL, INC. AND CARLOS A. HUERTA AND CHRISTINE H. HURTA CASES PURSUANT TO 11 U.S.C. § 350, RULE 3022 OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE AND RULE 3022 OF THE LOCAL RULES OF BANKRUPTCY PRACTICE OF THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF NEVADA

Go Global, Inc. ("**Go Global**") and Carlos A. Huerta and Christine H. Huerta ("**Huerta**") (Go Global and Huerta are collectively referred to as "**Debtors**"), by and through their attorneys of record, The Schwartz Law Firm, Inc., file this motion (the "**Motion**") seeking to close their bankruptcy cases (the "**Cases**") pursuant to section 350 the Bankruptcy Code, Rule 3022 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**") and Rule 3022 of the Local Rules of Bankruptcy Practice of the United States Bankruptcy Court for the District of Nevada (the "**Local Rules**") and that their Cases be closed pursuant to a final decree. In support of the Motion, the Debtors respectfully represent as follows:

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JURISDICTION AND VENUE

1. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

PROCEDURAL AND FACTUAL BACKGROUND

2. The Bankruptcy Case. On May 11, 2010 and May 23, 2010, Huerta and Go Global retained the Schwartz Law Firm, Inc. ("**SLF**") as bankruptcy counsel, respectively. On March 18, 2010, Huerta filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. On March 23, 2010, Go Global filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code.

3. On April 5, 2010, this Court entered an order jointly administering the Go Global, Inc. case (10-14804) and the Carlos and Christine Huerta (10-14456) case. See Docket No. 35. The Debtors continue to operate their business and manage their properties as debtors-in-possession.

4. The Plan and Disclosure Statement. On April 4, 2011, debtors Go Global, Inc. and Carlos and Christine Huerta filed their Joint Plan of Reorganization and Joint Disclosure Statement. On January 17, 2013, the Debtors filed their First Amended Joint Plan of Reorganization and First Amended Joint Disclosure Statement. On March 08, 2013, the Debtors filed their Second Amended Joint Plan of Reorganization and Second Amended Disclosure Statement. On March 28, 2013, the Debtors filed their Third Amended Joint Plan of Reorganization (the "**Plan**")[1] and Third Amended Joint Disclosure Statement (the "**Disclosure Statement**"). By order dated April 8, 2013, this Court entered an order approving the

1 Capitalized terms used herein but not defined herein shall have the meanings ascribed to such terms in the Plan.

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Disclosure Statement and solicitation of the acceptance of the Plan commenced on April 8, 2013.

5. The Plan allowed for the Debtors to reorganize their properties and business affairs.

6. The Effective Date. On June 19, 2013, this Court confirmed the Plan at the confirmation hearing. On July 22, 2013, this Court entered an order (the "**Confirmation Order**") confirming the Plan. The Plan became effective on October 6, 2014 (the "**Effective Date**").

7. On April 8, 2014, this Court entered a Discharge of Individual Debtor in a Chapter 11 Case relative to Carlos A. Huerta and Christine H, Huerta. See Docket No. 169.

8. On February 10, 2016, all allowed unsecured claims pursuant to the Debtors' Plan were paid in full. See Declarations of Samuel A. Schwartz and Carlos A. Huerta, attached hereto as **Exhibits A and B**, respectively. All secured claims are being treated as set forth in the Plan and in accordance with their respective loan agreements.

9. Statutory Fees. In accordance with Section 3.04 of the Plan, all fees payable pursuant to section 1930 of title 28 of the United States Code (the "**Trustees' Fees**"), as determined by the Bankruptcy Court at the hearing on the Plan, were paid by the Debtors on or before the Effective Date. The Trustees' Fees continue to be paid to the Office of the United States Trustee ("**UST**") and upon information and belief, the Debtors are current with their Trustees' Fees.

RELIEF REQUESTED

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1. By this Motion, Go Global and Huerta (collectively, the "**Closing Debtors**") seek the entry of a final decree that closes their cases, effective as of the date on which the Court enters such final decree.

APPLICABLE AUTHORITY

The Closing Debtors Are Entitled to Final Decree Closing Their Chapter 11 Cases

2. Section 350(a) of the Bankruptcy Code provides that "[a]fter an estate is fully administered and the court has discharged the trustee, the court shall close the case." 11 U.S.C. § 350(a). Rule 3022 of the Bankruptcy Rules, pursuant to which section 350 is implemented, provides that "[a]fter an estate is fully administered in a chapter 11 reorganization case, the court, on its own motion or on motion of a party in interest, shall enter a final decree closing the case." Fed. R. Bank. P. 3022.

3. The Bankruptcy Code fails to define "fully administered." The courts, however, have looked to the following factors in deciding whether a final decree shall be issued:

- Whether the order confirming the plan has become final;
- Whether deposits required by the plan have been distributed;
- Whether the property proposed by the plan to be transferred has been transferred;
- Whether the debtor or the successor of the debtor under the plan has assumed the business or the management of the property dealt with by the plan;
- Whether payments under the plan have been commenced; and
- Whether all motions, contested matters, and adversary proceedings have been finally resolved.

1991 Advisory Comm. Note to Fed. R. Bankr. P. 3022 (the "**Advisory Committee Note**").

4. Although courts should apply and weigh the factors set forth by the Advisory Committee Note, no one factor is dispositive. See In re Kliegel Bros., 238 B.R. 531, 542

(Bankr. E.D.N.Y. 1999); In re JMP-Newcor Int'l, 225 B.R. 462, 465 (Bankr. N.D. Ill. 1998). Rather, the six factors act as mere guidelines to aid a court in its determination. See In re Mold Makers, Inc., 124 B.R. 766, 768-69 (Bankr. N.D. Ill. 1990). Such a fluid formula has produced widely varying results. "At one extreme, an estate could be fully administered, when a Chapter 11 Plan is confirmed and the estate dissolved… [a]t the other extreme, an estate could be fully administered when all that is called for under a plan occurs." Id. at 768.

5. Finally, Rule 3022 of the Local Rules states that "[u]nless otherwise provided in the plan or by court order, or unless there are pending contested matters or adversary proceedings, a case is deemed fully administered 180 days after plan confirmation, and the clerk may then enter a final decree without further notice." LR 3022.

6. In this case, a final decree, as requested herein, is appropriate in the Closing Debtors' Chapter 11 cases. The Confirmation Order is final and non-appealable. The Plan has been substantially consummated. Moreover, all pending motions are resolved, and there are no pending motions, contested matters or adversary proceedings at this time. Furthermore, the Debtors' Chapter 11 cases were confirmed on July 22, 2013, more than 180 days ago. Accordingly, the rights of creditors will not be adversely affected by the close of the Debtors' Chapter 11 cases.

7. Finally, the Closing Debtors are nonetheless incurring Trustees' Fees and will continue to incur such fees until their cases are closed. Absent an order closing the Debtors' cases, the Closing Debtors will be forced to incur the substantial and ongoing burden of paying quarterly fees to the UST, despite having made all distributions under the Plan and having their cases being fully administered. Entry of the final decree requested herein will avoid the considerable administrative costs and expense associated with maintaining the Closing Debtors' Chapter 11 cases.

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CONCLUSION

8. WHEREFORE, based on the foregoing, the Debtors respectfully request that the Court: (i) enter an order closing the Chapter 11 cases of Go Global, Inc. (Case No. 10-14804-LED) and Carlos A. Huerta and Christine H. Huerta (Case No. 10-14456-LED), and to the extent necessary under Rule 9006, the Final Decree be effective when the deadlines required by LR 3022.1 have passed, and (ii) any other relief that is necessary and proper.

Dated: February 22, 2016.

Respectfully submitted,

/s/ Samuel A. Schwartz Esq.
Samuel A. Schwartz, Esq.
Nevada Bar No. 10985
Bryan A. Lindsey, Esq.
Nevada Bar No. 10662
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6623 Las Vegas Blvd. South, Suite 300
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Telephone: (702) 385-5544
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Attorneys for the Debtors

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was sent electronically via the Court's CM/ECF System on February 22, 2016, 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 bknotice@mccarthyholthus.com, mchen@ecf.courtdrive.com;nvbkcourt@mccarthyholthus.com;mchen@mccarthyholthus.com

MICHAEL W. CHEN on behalf of Creditor CHASE MORTGAGE COMPANY/ CHASE HOME FINANCE LLC bknotice@mccarthyholthus.com, mchen@ecf.courtdrive.com;nvbkcourt@mccarthyholthus.com;mchen@mccarthyholthus.com

FRANK A ELLIS, III on behalf of Respondent MT. CHARLESTON INVESTMENTS, LLC fellis@lvbusinesslaw.com, laurenc@lvbusinesslaw.com;gailk@lvbusinesslaw.com

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

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CHRISTOPHER M. HUNTER on behalf of Creditor AURORA LOAN SERVICES LLC, its assignees and/or successors bknotice@mccarthyholthus.com, nvbkcourt@mccarthyholthus.com

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SAMUEL S. LIONEL on behalf of Defendant IMITATIONS, LLC

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BRENOCH R WIRTHLIN on behalf of Defendant SIG ROGICH
bwirthli@fclaw.com, aharris@fclaw.com

I HEREBY CERTIFY that in accordance with the Confirmation Order in this case (See Docket No. 507) a true and correct copy of the foregoing was sent via U.S. REGULAR MAIL on February 22, 2016, to the following:

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

/s/ Christy L. Cahall
Christy L. Cahall

GC001556

EXHIBIT A

Samuel A. Schwartz, Esq.
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Facsimile: (702) 385-2741
Attorneys for the Debtors

UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEVADA

In re:	) Joint Administration Under
Go Global, Inc., Debtor,	) CASE NO.: 10-14804-LED
In re: Carlos A. Huerta, and Christine H. Huerta, Debtors.	) CASE NO.: 10-14804-LED) CASE NO.: 10-14456-LED

DECLARATION OF SAMUEL A. SCHWARTZ, ESQ.

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. I am counsel for the above-captioned debtors (the "**Debtors**") and make this declaration in support of their motion to close their Chapter 11 bankruptcy cases.

3. As counsel for the Debtors, we reviewed the Debtors' plan, scheduled claims and proofs of claims filed in the Debtors bankruptcy cases. After reviewing such claims and

corresponding with Mr. Carlos A. Huerta regarding the remaining claims to be paid in full, Mr. Huerta issued a wire transfer to my office in the amount of $118,658.67.

4. My office, in turn, drafted a cover letter to each creditor, and issued via regular mail checks to pay 100% of the allowed claims of all remaining creditors under the Debtor's Chapter 11 plan of reorganization.

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 February, 2016.

/s/ Samuel A. Schwartz
SAMUEL A. SCHWARTZ, ESQ.
Nevada Bar No. 10985
Attorneys for the Debtors

EXHIBIT B

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

UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEVADA

In re:	)	Joint Administration Under
	)	
Go Global, Inc.,	)	CASE NO.: 10-14804-LED
Debtor,	)	
	)	CASE NO.: 10-14804-LED
In re:	)	CASE NO.: 10-14456-LED
Carlos A. Huerta, and	)	
Christine H. Huerta,	)	
Debtors.	)	
	)	

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 Global**"), and an individual debtor (collectively, the "**Debtors**") in the foregoing bankruptcy cases. I make this declaration in support of the above-captioned Debtors' motion to close their Chapter 11 cases.

2. In early February 2016, I caused payment to be made to several of the Debtors' creditors, which paid such creditors 100% of their allowed claims under the Debtors' Chapter 11 plan of reorganization, including, but not limited to, the stipulated allowed claim of Nevada State Bank in the amount of $478,901.86.

3. On February 9, 2016, I caused a wire in the amount of $118,658.67 to be sent to my bankruptcy counsel, who in turn, used such funds to pay 100% of all remaining allowed claims under the Debtor`s plan.

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

Dated this 22nd day of February, 2016.

CARLOS HUERTA

Samuel A. Schwartz, Esq.
Nevada Bar No. 10985
Bryan A. Lindsey, Esq.
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Attorneys for the Debtors

UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEVADA

In re:	) Joint Administration Under
	)
Go Global, Inc.,	) CASE NO.: 10-14804-LED
Debtor,	)
	) CASE NO.: 10-14804-LED
In re:	) CASE NO.: 10-14456-LED
Carlos A. Huerta, and	)
Christine H. Huerta,	) Hearing Date: March 29, 2016
Debtors.	) Hearing Time: 9:30 a.m.
	)

NOTICE OF (a) HEARING ON MOTION TO CLOSE THE GO GLOBAL, INC. AND CARLOS A. HUERTA AND CHRISTINE H. HURTA CASES PURSUANT TO 11 U.S.C. § 350, RULE 3022 OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE AND RULE 3022 OF THE LOCAL RULES OF BANKRUPTCY PRACTICE OF THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF NEVADA AND (b) COMSUMMATION OF THE PLAN AND PAYMENT OF UNSECURED CREDITORS IN FULL

TO: ALL INTERESTED PARTIES, CREDITORS AND TRUSTEES

The Court, the Debtors, all creditors in receipt of electronic notice and parties in interest are hereby notified of a hearing on Go Global, Inc. and Carlos A. Huerta and Christine H. Huerta's (collectively, the "**Debtors**") Motion seeking to close their bankruptcy cases pursuant to section 350 the Bankruptcy Code, Rule 3022 of the Federal Rules of Bankruptcy Procedure and Rule 3022 of the Local Rules of Bankruptcy Practice of the United States Bankruptcy Court for the District of Nevada

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and that their Cases be closed pursuant to a final decree (the "**Motion**"), filed in this case on February 22, 2016.

Take further notice that on February 10, 2016, the Debtors paid all unsecured creditors in full in accordance with the terms of their Third Amended Chapter 11 Plan of Reorganization.

Take further notice that any party who objects to the Motion must file a written objection pursuant to Local Rule 9014(d):

> Oppositions to a motion must be filed and service of the opposition must be completed on the movant no later than fourteen (14) days preceding the hearing date for the motion. The opposition must set forth all relevant facts and any relevant legal authority. An opposition must be supported by affidavits or declarations that conform to the provisions of subsection (c) of this rule.

If an objection is not timely filed and served, an order for the aforementioned Motion and request for relief may be granted. LR 9014(a)(1).

If you object to the relief requested, you *must* file a **WRITTEN** response to this pleading with the court. You *must* also serve your written response on the undersigned attorneys who sent you this notice.

If you do not file a written response with the court, or if you do not serve your written response as set forth herein, then:

1. The court may *refuse to allow you to speak* at the scheduled hearing; and
2. The court may *rule against you* without formally calling the matter at the hearing.

WHEREFORE, notice is further given that the hearing on the Motion will be held before the Honorable United States Bankruptcy Judge Laurel E. Davis, in the Foley Federal Building, 300 Las Vegas Boulevard South, Las Vegas, NV 89101 in Courtroom #3, on **March 29, 2016, at 9:30 a.m.**

///

///

Dated: February 22, 2016.

Respectfully Submitted,

/s/Samuel A. Schwartz

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Attorneys for the Debtors

GC001565

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was sent electronically via the Court's CM/ECF System on February 22, 2016, 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
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BRENOCH R WIRTHLIN on behalf of Defendant SIG ROGICH
bwirthli@fclaw.com, aharris@fclaw.com

I HEREBY CERTIFY that in accordance with the Confirmation Order in this case (See Docket No. 507) a true and correct copy of the foregoing was sent via U.S. REGULAR MAIL on February 22, 2016, to the following:

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

/s/ Christy L. Cahall
Christy L. Cahall

GC001570

EXHIBIT C

Samuel A. Schwartz, Esq.
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Facsimile: (702) 385-2741
Attorneys for the Debtors

UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEVADA

In re:	) Joint Administration Under
Go Global, Inc., Debtor,	) CASE NO.: 10-14804-LED
In re: Carlos A. Huerta, and Christine H. Huerta, Debtors.	) CASE NO.: 10-14804-LED) CASE NO.: 10-14456-LED

DECLARATION OF SAMUEL A. SCHWARTZ, ESQ.

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. I am counsel for the above-captioned debtors (the "**Debtors**") and make this declaration in support of their motion to close their Chapter 11 bankruptcy cases.

3. As counsel for the Debtors, we reviewed the Debtors' plan, scheduled claims and proofs of claims filed in the Debtors bankruptcy cases. After reviewing such claims and

corresponding with Mr. Carlos A. Huerta regarding the remaining claims to be paid in full, Mr. Huerta issued a wire transfer to my office in the amount of $118,658.67.

4. My office, in turn, drafted a cover letter to each creditor, and issued via regular mail checks to pay 100% of the allowed claims of all remaining creditors under the Debtor's Chapter 11 plan of reorganization.

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 February, 2016.

/s/ Samuel A. Schwartz
SAMUEL A. SCHWARTZ, ESQ.
Nevada Bar No. 10985
Attorneys for the Debtors

EXHIBIT D

Samuel A. Schwartz, Esq.
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Telephone: (702) 385-5544
Facsimile: (702) 385-2741
Attorneys for the Debtors

UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEVADA

In re:	)	Joint Administration Under
	)	
Go Global, Inc.,	)	CASE NO.: 10-14804-LED
Debtor,	)	
	)	CASE NO.: 10-14804-LED
In re:	)	CASE NO.: 10-14456-LED
Carlos A. Huerta, and	)	
Christine H. Huerta,	)	
Debtors.	)	
	)	

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 Global**"), and an individual debtor (collectively, the "**Debtors**") in the foregoing bankruptcy cases. I make this declaration in support of the above-captioned Debtors' motion to close their Chapter 11 cases.

2. In early February 2016, I caused payment to be made to several of the Debtors' creditors, which paid such creditors 100% of their allowed claims under the Debtors' Chapter 11 plan of reorganization, including, but not limited to, the stipulated allowed claim of Nevada State Bank in the amount of $478,901.86.

3. On February 9, 2016, I caused a wire in the amount of $118,658.67 to be sent to my bankruptcy counsel, who in turn, used such funds to pay 100% of all remaining allowed claims under the Debtor`s plan.

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

Dated this 22nd day of February, 2016.

CARLOS HUERTA

EXHIBIT E

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. Allf, Judge.

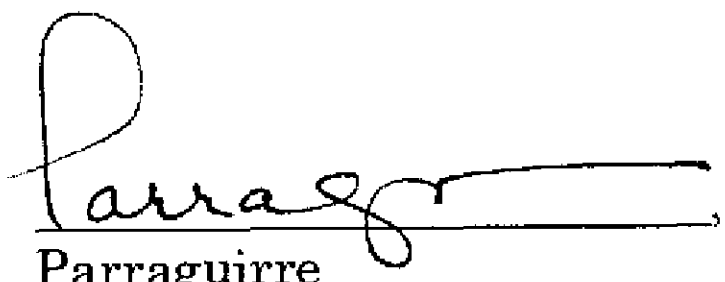
Appellant argues that the district court erred by granting summary judgment in favor of respondent Eldorado Hills, LLC, based on a finding that appellant's unjust enrichment claim was time-barred under the four-year statute of limitations. According to appellant, the statute of limitations did not begin 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).

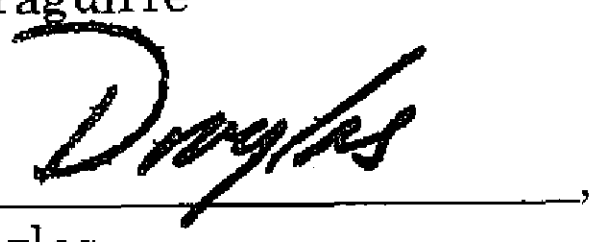
Appellant's claim for unjust enrichment did not accrue until Eldorado Hills retained $1.5 million under circumstances where it was inequitable for Eldorado Hills to do so. *See Certified Fire Prot. Inc. v. Precision Constr.*, 128 Nev., Adv. Op. 35, 283 P.3d 250, 257 (2012) ("Unjust enrichment exists 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

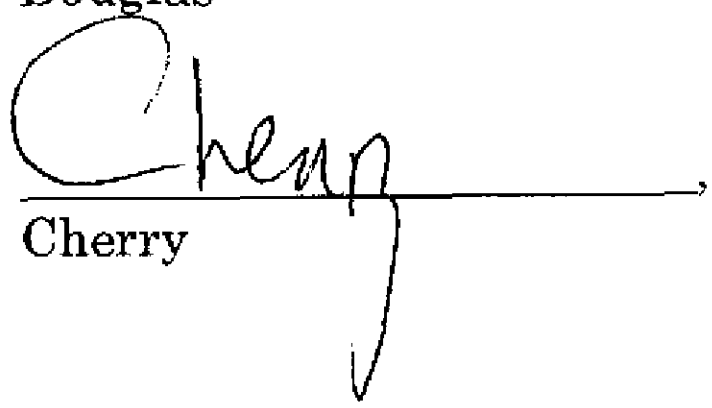
ORDER the judgment of the district court REVERSED AND REMAND this matter to the district court for proceedings consistent with this order.



C.J.
Parraguirre



J.
Douglas



J.
Cherry

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

EXHIBIT F

Electronically Filed
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CLERK OF THE COURT

TRAN

DISTRICT COURT
CLARK COUNTY, NEVADA

CARLOS HUERTA,

Plaintiffs,

vs.

ELDORADO HILLS LLC,

Defendants.

CASE NO. A686303

DEPT. NO. XXVII

BEFORE THE HONORABLE NANCY ALLF, DISTRICT COURT JUDGE

WEDNESDAY, OCTOBER 8, 2014

RECORDER'S PARTIAL TRANSCRIPT OF PROCEEDINGS:
DEFENDANT SIG ROGICH, TRUSTEE OF THE ROGICH FAMILY IRREVOCABLE TRUST'S MOTION FOR PARTIAL SUMMARY JUDGMENT
PLAINTIFFS' OPPOSITION TO DEFENDANTS' MOTION FOR PARTIAL SUMMARY JUDGEMENT AND COUNTER-MOTION FOR PARTIAL SUMMARY JUDGMENT
PLAINTIFFS' MOTION TO CONTINUE TRIAL ON ORDER SHORTENING TIME

RULING

APPEARANCES:

For the Plaintiffs: BRANDON B. MCDONALD, ESQ.
SAMUEL A. SCHWARTZ, ESQ.

For the Defendants: SAMUEL S. LIONEL, ESQ.

RECORDED BY: SANDRA PRUCHNIC, COURT RECORDER

LAS VEGAS, NEVADA, WEDNESDAY, OCTOBER 8, 2014, 10:53 A.M.

[PORTION OF PROCEEDINGS BEGAN AT 11:28 A.M]

* * * * *

THE COURT: The matter is under the submission. This is a really long ruling but I'd like to do it orally simply because I think I'm prepared well enough to do that without taking the time and delay of doing this in writing for you. I am going to grant the motion for the following reasons: the -- and I'm sorry, forgive me. I assume this case will go up so I'm going to kind of do a bankruptcy tutorial with it. In Chapter 7 people declare what their assets are and then they get a discharge of debt. When they don't declare their assets the courts cut them off from going later to go collect their assets and case law is really clear, that's the *Hamilton* case as well as the *Henderson* case. But in Chapter 11 it's a little different because you declare your assets and then you tell creditors through a disclosure statement how you will use those assets to pay creditors.

And here are the salient dates in this case: a bankruptcy was filed on or about March 23 of 2010 by Go Global and on June 4 of 2010 it admits that it has a receivable. I do find that the listing of the receivable from Sig Rogich is sufficient to establish they have told their creditors that they have this receivable but it's after that that the problem begins to me. In the first disclosure statement filed on April 4 of 2011 it talks about avoidance of transfer; it mentions Paulson but never this transaction. When it talks about payments to creditors it's only from sale of assets. This receivable is never identified; litigation is never identified. There's no recovery of what might still at that point be a fraudulent transfer. And in page 18 of the first disclosure statement the liquidation analysis identifying assets only lists real estate and no receivables.

Now after that while the disclosure statement is pending the Plaintiff makes a demand for payment on November 7 of 2012. So at that point this Plaintiff is charged with the knowledge that it knows it has a receivable but yet when it comes back on January 17 of 2013 with the first amended disclosure statement, it's the same thing again: payment to creditor by sale of assets, no identification of a receivable, no identification of litigation. And the same -- Exhibit C, liquidation analysis lists only real estate and no receivables. The second disclosure statement, March 8 of 2013, same thing; no liquidation analysis identifying this so that creditors are never being told that this may be an asset that may be collected. We have the third amended disclosure statement on April 8 of 2013, again the disclosure statement, the liquidation analysis, income expenses, real estate only. It never lists the receivable or cause of action.

And the reason that it matters is that in the Chapter 11 process you have the listing of the assets then you have a disclosure statement that tells creditors how they will get paid and then the plan really just says how much they'll get paid and when. It's that disclosure statement that's operative and what the creditors use to vote whether or not to accept the plan. They were never told that there was a receivable to be collected. And the thing that really concerns me the most is that when the plan is confirmed on July 22 of 2013 with the affidavit of Mr. Huerta saying that everything in the plan and disclosure statement is true and accurate, eight days later Go Global assigns the receivable and sues somewhere else under a different name; it evidences no intention that the creditors of Go Global would ever, ever have benefited from this transaction. This is a case that's very ripe for judicial estoppel and under the applicable case law the motion is granted. So Mr. Lionel to prepare the order.

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Mr. Schwartz I assume you want to sign off on that.

MR. SCHWARTZ: Yes please, Your Honor.

MR. LIONEL: Yes, certainly.

THE COURT: You can incorporate the findings by reference. It can be a simple order.

MR. LIONEL: Yes, Your Honor.

THE COURT: Very good. And if there's any question about the order guys let me know and we'll do a telephonic on the language.

MR. LIONEL: Yes, Your Honor.

THE COURT: Thank you both. Court will be in recess.

PROCEEDING CONCLUDED AT 11:32 A.M.

* * * * * * * * *

ATTEST: I do hereby certify that I have truly and correctly transcribed the audio-video recording of this proceeding in the above-entitled case.

Traci Rawlinson

TRACI RAWLINSON
Court Recorder/Transcriber

GG001585

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Carlos A. Huerta and Go Global, Inc.

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 GLOBAL, INC., a Nevada corporation, Appellants, vs. SIG ROGICH aka SIGMUND ROGICH as Trustee of The Rogich Family Irrevocable Trust; ELDORADO HILLS, LLC, a Nevada limited liability company, Respondent.	SUPREME COURT NO.: 70492 District Court Case No.: A-13-686303-C

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;

Docket 70492 Document 2016-20144

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:

Samuel S. Lionel, Esq.
Fennemore Craig
300 South Fourth Street
Las Vegas, Nevada 89101

Attorneys for Sig Rogich aka Sigmund Rogich as Trustee of The Rogich Family Irrevocable Trust and Imitations, LLC

Andrew M. Leavitt, Esq.
Matthew D. Cox, Esq.
Law Office of Andrew M. Leavitt, Esq.
633 South Seventh Street
Las Vegas, Nevada 89101

Attorneys for Eldorado Hills, LLC and TELD, LLC

/s/ Christy L. Cahall
Christy L. Cahall, an employee of Schwartz Flansburg PLLC

Exhibit A – 16

OPPS

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300 South Fourth Street, 14th Floor
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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

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

Date: 3/29/2016
Time: IN CHAMBERS

OPPOSITION TO MOTION FOR RECONSIDERATION

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

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

On November 26, 2014, Go Global, Inc., Huerta's company, as a purported assignee of the rights it had previously assigned to the Trust, filed an Adversary Complaint in the Bankruptcy Court alleging the same claims as those alleged in the Huerta and Trust action before this Court plus claims of conspiracy and breach of fiduciary duty. Ex. 4. On November 16, 2015, Bankruptcy Judge Spraker granted Summary Judgment dismissing Go Global's claims "based upon Nevada's principles of claim preclusion." Ex. 5.[2]

HUERTA'S PROCEDURAL POSTURE

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

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

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

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

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

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

NRCP 60(b) DOES NOT SUPPORT PLAINTIFFS' MOTION FOR RECONSIDERATION.

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

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

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

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

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

PLAINTIFFS DID NOT PAY ALL THEIR CREDITORS IN FULL

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

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

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

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

Attached hereto are the cover page and pages 1, 13, 14, 15 and 16 of the 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, duly filed in the United States Bankruptcy Court for the District of Nevada on April 8, 2013 (Ex. 10). That Exhibit demonstrates that Plaintiffs' secured and unsecured claims were in fact impaired and thus their creditors were grossly prejudiced by the failure of the Plaintiffs to apprise the creditors of their alleged Rogich claim. Surely, if the creditors were aware of an alleged claim of more than $2 1/2 million, it would have been a material consideration affecting the impairment of their claims.

Quite apart from the procedural and substantive inadequacies of Plaintiffs' Motion, Plaintiffs' misguided efforts to achieve wholesale revisions to this Court's prior determination deserves comment. Plaintiffs state that the Summary Judgment awarded by this Court "was based solely on the failure to disclose Plaintiffs' claim against Rogich in their Disclosure Statement not on the merits of the claim." Motion at 8:22-25. This Court is aware of Plaintiffs attempt to collect outside the bankruptcy, the four disclosure statements not showing the alleged claim and the false affidavit of Huerta saying everything in the plan and disclosure is true and accurate and 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

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

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

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

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

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

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CONCLUSION

For all of the foregoing reasons, Plaintiff's Motion for Reconsideration should be denied.

FENNEMORE CRAIG, P.C.

by _____
Samuel S. Lionel, Esq.
Nevada Bar Number 1776
300 S. Fourth Street, Suite 1400
Las Vegas, NV 89101
Attorneys for Defendant
The Rogich Family Irrevocable Trust

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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:

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Bryan A. Lindsey
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Attorney for Plaintiffs

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Law offices of Andrew M. Leavitt, Esq.
633 South Seventh Street
Las Vegas, NV 89101
Attorney for Eldorado Hills, LLC

An Employee of Fennemore Craig, P.C.

EXHIBIT 1

An unpublished order shall not be regarded as precedent and shall not be cited as legal authority. SCR 123.

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
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. Allf, 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

15-19597

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. Allf, 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

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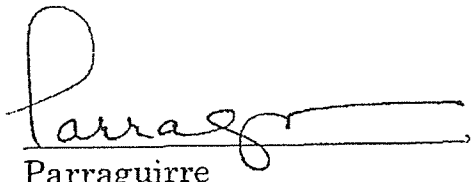
other evidence on file, viewed in the light most favorable to the nonmoving party, demonstrate that no genuine issue of material fact remains in dispute and that the moving party is entitled to judgment as a matter of law); *Oak Grove Inv'rs v. Bell & Gossett Co.*, 99 Nev. 616, 623, 668 P.2d 1075, 1079 (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).

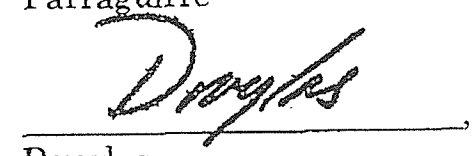
Appellant's claim for unjust enrichment did not accrue until Eldorado Hills retained $1.5 million under circumstances where it was inequitable for Eldorado Hills to do so. *See Certified Fire Prot. Inc. v. Precision Constr.*, 128 Nev., Adv. Op. 35, 283 P.3d 250, 257 (2012) ("Unjust enrichment exists 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

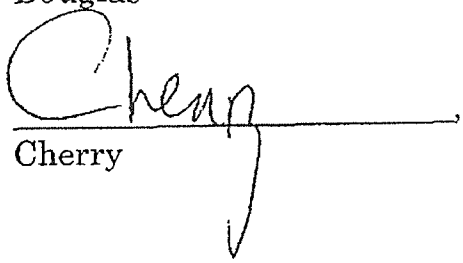
ORDER the judgment of the district court REVERSED AND REMAND this matter to the district court for proceedings consistent with this order.



Parraguirre, C.J.



Douglas, J.



Cherry, J.

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

EXHIBIT 3

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

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PETITION FOR REHEARING

Respondent Eldorado Hills, LLC ("Eldorado") petitions the Court for rehearing on the grounds that the Court misapprehended and overlooked undisputed facts entitling Eldorado to Judgment as a matter of law . Answering Brief at 8:2-9:16,14:9-16, 1:19-2:1.

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

> "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 state of limitation."

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).

Thus, the Court's Order is based on Eldorado receiving a $1.5 million investment from Appellant, not performing, and retaining the $1.5 million. Eldorado seeks rehearing on the ground that, except for Appellant's money manager, Carlos Huerta, depositing $1.5 million in an Eldorado bank account for three days, before $1.42 million was misappropriated by Huerta as a

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

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

> There is a chain of bank transactions by Huerta, starting with a $1,500,000 wire from Youv Harlap in Israel to Heurta's Canamex, Nevada, account on December 6, 2007, which had been opened on December 4, 2007, with a deposit of $3,000. APP84-85. The $1,500,000 deposit was sent by Harlap to the attention of Melissa Dewin as Huerta had instructed him. APP120: 20-121: 21. The next day, December 7, Huerta transferred the $1,500,000 to the Eldorado account in the Nevada State Bank. APP88, APP123:13-18. Three days later, December 10, Huerta transferred $1,450,000 of the $1,500,000 to a money market account. APP91, APP124:16-125: 10. Four days later, December 14, Huerta drew a check for $1,420,000 from the money market account to Go Global, his wholly owned company (APP93, APP125: 11-127: 11) and the same day the 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.

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

THE COURT SHOULD AFFIRM THE ORDER GRANTING SUMMARY JUDGMENT

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

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

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

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

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

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

CONCLUSION

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

Dated this 29th day of February, 2016.

FENNEMORE CRAIG, P.C.

By _____

Samuel S. Lionel, Esq.
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300 S. Fourth Street, #1400
Las Vegas, NV 89101

Attorneys for Respondent
Eldorado Hills, LLC

EXHIBIT 4

GO GLOBAL, INC., a Nevada corporation; 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.	Adv. Proceeding No.:

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 Trust[1] 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, LLC[2] ("**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.

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

11. Rogich stated that he did not have the financial means to provide his portion of the Property's mortgage payments. These monthly mortgage payments exceeded $140,000.00. Therefore, Go Global and Carlos Huerta continued to fund the necessary capital each month in order to meet the necessary mortgage payments for the Property, for approximately 10 months, while the parties evaluated their options.

12. Despite the fact that Rogich had contributed much less capital into Eldorado, and Huerta, through Go Global, had contributed in excess of $2 million, Rogich's interest in Eldorado, held by the trust, was not diluted or otherwise diminished (compared to Huerta's) though he could not contribute to the monthly mortgage payments or find other investors to provide interim investment funds to the company.

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

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

15. Pursuant to the Agreement, the $2,747,729.50 (the "**Debt**") would, at least, be paid from "future distributions or proceeds" received by Buyer from Eldorado. Agreement, Section 2(a).

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:

> 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, 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.

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

> Unless a claim or Cause of Action against a Holder of the 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, including any litigation relating to the Paulson Group or the related State Court litigation involving Serl Keefer and/or the arbitration with Nevada State Bank, etc.) 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, or any other Final Order (including, without limitation, the Confirmation Order). In addition, the Debtors and the Reorganized Debtors expressly reserve the right to pursue or adopt any claims alleged in any lawsuit in which the Debtors is a plaintiff, defendant or an interested party, against any Entity, including, without limitation, any parties in such lawsuits.

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

29. On or about June 2012, Rogich (or his agents) had discussions with the agents/attorney(s) for Imitations, TELD and Eldorado concerning the forfeiture of the interest held by the Rogich trust in Eldorado. During these discussions, the parties conspired to create a plan in which Rogich would receive some sort of payments for his interest in Eldorado[3], while attempting

[3] The Rogich Trust's capital account was in excess of $2.7 million only because Rogich had taken possession of Go Global's interests in Eldorado, under the Agreement.

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

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

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

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

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

34. Rogich claims that the $680,000 and the transfer of Imitations to himself/his entities, were in lieu of repayment he was due from TELD

35. Rogich recently claimed that his trust was liable for millions of dollars of improvements that Eldorado had undertaken with respect to the property it owned. So it is unknown why Rogich would receive funds from the membership of Eldorado, while he owed Eldorado in excess of those funds for his portion of unpaid improvements.

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

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

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

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.

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

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

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

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

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

THIRD CLAIM FOR RELIEF

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

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

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

52. Defendants TELD, Imitations and Eldorado knew or should have reasonably known that Defendant Rogich trust owed a fiduciary duty to the Plaintiff when TELD signed and

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acknowledged agreements prepared by counsel, in October 2008 or before that time during negotiations.

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

54. Defendants TELD, Imitations, and Eldorado, in acting in such manner as described herein, knew or should have reasonably known that such actions were promoting the breach of fiduciary duties owed by the Rogich trust.

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

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

FOURTH CLAIM FOR RELIEF

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

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

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

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

60. The Defendant Rogich Trust 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,

purportedly for no consideration to TELD, LLC in 2012. This had the net effect of allowing Rogich to keep Huerta's $2,747,729.50 in capital contributions, and not repay that amount, as the signed October 2008 agreement intended.

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

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

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

FIFTH CLAIM FOR RELIEF

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

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

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

66. Rogich never provided verbal or written notice of his intentions to transfer the interests held in Eldorado to Plaintiff and it is not reasonable for Rogich to have surrendered his shares in a valuable entity and to receive millions in interests from his fellow Eldorado member (TELD) by way

of a concealed transaction with TELD, which, in 2008, also signed and acknowledged Plaintiff's money was owed by Rogich.

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

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

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

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

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

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

SIXTH CLAIM FOR RELIEF

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

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

74. That Huerta and Go Global had an interest in Eldorado that was purchased by the Rogich Trust in October 2008.

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75. Rogich represented at the time of the Agreement that he would remit payment to Huerta and Go Global as required, yet knew or reasonably knew that the trust intended to transfer the acquired interest to TELD, LLC and/or deprive Plaintiff of any benefit under the Agreement. Furthermore, Rogich knew that the representations that he made in the Agreement were in fact false, with regard to tendering repayment or reasonably preserving the acquired interest, so he could avoid repaying the debt, in the future.

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

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

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

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

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

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

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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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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., Plaintiff, v.	.	Adv. No. 14-01173-mkn
SIG ROGICH, IMITATIONS, LLC, ELDORADO HILLS, LLC, and TELD, LLC, Defendant.	.	300 Las Vegas Blvd. South Las Vegas, NV 89101 Monday, November 16, 2015 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:

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For Eldorado Hills, LLC, and Teld, LLC:

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

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

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

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

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

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

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

THE COURT: Thank you.

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

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

MR. LEAVITT: Thank you, Your Honor.

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

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

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

Go Global seeks to recover moneys owed on their purchase agreement executed in 2008 through which Rogich purchased Go Global's interest in Eldorado Hills, as well as the interest of Go Global's sole shareholder, Carlos Huerta.

Currently before the Court are, one, a motion to dismiss filed by defendants TELD and Eldorado at ECF Number 54; and two, a motion for summary judgment filed by defendant Rogich at ECF Number 23.

Both motions challenge Go Global's standing as the real party in interest. Both motions also raise the preclusive effect of a judgment entered by District Court Judge Nancy Allf dismissing claims for breach of contract, breach of the covenant of good faith and fair dealing, and negligent

misrepresentation asserted by Carlos Huerta and the Alexander Christopher Trust in Huerta and the Alexander Christopher Trust vs. Sig Rogich and Eldorado Hills, LLC, Case Number A13-686303, District Court Clark County, Nevada, Department 27, referred to herein as the "state court action."

Judge Allf granted Rogich partial summary judgment that Huerta and the Alexander Christopher Trust were judicially estopped from maintaining their claims. Based upon Nevada's principles of claims preclusion, the Court will grant defendants' motions.

Also before the Court is Go Global's motion to amend complaint found at ECF Number 68. Plaintiff requests leave to amend the complaint to add claims for actual fraudulent transfer and setoff. Defendants TELD, Eldorado Hills, and Defendant Rogich oppose the motion to amend on several grounds. While leave to amend is liberally granted, the Court will deny the motion as futile.

Facts: Carlos Huerta is the sole shareholder and president of Go Global. In turn, Mr. Huerta, Go Global, and Rogich jointly held ownership interest in Eldorado Hills, LLC. First amended complaint Huerta, et al. vs. Rogich, et al., Case Number A13-68303, District Court Clark County, Nevada, Department 27.

Eldorado Hills' primary asset is real property located in Clark County, Nevada. On October 30 of 2008, Mr.

Huerta, Go Global, and Rogich executed a purchase agreement assigning Huerta's and Go Global's membership interest in Eldorado Hills to Rogich. The purchase agreement is attached as Exhibit 1 to the first amended complaint in the state court action. For purposes of this, when I refer to "first amended complaint," it is intended to refer to that complaint filed in the state court action.

In exchange, Rogich agreed to $2,747,729.50 to Mr. Huerta and Go Global for their ownership interest. Payment was to be made from 56.20 percent of the "future distributions of proceeds" distributed to Rogich from Eldorado Hills, "as, when and if received by buyer (Rogich) from the company (Eldorado Hills)." Agreement at Section 2(a).

Mr. Huerta signed as the seller and the signature block indicates that he signed "on behalf of Go Global, Inc." Id. at 9.

Attached to the purchase agreement is an assignment which provides, "Each of the undersigned hereby assigns and transfers to the Rogich Family Irrevocable Trust (buyer) all of the right title in interest if any which the undersigned owns in and to Eldorado Hills, LLC."

Carlos Huerta signed the assignment also dated October 30, 2008, "individually and on behalf of Go Global, Inc. as to any interest either of them in and to the company."

On March 3, 2010, Go Global filed for bankruptcy

under Chapter 11. In its bankruptcy schedules, Schedule B, Go Global disclosed a "receivable" against Rogich in the amount of $2,747,729.50, suggesting that no payments had been received since execution of the purchase agreement in 2008.

Mr. Huerta and his wife also filed for reorganization under Chapter 11 of the Bankruptcy Code. At their request, Go Global and the Huerta's bankruptcy cases were jointly administered.

A little more than a year later, on April 4, 2011, Mr. Huerta and Go Global filed their original joint disclosure statement. The disclosure statement did not identify or discuss Go Global's claims against Rogich. The Huertas and Go Global would proceed to file several additional amendments.

Plaintiff alleges that in June 2012 Rogich or his agents and the agents were attorneys for Imitation, TELD, and Eldorado Hills, "conspired to create a plan in which Rogich would receive some sort of payment for his interest in Eldorado while attempting structuring [sic] for the transaction so no 'profits or distributions' would be received." Adversary complaint paragraph 29.

According to Go Global, sometime in late 2012 Rogich told Mr. Huerta that he had conveyed his interest in Eldorado Hills to TELD, and that he had "relinquished his shares in Eldorado for no remuneration." Id. at Paragraph 30.

Plaintiff alleges that the transfer actually occurred

months previously. Id. at Paragraph 31.

On November 7, 2012, counsel for Mr. Huerta and Go Global, Brandon B. McDonald, mailed a letter to Rogich regarding the amounts due them under the purchase agreement. Mr. McDonald wrote that, quote:

> "Rather than distribute profits or otherwise pay the seller (Huerta and Go Global), we have reason to believe that your interests have been inappropriately transferred. This effectively negated any possible recovery of the moneys provided by the seller through profits or sale of the business/real property owned by Eldorado Hills, LLC."
>
> Motion for summary judgment Exhibit 4.

Plaintiffs further allege that in exchange for transferring ownership of Eldorado Hills to TELD, Rogich actually received payment roughly approximating the amounts Rogich owed it under the purchase agreement. In exchange for his interest, Rogich is alleged to have received payment of $680,000 from the principal of TELD. Adversary Complaint Paragraph 32.

Additionally, Rogich is alleged to have acquired complete ownership of Imitations. Plaintiff contends that Imitations owned real property worth $2.14 million. Id. at Paragraph 33.

Together, the $680,000 payment and the $2.14 million

in property actually would exceed the $2,747,729.50 Rogich owed under the purchase agreement.

Go Global alleges that TELD, Imitations, and Eldorado Hills conspired with Rogich to create the plan to transfer Rogich's interests in Eldorado Hills to TELD. Id. at Paragraph 32.

After Rogich transferred his interest in Eldorado Hills to TELD, Go Global and Huertas filed three amended disclosure statements in furtherance of its bankruptcy reorganization. The third amended joint disclosure statement, ECF Number 473, filed on April 8, 2013, provided that all future causes of action would vest in Go Global free and clear of all liens, claims, charges, or other encumbrances. Adversary Complaint Paragraph 20.

Section F(2)(b) of the disclosure statement similarly reserved causes of action and provided, quote:

> "No preclusion doctrine, including without limitation doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, waive 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 a

plan or other final order (including without limitation the confirmation order)."

Id. at Paragraph 22.

On July 22, 2013, the bankruptcy court entered an order confirming the third amended joint plan of reorganization. The confirmed plan contained provisions consistent with and mirroring those within the disclosure statement for the maintenance and preservation of causes of action, including the provision that, quote:

"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 Chapter 11 cases."

Roughly a week after their Chapter 11 plan was confirmed, on July 30, 2013, Go Global transferred all rights, title, and interest held under the purchase agreement to the Alexander Christopher Trust pursuant to a one-page assignment of contract attached as Exhibit 1 to Rogich's motion for summary judgment. The assignment expressly included all causes of action as allowed under law arising from the purchase agreement.

The next day, July 31, 2013, Mr. Huerta and the

Alexander Christopher Trust sued the Rogich Trust and Eldorado Hills in District Court for Clark County, Nevada, to recover the moneys owed under the purchase agreement.

Nanya Vegas, LLC (phonetic), was also included as a plaintiff. The first amended complaint in an action was submitted and filed on October 21, 2013, and is found as Exhibit 2 to the motion for summary judgment.

The first amended complaint in the state court action identifies Mr. Huerta as the trustee of the Alexander Christopher Trust and states that the trust is the assignee of interest of Go Global, Inc.

In support of its motion for summary judgment, Rogich has also submitted the trust agreement for the Alexander Christopher Trust dated November 4, 2004, made between Carlos Huerta and Christine Huerta as trustors, who are also named as trustees in beneficiary trust entitled to the use of the income and principal of that trust. Exhibit 8 to the motion for summary judgment.

Mr. Huerta and the Alexander Christopher Trust asserted four causes of action. The first cause of action seeks damages for breach of an express contract, asserting, quote:

"That Defendant Rogich materially breached the terms of the agreement when he agreed to remit payment from any profits from Eldorado yet transferred his

interest in Eldorado for no consideration to TELD, LLC [sic]" -- which I interpret to mean TELD.

"This had the 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 not-interest-bearing debt."

First amended complaint, Paragraph 23.

The second cause of action against Rogich was for breach of the covenant of good faith and fair dealing, in which the plaintiffs allege:

"Rogich never provided verbal or written notice of his intentions to transfer the institution held in Eldorado, and this fact was not discovered until other parties filed suit against Eldorado and Rogich for similar conduct."

Id. at Paragraph 32.

The third claim for relief also against Rogich was brought for negligent misrepresentation, asserting that:

"Rogich represented at the time of the agreement that he would remit payment to Huerta and Go Global as required, yet knew or reasonably intended to transfer the acquired interest to TELD, LLC, and furthermore knew that the representations made by him in the agreement were in fact false with regard to tendering repayment or reasonably preserving the acquired

interest so he could repay the debt in the future."

A fourth cause of action was asserted by Nanya for unjust enrichment against Eldorado Hills arising from its investment in 2006 and 2007 of $1.5 million for a membership interest in Eldorado.

Rogich sought partial summary judgment in a state court collection action. It appears that in response, Mr. Huerta and Alexander Christopher Trust cross-moved for partial summary judgment. The briefing in the state court action was not provided as an exhibit on summary judgment in the instant case; however, Defendant Rogich has produced Judge Allf's oral ruling issued on October 8, 2014. In it, Judge Allf detailed the matter before the court and explained her decision:

> "A bankruptcy was filed on or about March 23, 2010 by Go Global and on June 4 of 2010 it admits it has a receivable. I do find that the listing of the receivable from Sig Rogich is sufficient to establish that they have told their creditors they have this receivable, but it's after that the problems begin to me.
>
> "In the first disclosure statement filed on April 4, 2011 it talks about avoidance of transfer. It mentions Paulsen but never this transaction. When it talks about payments to creditors, it's only from sale of assets. This receivable is never identified.

There's no recovery of what might still, at that point, be a fraudulent transfer. And in page 18 of the first disclosure statement, the liquidation analysis identifying assets only lists real estate and no receivables."

"Now, after that, while the disclosure statement is pending, the plaintiff makes a demand for payment on November 7 of 2012. So at that point the plaintiff is charged with the knowledge that it knows it has receivable, but yet when it comes back on January 17th of 2013 with the first amended disclosure statement it's the same thing again, payment to creditor by sale of assets, no identification of a receivable, no identification of litigation. And the same Exhibit C liquidation analysis lists only real estate and no receivables.

"The second disclosure statement, March 8 of 2013, same thing. No liquidation analysis identified this, so that creditors are never being told that this may be an asset that may be collected.

"We have the third amended disclosure of April 2013, again a disclosure statement and liquidation analysis, income, expenses, real estate only. It never lists the receivable or cause of action. And the reason that it matters is that in Chapter 11

process, you have the listing of the assets, then you have a disclosure statement that tells creditors how they will get paid, and then the plan really just says how much they'll get paid and when.

"It's the disclosure statement that's operative and what the creditors use to vote whether or not to accept the plan. They were never told that there was a receivable to be collected, and the thing that really concerns me the most is that when the plan is confirmed on July 22nd of 2013 with the affidavit of Mr. Huerta saying that everything in the plan and the disclosure statement is true and accurate, eight days later Go Global assigns the receivable and sues somewhere else under a different name. It is evidence no intention that the creditors of Go Global would ever, ever have benefitted from this transaction. This is a case that's very ripe for judicial estoppel, and under the applicable case law, the motion is granted."

Motion for summary judgment Exhibit 5 at pages 2 through 3.

On November 5th, 2014, Judge Allf entered her order granting partial summary judgment. In it, the Court made three legal determinations:

One: On November 7, 2012, Huerta and Go Global were

aware that they held a claim against the Rogich Trust.

Two: The said claim was not disclosed in Huerta's and Go Global's first amended, second amended or third amended disclosure statements.

Three: The said claim was not disclosed on Huerta's and Go Global's plan or their first, second or third amendments to the plan. Exhibit 6 to the motion for summary judgment at page 3.

As a result, the District Court granted summary judgment and dismissed the first three claims for relief. Although a fourth cause of action existed in the state court action, that claim was also resolved.

The Court is advised that an appeal as to the fourth cause of action filed by Nanya was appealed -- that the appeal was filed. Additionally, another appeal of the attorneys' fees alone entered in that case against -- in favor of Rogich and against Mr. Huerta and the Alexander Christopher Trust was also appealed. However, the parties agreed that no appeal was taken of Judge Allf's decision on Rogich's motion for partial summary judgment and that the matter is deemed final for determining its preclusive effect in this case.

On November 17, 2014, Mr. Huerta executed an assignment contract on behalf of the Alexander Christopher Trust, assigning and transferring "all rights, title and interest held by assignor" in the purchase agreement back to Go

Global, Inc.

Mr. Huerta signed the assignment contract on behalf of both the Alexander Christopher Trust and Go Global. The assignment contract was submitted as Exhibit A to Go Global's opposition to the motion for summary judgment, found at ECF Number 36.

Go Global filed the instant adversary action roughly a week later, on November 26, 2014, or roughly three weeks after Judge Allf entered her ruling dismissing Mr. Huerta's and the Alexander Christopher Trust causes of action against Rogich.

The adversary complaint again names Rogich and asserts causes of action for breach of contract, breach of the covenant of good faith and fair dealing, and misrepresentation, though the title of the sixth claim for relief is denominated as both misrepresentation and/or fraud. Eldorado Hills is again named as a defendant, as well, though Go Global has now added TELD and Imitations as defendants to the instant action.

Go Global contends that Rogich conspired with the other defendants to deprive it of "profit consideration and/or interest." First Amended Complaint paragraph 40.

Additionally, Go Global asserts that Rogich breached fiduciary duties owed to it and the other defendants aided and abetted in the breach of those fiduciary duties by conspiring to deprive Go Global of consideration and compensation. Id. at

paragraph 53.

Defendants Imitations, LLC and Rogich have answered the first amended complaint.

On February 20, 2015, Rogich filed his motion for summary judgment, again found at ECF Number 23. Go Global has opposed the motion.

On April 21st, 2015, Defendants TELD and Eldorado Hills filed their motion to dismiss. EFC Number 54. Go Global has opposed that motion to dismiss, as well.

I note that Defendant Imitations has filed an answer to the complaint, but has not joined in either the motion to dismiss or the motion for summary judgment.

On June 5, 2015, Go Global filed its motion to amend complaint, requesting that it be permitted to add two new causes of action. The first proposed cause of action is that Rogich fraudulently transferred its interest in Eldorado Hills to TELD with the actual intent to hinder and delay or defraud.

The second claim seeks to offset attorneys' fees awarded to Rogich in the state court action on the basis that "Rogich was not entitled to a dismissal or an award of attorneys' fees and costs" in the state court action. Motion to amend, ECF Number 68, Exhibit 3 at paragraph 99.

Oral argument on each of the motions was jointly held on (indiscernible) 25th, 2015, after which the motions were taken under advisement.

Jurisdiction: Plaintiffs initiated this action and assert jurisdiction under 28 U.S.C. Section 1334(b) and allege that it is a core proceeding under 28 U.S.C. Section 157(b). The Court finds that it has jurisdiction under Section 1334, as the matter is at least related to the underlying bankruptcy case.

Analysis: There are two dispositive motions currently before the Court. Though there are factual procedural differences attendant to the motions, the parties in the motions to dismiss and motions for summary judgment intersect at two points.

Both challenge that, one, Go Global is the real party in interest in this action; and, two, Judge Allf's decision in the state court action precludes any and all claims related to Mr. Huerta's or Go Global's rights under the 2008 purchase agreement.

Other arguments are separately raised.

The motion to dismiss also seeks an independent determination that Go Global is judicially estopped from asserting claims against TELD, Eldorado, or Imitations.

Also challenged is the sufficiency of the allegations for civil conspiracy and argues that TELD was a bona fide purchaser for value protected from Go Global's claims currently asserted.

Defendants TELD and Eldorado Hills also raise the

entire controversy doctrine in its reply to plaintiff's opposition to defendants' motion to dismiss, pages 23 through 25.

The Court shall address the standing issue as it is a threshold issue; but because I find claims preclusion is to be determinative in this case, and the most consistent means to address the myriad of issues raised, I do not reach the other issues raised in the motion to dismiss.

One, real party in interest: The moving defendants challenge Go Global as the real party in interest. Each has argued that under the July 20 -- excuse me, July 30, 2013 assignment of contract, Go Global assigned its interest under the purchase agreement to the Alexander Christopher Trust. These arguments were understandable as the adversary complaint discloses neither the original assignment from Go Global to the Alexander Christopher Trust nor the November 17, 2014 assignment of contract from the Alexander Christopher Trust back to Go Global.

However, Go Global has attached the 2014 assignment from the trust to Go Global to its opposition of both motions. The introduction of the assignment is outside the scope of the motion to dismiss and technically transforms it into one summary judgment under Federal Rule of Civil Procedure 12(d) made applicable by Federal Rule of Bankruptcy Procedure 7012(b).

TELD and Eldorado Hills simply argue that the assignment is fraudulent without any development of that argument. Rogich challenges the authenticity and admissibility of the November 17, 2014 assignment of contract. It argues that the declarations submitted by Mr. Huerta to authenticate the document is invalid, as it is made upon information and belief rather than the personal knowledge required by Rule 56(c)(4) and 28 U.S.C. 1746.

Mr. Huerta declares in the declaration under penalty of perjury that his declaration is true and correct to the best of his knowledge. ECF Number 37 at page 2. In so doing, he violates the provisions of Section 1746 which require an unsworn declarant to unqualifiedly state that the information is true and correct. Satterwhite vs. Dy, 2012 WL 748287 at page 2 (W.D. Wash., March 5, 2012).

However, Mr. Huerta's declaration also states that, "I have personal knowledge of the facts set forth herein." ECF Number 37, page 32. Additionally he states that the attached assignment is a true and correct copy; Id.

While Mr. Huerta's declaration is improper and the content ambiguous regarding his personal knowledge, this is not fatal on summary judgment.

The Ninth Circuit has instructed that:

"In determining admissibility for summary judgment purposes, it is the contents of the evidence rather

than its form that must be considered."

Fraser vs. Goodale, 342 F.3d 1032 at 1036 through 1037 (9th Cir. 2003).

"If the contents of the evidence could be presented in an admissible form at trial, those contents may be considered on summary judgment." Id.

See also Federal Rule of Civil Procedure 56(c)(2).

Because it appears that the most recent assignment of contract could be authenticated at trial by Mr. Huerta, the Court finds that there is a genuine issue of material facts surrounding Go Global's rights under the 2008 purchase agreement and its ability to maintain the instant action. Therefore, the motion to dismiss and the motion for summary judgment must be denied as the defendants challenge regarding Go Global as the real party in interest.

Two, claim preclusion: The moving defendants rely upon Judge Allf's grant of partial summary judgment in the state court action as bar to the present action. Again, the procedural posture of the motion to dismiss is confused by Defendant TELD's and Eldorado's reliance on matters beyond the face of the complaint, including not in the least Allf's rulings.

Because Defendants' motion for summary judgment -- because Defendant Rogich's motion for summary judgment runs parallel to the motion to dismiss and properly raises the

factual matters necessary for resolution, the Court shall deem the motion to dismiss as one for summary judgment under Rule 12 and combine that motion to Defendant Rogich's motion for summary judgment as to the effect of the state court action.

Go Global maintains the defendants have failed to satisfy all of the elements necessary for claims preclusion. It argues that the parties are not the same and a dismissal in the state court action cannot support claims preclusion. Moreover, Go Global now asserts claims beyond those raised in the state court action and emphasizes that these claims were never adjudicated, and no decision has ever been entered on the merits as to the newly-added claims or newly-added defendants.

Go Global also argues that Judge Allf erred in her decision to judicially estop Mr. Huerta and Go Global from pursuing collection of payments owed under the purchase agreement because Mr. Rogich was not a creditor of either bankruptcy estate.

Subsection A, Nevada law governs the preclusive effect of Judge Allf's decision. To determine the preclusive effect of a state court decision, this Court must first identify whether federal or state law governs. It is clearly established that the preclusive effect of a state court judgment to federal proceedings is determined by reference to the law of that state.

Marrese vs. American Academy of Orthopedic Surgeons,

470 U.S. 373 at 380 (1985). Gayden vs. Nourbakhsh, N-O-U-R-B-A-K-H-S-H (In Re Nourbakhsh), 67 F.3d 798 at 801 (9th Cir. 1995). In Re Baldwin, 245 B.R. 131 at 134 (9th Cir. B.A.P. 2000). In Re Grossman, 538 B.R. 34 at 44 (Bankr. E.D. Cal. 2015). See also Christopher Klein, et al. Principles of Preclusion and Estoppel in Bankruptcy Cases, 79 American Bankruptcy Law Journal, 839 at 878 through 882, 2005.

All parties recognize Five Star Capital Corporation vs. Ruby, 124 Nevada 1048, 194 P.3d 709 (2008) as the seminal Nevada case on claims preclusion, sometimes referred to as "res judicata." In Five Star, the Nevada Supreme Court acknowledging that although claim preclusion and issue preclusion are related and often confused, they serve different purposes. The Court examined how its prior decisions have blurred these separate legal doctrines. Underlying these prior decisions, however, the court recognized that, "A valid and final judgment on a claim precludes a section action on that claim or any part of it." Id. at 1052, 194 P.3d at 712 (quoting University of Nevada vs. Tarkanian, 110 Nevada 581, 599 879 P.3d 1180 at 1191, 1994).

Because claims preclusions has a broader reach than issue preclusion, it "embraces all grounds of recovery that were asserted in a suit, as well as those that could have been asserted." Id. at 1053, 194 P.3d at 712 (quoting Tarkanian 110 Nevada at 599 879 P.3d at 1191).

Concerned that certain of its precedents had adopted a test that "overly rigid in light of purposes of claims preclusion previously established by this Court," the Nevada Supreme Court adopted the following three-part test to determine whether a second action was barred under the doctrine of claim preclusion:

> "(1) the parties or their privies are the same, (2) the final judgment is valid, and (3) the subsequent action is based on the same claims or any part of them that were or could have been brought in the first case."

Id. at 1054, 194 P.3d at 713.

In contrast, the Nevada Supreme Court clarified the test for issue preclusion, also referred to as 'collateral estoppel.' In doing so, it specifically recognized and adopted the requirement that the issue to be precluded from re-litigation had to be actually and necessarily litigated. Id. at 1055, 194 P.3d at 713, as revised by Five Star. To establish issue preclusion, the moving party must show:

> "(1) the issue decided in the prior litigation must be identical to the issue presented in the current action, (2) the initial ruling must have been on the merits and have become final, (3) the party against whom the judgment is asserted must have been a party or in privity with a party to the prior litigation,

and (4) the issue was actually and necessarily litigated." Id.

The Court's application of the test for claim preclusion in Five Star is illustrative. There, the plaintiff had sued for specific performance of a contract to purchase real property. When the plaintiff's counsel failed to appear for a calendar call, the District Court dismissed the case pursuant to local rule. The plaintiff did not appeal dismissal. Instead, it filed a second action against the same party, again seeking specific performance, but also adding a claim for breach of contract. The defense successfully moved for summary judgment that the prior judgment precluded the section action.

Applying the revised test, the first element, that the parties to the second action were the same or privity as those involved in the first case, was uncontested. The parties in both actions were identical.

As in this instant case, the plaintiff appellant argued that the judgment in the first case did not preclude its second action because the dismissal was not entered on the merits, and therefore the second element was not met.

The court considered this challenge. In a footnote, it recognized that:

"While the requirement of a final judgment does not necessarily require a determination on the merits, it

does not include a case that was dismissed without prejudice or for some reason (jurisdiction, venue, failure to join a party) that is not meant to have preclusive effect."

Id. at 317, Note 27 (citing generally 19 Moore's Federal Practice Section 131.30(3)(a) Third Edition 2008, Restatement Second Judgments Section, 19, a, Section 20, 1982, NRCP 41B).

However, Nevada Rule of Civil Procedure 41(b) defined the operative effect of the dismissal presented before it. The rule provides in relevant part that, quote:

"Unless the court, in its order for dismissal, otherwise specifies, a dismissal under this subdivision and a dismissal not provided for in this rule other than a dismissal for failure to join a party under Rule 19 operates as an adjudication upon the merits."

Because the dismissal was for a failure to appear, it operated as adjudication upon the merits under Rule 41(b). Based upon the language of that rule, the court held that, "dismissal in the first suit is properly considered a final judgment for claims preclusion purposes." Five Star, 124 Nevada at 1058, 194 P.3d at 715.

Five Star also argued that claim preclusion was improper because the second action included a claim for breach

of contracts, whereas the first action had only sought specific performance. The Nevada Supreme Court summarily rejected this argument in light of the expansive reach of claim preclusion. Block quote:

> "As explained above, claim preclusion applies to prevent a second suit based on all grounds of recovery that were or could have been brought in the first suit. Since the second suit was based on the same facts and alleged wrongful conduct of Ruby as in the first suit, the breach of contract claim could have been asserted in the first suit. As a result, claim preclusion applies and the District Court properly granted summary judgment in favor of Ruby." Id.

The above discussion of the Five Star decision and the Nevada Supreme Court's application of claim preclusion precludes one of Go Global's major defenses to preclusion of its claims in light of Judge Allf's prior decision. Go Global has repeatedly stressed and argued that claim preclusion is improper in this instance because the claims for civil conspiracy, violation of fiduciary duties, and aiding and abetting that violation of fiduciary duties was never actually raised or litigated before the state court.

Under the Nevada Supreme Court's restated and clarified test in Five Star, it is imperative that the movant

show that the issues in the first and second case are identical and actually necessarily litigated in the first case to establish issue preclusion. No such requirement exists for claim preclusion.

Whereas issue preclusion focuses upon the issues litigated, claims preclusion directs its attention to the parties and the claims that were or could have been brought in that first action from a common set of operative facts. Any and all claims emanating from that set of facts litigated to final judgment in the first action are precluded from relitigation in a second action between the same parties or their privies, regardless of whether they were actually litigated in the first.

The Nevada Supreme Court addressed this in its -- another block quote:

> "Thus, while claim preclusion can apply to all claims that were or could have been raised in the initial case, issue preclusion only applies to issues that were actually and necessarily litigated and on which there was a final decision on the merits. The reason for this distinction is because claim preclusion applies to preclude an entire second suit that is based upon the same set of facts and circumstances as the first suit, while issue preclusion as stated in LaForge applies to prevent relitigation of only a

specific issue that was decided in a previous suit between the parties, even if the second suit is based on different causes of action in different circumstances."

Id. at 1055 194 P.3d at 713 through 714, internal citation omitted.

Accordingly, claims preclusion does not require that the movant establish specific issues were actually and necessary litigated.

B, abdication of the instant case. Go Global has sued Rogich, TELD, Imitations, Eldorado Hills in the instant action to recover payments due under the 2008 purchase agreement between Mr. Huerta, Go Global and Rogich. Go Global sues Rogich for breach of the purchase agreement, breach of the covenant of good faith and fair dealing in regard to the performance of obligations under the purchase agreement, and negligent misrepresentation, though it has cast this claim to include the possibility of fraud as well.

Additionally, Go Global has added a claim against Rogich for breach of fiduciary duty to deprive the plaintiff any consideration of compensation after plaintiff acquiesced to Rogich's request that it surrender its interest in Eldorado. Adversarial complaint at Paragraph 48.

Go Global asserts a separate cause of action against TELD, Imitations, and Eldorado Hills for aiding and abetting

Rogich in the breach of fiduciary duty to deprive it of compensation. Id. at Paragraph 53.

Finally, Go Global includes a claim for civil conspiracy against TELD, Imitations, and Eldorado Hills conspiring with Rogich to deprive it of compensation due under the purchase agreement.

Subsection 1: The parties are the same or are in privity to the parties in the first action. To preclude Go Global from maintaining its current action, the parties in this action must be the same or in privity with those in the state court action. Five Star, 124 Nev. at 1054, 194 P.3d at 715.

The parties in the first action were Carlos Huerta and the Alexander Christopher Trust as plaintiffs and Rogich and Eldorado Hills as the named defendants. In the instant action, Go Global is the sole plaintiff. Rogich and Eldorado Hills are again named as defendants, but TELD and Imitations are named as defendants, as well.

While Rogich and Eldorado Hills were defendants in both actions, the plaintiffs have changed and additional defendants have been added.

Subparagraph 1: Plaintiffs are in privity. Based upon the prior discussion of Go Global's assignment contract, for purposes of summary judgment the Court assumes the Alexander Christopher Trust assigned its interest under the purchase agreement back to Go Global shortly after Judge Allf's

ruling on partial summary judgment and before the commencement of the case. The assignment contract precludes dismissal for lack of standing, but by the same token, it also conclusively establishes Go Global's privity with the Alexander Christopher Trust for purposes of preclusion.

It is (indiscernible - recording malfunction) law that an assignee is bound as one in direct privity to a prior judgment against its assignor. In Paradise Palms v. Paradise Homes, 87 Nev. 27 at 30 through 31, 505 P.2d 596 at 598 through 599 (1973). The Nevada Supreme Court held that privity exists where a party, quote, "acquired an interest in a subject matter affected by the judgment through one of the parties as by inheritance, succession or purchase." See also Bower v. Harrah's Laughlin, Inc., 125 Nev. 474, 81, 215 P.3d 709, 718 (2009). See also In Re Schimmels 127 F.3d 875, 881, 882 (9th Cir. 1997).

> "First a non-party who has succeeded to a party's interest in property is bound by any prior judgment against the party."

Go Global acquired its interest in present claims through assignment by the Alexander Christopher Trust. Such assignment establishes privity between the plaintiffs in two actions as a matter of law.

Subsection 2, defendants: No discussion was offered as to the nexus between the defendants in the two actions.

Presumably, this is because Rogich and Eldorado Hills were defendants in both actions, clearly satisfying the requirements as to them. Defendants TELD and Imitations, however, were not parties to the state court action. This fact is noted in in passing in Go Global's Opposition to Motion to Dismiss Complaint, ECF Number 75 at page 10.

It was again raised in oral argument, yet there is no discussion regarding TELD's or Imitations' relationship with Rogich or Eldorado Hills. The Court therefore cannot rule on whether TELD was in privity with the defendants in the state court action.

This does not end the Court's inquiry, however. Any concerns as to privity among the defendants and to application of claims preclusion, given the introduction of TELD and Imitation into this litigation, were resolved by the Nevada Supreme Court's recent decision at Weddell v. Sharp, 350 P.3d 80 (D. Nev. 2015). That decision was entered on May 28, 2015, prior to oral argument in this matter. The rehearing of the Supreme Court decision was not denied until July 23, 2015, roughly a month after oral argument. In Weddell, the Nevada Supreme Court adopted the doctrine of non-mutual claim preclusion.

I find that this doctrine supports application of claims preclusion in this case, subject to Go Global being given an opportunity to present a good reason for not bringing

the claims in the state court action.

Nonmutual claim preclusion prevents parties from relitigating the same core facts for same claims against new defendants.

> "Non-mutual claim preclusion is designed to obtain finality and promote judicial economy in situations where civil procedure rules governing non-compulsory joinder, permissive counterclaims, and permissive cross-claims fall short." Id. at 81.

In Weddell, two business partners engaged a panel of attorneys to resolve various business debts informally through alternative dispute resolution. The panel entered a decision largely adverse to appellant Weddell. The other party instituted an action to validate the panel's decision. Weddell answered and counterclaimed against his business partner. Judgment was entered confirming the arbitration.

Roughly two years later, Weddell sued the panel members for their actions in the dispute resolution process. The District Court dismissed the action in light of the prior action, even though the panelists were not parties in the original suit.

On appeal, the Nevada Supreme Court concluded that the relationship between the prevailing business partner and the panel did not fall within the official definition for privity, which had been limited to where the litigant had,

quote:

"Acquired an interest in the subject matter affected by the judgment through one of the parties, as by inheritance, succession or purchase."

Id. at 82, citing Bower v. Harrah's Laughlin, Inc., 125 Nevada 470, 481, 215 P.3d 709, 718 (2000).

Nor did the defense establish privity under the doctrine of adequate representation adopted by the Nevada Supreme Court in Alcantara v. Walmart Stores, Inc., 321 P.3d 912 at 917 through 918 (2014), and the Restatement (Second) of Judgments Section 41.

Despite the lack of privity, the Court noted that the claims in both actions, quote:

"Were premised upon the same alleged facts."

Weddell, 330 P.3d at 83.

Because the prior action has resulted in a valid final judgment, quote:

"But for Five Star's privity requirement, appellant's causes of action against respondents would be barred by claims preclusion." Id.

Reflecting on its decision in Five Star, the Nevada Supreme Court concluded that such result, quote:

"Reveals that Five Star's test for claims preclusion does not fully cover the important principles of finality and judicial economy that it intended to

capture." Id.

To address this deficiency, the Nevada Supreme Court modified the privity requirement based upon its recognition that implicit in its discussion of claims preclusion within Five Star, quote:

"Generally, a party need not assert every conceivable claim against every conceivable defendant in a single action." Id.

To more appropriately address those principles of finality and judicial economy, Weddell expanded the privity requirement for purposes of claims preclusion to require, quote:

"The parties and their privities must be the same in the instant lawsuit as they were in the previous lawsuit, or the defendant can demonstrate that he or she should have been included as a defendant in the earlier suit and the plaintiff fails to prove a 'good reason' for not having done so." Id. at 85.

In revising the test for privity, the Nevada Supreme Court was persuaded by instances where federal courts had applied claims preclusion in the absence of privity. Specifically, the Court discussed the First Circuit's decision in Airframe Systems, Inc. v. Raytheon Company, 601 F.3d 9, pages 11 through 14, (1st Cir. 2010) and the Third Circuit's decision in Gambocz v. Yelencsics, 468 F.2d 837 (3d Cir. 1972).

In Airframe Systems, the plaintiff had sued a parent company and one of its subsidiaries for copyright infringement. After the case was dismissed, the plaintiff initiated a second action against the former parent of the subsidiary to cover an earlier period of the same alleged infringement. The second action was precluded despite the lack of privity based upon the close and significant relationship between the companies and the plaintiff's efforts to use the present and former parent company as proxies for the subsidiary.

The Third Circuit also precluded a later action against new defendants in Gambocz, again despite the absence of privity. There, the plaintiffs sued several individuals for conspiring to thwart his efforts to become mayor. After that, the case was dismissed. The plaintiff filed a second action against the same defendants for the same actions, but added additional defendants.

The Third Circuit also applied the close and significant relationship standard, and as read by the Nevada Supreme Court found that a sufficient relationship existed to support claim preclusion, quote:

> "In light of the fact that the newly named defendants had allegedly participated in conspiracy with the previously named defendants and were even mentioned in Gambocz's complaint in the first lawsuit." Weddell, 350 P.3d at 84.

Here, defendants TELD, Eldorado Hills, and Imitations were involved in the underlying actions raised in the original action. TELD was the entity to whom Rogich transferred his interests in Eldorado Hills. Adversary Complaint Paragraph 30.

Imitations is the entity in which Rogich received ownership in exchange for transferring its interest in Eldorado Hills to TELD. Id. at Paragraph 32.

The transfer in general, and TELD and Eldorado Hills in particular, are discussed at length in the complaint commencing the state court action. The centerpiece of that complaint is the allegation that Rogich's transfer of its interest in Eldorado Hills to TELD, quote:

> "Breached the agreement and made it impossible for Huerta and Go Global to receive their rightful return of the debt."

First Amended Complaint, state court action, Paragraph 13. See also Paragraph 23.

Now, Go Global seeks to hold TELD, Imitations, and Eldorado Hills liable for their participation and involvement in the very same transfer by which it alleges that Rogich breached the Purchase Agreement. It is inescapably clear that Go Global seeks to hold the new defendants for variations of liability emanating from the same operative act, the transfer of interest from Rogich to TELD, and Rogich's interest of Eldorado Hills.

The first amended complaint in the state court action details TELD's and Eldorado Hills's involvement in the transfer, placing it beyond dispute that these defendants and their involvement were clearly known to the plaintiffs when the state court action was litigated.

TELD and Eldorado Hills have demonstrated that they should have been included as defendants in the state court action, thereby bringing themselves within the purview of Nevada's doctrine of nonmutual claim preclusion as set forth in Weddell.

However, as alluded to previously, summary judgment on this element for claim preclusion is proper only if Go Global cannot provide a good reason for failing to include the new defendants in the state court action.

Because the Weddell decision was not entered until after oral argument, Go Global was unaware of the standard to be applied. For this reason, the Court will not enter summary judgment on this element or claim preclusion at this time. Instead, it will give Go Global until December 9, 2015 to file a supplemental brief to address this limited point, namely the reasons for not bringing the claims it now asserts against TELD, Eldorado Hills, and Imitations within the state court action.

TELD, Eldorado Hills, and Imitations may file a reply to Go Global's briefing by December 23, 2015, at which time the

matter will be deemed submitted without further oral argument.

Subsection B, the final judgment is valid. Much of Go Global's opposition to claim preclusion is focused on the second element as set forth in Five Star, that there must be a valid and final judgment in the first action. It argues that no such judgment exists because the first action was dismissed without prejudice.

Indeed, the Nevada Supreme Court adopted such a position in Five Star where it noted that, quote:

> "While the requirement of a final judgment does not necessarily require determination on the merits, it does not include a case that was dismissed without prejudice or for some reason, jurisdiction, venue, failure to join a party, that is not meant to have preclusive effect."
>
> Five Star, 120 Nev. 1054, 194 P.3d at 713, note 27.

Judge Gordon recently addressed this issue in Branch Banking and Trust Company v. Rad, 2015 WL 5664393 (D. Nev. Sep. 24, 2015). Construing the preclusive effect of a prior state court action having been dismissed without prejudice and citing to Five Star, Judge Gordon also agreed that a dismissal without prejudice does not constitute a final judgment for purposes of claims preclusion. Id. at page 7.

Go Global further relies upon a Ninth Circuit precedent for the proposition that the issue in question must

have been fully litigated to a final judgment on the merits in order for the doctrine of claim preclusion to apply.

While the rule of law that Go Global argues is sound, the facts underlying the argument are problematic. Go Global never identifies a basis for its proposition that the state court action was dismissed without prejudice.

The closest it comes that the Court has found is its argument in its opposition to the motion for summary judgment, ECF Number 36 at page 2, that states:

> "While Judge Nancy Allf dismissed some of the claims on procedural grounds in the Nevada District Court case, Case Number A13-686303-C, the Nevada District Court action, such claims were not dismissed with prejudice, which is required for claims preclusion."

Defendant Rogich has submitted Judge Allf's order granting partial summary judgment entered in the state court action as Exhibit 6 to his motion for summary judgment. In it, as the Court has previously cited, Judge Allf concludes her order and provides:

> "Wherefore, it is ordered that the Rogich Family Irrevocable Trust Motion for Partial Summary Judgment be and hereby is granted in the first, second and third claims for relief of Carlos Huerta Individually and as Trustee of the Alexander Christopher Trust are dismissed." Id. at 3.

While the order dismisses the cause of action, it does so only in furtherance of granting the motion for summary judgment.

Defendant Rogich also submits a partial transcript of the October 8, 2014 proceedings in the state court action as Exhibit 5. The transcript itself is entitled, Reporter's Partial Transcript of Proceedings, Defendant Sig Rogich Trustee of the Rogich Family Irrevocable Trust Motion for Partial Summary Judgment, Plaintiff's Opposition to Defendant's Motion for Partial Summary Judgment, and Counter-motion for Partial Summary Judgment, Plaintiff's Motion to Continue Trial on order Shortening Time Ruling.

Judge Allf concludes in her oral ruling by stating that, quote:

> "This is a case that's very ripe for judicial estoppel, and under the applicable case the law, the motion is granted." Exhibit 5, page 3.

The clear evidence establishes that the state court case was not dismissed, much less without prejudice. The State Judge Allf held that Huerta and the Trust were judicially estopped from pursuing their claim for recovery against Rogich under the purchase agreement. Judicial estoppel, like the issue of claim preclusion, is a substantive, affirmative defense to liability. See generally Abara v. Alltech Industries, Inc., 838 F.Supp.2d 995 at 997 (E.D. Cal. 2011).

See also Principles of Preclusion, 79 American Bankruptcy Law Journal at 882.

Having adjudicated these affirmative defenses, Judge Allf found for the defendant and dismissed the claims on summary judgment. It is black letter law that judgment resulting from a contested summary judgment constitutes a final adjudication on the merits. Steen v. John Hancock Life Insurance Company, 106 F.3d 904, 912 (9th Cir. 1997.) Brand v. Rowland, 154 F.3d 952, 957 (9th Cir. 1998), quote: "A grant of summary judgment as a final adjudication on the merits."

Maher v. GSI Lumonics, Inc., 433 F.3d 123, 127 (1st Cir. 2005.) Lommen v. City of East Grand Forks, 97 F.3d 272 at 275, (8th Cir. 1996) construing Minnesota Law. In Re Griego, 64 F.3d 580, 584 through 585 (10th Cir. 1995) applying New Mexico law. See also 18 Charles Alan Wright, Arthur R. Miller and Edward H. Cooper, Federal Practice and Procedure, Jurisdiction Section 4444, 1981.

Moreover, it bears mention that even if considering dismissal, any such dismissal of the state court action was not based upon Nevada Rule of Civil Procedure 41, nor was it based upon lack of jurisdiction, improper venue, or a failure to join a party. Therefore, it would operate as an adjudication upon the merits pursuant to the specific language of Nevada Rule of Civil Procedure 41(b).

Indeed, this is the basis on which the Nevada Supreme

Court upheld claims preclusion in Five Star, based upon the first case dismissal for failure to comply with local rules. Therefore, Judge Allf's grant of summary judgment based upon the doctrine and the affirmative defense of judicial estoppel constitutes a final adjudication on the merits.

Subsection C, this action is based on the same claims that were or could have been brought in the state court action. Claims are precluded under Nevada law only where, quote:

> "The subsequent action is based upon the same claims or any part of them that were or could have been brought in the first case."
>
> Five Star, 124 Nev. at 1054, 194 P.3d at 713.

The plaintiffs' later claims for contract damages were precluded by a prior denial of specific performance arising from the same contract in breach.

In Weddell, the defendant/counterclaim plaintiff in an action that confirmed the validity of a dispute resolution was barred from bringing a later action against the panel that entered the challenged dispute resolution.

Mr. Huerta and the Alexander Christopher Trust originally sued Rogich for breach of contract, breach of the covenant of good faith and fair dealing, and negligent misrepresentation, each arising from Rogich's transfer of his interest in Eldorado Hills to TELD.

Go Global now asserts five causes of action in this

case. Three of the causes, again, are directed against Rogich only and duplicate exactly the claims denied in the original action: Breach of contract, breach of the covenant of good faith and fair dealing, and negligent misrepresentation.

Though Go Global's sixth claim for relief is denominated as one for fraud and/or negligent misrepresentation, it does not differ materially in the allegations contained or relief sought through that claim for relief. Therefore, though Go Global has changed some of the phraseology in its complaint, these three claims for relief are identical to those raised in the state court action.

Go Global includes three additional claims for relief not raised in the state court action. The first claim is directed at all defendants for civil conspiracy. The civil conspiracy claims allege only that the defendants conspired, quote, "To deprive the plaintiffs of profits, consideration and/or interests and have each taken action in conformity with that purpose." Adversary complaint at Paragraph 40.

The consideration referred to is defined as, quote, "Any consideration to be provided to the plaintiff under the express terms of the agreement." Id. at Paragraph 42.

The second and third claims for relief are related. The second claim for relief is directed against Rogich for his breach of fiduciary duty, whereas the third claim for relief is directed at TELD, Imitations, Eldorado Hills' aiding and

abetting role, which is breach of fiduciary duty.

Go Global alleges that Rogich was a fiduciary and that he relied upon him or it, quote, "to honor his agreement on more than $2 million of debt owed to him from defendant." Id. at Paragraph 45.

Rogich is alleged to have breached that duty by conspiring to deprive Go Global of consideration or compensation. Id. at Paragraph 48.

At the same time, by conspiring with Rogich, TELD, Imitations, and Eldorado Hills are alleged to have substantially assisted Rogich in his breach of fiduciary duty. Id. at Paragraph 53.

This deprivation of consideration or compensation is at the core of the alleged civil conspiracy and breach of fiduciary claims and pertains to Rogich's transfer of his interest in Eldorado Hills to TELD for which he is alleged to have received his interest in Imitations.

The Rogich transfer serves as the operative act supporting the claims for each and every claim of relief asserted against Rogich in the state court action and against every defendant in the present case. No other operative act was alleged in Go Global's complaint. For this very reason, Eldorado Hills and TELD figure prominently in the original complaint in the state court action, as noted previously.

Imitations' sole connection, as discussed before, is

-- in the instant case, rested in the fact that Rogich allegedly received ownership in it in exchange for the transfer of Eldorado Hills to TELD. The present action is based upon the same facts and alleged wrongful conduct that serves as the basis of the state court action; namely that Rogich improperly transferred his interest in Eldorado Hills and the resulting failure to pay Go Global under the purchase agreement. The additional claims could have been asserted in the state court action.

In summary, the Court finds that all the elements of preclusion exist such that Judge Allf's grant of partial summary judgment in the state court action bars further litigation of the claims presented against Defendants Rogich, TELD, and Eldorado Hills, subject to the opportunity provided to Go Global to present a good reason why such claims were not raised in the state court action within the parameters and the holding of Weddell v. Sharp.

Section 3, the motion to amend is futile. On June 5, 2015, shortly before oral argument on the pending motions to dismiss and for summary judgment, Go Global filed its motion to amend. It seeks to add a claim against TELD for actual fraudulent transfer of Rogich's interest in Eldorado Hills and a claim for offset or setoff of attorney's fees awarded to Rogich in the state court action.

Go Global accurately observed that under Federal Rule

of Civil Procedure 15(a)(2), courts are directed to freely grant relief to amend complaints. Foman v. Davis, 371 U.S. 178 at 182 (1962).

But amendment is not an automatic right. Courts must review the proposed amendment to determine whether it, quote:

"Results from undo delays, made in bad faith, will cause prejudice to the opposing party, or is a dilatory tactic."

Chodos v. West Publishing, 292 F.3d 992 at 1003 (9th Cir. 2002).

Courts may also deny leave to amend, quote:

"If amendment of the complaint would be futile."

Gordon v. City of Oakland, 627 F.3d 1092, 1094 (9th Cir. 2010).

An amended claim is futile if it fails to state a cause of action upon which relief may be granted or be subject to dismissal. Miller v. Rykoff-Sexton, Inc., 845 F.2d 209 at 214 (9th Cir. 1988).

"A proposed amendment is futile only if no set of facts can be proved under the amendment to the pleadings that would constitute a valid and sufficient claim or defense."

As one Court has cautioned, quote:

"These factors are not to be understood rigidly or applied mechanically. Courts are instead counseled

to 'examine each cause upon its facts' and engage the propriety of granting leave to amend accordingly." SAES Getters SpA v. Aeronex, Inc., 219 F.Supp.2d 1081 at 1086 (S.D. Cal. 2002).

In this instance, the proposed claim for fraudulent transfer arises from the same transfer of interest, Rogich's transfer of its ownership interest in Eldorado Hills to TELD, that formed the basis for their claims asserted in the state court action and now is asserted and found to be barred in this action. As such, a claim for fraudulent transfer would also be barred under the Court's reasoning and interpretation of Nevada's doctrine of claim preclusion. Amendment therefore would be futile.

As to the proposed claim for setoff, Mr. Huerta and the Alexander Christopher Trust owe Rogich attorney's fees from the state court action. Go Global seeks to, quote:

"Set off the attorney's fees and costs paid or owing to Rogich and the defendants arising from the state court case."

ECF Number 68-3, Paragraph 100.

Presumably, the proposed setoff is against the debt Go Global seeks to recover under the purchase agreement. Given the circumstances of the case, I agree with the characterization offered by Rogich, that this is merely a disguised appeal of the fees awarded in the state court action.

This is particularly so given the allegations in the proposed amended complaint in its eighth claim for relief contesting the need for disclosure in the bankruptcy and challenging Rogich's underlying rights to the award of the attorney's fees in the state court action.

The state court judgment, including the award of attorney's fees, is entitled to the full faith and credit in this court pursuant to 28 U.S.C. Section 1738, and cannot be reviewed by this Court.

However, there is a more fundamental problem with the proposed setoff. Rogich has judgment against Mr. Huerta and the Alexander Christopher Trust for attorney's fees in the state court action. While the Alexander Christopher Trust presumably assigned all rights, title and interest under the purchase agreement back to Go Global, the attorney's fees award is a separate judgment and does not arise out of the purchase agreement.

The Alexander Christopher Trust cannot simply assign away its liability or alter Rogich's right to collect its attorney's fees from it. The Alexander Christopher Trust remains liable to Rogich for the attorney's fees. Go Global does not. As such, there is no mutuality of obligations to support any setoff.

Go Global has not addressed this fact either in their complaint or the briefing in support of the motion to amend,

nor has any party presented the Court with any Nevada law on setoff. However, bankruptcy courts are well familiar with the concept and the requirements of mutuality inherent in setoff. See 11 U.S.C. Section 553(a).

Therefore, it is the Court's conclusion that any amendment to add a claim for setoff based upon the debt owed by the Alexander Christopher Trust and the putative right to collect funds under the Purchase Agreement assigned and now held by Go Global would be futile for lack of mutuality.

For these reasons, the Court denies the motion to amend as futile. With this, this concludes the Court's oral ruling.

I would like to note, though, while still on the record, that the Court is at a loss at what this ruling means for Defendant Imitations, which did not participate in either the motion to dismiss or the motion for summary judgment.

I think that the easy answer is that this matter can be addressed within the supplemental briefing time parameters that I set out for Go Global to advise the Court as to the good reasons that would support it not naming the defendants -- the additional defendants in the state court action under Weddell v. Sharp, and the reply that is provided for the moving defendants. I also think that this will allow really any additional time that may be needed for other motions in this matter.

I want to note that I'm aware obviously that this transits the upcoming holiday season, and I am not tied to these deadlines. The parties are free to move them by stipulation as they see fit.

With that, I apologize for the length of time of this. But is there any question regarding the Court's oral ruling as to logistical nature and the supplemental briefing that it is seeking as a result of this order?

MR. SCHWARTZ: If I may, Your Honor, this is Sam Schwartz on behalf of Go Global.

THE COURT: Yes.

MR. SCHWARTZ: I just want to make sure I understand your ruling, that after the supplemental briefing with respect to the alternative defendants, you'll then decide whether the case could go forward with respect to those parties. Is that a fair statement of your ruling?

THE COURT: It is. I view it a little different, from a different perspective. The Court is inclined to grant claims preclusion absent Go Global carrying its burden under Weddell v. Sharp to establish a valid reason for not including them, and as such will enter the order consistent with the oral ruling absent a showing of good cause.

MR. SCHWARTZ: Understood, Your Honor. Thank you.

MR. LIONEL: Your Honor, Sam Lionel. Does Your Honor want a written order of any kind? Right now we have just what

Your Honor has stated.

THE COURT: Thank you, Mr. Lionel. I think that what I will do is draft a very short order allowing -- setting out the briefing deadlines for the reasons stated in the Court's oral ruling. I'll prepare that so we don't have to wait for signature and such, but that's all. So it will just request additional ruling as indicated -- indicate that the matter will be deemed submitted on conclusion of the briefing.

MR. LIONEL: Your Honor, we have a claim for attorney's fees.

THE COURT: Thank you for bringing that up. I think that -- you do have a claim for attorney's fees. I struggled somewhat but not too much with that, Mr. Lionel, in that it was raised, and properly raised, in the actual motion and then was never discussed again. So obviously you did not know the amount of your attorney's fees. What I would suggest is that it just be folded into the time for the supplemental briefing so that it can be addressed, as well.

I guess with that, if the parties really believe that oral argument is necessary on the attorney's fees, you could convince me to hold oral argument on the supplemental briefing, if the parties desire. I am not sure that that is really necessary, so I'll leave it to the parties to decide whether they want to ask the Court to reconsider deeming the matter submitted upon the conclusion of the briefing as to the

underlying motion to dismiss and subject.

MR. SCHWARTZ: Your Honor, this is Mr. Schwartz. I guess I have two questions that come to mind. One, maybe it makes sense for us both to comment on the attorney's fees in our supplemental briefs. And then do you want any page limits with to those briefs?

THE COURT: I'm going to trust counsel on the page limits. I think that considerable ink has been spilled on this. I hope I've demonstrated that I've tried to give this matter considerable consideration and have spent a considerable amount of time on this. So I'm looking for the arguments to be sharp and focused on supplemental briefing.

As to the motion for attorney's fees, I would suggest that it be handled separately from the supplemental briefing because I don't think it necessarily crosses.

So, Mr. Lionel, how do you see that matter, since you are the moving party for the attorney's fees?

MR. LIONEL: I will file something by the date you gave, Your Honor, for Go Global. I see no need for any kind of oral argument.

THE COURT: Okay. Thank you. All right. Unless there is anything else then, I think that covers all the matters that I wanted to address in addition to the Court's oral ruling. Thank you very much. That will conclude the proceeding and we'll be adjourned.

MR. LIONEL: Thank you.

THE COURT: Madam Clerk, I'll go ahead and disconnect.

MR. SCHWARTZ: Thank you, Your Honor.

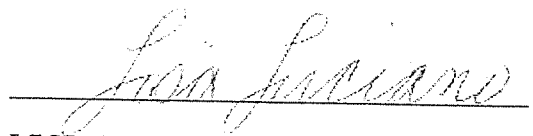
THE CLERK: All rise.

(Proceedings concluded at 3:54 p.m.)

* * * * *

CERTIFICATION

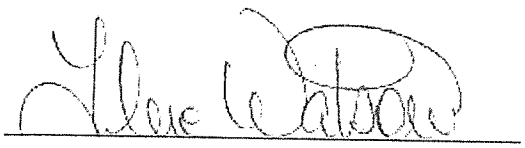
I, Lisa Luciano, court-approved transcriber, hereby certify that the foregoing is a correct transcript from the official electronic sound recording of the proceedings in the above-entitled matter.



LISA LUCIANO, AAERT NO. 327 DATE: November 18, 2015
ACCESS TRANSCRIPTS, LLC

CERTIFICATION

I, Ilene Watson, court-approved transcriber, hereby certify that the foregoing is a correct transcript from the official electronic sound recording of the proceedings in the above-entitled matter.



ILENE WATSON, AAERT NO. 447 DATE: November 18, 2015
ACCESS TRANSCRIPTS, LLC

EXHIBIT 6

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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.

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7. On November 7, 2012, when Huerta and Go Global sent their letter to the Rogich Trust, Huerta and Go Global were aware that they had a claim against the Rogich Trust.

8. On June 18, 2013, Carlos Huerta filed a Declaration, under oath that stated in paragraph 4 thereof:

"In connection with confirmation of the Plan, I reviewed the Plan (as amended), Disclosure Statement (as amended) and all related exhibits thereto. The statements in those documents are true and accurate..." N.A THIS Declaration allowed Huerta & Go Global to confirm a Ch. 11 Plan. 7/22/13.

10. On July 30, 2013, Huerta and Go Global assigned to the Alexander Christopher Trust "all money, assets or compensation remaining to be paid pursuant to the Purchase Agreement or from any act of recovery seeking to enforce the obligations of the parties thereto. Carlos Huerta and Christine Huerta are the grantors of said Trust and Carlos Huerta is the Trustee of said Trust.

11. On July 31, 2013, Carlos Huerta individually and as Trustee of said Trust filed this action against The Rogich Trust to recover the sum of $2,747,729.50 allegedly due under the Purchase Agreement.

LEGAL DETERMINATION

1. On November 7, 2012, Huerta and Go Global were aware that they had a claim against the Rogich Trust.
2. The said claim was not disclosed in Huerta's and Go Global's First Amended, Second Amended or Third Amended Disclosure Statements.
3. The said claim was not disclosed in Huerta's and Go Global's Plan or their first, second or third Amendments to the Plan.

WHEREFORE IT IS ORDERED that The Rogich Family Irrevocable Trust's Motion for Partial Summary Judgment be, and is hereby granted and the First, Second and Third claims for relief of Carlos A. Huerta, individually and as Trustee of the Alexander Christopher Trust are dismissed.

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AND WHEREAS on October 1, 2014, an Order Granting Partial Summary Judgment dismissing Plaintiff Nanyah Vegas', LLC's Fourth claim for relief was duly entered.

AND WHEREAS all claims for relief alleged in the Amended Complaint have been dismissed.

IT IS HEREBY ORDERED ADJUDGED AND DECREED that the Amended Complaint herein, be, and it is, hereby dismissed.

DATED this 3 day of November, 2014.

Nancy L. Allf
DISTRICT COURT JUDGE

SUBMITTED:
LIONEL SAWYER & COLLINS

By: _____
Samuel S. Lionel
300 S. Fourth Street, #1700
Las Vegas, NV 89101
Attorneys for Defendant

APPROVED
McDonald Law Offices, PLC

By: _____
Brandon McDonald
2505 Anthem Village Dr., Suite E-474
Henderson, NV 89052
Attorney for Plaintiffs

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EXHIBIT 7

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CLERK OF THE COURT

JUDG

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300 South Fourth Street, 14th Floor
Las Vegas, Nevada 89101
Telephone: (702) 791-8251
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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

☐ Voluntary Dismissal
☐ Involuntary Dismissal
☐ Stipulated Dismissal
☐ Motion to Dismiss by Deft(s)
☒ Summary Judgment
☐ Stipulated Judgment
☐ Default Judgment
☐ Judgment of Arbitration

WHEREAS, an Order Granting Motion for Award of Attorneys' Fees was duly entered on February 11, 2015 in favor of Defendant, The Rogich Family Irrevocable Trust, in the amount of $237,954.50 against said Plaintiffs; and

WHEREAS, on November 7, 2014, The Rogich Family Irrevocable Trust duly filed a Memorandum of Costs and Disbursements in the amount of $5,016.77; and

WHEREAS, the Plaintiffs did not file a Motion to Retax.

NOW THEREFORE IT IS ORDERED, ADJUDGED AND DECREED THAT the Defendant, The Rogich Family Irrevocable Trust, be and is hereby awarded Final Judgment against Plaintiffs Carlos A. Huerta, individually, and as Trustee of The Alexander Christopher Trust, dismissing the Amended Complaint, with prejudice, together with the award of $237,954.50, for attorneys' fees, plus costs taxed in the amount of $5,016.77.

Dated this 20 day of February, 2015.

DISTRICT COURT JUDGE

SUBMITTED by:
FENNEMORE CRAIG, P.C.
17th day of February, 2015

By:
Samuel S. Lionel
300 S. Fourth Street, #1400
Las Vegas, NV 89101
Attorneys for Defendant

GG001692

EXHIBIT 8

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CLERK OF THE COURT

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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,

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

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:

UNDISPUTED MATERIAL FACTS

1. Nanyah alleged that he invested $1,500,000 for a membership interest in Eldorado which he intended to be a capital investment and that he did not receive an interest in Eldorado .
2. There is no evidence that Nanyah made an investment directly into Eldorado.
3. There was no privity between Nanyah and Eldorado.

LEGAL DETERMINATIONS

1. Nanyah's claim for unjust enrichment, if any, arose at the time of its alleged investment.
2. The applicable statutes of limitations are NRS 11.190(2) and NRS 11.220.
3. Nanyah's alleged claim of unjust enrichment cannot be maintained and is barred by the statutes of limitations.

WHEREFORE IT IS ORDERED that Defendant Nanyah Vegas, LLC's Countermotion is denied without prejudice; and

IT IS FURTHER ORDERED that the Defendant Eldorado Hills, LLC's Motion for Partial Summary Judgment against Defendant Nanyah Vegas, LLC, be and it is hereby granted.

DATED this 25 day of September, 2014.

DISTRICT COURT JUDGE

SUBMITTED:
LIONEL SAWYER & COLLINS

By: _____
Samuel S. Lionel
300 S. Fourth Street, #1700
Las Vegas, NV 89101
Attorneys for Defendant
Eldorado Hills, LLC

APPROVED
McDonald Law Offices, PLC

By: _____
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Attorney for Plaintiffs

EXHIBIT 9

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CLERK OF THE COURT

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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.

AND RELATED CLAIMS

Case No. A-13-686303-C

Dept. XXVII

NOTICE OF ENTRY OF ORDER

NOTICE OF ENTRY OF ORDER GRANTING PARTIAL SUMMARY JUDGMENT

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Notice is hereby given that on November 5, 2014 an Order Granting Partial Summary Judgment was duly entered , a copy of which is attached here as Exhibit A.

Dated: November 6, 2014.

LIONEL SAWYER & COLLINS

By: /s/ Samuel S. Lionel
Samuel S. Lionel, NV Bar #1766
300 South Fourth Street, 17th Floor
Las Vegas, NV 89101
Attorneys for Defendant

CERTIFICATE OF SERVICE

Pursuant to Administrative Order 14-2, the undersigned hereby certifies that a true and correct copy of the **Notice of Entry of Order Granting Partial Summary Judgment** was electronically served on this 6th day of November, 2014 on the following:

Brandon McDonald
McDonald Law Offices, PLCC
2505 Anthem Village Drive, Ste. E-474
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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.

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7. On November 7, 2012, when Huerta and Go Global sent their letter to the Rogich Trust, Huerta and Go Global were aware that they had a claim against the Rogich Trust.

8. On June 18, 2013, Carlos Huerta filed a Declaration, under oath that stated in paragraph 4 thereof:

"In connection with confirmation of the Plan, I reviewed the Plan (as amended), Disclosure Statement (as amended) and all related exhibits thereto. The statements in those documents are true and accurate..." N-A This Declaration allowed Huerta & Go Global to confirm a Ch. 11 Plan. 7/22/13.

10. On July 30, 2013, Huerta and Go Global assigned to the Alexander Christopher Trust "all money, assets or compensation remaining to be paid pursuant to the Purchase Agreement or from any act of recovery seeking to enforce the obligations of the parties thereto. Carlos Huerta and Christine Huerta are the grantors of said Trust and Carlos Huerta is the Trustee of said Trust.

11. On July 31, 2013, Carlos Huerta individually and as Trustee of said Trust filed this action against The Rogich Trust to recover the sum of $2,747,729.50 allegedly due under the Purchase Agreement.

LEGAL DETERMINATION

1. On November 7, 2012, Huerta and Go Global were aware that they had a claim against the Rogich Trust.
2. The said claim was not disclosed in Huerta's and Go Global's First Amended, Second Amended or Third Amended Disclosure Statements.
3. The said claim was not disclosed in Huerta's and Go Global's Plan or their first, second or third Amendments to the Plan.

WHEREFORE IT IS ORDERED that The Rogich Family Irrevocable Trust's Motion for Partial Summary Judgment be, and is hereby granted and the First, Second and Third claims for relief of Carlos A. Huerta, individually and as Trustee of the Alexander Christopher Trust are dismissed.

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AND WHEREAS on October 1, 2014, an Order Granting Partial Summary Judgment dismissing Plaintiff Nanyah Vegas', LLC's Fourth claim for relief was duly entered.

AND WHEREAS all claims for relief alleged in the Amended Complaint have been dismissed.

IT IS HEREBY ORDERED ADJUDGED AND DECREED that the Amended Complaint herein, be, and it is, hereby dismissed.

DATED this 3 day of November, 2014.

Nancy L. Allf
DISTRICT COURT JUDGE

SUBMITTED:
LIONEL SAWYER & COLLINS

By: _____
Samuel S. Lionel
300 S. Fourth Street, #1700
Las Vegas, NV 89101
Attorneys for Defendant

APPROVED
McDonald Law Offices, PLC

By: _____
Brandon McDonald
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Attorney for Plaintiffs

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AND WHEREAS on October 1, 2014, an Order Granting Partial Summary Judgment dismissing Plaintiff Nanyah Vegas', LLC's Fourth claim for relief was duly entered.

AND WHEREAS all claims for relief alleged in the Amended Complaint have been dismissed.

IT IS HEREBY ORDERED ADJUDGED AND DECREED that the Amended Complaint herein, be, and it is, hereby dismissed.

DATED this ___ day of October, 2014.

DISTRICT COURT JUDGE

SUBMITTED:
LIONEL SAWYER & COLLINS

By: _____
Samuel S. Lionel
300 S. Fourth Street, #1700
Las Vegas, NV 89101
Attorneys for Defendant

APPROVED
McDonald Law Offices, PLC

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Attorney for Plaintiffs

GG001703

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
HPCH, LLC,	11-28681-BAM
Debtors.	Confirmation Hearing Dates: 6/19/2013 & 6/20/2013 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:

TYPE	ESTIMATED AMOUNT OWED	PROPOSED TREATMENT
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.

Class #	Description	Impairment	Treatment
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 November2, 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 Litigaiton. 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

Exhibit A – 17

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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

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

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

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

Dated this 14th day of March, 2016.

FENNEMORE CRAIG, P.C.

by _____
Samuel S. Lionel, Esq.
Nevada Bar Number 1776
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Las Vegas, NV 89101
Attorneys for Defendant
The Rogich Family Irrevocable Trust

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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:

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Attorney for Plaintiffs

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

An Employee of Fennemore Craig, P.C.

EXHIBIT 11

Honorable Gary Spraker
United States Bankruptcy Judge

Entered on Docket
March 10, 2016

UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEVADA

* * * * * *

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

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[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

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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.

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originally challenged.

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

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

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

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

IT IS SO ORDERED.

* * * *

Copies sent via BNC to:

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

###

Exhibit A – 18

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CLERK OF THE COURT

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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 RELEIF 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

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

Dated this 22nd day of March, 2016.

SCHWARTZ FLANSBURG PLLC

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MEMORANDUM OF POINTS AND AUTHORITIES

Preliminary Statement

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

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.

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

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

Argument

A. Current Procedural Posture and Applicable Standard.

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

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

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.

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

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

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

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

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

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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.

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the Debtors' membership interests in Pecan Street Plaza, LLC to the Paulson 2005 Trust or Azure Seas Holdings, LLC, (ii) the dissolution of McCarran Development, LLC ("**MCD**"), of which the Debtors owned 30%, and the retention by Paulson of the land which was to be transferred to MCD, but never was, (iii) the divesture of the Debtors' interest in Mt. Charleston View, LLC for a payment of $10.00 to the Debtors, even though the Debtors interest in View is estimated to be worth in excess of $2.5 million and (iv) the divesture of the Debtors' interest in the Mt. Charleston lodging development located in Las Vegas. Specifically, among other things, the Mt. Charleston Adversary seeks the avoidance of preferential transfers under section 547 of the Bankruptcy Code, the avoidance of fraudulent transfers under sections 544 and 548 of the Bankruptcy Code and the recovery of property or its value for the Debtors' estates under section 550 of the Bankruptcy Code. The Mt. Charleston Adversary hearing is scheduled to commence on August 24, 2011. The Debtors anticipate that they will prevail and if successful, the Debtors intend on using the funds recovered from Paulson to, in part, fund distributions to creditors under the Plan.

Significant Events During the Bankruptcy Cases

In addition to the adversary proceedings detailed herein, on April 4, 2011, the Debtors filed Debtors' Motion for the Entry of an Order Authorizing the Debtors to Obtain Post-Petition Financing Pursuant to 11 U.S.C. §§ 105, 361, 362 and 364 (the "**DIP Motion**"). Pursuant to the DIP Motion, the Debtors are seeking the approval of post-petition financing from Jacob Feingold in the form of a term note in the amount of up to $80,000 to be secured by unencumbered parcels of land located in Ashton, Idaho, which is owned by the Alexander Christopher Trust, the Huerta's family trust. As of the date of this Disclosure Statement, the DIP Motion has not yet been heard by the Court.

Additionally, the Debtors petitioned the Court to retain two professionals in these Chapter 11 cases as follows: (i) The Schwartz Law Firm, Inc. ("**SLF**"), as Debtors' counsel and (ii) Kolesar & Leatham, Chtd. as special corporate counsel for the Debtors.

Projected Recovery of Avoidable Transfers

Pursuant to the Mt. Charleston Adversary, the Debtors are presently pursuing preference, fraudulent conveyance, or other avoidance actions against Paulson and Paulson's entities due to the significant transfers and divestitures of the Debtors' assets that were initiated by Paulson and Paulson's entities, in part, during the 2 year period leading up to the filing of these Chapter 11 cases.

The Debtors further reserve their right, however, to perform and complete additinal investigations with regard to prepetition transactions. Although they do not believe any significant transfers occurred, other than those reference above, creditors should be aware that if you received a payment or other transfer within 90 days of the Petition Dates, or any other transfer avoidable under the Bankruptcy Code, the Debtors may seek to avoid such transfer.

Claims Objections

Except to the extent that a claim is already allowed pursuant to a final, non-appealable order, the Debtors reserve the right to object to creditors' claims. Therefore, even if your claim is allowed for voting purposes, you may not be entitled to a distribution if an objection to your claim is later upheld. The procedures for resolving disputed claims are set forth in Article V of the Plan.

Separately, the Court set the following bar dates for proofs of claim in these Chapter 11 cases as stated in the below table (collectively, the "**Bar Date**"). The Bar Date is the date after which creditors cannot file a proof of claim in these Chapter 11 cases. Importantly, if your claim is listed in the Debtors' Schedules of Liabilities, and you agree with the claim amount listed therein, you do not need to file a proof of claim in theses Chapter 11 cases. If the Debtors amend their Schedules of Liabilities and your claim is affected, you will have an opportunity to file an objection to any such change.

Debtor	**Bar Date for Non-Governmental Creditors**	**Bar Date for Governmental Creditors**
Carlos A. Huerta and Christine H. Huerta	8/18/2010	8/14/2010
Go Global, Inc.	8/4/2010	8/19/2010

Current and Historical Financial Conditions

The identity and fair market value of the assets of the Debtors' estates are listed in **Exhibit B**. The Debtors reserve the right to revalue the Properties prior to final confirmation of the Plan to reflect the value of the Properties at such time. Therefore, if you are a secured lender, your secured claim may change in connection with confirmation of the Plan if the value of your collateral has decreased after the hearing to determine the value of your respective collateral. **If you are a secured creditor and intend to object to any revised valuation of your collateral, you must file an objection to the Plan. If you are a secured lender subject to a revised valuation, notice of such revised valuation will be provided to you upon filing with the Court.**

III. SUMMARY OF THE PLAN OF REORGANIZATION AND TREATMENT OF CLAIMS AND EQUITY INTERESTS

What is the Purpose of the Plan of Reorganization?

As required by the Bankruptcy Code, the Plan places claims in separate classes and describes the treatment each class will receive. The Plan also states whether each class of claims is impaired or unimpaired. If the Plan is confirmed, your recovery will be limited to the amount provided by the Plan.

Unclassified Claims

Certain types of claims are automatically entitled to specific treatment under the Bankruptcy Code. Such claims are not considered impaired, and holders of such claims do not vote on the Plan. Such Creditors may, however, object if, in such creditor's view, its treatment under the Plan does not comply with that required by the Bankruptcy Code. As such, the Debtors did *not* place the following claims in any class:

Administrative Expenses

Administrative expenses are costs or expenses of administering the Debtors' Chapter 11 cases which were incurred on or after the Petition Dates and which are allowed under section 507(a)(2) of the Bankruptcy Code. Administrative expenses also include the value of any goods or services sold to the Debtors in the ordinary course of business on or before the Petition Dates. The Bankruptcy Code requires that all administrative expenses be paid on the effective date of the Plan, unless a particular claimant agrees to a different treatment.

The following chart lists the Debtors' estimated administrative expenses, and their proposed treatment under the Plan:

TYPE	**ESTIMATED AMOUNT OWED**	**PROPOSED TREATMENT**
Expenses Arising in the Ordinary Course of Business After the Petition Date	Coming 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	$100,000.00	Paid in full on the effective date of the Plan, or according to separate written agreement, or according to Court order if such fees have not been approved by the Court on the effective date of the Plan.
Clerk's Office Fees	$0.00	Paid in full on the effective date of the Plan.
Other administrative expenses	$0.00	Paid in full on the effective date of the Plan or according to separate written agreement.
Office of the U.S. Trustee Fees	$5,000.00	Paid in full on the effective date of the Plan.
TOTAL	$105,000.00	

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 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.

Classes of Claims

The following are the classes set forth in the Plan, and the proposed treatment that they will receive under the Plan.

Classes of Secured Claims

Allowed secured claims are claims secured by property of the Debtors' bankruptcy estate (or that are subject to set off) to the extent allowed as secured claims under section 506 of the Bankruptcy Code. If the value of the collateral or setoffs securing the creditor's claim is less than the amount of the creditor's allowed claim, the deficiency will be classified as a general, unsecured claim in Class 5. The Debtors' unimpaired secured claims are included in Class 1 and are divided into four (4) subclasses. The Debtors' six (6) impaired secured claims are divided into separate sub-classes within the Class 2, based upon each lien holder's related, separate and unique property rights. The Debtors' unsecured first and second lien holders' claims, if any, as well as those of general unsecured creditors, are classified in the general Class 5. As a result, each lien holder against the Debtors' real or personal property will receive one or two ballots, as applicable, for their separate Class 2 claims and Class 5 claims.

Secured creditors whose notes and mortgages may be modified pursuant to the Plan must elect to have their claims treated under section 1111(b) of the Bankruptcy Code prior to the conclusion of the hearing of this Disclosure Statement. The failure of any secured creditor to elect to apply section 1111(b) of the Bankruptcy Code prior to the conclusion of the Disclosure Statement hearing, may result in the loss of such rights, as set forth in Rule 3014 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**").

The following chart lists the classes containing the Debtors' secured prepetition claims and their proposed treatment of those claims under the Plan:

Class #	Description	Impairment	Treatment
1	Secured claims of the Debtors' Property First Lien Holders Aggregate Allowed Secured Amount = $1,200,000.00 Pre-pet. Arrearage and Cure Payment = $0.00	Unimpaired	Paid in accordance with the terms of the underlying note and mortgage.
2	Secured claims of the Debtors' Residential Property First Lien Holders - Aggregate Allowed Secured Amount = $2,461,130.12 Pre-pet. Arrearage and Cure Payment = $0.00	Impaired	Paid in accordance with the terms of the underlying notes and mortgages based on the principal values as identified on **Exhibit B** or as agreed by the Debtor and the related note holder.

The Debtors' Plan shall, pursuant to section 1123(b) of the Bankruptcy Code, provide for the revaluation of the Debtors' real property listed on Exhibit B, in accordance with each Property's current market value immediately prior to final confirmation of the Plan. If you are a secured creditor, your secured claim may be reduced in accordance with section 506(a) of the Bankruptcy Code, as of the effective date of the Plan. If you disagree with the revaluation, you should object to the Plan.

THE DEBTORS INTEND TO SEEK SUBSTANTIVE CONSOLIDATION IN CONNECTION WITH THE PAYMENT OF THE GENERAL UNSECURED CLAIMS AGAINST THEIR ESTATES THROUGH THE PLAN. IF SUCH SUBSTANTIVE CONSOLIDATION IS AUTHORIZED AND ORDERED BY THE COURT, CERTAIN ALLOWED CLAIMS OF THE DEBTORS OR THEIR ESTATES SHALL BE SATISFIED FROM THE COMBINED CASH AND OTHER PROPERTY OF THE DEBTORS AND THEIR COMBINED ESTATES. ALL ALLOWED SECURED CLAIMS IN CLASSES 1 AND 2 WILL RETAIN THEIR LIENS AND NOT BE ELIMINATED AS THE RESULT OF THE SUBSTANTIVE CONSOLIDATION.

Reservation of Rights

Although the Debtors have filed the Mt. Charleston Adversary, the Debtors have not filed any adversary proceedings at this time against their mortgage lenders. Regardless of whether the Court confirms the Plan, however, the Debtors may pursue claims they hold against their mortgage lenders under The Truth In Lending Act, 15 U.S.C. §§ 1601, *et seq*., The Real Estate Settlement Procedures Act, 12 U.S.C. §§ 2601, *et seq*., as well as certain Nevada, Texas, and Florida state law claims. At this time, however, the Debtors' Cash Flow Analysis, attached as **Exhibits D and D-1**, proposes to make Plan payments to all general unsecured creditors, in accordance with section 1129(a)(7) and it assumes that that there will be no recoveries from the Debtors' mortgage lenders on account of the Debtors' potential claims. Therefore, in the event the Debtors initiate any such actions and are unsuccessful, each unsecured creditor's claims distribution, as detailed herein, will remain unchanged. Accordingly, the pursuit of claims against the Debtors' mortgage lenders will not negatively affect, or otherwise reduce the Debtors' Plan payments, as provided herein, or require any further reorganization or liquidation, in accordance with section 1129(a)(11).

Except as expressly set forth in the Plan, the Plan shall have no force or effect until the Court enters the confirmation order. Neither the filing of the Plan, any statement or provision contained in the Disclosure Statement, nor the taking of any action by the Debtors or any other entity with respect to the Plan shall be or shall be deemed to be an admission or waiver of any rights of: (1) any Debtors with respect to the holders of claims or other entity; or (2) any holder of a Claim or other entity prior to the effective date of the Plan.

Additionally, in accordance with section 1123(b) of the Bankruptcy Code, the Debtors and reorganized Debtors shall retain all causes of action that the Debtors may hold against any party and reserve the right, after the effective date of the Plan, to assert and prosecute such

causes of action against any party, that the Debtors had immediately prior to their respective Petition Dates, as fully as if these Chapter 11 cases had not been commenced.

Priority Claims – Class 3

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. 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.

Classes of General unsecured Claims

General unsecured claims are not secured by property of the Debtors' estates and are not entitled to priority under section 507(a) of the Bankruptcy Code.

The following chart identifies the Plan's proposed treatment of Class Numbers 4 and 5, which contains the general unsecured claims against the Debtors:

Class #	Description	Impairment	Treatment
4	1122(b) Convenience Class – Claims under $1,000.00	Unimpaired	Paid in full in cash on the effective date of the Plan or when due under contract or applicable non-bankruptcy law.
5(a)	Allowed General Unsecured Claims of Hugo R. Paulson	Impaired	Paid in accordance with the outcomes of the Waterstone Adversary, the Mt. Charleston Lodge Adversary, and the Savino Litigation.
5(b)	Allowed General Unsecured Class, which includes the unsecured portion of the Debtors' first and second lien holders	Unimpaired	Monthly Payment = 100% of Allowed Claim, paid over 60 months in quarterly installments Payments Begin = Upon Confirmation Payments End = After 20 payments

THE DEBTORS INTEND TO SEEK SUBSTANTIVE CONSOLIDATION IN CONNECTION WITH THE PAYMENT OF THE GENERAL UNSECURED CLAIMS AGAINST THEIR ESTATES THROUGH THE PLAN. IF SUCH SUBSTANTIVE CONSOLIDATION IS AUTHORIZED AND ORDERED BY THE COURT, CERTAIN ALLOWED CLAIMS OF THE DEBTORS OR THEIR ESTATES SHALL BE SATISFIED FROM THE COMBINED CASH AND OTHER PROPERTY OF THE

DEBTORS AND THEIR COMBINED ESTATES. AS NOTED ABOVE, ALL ALLOWED SECURED CLAIMS IN CLASSES 1 AND 2 WILL RETAIN THEIR LIENS AND NOT BE ELIMINATED AS THE RESULT OF THE PROPOSED SUBSTANTIVE CONSOLIDATION.

The post-confirmation payment of the claims of unsecured creditors in the Debtors' Chapter 11 cases shall be jointly administered. Accordingly, the Debtors will pay their combined creditor pool through the continued joint administration of their estates post-confirmation, in order to maximize the distributions to unsecured creditors and avoid the related costs of paying their joint creditors separately for 5 years.

Equity Interest of the Debtor

Equity interest holders are parties who hold an ownership interest (i.e., equity interest). 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 company, the equity interest holders are the members. Finally, with respect to an individual who is a debtor, the debtor is the equity interest holder.

In these Chapter 11 cases, the Debtors' equity interests will not be impaired by the Plan.

IV. MEANS OF IMPLEMENTING THE PLAN

Source of Payments

Payments and distributions under the Plan will be funded by the Debtors, based upon their (a) projected monthly rental income, (b) personal income, (c) sale of existing assets in Debtor's possession, (d) income generated by Go Global and (e) the proceeds of the Mt. Charleston Adversary if the Debtors are successful. The Debtors' Cash Flow Analysis is attached hereto as **Exhibits D and D-1** and outlines the Debtors' sources and uses of income. The Plan payments described in this Disclosure Statement are based on the sum of the Debtors' rental, business and personal income, minus their monthly mortgage payments and personal expenses, plus any potential recoveries pursuant to the Mt. Charleston Adversary.

Method of Plan Payments

On or about the effective date of the Plan, the Debtors shall retain Cynthia Bitaut of Baxter Distribution Services, 2655 Box Canyon Drive #190, Las Vegas, Nevada 89128 as their disbursement agent (the "**Disbursement Agent**"). Except as otherwise provided in the Plan, upon confirmation, the Debtors shall begin making monthly distributions to the Disbursement Agent under the Plan. The Disbursement Agent shall begin, as soon as practical, making payments to the Debtors' unsecured creditors holding allowed claims on a quarterly basis, until such claims are paid in full as set forth in the Plan.

Distributions on Account of Claims Allowed After the Effective Date

Except as otherwise provided in the Plan, or upon the entry of a final, non-appealable order of the Court, or as agreed to by the relevant parties, distributions under the Plan on account of a disputed claim that becomes an allowed claim after the effective date of the Plan shall begin on the regular quarterly payment date, as established by the Disbursement Agent, which is at least thirty (30) days after such claim becomes an allowed claim.

Notwithstanding anything in the Plan to the contrary, and except as otherwise agreed to by the relevant parties, no partial payments and no partial distributions shall be made with respect to a disputed claim until all such disputes in connection with such disputed claim have been resolved by settlement among the parties or a final, non-appealable order of the Court. In the event that there are disputed claims requiring adjudication and resolution, the Disbursement Agent shall establish appropriate reserves for potential payment of such claims pursuant to Article V of the Plan.

In no event, however, shall the Disbursement Agent be held liable for any failures of the Debtors to make any of their payments required under the Plan.

Undeliverable Distributions

Holding of Certain Undeliverable Distributions.

If any distribution to a holder of an allowed claim made in accordance herewith is returned to the reorganized Debtors (or its Distribution Agent) as undeliverable, no further distributions shall be made to such holder unless and until the reorganized Debtors (or their Distribution Agent) are notified in writing of such holder's then current address, at which time all currently due missed distributions shall be made to such holder on the next periodic distribution date. Undeliverable distributions shall remain in the possession of the reorganized Debtors, subject to paragraph (b) below, until such time as any such distributions become deliverable. Undeliverable distributions shall not be entitled to any additional interest, dividends or other accruals of any kind on account of their distribution being undeliverable.

Failure to Claim Undeliverable Distributions.

No later than 210 days after the effective date, the reorganized Debtors shall file with the Court a list of the holders of undeliverable distributions. This list shall be maintained and updated periodically in the sole discretion of the reorganized Debtors for as long as the Chapter 11 cases stay open. Any holder of an allowed claim, irrespective of when a claim becomes an allowed claim, that does not notify the reorganized Debtors of such holder's then current address in accordance herewith within the latest of (i) one year after the effective date, (ii) 60 days after the attempted delivery of the undeliverable distribution and (iii) 180 days after the date such claim becomes an allowed claim shall have its claim for such undeliverable distribution discharged and shall be forever barred, estopped and enjoined from asserting any such claim against the reorganized Debtors or their property. In such cases, (i) any cash held for distribution on account of allowed claims, up to the full amount of such holder's allowed claim, shall be redistributed to holders of allowed claims in the applicable class on the next periodic distribution

date and (ii) any cash held for distribution to other creditors shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code and become property of the reorganized Debtors, free of any claims of such holder with respect thereto. Nothing contained herein shall require the reorganized Debtors to attempt to locate any holder of an allowed claim.

Failure to Present Checks.

Checks issued by the Distribution Agent on account of allowed claims shall be null and void if not negotiated within 180 days after the issuance of such check. In an effort to ensure that all holders of allowed claims receive their allocated distributions, no later than 180 days after the issuance of such checks, the reorganized Debtors shall file with the Court a list of the holders of any un-negotiated checks. This list shall be maintained and updated periodically in the sole discretion of the reorganized Debtors for as long as the Chapter 11 cases stay open. Requests for reissuance of any check shall be made directly to the Distribution Agent by the holder of the relevant allowed claim with respect to which such check originally was issued. Any holder of an allowed claim holding an un-negotiated check that does not request reissuance of such un-negotiated check within 240 days after the date of mailing or other delivery of such check shall have its claim for such un-negotiated check discharged and be discharged and forever barred, estopped and enjoined from asserting any such claim against the reorganized Debtors or their property. In such cases, any cash held for payment on account of such claims shall be property of the reorganized Debtors, free of any claims of such holder with respect thereto. Nothing contained herein shall require the reorganized Debtors to attempt to locate any holder of an allowed claim.

The Holding Company.

On or about the effective date of the Plan, the Debtors shall transfer title of their properties to a Nevada limited liability company (the "**Holding Company**") for liability purposes. The transfers shall not limit the Debtors' personal liability to their Class 1 and Class 2 creditors or their obligations to make payments under the Plan.

Post-confirmation Management

The Debtors will continue to manage their properties and businesses post-petition in the ordinary course. The Debtors will be authorized to enter into, terminate and renew agreements as they see fit with respect to their properties and Go Global's real estate development activities. Additionally, some of the Debtors' other activities will include consulting work for Kalanit Nevada, LLC, D&D Properties, LLC, and to StarNet Group, LLC. Additionally, the Debtors will maintain a reserve account of 40,000.00. Finally the Debtors will be authorized to transfer their properties to the Holding Company to limit their liability form any claims arising therefrom after the confirmation date.

Risk Factors

The significant risk related to the Debtors' Plan is the continued deterioration of both the commercial and residential real estate markets. Should the real estate market further deteriorate, the Debtors may become unable to make their Plan payments.

The Debtors are depending, in part, on the proceeds of the Mt. Charleston Adversary to fund distributions to creditors under the Plan. If, however, the Debtors are unsuccessful, the Debtors will have to find other sources to fund their Plan distributions, which could severely impact the distributions to creditors proposed under the Plan.

Executory Contracts and Unexpired Leases

The Plan, in **Exhibit E**, lists all executed contracts and unexpired leases the Debtors will assume under the Plan. Assumption means that the Debtors have elected to continue to perform the obligations under such contracts and unexpired leases, and to cure defaults of the type that must be cured under the Bankruptcy Code, if any. **Exhibit E** also lists how the Debtors will cure and compensate the other party to such contract or lease for any such defaults.

If you object to the assumption of your unexpired lease or executory contract, the proposed cure of any defaults, or the adequacy of assurance of performance, you must file and serve your objection to the Plan by the deadline for objecting to the confirmation of the Plan, unless the Court sets an earlier time.

All executory contracts and unexpired leases that are not listed in **Exhibit E** will be rejected under the Plan. Consult your advisor or attorney for more specific information about particular contracts or leases.

If you object to the rejection of your executory contract or unexpired lease, you must file and serve your objection to the Plan within the deadline for objecting to the confirmation of the Plan.

The Deadline for Filing a Proof of Claim Based on a Claim Arising from the Rejection of an Unexpired Lease or Executory Contract is set forth on Page 7 above. Any claim based on the rejection of an executory contract or unexpired lease will be barred if the proof of claim is not timely filed, unless the Court orders otherwise.

Tax Consequences of Plan

Creditors Concerned with How the Plan May Affect Their Tax Liability Should Consult with their own Accountants, Attorneys, and/or Advisors.

The Debtors do not anticipate any adverse tax consequences to their estates from the Plan. To the extent the Debtors receive any debt forgiveness income related to these Chapter 11 cases, such income would not be taxable under section 108(a)(1) of the Internal Revenue Code, 26 U.S.C. §§ 1, *et seq*.

V. CONFIRMATION REQUIREMENTS AND PROCEDURES

To be confirmable, the Plan must meet the requirements listed in section 1129(a) or (b) of the Bankruptcy Code. These include the requirements that: (i) the Plan must be proposed in good faith; (ii) at least one impaired class of claims must accept the Plan, without counting votes

of insiders; (iii) the Plan must distribute to each creditor and equity interest holder at least as much as the creditor or equity interest holder would receive in a Chapter 7 liquidation case, unless the creditor or equity interest holder votes to accept the Plan; and (iv) the Plan must be feasible. These requirements are not the only requirements listed in section 1129 of the Bankruptcy Code, and they are not the only requirements for confirmation of the Plan.

Who May Vote or Object

Any party-in-interest may object to the confirmation of the Plan if the party believes that the requirements for confirmation are not met.

Many parties-in-interest, however, are not entitled to vote to accept or reject the Plan. A creditor or equity interest holder has a right to vote for or against the Plan only if that creditor or equity interest holder has a claim or equity interest that is both (1) allowed (or allowed for voting purposes) and (2) impaired.

In these Chapter 11 cases, the Debtors believe that classes 2 and 5 are impaired and that holders of claims in each of these classes are therefore entitled to vote to accept or reject the Plan. The Debtors believe that classes 1, 3 and 4 are unimpaired and that holders of claims in each of these classes, therefore, are assumed to accept the Plan.

This is an individual Chapter 11 bankruptcy with respect to the Huertas in these Chapter 11 cases. Therefore, if the holder of an allowed unsecured claim against the Huertas 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 Huertas' property to be distributed under the Plan, or (b) the projected disposable income of the Huertas (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. The Debtors' proposed payment under the Plan, which is in accordance with section 1129(a)(15) of the Bankruptcy Code, is set forth in **Exhibits D and D-1**.

What Is an Allowed Claim?

Only a creditor with an allowed claim has the right to vote on the Plan. Generally, a claim is allowed if either (A) the Debtors have scheduled the claim on the Debtors' schedules, unless the claim has been scheduled as disputed, contingent or un-liquidated, or (B) the creditor has filed a proof of claim, unless an objection has been filed to such proof of claim by the Debtors, in which case, such creditor cannot vote unless the Court, after notice and hearing, either overrules the objection or allows the claim for voting purposes pursuant to Bankruptcy Rule 3018(a).

The deadline for filing a proof of claim in these Chapter 11 cases was between August 4, 2010 and August 19, 2010, depending on the particular Debtor, and as detailed in Section II under the heading "Claims Objections".

The deadline for filing objections to confirmation of the Plan is _____, 2011.

What Is an Impaired Claim?

As noted above, the holder of an allowed claim or equity interest has the right to vote only if it is in a class that is *impaired* under the Plan. As provided in section 1124 of the Bankruptcy Code, a class is considered impaired if the Plan alters the legal, equitable, or contractual rights of the members of that class.

Who is NOT Entitled to Vote?

The holders of the following six types of claims are *not* entitled to vote:

- **Holders of claims that have been disallowed by an order of the Court;**
- **Holders of other claims that are not "allowed claims" (as discussed above), unless they have been "allowed" for voting purposes;**
- **Holders of claims in unimpaired classes;**
- **Holders of claims entitled to priority pursuant to sections 507(a)(2) or (a)(8) of the Bankruptcy Code;**
- **Holders of claims in classes that do not receive or retain any value under the Plan; and**
- **Administrative expenses.**

Even if you are not entitled to vote on the Plan, you have a right to object to the confirmation of the Plan and to the adequacy of the Disclosure Statement.

Who Can Vote In More Than One Class

A creditor whose claim has been allowed in part as a secured claim and in part as an unsecured claim, or who otherwise holds claims in multiple classes, is entitled to accept or reject a Plan in each capacity, and should cast one ballot for each claim.

Votes Necessary to Confirm the Plan

If impaired classes exist, the Court cannot confirm the Plan unless (A) at least one impaired class of creditors has accepted the Plan without counting the votes of any insiders within that class, or (B) all impaired classes have voted to accept the Plan, unless the Plan is eligible to be confirmed by "cram down" on non-accepting classes, as discussed below.

Votes necessary for a Class to Accept the Plan

A class of claims accepts the Plan if both of the following occur: (A) the holders of more than one-half (1/2) of the allowed claims in the class, who vote, cast his votes to accept the Plan, and (B) the holders of at least two thirds (2/3) in dollar amount of the allowed claims in the class, who vote, cast his votes to accept the Plan.

Treatment of Non-Accepting Classes

Even if one or more of the impaired classes reject the Plan, the Court may nonetheless confirm the Plan if the non-accepting classes are treated in the manner prescribed by section 1129(b) of the Bankruptcy Code. A plan that binds non-accepting classes is commonly referred to as a "cram down" plan. The Bankruptcy Code allows the Plan to bind non-accepting classes of claims or equity interests if it meets all the requirements for consensual confirmation except the voting requirements of section 1129(a)(8) of the Bankruptcy Code, does not "discriminate unfairly," and is "fair and equitable" toward each impaired class that has not voted to accept the Plan.

You should consult your own attorney regarding whether a "cramdown" confirmation will affect your claim, as the variations on this general rule are numerous and complex.

Liquidation Analysis

To confirm the Plan, the Court must find that all creditors who do not accept the Plan will receive at least as much under the Plan as such claim holders would receive in a Chapter 7 liquidation. A liquidation analysis is attached to this Disclosure Statement as **Exhibit C**.

Feasibility

The Court must find that confirmation of the Plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of the Debtors or any successor to the Debtors, unless such liquidation or reorganization is proposed in the Plan.

Ability to Initially Fund the Plan

The Debtors believe that they will have either (A) enough cash on hand or (B) sufficient cash flow on the effective date of the Plan to pay all claims and expenses that are entitled to be paid on that date. Tables showing the amount of cash on hand on the effective date of the Plan, and the sources of that cash are attached to this disclosure statement as **Exhibits D and D-1**.

Ability to Make Future Plan Payments And Operate Without Further Reorganization

The Debtors must also show that they will have enough cash over the life of the Plan to make the required Plan payments.

The Debtors' financial projections show that the Debtors will have an aggregate annual average cash flow, after paying operating expenses and post-confirmation taxes, as set forth on **Exhibits D and D-1** of the Plan.

You should consult with your accountant or other financial advisor if you have any questions pertaining to these projections.

VI. EFFECT OF CONFIRMATION PLAN

Discharge of the Debtors

Confirmation of the Plan does not discharge any debt provided for in the Plan until the Court grants a discharge on completion of all payments to general unsecured creditors under the Plan, which is five years or 20 quarterly payments, or as otherwise provided in section 1141(d)(5) of the Bankruptcy Code. The Debtors will not be discharged from any debt excepted from discharge under section 523 of the Bankruptcy Code, except as provided in Bankruptcy Rule 4007(c).

Modification of Plan

The Debtors may modify the Plan at any time before confirmation of the Plan. The Court, however, may require a new disclosure statement and/or re-voting on the Plan.

The Debtors may also seek to modify the Plan at any time after confirmation only if (A) the Plan has not been substantially consummated and (B) the Court authorizes the proposed modifications after notice and a hearing.

Upon request of the Debtors, the Plan may be modified at any time after confirmation of the Plan, but before the completion of payments under the Plan, to (1) increase or reduce the amount of payments under the Plan on claims of a particular class, (2) extend or reduce the time period for such payments, or (3) alter the amount of distribution to a creditor whose claim is provided for by the Plan to the extent necessary to take on accounting of any payment of a claim made other than under the Plan.

Effective as of the date hereof and subject to the limitations and rights contained in the Plan: (a) the Debtors reserve the right, in accordance with the Bankruptcy Code and the Bankruptcy Rules, to amend or modify the Plan prior to the entry of the confirmation order; and (b) after the entry of the confirmation order, the Debtors or the reorganized Debtors, as applicable, may, upon order of the Court, amend or modify the Plan, in accordance with section 1127(b) of the Bankruptcy Code or remedy any defect or omission or reconcile any inconsistency in the Plan in such manner as may be necessary to carry out the purpose and intent of the Plan; provided, however, that any modification to the Plan shall not affect the rights or treatment of holders of general unsecured claims.

Final Decree

Once the Debtors' estates are fully administered, as provided in Bankruptcy Rule 3022 the Debtors will file a motion with the Court to obtain a final decree to close the Chapter 11 cases. Alternatively, the Court may enter such a final decree on its own motion.

VII. OTHER PLAN PROVISIONS

Vesting of Assets in the Reorganized Debtors and the Holding Company

After confirmation of the Plan, all property of the Debtors shall vest in the reorganized Debtors and the Holding Company, free and clear of all liens, claims, charges or other encumbrances, except the Debtors' lien holders and as otherwise provided in the confirmation order. The reorganized Debtors may operate their businesses and may use, acquire or dispose of property and compromise or settle any claims without supervision or approval by the Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, other than those restrictions expressly imposed by the Plan and the confirmation order. Without limiting the foregoing, the Debtors shall pay the charges that they incur after confirmation for professionals' fees, disbursements, expenses or related support services (including reasonable fees relating to the preparation of professional fee applications) without application to the Court.

Release of Liens, Claims and Equity Interests

Except as otherwise provided herein or in any contract, instrument, release or other agreement or document entered into or delivered in connection with the Plan, upon confirmation, all liens, claims, mortgages, deeds of trust, or other security interests against the property of the Debtors' estate shall be fully released and discharged. The security interests of the Debtors' lien holders, however, shall be unimpaired under the Plan with respect to both the Debtors and the underlying property.

Certificate of Incorporation and Bylaws

The articles of incorporation and by-laws (or other formation documents) of the Holding Company, Go Global and the reorganized Debtors shall be amended as may be required to be consistent with the provisions of the Plan and the Bankruptcy Code or as otherwise required by, and in a form reasonably acceptable to, the Debtors. On or as soon as reasonably practicable after confirmation of the Plan, the reorganized Debtors shall file new articles of incorporation with the Nevada secretary of state, as required by section 1123(a)(6) of the Bankruptcy Code.

Effectuating Documents; Further Transactions; Exemption from Certain Transfer Taxes

The Debtors may take all actions to execute, deliver, file or record such contracts, instruments, releases and other agreements or documents and take such actions as may be necessary or appropriate to effectuate and implement the provisions of the Plan.

Pursuant to section 1146(a) of the Bankruptcy Code, any transfers of property pursuant to the Plan shall not be subject to any stamp tax or other similar tax or governmental assessment in the United States, and the confirmation order shall direct the appropriate state or local governmental officials or agents to forgo the collection of any such tax or governmental assessment and to accept for filing and recordation instruments or other documents pursuant to such transfers of property without the payment of any such tax or governmental assessment.

Revocation of Plan

The Debtors reserve the right to revoke or withdraw the Plan prior to the confirmation hearing and to file subsequent Chapter 11 plans. If the Debtors revoke or withdraw the Plan, or if confirmation does not occur, then: (1) the Plan shall be null and void in all respects; (2) any settlement or compromise embodied in the Plan, assumption or rejection of Executory Contracts or Unexpired Leases effected by the Plan and any document or agreement executed pursuant hereto shall be deemed null and void except as may be set forth in a separate order entered by the Court; and (3) nothing contained in the Plan shall: (a) constitute a waiver or release of any claims by or against, the Debtors or any other entity; (b) prejudice in any manner the rights of the Debtors or any other entity; or (c) constitute an admission, acknowledgement, offer or undertaking of any sort by the Debtors or any other entity.

Successors and Assigns

The rights, benefits and obligations of any entity named or referred to herein shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor or assign of such entity.

Retention of Jurisdiction

Notwithstanding the entry of the confirmation order and the occurrence of the effective date, the Court shall, after the effective Date, retain such jurisdiction over these Chapter 11 cases and all entities with respect to all matters related to these Chapter 11 cases, the Debtors and the Plan as legally permissible.

Further Assurances

The Debtors or the reorganized Debtors, as applicable, all holders of claims receiving distributions under the Plan and all other entities shall, from time to time, prepare, execute and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan or the confirmation order.

Severability

If, prior to confirmation of the Plan, any term or provision of the Plan is held by the Court to be invalid, void or unenforceable, the Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision then will be applicable as altered or interpreted, *provided* that any such alteration or interpretation must be in form and substance reasonably acceptable to the Debtors, and, to the extent such alteration or interpretation affects the rights or treatment of holders of general unsecured claims, such claim holder.

Filing of Additional Documents

On or before the effective date, the Debtors may file with the Court all agreements and other documents that may be necessary or appropriate to effectuate and further evidence the terms and conditions hereof.

/s/ Christine H. Huerta
Christine H. Huerta Individually

/s/ Carlos A. Huerta
Carlos A. Huerta as President of Go Global,
Inc. and Individually

/s/Samuel A. Schwartz
Samuel A. Schwartz, Esq.
Attorneys for the Debtors
And Debtors-in-Possession

EXHIBITS

Exhibit A - Copy of Proposed Plan of Reorganization

Exhibit B - List of Properties

Exhibit C – Liquidation Analysis

Exhibit D – Cash Flow Analysis

Exhibit D-1 – Cash Flow Analysis – (assuming Debtors prevail in Mt. Charleston Adversary)

Exhibit E – List of Executory Contracts

EXHIBIT 9

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E-Filed: ~~January 17, 2013~~March 8, 2013

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 26~~5~~, 2013
Debtors.	) Hearing time: 10:00 a.m.
	)

~~FIRST~~ SECOND 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 VOTING DEADLINE IS 5:00 P.M. PREVAILING PACIFIC TIME ON _____, 2013(UNLESS THE DEBTORS EXTEND THE VOTING DEADLINE).

TO BE COUNTED AS A VOTE TO ACCEPT OR REJECT THE PLAN, THE DEBTORS' COUNSEL, THE SCHWARTZ LAW FIRM, INC., 6623 LAS VEGAS BOULEVARD SOUTH, SUITE 300, LAS VEGAS, NEVADA, 89119, ATTN: SAMUEL A. SCHWARTZ, ESQ. MUST ACTUALLYRECEIVE YOUR BALLOT ON OR BEFORE THE VOTING DEADLINE.

THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT, THE PLAN AND ANY EXHIBITS ATTACHED HERETO IS HIGHLY SPECULATIVE, AND SUCH DOCUMENTS SHOULD NOT BE RELIED UPON IN MAKING INVESTMENT DECISIONS WITH RESPECT TO THE DEBTORS OR ANY OTHER ENTITIES THAT MAY BE AFFECTED BY THESE CHAPTER 11 CASES.

PRESERVATION OF AVOIDANCE ACTIONS UNDER THE PLAN:

IN REVIEWING THIS DISCLOSURE STATEMENT AND THE PLAN, AND IN DETERMINING WHETHER TO VOTE IN FAVOR OF OR AGAINST THE PLAN, CREDITORS AND INTEREST HOLDERS (INCLUDING PARTIES THAT RECEIVED PAYMENTS FROM THE DEBTORS WITHIN NINETY (90) DAYS PRIOR TO THE PETITION DATE) SHOULD CONSIDER THAT A CAUSE OF ACTION MAY EXIST AGAINST THEM, THAT THE PLAN PRESERVES ALL CAUSES OF ACTION AND THAT THE PLAN AUTHORIZES THE REORGANIZED DEBTORS TO PROSECUTE THE SAME.

IMPORTANT INFORMATION FOR YOU TO READ

THE DEBTORS ARE PROVIDING THE INFORMATION IN THIS DISCLOSURE STATEMENT FOR THE PLAN OF REORGANIZATION OF GO GLOBAL, INC., CARLOS A. HUERTA AND CHRISTINE H. HUERTA, CHARLESTON FALLS, LLCAND HPCH, LLC UNDER CHAPTER 11 OF THE BANKRUPTCY CODE TO HOLDERS OF CLAIMS ENTITLED TO VOTE ON THE PLAN FOR THE PURPOSE OF SOLICITING VOTES TO ACCEPT THE PLAN. NOTHING IN THIS DISCLOSURE STATEMENT MAY BE RELIED UPON OR USED BY ANY ENTITY FOR ANY OTHER PURPOSE.

THIS DISCLOSURE STATEMENT WAS NOT FILED WITH THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE AUTHORITY AND NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE AUTHORITY HAVE PASSED UPON THE ACCURACY OR ADEQUACY OF THIS DISCLOSURE STATEMENT OR UPON THE MERITS OF THE PLAN.

THIS DISCLOSURE STATEMENT CONTAINS "FORWARD LOOKING STATEMENTS" WITHIN THE MEANING OF THE PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995. SUCH STATEMENTS CONSIST OF ANY STATEMENT OTHER THAN A RECITATION OF HISTORICAL FACT AND CAN BE IDENTIFIED BY THE USE OF FORWARD LOOKING TERMINOLOGY SUCH AS "MAY," "EXPECT," "ANTICIPATE," "ESTIMATE" OR "CONTINUE" OR THE NEGATIVE THEREOF OR OTHER VARIATIONS THEREON OR COMPARABLE TERMINOLOGY. THE READER IS CAUTIONED THAT ALL FORWARD LOOKING STATEMENTS ARE NECESSARILY SPECULATIVE AND THERE ARE CERTAIN RISKS AND UNCERTAINTIES THAT COULD CAUSE ACTUAL EVENTS OR RESULTS TO DIFFER MATERIALLY FROM THOSE REFERRED TO IN SUCH FORWARD LOOKING STATEMENTS. THE LIQUIDATION ANALYSIS, DISTRIBUTION PROJECTIONS AND OTHER INFORMATION CONTAINED HEREIN AND ATTACHED HERETO ARE ESTIMATES ONLY, AND THE TIMING AND AMOUNT OF ACTUAL DISTRIBUTIONS TO HOLDERS OF ALLOWED CLAIMS MAY BE AFFECTED BY MANY FACTORS THAT CANNOT BE PREDICTED. THEREFORE, ANY ANALYSES, ESTIMATES OR RECOVERY PROJECTIONS MAY OR MAY NOT TURN OUT TO

BE ACCURATE.

THIS DISCLOSURE STATEMENT HAS BEEN PREPARED PURSUANT TO SECTION 1125 OF THE BANKRUPTCY CODE AND BANKRUPTCY RULE 3016(B) AND IS NOT NECESSARILY IN ACCORDANCE WITH FEDERAL OR STATE SECURITIES LAWS OR OTHER SIMILAR LAWS. THE SECURITIES DESCRIBED HEREIN WILL BE ISSUED TO CREDITORS WITHOUT REGISTRATION UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY SIMILAR FEDERAL, STATE OR LOCAL LAW, AND WILL INSTEAD RELY UPON THE EXEMPTIONS SET FORTH IN SECTION 1145 OF THE BANKRUPTCY CODE TO THE MAXIMUM EXTENT PERMITTED AND APPLICABLE. THE DEBTORS RECOMMEND THAT POTENTIAL RECIPIENTS OF ANY SECURITIES PURSUANT TO THE PLAN CONSULT THEIR OWN LEGAL COUNSEL CONCERNING THE SECURITIES LAWS GOVERNING THE TRANSFERABILITY OF ANY SUCH SECURITIES.

NO LEGAL OR TAX ADVICE IS PROVIDED TO YOU BY THIS DISCLOSURE STATEMENT. THE DEBTORS URGE EACH HOLDER OF A CLAIM OR AN EQUITY INTEREST TO CONSULT WITH ITS OWN ADVISORS WITH RESPECT TO ANY LEGAL, FINANCIAL, SECURITIES, TAX OR BUSINESS ADVICE IN REVIEWING THIS DISCLOSURE STATEMENT, THE PLAN AND EACH OF THE PROPOSED TRANSACTIONS CONTEMPLATED THEREBY. FURTHERMORE, THE BANKRUPTCY COURT'S APPROVAL OF THE ADEQUACY OF DISCLOSURE CONTAINED IN THIS DISCLOSURE STATEMENT DOES NOT CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL OF THE MERITS OF THE PLAN.

IT IS THE DEBTORS' POSITION THAT THIS DISCLOSURE STATEMENT DOES NOT CONSTITUTE, AND MAY NOT BE CONSTRUED AS, AN ADMISSION OF FACT, LIABILITY, STIPULATION OR WAIVER. RATHER, HOLDERS OF CLAIMS AND EQUITY INTERESTS AND OTHER ENTITIES SHOULD CONSTRUE THIS DISCLOSURE STATEMENT AS A STATEMENT MADE IN SETTLEMENT NEGOTIATIONS RELATED TO CONTESTED MATTERS, ADVERSARY PROCEEDINGS AND OTHER PENDING OR THREATENED LITIGATION OR ACTIONS.

NO RELIANCE SHOULD BE PLACED ON THE FACT THAT A PARTICULAR LITIGATION CLAIM OR PROJECTED OBJECTION TO A PARTICULAR CLAIM IS, OR IS NOT, IDENTIFIED IN THE DISCLOSURE STATEMENT. THE DEBTORS OR THE REORGANIZED DEBTORS MAY SEEK TO INVESTIGATE, FILE AND PROSECUTE CLAIMS AND MAY OBJECT TO CLAIMS AFTER THE CONFIRMATION OR EFFECTIVE DATE OF THE PLAN IRRESPECTIVE OF WHETHER THE DISCLOSURE STATEMENT IDENTIFIES ANY SUCH CLAIMS OR OBJECTIONS TO CLAIMS.

THIS DISCLOSURE STATEMENT CONTAINS, AMONG OTHER THINGS, SUMMARIES OF THE PLAN, CERTAIN STATUTORY PROVISIONS, CERTAIN EVENTS IN THE DEBTORS' CHAPTER 11 CASES AND CERTAIN DOCUMENTS RELATED TO THE PLAN THAT ARE ATTACHED HERETO AND INCORPORATED HEREIN, BY REFERENCE. ALTHOUGH THE DEBTORS BELIEVE THAT THESE SUMMARIES ARE FAIR AND ACCURATE, THESE SUMMARIES ARE QUALIFIED IN THEIR ENTIRETY TO THE EXTENT THAT THE SUMMARIES DO NOT SET FORTH THE ENTIRE TEXT OF SUCH DOCUMENTS OR STATUTORY PROVISIONS OR EVERY DETAIL OF SUCH EVENTS. IN THE EVENT OF ANY INCONSISTENCY OR DISCREPANCY BETWEEN A DESCRIPTION IN THIS DISCLOSURE STATEMENT AND THE TERMS AND PROVISIONS OF THE PLAN OR ANY OTHER DOCUMENTS INCORPORATED HEREIN BY REFERENCE, THE PLAN OR SUCH OTHER DOCUMENTS WILL GOVERN FOR ALL PURPOSES. EXCEPT WHERE OTHERWISE SPECIFICALLY NOTED, FACTUAL INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT HAS BEEN PROVIDED BY THE DEBTORS'MANAGEMENT. THE DEBTORS DO NOT REPRESENT OR WARRANT THAT THE INFORMATION CONTAINED HEREIN OR ATTACHED HERETO IS WITHOUT ANY MATERIAL INACCURACY OR OMISSION.

THE DEBTORS' MANAGEMENT HAS REVIEWED THE FINANCIAL INFORMATION PROVIDED IN THIS DISCLOSURE STATEMENT. ALTHOUGH THE DEBTORS HAVE USED THEIR REASONABLE

BUSINESS JUDGMENT TO ENSURE THE ACCURACY OF THIS FINANCIAL INFORMATION, THE FINANCIAL INFORMATION CONTAINED IN, OR INCORPORATED BY REFERENCE INTO, THIS DISCLOSURE STATEMENT HAS NOT BEEN AUDITED.

THE DEBTORS ARE GENERALLY MAKING THE STATEMENTS AND PROVIDING THE FINANCIAL INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT AS OF THE DATE HEREOF WHERE FEASIBLE, UNLESS OTHERWISE SPECIFICALLY NOTED. ALTHOUGH THE DEBTORS MAY SUBSEQUENTLY UPDATE THE INFORMATION IN THIS DISCLOSURE STATEMENT, THE DEBTORS HAVE NO AFFIRMATIVE DUTY TO DO SO. HOLDERS OF CLAIMS REVIEWING THIS DISCLOSURE STATEMENT SHOULD NOT INFER THAT, AT THE TIME OF THEIR REVIEW, THE FACTS SET FORTH HEREIN HAVE NOT CHANGED SINCE THE DISCLOSURE STATEMENT WAS FILED. THE DEBTORS HAVE NOT AUTHORIZED ANY ENTITY TO GIVE ANY INFORMATION ABOUT OR CONCERNING THE PLAN OTHER THAN THAT WHICH IS CONTAINED IN THIS DISCLOSURE STATEMENT. THE DEBTORS HAVE NOT AUTHORIZED ANY REPRESENTATIONS CONCERNING THE DEBTORS OR THE VALUE OF THEIR PROPERTY OTHER THAN AS SET FORTH IN THIS DISCLOSURE STATEMENT.

HOLDERS OF CLAIMS ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN MUST RELY ON THEIR OWN EVALUATION OF THE DEBTORS AND THEIR OWN ANALYSIS OF THE TERMS OF THE PLAN IN DECIDING WHETHER TO VOTE TO ACCEPT OR REJECT THE PLAN. IMPORTANTLY, PRIOR TO DECIDING WHETHER AND HOW TO VOTE ON THE PLAN, EACH HOLDER OF A CLAIM IN A VOTING CLASS SHOULD CONSIDER CAREFULLY ALL OF THE INFORMATION IN THIS DISCLOSURE STATEMENT AND ANY EXHIBITS HERETO, INCLUDING THE RISK FACTORS DESCRIBED IN GREATER DETAIL IN SECTION V HEREIN, "PLAN RELATED RISK FACTORS."

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I. BACKGROUND TO THESE CHAPTER 11 CASES

A. THE DEBTORS' HISTORY[1]

The Debtors in these Chapter 11 cases consist of: (i) Carlos and Christine Huerta, husband and wife (the "**Huertas**"); (ii) Go Global, Inc. ("**Go Global**"); (iii) Charleston Falls, LLC ("**Charleston Falls**"); and HPCH, LLC ("**HPCH**"). The Huertas own 100% of Go Global, and Carlos Huerta is Go Global's President. Charleston Falls is a Nevada limited liability company, which is majority owned and managed by Go Global. HPCH is a Nevada limited liability company which is owned wholly by Carlos Huerta. Carlos Huerta has been involved in real estate development for over fourteen years.

Go Global is a successful investment based real estate development company which was established in 1997 by Carlos Huerta. Go Global focuses on the western United States and has developed commercial and industrial properties in Texas, Florida, Nevada, Idaho and California. Go Global has both individual and corporate investors from New York, Florida, California, Nevada, China, Greece, Israel, Mexico and England. HPCH is one of Mr. Huerta's ventures and owns title to the real property location of his principal office, which location is shared by Go Global.

Go Global has primarily focused on raising capital in the role of a financier and then taking real estate assets that may need some entitlements and re-marketing, then, through Go Global, are positioning of the asset(s), in a more positive light is implemented, by adjusting their use, finding the highest and best use(s), and/or looking for the right time to sell an asset when the market conditions are optimal. Go Global has historically tried to hold assets for short periods of time and focus on internal rates of return to its investors. Go Global has provided returns in excess of 100% on several different occasions and met returns of 17% throughout most of its existence. Go Global and/or Huerta still hold several different business interests and real estate-related interests that will be well-positioned for sale in the future and many of these have substantial equity in them.

B. EVENTS LEADING TO THE CHAPTER 11 FILING

The Debtors' bankruptcy filing was primarily the result of the improper and unauthorized actions of Hugo Paulson ("**Paulson**"), a former business associate of the Debtors, whereby Paulson and certain of Paulson's entities divested the Debtors of several millions of dollars of assets, business income/profits, and instituted frivolous litigation against the Debtors. As detailed herein, the Debtors instituted the Mt. Charleston Adversary (as defined herein) to recover the Debtors' assets improperly transferred by Paulson and to Paulson himself and/or his wholly-controlled entities. HPCH's own inability to remain current on its obligations, likewise, was a collateral result of Paulson's and his team's and bank's actions and the decline in revenues realized by the Debtors.

As a result of the foregoing, on March 18th, 2010, Carlos and Christine Huerta filed their voluntary petition for relief under Chapter 13 of the Bankruptcy Code. On April 9, 2010, the Huertas' bankruptcy was converted to a Chapter 11 case. On March 23, 2010, Go Global filed its voluntary petition for relief under Chapter 11 of the Bankruptcy Code. On October 31, 2011, Charleston Falls filed its voluntary petition for relief under Chapter 11 of the Bankruptcy Code. On December 2, 2012 HPCH filed its voluntary petition for relief under Chapter 11 of the Bankruptcy Code. All of the Debtors' bankruptcy cases are now jointly administered with Go Global, Inc., Case No. 10-14804-BAM as the lead case.

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[1]All capitalized terms used but not otherwise defined herein shall have the meanings set forth in Article X herein, titled "Glossary of Key Terms." To the extent that a definition of a term in the text of this Disclosure Statement and the definition of such term in the "Glossary of Key Terms" is inconsistent, the definition in the "Glossary of Key Terms" shall control.

II. EVENTS DURING THE CHAPTER 11 CASES

A. FIRST DAY MOTIONS AND CERTAIN RELATED RELIEF

On or around the March 23, 2010, in addition to filing their voluntary petitions for relief, the Debtors also filed various motions (collectively, the **"First Day Motions"**) with the Bankruptcy Court. The Bankruptcy Court entered several orders to, among other things, (i) prevent interruptions to the Debtors' businesses, (ii) ease the strain on the Debtors' relationships with certain essential constituents, such as utility providers, (iii) allow for joint administration of the Debtors' Chapter 11 Cases, and (iv) allow the Debtors to retain bankruptcy counsel to assist them with the administration of the Chapter 11 Cases (each, a **"First Day Order"**).

1. Employment and Compensation of The Schwartz Law Firm, Inc.

To assist the Debtors in carrying out their duties as debtors in possession and to represent their interests in the Chapter 11 Cases, the Bankruptcy Court entered orders authorizing the Debtors to retain and employ The Schwartz Law Firm, Inc. as the Debtors' bankruptcy counsel.

2. Stabilizing Operations

Recognizing that any interruption of the Debtors' businesses, even for a brief time, would negatively impact their operations, revenues and profits, the Debtors filed other First Day Motions and the Bankruptcy Court entered corresponding First Day Orders to help facilitate the Debtors' seamless transition into bankruptcy.

3. Joint Administration

In order to reduce the administrative costs of prosecuting three separate chapter 11 bankruptcy cases, the Debtors filed motions to jointly administer their chapter 11 cases. On April 5, 2010, the Court entered an order directing joint administration of the Huerta and Go Global bankruptcy cases. On December 6, 2011, the Court entered an order directing joint administration of the Charleston Falls bankruptcy case with the Huerta and Go Global bankruptcy cases. On June 8, 2012, the Court entered an order directing joint administration of the HPCH bankruptcy case with the three other bankruptcy cases - Charleston Falls, Huerta, and Go Global cases.

B. LITIGATION

1. The Waterstone/Dischargeability Adversary

On June 19, 2009, prior to the filing of the Debtors' bankruptcy cases, Paulson filed a complaint against Debtors Go Global and the Huerta in the Second Judicial District Court of Washoe County, Nevada, Case No. CV09-01910, entitled Hugo R. Paulson, individually and as Trustee of the Hugo R. Paulson SEP IRA v. Carlos Huerta and Go Global, Inc. On June 15, 2010, the preceding action was removed to the Bankruptcy Court as an adversary proceeding and captioned Hugo R. Paulson, individually and as Trustee of Hugo R. Paulson SEP IRA v. Carlos Huerta, an individual; Go Global, Inc., A Nevada Corporation – Adv. Pro. No. 10-01207-BAM (the "**Waterstone Adversary**"). The Waterstone Adversary involved a condominium project investment in Washoe County, Nevada, whereby Paulson sought recovery against Carlos Huerta in connection with investments made by Paulson in HC Waterstone, LLC. Huerta had invested $2 million of his own capital and also invested an additional $1 million that Paulson took from his own IRA and wanted Huerta to invest, because Paulson wasn't able to invest it directly or else be subject to huge tax penalties.

On July 19, 2010, Paulson filed a complaint in the Bankruptcy Court against the Huertas captioned Hugo R. Paulson, individually and as Trustee of the Hugo R. Paulson SEP IRA v. Carlos Huerta, an individual, and Christine H. Huerta, an individual – Adv. Pro. No. 10-01286-BAM (the "**Dischargeability Adversary**") seeking to determine that any recovery obtained by Paulson, if any, in the Waterstone Adversary is non-dischargeable in the Chapter 11 cases.

On September 13, 2010, the Court consolidated the Waterstone Adversary and the Dischargeability Adversary under Adv. Pro. No. 10-01286-BAM (collectively, the "**Joined Adversary**"). The Debtors denied any

wrongdoing with respect to the Joined Adversary, and believed that Paulson is not entitled to any recovery with respect to the Waterstone Adversary, and, in any event, any recovery sought by Paulson is dischargeable. From April 27, 2011, to April 29, 2011, this Court held the trial for the Joined Adversary. On August 31, 2011, this Court entered its judgment and findings of fact and conclusions of law. See Adv. Pro. No. 10-01286-BAM, Docket Nos. 72-73. Specifically, while Paulson sought damages in excess of $4 million, the Court entered judgment for roughly $1 million, which amounted to the loan that Paulson provided to Go Global. More importantly, the entire sum is deemed dischargeable, by way of Go Global's Chapter 11 filing.

2. The Mount Charleston Lodge Adversary

Shortly before the filing of the Go Global and Huerta cases, Charleston Falls owned roughly 34% of the membership interests within Mt. Charleston View, LLC ("**View**"), which is the entity that Paulson fraudulently divested Charleston Falls' ownership interests out of , in March 2010,.

On September 3, 2010, the Debtors commenced an adversary proceeding in this Court, against Paulson, Azure Seas, LLC and Azure Seas Holdings, LLC, captioned Carlos A. Huerta, an individual, and Go Global, Inc., a Nevada Corporation, v. Hugo R. Paulson, an individual, Azure Seas, LLC, a Nevada limited liability company, and Azure Seas Holdings, LLC, a Nevada limited liability company – Adv. Pro. No. 10-01334- BAM (the "**Mt. Charleston Adversary**"). The Mt. Charleston Adversary involves, among other things, the wrongful transfer to, and take over by, Paulson and Paulson's entities of the Debtors' assets, including (i) the transfer of the Debtors' membership interests in Pecan Street Plaza, LLC to the Paulson 2005 Trust or Azure Seas Holdings, LLC, (ii) the dissolution of McCarran Development, LLC ("**MCD**"), of which the Debtors owned 30%, and the retention by Paulson of the land which was to be transferred to MCD, but never was, (iii) the divesture of the Debtors' interest in the Mt. Charleston lodge operations and development located in Las Vegas and (iv)the divesture of the Debtors' interests within Mt. Charleston View, LLC for a payment of $10.00 to the Debtors, even though the Debtors interest in View is estimated to be worth in excess of $2.5 million

Specifically, among other things, the Mt. Charleston Adversary sought the avoidance of preferential transfers under section 547 of the Bankruptcy Code, the avoidance of fraudulent transfers under sections 544 and 548 of the Bankruptcy Code and the recovery of property or its value for the Debtors' estates under section 550 of the Bankruptcy Code, a finding that the obligation(s) owed by a Manager or Member with respects to his fiduciary duties of loyalty is conduct subject to damages and violations of NRS 225.084(1).

This Court held the trial for the Mt. Charleston Adversary between March 2012, and May 2012. Recently, on November 2, 2012, this Court entered a 79-page Memorandum Decision After Trial (the "**Decision**") and related judgment (the "**Judgment**"), in favor of the Debtors and awarded them the gross sum of $5,579,656.71 plus pre-judgment and post judgment interest against Paulson and his related entities. See Adversary Case No. 10-01334-BAM, Docket Nos. 219 and 220. The Debtors intend on using the assets and/or funds recovered from the Judgment to, in part, fund distributions to creditors under the Plan.

As a response to the Decision and Judgment, on November 16, 2012, Paulson and his related entities each filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Arizona (collectively, the "**Paulson Bankruptcy Cases**"). The Debtors are the largest creditors in the Paulson Bankruptcy Cases and are currently prosecuting their claims in those cases. In fact, the Debtors recently filed motions to appoint a Chapter 11 Trustee and to transfer the venue of the Paulson Bankruptcy Cases to the United States Bankruptcy Court for the District of Nevada. The Debtors also filed an adversary proceeding against Hugo Paulson, and his alter egos, objecting to the discharge of any debt owed to the Debtors arising from the Judgment.

Finally, Paulson and his related entities each appealed the Decision and Judgment (the "**Paulson Appeal**") to the Bankruptcy Appellate Panel for the Ninth Circuit Court of Appeals. The Paulson Appeal is currently pending and the Debtors will be defending the Paulson Appeal.

3. The Civil Conspiracy Lawsuit

On July 5, 2012, the Debtors, after learning via the Mount Charleston Adversary that Paulson conspired with others during his divesture of assets, the Debtors, filed claims for civil conspiracy against the other alleged conspirators (Nevada State Bank, Zions Bancorporation, and Serl Keefer CPAs in the Eighth Judicial District Court, Clark County, Nevada entitled Huerta, et al. v. Nevada State Bank, Serl Keefer & Welter, CPAs, et al., Case No. A-12-664823("the **State Court Action**"). The Debtors seek recovery from those parties due to their roles in the fraudulent conveyance of assets and monies from the Debtors. Any recoveries from the State Court Action will be used to fund distributions to creditors under the Plan. The Debtors will be participating in a mediation before former Judge Stewart Bell of the Eighth Judicial District Court, Clark County, Nevada, on April 25, 2013 with Nevada State Bank. The Debtors continue to prosecute the State Court Action against Serl Keefer and are currently in the discovery phase. Certain other defendants in the State Court Action have been dismissed without prejudice.

4. The DeArmas Adversary

On June 21, 2011, Debtors Carlos and Christine Huerta filed a complaint against Daniel DeArmas, an individual, captioned Carlos A. Huerta and Christine H. Huerta v. Daniel DeArmas, Adv. Pro. No. 11-01157-BAM (the "**DeArmas Adversary**"). Through the DeArmas Adversary, the Huertas seek recovery for the collection of monies owed by DeArmas to the Huertas in the amount of nearly $300,000.00. Subsequently thereafter, DeArmas filed a voluntary petition for bankruptcy protection under Chapter 7 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Maryland. Due to the resources necessary to pursue Mr. DeArmas and the likelihood of success, it was determined that Debtors would discontinue their efforts to recoup the monies owed.

5. The Savino Litigation

On November 23, 2009, a complaint was filed by Paulson, as trustee of the Hugo R. Paulson SEP IRA, against the Debtors, Anthony Savino ("**Savino**"), an individual, and Datasource, LLC ("**Datasource**"), a Nevada Limited Liability Company, in District Court, Clark County, Nevada, Case No. A-09-604085C (the "**Savino Litigation**"), for the collection of $926,642.09 under a note executed by Savino and Datasource, and guaranteed by Carlos Huerta. The action has been stayed against the Debtors pursuant to section 362 of the Bankruptcy Code but continued with respect to Savino and Datasource. On July 5, 2012 the State Court determined that Savino and Datasource were not liable for the causes of actions brought forth by the Plaintiffs, and awarded Mark Simons, Esq. attorney's fees and costs. ~~Currently, t~~The Debtors recently stipulated to ~~are seeking~~ stay relief from the Paulson Bankruptcy Cases to complete the Savino litigation and file some of the final motions necessary in order to conclude that matter. On February 27, 2013, the Nevada State Court entered its Findings of Fact, Conclusions of Law and Amended Judgment against Paulson, which denied Paulson's claims against Savino and Datasource and awarded Mark Simons, Esq. attorneys' fees and costs in the amounts of $39,770 and $6,355.58, respectively.

C. OTHER EVENTS DURING THE CHAPTER 11 CASES

1. Establishment of the Claims Bar Date

The Bankruptcy Court issued the Notice of Chapter 11 Bankruptcy Case, Meeting of Creditors, & Deadlines, establishing the following dates as the respective Claims Bar Dates for filing proofs of claim:

Debtor	Bar Date for Non-Governmental Creditors	Bar Date for Governmental Creditors
Carlos A. Huerta and Christine H. Huerta	8/18/2010	10/6/2012
Go Global, Inc.	8/4/2010	9/19/2010
Charleston Falls, LLC	2/29/2012	4/28/2012
HPCH, LLC	3/1/2012	4/30/2012

D. REORGANIZATION STRATEGY

The Debtors focused on developing and executing a reorganization strategy to: (a) maximize the value of their Estates; (b) address the factors that led to the bankruptcy filing; and (c) enable the Debtors to pay their

creditors as they emerge from chapter 11. Specifically, this reorganization strategy is primarily (though not exclusively) focused on pursuing the sale or refinancing of the Debtors' assets and business operations, in order to pay the Debtors' creditors. Being that the Debtors' training and expertise is in the field of real estate, the plan will be one that will implement careful forethought and years of experience. Needless to say, having the Debtors shed themselves of the Paulson/Mt. Charleston "takings" and the correlating litigation related to them, the working environment should vastly improve for the Debtors as they work the ongoing management of the real estate portfolio they hold versus having to do so under the strain of massive litigation stressors and pressures.

III. SUMMARY OF THE PLAN OF REORGANIZATION AND TREATMENT OF CLAIMS AND EQUITY INTERESTS

THIS SECTION III IS INTENDED ONLY TO PROVIDE A SUMMARY OF THE MATERIAL TERMS OF THE PLAN AND IS QUALIFIED BY REFERENCE TO THE ENTIRE DISCLOSURE STATEMENT AND THE PLAN, AND SHOULD NOT BE RELIED ON FOR A COMPREHENSIVE DISCUSSION OF THE PLAN. TO THE EXTENT THERE ARE ANY INCONSISTENCIES BETWEEN THIS SECTION III AND THE PLAN, THE TERMS AND CONDITIONS SET FORTH IN THE PLAN SHALL GOVERN.

Purpose of the Plan of Reorganization

As required by the Bankruptcy Code, the Plan, a copy of which is attached hereto as **Exhibit A**, places Claims in separate Classes and describes the treatment each Class will receive. The Plan also states whether each Class of Claims is impaired or unimpaired. If the Plan is confirmed, your recovery will be limited to the amount provided by the Plan.

Unclassified Claims

Certain types of Claims are automatically entitled to specific treatment under the Bankruptcy Code. They are not considered impaired, and Holders of such Claims do not vote on the Plan. These Creditors may object, however, if in such Claim Holder's view, the treatment under the Plan does not comply with that required by the Bankruptcy Code. As such, the Debtors did *not* place the following Claims in any Class:

Administrative Claims

Administrative Claims are Claims for the costs or expenses of administering the Debtors' Chapter 11 Cases which are Allowed under section 507(a)(2) of the Bankruptcy Code. Administrative Claims also include the expenses for the value of any goods or services sold to the Debtors in the ordinary course of business. The Bankruptcy Code requires that all Administrative Claims be paid on the Effective Date of the Plan, unless a particular claimant agrees to a different treatment.

The following chart lists the Debtors' estimated Administrative Claims and their proposed treatment under the Plan:

TYPE	ESTIMATED AMOUNT OWED	PROPOSED TREATMENT
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 2shall 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.

Class #	Description	Impairment	Treatment
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 68 years from the Effective Date of the Plan, based on a 300-month amortization at an interest rate of ~~4.75~~5.0%. Any amounts due and owing after 68 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.

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 November2, 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 Litigaiton. 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.

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 company, the equity interest holders are the members. Finally, with respect to an individual who is a debtor, the debtor is the equity interest holder.

In this case, Carlos and Christine Huerta are individuals, and their equity interests will be unimpaired by the Plan. Upon the Effective Date of the Plan, the corporate Debtors' principals and managing members will be retaining their Equity Interests under the Plan, as all secured and unsecured claims may be receiving the full amount of their allowed claims under the Plan.

A. MEANS FOR IMPLEMENTATION OF THE PLAN

1. General Settlement of Claims

Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, in consideration for the classification, distributions, releases and other benefits provided under the Plan, and as a result of arm's-length negotiations among the Debtors and other parties in interest, upon the Effective Date, the provisions of the Plan shall constitute a good faith compromise and settlement of all Claims and Equity Interests and controversies resolved pursuant to the Plan.

2. Restructuring Transactions

Prior to, on or after the Effective Date, and pursuant to the Plan, the Debtors and the Reorganized Debtors shall enter into the restructuring transactions (the "**Restructuring Transactions**") and shall take any actions as may

be necessary or appropriate to affect a restructuring of their businesses or the overall organizational structure of the Reorganized Debtors. The Restructuring Transactions shall include one or more sales, mergers, consolidations, restructurings, conversions, dissolutions, transfers or liquidations as may be determined by the Debtors or the Reorganized Debtors to be necessary or appropriate. As of the date hereof, the actions to effect the Restructuring Transactions may include:

- the prosecution and resolution of the Decision and Judgment in the Paulson Bankruptcy Cases;
- the defense of the Decision and Judgment in the Paulson Appeal;
- the execution and delivery of appropriate instruments of transfer, assignment, assumption or delegation of any asset, property, right, liability, debt or obligation on terms consistent with the terms of the Plan and having other terms for which the applicable parties agree;
- the filing of appropriate certificates or articles of formation, reformation, merger, consolidation, conversion or dissolution pursuant to applicable state law; and
- all other actions that the applicable Entities determine to be necessary or appropriate, including making filings or recordings that may be required by applicable state law in connection with the Restructuring Transactions.

3. Vesting of Assets in the Reorganized Debtors

Except as otherwise provided in the Plan, any sale of the Debtors' Assets or in any agreement, instrument or other document relating thereto, on or after the Effective Date, all property of the Estate (including, without limitation, Causes of Action) and any property acquired by the Debtors pursuant to the Plan, shall vest in the Reorganized Debtors, free and clear of all liens, Claims, charges or other encumbrances. Except as may be provided in the Plan and any sale all or a portion of the Debtors' Assets, on and after the Effective Date, the Reorganized Debtors may operate their businesses and may use, acquire or dispose of property and compromise or settle any Claims without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, other than those restrictions expressly imposed by the Plan and the Confirmation Order. Without limiting the foregoing, the Reorganized Debtors shall pay the charges that they incur after the Effective Date for Retained Professionals' fees, disbursements, expenses or related support services (including reasonable fees relating to the preparation of Retained Professional fee applications) without application to the Bankruptcy Court.

4. New Equity Interests

On the Effective Date, the Reorganized Debtors shall issue the New Equity Interests to the Debtors' members pursuant to the terms set forth in the Plan. The New Equity Interests shall represent all of the Equity Interests in the Reorganized Debtors as of the Effective Date.

5. Abandonment of Assets

Pursuant to section 554 of the Bankruptcy Code, the Debtors may abandon certain assets (the "**Abandoned Assets**"), subject to the approval of the Bankruptcy Court in accordance with the confirmation hearing. Should the Debtors decide that it is in the best interests of their estates to abandon certain assets, the Debtors will file a plan supplement to their Plan. Therefore, the order confirming the Plan will constitute the Bankruptcy Court's finding and determination that the abandonment of the Abandoned Assets is: (i) in the best interests of the Debtors, their estates and parties in interest; (ii) fair, equitable and reasonable; (iii) made in good faith; and (iv) approved pursuant to section 554 of the Bankruptcy Code and Bankruptcy Rule 9019.

B. TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

1. Assumption and Rejection of Executory Contracts and Unexpired Leases

(a) Assumption of Executory Contracts and Unexpired Leases

Subject to the right of the Reorganized Debtors to elect to reject any Executory Contract or Unexpired Lease as to which there is an objection to the proposed cure, each Executory Contract or Unexpired Lease shall be

deemed automatically assumed in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code as of the Effective Date, unless any such Executory Contract or Unexpired Lease:

- has been previously rejected by the Debtors by Final Order of the Bankruptcy Court;
- has been rejected by the Debtors by order of the Bankruptcy Court as of the Effective Date, which order becomes a Final Order after the Effective Date;
- is the subject of a motion to reject pending as of the Effective Date;
- is listed on the schedule of "Rejected Contracts and Unexpired Leases" in the Plan Supplement; or
- is otherwise rejected pursuant to the Plan.

The Confirmation Order shall constitute an order of the Bankruptcy Court approving such assumptions pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date. The Debtors reserve the right to amend the schedule of Rejected Executory Contracts and Unexpired Leases at any time before the Effective Date. The Debtor(s)reject any and all rights to and will no longer continue with the contract(s) with Cancun/Monarch Grand Vacations Timeshare, 8335 South Las Vegas Blvd, Las Vegas, NV 89123, Owner #15083349(Pacific Monarch Resorts #15083349) as this property is hereby deemed unsuitable and detrimental to the responsible administration of the estate and the same will apply to the agreement(s) with the Landing at Seven Coves Timeshare#G23422, c/o VRI P.O. Box 3620, Laguna Hills, CA 92654 as well as the Park City HOA and Sweetwater Lodge Timeshare Unit #PCLL-74 contract #'s 8626 and 8627, 1255 Empire Avenue, Park City, Utah 84060 with a mailing address of: 23807 Alison Creek Road, Laguna Niguel, CA 92677.

(b) Approval of Assumptions

The Confirmation Order shall constitute an order of the Bankruptcy Court approving the assumptions described in the Plan pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date. Any counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption of such Executory Contract or Unexpired Lease will be deemed to have consented to such assumption. Each Executory Contract and Unexpired Lease assumed pursuant to the Plan or by any order of the Bankruptcy Court, which has not been assigned to a third party prior to the Effective Date, shall revest in and be fully enforceable by the Reorganized Debtors in accordance with its terms, except as such terms are modified by the provisions of the Plan or any order of the Bankruptcy Court authorizing and providing for its assumption under applicable federal law.

(c) Assignment of Executory Contracts or Unexpired Leases

In the event of an assignment of an Executory Contract or Unexpired Lease, at least ten (10) days prior to the Confirmation Hearing, the Debtors shall file with the Bankruptcy Court and serve upon counterparties to such Executory Contracts and Unexpired Leases, a notice of the proposed assumption and assignment, which will: (i) list the applicable cure amount, if any; (ii) identify the party to which the Executory Contract or Unexpired Lease will be assigned; (iii) describe the procedures for filing objections thereto; and (iv) explain the process by which related disputes will be resolved by the Bankruptcy Court. Any applicable cure amounts shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the cure amount in Cash on the Effective Date or on such other terms as the parties to such Executory Contracts or Unexpired Leases may otherwise agree.

Any objection by a counterparty to an Executory Contract or Unexpired Lease to a proposed assignment or any related cure amount must be filed, served and actually received by the Debtors and their counsel at least five (5) days prior to the Confirmation Hearing. Any counterparty to an Executory Contract and Unexpired Lease that fails to object timely to the proposed assignment or cure amount will be deemed to have consented to such assignment of its Executory Contract or Unexpired Lease. The Confirmation Order shall constitute an order of the Bankruptcy Court approving any proposed assignments of Executory Contracts or Unexpired Leases pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date.

In the event of a dispute regarding (a) the amount of any cure payment, (b) the ability of any assignee to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assigned or (c) any other matter pertaining to assignment, the applicable cure payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order or orders resolving the dispute and approving the assignment. If an objection to assignment or cure amount is sustained by the Bankruptcy Court, the Reorganized Debtors, in their sole option, may elect to reject such Executory Contract or Unexpired Lease in lieu of assuming and assigning it.

(d) Rejection of Executory Contracts or Unexpired Leases

All Executory Contracts and Unexpired Leases listed on the schedule of "Rejected Executory Contracts and Unexpired Leases" in the Plan Supplement shall be deemed rejected as of the Effective Date. The Confirmation Order shall constitute an order of the Bankruptcy Court approving the rejections described in the Plan pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date.

2. Claims on Account of the Rejection of Executory Contracts or Unexpired Leases

All proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, pursuant to the Plan or the Confirmation Order, if any, must be filed with the Bankruptcy Court within thirty (30) days after the date of entry of an order of the Bankruptcy Court (including the Confirmation Order) approving such rejection. Any Entity that is required to file a Proof of Claim arising from the rejection of an Executory Contract or an Unexpired Lease that fails to timely do so shall be forever barred, estopped and enjoined from asserting such Claim, and such Claim shall not be enforceable, against the Debtors or the Reorganized Debtors or their Estates and property, and the Debtors or the Reorganized Debtors and their Estates and property shall be forever discharged from any and all indebtedness and liability with respect to such Claim unless otherwise ordered by the Bankruptcy Court or as otherwise provided in the Plan.

3. Cure of Defaults for Assumed Executory Contracts and Unexpired Leases

Any monetary defaults under each Executory Contract and Unexpired Lease to be assumed pursuant to the Plan shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the default amount in Cash on the Effective Date or on such other terms as the parties to such Executory Contracts or Unexpired Leases may otherwise agree. At least ten (10) days prior to the Confirmation Hearing, the Debtors shall file with the Bankruptcy Court and serve upon counterparties to such Executory Contracts and Unexpired Leases, a notice of the proposed assumption, which will: (a) list the applicable cure amount, if any; (b) describe the procedures for filing objections thereto; and (c) explain the process by which related disputes will be resolved by the Bankruptcy Court.

Any objection by a counterparty to an Executory Contract or Unexpired Lease to a proposed assumption or related cure amount must be filed, served and actually received by the Debtors at least five (5) days prior to the Confirmation Hearing. Any counterparty to an Executory Contract and Unexpired Lease that fails to object timely to the proposed assumption or cure amount will be deemed to have assented to such matters. In the event of a dispute regarding (a) the amount of any payments to cure such a default, (b) the ability of the Reorganized Debtors or any assignee to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the contract or lease to be assumed or (c) any other matter pertaining to assumption, the cure payments required by section 365(b)(1) of the Bankruptcy Code, shall be made following the entry of a Final Order or orders resolving the dispute and approving the assumption. If the Bankruptcy Court sustains an objection to a Cure Claim, the Reorganized Debtors in their sole option, may elect to reject such Executory contract or unexpired lease in lieu of assuming it.

4. Contracts and Leases Entered into After the Petition Date

Contracts and leases entered into after the Petition Date by the Debtors, including any Executory Contracts and Unexpired Leases assumed by the Debtors, will be performed by the Debtors or Reorganized Debtors in the ordinary course of their businesses. Accordingly, such contracts and leases (including any assumed Executory Contracts and Unexpired Leases) will survive and remain unaffected by entry of the Confirmation Order.

C. PROVISIONS GOVERNING DISTRIBUTIONS

1. Distributions for Claims Allowed as of the Effective Date

Except as otherwise provided in the Plan, a Final Order or as agreed to by the relevant parties, the Reorganized Debtors shall make initial distributions under the Plan on account of Claims Allowed before the Effective Date on or as soon as practicable after the Initial Distribution Date; provided, however, that payments on account of General Unsecured Claims that become Allowed Claims on or before the Effective Date shall commence on the Effective Date.

2. Distributions on Account of Claims Allowed After the Effective Date

(a) Rejection of Executory Contracts or Unexpired Leases

Except as otherwise provided in the Plan, a Final Order or as agreed to by the relevant parties, distributions under the Plan on account of a Disputed Claim that becomes an Allowed Claim after the Effective Date shall be made on the Periodic Distribution Date that is at least thirty (30) days after the Disputed Claim becomes an Allowed Claim.

(b) Special Rules for Distributions to Holders of Disputed Claims

Notwithstanding anything in the Plan to the contrary, and except as otherwise agreed to by the relevant parties, no partial payments and no partial distributions shall be made with respect to a Disputed Claim until all such disputes in connection with such Disputed Claim have been resolved by settlement or Final Order. In the event that there are Disputed Claims requiring adjudication and resolution, the Reorganized Debtors shall establish appropriate reserves for potential payment of such Claims pursuant to Article VIII of the Plan.

3. Delivery and Distributions and Undeliverable or Unclaimed Distributions

(a) Record Date for Distributions

On the Distribution Record Date, the Claims Register shall be closed and any party responsible for making distributions shall instead be authorized and entitled to recognize only those Holders of Claims listed on the Claims Register as of the close of business on the Distribution Record Date. If a Claim is transferred twenty (20) or fewer days before the Distribution Record Date, the Distribution Agent shall make distributions to the transferee only to the extent practical and, in any event, only if the relevant transfer form contains an unconditional and explicit certification and waiver of any objection to the transfer by the transferor.

(b) Special Rules for Distributions to Holders of Disputed Claims

Except as otherwise provided in the Plan, the Debtors or the Reorganized Debtors, as applicable, shall make distributions to Holders of Allowed Claims at the address for each such Holder as indicated on the Debtors' records as of the date of any such distribution; provided, however, that the manner of such distributions shall be determined at the discretion of the Debtors or the Reorganized Debtors, as applicable; and provided further, that the address for each Holder of an Allowed Claim shall be deemed to be the address set forth in any Proof of Claim Filed by that Holder.

(c) Distributions by Distribution Agent

The Debtors and the Reorganized Debtors, as applicable, shall have the authority, in their sole discretion, to enter into agreements with one or more Distribution Agents to facilitate the distributions required under the Plan. As a condition to serving as a Distribution Agent, a Distribution Agent must (i) affirm its obligation(s) to facilitate the prompt distribution of any documents, (ii) affirm its obligation to facilitate the prompt distribution of any recoveries or distributions required under the Plan and (iii) waive any right or ability to setoff, deduct from or assert any lien or encumbrance against the distributions required under the Plan that are to be distributed by such Distribution Agent.

The Debtors or the Reorganized Debtors, as applicable, shall pay to the Distribution Agents all reasonable and documented fees and expenses of the Distribution Agents without the need for any approvals, authorizations, actions or consents. The Distribution Agents shall submit detailed invoices to the Debtors or the Reorganized Debtors, as applicable, for all fees and expenses for which the Distribution Agent seeks reimbursement and the Debtors or the Reorganized Debtors, as applicable, shall pay those amounts that they, in their sole discretion, deem reasonable, and shall object in writing to those fees and expenses, if any, that the Debtors or the Reorganized Debtors, as applicable, deem to be unreasonable. In the event that the Debtors or the Reorganized Debtors, as applicable, object to all or any portion of the amounts requested to be reimbursed in a Distribution Agent's invoice, the Debtors or the Reorganized Debtors, as applicable, and such Distribution Agent shall endeavor, in good faith, to reach mutual agreement on the amount of the appropriate payment of such disputed fees and/or expenses. In the event that the Debtors or the Reorganized Debtors, as applicable, and a Distribution Agent are unable to resolve any differences regarding disputed fees or expenses, either party shall be authorized to move to have such dispute heard by the Bankruptcy Court.

The Distribution Agents, and their respective agents, employees, officers, directors, professionals, attorneys, accountants, advisors, representatives and principals (collectively, the "**Indemnified Parties**") shall be indemnified and held harmless by the Debtors and the Reorganized Debtors, to the fullest extent permitted by law for any losses, claims, damages, liabilities and expenses, including, without limitation, reasonable attorneys' fees, disbursements and related expenses which the Indemnified Parties may incur or to which the Indemnified Parties may become subject in connection with any action, suit, proceeding or investigation brought or threatened against one or more of the Indemnified Parties on account of the acts or omissions of the Distribution Agents solely in their capacity as such; provided, however, that the Debtors and the Reorganized Debtors shall not be liable to indemnify any Indemnified Party for any act or omission constituting gross negligence, fraud and/or reckless, intentional or willful misconduct. The foregoing indemnity in respect of any Indemnified Party shall survive the termination of such Indemnified Party from the capacity for which they are indemnified.

(d) Minimum Distributions

Notwithstanding anything in the Plan to the contrary, the Reorganized Debtors shall not be required to make distributions or payments of less than $10.00 (whether Cash or otherwise) and shall not be required to make partial distributions or payments of fractions of dollars. Whenever any payment or distribution of a fraction of a dollar under the Plan would otherwise be called for, the actual payment or distribution will reflect a rounding of such fraction to the nearest whole dollar (up or down), with half dollars or less being rounded down.

No Distribution Agent shall have any obligation to make a distribution on account of an Allowed Claim if: (i) the aggregate amount of all distributions authorized to be made on the Periodic Distribution Date in question is or has an economic value less than $10,000.00, unless such distribution is a final distribution; or (ii) the amount to be distributed to the specific Holder of an Allowed Claim on such Periodic Distribution Date does not constitute a final distribution to such Holder and is or has an economic value less than $10.00, which shall be treated as an undeliverable distribution under Article VII.C. of the Plan.

(e) Undeliverable Distributions

Holding of Certain Undeliverable Distributions. If any distribution to a Holder of an Allowed Claim made in accordance herewith is returned to the Reorganized Debtors (or the Distribution Agent) as undeliverable, no further distributions shall be made to such Holder unless and until the Reorganized Debtors (or the Distribution Agent) is notified in writing of such Holder's then current address, at which time all currently due missed distributions shall be made to such Holder on the next Periodic Distribution Date. Undeliverable distributions shall remain in the possession of the Reorganized Debtors, subject to Article VII.C. of the Plan, until such time as any such distributions become deliverable. Undeliverable distributions shall not be entitled to any additional interest, dividends or other accruals of any kind on account of their distribution being undeliverable.

Failure to Claim Undeliverable Distributions. No later than 210days after the Effective Date, the Reorganized Debtors shall File with the Bankruptcy Court a list of the Holders of undeliverable distributions. This list shall be maintained and updated periodically in the sole discretion of the Reorganized Debtors for as long as the

Chapter 11 Cases remain open. Any Holder of an Allowed Claim, irrespective of when a Claim becomes an Allowed Claim, that does not notify the Reorganized Debtors of such Holder's then current address in accordance herewith within the latest of (i) one year after the Effective Date, (ii) 60 days after the attempted delivery of the undeliverable distribution and (iii) 180 days after the date such Claim becomes an Allowed Claim, shall have its Claim for such undeliverable distribution discharged and shall be forever barred, estopped and enjoined from asserting any such Claim against the Reorganized Debtors or their property. In such cases, (i) any Cash or Equity Interest held for distribution on account of Allowed Claims shall be redistributed to Holders of Allowed Claims in the applicable Class on the next Periodic Distribution Date and (ii) any Cash held for distribution to other creditors shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code and become property of the Reorganized Debtors, free of any Claims of such Holder with respect thereto. Nothing contained in the Plan shall require the Reorganized Debtors to attempt to locate any Holder of an Allowed Claim.

Failure to Present Checks. Checks issued by the Distribution Agent on account of Allowed Claims shall be null and void if not negotiated within 180 days after the issuance of such check. In an effort to ensure that all Holders of Allowed Claims receive their allocated distributions, no later than 180 days after the issuance of such checks, the Reorganized Debtors shall File with the Bankruptcy Court a list of the Holders of any un-negotiated checks. This list shall be maintained and updated periodically in the sole discretion of the Reorganized Debtors for as long as the Chapter 11 Cases stay open. Requests for reissuance of any check shall be made directly to the Distribution Agent by the Holder of the relevant Allowed Claim with respect to which such check originally was issued. Any Holder of an Allowed Claim holding an un-negotiated check that does not request reissuance of such un-negotiated check within 240 days after the date of mailing or other delivery of such check shall have its Claim for such un-negotiated check discharged and be forever barred, estopped and enjoined from asserting any such Claim against the Reorganized Debtors or their property. In such cases, any Cash held for payment on account of such Claims shall be property of the Reorganized Debtors, free of any Claims of such Holder with respect thereto. Nothing contained in the Plan shall require the Reorganized Debtors to attempt to locate any Holder of an Allowed Claim.

4. Compliance with Tax Requirements/Allocations

In connection with the Plan, to the extent applicable, the Reorganized Debtors shall comply with all tax withholding and reporting requirements imposed on them by any governmental unit, and all distributions pursuant to the Plan shall be subject to such withholding and reporting requirements. Notwithstanding anything in the Plan to the contrary, the Reorganized Debtors and the Distribution Agent shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including liquidating a portion of the distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information necessary to facilitate such distributions or establishing any other mechanisms they believe are reasonable and appropriate. The Reorganized Debtors reserve the right to allocate all distributions made under the Plan in compliance with all applicable wage garnishments, alimony, child support and other spousal awards, liens and encumbrances. For tax purposes, distributions in full or partial satisfaction of Allowed Claims shall be allocated first to the principal amount of Allowed Claims, with any excess allocated to unpaid interest that accrued on such Claims.

5. Timing and Calculation of Amounts to be Distributed

On the Initial Distribution Date with respect to each Class (or if a Claim is not an Allowed Claim on the Effective Date, on the date that such a Claim becomes an Allowed Claim, or as soon as reasonably practicable thereafter), each Holder of an Allowed Claim against the Debtors shall receive the full amount of the distributions that the Plan provides for Allowed Claims in the applicable Class; provided, however, that distributions on account of General Unsecured Claims that become Allowed Claims before the Effective Date maybe paid on the Effective Date. If and to the extent that there are Disputed Claims, distributions on account of any such Disputed Claims shall be made pursuant to the provisions set forth in the applicable class treatment or in Article VI of the Plan. Except as otherwise provided in the Plan, Holders of Claims shall not be entitled to interest, dividends or accruals on the distributions provided for in the Plan, regardless of whether such distributions are delivered on or at any time after the Effective Date.

6. Setoffs

The Debtors and the Reorganized Debtors may withhold (but not setoff except as set forth below) from the distributions called for under the Plan on account of any Allowed Claim an amount equal to any claims, equity interests, rights and Causes of Action of any nature that the Debtors or the Reorganized Debtors may hold against the Holder of any such Allowed Claim. In the event that any such claims, equity interests, rights and Causes of Action of any nature that the Debtors or the Reorganized Debtors may hold against the Holder of any such Allowed Claim are adjudicated by Final Order or otherwise resolved, the Debtors may, pursuant to section 553 of the Bankruptcy Code or applicable non-bankruptcy law, set off against any Allowed Claim and the distributions to be made pursuant to the Plan on account of such Allowed Claim (before any distribution is made on account of such Allowed Claim), the amount of any adjudicated or resolved claims, equity interests, rights and Causes of Action of any nature that the Debtors or the Reorganized Debtors may hold against the Holder of any such Allowed Claim, but only to the extent of such adjudicated or resolved amount. Neither the failure to effect such a setoff nor the allowance of any Claim under the Plan shall constitute a waiver or release by the Debtors or the Reorganized Debtors of any such claims, equity interests, rights and Causes of Action that the Debtors or the Reorganized Debtors may possess against any such Holder, except as specifically provided in the Plan.

D. PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED AND DISPUTED CLAIMS

1. Resolution of Disputed Claims

(a) Allowance of Claims

After the Effective Date, the Reorganized Debtors shall have and shall retain any and all rights and defenses that the Debtors had with respect to any Claim, except with respect to any Claim deemed Allowed under the Plan. Except as expressly provided in the Plan or in any order entered in the Chapter 11 Cases prior to the Effective Date (including, without limitation, the Confirmation Order), no Claim shall become an Allowed Claim unless and until such Claim is deemed Allowed under the Plan or the Bankruptcy Code or the Bankruptcy Court has entered a Final Order, including, without limitation, the Confirmation Order, in the Chapter 11 Case allowing such Claim. All settled claims approved prior to the Effective Date pursuant to a Final Order of the Bankruptcy Court pursuant to Bankruptcy Rule 9019 or otherwise shall be binding on all parties.

(b) Prosecution of Objection to Claims

After the Confirmation Date but before the Effective Date, the Debtors, and after the Effective Date until the Claims Objection Bar Date, the Reorganized Debtors shall have the exclusive authority to File objections to Claims, settle, compromise, withdraw or litigate to judgment objections to any and all Claims, regardless of whether such Claims are in a Class or otherwise. From and after the Effective Date, the Reorganized Debtors may settle or compromise any Disputed Claim without any further notice to or action, order or approval of the Bankruptcy Court. The Reorganized Debtors shall have the sole authority to administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order or approval of the Bankruptcy Court. With respect to all Tort Claims, an objection is deemed to have been Filed timely, thus making each such Claim a Disputed Claim as of the Claims Objection Bar Date. Each such Tort Claim shall remain a Disputed Claim unless and until it becomes an Allowed Claim.

(c) Claims Estimation

After the Confirmation Date, but before the Effective Date, the Debtors, and after the Effective Date, the Reorganized Debtors may, at any time, request that the Bankruptcy Court estimate (i) any Disputed Claim pursuant to applicable law and (ii) any contingent or unliquidated Claim pursuant to applicable law, including, without limitation, section 502(c) of the Bankruptcy Code, regardless of whether the Debtors or the Reorganized Debtors have previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction under 28 U.S.C. §§ 157 and 1334 to estimate any Disputed Claim, contingent Claim or unliquidated Claim, including during the litigation concerning any objection to any Claim or during the pendency of any appeal relating to any such objection.

Notwithstanding anything in the Plan to the contrary, a Claim that has been expunged from the Claims Register but that is subject to appeal or has not been the subject of a Final Order, shall be deemed to be estimated at zero dollars, unless otherwise ordered by the Bankruptcy Court.

(d) Expungement or Adjustment of Claims

Any Claim that has been paid, satisfied or superseded may be expunged on the Claims Register by the Reorganized Debtors, and any Claim that has been amended may be adjusted thereon by the Reorganized Debtors, in both cases without a claims objection having to be Filed and without any further notice to or action, order or approval of the Bankruptcy Court.

(e) Deadline to File Objections to Claims

Any objections to Claims shall be Filed no later than the Claims Objection Bar Date.

2. Disallowance of Claims

All Claims of any Entity from which property is sought by the Debtors or the Reorganized Debtors under sections 542, 543, 550 or 553 of the Bankruptcy Code or that the Debtors or the Reorganized Debtors allege is a transferee of a transfer that is avoidable under sections 522(f), 522(h), 544, 545, 547, 548, 549 or 724(a) of the Bankruptcy Code shall be disallowed if (a) the Entity, on the one hand, and the Debtors or the Reorganized Debtors, on the other hand, agree or the Bankruptcy Court has determined by Final Order that such Entity or transferee is liable to turnover any property or monies under any of the aforementioned sections of the Bankruptcy Code and (b) such Entity or transferee has failed to turnover such property by the date set forth in such agreement or Final Order.

EXCEPT AS OTHERWISE AGREED, ANY AND ALL PROOFS OF CLAIM FILED AFTER THE APPLICABLE CLAIMS BAR DATE SHALL BE DEEMED DISALLOWED AND EXPUNGED AS OF THE EFFECTIVE DATE WITHOUT ANY FURTHER NOTICE TO OR ACTION, ORDER OR APPROVAL OF THE BANKRUPTCY COURT, AND HOLDERS OF SUCH CLAIMS MAY NOT RECEIVE ANY DISTRIBUTIONS ON ACCOUNT OF SUCH CLAIMS, UNLESS SUCH LATE PROOF OF CLAIM IS DEEMED TIMELY FILED BY A BANKRUPTCY COURT ORDER ON OR BEFORE THE LATER OF (A) THE CONFIRMATION HEARING AND (B) 45 DAYS AFTER THE APPLICABLE CLAIMS BAR DATE.

3. Amendment to Claims

On or after the Effective Date, except as otherwise provided in the Plan, a Claim may not be Filed or amended without the prior authorization of the Bankruptcy Court or the Reorganized Debtors, and, to the extent such prior authorization is not received, any such new or amended Claim Filed shall be deemed disallowed and expunged without any further notice to or action, order or approval of the Bankruptcy Court.

E. CONDITIONS PRECEDENT TO CONFIRMATION AND CONSUMMATION OF THE PLAN

1. Conditions Precedent to Confirmation

It shall be a condition to Confirmation of the Plan that all provisions, terms and conditions set forth in the Plan are approved in the Confirmation Order.

2. Conditions Precedent to Consummation

It shall be a condition to Consummation of the Plan that the following conditions shall have been satisfied or waived pursuant to the provisions of Article VIII of the Plan:

- The Plan and all Plan Supplement documents, including any amendments, modifications or supplements thereto, shall be reasonably acceptable to the Debtors.

- The Confirmation Order shall have been entered and become a Final Order in a form and in substance reasonably satisfactory to the Debtors. The Confirmation Order shall provide that, among other things, the Debtors or the Reorganized Debtors, as appropriate, are authorized and directed to take all actions necessary or appropriate to consummate the Plan, including, without limitation, entering into, implementing and consummating the contracts, instruments, releases, leases, indentures and other agreements or documents created in connection with or described in the Plan.

- All documents and agreements necessary to implement the Plan shall have (a) been tendered for delivery and (b) been affected or executed. All conditions precedent to all such documents and agreements shall have been satisfied or waived pursuant to the terms of such documents or agreements.

- All actions, documents, certificates and agreements necessary to implement the Plan shall have been effected or executed and delivered to the required parties and, to the extent required, Filed with the applicable governmental units in accordance with applicable laws.

3. Waiver of Conditions

The conditions to Confirmation of the Plan and to Consummation of the Plan set forth in Article **IX** of the Plan may be waived by the Debtors without notice, leave or order of the Bankruptcy Court or any formal action other than proceeding to confirm or consummate the Plan.

4. Effect of Non-Occurrence of Conditions to Consummation

If the Consummation of the Plan does not occur, the Plan shall be null and void in all respects and nothing contained in the Plan or the Disclosure Statement shall: (a) constitute a waiver or release of any claims by or Claims against or Equity Interests in the Debtors; (b) prejudice in any manner the rights of the Debtors, any Holders or any other Entity; or (c) constitute an admission, acknowledgment, offer or undertaking by the Debtors, any Holders or any other Entity in any respect.

F. SETTLEMENT, RELEASE AND RELATED PROVISIONS

1. Compromise and Settlement

Notwithstanding anything in the Plan to the contrary, the allowance, classification and treatment of all Allowed Claims and their respective distributions and treatments under the Plan are to be considered having taken into account and conform to the relative priority and rights of the Claims and the Equity Interests in each Class in connection with any contractual, legal and equitable subordination rights relating thereto whether arising under general principles of equitable subordination, sections 510(b) and (c) of the Bankruptcy Code or otherwise. As of the Effective Date, any and all such rights described in the preceding sentence are settled, compromised and released pursuant to the Plan. The Confirmation Order will constitute the Bankruptcy Court's finding and determination that the settlements reflected in the Plan are: (a) in the best interests of the Debtors, their estates and all Holders of Claims; (b) fair, equitable and reasonable; (c) made in good faith; and (d) approved by the Bankruptcy Court pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019.

In accordance with the provisions of the Plan and pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019, without any further notice to or action, order or approval of the Bankruptcy Court, after the Effective Date (a) the Reorganized Debtors may, in their sole and absolute discretion, compromise and settle Claims against it and (b) the Reorganized Debtors may, in their sole and absolute discretion, compromise and settle Causes

of Action against other Entities.

2. Preservation of Rights of Action

(a) Maintenance of Causes of Action

Except as otherwise provided in the Plan or Confirmation Order, after the Effective Date, the Reorganized Debtors 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, in any adversary proceeding Filed in the Chapter 11 Cases.

(b) Preservation of All Causes of Action Not Expressly Settled or Released

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). In addition, the Debtors and the Reorganized Debtors expressly reserve the right to pursue or adopt any claims alleged in any lawsuit in which the Debtors are a plaintiff, defendant or an interested party, against any Entity, including, without limitation, the plaintiffs or codefendants in such lawsuits.

G. BINDING NATURE OF THE PLAN

THE PLAN SHALL BIND ALL HOLDERS OF CLAIMS AGAINST AND EQUITY INTERESTS IN THE DEBTORS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NOTWITHSTANDING WHETHER OR NOT SUCH HOLDER (A) WILL RECEIVE OR RETAIN ANY PROPERTY OR INTEREST IN PROPERTY UNDER THE PLAN, (B) HAS FILED A PROOF OF CLAIM OR INTEREST IN THE CHAPTER 11 CASE OR (C) FAILED TO VOTE TO ACCEPT OR REJECT THE PLAN OR VOTED TO REJECT THE PLAN.

IV. CONFIRMATION AND CONSUMMATION PROCEDURES

A. Solicitation of Votes

The process by which the Debtors will solicit votes to accept or reject the Plan is summarized in Disclosure Statement Motion.

PLEASE REFER TO THE PROCEDURES MOTION FOR MORE INFORMATION REGARDING VOTING REQUIREMENTS TO ENSURE THAT VOTES ARE PROPERLY AND TIMELY SUBMITTED SUCH THAT THEY ARE COUNTED AS VOTES TO ACCEPT OR REJECT THE PLAN.

B. Confirmation Procedures

1. Confirmation Hearing

The Confirmation Hearing will commence at prevailing Pacific Time on , 2013.

The Plan Objection Deadline is 5:00 p.m., prevailing Pacific Time on , 2013.

All Plan objections must be filed with the Bankruptcy Court and served on the Debtors and certain other parties in accordance with the Disclosure Statement Order on or before the Plan Objection Deadline.

THE BANKRUPTCY COURT WILL NOT CONSIDER PLAN OBJECTIONS UNLESS THEY ARE TIMELY SERVED AND FILED IN COMPLIANCE WITH THE DISCLOSURE STATEMENT ORDER.

2. Confirmation Hearing Notice

Following the Disclosure Statement Hearing, the Debtors will serve the Confirmation Hearing Notice on all of the Debtors' creditors, parties in interest and parties which have requested notice pursuant to Bankruptcy Rule 2002, which will contain, among other things, the Plan Objection Deadline, the Voting Deadline and the date that the Confirmation Hearing is scheduled to commence.

3. Filing Objections to the Plan

All objections, if any, must (a) be made in writing, (b) conform to the Bankruptcy Rules and the Local Rules for the District of Nevada and (c) be filed, contemporaneously with a proof of service, with the Bankruptcy Court and served so that they are **actually received** on or before the Plan Objection Deadline by each of the parties listed in the table below:

Name:	**Contact Information:**
Debtors' counsel	The Schwartz Law Firm, Inc. Attn: Samuel A. Schwartz, Esq. 6623 Las Vegas Blvd. South, Suite 300 Las Vegas, Nevada 89119 Fax: (702) 385-2741

C. STATUTORY REQUIREMENTS FOR CONFIRMATION OF THE PLAN

At the Confirmation Hearing, the Bankruptcy Court will determine whether the Plan satisfies the requirements of section 1129 of the Bankruptcy Code. The Debtors believe that: (i) the Plan satisfies or will satisfy all of the statutory requirements of chapter 11 of the Bankruptcy Code; (ii) it has complied or will have complied with all of the requirements of chapter 11 of the Bankruptcy Code; and (iii) the Plan has been proposed in good faith. Specifically, the Debtors believe that the Plan satisfies or will satisfy the applicable Confirmation requirements of section 1129 of the Bankruptcy Code set forth below:

- The Plan complies with the applicable provisions of the Bankruptcy Code;
- The Debtors, as the Plan proponent, will have complied with the applicable provisions of the Bankruptcy Code;
- The Plan has been proposed in good faith and not by any means forbidden by law;
- Any payment made or promised under the Plan for services or for costs and expenses in, or in connection with, the Chapter 11 Cases, or in connection with the Plan and incident to the Chapter 11 Cases, has been disclosed to the Bankruptcy Court, and any such payment: (a) made before the Confirmation of the Plan is reasonable; or (b) is subject to the approval of the Bankruptcy Court as reasonable, if it is to be fixed after Confirmation of the Plan;
- Either each Holder of an Impaired Claim has accepted the Plan, or will receive or retain under the Plan on account of such Claim, property of a value, as of the Effective Date of the Plan, that is not less than the amount that such Holder would receive or retain if the Debtors were liquidated on

that date under chapter 7 of the Bankruptcy Code, including pursuant to section 1129(b) of the Bankruptcy Code;

- Each Class of Claims that is entitled to vote on the Plan has either accepted the Plan or is not Impaired under the Plan, or the Plan can be confirmed without the approval of such voting Class pursuant to section 1129(b) of the Bankruptcy Code;

- Except to the extent that the Holder of a particular Claim will agree to a different treatment of its Claim, the Plan provides that Administrative Claims and Other Priority Claims will be paid in full on the Effective Date, or as soon thereafter as is reasonably practicable;

- At least one Class of Impaired Claims has accepted the Plan, determined without including any acceptance of the Plan by any insider holding a Claim in that Class;

- Confirmation of the Plan is not likely to be followed by the liquidation or the need for further financial reorganization of the Debtors or any successors thereto under the Plan, unless the Plan contemplates such liquidation or reorganization;

- The Debtors have paid the required filing fees pursuant to 28 U.S.C. § 1930 to the clerk of the Bankruptcy Court; and

- In addition to the filing fees paid to the clerk of the Bankruptcy Court, the Debtors will pay quarterly fees no later than the last day of the calendar month, following the calendar quarter for which the fee is owed in the Debtors' Chapter 11 Cases for each quarter (including any fraction thereof), to the Office of the U.S. Trustee, until the case is converted or dismissed, whichever occurs first.

1. Best Interests of Creditors Test/Liquidation Analysis

Often called the "best interests" test, section 1129(a)(7) of the Bankruptcy Code requires that a bankruptcy court find, as a condition to confirmation, that a chapter 11 plan provides, with respect to each class, that each holder of a claim or an equity interest in such class either (a) has accepted the plan or (b) will receive or retain under the plan property of a value, as of the effective date of the plan, that is not less than the amount that such holder would receive or retain if the debtors are liquidated under chapter 7 of the Bankruptcy Code. To make these findings, the bankruptcy court must: (a) estimate the Cash liquidation proceeds that a chapter 7 trustee would generate if the debtors' Chapter 11 Cases were converted to chapter 7 cases and the assets of such debtors' estates were liquidated; (b) determine the liquidation distribution that each non-accepting holder of a claim or an equity interest would receive from such liquidation proceeds under the priority scheme dictated in chapter 7; and (c) compare such holder's liquidation distribution to the distribution under the plan that such holder would receive, if the plan were confirmed.

In chapter 7 cases, unsecured creditors and equity interest holders of a debtor are paid from available assets generally in the following order, with no junior class receiving any payments until all amounts due to senior classes have been paid fully or any such payment is provided for: (a) holders of secured claims (to the extent of the value of their collateral); (b) holders of priority claims; (c) holders of unsecured claims; (d) holders of debt expressly subordinated by its terms or by order of the bankruptcy court; and (e) holders of equity interests.

Accordingly, the Cash amount that would be available for satisfaction of Claims (other than Secured Claims) would consist of the proceeds resulting from the disposition of the unencumbered assets of the Debtors, augmented by the unencumbered Cash held by the Debtors at the time of the commencement of the liquidation. Such Cash would be reduced by the amount of the costs and expenses of the liquidation and by such additional administrative and priority claims that may result from termination of the Debtors' businesses and the use of chapter 7 for purposes of liquidation.

The Debtors believe that confirmation of the Plan will provide each Holder of an Allowed Claim with a greater recovery than the value of any distributions if the Chapter 11 Cases was converted to a case under chapter 7 of the Bankruptcy Code because, among other reasons, the Debtors do not own any significant, tangible assets which could be liquidated. Specifically, the Debtors' intended management and eventual sale of many of its Assets will pay all creditors in full. Conversely, in a chapter 7 liquidation, the Debtors would be subject to the fees and expenses of a chapter 7 trustee, which would likely further reduce Cash available for distribution. In addition, distributions in chapter 7 cases may not occur for a longer period of time than distributions under the Plan, thereby reducing the present value of such distributions. In this regard, it is possible that distribution of the proceeds from liquidation could be delayed for a significant period, while the chapter 7 trustee and its advisors become knowledgeable about, among other things, the Chapter 11 Cases and the Claims against the Debtors. As set forth in the Liquidation Analysis, Holders of Equity Interests may not receive any recovery under a chapter 7 liquidation, so the Plan satisfies the requirements of section 1129(a)(7) of the Bankruptcy Code with respect to such Classes.

2. Feasibility

Section 1129(a) (11) of the Bankruptcy Code requires that the Bankruptcy Court find that confirmation is not likely to be followed by the liquidation of the Reorganized Debtors or the need for further financial reorganization, unless the Plan contemplates such liquidation. For purposes of demonstrating that the Plan meets this "feasibility" standard, the Debtors have analyzed the ability of the Reorganized Debtors to meet their obligations under the Plan and to retain sufficient liquidity and capital resources to conduct its business.

The Debtors believe that the Plan meets the feasibility requirement set forth in section 1129(a) (11) of the Bankruptcy Code. Therefore, confirmation is not likely to be followed by liquidation or the need for further financial reorganization of the Debtors or any successor under the Plan. In connection with the development of the Plan and for the purposes of determining whether the Plan satisfies this feasibility standard, the Debtors analyzed their ability to satisfy their financial obligations while maintaining sufficient liquidity and capital resources.

3. Acceptance by Impaired Classes

The Bankruptcy Code requires, as a condition to confirmation, that, except as described in the following section, each class of claims or equity interests that is impaired under a plan, accept the plan. A class that is not "impaired" under a plan is deemed to have accepted the plan and, therefore, solicitation of acceptances with respect to such class is not required. A class is "impaired" unless the plan: (a) leaves unaltered the legal, equitable and contractual rights to which the claim or the equity interest entitles the holder of such claim or equity interest; (b) cures any default and reinstates the original terms of such obligation; or (c) provides that, on the consummation date, the holder of such claim or equity interest receives Cash equal to the allowed amount of that claim or, with respect to any equity interest, any fixed liquidation preference to which the holder of such equity interest is entitled to any fixed price at which the Debtors may redeem the security of.

Section 1126(c) of the Bankruptcy Code defines acceptance of a plan by a class of impaired claims as acceptance by holders of at least two-thirds in dollar amount and more than one-half in number of claims in that class, but for that purpose counts only those who actually vote to accept or to reject the plan. Thus, a class of claims will have voted to accept the plan, only if two-thirds in amount and a majority in number voting actually cast their ballots in favor of acceptance.

Claims in Classes 2, 4, 5 and 6 are Impaired under the Plan, and as a result, the Holders of Claims in such Classes are entitled to vote on the Plan. Pursuant to section 1129 of the Bankruptcy Code, the Holders of Claims in the Voting Classes must accept the Plan for the Plan to be confirmed without application of the "fair and equitable test" to such Classes, and without considering whether the Plan "discriminates unfairly" with respect to such Classes, as both standards are described herein. As stated above, Classes of Claims will have accepted the Plan if the Plan is accepted by at least two-thirds in amount and a majority in number of the Claims of each such Class (other than any Claims of creditors designated under section 1126(e) of the Bankruptcy Code) that have voted to accept or reject the Plan.

4. Confirmation Without Acceptance by All Impaired Classes

Section 1129(b) of the Bankruptcy Code allows a bankruptcy court to confirm a plan even if all impaired classes entitled to vote on the plan have not accepted it, provided that the plan has been accepted by at least one impaired class. Pursuant to section 1129(b) of the Bankruptcy Code, notwithstanding an impaired class's rejection or deemed rejection of the plan, such plan will be confirmed, at the plan proponent's request, in a procedure commonly known as "cram down," so long as the plan does not "discriminate unfairly" and is "fair and equitable" with respect to each class of claims or equity interests that is impaired under, and has not accepted, the plan.

5. No Unfair Discrimination

This test applies to classes of claims or equity interests that are of equal priority and are receiving different treatment under the Plan. The test does not require that the treatment be the same or equivalent for all such classes, but that such treatment be "fair." In general, bankruptcy courts consider whether a plan discriminates unfairly in its treatment of classes of claims of equal rank (e.g., classes of the same legal character). Bankruptcy courts will take into account a number of factors in determining whether a plan discriminates unfairly, and, accordingly, a plan could treat two classes of unsecured creditors differently without unfairly discriminating against either class.

6. Fair and Equitable Test

This test applies to classes of different priority and status (*e.g.*, secured versus unsecured) and includes the general requirement that no class of claims receive more than 100% of the amount of the allowed claims in such class. As to the dissenting class, the test sets different standards depending on the type of claims or equity interests in such class:

- Secured Claims. The condition that a plan be "fair and equitable" to a non-accepting class of secured claims includes the requirements that: (a) the holders of such secured claims retain the liens securing such claims to the extent of the allowed amount of the claims, whether the property subject to the liens is retained by the debtors or transferred to another entity under the plan; and (b) each holder of a secured claim in the class receives deferred Cash payments totaling at least the allowed amount of such claim with a present value, as of the effective date of the plan, at least equivalent to the value of the secured claimant's interest in the Debtors' property subject to the liens.

- Unsecured Claims. The condition that a plan be "fair and equitable" to a non-accepting class of unsecured claims includes the following requirement that either: (a) the plan provides that each holder of a claim of such class receive or retain on account of such claim property of a value, as of the effective date of the plan, equal to the allowed amount of such claim; or (b) the holder of any claim or any equity interest that is junior to the claims of such class will not receive or retain under the plan on account of such junior claim or junior equity interest any property.

- Equity Interests. The condition that a plan be "fair and equitable" to a non-accepting class of equity interests includes the requirements that either:

  - the plan provides that each holder of an equity interest in that class receives or retains under the plan on account of that equity interest property of a value, as of the effective date of the plan, equal to the greater of: (a) the allowed amount of any fixed liquidation preference to which such holder is entitled; (b) any fixed redemption price to which such holder is entitled; or (c) the value of such interest; or

  - if the class does not receive the amount required in the paragraph directly above, no class of equity interests junior to the non-accepting class may receive a distribution under the plan.

To the extent that any of the Voting Classes vote to reject the Plan, the Debtors still reserve the right to seek (a) Confirmation of the Plan under section 1129(b) of the Bankruptcy Code and/or (b) modify the Plan in accordance with Article XIII. B. of the Plan.

The Debtors do not believe that the Plan discriminates unfairly against any Impaired Class of Claims or Equity Interests. The Debtors believe that the Plan and the treatment of all Classes of Claims and Equity Interests under the Plan satisfy the foregoing requirements for nonconsensual Confirmation of the Plan.

D. CONSUMMATION OF THE PLAN

The Plan will be consummated on the Effective Date. For a more detailed discussion of the conditions precedent to consummation of the Plan and the impact of failure to meet such conditions, see Article IX of the Plan.

V. PLAN-RELATED RISK FACTORS

PRIOR TO VOTING TO ACCEPT OR REJECT THE PLAN, ALL HOLDERS OF CLAIMS THAT ARE IMPAIRED SHOULD READ AND CONSIDER CAREFULLY THE FACTORS SET FORTH HEREIN, AS WELL AS ALL OTHER INFORMATION SET FORTH OR OTHERWISE REFERENCED IN THIS DISCLOSURE STATEMENT. ALTHOUGH THESE RISK FACTORS ARE MANY, THESE FACTORS SHOULD NOT BE REGARDED AS CONSTITUTING THE ONLY RISKS PRESENT IN CONNECTION WITH THE DEBTORS' BUSINESSES OR THE PLAN AND ITS IMPLEMENTATION.

A. CERTAIN BANKRUPTCY LAW CONSIDERATIONS

1. Parties-in-Interest May Object to the Debtors' Classification of Claims and Equity Interests.

Section 1122 of the Bankruptcy Code provides that a plan may place a claim or an equity interest in a particular class only if such claim or equity interest is substantially similar to the other claims or equity interests in such class. The Debtors believe that the classification of Claims and Equity Interests under the Plan complies with the requirements set forth in the Bankruptcy Code because the Debtors created Classes of Claims and Equity Interests, each encompassing Claims or Equity Interests, as applicable, that are substantially similar to the other Claims and Equity Interests in each such Class. Nevertheless, there can be no assurance that the Bankruptcy Court will reach the same conclusion.

2. The Debtors May Fail to Satisfy the Vote Requirement

If votes are received in number and amount sufficient to enable the Bankruptcy Court to confirm the Plan, the Debtors intend to seek, as promptly as practicable thereafter, Confirmation of the Plan. In the event that sufficient votes are not received, the Debtors may seek to accomplish an alternative Chapter 11 plan. There can be no assurance that the terms of any such alternative Chapter 11 plan would be similar or as favorable to the Holders of Allowed Claims as those proposed in the Plan.

3. The Debtors May Not Be Able to Secure Confirmation of the Plan

Section 1129 of the Bankruptcy Code sets forth the requirements for confirmation of a chapter 11 plan and requires, among other things, findings by the bankruptcy court that: (a) such plan "does not unfairly discriminate" and is "fair and equitable" with respect to any non-accepting classes; (b) confirmation of such plan is not likely to be followed by a liquidation or a need for further financial reorganization unless such liquidation or reorganization is contemplated by the plan; and (c) the value of distributions to non-accepting Holders of Claims within a particular class under such plan will not be less than the value of distributions such holders would receive if the debtors were liquidated under chapter 7 of the Bankruptcy Code.

There can be no assurance that the requisite acceptances to confirm the Plan will be received. Even if the requisite acceptances are received, there can be no assurance that the Bankruptcy Court will confirm the Plan. A non-accepting Holder of an Allowed Claim might challenge either the adequacy of this Disclosure Statement or

whether the balloting procedures and voting results satisfy the requirements of the Bankruptcy Code or Bankruptcy Rules. Even if the Bankruptcy Court determined that the Disclosure Statement, the balloting procedures and voting results were appropriate, the Bankruptcy Court could still decline to confirm the Plan if it found that any of the statutory requirements for Confirmation had not been met, including the requirement that the terms of the Plan do not "unfairly discriminate" and are "fair and equitable" to non-accepting Classes.

Confirmation of the Plan is also subject to certain conditions as described in Articles IV and IX of the Plan. If the Plan is not confirmed, it is unclear what distributions, if any, Holders of Allowed Claims would receive with respect to their Allowed Claims.

The Debtors, subject to the terms and conditions of the Plan, reserve the right to modify the terms and conditions of the Plan as necessary for Confirmation. Any such modifications could result in less favorable treatment of any non-accepting Class, as well as any Classes junior to such non-accepting Class, than the treatment currently provided in the Plan. Such less favorable treatment could include a distribution of property to the Class affected by the modification of a lesser value than currently provided in the Plan or no distribution of property whatsoever under the Plan.

4. Nonconsensual Confirmation of the Plan May be Necessary

In the event that any impaired class of claims or equity interests does not accept a Chapter 11 plan, a bankruptcy court may nevertheless confirm such a plan at the proponents' request if at least one impaired class has accepted the plan (with such acceptance being determined without including the vote of any "insider" in such class), and, as to each impaired class that has not accepted the plan, the bankruptcy court determines that the plan "does not discriminate unfairly" and is "fair and equitable" with respect to the dissenting impaired classes. The Debtors believe that the Plan satisfies these requirements and the Debtors may request such nonconsensual Confirmation in accordance with subsection 1129(b) of the Bankruptcy Code. Nevertheless, there can be no assurance that the Bankruptcy Court will reach this conclusion.

5. The Debtors May Object to the Amount or Classification of a Claim

Except as otherwise provided in the Plan, the Debtors and Reorganized Debtors reserve the right to object to the amount or classification of any Claim under the Plan. The estimates set forth in this Disclosure Statement cannot be relied on by any Holder of a Claim where such Claim is subject to an objection. Thus, any Holder of a Claim that is subject to an objection thus may not receive its expected share of the estimated distributions described in this Disclosure Statement.

6. Risk of Non-Occurrence of the Effective Date

Although the Debtors believe that the Effective Date may occur quickly after the Confirmation Date, there can be no assurance as to such timing, or as to whether the Effective Date will, in fact, occur.

7. Contingencies Will Not Affect Votes of Impaired Classes to Accept or Reject the Plan

The distributions available to Holders of Allowed Claims under the Plan can be affected by a variety of contingencies, including, without limitation, whether the Bankruptcy Court orders certain Allowed Claims to be subordinated to other Allowed Claims. The occurrence of any and all such contingencies, which could affect distributions available to Holders of Allowed Claims under the Plan, will not affect the validity of the vote taken by the Impaired Classes to accept or reject the Plan or require any sort of revote by the Impaired Classes.

B. RISK FACTORS THAT MAY AFFECT RECOVERIES UNDER THE PLAN

1. The Debtors' Members Will Control the Reorganized Debtors

Consummation of the Plan will result in the Huertas owning all of the Reorganized Debtors' Equity Interests, thus giving the Huertas a controlling influence over the business and affairs of the Reorganized Debtors, if any.

2. Collections on the Judgment Against the Paulson Group

The payment of the unsecured claims of Nevada State Bank and the payment of general unsecured claims under the Debtors' Plan relies on the Debtors' ability to collect on the Judgment against the Paulson Group. As set forth above, the Paulson Group appealed the Decision and Judgment to the Bankruptcy Appellate Panel for the Ninth Circuit Court of Appeals (the "**BAP**") and the Paulson Group recently filed their opening brief on March 4, 2013. Although the Debtors believe they will prevail in the appeal, it is possible that the BAP may reverse or reduce the amount of the Judgment. If the BAP reverses or reduces the Judgment and there are insufficient funds to pay allowed general unsecured claims, the Debtors will pay allowed general unsecured claims the greater of: (i) recoveries from the Judgment; or (ii) the Debtors' projected disposable income of $1,000.00 per month during the 5 year period beginning after confirmation of the Plan.

The Paulson Group also each filed the Paulson Bankruptcy Cases on November 16, 2012. The Debtors are actively participating in the Paulson Bankruptcy Cases and recently filed an adversary proceeding against the Hugo Paulson, and his alter egos, objecting to the discharge of any debt owed to the Debtors arising from the Judgment.

Separately, the Debtors filed motions to appoint a Chapter 11 Trustee and to transfer the venue of the Paulson Bankruptcy Cases to the United States Bankruptcy Court for the District of Nevada. While the Debtors believe they will be successful in their collection efforts against the Paulson Group and are prosecuting their claims in the Paulson Bankruptcy Cases, there is a possibility the Debtors will not be able to collect the entire amount owed to the Debtors from the Judgment. If the Debtors collection efforts against the Paulson Group do not generate sufficient funds to pay allowed unsecured claims in full, the Debtors will pay allowed general unsecured claims the greater of: (i) recoveries from the Judgment; or (ii) the Debtors' projected disposable income of $1,000.00 per month during the 5 year period beginning after confirmation of the Plan.

3. Offset of Allowed Paulson Group Claims Against the Debtors

While the Debtors obtained the Judgment against the Paulson Group, the Debtors acknowledge the Paulson Group has asserted claims against the Debtors, some of which may be allowed claims. Specifically, the Paulson Group asserts claims against the Debtors for the Waterstone Adversary, Savino Litigation and debts secured by the real property held by Pecan Street Plaza, LLC, an entity partially owned by the Paulson Group and partially owned by the Debtors. The Debtors believe their Judgment against the Paulson Group greatly exceeds any allowed claims the Paulson Group may have against the Debtors, and any allowed claims of the Paulson Group will be off set against the Judgment. Accordingly, the amount of the Judgment against the Paulson Group may be reduced by the allowed Paulson Group claims. The Debtors, however, believe that the amount of the Judgment, after accounting for any offset for allowed claims of the Paulson Group, will be sufficient to pay allowed unsecured claims in full.

C. RISKS ASSOCIATED WITH FORWARD LOOKING STATEMENTS

1. The Financial Information Contained Herein is Based on the Debtors' Books and Records and, Unless Otherwise Stated, No Audit Was Performed

The financial information contained in this Disclosure Statement has not been audited. In preparing this Disclosure Statement, the Debtors relied on financial data derived from their books and records that was available at the time of such preparation. Although the Debtors have used their reasonable business judgment to ensure the accuracy of the financial information provided in this Disclosure Statement, and while the Debtors believe that such financial information fairly reflects the financial condition of the Debtors, the Debtors are unable to warrant or represent that the financial information contained herein and attached hereto is without inaccuracies.

2. Financial Projections and Other Forward Looking Statements Are Not Assured, Are Subject to Inherent Uncertainty Due to the Numerous Assumptions Upon Which They Are Based and, as a result, Actual Results May Vary

This Disclosure Statement contains various projections concerning the financial results of the Reorganized Debtors' operations, including any financial projections, that are, by their nature, forward looking, and which

projections are necessarily based on certain assumptions and estimates. Should any or all of these assumptions or estimates ultimately prove to be incorrect, the actual future experiences of the Reorganized Debtors may turn out to be different from the financial projections.

Specifically, the projected financial results contained in this Disclosure Statement reflect numerous assumptions concerning the anticipated future performance of the Reorganized Debtors, some of which may not materialize, including, without limitation, assumptions concerning: (a) the timing of Confirmation and Consummation of the Plan in accordance with its terms; (b) the anticipated future performance of the Reorganized Debtors, including, without limitation, the Debtors' ability to sell their Assets; (c) general business and economic conditions; and (d) overall performance and trends in the commercial real estate industry.

Due to the inherent uncertainties associated with projecting financial results generally, the projections contained in this Disclosure Statement will not be considered assurances or guarantees of the amount of funds or the amount of Claims that may be allowed in the various Classes. While the Debtors believe that the financial projections contained in this Disclosure Statement are reasonable, there can be no assurance that they will be realized.

D. DISCLOSURE STATEMENT DISCLAIMERS

1. The Information Contained Herein Is for Soliciting Votes Only

The information contained in this Disclosure Statement is for purposes of soliciting acceptances of the Plan and may not be relied upon for any other purpose.

2. This Disclosure Statement Was Not Approved by the Securities and Exchange Commission

This Disclosure Statement has not been filed with the Commission or any state regulatory authority. Neither the Commission nor any state regulatory authority has passed upon the accuracy or adequacy of this Disclosure Statement, or the exhibits or the statements contained herein, and any representation to the contrary is unlawful.

3. The Disclosure Statement Contains Forward Looking Statements

This Disclosure Statement contains "forward looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Such statements consist of any statement other than a recitation of historical fact and can be identified by the use of forward looking terminology such as "may," "expect," "anticipate," "estimate" or "continue" or the negative thereof or other variations thereon or comparable terminology. The reader is cautioned that all forward looking statements are necessarily speculative and there are certain risks and uncertainties that could cause actual events or results to differ materially from those referred to in such forward looking statements. The liquidation analysis, distribution projections and other information contained herein and attached hereto are estimates only, and the timing and amount of actual distributions to Holders of Allowed Claims may be affected by many factors that cannot be predicted. Therefore, any analyses, estimates or recovery projections may or may not turn out to be accurate.

4. No Legal or Tax Advice is Provided to You by this Disclosure Statement

This Disclosure Statement is not legal advice to you. The contents of this Disclosure Statement should not be construed as legal, business or tax advice. Each Holder of a Claim or an Equity Interest should consult his or her own legal counsel and accountant with regard to any legal, tax and other matters concerning his or her Claim or Equity Interest. This Disclosure Statement may not be relied upon for any purpose other than to determine how to vote on the Plan or object to Confirmation of the Plan.

5. No Admissions Are Made by this Disclosure Statement

The information and statements contained in this Disclosure Statement will neither (a) constitute an admission of any fact or liability by any Entity (including, without limitation, the Debtors) nor (b) be deemed

evidence of the tax or other legal effects of the Plan on the Debtors, the Reorganized Debtors, Holders of Allowed Claims or Equity Interest or any other parties in interest.

6. No Reliance Should be Placed on any Failure to Identify Litigation Claims or Projected Objections

No reliance should be placed on the fact that a particular litigation claim or projected objection to a particular Claim or Equity Interest is, or is not, identified in this Disclosure Statement. The Debtors or the Reorganized Debtors, as applicable, (i) may seek to investigate, File and prosecute Claims and Equity Interests and (ii) may object to Claims after the Confirmation or Effective Date of the Plan irrespective of whether the Disclosure Statement identifies such Claims or Objections to Claims.

7. Nothing Herein Constitutes a Waiver of any Rights to Object to Claims or Recover Transfers and Assets

The vote by a Holder of an Allowed Claim for or against the Plan does not constitute a waiver or release of any Claims or rights of the Debtors or the Reorganized Debtors (or any party in interest, as the case may be) to object to that Holder's Allowed Claim, or recover any preferential, fraudulent or other voidable transfer or assets, regardless of whether any Claims or Causes of Action of the Debtors or its Estate are specifically or generally identified herein.

8. The Information Used Herein Was Provided to the Debtors and Was Relied Upon by the Debtors' Advisors

Counsel to the Debtors has relied upon information provided by the Debtors in connection with the preparation of this Disclosure Statement. Although counsel to the Debtors has performed certain limited due diligence in connection with the preparation of this Disclosure Statement, it has not verified independently the information contained herein.

9. The Potential Exists for Inaccuracies, and the Debtors Have no Duty to Update

The statements contained in this Disclosure Statement are made by the Debtors as of the date hereof, unless otherwise specified herein, and the delivery of this Disclosure Statement after that date does not imply that there has not been a change in the information set forth herein since that date. While the Debtors have used their reasonable business judgment to ensure the accuracy of all of the information provided in this Disclosure Statement and in the Plan, the Debtors, nonetheless cannot, and do not, confirm the current accuracy of all statements appearing in this Disclosure Statement. Further, although the Debtors may subsequently update the information in this Disclosure Statement, the Debtors have no affirmative duty to do so unless ordered to do so by the Bankruptcy Court.

10. No Representations Made Outside of the Disclosure Statement Are Authorized

No representations concerning or relating to the Debtors, the Chapter 11 Cases or the Plan are authorized by the Bankruptcy Court or the Bankruptcy Code, other than as set forth in this Disclosure Statement. Any representations or inducements made to secure your acceptance or rejection of the Plan that are other than as contained in, or included with, this Disclosure Statement, should not be relied upon by you in arriving at your decision. You should promptly report unauthorized representations or inducements to the counsel to the Debtors, and the United States Trustee.

VI. ALTERNATIVES TO CONFIRMATION AND CONSUMMATION OF THE PLAN

A. Liquidation Under Chapter 7 of the Bankruptcy Code

If no chapter 11 plan can be confirmed, the Chapter 11 Cases may be converted to a case under Chapter 7 of the Bankruptcy Code in which case, a trustee would be elected or appointed to liquidate the Debtors' assets. A discussion of the effect that a chapter 7 liquidation would have on the recovery of holders of Claims is set forth in

Section IV.C. herein, titled "Statutory Requirements for Confirmation of the Plan." In performing the liquidation analysis, the Debtors have assumed that all Holders of Claims will be determined to have "claims" that are entitled to share in the proceeds from any such liquidation. The Debtors believe that liquidation under chapter 7 would result in (i) smaller distributions being made to creditors than those provided for in the Plan because of the additional administrative expenses involved in the appointment of a trustee and attorneys and other professionals to assist such trustee, (ii) smaller distributions being made to creditors than those provided in the Plan because the Debtors' only real assets consist of its real property and the improvements thereon, which have less value in a forced liquidation, (iii) additional expenses and claims, some of which would be entitled to priority, which would be generated during the liquidation and from the rejection of unexpired leases and executory contracts in connection with the cessation of the Debtors' operations, and (iv) the potential failure to realize the greater, going-concern value of all of the Debtors' assets.

B. Filing of an Alternative Plan of Reorganization

If the Plan is not confirmed, the Debtors or any other party in interest could attempt to formulate a different plan of reorganization. Such a plan might involve either a reorganization and continuation of the Debtors' businesses or an orderly liquidation of their assets. During the negotiations prior to the filing of the Plan, the Debtors explored various alternatives to the Plan.

The Debtors believe that the Plan enables the Debtors to emerge from Chapter 11 successfully and expeditiously, and allows creditors to realize the highest recoveries under the circumstances. As compared to a liquidation under Chapter 7 of the Bankruptcy Code, a liquidation under Chapter 11 of the Bankruptcy Code, the assets of the Debtors would be sold in an orderly fashion over a more extended period of time than in a liquidation under Chapter 7, and a trustee need not be appointed. Thus, the administrative costs associated with a Chapter11 liquidation are less than the costs associated with a Chapter 7 liquidation and creditors normally receive greater recoveries in a Chapter 11 liquidation than in a Chapter 7 liquidation.

VII. RETENTION OF JURISDICTION

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court shall, after the Effective Date, retain such jurisdiction over the Chapter 11 Cases and all Entities with respect to all matters related to the Chapter 11 Cases, the Debtors and the Plan as legally permissible, including, without limitation, jurisdiction to:

1. allow, disallow, determine, liquidate, classify, estimate or establish the priority or secured or unsecured status of any Claim, including, without limitation, the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the allowance or priority of any Claim;

2. grant or deny any applications for allowance of compensation or reimbursement of expenses authorized pursuant to the Bankruptcy Code or the Plan, for periods ending on or before the Confirmation Date;

3. resolve any matters related to the assumption, assignment or rejection of any Executory Contract or Unexpired Lease to which the Debtors are party or with respect to which the Debtors or the Reorganized Debtors may be liable and to adjudicate and, if necessary, liquidate, any Claims arising there from, including, without limitation, those matters related to any amendment to the Plan after the Effective Date to add Executory Contracts or Unexpired Leases to the list of Executory Contracts and Unexpired Leases to be assumed;

4. resolve any issues related to any matters adjudicated in the Chapter 11 Cases;

5. ensure that distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of the Plan;

6. decide or resolve any motions, adversary proceedings, contested or litigated matters and any other Causes of Action that are pending as of the Effective Date or that may be commenced in the future, and grant or deny any applications involving the Debtors that may be pending on the Effective Date or instituted by the

Reorganized Debtors after the Effective Date, *provided* however, that the Reorganized Debtors shall reserve the right to commence actions in all appropriate forums and jurisdictions;

7. enter such orders as may be necessary or appropriate to implement or consummate the provisions of the Plan and all other contracts, instruments, releases, indentures and other agreements or documents adopted in connection with the Plan, the Plan Supplement or the Disclosure Statement;

8. resolve any cases, controversies, suits or disputes that may arise in connection with the Consummation, interpretation or enforcement of the Plan or any Entity's obligations incurred in connection with the Plan;

9. hear and determine all Causes of Action that are pending as of the Effective Date or that may be commenced in the future;

10. issue injunctions and enforce them, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any Entity with Consummation or enforcement of the Plan, except as otherwise provided in the Plan;

11. enforce Article X.A. and X.B. of the Plan;

12. resolve any cases, controversies, suits or disputes with respect to any injunctions or similar provisions contained in the Plan and enter such orders or take such others actions as may be necessary or appropriate to implement or enforce all such injunctions and other provisions;

13. enter and implement such orders or take such other actions as may be necessary or appropriate if the Confirmation Order is modified, stayed, reversed, revoked or vacated;

14. resolve any other matters that may arise in connection with or relate to the Plan, the Disclosure Statement, the Confirmation Order or any contract, instrument, release, indenture or other agreement or document adopted in connection with the Plan or the Disclosure Statement; and

15. enter an order concluding the Chapter 11 Cases.

VIII. CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN

IRS CIRCULAR 230 DISCLOSURE: TO ENSURE COMPLIANCE WITH REQUIREMENTS IMPOSED BY THE IRS, ANY TAX ADVICE CONTAINED IN THIS DISCLOSURE STATEMENT (INCLUDING ANY ATTACHMENTS) IS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, BY ANY TAXPAYER FOR THE PURPOSE OF AVOIDING TAX-RELATED PENALTIES UNDER THE IRC. TAX ADVICE CONTAINED IN THIS DISCLOSURE STATEMENT (INCLUDING ANY ATTACHMENTS) IS WRITTEN TO SUPPORT THE PROMOTION OR MARKETING OF THE TRANSACTIONS OR MATTERS ADDRESSED BY THE DISCLOSURE STATEMENT. EACH TAXPAYER SHOULD SEEK ADVICE BASED ON THE TAXPAYER'S PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

A. Certain Federal Income Tax Consequences of the Plan

The following discussion is a summary of certain U.S. federal income tax consequences of the consummation of the Plan to Holders of Allowed Claims. This summary is based on the Internal Revenue Code (the "IRC"), the U.S. Treasury Regulations promulgated there under, judicial authorities, published administrative positions of the Internal Revenue Service (the "**IRS**") and other applicable authorities, all as in effect on the date of this Disclosure Statement and all of which are subject to change or differing interpretations, possibly with retroactive effect. No rulings or determinations of the IRS or any other taxing authorities have been sought or obtained with respect to the tax consequences discussed herein, and the discussion below is not binding upon the IRS or the courts. No assurance can be given that the IRS would not assert, or that a court would not sustain, a different position than any position discussed herein.

This discussion is for general information only and does not purport to address all aspects of U.S. federal income taxation that may be relevant to Holders of Claims in light of their personal circumstances, nor does the discussion deal with tax issues with respect to taxpayers subject to special treatment under the U.S. federal income tax laws (including, for example, banks, governmental authorities or agencies, pass-through entities, brokers and dealers in securities, insurance companies, financial institutions, tax-exempt organizations, small business investment companies or regulated investment companies). This discussion only addresses the tax consequences to Holders of Claims who have held such Claims as capital assets within the meaning of the IRC. No aspect of foreign, state, local or estate and gift taxation is addressed.

Importantly, the Debtors anticipate that the Restructuring Transactions will be exempt from taxation pursuant to Section 1146 of the Bankruptcy Code. Accordingly, little or no tax liability will accrue if the Plan is confirmed.

THE FOLLOWING SUMMARY OF CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT A SUBSTITUTE FOR CAREFUL TAX PLANNING AND ADVICE BASED UPON THE INDIVIDUAL CIRCUMSTANCES PERTAINING TO A HOLDER OF AN ALLOWED CLAIM. ALL HOLDERS OF CLAIMS ARE URGED TO CONSULT THEIR OWN TAX ADVISORS AS TO THE U.S. FEDERAL, STATE, LOCAL AND NON-UNITED STATES TAX CONSEQUENCES OF THE PLAN.

B. In General

The U.S. federal income tax consequences of the distributions contemplated by the Plan to Holders of Claims will depend upon a number of factors. The character and amount of income, gain or loss recognized as a consequence of the Plan and the distributions provided thereby will depend upon, among other things, (i) the manner in which a Holder acquired a Claim, (ii) the length of time the Claim has been Held, (iii) whether the Claim was acquired at a discount, (iv) whether the Holder has taken a bad debt deduction with respect to the Claim (or any portion thereof) in the current or prior years, (v) whether the Holder has previously included income accrued, but unpaid interest with respect to the Claim (vi) the method of tax accounting of the Holder, and (vii) whether the Claim is an installment obligation for U.S. federal income tax purposes.

For purposes of the following discussion, a "U.S. Holder" is any person (i) who is a citizen resident of the United States; (ii) that is a corporation or partnership created or organized in or under the laws of the United States or any state thereof of the District of Columbia; (iii) that is an estate, the income of which is subject to U.S. federal income taxation regardless of its source; or (iv) that is a trust (a) the administration over which a United States person can exercise primary supervision and all of the substantial decisions of which one or more United States persons have the authority to control or (b) that has elected to continue to be treated as United States person for U.S. federal income tax purposes. A "Non-U.S. Holder" is any person that is not a U.S. Holder. In the case of a partnership, the tax treatment of its partners will depend on the status of the partner and the activities of the partnership. Holders who are partnerships or partners in a partnership should consult their tax advisors.

Certain Holders of Claims (such as foreign persons, S corporations, regulated investment companies, insurance companies, financial institutions, small business investment companies, broker-dealers, and tax exempt organizations) may be subject to special rules not addressed in this summary of the U.S. federal tax consequences. There also may be state, local and/or foreign income or other tax considerations or U.S. federal estate and gift tax consideration applicable to Holders of Claims, which are not addressed herein. EACH HOLDER OF A CLAIM OR EQUITY INTEREST AFFECTED BY THE PLAN IS STRONGLY URGED TO CONSULT ITS TAX ADVISOR WITH RESPECT TO DISTRIBUTIONS RECEIVED UNDER THE PLAN.

C. U.S. Holders of Claims

A U.S. Holder should generally recognize capital gain or loss for U.S. income tax purposes in an amount equal to the difference between the amount of Cash (and other consideration received) under the Plan in respect of such Holder's Claim and the Holder's adjusted tax basis in the Claim. However, to the extent a U.S. Holder received any Cash (or other consideration) in satisfaction of any accrued and unpaid interest, such Holder may

recognize ordinary income or loss to the extent that such Cash (or other consideration) is allocable to the accrued and unpaid interest, unless such Holder has previously included the accrued interest in such Holder's taxable income.

D. Non-U.S. Holders of Claims

A Non-U.S. Holder of a Claim generally will not be subject to the U.S. federal income tax with respect to any income or gain recognized upon the exchange of such Holder's Claim with Cash (or other property) pursuant to the Plan, unless (i) such Holder is engaged in a trade or business in the United States to which income, gain from the exchange is "effective connected" for U.S. federal income tax purposes, or (ii) if such Holder is an individual, such Holder is present in the United States for 183 days or more during the taxable year of the exchange and certain other requirements are met. To the extent any cash (or other consideration) is distributed for accrued and unpaid interest, however, a Non-U.S. Holder may be subject to U.S. withholding taxes at (30%) unless such Holder is qualified for the so-called "portfolio interest exemption" or eligible to claim a reduction or exemption under any applicable treaty and complies with certain required certification procedures.

E. Importance of Obtaining Professional Tax Assistance

The U.S. federal income tax consequences to a Holder other than a Holder receiving Cash (or other property) in satisfaction of such Holder's Claim may be different from the tax consequences described above. Holders of each such Claim should consult their tax advisers regarding potential federal income tax consequences.

THE FOREGOING DISCUSSION IS INTENDED ONLY AS A SUMMARY OF CERTAIN INCOME TAX CONSEQUENCES OF THE PLAN AND IS NOT A SUBSTITUTE FOR CAREFUL TAX PLANNING WITH THE ASSISTANCE OF A TAX PROFESSIONAL. THE ABOVE DISCUSSION IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT TAX ADVICE. THE TAX CONSEQUENCES ARE, IN MANY CASES, UNCERTAIN AND MAY VARY DEPENDING ON A CLAIM HOLDER'S PARTICULAR CIRCUMSTANCES. ACCORDINGLY, CLAIM HOLDERS ARE URGED TO CONSULT THEIR TAX ADVISORS ABOUT THE U.S., STATE, LOCAL, APPLICABLE FOREIGN INCOME, AND OTHER TAX CONSEQUENCES OF THE PLAN.

IX. Glossary of Defined Terms

For purposes herein: (a) in the appropriate context, each term, whether stated in the singular or the plural, will include both the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender will include the masculine, feminine and the neuter gender; (b) any reference herein to a contract, lease, instrument, release, indenture or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document will be substantially in that form or substantially on those terms and conditions; (c) any reference herein to an existing document or exhibit having been filed or to be filed will mean that document or exhibit, as it may thereafter be amended, modified or supplemented; (d) unless otherwise specified, all references herein to "Sections" are references to Sections hereof or hereto; (e) unless otherwise stated, the words ''herein,'' "hereof" and ''hereto'' refer to the Disclosure Statement in its entirety rather than to a particular portion of the Disclosure Statement; (f) captions and headings to Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation hereof; (g) the rules of construction set forth in section 102 of the Bankruptcy Code will apply; and (h) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules will have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be.

Unless the context otherwise requires, the following terms will have the following meanings when used in capitalized form herein:

1. "*Accrued Professional Compensation*" means, at any given moment, all accrued, contingent and/or unpaid fees and expenses (including, without limitation, success fees and Allowed Professional Compensation) for legal, financial advisory, accounting and other services and reimbursement of expenses that are awardable and allowable under sections 328, 330(a) or 331 of the Bankruptcy Code or otherwise rendered allowable prior to the Confirmation Date by any Retained Professionals in the Chapter 11 Cases, that the Bankruptcy Court has not denied by a Final Order, to the extent that any such fees and expenses have not been previously paid regardless

of whether a fee application has been Filed for any such amount. To the extent that the Bankruptcy Court or any higher court denies or reduces by a Final Order any amount of a Retained Professional's fees, then those reduced or denied amounts shall no longer constitute Accrued Professional Compensation.

2. *"Administrative Claim"* means any Claim for costs and expenses of administration of the Estate under sections 503(b), 507(b) or 1114(e)(2) of the Bankruptcy Code (excluding claims under section 503(b)(9) of the Bankruptcy Code), including, without limitation: (a) the actual and necessary costs and expenses incurred after the Petition Date of preserving the Estate and operating the business of the Debtors; (b) Allowed Professional Compensation; and (c) all fees and charges assessed against the Estate under chapter 123 of title 28 of the United States Code, 28 U.S.C. §§ 1911-1930. Administrative Claims do not include DIP Lender Claims, which are separately treated under the Plan.

3. "*Affiliate*" has the meaning set forth at section 101(2) of the Bankruptcy Code.

4. *"Allowed"* means, with respect to Claims or Equity Interests: (a) any Claim or Equity Interest, proof of which is timely Filed by the applicable Claims Bar Date (or which by the Bankruptcy Code or Final Order is not or shall not be required to be Filed); (b) any Claim or Equity Interest that is listed in the Schedules as of the Effective Date as not contingent, not unliquidated and not disputed, and for which no Proof of Claim or Interest has been timely Filed; or (c) any Claim or Equity Interest Allowed pursuant to the Plan; *provided, however,* that with respect to any Claim or Equity Interest described in clause (a) above, such Claim or Equity Interest shall be considered Allowed only if and to the extent that (x) with respect to any Claim or Equity Interest no objection to the allowance thereof has been interposed within the applicable period of time fixed by the Plan, the Bankruptcy Code, the Bankruptcy Rules or the Bankruptcy Court or (y) such an objection is so interposed and the Claim or Equity Interest shall have been Allowed for distribution purposes only by a Final Order. Any Claim that has been or is hereafter listed in the Schedules as contingent, unliquidated or disputed, and for which no Proof of Claim has been timely Filed, is not considered Allowed and shall be expunged without further action by the Debtors or the Reorganized Debtors and without any further notice to or action, order or approval of the Bankruptcy Court.

5. *"Allowed Professional Compensation"* means all Accrued Professional Compensation Allowed or awarded by a Final Order of the Bankruptcy Court or any other court of competent jurisdiction.

6. "*Assets*" means all of the Debtors' right, title and interest of any nature in property, wherever located, as specified in section 541 of the Bankruptcy Code.

7. "*Avoidance Actions*" means any and all claims and causes of action which the Debtors, the debtors in possession, the Estates, or other appropriate party in interest has asserted or may assert under sections 502, 510, 542, 544, 545, or 547 through 553 of the Bankruptcy Code or under similar or related state or federal statutes and common law, including fraudulent transfer laws.

8. *"Ballots"* means the ballots accompanying the Disclosure Statement upon which certain Holders of Impaired Claims (modified, as necessary, based on voting party in accordance with the Disclosure Statement Order) entitled to vote shall, among other things, indicate their acceptance or rejection of the Plan in accordance with the Plan and the procedures governing the solicitation process, and which must be actually received on or before the Voting Deadline.

9. *"Bankruptcy Code"* means Chapter 11 of the Bankruptcy Code, 11 U.S.C. §§ 101-1532, as amended and applicable to the Chapter 11 Cases.

10. *"Bankruptcy Court"* means the United States Bankruptcy Court for the District of Nevada, having jurisdiction over the Chapter 11 Cases and, to the extent of the withdrawal of any reference under section 157 of title 28 of the United States Code and/or the Order of the United States District Court for the District of Nevada pursuant to section 157(a) of title 28 of the United States Code, the United States District Court for the District of Nevada.

11. "*Bankruptcy Rules*" means the Federal Rules of Bankruptcy Procedure, as applicable to the Chapter 11 Cases, promulgated under 28 U.S.C. § 2075 and the general, local and chambers rules of the Bankruptcy Court.

12. "*Business Day*" means any day, other than a Saturday, Sunday or "legal holiday" (as defined in Bankruptcy Rule 9006(a)).

13. "*Cash*" means the legal tender of the United States of America or the equivalent thereof.

14. "*Causes of Action*" means all actions, causes of action (including Avoidance Actions), Claims, liabilities, obligations, rights, suits, debts, damages, judgments, remedies, demands, setoffs, defenses, recoupment's, cross claims, 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 Petition Date or during the course of the Chapter 11 Cases, including through the Effective Date.

15. "*Chapter 11 Cases*" means the Chapter 11 cases pending for the Debtors under Chapter 11 of the Bankruptcy Code in the Bankruptcy Court.

16. "*Charleston Falls Petition Date*" means October 31, 2011.

17. "*Claim*" means any claim against a Debtor as defined in section 101(5) of the Bankruptcy Code.

18. "*Claims Bar Date*" means, as applicable, the dates set forth in Article II.C. of the Disclosure Statement.

19. *"Claims Objection Bar Date"* means, for each Claim, the later of (a) 180 days after the Effective Date and (b) such other period of limitation as may be specifically fixed by an order of the Bankruptcy Court for objecting to such Claims; *provided, however*, that in no event shall the Claims Objection Bar Date be greater than 120 days after the Effective Date with respect to any General Unsecured Claim in Class 7.

20. *"Claims Register"* means the official register of Claims maintained by the Bankruptcy Court.

21. "*Class*" means a category of Holders of Claims or Equity Interests as set forth in Article II hereof pursuant to section 1122(a) of the Bankruptcy Code.

22. "*Commencement*" or "*Petition Date*" means March 23, 2010, the date on which the Debtors commenced the Chapter 11 cases.

23. *"Commission"* means the U.S. Securities and Exchange Commission.

24. "*Confirmation*" means the entry of the Confirmation Order on the docket of the Chapter 11 Cases, subject to all conditions specified in Article IX of the Plan having been: (a) satisfied; or (b) waived pursuant to Article IX of the Plan.

25. "*Confirmation Date*" means the date upon which the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Cases, within the meaning of Bankruptcy Rules 5003 and 9021.

26. *"Confirmation Hearing"* means the hearing held by the Bankruptcy Court on Confirmation of the Plan pursuant to section 1129 of the Bankruptcy Code, as such hearing may be continued from time to time.

27. *"Confirmation Hearing Notice"* means that certain notice of Confirmation Hearing approved by the Disclosure Statement Order.

28. "*Confirmation Order*" means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

29. "*Consummation*" means the occurrence of the Effective Date.

30. "*Creditor*" means a Holder of a Claim.

31. "*Cure Claim*" means a Claim based upon the Debtors' defaults on an Executory Contract or Unexpired Lease at the time such contract or lease is assumed by the Debtors under sections 365 or 1123 of the Bankruptcy Code.

32. "*Debtors*" means Go Global, Inc., Carlos A. Huerta and Christine A. Huerta, Charleston Falls, LLC, and HPCH, LLC as debtors in these Chapter 11 Cases.

33. "*Debtors in Possession*" means the Debtors, as debtors in possession in this Chapter 11 Case.

34. "*Disclosure Statement*" means the First Amended *Joint Disclosure Statement for the Plan of Reorganization of Go Global, Inc., Carlos A. Huerta and Christine A. Huerta, Charleston Falls, LLC and HPCH, LLC Under Chapter 11 of the Bankruptcy Code*, as amended, supplemented or modified from time to time, including all exhibits and schedules thereto and references therein that relate to the Plan, that is prepared and distributed in accordance with the Bankruptcy Code, Bankruptcy Rules and any other applicable law.

35. "*Disclosure Statement Motion*" means that certain *Motion for Order (A) Approving the Disclosure Statement, (B) Establishing the Record Date, Voting Deadline, and Other Dates, (C) Approving Procedures for Soliciting, Receiving and Tabulating Votes on the Plan and for Filing Objections to the Plan and (D) Approving the Manner and Forms of Notice and Other Related Documents,* filed with the Bankruptcy Court on_____, 2013, as the Motion may be amended from time to time.

36. "*Disclosure Statement Order*" means that certain *Order (A) Approving the Disclosure Statement, (B) Establishing the Record Date, Voting Deadline, and Other Dates, (C) Approving Procedures for Soliciting, Receiving and Tabulating Votes on the Plan and for Filing Objections to the Plan and (D) Approving the Manner and Forms of Notice and Other Related Documents,* approved by the Bankruptcy Court on_____, 2013, as the order may be amended from time to time.

37. "*Disputed Claim*" means, with respect to any Claim or Equity Interests, any Claim or Equity Interests on (a) the Claims Register that is not yet Allowed, or (b) Scheduled as Disputed.

38. "*Distribution Agent*" means Cynthia Bitaut of Baxter Distribution Services, 2655 Box Canyon Drive, No. 190, Las Vegas, Nevada 89128.

39. "*Distribution Record Date*" means the date for determining which Holders of Claims are eligible to receive distributions hereunder and shall be the Voting Deadline or such other date as designated in an order of the Bankruptcy Court.

40. "*Effective Date*" means the day that is the first Business Day occurring which is at least ten (10) days after the Confirmation Date on which: (a) no stay of the Confirmation Order is in effect; and (b) all conditions specified in Article IX of the Plan have been: (i) satisfied; or (ii) waived pursuant to Article IX of the Plan.

41. "*Entity*" means an entity as defined in section 101(15) of the Bankruptcy Code.

42. "*Equity Interest*" means any (a) security interest in the Debtors, including all issued, unissued, authorized, or outstanding shares of stock together with any warrants, options, or contractual rights to purchase or acquire such equity securities at any time and all rights arising with respect thereto, or (b) partnership, limited liability company, or similar interest in the Debtors.

43. "*Estate*" means the estates created for the Debtors in the Chapter 11 Cases pursuant to section 541 of the Bankruptcy Code.

44. *"Exchange Act"* means the Securities Act of 1933, 15 U.S.C. §§ 77a-77aa, or any similar federal, state or local law.

45. "*Executory Contract*" means a contract to which the Debtors are a party that is subject to assumption or rejection under sections 365 or 1123 of the Bankruptcy Code.

46. *"File"* or *"Filed"* means file, filed or filing with the Bankruptcy Court or its authorized designee in these Chapter 11 Cases.

47. "*Final Order*" means an order or judgment of the Bankruptcy Court, or other court of competent jurisdiction with respect to the subject matter, as entered on the docket in the Chapter 11 Cases or the docket of any court of competent jurisdiction, that has not been reversed, stayed, modified or amended, and as to which the time to appeal, or seek certiorari or move for a new trial, reargument or rehearing has expired and no appeal or petition for certiorari or other proceedings for a new trial, reargument or rehearing been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been timely Filed has been withdrawn or resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought or the new trial, reargument or rehearing shall have been denied, resulted in no modification of such order or has otherwise been dismissed with prejudice.

48. *"General Unsecured Claim"* means any claim against the Debtors that is not (i) an Administrative Claim, (ii) Priority Tax Claim, (iii) Priority Non-Tax Claim, or (iv) a Secured Claim.

49. "*Go Global Petition Date*" mean March 23, 2010.

50. *"Governmental Bar Date"* means the dates set forth in Article II.C. of the Disclosure Statement.

51. "*Holder*" means an Entity holding a Claim or an Equity Interest.

52. "*Huerta Petition Date*" means March 18, 2010.

53. *"Impaired"* means any Claims in an Impaired Class.

54. "*Impaired Class*" means an impaired Class within the meaning of section 1124 of the Bankruptcy Code.

55. "*Initial Distribution Date*" means the date that is as soon as practicable after the Effective Date, but no later than thirty (30) days after the Effective Date, when distributions under the Plan shall commence.

56. *"New Equity Interests"* means the equity in Reorganized Debtors to be authorized, issued or reserved on the Effective Date pursuant to the Plan, which shall constitute all of the direct or indirect equity of the Reorganized Debtors.

57. "*Paulson Entities*" means any entity related to, owned (in whole or in part) or controlled by Hugo R. Paulson, including but not limited to Azure Seas, LLC, and Azure Seas Holdings, LLC.

58. *"Periodic Distribution Date"* means the first Business Day that is as soon as reasonably practicable occurring no later than approximately 180 days after the Initial Distribution Date, and thereafter, the first Business Day that is as soon as reasonably practicable occurring no later than 180 days after the immediately preceding Periodic Distribution Date.

59. "*Person*" means a person as defined in section 101(41) of the Bankruptcy Code.

60. "*Plan*" means the First Amended *Joint Plan of Reorganization of Go Global, Inc., Carlos A. Huerta and Christine A. Huerta, HPCH, LLC and Charleston Falls, LLC Under Chapter 11 of the Bankruptcy Code* dated January 17, 2013, as amended, supplemented or modified from time to time, including, without limitation, the Plan Supplement, which is incorporated therein by reference.

61. "*Plan Sponsor*" means the Entity purchasing the land and improvements thereon owned and operated by the Debtors, which assets are being sold pursuant to the Plan.

62. "*Plan Supplement*" means, collectively, the compilation of documents and forms of documents, and all exhibits, attachments, schedules, agreements, documents and instruments referred to therein, ancillary or otherwise, all of which are incorporated by reference into, and are an integral part of, the Plan, as all of the same may be amended, modified, replaced and/or supplemented from time to time in accordance with the terms hereof and the Bankruptcy Code and the Bankruptcy Rules.

63. "*Priority Non-Tax Claim*" means any Claim accorded priority in right of payment pursuant to section 507(a) of the Bankruptcy Code, other than a Priority Tax Claim or an Administrative Claim.

64. "*Priority Tax Claim*" means any Claim of a governmental unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.

65. *"Proof of Claim"* means a proof of Claim Filed against the Debtors in the Chapter 11 Cases.

66. "*Proof of Interest*" means a proof of Equity Interest filed against the Debtors in the Chapter 11 Cases.

67. "*Pro Rata*" means the proportion that an Allowed Claim in a particular Class bears to the aggregate amount of Allowed Claims in that Class, or the proportion that Allowed Claims in a particular Class bear to the aggregate amount of Allowed Claims in a particular Class and other Classes entitled to share in the same recovery as such Allowed Claim under the Plan.

68. *"Record Date"* means the dates set forth in Article II.C. of the Disclosure Statement.

69. "*Reorganized Debtors* means the Debtors, or any successor thereto, by merger, consolidation or otherwise, on or after the Effective Date.

70. "*Retained Professional*" means any Entity: (a) employed in these Chapter 11 Cases pursuant to a Final Order in accordance with sections 327 and 1103 of the Bankruptcy Code and to be compensated for services rendered prior to the Effective Date, pursuant to sections 327, 328, 329, 330 or 331 of the Bankruptcy Code; or (b) for which compensation and reimbursement has been allowed by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code.

71. "*Schedules*" mean, collectively, the schedules of assets and liabilities and statements of financial affairs Filed by the Debtors pursuant to section 521 of the Bankruptcy Code and in substantial accordance with the Official Bankruptcy Forms, as the same may have been amended, modified or supplemented from time to time.

72. *"Secured"* means a Claim secured by a Lien on property in which the Estate has an interest, which Lien is valid, perfected, and enforceable pursuant to applicable law or by reason of a Bankruptcy Court order, or that is secured pursuant to section 365(j) of the Bankruptcy Code, or that is subject to setoff pursuant to section 553 of the Bankruptcy Code, in each case to the extent of the value of the creditor's interest in the Estate's interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to section 506(a) of the Bankruptcy Code.

73. *"Securities Act"* means the United States Securities Act of 1933, as amended.

74. *"SLF"* means The Schwartz Law Firm, Inc.

75. *"Solicitation Deadline"* means the close of business on _____, 2013.

76. "*Tort Claim*" means any Claim that has not been settled, compromised or otherwise resolved that: (a) arises out of allegations of personal injury, wrongful death, property damage, products liability or similar legal theories of recovery; or (b) arises under any federal, state or local statute, rule, regulation or ordinance governing, regulating or relating to protection of human health, safety or the environment.

77. "*Unexpired Lease*" means a lease to which the Debtors are a party that is subject to assumption or rejection under sections 365 or 1123 of the Bankruptcy Code.

78. "*Unimpaired*" means, with respect to a Class of Claims or Equity Interests, a Claim or an Equity Interest that is unimpaired within the meaning of section 1124 of the Bankruptcy Code.

79. "*Unimpaired Class*" means an unimpaired Class within the meaning of section 1124 of the Bankruptcy Code.

80. "*Unimpaired Claim*" means any Claim in an Unimpaired Class.

81. "*Voting Classes*" means Classes 2, 4, 5 and 6.

"Voting Deadline" means_____, 2013 at 5:00 p.m. prevailing Pacific Time for all Holders of Claims, which is the date and time by which all Ballots must be received by January 12, 2012, in accordance with the Disclosure Statement Order, or such other date and time as may be established by the Bankruptcy Court with respect to any Voting Class.

X. RECOMMENDATION

In the opinion of the Debtors, the Plan is preferable to the alternatives described in this Disclosure Statement because it provides for a larger distribution to the Debtors' creditors than would otherwise result in a liquidation under Chapter 7 of the Bankruptcy Code. In addition, any alternative other than Confirmation of the Plan could result in extensive delays and increased administrative expenses resulting in smaller distributions to Holders of Allowed Claims than that which is proposed under the Plan. Accordingly, the Debtors recommend that Holders of Claims entitled to vote on the Plan support Confirmation of the Plan and vote to accept the Plan.

Respectfully submitted

/s/ Christine H. Huerta_____
Christine H. Huerta Individually

/s/ Carlos A. Huerta_____
Carlos A. Huerta as President of Go Global,
Inc., as Managing Member of Charleston Falls, LLC,
As Managing Member of HPCH, LLC and Individually

/s/Samuel A. Schwartz___
Samuel A. Schwartz, Esq.
Attorneys for the Debtors

EXHIBITS

Exhibit A – Copy of Proposed Plan of Reorganization

Exhibit B – Liquidation Analysis

Exhibit C – Cash Flow Analysis

Exhibit B

EXHIBIT B

LIQUIDATION ANALYSIS[1]

A. OVERVIEW

A chapter 11 plan cannot be confirmed unless the bankruptcy court determines that the plan is in the "best interests" of all holders of claims and interests that are impaired by the plan and that have not accepted the plan. The "best interests" test requires a bankruptcy court to find either that (i) all members of an impaired class of claims or interests have accepted the plan or (ii) the plan will provide a member who has not accepted the plan with a recovery of property of a value, as of the effective date of the plan, that is not less than the amount that such holder would recover if the Debtors were liquidated under chapter 7 of the Bankruptcy Code. The properties in question here would have a liquidated value equal to their approximate values, less foreclosure costs and fees.

B. UNDERLYING ASSUMPTIONS AND DISCLAIMER

This liquidation analysis (the "**Liquidation Analysis**") was prepared in connection with the filing of the Debtors' Disclosure Statement and Plan.

The Debtors have prepared this Liquidation Analysis based on a hypothetical liquidation under chapter 7 of the Bankruptcy Code. The determination of the costs of, and proceeds from, the hypothetical liquidation of the Debtors' assets in a chapter 7 case is an uncertain process involving the extensive use of estimates and assumptions that, although considered reasonable by the Debtors, are inherently subject to significant business, economic and competitive uncertainties and contingencies beyond the control of the Debtors and their legal advisors. Inevitably, some assumptions in the Liquidation Analysis would not materialize in an actual chapter 7 liquidation, and unanticipated events and circumstances could affect the ultimate results in an actual chapter 7 liquidation.

It is assumed, among other things, that the hypothetical liquidation under chapter 7 would commence under the direction of a court-appointed trustee and would continue for a period of time, during which time all of the Debtors' major assets would be sold or surrendered to their respective lien holders, and the cash proceeds, if any, net of liquidation related costs, would then be distributed to creditors in accordance with relevant law.

THE LIQUIDATION ANALYSIS IS NOT INTENDED AND SHOULD NOT BE USED FOR ANY OTHER PURPOSE. THE LIQUIDATION ANALYSIS DOES NOT PURPORT TO BE A VALUATION OF THE DEBTORS' ASSETS AS A GOING CONCERN, AND THERE MAY BE A SIGNIFICANT DIFFERENCE BETWEEN THE LIQUIDATION ANALYSIS AND THE VALUES THAT MAY BE REALIZED IN AN ACTUAL LIQUIDATION. THIS ANALYSIS ASSUMES "LIQUIDATION VALUES" BASED ON

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[1] All capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Disclosure Statement. To the extent that a definition of a term in the text of this Exhibit C to the Disclosure Statement and the definition of such term in the Disclosure Statement is inconsistent, the definition included in the Disclosure Statement shall control.

APPRAISALS, WHERE AVAILABLE, AND THE DEBTORS' BUSINESS JUDGEMENT, WHERE APPRAISALS ARE NOT AVAILABLE.

THE UNDERLYING FINANCIAL INFORMATION IN THE LIQUIDATION ANALYSIS WAS NOT COMPILED OR EXAMINED BY ANY INDEPENDENT ACCOUNTANTS. NEITHER THE DEBTORS NOR THEIR ADVISORS MAKE ANY REPRESENTATION OR WARRANTY THAT THE ACTUAL RESULTS WOULD OR WOULD NOT APPROXIMATE THE ESTIMATES AND ASSUMPTIONS REPRESENTED IN THE LIQUIDATION ANALYSIS. ACTUAL RESULTS COULD VARY MATERIALLY. THIS ANALYSIS ASSUMES "LIQUIDATION VALUES" BASED ON APPRAISALS, WHERE AVAILABLE AND WHEN APPLICABLE, AND THE DEBTORS' BUSINESS JUDGMENT, WHERE APPRAISALS ARE NOT AVAILABLE.

C. SUMMARY NOTES TO THIS LIQUIDATION ANALYSIS

The Liquidation Analysis should be read in conjunction with the following notes and assumptions:

1. Dependence on Unaudited Financial Statements. This Liquidation Analysis contains estimates that are still under review and it remains subject to further legal and accounting analysis.

2. Preference or Fraudulent Transfers. No recovery or related litigation costs attributed to any potential avoidance actions under the Bankruptcy Code, including potential preference or fraudulent transfer actions are assumed within this analysis due to, among other issues, anticipated disputes about these matters.

3. Duration of the Liquidation Process. The Debtors have assumed that the liquidation would involve very little operations. Thus, this Liquidation Analysis assumes the liquidation would be completed within twelve (12) months. In an actual liquidation, the wind down process and time period(s) could vary thereby impacting recoveries. For example, the potential for priority, contingent and other claims, litigation, rejection costs and the final determination of allowed claims could substantially impact both the timing and amount of the distribution of the asset proceeds to the creditors. Accordingly, there can be no assurance that the values reflected in this Liquidation Analysis would be realized if the Debtors were, in fact, to undergo such a liquidation.

D. SUMMARY OF LIQUIDATION ANALYSIS (AS OF JANUARY 17, 2013)[2]

Carlos & Christine Huerta, Go Global, Inc., Charleston Falls, LLC and HPCH, LLC
Liquidation Analysis

**LIST OF THE DEBTORS' PROPERTIES,
LIEN AMOUNTS AND EQUITY**

908 Harold Drive, Unit 22	
Incline Village, Nevada 89451	
First Mortgage:	$350,671.80
Current Approximate Value:	$275,000.00
Negative Equity:	($75,671.80)
7229 Mira Vista Street	
Las Vegas, Nevada 89120	
First Mortgage:	$665,655.85
Second Mortgage:	$176,535.00
Current Approximate Value:	$650,000.00
Negative Equity:	($182,190.85)
711 Biltmore Way, Unit 302	
Coral Gables, Florida 33134	
First Mortgage:	$367,000.00
Current Approximate Value:	$350,000.00
Negative Equity:	($17,000.00)
Cabin 11 at Mt. Charleston Cabins	
APN 129-36-101-009	
First Mortgage:	$137,194.97
Current Approximate Value:	$100,000.00
Negative Equity:	($37,194.97)
1370 Highway #20	
Ashton, Idaho 83420	
First Mortgage:	$616,072.50
Current Approximate Value:	$620,000.00
Equity:	$3,927.50

[2] The Debtors Judgment against Hugo R. Paulson and the Paulson Entities consists of over $5.5 million, plus pre-judgment and post-judgment interest. The Debtors will be prosecuting and resolving the Judgment in the Paulson Bankruptcy Cases, the collection of which will pay the Debtors' creditors in full. Due to the Chapter 11 filing of Hugo R. Paulson and the Paulson Entities, however, the Judgment is not counted here.

Go Global, Inc.

Cash on Hand:	$220,000.00
Furniture, Fixtures & Equipment:	$10,000.00
Total Assets:	**$230,000.00**
Total Secured Liabilities:	$0.00
Total Unsecured Liabilities:	$58,000.00
Total Liabilities:	**$58,000.00**
Total Equity:	**$172,000.00**

Charleston Falls, LLC

Cash on Hand:	$5,000.00
Total Assets:	**$5,000.00**
Total Secured Liabilities:	$0.00
Total Unsecured Liabilities:	$8,888.89
Total Liabilities:	**$8,888.89**
Total Equity:	**($3,888.89)**

HPCH, LLC

Cash on Hand:	$9,000.00
Real Property:	$395,000.00
Total Assets:	**$404,000.00**
Total Secured Liabilities:	$654,000.00
Total Unsecured Liabilities:	$3,279.00
Total Liabilities:	**$657,279.00**
Total Equity:	**($253,279.00)**

Total:	
Total Assets:	$2,634,000.00
Total Liabilities:	$3,027,298.00
Negative Equity:	**($393,298.01)**

Chapter 7 Liquidation Costs. Pursuant to section 726 of the Bankruptcy Code, the allowed administrative expenses incurred by a Chapter 7 trustee, including, but not limited to, expenses affiliated with selling the Debtors' assets, will be entitled to payment in full prior to any distribution to Chapter 11 administrative and other priority claims. As the Debtors are individuals and do not operate a business, it is anticipated that creditors' recoveries would be extinguished by the secured claims of the Debtors' first lien holders, leaving no recovery for unsecured creditors.

Exhibit C

EXHIBIT C

Dependence on Assumptions. The Cash Flow Analysis is based on a number of estimates and assumptions that, although developed and considered reasonable by the Debtors' advisors, are inherently subject to significant economic, business and competitive uncertainties and contingencies beyond the control of the Debtors. The Cash Flow Analysis is also based on the Debtors' best judgment of how likely it is that he will be able to retain the same level of income throughout the life of their Plan and not have their workload and income reduced. Accordingly, there can be no assurance that the cash flow estimates reflected in this Cash Flow Analysis would be realized if the Debtors were unable to maintain their current income and actual results could vary materially and adversely from those contained herein.

CASH FLOW ANALYSIS	
Monthly Income	
Current Rental Income	$3,500.00
Employment Income	$4,000.00
Business Income	$15,000.00
Total Current Income	**$22,500.00**
Current Monthly Rental Income Breakdown	
3060 E. Post Road, Suite 110	$3,500.00
Total	**$3,500.00**
Monthly Expenses	
Mortgage Payments	($9,642.32)
Property Taxes and Insurance	($750.00)
Maintenance and Repair	($1,000.00)
Accounting and Legal Expenses	($3,500.00)
Management Fees	($350.00)
Personal Expenses	($6,016.00)
Total Current Expenses	**($21,258.32)**
Current Monthly Cash Flow Value:	$1,241.68

Monthly Expenses Breakdown	
Personal Expenses	
Utilities	$1,200.00
Food	$800.00
Clothing	$300.00
Laundry/Dry Cleaning	$150.00
Medical/Dental	$400.00
Transportation/Gas	$500.00
Recreation/Entertainment	$300.00
Health Insurance	$500.00
Auto Insurance	$350.00
Car Payment	$366.00
Miscellaneous	$500.00
Quarterly Trustee Fees	$650.00
Total Expenses	**$6,016.00**
Mortgage Payments by Property	
3060 E. Post Road, Suite 110	$3,705.76
7229 Mira Vista	$3,612.81
908 Harold Drive	$1,882.48
Cabin 11 at Mt. Charleston Cabins	$441.27
Total:	$9,642.32

EXHIBIT 10

Samuel A. Schwartz, Esq.
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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 VOTING DEADLINE IS 5:00 P.M. PREVAILING PACIFIC TIME ON MAY 13, 2013 (UNLESS THE DEBTORS EXTEND THE VOTING DEADLINE).

TO BE COUNTED AS A VOTE TO ACCEPT OR REJECT THE PLAN, THE DEBTORS' COUNSEL, THE SCHWARTZ LAW FIRM, INC., 6623 LAS VEGAS BOULEVARD SOUTH, SUITE 300, LAS VEGAS, NEVADA, 89119, ATTN: SAMUEL A. SCHWARTZ, ESQ. MUST ACTUALLYRECEIVE YOUR BALLOT ON OR BEFORE THE VOTING DEADLINE.

THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT, THE PLAN AND ANY EXHIBITS ATTACHED HERETO IS HIGHLY SPECULATIVE, AND SUCH DOCUMENTS SHOULD NOT BE RELIED UPON IN MAKING INVESTMENT DECISIONS WITH RESPECT TO THE DEBTORS OR ANY OTHER ENTITIES THAT MAY BE AFFECTED BY THESE CHAPTER 11 CASES.

PRESERVATION OF AVOIDANCE ACTIONS UNDER THE PLAN:

IN REVIEWING THIS DISCLOSURE STATEMENT AND THE PLAN, AND IN DETERMINING WHETHER TO VOTE IN FAVOR OF OR AGAINST THE PLAN, CREDITORS AND INTEREST HOLDERS (INCLUDING PARTIES THAT RECEIVED PAYMENTS FROM THE DEBTORS WITHIN NINETY (90) DAYS PRIOR TO THE PETITION DATE) SHOULD CONSIDER THAT A CAUSE OF ACTION MAY EXIST AGAINST THEM, THAT THE PLAN PRESERVES ALL CAUSES OF ACTION AND THAT THE PLAN AUTHORIZES THE REORGANIZED DEBTORS TO PROSECUTE THE SAME.

IMPORTANT INFORMATION FOR YOU TO READ

THE DEBTORS ARE PROVIDING THE INFORMATION IN THIS DISCLOSURE STATEMENT FOR THE PLAN OF REORGANIZATION OF GO GLOBAL, INC., CARLOS A. HUERTA AND CHRISTINE H. HUERTA, CHARLESTON FALLS, LLCAND HPCH, LLC UNDER CHAPTER 11 OF THE BANKRUPTCY CODE TO HOLDERS OF CLAIMS ENTITLED TO VOTE ON THE PLAN FOR THE PURPOSE OF SOLICITING VOTES TO ACCEPT THE PLAN. NOTHING IN THIS DISCLOSURE STATEMENT MAY BE RELIED UPON OR USED BY ANY ENTITY FOR ANY OTHER PURPOSE.

THIS DISCLOSURE STATEMENT WAS NOT FILED WITH THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE AUTHORITY AND NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE AUTHORITY HAVE PASSED UPON THE ACCURACY OR ADEQUACY OF THIS DISCLOSURE STATEMENT OR UPON THE MERITS OF THE PLAN.

THIS DISCLOSURE STATEMENT CONTAINS "FORWARD LOOKING STATEMENTS" WITHIN THE MEANING OF THE PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995. SUCH STATEMENTS CONSIST OF ANY STATEMENT OTHER THAN A RECITATION OF HISTORICAL FACT AND CAN BE IDENTIFIED BY THE USE OF FORWARD LOOKING TERMINOLOGY SUCH AS "MAY," "EXPECT," "ANTICIPATE," "ESTIMATE" OR "CONTINUE" OR THE NEGATIVE THEREOF OR OTHER VARIATIONS THEREON OR COMPARABLE TERMINOLOGY. THE READER IS CAUTIONED THAT ALL FORWARD LOOKING STATEMENTS ARE NECESSARILY SPECULATIVE AND THERE ARE CERTAIN RISKS AND UNCERTAINTIES THAT COULD CAUSE ACTUAL EVENTS OR RESULTS TO DIFFER MATERIALLY FROM THOSE REFERRED TO IN SUCH FORWARD LOOKING STATEMENTS. THE LIQUIDATION ANALYSIS, DISTRIBUTION PROJECTIONS AND OTHER INFORMATION CONTAINED HEREIN AND ATTACHED HERETO ARE ESTIMATES ONLY, AND THE TIMING AND AMOUNT OF ACTUAL DISTRIBUTIONS TO HOLDERS OF ALLOWED CLAIMS MAY BE AFFECTED BY MANY FACTORS THAT CANNOT BE PREDICTED. THEREFORE, ANY ANALYSES, ESTIMATES OR RECOVERY PROJECTIONS MAY OR MAY NOT TURN OUT TO

BE ACCURATE.

THIS DISCLOSURE STATEMENT HAS BEEN PREPARED PURSUANT TO SECTION 1125 OF THE BANKRUPTCY CODE AND BANKRUPTCY RULE 3016(B) AND IS NOT NECESSARILY IN ACCORDANCE WITH FEDERAL OR STATE SECURITIES LAWS OR OTHER SIMILAR LAWS. THE SECURITIES DESCRIBED HEREIN WILL BE ISSUED TO CREDITORS WITHOUT REGISTRATION UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY SIMILAR FEDERAL, STATE OR LOCAL LAW, AND WILL INSTEAD RELY UPON THE EXEMPTIONS SET FORTH IN SECTION 1145 OF THE BANKRUPTCY CODE TO THE MAXIMUM EXTENT PERMITTED AND APPLICABLE. THE DEBTORS RECOMMEND THAT POTENTIAL RECIPIENTS OF ANY SECURITIES PURSUANT TO THE PLAN CONSULT THEIR OWN LEGAL COUNSEL CONCERNING THE SECURITIES LAWS GOVERNING THE TRANSFERABILITY OF ANY SUCH SECURITIES.

NO LEGAL OR TAX ADVICE IS PROVIDED TO YOU BY THIS DISCLOSURE STATEMENT. THE DEBTORS URGE EACH HOLDER OF A CLAIM OR AN EQUITY INTEREST TO CONSULT WITH ITS OWN ADVISORS WITH RESPECT TO ANY LEGAL, FINANCIAL, SECURITIES, TAX OR BUSINESS ADVICE IN REVIEWING THIS DISCLOSURE STATEMENT, THE PLAN AND EACH OF THE PROPOSED TRANSACTIONS CONTEMPLATED THEREBY. FURTHERMORE, THE BANKRUPTCY COURT'S APPROVAL OF THE ADEQUACY OF DISCLOSURE CONTAINED IN THIS DISCLOSURE STATEMENT DOES NOT CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL OF THE MERITS OF THE PLAN.

IT IS THE DEBTORS' POSITION THAT THIS DISCLOSURE STATEMENT DOES NOT CONSTITUTE, AND MAY NOT BE CONSTRUED AS, AN ADMISSION OF FACT, LIABILITY, STIPULATION OR WAIVER. RATHER, HOLDERS OF CLAIMS AND EQUITY INTERESTS AND OTHER ENTITIES SHOULD CONSTRUE THIS DISCLOSURE STATEMENT AS A STATEMENT MADE IN SETTLEMENT NEGOTIATIONS RELATED TO CONTESTED MATTERS, ADVERSARY PROCEEDINGS AND OTHER PENDING OR THREATENED LITIGATION OR ACTIONS.

NO RELIANCE SHOULD BE PLACED ON THE FACT THAT A PARTICULAR LITIGATION CLAIM OR PROJECTED OBJECTION TO A PARTICULAR CLAIM IS, OR IS NOT, IDENTIFIED IN THE DISCLOSURE STATEMENT. THE DEBTORS OR THE REORGANIZED DEBTORS MAY SEEK TO INVESTIGATE, FILE AND PROSECUTE CLAIMS AND MAY OBJECT TO CLAIMS AFTER THE CONFIRMATION OR EFFECTIVE DATE OF THE PLAN IRRESPECTIVE OF WHETHER THE DISCLOSURE STATEMENT IDENTIFIES ANY SUCH CLAIMS OR OBJECTIONS TO CLAIMS.

THIS DISCLOSURE STATEMENT CONTAINS, AMONG OTHER THINGS, SUMMARIES OF THE PLAN, CERTAIN STATUTORY PROVISIONS, CERTAIN EVENTS IN THE DEBTORS' CHAPTER 11 CASES AND CERTAIN DOCUMENTS RELATED TO THE PLAN THAT ARE ATTACHED HERETO AND INCORPORATED HEREIN, BY REFERENCE. ALTHOUGH THE DEBTORS BELIEVE THAT THESE SUMMARIES ARE FAIR AND ACCURATE, THESE SUMMARIES ARE QUALIFIED IN THEIR ENTIRETY TO THE EXTENT THAT THE SUMMARIES DO NOT SET FORTH THE ENTIRE TEXT OF SUCH DOCUMENTS OR STATUTORY PROVISIONS OR EVERY DETAIL OF SUCH EVENTS. IN THE EVENT OF ANY INCONSISTENCY OR DISCREPANCY BETWEEN A DESCRIPTION IN THIS DISCLOSURE STATEMENT AND THE TERMS AND PROVISIONS OF THE PLAN OR ANY OTHER DOCUMENTS INCORPORATED HEREIN BY REFERENCE, THE PLAN OR SUCH OTHER DOCUMENTS WILL GOVERN FOR ALL PURPOSES. EXCEPT WHERE OTHERWISE SPECIFICALLY NOTED, FACTUAL INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT HAS BEEN PROVIDED BY THE DEBTORS'MANAGEMENT. THE DEBTORS DO NOT REPRESENT OR WARRANT THAT THE INFORMATION CONTAINED HEREIN OR ATTACHED HERETO IS WITHOUT ANY MATERIAL INACCURACY OR OMISSION.

THE DEBTORS' MANAGEMENT HAS REVIEWED THE FINANCIAL INFORMATION PROVIDED IN THIS DISCLOSURE STATEMENT. ALTHOUGH THE DEBTORS HAVE USED THEIR REASONABLE

BUSINESS JUDGMENT TO ENSURE THE ACCURACY OF THIS FINANCIAL INFORMATION, THE FINANCIAL INFORMATION CONTAINED IN, OR INCORPORATED BY REFERENCE INTO, THIS DISCLOSURE STATEMENT HAS NOT BEEN AUDITED.

THE DEBTORS ARE GENERALLY MAKING THE STATEMENTS AND PROVIDING THE FINANCIAL INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT AS OF THE DATE HEREOF WHERE FEASIBLE, UNLESS OTHERWISE SPECIFICALLY NOTED. ALTHOUGH THE DEBTORS MAY SUBSEQUENTLY UPDATE THE INFORMATION IN THIS DISCLOSURE STATEMENT, THE DEBTORS HAVE NO AFFIRMATIVE DUTY TO DO SO. HOLDERS OF CLAIMS REVIEWING THIS DISCLOSURE STATEMENT SHOULD NOT INFER THAT, AT THE TIME OF THEIR REVIEW, THE FACTS SET FORTH HEREIN HAVE NOT CHANGED SINCE THE DISCLOSURE STATEMENT WAS FILED. THE DEBTORS HAVE NOT AUTHORIZED ANY ENTITY TO GIVE ANY INFORMATION ABOUT OR CONCERNING THE PLAN OTHER THAN THAT WHICH IS CONTAINED IN THIS DISCLOSURE STATEMENT. THE DEBTORS HAVE NOT AUTHORIZED ANY REPRESENTATIONS CONCERNING THE DEBTORS OR THE VALUE OF THEIR PROPERTY OTHER THAN AS SET FORTH IN THIS DISCLOSURE STATEMENT.

HOLDERS OF CLAIMS ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN MUST RELY ON THEIR OWN EVALUATION OF THE DEBTORS AND THEIR OWN ANALYSIS OF THE TERMS OF THE PLAN IN DECIDING WHETHER TO VOTE TO ACCEPT OR REJECT THE PLAN. IMPORTANTLY, PRIOR TO DECIDING WHETHER AND HOW TO VOTE ON THE PLAN, EACH HOLDER OF A CLAIM IN A VOTING CLASS SHOULD CONSIDER CAREFULLY ALL OF THE INFORMATION IN THIS DISCLOSURE STATEMENT AND ANY EXHIBITS HERETO, INCLUDING THE RISK FACTORS DESCRIBED IN GREATER DETAIL IN SECTION V HEREIN, "PLAN RELATED RISK FACTORS."

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I. BACKGROUND TO THESE CHAPTER 11 CASES

A. THE DEBTORS' HISTORY[1]

The Debtors in these Chapter 11 cases consist of: (i) Carlos and Christine Huerta, husband and wife (the "**Huertas**"); (ii) Go Global, Inc. ("**Go Global**"); (iii) Charleston Falls, LLC ("**Charleston Falls**"); and HPCH, LLC ("**HPCH**"). The Huertas own 100% of Go Global, and Carlos Huerta is Go Global's President. Charleston Falls is a Nevada limited liability company, which is majority owned and managed by Go Global. HPCH is a Nevada limited liability company which is owned wholly by Carlos Huerta. Carlos Huerta has been involved in real estate development for over fourteen years.

Go Global is a successful investment based real estate development company which was established in 1997 by Carlos Huerta. Go Global focuses on the western United States and has developed commercial and industrial properties in Texas, Florida, Nevada, Idaho and California. Go Global has both individual and corporate investors from New York, Florida, California, Nevada, China, Greece, Israel, Mexico and England. HPCH is one of Mr. Huerta's ventures and owns title to the real property location of his principal office, which location is shared by Go Global.

Go Global has primarily focused on raising capital in the role of a financier and then taking real estate assets that may need some entitlements and re-marketing, then, through Go Global, are positioning of the asset(s), in a more positive light is implemented, by adjusting their use, finding the highest and best use(s), and/or looking for the right time to sell an asset when the market conditions are optimal. Go Global has historically tried to hold assets for short periods of time and focus on internal rates of return to its investors. Go Global has provided returns in excess of 100% on several different occasions and met returns of 17% throughout most of its existence. Go Global and/or Huerta still hold several different business interests and real estate-related interests that will be well-positioned for sale in the future and many of these have substantial equity in them.

B. EVENTS LEADING TO THE CHAPTER 11 FILING

The Debtors' bankruptcy filing was primarily the result of the improper and unauthorized actions of Hugo Paulson ("**Paulson**"), a former business associate of the Debtors, whereby Paulson and certain of Paulson's entities divested the Debtors of several millions of dollars of assets, business income/profits, and instituted frivolous litigation against the Debtors. As detailed herein, the Debtors instituted the Mt. Charleston Adversary (as defined herein) to recover the Debtors' assets improperly transferred by Paulson and to Paulson himself and/or his wholly-controlled entities. HPCH's own inability to remain current on its obligations, likewise, was a collateral result of Paulson's and his team's and bank's actions and the decline in revenues realized by the Debtors.

As a result of the foregoing, on March 18th, 2010, Carlos and Christine Huerta filed their voluntary petition for relief under Chapter 13 of the Bankruptcy Code. On April 9, 2010, the Huertas' bankruptcy was converted to a Chapter 11 case. On March 23, 2010, Go Global filed its voluntary petition for relief under Chapter 11 of the Bankruptcy Code. On October 31, 2011, Charleston Falls filed its voluntary petition for relief under Chapter 11 of the Bankruptcy Code. On December 2, 2012 HPCH filed its voluntary petition for relief under Chapter 11 of the Bankruptcy Code. All of the Debtors' bankruptcy cases are now jointly administered with Go Global, Inc., Case No. 10-14804-BAM as the lead case.

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[1]All capitalized terms used but not otherwise defined herein shall have the meanings set forth in Article X herein, titled "Glossary of Key Terms." To the extent that a definition of a term in the text of this Disclosure Statement and the definition of such term in the "Glossary of Key Terms" is inconsistent, the definition in the "Glossary of Key Terms" shall control.

II. EVENTS DURING THE CHAPTER 11 CASES

A. FIRST DAY MOTIONS AND CERTAIN RELATED RELIEF

On or around the March 23, 2010, in addition to filing their voluntary petitions for relief, the Debtors also filed various motions (collectively, the **"First Day Motions"**) with the Bankruptcy Court. The Bankruptcy Court entered several orders to, among other things, (i) prevent interruptions to the Debtors' businesses, (ii) ease the strain on the Debtors' relationships with certain essential constituents, such as utility providers, (iii) allow for joint administration of the Debtors' Chapter 11 Cases, and (iv) allow the Debtors to retain bankruptcy counsel to assist them with the administration of the Chapter 11 Cases (each, a **"First Day Order"**).

1. Employment and Compensation of The Schwartz Law Firm, Inc.

To assist the Debtors in carrying out their duties as debtors in possession and to represent their interests in the Chapter 11 Cases, the Bankruptcy Court entered orders authorizing the Debtors to retain and employ The Schwartz Law Firm, Inc. as the Debtors' bankruptcy counsel.

2. Stabilizing Operations

Recognizing that any interruption of the Debtors' businesses, even for a brief time, would negatively impact their operations, revenues and profits, the Debtors filed other First Day Motions and the Bankruptcy Court entered corresponding First Day Orders to help facilitate the Debtors' seamless transition into bankruptcy.

3. Joint Administration

In order to reduce the administrative costs of prosecuting three separate chapter 11 bankruptcy cases, the Debtors filed motions to jointly administer their chapter 11 cases. On April 5, 2010, the Court entered an order directing joint administration of the Huerta and Go Global bankruptcy cases. On December 6, 2011, the Court entered an order directing joint administration of the Charleston Falls bankruptcy case with the Huerta and Go Global bankruptcy cases. On June 8, 2012, the Court entered an order directing joint administration of the HPCH bankruptcy case with the three other bankruptcy cases - Charleston Falls, Huerta, and Go Global cases.

B. LITIGATION

1. The Waterstone/Dischargeability Adversary

On June 19, 2009, prior to the filing of the Debtors' bankruptcy cases, Paulson filed a complaint against Debtors Go Global and the Huerta in the Second Judicial District Court of Washoe County, Nevada, Case No. CV09-01910, entitled Hugo R. Paulson, individually and as Trustee of the Hugo R. Paulson SEP IRA v. Carlos Huerta and Go Global, Inc. On June 15, 2010, the preceding action was removed to the Bankruptcy Court as an adversary proceeding and captioned Hugo R. Paulson, individually and as Trustee of Hugo R. Paulson SEP IRA v. Carlos Huerta, an individual; Go Global, Inc., A Nevada Corporation – Adv. Pro. No. 10-01207-BAM (the "**Waterstone Adversary**"). The Waterstone Adversary involved a condominium project investment in Washoe County, Nevada, whereby Paulson sought recovery against Carlos Huerta in connection with investments made by Paulson in HC Waterstone, LLC. Huerta had invested $2 million of his own capital and also invested an additional $1 million that Paulson took from his own IRA and wanted Huerta to invest, because Paulson wasn't able to invest it directly or else be subject to huge tax penalties.

On July 19, 2010, Paulson filed a complaint in the Bankruptcy Court against the Huertas captioned Hugo R. Paulson, individually and as Trustee of the Hugo R. Paulson SEP IRA v. Carlos Huerta, an individual, and Christine H. Huerta, an individual – Adv. Pro. No. 10-01286-BAM (the "**Dischargeability Adversary**") seeking to determine that any recovery obtained by Paulson, if any, in the Waterstone Adversary is non-dischargeable in the Chapter 11 cases.

On September 13, 2010, the Court consolidated the Waterstone Adversary and the Dischargeability Adversary under Adv. Pro. No. 10-01286-BAM (collectively, the "**Joined Adversary**"). The Debtors denied any

wrongdoing with respect to the Joined Adversary, and believed that Paulson is not entitled to any recovery with respect to the Waterstone Adversary, and, in any event, any recovery sought by Paulson is dischargeable. From April 27, 2011, to April 29, 2011, this Court held the trial for the Joined Adversary. On August 31, 2011, this Court entered its judgment and findings of fact and conclusions of law. See Adv. Pro. No. 10-01286-BAM, Docket Nos. 72-73. Specifically, while Paulson sought damages in excess of $4 million, the Court entered judgment for roughly $1 million, which amounted to the loan that Paulson provided to Go Global. More importantly, the entire sum is deemed dischargeable, by way of Go Global's Chapter 11 filing.

2. The Mount Charleston Lodge Adversary

Shortly before the filing of the Go Global and Huerta cases, Charleston Falls owned roughly 34% of the membership interests within Mt. Charleston View, LLC ("**View**"), which is the entity that Paulson fraudulently divested Charleston Falls' ownership interests out of , in March 2010,.

On September 3, 2010, the Debtors commenced an adversary proceeding in this Court, against Paulson, Azure Seas, LLC and Azure Seas Holdings, LLC, captioned Carlos A. Huerta, an individual, and Go Global, Inc., a Nevada Corporation, v. Hugo R. Paulson, an individual, Azure Seas, LLC, a Nevada limited liability company, and Azure Seas Holdings, LLC, a Nevada limited liability company – Adv. Pro. No. 10-01334- BAM (the "**Mt. Charleston Adversary**"). The Mt. Charleston Adversary involves, among other things, the wrongful transfer to, and take over by, Paulson and Paulson's entities of the Debtors' assets, including (i) the transfer of the Debtors' membership interests in Pecan Street Plaza, LLC to the Paulson 2005 Trust or Azure Seas Holdings, LLC, (ii) the dissolution of McCarran Development, LLC ("**MCD**"), of which the Debtors owned 30%, and the retention by Paulson of the land which was to be transferred to MCD, but never was, (iii) the divesture of the Debtors' interest in the Mt. Charleston lodge operations and development located in Las Vegas and (iv)the divesture of the Debtors' interests within Mt. Charleston View, LLC for a payment of $10.00 to the Debtors, even though the Debtors interest in View is estimated to be worth in excess of $2.5 million

Specifically, among other things, the Mt. Charleston Adversary sought the avoidance of preferential transfers under section 547 of the Bankruptcy Code, the avoidance of fraudulent transfers under sections 544 and 548 of the Bankruptcy Code and the recovery of property or its value for the Debtors' estates under section 550 of the Bankruptcy Code, a finding that the obligation(s) owed by a Manager or Member with respects to his fiduciary duties of loyalty is conduct subject to damages and violations of NRS 225.084(1).

This Court held the trial for the Mt. Charleston Adversary between March 2012, and May 2012. Recently, on November 2, 2012, this Court entered a 79-page Memorandum Decision After Trial (the "**Decision**") and related judgment (the "**Judgment**"), in favor of the Debtors and awarded them the gross sum of $5,579,656.71 plus pre-judgment and post judgment interest against Paulson and his related entities. See Adversary Case No. 10-01334-BAM, Docket Nos. 219 and 220. The Debtors intend on using the assets and/or funds recovered from the Judgment to, in part, fund distributions to creditors under the Plan.

As a response to the Decision and Judgment, on November 16, 2012, Paulson and his related entities each filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Arizona (collectively, the "**Paulson Bankruptcy Cases**"). The Debtors are the largest creditors in the Paulson Bankruptcy Cases and are currently prosecuting their claims in those cases. In fact, the Debtors recently filed motions to appoint a Chapter 11 Trustee and to transfer the venue of the Paulson Bankruptcy Cases to the United States Bankruptcy Court for the District of Nevada. The Debtors also filed an adversary proceeding against Hugo Paulson, and his alter egos, objecting to the discharge of any debt owed to the Debtors arising from the Judgment.

On March 22, 2013, the United States Bankruptcy Court for the District of Arizona held hearings on the Debtors' motions to appoint a trustee and transfer venue in the Paulson Bankruptcy Cases. The court denied the Debtors' motion to transfer venue, without prejudice, and continued the motion to appoint a trustee to April 22, 2013, where the court will schedule an evidentiary hearing regarding the appointment of a trustee in the Paulson Bankruptcy Cases.

Finally, Paulson and his related entities each appealed the Decision and Judgment (the "**Paulson Appeal**") to the Bankruptcy Appellate Panel for the Ninth Circuit Court of Appeals on November 15, 2012. The Paulson Appeal is currently pending and the Debtors will be defending the Paulson Appeal. All briefing for the Paulson Appeal will be completed on or before April 8, 2013.

3. The Civil Conspiracy Lawsuit

On July 5, 2012, the Debtors, after learning via the Mount Charleston Adversary that Paulson conspired with others during his divesture of assets, the Debtors, filed claims for civil conspiracy against the other alleged conspirators (Nevada State Bank, Zions Bancorporation, and Serl Keefer CPAs in the Eighth Judicial District Court, Clark County, Nevada entitled Huerta, et al. v. Nevada State Bank, Serl Keefer & Welter; CPAs, et al., Case No. A-12-664823("the **State Court Action**"). The Debtors seek recovery from those parties due to their roles in the fraudulent conveyance of assets and monies from the Debtors. Any recoveries from the State Court Action will be used to fund distributions to creditors under the Plan. The Debtors will be participating in a mediation before former Judge Stewart Bell of the Eighth Judicial District Court, Clark County, Nevada, on April 25, 2013 with Nevada State Bank. The Debtors continue to prosecute the State Court Action against Serl Keefer and are currently in the discovery phase. Certain other defendants in the State Court Action have been dismissed without prejudice.

4. The DeArmas Adversary

On June 21, 2011, Debtors Carlos and Christine Huerta filed a complaint against Daniel DeArmas, an individual, captioned Carlos A. Huerta and Christine H. Huerta v. Daniel DeArmas, Adv. Pro. No. 11-01157-BAM (the "**DeArmas Adversary**"). Through the DeArmas Adversary, the Huertas seek recovery for the collection of monies owed by DeArmas to the Huertas in the amount of nearly $300,000.00. Subsequently thereafter, DeArmas filed a voluntary petition for bankruptcy protection under Chapter 7 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Maryland. Due to the resources necessary to pursue Mr. DeArmas and the likelihood of success, it was determined that Debtors would discontinue their efforts to recoup the monies owed.

5. The Savino Litigation

On November 23, 2009, a complaint was filed by Paulson, as trustee of the Hugo R. Paulson SEP IRA, against the Debtors, Anthony Savino ("**Savino**"), an individual, and Datasource, LLC ("**Datasource**"), a Nevada Limited Liability Company, in District Court, Clark County, Nevada, Case No. A-09-604085C (the "**Savino Litigation**"), for the collection of $926,642.09 under a note executed by Savino and Datasource, and guaranteed by Carlos Huerta. Paulson, as trustee of the Hugo R. Paulson SEP IRA, also filed Proofs of Claim on August 4, 2010 in the Huerta and Go Global Bankruptcy Cases, Claim Nos. 19-1 and 7-1, respectively, in the amounts of $1,008,055.63 and $1,009,660.77, respectively, as guarantor claims against those two Debtors. These Proofs of Claim are not opposed, but the Debtors reserve the right to review, object and/or offset the two claims against any amount owing on the Judgment after the Paulson Appeal is resolved and as will be determined at the confirmation hearing.

The Savino Litigation has been stayed against the Debtors pursuant to section 362 of the Bankruptcy Code but continued with respect to Savino and Datasource. On July 5, 2012 the State Court determined that Savino and Datasource were not liable for the causes of actions brought forth by the Plaintiffs, and awarded Mark Simons, Esq. attorney's fees and costs. The Debtors recently stipulated to stay relief from the Paulson Bankruptcy Cases to complete the Savino litigation and file some of the final motions necessary in order to conclude that matter. On February 27, 2013, the Nevada State Court entered its Findings of Fact, Conclusions of Law and Amended Judgment against Paulson, which denied Paulson's claims against Savino and Datasource and awarded Mark Simons, Esq. attorneys' fees and costs in the amounts of $39,770 and $6,355.58, respectively,

C. OTHER EVENTS DURING THE CHAPTER 11 CASES

1. Establishment of the Claims Bar Date

The Bankruptcy Court issued the Notice of Chapter 11 Bankruptcy Case, Meeting of Creditors, & Deadlines, establishing the following dates as the respective Claims Bar Dates for filing proofs of claim:

Debtor	Bar Date for Non-Governmental Creditors	Bar Date for Governmental Creditors
Carlos A. Huerta and Christine H. Huerta	8/18/2010	10/6/2012
Go Global, Inc.	8/4/2010	9/19/2010
Charleston Falls, LLC	2/29/2012	4/28/2012
HPCH, LLC	3/1/2012	4/30/2012

D. REORGANIZATION STRATEGY

The Debtors focused on developing and executing a reorganization strategy to: (a) maximize the value of their Estates; (b) address the factors that led to the bankruptcy filing; and (c) enable the Debtors to pay their creditors as they emerge from chapter 11. Specifically, this reorganization strategy is primarily (though not exclusively) focused on pursuing the sale or refinancing of the Debtors' assets and business operations, in order to pay the Debtors' creditors. Being that the Debtors' training and expertise is in the field of real estate, the plan will be one that will implement careful forethought and years of experience. Needless to say, having the Debtors shed themselves of the Paulson/Mt. Charleston "takings" and the correlating litigation related to them, the working environment should vastly improve for the Debtors as they work the ongoing management of the real estate portfolio they hold versus having to do so under the strain of massive litigation stressors and pressures.

III. SUMMARY OF THE PLAN OF REORGANIZATION AND TREATMENT OF CLAIMS AND EQUITY INTERESTS

THIS SECTION III IS INTENDED ONLY TO PROVIDE A SUMMARY OF THE MATERIAL TERMS OF THE PLAN AND IS QUALIFIED BY REFERENCE TO THE ENTIRE DISCLOSURE STATEMENT AND THE PLAN, AND SHOULD NOT BE RELIED ON FOR A COMPREHENSIVE DISCUSSION OF THE PLAN. TO THE EXTENT THERE ARE ANY INCONSISTENCIES BETWEEN THIS SECTION III AND THE PLAN, THE TERMS AND CONDITIONS SET FORTH IN THE PLAN SHALL GOVERN.

Purpose of the Plan of Reorganization

As required by the Bankruptcy Code, the Plan, a copy of which is attached hereto as **Exhibit A**, places Claims in separate Classes and describes the treatment each Class will receive. The Plan also states whether each Class of Claims is impaired or unimpaired. If the Plan is confirmed, your recovery will be limited to the amount provided by the Plan.

Unclassified Claims

Certain types of Claims are automatically entitled to specific treatment under the Bankruptcy Code. They are not considered impaired, and Holders of such Claims do not vote on the Plan. These Creditors may object, however, if in such Claim Holder's view, the treatment under the Plan does not comply with that required by the Bankruptcy Code. As such, the Debtors did *not* place the following Claims in any Class:

Administrative Claims

Administrative Claims are Claims for the costs or expenses of administering the Debtors' Chapter 11 Cases which are Allowed under section 507(a)(2) of the Bankruptcy Code. Administrative Claims also include the expenses for the value of any goods or services sold to the Debtors in the ordinary course of business. The Bankruptcy Code requires that all Administrative Claims be paid on the Effective Date of the Plan, unless a particular claimant agrees to a different treatment.

The following chart lists the Debtors' estimated Administrative Claims and their proposed treatment under the Plan:

TYPE	**ESTIMATED AMOUNT OWED**	**PROPOSED TREATMENT**
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.

Class #	**Description**	**Impairment**	**Treatment**
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 November2, 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 Litigaiton. 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

company, the equity interest holders are the members. Finally, with respect to an individual who is a debtor, the debtor is the equity interest holder.

In this case, Carlos and Christine Huerta are individuals, and their equity interests will be unimpaired by the Plan. Upon the Effective Date of the Plan, the corporate Debtors' principals and managing members will be retaining their Equity Interests under the Plan, as all secured and unsecured claims may be receiving the full amount of their allowed claims under the Plan.

A. MEANS FOR IMPLEMENTATION OF THE PLAN

1. General Settlement of Claims

Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, in consideration for the classification, distributions, releases and other benefits provided under the Plan, and as a result of arm's-length negotiations among the Debtors and other parties in interest, upon the Effective Date, the provisions of the Plan shall constitute a good faith compromise and settlement of all Claims and Equity Interests and controversies resolved pursuant to the Plan.

2. Restructuring Transactions

Prior to, on or after the Effective Date, and pursuant to the Plan, the Debtors and the Reorganized Debtors shall enter into the restructuring transactions (the "**Restructuring Transactions**") and shall take any actions as may be necessary or appropriate to affect a restructuring of their businesses or the overall organizational structure of the Reorganized Debtors. The Restructuring Transactions shall include one or more sales, mergers, consolidations, restructurings, conversions, dissolutions, transfers or liquidations as may be determined by the Debtors or the Reorganized Debtors to be necessary or appropriate. As of the date hereof, the actions to effect the Restructuring Transactions may include:

- the prosecution and resolution of the Decision and Judgment in the Paulson Bankruptcy Cases;
- the defense of the Decision and Judgment in the Paulson Appeal;
- the execution and delivery of appropriate instruments of transfer, assignment, assumption or delegation of any asset, property, right, liability, debt or obligation on terms consistent with the terms of the Plan and having other terms for which the applicable parties agree;
- the filing of appropriate certificates or articles of formation, reformation, merger, consolidation, conversion or dissolution pursuant to applicable state law; and
- all other actions that the applicable Entities determine to be necessary or appropriate, including making filings or recordings that may be required by applicable state law in connection with the Restructuring Transactions.

3. Vesting of Assets in the Reorganized Debtors

Except as otherwise provided in the Plan, any sale of the Debtors' Assets or in any agreement, instrument or other document relating thereto, on or after the Effective Date, all property of the Estate (including, without limitation, Causes of Action) and any property acquired by the Debtors pursuant to the Plan, shall vest in the Reorganized Debtors, free and clear of all liens, Claims, charges or other encumbrances. Except as may be provided in the Plan and any sale all or a portion of the Debtors' Assets, on and after the Effective Date, the Reorganized Debtors may operate their businesses and may use, acquire or dispose of property and compromise or settle any Claims without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, other than those restrictions expressly imposed by the Plan and the Confirmation Order. Without limiting the foregoing, the Reorganized Debtors shall pay the charges that they incur after the Effective Date for Retained Professionals' fees, disbursements, expenses or related support services (including reasonable fees relating to the preparation of Retained Professional fee applications) without application to the Bankruptcy Court.

4. New Equity Interests

On the Effective Date, the Reorganized Debtors shall issue the New Equity Interests to the Debtors'

members pursuant to the terms set forth in the Plan. The New Equity Interests shall represent all of the Equity Interests in the Reorganized Debtors as of the Effective Date.

5. Abandonment of Assets

Pursuant to section 554 of the Bankruptcy Code, the Debtors may abandon certain assets (the "**Abandoned Assets**"), subject to the approval of the Bankruptcy Court in accordance with the confirmation hearing. Should the Debtors decide that it is in the best interests of their estates to abandon certain assets, the Debtors will file a plan supplement to their Plan. Therefore, the order confirming the Plan will constitute the Bankruptcy Court's finding and determination that the abandonment of the Abandoned Assets is: (i) in the best interests of the Debtors, their estates and parties in interest; (ii) fair, equitable and reasonable; (iii) made in good faith; and (iv) approved pursuant to section 554 of the Bankruptcy Code and Bankruptcy Rule 9019.

B. TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

1. Assumption and Rejection of Executory Contracts and Unexpired Leases

(a) Assumption of Executory Contracts and Unexpired Leases

Subject to the right of the Reorganized Debtors to elect to reject any Executory Contract or Unexpired Lease as to which there is an objection to the proposed cure, each Executory Contract or Unexpired Lease shall be deemed automatically assumed in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code as of the Effective Date, unless any such Executory Contract or Unexpired Lease:

- has been previously rejected by the Debtors by Final Order of the Bankruptcy Court;
- has been rejected by the Debtors by order of the Bankruptcy Court as of the Effective Date, which order becomes a Final Order after the Effective Date;
- is the subject of a motion to reject pending as of the Effective Date;
- is listed on the schedule of "Rejected Contracts and Unexpired Leases" in the Plan Supplement; or
- is otherwise rejected pursuant to the Plan.

The Confirmation Order shall constitute an order of the Bankruptcy Court approving such assumptions pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date. The Debtors reserve the right to amend the schedule of Rejected Executory Contracts and Unexpired Leases at any time before the Effective Date. The Debtor(s)reject any and all rights to and will no longer continue with the contract(s) with Cancun/Monarch Grand Vacations Timeshare, 8335 South Las Vegas Blvd, Las Vegas, NV 89123, Owner #15083349(Pacific Monarch Resorts #15083349) as this property is hereby deemed unsuitable and detrimental to the responsible administration of the estate and the same will apply to the agreement(s) with the Landing at Seven Coves Timeshare#G23422, c/o VRI P.O. Box 3620, Laguna Hills, CA 92654 as well as the Park City HOA and Sweetwater Lodge Timeshare Unit #PCLL-74 contract #'s 8626 and 8627, 1255 Empire Avenue, Park City, Utah 84060 with a mailing address of: 23807 Alison Creek Road, Laguna Niguel, CA 92677.

(b) Approval of Assumptions

The Confirmation Order shall constitute an order of the Bankruptcy Court approving the assumptions described in the Plan pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date. Any counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption of such Executory Contract or Unexpired Lease will be deemed to have consented to such assumption. Each Executory Contract and Unexpired Lease assumed pursuant to the Plan or by any order of the Bankruptcy Court, which has not been assigned to a third party prior to the Effective Date, shall revest in and be fully enforceable by the Reorganized

Debtors in accordance with its terms, except as such terms are modified by the provisions of the Plan or any order of the Bankruptcy Court authorizing and providing for its assumption under applicable federal law.

(c) Assignment of Executory Contracts or Unexpired Leases

In the event of an assignment of an Executory Contract or Unexpired Lease, at least ten (10) days prior to the Confirmation Hearing, the Debtors shall file with the Bankruptcy Court and serve upon counterparties to such Executory Contracts and Unexpired Leases, a notice of the proposed assumption and assignment, which will: (i) list the applicable cure amount, if any; (ii) identify the party to which the Executory Contract or Unexpired Lease will be assigned; (iii) describe the procedures for filing objections thereto; and (iv) explain the process by which related disputes will be resolved by the Bankruptcy Court. Any applicable cure amounts shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the cure amount in Cash on the Effective Date or on such other terms as the parties to such Executory Contracts or Unexpired Leases may otherwise agree.

Any objection by a counterparty to an Executory Contract or Unexpired Lease to a proposed assignment or any related cure amount must be filed, served and actually received by the Debtors and their counsel at least five (5) days prior to the Confirmation Hearing. Any counterparty to an Executory Contract and Unexpired Lease that fails to object timely to the proposed assignment or cure amount will be deemed to have consented to such assignment of its Executory Contract or Unexpired Lease. The Confirmation Order shall constitute an order of the Bankruptcy Court approving any proposed assignments of Executory Contracts or Unexpired Leases pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date.

In the event of a dispute regarding (a) the amount of any cure payment, (b) the ability of any assignee to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assigned or (c) any other matter pertaining to assignment, the applicable cure payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order or orders resolving the dispute and approving the assignment. If an objection to assignment or cure amount is sustained by the Bankruptcy Court, the Reorganized Debtors, in their sole option, may elect to reject such Executory Contract or Unexpired Lease in lieu of assuming and assigning it.

(d) Rejection of Executory Contracts or Unexpired Leases

All Executory Contracts and Unexpired Leases listed on the schedule of "Rejected Executory Contracts and Unexpired Leases" in the Plan Supplement shall be deemed rejected as of the Effective Date. The Confirmation Order shall constitute an order of the Bankruptcy Court approving the rejections described in the Plan pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date.

2. Claims on Account of the Rejection of Executory Contracts or Unexpired Leases

All proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, pursuant to the Plan or the Confirmation Order, if any, must be filed with the Bankruptcy Court within thirty (30) days after the date of entry of an order of the Bankruptcy Court (including the Confirmation Order) approving such rejection. Any Entity that is required to file a Proof of Claim arising from the rejection of an Executory Contract or an Unexpired Lease that fails to timely do so shall be forever barred, estopped and enjoined from asserting such Claim, and such Claim shall not be enforceable, against the Debtors or the Reorganized Debtors or their Estates and property, and the Debtors or the Reorganized Debtors and their Estates and property shall be forever discharged from any and all indebtedness and liability with respect to such Claim unless otherwise ordered by the Bankruptcy Court or as otherwise provided in the Plan.

3. Cure of Defaults for Assumed Executory Contracts and Unexpired Leases

Any monetary defaults under each Executory Contract and Unexpired Lease to be assumed pursuant to the Plan shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the default amount in Cash on the Effective Date or on such other terms as the parties to such Executory Contracts or Unexpired Leases may otherwise agree. At least ten (10) days prior to the Confirmation Hearing, the Debtors shall file with the Bankruptcy Court and serve upon counterparties to such Executory Contracts and Unexpired Leases, a notice of the

proposed assumption, which will: (a) list the applicable cure amount, if any; (b) describe the procedures for filing objections thereto; and (c) explain the process by which related disputes will be resolved by the Bankruptcy Court.

Any objection by a counterparty to an Executory Contract or Unexpired Lease to a proposed assumption or related cure amount must be filed, served and actually received by the Debtors at least five (5) days prior to the Confirmation Hearing. Any counterparty to an Executory Contract and Unexpired Lease that fails to object timely to the proposed assumption or cure amount will be deemed to have assented to such matters. In the event of a dispute regarding (a) the amount of any payments to cure such a default, (b) the ability of the Reorganized Debtors or any assignee to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the contract or lease to be assumed or (c) any other matter pertaining to assumption, the cure payments required by section 365(b)(1) of the Bankruptcy Code, shall be made following the entry of a Final Order or orders resolving the dispute and approving the assumption. If the Bankruptcy Court sustains an objection to a Cure Claim, the Reorganized Debtors in their sole option, may elect to reject such Executory contract or unexpired lease in lieu of assuming it.

4. Contracts and Leases Entered into After the Petition Date

Contracts and leases entered into after the Petition Date by the Debtors, including any Executory Contracts and Unexpired Leases assumed by the Debtors, will be performed by the Debtors or Reorganized Debtors in the ordinary course of their businesses. Accordingly, such contracts and leases (including any assumed Executory Contracts and Unexpired Leases) will survive and remain unaffected by entry of the Confirmation Order.

C. PROVISIONS GOVERNING DISTRIBUTIONS

1. Distributions for Claims Allowed as of the Effective Date

Except as otherwise provided in the Plan, a Final Order or as agreed to by the relevant parties, the Reorganized Debtors shall make initial distributions under the Plan on account of Claims Allowed before the Effective Date on or as soon as practicable after the Initial Distribution Date; provided, however, that payments on account of General Unsecured Claims that become Allowed Claims on or before the Effective Date shall commence on the Effective Date.

2. Distributions on Account of Claims Allowed After the Effective Date

(a) Rejection of Executory Contracts or Unexpired Leases

Except as otherwise provided in the Plan, a Final Order or as agreed to by the relevant parties, distributions under the Plan on account of a Disputed Claim that becomes an Allowed Claim after the Effective Date shall be made on the Periodic Distribution Date that is at least thirty (30) days after the Disputed Claim becomes an Allowed Claim.

(b) Special Rules for Distributions to Holders of Disputed Claims

Notwithstanding anything in the Plan to the contrary, and except as otherwise agreed to by the relevant parties, no partial payments and no partial distributions shall be made with respect to a Disputed Claim until all such disputes in connection with such Disputed Claim have been resolved by settlement or Final Order. In the event that there are Disputed Claims requiring adjudication and resolution, the Reorganized Debtors shall establish appropriate reserves for potential payment of such Claims pursuant to Article VIII of the Plan.

3. Delivery and Distributions and Undeliverable or Unclaimed Distributions

(a) Record Date for Distributions

On the Distribution Record Date, the Claims Register shall be closed and any party responsible for making distributions shall instead be authorized and entitled to recognize only those Holders of Claims listed on the Claims Register as of the close of business on the Distribution Record Date. If a Claim is transferred twenty (20) or fewer

days before the Distribution Record Date, the Distribution Agent shall make distributions to the transferee only to the extent practical and, in any event, only if the relevant transfer form contains an unconditional and explicit certification and waiver of any objection to the transfer by the transferor.

(b) Special Rules for Distributions to Holders of Disputed Claims

Except as otherwise provided in the Plan, the Debtors or the Reorganized Debtors, as applicable, shall make distributions to Holders of Allowed Claims at the address for each such Holder as indicated on the Debtors' records as of the date of any such distribution; provided, however, that the manner of such distributions shall be determined at the discretion of the Debtors or the Reorganized Debtors, as applicable; and provided further, that the address for each Holder of an Allowed Claim shall be deemed to be the address set forth in any Proof of Claim Filed by that Holder.

(c) Distributions by Distribution Agent

The Debtors and the Reorganized Debtors, as applicable, shall have the authority, in their sole discretion, to enter into agreements with one or more Distribution Agents to facilitate the distributions required under the Plan. As a condition to serving as a Distribution Agent, a Distribution Agent must (i) affirm its obligation(s) to facilitate the prompt distribution of any documents, (ii) affirm its obligation to facilitate the prompt distribution of any recoveries or distributions required under the Plan and (iii) waive any right or ability to setoff, deduct from or assert any lien or encumbrance against the distributions required under the Plan that are to be distributed by such Distribution Agent.

The Debtors or the Reorganized Debtors, as applicable, shall pay to the Distribution Agents all reasonable and documented fees and expenses of the Distribution Agents without the need for any approvals, authorizations, actions or consents. The Distribution Agents shall submit detailed invoices to the Debtors or the Reorganized Debtors, as applicable, for all fees and expenses for which the Distribution Agent seeks reimbursement and the Debtors or the Reorganized Debtors, as applicable, shall pay those amounts that they, in their sole discretion, deem reasonable, and shall object in writing to those fees and expenses, if any, that the Debtors or the Reorganized Debtors, as applicable, deem to be unreasonable. In the event that the Debtors or the Reorganized Debtors, as applicable, object to all or any portion of the amounts requested to be reimbursed in a Distribution Agent's invoice, the Debtors or the Reorganized Debtors, as applicable, and such Distribution Agent shall endeavor, in good faith, to reach mutual agreement on the amount of the appropriate payment of such disputed fees and/or expenses. In the event that the Debtors or the Reorganized Debtors, as applicable, and a Distribution Agent are unable to resolve any differences regarding disputed fees or expenses, either party shall be authorized to move to have such dispute heard by the Bankruptcy Court.

The Distribution Agents, and their respective agents, employees, officers, directors, professionals, attorneys, accountants, advisors, representatives and principals (collectively, the "**Indemnified Parties**") shall be indemnified and held harmless by the Debtors and the Reorganized Debtors, to the fullest extent permitted by law for any losses, claims, damages, liabilities and expenses, including, without limitation, reasonable attorneys' fees, disbursements and related expenses which the Indemnified Parties may incur or to which the Indemnified Parties may become subject in connection with any action, suit, proceeding or investigation brought or threatened against one or more of the Indemnified Parties on account of the acts or omissions of the Distribution Agents solely in their capacity as such; provided, however, that the Debtors and the Reorganized Debtors shall not be liable to indemnify any Indemnified Party for any act or omission constituting gross negligence, fraud and/or reckless, intentional or willful misconduct. The foregoing indemnity in respect of any Indemnified Party shall survive the termination of such Indemnified Party from the capacity for which they are indemnified.

(d) Minimum Distributions

Notwithstanding anything in the Plan to the contrary, the Reorganized Debtors shall not be required to make distributions or payments of less than $10.00 (whether Cash or otherwise) and shall not be required to make partial distributions or payments of fractions of dollars. Whenever any payment or distribution of a fraction of a dollar under the Plan would otherwise be called for, the actual payment or distribution will reflect a rounding of such fraction to the nearest whole dollar (up or down), with half dollars or less being rounded down.

No Distribution Agent shall have any obligation to make a distribution on account of an Allowed Claim if: (i) the aggregate amount of all distributions authorized to be made on the Periodic Distribution Date in question is or has an economic value less than $10,000.00, unless such distribution is a final distribution; or (ii) the amount to be distributed to the specific Holder of an Allowed Claim on such Periodic Distribution Date does not constitute a final distribution to such Holder and is or has an economic value less than $10.00, which shall be treated as an undeliverable distribution under Article VII.C. of the Plan.

(e) Undeliverable Distributions

Holding of Certain Undeliverable Distributions. If any distribution to a Holder of an Allowed Claim made in accordance herewith is returned to the Reorganized Debtors (or the Distribution Agent) as undeliverable, no further distributions shall be made to such Holder unless and until the Reorganized Debtors (or the Distribution Agent) is notified in writing of such Holder's then current address, at which time all currently due missed distributions shall be made to such Holder on the next Periodic Distribution Date. Undeliverable distributions shall remain in the possession of the Reorganized Debtors, subject to Article VII.C. of the Plan, until such time as any such distributions become deliverable. Undeliverable distributions shall not be entitled to any additional interest, dividends or other accruals of any kind on account of their distribution being undeliverable.

Failure to Claim Undeliverable Distributions. No later than 210days after the Effective Date, the Reorganized Debtors shall File with the Bankruptcy Court a list of the Holders of undeliverable distributions. This list shall be maintained and updated periodically in the sole discretion of the Reorganized Debtors for as long as the Chapter 11 Cases remain open. Any Holder of an Allowed Claim, irrespective of when a Claim becomes an Allowed Claim, that does not notify the Reorganized Debtors of such Holder's then current address in accordance herewith within the latest of (i) one year after the Effective Date, (ii) 60 days after the attempted delivery of the undeliverable distribution and (iii) 180 days after the date such Claim becomes an Allowed Claim, shall have its Claim for such undeliverable distribution discharged and shall be forever barred, estopped and enjoined from asserting any such Claim against the Reorganized Debtors or their property. In such cases, (i) any Cash or Equity Interest held for distribution on account of Allowed Claims shall be redistributed to Holders of Allowed Claims in the applicable Class on the next Periodic Distribution Date and (ii) any Cash held for distribution to other creditors shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code and become property of the Reorganized Debtors, free of any Claims of such Holder with respect thereto. Nothing contained in the Plan shall require the Reorganized Debtors to attempt to locate any Holder of an Allowed Claim.

Failure to Present Checks. Checks issued by the Distribution Agent on account of Allowed Claims shall be null and void if not negotiated within 180 days after the issuance of such check. In an effort to ensure that all Holders of Allowed Claims receive their allocated distributions, no later than 180 days after the issuance of such checks, the Reorganized Debtors shall File with the Bankruptcy Court a list of the Holders of any un-negotiated checks. This list shall be maintained and updated periodically in the sole discretion of the Reorganized Debtors for as long as the Chapter 11 Cases stay open. Requests for reissuance of any check shall be made directly to the Distribution Agent by the Holder of the relevant Allowed Claim with respect to which such check originally was issued. Any Holder of an Allowed Claim holding an un-negotiated check that does not request reissuance of such un-negotiated check within 240 days after the date of mailing or other delivery of such check shall have its Claim for such un-negotiated check discharged and be forever barred, estopped and enjoined from asserting any such Claim against the Reorganized Debtors or their property. In such cases, any Cash held for payment on account of such Claims shall be property of the Reorganized Debtors, free of any Claims of such Holder with respect thereto. Nothing contained in the Plan shall require the Reorganized Debtors to attempt to locate any Holder of an Allowed Claim.

4. Compliance with Tax Requirements/Allocations

In connection with the Plan, to the extent applicable, the Reorganized Debtors shall comply with all tax withholding and reporting requirements imposed on them by any governmental unit, and all distributions pursuant to the Plan shall be subject to such withholding and reporting requirements. Notwithstanding anything in the Plan to the contrary, the Reorganized Debtors and the Distribution Agent shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including liquidating a portion of the

distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information necessary to facilitate such distributions or establishing any other mechanisms they believe are reasonable and appropriate. The Reorganized Debtors reserve the right to allocate all distributions made under the Plan in compliance with all applicable wage garnishments, alimony, child support and other spousal awards, liens and encumbrances. For tax purposes, distributions in full or partial satisfaction of Allowed Claims shall be allocated first to the principal amount of Allowed Claims, with any excess allocated to unpaid interest that accrued on such Claims.

5. Timing and Calculation of Amounts to be Distributed

On the Initial Distribution Date with respect to each Class (or if a Claim is not an Allowed Claim on the Effective Date, on the date that such a Claim becomes an Allowed Claim, or as soon as reasonably practicable thereafter), each Holder of an Allowed Claim against the Debtors shall receive the full amount of the distributions that the Plan provides for Allowed Claims in the applicable Class; provided, however, that distributions on account of General Unsecured Claims that become Allowed Claims before the Effective Date maybe paid on the Effective Date. If and to the extent that there are Disputed Claims, distributions on account of any such Disputed Claims shall be made pursuant to the provisions set forth in the applicable class treatment or in Article VI of the Plan. Except as otherwise provided in the Plan, Holders of Claims shall not be entitled to interest, dividends or accruals on the distributions provided for in the Plan, regardless of whether such distributions are delivered on or at any time after the Effective Date.

6. Setoffs

The Debtors and the Reorganized Debtors may withhold (but not setoff except as set forth below) from the distributions called for under the Plan on account of any Allowed Claim an amount equal to any claims, equity interests, rights and Causes of Action of any nature that the Debtors or the Reorganized Debtors may hold against the Holder of any such Allowed Claim. In the event that any such claims, equity interests, rights and Causes of Action of any nature that the Debtors or the Reorganized Debtors may hold against the Holder of any such Allowed Claim are adjudicated by Final Order or otherwise resolved, the Debtors may, pursuant to section 553 of the Bankruptcy Code or applicable non-bankruptcy law, set off against any Allowed Claim and the distributions to be made pursuant to the Plan on account of such Allowed Claim (before any distribution is made on account of such Allowed Claim), the amount of any adjudicated or resolved claims, equity interests, rights and Causes of Action of any nature that the Debtors or the Reorganized Debtors may hold against the Holder of any such Allowed Claim, but only to the extent of such adjudicated or resolved amount. Neither the failure to effect such a setoff nor the allowance of any Claim under the Plan shall constitute a waiver or release by the Debtors or the Reorganized Debtors of any such claims, equity interests, rights and Causes of Action that the Debtors or the Reorganized Debtors may possess against any such Holder, except as specifically provided in the Plan.

D. PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED AND DISPUTED CLAIMS

1. Resolution of Disputed Claims

(a) Allowance of Claims

After the Effective Date, the Reorganized Debtors shall have and shall retain any and all rights and defenses that the Debtors had with respect to any Claim, except with respect to any Claim deemed Allowed under the Plan. Except as expressly provided in the Plan or in any order entered in the Chapter 11 Cases prior to the Effective Date (including, without limitation, the Confirmation Order), no Claim shall become an Allowed Claim unless and until such Claim is deemed Allowed under the Plan or the Bankruptcy Code or the Bankruptcy Court has entered a Final Order, including, without limitation, the Confirmation Order, in the Chapter 11 Case allowing such Claim. All settled claims approved prior to the Effective Date pursuant to a Final Order of the Bankruptcy Court pursuant to Bankruptcy Rule 9019 or otherwise shall be binding on all parties.

(b) Prosecution of Objection to Claims

After the Confirmation Date but before the Effective Date, the Debtors, and after the Effective Date until the Claims Objection Bar Date, the Reorganized Debtors shall have the exclusive authority to File objections to Claims, settle, compromise, withdraw or litigate to judgment objections to any and all Claims, regardless of whether such Claims are in a Class or otherwise. From and after the Effective Date, the Reorganized Debtors may settle or compromise any Disputed Claim without any further notice to or action, order or approval of the Bankruptcy Court. The Reorganized Debtors shall have the sole authority to administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order or approval of the Bankruptcy Court. With respect to all Tort Claims, an objection is deemed to have been Filed timely, thus making each such Claim a Disputed Claim as of the Claims Objection Bar Date. Each such Tort Claim shall remain a Disputed Claim unless and until it becomes an Allowed Claim.

(c) Claims Estimation

After the Confirmation Date, but before the Effective Date, the Debtors, and after the Effective Date, the Reorganized Debtors may, at any time, request that the Bankruptcy Court estimate (i) any Disputed Claim pursuant to applicable law and (ii) any contingent or unliquidated Claim pursuant to applicable law, including, without limitation, section 502(c) of the Bankruptcy Code, regardless of whether the Debtors or the Reorganized Debtors have previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction under 28 U.S.C. §§ 157 and 1334 to estimate any Disputed Claim, contingent Claim or unliquidated Claim, including during the litigation concerning any objection to any Claim or during the pendency of any appeal relating to any such objection.

Notwithstanding anything in the Plan to the contrary, a Claim that has been expunged from the Claims Register but that is subject to appeal or has not been the subject of a Final Order, shall be deemed to be estimated at zero dollars, unless otherwise ordered by the Bankruptcy Court.

(d) Expungement or Adjustment of Claims

Any Claim that has been paid, satisfied or superseded may be expunged on the Claims Register by the Reorganized Debtors, and any Claim that has been amended may be adjusted thereon by the Reorganized Debtors, in both cases without a claims objection having to be Filed and without any further notice to or action, order or approval of the Bankruptcy Court.

(e) Deadline to File Objections to Claims

Any objections to Claims shall be Filed no later than the Claims Objection Bar Date.

2. Disallowance of Claims

All Claims of any Entity from which property is sought by the Debtors or the Reorganized Debtors under sections 542, 543, 550 or 553 of the Bankruptcy Code or that the Debtors or the Reorganized Debtors allege is a transferee of a transfer that is avoidable under sections 522(f), 522(h), 544, 545, 547, 548, 549 or 724(a) of the Bankruptcy Code shall be disallowed if (a) the Entity, on the one hand, and the Debtors or the Reorganized Debtors, on the other hand, agree or the Bankruptcy Court has determined by Final Order that such Entity or transferee is liable to turnover any property or monies under any of the aforementioned sections of the Bankruptcy Code and (b) such Entity or transferee has failed to turnover such property by the date set forth in such agreement or Final Order.

EXCEPT AS OTHERWISE AGREED, ANY AND ALL PROOFS OF CLAIM FILED AFTER THE APPLICABLE CLAIMS BAR DATE SHALL BE DEEMED DISALLOWED AND EXPUNGED AS OF THE EFFECTIVE DATE WITHOUT ANY FURTHER NOTICE TO OR ACTION, ORDER OR APPROVAL OF THE BANKRUPTCY COURT, AND HOLDERS OF SUCH CLAIMS MAY NOT RECEIVE ANY DISTRIBUTIONS ON ACCOUNT OF SUCH CLAIMS, UNLESS SUCH LATE PROOF

OF CLAIM IS DEEMED TIMELY FILED BY A BANKRUPTCY COURT ORDER ON OR BEFORE THE LATER OF (A) THE CONFIRMATION HEARING AND (B) 45 DAYS AFTER THE APPLICABLE CLAIMS BAR DATE.

3. Amendment to Claims

On or after the Effective Date, except as otherwise provided in the Plan, a Claim may not be Filed or amended without the prior authorization of the Bankruptcy Court or the Reorganized Debtors, and, to the extent such prior authorization is not received, any such new or amended Claim Filed shall be deemed disallowed and expunged without any further notice to or action, order or approval of the Bankruptcy Court.

E. CONDITIONS PRECEDENT TO CONFIRMATION AND CONSUMMATION OF THE PLAN

1. Conditions Precedent to Confirmation

It shall be a condition to Confirmation of the Plan that all provisions, terms and conditions set forth in the Plan are approved in the Confirmation Order.

2. Conditions Precedent to Consummation

It shall be a condition to Consummation of the Plan that the following conditions shall have been satisfied or waived pursuant to the provisions of Article VIII of the Plan:

- The Plan and all Plan Supplement documents, including any amendments, modifications or supplements thereto, shall be reasonably acceptable to the Debtors.

- The Confirmation Order shall have been entered and become a Final Order in a form and in substance reasonably satisfactory to the Debtors. The Confirmation Order shall provide that, among other things, the Debtors or the Reorganized Debtors, as appropriate, are authorized and directed to take all actions necessary or appropriate to consummate the Plan, including, without limitation, entering into, implementing and consummating the contracts, instruments, releases, leases, indentures and other agreements or documents created in connection with or described in the Plan.

- All documents and agreements necessary to implement the Plan shall have (a) been tendered for delivery and (b) been affected or executed. All conditions precedent to all such documents and agreements shall have been satisfied or waived pursuant to the terms of such documents or agreements.

- All actions, documents, certificates and agreements necessary to implement the Plan shall have been effected or executed and delivered to the required parties and, to the extent required, Filed with the applicable governmental units in accordance with applicable laws.

3. Waiver of Conditions

The conditions to Confirmation of the Plan and to Consummation of the Plan set forth in Article **IX** of the Plan may be waived by the Debtors without notice, leave or order of the Bankruptcy Court or any formal action other than proceeding to confirm or consummate the Plan.

4. Effect of Non-Occurrence of Conditions to Consummation

If the Consummation of the Plan does not occur, the Plan shall be null and void in all respects and nothing contained in the Plan or the Disclosure Statement shall: (a) constitute a waiver or release of any claims by or Claims against or Equity Interests in the Debtors; (b) prejudice in any manner the rights of the Debtors, any Holders or any other Entity; or (c) constitute an admission, acknowledgment, offer or undertaking by the Debtors, any Holders or

any other Entity in any respect.

F. SETTLEMENT, RELEASE AND RELATED PROVISIONS

1. Compromise and Settlement

Notwithstanding anything in the Plan to the contrary, the allowance, classification and treatment of all Allowed Claims and their respective distributions and treatments under the Plan are to be considered having taken into account and conform to the relative priority and rights of the Claims and the Equity Interests in each Class in connection with any contractual, legal and equitable subordination rights relating thereto whether arising under general principles of equitable subordination, sections 510(b) and (c) of the Bankruptcy Code or otherwise. As of the Effective Date, any and all such rights described in the preceding sentence are settled, compromised and released pursuant to the Plan. The Confirmation Order will constitute the Bankruptcy Court's finding and determination that the settlements reflected in the Plan are: (a) in the best interests of the Debtors, their estates and all Holders of Claims; (b) fair, equitable and reasonable; (c) made in good faith; and (d) approved by the Bankruptcy Court pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019.

In accordance with the provisions of the Plan and pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019, without any further notice to or action, order or approval of the Bankruptcy Court, after the Effective Date (a) the Reorganized Debtors may, in their sole and absolute discretion, compromise and settle Claims against it and (b) the Reorganized Debtors may, in their sole and absolute discretion, compromise and settle Causes of Action against other Entities.

2. Preservation of Rights of Action

(a) Maintenance of Causes of Action

Except as otherwise provided in the Plan or Confirmation Order, after the Effective Date, the Reorganized Debtors 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, in any adversary proceeding Filed in the Chapter 11 Cases.

(b) Preservation of All Causes of Action Not Expressly Settled or Released

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). In addition, the Debtors and the Reorganized Debtors expressly reserve the right to pursue or adopt any claims alleged in any lawsuit in which the Debtors are a plaintiff, defendant or an interested party, against any Entity, including, without limitation, the plaintiffs or codefendants in such lawsuits.

G. BINDING NATURE OF THE PLAN

THE PLAN SHALL BIND ALL HOLDERS OF CLAIMS AGAINST AND EQUITY INTERESTS IN THE DEBTORS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NOTWITHSTANDING WHETHER OR NOT SUCH HOLDER (A) WILL RECEIVE OR RETAIN ANY PROPERTY OR INTEREST IN PROPERTY UNDER THE PLAN, (B) HAS FILED A PROOF OF CLAIM OR INTEREST IN THE CHAPTER 11

CASE OR (C) FAILED TO VOTE TO ACCEPT OR REJECT THE PLAN OR VOTED TO REJECT THE PLAN.

IV. CONFIRMATION AND CONSUMMATION PROCEDURES

A. Solicitation of Votes

The process by which the Debtors will solicit votes to accept or reject the Plan is summarized in Disclosure Statement Motion.

PLEASE REFER TO THE PROCEDURES MOTION FOR MORE INFORMATION REGARDING VOTING REQUIREMENTS TO ENSURE THAT VOTES ARE PROPERLY AND TIMELY SUBMITTED SUCH THAT THEY ARE COUNTED AS VOTES TO ACCEPT OR REJECT THE PLAN.

B. Confirmation Procedures

1. Confirmation Hearing

The Confirmation Hearing will commence at 9:30 a.m. prevailing Pacific Time on June 19, 2013. It is anticipated that the Confirmation Hearing will continue to June 20, 2013, beginning at 9:30 a.m. prevailing Pacific Time.

The Plan Objection Deadline is 5:00 p.m., prevailing Pacific Time on May 13, 2013.

All Plan objections must be filed with the Bankruptcy Court and served on the Debtors and certain other parties in accordance with the Disclosure Statement Order on or before the Plan Objection Deadline.

THE BANKRUPTCY COURT WILL NOT CONSIDER PLAN OBJECTIONS UNLESS THEY ARE TIMELY SERVED AND FILED IN COMPLIANCE WITH THE DISCLOSURE STATEMENT ORDER.

2. Confirmation Hearing Notice

Following the Disclosure Statement Hearing, the Debtors will serve the Confirmation Hearing Notice on all of the Debtors' creditors, parties in interest and parties which have requested notice pursuant to Bankruptcy Rule 2002, which will contain, among other things, the Plan Objection Deadline, the Voting Deadline and the date that the Confirmation Hearing is scheduled to commence.

3. Filing Objections to the Plan

All objections, if any, must (a) be made in writing, (b) conform to the Bankruptcy Rules and the Local Rules for the District of Nevada and (c) be filed, contemporaneously with a proof of service, with the Bankruptcy Court and served so that they are **actually received** on or before the Plan Objection Deadline by each of the parties listed in the table below:

Name:	**Contact Information:**
Debtors' counsel	The Schwartz Law Firm, Inc. Attn: Samuel A. Schwartz, Esq. 6623 Las Vegas Blvd. South, Suite 300 Las Vegas, Nevada 89119 Fax: (702) 385-2741

C. STATUTORY REQUIREMENTS FOR CONFIRMATION OF THE PLAN

At the Confirmation Hearing, the Bankruptcy Court will determine whether the Plan satisfies the requirements of section 1129 of the Bankruptcy Code. The Debtors believe that: (i) the Plan satisfies or will satisfy all of the statutory requirements of chapter 11 of the Bankruptcy Code; (ii) it has complied or will have complied with all of the requirements of chapter 11 of the Bankruptcy Code; and (iii) the Plan has been proposed in good faith. Specifically, the Debtors believe that the Plan satisfies or will satisfy the applicable Confirmation requirements of section 1129 of the Bankruptcy Code set forth below:

- The Plan complies with the applicable provisions of the Bankruptcy Code;
- The Debtors, as the Plan proponent, will have complied with the applicable provisions of the Bankruptcy Code;
- The Plan has been proposed in good faith and not by any means forbidden by law;
- Any payment made or promised under the Plan for services or for costs and expenses in, or in connection with, the Chapter 11 Cases, or in connection with the Plan and incident to the Chapter 11 Cases, has been disclosed to the Bankruptcy Court, and any such payment: (a) made before the Confirmation of the Plan is reasonable; or (b) is subject to the approval of the Bankruptcy Court as reasonable, if it is to be fixed after Confirmation of the Plan;
- Either each Holder of an Impaired Claim has accepted the Plan, or will receive or retain under the Plan on account of such Claim, property of a value, as of the Effective Date of the Plan, that is not less than the amount that such Holder would receive or retain if the Debtors were liquidated on that date under chapter 7 of the Bankruptcy Code, including pursuant to section 1129(b) of the Bankruptcy Code;
- Each Class of Claims that is entitled to vote on the Plan has either accepted the Plan or is not Impaired under the Plan, or the Plan can be confirmed without the approval of such voting Class pursuant to section 1129(b) of the Bankruptcy Code;
- Except to the extent that the Holder of a particular Claim will agree to a different treatment of its Claim, the Plan provides that Administrative Claims and Other Priority Claims will be paid in full on the Effective Date, or as soon thereafter as is reasonably practicable;
- At least one Class of Impaired Claims has accepted the Plan, determined without including any acceptance of the Plan by any insider holding a Claim in that Class;
- Confirmation of the Plan is not likely to be followed by the liquidation or the need for further financial reorganization of the Debtors or any successors thereto under the Plan, unless the Plan contemplates such liquidation or reorganization;
- The Debtors have paid the required filing fees pursuant to 28 U.S.C. § 1930 to the clerk of the Bankruptcy Court; and
- In addition to the filing fees paid to the clerk of the Bankruptcy Court, the Debtors will pay quarterly fees no later than the last day of the calendar month, following the calendar quarter for which the fee is owed in the Debtors' Chapter 11 Cases for each quarter (including any fraction thereof), to the Office of the U.S. Trustee, until the case is converted or dismissed, whichever occurs first.

1. Best Interests of Creditors Test/Liquidation Analysis

Often called the "best interests" test, section 1129(a)(7) of the Bankruptcy Code requires that a bankruptcy

court find, as a condition to confirmation, that a chapter 11 plan provides, with respect to each class, that each holder of a claim or an equity interest in such class either (a) has accepted the plan or (b) will receive or retain under the plan property of a value, as of the effective date of the plan, that is not less than the amount that such holder would receive or retain if the debtors are liquidated under chapter 7 of the Bankruptcy Code. To make these findings, the bankruptcy court must: (a) estimate the Cash liquidation proceeds that a chapter 7 trustee would generate if the debtors' Chapter 11 Cases were converted to chapter 7 cases and the assets of such debtors' estates were liquidated; (b) determine the liquidation distribution that each non-accepting holder of a claim or an equity interest would receive from such liquidation proceeds under the priority scheme dictated in chapter 7; and (c) compare such holder's liquidation distribution to the distribution under the plan that such holder would receive, if the plan were confirmed.

In chapter 7 cases, unsecured creditors and equity interest holders of a debtor are paid from available assets generally in the following order, with no junior class receiving any payments until all amounts due to senior classes have been paid fully or any such payment is provided for: (a) holders of secured claims (to the extent of the value of their collateral); (b) holders of priority claims; (c) holders of unsecured claims; (d) holders of debt expressly subordinated by its terms or by order of the bankruptcy court; and (e) holders of equity interests.

Accordingly, the Cash amount that would be available for satisfaction of Claims (other than Secured Claims) would consist of the proceeds resulting from the disposition of the unencumbered assets of the Debtors, augmented by the unencumbered Cash held by the Debtors at the time of the commencement of the liquidation. Such Cash would be reduced by the amount of the costs and expenses of the liquidation and by such additional administrative and priority claims that may result from termination of the Debtors' businesses and the use of chapter 7 for purposes of liquidation.

The Debtors believe that confirmation of the Plan will provide each Holder of an Allowed Claim with a greater recovery than the value of any distributions if the Chapter 11 Cases was converted to a case under chapter 7 of the Bankruptcy Code because, among other reasons, the Debtors do not own any significant, tangible assets which could be liquidated. Specifically, the Debtors' intended management and eventual sale of many of its Assets will pay all creditors in full. Conversely, in a chapter 7 liquidation, the Debtors would be subject to the fees and expenses of a chapter 7 trustee, which would likely further reduce Cash available for distribution. In addition, distributions in chapter 7 cases may not occur for a longer period of time than distributions under the Plan, thereby reducing the present value of such distributions. In this regard, it is possible that distribution of the proceeds from liquidation could be delayed for a significant period, while the chapter 7 trustee and its advisors become knowledgeable about, among other things, the Chapter 11 Cases and the Claims against the Debtors. As set forth in the Liquidation Analysis, Holders of Equity Interests may not receive any recovery under a chapter 7 liquidation, so the Plan satisfies the requirements of section 1129(a)(7) of the Bankruptcy Code with respect to such Classes.

2. Feasibility

Section 1129(a) (11) of the Bankruptcy Code requires that the Bankruptcy Court find that confirmation is not likely to be followed by the liquidation of the Reorganized Debtors or the need for further financial reorganization, unless the Plan contemplates such liquidation. For purposes of demonstrating that the Plan meets this "feasibility" standard, the Debtors have analyzed the ability of the Reorganized Debtors to meet their obligations under the Plan and to retain sufficient liquidity and capital resources to conduct its business.

The Debtors believe that the Plan meets the feasibility requirement set forth in section 1129(a) (11) of the Bankruptcy Code. Therefore, confirmation is not likely to be followed by liquidation or the need for further financial reorganization of the Debtors or any successor under the Plan. In connection with the development of the Plan and for the purposes of determining whether the Plan satisfies this feasibility standard, the Debtors analyzed their ability to satisfy their financial obligations while maintaining sufficient liquidity and capital resources.

3. Acceptance by Impaired Classes

The Bankruptcy Code requires, as a condition to confirmation, that, except as described in the following section, each class of claims or equity interests that is impaired under a plan, accept the plan. A class that is not "impaired" under a plan is deemed to have accepted the plan and, therefore, solicitation of acceptances with respect

to such class is not required. A class is "impaired" unless the plan: (a) leaves unaltered the legal, equitable and contractual rights to which the claim or the equity interest entitles the holder of such claim or equity interest; (b) cures any default and reinstates the original terms of such obligation; or (c) provides that, on the consummation date, the holder of such claim or equity interest receives Cash equal to the allowed amount of that claim or, with respect to any equity interest, any fixed liquidation preference to which the holder of such equity interest is entitled to any fixed price at which the Debtors may redeem the security of.

Section 1126(c) of the Bankruptcy Code defines acceptance of a plan by a class of impaired claims as acceptance by holders of at least two-thirds in dollar amount and more than one-half in number of claims in that class, but for that purpose counts only those who actually vote to accept or to reject the plan. Thus, a class of claims will have voted to accept the plan, only if two-thirds in amount and a majority in number voting actually cast their ballots in favor of acceptance.

Claims in Classes 2, 4, 5 and 6 are Impaired under the Plan, and as a result, the Holders of Claims in such Classes are entitled to vote on the Plan. Pursuant to section 1129 of the Bankruptcy Code, the Holders of Claims in the Voting Classes must accept the Plan for the Plan to be confirmed without application of the "fair and equitable test" to such Classes, and without considering whether the Plan "discriminates unfairly" with respect to such Classes, as both standards are described herein. As stated above, Classes of Claims will have accepted the Plan if the Plan is accepted by at least two-thirds in amount and a majority in number of the Claims of each such Class (other than any Claims of creditors designated under section 1126(e) of the Bankruptcy Code) that have voted to accept or reject the Plan.

4. Confirmation Without Acceptance by All Impaired Classes

Section 1129(b) of the Bankruptcy Code allows a bankruptcy court to confirm a plan even if all impaired classes entitled to vote on the plan have not accepted it, provided that the plan has been accepted by at least one impaired class. Pursuant to section 1129(b) of the Bankruptcy Code, notwithstanding an impaired class's rejection or deemed rejection of the plan, such plan will be confirmed, at the plan proponent's request, in a procedure commonly known as "cram down," so long as the plan does not "discriminate unfairly" and is "fair and equitable" with respect to each class of claims or equity interests that is impaired under, and has not accepted, the plan.

5. No Unfair Discrimination

This test applies to classes of claims or equity interests that are of equal priority and are receiving different treatment under the Plan. The test does not require that the treatment be the same or equivalent for all such classes, but that such treatment be "fair." In general, bankruptcy courts consider whether a plan discriminates unfairly in its treatment of classes of claims of equal rank (e.g., classes of the same legal character). Bankruptcy courts will take into account a number of factors in determining whether a plan discriminates unfairly, and, accordingly, a plan could treat two classes of unsecured creditors differently without unfairly discriminating against either class.

6. Fair and Equitable Test

This test applies to classes of different priority and status (*e.g.*, secured versus unsecured) and includes the general requirement that no class of claims receive more than 100% of the amount of the allowed claims in such class. As to the dissenting class, the test sets different standards depending on the type of claims or equity interests in such class:

- Secured Claims. The condition that a plan be "fair and equitable" to a non-accepting class of secured claims includes the requirements that: (a) the holders of such secured claims retain the liens securing such claims to the extent of the allowed amount of the claims, whether the property subject to the liens is retained by the debtors or transferred to another entity under the plan; and (b) each holder of a secured claim in the class receives deferred Cash payments totaling at least the allowed amount of such claim with a present value, as of the effective date of the plan, at least equivalent to the value of the secured claimant's interest in the Debtors' property subject to the liens.

- Unsecured Claims. The condition that a plan be "fair and equitable" to a non-accepting class of unsecured claims includes the following requirement that either: (a) the plan provides that each holder of a claim of such class receive or retain on account of such claim property of a value, as of the effective date of the plan, equal to the allowed amount of such claim; or (b) the holder of any claim or any equity interest that is junior to the claims of such class will not receive or retain under the plan on account of such junior claim or junior equity interest any property.

- Equity Interests. The condition that a plan be "fair and equitable" to a non-accepting class of equity interests includes the requirements that either:

  - the plan provides that each holder of an equity interest in that class receives or retains under the plan on account of that equity interest property of a value, as of the effective date of the plan, equal to the greater of: (a) the allowed amount of any fixed liquidation preference to which such holder is entitled; (b) any fixed redemption price to which such holder is entitled; or (c) the value of such interest; or

  - if the class does not receive the amount required in the paragraph directly above, no class of equity interests junior to the non-accepting class may receive a distribution under the plan.

To the extent that any of the Voting Classes vote to reject the Plan, the Debtors still reserve the right to seek (a) Confirmation of the Plan under section 1129(b) of the Bankruptcy Code and/or (b) modify the Plan in accordance with Article XIII. B. of the Plan.

The Debtors do not believe that the Plan discriminates unfairly against any Impaired Class of Claims or Equity Interests. The Debtors believe that the Plan and the treatment of all Classes of Claims and Equity Interests under the Plan satisfy the foregoing requirements for nonconsensual Confirmation of the Plan.

D. CONSUMMATION OF THE PLAN

The Plan will be consummated on the Effective Date. For a more detailed discussion of the conditions precedent to consummation of the Plan and the impact of failure to meet such conditions, see Article IX of the Plan.

V. PLAN-RELATED RISK FACTORS

PRIOR TO VOTING TO ACCEPT OR REJECT THE PLAN, ALL HOLDERS OF CLAIMS THAT ARE IMPAIRED SHOULD READ AND CONSIDER CAREFULLY THE FACTORS SET FORTH HEREIN, AS WELL AS ALL OTHER INFORMATION SET FORTH OR OTHERWISE REFERENCED IN THIS DISCLOSURE STATEMENT. ALTHOUGH THESE RISK FACTORS ARE MANY, THESE FACTORS SHOULD NOT BE REGARDED AS CONSTITUTING THE ONLY RISKS PRESENT IN CONNECTION WITH THE DEBTORS' BUSINESSES OR THE PLAN AND ITS IMPLEMENTATION.

A. CERTAIN BANKRUPTCY LAW CONSIDERATIONS

1. Parties-in-Interest May Object to the Debtors' Classification of Claims and Equity Interests.

Section 1122 of the Bankruptcy Code provides that a plan may place a claim or an equity interest in a particular class only if such claim or equity interest is substantially similar to the other claims or equity interests in such class. The Debtors believe that the classification of Claims and Equity Interests under the Plan complies with the requirements set forth in the Bankruptcy Code because the Debtors created Classes of Claims and Equity Interests, each encompassing Claims or Equity Interests, as applicable, that are substantially similar to the other Claims and Equity Interests in each such Class. Nevertheless, there can be no assurance that the Bankruptcy Court will reach the same conclusion.

2. The Debtors May Fail to Satisfy the Vote Requirement

If votes are received in number and amount sufficient to enable the Bankruptcy Court to confirm the Plan, the Debtors intend to seek, as promptly as practicable thereafter, Confirmation of the Plan. In the event that sufficient votes are not received, the Debtors may seek to accomplish an alternative Chapter 11 plan. There can be no assurance that the terms of any such alternative Chapter 11 plan would be similar or as favorable to the Holders of Allowed Claims as those proposed in the Plan.

3. The Debtors May Not Be Able to Secure Confirmation of the Plan

Section 1129 of the Bankruptcy Code sets forth the requirements for confirmation of a chapter 11 plan and requires, among other things, findings by the bankruptcy court that: (a) such plan "does not unfairly discriminate" and is "fair and equitable" with respect to any non-accepting classes; (b) confirmation of such plan is not likely to be followed by a liquidation or a need for further financial reorganization unless such liquidation or reorganization is contemplated by the plan; and (c) the value of distributions to non-accepting Holders of Claims within a particular class under such plan will not be less than the value of distributions such holders would receive if the debtors were liquidated under chapter 7 of the Bankruptcy Code.

There can be no assurance that the requisite acceptances to confirm the Plan will be received. Even if the requisite acceptances are received, there can be no assurance that the Bankruptcy Court will confirm the Plan. A non-accepting Holder of an Allowed Claim might challenge either the adequacy of this Disclosure Statement or whether the balloting procedures and voting results satisfy the requirements of the Bankruptcy Code or Bankruptcy Rules. Even if the Bankruptcy Court determined that the Disclosure Statement, the balloting procedures and voting results were appropriate, the Bankruptcy Court could still decline to confirm the Plan if it found that any of the statutory requirements for Confirmation had not been met, including the requirement that the terms of the Plan do not "unfairly discriminate" and are "fair and equitable" to non-accepting Classes.

Confirmation of the Plan is also subject to certain conditions as described in Articles IV and IX of the Plan. If the Plan is not confirmed, it is unclear what distributions, if any, Holders of Allowed Claims would receive with respect to their Allowed Claims.

The Debtors, subject to the terms and conditions of the Plan, reserve the right to modify the terms and conditions of the Plan as necessary for Confirmation. Any such modifications could result in less favorable treatment of any non-accepting Class, as well as any Classes junior to such non-accepting Class, than the treatment currently provided in the Plan. Such less favorable treatment could include a distribution of property to the Class affected by the modification of a lesser value than currently provided in the Plan or no distribution of property whatsoever under the Plan.

4. Nonconsensual Confirmation of the Plan May be Necessary

In the event that any impaired class of claims or equity interests does not accept a Chapter 11 plan, a bankruptcy court may nevertheless confirm such a plan at the proponents' request if at least one impaired class has accepted the plan (with such acceptance being determined without including the vote of any "insider" in such class), and, as to each impaired class that has not accepted the plan, the bankruptcy court determines that the plan "does not discriminate unfairly" and is "fair and equitable" with respect to the dissenting impaired classes. The Debtors believe that the Plan satisfies these requirements and the Debtors may request such nonconsensual Confirmation in accordance with subsection 1129(b) of the Bankruptcy Code. Nevertheless, there can be no assurance that the Bankruptcy Court will reach this conclusion.

5. The Debtors May Object to the Amount or Classification of a Claim

Except as otherwise provided in the Plan, the Debtors and Reorganized Debtors reserve the right to object to the amount or classification of any Claim under the Plan. The estimates set forth in this Disclosure Statement cannot be relied on by any Holder of a Claim where such Claim is subject to an objection. Thus, any Holder of a Claim that is subject to an objection thus may not receive its expected share of the estimated distributions described in this Disclosure Statement.

6. Risk of Non-Occurrence of the Effective Date

Although the Debtors believe that the Effective Date may occur quickly after the Confirmation Date, there can be no assurance as to such timing, or as to whether the Effective Date will, in fact, occur.

7. Contingencies Will Not Affect Votes of Impaired Classes to Accept or Reject the Plan

The distributions available to Holders of Allowed Claims under the Plan can be affected by a variety of contingencies, including, without limitation, whether the Bankruptcy Court orders certain Allowed Claims to be subordinated to other Allowed Claims. The occurrence of any and all such contingencies, which could affect distributions available to Holders of Allowed Claims under the Plan, will not affect the validity of the vote taken by the Impaired Classes to accept or reject the Plan or require any sort of revote by the Impaired Classes.

B. RISK FACTORS THAT MAY AFFECT RECOVERIES UNDER THE PLAN

1. The Debtors' Members Will Control the Reorganized Debtors

Consummation of the Plan will result in the Huertas owning all of the Reorganized Debtors' Equity Interests, thus giving the Huertas a controlling influence over the business and affairs of the Reorganized Debtors, if any.

2. Collections on the Judgment Against the Paulson Group

The payment of the unsecured claims of Nevada State Bank and the payment of general unsecured claims under the Debtors' Plan relies on the Debtors' ability to collect on the Judgment against the Paulson Group. As set forth above, the Paulson Group appealed the Decision and Judgment to the Bankruptcy Appellate Panel for the Ninth Circuit Court of Appeals (the "**BAP**") on November 15, 2012, and the Paulson Group recently filed their opening brief on March 4, 2013. All briefing for the Paulson Appeal will be completed on or before April 8, 2013. Although the Debtors believe they will prevail in the appeal, it is possible that the BAP may reverse or reduce the amount of the Judgment. If the BAP reverses or reduces the Judgment and there are insufficient funds to pay allowed general unsecured claims, the Debtors will pay allowed general unsecured claims the greater of: (i) recoveries from the Judgment; or (ii) the Debtors' projected disposable income of $1,000.00 per month during the 5 year period beginning after confirmation of the Plan.

The Paulson Group also each filed the Paulson Bankruptcy Cases on November 16, 2012. The Debtors are actively participating in the Paulson Bankruptcy Cases and recently filed an adversary proceeding against the Hugo Paulson, and his alter egos, objecting to the discharge of any debt owed to the Debtors arising from the Judgment. Separately, the Debtors filed motions to appoint a Chapter 11 Trustee and to transfer the venue of the Paulson Bankruptcy Cases to the United States Bankruptcy Court for the District of Nevada. On March 22, 2013, the United States Bankruptcy Court for the District of Arizona held hearings on the Debtors' motions to appoint a trustee and transfer venue in the Paulson Bankruptcy Cases. The court denied the Debtors' motion to transfer venue, without prejudice, and continued the motion to appoint a trustee to April 22, 2013, where the court will schedule an evidentiary hearing to consider appointing a trustee in the Paulson Bankruptcy Cases.

While the Debtors believe they will be successful in their collection efforts against the Paulson Group and are prosecuting their claims in the Paulson Bankruptcy Cases, there is a possibility the Debtors will not be able to collect the entire amount owed to the Debtors from the Judgment. If the Debtors collection efforts against the Paulson Group do not generate sufficient funds to pay allowed unsecured claims in full, the Debtors will pay allowed general unsecured claims the greater of: (i) recoveries from the Judgment; or (ii) the Debtors' projected disposable income of $1,000.00 per month during the 5 year period beginning after confirmation of the Plan.

3. Offset of Allowed Paulson Group Claims Against the Debtors

While the Debtors obtained the Judgment against the Paulson Group, the Debtors acknowledge the Paulson Group has asserted claims against the Debtors, some of which may be allowed claims. Specifically, the Paulson

Group asserts claims against the Debtors for the Waterstone Adversary, Savino Litigation and debts secured by the real property held by Pecan Street Plaza, LLC, an entity partially owned by the Paulson Group and partially owned by the Debtors. The Debtors believe their Judgment against the Paulson Group greatly exceeds any allowed claims the Paulson Group may have against the Debtors, and any allowed claims of the Paulson Group will be off set against the Judgment. Accordingly, the amount of the Judgment against the Paulson Group may be reduced by the allowed Paulson Group claims. The Debtors, however, believe that the amount of the Judgment, after accounting for any offset for allowed claims of the Paulson Group, will be sufficient to pay allowed unsecured claims in full.

C. RISKS ASSOCIATED WITH FORWARD LOOKING STATEMENTS

1. The Financial Information Contained Herein is Based on the Debtors' Books and Records and, Unless Otherwise Stated, No Audit Was Performed

The financial information contained in this Disclosure Statement has not been audited. In preparing this Disclosure Statement, the Debtors relied on financial data derived from their books and records that was available at the time of such preparation. Although the Debtors have used their reasonable business judgment to ensure the accuracy of the financial information provided in this Disclosure Statement, and while the Debtors believe that such financial information fairly reflects the financial condition of the Debtors, the Debtors are unable to warrant or represent that the financial information contained herein and attached hereto is without inaccuracies.

2. Financial Projections and Other Forward Looking Statements Are Not Assured, Are Subject to Inherent Uncertainty Due to the Numerous Assumptions Upon Which They Are Based and, as a result, Actual Results May Vary

This Disclosure Statement contains various projections concerning the financial results of the Reorganized Debtors' operations, including any financial projections, that are, by their nature, forward looking, and which projections are necessarily based on certain assumptions and estimates. Should any or all of these assumptions or estimates ultimately prove to be incorrect, the actual future experiences of the Reorganized Debtors may turn out to be different from the financial projections.

Specifically, the projected financial results contained in this Disclosure Statement reflect numerous assumptions concerning the anticipated future performance of the Reorganized Debtors, some of which may not materialize, including, without limitation, assumptions concerning: (a) the timing of Confirmation and Consummation of the Plan in accordance with its terms; (b) the anticipated future performance of the Reorganized Debtors, including, without limitation, the Debtors' ability to sell their Assets; (c) general business and economic conditions; and (d) overall performance and trends in the commercial real estate industry.

Due to the inherent uncertainties associated with projecting financial results generally, the projections contained in this Disclosure Statement will not be considered assurances or guarantees of the amount of funds or the amount of Claims that may be allowed in the various Classes. While the Debtors believe that the financial projections contained in this Disclosure Statement are reasonable, there can be no assurance that they will be realized.

D. DISCLOSURE STATEMENT DISCLAIMERS

1. The Information Contained Herein Is for Soliciting Votes Only

The information contained in this Disclosure Statement is for purposes of soliciting acceptances of the Plan and may not be relied upon for any other purpose.

2. This Disclosure Statement Was Not Approved by the Securities and Exchange Commission

This Disclosure Statement has not been filed with the Commission or any state regulatory authority. Neither the Commission nor any state regulatory authority has passed upon the accuracy or adequacy of this Disclosure Statement, or the exhibits or the statements contained herein, and any representation to the contrary is unlawful.

3. The Disclosure Statement Contains Forward Looking Statements

This Disclosure Statement contains "forward looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Such statements consist of any statement other than a recitation of historical fact and can be identified by the use of forward looking terminology such as "may," "expect," "anticipate," "estimate" or "continue" or the negative thereof or other variations thereon or comparable terminology. The reader is cautioned that all forward looking statements are necessarily speculative and there are certain risks and uncertainties that could cause actual events or results to differ materially from those referred to in such forward looking statements. The liquidation analysis, distribution projections and other information contained herein and attached hereto are estimates only, and the timing and amount of actual distributions to Holders of Allowed Claims may be affected by many factors that cannot be predicted. Therefore, any analyses, estimates or recovery projections may or may not turn out to be accurate.

4. No Legal or Tax Advice is Provided to You by this Disclosure Statement

This Disclosure Statement is not legal advice to you. The contents of this Disclosure Statement should not be construed as legal, business or tax advice. Each Holder of a Claim or an Equity Interest should consult his or her own legal counsel and accountant with regard to any legal, tax and other matters concerning his or her Claim or Equity Interest. This Disclosure Statement may not be relied upon for any purpose other than to determine how to vote on the Plan or object to Confirmation of the Plan.

5. No Admissions Are Made by this Disclosure Statement

The information and statements contained in this Disclosure Statement will neither (a) constitute an admission of any fact or liability by any Entity (including, without limitation, the Debtors) nor (b) be deemed evidence of the tax or other legal effects of the Plan on the Debtors, the Reorganized Debtors, Holders of Allowed Claims or Equity Interest or any other parties in interest.

6. No Reliance Should be Placed on any Failure to Identify Litigation Claims or Projected Objections

No reliance should be placed on the fact that a particular litigation claim or projected objection to a particular Claim or Equity Interest is, or is not, identified in this Disclosure Statement. The Debtors or the Reorganized Debtors, as applicable, (i) may seek to investigate, File and prosecute Claims and Equity Interests and (ii) may object to Claims after the Confirmation or Effective Date of the Plan irrespective of whether the Disclosure Statement identifies such Claims or Objections to Claims.

7. Nothing Herein Constitutes a Waiver of any Rights to Object to Claims or Recover Transfers and Assets

The vote by a Holder of an Allowed Claim for or against the Plan does not constitute a waiver or release of any Claims or rights of the Debtors or the Reorganized Debtors (or any party in interest, as the case may be) to object to that Holder's Allowed Claim, or recover any preferential, fraudulent or other voidable transfer or assets, regardless of whether any Claims or Causes of Action of the Debtors or its Estate are specifically or generally identified herein.

8. The Information Used Herein Was Provided to the Debtors and Was Relied Upon by the Debtors' Advisors

Counsel to the Debtors has relied upon information provided by the Debtors in connection with the preparation of this Disclosure Statement. Although counsel to the Debtors has performed certain limited due diligence in connection with the preparation of this Disclosure Statement, it has not verified independently the information contained herein.

9. The Potential Exists for Inaccuracies, and the Debtors Have no Duty to Update

The statements contained in this Disclosure Statement are made by the Debtors as of the date hereof, unless otherwise specified herein, and the delivery of this Disclosure Statement after that date does not imply that there has not been a change in the information set forth herein since that date. While the Debtors have used their reasonable business judgment to ensure the accuracy of all of the information provided in this Disclosure Statement and in the Plan, the Debtors, nonetheless cannot, and do not, confirm the current accuracy of all statements appearing in this Disclosure Statement. Further, although the Debtors may subsequently update the information in this Disclosure Statement, the Debtors have no affirmative duty to do so unless ordered to do so by the Bankruptcy Court.

10. No Representations Made Outside of the Disclosure Statement Are Authorized

No representations concerning or relating to the Debtors, the Chapter 11 Cases or the Plan are authorized by the Bankruptcy Court or the Bankruptcy Code, other than as set forth in this Disclosure Statement. Any representations or inducements made to secure your acceptance or rejection of the Plan that are other than as contained in, or included with, this Disclosure Statement, should not be relied upon by you in arriving at your decision. You should promptly report unauthorized representations or inducements to the counsel to the Debtors, and the United States Trustee.

VI. ALTERNATIVES TO CONFIRMATION AND CONSUMMATION OF THE PLAN

A. Liquidation Under Chapter 7 of the Bankruptcy Code

If no chapter 11 plan can be confirmed, the Chapter 11 Cases may be converted to a case under Chapter 7 of the Bankruptcy Code in which case, a trustee would be elected or appointed to liquidate the Debtors' assets. A discussion of the effect that a chapter 7 liquidation would have on the recovery of holders of Claims is set forth in Section IV.C. herein, titled "Statutory Requirements for Confirmation of the Plan." In performing the liquidation analysis, the Debtors have assumed that all Holders of Claims will be determined to have "claims" that are entitled to share in the proceeds from any such liquidation. The Debtors believe that liquidation under chapter 7 would result in (i) smaller distributions being made to creditors than those provided for in the Plan because of the additional administrative expenses involved in the appointment of a trustee and attorneys and other professionals to assist such trustee, (ii) smaller distributions being made to creditors than those provided in the Plan because the Debtors' only real assets consist of its real property and the improvements thereon, which have less value in a forced liquidation, (iii) additional expenses and claims, some of which would be entitled to priority, which would be generated during the liquidation and from the rejection of unexpired leases and executory contracts in connection with the cessation of the Debtors' operations, and (iv) the potential failure to realize the greater, going-concern value of all of the Debtors' assets.

B. Filing of an Alternative Plan of Reorganization

If the Plan is not confirmed, the Debtors or any other party in interest could attempt to formulate a different plan of reorganization. Such a plan might involve either a reorganization and continuation of the Debtors' businesses or an orderly liquidation of their assets. During the negotiations prior to the filing of the Plan, the Debtors explored various alternatives to the Plan.

The Debtors believe that the Plan enables the Debtors to emerge from Chapter 11 successfully and expeditiously, and allows creditors to realize the highest recoveries under the circumstances. As compared to a liquidation under Chapter 7 of the Bankruptcy Code, a liquidation under Chapter 11 of the Bankruptcy Code, the assets of the Debtors would be sold in an orderly fashion over a more extended period of time than in a liquidation under Chapter 7, and a trustee need not be appointed. Thus, the administrative costs associated with a Chapter11 liquidation are less than the costs associated with a Chapter 7 liquidation and creditors normally receive greater recoveries in a Chapter 11 liquidation than in a Chapter 7 liquidation.

VII. RETENTION OF JURISDICTION

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court shall, after the Effective Date, retain such jurisdiction over the Chapter 11 Cases and all Entities with respect to all matters related to the Chapter 11 Cases, the Debtors and the Plan as legally permissible, including, without limitation, jurisdiction to:

1. allow, disallow, determine, liquidate, classify, estimate or establish the priority or secured or unsecured status of any Claim, including, without limitation, the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the allowance or priority of any Claim;

2. grant or deny any applications for allowance of compensation or reimbursement of expenses authorized pursuant to the Bankruptcy Code or the Plan, for periods ending on or before the Confirmation Date;

3. resolve any matters related to the assumption, assignment or rejection of any Executory Contract or Unexpired Lease to which the Debtors are party or with respect to which the Debtors or the Reorganized Debtors may be liable and to adjudicate and, if necessary, liquidate, any Claims arising there from, including, without limitation, those matters related to any amendment to the Plan after the Effective Date to add Executory Contracts or Unexpired Leases to the list of Executory Contracts and Unexpired Leases to be assumed;

4. resolve any issues related to any matters adjudicated in the Chapter 11 Cases;

5. ensure that distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of the Plan;

6. decide or resolve any motions, adversary proceedings, contested or litigated matters and any other Causes of Action that are pending as of the Effective Date or that may be commenced in the future, and grant or deny any applications involving the Debtors that may be pending on the Effective Date or instituted by the Reorganized Debtors after the Effective Date, *provided* however, that the Reorganized Debtors shall reserve the right to commence actions in all appropriate forums and jurisdictions;

7. enter such orders as may be necessary or appropriate to implement or consummate the provisions of the Plan and all other contracts, instruments, releases, indentures and other agreements or documents adopted in connection with the Plan, the Plan Supplement or the Disclosure Statement;

8. resolve any cases, controversies, suits or disputes that may arise in connection with the Consummation, interpretation or enforcement of the Plan or any Entity's obligations incurred in connection with the Plan;

9. hear and determine all Causes of Action that are pending as of the Effective Date or that may be commenced in the future;

10. issue injunctions and enforce them, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any Entity with Consummation or enforcement of the Plan, except as otherwise provided in the Plan;

11. enforce Article X.A. and X.B. of the Plan;

12. resolve any cases, controversies, suits or disputes with respect to any injunctions or similar provisions contained in the Plan and enter such orders or take such others actions as may be necessary or appropriate to implement or enforce all such injunctions and other provisions;

13. enter and implement such orders or take such other actions as may be necessary or appropriate if the Confirmation Order is modified, stayed, reversed, revoked or vacated;

14. resolve any other matters that may arise in connection with or relate to the Plan, the Disclosure Statement, the Confirmation Order or any contract, instrument, release, indenture or other agreement or document adopted in connection with the Plan or the Disclosure Statement; and

15. enter an order concluding the Chapter 11 Cases.

VIII. CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN

IRS CIRCULAR 230 DISCLOSURE: TO ENSURE COMPLIANCE WITH REQUIREMENTS IMPOSED BY THE IRS, ANY TAX ADVICE CONTAINED IN THIS DISCLOSURE STATEMENT (INCLUDING ANY ATTACHMENTS) IS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, BY ANY TAXPAYER FOR THE PURPOSE OF AVOIDING TAX-RELATED PENALTIES UNDER THE IRC. TAX ADVICE CONTAINED IN THIS DISCLOSURE STATEMENT (INCLUDING ANY ATTACHMENTS) IS WRITTEN TO SUPPORT THE PROMOTION OR MARKETING OF THE TRANSACTIONS OR MATTERS ADDRESSED BY THE DISCLOSURE STATEMENT. EACH TAXPAYER SHOULD SEEK ADVICE BASED ON THE TAXPAYER'S PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

A. Certain Federal Income Tax Consequences of the Plan

The following discussion is a summary of certain U.S. federal income tax consequences of the consummation of the Plan to Holders of Allowed Claims. This summary is based on the Internal Revenue Code (the "IRC"), the U.S. Treasury Regulations promulgated there under, judicial authorities, published administrative positions of the Internal Revenue Service (the "**IRS**") and other applicable authorities, all as in effect on the date of this Disclosure Statement and all of which are subject to change or differing interpretations, possibly with retroactive effect. No rulings or determinations of the IRS or any other taxing authorities have been sought or obtained with respect to the tax consequences discussed herein, and the discussion below is not binding upon the IRS or the courts. No assurance can be given that the IRS would not assert, or that a court would not sustain, a different position than any position discussed herein.

This discussion is for general information only and does not purport to address all aspects of U.S. federal income taxation that may be relevant to Holders of Claims in light of their personal circumstances, nor does the discussion deal with tax issues with respect to taxpayers subject to special treatment under the U.S. federal income tax laws (including, for example, banks, governmental authorities or agencies, pass-through entities, brokers and dealers in securities, insurance companies, financial institutions, tax-exempt organizations, small business investment companies or regulated investment companies). This discussion only addresses the tax consequences to Holders of Claims who have held such Claims as capital assets within the meaning of the IRC. No aspect of foreign, state, local or estate and gift taxation is addressed.

Importantly, the Debtors anticipate that the Restructuring Transactions will be exempt from taxation pursuant to Section 1146 of the Bankruptcy Code. Accordingly, little or no tax liability will accrue if the Plan is confirmed.

THE FOLLOWING SUMMARY OF CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT A SUBSTITUTE FOR CAREFUL TAX PLANNING AND ADVICE BASED UPON THE INDIVIDUAL CIRCUMSTANCES PERTAINING TO A HOLDER OF AN ALLOWED CLAIM. ALL HOLDERS OF CLAIMS ARE URGED TO CONSULT THEIR OWN TAX ADVISORS AS TO THE U.S. FEDERAL, STATE, LOCAL AND NON-UNITED STATES TAX CONSEQUENCES OF THE PLAN.

B. In General

The U.S. federal income tax consequences of the distributions contemplated by the Plan to Holders of Claims will depend upon a number of factors. The character and amount of income, gain or loss recognized as a consequence of the Plan and the distributions provided thereby will depend upon, among other things, (i) the manner in which a Holder acquired a Claim, (ii) the length of time the Claim has been Held, (iii) whether the Claim was

acquired at a discount, (iv) whether the Holder has taken a bad debt deduction with respect to the Claim (or any portion thereof) in the current or prior years, (v) whether the Holder has previously included income accrued, but unpaid interest with respect to the Claim (vi) the method of tax accounting of the Holder, and (vii) whether the Claim is an installment obligation for U.S. federal income tax purposes.

For purposes of the following discussion, a "U.S. Holder" is any person (i) who is a citizen resident of the United States; (ii) that is a corporation or partnership created or organized in or under the laws of the United States or any state thereof of the District of Columbia; (iii) that is an estate, the income of which is subject to U.S. federal income taxation regardless of its source; or (iv) that is a trust (a) the administration over which a United States person can exercise primary supervision and all of the substantial decisions of which one or more United States persons have the authority to control or (b) that has elected to continue to be treated as United States person for U.S. federal income tax purposes. A "Non-U.S. Holder" is any person that is not a U.S. Holder. In the case of a partnership, the tax treatment of its partners will depend on the status of the partner and the activities of the partnership. Holders who are partnerships or partners in a partnership should consult their tax advisors.

Certain Holders of Claims (such as foreign persons, S corporations, regulated investment companies, insurance companies, financial institutions, small business investment companies, broker-dealers, and tax exempt organizations) may be subject to special rules not addressed in this summary of the U.S. federal tax consequences. There also may be state, local and/or foreign income or other tax considerations or U.S. federal estate and gift tax consideration applicable to Holders of Claims, which are not addressed herein. EACH HOLDER OF A CLAIM OR EQUITY INTEREST AFFECTED BY THE PLAN IS STRONGLY URGED TO CONSULT ITS TAX ADVISOR WITH RESPECT TO DISTRIBUTIONS RECEIVED UNDER THE PLAN.

C. U.S. Holders of Claims

A U.S. Holder should generally recognize capital gain or loss for U.S. income tax purposes in an amount equal to the difference between the amount of Cash (and other consideration received) under the Plan in respect of such Holder's Claim and the Holder's adjusted tax basis in the Claim. However, to the extent a U.S. Holder received any Cash (or other consideration) in satisfaction of any accrued and unpaid interest, such Holder may recognize ordinary income or loss to the extent that such Cash (or other consideration) is allocable to the accrued and unpaid interest, unless such Holder has previously included the accrued interest in such Holder's taxable income.

D. Non-U.S. Holders of Claims

A Non-U.S. Holder of a Claim generally will not be subject to the U.S. federal income tax with respect to any income or gain recognized upon the exchange of such Holder's Claim with Cash (or other property) pursuant to the Plan, unless (i) such Holder is engaged in a trade or business in the United States to which income, gain from the exchange is "effective connected" for U.S. federal income tax purposes, or (ii) if such Holder is an individual, such Holder is present in the United States for 183 days or more during the taxable year of the exchange and certain other requirements are met. To the extent any cash (or other consideration) is distributed for accrued and unpaid interest, however, a Non-U.S. Holder may be subject to U.S. withholding taxes at (30%) unless such Holder is qualified for the so-called "portfolio interest exemption" or eligible to claim a reduction or exemption under any applicable treaty and complies with certain required certification procedures.

E. Importance of Obtaining Professional Tax Assistance

The U.S. federal income tax consequences to a Holder other than a Holder receiving Cash (or other property) in satisfaction of such Holder's Claim may be different from the tax consequences described above. Holders of each such Claim should consult their tax advisers regarding potential federal income tax consequences.

THE FOREGOING DISCUSSION IS INTENDED ONLY AS A SUMMARY OF CERTAIN INCOME TAX CONSEQUENCES OF THE PLAN AND IS NOT A SUBSTITUTE FOR CAREFUL TAX PLANNING WITH THE ASSISTANCE OF A TAX PROFESSIONAL. THE ABOVE DISCUSSION IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT TAX ADVICE. THE TAX CONSEQUENCES ARE, IN MANY CASES, UNCERTAIN AND MAY VARY DEPENDING ON A CLAIM HOLDER'S PARTICULAR CIRCUMSTANCES. ACCORDINGLY, CLAIM HOLDERS ARE URGED TO CONSULT THEIR TAX

ADVISORS ABOUT THE U.S., STATE, LOCAL, APPLICABLE FOREIGN INCOME, AND OTHER TAX CONSEQUENCES OF THE PLAN.

IX. Glossary of Defined Terms

For purposes herein: (a) in the appropriate context, each term, whether stated in the singular or the plural, will include both the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender will include the masculine, feminine and the neuter gender; (b) any reference herein to a contract, lease, instrument, release, indenture or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document will be substantially in that form or substantially on those terms and conditions; (c) any reference herein to an existing document or exhibit having been filed or to be filed will mean that document or exhibit, as it may thereafter be amended, modified or supplemented; (d) unless otherwise specified, all references herein to "Sections" are references to Sections hereof or hereto; (e) unless otherwise stated, the words ''herein,'' "hereof" and ''hereto'' refer to the Disclosure Statement in its entirety rather than to a particular portion of the Disclosure Statement; (f) captions and headings to Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation hereof; (g) the rules of construction set forth in section 102 of the Bankruptcy Code will apply; and (h) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules will have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be.

Unless the context otherwise requires, the following terms will have the following meanings when used in capitalized form herein:

1. "*Accrued Professional Compensation*" means, at any given moment, all accrued, contingent and/or unpaid fees and expenses (including, without limitation, success fees and Allowed Professional Compensation) for legal, financial advisory, accounting and other services and reimbursement of expenses that are awardable and allowable under sections 328, 330(a) or 331 of the Bankruptcy Code or otherwise rendered allowable prior to the Confirmation Date by any Retained Professionals in the Chapter 11 Cases, that the Bankruptcy Court has not denied by a Final Order, to the extent that any such fees and expenses have not been previously paid regardless of whether a fee application has been Filed for any such amount. To the extent that the Bankruptcy Court or any higher court denies or reduces by a Final Order any amount of a Retained Professional's fees, then those reduced or denied amounts shall no longer constitute Accrued Professional Compensation.

2. *"Administrative Claim"* means any Claim for costs and expenses of administration of the Estate under sections 503(b), 507(b) or 1114(e)(2) of the Bankruptcy Code (excluding claims under section 503(b)(9) of the Bankruptcy Code), including, without limitation: (a) the actual and necessary costs and expenses incurred after the Petition Date of preserving the Estate and operating the business of the Debtors; (b) Allowed Professional Compensation; and (c) all fees and charges assessed against the Estate under chapter 123 of title 28 of the United States Code, 28 U.S.C. §§ 1911-1930. Administrative Claims do not include DIP Lender Claims, which are separately treated under the Plan.

3. "*Affiliate*" has the meaning set forth at section 101(2) of the Bankruptcy Code.

4. *"Allowed"* means, with respect to Claims or Equity Interests: (a) any Claim or Equity Interest, proof of which is timely Filed by the applicable Claims Bar Date (or which by the Bankruptcy Code or Final Order is not or shall not be required to be Filed); (b) any Claim or Equity Interest that is listed in the Schedules as of the Effective Date as not contingent, not unliquidated and not disputed, and for which no Proof of Claim or Interest has been timely Filed; or (c) any Claim or Equity Interest Allowed pursuant to the Plan; *provided, however,* that with respect to any Claim or Equity Interest described in clause (a) above, such Claim or Equity Interest shall be considered Allowed only if and to the extent that (x) with respect to any Claim or Equity Interest no objection to the allowance thereof has been interposed within the applicable period of time fixed by the Plan, the Bankruptcy Code, the Bankruptcy Rules or the Bankruptcy Court or (y) such an objection is so interposed and the Claim or Equity Interest shall have been Allowed for distribution purposes only by a Final Order. Any Claim that has been or is hereafter listed in the Schedules as contingent, unliquidated or disputed, and for which no Proof of Claim has been timely Filed, is not considered Allowed and shall be expunged without further action by the Debtors or the Reorganized Debtors and without any further notice to or action, order or approval of the Bankruptcy Court.

5. *"Allowed Professional Compensation"* means all Accrued Professional Compensation Allowed or awarded by a Final Order of the Bankruptcy Court or any other court of competent jurisdiction.

6. "*Assets*" means all of the Debtors' right, title and interest of any nature in property, wherever located, as specified in section 541 of the Bankruptcy Code.

7. "*Avoidance Actions*" means any and all claims and causes of action which the Debtors, the debtors in possession, the Estates, or other appropriate party in interest has asserted or may assert under sections 502, 510, 542, 544, 545, or 547 through 553 of the Bankruptcy Code or under similar or related state or federal statutes and common law, including fraudulent transfer laws.

8. *"Ballots"* means the ballots accompanying the Disclosure Statement upon which certain Holders of Impaired Claims (modified, as necessary, based on voting party in accordance with the Disclosure Statement Order) entitled to vote shall, among other things, indicate their acceptance or rejection of the Plan in accordance with the Plan and the procedures governing the solicitation process, and which must be actually received on or before the Voting Deadline.

9. *"Bankruptcy Code"* means Chapter 11 of the Bankruptcy Code, 11 U.S.C. §§ 101-1532, as amended and applicable to the Chapter 11 Cases.

10. *"Bankruptcy Court"* means the United States Bankruptcy Court for the District of Nevada, having jurisdiction over the Chapter 11 Cases and, to the extent of the withdrawal of any reference under section 157 of title 28 of the United States Code and/or the Order of the United States District Court for the District of Nevada pursuant to section 157(a) of title 28 of the United States Code, the United States District Court for the District of Nevada.

11. "*Bankruptcy Rules*" means the Federal Rules of Bankruptcy Procedure, as applicable to the Chapter 11 Cases, promulgated under 28 U.S.C. § 2075 and the general, local and chambers rules of the Bankruptcy Court.

12. "*Business Day*" means any day, other than a Saturday, Sunday or "legal holiday" (as defined in Bankruptcy Rule 9006(a)).

13. "*Cash*" means the legal tender of the United States of America or the equivalent thereof.

14. "*Causes of Action*" means all actions, causes of action (including Avoidance Actions), Claims, liabilities, obligations, rights, suits, debts, damages, judgments, remedies, demands, setoffs, defenses, recoupment's, cross claims, 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 Petition Date or during the course of the Chapter 11 Cases, including through the Effective Date.

15. "*Chapter 11 Cases*" means the Chapter 11 cases pending for the Debtors under Chapter 11 of the Bankruptcy Code in the Bankruptcy Court.

16. "*Charleston Falls Petition Date*" means October 31, 2011.

17. "*Claim*" means any claim against a Debtor as defined in section 101(5) of the Bankruptcy Code.

18. "*Claims Bar Date*" means, as applicable, the dates set forth in Article II.C. of the Disclosure Statement.

19. *"Claims Objection Bar Date"* means, for each Claim, the later of (a) 180 days after the Effective Date and (b) such other period of limitation as may be specifically fixed by an order of the Bankruptcy Court for

objecting to such Claims; *provided, however*, that in no event shall the Claims Objection Bar Date be greater than 120 days after the Effective Date with respect to any General Unsecured Claim in Class 7.

20. *"Claims Register"* means the official register of Claims maintained by the Bankruptcy Court.

21. "*Class*" means a category of Holders of Claims or Equity Interests as set forth in Article II hereof pursuant to section 1122(a) of the Bankruptcy Code.

22. "*Commencement*" or "*Petition Date*" means March 23, 2010, the date on which the Debtors commenced the Chapter 11 cases.

23. *"Commission"* means the U.S. Securities and Exchange Commission.

24. "*Confirmation*" means the entry of the Confirmation Order on the docket of the Chapter 11 Cases, subject to all conditions specified in Article IX of the Plan having been: (a) satisfied; or (b) waived pursuant to Article IX of the Plan.

25. "*Confirmation Date*" means the date upon which the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Cases, within the meaning of Bankruptcy Rules 5003 and 9021.

26. *"Confirmation Hearing"* means the hearing held by the Bankruptcy Court on Confirmation of the Plan pursuant to section 1129 of the Bankruptcy Code, as such hearing may be continued from time to time.

27. *"Confirmation Hearing Notice"* means that certain notice of Confirmation Hearing approved by the Disclosure Statement Order.

28. "*Confirmation Order*" means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

29. *"Consummation*" means the occurrence of the Effective Date.

30. "*Creditor*" means a Holder of a Claim.

31. *"Cure Claim"* means a Claim based upon the Debtors' defaults on an Executory Contract or Unexpired Lease at the time such contract or lease is assumed by the Debtors under sections 365 or 1123 of the Bankruptcy Code.

32. "*Debtors*" means Go Global, Inc., Carlos A. Huerta and Christine A. Huerta, Charleston Falls, LLC, and HPCH, LLC as debtors in these Chapter 11 Cases.

33. "*Debtors in Possession*" means the Debtors, as debtors in possession in this Chapter 11 Case.

34. "*Disclosure Statement*" means the First Amended *Joint Disclosure Statement for the Plan of Reorganization of Go Global, Inc., Carlos A. Huerta and Christine A. Huerta, Charleston Falls, LLC and HPCH, LLC Under Chapter 11 of the Bankruptcy Code*, as amended, supplemented or modified from time to time, including all exhibits and schedules thereto and references therein that relate to the Plan, that is prepared and distributed in accordance with the Bankruptcy Code, Bankruptcy Rules and any other applicable law.

35. "*Disclosure Statement Motion*" means that certain *Motion for Order (A) Approving the Disclosure Statement, (B) Establishing the Record Date, Voting Deadline, and Other Dates, (C) Approving Procedures for Soliciting, Receiving and Tabulating Votes on the Plan and for Filing Objections to the Plan and (D) Approving the Manner and Forms of Notice and Other Related Documents,* filed with the Bankruptcy Court on January 22, 2013, as the Motion may be amended from time to time.

36. "*Disclosure Statement Order*" means that certain *Order (A) Approving the Disclosure Statement, (B) Establishing the Record Date, Voting Deadline, and Other Dates, (C) Approving Procedures for Soliciting, Receiving and Tabulating Votes on the Plan and for Filing Objections to the Plan and (D) Approving the Manner and Forms of Notice and Other Related Documents,* approved by the Bankruptcy Court on March 26, 2013, as the order may be amended from time to time.

37. "*Disputed Claim*" means, with respect to any Claim or Equity Interests, any Claim or Equity Interests on (a) the Claims Register that is not yet Allowed, or (b) Scheduled as Disputed.

38. "*Distribution Agent*" means Cynthia Bitaut of Baxter Distribution Services, 2655 Box Canyon Drive, No. 190, Las Vegas, Nevada 89128.

39. *"Distribution Record Date"* means the date for determining which Holders of Claims are eligible to receive distributions hereunder and shall be the Voting Deadline or such other date as designated in an order of the Bankruptcy Court.

40. "*Effective Date*" means the day that is the first Business Day occurring which is at least fifteen (15) days after the Confirmation Date on which: (a) no stay of the Confirmation Order is in effect; and (b) all conditions specified in Article IX of the Plan have been: (i) satisfied; or (ii) waived pursuant to Article IX of the Plan.

41. "*Entity*" means an entity as defined in section 101(15) of the Bankruptcy Code.

42. "*Equity Interest*" means any (a) security interest in the Debtors, including all issued, unissued, authorized, or outstanding shares of stock together with any warrants, options, or contractual rights to purchase or acquire such equity securities at any time and all rights arising with respect thereto, or (b) partnership, limited liability company, or similar interest in the Debtors.

43. "*Estate*" means the estates created for the Debtors in the Chapter 11 Cases pursuant to section 541 of the Bankruptcy Code.

44. *"Exchange Act"* means the Securities Act of 1933, 15 U.S.C. §§ 77a-77aa, or any similar federal, state or local law.

45. "*Executory Contract*" means a contract to which the Debtors are a party that is subject to assumption or rejection under sections 365 or 1123 of the Bankruptcy Code.

46. *"File"* or *"Filed"* means file, filed or filing with the Bankruptcy Court or its authorized designee in these Chapter 11 Cases.

47. "*Final Order*" means an order or judgment of the Bankruptcy Court, or other court of competent jurisdiction with respect to the subject matter, as entered on the docket in the Chapter 11 Cases or the docket of any court of competent jurisdiction, that has not been reversed, stayed, modified or amended, and as to which the time to appeal, or seek certiorari or move for a new trial, reargument or rehearing has expired and no appeal or petition for certiorari or other proceedings for a new trial, reargument or rehearing been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been timely Filed has been withdrawn or resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought or the new trial, reargument or rehearing shall have been denied, resulted in no modification of such order or has otherwise been dismissed with prejudice.

48. *"General Unsecured Claim"* means any claim against the Debtors that is not (i) an Administrative Claim, (ii) Priority Tax Claim, (iii) Priority Non-Tax Claim, or (iv) a Secured Claim.

49. "*Go Global Petition Date*" mean March 23, 2010.

50. *"Governmental Bar Date"* means the dates set forth in Article II.C. of the Disclosure Statement.

51. "*Holder*" means an Entity holding a Claim or an Equity Interest.

52. "*Huerta Petition Date*" means March 18, 2010.

53. *"Impaired"* means any Claims in an Impaired Class.

54. "*Impaired Class*" means an impaired Class within the meaning of section 1124 of the Bankruptcy Code.

55. "*Initial Distribution Date*" means the date that is as soon as practicable after the Effective Date, but no later than thirty (30) days after the Effective Date, when distributions under the Plan shall commence.

56. *"New Equity Interests"* means the equity in Reorganized Debtors to be authorized, issued or reserved on the Effective Date pursuant to the Plan, which shall constitute all of the direct or indirect equity of the Reorganized Debtors.

57. "*Paulson Entities*" means any entity related to, owned (in whole or in part) or controlled by Hugo R. Paulson, including but not limited to Azure Seas, LLC, and Azure Seas Holdings, LLC.

58. *"Periodic Distribution Date"* means the first Business Day that is as soon as reasonably practicable occurring no later than approximately 180 days after the Initial Distribution Date, and thereafter, the first Business Day that is as soon as reasonably practicable occurring no later than 180 days after the immediately preceding Periodic Distribution Date.

59. "*Person*" means a person as defined in section 101(41) of the Bankruptcy Code.

60. "*Plan*" means the First Amended *Joint Plan of Reorganization of Go Global, Inc., Carlos A. Huerta and Christine A. Huerta, HPCH, LLC and Charleston Falls, LLC Under Chapter 11 of the Bankruptcy Code* dated January 17, 2013, as amended, supplemented or modified from time to time, including, without limitation, the Plan Supplement, which is incorporated therein by reference.

61. "*Plan Sponsor*" means the Entity purchasing the land and improvements thereon owned and operated by the Debtors, which assets are being sold pursuant to the Plan.

62. "*Plan Supplement*" means, collectively, the compilation of documents and forms of documents, and all exhibits, attachments, schedules, agreements, documents and instruments referred to therein, ancillary or otherwise, all of which are incorporated by reference into, and are an integral part of, the Plan, as all of the same may be amended, modified, replaced and/or supplemented from time to time in accordance with the terms hereof and the Bankruptcy Code and the Bankruptcy Rules.

63. "*Priority Non-Tax Claim*" means any Claim accorded priority in right of payment pursuant to section 507(a) of the Bankruptcy Code, other than a Priority Tax Claim or an Administrative Claim.

64. "*Priority Tax Claim*" means any Claim of a governmental unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.

65. *"Proof of Claim"* means a proof of Claim Filed against the Debtors in the Chapter 11 Cases.

66. "*Proof of Interest*" means a proof of Equity Interest filed against the Debtors in the Chapter 11 Cases.

67. "*Pro Rata*" means the proportion that an Allowed Claim in a particular Class bears to the aggregate amount of Allowed Claims in that Class, or the proportion that Allowed Claims in a particular Class bear

to the aggregate amount of Allowed Claims in a particular Class and other Classes entitled to share in the same recovery as such Allowed Claim under the Plan.

68. *"Record Date"* means the dates set forth in Article II.C. of the Disclosure Statement.

69. "*Reorganized Debtors* means the Debtors, or any successor thereto, by merger, consolidation or otherwise, on or after the Effective Date.

70. "*Retained Professional*" means any Entity: (a) employed in these Chapter 11 Cases pursuant to a Final Order in accordance with sections 327 and 1103 of the Bankruptcy Code and to be compensated for services rendered prior to the Effective Date, pursuant to sections 327, 328, 329, 330 or 331 of the Bankruptcy Code; or (b) for which compensation and reimbursement has been allowed by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code.

71. "*Schedules*" mean, collectively, the schedules of assets and liabilities and statements of financial affairs Filed by the Debtors pursuant to section 521 of the Bankruptcy Code and in substantial accordance with the Official Bankruptcy Forms, as the same may have been amended, modified or supplemented from time to time.

72. *"Secured"* means a Claim secured by a Lien on property in which the Estate has an interest, which Lien is valid, perfected, and enforceable pursuant to applicable law or by reason of a Bankruptcy Court order, or that is secured pursuant to section 365(j) of the Bankruptcy Code, or that is subject to setoff pursuant to section 553 of the Bankruptcy Code, in each case to the extent of the value of the creditor's interest in the Estate's interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to section 506(a) of the Bankruptcy Code.

73. *"Securities Act"* means the United States Securities Act of 1933, as amended.

74. *"SLF"* means The Schwartz Law Firm, Inc.

75. *"Solicitation Deadline"* means the close of business on April 8, 2013.

76. "*Tort Claim*" means any Claim that has not been settled, compromised or otherwise resolved that: (a) arises out of allegations of personal injury, wrongful death, property damage, products liability or similar legal theories of recovery; or (b) arises under any federal, state or local statute, rule, regulation or ordinance governing, regulating or relating to protection of human health, safety or the environment.

77. "*Unexpired Lease*" means a lease to which the Debtors are a party that is subject to assumption or rejection under sections 365 or 1123 of the Bankruptcy Code.

78. "*Unimpaired*" means, with respect to a Class of Claims or Equity Interests, a Claim or an Equity Interest that is unimpaired within the meaning of section 1124 of the Bankruptcy Code.

79. "*Unimpaired Class*" means an unimpaired Class within the meaning of section 1124 of the Bankruptcy Code.

80. "*Unimpaired Claim*" means any Claim in an Unimpaired Class.

81. "*Voting Classes*" means Classes 2, 4, 5 and 6.

"Voting Deadline" means May 13, 2013 at 5:00 p.m. prevailing Pacific Time for all Holders of Claims, which is the date and time by which all Ballots must be received by January 12, 2012, in accordance with the Disclosure Statement Order, or such other date and time as may be established by the Bankruptcy Court with respect to any Voting Class.

X. RECOMMENDATION

In the opinion of the Debtors, the Plan is preferable to the alternatives described in this Disclosure Statement because it provides for a larger distribution to the Debtors' creditors than would otherwise result in a liquidation under Chapter 7 of the Bankruptcy Code. In addition, any alternative other than Confirmation of the Plan could result in extensive delays and increased administrative expenses resulting in smaller distributions to Holders of Allowed Claims than that which is proposed under the Plan. Accordingly, the Debtors recommend that Holders of Claims entitled to vote on the Plan support Confirmation of the Plan and vote to accept the Plan.

Respectfully submitted

/s/ Christine H. Huerta
Christine H. Huerta Individually

/s/ Carlos A. Huerta
Carlos A. Huerta as President of Go Global,
Inc., as Managing Member of Charleston Falls, LLC,
As Managing Member of HPCH, LLC and Individually

/s/Samuel A. Schwartz
Samuel A. Schwartz, Esq.
Attorneys for the Debtors

EXHIBITS

Exhibit A – Copy of Proposed Plan of Reorganization

Exhibit B – Liquidation Analysis

Exhibit C – Cash Flow Analysis

Exhibit B

EXHIBIT B

LIQUIDATION ANALYSIS[1]

A. OVERVIEW

A chapter 11 plan cannot be confirmed unless the bankruptcy court determines that the plan is in the "best interests" of all holders of claims and interests that are impaired by the plan and that have not accepted the plan. The "best interests" test requires a bankruptcy court to find either that (i) all members of an impaired class of claims or interests have accepted the plan or (ii) the plan will provide a member who has not accepted the plan with a recovery of property of a value, as of the effective date of the plan, that is not less than the amount that such holder would recover if the Debtors were liquidated under chapter 7 of the Bankruptcy Code. The properties in question here would have a liquidated value equal to their approximate values, less foreclosure costs and fees.

B. UNDERLYING ASSUMPTIONS AND DISCLAIMER

This liquidation analysis (the "**Liquidation Analysis**") was prepared in connection with the filing of the Debtors' Disclosure Statement and Plan.

The Debtors have prepared this Liquidation Analysis based on a hypothetical liquidation under chapter 7 of the Bankruptcy Code. The determination of the costs of, and proceeds from, the hypothetical liquidation of the Debtors' assets in a chapter 7 case is an uncertain process involving the extensive use of estimates and assumptions that, although considered reasonable by the Debtors, are inherently subject to significant business, economic and competitive uncertainties and contingencies beyond the control of the Debtors and their legal advisors. Inevitably, some assumptions in the Liquidation Analysis would not materialize in an actual chapter 7 liquidation, and unanticipated events and circumstances could affect the ultimate results in an actual chapter 7 liquidation.

It is assumed, among other things, that the hypothetical liquidation under chapter 7 would commence under the direction of a court-appointed trustee and would continue for a period of time, during which time all of the Debtors' major assets would be sold or surrendered to their respective lien holders, and the cash proceeds, if any, net of liquidation related costs, would then be distributed to creditors in accordance with relevant law.

THE LIQUIDATION ANALYSIS IS NOT INTENDED AND SHOULD NOT BE USED FOR ANY OTHER PURPOSE. THE LIQUIDATION ANALYSIS DOES NOT PURPORT TO BE A VALUATION OF THE DEBTORS' ASSETS AS A GOING CONCERN, AND THERE MAY BE A SIGNIFICANT DIFFERENCE BETWEEN THE LIQUIDATION ANALYSIS AND THE VALUES THAT MAY BE REALIZED IN AN ACTUAL LIQUIDATION. THIS ANALYSIS ASSUMES "LIQUIDATION VALUES" BASED ON

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[1] All capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Disclosure Statement. To the extent that a definition of a term in the text of this Exhibit C to the Disclosure Statement and the definition of such term in the Disclosure Statement is inconsistent, the definition included in the Disclosure Statement shall control.

APPRAISALS, WHERE AVAILABLE, AND THE DEBTORS' BUSINESS JUDGEMENT, WHERE APPRAISALS ARE NOT AVAILABLE.

THE UNDERLYING FINANCIAL INFORMATION IN THE LIQUIDATION ANALYSIS WAS NOT COMPILED OR EXAMINED BY ANY INDEPENDENT ACCOUNTANTS. NEITHER THE DEBTORS NOR THEIR ADVISORS MAKE ANY REPRESENTATION OR WARRANTY THAT THE ACTUAL RESULTS WOULD OR WOULD NOT APPROXIMATE THE ESTIMATES AND ASSUMPTIONS REPRESENTED IN THE LIQUIDATION ANALYSIS. ACTUAL RESULTS COULD VARY MATERIALLY. THIS ANALYSIS ASSUMES "LIQUIDATION VALUES" BASED ON APPRAISALS, WHERE AVAILABLE AND WHEN APPLICABLE, AND THE DEBTORS' BUSINESS JUDGMENT, WHERE APPRAISALS ARE NOT AVAILABLE.

C. SUMMARY NOTES TO THIS LIQUIDATION ANALYSIS

The Liquidation Analysis should be read in conjunction with the following notes and assumptions:

1. Dependence on Unaudited Financial Statements. This Liquidation Analysis contains estimates that are still under review and it remains subject to further legal and accounting analysis.

2. Preference or Fraudulent Transfers. No recovery or related litigation costs attributed to any potential avoidance actions under the Bankruptcy Code, including potential preference or fraudulent transfer actions are assumed within this analysis due to, among other issues, anticipated disputes about these matters.

3. Duration of the Liquidation Process. The Debtors have assumed that the liquidation would involve very little operations. Thus, this Liquidation Analysis assumes the liquidation would be completed within twelve (12) months. In an actual liquidation, the wind down process and time period(s) could vary thereby impacting recoveries. For example, the potential for priority, contingent and other claims, litigation, rejection costs and the final determination of allowed claims could substantially impact both the timing and amount of the distribution of the asset proceeds to the creditors. Accordingly, there can be no assurance that the values reflected in this Liquidation Analysis would be realized if the Debtors were, in fact, to undergo such a liquidation.

D. SUMMARY OF LIQUIDATION ANALYSIS (AS OF JANUARY 17, 2013)[2]

Carlos & Christine Huerta, Go Global, Inc., Charleston Falls, LLC and HPCH, LLC
Liquidation Analysis

**LIST OF THE DEBTORS' PROPERTIES,
LIEN AMOUNTS AND EQUITY**

908 Harold Drive, Unit 22	
Incline Village, Nevada 89451	
First Mortgage:	$350,671.80
Current Approximate Value:	$275,000.00
Negative Equity:	($75,671.80)
7229 Mira Vista Street	
Las Vegas, Nevada 89120	
First Mortgage:	$665,655.85
Second Mortgage:	$176,535.00
Current Approximate Value:	$650,000.00
Negative Equity:	($182,190.85)
711 Biltmore Way, Unit 302	
Coral Gables, Florida 33134	
First Mortgage:	$367,000.00
Current Approximate Value:	$350,000.00
Negative Equity:	($17,000.00)
Cabin 11 at Mt. Charleston Cabins	
APN 129-36-101-009	
First Mortgage:	$137,194.97
Current Approximate Value:	$100,000.00
Negative Equity:	($37,194.97)
1370 Highway #20	
Ashton, Idaho 83420	
First Mortgage:	$616,072.50
Current Approximate Value:	$620,000.00
Equity:	$3,927.50

[2] The Debtors Judgment against Hugo R. Paulson and the Paulson Entities consists of over $5.5 million, plus pre-judgment and post-judgment interest. The Debtors will be prosecuting and resolving the Judgment in the Paulson Bankruptcy Cases, the collection of which will pay the Debtors' creditors in full. Due to the Chapter 11 filing of Hugo R. Paulson and the Paulson Entities, however, the Judgment is not counted here.

Go Global, Inc.	
Cash on Hand:	$220,000.00
Furniture, Fixtures & Equipment:	$10,000.00
Total Assets:	**$230,000.00**
Total Secured Liabilities:	$0.00
Total Unsecured Liabilities:	$58,000.00
Total Liabilities:	**$58,000.00**
Total Equity:	**$172,000.00**
Charleston Falls, LLC	
Cash on Hand:	$5,000.00
Total Assets:	**$5,000.00**
Total Secured Liabilities:	$0.00
Total Unsecured Liabilities:	$8,888.89
Total Liabilities:	**$8,888.89**
Total Equity:	**($3,888.89)**
HPCH, LLC	
Cash on Hand:	$9,000.00
Real Property:	$395,000.00
Total Assets:	**$404,000.00**
Total Secured Liabilities:	$654,000.00
Total Unsecured Liabilities:	$3,279.00
Total Liabilities:	**$657,279.00**
Total Equity:	**($253,279.00)**
Total:	
Total Assets:	$2,634,000.00
Total Liabilities:	$3,027,298.00
Negative Equity:	**($393,298.01)**

Chapter 7 Liquidation Costs. Pursuant to section 726 of the Bankruptcy Code, the allowed administrative expenses incurred by a Chapter 7 trustee, including, but not limited to, expenses affiliated with selling the Debtors' assets, will be entitled to payment in full prior to any distribution to Chapter 11 administrative and other priority claims. As the Debtors are individuals and do not operate a business, it is anticipated that creditors' recoveries would be extinguished by the secured claims of the Debtors' first lien holders, leaving no recovery for unsecured creditors.

Exhibit C

EXHIBIT C

Dependence on Assumptions. The Cash Flow Analysis is based on a number of estimates and assumptions that, although developed and considered reasonable by the Debtors' advisors, are inherently subject to significant economic, business and competitive uncertainties and contingencies beyond the control of the Debtors. The Cash Flow Analysis is also based on the Debtors' best judgment of how likely it is that he will be able to retain the same level of income throughout the life of their Plan and not have their workload and income reduced. Accordingly, there can be no assurance that the cash flow estimates reflected in this Cash Flow Analysis would be realized if the Debtors were unable to maintain their current income and actual results could vary materially and adversely from those contained herein.

CASH FLOW ANALYSIS	
Monthly Income	
Current Rental Income	$3,500.00
Employment Income	$4,000.00
Business Income	$15,000.00
Total Current Income	**$22,500.00**
Current Monthly Rental Income Breakdown	
3060 E. Post Road, Suite 110	$3,500.00
Total	**$3,500.00**
Monthly Expenses	
Mortgage Payments	($9,642.32)
Property Taxes and Insurance	($750.00)
Maintenance and Repair	($1,000.00)
Accounting and Legal Expenses	($3,500.00)
Management Fees	($350.00)
Personal Expenses	($6,016.00)
Total Current Expenses	**($21,258.32)**
Current Monthly Cash Flow Value:	$1,241.68

Monthly Expenses Breakdown	
Personal Expenses	
Utilities	$1,200.00
Food	$800.00
Clothing	$300.00
Laundry/Dry Cleaning	$150.00
Medical/Dental	$400.00
Transportation/Gas	$500.00
Recreation/Entertainment	$300.00
Health Insurance	$500.00
Auto Insurance	$350.00
Car Payment	$366.00
Miscellaneous	$500.00
Quarterly Trustee Fees	$650.00
Total Expenses	**$6,016.00**
Mortgage Payments by Property	
3060 E. Post Road, Suite 110	$3,705.76
7229 Mira Vista	$3,612.81
908 Harold Drive	$1,882.48
Cabin 11 at Mt. Charleston Cabins	$441.27
Total:	$9,642.32

EXHIBIT 11

MEMBERSHIP INTEREST ASSIGNMENT AGREEMENT

THIS AGREEMENT is effective as of the 1st day of January, 2012, by and among Sigmund Rogich, as Trustee of The Rogich 2004 Family Irrevocable Trust, ("Rogich" or "Assignor") and ("The Eliades Survivor Trust of 10/30/08" or "Eliades" or "Assignee") (each a "Party and collectively the "Parties") with respect to the following facts and circumstances:

RECITALS:

A. Rogich has acquired a forty percent (40%) interest in Eldorado Hills, LLC, a Nevada limited-liability company ("Eldorado") as of the date hereof (the "Membership Interest") (Within the Rogich 40% is a potential 1.12% interest of other holders not of formal record with Eldorado).

B. Eldorado's debts and expenditures far exceed the value of its assets.

C. Eldorado is in need of cash contributions and/or loans to continue its business.

D. Teld and Eliades have made significant financial contributions to Eldorado and Rogich is unable to pay its pro rata share pursuant to section 3.1 of the Eldorado Hills, LLC operating agreement.

E. Teld is unwilling to make any further contributions to Eldorado Hills without a pro rata share being contributed by Rogich.

F. Eliades has made significant loans and contributions to Eldorado, but is unwilling to make further loans and contributions without further equity position in Eldorado.

G. Rogich desires to transfer its forty (40%) ownership interest in Eldorado in exchange for the Consideration set forth below.

H. Eliades is willing to accept the Rogich Membership Interest in Eldorado in exchange for the Consideration set forth below.

I. The Parties, as well as the members of Eldorado (Rogich and Teld, LLC), in all of their respective positions and offices each approve of the transfer of the Membership Interest from Rogich to Eliades.

NOW, THEREFORE, in consideration of the mutual promises, covenants and representations hereinafter contained, and subject to the conditions herein set forth, it is agreed as follows:

1. Assignment of Interest. Subject to the terms and conditions set forth in this Agreement, Rogich hereby transfers and conveys the Membership Interest including all of his rights, title and interest of whatever kind or nature in the Membership Interest to Eliades, and Eliades hereby acquires the Membership Interest from Rogich, upon receipt of the Consideration (as defined herein below) at closing.

2. Consideration. Consideration to be tendered by Eliades to Rogich for the Membership Interest shall be the sum of $682,080.00.

3. Representations of Rogich. Rogich represents and warrants to Eliades as follows:

a. Rogich is the owner, beneficially and of record, of the Membership Interest, subject to a promissory note and security agreement in favor of Teld, LLC, a Nevada Limited Liability Company (Teld) a current member of Eldorado. Rogich will cause the satisfaction of the Teld note at Closing and Eliades will receive at Closing good and absolute title thereto free of any liens, charges or encumbrances thereon.

b. Rogich has full power to transfer the Membership Interest to Eliades without obtaining the consent or approval of any other person or governmental authority and there is no existing impediment to the sale and transfer of such Membership from Rogich to Eliades, other than the consent of Teld, LLC.

c. Rogich has not, other than as previously stated, transferred, sold, conveyed or encumbered any of his Forty Percent (40%) to any other person or entity prior to this Agreement, except for the potential claims of .95% held by The Robert Ray Family Trust and .17% held by Eddyline Investments, L.L.C.

4. Closing. The Closing of the transactions hereunder (the "Closing") shall be consummated upon the execution of this Agreement, the payment of consideration as herein stated and the delivery of Satisfaction of Promissory Note and Release of Security to Teld.

5. Consents to Transfer. By their signatures, set forth following the signature page to this Agreement, Teld, Eldorado, The Rogich 2004 Family Irrevocable Trust, Sigmund Rogich and Peter Eliades hereby approve of the transactions contemplated herein in all of the respective capacities including by not limited to capacities as guarantors, managers and/or members of Eldorado or Teld, as applicable, and further release Rogich from any and all future obligations under both the Promissory Note in Favor of Teld and the Eldorado operational documentation and related agreements.

6. Miscellaneous.

a. Notices. Any and all notices or demands by any party hereto to any other party, required or desired to be given hereunder shall be in writing and shall be validly given or made if served personally, delivered by a nationally recognized overnight courier service or if deposited in the Untied States Mail, certified, return receipt requested, postage prepaid, addressed as follows:

If to Teld: Teld, LLC
1531 Las Vegas Boulevard South
Las Vegas, Nevada 89104

If to Rogich: Sig Rogich
3883 Howard Hughes Parkway, Suite 590
Las Vegas, Nevada 89169

If to Eldorado: Eldorado, LLC
1531 Las Vegas Boulevard South
Las Vegas, Nevada 89104

If to The Eliades Survivor Trust of 10/30/08:

The Eliades Survivor Trust of 10/30/08
1531 Las Vegas Boulevard South
Las Vegas, Nevada 89104

Any party hereto may change its address for the purpose of receiving notices or demands and hereinabove provided by a written notice given in the manner aforesaid to the other

party(ies). All notices shall be as specific as reasonably necessary to enable the party receiving the same to respond thereto.

b. Governing Law. The laws of the State of Nevada applicable to contracts made in that state, without giving effect to its conflict of law rules, shall govern the validity, construction, performance and effect of this Agreement.

c. Consent to Jurisdiction. Each party hereto consents to the jurisdiction of the courts of the State of Nevada in the event any action is brought for declaratory relief or enforcement of any of the terms and provisions of this Agreement.

d. Attorneys' Fees. In the event that any action or proceeding is instituted to interpret or enforce the terms and provisions of this Agreement, the prevailing party shall be entitled to its costs and attorneys' fees, in addition to any other relief it may obtain or be entitled to.

e. Interpretation. In the interpretation of this Agreement, the singular may be read as the plural, and vice versa, the neuter gender as the masculine or feminine, and vice versa, and the future tense as the past or present, and vice versa, all interchangeably as the context may require in order to fully effectuate the intent of the parties and the transactions contemplated herein. Syntax shall yield to the substance of the terms and provisions hereof. Paragraph headings are for convenience of reference only and shall not be used in the interpretation of the Agreement. Unless the context specifically states to the contrary, all examples itemized or listed herein are for illustrative purposes only, and the doctrine of inclusio unius exclusio alterius shall not be applied in interpreting this Agreement.

f. Entire Agreement, Execution of Additional Documents. This Agreement, sets forth the entire understanding of the parties with respect to the subject matter hereof and supersedes all previous such agreements, negotiations, memorandum, and understandings, whether written or oral. Notwithstanding the above-provision, the

Parties thereby agree to execute such other documents and instruments necessary or useful to complete the transactions contemplated herein and to comply with any applicable required approvals, laws, rules, or regulations.

g. Modifications. This Agreement shall not be modified, amended or changed in any manner unless in writing executed by the parties hereto.

h. Waivers. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver, and no waiver shall be binding unless evidenced by an instrument in writing and executed by the party making the waiver.

i. Invalidity. If any term, provision, covenant or condition of this Agreement, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, that provision shall be deemed severable and all provisions, covenants, and conditions of this Agreement, and all applications thereof not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

j. Binding Effect. This Agreement shall be binding on and inure to the benefit of the heirs, personal representatives, successors and permitted assigns of the parties hereto.

k. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement in person.

l. Negotiate Agreement. This is a negotiated Agreement. All parties have participated in its preparation. In the event of any dispute regarding its interpretation, it

shall not be construed for or against any party based upon the grounds that the Agreement was prepared by any one of the parties.

m. Arbitration. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in the State of Nevada in accordance with the Rules of the American Arbitration Association, and judgment upon the award may be entered in any court having jurisdiction thereof pursuant to the provisions of Chapter 38 of Nevada Revised Statutes.

n. Time of Essence: Time is of the essence of this Agreement and all of its provisions.

IN WITNESS WHEREOF, the parties have executed this Membership Interest Purchase Agreement effected the day and year above-written.

"TELD"

By: Peter Eliades, Managing Member

"THE ROGICH 2004 FAMILY IRREVOCABLE TRUST"

By: Sigmund Rogich, its Trustee

"THE ELIADES SURVIVOR TRUST of 10/30/08"

By: Peter Eliades, its Trustee

EH000013

GG001076

UNANIMOUS WRITTEN CONSENT OF THE
MANAGERS
OF
ELDORADO HILLS, LLC

The undersigned, being all of the managers of ELDORADO HILLS, LLC, a Nevada limited-liability company (the "Company"), pursuant to Nevada Revised Statutes Section 78.315(2), do hereby consent and subscribe to the following recitals and resolutions:

RECITALS:

A. The Rogich 2004 Family Irrevocable Trust (Rogich) has acquired a forty percent (40%) interest in Eldorado Hills, LLC, a Nevada limited-liability company ("Eldorado") as of the date hereof (the "Membership Interest") subject to a potential claims of .95% held by The Robert Ray Family Trust and .17% held by Eddyline Investments, L.L.C..

B. Eldorado's debts and expenditures far exceed the value of its assets.

C. Eldorado is in need of cash contributions and/or loans to continue its business.

D. Teld and Pete Eliades have made significant financial contributions to Eldorado and Rogich is unable to pay its pro rata share pursuant to section 3.1 of the Eldorado Hills, LLC operating agreement.

E. Teld is unwilling to make any further contributions to Eldorado Hills without a pro rata share being contributed by Rogich.

F. Pete Eliades has made significant loans and contributions to Eldorado, but is unwilling to make further loans and contributions without a further equity position in Eldorado.

G. Rogich desires to transfer its forty (40%) ownership interest in Eldorado (including the potential claims of .95% held by The Robert Ray Family Trust and .17% held by Eddyline Investments, L.L.C.) to The Eliades Survivor Trust of 10/30/08 in exchange for $682,080.00

H. Rogich executed a promissory note dated 10/30/08 secured by Rogich's membership in Eldorado.

I. That neither Teld or Eldorado desire to purchase the Rogich interest, but as a condition for the transfer of the Rogich interest, Teld demands payment of its 10/30/08 note in full.

> RESOLVED, That Rogich may sell and transfer its membership interest. However, the purchase agreement must provide that Teld be paid on the promissory note of 10/30/08. Payment of the note may occur at the time of closing the membership interest transfer from Rogich to The Eliades Survivor Trust of 10/30/08.

DATED effective the 1st day of January, 2012.

Teld LLC, Manager

By: Pete Eliades, Managing Member

The Rogich 2004 Family Irrevocable Trust, Manager

By Sig Rogich, Trustee of
The Rogich 2004 Family Irrevocable Trust

SATISFACTION OF PROMISSORY NOTE AND RELEASE OF SECURITY

WHEREAS, The Rogich 2004 Family Irrevocable Trust, (Rogich) on 10/30/08, delivered to Teld, LLC, a Nevada Limited Liability Company, (Teld), for valuable consideration, its promissory note (the Note) in the amount of $600,000.00 bearing interest at 4.32% per annum; and

WHEREAS, The Note was secured by a pledge of Rogich's Membership interest in Eldorado Hills, LLC, a Nevada Limited Liability Company and ;

WHEREAS, Rogich, of even date herewith, has caused the Note to be paid in full;

NOW, THEREFORE, in consideration of the repayment of the indebtedness evidenced by the Note, Teld does hereby release, relinquish and terminate all of its rights, interests and remedies in respect to the Note and security agreement and hereby returns to Rogich the original Note.

IN CONSIDERATION of the foregoing, the parties hereto hereby release each other from any further obligations under the above-referenced documents.

IN WITNESS WHEREOF, the parties have entered into this Satisfaction Agreement dated this 1st day of January, 2012

"TELD"

By: Peter Eliades, Managing Member

"THE ROGICH 2004 FAMILY IRREVOCABLE TRUST"

By: Sigmund Rogich, its Trustee

EXHIBIT 12

BRANDON B. McDONALD, ESQ.

November 7, 2012

Via Regular U.S. Mail and Certified Mail
Return Receipt Requested 7011 3500 0002 0859 2766
Sig Rogich
THE ROGICH FAMILY IRREVOCABLE TRUST
3883 Howard Hughes Pkwy., #590
Las Vegas, NV 89169

Re: Purchase Agreement dated October 30, 2008
Request to Attend Mediation

Dear Mr. Rogich:

Please be advised that I have been retained to represent Carlos Huerta and Go Global, Inc. in regards to the Purchase Agreement dated October 30, 2008 (the "agreement") for the purchase of Go Gobal's and Carlos Huerta's membership interest in Eldorado Hills, LLC.

Briefly, pursuant to the agreement The Rogich Family Irrevocable Trust (or the "Buyer") would obtain Go Gobal's and Carlos Huerta's (collectively the "Seller") membership interest in Eldorado Hills, LLC along with the associated capital account. Further, in accordance with the agreement, "Buyer shall owe Seller the sum of $2,747,729.50 as non-interest bearing debt with therefore, no capital calls for monthly payments." (Agreement, ¶2(a)) Rather than distribute profits or otherwise repay the Seller, we have reason to believe that your interests have been inappropriately transferred. This effectively negated any possible recovery of the monies provided by the Seller through profits or sale of the business/real property owned by Eldorado Hills, LLC.

Pursuant to paragraph 7(m)(1) of the agreement it is hereby offered that the parties attend mediation. If the offer is not accepted within 10 business days, no response is provided or meaningful resolution is not pursued; such offer shall denote the good faith efforts of my clients to resolve this matter. Please advise at your earliest convenience whether you will agree to attend mediation in accordance with the agreement.

In a related matter I have also been retained by the Ray Family Trust and Nanyah Vegas, LLC in regards to their interest in Eldorado Hills, LLC. These investors/members are unsure what the current state of their capital accounts is at this time or whether there interest in the company is still intact. Will you also please advise as to the status of their membership interest.

2505 Anthem Village Drive, Suite E-474
Henderson, NV 89052
Tel: (702) 385-7411
Fax: (702) 664-0448

Thank you for your attention to this matter.

Sincerely,

Brandon B. McDonald, Esq.

BBM/cjb

2505 Anthem Village Drive, Suite E-474
Henderson, NV 89052
Tel: (702) 385-7411
Fax: (702) 664-0448

EXHIBIT 13

Honorable Laurel E. Davis
United States Bankruptcy Judge

Entered on Docket
July 22, 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 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 Date: June 19, 2013
Debtor.	) Confirmation Hearing Time: 9:00 a.m.
	)

ORDER CONFIRMING THIRD AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION OF GO GLOBAL, INC., CARLOS AND CHRISTINE HUERTA, CHARLESTON FALLS, LLC AND HPCH, LLC

Go Global, Inc., Carlos A. Huerta, Christine H. Huerta, Charleston Falls, LLC and HPCH, LLC (collectively, the "**Debtors**"), as debtors and debtors in possession, having proposed and filed

their Third Amended Chapter 11 Plan of Reorganization, Docket No. 502 (the "**Plan**");[1] and the Court having conducted a hearing on June 19, 2013 (the "**Hearing**") to consider confirmation of the Plan, and the Court having considered (i) the Debtors' Memorandum of Law in Support of Confirmation of their Plan of Reorganization Under Chapter 11 of the Bankruptcy Code, Docket No. 498 (the "**Memo**"), (ii) the Declaration of Samuel A. Schwartz Certifying Voting On and Tabulation of Ballots Accepting and Rejecting the Debtors' Plan of Reorganization, Docket No. 499, (iii) the Supplemental Declaration of Samuel A. Schwartz Certifying Voting On and Tabulation of Ballots Accepting and Rejecting the Debtors' Plan of Reorganization, Docket No. 504, and (iv) the pleadings filed in support of confirmation, including (a) the Joint Statement of Undisputed Facts in Connection With 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, Docket No. 497, (b) the Declaration of the Debtors in Support of Confirmation, Docket No. 503, (c) the Stipulation Regarding Amendments to and Confirmation of the Debtors' Joint Chapter 11 Plan of Reorganization Between the Debtors, Hugo R. Paulson and Nevada State Bank, Docket No. 500 (the "**Paulson and NSB Stipulation**"), and (d) the Stipulation Resolving the Claim of The Lionel Foundation between the Debtors and The Lionel Foundation, Docket No. 501 (the "**Lionel Foundation Stipulation**"); and the Court being familiar with the Plan and other relevant factors affecting this case pending under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (as amended, the "**Bankruptcy Code**"); and the Court having taken judicial notice of the entire record of the Chapter 11 case, including, without limitation, all pleadings and papers filed by the Debtors in the Chapter 11 case, including the order (the "**Disclosure Statement Order**") entered by the Court on April 8, 2013 (a) approving the Debtors'

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[1] All capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Plan.

Disclosure Statement with Respect to the Plan (the "**Disclosure Statement**"), (b) approving the forms of ballots and solicitation and tabulation procedures, (c) prescribing the form and manner of notice thereof, (d) fixing the last date for filing objections to the Plan, (e) scheduling the Hearing to consider confirmation for the Chapter 11 Plan, and (f) appointing The Schwartz Law Firm, Inc. ("**SLF**") as solicitation and tabulation agent; and the Court having found that due and proper notice has been given with respect to the Hearing and the deadlines and procedures for objections to the Plan and the appearance of all interested parties having been duly noted in the record of the Hearing; and upon the record of the Hearing, and after due deliberation thereon, and sufficient cause appearing therefore;

IT IS HEREBY FOUND AND CONCLUDED,[2] that

JURISDICTION AND VENUE

A. The Court has jurisdiction to conduct the Hearing and to confirm the Plan pursuant to 28 U.S.C. § 1334.

B. Confirmation of the Plan is a core proceeding pursuant to 28 U.S.C. § 157(b), and this Court has jurisdiction to enter a final order with respect thereto.

C. The Debtors are proper debtors under section 109 of the Bankruptcy Code and proper proponents of the Plan under section 1121(a) of the Bankruptcy Code.

D. Each of the conditions precedent to the entry of this Order has been satisfied.

JUDICIAL NOTICE

E. This Court takes judicial notice of the docket of the Debtors' Chapter 11 case maintained by the Clerk of the Court and/or its duly-appointed agent, and all pleadings and other

---

[2] The Findings of Fact and Conclusions of Law contained herein constitute the findings of fact and conclusions of law required to be entered by this Court pursuant to Rule 52 of the Federal Rules of Civil Procedure, as made applicable herein by Rules 7052 and 9014 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"). To the extent any finding of fact constitutes a conclusion of law, it is adopted as such. To the extent any conclusion of law constitutes a finding of fact, it is adopted as such.

documents filed, all orders entered, and evidence and arguments made, proffered or adduced at, the hearings held before the Court during the pendency of the Chapter 11 case.

STANDARDS FOR CONFIRMATION UNDER SECTION 1129 OF THE BANKRUPTCY CODE

F. Section 1129(a)(1). The Plan complies with each applicable provision of the Bankruptcy Code. In particular, the Plan complies with the requirements of sections 1122, 1123, 1125, and 1126 of the Bankruptcy code.

G. Section 1129(a)(4). No payment for services or costs in connection with the Chapter 11 case or the Plan has been made by the Debtors other than payments that have been authorized by order of the Court.

H. Section 1129(a)(7). Each holder of an impaired Claim that has not accepted the Plan will, on account of such Claim, receive or retain property under the Plan having a value, as of the Effective Date, that is not less than the amount that such holder would receive or retain if the Debtors were liquidated under chapter 7 of the Bankruptcy Code.

I. Section 1129(a)(8). The Plan has been accepted by eight (8) impaired classes of Claims.

J. Section 1129(a)(9). The Plan provides treatment for Administrative and Priority Claims that is consistent with the requirements of section 1129(a)(9) of the Bankruptcy Code.

K. Section 1129(a)(10). The Plan has been accepted by a class of impaired Claims that voted on the Plan, including classes 2(a), 2(b), 2(c), 2(d), 2(g), 4, 5 and 6, determined without including any acceptance of the Plan by any insider.

L. Section 1129(a)(11). Confirmation of the Plan is not likely to be followed by liquidation or the need for further financial reorganization of the Debtors.

M. Section 1129(a)(12). The Plan provides for the payment of all fees payable under section 1930, title 28, United States Code by the Debtors on the Effective Date (or as soon as practicable thereafter). After the Effective Date and until this Chapter 11 case is closed, converted, or dismissed, the Plan provides for the payment by the Disbursing Agent of all such fees as they become due and payable.

N. Section 1129(a)(15). There were no objections to the Plan from creditors holding allowed unsecured claims. In accordance with section 1129(a)(15), unless the Decision and Judgment are overturned on appeal such that the individual Debtors cannot pay their claims in full as set forth in the Plan, the Debtors will not make any Plan payments to their general unsecured creditors.

O. Section 1129(c). The Plan (including previous versions thereof) is the only plan that has been filed in the Chapter 11 case that has been found to satisfy the requirements of subsections (a) and (b) of section 1129 of the Bankruptcy Code. Accordingly, the requirements of section 1129(c) of the Bankruptcy Code have been satisfied.

P. Section 1129(d). No party in interest, including but not limited to any governmental unit, has requested that the Court deny confirmation of the Plan on grounds that the principal purpose of the Plan is the avoidance of taxes or the avoidance of the application of section 5 of the Securities Act of 1933, and the principal purpose of the Plan is not such avoidance. Accordingly, the Plan satisfies the requirements of section 1129(d) of the Bankruptcy Code.

EXECUTORY CONTRACTS

Q. Pursuant to sections 365 and 1123(b)(2) of the Bankruptcy Code, upon the occurrence of the Effective Date, the Plan provides for the rejection of each and every executory contract and unexpired lease that is listed in the Plan Schedules as being rejected. The Debtors' decision regarding the assumption and rejection of executory contracts and unexpired leases are based on and are within

the sound business judgment of the Debtors, are necessary to the implementation of the Plan, and are in the best interests of the Debtors, their estate, holders of Claims, and other parties in interest in this Chapter 11 case.

SETTLEMENTS

R. Pursuant to sections 1123(b) of the Bankruptcy Code and Bankruptcy Rule 9019(a), and in consideration of the classification, distributions, and other benefits provided under the Plan, the provisions of the Plan constitute a good faith compromise and settlement of all the Claims and controversies resolved pursuant to the Plan.

ACCORDINGLY, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that:

A. General

1. The Plan, attached hereto as **Exhibit A**, is hereby confirmed and the record of the Hearing is hereby closed.

2. The Paulson and NSB Stipulation (Docket No. 500) and the Lionel Foundation Stipulation (Docket No. 501) are each approved.

3. The Effective Date of the Plan shall occur as set forth in the Plan.

4. In accordance with section 1141(a) of the Bankruptcy Code and upon the occurrence of the Effective Date, the Plan shall be binding upon and inure to the benefit of (i) the Debtors and their respective successors and assigns, (ii) the holders of Claims and their respective successors and assigns (whether or not they voted to accept the Plan, whether or not they are impaired under the Plan, and whether or not any such holder has filed, or is deemed to have filed a proof of Claim), (iii) any other Person giving, acquiring, or receiving property under the Plan, (iv) any party to an executory contract or unexpired lease of the Debtors, and (v) each of the foregoing's respective heirs, successors,

assigns, trustees, executors, administrators, affiliates, officers, directors, agents, representatives, attorneys, beneficiaries, or guardians, if any.

B. Treatment of Secured Claims

5. Except as expressly set forth herein, the secured portions of the Lenders' claims are reduced to the appraised value of the Properties, pursuant to 11 U.S.C. § 506(a).

6. The unsecured portions of the Lenders' claims are reduced and shall be treated as "general unsecured claims" - pursuant to 11 U.S.C. § 506(a).

7. The secured claim of BMW Financial Services, LLC in Class 1(a) is 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 its related loan terms.

8. The secured claim of Wells Fargo Bank, N.A. is Class 1(b) against the Debtors property located at 8767 N. US Highway 301, Wildwood, Florida is 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 its related note and mortgage. Such payments will be made by The Villages, LLC, and the total amounts of the claim against 8767 N. US Highway 301, Wildwood, Florida are:

a. First Lien – Wells Fargo Bank, N.A. - Loan Number – ****7390

i. Secured Claim - $619,969.10 (less any payments received after the Petition Date and applied to the principal balance)

ii. Unsecured Claim - $0.00

9. The secured claim of Chase Home Finance, LLC in Class 1(c) against the Debtors' property located at 809 Lone Star Drive, Cedar Park , Texas shall be paid the indubitable equivalent of its claim in accordance with section 1129(2)(A)(iii) of the Bankruptcy Code by the Debtors' surrendering of the property to Chase Home Finance, LLC.

10. The secured claim of Zions Bank in Class 1(d) against the Debtors' property located at 1370 Highway #20, Ashton, Idaho shall be 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 its related note and mortgage. The total amounts of the claim against 1370 Highway #20, Ashton, Idaho are:

a. First Lien – Zions Bank - Loan Number – ****9001

i. Secured Claim - $617,763.00 (less any payments received after the Petition Date and applied to the principal balance)

ii. Unsecured Claim - $0.00

11. The secured claim of claim of Nevada State Bank in Class 2(a) against the Debtors' property located at 3060 E. Post Road, Suite 110, Las Vegas, Nevada shall be paid as agreed upon by the parties pursuant to that certain Term Sheet dated June 4, 2013 and that certain stipulation between the parties (Docket No. 500), with a principal amount of $175,000.00, payable over 6 years from the Effective Date of the Plan, at an interest rate of 5.0% per annum and a monthly payment of $1,850.00. Any amounts due and owing after 6 years shall be payable to Nevada State Bank in one lump sum pursuant to the terms and conditions of an amended and restated note. The total amounts of the claim against 3060 E. Post Road, Suite 110, Las Vegas, Nevada are:

a. First Lien – Nevada State Bank - Loan Number – ****5001

i. Secured Claim - $175,000.00

ii. Unsecured Claim - $0.00

12. The secured claim of Nationstar Mortgage, LLC in Class 2(b) against the Debtors' property located at 908 Harold Dr., Unit 22, Incline Village, Nevada shall be paid as set forth in that certain stipulation between the parties (Docket No. 423), with a principal amount of $350,671.80, less any payments received after the Petition date and applied to the principal balance) amortized at 5.0%

interest over 30 years, for a total monthly principal and interest payment of $1,882.48. The total amounts of the claim against 908 Harold Dr., Unit 22, Incline Village, Nevada are:

a. First Lien – Nationstar Mortgage, LLC - Loan Number – ****3713

i. Secured Claim - $350,671.80 (less any payments received after the Petition Date and applied to the principal balance)

ii. Unsecured Claim - $0.00

13. The secured claim of Wells Fargo Bank, N.A. in Class 2(c) against the Debtors' property located at 711 Biltmore Way, Unit 302, Coral Gables, Florida 33134 shall be paid the indubitable equivalent of its claim in accordance with section 1129(2)(A)(iii) of the Bankruptcy Code and pursuant to the certain stipulation between the parties (Docket No. 329) by the Debtors' surrendering of the property to Wells Fargo Bank, N.A.

14. The secured claim of The Lionel Foundation in Class 2(d) against the Debtors' property located at Cabin 11 at Mt. Charleston Cabins, APN 129-36-101-009 shall be paid as set forth in that certain stipulation between the parties (Docket No. 501), with a principal amount of $137,194.97, amortized over 30 years with interest-only payments at 3.0% per annum until the earlier of: (i) 2 years from the Effective Date of the Plan; or (ii) resolution of the dispute with Paulson and the Paulson Entities regarding ownership of Cabin 11, after which the Debtors shall make principal and interest payments at 5.0% per annum. The total amounts of the claim against Cabin 11 at Mt. Charleston Cabins, APN 129-36-101-009 are:

a. First Lien – The Lionel Foundation - Loan Number – ****1127

i. Secured Claim - $137,194.97

ii. Unsecured Claim - $0.00

15. The secured claims of Aurora Loan Servicing, LLC in Class 2(e) and Wells Fargo Bank in Class 2(f) against the Debtors' property located at 7229 Mira Vista Street, Las Vegas, Nevada

89120 shall be treated as follows: (i) the secured claim of Aurora Loan Servicing, LLC shall be treated as set forth in that certain stipulation by the parties (Docket No. 129) (Case No. 10-14456-BAM), with a principal balance of $673,000.00, less any payments made after the Petition Date and applied to the principal balance, amortized at 5.0% interest over 30 years; and (ii) the secured claim of Wells Fargo Bank shall be paid an amount equal to $15,000.00, amortized at 3.0% over 20 years, with a 1-year maturity (balloon payment at the 12th monthly payment) and in accordance with all other terms of the related note and mortgage. The total amounts of the claims against 7229 Mira Vista Street, Las Vegas, Nevada 89120 are:

a. First Lien – Aurora Loan Servicing, LLC - Loan Number – ****6255

i. Secured Claim - $673,000.00 (less any post-petition payments made and applied to the principal balance)

ii. Unsecured Claim - $0.00

b. Second Lien – Wells Fargo Bank, N.A. – Loan Number - ****1998

i. Secured Claim - $15,000.00

ii. Unsecured Claim - $0.00

16. The secured claim of Hugo R. Paulson and the Paulson Entities in Class 2(g) against the Debtors' 15.87% membership interest in the 38.465-acre property located near Pflugerville, Texas, owned by Pecan Street Plaza, LLC ("**PSP**"), whose membership interests are jointly owned by the Debtors (15.87%) and Hugo R. Paulson and the Paulson Entities (84.13%) shall be paid the full amount of their claim upon the sale of the PSP property and as set forth in that certain stipulation between the parties (Docket No. 500).

17. The Lenders' secured rights and/or lien-holder rights in the Properties are hereby modified as set forth above, however, all remaining terms of the mortgage and note, except as expressly modified herein, shall remain the same.

C. Treatment of Unsecured Claims

18. The allowed unsecured claims of Hugo R. Paulson and the Paulson Entities in Class 4 shall be subject to any right of setoff and/or recoupment that the Debtors may have against Paulson or the Paulson Entities obtained via the Decision and Judgment entered on November 2, 2012. The first proceeds which flow from the Decision and Judgment, however, will be used to offset and satisfy the allowed unsecured claims of Paulson and the Paulson Entities in Class 4, as set forth in that certain stipulation between the parties (Docket No. 500).

19. The allowed unsecured claim of Nevada State Bank in Class 5 against the Debtors shall be paid from the recoveries obtained by the Debtors from the Decision and Judgment against Paulson and the Paulson Entities, payable over 60 months in equal quarterly installments. Until the Debtors recover funds from Paulson and the Paulson Entities, the Debtors will pay Nevada State Bank's allowed unsecured claim after the Effective Date of the Plan, in accordance with that certain stipulation between the parties (Docket No. 500), as follows:

Year 1:	$1,000.00 per month;
Year 2:	$1,500.00 per month;
Year 3:	$2,000.00 per month;
Year 4:	$2,500.00 per month;
Year 5:	$3,000.00 per month.

Any remaining balance at the end of year 5 shall be paid in one lump sum. Interest will accrue starting in year 3 (or month 25) at 4.0% per annum and will continue to accrue on the unpaid balance until NSB's unsecured claim is paid in full.

D. Plan Implementation.

20. The Debtors are authorized to undertake or cause to be undertaken any and all acts and actions contemplated by the Plan or required to consummate and implement the provisions of the Plan, prior to, on, and after the Effective Date, including without limitation, entering, executing, delivering,

filing or recording any agreements, instruments, or documents necessary to implement the Plan. All such actions shall be deemed to have occurred and shall be in effect without any requirement or further action by the Debtors.

21. To the extent Section 1129(a)(16) of the Bankruptcy Code may apply, the ultimate ownership of the cabins, which (a) were a subject of the Decision and Judgment pursuant to Paulson's claims to quiet title, and (b) are claimed as assets in the Paulson bankruptcy cases, will be resolved in any court of competent jurisdiction, subject to the preclusive effect of the Decision and Judgment, if any.

22. Each federal, state, commonwealth, local, foreign or other governmental agency is hereby directed and authorized to accept any and all documents, mortgages, and instruments necessary or appropriate to effectuate, implement, or consummate the transactions contemplated by the Plan and this Order.

E. Plan Distributions.

23. There were no objections to the Plan from creditors holding allowed unsecured claims. In accordance with section 1129(a)(15), the Debtors will not make any Plan payments to their general unsecured creditors.

24. In accordance with the Plan, all applications for payment of fees and reimbursement of expenses by professionals retained in these Chapter 11 Cases as well as parties seeking compensation pursuant to section 503 of the Bankruptcy Code must be filed with the Court by the date that is no later than forty-five (45) days after the Effective Date of the Plan (or, if such date is not a Business Day, by the next Business Day thereafter). Any person or entity that fails to file such an application or request on or before such date shall be forever barred from asserting such Administrative Claim against the Debtors or their property, and the holder thereof shall be enjoined from commencing or continuing any

action, employment of process or act to collect, offset or recover such Administrative Claim. Applications for approval of professionals' fees not previously awarded during the pendency of the Chapter 11 case may be included in such professional's final applications as set forth herein and in the Plan. Objections, if any, to Fee Claims shall be filed and served not later than fourteen (14) business days prior to the date set by the Court for the hearing to consider such requests.

F. Executory Contracts and Leases.

25. As of the Effective Date, except as otherwise set forth herein or in the Plan, all executory contracts and unexpired leases of the Debtors shall be assumed, pursuant to sections 365 and 1123 of the Bankruptcy Code.

26. Upon the Effective Date of the Plan, the Debtors shall provide notice of the rejection pursuant to the Plan of an executory contract or unexpired lease to any non-debtor parties. In the event the Plan otherwise is not consummated, the Debtors may modify or amend (including, without limitation, making additions and/or deletions) all rights of the Debtors to assume or reject their unexpired leases and executory contracts shall be reinstated to the date immediately prior to the date of this Order.

G. Taxes and Transfers.

27. The transfer of any asset under the Plan or this Order has been duly authorized, and when issued as provided in the Plan, will be validly issued, fully paid, and non-assessable.

28. Creditors seeking to protect the validity, enforceability, perfection and priority of the liens and security interests granted and/or continued under the Plan may file financing statements, deeds of trust, mortgages or other documents and take any and all actions as they deem appropriate, in their respective discretion, to confirm the perfection of such security interests and liens.

29. All filing and recording officers are hereby directed to accept for filing or recording all instruments of transfer to be filed and recorded notwithstanding any contrary provision of applicable non-bankruptcy law. This Court retains jurisdiction to enforce the foregoing direction, by contempt proceedings or otherwise.

H. Miscellaneous.

30. From and after the Effective Date, this Court shall retain and have exclusive jurisdiction of all matters arising out of this Chapter 11 case pursuant to, and for purposes of, subsection 105(a) and section 1142 of the Bankruptcy Code, including without limitation, jurisdiction over the matters set forth in the Plan, which is incorporated herein by reference, as if set forth *in extenso*.

31. Except as otherwise provided in the Plan and this Order, notice of all subsequent pleadings in this Chapter 11 case shall be limited to counsel for the Debtors, the United States Trustee, and any party known to be directly affected by the relief sought.

32. Notwithstanding anything in the Plan or this Order to the contrary, the amount of any Priority Tax Claim for U.S. federal income taxes, if any, and the rights of the holder of such Claim, if any, to payment in respect thereof shall: (a) survive the Effective Date and consummation of the Plan and be determined in the manner and by the administrative or judicial tribunal in which the amount of such Claim and the rights of the holder of such Claim would have been resolved or adjudicated if the Chapter 11 case had not been commenced; and (b) not be discharged, impaired or adversely affected by the Plan. In accordance with section 1124 of the Bankruptcy Code, the Plan shall leave unaltered the legal, equitable and contractual rights of a holder of such Claim.

33. Failure specifically to include or reference particular sections or provisions of the Plan or any related agreement in this Order shall not diminish or impair the effectiveness of such sections or

provisions, it being the intent of the Court that the Plan be confirmed and such related agreements be approved in their entirety.

34. All entities holding Claims against the Debtors that are treated under the Plan are hereby directed to execute, deliver, file, or record any document, and to take any action necessary to implement, consummate, and otherwise effect the Plan in accordance with its terms, and all such entities shall be bound by the terms and provisions of all documents executed and delivered by them in connection with the Plan.

35. In accordance with section 1142 of the Bankruptcy Code, the Debtors, and any other entity designated pursuant to the Plan are hereby authorized, empowered and directed to issue, execute, deliver, file and record any document, and to take any action necessary or appropriate to implement, consummate and otherwise effectuate the Plan in accordance with its terms, and all such entities shall be bound by the terms and provisions of all documents issued, executed and delivered by them as necessary or appropriate to implement or effectuate the transactions contemplated by the Plan and as set forth in the Plan.

36. Any document related to the Plan that refers to a plan of reorganization of the Debtors other than the Plan confirmed by this Order shall be, and it hereby is, deemed to be modified such that the reference to a plan of reorganization of the Debtors in such document shall mean the Plan confirmed by this Order, as appropriate.

37. In the event of an inconsistency between the Plan, on the one hand, and any other agreement, instrument, or document intended to implement the provisions of the Plan, on the other, the provisions of the Plan shall govern (unless otherwise expressly provided for in such agreement, instrument, or document). In the event of any inconsistency between the Plan or any agreement, instrument, or document intended to implement the Plan, on the one hand, and this Order, on the other,

the provisions of the Plan shall govern. Notwithstanding the foregoing, the Paulson and NSB Stipulation (Docket No. 500) expressly governs the treatment of Class 2(g) and Class 4.

38. The provisions of this Order are integrated with each other and are non-severable and mutually dependent.

39. This Order is a final order and the period in which an appeal must be filed shall commence immediately upon the entry hereof.

40. If any or all of the provisions of this Order are hereafter reversed, modified or vacated by subsequent order of this Court, or any other Court, such reversal, modification or vacatur shall not affect the validity of the acts or obligations incurred or undertaken under or in connection with the Plan prior to the Debtors' receipt of written notice of such order. Notwithstanding any such reversal, modification or vacatur of this Order, any such act or obligation incurred or undertaken pursuant to, and in reliance on, this Order prior to the effective date of such reversal, modification or vacatur shall be governed in all respects by the provisions of this Order and the Plan and all related documents or any amendments or modifications thereto.

41. The Plan shall be substantially consummated on the Effective Date because the transactions described in the Plan shall have occurred or shall have been provided for.

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, NV 89119
Attorneys for Debtors

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 Stevens, Esq.; Jeff Sylvester, Esq.; Ryan Andersen, 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
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EXHIBIT A

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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 Date: June 19, 2013
Debtors.	)	Confirmation Hearing Time: 9:00 a.m.
	)	

THIRD AMENDED JOINT PLAN OF REORGANIZATION FOR GO GLOBAL, INC., CARLOS A. HUERTA AND CHRISTINE H. HUERTA, CHARLESTON FALLS, LLC AND HPCH, LLC UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

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THIRD AMENDED JOINT 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

Carlos A. Huerta, Christine H. Huerta, Go Global, Inc. Charleston Falls, LLC and HPCH, LLC, as debtors and debtors in possession (the "**Debtors**"), propose the following plan of reorganization (the "**Plan**") for the resolution of the outstanding Claims against, and Equity Interests in, the Debtors. The Debtors are the proponent of the Plan within the meaning of section 1129 of the Bankruptcy Code (as defined below). Reference is made to the Debtors' Disclosure Statement for a discussion of the Debtors' history, business, results of operations, historical financial information, and accomplishments during the Chapter 11 Cases (as defined below), projections and properties, and for a summary and analysis of this Plan and the treatment provided for herein. There also are other agreements and documents, which are or will be filed with the Bankruptcy Court, that are referenced in this Plan or the Disclosure Statement.

ARTICLE I.
RULES OF INTERPRETATION, COMPUTATION OF TIME, GOVERNING LAW AND DEFINED TERMS

A. Rules of Interpretation, Computation of Time and Governing Law

1. For purposes herein: (a) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, feminine and the neuter gender; (b) any reference herein to a contract, lease, instrument, release, indenture or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; (c) any reference herein to an existing document or exhibit having been Filed or to be Filed shall mean that document or exhibit, as it may thereafter be amended, modified or supplemented; (d) unless otherwise specified, all references herein to "Articles" are references to Articles hereof or hereto; (e) unless otherwise stated, the words ''herein,'' "hereof" and ''hereto'' refer to the Plan in its entirety rather than to a particular portion of the Plan; (f) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation hereof; (g) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; and (h) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be.

2. The provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein.

Defined Terms

Unless the context otherwise requires, the following terms shall have the following meanings when used in capitalized form herein:

1. "*Accrued Professional Compensation*" means, at any given moment, all accrued, contingent and/or unpaid fees and expenses (including, without limitation, success fees and Allowed Professional Compensation) for legal, financial advisory, accounting and other services and reimbursement of expenses that are awardable and allowable under sections 328, 330(a) or 331 of the Bankruptcy Code or otherwise rendered allowable prior to the Confirmation Date by any Retained Professionals in the Chapter 11 Cases, that the Bankruptcy Court has not denied by a Final Order, to the extent that any such fees and expenses have not been previously paid regardless of whether a fee application has been Filed for any such amount.

2. "*Administrative Claim*" means any Claim for costs and expenses of administration of the Estate under sections 503(b), 507(b) or 1114(e)(2) of the Bankruptcy Code (excluding claims under section 503(b)(9) of the Bankruptcy Code), including, without limitation: (a) the actual and necessary costs and expenses incurred after the Commencement Date of preserving the Estate and operating the business of the Debtors; (b) Allowed Professional Compensation; and (c) all fees and charges assessed against the Estates under chapter 123 of title 28 of the United States Code, 28 U.S.C. §§ 1911-1930.

3. "*Affiliate*" has the meaning set forth at section 101(2) of the Bankruptcy Code.

4. *"Allowed"* means, with respect to Claims or Equity Interests: (a) any Claim or Equity Interest,, proof of which is timely Filed by the applicable Claims Bar Date (or which by the Bankruptcy Code or Final Order is not or shall not be required to be Filed); (b) any Claim or Equity Interest that is listed in the Schedules as of the Effective Date as not contingent, not unliquidated and not Disputed, and for which no Proof of Claim or Interest has been timely Filed; or (c) any Claim or Equity Interest Allowed pursuant to the Plan; *provided, however,* that with respect to any Claim or Equity Interest described in clause (a) above, such Claim or Equity Interest shall be considered Allowed only if and to the extent that (x) with respect to any Claim or Equity Interest, no objection to the allowance thereof has been interposed within the applicable period of time fixed by the Plan, the Bankruptcy Code, the Bankruptcy Rules or the Bankruptcy Court, or (y) such an objection is so interposed and the Claim or Equity Interest shall have been Allowed for distribution purposes only by a Final Order. Any Claim that has been or is hereafter listed in the Schedules as contingent, unliquidated or disputed, and for which no Proof of Claim has been timely Filed, is not considered Allowed and shall be expunged without further action by the Debtors or the Reorganized Debtors and without any further notice to or action, order or approval of the Bankruptcy Court.

5. *"Allowed Professional Compensation"* means all Accrued Professional Compensation allowed or awarded by a Final Order of the Bankruptcy Court or any other court of competent jurisdiction.

6. "*Assets*" means all of the Debtors' right, title and interest of any nature in property, wherever located, as specified in section 541 of the Bankruptcy Code.

7. "*Avoidance Actions*" means any and all claims and causes of action which any of the Debtors, the debtors in possession, the Estate, or other appropriate party in interest has asserted or may assert under sections 502, 510, 542, 544, 545, or 547 through 553 of the Bankruptcy Code or under similar or related state or federal statutes and common law, including fraudulent transfer laws.

8. *"Ballots"* means the ballots accompanying the Disclosure Statement upon which certain Holders of Impaired Claims (modified, as necessary, based on voting party in accordance with the Disclosure Statement Order) entitled to vote shall, among other things, indicate their acceptance or rejection of the Plan in accordance with the Plan and the procedures governing the solicitation process, and which must be actually received on or before the Voting Deadline.

9. *"Bankruptcy Code"* means Chapter 11 of the Bankruptcy Code, 11 U.S.C. §§ 101-1532, as applicable to the Chapter 11 Cases, and to the extent of the withdrawal of any reference under section 157 of Title

28 of the United States Code and/or the Order of the United States District Court for the District of Nevada pursuant to section 157(a) of Title 28 of the United States Code, the United States District Court for the District of Nevada.

10. *"Bankruptcy Court"* means the United States Bankruptcy Court for the District of Nevada, having jurisdiction over the Chapter 11 Cases.

11. "*Bankruptcy Rules*" means the Federal Rules of Bankruptcy Procedure, as applicable to the Chapter 11 Cases, promulgated under 28 U.S.C. § 2075 and the general, local and chambers rules of the Bankruptcy Court.

12. "*Business Day*" means any day, other than a Saturday, Sunday or "legal holiday" (as defined in Bankruptcy Rule 9006(a)).

13. "*Cash*" means the legal tender of the United States of America or the equivalent thereof.

14. "*Causes of Action*" means all actions, 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.

15. "*Chapter 11 Cases*" means the Chapter 11 Cases pending for the Debtors under chapter 11 of the Bankruptcy Code in the Bankruptcy Court.

16. "*Claim*" means any claim against the Debtors as defined in section 101(5) of the Bankruptcy Code.

17. "*Claims Bar Date*" means, as applicable, the dates set forth in Article II.C. of the Disclosure Statement.

18. *"Claims Objection Bar Date"* means, for each Claim, the later of (a) 180 days after the Effective Date and (b) such other period of limitation as may be specifically fixed by an order of the Bankruptcy Court for objecting to such Claims; *provided, however*, that in no event shall the Claims Objection Bar Date be greater than 120 days after the Effective Date with respect to any General Unsecured Claim in Class 7.

19. *"Claims Register"* means the official register of Claims maintained by the Bankruptcy Court.

20. "*Class*" means a category of Holders of Claims or Equity Interests as set forth in Article III hereof pursuant to section 1122(a) of the Bankruptcy Code.

21. *"Commencement Date"* means March 23, 2010, the date on which the Debtors commenced the Chapter 11 Cases.

22. *"Commission"* means the U.S. Securities and Exchange Commission.

23. "*Confirmation*" means the entry of the Confirmation Order on the docket of the Chapter 11 Cases, subject to all conditions specified in Article IX hereof having been: (a) satisfied; or (b) waived pursuant to Article IX.C hereof.

24. "*Confirmation Date*" means the date upon which the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Cases, within the meaning of Bankruptcy Rules 5003 and 9021.

25. *"Confirmation Hearing"* means the hearing held by the Bankruptcy Court on Confirmation of the Plan pursuant to section 1129 of the Bankruptcy Code, as such hearing may be continued from time to time.

26. "*Confirmation Order*" means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

27. *"Consummation"* means the occurrence of the Effective Date.

28. "*Creditor*" means a Holder of a Claim.

29. *"Cure Claim"* means a Claim based upon the Debtors' default on an Executory Contract or Unexpired Lease at the time such contract or lease is assumed by the Debtors under sections 365 or 1123 of the Bankruptcy Code.

30. "*Debtors*" means Carlos A. Huerta and Christine H. Huerta, Go Global, Inc., HPCH, LLC, and Charleston Falls, LLC in their individual capacity as debtors in this Chapter 11 Cases.

31. "*Debtors in Possession*" means the Debtors, as debtors in possession in these Chapter 11 Cases.

32. "*Disclosure Statement*" means the First Amended *Disclosure Statement for Joint Plan of Reorganization of Carlos A. Huerta and Christine H. Huerta, Go Global, Inc., HPCH, LLC, and Charleston Falls, LLC Under Chapter 11 of the Bankruptcy Code*, as amended, supplemented or modified from time to time, including all exhibits and schedules thereto and references therein that relate to the Plan, that is prepared and distributed in accordance with the Bankruptcy Code, Bankruptcy Rules and any other applicable law.

33. *"Disclosure Statement Motion"* means that certain *Motion for Order (A) Approving the Disclosure Statement, (B) Establishing the Record Date, Voting Deadline, and Other Dates, (C) Approving Procedures for Soliciting, Receiving and Tabulating Votes on the Plan and for Filing Objections to the Plan and (D) Approving the Manner and Forms of Notice and Other Related Documents* filed with the Bankruptcy Court on January 22, 2013, as the Motion may be amended from time to time.

34. "*Disclosure Statement Order*" means that certain *Order (A) Approving the Disclosure Statement, (B) Establishing the Record Date, Voting Deadline, and Other Dates, (C) Approving Procedures for Soliciting, Receiving and Tabulating Votes on the Plan and for Filing Objections to the Plan and (D) Approving the Manner and Forms of Notice and Other Related Documents* approved by the Bankruptcy Court on March 26, 2013, as the order may be amended from time to time.

35. "*Disputed Claim*" means, with respect to any Claim or Equity Interests, any Claim or Equity Interests listed on (a) the Claims Register that is not yet Allowed, or (b) Scheduled as Disputed.

36. "*Distribution Agent*" means Cynthia Bitaut of Baxter Distribution Services, 2655 Box Canyon Drive, No. 190, Las Vegas, Nevada 89128.

37. *"Distribution Record Date"* means the date for determining which Holders of Claims are eligible to receive distributions hereunder and shall be the Voting Deadline or such other date as designated in an order of the Bankruptcy Court.

38. "Decision" means that certain 79-page Memorandum Decision After Trial entered by the Bankruptcy Court on November 2, 2012, in favor of the Debtors and against Hugo R. Paulson and the Paulson Entities (jointly and severally) in that certain adversary proceeding captioned Carlos A. Huerta, et al. v. Hugo R. Paulson, et al., Adversary Case No. 10-01334-BAM, Docket No. 219.

39. "*Effective Date*" means the day that is the first Business Day occurring at least 15 days after the Confirmation Date on which: (a) no stay of the Confirmation Order is in effect; and (b) all conditions specified in Article IX.B hereof have been: (i) satisfied; or (ii) waived pursuant to Article IX.C hereof.

40. "*Entity*" means an entity as defined in section 101(15) of the Bankruptcy Code.

41. "*Equity Interest*" means any: (a) equity security in the Debtors, including all issued, unissued, authorized, or outstanding shares of stock, together with any warrants, options, or contractual rights to purchase or acquire such equity securities at any time and all rights arising with respect thereto or (b) partnership, limited liability company, or similar interest in the Debtors.

42. "*Estate*" means, as to the Debtors, the estate created for the Debtors in its Chapter 11 Cases pursuant to section 541 of the Bankruptcy Code.

43. *"Exchange Act"* means the Securities Act of 1933, 15 U.S.C. §§ 77a-77aa, or any similar federal, state or local law.

44. "*Executory Contract*" means a contract to which the Debtors are a party that is subject to assumption or rejection under sections 365 or 1123 of the Bankruptcy Code.

45. *"Fee Claim"* means a Claim under sections 328, 330(a), 331, 363, 503 or 1103 of the Bankruptcy Code for Accrued Professional Compensation.

46. *"File"* or *"Filed"* means file, filed or filing with the Bankruptcy Court or its authorized designee in this Chapter 11 Cases.

47. "*Final Order*" means an order or judgment of the Bankruptcy Court, or other court of competent jurisdiction with respect to the subject matter, as entered on the docket in the Chapter 11 Cases or the docket of any court of competent jurisdiction, that has not been reversed, stayed, modified or amended, and as to which the time to appeal, or seek certiorari or move for a new trial, reargument or rehearing has expired and no appeal or petition for certiorari or other proceedings for a new trial, reargument or rehearing been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been timely Filed has been withdrawn or resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought or the new trial, reargument or rehearing shall have been denied, resulted in no modification of such order or has otherwise been dismissed with prejudice.

48. *"General Unsecured Claim"* means claim against the Debtors that is not (i) an Administrative Claim, (ii) a Priority Tax Claim, (iii) a Priority Non-Tax Claim, or (iv) a Secured Claim.

49. *"Governmental Bar Date"* means the dates set forth in Article II.C. of the Disclosure Statement.

50. "*Holder*" means an Entity holding a Claim or an Equity Interest.

51. *"Impaired"* means any Claims in an Impaired Class.

52. "*Impaired Class*" means an impaired Class within the meaning of section 1124 of the Bankruptcy Code.

53. "*Initial Distribution Date*" means the date that is as soon as practicable after the Effective Date, but no sooner than thirty (30) days after the Effective Date, when distributions under the Plan shall commence, or after the collection of no less that 40% of the Judgment against the Paulson Group, when payments to the Allowed Claims of unsecured creditors begin.

54. "Judgment" means that certain judgment entered in favor of the Debtors and against Hugo R. Paulson and the Paulson Entities in the gross sum of $5,579,656.71, plus pre-judgment interest and post-judgment interest in that certain adversary proceeding entitled Carlos A. Huerta, et. al. v. Hugo R. Paulson, et. al, Adversary Case No. 10-01334-BAM, Docket No. 220.

55. *"New Equity Interests"* means the equity in Reorganized Debtors to be authorized, issued or reserved on the Effective Date pursuant to the Plan, which shall constitute all of the direct or indirect equity of the Reorganized Debtors.

56. "Paulson Appeal" means that certain appeal of the Decision and Judgment by Hugo R. Paulson and the Paulson Entities to the Bankruptcy Appellate Panel for the Ninth Circuit Court of Appeals.

57. "Paulson Bankruptcy Cases" means those certain Chapter 11 cases filed by Hugo R. Paulson and the Paulson Entities on November 16, 2012, in the United States Bankruptcy Court for the District of Arizona.

58. "*Paulson Entities*" means any entity related to, owned (in whole or in part) or controlled by Hugo R. Paulson, including but not limited to Azure Seas, LLC, and Azure Seas Holdings, LLC.

59. *"Periodic Distribution Date"* means the first Business Day that is as soon as reasonably practicable occurring no later than approximately 180 days after the Initial Distribution Date, and thereafter, the first Business Day that is as soon as reasonably practicable occurring no later than 180 days after the immediately preceding Periodic Distribution Date.

60. "*Person*" means a person as defined in section 101(41) of the Bankruptcy Code.

61. "*Plan*" means this First Amended *Joint Plan of Reorganization of Carlos A. Huerta and Christine H. Huerta, Go Global, Inc., HPCH, LLC, and Charleston Falls, LLC Under Chapter 11 of the Bankruptcy Code* dated January 17, 2013, as amended, supplemented or modified from time to time, including, without limitation, the Plan Supplement, which is incorporated herein by reference.

62. "*Plan Supplement*" means, collectively, the compilation of documents and forms of documents, and all exhibits, attachments, schedules, agreements, documents and instruments referred to therein, ancillary or otherwise, all of which are incorporated by reference into, and are an integral part of, the Plan, as all of the same may be amended, modified, replaced and/or supplemented from time to time in accordance with the terms hereof and the Bankruptcy Code and the Bankruptcy Rules.

63. "Priority Non-Tax Claim" means any Claim accorded priority in right of payment pursuant to section 507(a) of the Bankruptcy Code, other than a Priority Tax Claim or an Administrative Claim.

64. "*Priority Tax Claim*" means any Claim of a governmental unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.

65. *"Proof of Claim"* means a proof of Claim Filed against the Debtors in the Chapter 11 Cases.

66. "*Proof of Interest*" means proof of Equity Interest filed against the Debtor in the Chapter 11 Cases.

67. "*Pro Rata*" means the proportion that an Allowed Claim in a particular Class bears to the aggregate amount of Allowed Claims in that Class, or the proportion that Allowed Claims in a particular Class bear to the aggregate amount of Allowed Claims in a particular Class and other Classes entitled to share in the same recovery as such Allowed Claim under the Plan.

68. *"Record Date"* means the bar dates set forth in Article II.C. of the Disclosure Statement.

69. "*Reorganized Debtors*" means the Debtors, or any successor thereto, by merger, consolidation or otherwise, on or after the Effective Date.

70. "*Retained Professional*" means any Entity: (a) employed in this Chapter 11 Cases pursuant to a Final Order in accordance with sections 327 and 1103 of the Bankruptcy Code and to be compensated for services rendered prior to the Effective Date, pursuant to sections 327, 328, 329, 330 or 331 of the Bankruptcy Code; or

(b) for which compensation and reimbursement has been allowed by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code.

71. "*Schedules*" mean, collectively, the schedules of assets and liabilities, schedules of Executory Contracts and Unexpired Leases and statements of financial affairs Filed by the Debtors pursuant to section 521 of the Bankruptcy Code and in substantial accordance with the Official Bankruptcy Forms, as the same may have been amended, modified or supplemented from time to time.

72. *"Securities Act"* means the United States Securities Act of 1933, as amended.

73. "*SLF*" means The Schwartz Law Firm, Inc.

74. "*Unexpired Lease*" means a lease to which the Debtors are a party that is subject to assumption or rejection under sections 365 or 1123 of the Bankruptcy Code.

75. "*Unimpaired*" means, with respect to a Class of Claims or Equity Interests, a Claim or an Equity Interest that is unimpaired within the meaning of section 1124 of the Bankruptcy Code.

76. "*Unimpaired Class*" means an unimpaired Class within the meaning of section 1124 of the Bankruptcy Code.

77. "*Voting Classes*" means, Classes means Classes 2, 4, 5 and 6.

78. *"Voting Deadline"* means May 13, 2013 at 5:00 p.m. prevailing Pacific Time for all Holders of Claims, which is the date and time by which all Ballots must be received by the Debtors in accordance with the Disclosure Statement Order, or such other date and time as may be established by the Bankruptcy Court with respect to any Voting Class.

ARTICLE II.

ADMINISTRATIVEAND PRIORITY TAX CLAIMS

A. Administrative Claims

Each Holder of an Allowed Administrative Claim shall be paid the full unpaid amount of such Claim in Cash (a) on or as soon as reasonably practicable after the Effective Date, (b) if such Claim is Allowed after the Effective Date, on or as soon as reasonably practicable after the date such Claim is Allowed, or (c) upon such other terms as may be agreed upon by the Debtors or the Reorganized Debtors, as applicable, and such Holder or otherwise upon an order of the Bankruptcy Court; *provided, however*, that Allowed Administrative Expense Claims representing liabilities incurred by the Debtors in the ordinary course of business during the Chapter 11 Cases, other than those liabilities constituting or relating to commercial tort claims or patent, trademark or copyright infringement claims, shall be paid in the ordinary course of business in accordance with the terms and subject to the conditions of any agreements governing, instruments evidencing, or other documents related to such transactions, and holders of claims related to such ordinary course liabilities are not required to File or serve any request for payment of such Administrative Claims.

1. Bar Date for Administrative Claims

Except as otherwise provided in this Article II.A hereof, unless previously Filed, requests for payment of Administrative Claims must be Filed and served on the Reorganized Debtors pursuant to the procedures specified in the Confirmation Order and the notice of entry of the Confirmation Order no later than 45 days after the Effective Date. Holders of Administrative Claims that are required to File and serve a request for payment of such Administrative Claims, including, without limitation, Holders of Claims for liabilities constituting or relating to commercial tort claims or patent, trademark or copyright infringement claims who assert that such claims constitute Administrative Claims, that do not File and serve such a request by the applicable Claims Bar Date shall be forever

barred, estopped and enjoined from asserting such Administrative Claims against the Debtors or any Reorganized Debtors or their Estates and property and such Administrative Claims shall be deemed discharged as of the Effective Date. Objections to such requests must be Filed and served on the Reorganized Debtors and the requesting party by the later of (a) 120 days after the Effective Date and (b) 60 days after the Filing of the applicable request for payment of Administrative Claims, if applicable, as the same may be modified or extended from time to time by the Bankruptcy Court and/or on motion of a party in interest approved by the Bankruptcy Court.

2. Professional Compensation and Reimbursement Claims

Retained Professionals or other Entities asserting a Fee Claim for services rendered before the Confirmation Date must File and serve on the Reorganized Debtors and such other Entities who are designated by the Bankruptcy Rules, the Confirmation Order or other order of the Bankruptcy Court an application for final allowance of such Fee Claim no later than 60 days after the Effective Date; *provided* that the Reorganized Debtors shall pay Retained Professionals or other Entities in the ordinary course of business for any work performed after the Confirmation Date. Objections to any Fee Claim must be Filed and served on the Reorganized Debtors and the requesting party by 14 days after the Filing of the applicable request for payment of the Fee Claim. To the extent necessary, the Confirmation Order shall amend and supersede any previously entered order of the Bankruptcy Court regarding the payment of Fee Claims. Each Holder of an Allowed Fee Claim shall be paid by the Reorganized Debtors in Cash within five (5) Business Days of entry of the order approving such Allowed Fee Claim.

Priority Tax Claims

Each Holder of an Allowed Priority Tax Claim due and payable on or prior to the Effective Date shall receive, as soon as reasonably practicable after the Effective Date, on account of such Claim: (1) Cash in an amount equal to the amount of such Allowed Priority Tax Claim; (2) Cash in an amount agreed to by the Debtors or Reorganized Debtors, as applicable, and such Holder; *provided, however,* that such parties may further agree for the payment of such Allowed Priority Tax Claim at a later date; or (3) at the option of the Debtors, Cash in an aggregate amount of such Allowed Priority Tax Claim payable in installment payments over a period not more than five years after the Commencement Date, plus simple interest at the rate required by applicable law on any outstanding balance from the Effective Date, or such lesser rate as is agreed to by a particular taxing authority, pursuant to section 1129(a)(9)(C) of the Bankruptcy Code. To the extent any Allowed Priority Tax Claim is not due and owing on the Effective Date, such Claim shall be paid in full in cash in accordance with the terms of any agreement between the Debtors and such Holder, or as may be due and payable under applicable non-bankruptcy law or in the ordinary course of business. The Debtors do not have any Priority Tax Claims.

ARTICLE III.

CLASSIFICATION AND TREATMENT OF CLASSIFIED CLAIMS AND EQUITY INTERESTS

A. Summary

1. This Plan constitutes the chapter 11 plan of reorganization for the Debtors. Except for the Claims addressed in Article II above (or as otherwise set forth herein), all Claims against the Debtors are placed in Classes for the Debtors. Class 8 consists of Equity Interests. In accordance with section 1123(a)(1) of the Bankruptcy Code, the Debtor has not classified Administrative Claims and Priority Tax Claims, as described in Article II.

2. The categories of Claims and Equity Interests listed below classify Claims and Equity Interests for all purposes, including, without limitation, voting, Confirmation and distribution pursuant hereto and pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code. The Plan deems a Claim or Equity Interest to be classified in a particular Class only to the extent that the Claim or Equity Interest qualifies within the description of that Class and shall be deemed classified in a different Class to the extent that any remainder of such Claim or Equity Interest qualifies within the description of the different Class. A Claim or Equity Interest is in a particular Class only to the extent that any such Claim or Equity Interest is Allowed in that Class and has not been paid or otherwise settled prior to the Effective Date.

3. 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.

If no objections are filed to the Plan, the Debtors may elect to make no distributions to general unsecured creditors as set forth in Section 1129(a)(15) of the Bankruptcy Code.

4. Summary of Classification and Treatment of Classified Claims and Equity Interests

Class	Claim	Status	Voting Rights
1(a)	Secured Claim of BMW Financial Services, LLC	Unimpaired	Deemed to Accept
1(b)	Secured Claim of Wachovia/Wells Fargo Bank	Unimpaired	Deemed to Accept
1(c)	Secured Claim of Chase Home Finance	Unimpaired	Deemed to Accept
1(d)	Secured Claim of Zions Bank	Unimpaired	Deemed to Accept
2(a)	Secured Claim of Nevada State Bank	Impaired	Entitled to Vote
2(b)	Secured Claim of BAC Home Loans Servicing, LP	Impaired	Entitled to Vote
2(c)	Secured Claim of Wells Fargo Bank, N.A.	Impaired	Entitled to Vote
2(d)	Secured Claim of the Lionel Foundation	Impaired	Entitled to Vote
2(e)	Secured Claim of Aurora Loan Servicing, LLC	Impaired	Entitled to Vote
2(f)	Secured Claim of Wells Fargo Bank, N.A.	Impaired	Entitled to Vote
2(g)	Secured Claim of Hugo R. Paulson and Paulson Entities	Impaired	Entitled to Vote
3	Priority Claims	Unimpaired	Deemed to Accept
4	Unsecured Claims of Paulson and Paulson Entities	Impaired	Entitled to Vote
5	Unsecured Claim of Nevada State Bank	Impaired	Entitled to Vote
6	General Unsecured Claims	Impaired	Entitled to Vote
7	Equity Interests	UnImpaired	Deemed to Accept

B. Classification and Treatment of Claims and Equity Interests

1. Class 1(a) – Secured Claim of BMW Financial Services, LLC

(a) *Classification*: Class 1(a) consists of the Secured Claim of BMW Financial Services against the Debtors' 2008 Volvo XC70, which is secured by a lien against the Debtors' property, loan number xxxxx9087.

(b) *Treatment*: The holder of the allowed Class 1(a) Secured Claim shall be unimpaired and 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 its related loan terms. Any prepetition default is hereby cured under the treatment of the Plan. In the event of a default post-confirmation, the secured creditor shall first comply with all default procedures set forth in the Plan, second the contract between the parties, and last, if necessary or applicable, state law.

(c) *Voting*: Class 1(a) is an unimpaired class, and the holder of the Class 1(a) claim is conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the holder of the Class 1(a) claim is not entitled to vote to accept or reject the Plan.

Class 1(b) – Secured Claim of Wachovia/Wells Fargo Bank, N.A.

(a) *Classification*: Class 1(b) consists of the Secured Claim of Wachovia/Wells Fargo Bank, N.A., which is secured by a lien against the Debtors' investment property located at 8767

N. US Highway 301, Wildwood, Florida, loan number xxxxx1166-2 (Wachovia Bank's Number) or xxxx7390 (now with Wells Fargo Bank).

(b) *Treatment*: The holder of the allowed Class 1(b) Secured Claim shall be unimpaired and 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 its related loan terms. Such payments will be made by The Villages, LLC. In the event of a default post-confirmation, the secured creditor shall first comply with all default procedures set forth in the Plan, second the contract between the parties, and last, if necessary or applicable, state law.

(c) *Voting*: Class 1(b) is an unimpaired class, and the holder of Class 1(b) claim is not entitled to vote to accept or reject the Plan.

Class 1(c) – Secured Claim of Chase Home Finance, LLC

(a) *Classification*: Class 1(c) consists of the Secured Claim of Chase Home Finance against the Debtors' property located at 809 Lone Star Drive, Cedar Park, Texas 78613, which is secured by a lien against the Debtors' residential property, loan number xxxxxxx7905.

(b) *Treatment*: The holder of the allowed Class 1(c) Secured Claim shall be unimpaired and paid its indubitable equivalent in accordance with section 1129(b)(2)(A)(iii) by the Debtor's surrendering of the property to Chase Manhattan Home Loans. In the event of a default post-confirmation, the secured creditor shall first comply with all default procedures set forth in the Plan, second the contract between the parties, and last, if necessary or applicable, state law.

(c) *Voting*: Class 1(c) is an unimpaired class, and the holder of Class 1(c) claim is not entitled to vote to accept or reject the Plan.

Class 1(d) – Secured Claim of Zions Bank

(a) *Classification*: Class 1(d) consists of the Secured Claim of Zions Bank, which is secured by a lien against the Debtors' property located at 1370 Highway #20, Ashton, Idaho 83420, loan number xxxxx9001.

(b) *Treatment*: The holder of the allowed Class 1(d) Secured Claim shall be unimpaired and 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 its related loan terms. In the event of a default post-confirmation, the secured creditor shall first comply with all default procedures set forth in the Plan, second the contract between the parties, and last, if necessary or applicable, state law.

(c) *Voting*: Class 1(d) is an unimpaired class, and the holder of the Class 1(d) claim is conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the holder of the Class 1(d) claim is not entitled to vote to accept or reject the Plan

2. Class 2(a) – Secured Claim of Nevada State Bank

(a) *Classification*: Class 2(a) consists of the Secured Claim of Nevada State Bank against the Debtors' property located at 3060 E. Post Road, Suite 110, Las Vegas, Nevada 89120 which is secured by a lien against the Debtors' property, loan number xxxxxxxxxxxxxxx5001.

(b) *Treatment*: The holder of the allowed Class 2(a) Secured Claim shall be impaired, and Nevada State Bank shall be paid the agreed upon principal amount of its claim, or $175,000.00, payable over 6 years from the Effective Date of the Plan, at an interest rate of 5.0% per annum and a monthly payment of $1,850.00. Any amounts due and owing after 6 years shall be payable to Nevada State Bank in one lump sum pursuant to the terms and conditions of an amended and restated note.

In the event of a default post-confirmation, the secured creditor shall first comply with all default procedures set forth in the Plan, second - the contract between the parties, and last, if necessary or applicable, state law.

(c) *Valuation*: The Class 2(a) Secured Claim shall be revalued on the effective date of this Plan, pursuant to sections 1123 and 506 of the Bankruptcy Code. The confirmation order approving the Plan shall set forth the values of each secured creditors' first lien claim as of the effective date of the Plan.

(d) *Unsecured Portion of the Claim*: If any amount of a Class 2(a) claim is deemed to be unsecured in accordance with Section (c), such amount above shall be afforded the treatment set forth in Class 5 below.

(e) *Voting*: Class 2(a) is an impaired class, and the holder of the Class 2(a) claim is entitled to vote to accept or reject the Plan,.

Class 2(b) – Secured Claim of BAC Home Loans Servicing, LP

(a) *Classification*: Class 2(b) consists of the Secured Claim of BAC Home Loans Servicing, LP against the Debtors' property located at 908 Harold Dr., Unit 22, Incline Village, Nevada 89451 which is secured by a lien against the Debtors' residential property, loan number xxxx3713.

(b) *Treatment*: The holder of the allowed Class 2(b) Secured Claim shall be impaired and 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, Docket No. 423.

In the event of a default post-confirmation, the secured creditor shall first comply with all default procedures set forth in the Plan, second - the contract between the parties, and last, if necessary or applicable, state law.

(c) *Valuation*: The Class 2(b) Secured Claim shall be revalued on the effective date of this Plan, pursuant to sections 1123 and 506 of the Bankruptcy Code, in accordance with the value of such property. The confirmation order approving the Plan shall set forth the values of each secured creditors first lien claim as of the effective date of the Plan.

(d) *Unsecured Portion of the Claim*: If any amount of a Class 2(b) claim is deemed to be unsecured in accordance with Section (c) above, such amount shall be afforded the treatment set forth in Class 5 below.

(e) *Voting*: Class 2(b) is an impaired class, and the holder of the Class 2(b) claim is entitled to vote to accept or reject the Plan.

Class 2(c) – Secured Claim of Wells Fargo Bank, N.A.

(a) *Classification*: Class 2(c) consists of the Secured Claim of Wells Fargo Bank, N.A. against the Debtors' property located at 711 Biltmore Way, Unit 302, Coral Gables,

Florida 33134, which is secured by a lien against the Debtors' property, loan number xxxxxx4767.

(b) *Treatment*: *Treatment*: The holder of the allowed Class 2(c) Secured Claim shall be impaired and paid the full amount of its claim, as agreed by the parties set for in that certain stipulation filed with the court, Docket No. 329, by the Debtor's surrendering of the property to Wells Fargo Bank. In the event of a default post-confirmation, the secured creditor shall first comply with all default procedures set forth in the Plan, second the contract between the parties, and last, if necessary or applicable, state law.

(c) *Valuation*: The Class 2(c) Secured Claim shall be revalued on the effective date of this Plan, pursuant to sections 1123 and 506 of the Bankruptcy Code, in accordance with the value of such property. The confirmation order approving the Plan shall set forth the values of each secured creditors first lien claim as of the effective date of the Plan.

(d) *Unsecured Portion of the Claim*: If any amount of a Class 2(c) claim is deemed to be unsecured in accordance with Section (c) above, such amount shall be afforded the treatment set forth in Class 5 below.

(e) *Voting*: Class 2(c) is an impaired class, and the holder of the Class 2(c) claim is entitled to vote to accept or reject the Plan.

Class 2(d) –Secured Claim of the Lionel Foundation

(a) *Classification*: Class 2(d) consists of the Secured Claim of The Lionel Foundation against the Debtors' property located at Cabin 11 at Mt. Charleston Cabins, APN 129-36-101-009, which is secured by a lien against the Debtors' property, loan number xxxxxx1127.

(b) *Treatment*: The holder of the allowed Class 2(d) Secured Claim shall be impaired and paid the allowed amount of its claim, or $137,194.97, amortized over 30 years with interest-only payments at 3.0% per annum until the earlier of: (i) 2 years from the effective date of the Plan; or (ii) resolution of the dispute with Paulson and the Paulson Entities regarding ownership of Cabin 11, after which the Debtors shall make principal and interest payments at 5.0% per annum, in accordance with that certain stipulation entered between the parties and in accordance with all other terms of its related note and mortgage. In the event of a default post-confirmation, the secured creditor shall first comply with all default procedures set forth in the Plan, second the contract between the parties, and last, if necessary or applicable, state law.

(c) *Valuation*: The Class 2(d) Secured Claim shall be revalued on the effective date of this Plan, pursuant to sections 1123 and 506 of the Bankruptcy Code, in accordance with the value of such property. The confirmation order approving the Plan shall set forth the values of each secured creditors' first lien claim as of the effective date of the Plan.

(d) *Unsecured Portion of the Claim*: If any amount of a Class 2(d) claim is deemed to be unsecured in accordance with Section (c) above, such amount shall be afforded the treatment set forth in Class 5 below.

(e) *Voting*: Class 2(d) is an impaired class, and the holder of the Class 2(d) claim is entitled to vote to accept or reject the Plan.

Class 2(e) – Secured Claim of Aurora Loan Servicing, LLC

(a) *Classification*: Class 2(e) consists of the Secured Claim of Aurora Loan Servicing, LLC against the Debtors' property located at 7229 Mira Vista Street, Las Vegas, Nevada

89120, which is secured by a lien against the Debtors' residential property, loan number xxxxxx6255.

(b) *Treatment*: The holder of the allowed Class 2(e) Secured Claim shall be impaired and paid the allowed amount of its claim, or $673,000.00, amortized at 5.0% over 30 years, as agreed to by the parties and as set forth in that certain stipulation filed with the Court, Docket No. 129 (Case No. 10-14456-BAM). In the event of a default post-confirmation, the secured creditor shall first comply with all default procedures set forth in the Plan, second the contract between the parties, and last, if necessary or applicable, state law.

(c) *Valuation*: The Class 2(e) Secured Claim shall be revalued on the effective date of this Plan, pursuant to sections 1123 and 506 of the Bankruptcy Code, in accordance with the value of such property. The confirmation order approving the Plan shall set forth the values of each secured creditors first lien claim as of the effective date of the Plan.

(d) *Unsecured Portion of the Claim*: If any amount of a Class 2(e) claim is deemed to be unsecured in accordance with Section (c) above, such amount shall be afforded the treatment set forth in Class 5 below.

(e) *Voting*: Class 2(e) is an impaired class, and the holder of the Class 2(e) claim is entitled to vote to accept or reject the Plan.

Class 2(f) – Secured Claim of Wells Fargo Bank

(a) *Classification*: Class 2(f) consists of the Secured Claim of Wells Fargo Bank against the Debtors' property located at 7229 Mira Vista Street, Las Vegas, Nevada 89120, which is secured by a lien against the Debtors' residential property, loan number xxxxxx1998.

(b) *Treatment*: The holder of the allowed Class 2(f) Secured Claim shall be impaired and paid the amount equal to $15,000, amortized over 20 years, with a 1-year Maturity (balloon payment at the 12th monthly payment), and in accordance with all other terms of its related note and mortgage, but at the following interest rates:

Year 1	3.00%

In the event of a default post-confirmation, the secured creditor shall first comply with all default procedures set forth in the Plan, second the contract between the parties, and last, if necessary or applicable, state law.

(c) *Valuation*: The Class 2(f) Secured Claim shall be revalued on the effective date of this Plan, pursuant to sections 1123 and 506 of the Bankruptcy Code, in accordance with the value of such property. The confirmation order approving the Plan shall set forth the values of each secured creditors first lien claim as of the effective date of the Plan.

(d) *Unsecured Portion of the Claim*: If any amount of a Class 2(f) claim is deemed to be unsecured in accordance with Section (c) above, such amount shall be afforded the treatment set forth in Class 5 below.

(e) *Voting*: Class 2(f) is an impaired class, and the holder of the Class 2(e) claim is entitled to vote to accept or reject the Plan.

Class 2(g) – Secured Claim of Hugo R. Paulson and the Paulson Entities

(a) *Classification*. Class 2(g) consists of the Secured Claim of Hugo R. Paulson and the Paulson Entities against the Debtors' 15.87% membership interest in the 38.465-acre

property located near Pflugerville, Texas, owned by Pecan Street Plaza, LLC ("**PSP**"), whose membership interests are jointly owned by the Debtors (15.87%) and Hugo R. Paulson and the Paulson Entities (84.13%).

(b) *Treatment*: The holder of the allowed Class 2(g) Secured Claim shall be impaired and paid the allowed amount of its claim from the proceeds from the sale of the PSP property.

(c) *Voting*. Class 2(g) is an impaired class, and the holder of the Class 2(g) claim is entitled to vote to accept or reject the Plan.

3. Class 3 – Priority Claims

(a) *Classification*: Class 3 consists of the Priority Claims against the Debtors.

(b) *Treatment*: The legal, equitable and contractual rights of the holders of allowed Class 3 Claims are unaltered. Except to the extent that a holder of an allowed Class 3 claim (i) has been paid by the Debtors prior to the effective date of this Plan, or (ii) otherwise agrees to different treatment, each holder of an allowed Class 3 Claim shall receive, in full and final satisfaction of such allowed Class 3 claim, payment in full in cash on or as soon as reasonably practicable after (i) the effective date of the Plan, (ii) the date such allowed Class 3 claim becomes allowed or (iii) such other date as may be ordered by the Bankruptcy Court.

(c) *Voting*: Class 3 is an unimpaired Class, and is deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the holders of Class 3 claims are not entitled to vote to accept or reject the Plan.

4. Class 4 – Allowed Unsecured Claims of Hugo R. Paulson and the Paulson Entities

(a) *Classification*. Class 4 consists of the Allowed Unsecured Claims of Hugo R. Paulson and the Paulson entities against the Debtors.

(b) *Treatment*: All Allowed Unsecured Claims of Hugo R. Paulson or the Paulson Entities 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) whereby Debtors were awarded in excess of $5.5 million, in which the Paulson Group, jointly and severally, is responsible to pay Debtor(s). As the Debtor's 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. The first proceeds which flow from the Decision and Judgment will be used to offset and satisfy the Paulson Group's allowed claims in Class 4.

(c) *Voting*: Class 4 is an impaired class, and the holder of the Class 4 claim is entitled to vote to accept or reject the Plan,.

5. Class 5 – General Allowed Unsecured Claims of Nevada State Bank

(a) *Classification*. Class 5 consists of the Allowed Unsecured Claims of Nevada State Bank against the Debtors.

(b) *Treatment*. All Allowed Unsecured Claims of Nevada State Bank in the approximate amount of $653,000.00 against the Debtors, and Nevada State Bank shall receive the full principal amount of its Allowed Unsecured Claim, and shall be paid from the recoveries obtained by the Debtors from the Judgment against the Paulson Group, payable over 60

months in equal quarterly installments. Until the Debtor recovers funds from the Paulson Group, the Debtors will pay NSB's allowed unsecured claim after the Effective Date of the Plan as follows:

Year 1:	$1,000.00 per month;
Year 2:	$1,500.00 per month;
Year 3:	$2,000.00 per month;
Year 4:	$2,500.00 per month;
Year 5:	$3,000.00 per month.

Any remaining balance at the end of year 5 shall be paid in one lump sum. Interest will accrue starting in year 3 (or month 25) at 4.0% per annum and will continue to accrue on the unpaid balance until NSB's unsecured claim is paid in full.

(c) *Voting*. Class 5 is an impaired class, and the holder of the Class 5 claim is entitled to vote to accept or reject the Plan.

6. Class 6 – General Allowed Unsecured Claims

(a) *Allowance of General Unsecured Claims:* All General Unsecured Claims shall be determined and Allowed in accordance with the procedures set forth in Articles VII and VIII below.

(b) *Treatment:* Except to the extent that a Holder of an Allowed Class 5 Claim has been paid by the Debtors prior to the Effective Date or agrees to alternate treatment, each Holder of an Allowed Class 6 Claim shall be paid 100 % of its of its Allowed principal Claims, which shall be paid out of the Debtors' recoveries from the Judgment against the Paulson Group, payable in 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 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' project their disposable income to be $1,100.00 per month. In the event of a default post-confirmation, the secured creditor shall first comply with all default procedures set forth in the Plan, second - the contract between the parties, and last, if necessary or applicable, state law.

(c) *Voting:* Class 6 is an Impaired Class, and Holders of Class 6 Claims are entitled to vote to accept or reject the Plan.

7. Class 7 – Equity Interests in the Debtors.

(a) *Classification*: Class 7 consists of all Equity Interests.

(b) *Treatment*: On the Effective Date, the Debtors Equity Interest Holders will retain their Equity Interests in the Debtors in exchange for making contributions to fund the Debtors' Plan,. Accordingly, on the Effective Date of the Plan, the Debtors' Equity Interest Holders shall receive their Pro Rata share of Equity Interests in the Reorganized Debtors.

(c) *Voting*: Class 7 is an Unimpaired Class, and is deemed to accept the Plan.

C. Discharge of Claims

Pursuant to section 1141(c) of the Bankruptcy Code, all Claims and Equity Interests that are not expressly provided for and preserved herein shall be extinguished upon Confirmation. Upon Confirmation, the Debtors and

all property dealt with herein shall be free and clear of all such claims and interests, including, without limitation, liens, security interests and any and all other encumbrances.

Confirmation of this Plan does not discharge any of the personal debt of Carlos and Christine Huerta until the court grants a discharge on completion of all payments to unsecured creditors under this Plan as set forth herein and in accordance with Section 1129(a)(15), and as provided in Section 1141(d)(5) of the Code. The Debtors will not be discharged from any debt upon confirmation excepted from discharge under Section 523 of the Code, except as provided in Rule 4007(c) of the Federal Rules of Bankruptcy Procedure.

ARTICLE IV.

ACCEPTANCE OR REJECTION OF THE PLAN

A. Presumed Acceptance of Plan

Classes 1 and 3 are Unimpaired under the Plan, and is, therefore, presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code.

B. Voting Classes

Each Holder of an Allowed Claim as of the Record Date in each of the Voting Classes (Classes 2, 4, 5 and 6) shall be entitled to vote to accept or reject the Plan.

C. Acceptance by Impaired Classes of Claims

Pursuant to section 1126(c) of the Bankruptcy Code and except as otherwise provided in section 1126(e) of the Bankruptcy Code, an Impaired Class of Claims has accepted the Plan if the Holders of at least two-thirds in dollar amount and more than one-half in number of the Allowed Claims in such Class actually voting have voted to accept the Plan.

D. Cramdown

The Debtors request Confirmation of the Plan under section 1129(b) of the Bankruptcy Code with respect to any Impaired Class that does not accept the Plan pursuant to section 1126 of the Bankruptcy Code. The Debtors reserves the right to modify the Plan in accordance with Article XIII.B hereof to the extent, if any, that Confirmation pursuant to section 1129(b) of the Bankruptcy Code requires modification.

E. Elimination of Vacant Classes

Any Class of Claims that is not occupied as of the date of commencement of the Confirmation Hearing by the Holder of an Allowed Claim or a Claim temporarily Allowed under Bankruptcy Rule 3018 (*i.e.*, no Ballots are cast in a Class entitled to vote on the Plan) shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptances or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

ARTICLE V.

MEANS FOR IMPLEMENTATION OF THE PLAN

A. Prosecution of the Paulson Bankruptcy Cases

As set forth in the Disclosure Statement, on November 16, 2012, in order to seek protection from the Decision and Judgment, the Paulson Group each filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Arizona. The Debtors will prosecute and

resolve the Decision and Judgment in the Paulson Bankruptcy Cases in order to obtain recoveries from the Paulson Group to help fund their Plan.

B. Defense of the Paulson Appeal

As set forth in the Disclosure Statement , on November 15, 2012, the Paulson Group appealed the Decision and Judgment to the Bankruptcy Appellate Panel for the Ninth Circuit Court of Appeals. The Debtors will defend the Paulson Appeal in order to uphold the Decision and Judgment and obtain recoveries from the Paulson Group to assist with funding their Plan.

C. General Settlement of Claims

As discussed in detail in Section III.AI of the Disclosure Statement and as otherwise provided herein, pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, Distributions, and other benefits provided under the Plan, and as a result of arms'-length negotiations among the Debtors, and their creditors, upon the Effective Date, the provisions of the Plan shall constitute a good faith compromise and settlement of all Claims and Equity Interests and controversies resolved pursuant to the Plan.

D. New Corporate Existence

As applicable, the Debtors shall continue to exist after the Effective Date as a separate corporate entity or limited liability company, with all the powers of a corporation or limited liability company pursuant to laws of the State of Nevada and pursuant to the certificate of incorporation and bylaws (or other formation documents) in effect prior to the Effective Date, except to the extent such certificate of incorporation or bylaws (or other formation documents) are amended by or in connection with the Plan or otherwise and, to the extent such documents are amended, such documents are deemed to be authorized pursuant hereto and without the need for any other approvals, authorizations, actions or consents.

E. Vesting of Assets in the Reorganized Debtors

Except as otherwise provided herein or in any agreement, instrument or other document relating thereto, on or after the Effective Date, 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, free and clear of all liens, Claims, charges or other encumbrances. Except as may be provided herein, on and after the Effective Date, the Reorganized Debtors may operate its business and may use, acquire or dispose of property and compromise or settle any Claims without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, other than those restrictions expressly imposed by the Plan and the Confirmation Order. Without limiting the foregoing, the Reorganized Debtors shall pay the charges that it incurs after the Effective Date for Retained Professionals' fees, disbursements, expenses or related support services (including reasonable fees relating to the preparation of Retained Professional fee applications) without application to the Bankruptcy Court.

F. Securities Registration Exemption and Registration Rights Agreement

The New Equity Interests to be issued to the Debtors' members will be issued without registration under the Securities Act or any similar federal, state or local law in reliance upon the exemptions set forth in section 1145 of the Bankruptcy Code.

G. Issuance and Distribution of the New Membership Interests

On or immediately after the Effective Date, the Reorganized Debtors, as applicable, shall issue or reserve for issuance all securities required to be issued pursuant hereto. The New Equity Interests issued under the Plan are issued under Section 1145 of the Bankruptcy Code and will be freely tradable, subject to any applicable restrictions of the federal and state securities laws. All of the New Equity Interests issued pursuant to the Plan shall be duly authorized, validly issued and, if applicable, fully paid and non-assessable. Each distribution and issuance referred

to in Article VII hereof shall be governed by the terms and conditions set forth herein applicable to such distribution or issuance and by the terms and conditions of the instruments evidencing or relating to such distribution or issuance, which terms and conditions shall bind each Entity receiving such distribution or issuance.

H. Release of Liens, Claims and Equity Interests

Except as otherwise provided herein or in any contract, instrument, release or other agreement or document entered into or delivered in connection with the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to Article VII hereof, all liens, Claims, Equity Interests, mortgages, deeds of trust, or other security interests against the property of the Estate shall be fully released and discharged.

I. Certificate of Incorporation and Bylaws

The certificates of incorporation and bylaws (or other formation documents relating to limited liability companies) as applicable to any of the Debtors shall be amended as may be required to be consistent with the provisions of the Plan and the Bankruptcy Code or as otherwise required by, and in a form reasonably acceptable to the Reorganized Debtors. On or as soon as reasonably practicable after the Effective Date, as it may apply, the Reorganized Debtors shall file a new certificate of incorporation or organization with the secretary of state (or equivalent state officer or entity), which, as required by section 1123(a)(6) of the Bankruptcy Code, shall prohibit the issuance of non-voting securities. After the Effective Date, the Reorganized Debtors may file a new, or amend and restate its existing, certificate of incorporation, charter and other constituent documents as permitted by the relevant state corporate law.

J. Abandonment of Assets

Pursuant to section 554 of the Bankruptcy Code, the Debtors may abandon certain assets (the "**Abandoned Assets**"), subject to the approval of the Bankruptcy Court in accordance with the confirmation hearing. Should the Debtors decide that it is in the best interests of their estates to abandon certain assets, the Debtors will file a plan supplement to their Plan. Therefore, the order confirming the Plan will constitute the Bankruptcy Court's finding and determination that the abandonment of the Abandoned Assets is: (i) in the best interests of the Debtors, their estates and parties in interest; (ii) fair, equitable and reasonable; (iii) made in good faith; and (iv) approved pursuant to section 554 of the Bankruptcy Code and Bankruptcy Rule 9019.

K. Effectuating Documents; Further Transactions; Exemption from Certain Transfer Taxes

The Debtors or the Reorganized Debtors, as applicable, may take all actions to execute, deliver, file or record such contracts, instruments, releases and other agreements or documents and take such actions as may be necessary or appropriate to effectuate and implement the provisions of the Plan, including, without limitation, the distribution of the securities to be issued pursuant hereto in the name of and on behalf of the Reorganized Debtors, without the need for any approvals, authorizations, actions or consents except for those expressly required pursuant hereto. The secretary and any assistant secretary of the Debtors shall be authorized to certify or attest to any of the foregoing actions.

Prior to, on or after the Effective Date (as appropriate), all matters provided for pursuant to the Plan that would otherwise require approval of the shareholders, directors or members of the Debtors shall be deemed to have been so approved and shall be in effect prior to, on or after the Effective Date (as appropriate) pursuant to applicable law and without any requirement of further action by the shareholders, directors, managers or partners of the Debtors, or the need for any approvals, authorizations, actions or consents.

Pursuant to section 1146(a) of the Bankruptcy Code, any transfers of property pursuant hereto shall not be subject to any stamp tax or other similar tax or governmental assessment in the United States, and the Confirmation Order shall direct the appropriate state or local governmental officials or agents to forgo the collection of any such tax or governmental assessment and to accept for filing and recordation instruments or other documents pursuant to such transfers of property without the payment of any such tax or governmental assessment. Such exemption

specifically applies, without limitation, to all documents necessary to evidence and implement the provisions of and the distributions to be made under the Plan, including the issuance of New Membership Interests.

ARTICLE VI.

TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. Assumption and Rejection of Executory Contracts and Unexpired Leases

1. Assumption of Executory Contracts and Unexpired Leases

Except as otherwise set forth herein, each Executory Contract or Unexpired Lease shall be deemed automatically assumed in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code as of the Effective Date, unless any such Executory Contract or Unexpired Lease:

(a) has been previously rejected by the Debtors by Final Order of the Bankruptcy Court;

(b) has been rejected by the Debtors by order of the Bankruptcy Court as of the Effective Date, which order becomes a Final Order after the Effective Date;

(c) is the subject of a motion to reject pending as of the Effective Date;

(d) is listed on the schedule of "Rejected Executory Contracts and Unexpired Leases" in the Plan Supplement; or

(e) is otherwise rejected pursuant to the terms herein.

The Confirmation Order shall constitute an order of the Bankruptcy Court approving such assumptions pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date. The Debtors reserve the right to amend the schedule of Rejected Executory Contracts and Unexpired Leases at any time before the Effective Date. The Debtor(s)reject any and all rights to and will no longer continue with the contract(s) with Cancun/Monarch Grand Vacations Timeshare, 8335 South Las Vegas Blvd, Las Vegas, NV 89123, Owner #15083349(Pacific Monarch Resorts #15083349) as this property is hereby deemed unsuitable and detrimental to the responsible administration of the estate and the same will apply to the agreement(s) with the Landing at Seven Coves Timeshare#G23422, c/o VRI P.O. Box 3620, Laguna Hills, CA 92654 and the Park City HOA and Sweetwater Lodge, 23807 Alison Creek Road, Laguna Niguel, CA 92677.

2. Approval of Assumptions

The Confirmation Order shall constitute an order of the Bankruptcy Court approving the assumptions described in this Article VI pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date. Any counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption of such Executory Contract or Unexpired Lease will be deemed to have consented to such assumption. Each Executory Contract and Unexpired Lease assumed pursuant to this section or by any order of the Bankruptcy Court, which has not been assigned to a third party prior to the Effective Date, shall revest in and be fully enforceable by the Reorganized Debtors in accordance with its terms, except as such terms are modified by the provisions of the Plan or any order of the Bankruptcy Court authorizing and providing for its assumption under applicable federal law.

3. Assignment of Executory Contracts or Unexpired Leases

In the event of an assignment of an Executory Contract or Unexpired Lease, at least ten (10) days prior to the Confirmation Hearing, the Debtors shall serve upon counterparties to such Executory Contracts and Unexpired Leases, a notice of the proposed assumption and assignment, which will: (a) list the applicable cure amount, if any; (b) identify the party to which the Executory Contract or Unexpired Lease will be assigned; (c) describe the

procedures for filing objections thereto; and (d) explain the process by which related disputes will be resolved by the Bankruptcy Court, Additionally, the Debtors shall file with the Bankruptcy Court a list of such Executory Contracts and Unexpired Leases to be assigned and the proposed cure amounts. Any applicable cure amounts shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the cure amount in Cash on the Effective Date or on such other terms as the parties to such Executory Contracts or Unexpired Leases may otherwise agree.

Any objection by a counterparty to an Executory Contract or Unexpired Lease to a proposed assignment or any related cure amount must be filed, served and actually received by the Debtors, and their counsel, SLF, at least five (5) days prior to the Confirmation Hearing. Any counterparty to an Executory Contract and Unexpired Lease that fails to object timely to the proposed assignment or cure amount will be deemed to have consented to such assignment of its Executory Contract or Unexpired Lease. The Confirmation Order shall constitute an order of the Bankruptcy Court approving any proposed assignments of Executory Contracts or Unexpired Leases pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date.

In the event of a dispute regarding (a) the amount of any cure payment, (b) the ability of any assignee to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assigned or (c) any other matter pertaining to assignment, the applicable cure payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order or orders resolving the dispute and approving the assignment. If an objection to assignment or cure amount is sustained by the Bankruptcy Court, the Reorganized Debtors in their sole option, may elect to reject such Executory Contract or Unexpired Lease in lieu of assuming and assigning it.

4. Rejection of Executory Contracts or Unexpired Leases

All Executory Contracts and Unexpired Leases listed on the schedule of "Rejected Executory Contracts and Unexpired Leases" in the Plan Supplement shall be deemed rejected as of the Effective Date. The Confirmation Order shall constitute an order of the Bankruptcy Court approving the rejections described in this Article VI pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date.

B. Claims on Account of the Rejection of Executory Contracts or Unexpired Leases

All proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, pursuant to the Plan or the Confirmation Order, if any, must be filed with the Bankruptcy Court within thirty (30) days after the date of entry of an order of the Bankruptcy Court (including the Confirmation Order) approving such rejection.

Any Entity that is required to file a Proof of Claim arising from the rejection of an Executory Contract or an Unexpired Lease that fails to timely do so shall be forever barred, estopped and enjoined from asserting such Claim, and such Claim shall not be enforceable, against any Debtors or any Reorganized Debtors or their Estates and property, and the Debtors or the Reorganized Debtors and their Estates and property shall be forever discharged from any and all indebtedness and liability with respect to such Claim unless otherwise ordered by the Bankruptcy Court or as otherwise provided herein.

C. Cure of Defaults for Assumed Executory Contracts and Unexpired Leases

Any monetary defaults under each Executory Contract and Unexpired Lease to be assumed pursuant to the Plan shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the default amount in Cash on the Effective Date or on such other terms as the parties to such Executory Contracts or Unexpired Leases may otherwise agree. At least ten (10) days prior to the Confirmation Hearing, the Debtors shall serve upon counterparties to such Executory Contracts and Unexpired Leases, a notice of the proposed assumption, which will: (1) list the applicable cure amount, if any; (2) describe the procedures for filing objections thereto; and (3) explain the process by which related disputes will be resolved by the Bankruptcy Court; additionally, the Debtors shall file with the Bankruptcy Court a list of such Executory Contracts and Unexpired Leases to be assumed and the proposed cure amounts.

Any objection by a counterparty to an Executory Contract or Unexpired Lease to a proposed assumption or related cure amount must be filed, served and actually received by the Debtors, and their counsel, SLF, at least five (5) days prior to the Confirmation Hearing. Any counterparty to an Executory Contract and Unexpired Lease that fails to object timely to the proposed assumption or cure amount will be deemed to have assented to such matters. In the event of a dispute regarding (1) the amount of any payments to cure such a default, (2) the ability of the Reorganized Debtors or any assignee to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the contract or lease to be assumed or (3) any other matter pertaining to assumption, the cure payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order or orders resolving the dispute and approving the assumption. If an objection to Cure is sustained by the Bankruptcy Court, the Reorganized Debtors in their sole option, may elect to reject such executory contract or unexpired lease in lieu of assuming it.

D. Contracts and Leases Entered Into After the Commencement Date

Contracts and leases entered into after the Commencement Date by any Debtors, including any Executory Contracts and Unexpired Leases assumed by such Debtors, will be performed by the Debtors or Reorganized Debtors liable thereunder in the ordinary course of its business. Accordingly, such contracts and leases (including any assumed Executory Contracts and Unexpired Leases) will survive and remain unaffected by entry of the Confirmation Order.

ARTICLE VII.

PROVISIONS GOVERNING DISTRIBUTIONS

A. Distributions for Claims Allowed as of the Effective Date

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.

If no objections are filed to the Plan, the Debtors may elect to make no distributions to general unsecured creditors as set forth in Section 1129(a)(15) of the Bankruptcy Code.

Except as otherwise provided in the Plan, a Final Order or as agreed to by the relevant parties, the Reorganized Debtors shall make initial distributions under the Plan on account of Claims Allowed before the Effective Date on or as soon as practicable after the Initial Distribution Date; *provided, however*, that payments on account of General Unsecured Claims that become Allowed Claims on or before the Effective Date may commence on the Effective Date.

B. Distributions on Account of Claims Allowed After the Effective Date

1. Payments and Distributions on Disputed Claims

Except as otherwise provided in the Plan, a Final Order or as agreed to by the relevant parties, distributions under the Plan on account of a Disputed Claim that becomes an Allowed Claim after the Effective Date shall be made on the first Periodic Distribution Date after the Disputed Claim becomes an Allowed Claim, and the Debtors or the Reorganized Debtors, as applicable, recover at least 40% of the Judgment against the Paulson Group.

2. Special Rules for Distributions to Holders of Disputed Claims

Notwithstanding any provision otherwise in the Plan and except as otherwise agreed to by the relevant parties no partial payments and no partial distributions shall be made with respect to a Disputed Claim until all such disputes in connection with such Disputed Claim have been resolved by settlement or Final Order. In the event that

there are Disputed Claims requiring adjudication and resolution, the Reorganized Debtors shall establish appropriate reserves for potential payment of such Claims.

C. Delivery and Distributions and Undeliverable or Unclaimed Distributions

1. Record Date for Distributions

On the Distribution Record Date, the Claims Register shall be closed and any party responsible for making distributions shall instead be authorized and entitled to recognize only those Holders of Claims listed on the Claims Register as of the close of business on the Distribution Record Date. If a Claim is transferred twenty (20) or fewer days before the Distribution Record Date, the Distribution Agent shall make distributions to the transferee only to the extent practical and, in any event, only if the relevant transfer form contains an unconditional and explicit certification and waiver of any objection to the transfer by the transferor.

2. Delivery of Distributions in General

Except as otherwise provided herein, the Debtors or the Reorganized Debtors, as applicable, shall make distributions to Holders of Allowed Claims at the address for each such Holder as indicated on the Debtor' records as of the date of any such distribution; *provided, however*, that the manner of such distributions shall be determined at the discretion of the Debtors or the Reorganized Debtors, as applicable; and *provided further*, that the address for each Holder of an Allowed Claim shall be deemed to be the address set forth in any Proof of Claim Filed by that Holder.

3. Distributions by Distribution Agents

The Debtors and the Reorganized Debtors, as applicable, shall have the authority, in their sole discretion, to enter into agreements with one or more Distribution Agents to facilitate the distributions required hereunder. As a condition to serving as a Distribution Agent, a Distribution Agent must (a) affirm its obligation to facilitate the prompt distribution of any documents, (b) affirm its obligation to facilitate the prompt distribution of any recoveries or distributions required hereunder and (c) waive any right or ability to setoff, deduct from or assert any lien or encumbrance against the distributions required hereunder that are to be distributed by such Distribution Agent.

The Distribution Agents, and their respective agents, employees, officers, directors, professionals, attorneys, accountants, advisors, representatives and principals (collectively, the "**Indemnified Parties**") shall be indemnified and held harmless by the Debtors and the Reorganized Debtors, to the fullest extent permitted by law for any losses, claims, damages, liabilities and expenses, including, without limitation, reasonable attorneys' fees, disbursements and related expenses which the Indemnified Parties may incur or to which the Indemnified Parties may become subject in connection with any action, suit, proceeding or investigation brought or threatened against one or more of the Indemnified Parties on account of the acts or omissions of the Distribution Agents solely in their capacity as such; provided, however, that the Debtors and the Reorganized Debtors shall not be liable to indemnify any Indemnified Party for any act or omission constituting gross negligence, fraud or reckless, intentional or willful misconduct. The foregoing indemnity in respect of any Indemnified Party shall survive the termination of such Indemnified Party from the capacity for which they are indemnified.

4. Minimum Distributions

Notwithstanding anything herein to the contrary, the Reorganized Debtors shall not be required to make distributions or payments of less than $10 (whether Cash or otherwise) and shall not be required to make partial distributions or payments of fractions of dollars. Whenever any payment or distribution of a fraction of a dollar or share of New Equity Interests under the Plan would otherwise be called for, the actual payment or distribution will reflect a rounding of such fraction to the nearest whole dollar or share of New Membership Interests (up or down), with half dollars and half shares of New Equity Interests or less being rounded down.

No Distribution Agent shall have any obligation to make a distribution on account of an Allowed Claim if: (a) the aggregate amount of all distributions authorized to be made on the Periodic Distribution Date in question is

or has an economic value less than $5,000, unless such distribution is a final distribution; or (b) the amount to be distributed to the specific Holder of an Allowed Claim on such Periodic Distribution Date does not constitute a final distribution to such Holder and is or has an economic value less than $10, which shall be treated as an undeliverable distribution under Article VII.C.5 below.

5. Undeliverable Distributions

(a) Holding of Certain Undeliverable Distributions

If any distribution to a Holder of an Allowed Claim made in accordance herewith is returned to the Reorganized Debtors (or their Distribution Agent) as undeliverable, no further distributions shall be made to such Holder unless and until the Reorganized Debtors (or their Distribution Agent) are notified in writing of such Holder's then current address, at which time all currently and due missed distributions shall be made to such Holder on the next Periodic Distribution Date. Undeliverable distributions shall remain in the possession of the Reorganized Debtors, subject to Article VII.C.5(b) hereof, until such time as any such distributions become deliverable. Undeliverable distributions shall not be entitled to any additional interest, dividends or other accruals of any kind on account of their distribution being undeliverable.

(b) Failure to Claim Undeliverable Distributions

No later than 210 days after the Effective Date, the Reorganized Debtors shall file with the Bankruptcy Court a list of the Holders of undeliverable distributions. This list shall be maintained and updated periodically in the sole discretion of the Reorganized Debtors for as long as the Chapter 11 Cases stays open. Any Holder of an Allowed Claim, irrespective of when a Claim becomes an Allowed Claim, that does not notify the Reorganized Debtors of such Holder's then current address in accordance herewith within the latest of (i) one year after the Effective Date, (ii) 60 days after the attempted delivery of the undeliverable distribution and (iii) 180 days after the date such Claim becomes an Allowed Claim shall have its Claim for such undeliverable distribution discharged and shall be forever barred, estopped and enjoined from asserting any such Claim against the Reorganized Debtors or their property. In such cases, (i) any Cash held for distribution on account of Allowed Claims shall be redistributed to Holders of Allowed Claims in the applicable Class on the next Periodic Distribution Date and (ii) any Cash held for distribution to other creditors shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code and become property of the Reorganized Debtors, free of any Claims of such Holder with respect thereto. Nothing contained herein shall require the Reorganized Debtors to attempt to locate any Holder of an Allowed Claim.

(c) Failure to Present Checks

Checks issued by the Distribution Agent on account of Allowed Claims shall be null and void if not negotiated within 180 days after the issuance of such check. In an effort to ensure that all Holders of Allowed Claims receive their allocated distributions, no later than 180 days after the issuance of such checks, the Reorganized Debtors shall File with the Bankruptcy Court a list of the Holders of any un-negotiated checks. This list shall be maintained and updated periodically in the sole discretion of the Reorganized Debtors for as long as the Chapter 11 Cases stay open. Requests for reissuance of any check shall be made directly to the Distribution Agent by the Holder of the relevant Allowed Claim with respect to which such check originally was issued. Any Holder of an Allowed Claim holding an un-negotiated check that does not request reissuance of such un-negotiated check within 240 days after the date of mailing or other delivery of such check shall have its Claim for such un-negotiated check discharged and be discharged and forever barred, estopped and enjoined from asserting any such Claim against the Reorganized Debtors or their property. In such cases, any Cash held for payment on account of such Claims shall be property of the Reorganized Debtors, free of any Claims of such Holder with respect thereto. Nothing contained herein shall require the Reorganized Debtors to attempt to locate any Holder of an Allowed Claim.

D. Compliance with Tax Requirements/Allocations

In connection with the Plan, to the extent applicable, the Reorganized Debtors shall comply with all tax withholding and reporting requirements imposed on them by any governmental unit, and all distributions pursuant hereto shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, the Reorganized Debtors and the Distribution Agent shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including liquidating a portion of the distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information necessary to facilitate such distributions or establishing any other mechanisms they believe are reasonable and appropriate. The Reorganized Debtors reserve the right to allocate all distributions made under the Plan in compliance with all applicable liens and encumbrances.

For tax purposes, distributions in full or partial satisfaction of Allowed Claims shall be allocated first to the principal amount of Allowed Claims, with any excess allocated to unpaid interest that accrued on such Claims.

E. Timing and Calculation of Amounts to Be Distributed

On the Initial Distribution Date (or if a Claim is not an Allowed Claim on the Effective Date, on the date that such a Claim becomes an Allowed Claim, or as soon as reasonably practicable thereafter), each Holder of an Allowed Claim against the Debtors shall receive the full amount of the distributions that the Plan provides for Allowed Claims in the applicable Class. Except as otherwise provided herein, Holders of Claims shall not be entitled to interest, dividends or accruals on the distributions provided for herein, regardless of whether such distributions are delivered on or at any time after the Effective Date.

F. Setoffs

The Debtors and the Reorganized Debtors may withhold (but not setoff except as set forth below) from the distributions called for hereunder on account of any Allowed Claim an amount equal to any claims, equity interests, rights and Causes of Action of any nature that the Debtors or the Reorganized Debtors may hold against the Holder of any such Allowed Claim. In the event that any such claims, equity interests, rights and Causes of Action of any nature that the Debtors or the Reorganized Debtors may hold against the Holder of any such Allowed Claim are adjudicated by Final Order or otherwise resolved, the Debtors may, pursuant to section 553 of the Bankruptcy Code or applicable non-bankruptcy law, set off against any Allowed Claim and the distributions to be made pursuant hereto on account of such Allowed Claim (before any distribution is made on account of such Allowed Claim), the amount of any adjudicated or resolved claims, equity interests, rights and Causes of Action of any nature that the Debtors or the Reorganized Debtors may hold against the Holder of any such Allowed Claim, but only to the extent of such adjudicated or resolved amount. Neither the failure to effect such a setoff nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtors or the Reorganized Debtors of any such claims, equity interests, rights and Causes of Action that the Debtors or the Reorganized Debtors may possess against any such Holder, except as specifically provided herein.

ARTICLE VIII.

PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED AND DISPUTED CLAIMS

A. Resolution of Disputed Claims

1. Allowance of Claims

After the Effective Date, the Reorganized Debtors shall have and shall retain any and all rights and defenses that the Debtors had with respect to any Claim, except with respect to any Claim deemed Allowed under the Plan. Except as expressly provided in the Plan or in any order entered in the Chapter 11 Cases prior to the Effective Date (including, without limitation, the Confirmation Order), no Claim shall become an Allowed Claim unless and until such Claim is deemed Allowed under the Plan or the Bankruptcy Code or the Bankruptcy Court has entered a Final Order, including, without limitation, the Confirmation Order, in the Chapter 11 Cases allowing such

Claim. All settled claims approved prior to the Effective Date pursuant to a Final Order of the Bankruptcy Court pursuant to Bankruptcy Rule 9019 or otherwise shall be binding on all parties.

2. Prosecution of Objections to Claims

After the Confirmation Date the Debtors or the Reorganized Debtors, as applicable, shall have the exclusive authority to File objections to Claims, settle, compromise, withdraw or litigate to judgment objections to any and all Claims, regardless of whether such Claims are in a Class or otherwise; provided, however, this provision shall not apply to Fee Claims. From and after the Effective Date, the Reorganized Debtors may settle or compromise any Disputed Claim without any further notice to or action, order or approval of the Bankruptcy Court. The Reorganized Debtors shall have the sole authority to administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order or approval of the Bankruptcy Court.

3. Claims Estimation

After the Confirmation Date the Debtors or the Reorganized Debtors, as applicable, may, at any time, request that the Bankruptcy Court estimate (a) any Disputed Claim pursuant to applicable law and (b) any contingent or unliquidated Claim pursuant to applicable law, including, without limitation, section 502(c) of the Bankruptcy Code, regardless of whether the Debtors or the Reorganized Debtors has previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction under 28 U.S.C. §§ 157 and 1334 to estimate any Disputed Claim, contingent Claim or unliquidated Claim, including during the litigation concerning any objection to any Claim or during the pendency of any appeal relating to any such objection. Notwithstanding any provision otherwise in the Plan, a Claim that has been expunged from the Claims Register but that is subject to appeal or has not been the subject of a Final Order, shall be deemed to be estimated at zero dollars, unless otherwise ordered by the Bankruptcy Court. All of the aforementioned Claims and objection, estimation and resolution procedures are cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn or resolved by any mechanism approved by the Bankruptcy Court.

4. Expungement or Adjustment to Claims Without Objection

Any Claim that has been paid, satisfied or superseded may be expunged on the Claims Register by the Reorganized Debtors, and any Claim that has been amended may be adjusted thereon by the Reorganized Debtors, in both cases without a claims objection having to be Filed and without any further notice to or action, order or approval of the Bankruptcy Court.

5. Deadline to File Objections to Claims

Any objections to Claims shall be Filed no later than the Claims Objection Bar Date.

B. Disallowance of Claims

All Claims of any Entity from which property is sought by the Debtors or the Reorganized Debtors under section 542, 543, 550 or 553 of the Bankruptcy Code or that the Debtors or the Reorganized Debtors allege is a transferee of a transfer that is avoidable under section 522(f), 522(h), 544, 545, 547, 548, 549 or 724(a) of the Bankruptcy Code shall be disallowed if (i) the Entity, on the one hand, and the Debtors or the Reorganized Debtors, on the other hand, agree or the Bankruptcy Court has determined by Final Order that such Entity or transferee is liable to turnover any property or monies under any of the aforementioned sections of the Bankruptcy Code and (ii) such Entity or transferee has failed to turnover such property by the date set forth in such agreement or Final Order.

EXCEPT AS OTHERWISE AGREED, ANY AND ALL PROOFS OF CLAIM AND PROOFS OF INTEREST FILED AFTER THE APPLICABLE CLAIMS BAR DATE SHALL BE DEEMED DISALLOWED AND EXPUNGED AS OF THE EFFECTIVE DATE WITHOUT ANY FURTHER NOTICE TO OR ACTION, ORDER OR APPROVAL OF THE BANKRUPTCY COURT, AND HOLDERS OF SUCH

CLAIMS AND EQUITY INTERESTS MAY NOT RECEIVE ANY DISTRIBUTIONS ON ACCOUNT OF SUCH CLAIMS AND EQUITY INTERESTS, UNLESS SUCH LATE PROOF OF CLAIM OR EQUITY INTEREST IS DEEMED TIMELY FILED BY A BANKRUPTCY COURT ORDER ON OR BEFORE THE LATER OF (1) THE CONFIRMATION HEARING AND (2) 45 DAYS AFTER THE APPLICABLE CLAIMS BAR DATE.

C. Amendments to Claims

On or after the Effective Date, except as otherwise provided herein, a Claim may not be filed or amended without the prior authorization of the Bankruptcy Court or the Reorganized Debtors, and, to the extent such prior authorization is not received, any such new or amended Claim Filed shall be deemed disallowed and expunged without any further notice to or action, order or approval of the Bankruptcy Court.

ARTICLE IX.

CONDITIONS PRECEDENT TO CONFIRMATION AND CONSUMMATION OF THE PLAN

A. Conditions Precedent to Confirmation

It shall be a condition to Confirmation hereof that all provisions, terms and conditions hereof are approved in the Confirmation Order.

B. Conditions Precedent to Consummation

It shall be a condition to Consummation of the Plan that the following conditions shall have been satisfied or waived pursuant to the provisions of Article IX.C hereof.

1. The Plan and all Plan Supplement documents, including any amendments, modifications or supplements thereto, shall be reasonably acceptable to the Debtors.

2. The Confirmation Order shall have been entered and become a Final Order in a form and in substance reasonably satisfactory to the Debtors. The Confirmation Order shall provide that, among other things, the Debtors or the Reorganized Debtors, as appropriate, is authorized and directed to take all actions necessary or appropriate to consummate the Plan, including, without limitation, entering into, implementing and consummating the contracts, instruments, releases, leases, indentures and other agreements or documents created in connection with or described in the Plan.

3. All actions, documents, certificates and agreements necessary to implement this Plan shall have been effected or executed and delivered to the required parties and, to the extent required, Filed with the applicable governmental units in accordance with applicable laws.

C. Waiver of Conditions

The conditions to Confirmation of the Plan and to Consummation of the Plan set forth in this Article IX may be waived by the Debtors without notice, leave or order of the Bankruptcy Court or any formal action other than proceeding to confirm or consummate the Plan.

D. Effect of Non Occurrence of Conditions to Consummation

If the Consummation of the Plan does not occur, the Plan shall be null and void in all respects and nothing contained in the Plan or the Disclosure Statement shall: (1) constitute a waiver or release of any claims by or Claims against or Equity Interests in the Debtors; (2) prejudice in any manner the rights of the Debtors, any Holders or any other Entity; or (3) constitute an admission, acknowledgment, offer or undertaking by the Debtors, any Holders or any other Entity in any respect.

ARTICLE X.

SETTLEMENT, RELEASE AND RELATED PROVISIONS

A. Compromise and Settlement

Notwithstanding anything contained herein to the contrary, the allowance, classification and treatment of all Allowed Claims and their respective distributions and treatments hereunder, takes into account the relative priority and rights of the Claims and the Equity Interests in each Class in connection with any contractual, legal and equitable subordination rights relating thereto whether arising under general principles of equitable subordination, section 510(b) and (c) of the Bankruptcy Code or otherwise. As of the Effective Date, any and all contractual, legal and equitable subordination rights, whether arising under general principles of equitable subordination, section 510(b) and (c) of the Bankruptcy Code or otherwise, relating to the allowance, classification and treatment of all Allowed Claims and their respective distributions and treatments hereunder are settled, compromised, terminated and released pursuant hereto.

The Confirmation Order will constitute the Bankruptcy Court's finding and determination that the settlements reflected in the Plan are (1) in the best interests of the Debtors, their estate and all Holders of Claims and Equity Interests, (2) fair, equitable and reasonable, (3) made in good faith and (4) approved by the Bankruptcy Court pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019. The Confirmation Order shall approve the releases by all Entities of all such contractual, legal and equitable subordination rights or Causes of Action that are satisfied, compromised and settled pursuant hereto.

In accordance with the provisions of this Plan, including Article VIII hereof, and pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019, without any further notice to or action, order or approval of the Bankruptcy Court, after the Effective Date (1) the Reorganized Debtors may, in its sole and absolute discretion, compromise and settle Claims against them and (2) the Reorganized Debtors may, in its sole and absolute discretion, compromise and settle Causes of Action against other Entities.

B. Preservation of Rights of Action

1. Maintenance of Causes of Action

Except as otherwise provided in the Plan or Confirmation Order, after the Effective Date, the Reorganized Debtors shall retain all rights to commence, pursue, litigate or settle, as appropriate, any and all Causes of Action, 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.

2. Preservation of All Causes of Action Not Expressly Settled or Released

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, including any litigation relating to the Paulson Group or the related State Court litigation involving Serl Keefer and/or the arbitration with Nevada State Bank, etc.) 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, or any other Final Order (including, without limitation, the Confirmation Order). In addition, the Debtors and the Reorganized Debtors expressly reserve the right to pursue or

adopt any claims alleged in any lawsuit in which the Debtors is a plaintiff, defendant or an interested party, against any Entity, including, without limitation, any parties in such lawsuits.

ARTICLE XI.

BINDING NATURE OF PLAN

THIS PLAN SHALL BIND ALL HOLDERS OF CLAIMS AGAINST AND EQUITY INTERESTS AND INTERCOMPANY INTERESTS IN THE DEBTORS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NOTWITHSTANDING WHETHER OR NOT SUCH HOLDER (I) WILL RECEIVE OR RETAIN ANY PROPERTY OR INTEREST IN PROPERTY UNDER THE PLAN, (II) HAS FILED A PROOF OF CLAIM OR INTEREST IN THE CHAPTER 11 CASES OR (III) FAILED TO VOTE TO ACCEPT OR REJECT THE PLAN OR VOTED TO REJECT THE PLAN.

ARTICLE XII.

RETENTION OF JURISDICTION

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court shall, after the Effective Date, retain such jurisdiction over the Chapter 11 Cases and all Entities with respect to all matters related to the Chapter 11 Cases, the Debtors and the Plan as legally permissible, including, without limitation, jurisdiction to:

1. allow, disallow, determine, liquidate, classify, estimate or establish the priority or secured or unsecured status of any Claim, including, without limitation, the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the allowance or priority of any Claim;

2. grant or deny any applications for allowance of compensation or reimbursement of expenses authorized pursuant to the Bankruptcy Code or the Plan, for periods ending on or before the Confirmation Date;

3. resolve any matters related to the assumption, assignment or rejection of any Executory Contract or Unexpired Lease to which the Debtors are party or with respect to which a Debtors or Reorganized Debtors may be liable and to adjudicate and, if necessary, liquidate, any Claims arising therefrom, including, without limitation, those matters related to any amendment to the Plan after the Effective Date to add Executory Contracts or Unexpired Leases to the list of Executory Contracts and Unexpired Leases to be assumed;

4. resolve any issues related to any matters adjudicated in the Chapter 11 Cases;

5. ensure that distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of the Plan;

6. decide or resolve any motions, adversary proceedings, contested or litigated matters and any other Causes of Action that are pending as of the Effective Date or that may be commenced in the future, and grant or deny any applications involving Debtors that may be pending on the Effective Date or instituted by the Reorganized Debtors after the Effective Date, *provided* that the Reorganized Debtors shall reserve the right to commence actions in all appropriate forums and jurisdictions;

7. enter such orders as may be necessary or appropriate to implement or consummate the provisions of the Plan and all other contracts, instruments, releases, indentures and other agreements or documents adopted in connection with the Plan, the Plan Supplement or the Disclosure Statement;

8. resolve any cases, controversies, suits or disputes that may arise in connection with the Consummation, interpretation or enforcement of the Plan or any Entity's obligations incurred in connection with the Plan;

9. hear and determine all Causes of Action that are pending as of the Effective Date or that may be commenced in the future;

10. issue injunctions and enforce them, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any Entity with Consummation or enforcement of the Plan, except as otherwise provided in the Plan;

11. enforce Article X.A and Article X.B hereof;

12. enter and implement such orders or take such others actions as may be necessary or appropriate if the Confirmation Order is modified, stayed, reversed, revoked or vacated;

13. resolve any other matters that may arise in connection with or relate to the Plan, the Disclosure Statement, the Confirmation Order or any contract, instrument, release, indenture or other agreement or document adopted in connection with the Plan or the Disclosure Statement; and

14. enter an order concluding the Chapter 11 Cases.

ARTICLE XIII.

MISCELLANEOUS PROVISIONS

A. Payment of Statutory Fees

All fees payable pursuant to section 1930 of title 28 of the United States Code after the Effective Date shall be paid prior to the closing of the Chapter 11 Cases when due or as soon thereafter as practicable.

B. Modification of Plan

Effective as of the date hereof and subject to the limitations and rights contained in the Plan: (a) the Debtors reserve the right, in accordance with the Bankruptcy Code and the Bankruptcy Rules, to amend or modify the Plan prior to the entry of the Confirmation Order; and (b) after the entry of the Confirmation Order, the Debtors or the Reorganized Debtors, as applicable, may, upon order of the Bankruptcy Court, amend or modify the Plan, in accordance with section 1127(b) of the Bankruptcy Code or remedy any defect or omission or reconcile any inconsistency in the Plan in such manner as may be necessary to carry out the purpose and intent of the Plan.

C. Revocation of Plan

The Debtors reserve the right to revoke or withdraw the Plan prior to the Confirmation Date and to File subsequent chapter 11 plans. If the Debtors revoke or withdraw the Plan, or if Confirmation or Consummation does not occur, then: (1) the Plan shall be null and void in all respects; (2) any settlement or compromise embodied in the Plan, assumption or rejection of Executory Contracts or Unexpired Leases effected by the Plan and any document or agreement executed pursuant hereto shall be deemed null and void except as may be set forth in a separate order entered by the Bankruptcy Court; and (3) nothing contained in the Plan shall: (a) constitute a waiver or release of any Claims by or against, or any Equity Interests in, such Debtors or any other Entity; (b) prejudice in any manner the rights of the Debtors or any other Entity; or (c) constitute an admission, acknowledgement, offer or undertaking of any sort by the Debtors or any other Entity.

D. Successors and Assigns

The rights, benefits and obligations of any Entity named or referred to herein shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor or assign of such Entity.

E. Reservation of Rights

Except as expressly set forth herein, the Plan shall have no force or effect unless and until the Bankruptcy Court enters the Confirmation Order. Neither the filing of the Plan, any statement or provision contained herein, nor the taking of any action by the Debtors or any other Entity with respect to the Plan shall be or shall be deemed to be an admission or waiver of any rights of: (1) any Debtors with respect to the Holders of Claims or Equity Interests or other Entity; or (2) any Holder of a Claim or an Equity Interest or other Entity prior to the Effective Date.

F. Section 1146 Exemption

Pursuant to section 1146(a) of the Bankruptcy Code, any transfers of property pursuant hereto shall not be subject to any stamp tax or other similar tax or governmental assessment in the United States, and the Confirmation Order shall direct the appropriate state or local governmental officials or agents to forego the collection of any such tax or governmental assessment and to accept for filing and recordation instruments or other documents pursuant to such transfers of property without the payment of any such tax or governmental assessment. Such exemption specifically applies, without limitation, to all documents necessary to evidence and implement the provisions of and the distributions to be made under the Plan.

G. Further Assurances

The Debtors or the Reorganized Debtors, as applicable, all Holders of Claims receiving distributions hereunder and all other Entities shall, from time to time, prepare, execute and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan or the Confirmation Order.

H. Severability

If, prior to Confirmation, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void or unenforceable, the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision then will be applicable as altered or interpreted, *provided* that the Debtors, the Reorganized Debtors or any affected Entity (as applicable) may seek an expedited hearing before the Bankruptcy Court to address any objection to any such alteration or interpretation of the foregoing. Notwithstanding any such order by the Bankruptcy Court, alteration or interpretation, the remainder of the terms and provisions of the Plan shall remain in full force and effect. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

I. Service of Documents

Any pleading, notice or other document required by the Plan to be served on or delivered to the Debtors shall be sent by overnight mail to:

Carlos A. Huerta
3060 E. Post Road Ste 110
Las Vegas, NV 89120

with copies to:

The Schwartz Law Firm, Inc.
Attn: Samuel A. Schwartz, Esq.
6623 Las Vegas Blvd. South
Suite 300
Las Vegas, Nevada 89119

J. Return of Security Deposits

Unless the Debtors have agreed otherwise in a written agreement or stipulation approved by the Bankruptcy Court, all security deposits provided by the Debtors to any Person or Entity at any time after the Commencement Date shall be returned to the Reorganized Debtors within twenty (20) days after the Effective Date, without deduction or offset of any kind.

K. Filing of Additional Documents

On or before the Effective Date, the Debtors may File with the Bankruptcy Court all agreements and other documents that may be necessary or appropriate to effectuate and further evidence the terms and conditions hereof.

L. Default

Upon the Effective Date of the Plan, in the event the Debtor fails to timely perform any of the obligations set forth in the Plan, the applicable creditor or party-in-interest shall notify the Debtor and Debtor's counsel of the default in writing in accordance with the notice provisions herein, after which the Debtor shall have: (i) thirty (30) calendar days from the date of the written notification to cure the default; or (ii) if the cure requires more than thirty (30) days, so long as the Debtor initiates steps to cure the default within thirty (30) days and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical. If the Debtor fails to timely cure the default as provided above, the applicable creditor shall be free to pursue any and all rights it may have under the contract(s) between the parties and/or applicable state law, without further court order or proceeding being necessary.

Dated: March 8, 2013

Respectfully Submitted,

CARLOS A. HUERTA
/s/ Carlos A. Huerta

CHRISTINE H. HUERTA
/s/ Christine H. Huerta

GO GLOBAL, INC.

By: /s/ Carlos A. Huerta
Its: President

CHARLESTON FALLS, LLC

By: GO GLOBAL, INC.
Its Managing Member

By:/s/ Carlos A. Huerta
Its: Manager

HPCH, LLC

By: /s/ Carlos A. Huerta

Its: Manager

EXHIBIT 1

Exhibit 1

Property Owned by Carlos and Christine Huerta and/or Go Global, Inc.

3060 E. Post Road, Suite 110
Las Vegas, Nevada 89120
Approximate Value: $654,000.00

908 Harold Dr., Unit 22
Incline Village, Nevada 89451
Approximate Value: $350,671.80

7229 Mira Vista Street
Las Vegas, Nevada 89120
Approximate Value: $842,190.85

711 Biltmore Way, Unit 302
Coral Gables, Florida 33134
Approximate Value: $367,000.00

Cabin 11 at Mt. Charleston Cabins
APN 129-36-101-009
Approximate Value: $137,194.97

1370 Highway #20
Ashton, Idaho 83420
Approximate Value: $616,072.50

Total Approximate Value: $2,967,430.12

EXHIBIT 2

EXHIBIT 2

Carlos and Christine Huerta and/or Go Global, Inc. Leases and Executory Contracts to be Assumed Pursuant to the Plan

Commercial Lease Agreements

Standard Commercial Lease Agreement dated between the Debtors and HPCH, LLC for the rental of:
3060 E. Post Road, Suite 110
Las Vegas, Nevada 89120

Commercial and Residential Mortgages

Commercial Mortgage by and between the Debtor and Nevada State Bank for the purchase of:
3060 E. Post Road, Suite 110
Las Vegas, Nevada 89120
Cure Amount: $ 0.00

Commercial Mortgage by and between the Debtor and Aurora Loan Servicing, LLC for the purchase of:
7229 Mira Vista Street
Las Vegas, Nevada 89120
Cure Amount: $ 0.00

Commercial Mortgage by and between the Debtor and Wells Fargo Bank for the purchase of:
711 Biltmore Way, Unit 302
Coral Gables, Florida 33134
Cure Amount: $ 0.00

Commercial Mortgage by and between the Debtor and BAC Home Loans Servicing, LP for the purchase of:
908 Harold Dr., Unit 22
Incline Village, Nevada 89451
Cure Amount: $ 0.00

Commercial Mortgage by and between the Debtor and The Lionel Foundation for the purchase of:
Cabin 11 at Mt. Charleston Cabins
APN 129-36-101-009
Cure Amount: $ 0.00

Commercial Mortgage by and between the Debtor and Zions Bank for the purchase of:
1370 Highway #20
Ashton, Idaho 83420
Cure Amount: $ 0.00

EXHIBIT 14

ASSIGNMENT OF CONTRACT

FOR VALUE RECEIVED, Go Global, Inc., a Nevada corporation ("Assignor") hereby assigns, transfers and conveys to The Alexander Christopher Trust ("Assignee") all rights, title and interest held by the Assignor in and to the following described contract:

RECITALS

WHEREAS, Assignor entered into an agreement with The Rogich Family Irrevocable Trust on or about October 30, 2008 (the "Purchase Agreement") attached herein;

WHEREAS, Assignor desires to assign all rights, interests, and causes of action as allowed under law to Assignee arising from the Purchase Agreement;

WHEREAS, at Assignee's discretion it may initiate recovery, prosecution for claims arising from the Purchase Agreement against The Rogich Family Irrevocable Trust, or other parties as necessary, as if in the stead of Go Global, Inc.;

TERMS

The Assignors warrant and represent that the Purchase Agreement was signed by the parties represented therein.

The Assignee shall be entitled to all money, assets or compensation remaining to be paid pursuant to the Purchase Agreement or from any act of recovery seeking to enforce the obligations of the parties therein.

The Assignor further warrants that it has full right and authority to transfer its interests in the Purchase Agreement..

This assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written below.

Signed this 30th day of July, 2013.

Assignor, Go Global, Inc.

Carlos Huerta
Its: President

Signed this 30th day of July, 2013.

Assignor, The Alexander Christopher Trust

Carlos Huerta
Trustee

EXHIBIT 15

A. No.
Q. 2012?
A. No.
Q. 2013?
A. No.
Q. 2014 to date?
A. No.
Q. Where did the language in that paragraph come from, and when I say that, I'm referring to the language "as, when" -- that distributions, "as, when and if received by buyer from the company." Where did that language come from?
A. If I had to say, I would say Ken Woloson, but I mean, I --
Q. Did it appear in the drafts?
A. Right.
Q. You never edited that out?
A. Oh, I don't remember.
Q. I beg your pardon?
A. I do not remember if that part specifically was edited by me or Mr. Dunlap or anyone else. I mean, it was seven years ago or six and a half years ago.
Q. Are you saying -- you're not saying it was not in the drafts? Are you parsing my question?
A. You asked me a double negative, "You're not

Exhibit A – 7

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CLERK OF THE COURT

OPPS
Brandon B. McDonald, Esq.
Nevada Bar No.: 11206
McDONALD LAW OFFICES, PLLC
2505 Anthem Village Drive, Ste. E-474
Henderson, NV 89052
Telephone: (702) 385-7411
Facsimile: (702) 664-0448
Attorneys for Plaintiffs

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 ALL RELATED MATTERS	Case No.: A-13-686303-C Dept. No.: XXVII Hearing Date: 9/11/2014 Hearing Time: 10:30 a.m.

PLAINTIFF'S OPPOSITION TO DEFENDANTS' MOTION FOR PARTIAL SUMMARY JUDGMENT AND COUNTER-MOTION FOR PARTIAL SUMMARY JUDGMENT

COMES NOW, Plaintiffs, by and through their counsel of record, Brandon B. McDonald, Esq. of McDonald Law Offices, PLLC and hereby file this Opposition to Defendants' Motion for Partial Summary Judgment and submit this Counter-Motion for Partial Summary Judgment on the claim of Nanyah Vegas, LLC for repayment of the $1,500,000.00 it invested into Eldorado Hills, LLC and

dismissal of Defendants' Counterclaim for contribution. Defendants fail to indicate that there are numerous written admissions in which they conceded by agreement that Nanyah Vegas, LLC had paid Eldorado Hills, LLC $1,500,000. These written memorializations were the parties' understanding until Sig Rogich stated in late 2012 that he would not honor the investments/debts owed in a lawsuit brought by another party. These written memorializations cannot be contradicted by the clever and disingenuous representations of the Defendants claiming that there is no evidence that Nanyah's claim is valid. These documents also confirm that Carlos Huerta or Go Global was not liable for the monies due to Nanyah Vegas, LLC as the Defendants agreed that he would be indemnified. Therefore dismissal of the Defendants' Counterclaim for contribution is appropriate.

This Opposition and Counter-Motion is based upon the points and authorities attached hereto, the sworn Declaration of Carlos Huerta and all of the pleadings submitted to date in this action and any oral argument allowed at the time of the hearing of the Motion and Counter-Motion.

MEMORANDUM OF POINTS AND AUTHORITIES

I.

STATEMENT OF UNDISPUTED FACTS

1. In 2006, Huerta, Go Global and Rogich owned 100% of the membership interests of Eldorado Hills, LLC ("Eldorado"). Declaration of Carlos Huerta ("Huerta Declaration") at ¶2, attached herein as Exhibit A.

2. Eldorado was and continues to be the owner of approximately 161 acres of real property on the mountains to the west of Boulder City where the Pro Gun Club is located. Eldorado had intended to develop the property into a commercial mixed used industrial facility. See partial offering brochure, attached herein as Exhibit B; Huerta Declaration at ¶3.

3. Due to the inability of Mr. Rogich to contribute any capital towards Eldorado's ongoing mortgage debt, Rogich entered into the "Agreement to Lend Capital" on April 24, 2008. Exhibit C; Declaration at ¶3. During this time and continuing thereafter Mr. Huerta loaned $1,500,000 so the company could retain the real property but it was also understood that this debt was a priority debt entitled to repayment upon first capital monies received. As the Agreement to Lend Capital states:

> Go Global Properties has procured capital equal to $125,000, which it will provide to The Company, in order to meet this month's (April 2008's) debt to ANB Financial. The Party is agreeing that this capital will be owed to the 1st Party in a priority fashion, whereby the outstanding principal and interest (at 22 percent per annum) will be paid back prior to any other and/or profits being out from the company and as soon as any additional capital is available in order to repay this debt. The 2nd Party is acknowledging that the 1st Party has gone out to borrow additional capital in order to be able to provide much-needed capital to The Company.

Exhibit C at ¶3; Huerta Declaration at ¶4.

4. In mid-2008 Mr. Rogich had begun discussions with another investor to invest into the project. This was done so with the help of Rogich Communications Group staffer Christopher M. Cole. Eventually, the investor would take the place of Go Global and Mr. Huerta, at Mr. Rogich's urging, who at that point owned 35% of the membership interests in Eldorado. Other investors such as Eric Reitz, Craig Dunlap and Antonio Nevada would likewise be repaid the principal amounts they had provided to Eldorado. Huerta Declaration at ¶5.

5. On or about October 30, 2008, Huerta, Go Global and Mr. Rogich through his family trust, entered into an agreement whereby the 35% interest of Huerta and Global would be purchased by Rogich for $2,747,729.50. Purchase Agreement, referred to as the "Agreement", attached herein as Exhibit D. Huerta Declaration at ¶6.

6. Pursuant to the Agreement, the $2,747,729.50 (the "debt") would be paid from "future distributions or proceeds received by Buyer from Eldorado. *Id.* at Exhibit D, Section 2(a). Huerta Declaration at ¶7.

7. The Agreement also had attached an Exhibit A which identified several parties which had contributed to Eldorado and which monies were due and owing to the "Potential Claimants":

Potential Claimants

1.	Eddyline Investments, LLC (potential investor or debtor)	$50,000.00
2.	Ray Family Trust (potential investor or debtor)	$283,561.60
3.	Nanyah Vegas, LLC (through Canamex Nevada, LLC)	$1,500.000.00
4.	Antonio Nevada, LLC/Jacob Feingold	$3,360,000.00

Exhibit D, at Exhibit "A" or PLTFS0010; Huerta Declaration at ¶8.

8. During the discovery in this matter, Defendants also asked for the production of documents which affirmed that Nanyah Vegas, LLC was owed $1,500,000. Plaintiffs identified several documents, of which multiple documents were provided by Defendants themselves:

REQUEST NO.1:

> All documents relating to the $1,500.000 alleged in paragraph 15 of The First Amended Complaint to have been invested in Eldorado Hills, LLC by Nanyah Vegas, LLC.

RESPONSE TO REQUEST FOR PRODUCTION NO. 1:

> See EH000039, EH000045 – 55; PLTFS0001 – 11; PLTFS0028, and; PLTF0030 – 33[1];
>
> As discovery is ongoing Plaintiffs reserve the right to supplement this request.

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[1] Up until the point where Nanyah invested its $1.5 million, Mr. Huerta, through his corporation Go Global had invested more than $4.2 million into Eldorado. PLTFS0031-33 is a copy of one of Eldorado's bank statements showing that $1.5 million was deposited, into the company's bank account.

Plaintiffs' Amended Response to Defendants' First Set of Request for Production of Documents; the documents identified as EH000017 - 39, EH000045 – 55; PLTFS0001 – 11; PLTFS0028, and; PLTFS00030 – 33 are collectively attached herein as Exhibit E; Huerta Declaration at ¶9.

9. EH000039 is Exhibit "D" to a Membership Interest Purchase Agreement dated October 24, 2008 and states that The Rogich Irrevocable Trust or the "Seller" made certain representations in specific regard to the monies owed to Nanyah Vegas, LLC and others:

QUALIFICATION OF REPRESENTATIONS OF SELLER

Seller confirms that certain amounts have been advanced to or' on behalf of the Company by certain third parties, as referenced in Section 8 of the Agreement, Seller shall endeavor to convert the amounts advanced into non-interest bearing promissory notes for which Seller shall be responsible. Regardless of whether the amounts are so converted, Seller shall defend, indemnify and hold harmless the Company and its members for any claims by the parties listed below, and any other party claiming interest in the Company as a result of transactions prior to the date of this Agreement against the Company or its Members.

1.	Eddyline Investments, LLC (potential investor or debtor)	$50,000.00
2.	Ray Family Trust (potential investor or debtor)	$283,561.60
3.	Nanyah Vegas, LLC (through Canamex Nevada, LLC)	$1,500.000.00
4.	Antonio Nevada, LLC/Jacob Feingold	$3,360,000.00

Exhibit E at EH000039; Huerta Declaration at ¶10.

10. The Agreement dated October 30, 2008 and Membership Interest Purchase Agreement of October 24, 2008 each affirm that Mr. Rogich owed $1,500,000 to Nanyah Vegas, LLC and that he and The Rogich Family Trust would indemnify Go Global and Carlos Huerta for any claims of the parties identified as "Potential Claimants", which included Nanyah Vegas, LLC. Exhibit D and E. This also conformed with the Purchase Agreement, Exhibit D, which stated "Seller [Carlos Huerta and Go Global, Inc.], however will not be responsible to pay the Exhibit A Claimants their percentage of debt. This will be Buyer's obligation, moving forward and Buyer will also make sure that any ongoing

company bills (utilities, security) and expenses attributed to maintaining the property) will not be Seller's obligation(s) from the date of closing, with Pete and AI, onward." Exhibit D, EH00048; Huerta Declaration at ¶11.

11. EH000045 – 55 and PLTF0001 - 11 are the same Purchase Agreement which has been produced herein as Exhibit D. cf. Exhibit E. PLTFS00028 and 30-33 are notes from a phone conversation on October 24, 2008 and bank statements affirming that Eldorado received $1,500,000.00. Huerta Declaration at ¶12.

12. During this same time in October 2008, Mr. Huerta, Mr. Rogich and Eldorado were working on repaying persons and entities that provided funds to Eldorado either through Canamex or to Eldorado directly. Huerta Declaration at ¶13.

13. Eldorado repaid Eric Reitz, PE and Craig Dunlap, Esq. respectively $20,000 and $50,000 in late 2008 because they had "advanced the sum [$20,000 and $50,000] directly or indirectly (including indirectly through Canamex Nevada, LLC) to Eldorado Hills, LLC (the "Company"). Huerta Declaration at ¶14; see e.g. Purchase Agreement dated October 31, 2008 signed by Craig Dunlap. Attached herein as Exhibit F.

14. Eric Reitz, PE and Craig Dunlap, Esq. were also not provided K-1s for their investment or "Advancement" as referred to in their own respective Purchase Agreements. Huerta Declaration at ¶15.

15. Even after Mr. Huerta and Go Global had sold their interest in Eldorado, he continued to assist Mr. Rogich in trying to sell the real property. See Email correspondence between Melissa Olivas, Sig Rogich and Carlos Huerta dated January 2010, Re: Offer for 40 acres and warehouse, attached herein as Exhibit G; Huerta Declaration at ¶16.

16. Following the sale of Go Global's interest to The Rogich Family Trust in October 2008, through 2012, Mr. Rogich represented that he would pay the parties identified as "Potential Claimants"; the same parties that were identified in the Membership Interest Purchase Agreement. Huerta Declaration at ¶17.

17. It was only in late 2012 that Mr. Rogich represented that he conveyed his membership interest in Eldorado to TELD, LLC, a Nevada limited liability company.[2] Rogich failed to inform Huerta and Go Global of his intentions to transfer all the acquired membership interest in Eldorado to TELD, LLC and was only informed after the transfer had in fact occurred. Prior to this time in 2012, Plaintiffs had no reason to suspect that they would not be repaid for the monies provided. Additionally, Mr. Rogich has provided no evidence that at any time subsequent to October 2008 that he was not going to honor the obligations mentioned in the Purchase Agreement or Membership Interest Purchase Agreement. Huerta Declaration at ¶18.

II.

LEGAL STANDARDS

A. SUMMARY JUDGMENT STANDARDS

NRCP 56(c) states:

> The motion shall be served at least 10 days before the time fixed for the hearing. Motions for summary judgment and responses thereto shall include a concise statement setting forth each fact material to the disposition of the motion which the party claims is or is not genuinely in issue, citing the particular portions of any pleading, affidavit, deposition, interrogatory, answer, admission, or other evidence upon which the party relies. The judgment sought shall be

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[2] Mr. Rogich admits that he did not tell Mr. Huerta of his transfer of interest for no consideration until "early fall 2012." Sig Rogich as Trustee of Rogich Family Irrevocable Trust Answers to Plaintiff's First Set of Interrogatories, p. 2:13-17, 22-26, attached herein as Exhibit H. Therefore even using Mr. Rogich's own admission that Nanyah would not receive repayment because he decided not to honor his commitments, that information was not available until Fall 2012. Neither of the Plaintiffs herein would have reason to believe that they would suffer damages until that time, and the statute of limitations would run from Fall 2012. Thus when Plaintiffs filed their claims approximately one year following on July 31, 2013, the Plaintiffs timely filed for relief.

> rendered forthwith if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law. **A summary judgment, interlocutory in character, may be rendered on the issue of liability alone although there is a genuine issue as to the amount of damages.** An order granting summary judgment shall set forth the undisputed material facts and legal determinations on which the court granted summary judgment. (Emphasis Added)

Summary judgment is appropriate only when no genuine issue of fact remains for trial and the moving party is entitled to judgment as a matter of law. *VISA Int'l Serv. Ass'n v. Bankcard Holders of Am.*, 784 F.2d 1472 (9th Cir. 1986). See also *Insurance Corporation of America v. J. Rubin, M.D.*, 107 Nev. 610, 818 P.2d 389 (1991) In *Tobler & Oliver v. Board of Trustees*, 84 Nev. 438, 442 P.2d 904 (1968), the Court stated:

> It is well established under NRCP 56(c), when there remains no material issue of fact to be resolved and when it appears that the moving party is entitled to judgment as a matter of law, that summary judgment must be granted. *McCall v. Scherer*, 73 Nev. 226, 315 P.2d 807 (1957); *Short v. Hotel Riviera, Inc.*, 79 Nev. 94, 378 P.2d 979 (1963); 3 Barron and Holtzoff Federal Practice and Procedure §1234, page 119; 6 Moore's Federal Practice; 5.15.2101. 84 Nev. 438, 441-442.

The party moving for summary judgment has the burden of clearly establishing the lack of any material fact. *Adickes v. S. H. Kress & Co.*, 398 U.S. 144, 90 S.Ct. 1598 (1970); *Poller v. Columbia Broadcasting System, Inc.*, 368 U.S. 464, 82 S.Ct. 486 (1962); *Pardo v. Olson & Sons, Inc.*, 40 F.3d 1063 (9th Cir. 1994).

For purposes of a motion for summary judgment, the non-moving party's version of the facts must be accepted as true and all disputes resolved in its favor. *Bishop v. Wood*, 426 U.S. 341, 96 S.Ct. 2074 (1976); *United States v. Diebold*, 369 U.S. 654, 82 S.Ct. 993 (1962); *Ashton v. Cory*, 780 F.2d 816 (9th Cir. 1986). However, the Court also stated that "the opponent [to the motion for summary judgment] must nevertheless show that he can produce evidence at trial to support his claim." See also *LaPica v. District Court*, 97 Nev. 86, 624 P.2d 1003 (1981). The Supreme Court has also noted that:

> NRCP 56(b) provides in part that when a motion for summary judgment is made and supported

> as required by NRCP 56, the adverse party may not rest upon the mere allegations of his pleading, but must by affidavit or otherwise, set forth facts demonstrating the existence of a genuine issue of trial. *Garvey v. Clark County*, 91 Nev. 127, 130 532 P.2d 269, 271 (1978); *Adamson v. Bowker*, 85 Nev. 115, 118-120, 450 P.2d 796. *Bird v. Casa Royale West*, (8)97 Nev. 67, 624 P.2d 17 (1981).

Finally, the Nevada Supreme Court in *Collins v. Union Federal Savings and Loan*, 99 Nev. 284, 662 P.2d 610 (1983), stated that ". . . although the party opposing a motion for summary judgment is entitled to all favorable inferences from the pleadings and documentary evidence . . . the opposing party is not entitled to build a case on the gossamer threads of whimsy, speculation and conjecture [citations omitted]."

1. Partial Summary Judgment.

The standards and procedures for granting partial summary judgment, also known as summary adjudication, are the same as those for summary judgment. *See Calif. v. Campbell*, 138 F.3d 772, 780 (9th, 1998); *Continental Insur. Co. v. Cota*, 2010 WL 383367 *2 (N.D. Cal. Jan. 27, 2010). Partial summary judgment "upon all or any part of a claim" is appropriate when the evidentiary proof offered by the moving party shows that there is no genuine issue of material fact as to the specified portion of the claim and the moving party is entitled to a determination as a matter of law. *Celotex Corp v. Catrett*, 477 U.S. 317, 322 (1986); Fed. R. Civ. P. Rule 56. A plaintiff moving for summary judgment must demonstrate all elements of its claim to prevail. *Lockwood v. Wolf Corp.*, 629 F.2d 603, 611 (9th Cir.1980).

Though Defendants have a catalog of defenses listed in their answer, without more, it is insufficient to avoid summary judgment. *Johnson v. Georgia-Pacific Corp.*, 2009 WL 1311896 at *2 (9th, Cir. May 12, 2009); *In re MarchFirst, Inc.*, 2007 WL 4105816, at *5 (Bankr. N.D. Ill. Nov. 15 2007), citing, *Celotex*, 477 U.S. at 324, 106 S. Ct. at 2553. At a minimum, they must offer sufficient

evidence to raise a triable issue of fact as to each element of any defense that they want to pursue.

III.

LEGAL ARGUMENT

A. NANYAH'S CLAIM IS WITHIN THE APPLICABLE STATUTE OF LIMITATIONS BECAUSE MR. ROGICH CONTINUED TO REPRESENT UP UNTIL 2012 THAT IT WOULD BE REPAID UNDER THE PURCHASE AGREEMENT.

Mr. Rogich and Eldorado continued to represent all the way up to 2012 that Nanyah Vegas would be repaid, and only after their representations in 2012 that none of the parties owed would be repaid did Nanyah suffer damages. A statute of limitations commences when a party knew or should have reasonably known of facts giving rise to cause of action. *Nevada State Bank v. Jemison Family Partnership*, 106 Nev. 792, 800, 801 P.2d 1377, 1382 (1990). The Court in *Millspaugh v. Millspaugh*, 96 Nev. 446, 448, 96 Nev. 446, 449 (2008) the issue of when a statute began to toll was addressed:

> The pertinent question here is whether appellant should have learned, through the exercise of proper diligence, of the fraud or mistake when she met with her attorney in 1972, thereby triggering the statute of limitations. **This is a question of fact to be determined by the jury or trial court after a full hearing where, as here, the facts are susceptible to opposing inferences.** *See Golden Nugget, Inc. v. Ham, 95 Nev. 45, 589 P.2d 173 (1979)*; *Dredge Corp. v. Wells Cargo, Inc.*, 80 Nev. 99, 389 P.2d 394 (1964); *Hobart v. Hobart Estate Co.*, 26 Cal.2d 412, 159 P.2d 958 (1945). [Emphasis Added].

The statute of limitations is contingent on the answer to specific questions. The Court in *Dredge* Corp. stated:

> [t]he applicability of the statute of limitations **depends upon a prior determination of material questions of disputed fact which should have been reserved for decision after a full trial.** Had the record (affidavits and depositions) before the trial court shown, without dispute, that Wells had breached the agreement by failing to perform the work required by November 12, 1955, then the claim of Dredge, at least for the coercive relief of contract damages (though perhaps not for an accounting), would have been barred by the six year statute, for this suit was not started until November 30, 1962. **However, this issue was disputed.** (Emphasis Added)

Id. at 103.

Based on this the *Dredge Corp.* court concluded:

> Thus, the summary judgment may not stand as to any of the relief sought-declaratory or coercive. The former, because it is not subject to the bar of limitations as a matter of law; the latter, because disputed fact issues must first be decided before the applicability of limitations is placed into focus.

Id.

The "injury discovery rule" also prevents parties when concealing their true intentions and allows the applicable statute of limitations to toll when the "injury" is reasonably discovered or should have been reasonably discovered. However "injury" means "legal injury." *Massey v. Litton*, 99 Nev. 723, 727-28, 669 P.2d 248, 251-52 (1983) (holding that NRS 41.097(2) "injury" means "legal injury" and thus the time is tolled for a reasonable time to conclude that damages have resulted). The *Massey court* also explained that the statute of limitations begins to toll when the affected party "knows or should have damages had been suffered" or the "injury discovery rule":

> Having decided that "injury" means legal injury, we now determine when the patient "discovers" her legal injury. In *Ballinger,* the court held that the statute begins to run when the injured person knows or should know that he has suffered a legal injury. *Id.* Thus the discovery may be either actual or presumptive. Our statute similarly provides for actual or presumptive discovery. NRS 41A.097(1).
>
> This construction is in accord with the majority view in construing statutory and common law discovery rules. The discovery may be either actual or presumptive, but must be of both the fact of damage suffered and the realization that the cause was the health care provider's negligence. *See* 1 D. Louisell & H. Williams, Medical Malpractice sec. 13.07 at 13–24 n. 54, 13–25 (1983). *See also Sanders v. Blunt,* 357 So.2d 620, 621 (La.App.1978); *Brown v. Mary Hitchcock Memorial Hosp.,* 117 N.H. 739, 378 A.2d 1138, 1140 (1977); *Lopez v. Swyer,* 62 N.J. 267, 300 A.2d 563, 567 (1973); *Ohler v. Tacoma General Hosp.,* 92 Wash.2d 507, 598 P.2d 1358, 1360 (1979). This rule has been clarified to mean that the statute of limitations begins to run when the patient has before him facts which would put a reasonable person on inquiry notice of his possible cause of action, whether or not it has occurred to the particular patient to seek further medical advice. *See Graham v. Hansen,* 128 Cal.App.3d 965, 180 Cal.Rptr. 604, 609 (1982); *Sanchez v. South Hoover Hosp.,* 18 Cal.3d 93, 132 Cal.Rptr. 657, 663, 553 P.2d 1129, 1135 (1976). The focus is on the patient's knowledge of or access to facts rather

> than on her discovery of legal theories. *Graham v. Hansen,* 180 Cal.Rptr. at 609–610. *See also* Louisell & Williams, *supra,* at 13–25.

Massey v. Litton, 99 Nev. 723, 727-28, 669 P.2d 248, 251-52 (1983).

Massey and *Libby v. Eighth Jud. Dist. Ct.*, 130 Nev. Adv. Op. 39, 325 P.3d 1276, 1279 (2014) are distinct though from a case involving claims based in contract or equity as the statute of limitations for medical malpractice has a one-year discovery statute of limitations and a three year limitation. *Id.* As explained in *Libby*:

> [c]ourts have similarly concluded that a plaintiff does not need to be aware of the cause of his or her injury for the three-year limitation period to begin to accrue. *Marriage & Family Ctr. v. Superior Court,* 228 Cal.App.3d 1647, 279 Cal.Rptr. 475, 478 (1991). In so concluding, California courts have reasoned that the purpose of the three-year limitation period is "to put an outside cap on the commencements of actions for medical malpractice, to be measured from the date of the injury, regardless of whether or when the plaintiff discovered its negligent cause." *Id.*

Libby v. Eighth Jud. Dist. Ct., 130 Nev. Adv. Op. 39, 325 P.3d 1276, 1280 (2014).

In *Libby,*[3] the Nevada Supreme Court recognized that the California court had determined that the plaintiff must "have suffered some appreciable harm" for the three-year statute of limitations to run. *Id.* The Nevada Supreme Court, in adopting this analysis, stated "that the Nevada Legislature tied the running of the three-year limitation period to plaintiffs appreciable injury and not to the plaintiffs awareness of that injury's possible cause". *Id.* Due to this interpretation Ms. Libby's statute of limitation only began to run when a test showed that she had an infection following surgery, not when she knew the cause. *Id.*

In this matter, the statute of limitations began to toll when Nanyah reasonably had facts giving rise to their cause of action. *See Nevada State Bank*, 106 Nev. at 800. Mr. Huerta, who testified on

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[3] This is the sole case in which Defendants have offered to support their argument that Nanyah's claim began at the time of the Purchase Agreement in October 2008, and not when Nanyah actually became aware that they would suffer damages in 2012. Using Defendant's rationale, based on *Libby,* every contracts statute of limitations, whether breached or not, would begin to accrue at the time of execution and not at the time of breach. This assertion is not supported by *Libby* as expressed herein nor supported by any other case law, and conflicts with the well-grounded law in Nevada.

behalf of Nanyah Vegas, LLC, has stated that he did not become aware that Defendants would not honor the debts, until late 2012. Huerta Declaration at ¶16. A determination of whether the statute of limitations tolled at a date prior to 2012 is a question of fact for a jury to consider. *See Millspaugh*, 96 Nev. at 448. Additionally, Defendants have not submitted an affidavit of Mr. Rogich claiming that he put Nanyah Vegas on notice at any time prior to 2012 that he would not repay the debt. The multiple agreements which Mr. Rogich signed actually say the opposite, that he would repay Nanyah and indemnify Carlos Huerta/Go Global, Inc. for any claims that Nanyah may have in the future. Exhibits D and E. This Court has not determined, as a matter of fact, the statute of limitations began to accrue in 2008, and respectfully it cannot because it is disputed material, which should be reserved for trial. *Dredge Corp.*, 80 Nev. at 109.

The statute of limitations did not toll until Nanyah had suffered some "appreciable injury." *See Libby*, 325 P.3d at 1280; *see also Massey*, 99 Nev. at 727-28. Similar to the case in *Libby*, the statute of limitations could not begin to accrue until Nanyah was made aware that they would not receive the $1,500,000 promised by Mr. Rogich and Eldorado. *See Libby*, 325 P.3d at 1280. Nanyah was only made aware of the breach several years after the agreements were executed and during this same time Mr. Huerta was still assisting Eldorado to sell the property or obtain a profit. When Mr. Rogich informed Mr. Huerta in 2012 that he would not pay the monies owed to Nanyah or any others this was the same as in *Libby*, when the plaintiff received the test results. Thus, the statute of limitations began to accrue at that time. Because the statute of limitations began to accrue in 2012 and not 2008, the Nanyah claim filed in 2013 is well within the statute of limitations period pursuant to NRS 11.190(2).

1. As an Intended Third-Party Beneficiary, Nanyah is Entitled to The Same Statute of Limitations as Go Global, Inc. and Has Thus Timely Filed a Claim for Recovery.

Nanyah was an intended third-party beneficiary of the Purchase Agreement and Membership Interest Purchase Agreement and, thus, may avail itself to the same statute of limitations as the parties

to the agreements. "To obtain such a status, there must clearly appear a promissory intent to benefit the third party (**825 *Olson v. Iacometti*, 91 Nev. 241, 533 P.2d 1360 (1975)), and ultimately it must be shown that the third party's reliance thereon is foreseeable (*Lear v. Bishop*, 86 Nev. 709, 476 P.2d 18 (1970))." *Lipshie v. Tracy Inv. Co.*, 93 Nev. 370, 379, 566 P.2d 819, 824-25 (1977). Generally, a third-party beneficiary takes subject to any defense arising from the contract that is assertible against the promisee, including the statute of limitations. *Gibbs v. Giles*, 96 Nev. 243, 246-47, 607 P.2d 118, 120 (1980)[4]; citing e. g., *Skylawn v. Superior Court*, 88 Cal.App.3d 316, 151 Cal.Rptr. 793 (1979); *Bogart v. George K. Porter Co.*, 193 Cal. 197, 223 P. 959 (1924); 4 Corbin on Contracts s 820 (1951); 2 Williston on Contracts s 394 (3d ed. 1959).

The Purchase Agreement and Membership Interest Purchase Agreements clearly evidenced that Nanyah was an intended third party beneficiary and entitled to same statute of limitations as Go Global. It is not disputed that Nanyah was identified as a benefitting party and it is reasonable to believe that after being made aware of that written promise that reliance would result. *See Lipshie*, 93 Nev. at 379. Nanyah is entitled as an intended beneficiary to the same defenses as Go Global. *See Gibbs*, 96 Nev. at 246-47. As Go Global can assert that the statute of limitations has not passed, nor have Defendants claimed that it has for Go Global, that defense may likewise be used by Nanyah. *See Id.* Therefore under the status of third-party beneficiary the statute of limitations for Nanyah has not passed.

B. NANYAH IS ENTITLED TO AN AWARD OF $1,500,000 AS THE AGREEMENT SIGNED BY DEFENDANTS STATES THAT THE DEBT WAS RECEIVED AND IS OWED. ADDITIONALLY, DEFENDANTS' COUNTERCLAIM FOR CONTRIBUTION MUST BE DISMISSED AS DEFENDANTS AGREED TO INDEMNIFY.

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[4] *Gibbs* was superseded by statute on other grounds not relative to the point that that the statute of limitations for a third-party beneficiary shares the same statute of limitations with the party with whom is directly associated with the contract. *See State of Washington v. Bagley*, 114 Nev. 788, 963 P.2d 498 (1998) (holding that unpaid child support payments accruing within past six year period were subject to enforcement).

It is unequivocal that the Defendants acknowledged that the Purchase Agreement and Membership Interest Agreement state that Nanyah is owed $1,500,000. "[I]n the absence of ambiguity or other factual complexities," contract interpretation is a question of law that the district court may decide on summary judgment. *Ellison v. Cal. State Auto. Ass'n,* 106 Nev. 601, 603, 797 P.2d 975, 977 (1990). Whether a contract is ambiguous likewise presents a question of law. *Margrave v. Dermody Props.,* 110 Nev. 824, 827, 878 P.2d 291, 293 (1994). A contract is ambiguous if its terms may reasonably be interpreted in more than one way. *Anvui, LLC v. G.L. Dragon, LLC,* 123 Nev. 212, 215, 163 P.3d 405, 407 (2007). Ambiguity does not arise simply because the parties disagree on how to interpret their contract. *Parman v. Petricciani,* 70 Nev. 427, 430–32, 272 P.2d 492, 493–94 (1954) (concluding that summary judgment was appropriate because the interpretation offered by one party was unreasonable and, therefore, the contract contained no ambiguity), *abrogated on other grounds by Wood v. Safeway, Inc.,* 121 Nev. 724, 121 P.3d 1026 (2005). Rather, "an ambiguous contract is 'an agreement obscure in meaning, through indefiniteness of expression, or having a double meaning.' " *Hampton v. Ford Motor Co.,* 561 F.3d 709, 714 (7th Cir.2009) (quoting *Whiting Stoker Co. v. Chicago Stoker Corp.,* 171 F.2d 248, 251 (7th Cir.1948))[5].

Defendants' subjective interpretation of the facts regarding the monies owed to Nanyah are barred by the parol evidence rule. The parol evidence rule prevents evidence of a party's intent to create an ambiguity in an otherwise unambiguous written contract. *Kaldi v Farmers Ins. Exch.* 117 Nev. 273, 282 (2001). "The parol evidence rule forbids the reception of evidence which would vary or contradict the contract, since all prior negotiations and agreements are deemed to have been merged therein." *Daly v. Del E. Webb Corp.,* 96 Nev. 359, 361, 609 P.2d 319, 320 (1980). Parties are bound by the terms of a written contract regardless of their subjective belief at the time the agreement was signed. *Campanelli v. Convervas Altamira*, S.A., 86 Nev. 838, 841, 477 P.2d 870, 872 (1970). The parol

[5] These cases referencing contractual interpretation were all referenced in a recent case of the Nevada Supreme Court, *Galardi v. Naples Polaris, LLC*, 129 Nev. Adv. Op. 33, 301 P.3d 364, 366 (2013), reconsideration en banc denied (July 18, 2013)

evidence rule is not just an evidentiary rule, but a substantive rule that applies in equity as well as at law. *State ex rel. List v. Courtesy Motors,* 95 Nev. 103, 590 P.2d 163, 165 (1979).

The Purchase Agreement and Membership Interest Purchase Agreement are not ambiguous. These agreements state without ambiguity that the $1,500,000 was received from Nanyah, that Eldorado acknowledged the receipt of the same, that Eldorado and Mr. Rogich would repay the debt and that Go Global and Mr. Huerta would be indemnified. These agreements are not ambiguous because they can only be interpreted in one way. *See Anvui, LLC,* 123 Nev. 212, 215, 163 P.3d 405, 407 (2007). As no ambiguity exists pursuant to these agreements, Nanyah must be awarded its $1,500,000 and the Defendants' counterclaim, for contribution, must be dismissed.

Additionally, the Defendants' attempts to contradict their own writings, in claiming that Eldorado did not receive a benefit must be ignored, under the parol evidence rule. The claim that Nanyah is not owed $1,500,000, and that Go Global must indemnify Defendants, contradicts the written evidence before the Court. These claims should be prevented from being provided any consideration "as parol evidence rule forbids the reception of evidence which would vary or contradict the contract, since all prior negotiations and agreements are deemed to have been merged therein." *See Daly,* 96 Nev. 359, 361, 609 P.2d 319, 320 (1980). The Defendants are not entitled to assert their subjective beliefs as the parties are bound to the representations made in the Purchase Agreement and Membership Interest Purchase Agreement. *See Campanelli*, 86 Nev. at 841. Therefore, summary judgment is appropriate in favor of Nanyah's claim for $1,500,000 and in favor of Counterdefendants for dismissal of the claims of indemnity and contribution.

///

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III.

CONCLUSION

WHEREFORE, based on the foregoing, Plaintiffs respectfully request that Defendants' Motion for Partial Summary Judgment be denied and for the reasons stated herein Plaintiffs request that summary judgment be entered in favor of Nanyah Vegas, LLC on its claims for recovery of the $1,500,000 and Carlos Huerta as to Defendants' counterclaim for indemnity and contribution.

DATED this 13th day of August, 2014.

McDONALD LAW OFFICES, PLLC

By: /s/ Brandon B. McDonald
Brandon B. McDonald, Esq.
Nevada Bar No.: 11206
2505 Anthem Village Drive, Ste. E-474
Henderson, NV 89052
Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that on the 13th day of August, 2014, I served a copy of the foregoing **PLAINTIFF'S OPPOSITION TO DEFFENDANTS' MOTION FOR PARTIAL SUMMARY JUDGMENT AND COUNTER-MOTION FOR PARTIAL SUMMARY JUDGMENT** upon each of the parties via Odyssey E-Filing System pursuant to NRCP 5(b)(2)(D) and EDCR 8.05 to:

McDonald Law Offices, PLLC
Brandon McDonald brandon@mcdonaldlawyers.com
Charles Barnabi charlesbarnabi@gmail.com

and by first class mail to the following who were not identified on the Court's electronic filing system:

Samuel S. Lionel, Esq.
LIONEL SAWYER & COLLINS
300 South Fourth Street, 17th Floor
Las Vegas, NV 89101
Attorneys for Defendant/Counterclaimant,
Eldorado Hills, LLC and Sig Rogich

/s/ Charles Barnabi
An employee of McDonald Law Offices, PLLC

EXHIBIT A

DECL
Brandon B. McDonald, Esq.
Nevada Bar No.: 11206
McDONALD LAW OFFICES, PLLC
2505 Anthem Village Drive, Ste. E-474
Henderson, NV 89052
Telephone: (702) 385-7411
Facsimile: (702) 664-0448
Attorneys for Plaintiffs

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. No.: XXVII

DECLARATION OF CARLOS A. HUERTA IN SUPPORT OF PLAINTIFF'S OPPOSITION TO DEFENDANTS' MOTION FOR PARTIAL SUMMARY JUDGMENT AND COUNTER-MOTION FOR PARTIAL SUMMARY JUDGMENT

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

CARLOS A. 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 an individual plaintiff, principal of Go Global, Inc. ("Go Global") and Trustee of The Alexander Christopher Trust. I make this declaration in support of the above-captioned Plaintiffs' Opposition to Defendants' Motion for Partial Summary Judgment and Counter-Motion for Partial Summary Judgment (the "Opposition").

2. In 2006, Huerta, Go Global and Rogich owned 100% of the membership interests of Eldorado Hills, LLC ("Eldorado").

3. Eldorado was and continues to be the owner of approximately 161 acres of real property on the mountains to the west of Boulder City where the Pro Gun Club is located. Eldorado had intended to develop the property into a commercial mixed used industrial facility. See partial offering brochure, attached to the Opposition as Exhibit B. Due to the inability of Mr. Rogich to contribute any capital towards Eldorado's ongoing mortgage debt, Rogich entered into the "Agreement to Lend Capital" on April 24, 2008. Exhibit C to the Opposition.

4. During this time and continuing thereafter I, or through Go Global, loaned $1,500,000 so the company could retain the real property but it was also understood that this debt was a priority debt entitled to repayment upon first capital monies received. As the Agreement to Lend Capital states:

> Go Global Properties has procured capital equal to $125,000, which it will provide to The Company, in order to meet this month's (April 2008's) debt to ANB Financial. The Party is agreeing that this capital will be owed to the 1st Party in a priority fashion, whereby the outstanding principal and interest (at 22 percent per annum) will be paid back prior to any other and/or profits being out from the company and as soon as any additional capital is available in order to repay this debt. The 2nd Party is acknowledging that the 1st Party has gone out to borrow additional capital in order to be able to provide much-needed capital to The Company.

Exhibit C at ¶3.

5. In mid-2008 Mr. Rogich had begun discussions with another investor to invest into the project. This was done so with the help of Rogich Communications Group staffer Christopher M. Cole.

Eventually, the investor would take the place of Go Global and Mr. Huerta, at Mr. Rogich's urging, who at that point owned 35% of the membership interests in Eldorado. Other investors such as Eric Reitz, Craig Dunlap and Antonio Nevada would likewise be repaid the principal amounts they had provided to Eldorado.

6. On or about October 30, 2008, I, Go Global and Mr. Rogich, through his family trust, entered into an agreement whereby the 35% interest of Huerta and Global would be purchased by Rogich for $2,747,729.50. Purchase Agreement, referred to as the "Agreement", attached to the Opposition as Exhibit D.

7. Pursuant to the Agreement, the $2,747,729.50 (the "debt") would be paid from "future distributions or proceeds received by Buyer from Eldorado. *Id.* at Exhibit D, Section 2(a).

8. The Agreement also had attached an "Exhibit A" which identified several parties which had contributed to Eldorado and which monies were due and owing to these "Potential Claimants":

Potential Claimants

1.	Eddyline Investments, LLC (potential investor or debtor)	$50,000.00
2.	Ray Family Trust (potential investor or debtor)	$283,561.60
3.	Nanyah Vegas, LLC (through Canamex Nevada, LLC)	$1,500.000.00
4.	Antonio Nevada, LLC/Jacob Feingold	$3,360,000.00

Exhibit D, at Exhibit "A" or PLTFS0010.

9. During the discovery in this matter, Defendants also asked for the production of documents which affirmed that Nanyah Vegas, LLC was owed $1,500,000. Plaintiffs identified several documents, of which multiple documents were provided by Defendants themselves:

REQUEST NO.1:

All documents relating to the $1,500.000 alleged in paragraph 15 of The First Amended Complaint to have been invested in Eldorado Hills, LLC by Nanyah Vegas, LLC.

RESPONSE TO REQUEST FOR PRODUCTION NO. 1:

See EH000039, EH000045 – 55; PLTFS0001 – 11; PLTFS0028, and; PLTF0030 – 33[1];

As discovery is ongoing Plaintiffs reserve the right to supplement this request.

Plaintiffs' Amended Response to Defendants' First Set of Request for Production of Documents; the documents identified as EH000017 - 39, EH000045 – 55; PLTFS0001 – 11; PLTFS0028, and; PLTFS00030 – 33 are collectively attached herein as Exhibit E; Huerta Declaration at ¶9.

10. EH000039 is Exhibit "D" to a Membership Interest Purchase Agreement dated October 24, 2008 and states that The Rogich Irrevocable Trust or the "Seller" made certain representations in specific regard to the monies owed to Nanyah Vegas, LLC and others:

QUALIFICATION OF REPRESENTATIONS OF SELLER

> Seller confirms that certain amounts have been advanced to or' on behalf of the Company by certain third parties, as referenced in Section 8 of the Agreement, Seller shall endeavor to convert the amounts advanced into non-interest bearing promissory notes for which Seller shall be responsible. Regardless of whether the amounts are so converted, Seller shall defend, indemnify and hold harmless the Company and its members for any claims by the parties listed below, and any other party claiming interest in the Company as a result of transactions prior to the date of this Agreement against the Company or its Members.
>
> 1. Eddyline Investments, LLC (potential investor or debtor) $50,000.00
>
> 2. Ray Family Trust (potential investor or debtor) $283,561.60
>
> 3. Nanyah Vegas, LLC (through Canamex Nevada, LLC) $1,500.000.00

[1] Up until the point where Nanyah invested its $1.5 million, Mr. Huerta, through his corporation Go Global had invested more than $4.2 million into Eldorado. PLTFS0031-33 is a copy of one of Eldorado's bank statements showing that $1.5 million was deposited, into the company's bank account.

4. Antonio Nevada, LLC/Jacob Feingold $3,360,000.00

Exhibit E at EH000039.

11. The Agreement dated October 30, 2008 and Membership Interest Purchase Agreement of October 24, 2008 each affirm that Mr. Rogich owed $1,500,000 to Nanyah Vegas, LLC and that he and The Rogich Family Trust would indemnify Go Global and Carlos Huerta for any claims of the parties identified as "Potential Claimants", which included Nanyah Vegas, LLC. Exhibit D and E. This also conformed with the Purchase Agreement, Exhibit D, which stated "Seller [Carlos Huerta and Go Global, Inc.], however will not be responsible to pay the Exhibit A Claimants their percentage of debt. This will be Buyer's obligation, moving forward and Buyer will also make sure that any ongoing company bills (utilities, security) and expenses attributed to maintaining the property) will not be Seller's obligation(s) from the date of closing, with Pete and AI, onward." Exhibit D, EH00048.

12. EH000045 – 55 and PLTF0001 - 11 are the same Purchase Agreement which has been produced herein as Exhibit D. cf. Exhibit E. PLTFS00028 and 30-33 are notes from a phone conversation on October 24, 2008 and bank statements affirming that Eldorado received $1,500,000.00.

13. During this same time in October 2008, Mr. Huerta, Mr. Rogich and Eldorado were working on repaying persons and entities that provided funds to Eldorado either through Canamex or to Eldorado directly.

14. Eldorado repaid Eric Reitz, PE and Craig Dunlap, Esq. respectively $20,000 and $50,000 in late 2008 because they had "advanced the sum [$20,000 and $50,000] directly or indirectly (including indirectly through Canamex Nevada, LLC) to Eldorado Hills, LLC (the "Company"). *See e.g.* Purchase Agreement dated October 31, 2008 signed by Craig Dunlap, attached herein to the Opposition as Exhibit F.

15. Eric Reitz, PE and Craig Dunlap, Esq. were also not provided K-1s for their investment or "Advancement" as referred to in their own respective Purchase Agreements.

16. Even after Go Global and I had sold their interest in Eldorado, I continued to assist Mr. Rogich in trying to sell the real property. See Email correspondence between Melissa Olivas, Sig Rogich and Carlos Huerta dated January 2010, Re: Offer for 40 acres and warehouse, attached to the Opposition as Exhibit G.

17. Following the sale of Go Global's interest to The Rogich Family Trust in October 2008, through 2012, Mr. Rogich represented that he would pay the parties identified as "Potential Claimants"; the same parties that were identified in the Membership Interest Purchase Agreement.

18. It was only in late 2012 that Mr. Rogich represented that he conveyed his membership interest in Eldorado to TELD, LLC, a Nevada limited liability company.[2] Rogich failed to inform Go Global and I of his intentions to transfer all the acquired membership interest in Eldorado to TELD, LLC and was only informed after the transfer had in fact occurred. Prior to this time in 2012, Plaintiffs had no reason to suspect that they would not be repaid for the monies provided. Additionally, Mr. Rogich has provided no evidence that at any time subsequent to October 2008 that he was not going to honor the obligations mentioned in the Purchase Agreement or Membership Interest Purchase Agreement.

---

[2] Mr. Rogich admits that he did not tell Mr. Huerta of his transfer of interest for no consideration until "early fall 2012." Sig Rogich as Trustee of Rogich Family Irrevocable Trust Answers to Plaintiff's First Set of Interrogatories, p. 2:13-17, 22-26, attached to the Opposition at Exhibit H. Therefore even using Mr. Rogich's own admission that Nanyah would not receive repayment because he decided not to honor his commitments, that information was not available until Fall 2012. None of the Plaintiffs herein would have reason to believe that they would suffer damages until that time, and the statute of limitations would run from Fall 2012. Thus when Plaintiffs filed their claims approximately one year following on July 31, 2013, the Plaintiffs timely filed for relief.

I declare under penalty of perjury of the laws of the United States that these facts are true to the best of my knowledge and belief.

Dated this 13th day of August, 2014.

/s/ Carlos A. Huerta
Carlos A. Huerta

EXHIBIT B

Eldorado Hills II

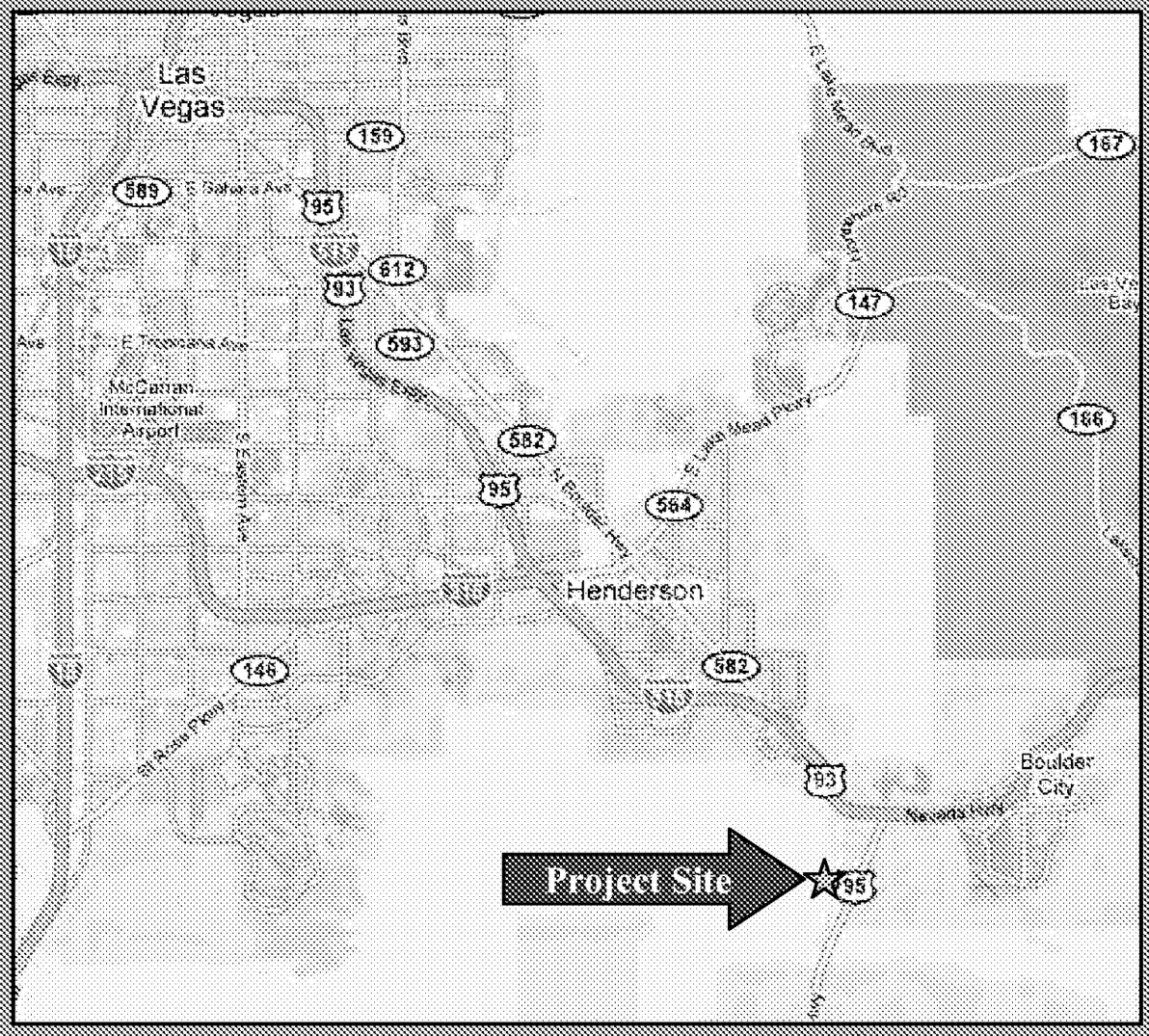
Go Global Properties

PLTF1135

GG001173

Property Overview

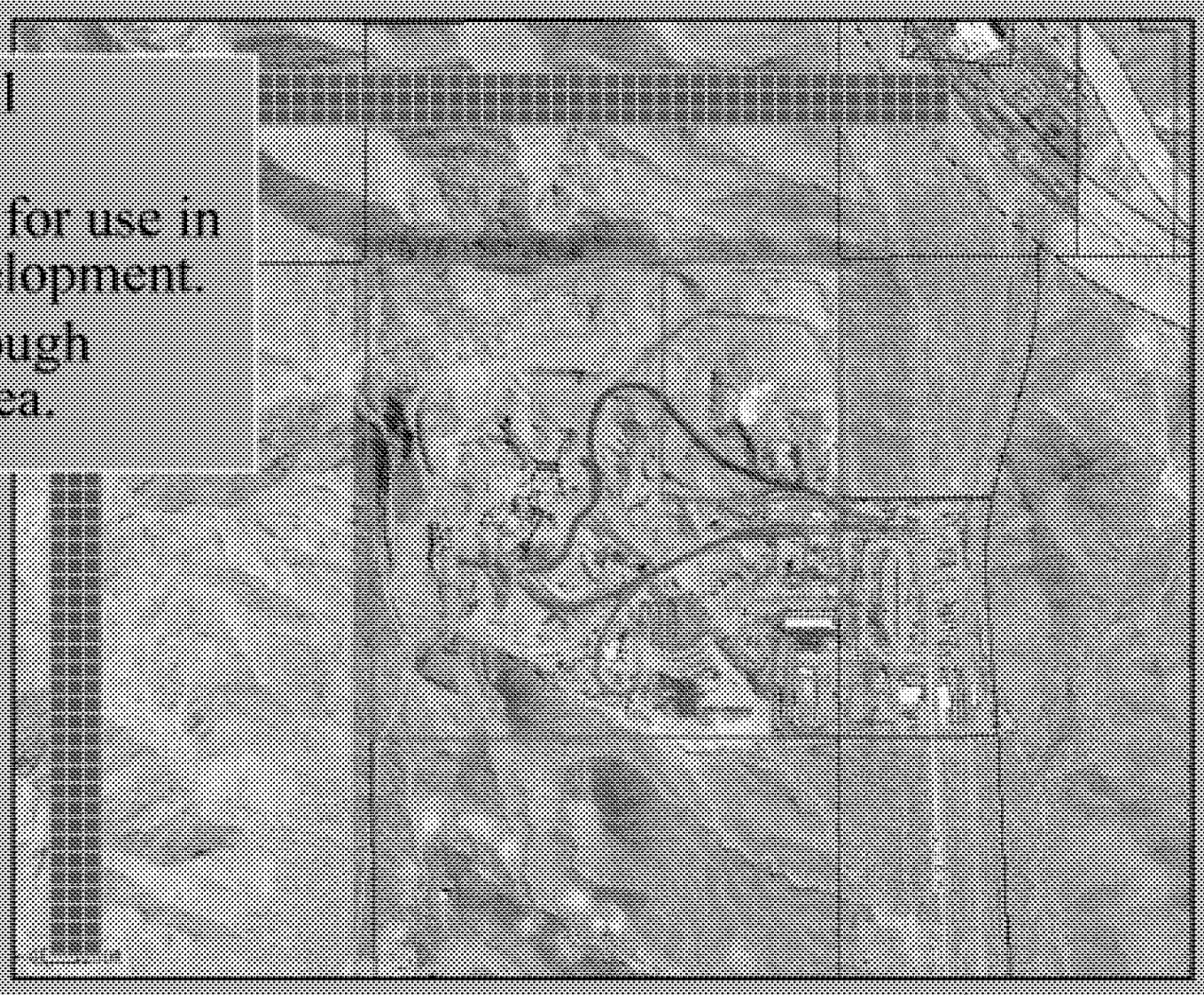
- 155+/- acres
- Corner of 93/515, east side of McCollough Mountain
- Just passed Railroad Pass
- R-U Zoning, Special use permit for gravel 1 mining
- Prime commercial property with the build out of the Boulder City bypass
- This property is a 3-minute drive from where "Old Vegas" used to be
- Close to DR Horton and KB Homes developments



Eldorado Hills II

Engineering Overview

- The property has normal soil conditions.
- Lease to provide large pods for use in residential/commercial development.
- Located within the McCullough Wash Annexation Study Area.



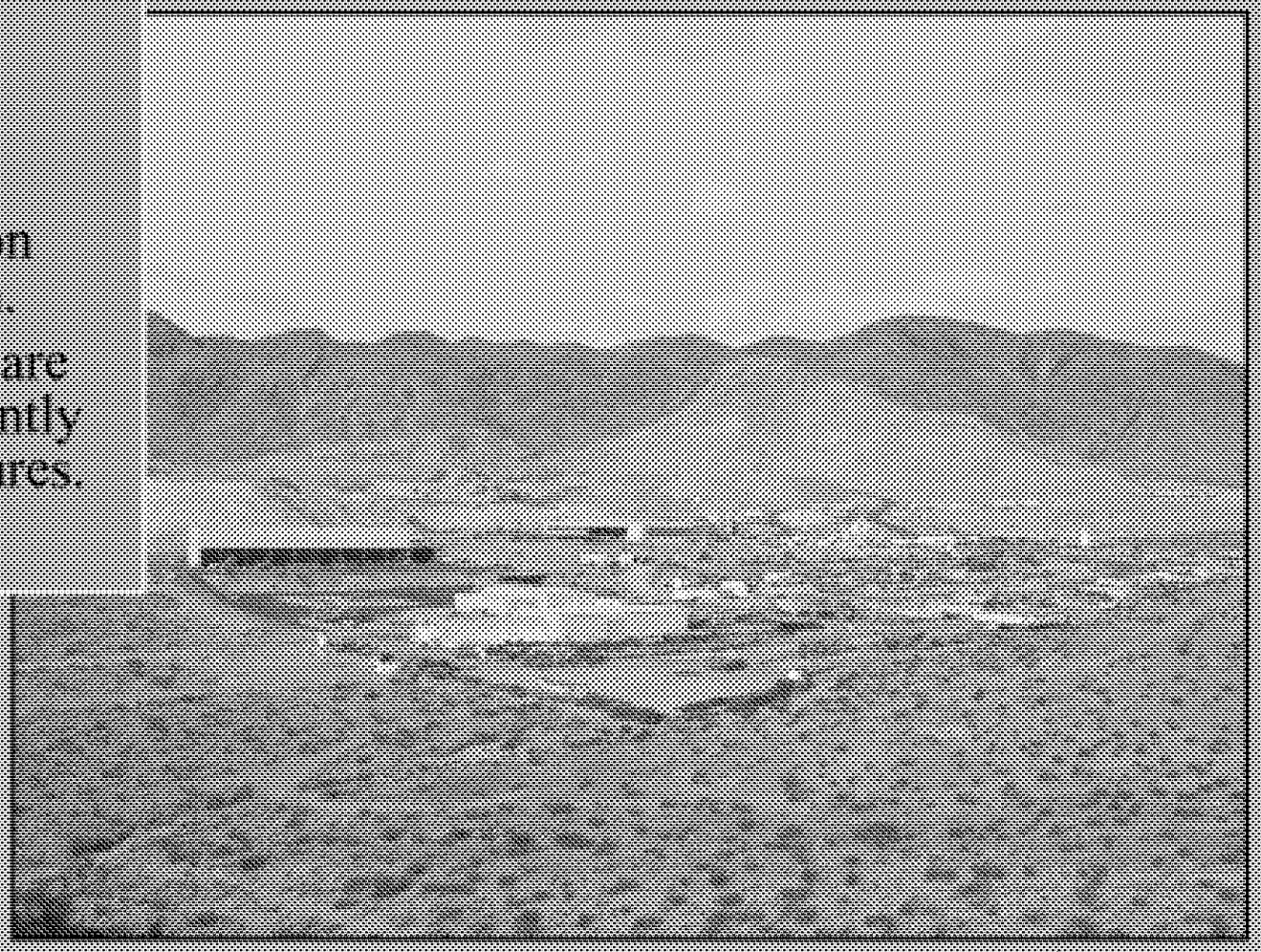
Eldorado Hills II

Go Global Properties | 3980 Howard Hughes Parkway, Suite 550 | Las Vegas, Nevada | Ph: 702.617.9861 | Fax: 702.617.9862 | www.goglobalproperties.com

PLTF1137

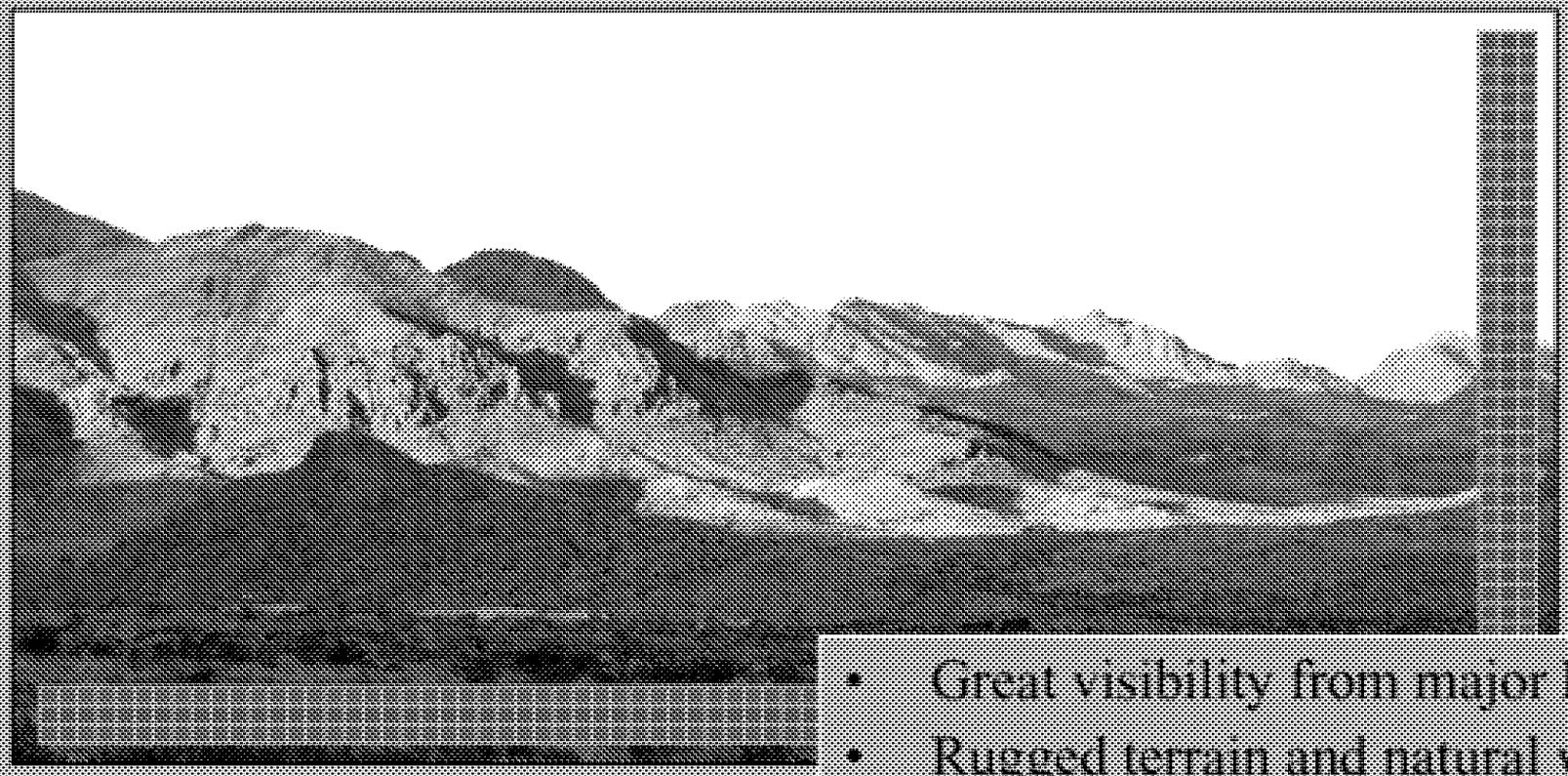
Zoning/Utilities

- Property is currently used for industrial manufacturing and mining.
- Highest and best use is for commercial development in conjunction with residential on adjacent property to the south.
- Power, water and natural gas are available to the site and currently being used by existing structures.



Eldorado Hills II

Location Characteristics



- Great visibility from major highways.
- Rugged terrain and natural washes on an elevated site.
- Majestic views of the Eldorado Valley, Boulder City and Cascata Golf Course.

Eldorado Hills II

Go Global Properties | 3980 Howard Hughes Parkway, Suite 550 | Las Vegas, Nevada | Ph: 702.617.9861 | Fax: 702.617.9862 | www.goglobalproperties.com

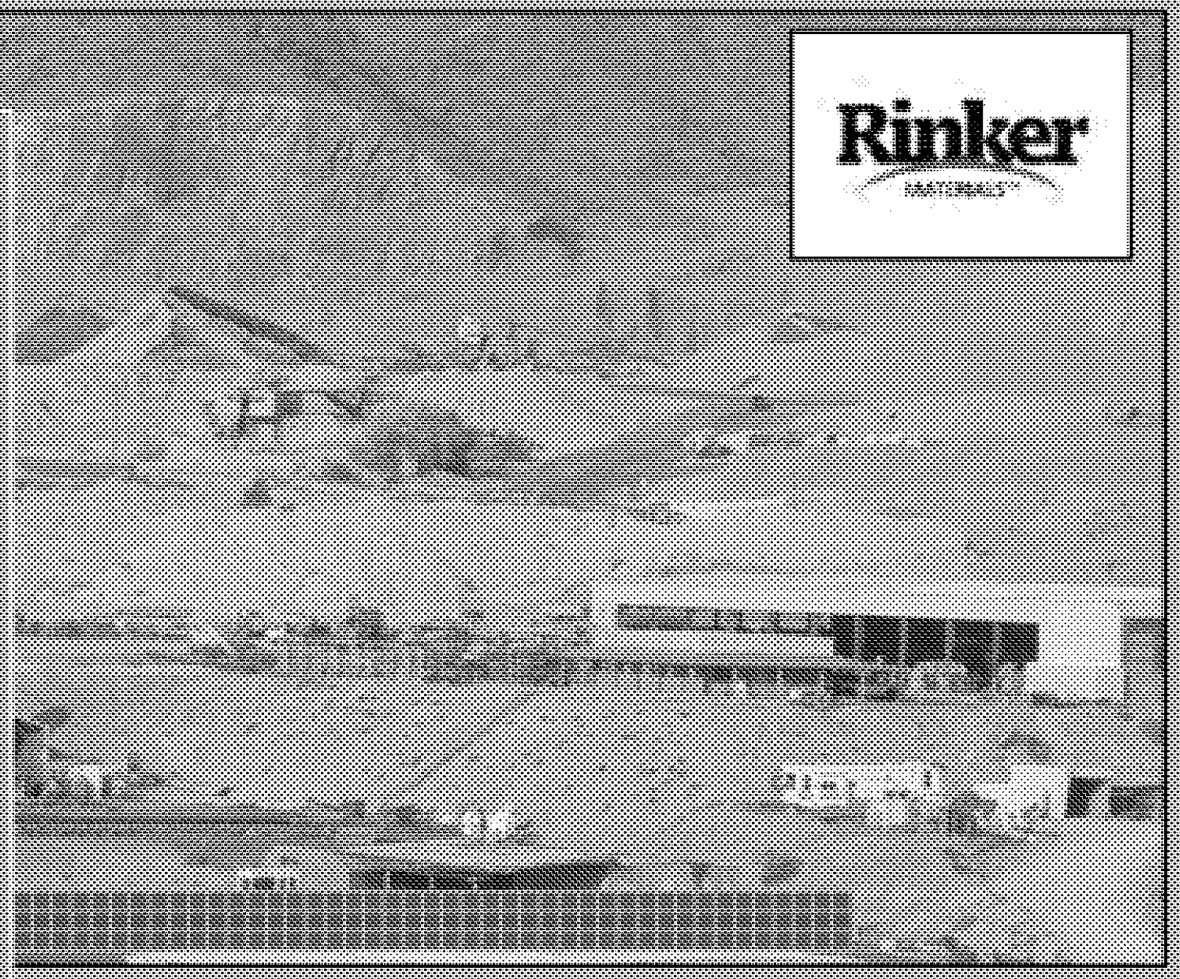
Current Use

Leased to Rinker Materials Company for use as gravel, mining operation and concrete batch plant.

- $1mm/year lease expires in 2020
- Site will run out of aggregate 2010
- Rinker has an option on another 40 acres from BLM (west of property) to mine.

Additional Items

- Jan 1, 2010 Rinker must provide 30 acres of graded land in the north east corner of property
- Jan 1, 2012 Rinker must provide 50 acres of graded land in the south east corner of property.
- Rinker has interest in puchasing 10 acres in the southwest corner for a block plant at $250k/acre and an additional 10 acres for truck repair and concrete batch plant. (Hidden location on the property)



Eldorado Hills II

EXHIBIT C

Agreement to Lend Capital

THIS AGREEMENT dated as of April 24th, 2008 between Go Global Properties, 3883 Howard Hughes Pkwy, #590, Las Vegas, NV 89169 (the "1st Party") and Sigmund Rogich, 3883 Howard Hughes Pkwy, #590, Las Vegas, NV 89169 (the "2nd Party").

IN CONSIDERATION of the mutual covenants and conditions hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Eldorado Hills, LLC ("The Company") owes monthly interest payments to ANB Financial for the current $21 million facility being utilized to own and market the 161.93-acre property in Las Vegas, NV once owned by Pan Metal Corporation;

2. The company is short of capital in order to satisfy the monthly amount due to their lender (ANB Financial).

3. Go Global Properties has procured capital equal to $125,000, which it will provide to The Company, in order to meet this month's (April 2008's) debt payment to ANB Financial. The 2nd Party is agreeing that this capital will be owed to the 1st Party in a priority fashion, whereby the outstanding principal and interest (at 22 percent per annum) will be paid back prior to any other capital and/or profits being paid out from the company and as soon as any additional capital is available in order to repay this debt. The 2nd Party is acknowledging that the 1st Party has gone out to borrow additional capital in order to be able to provide much-needed capital to The Company.

4. This Agreement sets forth the entire agreement between the parties relating to the subject matter hereof and stands in the place of any previous agreement, whether oral or in writing. The parties agree that no amendment to this Agreement shall be binding upon the parties unless it is in writing and executed by both parties.

5. This Agreement shall enure to the benefit of and be binding upon the respective heirs, executors, administrators and assigns of each of the parties hereto.

6. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

7. The parties acknowledge that this Agreement may be negotiated and transmitted between the parties by means of a facsimile machine and that the terms and conditions agreed to are binding upon the parties. Upon the Agreement being accepted, copies of the facsimile will be validated by both parties forthwith.

THIS Agreement has been executed by the parties hereto as of the date first above written.

1st Party
Carlos Huerta, Go Global Properties

2nd Party
Sigmund Rogich

EXHIBIT D

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement") made and entered into effective the 30th day of October, 2008, by and among Go Global, Inc. ("Go Global"), Carlos Huerta ("Carlos") ("Seller") and The Rogich Family Irrevocable Trust ("Buyer") with respect to the following facts and circumstances:

RECITALS:

A. Seller owns a Membership Interest ("Membership Interest") in Eldorado Hills, LLC (the "Company") equal to or greater than thirty-five percent (35%) and which may be as high as forty-nine and forty –four one hundredths (49.44%) of the total ownership interests in the Company. Such interest, as well as the ownership interest currently held by Buyer, may be subject to certain potential claims of those entities set forth and attached hereto in Exhibit "A" and incorporated herein by this reference ("Potential Claimants"). Buyer intends to negotiate such claims with Seller's assistance so that such claimants confirm or convert the amounts set forth beside the name of each of said claimants into non-interest bearing debt, or an equity percentage to be determined by Buyer after consultation with Seller as desired by Seller, with no capital calls for monthly payments, and a distribution in respect of their claims in amounts from the one-third (1/3rd) ownership interest in the Company retained by Buyer.

B. Seller desires to sell, and Buyer desires to purchase, all of Seller's Membership Interest, subject to the Potential Claimants and pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and representations hereinafter contained, and subject to the conditions hereinafter set forth, it is agreed as follows:

1. Sale and Transfer of Membership Interest. Subject to the terms and conditions set forth in this Agreement, Seller will transfer and convey the Membership Interest to Buyer, and Buyer will acquire the Membership Interest from Seller, upon payment of the consideration set forth herein at Closing.

2. Consideration. For and in consideration of Seller's transfer of the Membership Interest hereunder, Buyer agrees:

(a) Buyer shall owe Seller the sum of $2,747,729.50 as non-interest bearing debt with, therefore, no capital calls for monthly payments. Said amount shall be payable to Seller from future distributions or proceeds (net of bank/debt owed payments and tax liabilities from such proceeds, if any) distributed to Buyer at the rate of 56.20% of such profits, as, when and if received by Buyer from the Company.

(b) As further consideration, Buyer agrees to indemnify Seller against the personal guaranty of Seller for the existing Company loan in the approximate currently outstanding amount of $21,170,278.08, and further agrees to request the lender of such loan to release Seller from such guaranty (within one year);

(c) Furthermore, as an acknowledgment of the fact that Carlos will no longer be a manager of the Company after the Closing, Buyer shall also defend and indemnify Carlos from and against post-Closing Company activities.

3. Release of Interest. At Closing, upon payment of the Consideration required hereunder, Seller shall release and relinquish any and all right, title and interest which Seller now has or may ever have had in the Membership Interest and in any other interest (equity or debt) of the Company. Each Seller furthermore does hereby presently resign (or confirms resignation) from any and all positions in the Company as an officer, manager, employee and/or consultant. Additionally, Seller does hereby release the

Company and its members, managers and officers from any and all liability to each Seller of whatever kind or nature, including without limitation any claims for debt or equity repayment (except to the extent of the Consideration referenced in Section 2 above) or for remuneration relative to past services as an officer, manager, employee, consultant or otherwise.

4. Representations of Seller. Subject to any potential claims of the Potential Claimants, Seller represents and warrants that (i) Seller is the owner, beneficially and of record, of the Membership Interest as described in Recital A above, free and clear of all liens, encumbrances, security agreements, equities, options, claims, charges, and restrictions, which ownership interest is not evidenced by a written Membership Certificate, (ii) all of the Membership Interest is validly issued in the name of Seller, fully paid and non-assessable, (iii) Seller has full power to transfer the Membership Interest to Buyer without obtaining the consent or approval of any other person or governmental authority, (iv) Seller has been offered complete and unhindered access to all financial records, business records, and business operations of the Company, (v) the decision to sell the Membership Interest on the terms and conditions of this Agreement were negotiated by the parties upon consideration of the concurrent transactions to be entered into among Buyer, Company and two new investors (referenced below in this Section 4) and Seller has been provided all information necessary to make an informed decision regarding the acceptance of the terms hereunder and has sought the advice of such counsel or investment advisors as Seller deemed appropriate, or elected not to do so and (vi) except as otherwise provided in this Agreement, Seller is not relying upon any representations made by Buyer or Company in entering the transaction contemplated hereby. Each Seller further represents and warrants being familiar with the concurrent transactions between each of the Company and Buyer, respectively, with each of TELD, LLC and Albert E. Flangas Revocable Living Trust dated July 22nd, 2005. The transaction documentation with respect thereto recites

the current facts and circumstances giving rise to this Purchase Agreement and those concurrent transactions. Seller further represents and warrants the accuracy of the list (and dollar amounts) of Potential Claimants set forth in Exhibit "A" and agrees to indemnify and hold Buyer harmless from and against any additional claims, over-and-above the listed dollar amounts in Exhibit A and with respect to said claimants or respect to any other claimants (including without limitation Craig Dunlap and Eric Rietz), unless the claims of such other claimants asserts unilateral agreements with Buyer. The representations, warranties and covenants of Seller contained in this Agreement shall survive the Closing hereof and shall continue in full force and effect. Seller, however, will not be responsible to pay the Exhibit A Claimants their percentage or debt. This will be Buyer's obligation, moving forward and Buyer will also make sure that any ongoing company bills (utilities, security, and expenses attributed to maintaining the property) will not be Seller's obligation(s) from the date of closing, with Pete and Al, onward.

5. Further Assurances and Covenants.

(a) Each of the parties hereto shall, upon reasonable request, execute and deliver any additional document(s) and/or instrument(s) and take any and all actions that are deemed reasonably necessary or desirable by the requesting party to consummate the transaction contemplated hereby.

(b) Go Global and Carlos shall deliver all books and records (including checks and any other material of Company) to Buyer promptly after Closing.

6. Closing. The Closing ("Closing") of the transactions hereunder shall be consummated upon the execution of this Agreement and:

(a) The delivery by Seller to Buyer of the Assignment in the form attached hereto as Exhibit "B" and incorporated herein by this reference.

(b) The delivery to said Seller by Buyer of the Consideration set forth hereunder.

(c) Closing shall take place effective the ____ day of October, 2008, or at such other time as the parties may agree.

(d) Seller and Buyer further represent and warrant that the representations, and indemnification and payment obligations made in this Agreement shall survive Closing.

7. Miscellaneous.

(a) Notices. Any and all notices or demands by any party hereto to any other party, required or desired to be given hereunder shall be in writing and shall be validly given or made if served personally, delivered by a nationally recognized overnight courier services or if deposited in the United States Mail, certified, return receipt requested, postage prepaid, addressed as follows:

If to Buyer: The Rogich Family Irrevocable Trust
3883 Howard Hughes Pkwy., #590
Las Vegas, NV 89169

If to Seller: Go Global, Inc.
3060 E. Post Road, #110
Las Vegas, Nevada 89120

Carlos Huerta
3060 E. Post Road, #110
Las Vegas, Nevada 89120

Any party hereto may change his or its address for the purpose of receiving notices or demands as hereinabove provided by a written notice given in the manner aforesaid to the other party(ies). All notices shall be as specific as reasonably necessary to enable the party receiving the same to respond thereto.

(b) Governing Law. The laws of the State of Nevada applicable to contracts made in that State, without giving effect to its conflict of law rules, shall govern the validity, construction, performance and effect of this Agreement.

(c) Consent to Jurisdiction. Each party hereto consents to the jurisdiction of the Courts of the State of Nevada in the event any action is brought to declaratory relief or enforcement of any of the terms and provisions of this Agreement.

(d) Attorneys' Fees. Unless otherwise specifically provided for herein, each party hereto shall bear its own attorneys' fees incurred in the negotiation and preparation of this Agreement and any related documents. In the event that any action or proceeding is instituted to interpret or enforce the terms and provisions of this Agreement, however, the prevailing party shall be entitled to its costs and attorneys' fees, in addition to any other relief it may obtain or to which it may be entitled.

(e) Interpretation. In the interpretation of this Agreement, the singular may be read as the plural, and vice versa, the neuter gender as the masculine or feminine, and vice versa, and the future tense as the past or present, and vice versa, all interchangeably as the context may require in order to fully effectuate the intent of the parties and the transactions contemplated herein. Syntax shall yield to the substance of the terms and provisions hereof. Paragraph headings are for convenience of reference only and shall not be used in the interpretation of the Agreement. Unless the context specifically states to the contrary, all examples itemized or listed herein are for illustrative purposes only, and the doctrine of inclusion unius exclusio alterius shall not be applied in interpreting this Agreement.

(f) Entire Agreement. This Agreement sets forth the entire understanding of the parties, and supersedes all previous agreements, negotiations, memoranda, and understandings, whether written or

oral. In the event of any conflict between any exhibits or schedules attached hereto, this Agreement shall control.

(g) Modifications. This Agreement shall not be modified, amended or changed in any manner unless in writing executed by the parties hereto.

(h) Waivers. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver, and no waiver shall be binding unless evidenced by an instrument in writing and executed by the party making the waiver.

(i) Invalidity. If any term, provision, covenant or condition of this Agreement, or any application thereof, should be held by a Court of competent jurisdiction to be invalid, void or unenforceable, that provision shall be deemed severable and all provisions, covenants, and conditions of this Agreement, and all applications thereof not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

(j) Binding Effect. This Agreement shall be binding on and inure to the benefit of the heirs, personal representatives, successors and permitted assigns of the parties hereto.

(k) Counterparts. This Agreement may be executed in multiple counterparts, including facsimile counterparts, which together shall constitute one and the same document.

(l) Negotiated Agreement. This is a negotiated Agreement. All parties have participated in its preparation. In the event of any dispute regarding its interpretation, it shall not be construed for or against any party based upon the grounds that the Agreement was prepared by any one of the parties.

(m) Arbitration. Any controversy, claim, dispute or interpretations which are in any way related to the Agreement that are not settled informally in mediation shall be resolved by arbitration, if both Buyer and Seller choose this option, administered by the American Arbitration Association under its Commercial Arbitration Rules, and the judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction of and shall be final and binding on all the parties. However, if both Buyer and Seller do not mutually choose to proceed with arbitration, then the traditional legal process will be the only alternative for the parties to pursue if mediation is ineffective. In the event of any controversy, claim, dispute or interpretation, the following procedures shall be employed:

(1) If the dispute cannot be settled informally through negotiations, the parties first agree, in good faith, to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to arbitration or some other dispute resolution procedure. The mediation shall take place in Las Vegas, Nevada within sixty (60) days of initiating the mediation.

(2) At any time after the mediation, any party shall offer a request for Arbitration in writing on the other party(ies) to this Agreement and a copy of the request shall be sent to the American Arbitration Association.

(3) The party upon whom the request is served shall file a response within thirty (30) days from the service of the request for Arbitration. The response shall be served upon the other party(ies) and a copy sent to the American Arbitration Association.

(4) If both parties agree to Arbitration, then within ten (10) days after the

American Arbitration Association sends the list of proposed arbitrators, all parties to the arbitration shall select their arbitrator and communicate their selection to the American Arbitration Association.

(5) Unless otherwise agreed in writing by all parties, the arbitration shall be held in Las Vegas, Nevada. The arbitration hearing shall be held within ninety 90 days after the appointment of the arbitrator if and when both Buyer and Seller are both in agreement with regard to Arbitration.

(6) The arbitrator is authorized to award to any party whose claims are sustained, such sums or other relief as the arbitrator shall deem proper and such award may include reasonable attorney's fees, professional fees and other costs expended to the prevailing party(ies) as determined by the arbitrator.

(n) Time of Essence. Time is of the essence of this Agreement and all of its provisions.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first above written.

"SELLER"

Carlos Huerta, on behalf of Go Global, Inc.

"BUYER"

Sigmund Rogich, on behalf of
The Rogich Family Irrevocable Trust

EXHIBIT "A"

Potential Claimants

1.	Eddyline Investments, LLC (potential investor or debtor)	$50,000.00
2.	Ray Family Trust (potential investor or debtor)	$283,561.60
3.	Nanyah Vegas, LLC (through Canamex Nevada, LLC)	$1,500,000.00
4.	Antonio Nevada, LLC/Jacob Feingold	$3,360,000.00

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EXHIBIT "B"

Assignment

ASSIGNMENT

FOR VALUE RECEIVED, each of the undersigned hereby assigns and transfers unto The Rogich Family Irrevocable Trust ("Buyer"), all of the right, title and interest, if any, which the undersigned owns in and to Eldorado Hills, LLC, a Nevada limited-liability company (the "Company") and do hereby irrevocably constitute and appoint any individual designated by any officer or manager of the Company as attorney to each of the undersigned to transfer said interest(s) on the books of the Company, with full power of substitution in the premises.

DATED as of the 30 day of October, 2008.

Carlos Huerta, individually and on behalf of Go Global, Inc. as to any interest of either of them in and to the Company

EXHIBIT E

MEMBERSHIP INTEREST PURCHASE AGREEMENT

THIS AGREEMENT is effective as of the 7th day of October, 2008, by and among The Rogich Family Irrevocable Trust ("Seller") and Albert A. Flangas Revocable Living Trust u/a/d July 22, 2005 ("Buyer"), Go Global, Inc. ("Go Global"), an entity controlled by and substantially owned by Carlos Huerta ("Carlos") (each of Go Global and Carlos, parties to this Agreement for purposes of consenting to the transactions hereinafter set forth, and confirming the accuracy of the foregoing recitals and certain representations hereinafter made by Buyer with regard to the Company), and Sigmund Rogich ("Sig") and Albert A. Flangas, ("Albert"), each individually with respect to their individual limited agreements hereinafter set forth, with respect to the following facts and circumstances:

RECITALS:

A. Eldorado Hills, LLC, a Nevada limited-liability company ("Company") is indebted in the approximate amount of twenty-one million one hundred seventy thousand two hundred seventy-eight dollars and 08/100, inclusive of principal plus accrued interest ($21,170,278.08), which is owing from the Company to the Federal Deposit Insurance Corporation ("FDIC"), as Receiver for ANB Financial, N.A. ("Lender") on a loan ("Existing Loan"), which encumbers certain real property located in Clark County, Nevada generally referred to as APN: 189-11-002-001 (the "Property") and more particularly described in that certain preliminary title report from Nevada Title Company dated as of September 22, 2008 ("Preliminary Report"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference;

B. Lender has indicated that it will re-write the loan (the "New Loan") pursuant to documentation entitled "Renewal, Extension, Modification, and Ratification of Note and Deed of Trust" ("New Loan Documentation"), the form of which (together with Escrow Instructions) is attached hereto as Exhibit "B" and incorporated herein by this reference;

C. Pursuant to the requirements of the Lender, and as set forth in the fifth Recital of the New Loan Documentation, a payment of $4,321,718.32 must be made as a principal reduction and a sum in the amount of $678,281.68 must be paid for accrued interest at or about the time of the execution of the New Loan Documentation, after which time the principal amount of the New Loan shall be $16,170,278.08;

D. Seller desires to sell an interest in Company which, after issuance, will equal an aggregate one-sixth (1/6th) membership interest ("Membership Interest") to Buyer, and Buyer desires to acquire the Membership Interest in Company from Seller, on the terms hereinafter set forth.

E. Concurrently with the execution of this Agreement, Buyer also intends to execute a subscription agreement ("Subscription Agreement") directly with Company by which Buyer shall acquire a one-sixth (1/6th) Membership Interest pursuant to a Subscription Agreement, the form of which is attached hereto as Exhibit "C" and incorporated herein by this reference.

F. Concurrently herewith, also, the Seller shall acquire the ownership interest of Go Global and certain individuals directly or indirectly related to or affiliated with Go Global, after which time the ownership of Go Global shall be owned by Seller, in exchange for nominal consideration of one hundred dollars ($100.00).

G. Concurrently with the closing of the purchase of the Membership Interest by Buyer from Seller, Buyer shall simultaneously close an essentially identical transaction with Teld, LLC ("Teld") by which Teld shall similarly acquire a one-sixth ($1/6^{th}$) ownership interest in the Company from Seller, and concurrently acquire a one-sixth ($1/6^{th}$) ownership interest from the Company pursuant to a substantially identically Subscription Agreement with the Company.

H. From the proceeds of the consideration (defined below), Seller at closing shall make a capital contribution to the Company of an amount necessary to pay (a) one-half of certain expenses of the Company, inclusive of attorneys' fees and closing costs relative to the closing of the New Loan (the "Eldorado Expenses") (the other one-half (1/2) of the Eldorado Expenses shall be paid from the proceeds of the Membership Interest Purchase Agreement between Seller and Teld), and (b) the one hundred dollar ($100.00) of consideration to be paid to Go Global in connection with Seller's purchase of all of Go Global's interest in the Company (as referenced in Recital F below), all of which amounts shall be treated as a capital contribution to the capital of the Company from Seller.

I. Concurrently with the closing of the purchase of the membership Interest by Buyer from Seller, the Company and its members shall adopt that Amended and Restated Operating Agreement (the "Amended and Restated Operating Agreement") as attached hereto as Exhibit "I".

NOW, THEREFORE, in consideration of the mutual promises, covenants and representations hereinafter contained, and subject to the conditions hereinafter set forth, it is agreed as follows:

1. Sale and Transfer of Interest. Subject to the terms and conditions set forth in this Agreement, Seller will transfer and convey the Membership Interest to Buyer, and Buyer will acquire the Membership Interest from Seller, upon payment of the Consideration (as defined herein below) at Closing.

2. Consideration. For and in consideration of Seller's transfer of the Membership Interest hereunder, Buyer shall pay to Seller at Closing the sum of five hundred thousand and no/100 dollars ($500,000.00) (hereinafter referred to as the "Consideration").

3. Adoption of Amended and Restated Operating Agreement, Post-Closing Status of Ownership. At Closing the Company and its Members hereby adopt the Amended and restated Operating Agreement attached hereto as Exhibit I. If for any reason the adoption of the Amended and restated Operating Agreement is determined not to be valid, Seller shall consult with Buyer and take such actions as necessary and hold harmless, indemnify and defend Buyer to the extent necessary to put Buyer in the same position as if the Amended and Restated Operating Agreement were in full force and effect. At Closing, upon payment of the Consideration, ownership of the Company shall be as follows:

a. Buyer – one-third (1/3rd).

b. Teld – one-third (1/3rd).

c. Seller (and any investors for whom Seller shall assume responsibility as hereinafter set forth) – collectively one-third (1/3rd).

4. Representations of Seller. Subject to the information set forth and attached hereto in Exhibit "D" and incorporated herein by this reference (which matters shall only affect, if at all, the ownership interest of Seller, and which information is represented by Seller, Go Global and Carlos to be true and accurate, for the benefit of Buyer, and of Seller, respectively), Seller represents and warrants to Buyer as follows:

a. Seller is the owner, beneficially and of record, of the Membership Interest, free and clear of all liens, encumbrances, security agreements, equities, options, claims, charges, and restrictions, and Buyer will receive at Closing good and absolute title thereto free of any

liens, charges or encumbrances thereon.

b. Seller has full power to transfer the Membership Interest to Buyer without obtaining the consent or approval of any other person (other than Go Global and/or Carlos, each of whom by their respective signatures consents to all of the transactions contemplated by the this Agreement and the Recitals set forth above) or governmental authority and there is no existing impediment to the sale and transfer of such Membership Interest from Seller to Buyer.

c. The Company is duly organized and validly existing under and by virtue of, and is in good standing under, the laws of the State of Nevada.

d. Attached hereto as Exhibit "E" and incorporated herein by this reference is a summary of all information ("Diligence Information") provided to Buyer and upon which Buyer is relying in entering into this Agreement.

The representations and warranties of Seller contained in this Agreement shall survive the Closing hereof and shall continue in full force and effect.

5. Representations of Buyer. Buyer represents and warrants to Seller as follows:

a. Buyer has not requested any information, financial or otherwise, concerning the Company other than as provided in Section 4 above.

b. Seller has made no representations to Buyer concerning revenues, income, sale, expenses and/or profits of the Company, other than set forth in the Exhibits referenced in Section 4 above or other than as set forth in the Exhibits to this Agreement.

c. Buyer is entering into this Agreement based upon Buyer's own investigation and knowledge of the business without reliance upon, and makes no reliance upon, any statements, assertions, or documents or reports from Seller other than as incorporated in this

Agreement.

d. Buyer makes the following "Investment Representations" upon which Seller is relying:

(i) Buyer is acquiring the Membership Interest for investment for Buyer's own account, not as a nominee or agent, and not with a view to, or for resale in connection with, any distribution thereof.

(ii) Buyer understands that the Membership Interest to be purchased has not been registered under the 1933 Act on the ground that the sale provided for in this Agreement and the issuance of securities hereunder is exempt from registration under the 1933 Act pursuant to Section 4(2) thereof which depends upon, among other things, the bona fide nature of the investment intent as expressed herein.

(iii) Buyer is experienced in evaluating and investing in recently organized companies such as the Company, is able to fend for itself in the transactions contemplated by this Agreement, has such knowledge and experience in financial business matters as to be capable of evaluating the merits and risks of its investment, has the ability to bear the economic risks of its investment and the ability to accept highly speculative risks and is prepare to lose the entire investment in the Company. Buyer has had an opportunity to discuss the Company's business, management and financial affairs with the Company's management and to review the Company's facilities.

(iv) Buyer understands that the Membership Interest may not be sold, transferred, or otherwise disposed of without registration under the 1933 Act or pursuant to an exemption therefrom, and that in the absence of an effective registration statement covering the Membership Interest or an available exemption from registration

under the 1933 Act, the Membership Interest must be held indefinitely. In particular, Buyer is aware that the Membership Interest may not be sold pursuant to Rule 144 promulgated under the 1933 Act unless all of the conditions of that Rule are met. Among the conditions for use of Rule 144 is the availability of current information to the public about the Company. Such information is not now available and the Company has no present plans to make such information available.

(v) Buyer has a preexisting business or personal relationship with the Company or one of its managers or controlling persons, or by reason of Buyer's business or financial experience or the business or financial experience of its or its professional advisor(s) who are unaffiliated with and who are not compensated by Company or any affiliate or selling agent of Company, directly or indirectly, Buyer has, or could be reasonably assumed to have, the capacity to protect Buyer's own interests in connection with the purchase of the Membership Interest pursuant to this Agreement.

(vii) Seller and Company have made available to Buyer at a reasonable time prior to the date hereof the opportunity to ask questions and receive answers concerning the terms and conditions of this offering and to obtain any additional information which Seller or the Company possess or can acquire without unreasonable effort or expense that is necessary to verify the accuracy of any information provided to Buyer.

(viii) Buyer's overall commitment to investments which are not readily marketable is not disproportionate to Buyer's net worth and the acquisition of the Membership Interest will not cause such overall commitment to investments which are not readily marketable to be disproportionate to the next worth of Buyer and the Buyer's acquisition of the Membership Interest will not cause such overall commitment to become excessive.

(x) Buyer represents and warrants that the Buyer has been urged to consult separate counsel in connection with the purchase of the Membership Interest and that if Buyer chooses not to consult with counsel that Buyer is competent to understand and interpret this Agreement and all exhibits attached hereto and further represents and warrants that Buyer has not relied upon any statements, advice or opinions of counsel for Seller.

(xi) Buyer agrees not to offer, sell, transfer, assign, pledge, hypothecate or otherwise dispose of the Membership Interest or any part thereof, in violation of the Act, the Nevada Securities Act (and all rules and regulations promulgated under either act) or the Operating Agreement.

(xii) Buyer further agrees not to offer, sell, transfer, assign, pledge, hypothecate or otherwise dispose of the Membership Interest until:

(a) One of the following events has occurred: (i) The Company has received a written opinion of counsel, in form and substance satisfactory to the Company to the effect the contemplated disposition will not violate the registration and prospectus delivery provisions of the Act or any applicable state securities laws, or (ii) the Company shall have been furnished with a letter form the SEC in response to a written request thereto setting forth all of the facts and circumstances surrounding the contemplated disposition, stating that the staff of the SEC will not recommend to the SEC that it take any action with regard to the contemplated disposition, or (iii) the Membership Interest are disposed of in conformity with a registration statement under the Act which has been filed with and declared effective by the SEC and qualified under the applicable state securities laws;

(b) All applicable requirements of any applicable state securities laws have been met; and

(c) There has been compliance with all applicable provisions of the Operating Agreement.

(xiii) Buyer agrees that any certificates evidencing the Membership Interest shall bear the following legend:

THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 ('ACT') OR QUALIFIED UNDER THE APPLICABLE STATE SECURITIES. THE RESTRICTED SECURITIES HAVE BEEN ACQUIRED FOR THE HOLDER'S OWN ACCOUNT AND NOT WITH A VIEW TO DISTRIBUTE THEM. RESTRICTED SECURITIES MUST BE HELD INDEFINITELY UNLESS THEY ARE SUBSEQUENTLY REGISTERED UNDER THE ACT AND ARE QUALIFIED UNDER THE APPLICABLE STATE SECURITIES LAWS OR AN OPINION OF COUNSEL FOR THE HOLDER IS DELIVERED TO THE COMPANY, WHICH OPINION SHALL, IN FORM AND SUBSTANCE BE SATISFACTORY TO THE COMPANY AND SHALL STATE AN EXEMPTION FROM SUCH REGISTRATION AND QUALIFICATION IS AVAILABLE.

(xiv) Buyer agrees to indemnify and hold harmless Seller, and all of the other parties hereto, or anyone acting on their behalf, from and against all damages, losses, costs, and expenses (including reasonable attorney fees) which they may incur by reason of the failure of Buyer to give full and accurate information herein or in connection with this investment.

(xv) Buyer understands that the effect of the foregoing representations, warranties and agreements is that:

(a) Because the Membership Interest (i) has not been registered under the Act or the Nevada Securities Act, and, therefore, cannot be sold unless they are registered under the Act or an exemption from such registration is available, (ii) presently has no public market and there is no current prospect for the creation of such a market in the foreseeable future, and (iii) is subject to certain transfer restrictions pursuant to the Operating Agreement, the ability of the Buyer to sell or otherwise transfer the Membership Interest, or any part thereof, is substantially restricted and the Buyer cannot expect to be able to liquidate the investment of the Buyer in case of an emergency or, possibly, at any time;

(b) Rule 144 of the SEC's Rules and Regulations presently requires that the Buyer must hold the Membership Interest for at least two (2) years after the date on which the Membership Interest is fully paid for and, even then, no assurance can be given that Rule 144 will be applicable to the proposed transfer of the Membership Interest at that time, or at any time thereafter;

(c) Buyer does not anticipate any resale, pledge or other disposition of the Membership Interest upon the occurrence or nonoccurrence of any predetermined or particular event, and any such disposition will be subject to the terms and conditions set forth in the Operating Agreement; and

(d) Seller and the other parties hereto are relying upon the truth and accuracy of the representations, warranties and agreements of the Buyer set forth in this Agreement in selling the Membership Interest to Buyer without registration under the Act.

The representations, warranties and covenants of Buyer contained in this Agreement shall survive the Closing hereof and shall continue in full force and effect.

6. Acceptance of Amended and Restated Operating Agreement Subject to Amendment. Buyer and Seller agree to execute the form of "Agreement to be Bound by Amended and Restated Operating Agreement" attached hereto as Exhibit "F" and incorporated herein by this reference effective as of the Closing Date and to be bound by the terms and conditions thereof from and after such date. The provisions of Section 8 below shall be deemed to amend the Operating Agreement if and to the extent it is inconsistent therewith.

7. Closing. The closing of the transactions hereunder (the "Closing') shall be consummated upon the execution of this Agreement and the delivery:

a. by Seller to Buyer of evidence of a one-sixth (1/6th) Membership Interest in the Company in the form of a Membership Certificate in the form attached hereto as Exhibit "G" and incorporated herein by this reference.

b. Buyer to Seller of the Consideration in the form of a Wire Transfer, Cashier's Check or other instrument(s) satisfactory to Seller.

The Closing shall take place on the effective date of this Agreement as set forth on page 1 hereof.

8. Further Agreements Among Certain of the Parties. The parties hereto further agree as follows:

a. By execution of this Agreement, Seller, Sig and Carlos each consent to the foregoing sale of the Membership Interest to Buyer, and further consent to the Company's issuance of an additional one-sixth (1/6th) ownership interest in the Company pursuant to the Subscription Agreement.

b. Sig and Albert agree to request of Lender that the outstanding guaranty of the loan by Carlos (the "Carlos Guaranty") will be released and that Buyer and/or Albert individually, along with Sig (who already is a guarantor of the Existing Loan) shall become guarantors in lieu of Carlos. If such request is not granted, then Seller, Sig, Buyer and Albert shall indemnify and hold Carlos harmless from and against his obligations pursuant to the Carlos Guaranty.

c. Seller shall defend, indemnify and hold Buyer harmless from any and all the claims of Eddyline Investments, LLC , Ray Family Trust , Nanyah Vegas, LLC and Antonio Nevada, LLC, each of whom invested or otherwise advanced the funds, plus certain possible claimed accrued interest.

(i) It is the current intention of Seller that such amounts be confirmed or converted to debt, with no obligation to participate in capital calls or monthly payments, a pro-rata distribution at such time as the Company's real property is sold or otherwise disposed of. Regardless of whether this intention is realized, Seller shall remain solely responsible for any claims by the above referenced entities set forth in this section above.

(ii) The "pro-rata distributions" hereinabove referenced shall mean equal one-third shares pursuant to the ownership set forth in Section 3 above, provided that any amounts owing to those entities set forth on Exhibit "D", or who shall otherwise claim an ownership interest based upon contributions or advances directly or indirectly to the Company made prior to the date of this Agreement, shall be satisfied solely by Seller.

(iii) Wherever in this Agreement, one party (the "Indemnitor") has undertaken to defend, indemnify or hold harmless another (an indemnitee), the Indemnitor shall indemnify the indemnitee and their respective officers, employees, directors, shareholders, successors, agents, licensees, sponsors and assigns (individually and collectively, the "Indemnitee") from any and all claims, demands, lawsuits, proceedings, losses, costs, damages, debts, obligations and liabilities of any nature whatsoever (including attorneys' fees reasonably incurred, costs, expenses, judgments for all types of monetary relief, fines, and any amounts paid in settlement), which directly or indirectly arise out of or in connection with the subject matter of the indemnification. All such claims, demands, etc., shall be referred to in this section by the term "Claim" or "Claims." From the first notification of the Claim and thereafter, Indemnitor shall pay for the defense of the Indemnitee against the entire Claim. Indemnitee may elect to utilize

defense counsel provided by Indemnitor or may in Indemnitee's sole discretion elect legal counsel of Indemnitee's choice, which shall be paid for by Indemnitor. If Indemnitor does not unconditionally and immediately indemnify the Indemnitee with respect to any Claim, the Indemnitee shall have the right, without waiving any other right or remedy otherwise available to the Indemnitee, to adjudicate or settle any such Claim in its sole discretion and at Indemnitor's sole expense.

d. Go Global and Carlos shall defend, indemnify and hold Seller harmless from and against any potential claimants other than as set forth in Section 8(c) above, unless such potential claimant claims to have unilaterally dealt exclusively with Seller.

e. Seller and Buyer each agree to satisfy the monthly payments required pursuant to the New Loan documentation, as well as for payment of taxes, insurance, professional fees and other operating expenses as may arise in the future relative to the Company's operations, marketing or other activities (and one-third of such obligations shall be paid by the Flangas Trust and will be referenced in the Flangas Trust Membership Interest Purchase Agreement).

f. The amounts payable by Seller in regard to the Eldorado Expenses, and the amounts payable by each of the owners as hereinabove set forth in subsection (e) above shall be additional paid-in capital contributions and so reflected on the books and records of the Company.

g. Go Global and Carlos hereby resign from any and all managerial or officerial positions in the Company, effective immediately upon Closing of the transactions contemplated by this Agreement and the other agreements referenced in the Recitals to this Agreement ("Form of Resignation"). The form of Resignation is attached hereto as Exhibit "H" and incorporated herein by this reference. The parties agree that Seller may transfer Seller's ownership interest in the Company to one or more of the entities set forth in Exhibit "D" to satisfy any claims such entity may have. Go Global and Carolos hereby agree to promptly deliver to Seller at the address noted in Section 9(a) below, all books and records (including checkbooks, Company records and other materials related to the Company) promptly after Closing.

h. To the extent that, in the future, there are any costs or expenses incurred by the Company or its members relating to or concerning environmental remedial action in connection with the Property, Teld, LLC and the Flangas Trust shall each be responsible for 25% of the first three million dollars ($3,000,000.00) of such costs and expenses and the Rogich Trust shall be responsible for the remaining 50% of the first three million dollars ($3,000,000) of such costs. Thereafter, the Rogich Trust shall be solely responsible for any costs or expenses exceeding the aforementioned three million dollars ($ 3,000,000.00), if any. Notwithstanding the foregoing, if such excess above $3,000,000 relates to any environmental contamination arising after Closing (except for lead-related contamination, to which this exception shall not apply), then the Members shall still share the costs of same, pro rata, based upon their respective Membership interests.

i. In the event that the FDIC fails to consummate the transactions contemplated in the New Loan Documentation as set forth in Exhibit "B" hereto, this Agreement shall be null and void, and all moneys paid by Teld, LLC and the Flangas Trust shall be returned to those parties.

9. Miscellaneous.

a. Notices. Any and all notices or demands by any party hereto to any other party, required or desired to be given hereunder shall be in writing and shall be validly given or made if served personally, delivered by a nationally recognized overnight courier service or if deposited in the United States Mail, certified, return receipt requested, postage prepaid, addressed as follows:

If to Buyer: Albert E. Flangas Revocable Living Trust u/a/d July 22, 2005
c/o Albert E. Flangas
7385 Laredo
Las Vegas, NV 89117

If to Seller: The Rogich Family Irrevocable Trust
c/o Sigmund Rogich
3883 Howard Hughes Parkway, Ste. 590
Las Vegas, Nevada 89169

Any party hereto may change its address for the purpose of receiving notices or demands as hereinabove provided by a written notice given in the manner aforesaid to the other party(ies). All notices shall be as specific as reasonably necessary to enable the party receiving the same to respond thereto.

b. Governing Law. The laws of the State of Nevada applicable to contracts made in that state, without giving effect to its conflict of law rules, shall govern the validity, construction, performance and effect of this Agreement.

c. Consent to Jurisdiction. Each party hereto consents to the jurisdiction of the courts of the State of Nevada in the event any action is brought for declaratory relief or enforcement of any of the terms and provisions of this Agreement.

d. Attorneys' Fees. Unless otherwise specifically provided for herein, each party hereto shall bear its own attorneys' fees incurred in the negotiation and preparation of this Agreement and any related documents. In the event that any action or proceeding is instituted to interpret or enforce the terms and provisions of this Agreement, however, the prevailing party shall be entitled to its costs and attorneys' fees, in addition to any other relief it may obtain or be entitled to.

e. Interpretation. In the interpretation of this Agreement, the singular may be read as the plural, and vice versa, the neuter gender as the masculine or feminine, and vice versa, and the future tense as the past or present, and vice versa, all interchangeably as the context may require in order to fully effectuate the intent of the parties and the transactions contemplated herein. Syntax shall yield to the substance of the terms and provisions hereof. Paragraph headings are for convenience of reference only and shall not be used in the interpretation of the Agreement. Unless the context specifically states to the contrary, all examples itemized or listed herein are for illustrative purposes only, and the doctrine of inclusio unius exclusio alterius shall not be applied in interpreting this Agreement.

f. Entire Agreement. This Agreement, including all exhibits hereto, sets forth the entire understanding of the parties, and supersedes all previous agreements, negotiations, memoranda, and understandings, whether written or oral. In the event of any conflict between any exhibits or schedules attached hereto, this Agreement shall control.

g. Modifications. This Agreement shall not be modified, amended or changed in any manner unless in writing executed by the parties hereto.

h. Waivers. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver, and no waiver shall be binding unless evidenced by an instrument in writing and executed by the party making the waiver.

i. Invalidity. If any term, provision, covenant or condition of this Agreement, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, that provision shall be deemed severable and all provisions, covenants, and conditions of this Agreement, and all applications thereof not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

j. Binding Effect. This Agreement shall be binding on and inure to the benefit of the heirs, personal representatives, successors and permitted assigns of the parties hereto.

k. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement in person.

l. Negotiated Agreement. This is a negotiated Agreement. All parties have participated in its preparation. In the event of any dispute regarding its interpretation, it shall not be construed for or against any party based upon the grounds that the Agreement was prepared by any one of the parties.

m. Arbitration. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in the State of Nevada in accordance with the Rules of the American Arbitration Association, and judgment upon the award may be entered in any court having jurisdiction thereof pursuant to the provisions of Chapter 38 of Nevada Revised Statutes.

n. Time of Essence: Time is of the essence of this Agreement and all of its provisions.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year above-written.

"BUYER"

Albert A. Flangas Revocable Living Trust
u/a/d July 22, 2005

By: Albert A. Flangas, on behalf of the
Albert A. Flangas Revocable Living Trust
u/a/d July 22, 2005

Albert A. Flangas, as an individual

Go Global, Inc.

Carlos Huerta, on behalf of Go Global, Inc.

"SELLER"

The Rogich Family Irrevocable Trust

By: Sigmund Rogich, on behalf of
The Rogich Family Irrevocable Trust

Sigmund Rogich, as an individual

Carlos Huerta, as an individual

EXHIBIT "A"

Preliminary Title Report from Nevada Title Company dated as of September 22, 2008
("Preliminary Report)

[See Attached]

EXHIBIT "B"

Renewal, Extension, Modification, and Ratification of Note and Deed of Trust
("New Loan Documentation")

[See Attached]

EXHIBIT "C"

Subscription Agreement

[See Attached]

Initial

CH
S.R.

EXHIBIT "D"

QUALIFICATION OF REPRESENTATIONS
OF SELLER

Seller confirms that certain amounts have been advanced to or on behalf of the Company by certain third parties, as referenced in Section 8 of the Agreement. Seller shall endeavor to convert the amounts advanced into non-interest bearing promissory notes for which Seller shall be responsible. Regardless of whether the amounts are so converted, Seller shall defend, indemnify and hold harmless the Company and its members for any claims by the parties listed below, and any other party claiming interest in the Company as a result of transactions prior to the date of this Agreement against the Company or its Members.

1.	Eddyline Investments, LLC (potential investor or debtor)	$50,000.00
2.	Ray Family Trust (potential investor or debtor)	$283,561.60
3.	Nanyah Vegas, LLC (through Canamex Nevada, LLC)	$1,500,000.00
4.	Antonio Nevada/Jakob	$3,360,000.00

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PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement") made and entered into effective the 30th day of October, 2008, by and among Go Global, Inc. ("Go Global"), Carlos Huerta ("Carlos") ("Seller") and The Rogich Family Irrevocable Trust ("Buyer") with respect to the following facts and circumstances:

RECITALS:

A. Seller owns a Membership Interest ("Membership Interest") in Eldorado Hills, LLC (the "Company") equal to or greater than thirty-five percent (35%) and which may be as high as forty-nine and forty –four one hundredths (49.44%) of the total ownership interests in the Company. Such interest, as well as the ownership interest currently held by Buyer, may be subject to certain potential claims of those entities set forth and attached hereto in Exhibit "A" and incorporated herein by this reference ("Potential Claimants"). Buyer intends to negotiate such claims with Seller's assistance so that such claimants confirm or convert the amounts set forth beside the name of each of said claimants into non-interest bearing debt, or an equity percentage to be determined by Buyer after consultation with Seller as desired by Seller, with no capital calls for monthly payments, and a distribution in respect of their claims in amounts from the one-third (1/3rd) ownership interest in the Company retained by Buyer.

B. Seller desires to sell, and Buyer desires to purchase, all of Seller's Membership Interest, subject to the Potential Claimants and pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and representations hereinafter contained, and subject to the conditions hereinafter set forth, it is agreed as follows:

1. Sale and Transfer of Membership Interest. Subject to the terms and conditions set forth in this Agreement, Seller will transfer and convey the Membership Interest to Buyer, and Buyer will acquire the Membership Interest from Seller, upon payment of the consideration set forth herein at Closing.

2. Consideration. For and in consideration of Seller's transfer of the Membership Interest hereunder, Buyer agrees:

(a) Buyer shall owe Seller the sum of $2,747,729.50 as non-interest bearing debt with, therefore, no capital calls for monthly payments. Said amount shall be payable to Seller from future distributions or proceeds (net of bank/debt owed payments and tax liabilities from such proceeds, if any) distributed to Buyer at the rate of 56.20% of such profits, as, when and if received by Buyer from the Company.

(b) As further consideration, Buyer agrees to indemnify Seller against the personal guaranty of Seller for the existing Company loan in the approximate currently outstanding amount of $21,170,278.08, and further agrees to request the lender of such loan to release Seller from such guaranty (within one year);

(c) Furthermore, as an acknowledgment of the fact that Carlos will no longer be a manager of the Company after the Closing, Buyer shall also defend and indemnify Carlos from and against post-Closing Company activities.

3. Release of Interest. At Closing, upon payment of the Consideration required hereunder, Seller shall release and relinquish any and all right, title and interest which Seller now has or may ever have had in the Membership Interest and in any other interest (equity or debt) of the Company. Each Seller furthermore does hereby presently resign (or confirms resignation) from any and all positions in the Company as an officer, manager, employee and/or consultant. Additionally, Seller does hereby release the

Company and its members, managers and officers from any and all liability to each Seller of whatever kind or nature, including without limitation any claims for debt or equity repayment (except to the extent of the Consideration referenced in Section 2 above) or for remuneration relative to past services as an officer, manager, employee, consultant or otherwise.

4. Representations of Seller. Subject to any potential claims of the Potential Claimants, Seller represents and warrants that (i) Seller is the owner, beneficially and of record, of the Membership Interest as described in Recital A above, free and clear of all liens, encumbrances, security agreements, equities, options, claims, charges, and restrictions, which ownership interest is not evidenced by a written Membership Certificate, (ii) all of the Membership Interest is validly issued in the name of Seller, fully paid and non-assessable, (iii) Seller has full power to transfer the Membership Interest to Buyer without obtaining the consent or approval of any other person or governmental authority, (iv) Seller has been offered complete and unhindered access to all financial records, business records, and business operations of the Company, (v) the decision to sell the Membership Interest on the terms and conditions of this Agreement were negotiated by the parties upon consideration of the concurrent transactions to be entered into among Buyer, Company and two new investors (referenced below in this Section 4) and Seller has been provided all information necessary to make an informed decision regarding the acceptance of the terms hereunder and has sought the advice of such counsel or investment advisors as Seller deemed appropriate, or elected not to do so and (vi) except as otherwise provided in this Agreement, Seller is not relying upon any representations made by Buyer or Company in entering the transaction contemplated hereby. Each Seller further represents and warrants being familiar with the concurrent transactions between each of the Company and Buyer, respectively, with each of TELD, LLC and Albert E. Flangas Revocable Living Trust dated July 22nd, 2005. The transaction documentation with respect thereto recites

the current facts and circumstances giving rise to this Purchase Agreement and those concurrent transactions. Seller further represents and warrants the accuracy of the list (and dollar amounts) of Potential Claimants set forth in Exhibit "A" and agrees to indemnify and hold Buyer harmless from and against any additional claims, over-and-above the listed dollar amounts in Exhibit A and with respect to said claimants or respect to any other claimants (including without limitation Craig Dunlap and Eric Rietz), unless the claims of such other claimants asserts unilateral agreements with Buyer. The representations, warranties and covenants of Seller contained in this Agreement shall survive the Closing hereof and shall continue in full force and effect. Seller, however, will not be responsible to pay the Exhibit A Claimants their percentage or debt. This will be Buyer's obligation, moving forward and Buyer will also make sure that any ongoing company bills (utilities, security, and expenses attributed to maintaining the property) will not be Seller's obligation(s) from the date of closing, with Pete and Al, onward.

5. Further Assurances and Covenants.

(a) Each of the parties hereto shall, upon reasonable request, execute and deliver any additional document(s) and/or instrument(s) and take any and all actions that are deemed reasonably necessary or desirable by the requesting party to consummate the transaction contemplated hereby.

(b) Go Global and Carlos shall deliver all books and records (including checks and any other material of Company) to Buyer promptly after Closing.

6. Closing. The Closing ("Closing") of the transactions hereunder shall be consummated upon the execution of this Agreement and:

(a) The delivery by Seller to Buyer of the Assignment in the form attached hereto as Exhibit "B" and incorporated herein by this reference.

(b) The delivery to said Seller by Buyer of the Consideration set forth hereunder.

(c) Closing shall take place effective the ____ day of October, 2008, or at such other time as the parties may agree.

(d) Seller and Buyer further represent and warrant that the representations, and indemnification and payment obligations made in this Agreement shall survive Closing.

7. Miscellaneous.

(a) Notices. Any and all notices or demands by any party hereto to any other party, required or desired to be given hereunder shall be in writing and shall be validly given or made if served personally, delivered by a nationally recognized overnight courier services or if deposited in the United States Mail, certified, return receipt requested, postage prepaid, addressed as follows:

If to Buyer: The Rogich Family Irrevocable Trust
3883 Howard Hughes Pkwy., #590
Las Vegas, NV 89169

If to Seller: Go Global, Inc.
3060 E. Post Road, #110
Las Vegas, Nevada 89120

Carlos Huerta
3060 E. Post Road, #110
Las Vegas, Nevada 89120

Any party hereto may change his or its address for the purpose of receiving notices or demands as hereinabove provided by a written notice given in the manner aforesaid to the other party(ies). All notices shall be as specific as reasonably necessary to enable the party receiving the same to respond thereto.

(b) Governing Law. The laws of the State of Nevada applicable to contracts made in that State, without giving effect to its conflict of law rules, shall govern the validity, construction, performance and effect of this Agreement.

(c) Consent to Jurisdiction. Each party hereto consents to the jurisdiction of the Courts of the State of Nevada in the event any action is brought to declaratory relief or enforcement of any of the terms and provisions of this Agreement.

(d) Attorneys' Fees. Unless otherwise specifically provided for herein, each party hereto shall bear its own attorneys' fees incurred in the negotiation and preparation of this Agreement and any related documents. In the event that any action or proceeding is instituted to interpret or enforce the terms and provisions of this Agreement, however, the prevailing party shall be entitled to its costs and attorneys' fees, in addition to any other relief it may obtain or to which it may be entitled.

(e) Interpretation. In the interpretation of this Agreement, the singular may be read as the plural, and vice versa, the neuter gender as the masculine or feminine, and vice versa, and the future tense as the past or present, and vice versa, all interchangeably as the context may require in order to fully effectuate the intent of the parties and the transactions contemplated herein. Syntax shall yield to the substance of the terms and provisions hereof. Paragraph headings are for convenience of reference only and shall not be used in the interpretation of the Agreement. Unless the context specifically states to the contrary, all examples itemized or listed herein are for illustrative purposes only, and the doctrine of inclusion unius exclusio alterius shall not be applied in interpreting this Agreement.

(f) Entire Agreement. This Agreement sets forth the entire understanding of the parties, and supersedes all previous agreements, negotiations, memoranda, and understandings, whether written or

oral. In the event of any conflict between any exhibits or schedules attached hereto, this Agreement shall control.

(g) Modifications. This Agreement shall not be modified, amended or changed in any manner unless in writing executed by the parties hereto.

(h) Waivers. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver, and no waiver shall be binding unless evidenced by an instrument in writing and executed by the party making the waiver.

(i) Invalidity. If any term, provision, covenant or condition of this Agreement, or any application thereof, should be held by a Court of competent jurisdiction to be invalid, void or unenforceable, that provision shall be deemed severable and all provisions, covenants, and conditions of this Agreement, and all applications thereof not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

(j) Binding Effect. This Agreement shall be binding on and inure to the benefit of the heirs, personal representatives, successors and permitted assigns of the parties hereto.

(k) Counterparts. This Agreement may be executed in multiple counterparts, including facsimile counterparts, which together shall constitute one and the same document.

(l) Negotiated Agreement. This is a negotiated Agreement. All parties have participated in its preparation. In the event of any dispute regarding its interpretation, it shall not be construed for or against any party based upon the grounds that the Agreement was prepared by any one of the parties.

(m) Arbitration. Any controversy, claim, dispute or interpretations which are in any way related to the Agreement that are not settled informally in mediation shall be resolved by arbitration, if both Buyer and Seller choose this option, administered by the American Arbitration Association under its Commercial Arbitration Rules, and the judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction of and shall be final and binding on all the parties. However, if both Buyer and Seller do not mutually choose to proceed with arbitration, then the traditional legal process will be the only alternative for the parties to pursue if mediation is ineffective. In the event of any controversy, claim, dispute or interpretation, the following procedures shall be employed:

(1) If the dispute cannot be settled informally through negotiations, the parties first agree, in good faith, to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to arbitration or some other dispute resolution procedure. The mediation shall take place in Las Vegas, Nevada within sixty (60) days of initiating the mediation.

(2) At any time after the mediation, any party shall offer a request for Arbitration in writing on the other party(ies) to this Agreement and a copy of the request shall be sent to the American Arbitration Association.

(3) The party upon whom the request is served shall file a response within thirty (30) days from the service of the request for Arbitration. The response shall be served upon the other party(ies) and a copy sent to the American Arbitration Association.

(4) If both parties agree to Arbitration, then within ten (10) days after the

American Arbitration Association sends the list of proposed arbitrators, all parties to the arbitration shall select their arbitrator and communicate their selection to the American Arbitration Association.

(5) Unless otherwise agreed in writing by all parties, the arbitration shall be held in Las Vegas, Nevada. The arbitration hearing shall be held within ninety 90 days after the appointment of the arbitrator if and when both Buyer and Seller are both in agreement with regard to Arbitration.

(6) The arbitrator is authorized to award to any party whose claims are sustained, such sums or other relief as the arbitrator shall deem proper and such award may include reasonable attorney's fees, professional fees and other costs expended to the prevailing party(ies) as determined by the arbitrator.

(n) Time of Essence. Time is of the essence of this Agreement and all of its provisions.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first above written.

"SELLER"

Carlos Huerta, on behalf of Go Global, Inc.

"BUYER"

Sigmund Rogich, on behalf of
The Rogich Family Irrevocable Trust

EXHIBIT "A"

Potential Claimants

1.	Eddyline Investments, LLC (potential investor or debtor)	$50,000.00
2.	Ray Family Trust (potential investor or debtor)	$283,561.60
3.	Nanyah Vegas, LLC (through Canamex Nevada, LLC)	$1,500,000.00
4.	Antonio Nevada, LLC/Jacob Feingold	$3,360,000.00

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EXHIBIT "B"

Assignment

ASSIGNMENT

FOR VALUE RECEIVED, each of the undersigned hereby assigns and transfers unto The Rogich Family Irrevocable Trust ("Buyer"), all of the right, title and interest, if any, which the undersigned owns in and to Eldorado Hills, LLC, a Nevada limited-liability company (the "Company") and do hereby irrevocably constitute and appoint any individual designated by any officer or manager of the Company as attorney to each of the undersigned to transfer said interest(s) on the books of the Company, with full power of substitution in the premises.

DATED as of the 30 day of October, 2008.

Carlos Huerta, individually and on behalf of Go Global, Inc. as to any interest of either of them in and to the Company

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement") made and entered into effective the 30th day of October, 2008, by and among Go Global, Inc. ("Go Global"), Carlos Huerta ("Carlos") ("Seller") and The Rogich Family Irrevocable Trust ("Buyer") with respect to the following facts and circumstances:

R E C I T A L S:

A. Seller owns a Membership Interest ("Membership Interest") in Eldorado Hills, LLC (the "Company") equal to or greater than thirty-five percent (35%) and which may be as high as forty-nine and forty –four one hundredths (49.44%) of the total ownership interests in the Company. Such interest, as well as the ownership interest currently held by Buyer, may be subject to certain potential claims of those entities set forth and attached hereto in Exhibit "A" and incorporated herein by this reference ("Potential Claimants"). Buyer intends to negotiate such claims with Seller's assistance so that such claimants confirm or convert the amounts set forth beside the name of each of said claimants into non-interest bearing debt, or an equity percentage to be determined by Buyer after consultation with Seller as desired by Seller, with no capital calls for monthly payments, and a distribution in respect of their claims in amounts from the one-third ($1/3^{rd}$) ownership interest in the Company retained by Buyer.

B. Seller desires to sell, and Buyer desires to purchase, all of Seller's Membership Interest, subject to the Potential Claimants and pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and representations hereinafter contained, and subject to the conditions hereinafter set forth, it is agreed as follows:

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1. Sale and Transfer of Membership Interest. Subject to the terms and conditions set forth in this Agreement, Seller will transfer and convey the Membership Interest to Buyer, and Buyer will acquire the Membership Interest from Seller, upon payment of the consideration set forth herein at Closing.

2. Consideration. For and in consideration of Seller's transfer of the Membership Interest hereunder, Buyer agrees:

(a) Buyer shall owe Seller the sum of $2,747,729.50 as non-interest bearing debt with, therefore, no capital calls for monthly payments. Said amount shall be payable to Seller from future distributions or proceeds (net of bank/debt owed payments and tax liabilities from such proceeds, if any) distributed to Buyer at the rate of 56.20% of such profits, as, when and if received by Buyer from the Company.

(b) As further consideration, Buyer agrees to indemnify Seller against the personal guaranty of Seller for the existing Company loan in the approximate currently outstanding amount of $21,170,278.08, and further agrees to request the lender of such loan to release Seller from such guaranty (within one year);

(c) Furthermore, as an acknowledgment of the fact that Carlos will no longer be a manager of the Company after the Closing, Buyer shall also defend and indemnify Carlos from and against post-Closing Company activities.

3. Release of Interest. At Closing, upon payment of the Consideration required hereunder, Seller shall release and relinquish any and all right, title and interest which Seller now has or may ever have had in the Membership Interest and in any other interest (equity or debt) of the Company. Each Seller furthermore does hereby presently resign (or confirms resignation) from any and all positions in the Company as an officer, manager, employee and/or consultant. Additionally, Seller does hereby release the

Company and its members, managers and officers from any and all liability to each Seller of whatever kind or nature, including without limitation any claims for debt or equity repayment (except to the extent of the Consideration referenced in Section 2 above) or for remuneration relative to past services as an officer, manager, employee, consultant or otherwise.

4. Representations of Seller. Subject to any potential claims of the Potential Claimants, Seller represents and warrants that (i) Seller is the owner, beneficially and of record, of the Membership Interest as described in Recital A above, free and clear of all liens, encumbrances, security agreements, equities, options, claims, charges, and restrictions, which ownership interest is not evidenced by a written Membership Certificate, (ii) all of the Membership Interest is validly issued in the name of Seller, fully paid and non-assessable, (iii) Seller has full power to transfer the Membership Interest to Buyer without obtaining the consent or approval of any other person or governmental authority, (iv) Seller has been offered complete and unhindered access to all financial records, business records, and business operations of the Company, (v) the decision to sell the Membership Interest on the terms and conditions of this Agreement were negotiated by the parties upon consideration of the concurrent transactions to be entered into among Buyer, Company and two new investors (referenced below in this Section 4) and Seller has been provided all information necessary to make an informed decision regarding the acceptance of the terms hereunder and has sought the advice of such counsel or investment advisors as Seller deemed appropriate, or elected not to do so and (vi) except as otherwise provided in this Agreement, Seller is not relying upon any representations made by Buyer or Company in entering the transaction contemplated hereby. Each Seller further represents and warrants being familiar with the concurrent transactions between each of the Company and Buyer, respectively, with each of TELD, LLC and Albert E. Flangas Revocable Living Trust dated July 22nd, 2005. The transaction documentation with respect thereto recites

the current facts and circumstances giving rise to this Purchase Agreement and those concurrent transactions. Seller further represents and warrants the accuracy of the list (and dollar amounts) of Potential Claimants set forth in Exhibit "A" and agrees to indemnify and hold Buyer harmless from and against any additional claims, over-and-above the listed dollar amounts in Exhibit A and with respect to said claimants or respect to any other claimants (including without limitation Craig Dunlap and Eric Rietz), unless the claims of such other claimants asserts unilateral agreements with Buyer. The representations, warranties and covenants of Seller contained in this Agreement shall survive the Closing hereof and shall continue in full force and effect. Seller, however, will not be responsible to pay the Exhibit A Claimants their percentage or debt. This will be Buyer's obligation, moving forward and Buyer will also make sure that any ongoing company bills (utilities, security, and expenses attributed to maintaining the property) will not be Seller's obligation(s) from the date of closing, with Pete and Al, onward.

5. Further Assurances and Covenants.

(a) Each of the parties hereto shall, upon reasonable request, execute and deliver any additional document(s) and/or instrument(s) and take any and all actions that are deemed reasonably necessary or desirable by the requesting party to consummate the transaction contemplated hereby.

(b) Go Global and Carlos shall deliver all books and records (including checks and any other material of Company) to Buyer promptly after Closing.

6. Closing. The Closing ("Closing") of the transactions hereunder shall be consummated upon the execution of this Agreement and:

(a) The delivery by Seller to Buyer of the Assignment in the form attached hereto as Exhibit "B" and incorporated herein by this reference.

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(b) The delivery to said Seller by Buyer of the Consideration set forth hereunder.

(c) Closing shall take place effective the ____ day of October, 2008, or at such other time as the parties may agree.

(d) Seller and Buyer further represent and warrant that the representations, and indemnification and payment obligations made in this Agreement shall survive Closing.

7. Miscellaneous.

(a) Notices. Any and all notices or demands by any party hereto to any other party, required or desired to be given hereunder shall be in writing and shall be validly given or made if served personally, delivered by a nationally recognized overnight courier services or if deposited in the United States Mail, certified, return receipt requested, postage prepaid, addressed as follows:

If to Buyer: The Rogich Family Irrevocable Trust
3883 Howard Hughes Pkwy., #590
Las Vegas, NV 89169

If to Seller: Go Global, Inc.
3060 E. Post Road, #110
Las Vegas, Nevada 89120

Carlos Huerta
3060 E. Post Road, #110
Las Vegas, Nevada 89120

Any party hereto may change his or its address for the purpose of receiving notices or demands as hereinabove provided by a written notice given in the manner aforesaid to the other party(ies). All notices shall be as specific as reasonably necessary to enable the party receiving the same to respond thereto.

(b) Governing Law. The laws of the State of Nevada applicable to contracts made in that State, without giving effect to its conflict of law rules, shall govern the validity, construction, performance and effect of this Agreement.

(c) Consent to Jurisdiction. Each party hereto consents to the jurisdiction of the Courts of the State of Nevada in the event any action is brought to declaratory relief or enforcement of any of the terms and provisions of this Agreement.

(d) Attorneys' Fees. Unless otherwise specifically provided for herein, each party hereto shall bear its own attorneys' fees incurred in the negotiation and preparation of this Agreement and any related documents. In the event that any action or proceeding is instituted to interpret or enforce the terms and provisions of this Agreement, however, the prevailing party shall be entitled to its costs and attorneys' fees, in addition to any other relief it may obtain or to which it may be entitled.

(e) Interpretation. In the interpretation of this Agreement, the singular may be read as the plural, and vice versa, the neuter gender as the masculine or feminine, and vice versa, and the future tense as the past or present, and vice versa, all interchangeably as the context may require in order to fully effectuate the intent of the parties and the transactions contemplated herein. Syntax shall yield to the substance of the terms and provisions hereof. Paragraph headings are for convenience of reference only and shall not be used in the interpretation of the Agreement. Unless the context specifically states to the contrary, all examples itemized or listed herein are for illustrative purposes only, and the doctrine of inclusion unius exclusio alterius shall not be applied in interpreting this Agreement.

(f) Entire Agreement. This Agreement sets forth the entire understanding of the parties, and supersedes all previous agreements, negotiations, memoranda, and understandings, whether written or

oral. In the event of any conflict between any exhibits or schedules attached hereto, this Agreement shall control.

(g) Modifications. This Agreement shall not be modified, amended or changed in any manner unless in writing executed by the parties hereto.

(h) Waivers. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver, and no waiver shall be binding unless evidenced by an instrument in writing and executed by the party making the waiver.

(i) Invalidity. If any term, provision, covenant or condition of this Agreement, or any application thereof, should be held by a Court of competent jurisdiction to be invalid, void or unenforceable, that provision shall be deemed severable and all provisions, covenants, and conditions of this Agreement, and all applications thereof not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

(j) Binding Effect. This Agreement shall be binding on and inure to the benefit of the heirs, personal representatives, successors and permitted assigns of the parties hereto.

(k) Counterparts. This Agreement may be executed in multiple counterparts, including facsimile counterparts, which together shall constitute one and the same document.

(l) Negotiated Agreement. This is a negotiated Agreement. All parties have participated in its preparation. In the event of any dispute regarding its interpretation, it shall not be construed for or against any party based upon the grounds that the Agreement was prepared by any one of the parties.

(m) Arbitration. Any controversy, claim, dispute or interpretations which are in any way related to the Agreement that are not settled informally in mediation shall be resolved by arbitration, if both Buyer and Seller choose this option, administered by the American Arbitration Association under its Commercial Arbitration Rules, and the judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction of and shall be final and binding on all the parties. However, if both Buyer and Seller do not mutually choose to proceed with arbitration, then the traditional legal process will be the only alternative for the parties to pursue if mediation is ineffective. In the event of any controversy, claim, dispute or interpretation, the following procedures shall be employed:

(1) If the dispute cannot be settled informally through negotiations, the parties first agree, in good faith, to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to arbitration or some other dispute resolution procedure. The mediation shall take place in Las Vegas, Nevada within sixty (60) days of initiating the mediation.

(2) At any time after the mediation, any party shall offer a request for Arbitration in writing on the other party(ies) to this Agreement and a copy of the request shall be sent to the American Arbitration Association.

(3) The party upon whom the request is served shall file a response within thirty (30) days from the service of the request for Arbitration. The response shall be served upon the other party(ies) and a copy sent to the American Arbitration Association.

(4) If both parties agree to Arbitration, then within ten (10) days after the

American Arbitration Association sends the list of proposed arbitrators, all parties to the arbitration shall select their arbitrator and communicate their selection to the American Arbitration Association.-

(5) Unless otherwise agreed in writing by all parties, the arbitration shall be held in Las Vegas, Nevada. The arbitration hearing shall be held within ninety 90 days after the appointment of the arbitrator if and when both Buyer and Seller are both in agreement with regard to Arbitration.

(6) The arbitrator is authorized to award to any party whose claims are sustained, such sums or other relief as the arbitrator shall deem proper and such award may include reasonable attorney's fees, professional fees and other costs expended to the prevailing party(ies) as determined by the arbitrator.

(n) Time of Essence. Time is of the essence of this Agreement and all of its provisions.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first above written.

"SELLER" "BUYER"

Carlos Huerta, on behalf of Go Global, Inc.

Sigmund Rogich, on behalf of
The Rogich Family Irrevocable Trust

EXHIBIT "A"

Potential Claimants

1.	Eddyline Investments, LLC (potential investor or debtor)	$50,000.00
2.	Ray Family Trust (potential investor or debtor)	$283,561.60
3.	Nanyah Vegas, LLC (through Canamex Nevada, LLC)	$1,500,000.00
4.	Antonio Nevada, LLC/Jacob Feingold	$3,360,000.00

EXHIBIT "B"

Assignment

ASSIGNMENT

FOR VALUE RECEIVED, each of the undersigned hereby assigns and transfers unto The Rogich Family Irrevocable Trust ("Buyer"), all of the right, title and interest, if any, which the undersigned owns in and to Eldorado Hills, LLC, a Nevada limited-liability company (the "Company") and do hereby irrevocably constitute and appoint any individual designated by any officer or manager of the Company as attorney to each of the undersigned to transfer said interest(s) on the books of the Company, with full power of substitution in the premises.

DATED as of the 30 day of October, 2008.

Carlos Huerta, individually and on behalf of Go Global, Inc. as to any interest of either of them in and to the Company

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Eldorado Hills LLC

	Investor	Capital Balance
1)	Go Global Inc. *Of this balance the contributions below were made on behalf of the following: Jared Smith $50,000 Craig Dunlap $50,000 Eric Rietz $20,000	2,845,859.50
2)	The Rogich Family 2004 Irrevocable Trust	2,141,625.00
3)	Eddyline Investments, LLC	50,000.00
4)	Ray Family Trust	283,561.60
5)	Nanyah Vegas, LLC (CanaMex Nevada, LLC) * ** this was the new investor that came in late last year.*	1,500,000.00
	Total Eldorado Hills LLC Equity	**6,821,046.10**

As per teleconference, with Summer Rellamas, on Thursday, October 23, 2008

Eldorado Hills Contributions

Summer had the Eldorado contributions report, from Quickbooks, out. This is a report of the actual funds contributed by GG and Rogich for Eldorado.

GG has contributed $2.845MM (if the $1.5 mm is appropriately credited to Nanyah Vegas. If not, Go Global would be at the $4.345 mm), and Rogich contributed $2.141MM.

Eldorado Hills LLC

	Investor	Capital Balance
1)	Go Global Inc. *Of this balance the contributions below were made on behalf of the following: Jared Smith $50,000 Craig Dunlap $50,000 Eric Rietz $20,000	2,845,859.50
2)	The Rogich Family 2004 Irrevocable Trust	2,141,625.00
3)	Eddyline Investments, LLC	50,000.00
4)	Ray Family Trust	283,561.60
5)	Nanyah Vegas, LLC (CanaMex Nevada, LLC) * ** this was the new investor that came in late last year.*	1,500,000.00
	Total Eldorado Hills LLC Equity	**6,821,046.10**

NEVADA STATE BANK™

P.O. BOX 990 LAS VEGAS, NV 89125-0990

Statement of Accounts
Page 1 of 3
This Statement: December 31, 2007
Last Statement: November 30, 2007

Primary Account 612027920

0017727 01 AV 0.312 **AUTO T4 0 2202 89120-444935 02 NSB PG0023 00017
ELDORADO HILLS LLC
3060 E POST RD STE 110
LAS VEGAS NV 89120-4449

DIRECT INQUIRIES TO:
Reddi Response
24-hour Account Information:
Las Vegas: 471-5800
Reno: 337-2811
1 (800) 462-3555 (outside local areas)

Loan By Phone
Las Vegas: 399-Loan (5626)
Reno: 851-8811
1 (800) 789-4671 (outside local areas)

SUMMARY OF ACCOUNT BALANCE

Account Type	*Account Number*	*Checking/Savings Ending Balance*	*Outstanding Balances Owed*
Remote Deposit Analysis Checking	612027920	$12,217.62	

REMOTE DEPOSIT ANALYSIS CHECKING 612027920

146 17

Previous Balance	*Deposits/Credits*	*Charges/Debits*	*Checks Processed*	*Ending Balance*
5,203.51	1,715,000.00	1,450,493.39	257,492.50	12,217.62

4 DEPOSITS/CREDITS

Date	*Amount*	*Description*
12/07	1,500,000.00	Remote 000000564300000000449 6062893124
12/10	15,000.00	Remote 000000564300000000452 6063016914
12/21	175,000.00	Remote 000000564300000000462 6064063906
12/26	25,000.00	Remote 000000564300000000463 6064278690

2 CHARGES/DEBITS

Date	*Amount*	*Description*
12/10	1,450,000.00	INTERNET XFER TO DDA ***9199 ID: 342134719 1702601099
12/17	493.39	LAS VEGAS VALLEY WATER *******596 REF # 091000010223600 1102003900

13 CHECKS PROCESSED

Number	*Date*	*Amount*	*Number*	*Date*	*Amount*	*Number*	*Date*	*Amount*
1143	12/04	3,333.00	1148	12/12	55.00	1152	12/28	168,287.67
1144	12/17	249.99	1149	12/17	399.96	1153	12/31	43,610.00
1145	12/14	921.38	1150	12/11	15,000.00	1154	12/31	100.00
1146	12/24	5,650.00	1151	12/11	15,000.00	1155	12/31	3,333.00
1147	12/21	1,552.50						

DAILY BALANCES

Date	*Balance*	*Date*	*Balance*	*Date*	*Balance*
12/04	1,870.51	12/12	36,815.51	12/24	202,548.29
12/07	1,501,870.51	12/14	35,894.13	12/26	227,548.29
12/10	66,870.51	12/17	34,750.79	12/28	59,260.62
12/11	36,870.51	12/21	208,198.29	12/31	12,217.62

EQUAL HOUSING LENDER

MEMBER FDIC

PLTF0032

0017727 000000002 000031368

GG001242

NEVADA STATE BANK™

P.O. BOX 990 LAS VEGAS, NV 89125-0990

Statement of Accounts
Page 1 of 1
This Statement: December 31, 2007
Last Statement: November 30, 2007

Primary Account 612029199

0017435 01 AV 0.312 **AUTO T4 0 2202 89120-444935 02 NSB PG0021 00000
ELDORADO HILLS LLC
3060 E POST RD STE 110
LAS VEGAS NV 89120-4449

DIRECT INQUIRIES TO:
Reddi Response
24-hour Account Information:
Las Vegas: 471-5800
Reno: 337-2811
1 (800) 462-3555 (outside local areas)

Loan By Phone
Las Vegas: 399-Loan (5626)
Reno: 851-8811
1 (800) 789-4671 (outside local areas)

Nevada State Bank's Central Vault Services can assist your business by offering a safe and secure way to transport cash and checks via our armored carrier service. Whether you need us to pick up your deposit or drop off a change order, we are here to help. Visit www.nsbank.com for more information.

SUMMARY OF ACCOUNT BALANCE

Account Type	*Account Number*	*Checking/Savings Ending Balance*	*Outstanding Balances Owed*
Money Market Account - Business	612029199	$33,142.57	

MONEY MARKET ACCOUNT - BUSINESS 612029199

942 0

Previous Balance	*Deposits/Credits*	*Charges/Debits*	*Checks Processed*	*Ending Balance*
2,373.22	1,450,779.35	10.00	1,420,000.00	33,142.57

2 DEPOSITS/CREDITS

Date	*Amount*	*Description*
12/10	1,450,000.00	INTERNET XFER FROM DDA ***7920 ID: 342134719 1702601098
12/31	779.35	INTEREST PAYMENT 0020688902

1 CHARGE/DEBIT

Date	*Amount*	*Description*
12/31	10.00	MAINTENANCE FEE

1 CHECK PROCESSED

Number	*Date*	*Amount*
0	12/14	1,420,000.00

DAILY BALANCES

Date	*Balance*	*Date*	*Balance*	*Date*	*Balance*
12/10	1,452,373.22	12/14	32,373.22	12/31	33,142.57

INTEREST

Interest Earned This Interest Period $779.35
Interest Paid Year-To-Date 2007 $6,312.57
Number Of Days This Interest Period 31
Annual Percentage Yield Earned 4.53%

Current interest rate is 4.33%
Interest rate changes this interest period:

Date	*New Interest Rate*
12/13	4.33%

EQUAL HOUSING LENDER

MEMBER FDIC

PLTF0033
0017435 000000001 000030894

GG001243

EXHIBIT F

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement") made and entered into effective the 31ST day of October, 2008, by and between Craig Dunlap ("Seller") and The Rogich Family Irrevocable Trust ("Buyer") with respect to the following facts and circumstances:

RECITALS:

A. Seller has advanced the sum of fifty thousand dollars ($50,000.00) ("Advancement") directly or indirectly (including or through Go Global, Inc. and/or Canamex Nevada, LLC) to Eldorado Hills, LLC (the "Company").

B. In respect thereof, Seller may have an interest ("Interest") in the Company, either as a direct or indirect owner, or as a creditor, of the Company.

C. Seller is aware that, in separate transactions, (i) Go Global, Inc. and Carlos Huerta have transferred any and all ownership interest in the Company which it claimed to possibly have to Buyer (except as to any interest which Go Global may have by or through Craig Dunlap, Craig Dunlap or other employees, consultants and/or others affiliated with Go Global, Inc.), (ii) the Albert E. Flangas Revocable Living Trust (the "Flangas Trust") and Teld, LLC ("Teld") have each acquired a one-third (1/3rd) ownership interest in the Company (in separate transactions with both Buyer and with Company) and (iii) Company has negotiated with the Federal Deposit Insurance Corporation ("FDIC") as Receiver for ANB Financial, N.A. in order to modify an existing loan to reduce the principal amounts to $16,170, 278.08 (upon payment of an aggregate $5 Million from the Company with funds contributed to the Company by Flangas Trust and Teld), with all of said transactions having been consummated on or about effective October 31, 2008.

D. In consideration of the return of the Advancement, Seller desires to sell, and Buyer desires to purchase, all of Seller's Interest pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and representations hereinafter contained, and subject to the conditions hereinafter set forth, it is agreed as follows:

1. Incorporation of Recitals. The foregoing Recitals are deemed true and correct by the parties and incorporated herein by this reference.

2. Sale and Transfer of Interest. Seller will transfer and convey the Interest to Buyer, and Buyer will acquire the Interest from Seller, upon payment of the consideration set forth herein at Closing.

3. Consideration. For and in consideration of Seller's transfer of the Interest hereunder, Buyer agrees to pay the cash sum of fifty thousand dollars ($50,000.00) to Seller.

4. Release of Interest. At Closing, upon payment of the Consideration required hereunder, Seller shall release and relinquish any and all right, title and interest which Seller now has or may ever have had in the Interest, and in any other interest (equity or debt) of or owed by the Company, whether directly, indirectly (including through Go Global, Inc. and/or Canamex Nevada, LLC) or otherwise. Seller furthermore does hereby presently resign (or confirms resignation) from any and all positions in the Company, if any, as an officer, manager, employee, consultant, or otherwise. Additionally, Seller does hereby release the Company and its members, managers and officers from any and all liability to Seller of whatever kind or nature, including without limitation any claims for debt or equity repayment (except to the extent of the Consideration referenced in Section 3 above) or for remuneration relative to past services as an officer, manager, employee, consultant or otherwise.

5. Representations of Seller. Seller represents and warrants that (i) Seller is the owner, beneficially and of record, of the Interest, free and clear of all liens, encumbrances, security agreements, equities, options, claims, charges, and restrictions, and the Interest is not evidenced by a written Certificate, (ii) Seller has full power to transfer the Interest to Buyer without obtaining the consent or approval of any other person or any governmental authority, (iii) Seller has been offered complete and unhindered access to all financial records, business records, and business operations of the Company, (iv) the decision to sell the Interest on the terms and conditions of this Agreement were negotiated by the parties upon consideration of the transactions described in Recital C above and Seller has been provided all information necessary to make an informed decision regarding the acceptance of the terms hereunder and has sought the advice of such counsel or investment advisors as Seller deemed appropriate, or elected not to do so and (v) except as otherwise provided in this Agreement, Seller is not relying upon any representations made by Buyer, Company or any third party in entering the transaction contemplated hereby.

6. Further Assurances and Covenants.

(a) Each of the parties hereto shall, upon reasonable request, execute and deliver any additional document(s) and/or instrument(s) and take any and all actions that are deemed reasonably necessary or desirable by the requesting party to consummate the transaction contemplated hereby.

(b) Seller shall deliver all books and records (including checks and any other material of Company) to Buyer, if any, promptly after Closing.

7. Closing. The Closing ("Closing") of the transactions hereunder shall be consummated upon the execution of this Agreement and:

(a) The delivery by Seller to Buyer of the Assignment in the form attached hereto as Exhibit "A" and incorporated herein by this reference.

(b) The delivery to Seller by Buyer of the Consideration set forth hereunder.

(c) Closing shall take place effective the 31st day of October, 2008.

(d) Seller and Buyer further represent and warrant that the representations made in this Agreement shall survive Closing.

8. Miscellaneous.

(a) Entire Agreement. This Agreement sets forth the entire understanding of the parties, and supersedes all previous agreements, negotiations, memoranda, and understandings, whether written or oral.

(b) Modifications. This Agreement shall not be modified, amended or changed in any manner unless in writing executed by the parties hereto.

(c) Invalidity. If any term, provision, covenant or condition of this Agreement, or any application thereof, should be held by a Court of competent jurisdiction to be invalid, void or unenforceable, that provision shall be deemed severable and all provisions, covenants, and conditions of this Agreement, and all applications thereof not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

(d) Binding Effect. This Agreement shall be binding on and inure to the benefit of the heirs, personal representatives, successors and permitted assigns of the parties hereto.

(e) Counterparts. This Agreement may be executed in multiple counterparts, including facsimile counterparts, which together shall constitute one and the same document.

(f) Negotiated Agreement. This is a negotiated Agreement. All parties have participated in its preparation. In the event of any dispute regarding its interpretation, it shall not be construed for or against any party based upon the grounds that the Agreement was prepared by any one of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first above written.

"SELLER"

Craig Dunlap

Carlos Huerta, on behalf of Go Global, Inc.

"BUYER"

Sigmund Rogich, on behalf of
The Rogich Family Irrevocable Trust

EXHIBIT "A"

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby assign and transfers unto The Rogich Family Irrevocable Trust ("Buyer"), all of the right, title and interest, if any, which the undersigned own in and to Eldorado Hills, LLC, a Nevada limited-liability company (the "Company") as an owner, creditor, employee, consultant or otherwise, and do hereby irrevocably constitute and appoint any individual designated by any officer or manager of the Company as attorney to the undersigned to transfer said interest(s) on the books of the Company, with full power of substitution in the premises.

DATED as of the 31st day of October, 2008.

Craig Dunlap

Carlos Huerta, on behalf of Go Global, Inc.

EXHIBIT G

From: Carlos Huerta [mailto:ggp@gmx.us]
Sent: Wednesday, January 20, 2010 6:27 PM
To: 'Sig Rogich'
Cc: 'melissa@lasvegaspr.com'
Subject: Re: Eldorado Exhibits

Hi Sig,

Missy and I spoke about the Eldorado offer for the 40 acres and warehouse today and I indicated that this revised exhibit to you was forthcoming. I was trying to get out to you yesterday, but was held up in a meeting. Here (in .PDF format) is a revised exhibit showing the relevant acreage that is very close to where you and I contemplated over the weekend. It should leave plenty of room on the south side. Obviously, if transaction deal progresses with this buyer, a survey will need to clarify everything and there may be some slight adjusting here or there and I don't think it will deter either side, so that it works, doesn't disturb the shooting range, etc.

The additional pages are for clarification purposes.

When you have a chance, let me know if you're okay with this and I will forward it off to the buyer's agent.

Carlos Huerta
3060 E. Post Rd, Ste 110
Las Vegas, NV 89120
Wk: 702-516-7576
Cell: 702-497-6408

Attached: My Documents\Go Globa\Development\Eldorado Hills\Maps\Sent to Sig+Missy, 1-20-2010\Maps & Diagrams.pdf

Subject: Re: Eldorado Exhibits
To: Carlos Huerta <Carlos@goglobalproperties.com>

Okay on the other points u make.

Sent from my iPhone

From: **Sig Rogich** <sig@lasvegaspr.com>
Date: Sat, Jan 16, 2010 at 3:47 PM
Subject: Re: Eldorado Exhibits
To: Carlos Huerta <Carlos@goglobalproperties.com>

It might be better to go about five acres to the right of the property as you look at it from the front of the warehouse and then square that up the same as we had it in this revision. That protects the frontage and doesn't take it back so far to the rear.

Sent from my iPhone

---------- Forwarded message ----------
From: **Sig Rogich** <sig@lasvegaspr.com>
Date: Sat, Jan 16, 2010 at 3:49 PM

On Jan 16, 2010, at 12:19 PM, "Carlos Huerta" <Carlos@GoGlobalProperties.com> wrote:

*Good afternoon Sig, *

* *

The following (attached PDF file) is what I was able to put together, subsequent to our meeting yesterday. I think it's important to nail down a good conceptual layout of the parcel, so that we're not going back-and-forth with either a) the buyers or b) Pete. It's my thought that, if you approve this concept/diagram, I would first show it to the Buyers to obtain their approval, before you speak to Pete about it. What are your thoughts?

* *

Also, please note that the approximate area, within the red border of the exhibit on the next page, is only my approximation of a 40-acre section of land, within Eldorado's 162-acre area. We will still need a professional land surveyor to tie down all of the exact corners and to provide a legal description before the county would accept such a parcel map from us. The intent is to leave the road access on the south side of the property, provide one joint, 40-acre site, and keep the ABDF property far enough removed from the existing gun club and any future/planned ingress & egress that may be built at northern section of the property (near the off ramp). I think that this concept (displayed in the attachment) will accomplish all of the above, as we contemplated.

I spoke with Missy about the likelihood of obtaining a parcel map from the county. It's not as easy as it used to be. They like to make the developer do a full-blown commercial subdivision, before breaking up land into smaller parcels, because it guarantees the county that the developer hasn't hastily

left out any pertinent utilities, easements, etc. Because this is a large enough parcel, we should be able to pull it off, saving us time and expense, as a commercial subdivision runs costs higher and requires more time. Keep in mind that, eventually, the county will probably require a full-blown commercial subdivision, if the land is broken up again and again, but a parcel map process should work this time around and should not exceed $4,500 (I'm pretty sure).

Lastly, on a few subsequent pages, following the principal Exhibit, which designates the 40-acre ABDF section, I've provided a few more maps and aerials, which provide us with further orientation and information on our property and the surrounding area.

I'll wait for your reply, before doing anything further.

Hope you're having a great weekend.

Carlos

* *

On Jan 16, 2010, at 12:19 PM, "Carlos Huerta" <Carlos@GoGlobalProperties.com> wrote:

*Good afternoon Sig, *

* *

The following (attached PDF file) is what I was able to put together, subsequent to our meeting yesterday. I think it's important to nail down a good conceptual layout of the parcel, so that we're not going back-and-forth with either a) the buyers or b) Pete. It's my thought that, if you approve this concept/diagram, I would first show it to the Buyers to obtain their approval, before you speak to Pete about it. What are your thoughts?

* *

Also, please note that the approximate area, within the red border of the exhibit on the next page, is only my approximation of a 40-acre section of

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Lastly, on a few subsequent pages, following the principal Exhibit, which designates the 40-acre ABDF section, I've provided a few more maps and aerials, which provide us with further orientation and information on our property and the surrounding area.

I'll wait for your reply, before doing anything further.

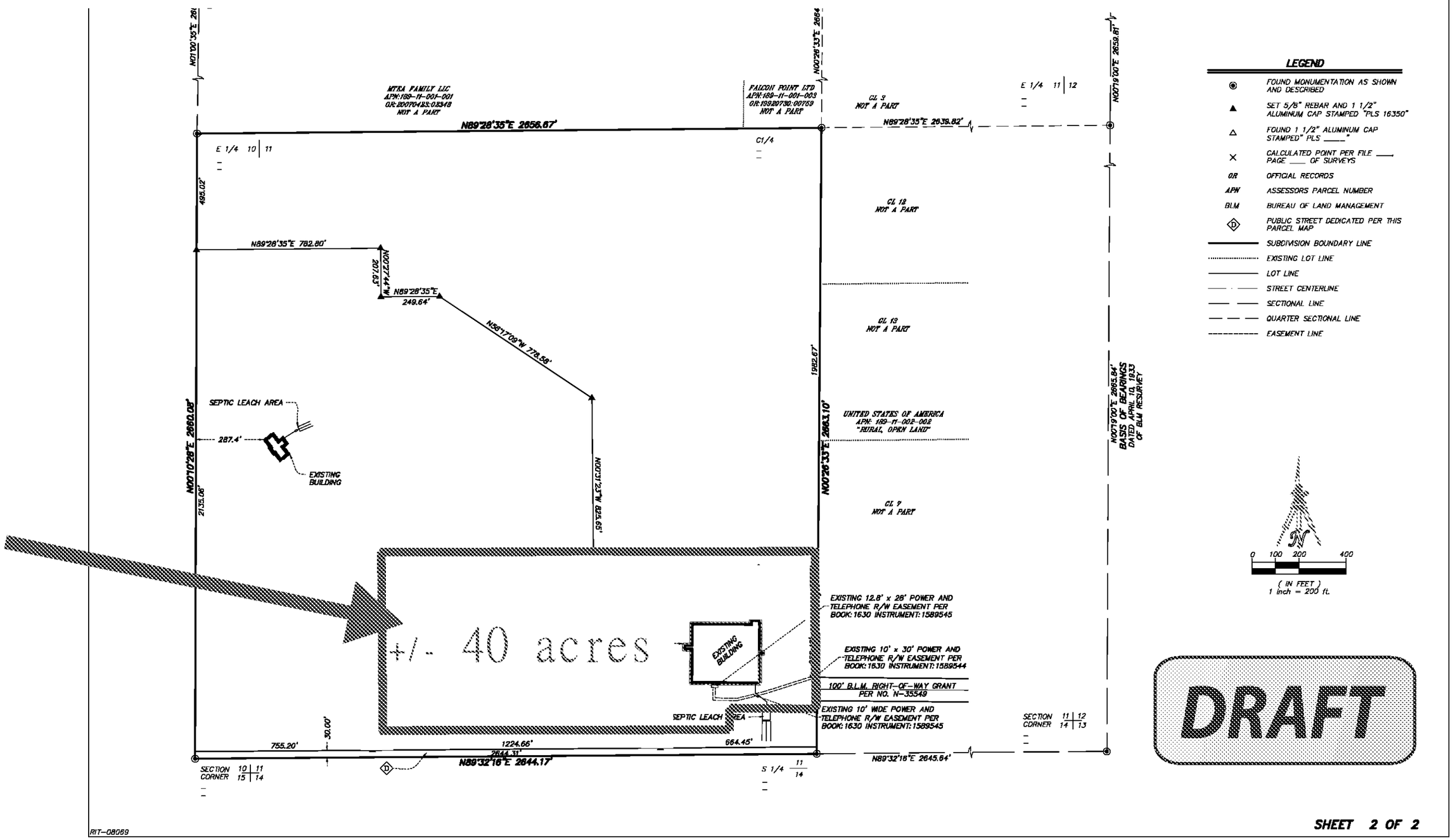
Hope you're having a great weekend.

Carlos

* *

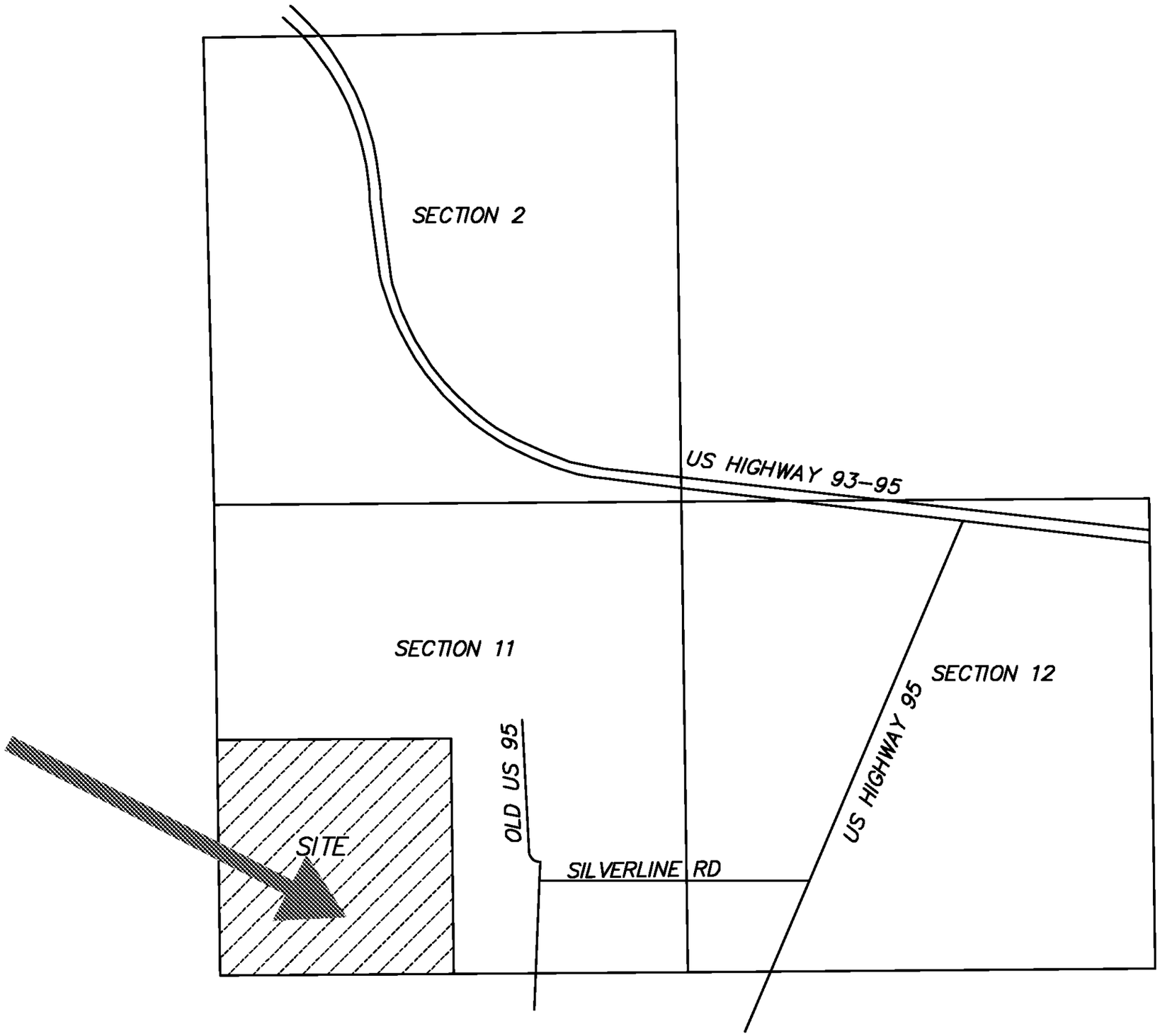
Exhibit A

This Exhibit for the Eldorado Hills to ABDF sale is only an approximation. The intent is to provide an example of how the Parcel Map would look, enabling a professional land surveyor to do the actual subdividing of the land.



PLTF1165

GG001254

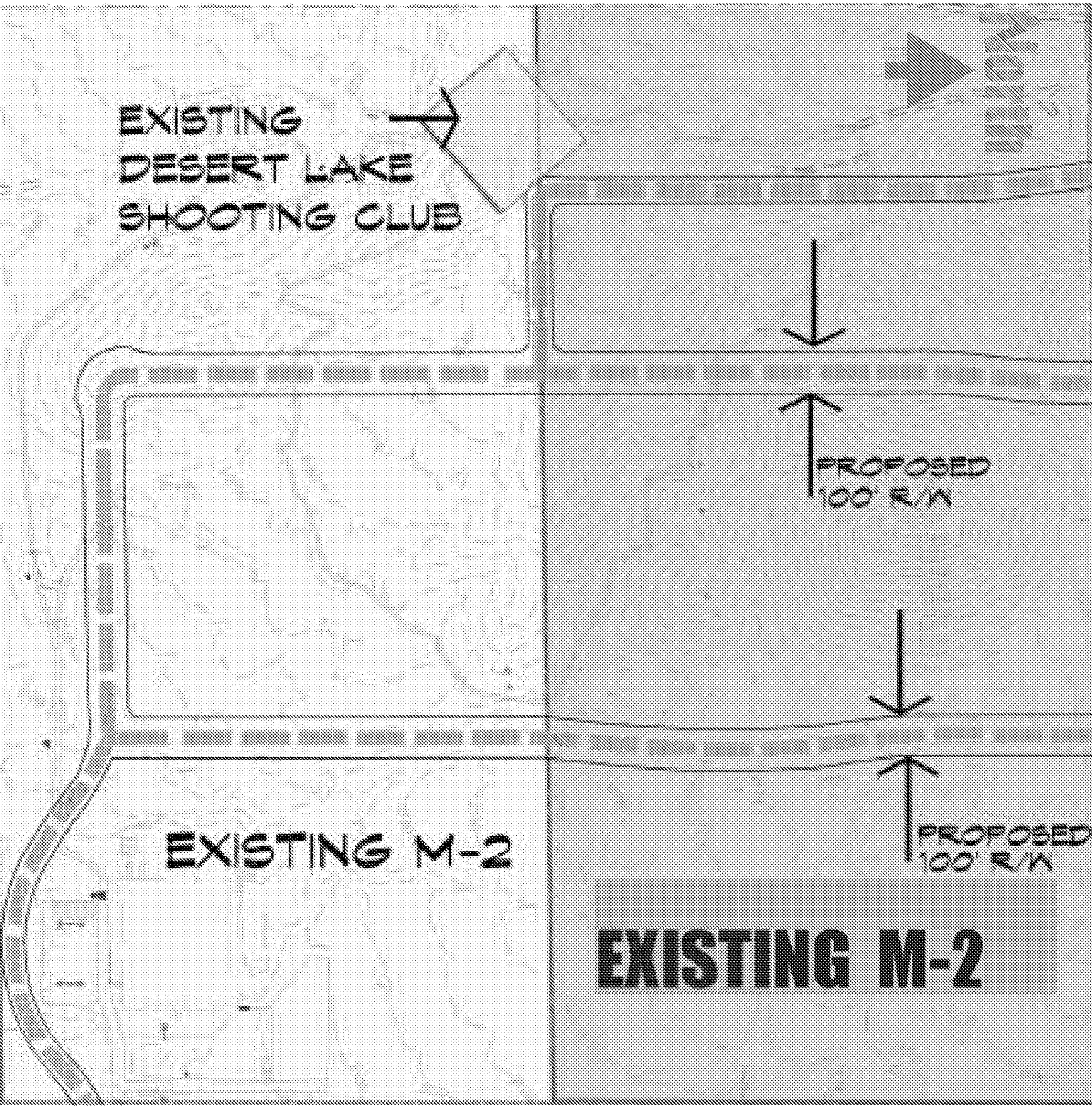


VICINITY MAP

NO SCALE

PLTF1166

GG001255



PLTF1167

GG001256

NOTES

This map is for assessment use only and does NOT represent a survey. No liability is assumed for the accuracy of the data delineated herein.

Information on roads and other non-assessed parcels may be obtained from the Road Document Listing in the Assessor's Office.

This map is compiled from official records, including surveys and deeds, but only contains the information required for assessment. See the recorded documents for more detailed legal information.

MAP LEGEND

AVERAGE QA VALUE 55

ASSESSOR'S PARCELS - CLARK CO., NV.
M. W. Schofield, Assessor

- PARCEL BOUNDARY
- SUBD BOUNDARY
- ROAD EASEMENT
- PW/LD BOUNDARY
- NON-PARCEL LOT LINE
- MATCH LINE
- 001 ROAD ID NUMBER
- 001 1.00 PARCEL NUMBER ACREAGE
- 202 PARCEL SUB/SEQ NUMBER
- PR 99-55 PLAT RECORDING NUMBER
- 5 BLOCK NUMBER
- 15 LOT NUMBER
- GLS GOV. LOT NUMBER

BOOK T23S R63E

	R62E	R63E	R64E
T22S	178	179	180
T23S	190	189	188
T24S	206	207	208

SEC. 11

6	5	4	3	2	1	
7	8	9	10	11	12	
18	17	16	15	14	13	
19	20	21	22	23	24	
30	29	28	27	25	25	
31	32	33	34	35	36	

MAP S 2 SEC

8	4	8	4
5	1	5	1
6	2	6	2
7	3	7	3
8	4	8	4
5	1	5	1

189-11-002

Scale: 1" = 400'

Rev: 08/05/99

M1 (light industrial section)
approximately 80 acres

M2 (heavy industrial section)
approximately 80 acres

Approximate area for Entry Road

002
57.21

510 052

PT 189-11-001-005

TAX DIST 052,510

PLTF1168

GG001257

GG001258

EXHIBIT H

ANS
Samuel S. Lionel, NV Bar No. 1766
slionel@lionelsawyer.com
LIONEL SAWYER & COLLINS
300 South Fourth Street, Suite 1700
Las Vegas, Nevada 89101
Tel: (702) 383-8888
Fax: (702) 383-8845

Attorneys for Defendant 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. AND ALL RELATED MATTERS	Case No.: A-13-686303-C Dept. No.: XXVII

SIG ROGICH AS TRUSTEE OF ROGICH FAMILY IRREVOCABLE TRUST ANSWERS TO PLAINTIFF'S FIRST SET OF INTERROGATORIES

TO: Plaintiffs; and

TO: Mr. Brandon McDonald, their attorney of record.

DEFENDANT SIG ROGICH AS TRUSTEE OF ROGICH FAMILY IRREVOCABLE TRUST ("Rogich Trust") answers to Plaintiff's First Set of Interrogatories as follows:

ANSWERS

INTERROGATORY NO. 1:

Please identify any and all individuals which assisted in the preparation of responses to these interrogatories, and specifically identify.

(a) Name of individual;

(b) Address;

(c) Telephone number; and

(d) Relation to answering Plaintiff.

ANSWER TO INTERROGATORY NO. 1:

Melissa Olivas, Samuel S. Lionel.

INTERROGATORY NO. 2:

Please state what consideration you were given by Eldorado Hills, LLC for conveying your interest held on 2012 in Eldorado Hills, LLC.

ANSWER TO INTERROGATORY NO. 2:

None.

INTERROGATORY NO. 3:

Please state why you decided to surrender your interests in Eldorado Hills, LLC.

ANSWER TO INTERROGATORY NO. 3:

Uneconomic. Management disagreements.

INTERROGATORY NO. 4:

Please identify when you informed Carlos Huerta that you no longer had your membership interests in Eldorado Hills, LLC.

ANSWER TO INTERROGATORY NO. 4:

Early fall 2012.

///

///

LIONEL SAWYER
& COLLINS
ATTORNEYS AT LAW
1100 BANK OF AMERICA PLAZA
50 WEST LIBERTY STREET
RENO, NEVADA 89501
(775) 788-8666

INTERROGATORY NO. 5:

In regards to the prior interrogatory, please identify how you communicated to Carlos Huerta, that you no longer had your membership interests in Eldorado Hills, LLC.

ANSWER TO INTERROGATORY NO. 5:

Telephone.

INTERROGATORY NO. 6:

Please state whether you informed Carlos Huerta that pursuant the Membership Interest Assignment Agreement dated January 1, 2012 you received $682,080.00 for your membership interests in Eldorado Hills.

ANSWER TO INTERROGATORY NO. 6:

No.

INTERROGATORY NO. 7:

Did you receive any other interests in money and/or property in exchange for your conveyance of your Eldorado Hills, LLC membership interests?

ANSWER TO INTERROGATORY NO. 7:

No interest in money was property was received.

INTERROGATORY NO. 8:

Are there any existing agreements, understandings, or promises to pay you future money and/or property(ies) or benefits, of any kind from the sale of the Eldorado Hills, LLC property(ies)?

ANSWER TO INTERROGATORY NO. 8:

No.

INTERROGATORY NO. 9:

Are there any existing agreements, understandings, or promises to pay you future money and/or property(ies) or benefits, of any kind from any business(es) being run on the Eldorado Hills, LLC property?

ANSWER TO INTERROGATORY NO. 9:

No.

LIONEL SAWYER
& COLLINS
ATTORNEYS AT LAW
1100 BANK OF AMERICA PLAZA
50 WEST LIBERTY STREET
RENO, NEVADA 89501
(775) 788-8666

GG001262

INTERROGATORY NO. 10:

Please indicate which companies that you, personally, or your trust have obtained interest in, from 2008 to present.

ANSWER TO INTERROGATORY NO. 10:

Bistro Central LV LLC

China/US Club

ESW, LLC

HealthFusion

Imitations LLC

MMAWC LLC

Quarter Note

RCG Asia

Rhythum LLC

St Global Ventures, LLC

St Global Ventures, LLC - STG Series

St Global Ventures, LLC - STR Series

Western Skies Holdings

The Food Magazine

V-Brooks, LLC

INTERROGATORY NO. 11:

Please identify any companies and/or partnerships that you or any of your trusts have held with or received from either TELD, Peter Eliades and/or any of his businesses, properties, or businesses, Imitations, LLC or any other entities, businesses, or assets that either of the above have shared or share in common, since 2008 to present.

ANSWER TO INTERROGATORY NO. 11:

Eldorado Hills, LLC

LIONEL SAWYER
& COLLINS
ATTORNEYS AT LAW
1100 BANK OF AMERICA PLAZA
50 WEST LIBERTY STREET
RENO, NEVADA 89501
(775) 788-8666

INTERROGATORY NO. 12:

With regard to any K-1 interest forms from companies and/or partnerships that you or any of your trusts have received, since 2009 concurrently provided in response to the requests for production of documents, please provide an explanation to those which may have a connection to or shared or share something in common with TELD, any of its principals, Peter Eliades or any of his entities or businesses.

ANSWER TO INTERROGATORY NO. 12:

Eldorado Hills, LLC

INTERROGATORY NO. 13:

In regards to financial records that were kept by Eldorado Hills, LLC from November 2008 to the present, please identify:

a. Who has kept the financial records;

b. How the financial records were kept; and

c. Which employee(s) of Eldorado Hills, LLC and/or Sigmund Rogich (or his entities) were responsible for maintaining the financial records.

ANSWER TO INTERROGATORY NO. 13:

a. Melissa Olivas, Vallee Swan

b. QuickBooks

c. Melissa Olivas, Vallee Swan

INTERROGATORY NO. 14:

For any response to the Propounding Party's First Set of Requests for Admissions propounded concurrently herewith that you did not unequivocally admit, state:

a. The number of the particular request;

b. The particular facts upon which the response is based; and

c. The names, addresses, and telephone numbers of all individuals who have knowledge of the particular facts upon which the response is based.

LIONEL SAWYER
& COLLINS
ATTORNEYS AT LAW
1100 BANK OF AMERICA PLAZA
50 WEST LIBERTY STREET
RENO, NEVADA 89501
(775) 788-8666

ANSWER TO INTERROGATORY NO. 14:

a. 1.

b. See Purchase Agreement.

c. Carlos Huerta, Sig Rogich, Ken Woloson.

a. 2.

b. See Answers to Interrogatory 4.

c. Carlos Huerta, Sig Rogich.

a. 3.

b. Sigmund Rogich's intentions.

c. Sig Rogich

a. 4.

b. See Purchase Agreement.

c. Carlos Huerta, Sig Rogich.

a. 5.

b. No such representation.

c. Sig Rogich.

DATED: July 25, 2014.

LIONEL SAWYER & COLLINS

By: _____
Samuel S. Lionel, NV Bar No. 1766
slionel@lionelsawyer.com

Attorneys for Defendant Sig Rogich as Trustee of The Rogich Family Irrevocable Trust

LIONEL SAWYER
& COLLINS
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1100 BANK OF AMERICA PLAZA
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RENO, NEVADA 89501
(775) 788-8666

VERIFICATION

SIGMUND ROGICH, under penalty of perjury, being first duly sworn, deposes and says, that I am the Trustee of the Rogich Family Irrevocable Trust; that I have read the foregoing Answers to Plaintiff's First Set of Interrogatories and know the contents thereof; that the same are true of my own knowledge, except for those matters there contained stated upon information and belief, and as to those matters, I believe them to be true.

Dated: July 29th, 2014.

By: _____
SIGMUND ROGICH, Trustee of
The Rogich Family Irrevocable Trust

LIONEL SAWYER
& COLLINS
ATTORNEYS AT LAW
1100 BANK OF AMERICA PLAZA
50 WEST LIBERTY STREET
RENO, NEVADA 89501
(775) 788-8666

CERTIFICATE OF SERVICE

I hereby certify that on this 29th day of July, 2014, I deposited in the United States Mail in Las Vegas, Nevada a true and correct copy of the foregoing **DEFENDANTS' ANSWERS TO PLAINTIFF'S FIRST SET OF INTERROGATORIES TO SIG ROGICH** in an envelope upon which first class postage was paid, addressed to the following:

Brandon B. McDonald, Esq.
MCDONALD LAW OFFICES, PLLC
2505 Anthem Village Drive, Ste. E-474
Henderson, NV 89052

Attorney for the Plaintiffs

Felicia Darensbourg, an Employee of
Lionel Sawyer & Collins

Exhibit A – 8

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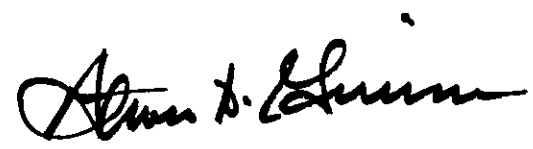

CLERK OF THE COURT

OPPS
Brandon B. McDonald, Esq.
Nevada Bar No.: 11206
McDONALD LAW OFFICES, PLLC
2505 Anthem Village Drive, Ste. E-474
Henderson, NV 89052
Telephone: (702) 385-7411
Facsimile: (702) 664-0448
Attorneys for Plaintiffs

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 ALL RELATED MATTERS	Case No.: A-13-686303-C Dept. No.: XXVII Hearing Date: 9/25/2014 Hearing Time: 10:30 a.m.

PLAINTIFF'S OPPOSITION TO DEFENDANTS' MOTION FOR PARTIAL SUMMARY JUDGMENT AND COUNTER-MOTION FOR PARTIAL SUMMARY JUDGMENT

COMES NOW, Plaintiffs, by and through their counsel of record, Brandon B. McDonald, Esq. of McDonald Law Offices, PLLC and hereby file this Opposition to Defendants Sig Rogich Family Irrevocable Trust's (the "Rogich Trust') Motion for Partial Summary Judgment and submit this Counter-Motion for Partial Summary Judgment seeking partial payment of the amounts owed by the

Rogich Trust because it has admitted that it received $682,000 as payment for its interests in Eldorado Hills, LLC, of which a portion was supposed to be paid to Carlos Huerta and Go Global, Inc. pursuant to an express agreement between the parties. As the Rogich Trust has already conceded the fact that these funds were received and the agreement between the parties is clear and unambiguous with regard to this point, partial summary judgment should be entered in favor of Plaintiffs, Carlos Huerta and The Alexander Christopher Trust.

This Opposition and Counter-Motion is based upon the points and authorities attached hereto, the sworn Declaration of Carlos Huerta and all of the pleadings submitted to date in this action and any oral argument allowed at the time of the hearing of the Motion and Counter-Motion.

MEMORANDUM OF POINTS AND AUTHORITIES

I.

STATEMENT OF UNDISPUTED FACTS

A. FACTS RELEVANT TO THE BANKRUPTCY PROCEEDING INVOLVING CARLOS HUERTA AND GO GLOBAL, INC.

1. On March 23, 2010, Go Global, Inc. and its sole owner of stock filed for Chapter 11 bankruptcy relief. Declaration of Carlos Huerta ("Huerta Declaration"), at ¶2, attached herein as Exhibit A; see also Voluntary Petition for Go Global, Inc. and Carlos Huerta, respectively attached herein as Exhibits B and C.

2. Schedule B of Go Global's bankruptcy petition stated that Sig Rogich owed Go Global $2,747,729.50 as an account receivable. Huerta Declaration at ¶3; see also Schedule B of bankruptcy petition attached herein as Exhibit D; Exhibit 5 of Defendant's Motion for Partial Summary Judgment.

3. On March 24, 2010, Lionel Sawyer & Collins ("Lionel") entered an appearance on behalf of another client, Hugo Paulson. Notice of Appearance, Request for Matrix Entry and Request for Service of all Notices and Documents, attached herein as Exhibit E. From March 24, 2010 to the

present, Lionel Sawyer & Collins continues to receive service of pleadings and documents filed in the bankruptcy cases of Mr. Huerta and Go Global. In re: Go Global, Chapter 11 (Jointly Administered), United States Bankruptcy Court, District of Nevada, Case No. BK-S-10-14804-BAM, Mailing Matrix dated August 20, 2014, attached herein as Exhibit F. Mr. Sam Lionel also personally receives notices from Go Global and the other jointly administered, as indicated on the mailing matrix "THE LIONEL FOUNDATION c/o SAMUEL S. LIONEL 300 SOUTH FOURTH STREET, SUITE 1700 LAS VEGAS, NV 89101-6000." *Id.* at p. 2. Lionel has, therefore, been apprised of all the filings submitted in these collective bankruptcy cases from their outset. Huerta Declaration at ¶4.

4. Through substantial efforts of the Debtors and their attorneys, Go Global and Carlos Huerta were successful in reorganizing their businesses and debts. Order Confirming Third Amended Joint Chapter 11 Plan of Reorganization of Go Global, Inc., Carlos and Christine Huerta, Charleston Falls, LLC and HPCH, LLC, dated July 30, 2013, attached herein as Exhibit G.[1] Mr. Lionel was personally involved in the confirmation of Mr. Huerta's Chapter 11 Plan as he and Mr. Huerta had entered into a "Stipulation Resolving the Claim of The Lionel Foundation between the Debtors and The

---

[1] The Third Amended Joint Plan of Reorganization for the Debtors is attached to the Order confirming the Plan (the "Confirmation Order") as Exhibit A. See Exhibit G. Defendant has also submitted what Mr. Lionel has affirmed as "a true and correct copy" of the Confirmation Order as Exhibit 13. As Mr. Lionel was a personal party to the Confirmation through his foundation, The Lionel Foundation, and through his firm's representation of Mr. Rogich in *Antonio Nevada, LLC v. Sigmund Rogich, et al.*, Eighth Judicial Court Case No. A-653807 (the "Antonio Nevada case")(which complaint was filed on December 27, 2011), which matter involved the same subject real property owned by Eldorado Hills, LLC, and in which Mr. Huerta was deposed, Lionel has been intimately familiar with the financial affairs and bankruptcy proceedings of Mr. Huerta and Go Global. Mr. Lionel, in the Antonio Nevada, case also produced over a hundred pages of documents from Mr. Huerta's and Go Global's bankruptcy case which they were personally served as the firm had entered an appearance in the matter, due to Mr. Lionel's personal involvement.

Lionel Foundation, Docket No. 501 (the "Lionel Foundation Stipulation")." Exhibit G, p. 2:21-23. Huerta Declaration at ¶5[2].

5. During the course of Mr. Huerta's and Go Global's bankruptcy proceeding, Mr. Rogich, his Trust, nor Eldorado Hills, LLC submitted a proof of claim in those proceedings though they were well aware of the fact that those proceedings were transpiring. Huerta Declaration at ¶6

6. The Order confirming the plan of reorganization provided several instructive definitions, reserved rights and most importantly determined that the Bankruptcy Court would retain jurisdiction of the interpretation of the Order. *See generally* Exhibit G. Huerta Declaration at ¶7.

7. According to the Confirmation Order the Plan of Reorganization (the "Plan") "shall be binding upon and inure to the benefit of (i) the Debtors and their respective successors and assigns, …" Exhibit G, p. 6: 24-27. Huerta Declaration at ¶8.

8. The Bankruptcy Court also retained exclusive jurisdiction in all matters pertaining to the Plan and its interpretation. As the Confirmation Order and Plan unequivocally state:

> 30. From and after the Effective Date, this Court shall retain and have exclusive jurisdiction of all matters arising out of this Chapter 11 case pursuant to, and for purposes of, subsection 105(a) and section 1142 of the Bankruptcy Code, including without limitation, jurisdiction over the matters set forth in the Plan, which is incorporated herein by reference, as if set forth *in extenso*. …
>
> ARTICLE XII.
> RETENTION OF JURISDICTION
>
> Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court shall, after the Effective Date, retain such jurisdiction over the Chapter 11 Cases and all Entities with respect to all matters related to the Chapter 11 cases, the Debtors and the Plan are legally permissible including, without limitation, jurisdiction to: …
>
> 4. resolve any issues related to any matters adjudicated in the Chapter 11 Cases; …

---

[2] The Confirmation Order also stated "The Paulson and NSB Stipulation (Docket No. 500) and the Lionel Foundation Stipulation (Docket No. 501) are each approved." Exhibit G, p. 6:18-20.

> 6. decide or resolve any motions, adversary proceedings, contested or litigated matters and any other Causes of Action that are pending as of the Effective Date or that may be commenced in the future, and grant or deny any applications involving Debtors that may be pending on the Effective Date or instituted by the Reorganized Debtors after the Effective Date, provided that the Reorganized Debtors shall reserve the right to commence actions in all appropriate forums and jurisdictions;…
> 8. resolve any cases, controversies, suits or disputes that may arise in connection with the Consummation, **interpretation or enforcement of the Plan or any Entity's obligations incurred in connection with the Plan**; …

Exhibit G, p. 14:8-14 (Confirmation Order); Plan, pp. 28-29 [Emphasis Added]; Huerta Declaration at ¶9.

9. Therefore based on the plain language of the Confirmation Order and the Plan, only the Bankruptcy Court is permitted to interpret the effects of the Confirmation Order and the Plan[3]. Huerta Declaration at ¶10.

10. The Plan also defines the terms "causes of action" and "claims":

> 14. "Causes of Action" means all actions, 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. ….
>
> 16. "Claim" means any claim against the Debtors as defined in section 101(5) of the Bankruptcy Code.

Exhibit G, p. 14:8-14 (Confirmation Order); Plan, pp. 28-29 [Emphasis Added]; Huerta Declaration at ¶11.

11. 11 U.S.C. § 101(5) defines "claim" as:

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[3] This also confirms with the several cases cited by the Defendant as each one of those opinions was rendered by a bankruptcy court, bankruptcy appellate court or appeals court from which the lower court was a bankruptcy court. None of Defendants' quoted cases opine that a state court may circumvent a confirmation order and interpret that order, where the jurisdiction of such interpretation has been retained by the bankruptcy. For this, and several other reasons, Defendant's motion for partial summary judgment must fail.

> (A) right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured; or
>
> (B) right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured.

Id.; Huerta Declaration at ¶12.

12. Mr. Huerta's and Go Global's right to seek repayment of the Rogich "claim" as mentioned in the bankruptcy petition of Go Global is the enforcement of a right of repayment which was expressly memorialized in the Purchase Agreement, and permissible under the Confirmation Order and Plan as those rights were preserved. The Plan also negated the allowance of any party by which Plaintiffs had a "cause of action" to assert the doctrines of judicial estoppel and claim preclusion. Furthermore, Plaintiffs or their assigns were permitted and are permitted to litigate their causes of action in any suitable forum. As the Confirmation and Plan expressed at length:

> B. Preservation of Rights of Action[4]
>
> 1. Maintenance of Causes of Action
>
> Except as otherwise provided in the Plan or Confirmation Order, after the Effective Date, **the Reorganized Debtors shall retain all rights to commence, pursue, litigate or settle, as appropriate, any and all Causes of Action**, including any litigation relating to the Paulson Group, whether existing as of the Commencement Date or thereafter arising, in any in any court or other tribunal including, without limitation, in an adversary proceeding Filed in the Chapter 11 Cases.

---

[4] While Defendant has attempted to negate the clear meaning of the definitions and statements of the Confirmation Order and the Plan, by ignoring their full context or referring to the passages as "boilerplate." Motion, p. 7:23; 17:2. However, and again, Defendant has failed to demonstrate how this "boilerplate" language which it was put on notice of over a year ago is not binding. Also and again, this "boilerplate" language states that if Defendant disagrees with any verbiage in the Confirmation Plan or Order such interpretation can only be vindicated by the Bankruptcy Court. See ¶7 above. Based on this plain language alone, summary judgment could not be granted in favor of Defendant as the Confirmation Order and Plan would expressly prohibit that occurrence. *See Id.*

2. Preservation of All Causes of Action Not Expressly Settled or Released

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, including any litigation relating to the Paulson Group or the related State Court litigation involving Serl Keefer and/or the arbitration with Nevada State Bank, etc.) 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, or any other Final Order (including, without limitation, the Confirmation Order).** In addition, the Debtors and the Reorganized Debtors expressly reserve the right to pursue or adopt any claims alleged in any lawsuit in which the Debtors is a plaintiff, defendant or an interested party, against any Entity, including, without limitation, any parties in such lawsuit.

Exhibit G, pp. 27-28 [Emphasis Added]; Huerta Declaration at ¶13.

13. The Plan also again confirmed that all of these rights and reservations were attributable to the successors or assigns of Mr. Huerta or Go Global, Inc.:

D. Successors and Assigns

The rights, benefits and obligations of any Entity named or referred to herein shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor or assign of such Entity.

Exhibit G, p. 29 (Plan).

The Alexander Christopher Trust is an assignee of Go Global and thus is entitled to the same rights and privileges under the Confirmation Order and Plan as Go Global. Huerta Declaration at ¶14.

14. Under the Plan, any act or non-act did not constitute a waiver of rights of Mr. Huerta and Go Global, and specifically did not bar the right of these Plaintiffs to seek compensation for their claim identified against the Rogich Trust:

> … Neither the filing of the Plan, any statement or provision contained herein, nor the taking of any action by the Debtors or any other Entity with respect to the Plan shall be or shall be deemed to be an admission or waiver of any rights of: (I) any Debtors with respect to the Holders of Claims or Equity Interests or other Entity; or (2) any Holder of a Claim or an Equity Interest or other Entity prior to the Effective Date.

Exhibit G, p. 30 (Plan); Huerta Declaration at ¶14.

15. Therefore under a plain reading of the Confirmation Order and Plan: (1) Only the Bankruptcy Court is permitted to interpret the Confirmation Order and Plan; (2) All "Causes of Action" were reserved; (3) Plaintiffs' were permitted to prosecute their "Causes of Action" in a forum of their choosing; (4) Such decision to prosecute this matter outside of a bankruptcy adversary proceeding was not subject to collateral attack by another party for which Plaintiffs may seek to adjudicate their rights through their arguing of judicial estoppel, claim preclusion, res judicata or any other legal argument in equity which would allegedly bar the Plaintiffs from pursuing this litigation, and (5) nor did the filing of this action constitute a waiver of any rights held by these same Plaintiffs. See ¶¶6-14 above.

B. FACTS RELATED TO THE ROGICH TRUST'S RECEIPT OF $682,080.00 AND FAILURE TO REPAY CARLOS HUERTA AND THE ALEXANDER CHRISTOPHER TRUST AS ASSIGNEE OF GO GLOBAL, INC. PURSUANT TO THE PURCHASE AGREEMENT.

16. In 2006, Huerta, Go Global and Rogich owned 100% of the membership interests of Eldorado Hills, LLC ("Eldorado"). Huerta Declaration at ¶15.

17. In mid-2008 Mr. Rogich had begun discussions with another investor to invest into the project. This was done so with the help of Rogich Communications Group staffer Christopher M. Cole. Eventually, the investor would take the place of Go Global and Mr. Huerta, at Mr. Rogich's urging.

Other investors, such as Eric Reitz, Craig Dunlap and Antonio Nevada would likewise be repaid the principal amounts they had provided to Eldorado. Huerta Declaration at ¶16.

18. On or about October 30, 2008, Huerta, Go Global and Mr. Rogich, through his family trust, entered into an agreement whereby the Huerta and Global interests would be purchased by Rogich for $2,747,729.50. Purchase Agreement, referred to as the "Agreement", attached herein as Exhibit H. Huerta Declaration at ¶17.

19. Pursuant to the Agreement, the $2,747,729.50 (the "debt") would be paid from "future distributions or proceeds … distributed to Buyer from Eldorado at the rate of 56.20% of such profits, as when and if received by Buyer from the Company [Eldorado Hills]". *Id.* at Exhibit H, Section 2(a). The Purchase Agreement also carries, with it, an attorney's fees and costs provision to the prevailing party. *Id.* at Section 7(d). Huerta Declaration at ¶18.

20. Pursuant to the Membership Interest Assignment Agreement dated January 1, 2012 The Rogich 2004 Family Irrevocable Trust sold its 40% interest in Eldorado Hills for $682,080.00. As that agreement states:

> G. Rogich desires to transfer its forty (40%) ownership interest in Eldorado in exchange for the Consideration set forth below. ….
>
> 2. Consideration. Consideration to be tendered by Eliades to Rogich for the Membership Interest shall be the sum of $682,080.00.

Exhibit I, pp. 1-2, EH000008 – 9; Huerta Declaration at ¶19.

21. Mr. Rogich's own deposition testimony also confirmed that he received the benefit of the $682,080.00[5], though he argued that supposedly this amount was subject a setoff by a prior loan. Huerta Declaration at ¶20.

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[5] Mr. Rogich also confirmed in his deposition that he received "simultaneously" at the time of surrendering his interest, a piece of property which was not subject to any mortgage debt, from Mr. Eliades. Though this matter is not relative to the direct issue of whether Go Global was entitled to a

22. As Mr. Rogich claimed: (1) His trust borrowed $600,000 from Mr. Eliades to increase his interest from 35% to 40%; (2) At the time of the buyout of the Rogich trust's interest equal to 40%, he gave a check to Mr. Eliades for $682,080.00; but (3) Mr. Eliades gave him a check for the same amount $682,080.00 back:

> Q. Did you receive any other payments from Eldorado Hills when you surrendered your interest other than the piece of property? ….
>
> Q. Did you ever receive $682,080 from Eliades?
>
> A. Yes….
>
> Q. So let me go over that in detail. At the time of the purchase in approximately 2008, he loaned $682,000 or so for Al Flangas' interest?
>
> A. For a portion of Al Flangas' stock. I moved mine from, I think, 33 to 40, and I may be getting some of this wrong, but the amount was $600,000 that I would have needed. He loaned me that money plus interest, which is where the 83,000 came in, and as part of this transaction to clear that up, he gave me a check for 683,000 and I gave him a check back for 683,000.

Exhibit J, pp. 2; 100:7-9, 14-16; 101:2-14; Huerta Declaration at ¶21.

23. Thus, even according to Mr. Rogich's own explanation of the $682,080 he received this amount twice from Mr. Eliades (or $1,364,160, or $1,282,080 if $600,000 was initially provided) and he provided in return to Mr. Eliades only $682,080. Therefore, under Mr. Rogich's own testimony he received a profit of $682,080 for the interest he held in Eldorado Hills which was derived from the interest he purchased from Go Global, under the Purchase Agreement of October 24, 2008. *See Id.*; Huerta Declaration at ¶22[6].

---

portion of the $682,080.00, it is clear, based on Mr. Rogich's testimony that when he "walked away" from his interest he "walked into" the ownership of a property worth several million dollars, without paying Go Global any compensation for allowing his trust to use the $2.7MM of Go Global's capital account and interest which Go Global sold the Rogich Trust, in October 2008. Plaintiffs were only able to procure a draft copy of Mr. Rogich's deposition because it was just taken on August 21, 2014.

[6] In addition to the monetary payment described above, the Rogich Trust simultaneously accepted 4.09

24. Pursuant to the Purchase Agreement, the Rogich Trust owes The Alexander Christopher Trust, as assignee of Go Global, 56.20% of $682,080 or $383,328.96. *See* Exhibit J. Furthermore, as the prevailing party, this amount should include attorney's fees and costs. Exhibit H, Section 7(d); Huerta Declaration at ¶22.

25. Therefore, partial summary judgment against The Rogich Family Irrevocable Trust in the amount of $383,328.96, plus attorney's fees and costs are appropriate.

II.

LEGAL STANDARDS

A. SUMMARY JUDGMENT STANDARDS

NRCP 56(c) states:

> The motion shall be served at least 10 days before the time fixed for the hearing. Motions for summary judgment and responses thereto shall include a concise statement setting forth each fact material to the disposition of the motion which the party claims is or is not genuinely in issue, citing the particular portions of any pleading, affidavit, deposition, interrogatory, answer, admission, or other evidence upon which the party relies. The judgment sought shall be rendered forthwith if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law. **A summary judgment, interlocutory in character, may be rendered on the issue of liability alone although there is a genuine issue as to the amount of damages.** An order granting summary judgment shall set forth the undisputed material facts and legal determinations on which the court granted summary judgment. (Emphasis Added)

Summary judgment is appropriate only when no genuine issue of fact remains for trial and the moving party is entitled to judgment as a matter of law. *VISA Int'l Serv. Ass'n v. Bankcard Holders of Am.*, 784 F.2d 1472 (9th Cir. 1986). See also *Insurance Corporation of America v. J. Rubin, M.D.*, 107 Nev.

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acres of land (Assessor Parcel Number: 191-05-119-002), fronting the I-15 freeway, which value is believed to exceed $2,150,000.00. Mr. Rogich claimed that this land was worth less than $500,000.00, however in 2012. However, as the land sold for $2.18 million (in early 2010) when our Las Vegas real estate market had experienced one of the most precipitous and downward devaluations ever, Mr. Rogich's biased 2012 valuation cannot be given any credence, as the market had recovered considerably by 2012.

610, 818 P.2d 389 (1991) In *Tobler & Oliver v. Board of Trustees*, 84 Nev. 438, 442 P.2d 904 (1968), the Court stated:

> It is well established under NRCP 56(c), when there remains no material issue of fact to be resolved and when it appears that the moving party is entitled to judgment as a matter of law, that summary judgment must be granted. *McCall v. Scherer*, 73 Nev. 226, 315 P.2d 807 (1957); *Short v. Hotel Riviera, Inc.*, 79 Nev. 94, 378 P.2d 979 (1963); 3 Barron and Holtzoff Federal Practice and Procedure §1234, page 119; 6 Moore's Federal Practice; 5.15.2101. 84 Nev. 438, 441-442.
>
> The party moving for summary judgment has the burden of clearly establishing the lack of any material fact. *Adickes v. S. H. Kress & Co.*, 398 U.S. 144, 90 S.Ct. 1598 (1970); *Poller v. Columbia Broadcasting System, Inc.*, 368 U.S. 464, 82 S.Ct. 486 (1962); *Pardo v. Olson & Sons, Inc.*, 40 F.3d 1063 (9th Cir. 1994).
>
> For purposes of a motion for summary judgment, the non-moving party's version of the facts must be accepted as true and all disputes resolved in its favor. *Bishop v. Wood*, 426 U.S. 341, 96 S.Ct. 2074 (1976); *United States v. Diebold*, 369 U.S. 654, 82 S.Ct. 993 (1962); *Ashton v. Cory*, 780 F.2d 816 (9th Cir. 1986). However, the Court also stated that "the opponent [to the motion for summary judgment] must nevertheless show that he can produce evidence at trial to support his claim." See also *LaPica v. District Court*, 97 Nev. 86, 624 P.2d 1003 (1981). The Supreme Court has also noted that:
>
> > NRCP 56(b) provides in part that when a motion for summary judgment is made and supported as required by NRCP 56, the adverse party may not rest upon the mere allegations of his pleading, but must by affidavit or otherwise, set forth facts demonstrating the existence of a genuine issue of trial. *Garvey v. Clark County*, 91 Nev. 127, 130 532 P.2d 269, 271 (1978); *Adamson v. Bowker*, 85 Nev. 115, 118-120, 450 P.2d 796. *Bird v. Casa Royale West*, (8)97 Nev. 67, 624 P.2d 17 (1981).
>
> Finally, the Nevada Supreme Court in *Collins v. Union Federal Savings and Loan*, 99 Nev. 284, 662 P.2d 610 (1983), stated that ". . . although the party opposing a motion for summary judgment is entitled to all favorable inferences from the pleadings and documentary evidence . . . the opposing party is not entitled to build a case on the gossamer threads of whimsy, speculation and conjecture [citations

omitted]."

1. Partial Summary Judgment.

The standards and procedures for granting partial summary judgment, also known as summary adjudication, are the same as those for summary judgment. *See Calif. v. Campbell*, 138 F.3d 772, 780 (9th, 1998); *Continental Insur. Co. v. Cota*, 2010 WL 383367 *2 (N.D. Cal. Jan. 27, 2010). Partial summary judgment "upon all or any part of a claim" is appropriate when the evidentiary proof offered by the moving party shows that there is no genuine issue of material fact as to the specified portion of the claim and the moving party is entitled to a determination as a matter of law. *Celotex Corp v. Catrett*, 477 U.S. 317, 322 (1986); Fed. R. Civ. P. Rule 56. A plaintiff moving for summary judgment must demonstrate all elements of its claim to prevail. *Lockwood v. Wolf Corp.*, 629 F.2d 603, 611 (9th Cir.1980).

Though Defendants have a catalog of defenses listed in their answer, without more, it is insufficient to avoid summary judgment. *Johnson v. Georgia-Pacific Corp.*, 2009 WL 1311896 at *2 (9th, Cir. May 12, 2009); *In re MarchFirst, Inc.*, 2007 WL 4105816, at *5 (Bankr. N.D. Ill. Nov. 15 2007), citing, *Celotex*, 477 U.S. at 324, 106 S. Ct. at 2553. At a minimum, they must offer sufficient evidence to raise a triable issue of fact as to each element of any defense that they want to pursue.

III.

LEGAL ARGUMENT

A. THE PLAIN AND UNAMBIGUOUS LANGUAGE OF THE CONFIRMATION ORDER AND PLAN STATE THAT THE BANKRUPTCY COURT RETAINS JURISDICTION TO INTERPRET THOSE DOCUMENTS, THAT THE "CAUSES OF ACTION" ARE EXPRESSLY RESERVED AND THE PRINCIPLES OF JUDICIAL ESTOPPEL, CLAIM PRECLUSION, RES JUDICATA, ETC. ARE INVALID AS IT RELATES TO THIS ACTION AGAINST A CLAIM ALREADY INDENTIFIED AGAINST THE ROGICH TRUST.

Every single argument erroneously asserted by the Defendant, the Rogich Trust, is expressly negated by the plain language of the Confirmation Order and the Plan; as the Bankruptcy Court:

retained sole jurisdiction over interpretation; this "cause of action" was reserved, and; the principles of judicial estoppel and claim preclusion were expressly deemed inapplicable to a reserved cause of action. The United States Supreme Court in *Travelers Indem. Co. v. Bailey*, 557 U.S. 137, 129 S. Ct. 2195, 174 L. Ed. 2d 99 (2009) stated that the orders of a bankruptcy court (specifically a confirmation order) must be afforded their plain meaning when its order is unambiguous. Citing to several other cases making the same holding, the Supreme Court held:

> [w]here the plain terms of a court order unambiguously apply, as they do here, they are entitled to their effect. See, *e.g., Negrón–Almeda v. Santiago,* 528 F.3d 15, 23 (1st Cir.2008) ("[A] court must carry out and enforce an order that is clear and unambiguous on its face"); *United States v. Spallone,* 399 F.3d 415, 421 (2d Cir.2005) ("[I]f a judgment is clear and unambiguous, a court must adopt, and give effect to, the plain meaning of the judgment" (internal quotation marks omitted)).

Travelers Indem. Co. v. Bailey, 557 U.S. 137, 150, 129 S. Ct. 2195, 2204, 174 L. Ed. 2d 99 (2009).

The Supreme Court, after affirming that the bankruptcy court orders should be given their effect, as the terms were plain and unambiguous, resolved the issue whether the bankruptcy court had subject matter jurisdiction to enter the orders in relation to the lawsuits surrounding the asbestos litigation involving John-Manville Corp. *Id.* The Supreme Court resoundingly determined that the bankruptcy court retained jurisdiction to clarify and interpret its own order:

> Given the Clarifying Order's correct reading of the 1986 Orders, <u>the only question left is whether the Bankruptcy Court had subject-matter jurisdiction to enter the Clarifying Order. The answer here is easy: as the Second Circuit recognized</u>, and respondents do not dispute, **<u>the Bankruptcy Court plainly had jurisdiction to interpret and enforce its own prior orders</u>**. See *Local Loan Co. v. Hunt,* 292 U.S. 234, 239, 54 S.Ct. 695, 78 L.Ed. 1230 (1934). What is more, when the Bankruptcy Court issued the 1986 Orders it explicitly retained jurisdiction to enforce its injunctions. See App. to Pet. for Cert. in No. 08–295, at 284a–286a.

Travelers Indem. Co. v. Bailey, 557 U.S. 137, 151, 129 S. Ct. 2195, 2205, 174 L. Ed. 2d 99 (2009)

[Emphasis Added].

The Supreme Court further determined that it was an error of the Court of Appeals to reevaluate the exercise of jurisdiction due to their contention that the bankruptcy court exceeded its jurisdictional authority. *Id.* Thus, the Supreme Court determined that even after the confirmation order was entered in 1986, and the bankruptcy court entered a clarifying order in 2004, the bankruptcy still retained jurisdiction to interpret the Confirmation Order, which it had originally approved despite the passage of almost 20 years. *Id.* at 153.

The subject matter jurisdiction may also not be attacked collaterally in another proceeding when the confirmation order only allows for the bankruptcy court to interpret its own order. Continuing its analysis, the Supreme Court, in determining the error of the Court of Appeals in reevaluating the subject matter jurisdiction of the bankruptcy court stated: "orders are not any the less preclusive because the attack is on the Bankruptcy Court's conformity with its subject-matter jurisdiction, for '[e]ven subject-matter jurisdiction ... may not be attacked collaterally.' *Kontrick v. Ryan,* 540 U.S. 443, 455, n. 9, 124 S.Ct. 906, 157 L.Ed.2d 867 (2004)." *Travelers Indem. Co. v. Bailey*, 557 U.S. 137, 152, 129 S. Ct. 2195, 2205, 174 L. Ed. 2d 99 (2009). Therefore, a party cannot, outside the bankruptcy court forum, collaterally attack the subject matter jurisdiction of that court by attempting to have another court interpret the bankruptcy court's orders.

The Supreme Court has determined that this Court is bound by the plain and unambiguous language of the Confirmation Order and Plan and the interpretation of the same should be given their effect. *See generally*, *Travelers Indem. Co.*, 557 U.S. 137. The Confirmation Order and Plan plainly and unambiguously state that "Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court shall, after the Effective Date, retain such jurisdiction …. **interpretation or enforcement of the Plan or any Entity's obligations incurred in connection with the Plan**." Exhibit G, Plan, pp. 28-29 [Emphasis Added]. This matter is not subject to dispute or

reasonable argument, as the plain language of the Plan should be given its effect. *See Travelers Indem. Co.*, 557 U.S. at 150. The plain and unambiguous language of the Plan, further reserved the rights to prosecute the causes of action in a manner which Plaintiffs deemed fit. As stated above:

> In addition, the Debtors and the Reorganized Debtors expressly reserve the right to pursue or adopt any claims alleged in any lawsuit in which the Debtors is a plaintiff, defendant or an interested party, against any Entity, including, without limitation, any parties in such lawsuit.

Exhibit G, pp. 27-28 [Emphasis Added]. This language is similarly not subject to the impermissible interpretation of Defendant in claiming that the claim against The Rogich Trust was not reserved. Further still, the Plan negates the application of judicial estoppel, claim preclusion or any other preclusive doctrine for any of the reserved causes of action. "[t]herefore, 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..." Exhibit G, pp. 27-28.

For this Court to analyze the rights and duties of the Plaintiff Debtors herein, respectfully, would be the same type of error which the Supreme Court criticized in *Travelers Indemnity Company*. Just as the Court of Appeals was not permitted to reevaluate the jurisdiction of the bankruptcy court in that case, this Court is not permitted or provided with the jurisdictional authority to collaterally attack the jurisdiction of the Federal Bankruptcy Court for the District of Nevada. *See Id.* at 153. Defendant cannot now attack the subject matter jurisdiction of the Bankruptcy Court, by having this Court issue orders which infringe on their subject matter jurisdiction. *See Id.*; *Kontrick,* 540 U.S. at 455, n. 9. Therefore, as there is no genuine issue of fact that the Bankruptcy Court retains jurisdiction over its own orders, specifically the Confirmation Order, this Court must abstain from granting Defendant's request for partial summary judgment. Furthermore, there is no dispute that the reserved causes of

action, as expressly mentioned in the Confirmation and Plan, were not subject to judicial estoppel, claim preclusion or any other preclusive legal theory; thus Defendant's claims to the contrary contradict the very Confirmation Order which they assert has binding effect.

1. Defendant's Claim That the Reservation of Rights is Insufficient is Unsupported as Defendant Fails to Inform the Court That These Cases Involve Lender Liability Claims Which Would Have Afforded the Creditor an Offset During the Bankruptcy Proceedings and the Defendant Further Fails to Analyze the Foundational Principles of Fairness and Equity in its Erroneous Application of Judicial Estoppel and Claim Preclusion.

Notwithstanding the failure of the Defendant to mention to this Court that the Confirmation Order is only subject to the interpretation of the Nevada Bankruptcy Court; the Defendant further fails to a) inform the Court that the cases that it cites are "lender liability" cases or b) analyze the foundational principles of judicial estoppel or claim preclusion. For example in *Hamilton v. State Farm Fire & Cas. Co.*, 270 F.3d 778, 783-84 (9th Cir. 2001)[7] the Court stated that it "restricted the application of judicial estoppel to cases where the court relied on, or 'accepted,' the party's previous inconsistent position. *Interstate Fire & Casualty Co. v. Underwriters at Lloyd's, London,* 139 F.3d 1234, 1239 (9th Cir.1998); *Masayesva v. Hale,* 118 F.3d 1371, 1382 (9th Cir.1997). The application of judicial estoppel is not limited to bar the assertion of inconsistent positions in the same litigation, but is also appropriate to bar litigants from making incompatible statements in two different cases." In *Hamilton* the principal of judicial estoppel was applied because the debtor "failed to list his claims against State Farm as assets on his bankruptcy schedules, and then later sued State Farm on the same claims."

In *Ah Quin v. Cnty. of Kauai Dep't of Transp.*, 733 F.3d 267, 270 (9th Cir. 2013) the court noted that " '[J]udicial estoppel is an equitable doctrine invoked by a court at its discretion.' *New Hampshire*

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[7] Each of the cases, referenced in this section, are the same that have been referenced by Defendant, which supposedly provide a basis for granting its motion for partial summary judgment.

v. Maine, 532 U.S. 742, 750, 121 S.Ct. 1808, 149 L.Ed.2d 968 (2001) (internal quotation marks omitted). '[I]ts purpose is to protect the integrity of the judicial process by prohibiting parties from deliberately changing positions according to the exigencies of the moment.' *Id.* at 749–50, 121 S.Ct. 1808 (citation and internal quotation marks omitted)." The *Ah Quin* court also noted that the party's later position must be incompatible with its former position, that the party must have succeeded in claiming a certain position which provided an advantage and whether that party derived an unfair advantage. *Id.* at 271. The Court thereafter concluded that the bankruptcy court had erred in determining that plaintiff's cause of action was subject to judicial estoppel because she did not include the later lawsuit in her Chapter 7 bankruptcy petition. *Id.* at 279. The lower bankruptcy court erroneously held the debtor to such a rigorous and unlawful legal standard by claiming that dismissal was mandated for simply not providing the information of the possible litigation. *Id.* at 279. As the *Ah Quin* court stated:

> The district court's belief that it was *bound* to preclude Plaintiff from bringing her discrimination claim is mistaken and fundamentally at odds with equitable principles. Judicial estoppel is a discretionary doctrine, applied on a case-by-case basis. *See New Hampshire,* 532 U.S. at 751, 121 S.Ct. 1808 (refusing to "establish inflexible prerequisites or an exhaustive formula for determining the applicability of judicial estoppel").

Id. at 271-72.

Defendant's reliance on lender liability cases is critically flawed, as Defendant is not a creditor of Plaintiffs. Rather, it is the opposite, whereby Defendant is a debtor of Plaintiff and a debtor who had been put on notice in multiple ways, including the Plaintiff's bankruptcy petition as well as via correspondence directly sent to Defendant via certified mail. Defendant is not entitled to any type of offset, during the Chapter 11 proceedings. In *Hamilton v. Greenwich Investors XXVI, LLC*, 195 Cal. App. 4th 1602, 1607, 126 Cal. Rptr. 3d 174, 177 (2011) the appeals court affirmed a dismissal of a lawsuit following the approval of a plaintiff's Chapter 13 Plan which reorganized the debt claimed by a

mortgage creditor, and thereafter the plaintiff filed suit against the same creditor. The *Hamilton* court examined several other opinions involving failure to disclose lender liability causes of action (which are similarly cited by Defendant herein). *Id.* at 180-83. The *Hamilton* court, which examined *Oneida Motor Freight, Inc. v. United Jersey Bank* (3d Cir.1988) 848 F.2d 414 (which in turn examined several other lender-liability cases), noted "'courts that have considered the effect of a debtor's failure to disclose a potential lender-liability lawsuit in a bankruptcy proceeding have universally held that the debtor is equitably estopped, judicially estopped or barred by res judicata from bringing the action after confirmation of the bankruptcy reorganization plan.'" *Hamilton*, 195 Cal. App. 4th at 180-81. The *Hamilton* court then examined *Ryan Operations G.P. v. Santiam–Midwest Lumber Co.*, 81 F.3d 355 (3d Cir.1996) and noted that when a claim against a creditor is not listed, it gives a "skewed" sense of the financial condition of the party "and the bank, had it known of the claim, might well have voted against approval of the plan." *Hamilton*, 195 Cal. App. 4th at 181. The court further noted that "By contrast, Ryan Operations was not a lender liability case; the later lawsuit did not involve a claim against a creditor in the bankruptcy. (Ryan Operations, supra, 81 F.3d at p. 359.) And, there was no basis for inferring that the debtor deliberately asserted inconsistent positions to gain advantage." *Id.* Because the debtor in Ryan received no appreciable benefit from its non-disclosure the fact that a claim was not disclosed did not invoke principles of preclusion. *Id.*

In speaking as to the critical nature of disclosure in *Oneida* the court stated "Disclosure is important, in this case, not only to the bank as an adversary and as a creditor, but to the other creditors and to the bankruptcy court." *Oneida Motor Freight, Inc. v. United Jersey Bank*, 848 F.2d 414, 417-18 (3d Cir. 1988). The failure to disclose in Oneida was also critical because "revealing the potential action may also have impacted upon the bank's decision to enter into the stipulation establishing the extent and validity of its lien against Oneida and to vote for confirmation." *Id.* This same issue of

failing to disclose a lender liability claim was addressed in *In re Heritage Hotel P'ship I*, 160 B.R. 374, 377 (B.A.P. 9th Cir. 1993) aff'd, 59 F.3d 175 (9th Cir. 1995):

> It is now well-settled that a bankruptcy court's confirmation order is a binding, final order, accorded full *res judicata* effect and precludes the raising of issues which could or should have been raised during the pendency of the case, such as typical lender liability causes of action.

Id. The court further went on to reference further authority *Sure–Snap Corp. v. State Street Bank and Trust Co.*, 948 F.2d 869, 877 (2nd Cir.1991) ('[W]e rule today, that in the context of lender liability claims that could have been brought before a final plan for reorganization was confirmed, but weren't, the prior bankruptcy order was res judicata to the later action.')."

The Court in *In re G-P Plastics, Inc.*, 320 B.R. 861, 865 (E.D. Mich. 2005) only ruled that a blanket reservation of rights was insufficient for the purposes of res judicata when the parties involved were a creditor and a debtor:

> It is undisputed that a creditor of the debtor qualifies as a party for res judicata purposes. *Sanders,* 973 F.2d at 480–81; *see also* 11 U.S.C. § 1141(a) ("[T]he provisions of a confirmed plan bind the debtor ... and any creditor whether or not the claim or interest of such creditor ... is impaired under the plan and whether or not such creditor has accepted the plan").

Id. It is under this context that the *G-P Plastics* court determined that a "blanket reservation of rights" was insufficient to preserve a cause of action, because the party being pursued was, in fact, a creditor.

Similarly, the court in *In re Kelley*, 199 B.R. 698, 702 (B.A.P. 9th Cir. 1996) affirmed that the confirmation of a chapter 11 plan has res judicata effect "pertaining to the debtor-creditor relationship." *Id.* As the court further identified 11 U.S.C. § 1141(a) binds the "debtor .. and any creditor." *Id.* at 703. Further, the court concluded that reservations of rights should include adequate information against "the secured creditors for damages far in excess of the value of those creditors' secured claims." *Id.* at 702; citing *Sure–Snap Corp. v. Bradford Nat'l Bank,* 128 B.R. 885, 890 (D.Vt.1991), *aff'd, Sure–Snap Corp. v. State Street Bank & Trust Co.,* 948 F.2d 869 (2d. Cir.1991). The court also noted that the debtors had

for several months misguided South Bay into procuring their vote, and only after obtaining the vote asserted their counter claims. Because in Kelley they "made no mention of any possible counterclaims against South Bay" in its schedules; the blanket reservation was deemed insufficient. *Id.* at 705.

This Court cannot apply the supposed illustrative cases of Defendant because The Rogich Trust was not a creditor during the bankruptcy proceedings, or afterwards a creditor of the Plaintiffs nor can Defendant show that Plaintiffs exercised inconsistent positions because the Plaintiffs have always reserved their rights. This goes against the fundamental precepts of claim preclusion as that legal principle dictates and "'bar(s) all grounds for recovery which could have been asserted, whether they were or not, in a prior suit between the same parties … on the same cause of action." *Constantini v. Transworld World Airlines*, 681 F.2d 1199 (C.A. Cal., 1982) (c*iting Ross v. IBEW*, 634 F.2d 453, 457 (9th Cir., 1980); s*ee also Western Radio Services Co., Inc. v. Glickman*, 123 F.3d 1189 (1997); *Owens v. Kaiser Foundation Health Plan, Inc.*, 244 F.3d 708 (C.A.9.Cal, 2001); *Clark v. Bear Stearns & Co., Inc.*, 966 F.2d 1318 (C.A.9.Cal., 1992).

Each of the cases cited by Defendant have the same critical flaw. In each case where the party asserted a dismissal, the party seeking dismissal was in fact a creditor or party in privity. This is seen in all of the lender-liability cases asserted by Defendant. In fact, it is a legal impossibility for the Defendant to be a creditor of the Plaintiff, because under the Purchase Agreement The Rogich Trust agreed to indemnify Plaintiffs, Go Global and Mr. Huerta and Defendant states that it owes Plaintiff money in that very agreement (and not the other way around). Clearly, the relationship between the Plaintiffs and Defendant was not one of a creditor and debtor/Plaintiff like in *In re Kelley*, 199 B.R. 698, 702 (B.A.P. 9th Cir. 1996), *Snap Corp. v. State Street Bank & Trust Co.,* 948 F.2d 869 (2d. Cir.1991), *In re Heritage Hotel P'ship I*, 160 B.R. 374, 377 (B.A.P. 9th Cir. 1993) aff'd, 59 F.3d 175 (9th Cir. 1995), *Oneida Motor Freight, Inc. v. United Jersey Bank*, 848 F.2d 414, 417-18 (3d Cir.

1988), etc. or like any other creditor/debtor relationships described in any other series of cases discussed by Defendant. Because The Rogich Trust was not a party or creditor in the bankruptcy proceeding, it could not fulfill the requirements for claim preclusion to apply: (1) the same parties or their privies are involved in both cases, (2) a valid final judgment has been entered, and (3) the subsequent action is based on the same claims or any part of them that were or could have been brought in the first case. *See Five Star Capital Corp. v. Ruby*, 124 Nev. 1048, 1056-57, 194 P.3d 709, 714 (2008). Without any reasonable supporting argument, Defendant's claim that a non-creditor is a party in privity must fail. Additionally and as stated herein, Plaintiffs reserved the right to collect the amount listed, in its bankruptcy petition that were made public and which his attorneys were aware, as due against The Rogich Trust.

Defendant basically wants this Court to make the legal leap to conclude that a debtor that designates it is owed a debt by a non-creditor, waives the opportunity to collect the debt if the litigation is not initiated prior to plan confirmation. No case law supports this theory. As the court discussed in *Oneida,* disclosure of a possible claim is important to a bank as an adversary and a creditor However, The Rogich Trust does not qualify as a creditor, nor did it, during the bankruptcy proceedings. *See Oneida Motor Freight, Inc.*, 848 F.2d at 417-18. Furthermore, Defendant cannot show how they have been prejudiced by the initiation of these reserved claims outside of a bankruptcy adversary case, or how this resulted in an unfair advantage. *See Ah Quin*, 733 F.3d at 271. In addition, the case of *Kelly* and other cases which supposedly stand for the proposition that a blanket reservation of rights is inapplicable, were only a few sentences long. In contrast to this matter, the Confirmation Order and Plan spoke at length as to the rights reserved by the Debtors, the causes of action reserved, and their precise definition were far lengthier and descriptive than a paltry few paragraphs, as seen above. Again though, Defendant cannot draw a parallel to the claim as analogous case law, because the Rogich Trust

was not and is not a creditor, and in addition, Plaintiffs' bankruptcy counsel described, at length, the causes of action which were reserved. Such reservation, according to the Bankruptcy Court Confirmation Order, plainly invalidates any preclusive theory which Defendant now asserts is relevant. As Defendant cannot claim that a non-creditor is afforded preclusive effect, Defendant's request for partial summary judgment must be denied. Furthermore, any determination as to the integrity of the reservation of rights of the Plaintiffs is a matter which should be addressed by the Bankruptcy Court itself.

B. DEFENDANT HAS BEEN AWARE OF THE BANKRUPTCY PROCEEDINGS SINCE THEIR INCEPTION AND WAIVED THEIR RIGHT TO FILE A MOTION FOR PARTIAL SUMARY JUDGMENT BASED ON THE ALLEGED PRECLUSIVE EFFECT OF THE CONFIRMATION ORDER BY WAITING OVER ONE YEAR AFTER THAT ORDER WAS FILED.

Defendant and its counsel have been aware and privy to the mailings of the Plaintiffs' bankruptcy proceedings since they were first initiated, yet waited for over a year, post Confirmation Order, to seek dismissal of this case. In *Nevada Yellow Cab Corp. v. Eighth Judicial Dist. Court ex rel. Cnty. of Clark*, 123 Nev. 44, 52, 152 P.3d 737, 742 (2007) the party immediately advised opposing counsel of an attorney conflict. *Id.* at 49. However, in the meantime the parties attended mediation, and after two years settlement negotiations broke down. *Id.* After that time the party sought disqualification of the adverse firm, though the adverse party contended that they waived the right to seek disqualification. *Id.* In affirming the trial court's decision that a waiver had not been evidenced. the Nevada Supreme Court stated that "Waiver requires the intentional relinquishment of a known right. If intent is to be inferred from conduct, the conduct must clearly indicate the party's intention." *Id.* The conduct of the party must be so inconsistent with the intent to seek disqualification that it is reasonable to believe the right has been waived. *Id.* Delay alone is not grounds for waiver. *Id.*

In this matter, Defendant has waived its right to file this 11th hour dismissal, which is based on a

Confirmation Order it knew about last July 2013 and correspondence, from Plaintiff's counsel that Plaintiff expected The Rogich Trust to pay its debt and this correspondence was received, by Defendant's counsel, several months prior to confirmation. Unlike the case of *Nevada Yellow Cab,* Defendant sat on his rights to seek the dismissal following the entry of the Confirmation Order; the filing of the instant motion is the first time that Defendant has raised the issues of judicial estoppel or claim preclusion. The conduct of Defendant has shown that they have litigated this case and participated extensively in discovery, which conduct clearly indicates Defendant's intention to litigate this matter and not seek dismissal based on a long since passed event. *See Nevada Yellow Cab*, 123 Nev. at 49. Defendant cannot claim that it did not waive the right to seek dismissal as this is undisputedly the first instance where the Defendant has raised this issue. As Defendant's conduct is inconsistent with the fact that Defendant has willingly litigated this matter and waived the claimed right of dismissal, Defendant's actions constitute waiver. *See Id.*

IV.

COUNTERMOTION FOR PARTIAL SUMMARY JUDGMENT

A. PLAINTIFFS CARLOS HUERTA AND GO GLOBAL ARE ENTITLED TO PARTIAL SUMMARY JUDGMENT FOR $383,328.96 PLUS ATTORNEY'S FEES AND COSTS BECAUSE THE ROGICH TRUST ADMITTEDLY RECEIVED $682,080 WHEREBY UNDER THE PURCHASE AGREEMENT, PLAINTIFFS ARE ENTITLED TO THEIR PERCENTAGE SHARE.

This Countermotion for Partial Summary Judgment is based upon the same facts and the partial summary judgment standards as asserted above. Mr. Rogich plainly admitted that his trust received $682,080 for his percentage of interest of Eldorado Hills, LLC on January 1, 2012. "[I]n the absence of ambiguity or other factual complexities," contract interpretation is a question of law that the district court may decide on summary judgment. *Ellison v. Cal. State Auto. Ass'n,* 106 Nev. 601, 603, 797 P.2d 975, 977 (1990). Whether a contract is ambiguous likewise presents a question of law. *Margrave v.*

Dermody Props., 110 Nev. 824, 827, 878 P.2d 291, 293 (1994). A contract is ambiguous if its terms may reasonably be interpreted in more than one way. *Anvui, LLC v. G.L. Dragon, LLC,* 123 Nev. 212, 215, 163 P.3d 405, 407 (2007). Ambiguity does not arise simply because the parties disagree on how to interpret their contract. *Parman v. Petricciani,* 70 Nev. 427, 430–32, 272 P.2d 492, 493–94 (1954) (concluding that summary judgment was appropriate because the interpretation offered by one party was unreasonable and, therefore, the contract contained no ambiguity), *abrogated on other grounds by Wood v. Safeway, Inc.,* 121 Nev. 724, 121 P.3d 1026 (2005). Rather, "an ambiguous contract is 'an agreement obscure in meaning, through indefiniteness of expression, or having a double meaning.' " *Hampton v. Ford Motor Co.,* 561 F.3d 709, 714 (7th Cir.2009) (quoting *Whiting Stoker Co. v. Chicago Stoker Corp.,* 171 F.2d 248, 251 (7th Cir.1948)).

In this matter, the parties entered into a valid agreement to purchase the interests of Plaintiffs, and when Defendant received a payment from the interests it retained, from the Plaintiffs in Eldorado Hills, such payment would be forthcoming. Exhibit J, Purchase Agreement dated October 24, 2008, Section 2. The language of the Membership Interest Assignment Agreement dated January 1, 2012 states that The Rogich 2004 Family Irrevocable Trust sold its 40% interest in Eldorado Hills for $682,080.00. As that agreement states:

> G. Rogich desires to transfer its forty (40%) ownership interest in Eldorado in exchange for the Consideration set forth below. ….
>
> 2. Consideration. Consideration to be tendered by Eliades to Rogich for the Membership Interest shall be the sum of $682,080.00.[8]

Exhibit I, pp. 1-2, EH000008 – 9; see also Huerta Declaration at ¶19.

As Mr. Rogich further admitted: (1) His trust borrowed $600,000 from Mr. Eliades to increase his interest from 35% to 40%; (2) At the time of the buyout of the Rogich trusts interest of 40% he gave

[8] This language omitted the additional property received by Mr. Rogich from the buyer/Eliades, which Plaintiff just found out, during Mr. Rogich's deposition on August 21, 2014.

a check to Mr. Eliades for $682,000.00; but (3) Mr. Eliades gave him a check for the same amount $682,080.00 back:

> Q. Did you receive any other payments from Eldorado Hills when you surrendered your interest other than the piece of property? ….
>
> Q. Did you ever receive $682,080 from Eliades?
>
> A. Yes….
>
> Q. So let me go over that in detail. At the time of the purchase in approximately 2008, he loaned $682,000 or so for Al Flangas' interest?
>
> A. For a portion of Al Flangas' stock. I moved mine from, I think, 33 to 40, and I may be getting some of this wrong, but the amount was $600,000 that I would have needed. He loaned me that money plus interest, which is where the 83,000 came in, and as part of this transaction to clear that up, he gave me a check for 683,000 and I gave him a check back for 683,000.

Exhibit J, pp. 2; 100:7-9, 14-16; 101:2-14; Huerta Declaration at ¶21.

As stated above, according to Mr. Rogich's testimony, he (or the Rogich Trust) received a loan from Mr. Eliades in an amount of approximately $600,000 in October of 2008. Later, upon Mr. Eliades' purchase of the Defendant's interest in Eldorado Hills, the Rogich Trust was paid $682,080.00 for its interest in the company. Mr. Rogich claims to have written a check back for the same amount, but that would only pay back the original loan and would not account for the additional $682,080.00 that the Rogich Trust received upon buyout of its interest.

Pursuant to the Purchase Agreement the Rogich Trust owes The Alexander Christopher Trust as assignee of Go Global 56.20% of $682,080 or $383,328.96. *See* Exhibit J. Furthermore, as the prevailing party this amount should include attorney's fees and costs as owes The Alexander Christopher Trust and Mr. Huerta are the prevailing party. Exhibit H, Section 7(d). Therefore, partial summary judgment against The Rogich Family Irrevocable Trust for $383,328.96, plus attorney's fees and costs, is appropriate. As the agreements are not ambiguous, or subject to contrary interpretation,

especially considering Mr. Rogich plain admissions, partial summary judgment is appropriate in the amount of at least $383,328.96 plus attorney's fees and costs. See *Hampton v. Ford Motor Co.,* 561 F.3d at 714.

III.

CONCLUSION

WHEREFORE, based on the foregoing, Plaintiffs respectfully request that Defendants' Motion for Partial Summary Judgment be denied as the Confirmation Order only allows the Bankruptcy Court to interpret its terms. Defendant was not a creditor during the bankruptcy proceedings and therefore could not been in privity of interest, thus negating any preclusive principles, Plaintiffs properly reserved their rights to file the complaint in this matter, whereby Defendant's failure to seek dismissal, based on judicial estoppels and claim preclusion for over a year, constitutes a waiver and the implication of these principles requires that this Court act in equity. In equity, Defendant's motion cannot be granted.

Furthermore, Plaintiffs Carlos Huerta and Go Global respectfully request that partial summary judgment be entered in their favor for $383,328.96, plus attorney's fees and costs, as Defendant admitted to profiting from the interests it sold from The Rogich Family Trust, as it was allowed to do, in conformity with the agreement between the parties, so long as it paid Plaintiff as promised. When Defendant concealed this from the Plaintiff, until this litigation, it violated the agreement, in black and white.

DATED this 25th day of August, 2014.

McDONALD LAW OFFICES, PLLC

By: /s/ Brandon B. McDonald
Brandon B. McDonald, Esq.
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CERTIFICATE OF SERVICE

I hereby certify that on the 25th day of August, 2014, I served a copy of the foregoing **PLAINTIFF'S OPPOSITION TO DEFENDANTS' MOTION FOR PARTIAL SUMMARY JUDGMENT AND COUNTER-MOTION FOR PARTIAL SUMMARY JUDGMENT** upon each of the parties via Odyssey E-Filing System pursuant to NRCP 5(b)(2)(D) and EDCR 8.05 to:

McDonald Law Offices, PLLC
Brandon McDonald brandon@mcdonaldlawyers.com
Charles Barnabi charlesbarnabi@gmail.com

and by first class mail to the following, who were not identified on the Court's electronic filing system:

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EXHIBIT A

DECL
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Attorneys for Plaintiffs

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. No.: XXVII

DECLARATION OF CARLOS A. HUERTA IN SUPPORT OF PLAINTIFF'S OPPOSITION TO DEFENDANTS' MOTION FOR PARTIAL SUMMARY JUDGMENT AND COUNTER-MOTION FOR PARTIAL SUMMARY JUDGMENT

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

CARLOS A. 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 an individual plaintiff, principal of Go Global, Inc. ("Go Global") and Trustee of The Alexander Christopher Trust. I make this declaration in support of the above-captioned Plaintiffs' Opposition to Defendants' Motion for Partial Summary Judgment and Counter-Motion for Partial Summary Judgment (the "Opposition").

2. On March 23, 2010 Go Global, Inc. and I, as its sole owner of stock, filed for Chapter 11 bankruptcy relief. See Voluntary Petition for Go Global, Inc. and Carlos Huerta, respectively attached herein as Exhibits B and C.

2. Schedule B of Go Global's bankruptcy petition stated that Sig Rogich owed Go Global $2,747,729.50 as an account receivable. See Schedule B of bankruptcy petition attached herein as Exhibit D; Exhibit 5 of Defendant's Motion for Partial Summary Judgment.

3. On March 24, 2010 Lionel Sawyer & Collins ("Lionel") entered an appearance in the bankruptcy matter on behalf of another client, Hugo Paulson. Notice of Appearance, Request for Matrix Entry and Request for Service of all Notices and Documents, attached herein as Exhibit E.

4. From March 24, 2010 to the present Lionel continued to receive service of pleadings and documents filed in the bankruptcy cases of Go Global and myself. In re: Go Global, Chapter 11 (Jointly Administered), United States Bankruptcy Court, District of Nevada, Case No. BK-S-10-14804-BAM, Mailing Matrix dated August 20, 2014, attached herein as Exhibit F. Mr. Sam Lionel also personally receives notices from Go Global and the other jointly administered cases, as indicated on the mailing matrix "THE LIONEL FOUNDATION c/o SAMUEL S. LIONEL 300 SOUTH FOURTH STREET, SUITE 1700 LAS VEGAS, NV 89101-6000." *Id.* at p. 2. Lionel has, therefore, been apprised of all the filings submitted in these collective bankruptcy cases from their outset.

5. Through substantial efforts from myself and my attorneys, Go Global and Carlos Huerta were successful in reorganizing the businesses and debts. Order Confirming Third Amended Joint

Chapter 11 Plan of Reorganization of Go Global, Inc., Carlos and Christine Huerta, Charleston Falls, LLC and HPCH, LLC, dated July 30, 2013, attached herein as Exhibit G[1]. Mr. Lionel was personally involved in the confirmation of the Chapter 11 Plan as he and I had entered into a "Stipulation Resolving the Claim of The Lionel Foundation between the Debtors and The Lionel Foundation, Docket No. 501 (the "Lionel Foundation Stipulation")." Exhibit G, p. 2:21-23[2].

6. During the course of the bankruptcy proceedings, Mr. Rogich, his Trust, nor Eldorado Hills, LLC submitted a proof of claim in those proceedings though they were well aware of the fact that those proceedings were transpiring.

7. The Order confirming the plan of reorganization provided several instructive definitions, reserved rights and most importantly determined that the Bankruptcy Court would retain jurisdiction of the interpretation of the Order. *See generally* Exhibit G.

8. According to the Confirmation Order the Plan of Reorganization (the "Plan") "shall be binding upon and inure to the benefit of (i) the Debtors and their respective successors and assigns, …" Exhibit G, p. 6: 24-27.

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[1] The Third Amended Joint Plan of Reorganization for the Debtors is attached to the Order confirming the Plan (the "Confirmation Order") as Exhibit A. See Exhibit G. Defendant has also submitted what Mr. Lionel has affirmed as "a true and correct copy" of the Confirmation Order as Exhibit 13. As Mr. Lionel was a personal party to the Confirmation through his foundation, The Lionel Foundation, and through his firm's representation of Mr. Rogich in *Antonio Nevada, LLC v. Sigmund Rogich, et al.*, Eighth Judicial Court Case No. A-653807 (the "Antonio Nevada case")(which complaint was filed on December 27, 2011), which matter involved the same subject real property owned by Eldorado Hills, LLC, which Mr. Huerta was deposed, Lionel has been intimately familiar with the financial affairs and bankruptcy proceedings of Mr. Huerta and Go Global. Mr. Lionel, in the Antonio Nevada, case also produced over a hundred pages of documents from Mr. Huerta's and Go Global's bankruptcy case which they were personally served as the firm had entered an appearance in the matter, due to Mr. Lionel's personal involvement.

[2] The Confirmation Order also stated "The Paulson and NSB Stipulation (Docket No. 500) and the Lionel Foundation Stipulation (Docket No. 501) are each approved." Exhibit G, p. 6:18-20.

9. The Bankruptcy Court also retained exclusive jurisdiction in all matters pertaining to the Plan and its interpretation. As the Confirmation Order and Plan unequivocally state:

> 30. From and after the Effective Date, this Court shall retain and have exclusive jurisdiction of all matters arising out of this Chapter 11 case pursuant to, and for purposes of, subsection 105(a) and section 1142 of the Bankruptcy Code, including without limitation, jurisdiction over the matters set forth in the Plan, which is incorporated herein by reference, as if set forth *in extenso*. …
>
> ARTICLE XII.
> RETENTION OF JURISDICTION
> Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court shall, after the Effective Date, retain such jurisdiction over the Chapter 11 Cases and all Entities with respect to all matters related to the Chapter 11 cases, the Debtors and the Plan are legally permissible including, without limitation, jurisdiction to: …
>
> 4. resolve any issues related to any matters adjudicated in the Chapter 11 Cases;
> …
> 6. decide or resolve any motions, adversary proceedings, contested or litigated matters and any other Causes of Action that are pending as of the Effective Date or that may be commenced in the future, and grant or deny any applications involving Debtors that may be pending on the Effective Date or instituted by the Reorganized Debtors after the Effective Date, provided that the Reorganized Debtors shall reserve the right to commence actions in all appropriate forums and jurisdictions;…
> 8. resolve any cases, controversies, suits or disputes that may arise in connection with the Consummation, **interpretation or enforcement of the Plan or any Entity's obligations incurred in connection with the Plan**; …

Exhibit G, p. 14:8-14 (Confirmation Order); Plan, pp. 28-29 [Emphasis Added].

10. Therefore based on the plain language of the Confirmation Order and the Plan, only the Bankruptcy Court is permitted to interpret the effects of the Confirmation Order and the Plan.

11. The Plan also defines the terms “causes of action” and “claims”:

> 14. "Causes of Action" means all actions, 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. ….
>
> 16. "Claim" means any claim against the Debtors as defined in section 101(5) of the Bankruptcy Code.

Exhibit G, p. 14:8-14 (Confirmation Order); Plan, pp. 28-29 [Emphasis Added].

12. 11 U.S.C. § 101(5) defines "claim" as:

> (A) right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured; or
>
> (B) right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured.

Id.

13. The Plaintiffs' right to seek repayment of the Rogich "claim" as mentioned in the bankruptcy petition of Go Global is the enforcement of a right of repayment which was expressly memorialized in the Purchase Agreement, and permissible under the Confirmation Order and Plan as those rights were preserved. The Plan also negated the allowance of any party by which Plaintiffs had a "cause of action" to assert the doctrines of judicial estoppel and claim preclusion. Furthermore, Plaintiffs or their assigns were permitted and are permitted to litigate their causes of action in any suitable forum. As the Confirmation and Plan expressed at length:

> B. Preservation of Rights of Action
>
> 1. Maintenance of Causes of Action
>
> Except as otherwise provided in the Plan or Confirmation Order, after the Effective Date, **the Reorganized Debtors shall retain all rights to commence, pursue, litigate or settle, as appropriate, any and all Causes of Action**, including any litigation relating to the Paulson Group, whether existing as of the Commencement Date or thereafter arising, in any in any court or other tribunal including, without limitation, in an adversary proceeding Filed in the Chapter 11 Cases.

2. Preservation of All Causes of Action Not Expressly Settled or Released

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, including any litigation relating to the Paulson Group or the related State Court litigation involving Serl Keefer and/or the arbitration with Nevada State Bank, etc.) 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, or any other Final Order (including, without limitation, the Confirmation Order).** In addition, the Debtors and the Reorganized Debtors expressly reserve the right to pursue or adopt any claims alleged in any lawsuit in which the Debtors is a plaintiff, defendant or an interested party, against any Entity, including, without limitation, any parties in such lawsuit.

Exhibit G, pp. 27-28 [Emphasis Added].

14. The Plan also again confirmed that all of these rights and reservations were attributable to our successors or assigns:

D. Successors and Assigns

The rights, benefits and obligations of any Entity named or referred to herein shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor or assign of such Entity.

Exhibit G, p. 29 (Plan).

The Alexander Christopher Trust is an assignee of Go Global and thus is entitled to the same rights and privileges under the Confirmation Order and Plan as Go Global. Under the Plan, any act or non-act did

not constitute a waiver of rights of Mr. Huerta and Go Global, and specifically did not bar the right of these Plaintiffs to seek compensation for their claim identified against the Rogich Trust:

> … Neither the filing of the Plan, any statement or provision contained herein, nor the taking of any action by the Debtors or any other Entity with respect to the Plan shall be or shall be deemed to be an admission or waiver of any rights of: (I) any Debtors with respect to the Holders of Claims or Equity Interests or other Entity; or (2) any Holder of a Claim or an Equity Interest or other Entity prior to the Effective Date.

Exhibit G, p. 30 (Plan).

Therefore under a plain reading of the Confirmation Order and Plan: (1) Only the Bankruptcy Court is permitted to interpret the Confirmation Order and Plan; (2) All "Causes of Action" were reserved; (3) Plaintiffs' were permitted to prosecute their "Causes of Action" in a forum of their choosing; (4) Such decision to prosecute this matter outside of a bankruptcy adversary proceeding was not subject to collateral attack by another party for which Plaintiffs may seek to adjudicate their rights through their arguing of judicial estoppel, claim preclusion, res judicata or any other legal argument in equity which would allegedly bar the Plaintiffs from pursuing this litigation, and (5) nor did the filing of this action constitute a waiver of any rights held by these same Plaintiffs. See ¶¶6-14 above.

15. In 2006, Huerta, Go Global and Rogich owned 100% of the membership interests of Eldorado Hills, LLC ("Eldorado").

16. In mid-2008 Mr. Rogich had begun discussions with another investor to invest into the project. This was done so with the help of Rogich Communications Group staffer Christopher M. Cole. Eventually, the investor would take the place of Go Global and Mr. Huerta, at Mr. Rogich's urging. Other investors, such as Eric Reitz, Craig Dunlap and Antonio Nevada would likewise be repaid the principal amounts they had provided to Eldorado or pursuant to other agreements.

17. On or about October 30, 2008, Huerta, Go Global and Mr. Rogich, through his family trust, entered into an agreement whereby my interests and Go Global's interests would be purchased by

Rogich for $2,747,729.50. Purchase Agreement, referred to as the "Agreement", attached herein as Exhibit H.

18. Pursuant to the Agreement, the $2,747,729.50 (the "debt") would be paid from "future distributions or proceeds … distributed to Buyer from Eldorado at the rate of 56.20% of such profits, as when and if received by Buyer from the Company [Eldorado Hills]". *Id.* at Exhibit H, Section 2(a). The Purchase Agreement also carries, with it, an attorney's fees and costs provision to the prevailing party. *Id.* at Section 7(d).

19. Pursuant to the Membership Interest Assignment Agreement dated January 1, 2012 The Rogich 2004 Family Irrevocable Trust sold its 40% interest in Eldorado Hills for $682.080.00. As that agreement states:

> G. Rogich desires to transfer its forty (40%) ownership interest in Eldorado in exchange for the Consideration set forth below. ….
>
> 2. Consideration. Consideration to be tendered by Eliades to Rogich for the Membership Interest shall be the sum of $682,080.00.

Exhibit I, pp. 1-2, EH000008 – 9.

20. Mr. Rogich's own deposition testimony also confirmed that he received the benefit of the $682,080.00[3], though he argued that supposedly this amount was subject a setoff by a prior loan.

21. As Mr. Rogich claimed: (1) His trust borrowed $600,000 from Mr. Eliades to increase his interest from 35% to 40%; (2) At the time of the buyout of the Rogich trusts interest equal to 40%,

---

[3] Mr. Rogich also confirmed in his deposition that he received "simultaneously" at the time of surrendering his interest, a piece of property which was not subject to any mortgage debt, from Mr. Eliades. Though this matter is not relative to the direct issue of whether Go Global was entitled to a portion of the $682.080.00, it is clear, based on Mr. Rogich's testimony that when he walked away from his interest he "walked into" the ownership of a property worth several million dollars, without paying Go Global any compensation for allowing his trust to use the $2.7MM of Go Global's capital account and interest which Go Global sold the Rogich Trust, in October 2008. Mr. Huerta was present, during Mr. Rogich's deposition, and can testify to these facts. Plaintiffs were only able to procure a draft copy of Mr. Rogich's deposition because it was just taken on August 21, 2014.

he gave a check to Mr. Eliades for $682,080.00; but (3) Mr. Eliades gave him a check for the same amount $682,080.00 back:

> Q. Did you receive any other payments from Eldorado Hills when you surrendered your interest other than the piece of property? ….
>
> Q. Did you ever receive $682,080 from Eliades?
>
> A. Yes….
>
> Q. So let me go over that in detail. At the time of the purchase in approximately 2008, he loaned $682,000 or so for Al Flangas' interest?
>
> A. For a portion of Al Flangas' stock. I moved mine from, I think, 33 to 40, and I may be getting some of this wrong, but the amount was $600,000 that I would have needed. He loaned me that money plus interest, which is where the 83,000 came in, and as part of this transaction to clear that up, he gave me a check for 683,000 and I gave him a check back for 683,000.

Exhibit J, pp. 2; 100:7-9, 14-16; 101:2-14.

22. Thus, even according to Mr. Rogich's own explanation of the $682,080 he received this amount twice from Mr. Eliades (or $1,364,160, or $1,282,080 if $600,000 was initially provided) and he provided in return to Mr. Eliades only $682,080. Therefore, under Mr. Rogich's own testimony he received a profit of $682,080 for the interest he held in Eldorado Hills which was derived from the interest he purchased from Go Global, under the Purchase Agreement of October 24, 2008. *See Id*[4].

24. Pursuant to the Purchase Agreement, the Rogich Trust owes The Alexander Christopher Trust, as assignee of Go Global, 56.20% of $682,080 or $383,328.96. *See* Exhibit J. Furthermore, as the prevailing party, this amount should include attorney's fees and costs. Exhibit H, Section 7(d).

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[4] In addition to the monetary payment described above, the Rogich Trust simultaneously accepted 4.09 acres of land (Assessor Parcel Number: 191-05-119-002), fronting the I-15 freeway, which value is believed to exceed $2,150,000.00. Mr. Rogich claimed that this land was worth less than $500,000.00, however in 2012. However, as the land sold for $2.18 million (in early 2010) when our Las Vegas real estate market had experienced one of the most precipitous and downward devaluations ever, Mr. Rogich's biased 2012 valuation cannot be given any credence, as the market had recovered considerably by 2012.

GG001306

I declare under penalty of perjury of the laws of the United States that these facts are true to the best of my knowledge and belief.

Dated this 25th day of August, 2014.

/s/ Carlos A. Huerta
Carlos A. Huerta

EXHIBIT B

B1 (Official Form 1)(1/08)

United States Bankruptcy Court
District of Nevada

Voluntary Petition

Name of Debtor (if individual, enter Last, First, Middle): **Go Global, Inc.**	Name of Joint Debtor (Spouse) (Last, First, Middle):
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names): **DBA Go Global Properties; DBA Go Global Commercial Real Estate**	All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all) **88-0432565**	Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all)
Street Address of Debtor (No. and Street, City, and State): **3060 E. Post Road #110** **Las Vegas, NV** ZIP Code **89120**	Street Address of Joint Debtor (No. and Street, City, and State): ZIP Code
County of Residence or of the Principal Place of Business: **Clark**	County of Residence or of the Principal Place of Business:
Mailing Address of Debtor (if different from street address): ZIP Code	Mailing Address of Joint Debtor (if different from street address): ZIP Code
Location of Principal Assets of Business Debtor (if different from street address above): **3060 E. Post Road #110** **Las Vegas, NV 89120**	

Type of Debtor
(Form of Organization)
(Check one box)

- ☐ Individual (includes Joint Debtors)
  See Exhibit D on page 2 of this form.
- ■ Corporation (includes LLC and LLP)
- ☐ Partnership
- ☐ Other (If debtor is not one of the above entities, check this box and state type of entity below.)

Nature of Business
(Check one box)

- ☐ Health Care Business
- ☐ Single Asset Real Estate as defined in 11 U.S.C. § 101 (51B)
- ☐ Railroad
- ☐ Stockbroker
- ☐ Commodity Broker
- ☐ Clearing Bank
- ■ Other

Tax-Exempt Entity
(Check box, if applicable)

- ☐ Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).

Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box)

- ☐ Chapter 7
- ☐ Chapter 9
- ■ Chapter 11
- ☐ Chapter 12
- ☐ Chapter 13
- ☐ Chapter 15 Petition for Recognition of a Foreign Main Proceeding
- ☐ Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding

Nature of Debts
(Check one box)

- ☐ Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose."
- ■ Debts are primarily business debts.

Filing Fee (Check one box)

- ■ Full Filing Fee attached
- ☐ Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A.
- ☐ Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.

Chapter 11 Debtors

Check one box:

- ☐ Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D).
- ■ Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D).

Check if:

- ☐ Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than $2,190,000.

Check all applicable boxes:

- ☐ A plan is being filed with this petition.
- ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).

Statistical/Administrative Information

- ■ Debtor estimates that funds will be available for distribution to unsecured creditors.
- ☐ Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.

THIS SPACE IS FOR COURT USE ONLY

Estimated Number of Creditors

■ 1-49	☐ 50-99	☐ 100-199	☐ 200-999	☐ 1,000-5,000	☐ 5,001-10,000	☐ 10,001-25,000	☐ 25,001-50,000	☐ 50,001-100,000	☐ OVER 100,000

Estimated Assets

■ $0 to $50,000	☐ $50,001 to $100,000	☐ $100,001 to $500,000	☐ $500,001 to $1 million	☐ $1,000,001 to $10 million	☐ $10,000,001 to $50 million	☐ $50,000,001 to $100 million	☐ $100,000,001 to $500 million	☐ $500,000,001 to $1 billion	☐ More than $1 billion

Estimated Liabilities

☐ $0 to $50,000	☐ $50,001 to $100,000	☐ $100,001 to $500,000	☐ $500,001 to $1 million	☐ $1,000,001 to $10 million	■ $10,000,001 to $50 million	☐ $50,000,001 to $100 million	☐ $100,000,001 to $500 million	☐ $500,000,001 to $1 billion	☐ More than $1 billion

Voluntary Petition *(This page must be completed and filed in every case)*	Name of Debtor(s): **Go Global, Inc.**	
All Prior Bankruptcy Cases Filed Within Last 8 Years (If more than two, attach additional sheet)		
Location Where Filed: **- None -**	Case Number:	Date Filed:
Location Where Filed:	Case Number:	Date Filed:
Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor (If more than one, attach additional sheet)		
Name of Debtor: **Carlos A. Huerta and Christine H. Huerta**	Case Number: **10-14456-bam**	Date Filed: **3/18/10**
District: **Nevada**	Relationship: **President**	Judge: **Bruce A. Markell**

Exhibit A

(To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.)

☐ Exhibit A is attached and made a part of this petition.

Exhibit B

(To be completed if debtor is an individual whose debts are primarily consumer debts.)

I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I delivered to the debtor the notice required by 11 U.S.C. §342(b).

X _____
Signature of Attorney for Debtor(s) (Date)

Exhibit C

Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?

☐ Yes, and Exhibit C is attached and made a part of this petition.

■ No.

Exhibit D

(To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.)

☐ Exhibit D completed and signed by the debtor is attached and made a part of this petition.

If this is a joint petition:

☐ Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.

Information Regarding the Debtor - Venue

(Check any applicable box)

■ Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.

■ There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.

☐ Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.

Certification by a Debtor Who Resides as a Tenant of Residential Property

(Check all applicable boxes)

☐ Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.)

_____
(Name of landlord that obtained judgment)

_____
(Address of landlord)

☐ Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and

☐ Debtor has included in this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.

☐ Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(l)).

Voluntary Petition

(This page must be completed and filed in every case)

Name of Debtor(s):
Go Global, Inc.

Signatures

Signature(s) of Debtor(s) (Individual/Joint)

I declare under penalty of perjury that the information provided in this petition is true and correct.
[If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7.
[If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. §342(b).

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X _____
Signature of Debtor

X _____
Signature of Joint Debtor

_____
Telephone Number (If not represented by attorney)

_____
Date

Signature of Attorney*

X **/s/ Samuel A. Schwartz. Esq.**
Signature of Attorney for Debtor(s)

Samuel A. Schwartz. Esq. 10985
Printed Name of Attorney for Debtor(s)

The Schwartz Law Firm
Firm Name

626 South Third Street
Las Vegas, NV 89101

Address

Email: sam@schwartzlawyers.com
(702) 385-5544 Fax: (702) 385-2741
Telephone Number

March 23, 2010
Date

*In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.

Signature of Debtor (Corporation/Partnership)

I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X **/s/ Carlos A. Huerta**
Signature of Authorized Individual

Carlos A. Huerta
Printed Name of Authorized Individual

President
Title of Authorized Individual

March 23, 2010
Date

Signature of a Foreign Representative

I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.

(Check only one box.)

☐ I request relief in accordance with chapter 15 of title 11. United States Code. Certified copies of the documents required by 11 U.S.C. §1515 are attached.

☐ Pursuant to 11 U.S.C. §1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.

X _____
Signature of Foreign Representative

_____
Printed Name of Foreign Representative

_____
Date

Signature of Non-Attorney Bankruptcy Petition Preparer

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19 is attached.

_____
Printed Name and title, if any, of Bankruptcy Petition Preparer

_____
Social-Security number (If the bankrutpcy petition preparer is not an individual, state the Social Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.)(Required by 11 U.S.C. § 110.)

_____
Address

X _____

_____
Date

Signature of Bankruptcy Petition Preparer or officer, principal, responsible person,or partner whose Social Security number is provided above.

Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual:

If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.

A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both 11 U.S.C. §110; 18 U.S.C. §156.

B4 (Official Form 4) (12/07)

United States Bankruptcy Court
District of Nevada

In re **Go Global, Inc.** Debtor(s)

Case No. _____

Chapter **11**

LIST OF CREDITORS HOLDING 20 LARGEST UNSECURED CLAIMS

Following is the list of the debtor's creditors holding the 20 largest unsecured claims. The list is prepared in accordance with Fed. R. Bankr. P. 1007(d) for filing in this chapter 11 [*or* chapter 9] case. The list does not include (1) persons who come within the definition of "insider" set forth in 11 U.S.C. § 101, or (2) secured creditors unless the value of the collateral is such that the unsecured deficiency places the creditor among the holders of the 20 largest unsecured claims. If a minor child is one of the creditors holding the 20 largest unsecured claims, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See 11 U.S.C. § 112; Fed. R. Bankr. P. 1007(m).

(1) *Name of creditor and complete mailing address including zip code*	(2) *Name, telephone number and complete mailing address, including zip code, of employee, agent, or department of creditor familiar with claim who may be contacted*	(3) *Nature of claim (trade debt, bank loan, government contract, etc.)*	(4) *Indicate if claim is contingent, unliquidated, disputed, or subject to setoff*	(5) *Amount of claim [if secured, also state value of security]*
American Express PO Box 0001 Los Angeles, CA 90096-0001	American Express PO Box 0001 Los Angeles, CA 90096-0001	Credit Card		3,000.00
Antonio Nevada, LLC 8880 W. Sunset Road 3rd Floor Las Vegas, NV 89148	Antonio Nevada, LLC 8880 W. Sunset Road 3rd Floor Las Vegas, NV 89148			3,800,000.00
Azure Seas, LLC 5024 E. Lafayette Blvd Phoenix, AZ 85018	Azure Seas, LLC 5024 E. Lafayette Blvd Phoenix, AZ 85018			806,000.00 (0.00 secured)
Bank Of America Po Box 26078 Greensboro, NC 27420	Bank Of America Po Box 26078 Greensboro, NC 27420	Credit Card		46,774.00
City National Bank P.O. Box 60938 Los Angeles, CA 90060-0938	City National Bank P.O. Box 60938 Los Angeles, CA 90060-0938			11,100,000.00 (0.00 secured)
Gordon & Silver 3960 Howard Hughes Pkwy 9th Floor Las Vegas, NV 89169	Gordon & Silver 3960 Howard Hughes Pkwy 9th Floor Las Vegas, NV 89169	Legal Fees		57,000.00
Hugo R. Paulson 5024 E. Lafayette Blvd. Phoenix, AZ 85018	Hugo R. Paulson 5024 E. Lafayette Blvd. Phoenix, AZ 85018			1,000,000.00
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B4 (Official Form 4) (12/07) - Cont.

In re **Go Global, Inc.** Case No. _____

Debtor(s)

LIST OF CREDITORS HOLDING 20 LARGEST UNSECURED CLAIMS

(Continuation Sheet)

(1) *Name of creditor and complete mailing address including zip code*	(2) *Name, telephone number and complete mailing address, including zip code, of employee, agent, or department of creditor familiar with claim who may be contacted*	(3) *Nature of claim (trade debt, bank loan, government contract, etc.)*	(4) *Indicate if claim is contingent, unliquidated, disputed, or subject to setoff*	(5) *Amount of claim [if secured, also state value of security]*
Zions Bank 401 N. Capital Idaho Falls, ID 83402	**Zions Bank 401 N. Capital Idaho Falls, ID 83402**			**617,763.00 (0.00 secured)**

DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF A CORPORATION OR PARTNERSHIP

I, the President of the corporation named as the debtor in this case, declare under penalty of perjury that I have read the foregoing list and that it is true and correct to the best of my information and belief.

Date **March 23, 2010** Signature **/s/ Carlos A. Huerta**

Carlos A. Huerta
President

Penalty for making a false statement or concealing property: Fine of up to $500,000 or imprisonment for up to 5 years or both. 18 U.S.C. §§ 152 and 3571.

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3060 E. Post Road #110
Las Vegas, NV 89120

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The Schwartz Law Firm
626 South Third Street
Las Vegas, NV 89101

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

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

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DPN 781
Philadelphia, PA 19114

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Reno, NV 89509

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401 N. Capital
Idaho Falls, ID 83402

EXHIBIT C

B1 (Official Form 1)(1/08)

United States Bankruptcy Court
District of Nevada

Voluntary Petition

Name of Debtor (if individual, enter Last, First, Middle): **Go Global, Inc.**	Name of Joint Debtor (Spouse) (Last, First, Middle):
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names): **DBA Go Global Properties; DBA Go Global Commercial Real Estate**	All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all) **88-0432565**	Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all)
Street Address of Debtor (No. and Street, City, and State): **3060 E. Post Road #110** **Las Vegas, NV** ZIP Code **89120**	Street Address of Joint Debtor (No. and Street, City, and State): ZIP Code
County of Residence or of the Principal Place of Business: **Clark**	County of Residence or of the Principal Place of Business:
Mailing Address of Debtor (if different from street address): ZIP Code	Mailing Address of Joint Debtor (if different from street address): ZIP Code
Location of Principal Assets of Business Debtor (if different from street address above):	**3060 E. Post Road #110** **Las Vegas, NV 89120**

Type of Debtor
(Form of Organization)
(Check one box)

- ☐ Individual (includes Joint Debtors)
  See Exhibit D on page 2 of this form.
- ■ Corporation (includes LLC and LLP)
- ☐ Partnership
- ☐ Other (If debtor is not one of the above entities, check this box and state type of entity below.)

Nature of Business
(Check one box)

- ☐ Health Care Business
- ☐ Single Asset Real Estate as defined in 11 U.S.C. § 101 (51B)
- ☐ Railroad
- ☐ Stockbroker
- ☐ Commodity Broker
- ☐ Clearing Bank
- ■ Other

Tax-Exempt Entity
(Check box, if applicable)

- ☐ Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).

Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box)

- ☐ Chapter 7
- ☐ Chapter 9
- ■ Chapter 11
- ☐ Chapter 12
- ☐ Chapter 13
- ☐ Chapter 15 Petition for Recognition of a Foreign Main Proceeding
- ☐ Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding

Nature of Debts
(Check one box)

- ☐ Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose."
- ■ Debts are primarily business debts.

Filing Fee (Check one box)

- ■ Full Filing Fee attached
- ☐ Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A.
- ☐ Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.

Check one box:

Chapter 11 Debtors

- ☐ Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D).
- ■ Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D).

Check if:

- ☐ Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than $2,190,000.

Check all applicable boxes:

- ☐ A plan is being filed with this petition.
- ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).

Statistical/Administrative Information

- ■ Debtor estimates that funds will be available for distribution to unsecured creditors.
- ☐ Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.

THIS SPACE IS FOR COURT USE ONLY

Estimated Number of Creditors

■ 1-49	☐ 50-99	☐ 100-199	☐ 200-999	☐ 1,000-5,000	☐ 5,001-10,000	☐ 10,001-25,000	☐ 25,001-50,000	☐ 50,001-100,000	☐ OVER 100,000

Estimated Assets

■ $0 to $50,000	☐ $50,001 to $100,000	☐ $100,001 to $500,000	☐ $500,001 to $1 million	☐ $1,000,001 to $10 million	☐ $10,000,001 to $50 million	☐ $50,000,001 to $100 million	☐ $100,000,001 to $500 million	☐ $500,000,001 to $1 billion	☐ More than $1 billion

Estimated Liabilities

☐ $0 to $50,000	☐ $50,001 to $100,000	☐ $100,001 to $500,000	☐ $500,001 to $1 million	☐ $1,000,001 to $10 million	■ $10,000,001 to $50 million	☐ $50,000,001 to $100 million	☐ $100,000,001 to $500 million	☐ $500,000,001 to $1 billion	☐ More than $1 billion

Voluntary Petition *(This page must be completed and filed in every case)*	Name of Debtor(s): **Go Global, Inc.**	
All Prior Bankruptcy Cases Filed Within Last 8 Years (If more than two, attach additional sheet)		
Location Where Filed: **- None -**	Case Number:	Date Filed:
Location Where Filed:	Case Number:	Date Filed:
Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor (If more than one, attach additional sheet)		
Name of Debtor: **Carlos A. Huerta and Christine H. Huerta**	Case Number: **10-14456-bam**	Date Filed: **3/18/10**
District: **Nevada**	Relationship: **President**	Judge: **Bruce A. Markell**

Exhibit A

(To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.)

☐ Exhibit A is attached and made a part of this petition.

Exhibit B

(To be completed if debtor is an individual whose debts are primarily consumer debts.)

I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I delivered to the debtor the notice required by 11 U.S.C. §342(b).

X _____
Signature of Attorney for Debtor(s) (Date)

Exhibit C

Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?

☐ Yes, and Exhibit C is attached and made a part of this petition.

■ No.

Exhibit D

(To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.)

☐ Exhibit D completed and signed by the debtor is attached and made a part of this petition.

If this is a joint petition:

☐ Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.

Information Regarding the Debtor - Venue

(Check any applicable box)

■ Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.

■ There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.

☐ Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.

Certification by a Debtor Who Resides as a Tenant of Residential Property

(Check all applicable boxes)

☐ Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.)

_____
(Name of landlord that obtained judgment)

_____
(Address of landlord)

☐ Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and

☐ Debtor has included in this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.

☐ Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(l)).

Voluntary Petition

(This page must be completed and filed in every case)

Name of Debtor(s):
Go Global, Inc.

Signatures

Signature(s) of Debtor(s) (Individual/Joint)

I declare under penalty of perjury that the information provided in this petition is true and correct.
[If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7.
[If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. §342(b).

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X _____
Signature of Debtor

X _____
Signature of Joint Debtor

_____
Telephone Number (If not represented by attorney)

_____
Date

Signature of Attorney*

X **/s/ Samuel A. Schwartz. Esq.**
Signature of Attorney for Debtor(s)

Samuel A. Schwartz. Esq. 10985
Printed Name of Attorney for Debtor(s)

The Schwartz Law Firm
Firm Name

626 South Third Street
Las Vegas, NV 89101

Address

Email: sam@schwartzlawyers.com
(702) 385-5544 Fax: (702) 385-2741
Telephone Number

March 23, 2010
Date

*In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.

Signature of Debtor (Corporation/Partnership)

I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X **/s/ Carlos A. Huerta**
Signature of Authorized Individual

Carlos A. Huerta
Printed Name of Authorized Individual

President
Title of Authorized Individual

March 23, 2010
Date

Signature of a Foreign Representative

I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.

(Check only one box.)

☐ I request relief in accordance with chapter 15 of title 11. United States Code. Certified copies of the documents required by 11 U.S.C. §1515 are attached.

☐ Pursuant to 11 U.S.C. §1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.

X _____
Signature of Foreign Representative

_____
Printed Name of Foreign Representative

_____
Date

Signature of Non-Attorney Bankruptcy Petition Preparer

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19 is attached.

_____
Printed Name and title, if any, of Bankruptcy Petition Preparer

_____
Social-Security number (If the bankrutpcy petition preparer is not an individual, state the Social Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.)(Required by 11 U.S.C. § 110.)

_____
Address

X _____

_____
Date

Signature of Bankruptcy Petition Preparer or officer, principal, responsible person,or partner whose Social Security number is provided above.

Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual:

If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.

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B4 (Official Form 4) (12/07)

United States Bankruptcy Court
District of Nevada

In re **Go Global, Inc.** Debtor(s)

Case No. _____

Chapter **11**

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Bank Of America Po Box 26078 Greensboro, NC 27420	Bank Of America Po Box 26078 Greensboro, NC 27420	Credit Card		46,774.00
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Nevada State Bank P.O. Box 990 Las Vegas, NV 89125	Nevada State Bank P.O. Box 990 Las Vegas, NV 89125			639,236.00
One Cap Financial 5440 W. Sahara Avenue 3rd Floor Las Vegas, NV 89145	One Cap Financial 5440 W. Sahara Avenue 3rd Floor Las Vegas, NV 89145	Real Estate Loan		4,100,000.00 (0.00 secured)

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B4 (Official Form 4) (12/07) - Cont.

In re **Go Global, Inc.** Case No. _____

Debtor(s)

LIST OF CREDITORS HOLDING 20 LARGEST UNSECURED CLAIMS

(Continuation Sheet)

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Zions Bank 401 N. Capital Idaho Falls, ID 83402	**Zions Bank 401 N. Capital Idaho Falls, ID 83402**			**617,763.00 (0.00 secured)**

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President

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Reno, NV 89509

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

EXHIBIT D

B6B (Official Form 6B) (12/07) - Cont.

In re **Go Global, Inc.**, Debtor

Case No. **10-14804-BAM**

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

Type of Property	NONE	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
		The Villages, LLC 99.0% Interest	**-**	**50,000.00**
		War Admiral, LLC 18% Interest	**-**	**400,000.00**
		Pecan Street Plaza, LLC 15.9% Interest	**-**	**165,000.00**
		Greater Ashton, LLC 85% Interest	**-**	**1,176,000.00**
14. Interests in partnerships or joint ventures. Itemize.	X			
15. Government and corporate bonds and other negotiable and nonnegotiable instruments.	X			
16. Accounts receivable.		**John deVries/Gimme Sum Worldwide**	**-**	**3,111,041.00**
		Alex Maynard	**-**	**90,305.00**
		Thaddeus A Wier	**-**	**127,834.00**
		Daniel DeARmas	**-**	**237,945.00**
		Moses Johnson	**-**	**48,129.00**
		Sig Rogich	**-**	**2,747,729.50**
		IRS	**-**	**300,000.00**
17. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	X			
18. Other liquidated debts owed to debtor including tax refunds. Give particulars.	X			
19. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule A - Real Property.	X			

Sub-Total > **8,453,983.50**
(Total of this page)

Sheet **2** of **4** continuation sheets attached to the Schedule of Personal Property

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EXHIBIT E

Jennifer A. Smith
jsmith@lionelsawyer.com
Nevada Bar No. 610
LIONEL SAWYER & COLLINS
1100 Bank of America Plaza
50 West Liberty Street
Reno, Nevada 89501
(775) 788-8624 (Telephone)
(775) 788-8682 (Fax)

Attorneys for Creditor Hugo Paulson

Electronically Filed March 24, 2010

UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF NEVADA

In re: GO GLOBAL, INC., Debtor.	**Case No.: BK-N-10-14804-LBR** **Chapter 11** **NOTICE OF APPEARANCE, REQUEST FOR MATRIX ENTRY AND REQUEST FOR SERVICE OF ALL NOTICES AND DOCUMENTS**

To: Clerk of the Court
United States Bankruptcy Court
District of Nevada

PLEASE enter the appearance of Jennifer A. Smith of the firm of Lionel Sawyer & Collins, pursuant to Rule 9010(b) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") as attorneys for creditor Hugo Paulson. As parties in interest and, pursuant to Bankruptcy Rule 2002 and §1109(b) of the Bankruptcy Code 11 U.S.C. §§ 101-1330 (the "Bankruptcy Code"), Hugo Paulson requests that all notices given or required to be given in this case be given to and served upon the undersigned at the following addresses:

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And that said address be added to the official addresses matrix maintained in this proceeding by the Clerk of the Court.

Please take further notice that pursuant to §1109(b) of the Bankruptcy Code, the

foregoing request includes not only the notices and appearance referred to in the Bankruptcy Rules but also includes, without limitation, notices of any application, motion, petition, pleading, request, complaint or demand, whether formal or informal, which affects or seeks to affect in any way the rights or interest of parties in interest in this case.

This Notice of Appearance Request for Matrix Entry and Request for Service of all Notices and Documents shall not be deemed or construed to be a waiver of any rights (1) to have final orders in noncore matters entered only after de novo review by a District Court Judge, (2) to trial by jury in any proceeding so triable in this case or any case, controversy or proceeding related to this case, (3) to have the District Court withdraw the reference in any matter subject to mandatory or discretionary withdrawal, or (4) or any other rights, claims, actions, setoffs or recoupments which may be entitled, in law or in equity. All of these rights, claims, actions, defenses, setoffs and recoupments are expressly reserved.

Dated this 24th day of March, 2010.

LIONEL SAWYER & COLLINS

By: /s/ Jennifer A. Smith
Jennifer A. Smith

Attorneys for Hugo Paulson

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EXHIBIT F

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0978-2
Case 10-14804-led
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IN THE SUPREME COURT OF THE STATE OF NEVADA

CARLOS A. HUERTA, AN INDIVIDUAL; AND GO GLOBAL, A NEVADA CORPORATION, Appellants, vs. SIGMUND ROGICH aka SIG ROGICH, AS TRUSTEE OF THE ROGICH FAMILY IRREVOCABLE TRUST; ELDORADO HILLS, LLC, A Nevada limited liability company, Respondents	Case No.: 70492	Electronically Filed Jan 06 2017 08:13 a.m. Elizabeth A. Brown Clerk of Supreme Court

APPELLANTS' APPENDIX VOL II FOR OPENING BRIEF

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Docket 70492 Document 2017-00446

CERTIFICATE OF SERVICE

I hereby certify that the foregoing **APPELLANTS' APPENDIX VOL II FOR OPENING BRIEF** was filed electronically with the Nevada Supreme Court on the 5th day of January, 2017.

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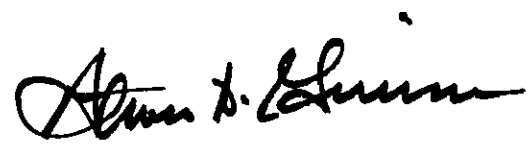

CLERK OF THE COURT

TRAN

EIGHTH JUDICIAL DISTRICT COURT
CIVIL/CRIMINAL DIVISION
CLARK COUNTY, NEVADA

CARLOS HUERTA, et al,	)	CASE NO. A-13-686303
	)	
Plaintiffs,	)	DEPT. NO. XXVII
	)	
vs.	)	
	)	
ELDORADO HILLS, LLC,	)	
	)	
Defendant,	)	
	)	
and all related parties and actions.	)	

BEFORE THE HONORABLE NANCY ALLF, DISTRICT COURT JUDGE

WEDNESDAY, APRIL 20, 2016

TRANSCRIPT RE:
PLAINTIFFS' MOTION FOR RECONSIDERATION OR RELIEF
FROM ORDER GRANTING MOTION FOR PARTIAL SUMMARY JUDGMENT

APPEARANCES:

For the Plaintiffs:	SAMUEL A. SCHWARTZ, ESQ.
For the Rogich Family Irrevocable Trust:	SAMUEL S. LIONEL, ESQ.
ALSO PRESENT:	CARLOS HUERTA SIG ROGICH

RECORDED BY: Traci Rawlinson, Court Recorder

CLARK COUNTY, NEVADA WEDNESDAY, APRIL 20, 2016

PROCEEDINGS

(PROCEEDINGS BEGAN AT 10:55 A.M.)

THE COURT: Are all parties here now on Huerta versus Eldorado Hills?

MR. SCHWARTZ: We are. Yes, Your Honor.

THE COURT: Appearances, please, starting first with the plaintiff.

MR. SCHWARTZ: Thank you, Your Honor. Sam Schwartz on behalf of the plaintiffs. Mr. Huerta is also here on behalf of Go Global, Your Honor.

THE COURT: Thank you. And welcome.

MR. SCHWARTZ: Thank you.

MR. LIONEL: Sam Lionel representing the Rogich Family Irrevocable Trust.

THE COURT: Thank you. And with you? And with you, sir?

MR. ROGICH: Sig Rogich.

MR. LIONEL: Mr. Rogich.

THE COURT: Thank you and welcome.

MR. ROGICH: Thank you.

THE COURT: This is the plaintiffs' motion for reconsideration. Has there been a new substitution of attorneys back to you, Mr. Schwartz?

MR. SCHWARTZ: Your Honor, we represent Go Global. And yes, there was a substitution --

THE COURT: Okay.

MR. SCHWARTZ: -- of us in place for the trust, which was the Christopher Alexander Trust --

THE COURT: Okay.

MR. SCHWARTZ: -- which now has assigned its claims back to Go Global and Go Global is here standing in those shoes.

THE COURT: I see. Okay.

MR. SCHWARTZ: First, Your Honor, thank you for giving us time today for oral argument.

THE COURT: You know, I normally do motions to reconsider in chambers and decide whether or not they should be reargued, but I think there was a request here for oral argument so I granted it.

MR. SCHWARTZ: It was ours, Your Honor, yes.

THE COURT: Yeah.

MR. SCHWARTZ: So I was first thanking you for giving us an opportunity to argue orally. Second, I think it make sense to just do a little bit of a history lesson quickly just to refresh our memories on how we got here because I was looking at your --

THE COURT: I had to look at the whole case yesterday, so.

MR. SCHWARTZ: Your Honor, if you recall, your order was November of 2014, so we're almost -- just about a year and a half out from when that order was entered. So if the Court recalls, this is an action for breach of contract. Mr. Rogich on behalf of his trust and Mr. Huerta on behalf of Go Global had originally signed a contract in which Mr. Rogich's trust had agreed to pay almost 2.8 million to Mr. Huerta upon the disposition of some real property, and the argument in the complaint that that property has been transferred and disposed so that money is now due and owing, and that's essentially what that breach of contract claim or claims were all about. Subsequently, during the course of that case an argument was raised on --

well, to back up, sorry, Your Honor, there were a couple of things. One, there was a plaintiff, Nanyah Vegas. The Court may know they had a claim --

THE COURT: Right.

MR. SCHWARTZ: -- for fraudulent transfer.

THE COURT: And my ruling, subsequent ruling, and that's been reversed and remanded --

MR. SCHWARTZ: Correct, Your Honor.

THE COURT: -- to be determined here.

MR. SCHWARTZ: Correct. So that's here.

THE COURT: Right.

MR. SCHWARTZ: So that case has been reversed back. And there was a request for rehearing that was denied, if the Court has seen that as well, so that's fully back. That's important and that will dovetail into the argument. So that was one component. Later, while the parties were litigating, a motion for summary judgment was brought on a basis that Go Global's disclosure statement in its Chapter 11 case did not discuss these related actions that we're talking about today, and you and I had quite a discussion about that, I recall, at the summary judgment hearing about the standards and what was to be required.

To bring that down to its essence because I think it's still important today, my view of that today was that there was no need to disclose those particular claims in the litigation in the disclosure statement because Mr. Rogich or his trust, none of his entities were creditors. So on that part generally speaking the issue of disclosure statements is you don't want to tell creditors -- ask them to vote on a plan without telling them they may be defendants in litigation as part of that voting

process. They need to understand that they could be sued if they vote for a plan to be confirmed.

THE COURT: Right. See, I'm still troubled by the fact that a full disclosure of assets wasn't made in the disclosure statements and the numerous amendments to them.

MR. SCHWARTZ: I think there were, Your Honor. I think this claim was listed in the schedules. The disclosure statement captured all of the schedules, transferred all the claims, rights and interest that were in the schedules all the way to Mr. Huerta. Mr. Rogich had notice of the case, received notice of documents, admits in deposition or at least his chief financial officer admitted they're not creditors, didn't participate in the case. So I would disagree with you, Your Honor. I think that all those assets were disclosed and were all transferred to the reorganized debtors.

There's a question then of whether this litigation gave rise to a disclosure requirement at that level, and we can come back to that, but I think in this particular instance generally the cases if you read them talk about you can't tell a creditor to vote for a plan when you plan to sue them later. They need to understand what their rights are. Mr. Rogich didn't have that concern. He wasn't getting paid through the plan.

THE COURT: He wasn't a creditor.

MR. SCHWARTZ: Right.

THE COURT: Right.

MR. SCHWARTZ: Agreed. So --

THE COURT: But it's the other creditors.

MR. SCHWARTZ: Well, Your Honor, so then let's touch on that. So what's new today, what's changed? Mr. Huerta has paid all of his creditors in full now.

THE COURT: Well, actually what I saw in your papers was allowed claims and that was qualifying language that I didn't understand because I couldn't tell from the papers if some claims were disallowed. The whole point of a disclosure statement is if creditors thought these were the assets, this is all I can get, they vote; well, if there might have been more, they might have been entitled to more. And they're entitled to interest before revesting. There are all kinds of considerations.

MR. SCHWARTZ: Well, to back up, Your Honor, we've also highlighted -- I think it's the last thing. That's really an issue for --

THE COURT: Well, you attach those affidavits and the paperwork from the bankruptcy seeking the closing order. I saw that.

MR. SCHWARTZ: Correct, Your Honor. So all -- we say allowed claims. There were some duplicate claims, for example. We had a dispute with Nevada State Bank. We had liquidated a piece of property and paid them. They credited to the wrong account.

THE COURT: Right. And see, none of that is in the paperwork here.

MR. SCHWARTZ: But that's not relevant, Your Honor, I don't think. So from the standpoint of --

THE COURT: Why not? Because how did creditors know what the assets were when they voted for that plan?

MR. SCHWARTZ: Your Honor, the plan was a hundred percent payment of all claims. And of course they would always be allowed claims because of that duplicate claim issue that I was mentioning, but after that all claims have been paid

in full. There are secured claims that have their collateral, for example. All allowed unsecured claims were paid. So the question is were people impaired and harmed by some issue of a failure to disclose a claim? And we talk about the Glazier case from New York. I'm sure you saw that, that talks about that level of what is the harm and where does it go.

So back to the top, I think when we sit here there's no counter-evidence that all claims were not paid in full. You have declarations from me and Mr. Huerta. You have the motion to close the case. You have the plan itself which called -- which was earlier on that said payment of everyone in full upon the collection from separate assets in other litigation. That's all been done. So we've also cited for you the (indiscernible) progeny level of cases that talk about in hundred percent plans where claims were not impaired, you actually don't even need any disclosure.

So I think the bigger point today as we talk about reconsideration on that factual basis is that now if we talk about who was harmed, unless the Court wants to have an evidentiary hearing, and I don't think this is the right place for that, but unless the Court wanted to have an evidentiary hearing on were all creditors paid in full and based on that determination, well, now I think if the Court were to come to that conclusion that all creditors were in fact paid in full, then we'd be standing here as if the bankruptcy never happened because at that point Mr. Huerta, Go Global and the trust would be sitting here as if they didn't have that bankruptcy issue behind them. Because their creditors were paid in full, no one was harmed. There's no evidence of any impairment or any issues in terms of what was or was not disclosed, it's now been resolved because the creditors were paid.

So I think as we sit here that issue, if the Court is satisfied with the evidence, or if it wants more then maybe we need an evidentiary hearing, that all creditors were paid in full, I think that upends the decision on summary judgment that was made back in November of 2014, that the issue of whether creditors were harmed or impaired is no longer relevant because they were paid. So I think that's one.

Two, when you talk about the Nanyah Vegas claim then coming back, there are a couple, three ways I think we get to reconsideration here. First is Rule 54. If the Court believes the remand of Nanyah Vegas claim brings this action -- makes the summary judgment ruling against the trust interlocutory, well, then we're here under Rule 54 and the Rule 54 analysis is either clearly erroneous or new evidence. And we would submit to the Court that there certainly is new evidence the creditors were paid in full. I think we've raised a jurisdictional issue now in terms of the disclosure statement order and what that says. And we have to talk about I think at the end here, that's probably the last thing we rose or maybe the most important is that does this Court have jurisdiction to upend a disclosure statement order from the bankruptcy court that says there was sufficient information. At that point, really, should the trust have been, the Rogich trust been in front of the bankruptcy court making those arguments, not in front of this one? So that's 54.

If the Court is inclined to determine that the summary judgment order against Mr. Huerta's trust was a final order, then we're back in front of a Rule 60(b), which then now we're in front of either similar standards, new evidence, erroneous, manifest justice should allow us to go forward. And the manifest justice component, Your Honor, I think is critical because I don't believe these claims against the trust

for what is roughly 2.8 million dollars were ever litigated on their merits. We never got there. And so as we sit here today, we actually -- for judicial economy purposes, we're actually in a good place. The Nanyah Vegas claims are back. Mr. Huerta has paid his creditors in full. We're in a good position now where we can say, okay, great, let's get to the merits of these claims. Let's get on with it. Let's get there and determine whether the trust in fact owes 2.8 million dollars, because really there's been I think a lot of dancing on this side of the room to argue, well, we just don't have to get to the merits, let's not go there, and at the end of the day I think that's where we should go. At the end of the day if we talk about manifest justice, let's get to that final point that you or the bankruptcy court, some judge can make a decision about whether there's merit to these claims. Let's have that out, let's get to those facts.

And then last, Your Honor, I think the jurisdictional issue is one that I wish I would have thought of when I was here the first time. And on that level I think if there's going to be an argument that the disclosure statement contained insufficient information, that argument needs to be lodged at the bankruptcy court level. So on that part for this Court to essentially I think not give full faith and credit to the bankruptcy court order that said the disclosure statement was sufficient is probably the wrong place for us to be. And in fact, it's a fairly straightforward answer for this Court to say, you know what, that's right, I actually shouldn't have ruled on that, that's not my order. If you wanted to argue that the disclosure statement was insufficient, you needed to go back to bankruptcy court, at that time Judge Markell and have Judge Markell agree with you that the disclosure statement was insufficient.

GG000556

So as we sit here, Your Honor, I think there are three ways forward. Nanyah Vegas is back, so either the order is interlocutory and you have the same similar standards. Or the order is final. Again, same standards. You know, it's clearly erroneous or manifest injustice. New evidence. We certainly have given you new evidence, Your Honor. So if the Court wants more evidence about all claims being paid in full, we certainly can do that. But other than shooting at the evidence, there's no evidence on the other side of the room that the parties have not been paid in full. A motion to close the case on that basis was done. The order has been entered. So around that there's been no one from the bankruptcy court who got notice of that argument and statement that all creditors were paid in full, no one from the bankruptcy court that said, wait a minute, you forgot about me or my claims weren't done. So around that, again, when you get to it, I don't think we need to.

And then that leaves us with the jurisdictional component, which I think can be used inside of either 54 or Rule 60 to say, whoops, that probably wasn't the right place for that order to be entered. And back to the top, justice says let's get to the bottom of these claims. And on that basis, Your Honor, we would ask that you reconsider your order and allow us to go forward.

THE COURT: Thank you, Mr. Schwartz.

Mr. Lionel.

MR. LIONEL: I thought this motion today was to reconsider. I find out it's to reargue. That was exactly what counsel was doing. He was telling Your Honor that let's go back and talk about what happened in November of 2014 and that there was no harm of any kind. And he said we've now paid the creditors and there's no harm.

When did they pay the creditors? He didn't tell you. They paid the creditors, if you could make out that date from their declarations, and they are very -- I believe -- I feel they are not competent -- it is on February 10th, and this motion was filed on February 22. So they just paid -- he said they paid the creditors. The evidence doesn't show that they paid them. And they come in here now and say, Judge, let's talk about what happened back in 2014. That cannot be done, Your Honor.

Let's talk about the partial summary judgment, the summary judgment that Your Honor awarded in November of '14. Your Honor said at that time that Mr. Huerta and his trust were judicially estopped from trying to prosecute the claim. Why? Because they did not disclose this purported claim that they have against the Rogich Trust. And there are legions of cases that say if you don't do that you are then judicially estopped from proceeding to try to prosecute such claims. That was the basis.

You had additional basis, Your Honor. If you recall, there was an affidavit. If I may, Your Honor, there was an affidavit of Mr. Huerta in which he said that everything in the disclosure statement was true and accurate. And as a matter of fact, when I submitted the findings to Your Honor, Your Honor inserted -- if I may, I'm looking at Exhibit 6 in opposition to this motion. Your Honor inserted the words -- may I go back a moment.

THE COURT: Go ahead. I'll pull it up at the same time.

MR. LIONEL: On June 18th, 2013, Carlos Huerta filed a declaration under oath that stated in paragraph 4 thereof in connection with the confirmation of the plan, I reviewed the plan as amended, the disclosure statement as amended and all related exhibits thereto. The statement in those documents are true and accurate.

And Your Honor inserted, "This declaration allowed Huerta and Go Global to confirm a Chapter 11 plan." It was fraudulent, Your Honor. The plan -- their plan was approved based on this fraudulent affidavit.

Subsequently, the summary judgment Your Honor awarded was appealed and the supreme court affirmed that appeal -- rather, affirmed the judgment, Your Honor. And I want to, if I may, I'm looking at the filed opinion dated June 26, 2015, which says, Order to Dismiss Appeal in Part. And it says, "In this case the order entered on November 5, 2014" -- Your Honor's order -- "with notice of entry of that order served on November 6, 2014, was a final appealable order."

Subsequently, twenty-one days after Your Honor's summary judgment, Mr. Huerta, after having transferred the interest of the Alexander Christopher Trust to Go Global, Go Global filed an action in the bankruptcy court twenty-two days after you granted summary judgment here seeking the same relief, that they didn't have to pay it -- excuse me, the same relief and they used the same claims. They had three claims before this Court, they wound up with six. They used the same three claims. They had a claim for conspiracy, they had a claim for breach of fiduciary duty and aiding and abetting fiduciary duty. In November of 2015, the bankruptcy judge in an oral ruling granted summary judgment with respect to that suit in the bankruptcy court, relying primarily on Five Star Capital Corporation v. Ruby, which I'm sure Your Honor is familiar with. There was also a motion to amend; that was denied.

On March 10th of 2016, the bankruptcy court issued a written order granting summary judgment on the basis of claim preclusion. A copy of that has been filed in this case. It is our position that the order of November 5th, 2014

granted by Your Honor is final, final, final, and anything else that I say in this case or in opposition to what counsel has said, I say it in the context of there being a final order and everything they have raised has literally no place to go.

I would like to read briefly, Your Honor, from Reed v. Allen, a Supreme Court of the United States case which I cited and which was cited favorably in Five Star. "These decisions constitute applications of the general and well-settled rule that a judgment, not set aside on appeal or otherwise, is equally effective as an estoppel upon the points decided, whether the decision be right or wrong." It's citing four supreme court cases. "The indulgence of a contrary view would result in creating elements of uncertainty and confusion and in undermining the conclusive character of judgments, consequences which it was the very purpose of the doctrine of res judicata to avert." That in fact is the last paragraph of that supreme court opinion.

Now, what are the grounds of this motion? As you read their motion, it's a little hard to tell. In the conclusion they're just asking the Court to vacate your judgment. I would also like to read a little further to show you how they are going all over the lot. I'm reading from paragraph 14 on page 7 of their opening statement. "Here the plaintiffs request that the Court reconsider its partial summary judgment order because the plaintiffs' payoff of all creditors under their plan in the bankruptcy case is substantially different evidence which shows that this motion is necessary to correct manifest errors of law or fact upon which the judgment is based and is necessary to prevent manifest injustice to the plaintiffs."

Nonsense. Nonsense, Your Honor. There is no authority, none whatsoever, which will support any of the positions they have taken. Nothing will

overcome the fact that there is a final, final judgment in this case. There's no charge of fraud, there's no change of law, there's no error of law or fact. Your Honor's judgment was based upon countless cases which say if you don't tell your creditors what your claims are, you're out of court. You cannot then proceed. You are judicially estopped, as Your Honor ruled, and that ruling is, I submit, final.

And I'd also like to point out, Your Honor, that this motion for reconsideration flies in the face of the statute of limitations set in the court's rules. I think it is 2.24, which says the same day's reconsideration of any ruling of the court is limited. You have to file a motion for reconsideration within 10 days of the notice of entry, and the notice of entry was on November 6th. And there's an exhibit, one of my exhibits which shows that.

Now, counsel says the creditors were not harmed. The whole purpose of the judicial estoppel case is to say you didn't tell your creditors that you had this asset and therefore how can they possibly rule -- how can they possibly vote if they don't know what the assets are? Obviously they were harmed and that was really ultimately the basis for Your Honor's ruling.

Counsel talks about Rule 54 and Nanyah Vegas. Nanyah Vegas was -- it was a complete misjoinder in that case because Nanyah Vegas' claim had nothing to do with the claim of Mr. Huerta and the Alexander Christopher Trust. Nothing at all, Your Honor. There were three causes of action filed on behalf of Mr. Huerta and his trust and the fourth claim, a single claim was for unjust enrichment brought by someone -- Nanyah Vegas, who had nothing to do with the first three claims and it was brought against Eldorado.

As a matter of fact, as one reads the complaint -- if Your Honor will

abide me just one moment -- I'm reading from the first amended complaint, which is an exhibit, Your Honor. On page 3 it says -- after general allegations it says factual allegations regarding Nanyah and Eldorado Hills. The first claim for relief, breach of express contract as alleged by Huerta and Go Global against Rogich. Second claim for relief, breach of covenant of good faith and fair dealing as alleged by Huerta and Go Global against Rogich. Third claim for relief, negligent misrepresentation as alleged by Huerta and Go Global against Rogich. Fourth claim for relief, unjust enrichment as alleged by Nanyah Vegas against Eldorado. That fourth claim is by Nanyah Vegas, who has nothing to do with the first three claims. He says I invested a million and a half and I got nothing for it and you got my money and I want that money -- against Eldorado. Eldorado is not a defendant in the first three claims either, it was only Rogich.

And not only that, counsel -- they make a big issue of it in their motion and in their reply that no jurisdiction -- I assume -- he doesn't say who, but there's really no jurisdiction in the supreme court for that appeal because he said the Nanyah Vegas claim had not been decided. It was decided. It was decided before, Your Honor. As a matter of fact, if I may, I would like to read briefly from Exhibit 6. That's the order granting the summary judgment. After setting forth the undisputed material facts and the legal determinations, the order reads: "Wherefore, it is ordered that the Rogich Family Irrevocable Trust motion for partial summary judgment is hereby granted, and the first, second and third claims for relief of Carlos A. Huerta individually and as trustee of the Alexander Christopher Trust are dismissed. And whereas on October 1, 2014, an order granting partial summary judgment dismissing plaintiff Nanyah Vegas, LLC's fourth claim for relief was duly

entered and whereas all claims for relief alleged in the amended complaint have been dismissed, it is hereby ordered, adjudged and decreed that the amended complaint be and it is hereby dismissed."

And Your Honor I'm sure will remember that after you decided to grant summary judgment with respect to the Nanyah Vegas claim, you pointed out -- I think you said we're going to be here again on the 25th or whenever it was with respect to the claim against Huerta and the trust.

Counsel argues that your summary judgment order was interlocutory. That of course is not so. The supreme court had no problem. It was a final judgment. And of course Rule 41(b) says that that order is an adjudication upon the merits and Five Star Capital says the same thing.

Your Honor, there is no basis whatsoever for this motion for reconsideration. I think I've given Your Honor numerous grounds why it is not appropriate at this particular time. The order that Your Honor granted contains no errors of any kind. It is based upon countless cases. As a matter of fact, if Your Honor may recall, you said that based upon the law you were going to grant -- say that the plaintiff was judicially estopped because of all the cases that there were on it.

Thank you, Your Honor.

THE COURT: Thank you, Mr. Lionel.

And your reply, please, Mr. Schwartz.

MR. SCHWARTZ: Thank you, Your Honor. I think first I'd like to start where Mr. Lionel left off, which was your partial summary judgment order in our case. And in fact it has a reference to the Nanyah Vegas claim in it. It says that -- on page 44,

the first recital: "Whereas on October 1, 2014 an order granting partial summary judgment dismissing plaintiff Nanyah Vegas LLC's fourth claim for relief was duly entered." They were all part of the same case, and in fact they all arose from the same contract. Nanyah Vegas is referenced in that contract. So when Mr. Lionel talks about there being an order in front of the Nevada Supreme Court, that was on the fees component, Your Honor, not on this order. We didn't appeal this order. We went to bankruptcy court because it was my view that your order on partial summary judgment was not on the merits, it was on the disclosure statement finding, not on the actual ruling about the claims themselves. And we'll come back to that because that was an issue for -- now Judge Spraker is hearing the matters. I'm sure you know Judge Markell has retired.

THE COURT: Right. I thought -- was there not a transcript of a decision by Judge Davis attached to the opposition?

MR. SCHWARTZ: It was Judge Spraker, actually, Your Honor.

THE COURT: I see.

MR. SCHWARTZ: Yes, it was Judge Spraker's decision where he said that this -- he felt that your partial summary judgment order was on the merits, which is why we're back.

THE COURT: Well, it was a claim preclusion --

MR. SCHWARTZ: Correct, Your Honor.

THE COURT: -- finding.

MR. SCHWARTZ: Right.

THE COURT: Right.

MR. SCHWARTZ: Right, because the argument was if it wasn't on the merits

then the claims weren't precluded and Go Global could go forward --

THE COURT: Right.

MR. SCHWARTZ: -- and that's where Judge Spraker came out on the other side of that argument.

So, Your Honor, I think that Nanyah Vegas is a part of your partial summary judgment order against Mr. Huerta and the trust, his trust. They come out of the same contract. They're part of the same transaction. In fact, if the Court agrees with that, the remand by the Nevada Supreme Court of the Nanyah Vegas claims makes the partial summary judgment order against Mr. Huerta and his trust interlocutory; period. So that's for the Court to decide, but nevertheless I think the law is clear on that. So then we're in front of Rule 54.

THE COURT: But I entered a final judgment on that, Mr. Schwartz.

MR. SCHWARTZ: I'm sorry?

THE COURT: I signed a final judgment in that matter on February 23, 2015.

MR. SCHWARTZ: In terms -- on the fees you mean, Your Honor. Are you still talking about the fees?

THE COURT: Was it just on the fees?

MR. SCHWARTZ: That's just on the fees, Your Honor.

THE COURT: I'm looking at it now. You're right. Okay.

MR. SCHWARTZ: Right, and so that was on the fees. That went up in front of the Nevada Supreme Court. That was a final order and that could be appealed. That was a component. Again, so there were -- if you look at the three divisions, there was the Nanyah Vegas appeal, there was the partial summary judgment against Mr. Huerta and the trust that went to bankruptcy court. The claims were

transferred back to Go Global. But then an appeal here of your order granting the fees on behalf of Mr. Rogich's trust.

THE COURT: Right. Okay.

MR. SCHWARTZ: So around that we're just talking now the partial summary judgment, not the fee order, and that partial summary judgment order that we're fighting about today and asking you to reconsider, that one specifically references Nanyah Vegas. So around that, if the Court looks and says, well, actually it does say Nanyah Vegas, the case law talks about if it doesn't -- if you don't recite in your partial summary judgment order that there's no just cause for delay, if you don't put the magic language in the order, then it doesn't separate the two issues. It brings you back.

So I think as we sit here today I think there's a basis for the Court to rule under Rule 54. If Your Honor decides that the order was final, then we're in Rule 60. And if we're in Rule 60, we talk about clearly erroneous or new evidence and I think we've provided that to you. So I think from a rules perspective we are here in a way that is justified either under 54 or Rule 60, and we're also here from a jurisdictional basis and I think that those are all valid reasons or bases for the Court to go forward.

But I'd like to turn you back to Glazier for a second because I think the Glazier court's finding was instructive, and I'm on page 8 of our reply, Your Honor, paragraph 22.

THE COURT: I'll pull it up.

MR. SCHWARTZ: Sure.

THE COURT: Go ahead.

MR. SCHWARTZ: So, to back the Court up a little bit, the Glazier case involved claims by a debtor against a former creditor whose claims had been expunged, and the claims by the debtor against that former creditor were being brought in the New York State Court, very similar facts to here; close to identical. And the defendant in that case, the former creditor -- in this case Mr. Rogich and his trust fund aren't even former creditors -- but the former creditor argued that the failure to disclose in the disclosure statements and claims was estoppel, prevented those things from going forward.

And in paragraph 22 we talk about the similarities between that case and this one that, first, Premium was the -- Glazier was the debtor, Premium was the creditor. The court found first the claim against Premium was known to the debtor and not disclosed in the disclosure statement. It was in the schedules but not in the disclosure statement. Second, Premium was not a creditor of the debtor, as its claim against the debtor was expunged. So even further, it had been a creditor, its claim had been expunged. They had some litigation relating to that or some pre-petition litigation that went on. Third, the debtor's confirmation order in Glazier vested all assets in the debtor post-confirmation. There's no dispute here that the plan and confirmation order revested all assets in Mr. Huerta, Go Global and his related entities. Fourth, the Glazier court found disclosure of the claim against Premium would not have materially affected the way creditors voted on the plan.

And so in that case the claims were gone against secured creditors, but here all creditors, unsecured creditors voted for Mr. Huerta's plan and they've been paid in full, so it didn't affect them whatsoever. So as we look at this non-creditor, they don't get to bring that estoppel argument because they weren't a

voting party. And I'm not trying to re-argue all the issues, as Mr. Lionel asserted, I just wanted to kind of get us all freshened back up to where we were when I started our discussions because this is a year and a half old.

But it didn't affect creditors' voting at all. They all voted for it and it was a hundred percent approved unsecured class, when you look at that layer. And just like Glazier, like here in Mr. Huerta's case, all unsecured creditors who voted on the debtor's plan accepted the plan. We gave you our balance summary that showed how the voting in Mr. Huerta's case went, so it's showing you that everybody voted for it.

So based on those facts, the Glazier court found the disclosure of the causes of action against Premium in the disclosure statement would not have been material because it was unlikely to affect the unsecured creditors' vote on the plan. And not only in our instance did all creditors vote for the plan, but the new evidence in front of you now is that they weren't even harmed by the failure to be disclosed because they were paid in full.

So as we sit here and talk about, you know, all this hand-wringing about the rules and the process and estoppel, I think it brings me back to what really we're arguing, is let's get after these claims on the merits. Nanyah Vegas is back. There's been no decision on these claims on the merits. Mr. Huerta's creditors weren't affected. They voted for the plan. They were paid in full. So here we are. There's more than sufficient basis for the Court to reconsider. There's a jurisdictional issue. Should Mr. Rogich and his trust been in front of the bankruptcy court asking them to say that that disclosure statement that found the information there was sufficient was enough.

And I think what's also an important component to keep in mind, if you recall the Court found the correspondence between Mr. Huerta going to Mr. Rogich was -- arose during the course of the bankruptcy case. There were some letters that started to go around. It was actually during the confirmation process. The Court may not recall that, but those letters started to go.

THE COURT: I do. And that was something I considered in making the original ruling that while the company was moving forward on the Chapter 11 and not disclosing this asset, they were separately trying to collect.

MR. SCHWARTZ: Right, Your Honor. Well, the asset was disclosed, though. It was in the schedules.

THE COURT: Well, not in the disclosure statements. There was an overlap in time when that was all approved.

MR. SCHWARTZ: A little bit, Your Honor, correct, but what I think on that part, one of the arguments I made, and now to Mr. Lionel's point, I don't mean to reargue those issues, but all those assets were revesting. I think the one place where there was an error, to be fair, was in the liquidation analysis. The liquidation analysis didn't get into it.

THE COURT: Right, because those creditors might have been entitled to interest or there's some creditors who may have relied on what the assets were with what to be paid. And see, that's the thing that troubles me and that's -- you know, the Hamilton case is directly on point here. Glazier is not.

MR. SCHWARTZ: I think Glazier is, Your Honor, in terms of --

THE COURT: It's a New York case --

MR. SCHWARTZ: Certainly.

THE COURT: -- and I have case law from the Ninth Circuit.

MR. SCHWARTZ: But to come back to what creditors might have considered or may have thought of the case, that should be in front of the bankruptcy court. So back we come to the --

THE COURT: But had you gone there first or had they removed it, it would have been decided there. I think there's concurrent jurisdiction for this issue in this court.

MR. SCHWARTZ: Well, Your Honor, on that point then, we circle back to the merits.

THE COURT: And then instead of starting there or being removed, it ended up here, got dismissed. You guys then took it to bankruptcy court and it got dismissed again on issue preclusion.

MR. SCHWARTZ: Because, Your Honor, there was a determination that your finding on this matter was --

THE COURT: Right. Yeah, I read the decision.

MR. SCHWARTZ: -- it was on the merits.

THE COURT: Right.

MR. SCHWARTZ: So we're back here. I'm asking the Court to find -- to agree that's right, this wasn't on the merits, it was on issues -- the merits of the claims of what happened with this contract and the 2.8 million that was owed to Go Global and to the trust and to Mr. Huerta. And with Nanyah Vegas that's back, what happened to those claims? We now get to -- we should go to those, to the actual facts of those claims. We have that opportunity now in front of us to get to the merits. And on that level I'm asking the Court to find that's right, that wasn't a

finding on the merits, that was a claim preclusion or estoppel issue that now looking back at it, if all creditors have been paid in full, there was no harm on that layer, so Mr. Huerta shouldn't be estopped, he shouldn't be enjoined from going forward on behalf of either the trust or Go Global to collect on that particular asset because certainly Mr. Rogich can't claim he was harmed. And there aren't any creditors in front of you saying they were harmed.

And so on that level, if those creditors want to argue that, they can get back in front of the bankruptcy court and argue those components. But as far as we're standing here today, I think there's a sufficient basis for the Court to reconsider under 54, under Rule 60, or on the jurisdictional basis, and jurisdiction I think rises up underneath either of those. If the Court thinks there's concurrent jurisdiction, I think there's now new evidence, and justice requires that you let us get through these contract claims and move forward.

THE COURT: Thank you, Mr. Schwartz.

This is the plaintiffs Huerta and Go Global, Inc. motion to reconsider or relief from the order granting the motion for partial summary judgment. The motion will be denied for the following reasons. I do have concerns with the timeliness of the motion, but I don't believe that you meet the standards of 54 and 60. The issue with regard to full payment was brought up at least orally at the original argument, and unfortunately for you, Mr. Huerta, the payment of creditors in this case is inconsequential to my decision. My decision was based solely on the Hamilton v. State Farm case. And the purpose of judicial estoppel is to protect the integrity of the bankruptcy process and that was the sole basis for my ruling previously. And nothing that's been presented to me changes the way that the law should be applied

in this case. So for those reasons the motion will be denied.

Mr. Lionel to prepare the order.

MR. LIONEL: I'll prepare an order.

THE COURT: Mr. Schwartz, I assume you wish to review the form of that order.

MR. SCHWARTZ: I do. Yes, Your Honor.

THE COURT: Very good. Make sure you submit an order that's agreed as to form.

MR. LIONEL: I beg your pardon?

THE COURT: Your order should be agreed as to the form, the form of the order. Two signatures.

MR. LIONEL: Yes, Your Honor.

THE COURT: Very good. Thank you all.

(PROCEEDINGS CONCLUDED AT 11:35 A.M.)

* * * * * *

ATTEST: I do hereby certify that I have truly and correctly transcribed the audio-video recording of this proceeding in the above-entitled case to the best of my ability.

Liz Garcia, Transcriber
LGM Transcription Service

GG000572

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Jun 28 2016 09:34 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 GLOBAL, INC., a Nevada corporation, Appellants, vs. SIG ROGICH aka SIGMUND ROGICH as Trustee of The Rogich Family Irrevocable Trust; ELDORADO HILLS, LLC, a Nevada limited liability company, Respondent.	SUPREME COURT NO.: 70492 District Court Case No.: A-13-686303-C

DOCKETING STATEMENT

CARLOS A. HUERTA, and GO GLOBAL, INC. (collectively, the "**Appellants**") hereby file their docketing statement as follows:

1. Judicial District: Eighth Department: XXVII

County: Clark Judge: Nancy Allf

District Ct. Case No.: A-13-686303-C

2. Attorney filing this docketing statement:

Attorney: Samuel A. Schwartz Telephone: (702) 385-5544

Firm Address: Schwartz Flansburg PLLC, 6623 Las Vegas Blvd., South, Suite 300, Las Vegas, NV 89119

Docket 70492 Document 2016-20143

GG000573

Client(s): Carlos A. Huerta and Go Global, Inc.

If this is a joint statement by multiple appellants, add the names and addresses of other counsel and the names of their clients on an additional sheet accompanied by a certification that they concur in the filing of this statement: N/A

3. Attorney(s) representing respondents(s):

a. Attorney: Samuel S. Lionel, Esq. Telephone: (702) 791-8251

Firm Address: Fennemore Craig, 300 South Fourth Street, Las Vegas, Nevada 89101

Client(s):SIG ROGICH aka SIGMUND ROGICH as Trustee of The Rogich Family Irrevocable Trust and Imitations, LLC

b. Attorney: Andrew M. Leavitt, Esq. and Matthew D. Cox, Esq. Telephone: (702) 382-2800

Firm Address: Law Office of Andrew M. Leavitt, Esq., 633 South Seventh Street, Las Vegas, Nevada 89101

Client(s):Eldorado Hills, LLC and TELD, LLC

4. Nature of disposition below (check all that apply):

☐Judgment after bench trial

☐Judgment after jury verdict

☒Summary judgment

☐Default judgment

☒Grant/Denial of NRCP 60(b) relief

☐Grant/Denial of injunction

☐Grant/Denial of declaratory relief

☐Review of agency determination

☐Dismissal:

☐ Lack of jurisdiction

☐Failure to state a claim

☐Failure to prosecute

☐Other (specify):

☐Divorce Decree:

☐Original ☐Modification

☒Other disposition (specify): Grant/Denial of interlocutory relief pursuant to NRCP 54(b)

5. Does this appeal raise issues concerning any of the following?

☐Child Custody

☐Venue

☐Termination of parental rights

6. Pending and prior proceedings in this court. List the case name and docket number of all appeals or original proceedings presently or previously pending before this court which are related to this appeal:

a. Nanyah Vegas, LLC, a Nevada limited liability company vs. Sig Rogich aka Sigmund Rogich as Trustee of The Rogich Family Irrevocable Trust; Eldorado Hills, LLC, a Nevada limited liability company, Nevada Supreme Court Case No. 66823.

7. Pending and prior proceedings in other courts. List the case name, number and court of all pending and prior proceedings in other courts which are related to this appeal (*e.g.*, bankruptcy, consolidated or bifurcated proceedings) and their dates of disposition:

a. Go Global et al., Lead Case No. 10-14804-led, U.S. Bankruptcy Court District of Nevada, Order Granting Discharge entered April 8, 2014, and Case Closed April 4, 2016;

b. Go Global et al. v. Rogich et al., Adversary Case No. 14-01173-mkn, U.S. Bankruptcy Court, District of Nevada, Order Denying Motion for Summary Judgment entered on March 10, 2016, and Notice of Appeal to Ninth Circuit Court of Appeals Bankruptcy Appellate Panel (the "**BAP**") filed on March 24, 2016l ; and

c. Go Global et al. v. Rogich et al., BAP Case No. 16-01077, Respondents' Answering Brief Due June 19, 2016.

8. Nature of the action. Briefly describe the nature of the action and the result below:

The District Court Case is an action to collect $2,747,729.50 from the Defendants pursuant to that certain agreement entered into by and between Carlos A. Huerta and Sig Rogich whereby Rogich agreed to buy Huerta's ownership interest in property located in Clark County, Nevada, otherwise identified as APN 189-11-401-001. Defendants filed their Motion for Partial Summary Judgment, which was granted on November 5, 2014 (the "**Partial Summary Judgment Order**").

Afterwards, the Plaintiff's paid their creditors in full pursuant to the Order Confirming their Third Amended Joint Plan of Reorganization (the "**Chapter 11 Plan**"), which was filed in the United States Bankruptcy Court District of Nevada. As such, in February 2016, the Plaintiffs filed their Motion to Close Case and its related Notice of Consummation of the Plan and Payment of Unsecured Creditors in Full ("**Motion to Close and Notice of Payment in Full**").

Based upon the Motion to Close and Notice of Payment in Full, the Plaintiffs filed the Plaintiffs' Motion for Reconsideration or Relief from Order Granting Motion for Partial Summary Judgment (the "**Motion for Relief**"). The legal bases for the Motion for Relief were:

a. the Partial Summary Judgment Order was a partial adjudication only, and thus, was interlocutory allowing reconsideration pursuant to Rule 54(b) of the Nevada Rules of Civil Procedure ("NRCP");

b. the Partial Summary Judgment Order should be set aside based upon new evidence and to prevent manifest injustice pursuant to NRCP 60(b);

c. the failure to disclose Plaintiffs' claims against Rogich in their Disclosure Statement filed in connection with the Chapter 11 Plan was irrelevant because the Chapter 11 Plan required payment in full of all unsecured creditors' claims, and the Plaintiffs satisfied this requirement, thus allowing for the Court to set aside the Partial Summary Judgment Order under NRCP 60(b);

d. the failure to disclose Plaintiffs' claims against Rogich in their Disclosure Statement filed in connection with the Chapter 11 Plan was irrelevant because Rogich was not a

creditor in the underlying bankruptcy case to whom disclosure was necessary, thus allowing for the Court to set aside the Partial Summary Judgment Order under NRCP 60(b);

e. the District Court lacked jurisdiction to determine the Plaintiffs' Disclosure Statement lacked adequate information as the Bankruptcy Court previously entered an order approving the adequacy of the Disclosure Statement; and

f. the District Court failed to give full faith and credit to the Bankruptcy Court's order approving the adequacy of information in the Disclosure Statement.

9. Issues on appeal. State concisely the principal issue(s) in this appeal (attach separate sheets as necessary):

a. Whether the District Court's Partial Summary Judgment order was a partial adjudication only, and thus, was interlocutory allowing reconsideration pursuant to NRCP 54(b);

b. Whether the Partial Summary Judgment Order should be set aside based upon new evidence and to prevent manifest injustice pursuant to NRCP 60(b);

c. Whether the failure to disclose Plaintiffs' claims against Rogich in their Disclosure Statement filed in connection with the Chapter 11 Plan was irrelevant because the Chapter 11 Plan required payment in full of all unsecured creditors' claims, and the Plaintiffs satisfied this requirement, thus allowing for the Court to set aside the Partial Summary Judgment Order under NRCP 60(b); and

d. Whether the failure to disclose Plaintiffs' claims against Rogich in their Disclosure Statement filed in connection with the Chapter 11 Plan was irrelevant because Rogich was not a creditor in the underlying bankruptcy case to whom disclosure was necessary, thus allowing for the Court to set aside the Partial Summary Judgment Order under NRCP 60(b);

e. Whether the District Court had jurisdiction to determine the Plaintiffs' Disclosure Statement lacked adequate information as the Bankruptcy Court previously entered an order approving the adequacy of the Disclosure Statement; and

f. Whether the District Court failed to give full faith and credit to the Bankruptcy Court's order approving the adequacy of information in the Disclosure Statement.

10. Pending proceedings in this court raising the same or similar issues. If you are aware of any proceedings presently pending before this court which raises the same or similar issues raised in this appeal, list the case name and docket numbers and identify the same or similar issue raised:

Currently, the Appellants are not aware of any cases with similar issues on appeal before this Court as presented in the above captioned appeal. Should the Appellants learn of any similarly situated cases, the Appellants will amend this Docketing Statement.

11. Constitutional issues. If this appeal challenges the constitutionality of a statute, and the state, any state agency, or any officer or employee thereof is not a party to this appeal, have you notified the clerk of this court and the attorney general in accordance with NRAP 44 and NRS 30.130?

☒N/A

☐No

☐Yes

If not, explain:

12. Other issues. Does this appeal involve any of the following issues?

☐Reversal of well-settled Nevada precedent (identify the case(s))

☐An issue arising under the United States and/or Nevada Constitutions

☒A substantial issue of first impression

☒An issue of public policy

☐An issue where en banc consideration is necessary to maintain uniformity of this court's decisions

☐A ballot question

If so, explain: Whether a debtor's failure to disclose a "claim" in its disclosure statement was insufficient notice to creditors of their respective treatment under the debtor's chapter 11 plan of reorganization, and where the plan proposed to pay general unsecured creditors in full, notwithstanding the undisclosed claim.

13. Assignments to the Court of Appeals or retention in the Supreme Court. Briefly set forth whether the matter is presumptively retained by the Supreme Court or assigned to the Court of Appeals under NRAP 17, and cite the subparagraph(s) of the Rule under which the matter falls. If appellant believes the Supreme Court should retain the case despite its presumptive assignment to the Court of Appeals, identify the specific issue(s) or circumstance(s) that warrant retaining the case, and include an explanation of their importance or significance:

NRAP 17(a)(13) - The Supreme Court shall hear and decide the following:

(13) Matters raising as a principal issue a question of first impression involving the United States or Nevada Constitutions or common law.

In addition, although this case did not originate in business court, the Supreme Court should also hear this appeal because it involves complex issues of first impression regarding judicial estoppel and federal bankruptcy law, state court jurisdiction as to issues related to federal bankruptcy law, and issues regarding whether a district court failed to give full faith and credit to bankruptcy court orders.

14. Trial. If this action proceeded to trial, how many days did the trial last?

This action did not proceed to trial.

Was it a bench or jury trial?
N/A.

15. Judicial Disqualification. Do you intend to file a motion to disqualify or have a justice recuse him/herself from participation in this appeal? If so, which Justice?

Appellants do not intend to file a motion to disqualify or have a justice recuse himself/herself from participating in this appeal.

TIMELINESS OF NOTICE OF APPEAL

16. Date of entry of written judgment or order appealed from:

Entry of judgment appealed from was dated April 28, 2016.

If no written judgment or order was filed in the district court, explain the basis for seeking appellate review:

N/A

17. Date written notice of entry of judgment or order was served:

Notice of entry of judgment was served on April 29, 2016.

Was service by:
☐Delivery
☒Mail/electronic/fax

18. If the time for filing the notice of appeal was tolled by a post-judgment motion (NRCP 50(b), 52(b), or 59)

(a) Specify the type of motion, the date and method of service of the motion, and the date of filing.

☐NRCP 50(b) Date of filing_____

☐NRCP 52(b) Date of filing_____

☐NRCP 59 Date of filing_____

NOTE: Motions made pursuant to NRCP 60 or motions for rehearing or reconsideration may toll the time for filing a notice of appeal. *See* AA Primo Builders v. Washington, 126 Nev. ____, 245 P.3d 1190 (2010).

(b) Date of entry of written order resolving tolling motion_____

(c) Date written notice of entry of order resolving tolling motion was served_____

Was service by:
☐Delivery
☐Mail

19. Date notice of appeal filed: May 25, 2016.

If more than one party has appealed from the judgment or order, list the date each notice of appeal was filed and identify by name the party filing the notice of appeal: N/A.

20. Specify statute or rule governing the time limit for filing the notice of appeal, *e.g.*, NRAP 4(a) or other

NRAP 4(a)(4).

SUBSTANTIVE APPEALABILITY

21. Specify the statute or other authority granting this court jurisdiction to review the judgment or order appealed from:

(a)

☐NRAP 3A(b)(1)

☐NRAP 3A(b)(2)

☐NRAP 3A(b)(3)

☐NRS 38.205

☐NRS 233B.150

☐NRS 703.376

☒Other (specify): NRAP 3A(b)(8) special order after final judgment

(b) Explain how each authority provides a basis for appeal from the judgment or order:

Appellant is appealing from a special order after final judgment, as the District Court denied the Plaintiffs' motion for NRCP 60(b) relief.

22. List all parties involved in the action or consolidated actions in the district court:

(a) Parties:

Plaintiff/Appellants: Carlos A. Huerta; Go Global, Inc., as assignee of The Alexander Christopher Trust, and Nanyah Vegas, LLC

Defendants/Respondents: Sig Rogich, as Trustee of the Rogich Family Irrevocable Trust; Imitations, LLC; Eldorado Hills, LLC; and TELD, LLC

(b) If all parties in the district court are not parties to this appeal, explain in detail why those parties are not involved in this appeal, *e.g.*, formally dismissed, not served, or other:

1. Nanyah Vegas, LLC is not a party to the above captioned appeal because its claims have not been fully adjudicated, and the undersigned counsel does not represent Nanyah

Vegas, LLC. Specifically, the summary judgment order denying the claims of Nanyah Vegas, LLC was recently reversed by this Court and remanded back to the District Court.

23. Give a brief description (3 to 5 words) of each party's separate claims, counterclaims, cross-claims, or third-party claims and the date of formal disposition of each claim.

Plaintiffs/Appellants pled: (i) breach of express contract; (ii) breach of covenant of good faith and fair dealing; (iii) negligent misrepresentation; and (iv) unjust enrichment. .

Defendants/Appellees alleged Appellants: (i) failed to state a claim upon which relief can be granted; (ii) exhausted their contract remedies; (iii) misjoinded claims; (iv) released Appellees from any and all liability to Appellants, including purported representations in connection with the Purchase Agreement; (v) claims were barred by applicable statute of limitations, doctrine of waiver, estoppel, and statute of frauds; (vi) have not sustain any cognizable injury; (vii) claims were barred because of actions not within the control of Appellants; (viii) claims were barred because Appellees at all times acted in good faith, dealt fairly, did not breach the implied covenant of good faith and fair dealing, did not breach the Purchase Agreement, and were entitled to a presumption they acted in good faith; (ix) claims were speculative; (x) should have known the risk associated with the Purchase Agreement; (xi) acquiesced in Appellees' transfer of the Eldorado interest to TELD, LLC, and the transfer was reasonable, not malicious, was in good faith, did not deliberately contravene the intention and spirit of the Purchase Agreement, and was not done for the purpose of preventing Appellants from obtaining income should Eldorado make distributions; (xii) damages cannot be regarded as a violation of the implied covenant of good faith and fair deadline; and (xiii) Appellants' conduct was wrongful. Appellees' further alleged Eldorado was not un justly enriched, and Appellants took Nanyah Vegas, LLC's money, and thus, Eldorado was entitled to indemnity if it was determined Eldorado had been unjustly enriched.

On November 5, 2014, the Order Granting Partial Summary Judgment was entered disposing of Appellants' claims. On April 28, 2016, the District Court denied the Plaintiffs' Motion for Relief.

24. Did the judgment or order appealed from adjudicate ALL the claims alleged below and the rights and liabilities of ALL the parties to the action or consolidated actions below?

☐Yes

☒No

25. If you answered "No" to question 24, complete the following:

(a) Specify the claims remaining pending below: The order granting Motion for Summary Judgment against Nanyah Vegas, LLC, a party to the action, was reversed by this Court and remanded to the District Court.

(b) Specify the parties remaining below: Nanyah Vegas, LLC and Eldorado Hills, LLC

(c) Did the district court certify the judgment or order appealed from as a final judgment pursuant to NRCP 54(b)?

☐Yes

☒No

(d) Did the district court make an express determination, pursuant to NRCP 54(b), that there is no just reason for delay and an express direction for the entry of judgment?

☐Yes

☒No

26. If you answered "No" to any part of question 25, explain the basis for seeking appellate review (*e.g.*, order is independently appealable under NRAP 3A(b)):

NRAP 3A(b)(8) – The District Court's order denying the Motion for Relief under NRCP 60(b) is a special order after judgment.

27. Attach file-stamped copies of the following documents:

- The following documents are attached as **Exhibit A**:

1. Exhibit A-1: Complaint, filed July 31, 2013;
2. Exhibit A-2: First Amended Complaint, filed October 21, 2013;
3. Exhibit A-3: Answer to First Amended Complaint and Counterclaim, filed November 8, 2013;
4. Exhibit A-4: Answer to Counterclaim, filed February 20, 2014;
5. Exhibit A-5: Motion for Partial Summary Judgment, filed July 25, 2014;
6. Exhibit A-6: Motion for Partial Summary Judgment, filed August 11, 2014;
7. Exhibit A-7: Plaintiffs' Opposition to Motion for Partial Summary Judgment and Countermotion for Partial Summary Judgment, filed August 13, 2014;
8. Exhibit A-8: Plaintiffs' Opposition to Motion for Partial Summary Judgment and Countermotion for Partial Summary Judgment, filed August 25, 2014;
9. Exhibit A-9: Reply to Opposition to Motion for Partial Summary Judgment, filed September 2, 2014;
10. Exhibit A-10: Plaintiffs' Reply to Defendants' Opposition to Counter-Motion for Partial Summary Judgment, filed September 8, 2014;
11. Exhibit A-11: Errata, filed September 10, 2014;
12. Exhibit A-12: Amended Answer, filed September 16, 2014;
13. Exhibit A-13: Order Granting Partial Summary Judgment, filed November 5, 2014;
14. Exhibit A-14: Notice of Entry of Order, filed November 6, 2014;
15. Exhibit A-15: Plaintiffs' Motion for Reconsideration or Relief from Order Granting Motion for Partial Summary Judgment, filed February 22, 2016;
16. Exhibit A-16: Opposition to Plaintiffs' Motion for Reconsideration or Relief from Order Granting Motion for Partial Summary Judgment, filed March 7, 2016;
17. 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;
18. 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;
19. Exhibit A-19: Plaintiffs' Supplement to Motion for Reconsideration or Relief from Order Granting Motion for Partial Summary Judgment, filed April 4, 2016;
20. Exhibit A-20: Order Denying Motion for Reconsideration or Relief from Order Granting Motion for Partial Summary Judgment, filed April 28, 2016; and
21. 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.

VERIFICATION

I declare under penalty of perjury that I have read this docketing statement, that the information provided in this docketing statement is true and complete to the best of my knowledge, information and belief, and that I have attached all required documents to this docketing statement.

Carlos A. Huerta Name of appellant(s)	Samuel A. Schwartz Name of counsel of record
June 27, 2016 Date	/s/Samuel A. Schwartz Signature of counsel of record
Clark County, Nevada State and county where signed	
Go Global, Inc. Name of appellant(s)	Samuel A. Schwartz Name of counsel of record
June 27, 2016 Date	/s/Samuel A. Schwartz Signature of counsel of record
Clark County, Nevada State and county where signed	

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:

Samuel S. Lionel, Esq.
Fennemore Craig
300 South Fourth Street
Las Vegas, Nevada 89101

Attorneys for Sig Rogich aka Sigmund Rogich as Trustee of The Rogich Family Irrevocable Trust and Imitations, LLC

Andrew M. Leavitt, Esq.
Matthew D. Cox, Esq.
Law Office of Andrew M. Leavitt, Esq.
633 South Seventh Street
Las Vegas, Nevada 89101

Attorneys for Eldorado Hills, LLC and TELD, LLC

/s/ Christy L. Cahall
Christy L. Cahall, an employee of Schwartz Flansburg PLLC

Exhibit A – 1

CIVIL COVER SHEET A-13-686303-C

Clark County, Nevada XXVII

Case No. _____
(Assigned by Clerk's Office)

I. Party Information

Plaintiff(s) (name/address/phone): Carlos Huerta, Robert Ray and Nanyah Vegas, LLC c/o Brandon B. McDonald, Esq.	Defendant(s) (name/address/phone): Sig Rogich and Eldorado Hills
Attorney (name/address/phone): Brandon B. McDonald, Esq., 2505 Anthem Village Dr., Ste. E-474, Henderson, NV 89052, (702) 385-7411	Attorney (name/address/phone): unknown

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

☐ **Arbitration Requested**

Civil Cases

Real Property

- ☐ **Landlord/Tenant**
  - ☐ Unlawful Detainer
- ☐ **Title to Property**
  - ☐ Foreclosure
  - ☐ Liens
  - ☐ Quiet Title
  - ☐ Specific Performance
- ☐ **Condemnation/Eminent Domain**
- ☐ **Other Real Property**
  - ☐ Partition
  - ☐ Planning/Zoning

Torts

Negligence

- ☐ **Negligence – Auto**
- ☐ **Negligence – Medical/Dental**
- ☐ **Negligence – Premises Liability** (Slip/Fall)
- ☐ **Negligence – Other**

- ☐ **Product Liability**
  - ☐ Product Liability/Motor Vehicle
  - ☐ Other Torts/Product Liability
- ☐ **Intentional Misconduct**
  - ☐ Torts/Defamation (Libel/Slander)
  - ☐ Interfere with Contract Rights
- ☐ **Employment Torts** (Wrongful termination)
- ☐ **Other Torts**
  - ☐ Anti-trust
  - ☐ Fraud/Misrepresentation
  - ☐ Insurance
  - ☐ Legal Tort
  - ☐ Unfair Competition

Probate

- ☐ **Summary Administration**
- ☐ **General Administration**
- ☐ **Special Administration**
- ☐ **Set Aside Estates**
- ☐ **Trust/Conservatorships**
  - ☐ Individual Trustee
  - ☐ Corporate Trustee
- ☐ **Other Probate**

Other Civil Filing Types

- ☐ **Construction Defect**
  - ☐ Chapter 40
  - ☐ General
- ☒ **Breach of Contract**
  - ☐ Building & Construction
  - ☐ Insurance Carrier
  - ☐ Commercial Instrument
  - ☒ Other Contracts/Acct/Judgment
  - ☐ Collection of Actions
  - ☐ Employment Contract
  - ☐ Guarantee
  - ☐ Sale Contract
  - ☐ Uniform Commercial Code
- ☐ **Civil Petition for Judicial Review**
  - ☐ Other Administrative Law
  - ☐ Department of Motor Vehicles
  - ☐ Worker's Compensation Appeal

- ☐ **Appeal from Lower Court** *(also check applicable civil case box)*
  - ☐ Transfer from Justice Court
  - ☐ Justice Court Civil Appeal
- ☐ **Civil Writ**
  - ☐ Other Special Proceeding
- ☐ **Other Civil Filing**
  - ☐ Compromise of Minor's Claim
  - ☐ Conversion of Property
  - ☐ Damage to Property
  - ☐ Employment Security
  - ☐ Enforcement of Judgment
  - ☐ Foreign Judgment – Civil
  - ☐ Other Personal Property
  - ☐ Recovery of Property
  - ☐ Stockholder Suit
  - ☐ Other Civil Matters

III. Business Court Requested (Please check applicable category; *for Clark or Washoe Counties only.*)

- ☐ NRS Chapters 78-88
- ☐ Commodities (NRS 90)
- ☐ Securities (NRS 90)
- ☐ Investments (NRS 104 Art. 8)
- ☐ Deceptive Trade Practices (NRS 598)
- ☐ Trademarks (NRS 600A)
- ☐ Enhanced Case Mgmt/Business
- ☐ Other Business Court Matters

7/30/13

Date

Signature of initiating party or representative

GG000588

Electronically Filed
07/31/2013 09:02:06 AM

CLERK OF THE COURT

COMP
Brandon B. McDonald, Esq.
Nevada Bar No.: 11206
McDONALD LAW OFFICES, PLLC
2505 Anthem Village Drive, Ste. E-474
Henderson, NV 89052
Telephone: (702) 385-7411
Facsimile: (702) 664-0448
Attorneys for Plaintiffs

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; ROBERT RAY as Trustee of the Ray Family 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. No.: XXVII

COMPLAINT

COMES NOW, Plaintiffs, by and through their counsel of record, Brandon B. McDonald, Esq. of McDONALD LAW OFFICES, PLLC and for their causes of action, alleges as follows:

PARTIES

1. Plaintiff, CARLOS HUERTA (hereinafter referred to as "Huerta"), is now, and was at all times relevant hereto, a resident of Clark County, Nevada.

2. Plaintiff, CARLOS A. HUERTA as Trustee of THE ALEXANDER CHRISTOPHER TRUST as assignee of interests of 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.

3. Plaintiff, ROBERT RAY (hereinafter referred to as "Ray"), is now, and was at all times relevant hereto the Trustee of the Ray Family Trust established in the State of Nevada.

4. Plaintiff, NANYAH VEGAS, LLC (hereinafter referred to as "Nanyah"), is now, and was at all times relevant hereto, a Nevada limited liability company doing business in Clark County, Nevada.

5. Defendant, SIGMUND ROGICH (hereinafter referred to as "Rogich"), is now, and was at all times relevant hereto, the Trustee of The Rogich Family Irrevocable Trust doing business in Clark County, Nevada.

6. Defendant, ELDORADO HILLS, LLC (hereinafter referred to as "Eldorado"), is now, and was at all times relevant hereto, a Nevada limited liability company doing business in Clark County, Nevada.

7. The true names and capacities of the Defendants named herein as DOES I-X, inclusive, whether individual, corporate, associate or otherwise, are presently unknown to Plaintiff who therefore sues the said Defendants by such fictitious names; and when the true names and capacities of DOES I-X inclusive are discovered, the Plaintiff will ask 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

5. That the facts surrounding this matter occurred in Clark County, Nevada, the parties

reside and/or conduct business in Clark County; thus jurisdiction of this Court is proper.

6. Additionally this matter relates to an interest/investment conveyed in a Nevada limited liability company, Eldorado, which principal asset is real property located in Clark County, Nevada.

GENERAL ALLEGATIONS

A. Factual Allegations Regarding Huerta, Go Global, Rogich and Eldorado Hills

6. On or about October 2008, Huerta, Go Global and Rogich owned 100% of the membership interests of Eldorado.

7. On or about October 30, 2008 Huerta, Go Global and Rogich entered into an agreement whereby the 35% interest of Huerta and Global would be purchased by Rogich for $2,747,729.50. (See Purchase Agreement, referred to as the "Agreement", attached herein as Exhibit 1)

8. Pursuant to the Agreement the $2,747,729.50 (the "debt") would be paid from "future distributions or proceeds received by Buyer from Eldorado. (Id. at Exhibit 1, Section 2(a))

9. Upon information and belief, sometime in 2012, Rogich conveyed his membership interest in Eldorado to TELD, LLC, a Nevada limited liability company. Rogich failed to inform Huerta and Go Global of his intentions to transfer all the acquired membership interest in Eldorado to TELD, LLC and was only informed after the transfer had in fact occurred.

10. That by conveying the membership interest to TELD, Rogich breached the Agreement and also made it impossible for Huerta and Go Global to receive their rightful return of the debt. Additionally, Eldorado received the benefit of the debt, which formerly represented the membership capital account of Huerta and Go Global, as they were enabled to use those capital funds for their own benefit, without providing any benefit to Huerta and Go Global.

B. Factual Allegations Regarding Ray, Nanyah and Eldorado Hills

11. At the request of Sigmund Rogich, Huerta sought other investors on behalf of Eldorado.

12. Subsequently and in the years 2006 and 2007, Plaintiffs, Ray and Nanyah respectively invested $1,783,561.60, collectively, in Eldorado, and were entitled to their respective membership interests.

13. At the time of the sale of Huerta and Go Global's interest in Eldorado on October 30, 2008, Rogich was expressly made aware of the claims of Ray and Nanyah.

14. Also as a result of the transfer of the Rogich's interest in Eldorado to TELD, LLC, Ray and Nanyah's interest or potential interest was eliminated, while Eldorado received the benefit of their investment of $1,783,561.60.

15. That Ray and Nanyah are entitled to the return of the $1,783,561.60 from Eldorado.

16. As a direct result of the actions of Defendants, Plaintiffs have been damaged in an amount in excess of $10,000.

FIRST CLAIM FOR RELIEF

(Breach of Express Contract - As Alleged by Huerta and Go Global Against Rogich)

17. Plaintiffs repeat and reallege each and every allegation contained above, as though fully set forth herein.

15. That on October 30, 2008 parties entered the Agreement regarding the sale of Huerta and Go Global's interest in Eldorado with Rogich. Pursuant to the Agreement, Huerta and Go Global would be repaid the debt. (Id. at Exhibit 1)

16. Plaintiffs have complied with all conditions precedent and fulfilled their duties under the Agreement.

17. That Defendant Rogich materially breached the terms of the Agreement providing the consideration required under the terms of the Agreement and by knowingly transferring the purchased interest to a third-party which effectively negated the possible recovery of monies owed to Huerta and

Go Global.

19. Huerta and Go Global reasonably relied on the representations of the Defendant, Rogich in that they would honor the terms of the Agreement, all to their detriment.

20. As a direct result of the actions of Defendants, Plaintiffs have been damaged in an amount in excess of $10,000.

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

SECOND CLAIM FOR RELIEF

(Breach of Covenant of Good Faith and Fair Dealing - As Alleged by Huerta and Go Global Against Rogich)

22. Plaintiffs repeat and reallege each and every allegation contained above, as though fully set forth herein.

23. That the parties herein agreed to uphold certain obligations pursuant to their Agreement; specifically, Defendant agreed to reasonably uphold the terms the Agreement by remitting the requisite consideration and reasonably maintaining the membership interest to consummate the terms of the Agreement.

22. That in every agreement there exists a covenant of good faith and fair dealing.

23. That each agreed to uphold the terms of the Agreement upon execution of the Agreement and as a result agreed to perform certain duties.

24. That Defendant, Rogich has failed to maintain the obligations which he agreed upon as memorialized herein and in the Agreement as described herein and thereby failed to act in good faith and has also failed to deal fairly in regards to upholding his defined duties under the Agreement.

25. As a direct result of the actions of Defendants, Plaintiffs have been damaged in an

amount in excess of $10,000.

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

THIRD CLAIM FOR RELIEF

(Unjust Enrichment - As Alleged by Huerta and Go Global Against Eldorado)

28. Plaintiffs repeat and reallege each and every allegation contained above, as though fully set forth herein.

29. That Huerta and Go Global formerly invested $2,747,729.50 into Eldorado as a capital investment for the benefit of that company, which represented a benefit to Eldorado.

30. Eldorado accepted the benefit of the monies provided by Huerta and Go Global.

31. That Huerta and Go Global have not received any consideration for the use of those funds.

32. That in equity and good conscience the $2,747,729.50 provided by Huerta and Go Global does not belong to Eldorado and said amount should be returned.

33. Eldorado has been unjustly enriched in the amount of $2,747,729.50.

34. As a direct result of the actions of Defendants, Plaintiffs have been damaged in an amount in excess of $10,000.

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

FOURTH CLAIM FOR RELIEF

(Negligent Misrepresentation - As Alleged by Huerta and Go Global Against Rogich)

36. Plaintiffs repeat and reallege each and every allegation contained above, as though fully

set forth herein.

37. That Huerta and Go Global had an interest in Eldorado that was purchased by Rogich.

38. Rogich represented at the time of the Agreement that he would remit payment to Huerta and Go Global as required, yet knew or reasonably intended to transfer the acquired interest to TELD, LLC; and furthermore knew that the representations made by him in the Agreement were in fact false with regard to tendering repayment or reasonably preserving the acquired interest so he could repay the debt in the future.

39. That these representations were made knowingly, willfully and with the intention that Huerta and Go Global would be induced to act accordingly and execute the Agreement.

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

41. As a direct result of the actions of Defendants, Plaintiffs have been damaged in an amount in excess of $10,000.

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

FIFTH CLAIM FOR RELIEF

(Unjust Enrichment - As Alleged by Ray and Nanyah Against Eldorado)

43. Plaintiffs repeat and reallege each and every allegation contained above, as though fully set forth herein.

44. That Ray and Nanyah formerly invested $1,783,561.60 into Eldorado as a capital investment for the benefit of that company, which represented a benefit to Eldorado.

45. Eldorado accepted the benefit of the monies provided by Ray and Nanyah.

46. Ray and Nanyah were not afforded their equity positions in Eldorado nor have they

received any beneficial consideration from Eldorado.

47. That in equity and good conscience the $1,783,561.60 provided by Ray and Nanyah does not belong to Eldorado and said amount should be returned.

48. Eldorado has been unjustly enriched in the amount of $1,783,561.60.

49. As a direct result of the actions of Defendants, Plaintiffs have been damaged in an amount in excess of $10,000.

50. It has become necessary for Ray and Nanyah to engage the services of an attorney to commence this action and are, therefore, entitled to reasonable attorney's fees and costs as damages.

SIXTH CLAIM FOR RELIEF

(Breach of Implied Agreement - As Alleged by Ray and Nanyah Against Rogich and Eldorado)

51. Plaintiffs repeat and reallege each and every allegation contained above, as though fully set forth herein.

52. That Ray and Nanyah formerly invested $1,783,561.60 into Eldorado in 2006 and 2007 as a capital investment for the benefit of that company, with the agreement from Eldorado that they would be provided an interest in the company equivalent to their investment.

53. That at the time of the Agreement Rogich as a member of Eldorado was expressly made aware of these claims. Furthermore, Ray and Nanyah performed all conditions necessary under the implied agreement.

54. That on or about 2012 when Rogich transferred all of his interest in Eldorado to TELD, LLC, Ray and Nanyah's interest or potential interest was eliminated; which constituted a material breach of the implied agreement between the parties.

55. That Ray and Nanyah have been damaged have been damaged in an amount in excess of $10,000 as they have never received any consideration for their investment of $1,783,561.60.

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

WHEREFORE Plaintiffs pray for judgment against Defendant(s), and each of them, as follows:

1. For compensatory damages in an amount in excess of $10,000.00 subject to proof at time of trial;

2. For prejudgment interest;

3. For reasonable attorney's fees and costs incurred herein; and

4. For such other and further relief as the court deems just and proper.

Dated this 30th day of July, 2013.

McDONALD LAW OFFICES, PLLC

By: /s/ Brandon B. McDonald, Esq.
Brandon B. McDonald, Esq.
Nevada Bar No.: 11206
2505 Anthem Village Drive, Ste. E-474
Henderson, NV 89052
Attorneys for Plaintiffs

EXHIBIT 1

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement") made and entered into effective the 30th day of October, 2008, by and among Go Global, Inc. ("Go Global"), Carlos Huerta ("Carlos") ("Seller") and The Rogich Family Irrevocable Trust ("Buyer") with respect to the following facts and circumstances:

R E C I T A L S:

A. Seller owns a Membership Interest ("Membership Interest") in Eldorado Hills, LLC (the "Company") equal to or greater than thirty-five percent (35%) and which may be as high as forty-nine and forty –four one hundredths (49.44%) of the total ownership interests in the Company. Such interest, as well as the ownership interest currently held by Buyer, may be subject to certain potential claims of those entities set forth and attached hereto in Exhibit "A" and incorporated herein by this reference ("Potential Claimants"). Buyer intends to negotiate such claims with Seller's assistance so that such claimants confirm or convert the amounts set forth beside the name of each of said claimants into non-interest bearing debt, or an equity percentage to be determined by Buyer after consultation with Seller as desired by Seller, with no capital calls for monthly payments, and a distribution in respect of their claims in amounts from the one-third (1/3rd) ownership interest in the Company retained by Buyer.

B. Seller desires to sell, and Buyer desires to purchase, all of Seller's Membership Interest, subject to the Potential Claimants and pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and representations hereinafter contained, and subject to the conditions hereinafter set forth, it is agreed as follows:

CH 5.12

1. Sale and Transfer of Membership Interest. Subject to the terms and conditions set forth in this Agreement, Seller will transfer and convey the Membership Interest to Buyer, and Buyer will acquire the Membership Interest from Seller, upon payment of the consideration set forth herein at Closing.

2. Consideration. For and in consideration of Seller's transfer of the Membership Interest hereunder, Buyer agrees:

(a) Buyer shall owe Seller the sum of $2,747,729.50 as non-interest bearing debt with, therefore, no capital calls for monthly payments. Said amount shall be payable to Seller from future distributions or proceeds (net of bank/debt owed payments and tax liabilities from such proceeds, if any) distributed to Buyer at the rate of 56.20% of such profits, as, when and if received by Buyer from the Company.

(b) As further consideration, Buyer agrees to indemnify Seller against the personal guaranty of Seller for the existing Company loan in the approximate currently outstanding amount of $21,170,278.08, and further agrees to request the lender of such loan to release Seller from such guaranty (within one year);

(c) Furthermore, as an acknowledgment of the fact that Carlos will no longer be a manager of the Company after the Closing, Buyer shall also defend and indemnify Carlos from and against post-Closing Company activities.

3. Release of Interest. At Closing, upon payment of the Consideration required hereunder, Seller shall release and relinquish any and all right, title and interest which Seller now has or may ever have had in the Membership Interest and in any other interest (equity or debt) of the Company. Each Seller furthermore does hereby presently resign (or confirms resignation) from any and all positions in the Company as an officer, manager, employee and/or consultant. Additionally, Seller does hereby release the

Company and its members, managers and officers from any and all liability to each Seller of whatever kind or nature, including without limitation any claims for debt or equity repayment (except to the extent of the Consideration referenced in Section 2 above) or for remuneration relative to past services as an officer, manager, employee, consultant or otherwise.

4. Representations of Seller. Subject to any potential claims of the Potential Claimants, Seller represents and warrants that (i) Seller is the owner, beneficially and of record, of the Membership Interest as described in Recital A above, free and clear of all liens, encumbrances, security agreements, equities, options, claims, charges, and restrictions, which ownership interest is not evidenced by a written Membership Certificate, (ii) all of the Membership Interest is validly issued in the name of Seller, fully paid and non-assessable, (iii) Seller has full power to transfer the Membership Interest to Buyer without obtaining the consent or approval of any other person or governmental authority, (iv) Seller has been offered complete and unhindered access to all financial records, business records, and business operations of the Company, (v) the decision to sell the Membership Interest on the terms and conditions of this Agreement were negotiated by the parties upon consideration of the concurrent transactions to be entered into among Buyer, Company and two new investors (referenced below in this Section 4) and Seller has been provided all information necessary to make an informed decision regarding the acceptance of the terms hereunder and has sought the advice of such counsel or investment advisors as Seller deemed appropriate, or elected not to do so and (vi) except as otherwise provided in this Agreement, Seller is not relying upon any representations made by Buyer or Company in entering the transaction contemplated hereby. Each Seller further represents and warrants being familiar with the concurrent transactions between each of the Company and Buyer, respectively, with each of TELD, LLC and Albert E. Flangas Revocable Living Trust dated July 22nd, 2005. The transaction documentation with respect thereto recites

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the current facts and circumstances giving rise to this Purchase Agreement and those concurrent transactions. Seller further represents and warrants the accuracy of the list (and dollar amounts) of Potential Claimants set forth in Exhibit "A" and agrees to indemnify and hold Buyer harmless from and against any additional claims, over-and-above the listed dollar amounts in Exhibit A and with respect to said claimants or respect to any other claimants (including without limitation Craig Dunlap and Eric Rietz), unless the claims of such other claimants asserts unilateral agreements with Buyer. The representations, warranties and covenants of Seller contained in this Agreement shall survive the Closing hereof and shall continue in full force and effect. Seller, however, will not be responsible to pay the Exhibit A Claimants their percentage or debt. This will be Buyer's obligation, moving forward and Buyer will also make sure that any ongoing company bills (utilities, security, and expenses attributed to maintaining the property) will not be Seller's obligation(s) from the date of closing, with Pete and Al, onward.

5. Further Assurances and Covenants.

(a) Each of the parties hereto shall, upon reasonable request, execute and deliver any additional document(s) and/or instrument(s) and take any and all actions that are deemed reasonably necessary or desirable by the requesting party to consummate the transaction contemplated hereby.

(b) Go Global and Carlos shall deliver all books and records (including checks and any other material of Company) to Buyer promptly after Closing.

6. Closing. The Closing ("Closing") of the transactions hereunder shall be consummated upon the execution of this Agreement and:

(a) The delivery by Seller to Buyer of the Assignment in the form attached hereto as Exhibit "B" and incorporated herein by this reference.

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(b) The delivery to said Seller by Buyer of the Consideration set forth hereunder.

(c) Closing shall take place effective the _____ day of October, 2008, or at such other time as the parties may agree.

(d) Seller and Buyer further represent and warrant that the representations, and indemnification and payment obligations made in this Agreement shall survive Closing.

7. Miscellaneous.

(a) Notices. Any and all notices or demands by any party hereto to any other party, required or desired to be given hereunder shall be in writing and shall be validly given or made if served personally, delivered by a nationally recognized overnight courier services or if deposited in the United States Mail, certified, return receipt requested, postage prepaid, addressed as follows:

If to Buyer: The Rogich Family Irrevocable Trust
3883 Howard Hughes Pkwy., #590
Las Vegas, NV 89169

If to Seller: Go Global, Inc.
3060 E. Post Road, #110
Las Vegas, Nevada 89120

Carlos Huerta
3060 E. Post Road, #110
Las Vegas, Nevada 89120

Any party hereto may change his or its address for the purpose of receiving notices or demands as hereinabove provided by a written notice given in the manner aforesaid to the other party(ies). All notices shall be as specific as reasonably necessary to enable the party receiving the same to respond thereto.

(b) Governing Law. The laws of the State of Nevada applicable to contracts made in that State, without giving effect to its conflict of law rules, shall govern the validity, construction, performance and effect of this Agreement.

(c) Consent to Jurisdiction. Each party hereto consents to the jurisdiction of the Courts of the State of Nevada in the event any action is brought to declaratory relief or enforcement of any of the terms and provisions of this Agreement.

(d) Attorneys' Fees. Unless otherwise specifically provided for herein, each party hereto shall bear its own attorneys' fees incurred in the negotiation and preparation of this Agreement and any related documents. In the event that any action or proceeding is instituted to interpret or enforce the terms and provisions of this Agreement, however, the prevailing party shall be entitled to its costs and attorneys' fees, in addition to any other relief it may obtain or to which it may be entitled.

(e) Interpretation. In the interpretation of this Agreement, the singular may be read as the plural, and vice versa, the neuter gender as the masculine or feminine, and vice versa, and the future tense as the past or present, and vice versa, all interchangeably as the context may require in order to fully effectuate the intent of the parties and the transactions contemplated herein. Syntax shall yield to the substance of the terms and provisions hereof. Paragraph headings are for convenience of reference only and shall not be used in the interpretation of the Agreement. Unless the context specifically states to the contrary, all examples itemized or listed herein are for illustrative purposes only, and the doctrine of inclusion unius exclusio alterius shall not be applied in interpreting this Agreement.

(f) Entire Agreement. This Agreement sets forth the entire understanding of the parties, and supersedes all previous agreements, negotiations, memoranda, and understandings, whether written or

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oral. In the event of any conflict between any exhibits or schedules attached hereto, this Agreement shall control.

(g) Modifications. This Agreement shall not be modified, amended or changed in any manner unless in writing executed by the parties hereto.

(h) Waivers. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver, and no waiver shall be binding unless evidenced by an instrument in writing and executed by the party making the waiver.

(i) Invalidity. If any term, provision, covenant or condition of this Agreement, or any application thereof, should be held by a Court of competent jurisdiction to be invalid, void or unenforceable, that provision shall be deemed severable and all provisions, covenants, and conditions of this Agreement, and all applications thereof not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

(j) Binding Effect. This Agreement shall be binding on and inure to the benefit of the heirs, personal representatives, successors and permitted assigns of the parties hereto.

(k) Counterparts. This Agreement may be executed in multiple counterparts, including facsimile counterparts, which together shall constitute one and the same document.

(l) Negotiated Agreement. This is a negotiated Agreement. All parties have participated in its preparation. In the event of any dispute regarding its interpretation, it shall not be construed for or against any party based upon the grounds that the Agreement was prepared by any one of the parties.

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(m) Arbitration. Any controversy, claim, dispute or interpretations which are in any way related to the Agreement that are not settled informally in mediation shall be resolved by arbitration, if both Buyer and Seller choose this option, administered by the American Arbitration Association under its Commercial Arbitration Rules, and the judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction of and shall be final and binding on all the parties. However, if both Buyer and Seller do not mutually choose to proceed with arbitration, then the traditional legal process will be the only alternative for the parties to pursue if mediation is ineffective. In the event of any controversy, claim, dispute or interpretation, the following procedures shall be employed:

(1) If the dispute cannot be settled informally through negotiations, the parties first agree, in good faith, to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to arbitration or some other dispute resolution procedure. The mediation shall take place in Las Vegas, Nevada within sixty (60) days of initiating the mediation.

(2) At any time after the mediation, any party shall offer a request for Arbitration in writing on the other party(ies) to this Agreement and a copy of the request shall be sent to the American Arbitration Association.

(3) The party upon whom the request is served shall file a response within thirty (30) days from the service of the request for Arbitration. The response shall be served upon the other party(ies) and a copy sent to the American Arbitration Association.

(4) If both parties agree to Arbitration, then within ten (10) days after the

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American Arbitration Association sends the list of proposed arbitrators, all parties to the arbitration shall select their arbitrator and communicate their selection to the American Arbitration Association.-

(5) Unless otherwise agreed in writing by all parties, the arbitration shall be held in Las Vegas, Nevada. The arbitration hearing shall be held within ninety 90 days after the appointment of the arbitrator if and when both Buyer and Seller are both in agreement with regard to Arbitration.

(6) The arbitrator is authorized to award to any party whose claims are sustained, such sums or other relief as the arbitrator shall deem proper and such award may include reasonable attorney's fees, professional fees and other costs expended to the prevailing party(ies) as determined by the arbitrator.

(n) Time of Essence. Time is of the essence of this Agreement and all of its provisions.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first above written.

"SELLER" "BUYER"

Carlos Huerta, on behalf of Go Global, Inc.

Sigmund Rogich, on behalf of
The Rogich Family Irrevocable Trust

EXHIBIT "A"

Potential Claimants

1.	Eddyline Investments, LLC (potential investor or debtor)	$50,000.00
2.	Ray Family Trust (potential investor or debtor)	$283,561.60
3.	Nanyah Vegas, LLC (through Canamex Nevada, LLC)	$1,500,000.00
4.	Antonio Nevada, LLC/Jacob Feingold	$3,360,000.00

EXHIBIT "B"

Assignment

ASSIGNMENT

FOR VALUE RECEIVED, each of the undersigned hereby assigns and transfers unto The Rogich Family Irrevocable Trust ("Buyer"), all of the right, title and interest, if any, which the undersigned owns in and to Eldorado Hills, LLC, a Nevada limited-liability company (the "Company") and do hereby irrevocably constitute and appoint any individual designated by any officer or manager of the Company as attorney to each of the undersigned to transfer said interest(s) on the books of the Company, with full power of substitution in the premises.

DATED as of the 30 day of October, 2008.

Carlos Huerta, individually and on behalf of Go Global, Inc. as to any interest of either of them in and to the Company

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Exhibit A – 2

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CLERK OF THE COURT

ACOM
Brandon B. McDonald, Esq.
Nevada Bar No.: 11206
McDONALD LAW OFFICES, PLLC
2505 Anthem Village Drive, Ste. E-474
Henderson, NV 89052
Telephone: (702) 385-7411
Facsimile: (702) 664-0448
Attorneys for Plaintiffs

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. No.: XXVII

FIRST AMENDED COMPLAINT

COMES NOW, Plaintiffs, by and through their counsel of record, Brandon B. McDonald, Esq. of McDONALD LAW OFFICES, PLLC and for their causes of action, alleges as follows:

PARTIES

1. Plaintiff, CARLOS HUERTA (hereinafter referred to as "Huerta"), is now, and was at all times relevant hereto, a resident of Clark County, Nevada.

2. Plaintiff, CARLOS A. HUERTA as Trustee of THE ALEXANDER CHRISTOPHER

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TRUST as assignee of interests of 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.

3. Plaintiff, NANYAH VEGAS, LLC (hereinafter referred to as "Nanyah"), is now, and was at all times relevant hereto, a Nevada limited liability company doing business in Clark County, Nevada.

4. Defendant, SIGMUND ROGICH (hereinafter referred to as "Rogich"), is now, and was at all times relevant hereto, the Trustee of The Rogich Family Irrevocable Trust doing business in Clark County, Nevada.

5. Defendant, ELDORADO HILLS, LLC (hereinafter referred to as "Eldorado"), is now, and was at all times relevant hereto, a Nevada limited liability company doing business in Clark County, Nevada.

6. The true names and capacities of the Defendants named herein as DOES I-X, inclusive, whether individual, corporate, associate or otherwise, are presently unknown to Plaintiff who therefore sues the said Defendants by such fictitious names; and when the true names and capacities of DOES I-X inclusive are discovered, the Plaintiff will ask 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. That the facts surrounding this matter occurred in Clark County, Nevada, the parties reside and/or conduct business in Clark County; thus jurisdiction of this Court is proper.

8. Additionally this matter relates to an interest/investment conveyed in a Nevada limited liability company, Eldorado, which principal asset is real property located in Clark County, Nevada.

GENERAL ALLEGATIONS

A. Factual Allegations Regarding Huerta, Go Global, Rogich and Eldorado Hills

9. On or about October 2008, Huerta, Go Global and Rogich owned 100% of the membership interests of Eldorado.

10. On or about October 30, 2008 Huerta, Go Global and Rogich entered into an agreement whereby the 35% interest of Huerta and Global would be purchased by Rogich for $2,747,729.50. (See Purchase Agreement, referred to as the "Agreement", attached herein as Exhibit 1)

11. Pursuant to the Agreement the $2,747,729.50 (the "debt") would be paid from "future distributions or proceeds received by Buyer from Eldorado. (Id. at Exhibit 1, Section 2(a))

12. Upon information and belief, sometime in 2012, Rogich conveyed his membership interest in Eldorado to TELD, LLC, a Nevada limited liability company. Rogich failed to inform Huerta and Go Global of his intentions to transfer all the acquired membership interest in Eldorado to TELD, LLC and was only informed after the transfer had in fact occurred.

13. That by conveying the membership interest to TELD, Rogich breached the Agreement and also made it impossible for Huerta and Go Global to receive their rightful return of the debt. Additionally, Eldorado received the benefit of the debt, which formerly represented the membership capital account of Huerta and Go Global, as they were enabled to use those capital funds for their own benefit, without providing any benefit to Huerta and Go Global.

B. Factual Allegations Regarding Nanyah and Eldorado Hills

14. At the request of Sigmund Rogich, Huerta sought other investors on behalf of Eldorado.

15. Subsequently and in the years 2006 and 2007, Plaintiffs, Robert Ray and Nanyah collectively invested $1,783,561.60 (with Nanyah's portion being $1,500,000), collectively, in Eldorado, and were entitled to their respective membership interests.

16. At the time of the sale of Huerta and Go Global's interest in Eldorado on October 30, 2008, Rogich was expressly made aware of the claims of Ray and Nanyah, and that they had invested in Eldorado.

17. While Ray's interests in Eldorado are believed to have been preserved, despite contrary representation by Sigmund Rogich. Nanyah never received an interest in Eldorado while Eldorado retained the $1,500,000.

18. That Nanyah is entitled to the return of the $1,500,00 from Eldorado.

19. As a direct result of the actions of Defendants, Plaintiffs have been damaged in an amount in excess of $10,000.

FIRST CLAIM FOR RELIEF

(Breach of Express Contract - As Alleged by Huerta and Go Global Against Rogich)

20. Plaintiffs repeat and reallege each and every allegation contained above, as though fully set forth herein.

21. That on October 30, 2008 parties entered the Agreement regarding the sale of Huerta and Go Global's interest in Eldorado with Rogich. Pursuant to the Agreement, Huerta and Go Global would be repaid the debt. (Id. at Exhibit 1)

22. Plaintiffs have complied with all conditions precedent and fulfilled their duties under the Agreement.

23. 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, LLC. This had 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.

24. Huerta and Go Global reasonably relied on the representations of the Defendant, Rogich in that they would honor the terms of the Agreement, all to their detriment.

25. As a direct result of the actions of Defendants, Plaintiffs have been damaged in an amount in excess of $10,000.

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

SECOND CLAIM FOR RELIEF

(Breach of Covenant of Good Faith and Fair Dealing - As Alleged by Huerta and Go Global Against Rogich)

27. Plaintiffs repeat and reallege each and every allegation contained above, as though fully set forth herein.

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

29. Rogich never provided verbal or written notice of his intentions to transfer the interests held in Eldorado, and this fact was not discovered until other parties filed suit against Eldorado and Rogich for other similar conduct.

30. That in every agreement there exists a covenant of good faith and fair dealing.

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

32. That Defendant, Rogich has failed to maintain the obligations which he agreed upon as memorialized herein and in the Agreement as described herein and thereby failed to act in good faith

and has also failed to deal fairly in regards to upholding his defined duties under the Agreement.

33. As a direct result of the actions of Defendants, Plaintiffs have been damaged in an amount in excess of $10,000.

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

THIRD CLAIM FOR RELIEF

(Negligent Misrepresentation - As Alleged by Huerta and Go Global Against Rogich)

35. Plaintiffs repeat and reallege each and every allegation contained above, as though fully set forth herein.

36. That Huerta and Go Global had an interest in Eldorado that was purchased by Rogich.

37. Rogich represented at the time of the Agreement that he would remit payment to Huerta and Go Global as required, yet knew or reasonably intended to transfer the acquired interest to TELD, LLC; and furthermore knew that the representations made by him in the Agreement were in fact false with regard to tendering repayment or reasonably preserving the acquired interest so he could repay the debt in the future.

38. That these representations were made knowingly, willfully and with the intention that Huerta and Go Global would be induced to act accordingly and execute the Agreement.

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

40. As a direct result of the actions of Defendants, Plaintiffs have been damaged in an amount in excess of $10,000.

41. It has become necessary for Huerta and Go Global to engage the services of an attorney

to commence this action and is, therefore, entitled to reasonable attorney's fees and costs as damages.

FOURTH CLAIM FOR RELIEF

(Unjust Enrichment - As Alleged by Nanyah Against Eldorado)

44. Plaintiffs repeat and reallege each and every allegation contained above, as though fully set forth herein.

45. That Nanyah intended to invest $1,500,000 into Eldorado as a capital investment for the benefit of that company, which represented a benefit to Eldorado.

46. Eldorado accepted the benefit of the monies provided by Nanyah.

47. That Rogich represented on or about October, 2008, that Nanyah's interest in the company would be purchased.

48. Unknown to Nanyah, Rogich and Eldorado decided afterwards that they were not going to repay Nanyah or buy out their equity interest. However during this same time other persons who held an equity interest were repaid, such as Eric Reitz.

49. Therefore Eldorado sometime following October 2008 made a decision to decline to repay or purchase Nanyah supposed interest and has to the present kept their $1,500,000. That Nanyah believed during same time that they had an equity interest in Eldorado, and it was not until sometime in 2012 when Rogich represented that he had no interest in Eldorado and testified that TELD, LLC was the 100% interest holder in Eldorado; that Nanyah reasonably believed that they were not going to receive any benefit for the $1,500,000.

50. That Eldorado has been unjustly enriched in the amount of $1,500,000.

51. As a direct result of the actions of Defendants, Plaintiffs have been damaged in an amount in excess of $10,000.

52. It has become necessary for Nanyah to engage the services of an attorney to commence

this action and are, therefore, entitled to reasonable attorney's fees and costs as damages.

WHEREFORE Plaintiffs pray for judgment against Defendant(s), and each of them, as follows:

1. For compensatory damages in an amount in excess of $10,000.00 subject to proof at time of trial;

2. For prejudgment interest;

3. For reasonable attorney's fees and costs incurred herein; and

4. For such other and further relief as the court deems just and proper.

Dated this 21st day of October, 2013.

McDONALD LAW OFFICES, PLLC

By: /s/ Brandon B. McDonald, Esq.
Brandon B. McDonald, Esq.
Nevada Bar No.: 11206
2505 Anthem Village Drive, Ste. E-474
Henderson, NV 89052
Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I hereby certify that on this 21st day of October, 2013, service of the foregoing **FIRST AMENDED COMPLAINT** was made by depositing a true and correct copy of the same for regular mailing at Las Vegas, Nevada, first class postage fully prepaid, addressed to:

Samuel S. Lionel, Esq.
Steven C. Anderson, Esq.
LIONEL SAWYER & COLLINS
300 South Fourth Street, 17th Floor
Las Vegas, NV 89101
Attorneys for Defendant/Counterclaimant,
Eldorado Hills, LLC and Sig Rogich

/s/ Eric Tucker
An employee of McDonald Law Offices, PLLC

EXHIBIT 1

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement") made and entered into effective the 30th day of October, 2008, by and among Go Global, Inc. ("Go Global"), Carlos Huerta ("Carlos") ("Seller") and The Rogich Family Irrevocable Trust ("Buyer") with respect to the following facts and circumstances:

R E C I T A L S:

A. Seller owns a Membership Interest ("Membership Interest") in Eldorado Hills, LLC (the "Company") equal to or greater than thirty-five percent (35%) and which may be as high as forty-nine and forty –four one hundredths (49.44%) of the total ownership interests in the Company. Such interest, as well as the ownership interest currently held by Buyer, may be subject to certain potential claims of those entities set forth and attached hereto in Exhibit "A" and incorporated herein by this reference ("Potential Claimants"). Buyer intends to negotiate such claims with Seller's assistance so that such claimants confirm or convert the amounts set forth beside the name of each of said claimants into non-interest bearing debt, or an equity percentage to be determined by Buyer after consultation with Seller as desired by Seller, with no capital calls for monthly payments, and a distribution in respect of their claims in amounts from the one-third (1/3rd) ownership interest in the Company retained by Buyer.

B. Seller desires to sell, and Buyer desires to purchase, all of Seller's Membership Interest, subject to the Potential Claimants and pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and representations hereinafter contained, and subject to the conditions hereinafter set forth, it is agreed as follows:

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1. Sale and Transfer of Membership Interest. Subject to the terms and conditions set forth in this Agreement, Seller will transfer and convey the Membership Interest to Buyer, and Buyer will acquire the Membership Interest from Seller, upon payment of the consideration set forth herein at Closing.

2. Consideration. For and in consideration of Seller's transfer of the Membership Interest hereunder, Buyer agrees:

(a) Buyer shall owe Seller the sum of $2,747,729.50 as non-interest bearing debt with, therefore, no capital calls for monthly payments. Said amount shall be payable to Seller from future distributions or proceeds (net of bank/debt owed payments and tax liabilities from such proceeds, if any) distributed to Buyer at the rate of 56.20% of such profits, as, when and if received by Buyer from the Company.

(b) As further consideration, Buyer agrees to indemnify Seller against the personal guaranty of Seller for the existing Company loan in the approximate currently outstanding amount of $21,170,278.08, and further agrees to request the lender of such loan to release Seller from such guaranty (within one year);

(c) Furthermore, as an acknowledgment of the fact that Carlos will no longer be a manager of the Company after the Closing, Buyer shall also defend and indemnify Carlos from and against post-Closing Company activities.

3. Release of Interest. At Closing, upon payment of the Consideration required hereunder, Seller shall release and relinquish any and all right, title and interest which Seller now has or may ever have had in the Membership Interest and in any other interest (equity or debt) of the Company. Each Seller furthermore does hereby presently resign (or confirms resignation) from any and all positions in the Company as an officer, manager, employee and/or consultant. Additionally, Seller does hereby release the

Company and its members, managers and officers from any and all liability to each Seller of whatever kind or nature, including without limitation any claims for debt or equity repayment (except to the extent of the Consideration referenced in Section 2 above) or for remuneration relative to past services as an officer, manager, employee, consultant or otherwise.

4. Representations of Seller. Subject to any potential claims of the Potential Claimants, Seller represents and warrants that (i) Seller is the owner, beneficially and of record, of the Membership Interest as described in Recital A above, free and clear of all liens, encumbrances, security agreements, equities, options, claims, charges, and restrictions, which ownership interest is not evidenced by a written Membership Certificate, (ii) all of the Membership Interest is validly issued in the name of Seller, fully paid and non-assessable, (iii) Seller has full power to transfer the Membership Interest to Buyer without obtaining the consent or approval of any other person or governmental authority, (iv) Seller has been offered complete and unhindered access to all financial records, business records, and business operations of the Company, (v) the decision to sell the Membership Interest on the terms and conditions of this Agreement were negotiated by the parties upon consideration of the concurrent transactions to be entered into among Buyer, Company and two new investors (referenced below in this Section 4) and Seller has been provided all information necessary to make an informed decision regarding the acceptance of the terms hereunder and has sought the advice of such counsel or investment advisors as Seller deemed appropriate, or elected not to do so and (vi) except as otherwise provided in this Agreement, Seller is not relying upon any representations made by Buyer or Company in entering the transaction contemplated hereby. Each Seller further represents and warrants being familiar with the concurrent transactions between each of the Company and Buyer, respectively, with each of TELD, LLC and Albert E. Flangas Revocable Living Trust dated July 22nd, 2005. The transaction documentation with respect thereto recites

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the current facts and circumstances giving rise to this Purchase Agreement and those concurrent transactions. Seller further represents and warrants the accuracy of the list (and dollar amounts) of Potential Claimants set forth in Exhibit "A" and agrees to indemnify and hold Buyer harmless from and against any additional claims, over-and-above the listed dollar amounts in Exhibit A and with respect to said claimants or respect to any other claimants (including without limitation Craig Dunlap and Eric Rietz), unless the claims of such other claimants asserts unilateral agreements with Buyer. The representations, warranties and covenants of Seller contained in this Agreement shall survive the Closing hereof and shall continue in full force and effect. Seller, however, will not be responsible to pay the Exhibit A Claimants their percentage or debt. This will be Buyer's obligation, moving forward and Buyer will also make sure that any ongoing company bills (utilities, security, and expenses attributed to maintaining the property) will not be Seller's obligation(s) from the date of closing, with Pete and Al, onward.

5. Further Assurances and Covenants.

(a) Each of the parties hereto shall, upon reasonable request, execute and deliver any additional document(s) and/or instrument(s) and take any and all actions that are deemed reasonably necessary or desirable by the requesting party to consummate the transaction contemplated hereby.

(b) Go Global and Carlos shall deliver all books and records (including checks and any other material of Company) to Buyer promptly after Closing.

6. Closing. The Closing ("Closing") of the transactions hereunder shall be consummated upon the execution of this Agreement and:

(a) The delivery by Seller to Buyer of the Assignment in the form attached hereto as Exhibit "B" and incorporated herein by this reference.

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(b) The delivery to said Seller by Buyer of the Consideration set forth hereunder.

(c) Closing shall take place effective the _____ day of October, 2008, or at such other time as the parties may agree.

(d) Seller and Buyer further represent and warrant that the representations, and indemnification and payment obligations made in this Agreement shall survive Closing.

7. Miscellaneous.

(a) Notices. Any and all notices or demands by any party hereto to any other party, required or desired to be given hereunder shall be in writing and shall be validly given or made if served personally, delivered by a nationally recognized overnight courier services or if deposited in the United States Mail, certified, return receipt requested, postage prepaid, addressed as follows:

If to Buyer: The Rogich Family Irrevocable Trust
3883 Howard Hughes Pkwy., #590
Las Vegas, NV 89169

If to Seller: Go Global, Inc.
3060 E. Post Road, #110
Las Vegas, Nevada 89120

Carlos Huerta
3060 E. Post Road, #110
Las Vegas, Nevada 89120

Any party hereto may change his or its address for the purpose of receiving notices or demands as hereinabove provided by a written notice given in the manner aforesaid to the other party(ies). All notices shall be as specific as reasonably necessary to enable the party receiving the same to respond thereto.

(b) Governing Law. The laws of the State of Nevada applicable to contracts made in that State, without giving effect to its conflict of law rules, shall govern the validity, construction, performance and effect of this Agreement.

(c) Consent to Jurisdiction. Each party hereto consents to the jurisdiction of the Courts of the State of Nevada in the event any action is brought to declaratory relief or enforcement of any of the terms and provisions of this Agreement.

(d) Attorneys' Fees. Unless otherwise specifically provided for herein, each party hereto shall bear its own attorneys' fees incurred in the negotiation and preparation of this Agreement and any related documents. In the event that any action or proceeding is instituted to interpret or enforce the terms and provisions of this Agreement, however, the prevailing party shall be entitled to its costs and attorneys' fees, in addition to any other relief it may obtain or to which it may be entitled.

(e) Interpretation. In the interpretation of this Agreement, the singular may be read as the plural, and vice versa, the neuter gender as the masculine or feminine, and vice versa, and the future tense as the past or present, and vice versa, all interchangeably as the context may require in order to fully effectuate the intent of the parties and the transactions contemplated herein. Syntax shall yield to the substance of the terms and provisions hereof. Paragraph headings are for convenience of reference only and shall not be used in the interpretation of the Agreement. Unless the context specifically states to the contrary, all examples itemized or listed herein are for illustrative purposes only, and the doctrine of inclusion unius exclusio alterius shall not be applied in interpreting this Agreement.

(f) Entire Agreement. This Agreement sets forth the entire understanding of the parties, and supersedes all previous agreements, negotiations, memoranda, and understandings, whether written or

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oral. In the event of any conflict between any exhibits or schedules attached hereto, this Agreement shall control.

(g) Modifications. This Agreement shall not be modified, amended or changed in any manner unless in writing executed by the parties hereto.

(h) Waivers. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver, and no waiver shall be binding unless evidenced by an instrument in writing and executed by the party making the waiver.

(i) Invalidity. If any term, provision, covenant or condition of this Agreement, or any application thereof, should be held by a Court of competent jurisdiction to be invalid, void or unenforceable, that provision shall be deemed severable and all provisions, covenants, and conditions of this Agreement, and all applications thereof not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

(j) Binding Effect. This Agreement shall be binding on and inure to the benefit of the heirs, personal representatives, successors and permitted assigns of the parties hereto.

(k) Counterparts. This Agreement may be executed in multiple counterparts, including facsimile counterparts, which together shall constitute one and the same document.

(l) Negotiated Agreement. This is a negotiated Agreement. All parties have participated in its preparation. In the event of any dispute regarding its interpretation, it shall not be construed for or against any party based upon the grounds that the Agreement was prepared by any one of the parties.

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(m) Arbitration. Any controversy, claim, dispute or interpretations which are in any way related to the Agreement that are not settled informally in mediation shall be resolved by arbitration, if both Buyer and Seller choose this option, administered by the American Arbitration Association under its Commercial Arbitration Rules, and the judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction of and shall be final and binding on all the parties. However, if both Buyer and Seller do not mutually choose to proceed with arbitration, then the traditional legal process will be the only alternative for the parties to pursue if mediation is ineffective. In the event of any controversy, claim, dispute or interpretation, the following procedures shall be employed:

(1) If the dispute cannot be settled informally through negotiations, the parties first agree, in good faith, to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to arbitration or some other dispute resolution procedure. The mediation shall take place in Las Vegas, Nevada within sixty (60) days of initiating the mediation.

(2) At any time after the mediation, any party shall offer a request for Arbitration in writing on the other party(ies) to this Agreement and a copy of the request shall be sent to the American Arbitration Association.

(3) The party upon whom the request is served shall file a response within thirty (30) days from the service of the request for Arbitration. The response shall be served upon the other party(ies) and a copy sent to the American Arbitration Association.

(4) If both parties agree to Arbitration, then within ten (10) days after the

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American Arbitration Association sends the list of proposed arbitrators, all parties to the arbitration shall select their arbitrator and communicate their selection to the American Arbitration Association.-

(5) Unless otherwise agreed in writing by all parties, the arbitration shall be held in Las Vegas, Nevada. The arbitration hearing shall be held within ninety 90 days after the appointment of the arbitrator if and when both Buyer and Seller are both in agreement with regard to Arbitration.

(6) The arbitrator is authorized to award to any party whose claims are sustained, such sums or other relief as the arbitrator shall deem proper and such award may include reasonable attorney's fees, professional fees and other costs expended to the prevailing party(ies) as determined by the arbitrator.

(n) Time of Essence. Time is of the essence of this Agreement and all of its provisions.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first above written.

"SELLER" "BUYER"

Carlos Huerta, on behalf of Go Global, Inc.

Sigmund Rogich, on behalf of
The Rogich Family Irrevocable Trust

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EXHIBIT "A"

Potential Claimants

1.	Eddyline Investments, LLC (potential investor or debtor)	$50,000.00
2.	Ray Family Trust (potential investor or debtor)	$283,561.60
3.	Nanyah Vegas, LLC (through Canamex Nevada, LLC)	$1,500,000.00
4.	Antonio Nevada, LLC/Jacob Feingold	$3,360,000.00

EXHIBIT "B"

Assignment

ASSIGNMENT

FOR VALUE RECEIVED, each of the undersigned hereby assigns and transfers unto The Rogich Family Irrevocable Trust ("Buyer"), all of the right, title and interest, if any, which the undersigned owns in and to Eldorado Hills, LLC, a Nevada limited-liability company (the "Company") and do hereby irrevocably constitute and appoint any individual designated by any officer or manager of the Company as attorney to each of the undersigned to transfer said interest(s) on the books of the Company, with full power of substitution in the premises.

DATED as of the 30 day of October, 2008.

Carlos Huerta, individually and on behalf of Go Global, Inc. as to any interest of either of them in and to the Company

17538-10/340634_6

Exhibit A – 3

Samuel S. Lionel, NV Bar No. 1766
slionel@lionelsawyer.com
Steven C. Anderson, NV Bar No. 11901
sanderson@lionelsawyer.com
LIONEL SAWYER & COLLINS
300 South Fourth Street, Suite 1700
Las Vegas, Nevada 89101
Tel: (702) -383-8884; (702) 383-8845 (Fax)

Attorneys for Defendants,
Sig Rogich aka Sigmund Rogich as Trustee of The Rogich Family Irrevocable Trust; Eldorado Hills, LLC, a Nevada limited liability company

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CLERK OF THE COURT

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 1-X, and or ROE CORPORATIONS 1-X, inclusive

Defendants

ELDORADO HILLS, LLC, a Nevada limited liability company

Defendant/Counterclaimants

v.

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

Plaintiffs/Counterdefendants

Case No. A-13-686303-C
Department: XXVII

ANSWER TO FIRST AMENDED COMPLAINT AND COUNTERCLAIM

JURY DEMAND

ANSWER TO FIRST AMENDED COMPLAINT

Defendants Sig Rogich, as Trustee of The Rogich Family Irrevocable Trust, and Eldorado Hills, LLC, answer the First Amended Complaint as follows:

1. Admit the allegations in Paragraph 1.

2. Allege they are without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 2.

3. Allege they are without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 3.

4. Admit the allegations in Paragraph 4.

5. Admit the allegations in Paragraph 5.

6. Allege they are without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 6.

7. Allege they are without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 7.

8. Admit that the principal asset of Eldorado is real property located in Clark County, Nevada and deny all other allegations in Paragraph 8.

9. Deny the allegations in Paragraph 9.

10. Allege Exhibit 1 speaks for itself and deny any allegation in Paragraph 10 inconsistent therewith.

11. Allege Exhibit 1 speaks for itself and deny any allegation in Paragraph 11 inconsistent therewith.

12. Admit the allegations in the first sentence of Paragraph 12 and deny the allegations in the second sentence of said Paragraph.

13. Deny the allegations in Paragraph 13.

14. Deny the allegations in Paragraph 14.

15. Deny the allegations in Paragraph 15.

16. Admit the allegations in Paragraph 16.

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17. Answering Paragraph 17, admit that Ray has an interest in Eldorado, deny any alleged representations of Rogich, admit Nanyah never received an interest in Eldorado and deny Eldorado retained the $1,500,000.

18. Deny the allegations in Paragraph 18.

19. Deny the allegations in Paragraph 19.

20. Defendants repeat and reallege their answers to the allegations in Paragraph 1 through Paragraph 19.

21. Allege Exhibit 1 speaks for itself and deny any allegation in Paragraph 21 inconsistent therewith.

22. Deny the allegations in Paragraph 22 and allege that Plaintiffs have failed to perform their duties as set forth in Purchase Agreement.

23. Admit the transfer of Defendant Rogich's interest in Eldorado as alleged in Paragraph 23 and deny the other allegations in said paragraph.

24. Deny the allegations in Paragraph 24 and specifically deny that the alleged representation was made.

25. Deny the allegations in Paragraph 25.

26. Deny the allegations in Paragraph 26 and allege that Defendants have retained attorneys to defend this action and pursuant to Paragraph 6(d) of the Purchase Agreement, and they are entitled to their costs and reasonable attorneys fees for their services herein.

27. Defendants repeat and reallege their answers to the allegations in paragraphs 1 through 26.

28. Allege Exhibit 1 speaks for itself and deny any allegation in Paragraph 28 inconsistent therewith.

29. Deny the allegations in Paragraph 29.

30. Admit the allegations in Paragraph 30.

31. Allege Exhibit 1 speaks for itself and deny any allegations in Paragraph 31 inconsistent therewith.

32. Deny the allegations in Paragraph 32.

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33. Deny the allegations in Paragraph 33.

34. Deny the allegations in Paragraph 34 and allege that Defendants have retained attorneys to defend this action and pursuant to Paragraph 6(d) of the Purchase Agreement, and they are entitled to their costs and reasonable attorneys fees for their services herein.

35. Defendants repeat and reallege their answers to the allegations in Paragraphs 1 through 34.

36. Deny the allegations in Paragraph 36.

37. Deny the allegations in Paragraph 37 and specifically deny the alleged representation was made.

38. Deny the allegations in Paragraph 38 and specifically deny the alleged representations were made.

39. Deny the allegations in Paragraph 39 and specifically deny the alleged representations were made.

40. Deny the allegations in Paragraph 40.

41. Deny the allegations in Paragraph 41 and allege that Defendants have retained attorneys to defend this action and pursuant to Paragraph 6(d) of the Purchase Agreement, and they are entitled to their costs and reasonable attorneys fees for their services herein.

42. There is no paragraph 42.

43. There is no paragraph 43.

44. Defendants repeat and reallege their answers to Paragraph 1 through 41. There are no paragraphs 42 and 43.

45. Allege they are without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 45.

46. Deny the allegations in Paragraph 46.

47. Deny the allegations in Paragraph 47.

48. Admit that Eric Reitz was repaid his investment as alleged in Paragraph 48 and deny the other allegations in said paragraph.

49. Deny the allegations in Paragraph 49.

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50. Deny the allegations in Paragraph 50.

51. Deny the allegations in Paragraph 51.

52. Deny the allegations in Paragraph 52 and allege that Defendants have retained attorneys to defend this action and pursuant to Paragraph 6(d) of The Purchase Agreement, and they are entitled to their costs and reasonable attorney's fees.

AFFIRMATIVE DEFENSES

First Affirmative Defense

The First Amended Complaint fails to state a claim against either Defendant upon which relief can be granted.

Second Affirmative Defense

(Failure to Exhaust)

Plaintiffs have failed to exhaust their contract remedies.

Third Affirmative Defense

(Misjoinder)

There is a misjoinder of claims.

Fourth Affirmative Defense

(Release)

Plaintiffs' have released Defendants from any and all liability to Plaintiffs.

Fifth Affirmative Defense

(Release)

Plaintiffs' have released Defendants with respect to any purported representations in connection with the Purchase Agreement.

Sixth Affirmative Defense

(Limitations)

Plaintiffs' purported claims are barred by applicable statutes of limitations,

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Seventh Affirmative Defense

(Waiver)

Plaintiffs' purported claims are barred by the doctrine of waiver.

Eighth Affirmative Defense

(Estoppel)

Plaintiffs' purported claims are barred by the doctrine of estoppel.

Ninth Affirmative Defense

(No Injury)

Plaintiffs' purported claims are barred because Plaintiffs' have not sustained any cognizable injury.

Tenth Affirmative Defense

(Lack of Control)

Plaintiffs' purported claims are barred because of actions not within the control of Defendants.

Eleventh Affirmative Defense

(Good Faith)

Plaintiffs' purported claims are barred because Defendants at all times acted in good faith and did not, directly or indirectly, induce any act or acts constituting a cause of action arising under any law.

Twelfth Affirmative Defense

(Speculative)

Plaintiffs' damage claims are barred because they are speculative in nature and/or not otherwise recoverable under the law.

Thirteenth Affirmative Defense

(Risks)

Plaintiffs' purported claims are barred because Plaintiffs knew or should have known the risks associated with the Purchase Agreement.

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Fourteenth Affirmative Defense

(Acquiescence)

Plaintiffs' purported claims are barred because Plaintiffs acquiesced in Defendants' transfer to Teld, LLC.

Fifteenth Affirmative Defense

(No Violation)

Plaintiffs' alleged claims for damages, based on the Purchase Agreement, cannot be regarded as a violation of the implied covenant of good faith and fair dealing.

Sixteenth Affirmative Defense

(No Violation)

Plaintiffs' alleged claims are not violations of the implied covenant of good faith and fair dealing.

Seventeenth Affirmative Defense

(Good Faith)

Defendants at all relevant times acted in good faith.

Eighteenth Affirmative Defense

(Fair Dealing)

Defendants at all relevant times dealt fairly.

Nineteenth Affirmative Defense

(No Breach)

Defendants did not breach the implied covenant of good faith and fair dealing.

Twentieth Affirmative Defense

(No Breach)

Defendants did not breach any provision of the Purchase Agreement.

Twenty First Affirmative Defense

(Good Faith Presumptions)

Defendants are entitled to the presumption that they acted in good faith.

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Twenty Second Affirmative Defense

(No Malice)

Defendant Rogich's transfer of the Eldorado interests to Teld, LLC was not malicious.

Twenty Third Affirmative Defense

(Good Faith Transfers)

Defendant Rogich's transfer of the Eldorado interests to Teld, LLC was in good faith.

Twenty Fourth Affirmative Defense

(Good Faith Transfers)

Defendant Rogich's transfer of the Eldorado interests did not deliberately contravene the intention and spirit of the Purchase Agreement.

Twenty Fifth Affirmative Defense

(Statute of Frauds)

Plaintiffs claims are barred by the Statute of Frauds.

Twenty-Sixth Affirmative Defense

(Good Faith Transfers)

Defendant Rogich did not purposefully and/or intentionally transfer the Eldorado interests to Teld, LLC to prevent Plaintiffs from possibly obtaining income in the event Eldorado ever made distributions to Rogich.

Twenty-Seventh Affirmative Defense

(Basis for Transfer)

Defendant Rogich had a reasonable basis for transferring the Eldorado interests to Teld, LLC.

Twenty-Eighth Affirmative Defense

(Charter Revocation)

Nanyah Vegas, LLC's charter has been revoked and its right to transact business forfeited. It had no right to commence this action or to maintain it.

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Twenty-Ninth Affirmative Defense

(Plaintiffs' Conduct)

1. At the time Nanyah Vegas, LLC ("Nanyah") alleges it made a $1,500,000 investment in Eldorado, Plaintiff, Carlos Huerta, an individual, ("Huerta') was a managing member of Eldorado. He was then, upon information and belief, the President and sole shareholder of Go Global, Inc. (a Plaintiff herein sub nomine The Alexander Christopher Trust, its assignee of its interests) ("Go Global"), who was then the manager of Canamex Nevada, LLC ("Canamex").

2. Upon information and belief, Huerta deposited Nanyah's $1,500,000 Investment into a Canamex bank account which Huerta then withdrew and deposited in an Eldorado bank account, withdrew it, and transferred it to an Eldorado money market account, withdrew it and wrote a check for $1,420,000 to Go Global from the account and classified it as a consulting fee.

3. Huerta's and Go Global's conduct was wrongful. Eldorado was not unjustly enriched.

Thirtieth Affirmative Defense

(Reserve All Rights)

Defendants hereby reserve and assert all affirmative defenses available under any federal law and under any available state law. Defendants presently have insufficient knowledge or information upon which to form a belief as to whether they may have other, as yet unstated affirmative defenses available. Therefore, Defendants reserve the right to assert additional affirmative defenses in the event that discovery indicates it would be appropriate.

WHEREAS, Defendants demand that the First Amended Complaint be dismissed and reasonable attorneys fees be awarded to Defendants.

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LIONEL SAWYER & COLLINS

By: _____

Samuel S. Lionel
Nevada Bar No. 1766
Steven Anderson.
Nevada Bar No. 11901
300 South Fourth Street, Suite 1700
Las Vegas, Nevada 89101

Attorneys for Defendants, Sig Rogich aka Sigmund Rogich as Trustee of The Rogich Family Irrevocable Trust; Eldorado Hills, LLC.

COUNTERCLAIM

Defendant/Counterclaimant Eldorado Hills, LLC ("Eldorado") for its Counterclaim against Plaintiffs/Counterdefendants Carlos A. Huerta, an individual ("Huerta"), Carlos A. Huerta, as Trustee of the Alexander Christopher Trust, as assignee of interests of Go Global, Inc., a Nevada corporation ("Go Global"), alleges as follows:

1. Plaintiff Nanyah Vegas, LLC ("Nanyah") alleges in the Fourth Claim for Relief that Eldorado was unjustly enriched in the amount of $1,500,000 and is entitled to recover said amount together with reasonable attorneys fees and costs.

2. Defendant Eldorado has alleged in the Twenty-Ninth Affirmative Defense that it was not unjustly enriched and Counterclaimants Huerta and Go Global have taken Nanyah's money.

3. Therefore, under general equitable principles and rules of law governing this action, Eldorado is entitled to indemnity from Counterdefendants if it is determined for any reason that Eldorado has been unjustly enriched to any extent, including reasonable attorneys' fees and costs.

WHEREFORE Counterclaimant Eldorado demands equitable relief from Counterdefendants as set forth in the proceeding paragraph.

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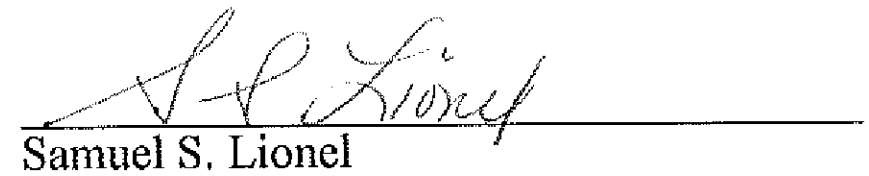
JURY DEMAND

Defendants hereby demand a trial by jury on all claims and issues so triable.

LIONEL SAWYER & COLLINS

By: 

Samuel S. Lionel
Nevada Bar No. 1766
Steven Anderson.
Nevada Bar No. 11901
300 South Fourth Street, Suite 1700
Las Vegas, Nevada 89101

Attorneys for Defendant/Counterclaimant
Eldorado Hills, LLC

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 8th day of November, 2013, I mailed a true and correct copy of the ANSWER TO FIRST AMENDED COMPLAINT AND COUNTERCLAIM via U.S. Mail, postage prepaid to the following parties at their last known address:

Brandon McDonald, Esq.
McDonald Law Offices, PLLC
2505 Anthem Village Drive
Suite E-474
Henderson, NV 89052
Attorneys for Plaintiff

Diane Farnham

An Employee of Lionel Sawyer & Collins

Exhibit A – 4

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CLERK OF THE COURT

ANSW
Brandon B. McDonald, Esq.
Nevada Bar No.: 11206
McDONALD LAW OFFICES, PLLC
2505 Anthem Village Drive, Ste. E-474
Henderson, NV 89052
Telephone: (702) 385-7411
Facsimile: (702) 664-0448
Attorneys for Plaintiffs

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. No.: XXVII

ANSWER TO COUNTERCLAIM

COMES NOW, Plaintiffs, by and through their counsel of record, Brandon B. McDonald, Esq. of McDONALD LAW OFFICES, PLLC, and hereby respond to Defendant, Eldorado Hills, LLC's Counterclaim as follows:

1. Answering paragraph 1 of the Counterclaim, Counterdefendants state that the Complaint speaks for itself. To the extent that the allegations contained in paragraph 1 are merely repeating allegations contained in the Complaint, Counterdefendants admit said allegations.

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2. Answering paragraph 2 of the Counterclaim, Counterdefendants state that the Answer filed speaks for itself. To the extent that the allegations contained in paragraph 2 are merely repeating allegations contained in the Answer, Counterdefendants admit said allegations.

3. Answering paragraph 3 of the Counterclaim, Counterdefendants deny the allegations contained therein.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

The Counterclaim fails to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

Counterclaimant's claims are barred by the doctrine of estoppel.

THIRD AFFIRMATIVE DEFENSE

Counterclaimant is not entitled to relief due to the doctrine of unclean hands.

FOURTH AFFIRMATIVE DEFENSE

Counterclaimant's relief is barred in equity.

FIFTH AFFIRMATIVE DEFENSE

Counterclaimant's claims are barred by the doctrine of laches.

SIXTH AFFIRMATIVE DEFENSE

Counterclaimant has failed to maintain evidence, or in fact committed spoliation, and now seeks to assert claims which reasonably require such evidence to either prove or disprove Plaintiff's allegations.

NINTH AFFIRMATIVE DEFENSE

Pursuant to Rule 8 of the Nevada Rules of Civil Procedure, all possible affirmative defenses may not have been alleged herein insofar as insufficient facts were not available after reasonable

inquiry upon the filing of Plaintiffs' Amended Complaint. Counterdefendant hereby incorporate by reference those affirmative defenses enumerated in NRCP 8 as if fully set forth herein. In the event further investigation or discovery reveals the applicability of any such defenses, Counterdefendant reserves the right to seek leave of the Court to amend this Answer and to specifically assert any such defense. Such defenses are herein incorporated by reference for the specific purpose of not waiving any such defense.

1. That Counterclaimant take nothing by way of its Counterclaim;

2. For attorney's fees and costs of suit herein;

3. For an award of punitive damages since the claims and allegations are frivolous;

4. For such other and further relief as the Court may deem appropriate.

Dated this 20th day of February, 2013.

McDONALD LAW OFFICES, PLLC

By: /s/ Brandon B. McDonald, Esq.
Brandon B. McDonald, Esq.
Nevada Bar No.: 11206
2505 Anthem Village Drive, Ste. E-474
Henderson, NV 89052
Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I hereby certify that on this 20th A68day of February, 2013, service of the foregoing **ANSWER TO COUNTERCLAIM** was made by depositing a true and correct copy of the same for regular mailing at Las Vegas, Nevada, first class postage fully prepaid, addressed to:

Samuel S. Lionel, Esq.
Steven C. Anderson, Esq.
LIONEL SAWYER & COLLINS
300 South Fourth Street, 17th Floor
Las Vegas, NV 89101
Attorneys for Defendant/Counterclaimant,
Eldorado Hills, LLC and Sig Rogich

/s/ Eric Tucker
An employee of McDonald Law Offices, PLLC

Exhibit A – 5

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CLERK OF THE COURT

MSJ
Samuel S. Lionel, NV Bar No. 1766
slionel@lionelsawyer.com
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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, 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 Date: Time:

MOTION FOR PARTIAL SUMMARY JUDGMENT

Defendant Eldorado Hills, LLC ("Eldorado") moves the court for an Order Granting Summary Judgment to Eldorado with respect to Plaintiff Nanyah Vegas, LLC's ("Nanyah") claim for Unjust Enrichment.[1]

I. INDISPUTABLE MATERIAL FACTS

1. Nanyah alleges it invested $1,500,000 in Eldorado in 2006 and 2007. (Amended Complaint, ¶ 15).
2. There is no evidence that Nanyah ever invested anything in Eldorado.
3. There is no evidence that Nanyah ever had any dealings with Eldorado.
4. There is no written evidence that Nanyah ever had an interest in Eldorado.[2]
5. There is no evidence Nanyah has conferred a benefit on Eldorado.
6. There is no evidence Eldorado has accepted or retained any benefit from Nanyah.
7. There is no evidence Nanyah performed services for Eldorado.
8. Huerta was a manager of Eldorado from 2005 through October 31, 2008. (Huerta 4/3/14 at 11:21-12:6).
9. Although Carlos Huerta was the tax matters partner of Eldorado, Nanyah was not shown on the Eldorado tax return in 2007 as having an interest in Eldorado. (Huerta 4/3/14 at 65:8-18).
10. This action was commenced on July 31, 2013, more than four years after Nanyah's alleged investment.
11. Nanyah's alleged claim of unjust enrichment was not based upon a contract,

---

[1] The Fourth Claim for Relief alleged in the Amended Complaint by Nanyah for Eldorado's alleged unjust enrichment is the only claim alleged by Nanyah. Huerta was deposed twice. The first time he testified on April 3, 2014, as Nanyah's person most knowledgeable. Huerta 4/3/14 at 5:22-6:8. His second deposition was on April 30, 2014.

[2] Eldorado has recently submitted a Nanyah Request to Admit. "There is no written documentation that was authored by Eldorado Hills, LLC, its agents or representatives that states that Nanyah Vegas, LLC has a membership interest in Eldorado Hills." Needless to say, it will be admitted.

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obligation or liability founded upon an instrument in writing and it is therefore barred by the statute of limitations.

II. ADDITIONAL FACTS

At his first deposition, Huerta testified that Yoav Harlap wired 1.5 million from Israel to Eldorado's bank account. At his second deposition he admitted the 1.5 million was wired to his CanaMex account, not to the Eldorado account. He withdrew the 1.5 million from the CanaMex account and deposited it into the Eldorado account. (Huerta 4/30/14 at 82:10 - 85:6).

During his depositions, Huerta repeatedly attempted to claim that in some way the 1.5 million that Harlap wired to the CanaMex account was for a Nanyah interest in Eldorado. In fact, a short history of that 1.5 million shows that within eight days of Harlaps' December 6, 2007 wire, the 1.5 million, less 80 thousand, was taken by Huerta as a consulting fee.

The CanaMex evidence is as follows:

Go Global, Inc., Huerta's wholly owned corporation was the Manager of CanaMex. Huerta 4/3/14 at 8:10-22. Ex. B.

Huerta opened an account at Nevada State Bank in the name of CanaMex. Ex. C.

On December 6, 2007, a wire was received by Nevada State Bank in the amount of 1.5 million from Yoav Harlap to the account of CanaMex and to the attention of Melissa Dewin. Huerta had instructed Harlap to send the money to the CanaMex account to her attention. Huerta 4/30/14 at 82:10-84:6. Ex. D.

On December 7, 2007, Huerta withdrew the 1.5 million from the CanaMex account and deposited it into the Eldorado Account at the same bank. Huerta 4/30/14 at 84:23-85:21. Ex. E.

On December 10, 2007, Huerta transferred 1.45 million from the account to an Eldorado money market account at the same bank. Ex. E. At the time the 1.45 million was transferred into the account, Eldorado's bank balance was only $1,870.51. Huerta 4/30/14 at 87:1-5.

On December 14, 2007, Huerta requested the bank in writing to transfer 1.42 million from the money market account to Go Global and that day the bank processed a check in that amount payable to Go Global. Huerta 4/30/14 at 87:16-88:20. Ex. F. Go Global's bank statement

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shows the deposit on December 14, 2007. Huerta 4/30/14 at 89:19-90:11.

The 1.42 million paid to Go Global was considered by Huerta to be a consulting fee. Huerta 4/3/14 at 54:2-56:1. Ex. G, H.

SUMMARY JUDGMENT STANDARD

Summary Judgment is appropriate where "no genuine issue of material fact [remains] and the moving party is entitled to judgment as a matter of law." Wood v. Safeway, Inc., 121 Nev. 724, 729, 121 P.3d 1026, 1029 (2005).

Here, there is no genuine issue of material fact. There is no fact issue. It is undisputed that Nanyah has alleged that it invested 1.5 million in Eldorado in 2006 or 2007 and that the Complaint was filed by Nanyah and others on July 31, 2013, more than five years after Nanyah's alleged Eldorado investment. As Nanyah's claim was not based upon a contract, obligation or liability founded upon an instrument in writing, it is barred under NRS 11.190 (2) and Eldorado is entitled to summary judgment as a matter of law. Wood v. Safeway, Libby v. The Eighth Judicial District Court, 130 Nev. Adv. Op. 39, 325 P.3d 1276 (2014).

III. ARGUMENT

NANYAH'S CLAIM IS BARRED BY NRS 11.190(2)

As shown, there is no dispute with respect to the two critical facts here. They are that Nanyah alleges in his complaint that he invested 1.5 million in Eldorado in 2006 and 2007 and his complaint was filed July 31, 2013. NRS 11.190(2) provides that "[a]n action upon a contract, obligation or liability not founded upon an instrument in writing" must be commenced within four years. Nanyah's action was commenced more than five years after it allegedly made the investment in Eldorado. In seeking to recover 1.5 million from Eldorado, Nanyah does not allege his claim is founded upon a written contract, obligation or liability. Rather his claim is that Eldorado was unjustly enriched by his alleged 1.5 million dollar investment in 2006.

Thus, Eldorado should be awarded summary judgment as a matter of law. In Libby v. The Eighth Judicial District Court, 130 Nev. Adv. Op. 39, 325 P.3d 1276, 1277 (2014) the limitation statute involved was NRS 41.097 (2) which provides that an action against a health

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care provider must be filed within one year of the injury's discovery or three years of the injury date. The Supreme Court held that the three-year limitation period begins to run when a patient suffers appreciable harm regardless of whether the plaintiff is aware of the injury's cause, and because the plaintiff suffered appreciable harm to her knee more than three years before she filed her complaint, the "District Court was required to grant Dr. Libby's Motion for Summary Judgment."

Here, there is nothing that will toll or otherwise extend the expiration of Nanyah's time to sue for his alleged claim and its failure to file it within four years of its alleged investment entitles Eldorado to summary judgment as a matter of law.[3]

III. CONCLUSION

Eldorado should be awarded Summary Judgment dismissing Nanyah's fourth claim for relief.

DATED: July 17, 2014.

LIONEL SAWYER & COLLINS

By: _____

Samuel S. Lionel, NV Bar No. 1766
slionel@lionelsawyer.com
300 South Fourth Street, 17th Floor
Las Vegas, Nevada 89101
Telephone: (702) 383-8884
Fax: (702) 383-8845
Attorney for Defendant
Eldorado Hills, LLC

[3] Although Eldorado is clearly entitled to Summary Judgment as a matter of law, Eldorado believes, based on Huerta's deposition testimony, Nanyah will argue that somehow Harlap's 1.5 million paid for a Nanyah investment in Eldorado. The additional facts show clearly that Huerta, Harlap's stewart (Huerta 4/3/14 at 62:16-63:2) appropriated for himself almost 95% as a consulting fee. Thus, the Harlap money was not available to purchase an Eldorado interest or confer a benefit on Eldorado nor could Eldorado accept or retain any such benefit. Certified Fire Protection v. Precision Construction, 128 Nev. Adv. Op. 35, 283 P.3d 250, 257 (2012).

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CERTIFICATE OF SERVICE

Pursuant to Nevada Rule of Civil Procedure 5(b), I hereby certify that I am an employee of LIONEL SAWYER & COLLINS and that on this 25 Th day of July, 2014, I caused the document DEFENDANTS' MOTION FOR PARTIAL SUMMARY JUDGMENT to be served as follows:

[X] by depositing same for mailing in the United States Mail, in a sealed envelope addressed to:

Brandon B. McDonald, Esq.
McDonald Law Offices, PLLC
2505 Anthem Village Drive
Suite E-474
Henderson, Nevada 89052

Attorneys for Plaintiffs

[ ] pursuant to Nev. R. Civ. P. 5(b)(2)(D) to be sent via facsimile as indicated:

[ ] to be hand delivered to:

and/or

[ ] by the Court's ECF System through Wiznet.

An employee of Lionel Sawyer & Collins

LIONEL SAWYER
& COLLINS
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(702) 383-8888

EXHIBIT A

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

Attorney for Defendant Sig Rogich aka Sigmund Rogich as Trustee of The Rogich Family Irrevocable Trust and Defendant / Counterclaimant 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, 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. No. XXVII

DECLARATION OF SAMUEL S. LIONEL

I, Samuel S. Lionel, say:

1. I am an attorney at law and am duly licensed to practice in Nevada and I submit this Declaration in support of Defendants' Motion for Partial Summary Judgment. I have personal knowledge of the facts set forth in this Declaration, and I am competent to testify to the matters stated herein.

2. Attached as Exhibit B is a true and correct copy of PLTF00247, Initial List of Managers and Managing Members and Resident Agent of CanaMex Nevada, LLC.

3. Attached as Exhibit C is a true and correct copy of CanaMex Nevada, LLC's Nevada State Bank statement dated 1/31/08.

4. Attached as Exhibit D is a true and correct copy of CanaMex Nevada, LLC's Nevada State Bank statement dated 12/31/07.

5. Attached as Exhibit E is a true and correct copy of Eldorado Hills Nevada State Bank statement dated 12/31/07, account ending in 7920.

6 Attached as Exhibit F is a true and correct copy of Eldorado Hills Nevada State Bank statement dated 12/31/07, account ending in 9199.

7. Attached as Exhibit G is a true and correct copy of Go Global's Nevada State Bank statement dated 12/31/07.

8. Attached as Exhibit H is a true and correct copy of Page 9 of Eldorado Hills, LLC's general ledger.

I, Samuel S. Lionel, declare under penalty of perjury that the foregoing is true and correct.

Executed on July 17, 2014.

Samuel S. Lionel

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& COLLINS
ATTORNEYS AT LAW
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NEVADA 89101
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EXHIBIT B

INITIAL LIST OF MANAGERS OR MANAGING MEMBERS AND RESIDENT AGENT OF

CaseMax Nevada, LLC
(Name of Limited Liability Company)

FILE NUMBER

FOR THE FILING PERIOD OF 2007 TO 2008

The corporation's duly appointed resident agent in the State of Nevada upon whom process can be served is:

Summer Rellamas
3060 E. Post Rd. Suite 110
Las Vegas, NV 89120

A FORM TO CHANGE RESIDENT AGENT INFORMATION CAN BE FOUND ON OUR WEBSITE: secretaryofstate.biz

Filed in the office of
Ross Miller
Secretary of State
State of Nevada

Document Number
20070818558-24
Filing Date and Time
12/03/2007 2:03 PM
Entity Number
E0821862007-6

Important: Read instructions before completing and returning this form.

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

☒ Return one file stamped copy. (If filing not accompanied by order instructions, file stamped copy will be sent to resident agent.)

1. Print or type names and addresses, either residence or business, for all managers or managing members. A Manager, or if none, a Managing Member of the LLC must sign the form. FORM WILL BE RETURNED IF UNSIGNED
2. If there are additional managers or managing members, attach a list of them to this form.
3. Return the completed form with the $125.00 filing fee. A $75.00 penalty must be added for failure to file this form by the last day of first month following organization date.
4. Make your check payable to the Secretary of State. Your canceled check will constitute a certificate to transact business.
5. Certified Copies: If requested above, one file stamped copy will be returned at no additional charge. To receive a certified copy, enclose an additional $30.00 per certification. A copy fee of $2.00 per page is required for each additional copy requested when ordering 2 or more file stamped or certified copies. Appropriate instructions must accompany your order.
6. Return the completed form to: Secretary of State, 202 North Carson Street, Carson City, NV 89701-4201, (775) 684-5708.
7. Form must be in the possession of the Secretary of State on or before the last day of the first month following the initial registration date. (Postmark date is not accepted as receipt date.) Forms received after due date will be returned for additional fees and penalties.

FILING FEE: $125.00 LATE PENALTY: $75.00

NAME: Go Global Inc. (DOCUMENT WILL BE REJECTED IF TITLE NOT INDICATED) ☒ MANAGER ☐ MANAGING MEMBER
ADDRESS: 3060 E. Post Rd., Suite 110 CITY: Las Vegas ST: NV ZIP: 89120

NAME: ☐ MANAGER ☐ MANAGING MEMBER
ADDRESS: CITY: ST: ZIP:

NAME: ☐ MANAGER ☐ MANAGING MEMBER
ADDRESS: CITY: ST: ZIP:

NAME: ☐ MANAGER ☐ MANAGING MEMBER
ADDRESS: CITY: ST: ZIP:

NAME: ☐ MANAGER ☐ MANAGING MEMBER
ADDRESS: CITY: ST: ZIP:

I declare, to the best of my knowledge under penalty of perjury, that the above mentioned entity has complied with the provisions of NRS 240.750 and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

X _____
Signature of Manager or Managing Member

Title: Manager Date: 12/3/07

Nevada Secretary of State Form Initial List LLC 2007
Revised on 01/01/07

PLTF00247

GG000661

EXHIBIT C

NSB NEVADA STATE BANK™

P.O. BOX 990 LAS VEGAS, NV 89125-0990

Statement of Accounts
Page 1 of 1
This Statement: January 31, 2008
Last Statement: December 31, 2007

Primary Account 612030684

0011340 01 AV 0.312 **AUTO T6 0 2232 89120-444935 02 NSB PG0023 00000
CANAMEX NEVADA LLC
CARLOS HUERTA
3060 E POST RD STE 110
LAS VEGAS NV 89120-4449

DIRECT INQUIRIES TO:
Reddi Response
24-hour Account Information:
Las Vegas: 471-5800
Reno: 337-2811
1 (800) 462-3555 (outside local areas)

Loan By Phone
Las Vegas: 399-Loan (5626)
Reno: 851-8811
1 (800) 789-4671 (outside local areas)

SUMMARY OF ACCOUNT BALANCE

Account Type	*Account Number*	*Checking/Savings Ending Balance*	*Outstanding Balances Owed*
Account Analysis Checking	612030684	$3,000.00	

ACCOUNT ANALYSIS CHECKING 612030684 103 0

Previous Balance	*Deposits/Credits*	*Charges/Debits*	*Checks Processed*	*Ending Balance*
3,000.00	0.00	0.00	0.00	3,000.00

0 DEPOSITS/CREDITS
There were no transactions this period.

0 CHARGES/DEBITS
There were no transactions this period.

0 CHECKS PROCESSED
There were no transactions this period.

DAILY BALANCES

Date	*Balance*
01/31	3,000.00

EQUAL HOUSING LENDER MEMBER FDIC

PLTF00118

0011340 00000001 00023973

GG000663

EXHIBIT D

NEVADA STATE BANK®

P.O. BOX 990 LAS VEGAS, NV 89125-0990

0017734 01 AV 0.312 **AUTO T4 0 2202 89120-444935 02 NSB PQ0023 00002
CANAMEX NEVADA LLC
CARLOS HUERTA
3060 E POST RD STE 110
LAS VEGAS NV 89120-4449

Statement of Accounts
Page 1 of 2
This Statement December 31, 2007
Last Statement December 3, 2007

Primary Account 612030684

DIRECT INQUIRIES TO:
Reddi Response
24-hour Account Information:
Las Vegas: 471-5800
Reno: 337-2811
1 (800) 462-3555 (outside local areas)

Loan By Phone
Las Vegas: 399-Loan (5626)
Reno: 851-8811
1 (800) 789-4671 (outside local areas)

Nevada State Bank's Central Vault Services can assist your business by offering a safe and secure way to transport cash and checks via our armored carrier service. Whether you need us to pick up your deposit or drop off a change order, we are here to help. Visit www.nsbank.com for more information.

SUMMARY OF ACCOUNT BALANCE

Account Type	*Account Number*	*Checking/Savings Ending Balance*	*Outstanding Balances Owed*
Account Analysis Checking	612030684	$3,000.00	

ACCOUNT ANALYSIS CHECKING 612030684

103 2

Previous Balance	*Deposits/Credits*	*Charges/Debits*	*Checks Processed*	*Ending Balance*
0.00	1,503,000.00	0.00	1,500,000.00	3,000.00

2 DEPOSITS/CREDITS

Date	*Amount*	*Description*
12/04	3,000.00	DEPOSIT 0770156578
12/06	1,500,000.00	WIRE/IN-20073400332;ORG YOAV HARLAP;OBI ATTN. MELISSA DEWIN 1501200037

0 CHARGES/DEBITS

There were no transactions this period.

1 CHECK PROCESSED

Number	*Date*	*Amount*
92	12/10	1,500,000.00

DAILY BALANCES

Date	*Balance*	*Date*	*Balance*	*Date*	*Balance*
12/04	3,000.00	12/06	1,503,000.00	12/10	3,000.00

EQUAL HOUSING LENDER MEMBER FDIC

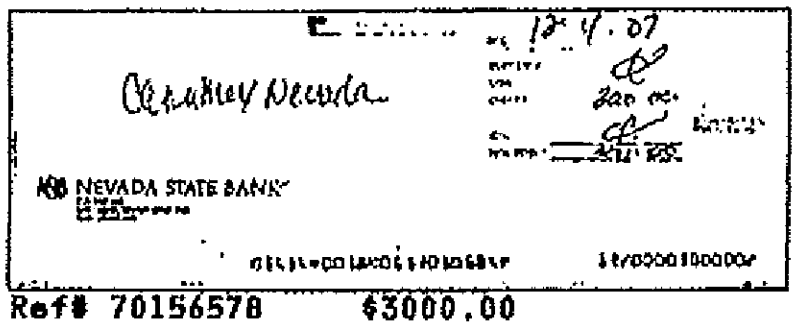
HUERTA
EXHIBIT NO. D
4/30/14
M. SPECIALE

PLTF00119

0017734 0000/0002 00003134?

SR002022

GG000665



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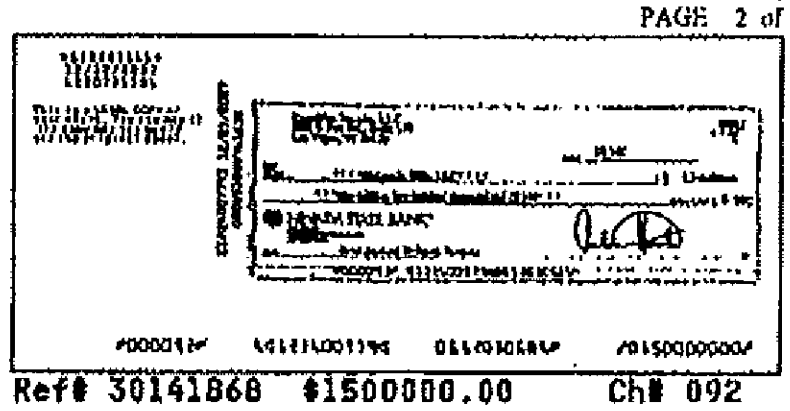

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PLTF00120

SR002023

EXHIBIT E

NEVADA STATE BANK™

P.O. BOX 990 LAS VEGAS, NV 89125-0990

0017727 01 AV 0.312 **AUTO T4 0 2202 89120-444935 02 NSB PG0023 00017
ELDORADO HILLS LLC
3060 E POST RD STE 110
LAS VEGAS NV 89120-4449

Statement of Accounts
Page 1 of 3
This Statement: December 31, 2007
Last Statement: November 30, 2007

Primary Account 612027920

DIRECT INQUIRIES TO:
Reddi Response
24-hour Account Information:
Las Vegas: 471-5800
Reno: 337-2811
1 (800) 462-3556 (outside local areas)

Loan By Phone
Las Vegas: 399-Loan (5626)
Reno: 851-8811
1 (800) 789-4671 (outside local areas)

SUMMARY OF ACCOUNT BALANCE

Account Type	Account Number	Checking/Savings Ending Balance	Outstanding Balances Owed
Remote Deposit Analysis Checking	612027920	$12,217.62	

REMOTE DEPOSIT ANALYSIS CHECKING 612027920

Previous Balance	Deposits/Credits	Charges/Debits	Checks Processed	Ending Balance
5,203.51	1,715,000.00	1,450,493.39	257,492.60	12,217.62

4 DEPOSITS/CREDITS

Date	Amount	Description
12/07	1,500,000.00	Remote 0000005643000000449 6062893124
12/10	15,000.00	Remote 0000005643000000452 6063016914
12/21	175,000.00	Remote 0000005643000000462 6064063906
12/28	25,000.00	Remote 0000005643000000483 6064278690

2 CHARGES/DEBITS

Date	Amount	Description
12/10	1,450,000.00	INTERNET XFER TO DDA ***9199 ID: 342134719 1702601099
12/17	493.39	LAS VEGAS VALLEY WATER ******596 REF # 091000010223600 1102003900

13 CHECKS PROCESSED

Number	Date	Amount	Number	Date	Amount	Number	Date	Amount
1143	12/04	3,333.00	1148	12/12	65.00	1152	12/28	168,287.67
1144	12/17	249.99	1149	12/17	399.96	1153	12/31	43,610.00
1145	12/14	921.38	1150	12/11	15,000.00	1154	12/31	100.00
1146	12/24	5,650.00	1151	12/11	15,000.00	1155	12/31	3,333.00
1147	12/21	1,552.50						

DAILY BALANCES

Date	Balance	Date	Balance	Date	Balance
12/04	1,870.51	12/12	36,815.51	12/24	202,548.29
12/07	1,501,870.51	12/14	35,894.13	12/26	227,548.29
12/10	66,870.51	12/17	34,750.79	12/28	59,260.62
12/11	36,870.51	12/21	208,198.29	12/31	12,217.62

MEMBER FDIC

HUERTA
EXHIBIT NO. 5
4/30/14
M. SPECIALE

LTF00183
0017727 00000002 00031844

SR002024

GG000668

Net Deposit Credit

Ref# 62893124 $1500000.00

Net Deposit Credit

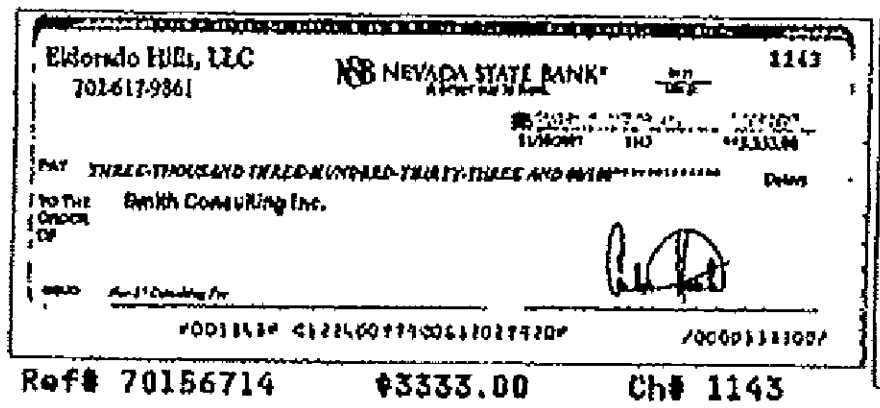
Ref# 63016914 $15000.00

Net Deposit Credit

Ref# 64063906 $175000.00

Net Deposit Credit

Ref# 64278690 $25000.00



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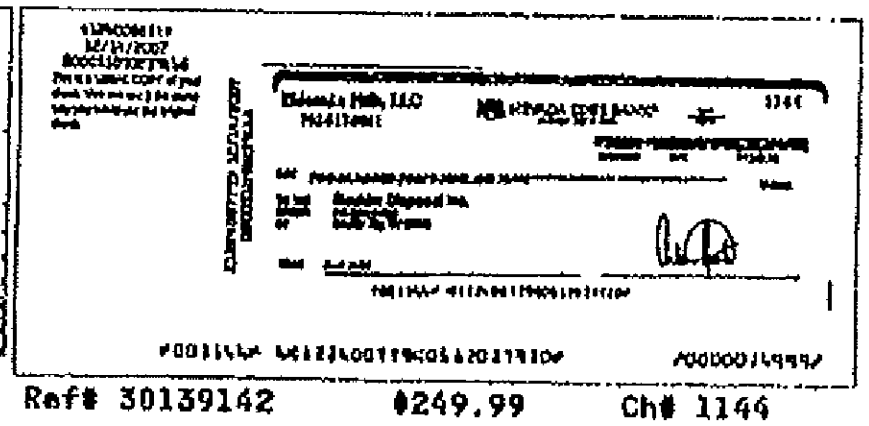

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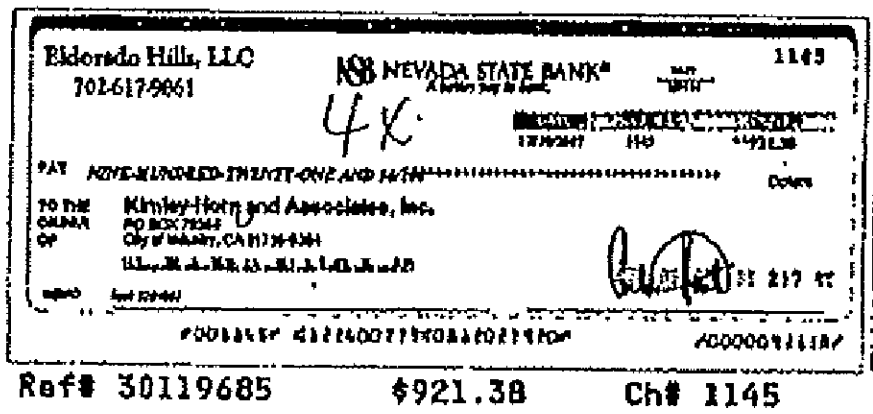

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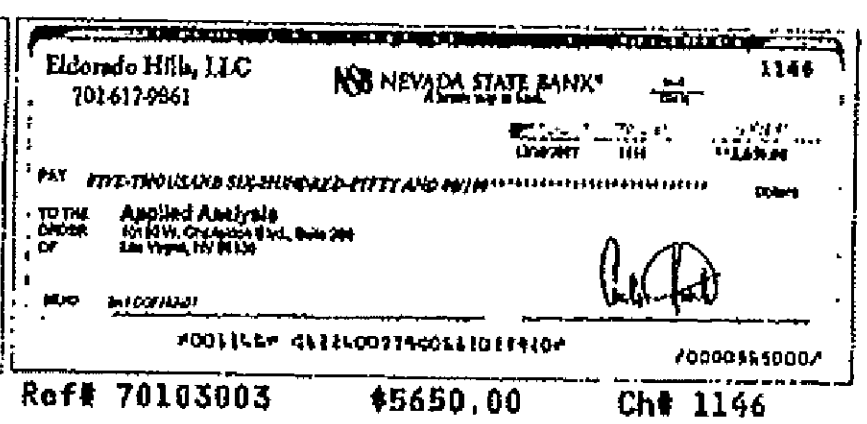

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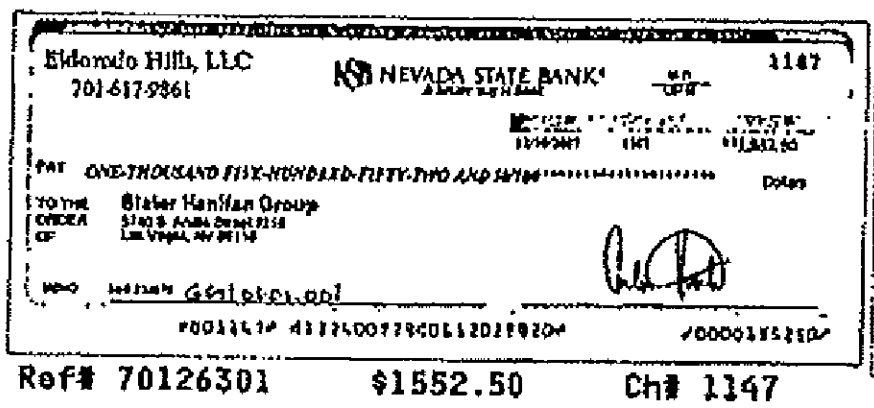

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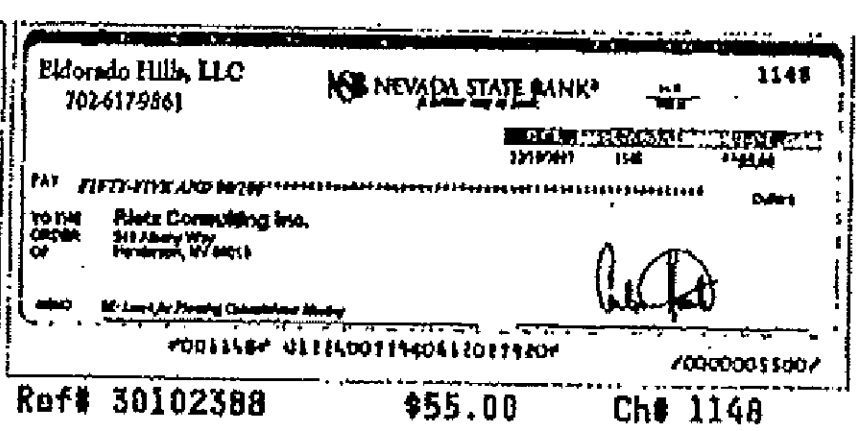


Ref# 30102388 $55.00 Ch# 1148

PLTF00184

Eldorado Hills, LLC
7024179861

NEVADA STATE BANK

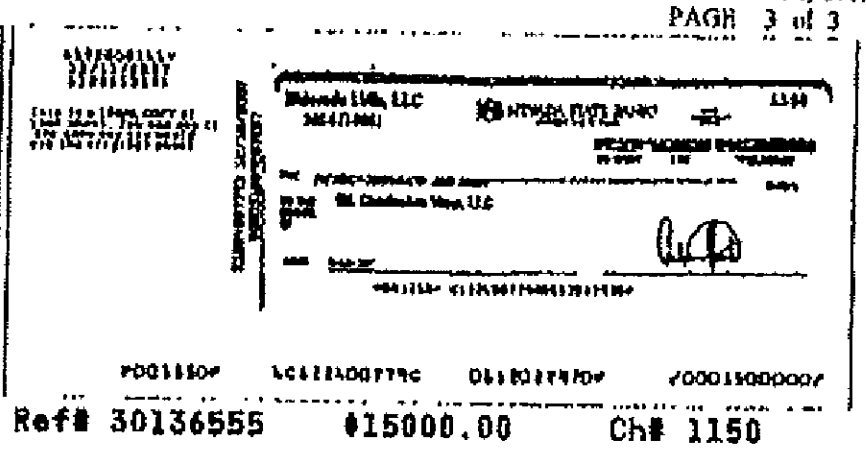
1149

PAY THREE-HUNDRED-NINETY-NINE AND 96/100

TO THE ORDER OF Daniel DeArmas

MEMO Re: 10/08/07 Event and Expense Report

Ref# 30110153 $399.96 Ch# 1149



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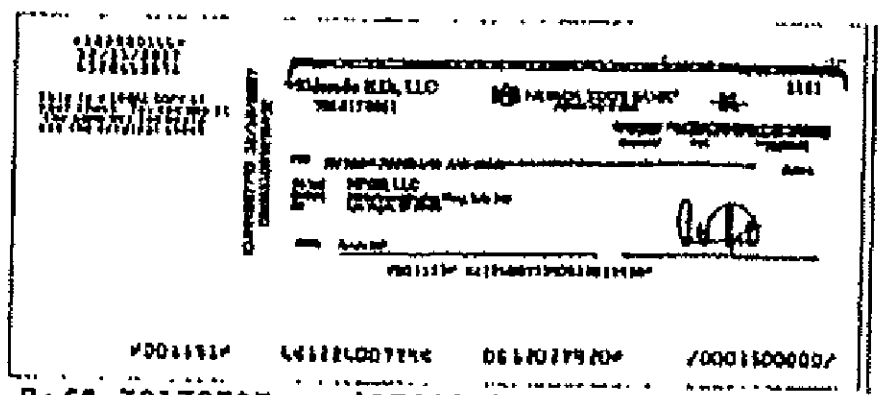

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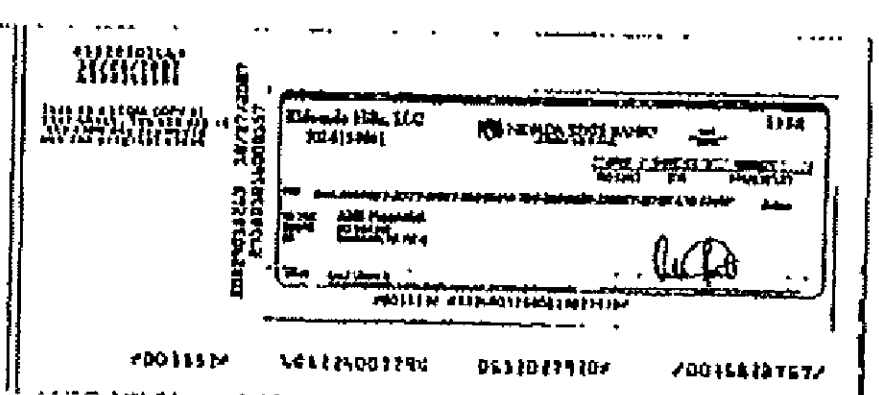

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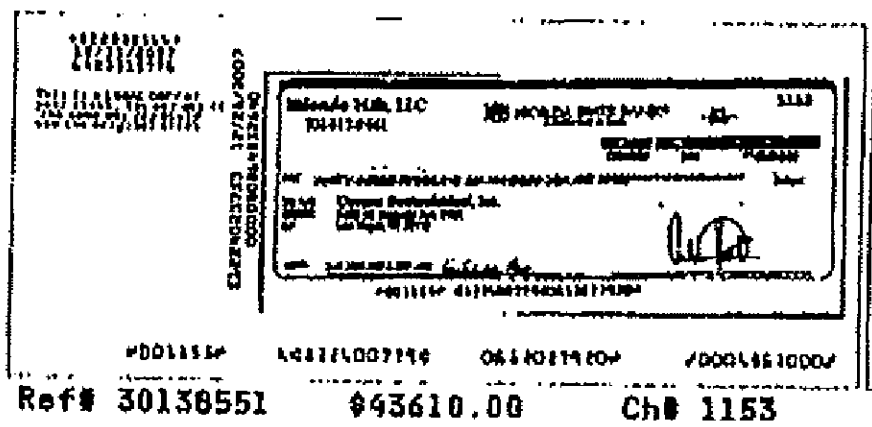

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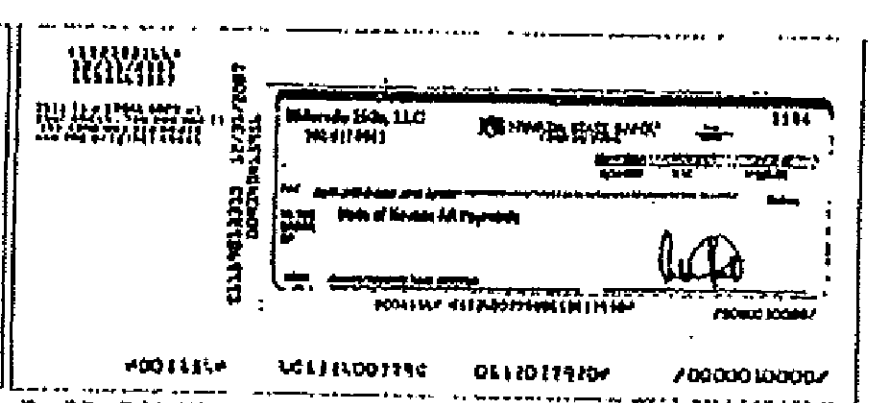


Ref# 30131492 $100.00 Ch# 1154

Eldorado Hills, LLC
7024179861

NEVADA STATE BANK

1155

PAY THREE-THOUSAND THREE-HUNDRED-THIRTY-THREE AND 00/100

TO THE ORDER OF Smith Consulting Inc.

MEMO Consulting Per Our M

Ref# 70161431 $3333.00 Ch# 1155

EXHIBIT F

NEVADA STATE BANK™

P.O. BOX 990 LAS VEGAS, NV 89125-0990

Statement of Accounts
Page 1 of 1
This Statement: December 31, 2007
Last Statement: November 30, 2007

Primary Account 612029199

0017435 01 AV 0.312 **AUTO T4 0 2202 89120-444935 02 NSB PG0021 00000
ELDORADO HILLS LLC
3060 E POST RD STE 110
LAS VEGAS NV 89120-4449

DIRECT INQUIRIES TO:
Reddi Response
24-hour Account Information:
Las Vegas: 471-5800
Reno: 337-2811
1 (800) 462-3555 (outside local areas)

Loan By Phone
Las Vegas: 399-Loan (5626)
Reno: 851-6811
1 (800) 789-4671 (outside local areas)

Nevada State Bank's Central Vault Services can assist your business by offering a safe and secure way to transport cash and checks via our armored carrier service. Whether you need us to pick up your deposit or drop off a change order, we are here to help. Visit www.nsbank.com for more information.

SUMMARY OF ACCOUNT BALANCE

Account Type	Account Number	Checking/Savings Ending Balance	Outstanding Balances Owed
Money Market Account - Business	612029199	$33,142.57	

MONEY MARKET ACCOUNT - BUSINESS 612029199

Previous Balance	Deposits/Credits	Charges/Debits	Checks Processed	Ending Balance
2,373.22	1,450,779.35	10.00	1,420,000.00	33,142.57

2 DEPOSITS/CREDITS

Date	Amount	Description
12/10	1,450,000.00	INTERNET XFER FROM DDA ***7020 ID: 342134719 1702601098
12/31	779.35	INTEREST PAYMENT 0020688902

1 CHARGE/DEBIT

Date	Amount	Description
12/31	10.00	MAINTENANCE FEE

1 CHECK PROCESSED

Number	Date	Amount
0	12/14	1,420,000.00

DAILY BALANCES

Date	Balance	Date	Balance	Date	Balance
12/10	1,452,373.22	12/14	32,373.22	12/31	33,142.57

INTEREST

Interest Earned This Interest Period	$779.35	Number Of Days This Interest Period	31
Interest Paid Year-To-Date 2007	$6,312.57	Annual Percentage Yield Earned	4.53%

Current interest rate is 4.33%
Interest rate changes this interest period:

Date	New Interest Rate
12/13	4.33%

EQUAL HOUSING LENDER MEMBER FDIC

HUERTA
EXHIBIT NO. F
4/30/14
M. SPECIALE

PLTF00192
0017455 00000001 000030894

SR002027

GG000672

EXHIBIT G

NSB NEVADA STATE BANK™

P.O. BOX 990 LAS VEGAS, NV 89125-0990

HUERTA
EXHIBIT NO. 6
4/30/14
M. SPECIALE

Statement of Accounts
Page 1 of 8
This Statement: December 31, 2007
Last Statement: November 30, 2007

Primary Account [redacted]

0017865 02 AV 0.437 **AUTO T5 2 2202 89120-444935 02 NSB PG0023 00051
GO GLOBAL INC
3060 E POST RD STE 110
LAS VEGAS NV 89120-4449

DIRECT INQUIRIES TO:
Reddi Response
24-hour Account Information:
Las Vegas: 471-5800
Reno: 337-2011
1 (800) 462-3555 (outside local areas)

Loan By Phone
Las Vegas: 399-Loan (5626)
Reno: 851-8811
1 (800) 789-4671 (outside local areas)

SUMMARY OF ACCOUNT BALANCE

Account Type	*Account Number*	*Checking/Savings Ending Balance*	*Outstanding Balances Owed*
Remote Deposit Analysis Checking	612024471	$679,565.01	

REMOTE DEPOSIT ANALYSIS CHECKING 612024471

Previous Balance	*Deposits/Credits*	*Charges/Debits*	*Checks Processed*	*Ending Balance*
33,081.67	1,525,638.45	9,762.72	869,392.39	679,565.01

6 DEPOSITS/CREDITS

Date	*Amount*	*Description*
12/07	5,106.44	Remote 0000005643000000448 6062887105
12/11	17.36	Remote 0000005643000000457 6063121587
12/11	14.65	Remote 0000005643000000458 6063143822
12/12	100,000.00	Remote 0000005643000000459 6063260782
12/14	1,420,000.00	DEPOSIT 0770185078
12/27	500.00	Remote 0000005643000000464 6064381734

6 CHARGES/DEBITS

Date	*Amount*	*Description*
12/07	109.97	MPOWER COMMUNICA MPOWER ***-***-*861 REF # 122000036763197 1102023718
12/10	275.84	UNITED HEALTHCAR EDI PA 20071207004150 REF # 043000266093857 1102329436
12/14	6,710.98	IRS USATAXPYMT 270774800657011REF # 061036010050248 1101734106
12/21	23.67	ANALYSIS SERVICE FEE
12/27	1,476.28	COUNTRYWIDE MORTGAGE *******49 REF # 021000026260264 1102020711
12/27	1,165.98	COUNTRYWIDE MORTGAGE *******29 REF # 021000026268565 1102020732

45 CHECKS PROCESSED

Number ..... Date ..... Amount *Number ..... Date ..... Amount* *Number ..... Date ..... Amount*

[redacted]

** Not in check sequence*

EQUAL HOUSING LENDER MEMBER FDIC

0017865 00000005 000031868

Ex C

EXHIBIT H

Accrual Basis

Eldorado Hills, LLC
General Ledger

Type	Date	Num	Name	Memo	Split	Amount	Balance
Bill Pmt -Check	11/21/2007	0096	Owens Geotechnical, Inc.		Accounts Payable	-8,150.00	2,338.63
Check	11/30/2007			Service Charge	Bank Service Charge	-10.00	2,328.63
Deposit	11/30/2007			Interest	Interest Income	44.59	2,373.22
Check	12/06/2007		Eldorado Hills, LLC	Online Xfer	NSB Checking	1,450,000.00	1,452,373.22
Check	12/14/2007	1142	Go Global, Inc.		Consulting	-1,420,000.00	32,373.22
Check	12/31/2007			Service Charge	Bank Service Charge	-10.00	32,363.22
Deposit	12/31/2007			Interest	Interest Income	779.35	33,142.57
Check	01/10/2008		Eldorado Hills, LLC	Online Xfer to NSB Checking	NSB Checking	-3,142.57	30,000.00
Deposit	01/31/2008			Interest	Interest Income	106.99	30,106.99
Check	02/01/2008		Eldorado Hills, LLC	Online Xfer to NSB Checking	NSB Checking	-5,000.00	25,106.99
Deposit	02/26/2008		Eldorado Hills, LLC	Online Xfer	NSB Checking	-5,100.99	20,000.00
Deposit	02/29/2008			Interest	Interest Income	67.56	20,067.56
Deposit	03/05/2008		Eldorado Hills, LLC	Online Xfer	NSB Checking	-15,000.00	5,067.56
Deposit	03/31/2008			Interest	Interest Income	18.39	5,085.95
Deposit	04/30/2008			Interest	Interest Income	11.73	5,097.68
Deposit	05/30/2008			Interest	Interest Income	10.99	5,108.67
Deposit	06/30/2008			Interest	Interest Income	11.35	5,121.02
Deposit	07/31/2008			Interest	Interest Income	11.38	5,132.40
Check	08/04/2008		Eldorado Hills, LLC	Online Xfer	NSB Checking	60,000.00	65,132.40
Deposit	08/29/2008			Interest	Interest Income	122.44	65,254.84
Deposit	09/30/2008			Interest	Interest Income	149.65	65,404.49
Check	10/17/2008	1002	Go Global, Inc.	Interest Payment on 5/2/08 loan @ 22% through 10/17/08c	Global Note Payable @ 22%	-12,250.68	53,153.81
Check	10/27/2008		Eldorado Hills, LLC	Online Xfer to NSB Checking	NSB Checking	-50,000.00	3,153.81
Check	10/27/2008		Eldorado Hills, LLC	Online Xfer to NSB Checking	NSB Checking	-3,000.00	153.81
Check	10/31/2008			Service Charge	Bank Service Charge	-10.00	143.81
Deposit	10/31/2008			Interest	Interest Income	115.80	259.61
Check	11/26/2008			Service Charge	Bank Service Charge	-10.00	249.61
Deposit	11/28/2008			Interest	Interest Income	0.52	250.13
Check	12/10/2008		Eldorado Hills, LLC	Account Closed-Checks given to Melissa Olivas	Uncategorized Expense	-250.13	0.00
Total NSB Money Market						0.00	0.00
Petty Cash							0.00
Total Petty Cash							0.00
Accounts Receivable							0.00
Invoice	03/01/2007	100	Nevada Water		-SPLIT-	17,625.00	17,625.00
Invoice	03/12/2007	101	Nevada Water		Rental Income	10,500.00	28,125.00
Payment	03/00/2007	16081	Nevada Water		Undeposited Funds	-17,625.00	10,500.00
Payment	04/25/2007	16196	Nevada Water		Undeposited Funds	-10,500.00	0.00
Invoice	06/01/2007	102	Nevada Water		Rental Income	15,000.00	15,000.00
Invoice	08/01/2007	103	Nevada Water		Rental Income	7,500.00	22,500.00
Payment	08/27/2007	16571	Nevada Water		Undeposited Funds	-22,500.00	0.00
Invoice	09/01/2007	104	Bentwood Gunsmithing		Rental Income	800.00	800.00
Invoice	10/01/2007	nn	Bentwood Gunsmithing		Rental Income	800.00	1,600.00
Payment	10/24/2007		Bentwood Gunsmithing		Undeposited Funds	-1,600.00	0.00
Payment	11/21/2007		Bentwood Gunsmithing		Undeposited Funds	-800.00	-800.00
Invoice	12/01/2007	105	Bentwood Gunsmithing		Rental Income	800.00	0.00
Invoice	12/01/2007	106	Bentwood Gunsmithing		Rental Income	800.00	800.00
Payment	12/31/2007		Bentwood Gunsmithing		Undeposited Funds	-800.00	0.00
Invoice	01/01/2008	111	Bentwood Gunsmithing		Rental Income	800.00	800.00
Invoice	02/01/2008	112	Bentwood Gunsmithing		Rental Income	800.00	1,600.00

GG000676

HUERTA DEPOSITION
4/3/14

Deposition of:

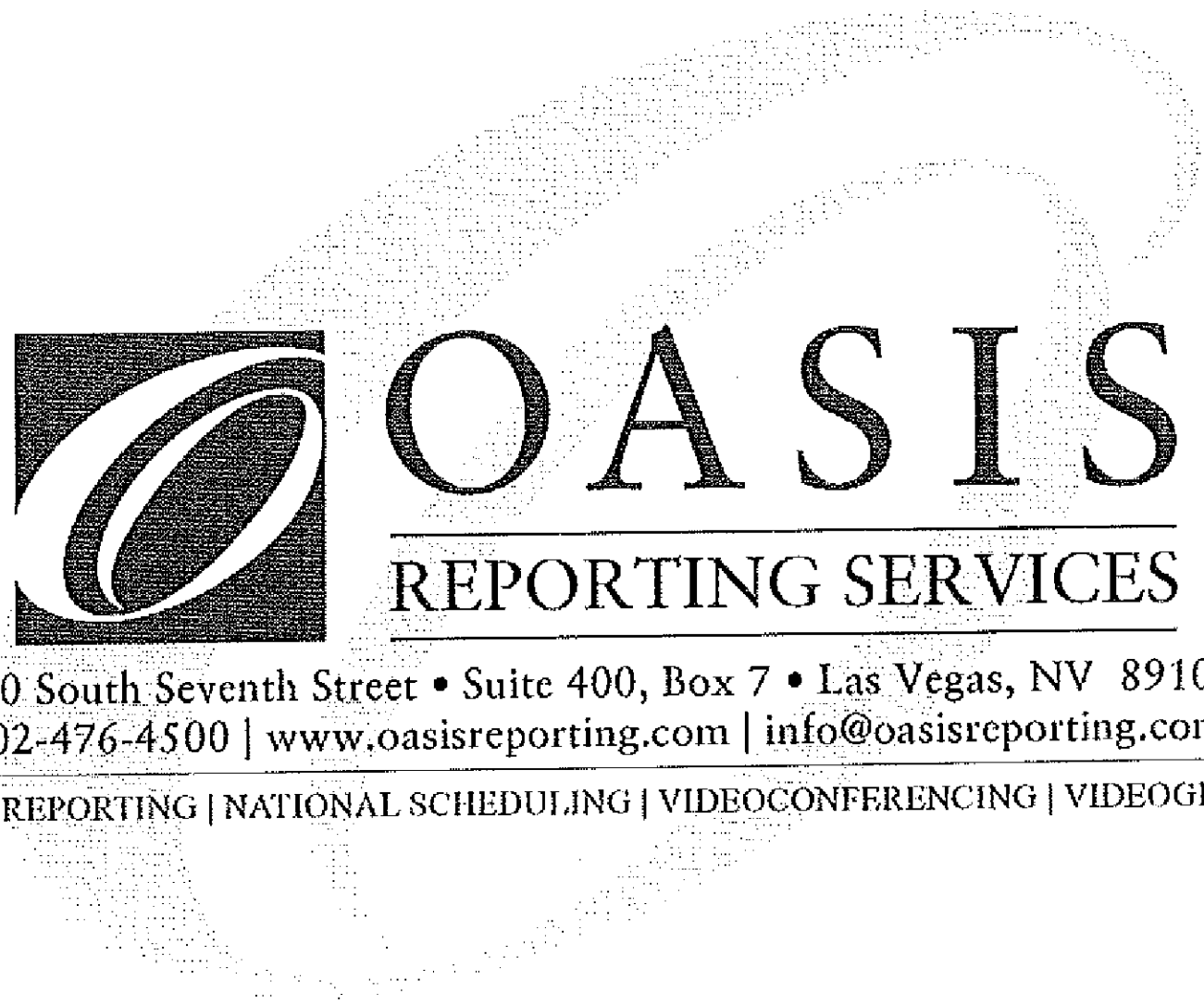
Carlos A. Huerta

Case:

Carlos A. Huerta, et al. v. Sig Rogich, et al.
A-13-686303-C

Date:

04/03/2014



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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, vs. 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. No. XXVII

. . . . . .

DEPOSITION OF THE PERSON MOST KNOWLEDGEABLE
OF NANYAH VEGAS, LLC
(Pursuant to NRCP 30(b)(6))

CARLOS A. HUERTA

Taken on Thursday, April 3, 2014

At 9:19 a.m.

At 300 South Fourth Street, 17th Floor

Las Vegas, Nevada

Reported by: MARY COX DANIEL, FAPR, RDR, CRR, CCR 710

Job No. 9249

. . . . . .

ELDORADO HILLS, LLC, a Nevada limited liability company,

Defendant/Counterclaimants,

vs.

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,

Plaintiffs/ Counterdefendants.

APPEARANCES:

For Plaintiffs/Counterdefendants:

MCDONALD LAW OFFICES, PLLC
BY: BRANDON B. MCDONALD, ESQ.
2505 Anthem Village Drive
Suite E-474
Henderson, NV 89052

For Defendants/Counterclaimants:

LIONEL SAWYER & COLLINS
BY: SAMUEL S. LIONEL, ESQ.
BY: STEVEN C. ANDERSON, ESQ.
300 South Fourth Street
Suite 1700
Las Vegas, NV 89101

I N D E X

WITNESS: CARLOS A. HUERTA

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A	Notice of Taking Deposition of Nanyah Vegas, LLC's Person(s) Most Knowledgeable	5

(A discussion was held off the record between the court reporter and counsel, wherein counsel present agreed to waive the reporter requirements as set forth under NRCP Rule 30(b)(4) or FRCP Rule 30(b)(5), as applicable.)

CARLOS A. HUERTA,

having been first duly sworn to testify to the truth, the whole truth and nothing but the truth, was examined and testified as follows:

EXAMINATION

BY MR. LIONEL:

Q Mr. Huerta, where do you live?

A Las Vegas.

Q Where in Las Vegas?

A Sierra Vista Ranchos.

MR. LIONEL: Off the record.

(Discussion off the record)

MR. LIONEL: Miss Reporter, would you mark this as Defense Exhibit A?

(Exhibit A marked)

BY MR. LIONEL:

Q Mr. Huerta, have you ever seen Exhibit A before, which is a Notice of Taking Deposition of Nanyah Vegas, LLC's Person Most Knowledgeable?

A Yes, sir.

Q Are you here today to testify as a Person Most Knowledgeable for Nanyah Vegas, LLC?

A Yes, sir.

Q Are you here today to testify with respect to Nanyah Vegas' Fourth Claim for Relief in the First Amended Complaint, as shown here in the second paragraph of Exhibit A?

A Yes, sir.

Q Thank you.

Mr. Huerta, you've had your deposition taken before; is that true?

A Yes, sir. You can call me Carlos, if that's easier for you during this time period, yeah.

Q Oh, fine.

When I refer to "Nanyah," I'm actually referring to Nanyah Vegas, LLC. Do you understand that?

A Understood.

Q Carlos, you've had your deposition taken before?

A Yes, sir.

Q Approximately how many times?

A 10.

Q Here in Nevada?

A Yes.

could have been, probably was L.L. Bradford & Company.

Q Who in L.L. Bradford?

A I don't remember. But it could have been Dustin Lewis.

Q Is Dustin Lewis an accountant who does work for Yoav Harlap?

A There hasn't -- he would be. I don't believe there's been a lot of work. So I don't know that he's really done anything as of late.

Q Let me talk a moment about Go Global, Inc. That is your company; is that correct?

A It is.

Q You're the president of that company?

A Yes.

Q Are you the sole shareholder?

A Yes.

Q Sole director?

A There's no directors. Just the president, I believe.

Q You are the only one who speaks for Go Global; is that correct?

A Yes, sir.

Q What is the business of Nanyah Vegas?

A It was a single-purpose entity meant to invest in Las Vegas real estate.

town. So whenever any kind of discussion comes about, I'm the person that is called upon.

Q Are you also the registered agent?

A I don't remember if I am or not.

Q If I tell you that the Secretary of State's office says that, would you say it may be so?

A Yes.

Q All right. And this situation, you tell me about being the only representative here in Nevada for the company, that situation has persisted since the company came into being; is that correct?

A Yes.

Q When did it come into being?

A I believe late 2007.

Q How do you place it?

A In terms of --

Q At that time?

A Oh. I remember meeting with Mr. Harlap and discussing this project in '07, and him investing in that year.

Q At that point in time, did you have some kind of a role with Eldorado Hills?

A Yes.

Q What were you at that time?

A I was a manager and a member.

Q During what years were you a manager and a member?
A Of Eldorado, I believe '05, '06, '07, '08.
Q That's through October 31 of '08? Fair statement?
A Correct.
Q Who were the investors in Nanyah?
A Just Yoav Harlap.
Q Did Jacob Feingold have a role in there?
A I don't believe so.
Q Did D & D Properties have a role?
A I don't believe so.
Q You're familiar with D & D Properties?
A I am.
Q Do you have any interest in Nanyah?
A No.
Q Did you ever?
A No.
Q Did Go Global ever have an interest?
A No.
Q How about Alexander Christopher Trust, did it ever have an interest?
A It did not.
Q And does not now?
A Correct.

A Yes.
Q You're sure that the QuickBooks didn't show that the 1,420,000 was for a consulting fee?
A I don't know what it would show in that regard.
Q Would that surprise you?
A No.
Q Why wouldn't it surprise you?
A There was something that occurred with that. I can't remember exactly why it would have been a consulting fee, but I believe later it was changed back to just a loan payment. Oh, I do remember why it was a consulting fee. I do remember why we did that, now that you bring it up.
Q Tell me.
A Yeah. So throughout the process in '07 and '08, our goal was to get better financing for the property. So we were working with other lenders. Okay. And in order to -- and I had conversations with Mr. Rogich and Melissa Olivas about it, but it was never a confrontation or an accusation as you alluded to.

So Go Global had been almost exclusively for like two or three months working on refinancing of that, of the property. And so in order to get the

refinancing on the property, Rogich and myself were probably going to have to produce tax records, income, financials, assets. And so we came in and started putting the package together. And I told Melissa and Sig, "Hey, our chances of getting a loan are going to be much better if our financials look better, and it's better that -- I haven't made any money over the last year -- it's better that I take an income for this in the meantime to at least try and get -- or, take a consulting fee versus a loan payment so that we can get better financials put forth to the banks, and that we got a better chance of getting it refinanced."

It never transpired. We never got the refinancing. So it didn't end up helping Eldorado Hills or help us get the refinancing until that 2008 October situation occurred when Iliadis came in as an investor.

Q So you wanted the record to show it was a consulting fee --

A Correct.

Q -- and not an advance, right?

A Correct.

Q And you felt that that would be -- the finance companies would like that better if it was a consulting fee?

A Correct.
Q And you had this conversation with whom?
A With Melissa and Sig.
Q Were they both at the same time?
A I don't remember that.
Q Where was the conversation?
A It would have been in Sig's office at Howard Hughes.
Q Anybody else present besides the three of you?
A Probably not.
Q When was this in relationship to when the money got there, the million five?
A It would have been right after.
Q That was before you wrote the check, or other transfer?
A Correct.
Q So during the period of time after the money came to the Eldorado account and went into this money market account, it was during that period that you had this conversation, and it was agreed that you would take the 1,420,000 as a consulting fee?
A Correct.
MR. LIONEL: Maybe we ought to take a break.
THE WITNESS: Sure.
(Recess)

Q For the reason that you gave?
A Correct. Yes, sir.
Q Are there any documents or anything that would show that this was a benefit and that Eldorado accepted it for that purpose?
A The bank statement.
Q Just the bank statement? That's it?
A That I can remember at this point in time, yes.
Q And the bank statement showed that they accepted it? Is that your point?
A Yes, sir.
Q It doesn't show what they were going to do with it, or anything like that?
A The bank statement wouldn't show that, no.
Q Tell me what efforts were made by Nanyah to obtain an interest in Eldorado Hills.
A Well, the investment of the $1.5 million would be one. And then at that point, I believe and feel as if I had a close enough, good enough relationship, and still do, with the principal of Nanyah, that he basically left it up to me to be a steward of that capital and of the asset, had explained to him what the asset was. And he invests all over the world. He invests in the United States. And that was his first

venture in Nevada. And he said, "Carlos, you're just going to manage that for me." So he left it up to me.

Q What did you as steward do to get that interest?

A I was the manager of Eldorado Hills. I felt like I equally controlled Eldorado Hills along with Sig Rogich. So I just tried to do the best that I could with the project at hand, marketing it, developing it, refinancing it, and capitalizing it.

Q But this is a lawsuit to get that interest, right, for Nanyah?

MR. McDONALD: Object to the extent it calls for a legal conclusion.

BY MR. LIONEL:

Q Is that correct?

A I think that's part of the lawsuit, in my opinion, yes.

Q He's been trying to get it since he put the money in, right?

MR. McDONALD: Same objection.

THE WITNESS: Listen, I would not -- I see -- I understand your question, and why you would ask it. I don't think it was a concern, though, in 2007, and even in 2008, about him obtaining an interest. I mean, the money was sent. It was a confidence thing. The

A No, I don't think so, no.
Q In 2007. In 2007, Mr. Ray was shown as being an investor, as having an interest in Eldorado, right?
A Correct.
Q And also in subsequent years; isn't that correct?
A I believe so, yes.
Q Was Nanyah ever shown as having an interest in it, in Eldorado?
A You may know better than I. But not that I know of.
Q As a matter of fact, in 2007 when you were tax matters partner, and Mr. Ray's interest was shown, nothing was shown there for Nanyah's interest, right?
A Yes.
Q And you, as tax matters partner, could have provided that, right?
A Could have, yes.
Q And you've seen the Complaint here and the Amended Complaint, correct?
A Yes.
Q You approved them?
A Approved?
Q Both of them?
A How do I approve a Complaint? Oh, oh, mine --

CERTIFICATE OF REPORTER

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

I, Mary Cox Daniel, a Certified Court Reporter licensed by the State of Nevada, do hereby certify:

That I reported the deposition of CARLOS A. HUERTA, commencing on Thursday, April 3, 2014, at 9:19 a.m.

That prior to being examined, the witness first duly swore or affirmed to testify to the truth, the whole truth, and nothing but the truth; that I thereafter transcribed my said shorthand notes into typewriting and that the typewritten transcript is a complete, true and accurate record of testimony provided by the witness at said time.

I further certify (1) that I am not a relative or employee of an attorney or counsel of any of the parties, nor a relative or employee of any attorney or counsel involved in said action, nor a person financially interested in the action, and (2) that pursuant to Rule 30(e), transcript review by the witness was requested.

IN WITNESS WHEREOF, I have hereunto set my hand in my office in the County of Clark, State of Nevada, this 7th day of April, 2014.

Mary Cox Daniel

MARY COX DANIEL, CCR 710, CAPR, RDR, CRR

Electronically signed by Mary Cox Daniel (101-361-287-3117) b0ab1aef-57ad-49cb-9562-c1fdb0d137b5

GG000694

HUERTA DEPOSITION
4/30/14

Deposition of:

Carlos A. Huerta

Case:

Carlos A. Huerta, et al. v. Sig Rogich, et al.
A-13-686303-C

Date:

04/30/2014

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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,

vs.

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.

ELDORADO HILLS, LLC, a Nevada Limited liability company,

Defendant/Counterclaimants

vs.

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,

Plaintiffs/Counterdefendants

Case No.
A-13-686303-C

DEPOSITION OF:
CARLOS A. HUERTA

April 30, 2014

Reported by: Marilyn Speciale, CRR, RPR, CCR #749

DEPOSITION OF CARLOS A. HUERTA

Taken on Wednesday, April 30, 2014

At 9:33 a.m.

At 300 South Fourth Street

Suite 1700

Las Vegas, Nevada

Reported by: Marilyn Speciale, CRR, RPR, CCR #749

Job No. 9511

APPEARANCES:

For the Plaintiffs:

BRANDON B. McDONALD, ESQ.
McDonald Law Offices, PLLC
2850 West Horizon Ridge Parkway
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Henderson, Nevada 89052
(702) 385-7411

For the Defendants:

SAMUEL S. LIONEL, ESQ.
STEVEN ANDERSON, ESQ.
Lionel Sawyer & Collins
300 South Fourth Street
Suite 1700
Las Vegas, Nevada 89101
(702) 383-8888

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G	Nevada State Bank Statement of Accounts Consisting of 2 Pages	89
H	E-Mail from Carlos Huerta to Melissa Olivas, Dated 10/24/2008, Bates Nos. SR002047 through SR002048	92
I	E-mail from Carlos Huerta to Kenneth Woloson, Dated 10/25/2008, Bates No. SR002049	93

MR. LIONEL: Would you mark this next exhibit, please.

(Exhibit D was marked.)

MR. McDONALD: Sam, can I take a quick break to go to the restroom?

MR. LIONEL: Sure.

(Recess taken.)

MR. LIONEL: Back on the record, please.

BY MR. LIONEL:

Q. I've given you a copy of Exhibit D, which is a bank statement for Nevada State Bank. It shows in the upper right-hand corner it's a statement which covers a period for most of December, December 3rd to December 31, 2007. Is that correct?

A. Yes.

Q. And this was sent to -- it shows an account of Canamex Nevada, LLC, Carlos Huerta, 3060 East Post Road, Suite 110, Las Vegas. Is that correct?

A. Correct.

Q. And it shows a deposit under a section called deposits/credits that on 12/6 a million and a half dollars wire/in-200734000332-org Yoav, Y-o-a-v, Harlap, H-a-r-l-a-p, semicolon, OBI, Attention: Melissa Dewin, D-e-w-i-n, 1501200037. Is that correct?

A. Yes, sir.

Q. And further down it says Check Number 92; date, 12/10; amount, a million and a half dollars. Is that correct?

A. Correct.

Q. And that was wired in to Canamex Nevada, care of you, I guess, or something. Is that a fair statement? Wired in -- whose account was this? Was this Camanex account or Carlos Huerta?

A. It's Canamex, C-a-n-a-m-e-x, Nevada, LLC. It was wired into that account. It's just the mailing address is me, Carlos Huerta, but the name of the company and the account was under Canamex Nevada, LLC.

Q. Thank you.

A. You're welcome.

Q. Do you know who Melissa Dewin was?

A. I believe she is a banker at Nevada State Bank, or was. I don't know if she still works there.

Q. Did you give Mr. Harlap instruction to send -- wire this money in to her attention?

A. Yes. I don't think that that's her whole name, by the way. I think it cuts it off.

Q. The name of the account was Canamex Nevada, LLC?

A. Yes, sir.

Q. And that was an account that you had open,

correct?

A. Yes.

Q. And you had instructed Mr. Harlap to send the money -- wire the money to that account. Is that correct?

A. Yes.

Q. And when you had testified earlier this month that the million and a half was sent by Mr. Harlap by wire to Nevada State Bank to the account of Eldorado, you were mistaken. Is that correct?

MR. McDONALD: Object to the form.

A. I just -- at the time, I don't think that I remembered if it went into Canamex Nevada or to Eldorado Hills, LLC. So I was not sure at the time whether it went into one or the other.

You had asked me about that via or through Canamex Nevada, LLC, parentheses, in that agreement, and that kind of jarred my memory about Canamex Nevada. So I just wasn't sure at the time, but $1.5 million did go into Canamex Nevada, and then the $1.5 million was deposited into Eldorado Hills, LLC.

BY MR. LIONEL:

Q. We talked about the check process, Check Number 92 dated 12/10 for a million and a half dollars, and if you look at the next page, which is Plaintiffs

00120, it has what appears to be the check. Is that correct?

A. What are you saying about 00120?

MR. McDONALD: There (Indicating).

A. Oh, that's the Bates number. I was looking up at the top.

BY MR. LIONEL:

Q. Sorry.

A. I kept looking for that number and couldn't find it. I lost track of what you were saying.

Q. Sorry.

A. No, it's my fault.

Q. But that's a copy of the million and a half check that you drew out of the Canamex Nevada bank account --

A. Exactly.

Q. -- to Eldorado. Is that correct?

A. Yes, sir.

Q. So the money was not wired to that account. It was put in that account by your check?

A. Correct.

MR. LIONEL: The next exhibit is D?

THE REPORTER: E.

(Exhibit E was marked.)

BY MR. LIONEL:

A. Yes, on December 10, correct.

Q. And it shows the last series of entries on the page that on 12/04 the balance in the account was $1,870.51, and on 12/07, it was $1,501,870.51. Is that correct?

A. That's right.

Q. And the next page of the exhibit it shows in the upper left-hand corner what they use as a net deposit credit. It shows a million and a half dollars. Is that correct?

A. Yes.

MR. LIONEL: Now we come to Exhibit F, one for you, Ms. Reporter, and one for you.

(Exhibit F was marked.)

BY MR. LIONEL:

Q. This is a bank statement of Nevada State Bank for the month of December of 2007. The bank statement of Eldorado Hills, LLC, was sent to the -- to it, Eldorado Hills, LLC, at 3060 East Post Road, Suite 110. Did you receive it?

A. Yes, sir.

Q. And halfway down the page it says money market account-business 612029199. It shows previous balance 2,373.22; deposits/credits, $1,450,779.35, and it shows checks processed, 1,420,000. Is that correct?

A. Yes, correct.

Q. And then below that it shows deposits/credits, 12/10, $1,450,000, internet transfer from DDA, and on 12/31, $779.35 as an interest payment on apparently the million four fifty, I guess.

A. Correct.

Q. And that million four fifty came from the million and a half that had been deposited by your check from Canamex Nevada, correct?

A. Correct.

Q. And below it says check processed on 12/14, $1,420,000.

MR. LIONEL: Off the record.

(Whereupon, there was a discussion off the record.)

BY MR. LIONEL:

Q. That $1,420,000 check processed, that was a check that you drew on the money market account of Eldorado payable to Go Global. Is that correct?

A. I believe so, yes.

The most incredible thing here is that we used to earn 4.53 percent interest at the bank in 2007.

Q. I noticed that.

A. That doesn't happen anymore.

MR. LIONEL: Counsel, don't we have a copy of

the check?

MR. McDONALD: Of the check itself?

MR. LIONEL: Yes.

MR. McDONALD: I don't know. Do you still have a copy of the check itself?

MR. LIONEL: The documents you gave me today just indicate on the account -- I'm sorry.

THE WITNESS: I don't recall having a copy of that check. I don't even know if we had official checks for the money market account, but it could have been maybe a counter check or a cashier's check, but I don't remember. I haven't seen it lately.

MR. LIONEL: Would you mark this as the next exhibit. Is it G?

THE REPORTER: Yes.

(Exhibit G was marked.)

THE WITNESS: Excuse me one minute.

BY MR. LIONEL:

Q. Your lawyer delivered this morning at the beginning of the deposition two pages which contain a bank statement of Go Global, Inc., for December 2007 which shows on 12/14 a deposit of $1,420,000. Do you have a copy of that?

A. No.

MR. McDONALD: I didn't make copies of it.

A. Not with me, I mean.

BY MR. LIONEL:

Q. Okay. Exhibit G is a two-page document. The second page shows or purports to be a copy of a withdrawal of $1,420,000 on 12/14/07 and bearing the notation "per e-mail request from Carlos Huerta, transfer from" an account number, I assume, "612024471." Would you look at that?

A. Sure. Okay.

Q. Is that correct the way I described it?

A. Yes.

MR. LIONEL: After lunch, we can do this. Why don't we take a break now for lunch.

MR. McDONALD: Okay.

(Recess taken.)

BY MR. LIONEL:

Q. Mr. Huerta, do you have a general ledger for the period that you were at Eldorado?

A. Yes, and it should be produced to you, and if it hasn't, it should be soon.

Q. It has not.

MR. McDONALD: Which one, the general ledger?

MR. LIONEL: Yes.

A. But yes.

BY MR. LIONEL:

CERTIFICATE OF REPORTER

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

I, Marilyn L. Speciale, a duly certified court reporter licensed in and for the State of Nevada, do hereby certify:

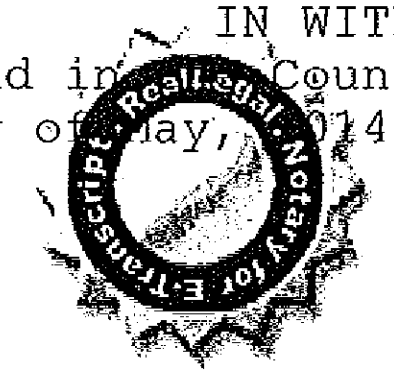
That I reported the taking of the deposition of the witness, CARLOS A. HUERTA, at the time and place aforesaid;

That prior to being examined, the witness was by me duly sworn to testify to the truth, the whole truth, and nothing but the truth;

That I thereafter transcribed my shorthand notes into typewriting and that the typewritten transcript of said deposition is a complete, true and accurate record of testimony provided by the witness at said time to the best of my ability.

I further certify (1) that I am not a relative, employee or independent contractor of counsel of any of the parties; nor a relative, employee or independent contractor of the parties involved in said action; nor a person financially interested in the action; nor do I have any other relationship with any of the parties or with counsel of any of the parties involved in the action that may reasonably cause my impartiality to be questioned; and (2) that transcript review pursuant to NRCP 30(e) was requested.

IN WITNESS WHEREOF, I have hereunto set my hand in County of Clark, State of Nevada, this 10th day of May, 2014.



MARILYN L. SPECIALE, CRR, RPR, CCR#749

Electronically signed by Marilyn Speciale (501-278-560-5148) 519a3c9e-b42f-400a-9409-7f2ce705b5f3

Exhibit A – 6

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CLERK OF THE COURT

MSJ
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Attorneys for Defendant 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. AND RELATED CLAIMS	Case No. A-13-686303-C Dept. XXVII Date: Time:

DEFENDANT SIG ROGICH, TRUSTEE OF THE ROGICH FAMILY IRREVOCABLE TRUST'S MOTION FOR PARTIAL SUMMARY JUDGMENT

The Rogich Family Irrevocable Trust (the "Rogich Trust") moves the Court for an order granting partial summary judgment against Plaintiffs Carlos A. Huerta ("Huerta") and the Alexander Christopher Trust (the "Christopher Trust") (together, "Huerta Plaintiffs") on the grounds that as purported assignees to certain interests assigned by Go Global, Inc. ("Go Global")—a recently reorganized Chapter 11 debtor—the Huerta Plaintiffs' claims are barred under the claim preclusion and judicial estoppel doctrines.

This Motion for Partial Summary Judgment (the "Motion") is based on the statement of undisputed material facts and law and argument set forth below, the request for judicial notice, the papers and pleadings on file, and any argument the Court may entertain at the hearing.[1]

DATED: August 11, 2014.

LIONEL SAWYER & COLLINS

By: _____

Samuel S. Lionel, NV Bar No. 1766
slionel@lionelsawyer.com
300 South Fourth Street, 17th Floor
Las Vegas, Nevada 89101

Attorneys for Defendant Rogich Trust

NOTICE OF HEARING

PLEASE TAKE NOTICE that Defendant's Motion for Partial Summary Judgment shall be heard in Department XXVII on ~~August~~ September 25, 2014, at 10:30 a.m. ~~/p.m.~~, or as soon as the Court's calendar permits on that day.

Dated: August 11, 2014.

Submitted by:

LIONEL SAWYER & COLLINS

By: _____

Samuel S. Lionel,
Attorneys for Defendant Rogich Trust

[1] Partial summary judgment is sought because the amended complaint's fourth claim is a claim by Plaintiff Nanyah Vegas, LLC which is completely separate from the Huerta Plaintiff's claims. A motion for partial summary judgment with respect to the Nanyah claim has been filed.

I. INTRODUCTION

This action presents the quintessential scenario in which to apply the judicial estoppel and claim preclusion doctrines. Numerous cases from Nevada, the Ninth Circuit and bankruptcy courts throughout the nation routinely and uniformly hold that if a debtor in bankruptcy fails to identify and preserve litigation claims as assets of the estate, the debtor is barred from bringing those claims in subsequent litigation. This result follows even if the claim at issue was not substantively tried in the first action. The justification is two-fold.

First, judicial estoppel, prevents a debtor from obtaining bankruptcy relief by taking a certain legal position in those proceedings and then turning around to file subsequent litigation in which the former debtor takes a position that is irreconcilable with the position taken in bankruptcy court. Accordingly, judicial estoppel protects the judicial process's integrity and promotes a debtor's fair and full disclosure of assets in bankruptcy. Second, claim preclusion prevents a litigant from obtaining a judgment in a judicial proceeding and, upon that proceeding's conclusion, initiating a new action to pursue claims that could have been resolved in the first proceeding. This doctrine encourages fairness to defendants and finality to litigation.

Debtors in bankruptcy have a duty to fully and completely disclose the estate's assets, including litigation claims. Complete and honest disclosure is the foundation on which bankruptcy lies. Without it, unscrupulous debtors could abuse the process and work even more harm to creditors by excluding valuable assets from a reorganization plan—assets that could have been used to provide a greater and quicker return to creditors. Because a confirmed Chapter 11 plan of reorganization is a final judgment on the merits, judicial estoppel and claim preclusion apply to bar subsequent assertion of claims that should have been resolved or explicitly preserved in connection with a debtor obtaining bankruptcy relief.

Go Global, a Huerta controlled entity, knowingly omitted litigation claims from its Chapter 11 reorganization plan, which was confirmed on July 22, 2013. During its bankruptcy, Go Global possessed a contingent asset based on a 2008 Purchase Agreement between Go Global and the Rogich Trust. At some point in 2012—***at least eight months prior to obtaining***

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Chapter 11 plan confirmation—Go Global learned of facts it believed constituted a breach of the Purchase Agreement and sent a letter to Rogich alleging he had breached the contract. Go Global also demanded that Rogich remedy the alleged breach and threatened litigation. Accordingly, Go Global believed it possessed litigation claims against the Rogich Trust.

A debtor's litigation claims, or causes of action, are the bankrupt estate's assets and subject to bankruptcy disclosure requirements. Go Global, however, never identified the purported litigation claims in its bankruptcy proceedings. Instead, Go Global concealed these litigation claims, obtained bankruptcy relief, and then immediately "assigned" them to another Huerta controlled entity, the Christopher Trust. Within one day of receiving the assignment, the Christopher Trust initiated this litigation—***a mere eight days after Go Global's plan or reorganization was confirmed, entitling Go Global to bankruptcy relief.***

Go Global's purported assignment, however, is void because Go Global did not disclose and preserve in its plan of reorganization the litigation claims now asserted against Defendants in this subsequent legal proceeding. Because Go Global obtained confirmation of its reorganization plan, the bankruptcy proceedings resulted in a final judgment on the merits. Moreover, Go Global obtained its relief by taking the position that ***it did not possess litigation claims against the Defendants***. Accordingly, judicial estoppel and claim preclusion extinguished the claims Go Global purportedly assigned to the Huerta Plaintiffs. Thus, the Huerta Plaintiffs have no rights under the Purchase Agreement and Defendant Rogich Trust is entitled to summary judgment.

II. UNDISPUTED STATEMENT OF MATERIAL FACTS

1. Eldorado Hills is a limited liability company that filed its Articles of Organization on or about September 14, 2005. (*See* SOS Filing, **Exhibit 1**.[2]) Carlos Huerta and Sig Rogich jointly managed Eldorado Hills from its inception until approximately October 30, 2008. Eldorado's initial members were Go Global, Inc. and the Rogich Family Irrevocable Trust. (Operating Agreement, **Exhibit 2**.) Huerta owned and controlled Go Global and Rogich was the Trustee of the Rogich Trust. (*See id.*)

[2] All Exhibit references are made to the Lionel Declaration, attached as **Exhibit A**.

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2. On or about October 30, 2008, Eldorado, Go Global, Huerta, Rogich and the Rogich Trust entered into several agreements that affected Eldorado's ownership and management structure. Among these agreements—and central to this litigation—was a Purchase Agreement[3] between Go Global and the Rogich Trust. (Purchase Agreement, **Exhibit 3**.)

3. Generally, the Purchase Agreement provided that Go Global would sell its interest in Eldorado to the Rogich Trust and the Rogich Trust would pay Go Global certain amounts up to a maximum of $2,747,729.50 (the "Purchase Price").[4] The Purchase Price was to be paid from the Rogich Trust's receipt of Eldorado Hills distributions, ***when and if***, distributions were made. (*Id.*) As a consequence, Go Global was no longer an Eldorado Hills member and Huerta was no longer an Eldorado manager.

4. Approximately 18 months later, Go Global filed a Chapter 11 bankruptcy petition in the Bankruptcy Court for the District on Nevada (the "Bankruptcy Court").[5] *See* Case 10-14804-led, ECF # 1, **Exhibit 4**.[6] Go Global disclosed assets between $0.00 and $50,000, while its liabilities amounted to somewhere between $10 million and $50 million. (*Id.*)

5. On or about June 4, 2010, Go Global filed a statement of financial affairs, identifying a purported "account receivable" to be paid by Mr. Rogich, individually, in Schedule B—Personal Property. (ECF # 73, **Exhibit 5**.) The contingent, unliquidated when and if distributions provided for in Purchase Agreement, however, was not an account receivable and the Rogich Trust was the obligor, not Mr. Rogich. Moreover, under Schedule B, a debtor must identify "other contingent and unliquidated claims *of every nature*." (*Id.* at p. 9.) The only

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[3] The Purchase Agreement's terms and its interpretation are not material to this Motion because this Motion seeks summary judgment on preclusion and estoppel grounds, not the substantive law on whether there has been a breach or a tort committed.

[4] The Purchase Agreement describes the transaction as a $2,747,729.50 "non interest bearing debt with, therefore, no capital calls for monthly payments." *See* Exhibit 3, p. 2.

[5] Pursuant to NRS 47.130, Defendants request that the Court take judicial notice of the facts based on Go Global's bankruptcy proceeding in Case 10-14804-led. The facts are "capable of accurate and ready determination by resort to" the cited bankruptcy filings "whose accuracy cannot reasonably be questioned, so that the fact[s] [are] not subject to reasonable dispute."

[6] Huerta, his wife and another Huerta entity also filed for bankruptcy and all petitions were consolidated for joint administration. (*See* ECF # 34.)

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contingent or unliquidated asset identified was a $170,000 interest in "St. Rose Property." (*Id.*)

6. Then, on or about January 19, 2012, Go Global filed an Amended Statement of Financial Affairs. (ECF # 268, **Exhibit 6**.) This amended statement shows "property . . . transferred [to Sig Rogich] either absolutely or as security within two years immediately preceding the commencement of this case." (*Id.* at p. 6.) The amended statement identifies no relevant claims of a contingent or unliquidated nature.

7. Go Global, with its co-debtors, also filed a Joint Disclosure Statement on April 4, 2011 (ECF # 179 through 191-6), a First Amended Joint Disclosure on January 17, 2013 (ECF # 431 through 431-3), a Second Amended Joint Disclosure on March 8, 2013 (ECF # 454 through 454-3) and a Third Amended Joint Disclosure on March 28, 2013 (ECF # 470 through 470-3).[7] These disclosures are accompanied by "Cashflow" and "Liquidation" analyses. (*See id.*) Neither the Disclosures, nor the Cashflow and Liquidation analyses, however, make any mention of the purported $2,747,729.50 asset related to the Purchase Agreement.

8. On or about January 1, 2012, and prior to the filing of the three Amended Joint Disclosures, the Rogich Trust entered into an agreement through which it transferred its ownership in Eldorado to a third-party (the "TELD Transfer"). Through this assignment, the Rogich Trust divested itself of all interests in Eldorado Hills. (*See* Membership Interest Assignment Agreement, **Exhibit 11**.) The Huerta Plaintiffs' Complaint in the present litigation alleges that the TELD Transfer was a breach of the Purchase Agreement.

9. Go Global and Huerta knew about the TELD Transfer approximately one year before the Bankruptcy Court confirmed Go Global's Plan of Reorganization. Believing that the TELD Transfer violated the Purchase Agreement, Go Global wrote to Mr. Rogich on November 7, 2012, alleging breach of the Purchase Agreement, demanding to be made whole, and threatening litigation. (*See* Correspondence, **Exhibit 12**.) Thus, Go Global took the position that it had claims against the Rogich Trust (the "Litigation Claims").

10. This Correspondence raises the same issues and factual developments the Huerta

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[7] Attached as **Exhibit 7**, **Exhibit 8**, **Exhibit 9** and **Exhibit 10**, respectively.

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Plaintiffs now raise in their Complaint. (*Id.*) Thus, based on its own characterization of the TELD Transfer—and well before the Plan of Reorganization's confirmation—Go Global knew that it had potential litigation claims (or causes of action) against the Rogich Trust. (*Id.*) ("Pursuant to paragraph 7(m)(1) of the agreement it is hereby offered that the parties attend mediation."). Plaintiffs' offer of mediation was mandated by the Purchase Agreement as an indispensable prerequisite prior to the "Traditional Legal Process."

11. As the Bankruptcy Proceedings progressed, Go Global filed additional disclosures with the Bankruptcy Court. (*See, e.g.*, ECF # 502.) At no point in the Bankruptcy Proceedings, however, did Go Global raise the issue complained of in the Correspondence. Instead, Go Global waited until after it obtained plan confirmation and bankruptcy relief and then immediately "assigned" its purported rights in the Purchase Agreement to the Christopher Trust.

12. On July 22, 2013, the Bankruptcy Court signed the "Order Confirming Third Amended Joint Chapter 11 Plan of Reorganization," *i.e.* the "Confirmation Order," which resulted in the binding "Confirmed Plan." (*See* ECF # 507, **Exhibit 13**.) The Confirmed Plan ***does not identify any assets, including litigation claims, related to the Purchase Agreement, the Purchase Price, the Rogich Trust or Eldorado Hills***. (*See generally, id.*)

13. In particular, the Confirmed Plan does not identify a "Litigation Claim" or "Cause[] of Action" against the Rogich Trust. (*Id.* at p. 3.) Indeed, Section B of the Confirmed Plan—"Preservation of Rights of Action"—only specifically reserved the "right[] to commence, pursue, litigate or settle, as appropriate, any and all Causes of Action . . . relating to the Paulson Group or the related State Court Litigation involving Seal Keefer and/or the arbitration with Nevada State Bank.." (*Id.* Exhibit 1 to Confirmed Plan, pp. 27-28.) As to any other litigation claims, Go Global merely used boilerplate language purporting to preserve all causes of action that were not expressly released or settled. (*Id.*)[8]

14. Then, on July 30, 2013, ***just eight days after the Plan's confirmation***, Huerta, as

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[8] As discussed below, blanket reservations of litigation claims are insufficient, as a matter of law, to preserve causes of action.

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Go Global's President, executed an "Assignment of Contract" where, for no apparent consideration, Go Global assigned its purported "***rights, interests, and causes of action as allowed under the law to Assignee*** [the Christopher Trust] arising from the Purchase Agreement." (*See* **Exhibit 14**, PLTFS001 (emphasis added).)[9]

15. The very next day, the Huerta Plaintiffs filed a complaint against the Rogich Trust based on the TELD Transaction—the same transaction complained of eight months earlier in Go Global's November 7, 2012, Correspondence to Rogich.

III. LAW AND ARGUMENT

A. Summary Judgment Standard

Summary judgment's purpose "is *to **avoid a needless trial*** when an appropriate showing is made in advance that there is no genuine issue of fact to be tried, and the movant is entitled to judgment as a matter of law." *McDonald v. Alexander*, 121 Nev. 812, 815, 123 P.3d 748, 750 (2005) (quoting *Coray v. Hom*, 80 Nev. 39, 40-41, 389 P.3d 76, 77 (1964)) (emphasis added). Summary judgment is appropriate where "no genuine issue of material fact [remains] and … the moving party is entitled to a judgment as a matter of law." *Wood v. Safeway, Inc.*, 121 Nev. 724, 729, 121 P.3d 1026, 1029 (2005) (quoting NRCP 56(c), alteration in original).

The substantive law identifies the facts that are material to any given claim. *Wood*, 121 Nev. at 731, 121 P.3d at 1031. Other factual disputes are irrelevant. *Id.* Similarly, where the nonmoving party cannot offer evidence that a material fact is reasonably in dispute, the moving party is entitled to judgment as a matter of law. *See Barmettler v. Reno Air, Inc.*, 114 Nev. 441, 447, 956 P.2d 1382, 1386 (1998) ("it is fundamental that the nonmoving party may not rest on the allegations of his pleadings to successfully resist a motion brought under NRCP 56"); *see also Celotex Corporation v. Catreet*, 447 U.S. 317, 323 (1986).

To defend against a motion for summary judgment, the nonmoving party must do more than attempt to create issues of fact by making bare and generalized allegations. Thus,

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[9] Because the assignment purports to be from Go Global to the Christopher Trust, Huerta's individual standing as a plaintiff appears dubious, but is not a subject of this Motion.

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> [w]hile the pleadings and other proof must be construed in a light most favorable to the nonmoving party, that party bears the burden to "do more than simply show that there is some metaphysical doubt" as to the operative facts in order to avoid summary judgment being entered in the nonmoving party's favor. The nonmoving party "must, by affidavit or otherwise, set forth specific facts demonstrating the existence of a genuine issue for trial or have summary judgment entered against him." The nonmoving party "is not entitled to build a case on the gossamer threads of whimsy, speculation, and conjecture."

Wood, 121 Nev. at 729, 121 P.3d at 1029 (citations omitted); *see also Pegasus v. Reno Newspapers, Inc.*, 118 Nev. 706, 713-14, 57 P.3d 82, 87 (2002).

Claim preclusion and judicial estoppel lend themselves to resolution on a summary basis. For example, in *Five Star Capital Corp. v. Ruby*, 124 Nev. 1048, 1056, 194 P.3d 709, 714 (2008) the Nevada Supreme Court held "that the district court properly granted summary judgment" on claim preclusion grounds. Similarly, in *Marcuse v. Del Webb Communities, Inc.*, 123 Nev. 278, 288 163 P.3d 462, 469 (2007), a district court's granting of a motion to dismiss was reversed because, as a matter of law, the defendant was judicially estopped from asserting the defense on which the motion to dismiss was based. *See also Hamilton v. State Farm Fire & Casualty Co.*, 270 F.3d 778 (9th Cir. 2001) (affirming district court's grant of summary judgment based on judicial estoppel grounds).

B. The Judicial Estoppel and Claim Preclusion Doctrines Bar The Huerta Plaintiffs' Claims Against Defendant And Justify Summary Judgment

As a matter of law, the Huerta Plaintiffs cannot assert the Litigation Claims against Defendants because Go Global—the purported assignor—failed to preserve the Litigation Claims in its Bankruptcy Proceedings and knowingly took the position that it had no asset consisting of Litigation Claims against Defendants. Because the Confirmation Order resulting from Go Global's Bankruptcy Proceedings is a final judgment on the merits, which entitled Go Global to relief in accordance with Go Global's omission of the Litigation Claims, judicial estoppel and claim preclusion must be invoked to bar the Huerta Plaintiffs' current allegations.

The Litigation Claims should have been dealt with in the Bankruptcy Proceedings, but were not, because of Go Global's choice to refrain from identifying them in bankruptcy. The law anticipates this type of illegitimate conduct and the courts routinely apply judicial estoppel and

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claim preclusion to eliminate the abuse. The following argument shows why (1) judicial estoppel and (2) claim preclusion require summary judgment in Defendant's favor.

1. Judicial Estoppel Bars The Litigation Claims From Being Asserted Because Go Global Took The Position That It Had No Litigation Claims Against Defendants, A Position That The Bankruptcy Court Accepted When It Granted Go Global's Bankruptcy Relief

The Huerta Plaintiffs cannot assert the Litigation Claims based on the TELD Transfer because Go Global's position that it held no Litigation Claims was adopted by the Bankruptcy Court and that position is irreconcilable with the Huerta Plaintiffs' position. Approximately one-year before the Confirmed Plan was entered, Go Global alleged to Mr. Rogich that it had purported causes of action against the Rogich Trust. Yet Go Global's Confirmed Plan contains no recognition or preservation of those supposed Litigation Claims. This failure to disclose, coupled with obtaining bankruptcy relief, means that Go Global had no rights to the Litigation Claims when it assigned its interests in the Purchase Agreement to the Christopher Trust.

a) Judicial Estoppel Prevents Parties From Taking Advantage Of Irreconcilable Positions In Subsequent Litigation

Judicial estoppel "guard[s] the judiciary's integrity" and bars a litigant from taking a legal position in a second suit that is contrary to the litigant's position in a previous lawsuit, especially if the court in the first action adopted the litigant's position. *Marcuse v. Del Webb Communities Inc.*, 123 Nev. 278, 287, 163 P.3d 462, 468-69 (2007). Judicial estoppel is regularly applied when a party fails to disclose litigation claims in its bankruptcy proceedings, obtains favorable relief based on the omission, and then pursues the undisclosed litigation claims in a subsequent lawsuit. *See, e.g., Hamilton v. State Farm Fire & Cas. Co.*, 270 F.3d 778, 781 (9th Cir. 2001) (holding that judicial estoppel barred plaintiff's attempt to bring claims against his insurer after omitting the contingent claims from his schedules). Thus, if a debtor fails to identify an asset that should have been identified in a reorganization proceeding, the debtor cannot emerge from bankruptcy only to pull the undisclosed asset from its back pocket.

Hamilton states the uniform rule that a bankruptcy debtor must disclose "contingent and nonliquidated claims of every nature." *Id.* A soon-to-be filed or pending litigation claim is an

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unliquidated / contingent claim that cannot be pursued unless identified and preserved in a reorganization plan. *Id.*; *see also* 11 U.S.C. § 521. Indeed, courts have "developed a basic default rule: If a plaintiff-debtor ***omits a pending (or soon-to-be-filed) lawsuit from the bankruptcy schedules*** and obtains a discharge (or plan confirmation), judicial estoppel bars the action." *Ah Quin v. County of Kauai Dept. of Transp.*, 733 F.3d 267, 271 (9th Cir. 2013). This same axiom has also been described as follows:

> [O]ne seeking benefits under bankruptcy law must "satisfy a companion duty to schedule, for the benefit of creditors, all his interests and property rights." [] "***The result of a failure to disclose [any litigation likely to arise in a no bankruptcy context] triggers application of the doctrine operating against a subsequent attempt to prosecute the actions.***"

Hamilton v. Greenwich Investors XXVI, LLC, 195 Cal. App. 4th 1602, 1609 (2011) (citing *Oneida Motor Inc. v. United Jersey Bank*, 848 F.2d 414, 416 (3d. Cir. 1988) (emphasis added).[10]

The Ninth Circuit and The Federal District Court for Nevada have both recently applied judicial estoppel to bar a party from asserting in subsequent litigation claims that should have been, but were not, disclosed in a prior bankruptcy. *See Dzakula v. McHugh*, 746 F.3d 399 (9th Cir. 2014); *Henderson v. Bonaventura*, 2:13-cv-019210-RCJ, Doc 77 *16-17 (D. Nev. Apr. 17, 2014) (dismissing complaint on judicial estoppel grounds because plaintiff obtained a bankruptcy discharge after omitting the litigation claims she subsequently filed in district court).

In *Dzakula*, for example, the plaintiff appealed the district court's dismissal of her complaint, which alleged that Dzakula's employer, McHugh, took adverse employment action against her. 746 F.3d at 399. McHugh moved to dismiss because Dzakula had filed for Chapter 7 bankruptcy protection, yet failed to list the litigation claims asserted against McHugh as one of her assets. Although Dzakula subsequently amended her bankruptcy petition after McHugh moved to dismiss, the district court found that there was no legitimate evidence suggesting that Dzakula's omission had been inadvertent or mistaken. *Id.*

b) Go Global Concealed From The Bankruptcy Court The Litigation Claims It Believed It Had Against The Rogich Trust And Received Bankruptcy Relief Based On That Position

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[10] *Greenwich Investors* and *Oneida* applied judicial estoppel in the Chapter 11 context.

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The present litigation's dynamics—*i.e.*, a bankruptcy filing, omission of litigation claims, bankruptcy relief, and the former debtor's subsequent litigation asserting claims—is nearly identical to *Dzakula*, *Hamilton* and *Greenwich Investors*. These cases also satisfy Nevada's law on judicial estoppel. *See Marcuse*, 123 Nev. at 287, 163 P.3d at 468-69. In *Dzakula* and *Hamilton*, for example, the plaintiffs had previously initiated bankruptcy proceedings, failed to identify the litigation claim asserted in the subsequent litigation, and received the benefit of non-disclosure in the prior bankruptcy proceedings. The plaintiffs then tried to assert the previously undisclosed claims in subsequent litigation, which was unquestionably inconsistent with their bankruptcy positions.

These cases follow the precise pattern as the present litigation. Go Global was a debtor in Chapter 11 proceedings. Although Go Global submitted ***four*** joint disclosures—each of which included liquidation and cashflow analyses—it never identified a relevant contingent or unliquidated claim and never identified the Litigation Claims. Go Global failed to identify the Litigation Claims even though the bankruptcy schedules explicitly require disclosure of "other contingent and unliquidated claims ***of every nature***" and even though, as of November 7, 2012, Go Global articulated its belief that the Rogich Trust had breached the Purchase Agreement. Then, in its proposed Third Amended Plan of Reorganization—which was ultimately confirmed on July 22, 2013—Go Global again refused to identify or preserve the Litigation Claims it had identified in the correspondence sent to Rogich eight months earlier.

Moreover, Huerta, apparently, deliberately orchestrated the events leading up to the present litigation. In the Bankruptcy Proceedings, Go Global simply stashed away the Litigation Claims and patiently waited until the Confirmation Order's entry. Then, Go Global immediately assigned the Litigation Claims, for no apparent consideration, to an insider—The Christopher Trust. When Huerta orchestrated the "assignment," he had already caused a complaint against Defendants to be prepared, because ***within 24 hours***, the Huerta Plaintiffs filed the complaint that initiated this action.

Thus, Go Global knew of the Litigation Claims, refused to disclose them to the

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Bankruptcy Court—thereby shirking its "duty to schedule" all assets—and then, immediately after obtaining bankruptcy relief, began pursuit of the undisclosed Litigation Claims. *See Greenwich Investors*, 195 Cal. App. 4th at 1609. This "failure to disclose . . . triggers the application of [judicial estoppel] operating against the Huerta Plaintiffs' subsequent attempt to prosecute the actions." *Id.* Defendants are thus entitled to a grant of summary judgment.

2. Go Global's Confirmed Order Is A Final Judgment On The Merits That Precludes The Huerta Plaintiffs' Subsequent Assertion Of The Litigation Claims That Should Have Been Raised, Identified And Preserved In Go Global's Chapter 11 Proceedings

Claim preclusion presents another bar to the Huerta Plaintiffs' claims because Go Global knew of the TELD Transaction by November 7, 2012, and specifically argued to Rogich that the TELD Transaction constituted a breach of the Purchase Agreement. Despite possessing this knowledge, Go Global refused to disclose the Litigation Claims to the Bankruptcy Court during the eight months that preceded the Confirmation Order. Claim preclusion applies when a lawsuit results in a final judgment on the merits and a party (or privy) to that action asserts in a new action a claim that was, or could have been, asserted in the first action. *Five Star Capital Corp. v. Ruby*, 124 Nev. 1048, 1054-55, 194 P.3d 709, 713 (2008); *Heritage Hotel Ltd. P'ship v. Valley Bank of Nevada (In re Heritage Hotel P'ship I)*, 160 B.R. 374, 376-77 (9th Cir. BAP 1993).

a) Claim Preclusion Bars Litigation Of Claims That Were, Or Could Have Been, Asserted In Previous Litigation That Resulted In A Final Judgment On The Merits

Claim preclusion bars claims that could have been asserted in a previous action "even though the substantive issues have not been tried, especially if the plaintiff has failed to avail himself of opportunities to pursue his remedies in the first proceeding." *Five Star Capital*, 124 Nev. at 1058, 194 P.3d at 715. A bankruptcy court's confirmed plan of reorganization is a final order on the merits to justify claim preclusion's application. *In re Heritage Hotel P'ship I*, 160 B.R. at 377 (a "confirmation order constitutes a final judgment on the merits with respect to the issues addressed in the plan of reorganization."); *see also* 11 U.S.C. § 1129.

Five Star Capital demonstrates Nevada's application of claim preclusion. That case

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involved two actions related to a real estate contract. In the first action, Five Star's counsel failed to attend calendar call, resulting in that action's dismissal. 124 Nev. at 1050, 194 P.3d at 710. Instead of appealing the dismissal, Five Start Capital initiated a new action based on the same contract dispute. *Id.* The defendant moved for dismissal on claim preclusion grounds and the motion was granted. *Id.* Five Star Capital appealed, arguing that (1) the first dismissal—for failing to attend calendar call—was not on the merits, and (2) the second lawsuit included an additional claim for contractual damages not alleged in the first suit. *Id.* at 1057-58, 194 P.3d at 715-16.

The Nevada Supreme Court rejected both of these arguments. First, the Court held that under its cases "interpreting the 'adjudication upon the merits' phrase," claim preclusion was still applicable, even though the district court did not delve into the claims' legal merit, because "the phrase is meant to preclude the refiling of the same claim" that had previously been adjudicated and under Rule 41, the dismissal was made with prejudice. *Id.* And second, the Court reaffirmed that "claim preclusion applies to prevent a second suit based on all grounds of recovery that were ***or could have been brought*** in the first suit." *Id.* at 1058, 194 P.3d at 716 (emphasis added). Accordingly, the court affirmed the district court's dismissal.

In the bankruptcy context, the controlling policy "favors disclosure by the debtor of ***all potential causes of action***." *Kelley v. South Bay Bank (In re Kelley)*, 199 B.R. 698, 703 (9th Cir. BAP 1996) (emphasis added). A debtor has a "duty to prepare [the] bankruptcy schedules and statements 'carefully, completely, and accurately' ***and bears the risk of nondisclosure.***" *In re JZ L.L.C.*, 371 B.R. 412 (9th Cir. BAP 2007) (citing *Hay v. First Interstate Bank of Kalispell*, 978 F.2d 555 (9th Cir. 1992)). Consistent with this duty, "***it is axiomatic that a general reservation of rights is an insufficient basis upon which to bar the application of the res judicata doctrine.***" *In re G-P Plastics*, 320 B.R. at 867-68 (emphasis added). Accordingly, an estate asset, such as a litigation claim, must be particularly identified and described in the confirmed plan of reorganization or else that claim is irrevocable lost.

For example, in *In re Kelley*, a Chapter 11 debtor confirmed its plan of reorganization

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and subsequently tried to assert counterclaims against a creditor—"South Bay." 199 B.R. at 700. The reorganization plan generically provided that the debtor could initiate adversary proceedings post-confirmation and that the debt it owed to South Bay "could be reduced by . . . any counterclaim the Kelleys successfully asserted against South Bay." *Id.* at 701. One month after the plan's confirmation, the Kelleys objected to South Bay's claim. *Id.* The bankruptcy court considered the objection, but found that *res judicata* barred the Kelleys' objection. *Id.*

On appeal, the Ninth Circuit Bankruptcy Appellate Panel ("Ninth Circuit BAP") affirmed, concluding that the Kelleys had "adequate information" of the facts underlying their objection and the plan's failure to identify the counterclaim/objection barred them from raising it post-confirmation. The Kelleys argued that language in their disclosure statement made "two references to potential claims against South Bay." *Id.* at 704. The Ninth Circuit BAP, however, stated that while the disclosure statement provided "a clearer expression of potential causes of action [than the plan], ***it [did] not mention the grounds*** for these potential claims." (*Id.* emphasis added.) Even coupled with a general reservation of all potential claims, the court held "that the Kelleys did not properly reserve the right to object to South Bay's claim." *Id.* at 705.

b) The Confirmed Order Is A Final Judgment On The Merits And The Litigation Claims Could Have Been, But Were Not, Raised In The Bankruptcy Proceedings

Just as in *Five Star* and *In re Kelley*, claim preclusion bars the Huerta Plaintiffs' claims in this suit because the Litigation Claims could have been asserted in the bankruptcy proceedings, but were not. Neither were the Litigation Claims preserved in Go Global's Plan of Reorganization. Also, as with *Five Star* and *In re Kelley*, the first judgment, *i.e.*, the Confirmed Plan, need not address substantive issues. The critical question, rather, is whether the claims ***could have*** been asserted. Numerous bankruptcy cases have applied this principle in holding that a plan's confirmation is an adjudication on the merits. *See, e.g., In re Kelley*, 199 B.R. at 703; *In re JZ L.L.C.*, 371 B.R. at 415; *Hay*, 978 F.2d 557; *In re G-P Plastics*, 320 B.R. at 867-68.

Claim preclusion is particularly applicable here because Go Global "failed to avail [it]self of opportunities to pursue [its] remedies in the first proceeding." *See Five Star*, 124 Nev. at

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1058, 194 P.3d at 715. For example, Go Global could have initiated an adversary action or specifically identified and preserved the Litigation Claims in its Plan of Reorganization.

Go Global's Plan of Reorganization was confirmed on July 22, 2013. By that time, Go Global had known about the Litigation Claims it believed it had against Defendants for ***at least eight months***. But beyond the correspondence to Rogich, other facts demonstrate that Go Global knew of the purported Litigation Claims when it chose not to preserve them. For example, Go Global purported to assign the Litigation Claims ***a mere one week after the Confirmation Order's entry***. Moreover, this assignment was made for no apparent consideration and to an insider who had already prepared a complaint against Defendants. (*Compare* Exhibit 6, executed on July 30, 2013, with the Complaint filed on July 31, 2013.)

Instead of concealing the Litigation Claims, Go Global should have brought a bankruptcy adversary proceeding. Indeed, Go Global knew it could have filed an adversary proceeding, because it had already done so in Case 10-01334—an adversary proceeding within the Bankruptcy Proceedings filed against a business associate of Huerta (the "Paulson Adversary Action").[11] Go Global, however, elected to not pursue the Litigation Claims.

In addition, Go Global could have specifically preserved in its Confirmed Plan the purported Litigation Claims against Defendants by including the potential defendants' identity and the facts on which the lawsuit would be based. Again, Go Global knew how to properly preserve a claim because the Confirmed Plan did as much with the Paulson Adversary Action. *See* Section B. Preservation of Rights of Action, Confirmed Plan, Exhibit 13.)

Go Global's Confirmed Plan unquestionably fails to preserve the Litigation Claims against Defendant—the same Litigation Claims purportedly assigned to the Christopher Trust and asserted in this action. Go Global identified Defendant's alleged breach of the Purchase Agreement on November 7, 2012, demonstrating that it knew of the TELD Transfer on which the alleged breach of the Purchase Agreement is predicated. *See* Correspondence, Exhibit 12. The alleged TELD Transfer is the entire basis for the Huerta Plaintiffs' claims in this litigation.

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[11] *See* ECF # 220, Case No. 10-01134.

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The Confirmed Plan, however, ***does not include a single reference to Eldorado, Rogich, or the Purchase Agreement.*** All the Confirmed Plan has is a boilerplate reservation of matters not expressly released. *See id.* As a matter of law, however, a generic reservation cannot preserve a cause of action. *In re G-P Plastics*, 320 B.R. at 867-68. Accordingly, Go Global disregarded its obligation to accurately and completely disclose and preserve litigation claims. *See In re JZ L.L.C.*, 371 B.R. at 414.

Thus, where in *Kelley* the court applied claim preclusion to bar the former debtor's claim because the debtor had "adequate knowledge," Go Global has demonstrated that it had ***more than*** "adequate knowledge" of the litigation claims' existence well before the Confirmation Order's entry and well before Go Global purported to assign those litigation claims to the Christopher Trust. As a consequence, claim preclusion precludes the Huerta Plaintiffs from asserting their claims in this litigation and Defendant should be awarded summary judgment.

IV. CONCLUSION

Based on the preceding points and authorities, the Court should grant Defendant's Motion for Partial Summary Judgment.

DATED: August 11, 2014.

LIONEL SAWYER & COLLINS

By: _____

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Telephone: (702) 383-8884
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Attorneys for Defendant Rogich Trust

CERTIFICATE OF SERVICE

Pursuant to Nevada Rule of Civil Procedure 5(b), I hereby certify that I am an employee of LIONEL SAWYER & COLLINS and that on this 11th day of August, 2014, I caused the document DEFENDANT SIG ROGICH, TRUSTEE OF THE ROGICH FAMILY IRREVOCABLE TRUST'S MOTION FOR PARTIAL SUMMARY JUDGMENT to be served as follows:

[X] by depositing same for mailing in the United States Mail, in a sealed envelope addressed to:

Brandon B. McDonald, Esq.
McDonald Law Offices, PLLC
2505 Anthem Village Drive
Suite E-474
Henderson, Nevada 89052

Attorneys for Plaintiffs

[ ] pursuant to Nev. R. Civ. P. 5(b)(2)(D) to be sent via facsimile as indicated:

[ ] to be hand delivered to:

and/or

[ ] by the Court's ECF System through Wiznet.

Felicia Darensbourg, an employee of
Lionel Sawyer & Collins

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EXHIBIT A

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slionel@lionelsawyer.com
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Telephone: (702) 383-8884
Fax: (702) 383-8845

Attorneys for Defendant Sig Rogich aka Sigmund Rogich as Trustee of The Rogich Family Irrevocable Trust and Defendant / Counterclaimant 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, 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. No. XXVII

DECLARATION OF SAMUEL S. LIONEL

I, Samuel s. Lionel, say:

1. I am an attorney at law and am duly licensed to practice in Nevada and I submit this Declaration in support of Defendants' Motion for Partial Summary Judgment. I have personal knowledge of the facts set forth in this Declaration, and I am competent to testify to the matters stated herein. Attached as Exhibit 1 is a true and correct copy of Eldorado Hills, LLC's Secretary of State Filing showing its Articles of Organization filing in September 2005.

2. Attached as Exhibit 2 is a true and correct copy of Eldorado Hills, LLC's Operating Agreement.

3. Attached as Exhibit 3 is a true and correct copy of the 2008 Purchase Agreement.

4. Attached as Exhibit 4 is a true and correct copy of Go Global Inc.'s Chapter 11 Petition.

5. Attached as Exhibit 5 is a true and correct copy of Go Global Inc.'s Bankruptcy Financial Affairs Schedule B.

6 Attached as Exhibit 6 is a true and correct copy of Go Global Inc.'s Amended Statement of Financial Affairs.

7. Attached as Exhibit 7 is a true and correct copy of Joint Disclosure Statement of Go Global, Inc., Carlos A. Huerta and Christine H. Huerta.

8. Attached as Exhibit 8 is a true and correct copy of First Amended Joint Disclosure Statement for the Plan of Reorganization of Go Global, Inc., Carlos A. Huerta and Christine H. Huerta.

9. Attached as Exhibit 9 is a true and correct copy of the Second Amended Joint Disclosure Statement for the Plan of Reorganization of Go Global, Inc., Carlos A. Huerta. and Christine H. Huerta.

10. Attached as Exhibit 10 is a true and correct copy of the Third Amended Joint Disclosure Statement for the plan of Reorganization of Go Global, Inc., Carlos A. Huerta and Christine H. Huerta.

11. Attached as Exhibit 11 is a true and correct copy of Membership Interest Assignment Agreement.

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12. Attached as Exhibit 12 is a true and correct copy of correspondence from Go Global, Inc., dated 11/7/14.

13. Attached as Exhibit 13 is a true and correct copy of Go Global, Inc.'s Chapter 11 Confirmation Order, Dated 7/22/13.

14. Attached as Exhibit 14 is a true and correct copy of Assignment: Go Global Inc. to Christopher Trust dated 7/29/13.

I, Samuel S. Lionel, declare under penalty of perjury that the foregoing is true and correct.

Executed on July 29, 2014.

Samuel S. Lionel

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EXHIBIT 1

DEAN HELLER
Secretary of State
206 North Carson Street
Carson City, Nevada 89701-4299
(775) 684 5708
Website: secretaryofstate.biz

Articles of Organization
Limited-Liability Company
(PURSUANT TO NRS 88)

Filed in the office of	Document Number
Dean Heller	20050403685-33
Dean Heller Secretary of State State of Nevada	Filing Date and Time 09/14/2005 4:33 PM
	Entity Number E0618692005-6

Important: Read attached instructions before completing form. ABOVE SPACE IS FOR OFFICE USE ONLY

1. ***Name of Limited Liability Company:*** Eldorado Hills LLC

2. ***Resident Agent Name and Street Address:*** *(must be a Nevada address where process may be served)*
Summer Rellamas
Name
3980 Howard Hughes Pkwy #550 Las Vegas NEVADA 89109
Physical Street Address City Zip Code
Additional Mailing Address City State Zip Code

3. ***Dissolution Date:*** *(OPTIONAL-see instructions)*
Latest date upon which the company is to dissolve (if existence is not perpetual): ____

4. ***Management:*** *(check one)*
Company shall be managed by 2 Manager(s) OR ____ Members

5. ***Names Addresses of Manager(s) or Members:*** *(attach additional pages as necessary)*
Carlos Huerta
Name
3980 Howard Hughes Pkwy#550 Las Vegas NV 89109
Address City State Zip Code
Sigmund Rogich
Name
3980 Howard Hughes Pkwy #550 Las Vegas NV 89109
Address City State Zip Code
Name
Address City State Zip Code

6. ***Names, Addresses and Signatures of Organizers:*** *(if more than one organizer, please attach additional page)*
Carlos Huerta
Name Signature
3980 Howard Hughes Pkwy #550, Las Vegas, NV 89109
Address City State Zip Code

7. ***Certificate of Acceptance of Appointment of Resident Agent:***
I hereby accept appointment as Resident Agent for the above named limited-liability company
Authorized Signature of R.A. or On Behalf of R.A. Company Date 9/14/05

This form must be accompanied by appropriate fees. See attached fee schedule

Nevada Secretary of State Form LLC Arts 2003
Revised on 12/04/03

EQ00107

GG000734

DEAN HELLER
Secretary of State
202 North Carson Street
Carson City, Nevada 89701-4201
(775) 684 5708
Website: secretaryofstate.biz

Resident Agent Acceptance

ABOVE SPACE IS FOR OFFICE USE ONLY

General instructions for this form:

1. Please print legibly or type; Black Ink Only.
2. Complete all fields.
3. Ensure that document is signed in signature field.

In the matter of Eldorado Hills LLC
(Name of business entity)

I, Summer Rellamas
(Name of resident agent)

hereby state that on 9/14/05 **I accepted the appointment as resident agent** (Date)

for the above named business entity. The street address of the resident agent in this state is as follows:

3980 Howard Hughes Pkwy — 550
Physical Street Address — Suite number

Las Vegas, **NEVADA** — 89109
City — Zip Code

Optional:

Additional Mailing Address — Suite number

City — State — Zip Code

Signature:

Authorized Signature of R.A. or On Behalf of R.A. Company — 9/14/05 Date

Nevada Secretary of State RA Acceptance 2003
Revised on 11/04/03

EQ00108

INITIAL LIST OF MANAGER OR MEMBERS AND RESIDENT AGENT OF

ELDORADO HILLS LLC

(Name of Limited-Liability Company)

FOR THE FILING PERIOD OF SEP, 2005 TO SEP, 2006. Due by Oct 31, 2005

FILE NUMBER

E0618692005-6

The corporation's duly appointed resident agent in the State of Nevada upon whom process can be served is:

SUMMER RELLAMAS

3980 HOWARD HUGHES PKWY #550

LAS VEGAS NV 89109

☐ CHECK BOX IF YOU REQUIRE A FORM TO UPDATE YOUR RESIDENT AGENT INFORMATION

Filed in the office of

Dean Heller

Dean Heller
Secretary of State
State of Nevada

Document Number
20050526073-30

Filing Date and Time
10/31/2005 6:32 AM

Entity Number
E0618692005-6

Important: Read instructions before completing and returning this form. THE ABOVE SPACE IS FOR OFFICE USE ONLY

1. Print or type names and addresses, either residence or business, for all managers or members. A Manager, or if none, a Managing Member of the company must sign the form. *FORM WILL BE RETURNED IF UNSIGNED*
2. If there are additional managers or members, attach a list of them to this form.
3. Return the completed form with the $125.00 filing fee. A $75.00 penalty must be added for failure to file this form by the last day of the first month following the incorporation/initial registration.
4. Make your check payable to the Secretary of State. Your cancelled check will constitute a certificate to transact business. To receive a certified copy, enclose an additional $30.00 and appropriate instructions.
5. Return the completed form to: Secretary of State, 202 North Carson Street, Carson City, NV 897014201, (775) 684-5708.
6. Form must be in the possession of the Secretary of State on or before the last day of the first month following the incorporation/initial registration date. (Postmark date is not accepted as receipt date.) Forms received after due date will be returned for additional fees and penalties.

FILING FEE $125.00 LATE PENALTY: $75.00

NAME: Carlos Huerta	(DOCUMENT WILL BE REJECTED IF TITLE NOT INDICATED) X MANAGER ☐ MEMBER			
ADDRESS: 3980 Howard Hughes Pkwy, #550	CITY: Las Vegas	ST: NV	ZIP: 89109	
NAME: Sigmund Rogich	(DOCUMENT WILL BE REJECTED IF TITLE NOT INDICATED) ☐ MANAGER X MEMBER			
ADDRESS: 3980 Howard Hughes Pkwy, #550	CITY: Las Vegas	ST: NV	ZIP: 89109	
NAME:	(DOCUMENT WILL BE REJECTED IF TITLE NOT INDICATED) ☐ MANAGER ☐ MEMBER			
ADDRESS:	CITY:	ST:	ZIP:	
NAME:	(DOCUMENT WILL BE REJECTED IF TITLE NOT INDICATED) ☐ MANAGER ☐ MEMBER			
ADDRESS:	CITY:	ST:	ZIP:	
NAME:	(DOCUMENT WILL BE REJECTED IF TITLE NOT INDICATED) ☐ MANAGER ☐ MEMBER			
ADDRESS:	CITY:	ST:	ZIP:	

I declare to the best of my knowledge under penalty of perjury, that the above mentioned entity has complied with the provisions of NRS 360.780 and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

X Signature of Manager or Managing Member

Carlos Huerta

Title: Manager Date: 10/7/05

Nevada Secretary of State Form Initial LIST-LLC 2003

Revised on 09/24/03

EQ00109

EXHIBIT 2

OPERATING AGREEMENT

FOR

Eldorado Hills, LLC
a Nevada limited liability company

OPERATING AGREEMENT

FOR

Eldorado Hills, LLC
a Nevada limited liability company

OPERATING AGREEMENT

This Operating Agreement ("Operating Agreement") of ELDORADO HILLS, LLC, a Nevada limited liability company (the "Company"), incorporated in May of 2006 ("Effective Date"), has been amended as of September 9th, 2006 by the Manager(s) executing this Operating Agreement on behalf of the Member(s) whose name(s) are set forth on Exhibit "A" attached hereto. This amended operating agreement will replace the prior agreement that had been executed in July of 2006 whereby The Rogich Family Irrevocable Trust and Go Global, Inc. were the only members within the Company, at that time.

1.0 RECITALS.

1.1 The Manager(s) have already filed the Articles of the Company with the Office of the State as of the Effective Date.

1.2 This Operating Agreement sets forth the understandings between and among the Members with respect to the business, operations, governance and affairs of the Company and the distribution of the profits and proceeds received from the ownership, operation and disposition of Company assets.

NOW, THEREFORE, the Manager(s) sets forth this Operating Agreement for the Company upon the terms and conditions of this Operating Agreement.

2.0 DEFINITIONS. For purposes of this Operating Agreement, the following terms shall have the following meanings.

2.1 "Additional Capital Contributions" shall mean additional Capital Contributions over the amount of the initial Capital Contributions in the amount that the Board reasonably determines is needed to meet the Company's needs.

2.2 "Affiliate" shall mean with respect to any Person: (a) any Person directly or indirectly controlling, controlled by, or under common control with such Person; (b) any Person owning or controlling fifty percent (50%) or more of the outstanding voting securities or beneficial interests of such Person; or (c) an officer, director, manager, partner, trustee, or member of the immediate family of an officer, director, manager, partner or trustee, of such Person. For purposes of this definition, the terms "controlling," "controlled by," or "under common control with" shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise.

2.3 "Articles" shall mean the Articles of Organization as properly adopted and amended from time to time by the Members and filed with the Office of the State.

2.4 "Assignee" shall mean a Person who is assigned all or a portion of a Member's Economic Interest but who is not admitted as a Member.

2.5 "Bankruptcy" or "Bankrupt" shall mean with respect to any Person, that a petition shall have been filed by such Person, as a debtor, and such Person shall have been adjudicated as a bankrupt under the provisions of the Bankruptcy laws of the United States of America, or that such Person shall have made an assignment for the benefit of its creditors generally, or a receiver/liquidator shall have been appointed for substantially all of the property and assets of such Person, or the filing by that Person of a petition for a reorganization, arrangement, compensation, readjustment, liquidation, dissolution, or similar relief under any statute, law or regulation, or the commencement of an involuntary proceeding that has not been dismissed for any consecutive period of sixty (60) days.

2.6 "Board" shall mean the Company's Board of Managers consisting of Go Global, Inc., and Sigmund Rogich which have created and will manage the Company and each is able, on behalf of the Company's Members, to obligate, sign for, represent, and have full banking and check-signing authority with banks and/or financial institutions and lenders (if necessary) and shall have authority to transfer any rights or property for or by the Company as well as to purchase, borrow, hypothecate any assets, and satisfy any debts, or obligations of the Company.

2.7 "Capital Account" shall mean, unless otherwise provided in this Operating Agreement, the capital account of each Member, which the Company establishes and maintains for each Member in accordance with the provisions of Section 4.3.

2.8 "Cash From Sales or Refinancing" shall mean (i) cash proceeds from a sale or other disposition or refinancing of Company Property remaining after retirement of indebtedness and payment of all expenses relating to any transaction (including net condemnation proceeds or insurance proceeds not used to rebuild or replace the affected Property) minus (ii) adjustments for Company obligations and reserves as determined in the sole discretion of the Board.

2.9 "Cash Receipts" shall mean, without limitation, all revenue received by the Company from whatever source but excluding the proceeds from loans or refinancing, proceeds from the Sale of the Company's assets, or the Capital Contributions to the Company.

2.10 "Class A Member" shall mean one of the original members to this agreement as set forth on Exhibit "A" who will hold all of the initial rights to profits and preferred returns as set forth in Exhibit "A", as opposed to a Party who may subsequently be admitted as a Member or Assignee by the Class A Members at some point in the future, but who will not be entitled to all of the same rights and preferred returns as the Class A Members.

2.11 "Closing" shall have the meaning set forth in Section 11.3.

2.12 "Code" shall mean the Internal Revenue Code of 1986, as amended.

2.13 "Company" shall mean ELDORADO HILLS, LLC, a Nevada limited liability company formed pursuant to the filing of the Articles and governed by this Operating Agreement.

2.14 "Company Minimum Gain" shall refer to the concept that the disposition of an item of Property encumbered by a Nonrecourse Liability the amount of which exceeds the adjusted tax basis of the Property (or book value of the Property if the Property is properly reflected on the books of the Company at a value that differs from its adjusted tax basis) will generate gain in an amount that is at least equal to such excess. The amount of Company Minimum Gain is determined by first computing for each Company Nonrecourse Liability any gain the Company would realize if it disposed of the Property subject to that liability for no consideration other than full satisfaction of the liability, and then aggregating the separately computed gains. The determination of the amount of Company Minimum Gain shall be made pursuant to Treas. Reg. Section 1.704-2(d). A Member's share of Company Minimum Gain at the end of any Company Taxable Year shall be determined pursuant to Treas. Reg. Section 1.704-2(g).

2.15 "Contribution" or "Capital Contribution" shall mean any contribution of cash, property or services to the Company, or the obligation to contribute cash, property or services to the Company, made by or on behalf of any Member or Assignee, but only to the extent identified as a Capital Contribution of such Member or Assignee.

2.16 "Disbursements" shall mean:
(a) Operating expenses of the Company, costs of repairs and maintenance, capital expenditures, rents, taxes, insurance premiums and all other expenses related to the operation of the Company or incurred in connection with the carrying of Company assets, including any fees payable to the Board or other Persons pursuant to this Agreement;

(b) The cost of acquisition of any real property, or personal property or any interest therein used by the Company;
(c) The payment of amounts of principal and interest due on Company loans; and
(d) Such reserves for future expenses and future capital expenditures as required under any secured loan involving the Company's Properties or such other reserves as determined by the Board in its sole discretion.

2.17 "Distribution" shall mean the transfer of money or Property by the Company to its Members without consideration.

2.18 "Economic Interest" shall mean a Person's right to share in the income, gains, losses, deductions, credit, or similar items of, and to receive Distributions from, the Company, but does not include any other rights of a Member including, without limitation, the right to vote or to participate in management, or, except as required by

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the Act, any right to information concerning the business and affairs of the Company.

2.19 "Effective Date" shall mean the 14th day of September 2005.

2.20 "Fiscal Year" shall mean the fiscal year of the Company and shall be the calendar year or such other fiscal year as the Board shall determine pursuant to the provisions of the Code.

2.21 "Former Member" shall have the meaning set forth in Section 11.1.

2.22 "Former Member's Interest" shall have the meaning set forth in Section 11.1.

2.23 "Liquidation Sale" shall mean the sale of all or substantially all of the Property of the Company not followed within a reasonable period of time by an investment of the proceeds therefrom in any new Property.

2.24 "Majority in Interest of Members" shall mean a Member or Members whose Membership Interests represent more than fifty percent (50%) of the Units holding Voting Rights unless otherwise specified in this Operating Agreement, the Act or the Code.

2.25 "Manager" or "Managers" shall mean the Person or Persons elected by the Members of the Company to manage the Company as a member of the Board in accordance with the terms of Section 5.3 of this Operating Agreement.

2.26 "Member" shall mean a Person who:
(a) Has been admitted to the Company as a Member in accordance with the Act or this Operating Agreement, or an Assignee of an Economic Interest in the Company who has become a Member pursuant to Section 11.5 of the Operating Agreement;
(b) Has not died, or become a Bankrupt or, if other than an individual, been dissolved; and
(c) Is set forth on Exhibit "A" attached hereto and incorporated herein, as such Exhibit "A" may be modified from time to time to reflect changes to the Members or their Membership Interest as provided herein.

2.27 "Member Matters" shall mean:
(a) The Liquidation Sale, transfer, mortgage, exchange, assignment or other disposition of all or substantially all of the Company's assets.
(b) The dissolution or liquidation of the Company, except as otherwise provided herein.
(c) The appointment or removal of any Manager.
(d) The Amendment of the Articles, subject to Section 13.0.
(e) Any merger or consolidation of the Company.

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(f) Any other matters for which approval of Members is required under this Operating Agreement, by the Articles or the Act.

2.28 "Member Nonrecourse Debt" shall mean any Company liability with respect to which and to the extent the liability is nonrecourse for purposes of Treas. Reg. Section 1.1001-2, and a Member (or related person) bears the economic risk of loss under Treas. Reg. Section 1.752-2.

2.29 "Member Nonrecourse Debt Minimum Gain" shall refer to the concept that the disposition of an item of Company Property encumbered by a Member Nonrecourse Debt the amount of which exceeds the adjusted tax basis of the Property (or book value of the Property if the Property is properly reflected on the books of the Company at a value that differs from its adjusted tax basis) will generate gain in an amount that is at least equal to such excess. The amount of Member Nonrecourse Debt Minimum Gain attributable to a particular Member Nonrecourse Liability is determined by computing for such Member Nonrecourse Debt any gain the Company would realize if it disposed of the Company Property subject to that Member Nonrecourse Debt for no consideration other than full satisfaction of the Member Nonrecourse Debt. The determination of the amount of Member Nonrecourse Debt Minimum Gain attributable to a Member Nonrecourse Debt shall be made pursuant to the principles contained in Treas. Reg. Section 1.704-2(i). A Member's share of Member Nonrecourse Debt Minimum Gain attributable to a Member Nonrecourse Debt at the end of any Company Taxable Year shall be determined pursuant to Treas. Reg. Section 1.704-2(i).

2.30 "Membership Interest" shall mean a Member's rights in the Company, collectively, including the Member's Economic Interest, any right to vote or participate in management as a Member, and any right to information as a Member concerning the business and affairs of the Company.

2.31 "Net Cash Flow From Operations" shall mean the excess of Cash Receipts over Disbursements.

2.32 "Net Income" or "Net Loss" shall mean the net income or net loss of the Company, as determined by the method of accounting permitted by the Code, and determined in accordance with Section 8.0.

2.33 "Net Investment" shall mean the excess of the aggregate Capital Contributions of a Member over the aggregate Distributions which constitute a Return of Capital to such Member.

2.34 "Nonrecourse Debt Minimum Gain Chargeback" shall have the meaning set forth in Section 8.3.

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2.35 "Nonrecourse Liability" shall mean any Company liability with respect to which, and to the extent that, no Member or related Person bears the economic risk of loss for that liability under Treas. Reg. Section 1.752-2.

2.36 "Notice" shall have the meaning set forth in Section 18.7.

2.37 "Office" shall mean the Secretary of the State.

2.38 "Officer" shall mean any person elected or appointed pursuant to Section 5.8 of this Operating Agreement.

2.39 "Offsettable Decrease" shall mean any allocation that unexpectedly causes or increases a deficit in the Member's Capital Account as of the end of the Taxable Year to which the allocation relates attributable to depletion allowances under Section 1.704(b)(2)(iv)(k) of the Treasury Regulations, allocations of loss and deductions under Section 704(e)(2) or Section 706 of the Code or under Section 1.751-1 of the Treasury Regulations, or Distributions that, as of the end of the Taxable Year, are reasonably expected to be made to the extent they exceed the offsetting increases to such Member's Capital Account that reasonably are expected to occur during or prior to the Taxable Years in which such Distributions are expected to be made (other than increases pursuant to a Nonrecourse Debt Minimum Gain Chargeback).

2.40 "Operating Agreement" shall mean this Operating Agreement, as amended from time to time.

2.41 "Option Notice" shall have the meaning set forth in Section 11.7(a).

2.42 "Percentage" or "Percentage Interest" shall mean the percentage interest or share of a Member in Net Income or Net Loss of the Company as set forth on Exhibit "A" attached hereto and as amended from time to time.

2.43 "Person" shall mean an individual, a partnership, a corporation, a limited liability company, a limited liability partnership, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, or a governmental entity (or any department, agency, or political subdivision thereof).

2.44 "Property" or "Company Property" shall mean any asset (whether real or personal, tangible or intangible) acquired, directly or indirectly, in whole or in part, by the Company.

2.45 "Proxy" shall mean a written authorization signed or an electronic transmission authorized by a Member or the Member's attorney-in-fact giving another Person the power to exercise the Voting Rights of that Member. "Signed," for the purpose of this Section, means the placing of the Member's name on the Proxy (whether by manual signature, typewriting, telegraphic or electronic transmission, or otherwise) by the

Member or Member's attorney-in-fact. A Proxy may be transmitted by an oral telephonic transmission if it is submitted with information from which it may be determined that the Proxy was authorized by the Member, or by the Member's attorney-in-fact.

2.46 "Remaining Member" shall mean any Member that is not a Former Member.

2.47 "Return of Capital" shall mean any Distribution to a Member to the extent that the Member's Capital Account, immediately after the Distribution, is less than the amount of that Member's cumulative Contributions to the Company as reduced by prior Distributions.

2.48 "Service" shall mean the United States Internal Revenue Service.

2.49 "State" shall mean the State of Nevada.

2.50 "Taxable Year" shall mean the taxable year of the Company as determined pursuant to Section 706 of the Code.

2.51 "Tax Matters Partner" shall mean Go Global, Inc., until another Member is elected as such in accordance with Section 5.0.

2.52 "Treas. Reg." or "Treasury Regulation" shall mean regulations issued by the United States Treasury Department under the Code.

2.53 "Unit" shall mean a share of Membership Interest in the Company. The Company may issue one or more certificates to each Member reflecting the Units held by that Member. Additional Units and partial Units may be issued and sold by the Company at the discretion of the Board subject to the provisions of this Operating Agreement. The Company's records shall reflect the number of Units of Membership Interest held by each Member.

2.54 "Vote" shall mean a vote by the Members holding Units that have Voting Rights pursuant to the provisions of this Operating Agreement and shall include authorization by Written consent.

2.55 "Voting Power" or "Voting Rights" shall mean power to vote on any matter at the time any determination of voting power is made and does not include the right to vote upon the happening of some condition or event which has not yet occurred. Each Unit shall have one (1) Vote or as otherwise designated in this Operating Agreement, or as required by the Articles or the Act.

2.56 "Written" or "In Writing" shall include facsimile, electronic, and telegraphic communication.

3.0 FORMATION.
3.1 Name. The name of the Company shall be ELDORADO HILLS, LLC. The Company may conduct its business under such other fictitious business names as decided pursuant to Section 5.0.

3.2 Purpose. The purpose of the Company is to engage in any lawful purpose for which a limited liability company may be organized under the Act and it will acquire property in Clark County, Nevada for a price equal to Thirty Million Dollars U.S. via Sig Rogich at Rogich Communications.

3.3 Taxed as Partnership. It is the intent of the Members that the Company be taxed for federal income tax purposes as a partnership. This Operating Agreement shall be interpreted in a manner consistent with this intention.

3.4 Term of the Company. The term of the Company commenced upon the filing of the Articles of Organization with the Office of the State in accordance with the Act and shall continue until the Company is dissolved, terminated or liquidated in accordance with Section 12.1.

3.5 Principal Place of Business and Statutory Agent. The principal place of business of the Company shall be located at 3980 Howard Hughes Pkwy, Suite 550, Las Vegas, NV 89109 or such other place or places as determined pursuant to Section 5.0. The initial agent for service of process on the Company shall be Summer Rellamas, until such time as another agent is selected pursuant to Section 5.0.

4.0 CAPITAL AND CONTRIBUTIONS.
4.1 Member Capital Contributions. The Members shall make initial Capital Contributions into the Company and own a certain percentage within the Company based on their equity investment into the company divided by Thirty Million Dollars and 00/100 U.S.

4.2 Additional Contributions. If the Managers of the Company call for additional Capital Contributions from the Members, the Members will not be obligated to add any additional capital (to the Company), but if they do not add the required capital within thirty days from the Manager's call, then the Members will be diluted pro rata to the total equity raised by The Company as it relates to the non-capital-adding member's prior ownership interest. Each Member shall be entitled to contribute such additional Capital Contribution in proportion to such Member's Percentage Interest; however (and again), no Member shall be obligated to make any such additional Capital Contribution. All Members desiring to contribute such additional Capital Contribution shall notify the Manager(s) at least ten (10) business days prior to the date on which such additional Capital Contribution is due, setting forth the amount of additional Capital Contribution such Member desires to make. If less than all Members desire to make additional Capital Contributions, or if Members desire to make additional Capital Contributions, which are less than the full amount

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requested, it is up to the Managers on who will be given the right to add capital and gain interest within the Company, which may include third party investors that had not previously invested into The Company already. If the Members desire to contribute less than the full amount of the additional Capital Contribution requested, the Manager(s) shall be authorized to sell Units in the Company to third parties or other existing Members, on terms that may or may not be any more or less favorable to such third parties as those set forth in the notice provided to Members hereunder, and to admit such third parties as Members. If additional Capital Contributions are made hereunder to the Company, Exhibit "A" shall be amended accordingly. Managers will have full decision-making authority as to when capital will be required by the Company and therefore a Majority in Interest of Members will not be required to approve any and all capital contribution(s). Members declining to contribute may, at the discretion of the Manager, be (1) diluted by the contributions of participating members or (2) be required to sell their Membership Units to the Company and/or participating Members at cost basis or Fair Market Value, whichever is less.

4.3 Capital Accounts.
(a) Separate Accounts. The Company shall establish and maintain a separate Capital Account for each Member and Assignee. The Capital Account of each Member and Assignee shall be increased by: (i) the amount of money contributed by the Member to the Company; (ii) the fair market value of Property contributed by the Member to the Company (net of liabilities secured by such contributed Property that the Company is considered to assume or take subject to under Code Section 752); and (iii) the Member's allocable share of Net Income and of any separately allocated item of income or gain of the Company except for adjustments required by the Code (including any gain and income from unrealized income allocated to the Member to reflect the difference between the book value and tax value of assets contributed by the Member). Each Member or Assignee's Capital Account shall be decreased by: (i) the amount of Distributions to such Member; (ii) the fair market value of Property distributed to him by the Company (net of liabilities secured by such distributed Property that such Member is considered to assume or take subject to pursuant to Code Section 752); and (iii) the Member's allocable share of Net Loss and of any separately allocated items of loss or deduction specially allocated to the Member (including any loss or deduction allocated to the Member to reflect the difference between the book value and tax basis of assets contributed by the Member).

(b) Compliance with Treasury Regulations. The foregoing provisions are intended to comply with Treas. Reg. Section 1.704-1(b) or any successor regulatory or statutory provision. The Board in its sole discretion may alter the method in which Capital Accounts are maintained in order to comply with Code Section 704(b). However, any change in the manner of maintaining Capital Accounts shall not materially alter the Member's Economic Interests.

4.4 Interest. Except as otherwise provided herein, no interest shall be paid on Capital Contributions.

4.5 Resignation and Withdrawals. No Member shall be entitled to resign, withdraw or demand the return of any part of such Member's Capital Contribution or to receive any Distributions from the Company except as provided in this Operating Agreement and approved by any of the acting Manager(s) for the Company.

4.6 Transfer of a Capital Account. In the event of a permitted transfer of a Membership Interest, the transferor's Capital Account shall become the transferee's Capital Account to the extent it relates to the transferred Membership Interest. Allocations to the Capital Account of an Assignee shall be made in the same way allocations are made to the Capital Account of a Member pursuant to this Section 4.0.

5.0 MANAGEMENT RIGHTS, POWERS AND LIMITATIONS OF MANAGERS AND MEMBERS

5.1 Exclusive Management by Board of Managers. The business, Property and affairs of the Company shall be managed exclusively by the Manager(s) as provided under this Operating Agreement, subject to events or transactions in which the approval of the Members is expressly required by the Act or pursuant to this Operating Agreement. One or both of the Manager's signatures may bind the Company at any time and both of the Manager's signatures will not be required to sell, convey, alienate, or transfer the Company's assets, nor will approval from any of the Members within the Company.

5.2 Agency Authority. Any authorized designee of the Board is authorized to endorse checks, drafts, and other evidences of indebtedness made payable to the order of the Company. The Board hereby appoints Go Global, Inc. and Sigmund Rogich, as the authorized designees who shall have signatory authority to sign all checks, drafts, and other instruments obligating the Company.

5.3 Designation of Board of Managers.

(a) Number, Term, and Qualification. The Company shall initially have two (2) Managers serving and making up the Board: Go Global, Inc. (a Nevada corporation) which is controlled by Carlos Antonio Huerta ("Huerta"), a married man with an address of 3980 Howard Hughes Parkway, Suite 550, Las Vegas, NV 89109 and Sigmund Rogich ("Rogich") with an address of 3980 Howard Hughes Parkway, Suite 550, Las Vegas, NV 89109. Either the signature of Huerta or Rogich will bind the Company, and, only one of these signatures will be required from the Company for contracts, pledging, financing, transferring assets or any other major transactions. Subject to the provisions of the Articles or the Act, the number of Managers of the Company shall be fixed from time to time by the written consent of the Members, provided that in no instance shall there be less than one (1) Manager. A Manager

shall hold office until he or she resigns or is removed as a Manager by a Majority in Interest of Members. A Manager shall be a Member if required by the Act, but need not be an individual, a resident of the State, or a citizen of the United States.

(b) Chairman of the Board. At such time as the Company shall have more than one (1) Manager, the Chairman of the Board shall preside over the Board. The resignation and removal provisions for Managers set forth in this Section shall also be applicable to the Chairman of the Board. Carlos Huerta is hereby nominated as the initial Chairman of the Board.

(c) Resignation. Any Manager may resign at any time by giving Written notice to the Company without prejudice to the rights, if any, of the Company under any contract to which the Manager is a party. The resignation of any Manager shall take effect upon receipt of that notice or at such later time as shall be specified in the notice; and, unless otherwise specified in the notice, the acceptance of the resignation shall not be necessary to make it effective.

(d) Removal. All or any lesser number of Managers may be removed at any time with or without cause, by the affirmative Vote of a Majority in Interest of Members at a meeting called expressly for that purpose, or by the Written consent of a Majority in Interest of Members.

(e) Vacancies. A vacancy occurring in the number of Managers shall be filled by the affirmative Vote or written consent of a Majority in Interest of Members.

5.4 Performance of Duties. In performing its duties, the Board shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, of the following persons or groups unless it has knowledge concerning the matter in question that would cause such reliance to be unwarranted and provided that the Board act in good faith and after reasonable inquiry when the need therefor is indicated by the circumstances:

(a) one or more Managers, of the Company, when the Board reasonably believes to be reliable and competent in the matters presented.

(b) any attorney, independent accountant, or other person as to matters which the Board reasonably believes to be within such person's professional or expert competence.

5.5 Devotion of Time. The Managers are not obligated to devote all of their time or business efforts to the affairs of the Company. Managers shall devote whatever time, effort, and skill as they deem appropriate for the operation of the Company.

5.6 Competing Activities. Except as may be provided otherwise by written contract, any Manager or an Affiliate of a Manager may engage or possess an interest in other

business ventures of every nature and description, independently or with others, including, but not limited to, those that might be the same as or similar to the Company's business, whether the same are directly or indirectly competitive with the Company or otherwise without having or incurring any obligation to offer any interest in such other activities to the Company or any other Manager. Neither the Company nor any other Manager shall have any right to any independent ventures of any such Manager or to the income or profits derived therefrom. The Manager shall not be obligated to present any investment opportunity or prospective economic advantage to the Company, even if the opportunity is of the character that, if presented to the Company, could be taken by the Company. The Manager shall have the right to hold any investment opportunity or prospective economic advantage for its own account or to recommend such opportunity to persons other than the Company. The fact that a member of such Manager's family, or an Affiliate of such Manager is employed by, owns, or is otherwise directly or indirectly interested in or connected with, any Person employed or retained by the Company to render or perform management, contracting development, financing, brokerage or other services, or from or through whom the Company may buy merchandise or other property, borrow money, arrange financing, or place securities, or to or from whom the Company may lease property, shall not prohibit the Company from entering into a management or development agreement, executing a lease with or employing that person, firm or corporation or otherwise dealing with him or it. Neither the Company nor any other Manager has any rights in or to any income or profits derived therefrom; provided, however, any dealings between the Company and a Manager or any Affiliate of such Manager shall be conducted by the Manager upon the terms and in a manner that shall be fair and reasonable to the interests of the Company and the Members. A Manager may lend money to and transact other business with the Company. The rights and obligations of a Manager who lends money to or transacts business with the Company are the same as those of a person who is not a Manager, subject to applicable law. The Managers acknowledge that the Managers and their Affiliates now or in the future may own and/or manage other businesses.

5.7 Payments to Managers.

(a) Remuneration. Managers will be reimbursed for out-of-pocket expenses spent on behalf of the Company and Managers will have a right to charge a ten percent fee from the gross sales price of the property that will consist of the Company's primary asset and identified as Assessor's Parcel Number: 189-11-002-001 (plus/minus 161 acres close to the US 95/93 junction on the way out to Laughlin, NV when traveling from Las Vegas, NV).

(b) Commissions to be paid to Manager. The Manager(s) are to be paid a commission for his/their work on any investment or transaction equal to ten percent of gross sales or lease price and/or income.

(c) Expenses. The Company shall reimburse all Managers and their Affiliates for the actual cost of goods and materials used for or by the Company. The Company shall

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also pay or reimburse the Manager(s) or its Affiliates for organizational expense (including, without limitation, legal and accounting fees and costs) incurred to form the Company in preparing the Articles and this Operating Agreement. Nothing in this Section prohibits a Manager from dealing with the Company as an officer, independent contractor or as an agent for others and receiving profits, compensation, commissions or other income incident to such dealings.

5.8 Indemnification of Manager(s).
(a) The Company will indemnify and hold The Manager(s) harmless of any accusation of wrong doing and will not allow for The Manager(s) to be sued for fraud and will protect The Manager(s) from any lawsuit filed against such Manager(s).

5.9 Management. The Manager(s) shall have general supervisory authority over the management of the Company, the power to direct and control the actions of the members (who will, along with the Manager(s), will make up The Board for The Company), and the right to approve or disapprove the following decisions (the Manager will have the approval and the authority to approve the following):

(a) Approval to represent The Company and sign on behalf of The Company in any contractual agreement, financial transaction, and/or sale of The Company's assets or signature on Company checks and/or other financial instruments.

(b) Any amendment to the name, purpose, principal place of business or the statutory agent of the Company.

(c) The Liquidation Sale, transfer, mortgage, exchange, assignment or other disposition of all or substantially all of the Company's assets.

(d) The dissolution or liquidation of the Company, except as otherwise provided herein.

(e) Entering into or amending any real property leases.

(f) A request for additional Capital Contributions from the Members pursuant to the provisions of Section 4.0.

(g) Any amendment to this Operating Agreement.

(h) The admission of additional Members or transfer of a Member's Membership Interest pursuant to Section 11.5.

(i) Borrowing money and/or mortgaging or otherwise encumbering all or any part of the Property of the Company as security.

(j) Any merger or consolidation of the Company.

(k) Any act which would make it impossible to carry on the business of the Company in its ordinary course.

(l) The approval or material modification of any contracts, transactions or agreement between the Company and any third party no matter the size or the amount of money required.

(m) The approval or material modification of any contracts, transactions or agreements between the Company and any Manager, Member or any of their Affiliates.

(n) The institution, prosecution, defense, settlement, compromise or dismissal of any lawsuits or other judicial or administrative proceedings, or the retention of counsel or others in connection therewith.

(o) The filing of an application for Bankruptcy protection for and on behalf of the Company.

(p) Any other matter for which Board approval is necessary pursuant to this Operating Agreement or the Act.

5.10 Members' Powers. Member Matters shall require the consent of the Manager, except where the Act or this Operating Agreement require otherwise. In such case, the requirements of this Operating Agreement shall first be met and, if the requirements of the Act are inconsistent therewith or there are no other requirements under this Operating Agreement, the requirements of the Act shall supersede any inconsistent provision of this Operating Agreement.

5.11 Board Meetings. Unless otherwise provided in this Operating Agreement, meetings shall be held as deemed necessary by the Managers. Meetings shall be held at such time and place as agreed upon by the Managers. Meetings may be called upon delivery of a written request therefor to the Managers, signed by any Manager. Notice of the time and place of a meeting and of the proposed agenda (if available and prepared) shall be given by the Chairman of the Board no more than sixty (60) days and no less than two (2) days prior to the meeting. Notice of a meeting, if otherwise required, need not be given to any Manager who (a) either before or after the meeting signs a waiver of notice or a consent to hold the meeting without being given notice, (b) signs an approval of the minutes of the meeting, or (c) attends the meeting without protesting the lack of notice before or at the beginning of the meeting. Waivers or notice or consents need not specify the purpose of the meeting. A majority of the Managers shall constitute a quorum for the transaction of business.

5.12 Action Without Meeting by Written Consent. The Managers may also take any action by describing the action, in lieu of a meeting, and signed by one or more of the acting Managers for the Company.

5.13 Limited Liability and Indemnity. No Person who is a Manager of the Company shall be personally liable under any judgment of a court, or in any other manner, for any debt, obligation, or liability of the Company, whether that liability or obligation arises in contract, tort, or otherwise, solely by reason of being a Manager of the Company. The Company shall indemnify and hold harmless each Manager and his respective officers, employees, representatives and agents from and against any loss, expense, damage or injury suffered or sustained by any of them by reason of or in furtherance of the interest of the Company, including but not limited to any judgment, award, settlement, reasonable attorneys' fees and other costs or expenses incurred in connection with the threatened action, proceeding or claim, provided that the acts, omissions, or alleged acts or omissions upon which such action or threatened action, proceedings or claims are based were in good faith and were not performed or omitted fraudulently or in bad faith or as a result of wanton and willful misconduct or gross negligence by such party.

6.0 STATUS OF MEMBERS.

6.1 Members' Powers. Member Matters shall require the consent of the Managers, except where the Act or this Operating Agreement require otherwise. In such case, the requirements of this Operating Agreement shall first be met and, if the requirements of the Act are inconsistent therewith or there are no other requirements under this Operating Agreement, the requirements of the Act shall supersede any inconsistent provision of this Operating Agreement.

6.2 Specific Powers. The Members only possess those powers and rights specifically granted to them under the Articles, the Act or this Operating Agreement but will allow for the Manager(s) to run the course of the business, make important and major decisions, execute all necessary documents. The Managers will have the authority to make the decisions for The Company at all times.

6.3 Limited Liability and Indemnity. No Person who is a Manager of the Company shall be personally liable under any judgment of a court, or in any other manner, for any debt, obligation, or liability of the Company, whether that liability or obligation arises in contract, tort, or otherwise, solely by reason of being a Member of the Company. Except as otherwise expressly provided for in this Operating Agreement, no Manager shall be liable in damages or otherwise to the Company or any other Manager or Member for any action taken or failure to act on behalf of the Company. The Company shall indemnify and hold harmless each Manager, and his respective officers, employees, representatives and agents from and against any loss, expense, damage or injury suffered or sustained by any of them by reason of or in furtherance of the interest of the Company, including but not limited to any judgment, award, settlement, reasonable attorneys' fees and other costs or expenses incurred in

connection with the threatened action, proceeding or claim, provided that the acts, omissions, or alleged acts or omissions upon which such action or threatened action, proceedings or claims are based were in good faith and were not performed or omitted fraudulently or in bad faith or as a result of wanton and willful misconduct or gross negligence by such party.

6.4 Fees and Compensation of Members. Other than a reimbursement for out-of-pocket costs and expenses incurred in connection with the Company, the Members, as such, shall not be entitled to any compensation, salary or fees. Nothing in this Section prohibits a Member from dealing with the Company as a Manager or Officer or as an independent contractor or as an agent for others and receiving profits, compensation, commissions or other income incident to such dealings.

6.5 Competing Activities. Except as may be provided otherwise by written contract, any Member or an Affiliate of a Member may engage or possess an interest in other business ventures of every nature and description, independently or with others, including, but not limited to, those that might be the same as or similar to the Company's business, whether the same are directly or indirectly competitive with the Company or otherwise without having or incurring any obligation to offer any interest in such other activities to the Company or any other Member. Neither the Company nor any Member shall have any right to any independent ventures of any other Member or to the income or profits derived therefrom. The Members shall not be obligated to present any investment opportunity or prospective economic advantage to the Company, even if the opportunity is of the character that, if presented to the Company, could be taken by the Company. The Members shall have the right to hold any investment opportunity or prospective economic advantage for their own account or to recommend such opportunity to persons other than the Company. The fact that a member of such Member's family, or an Affiliate of such Member is employed by, owns, or is otherwise directly or indirectly interested in or connected with, any Person employed or retained by the Company to render or perform management, contracting development, financing, brokerage or other services, or from or through whom the Company may buy merchandise or other property, borrow money, arrange financing, or place securities, or to or from whom the Company may lease property, shall not prohibit the Company from entering into a management or development agreement, executing a lease with or employing that person, firm or corporation or otherwise dealing with him or it. Neither the Company nor any Member has any rights in or to any income or profits derived therefrom; provided, however, any dealings between the Company and a Member or any Affiliate of such Member shall be conducted by the Company upon the terms and in a manner that shall be fair and reasonable to the interests of the Company and the Members. A Member may lend money to and transact other business with the Company. The rights and obligations of a Member who lends money to or transacts business with the Company are the same as those of a person who is not a Member, subject to applicable law.

6.6 Transactions Between the Company and the Members.
(a) Notwithstanding that it may constitute a conflict of interest, any Member may, and may cause his respective Affiliates to, engage in any transaction (including, without limitation, the purchase, sale, lease, or exchange of any property or the rendering of any services, or the establishment of any salary, other compensation, or other terms of employment) with the Company so long as (i) such transaction is not expressly prohibited by this Operating Agreement, (ii) the terms and conditions of such transaction, on any overall basis, are fair and reasonable to the Company and are at least as favorable to the Company as those that are generally available from persons capable of similarly performing them and in similar transactions between parties operating at arm's length, and (iii) approval of the Board is obtained, if necessary, pursuant to Section 5.9.
(b) A transaction between a Member and/or Affiliates, on the one hand, and the Company, on the other hand, shall be conclusively determined to constitute a transaction on terms and conditions, on an overall basis, fair and reasonable to the Company and at least as favorable to the Company as those generally available in a similar transaction between parties operating at arm's length if the Board (or, if less than a majority of the Managers are disinterested, a quorum of such disinterested Managers) or a Majority in Interest of the Members having no interest in such transaction (other than their interests as Members) affirmatively vote or consent in writing to approve the transaction. Notwithstanding the foregoing, a Member shall not have any obligation, in connection with any such transaction between the Company and the Member or an Affiliate of the Member, to seek the consent of the Members.

7.0 MEETING OF MEMBERS; VOTING.
7.1 No Required Meetings. The Members are not required to hold annual meetings, and decisions may be reached through Written consent signed by a Majority in Interest of Members, except as otherwise required in this Operating Agreement, the Articles or the Act.

7.2 Optional Meetings. In the event that Members wish to hold a formal meeting for any reason, the following procedure shall apply:

(a) Any one or more Members holding at least fiftyty percent (50%) of Units having Voting Rights may call a meeting of the Members by giving notice of the time and place of the meeting at least forty-eight (48) hours prior to the time of the holding of the meeting. The notice need not specify the purpose of the meeting.

(b) A Majority in Interest of Members shall not necessarily constitute a quorum for the transaction of business at any meeting of the Members unless at least one of the Manager(s) approves this quorum.

(c) The transaction(s) of the Members at any meeting, however called or noticed, or wherever held, shall be as valid as though transacted at a meeting duly held after

call and notice if a quorum is present and if, either before or after the meeting, each Member entitled to vote who was not present signs a Written waiver of notice, a consent to the holding of the meeting, or an approval of the minutes of the meeting as long as one of the Manager(s) approves the transaction(s).

(d) Any action required or permitted to be taken by the Members under this Operating Agreement may be taken without a meeting if a Majority in Interest of Members (or, if some greater percentage is required by the Act, the Articles or this Operating Agreement, Members holding Units representing such greater percentage) individually or collectively consent In Writing to such action, and Written notice of such action is thereafter promptly provided to all Members who did not consent in writing thereto.

(e) Except as otherwise required by the Act, the Articles or this Operating Agreement, a Member shall be entitled to cast Votes as described in Section 2.55 (i) at a meeting, in person or by Proxy which must be received by the designated Member prior to such meeting, or (ii) without a meeting by a signed writing directing the manner in which he desires that his Vote be cast, which writing must be received by any authorized Member prior to the date upon which the Votes of the Members entitled to vote are to be counted. Only the Votes of Members of record on the notice date, whether at a meeting or otherwise, shall be counted, but the Manager(s) acting together or solely shall ultimately rule all decisions for The Company.

(f) Members may participate in the meeting through the use of a conference telephone or similar communications equipment, provided that all Members participating in the meeting can hear one another.

(g) The Members shall keep or cause to be kept with the books and records of the Company full and accurate minutes of all meetings, notices and waivers of notices of meetings, and all Written consents in lieu of meetings.

8.0 ALLOCATION OF NET INCOME AND NET LOSS.
8.1 Allocation of Net Income and Loss.

(a) Allocation of Net Income. Subject to Sections 8.2, 8.3, and 8.4, the Net Income of the Company shall be allocated among the Members for tax purposes and for book purposes according to their Percentage Interests.

(b) Allocation of Net Loss. Subject to Sections 8.2, 8.3, and 8.4, the Net Loss of the Company shall be allocated among the Members for tax purposes and for book purposes according to their Percentage Interests.

8.2 Allocation Among Members. In the event of a transfer of a Unit, the allocable share of the Net Income or Net Loss (in respect to the Unit or Units so transferred) as computed for federal income tax purposes may be allocated between the transferor

and the transferee in accordance with the ratio that the number of days in the Company's Taxable Year before and after such transfer respectively bears to the total number of days in the Company's Taxable Year. In the alternative, if determined by the Board, certain amounts of such Company Net Income and Net Loss may be allocated between the transferor and the transferee on a monthly or other basis. Notwithstanding the foregoing, all allocations between a transferee and transferor shall be determined using a method permissible under Section 706(d) of the Code and the Treasury Regulations promulgated thereunder.

8.3 Nonrecourse Debt Minimum Gain Chargeback. If during a Taxable Year there is a net decrease in Member Nonrecourse Debt Minimum Gain, any Member with a share of that Member Nonrecourse Debt Minimum Gain (as determined under Treas. Reg. Section 1.704-2(i)(5)) as of the beginning of that Taxable Year must be allocated items of income and gain for that Taxable Year (and, if necessary, for succeeding Taxable Years) equal to that Member's share of the net decrease in the Company Minimum Gain ("Nonrecourse Debt Minimum Gain Chargeback"). A Member's share of the net decrease in Member Nonrecourse Debt Minimum Gain is determined in a manner consistent with the provisions of this Section. A Member is not subject to this Member Minimum Gain Chargeback, to the extent the net decrease in Member Minimum Gain arises because the liability ceases to be Member Nonrecourse Liability due to a conversion, refinancing or other change in the debt instrument that causes it to become partially or wholly a Company Nonrecourse Liability. The amount that would otherwise be subject to the Member Nonrecourse Debt Minimum Gain Chargeback is added to the Member's share of Company Minimum Gain. In addition, rules consistent with those applicable to Company Minimum Gain shall be applied to determine the shares of Member Nonrecourse Debt Minimum Gain and Member Nonrecourse Debt Minimum Gain Chargeback to the extent provided under Treasury Regulations issued pursuant to Section 704(b) of the Code.

8.4 Qualified Income Offset. In the event any Member, in such capacity, unexpectedly receives an Offsettable Decrease, such Member will be allocated items of income and gain (consisting of a pro rata portion of each item of partnership income and gain for such year) in an amount and manner sufficient to offset such Offsettable Decrease as quickly as possible.

8.5 Compliance with Treasury Regulations. The allocations of income, loss, gain, and deduction set forth in this Operating Agreement are intended to comply with Treas. Reg. Section 1.704-1(b) and Treas. Reg. Section 1.704-2 and are intended to have substantial economic effect within the meaning of those Treasury Regulations. If, for whatever reason, the Board determines that the allocation provisions of this Operating Agreement are unlikely to be respected for federal income tax purposes, the Board is granted the authority to amend the allocation provisions of this Operating Agreement to the minimum extent necessary to effect the plan of allocations and distributions provided in this Operating Agreement.

8.6 Allocation to Assignees. The provisions of this Section 8.0 relating to the allocations of Net Income and Net Loss (as well as any element thereof) to the Company's Members shall also apply to Assignees, but this shall not be construed to give an Assignee any right other than an Economic Interest.

9.0 DISTRIBUTIONS.

9.1 Time and Frequency of Distributions. To the extent the Company's cash on hand exceeds its current and anticipated needs, including, without limitation, needs for operating expenses, debt service, acquisitions, and reserves, the Managers may cause the Company to make Distributions relating to Net Cash Flow from Operations or from Cash from Sales or Refinancing shall be distributed in the following Order.

(a) All Distributions of Net Cash Flow from Operations may occur from time to time in the Manager's sole discretion, unless a specific action is taken to otherwise change any distribution action. Net Cash Flow from Operations shall be distributed to the Members according to their Percentage Interests, but will first go towards paying down any outstanding debt for The Company, expenses owed and/or incurred, toward prior equity/capital contributed by Member(s), and then profit(s) owed to be distributed first to Antonio Nevada, LLC (a Nevada limited liability company) and/or its Assignee first and then pro rata to the remaining Member(s).

(b) All Cash from Sales or Refinancing (other than in connection with a Liquidation Sale) shall be made when deemed appropriate by the Manager(s) in the Manager(s)'s sole discretion.

(c) All Distributions shall be made to the Members of record as of the date of approval of the Distribution unless the Board shall establish an alternate record date on such date of approval.

9.2 Non-Cash Proceeds. If the proceeds from a sale or other disposition of a Company asset consists of Property other than cash, the value of such Property shall be as determined by the Managers. Such non-cash proceeds shall then be allocated among all Members in the manner and order as set forth in Section 8.1.

9.3 Liquidating Sale of All Company Property. Upon a Liquidation Sale, the Company shall be dissolved and liquidated in accordance with Section 12.1 of this Operating Agreement and the net assets of the Company distributed in accordance with Section 12.2 of this Operating Agreement.

9.4 Code Section 514(c)(9)(C) Member. Notwithstanding any other provision of this Operating Agreement to the contrary, whenever there is a Member in the Company that is a qualified organization within the meaning of Code Section 514(c)(9)(C), any allocation to said qualified organization member shall be made in accordance with the provisions of Code Section 514(c)(9)(E) and any Treasury Regulations

promulgated thereunder. The President shall use his best discretion to comply with the provisions of Code Section 514(c)(9)(C) while honoring the economic relationship between the Members.

10.0 TAXES.
10.1 Elections. Any tax elections for the Company allowed under the Code or the tax laws of any state or other jurisdiction having tax jurisdiction over the Company shall be made by the Chairman of the Board.

10.2 Tax Matters Partner. The designated Tax Matters Partner within the meaning of Section 6231(a)(7) of the Code is as set forth in Section 2.51. Any Manager designated as the Tax Matters Partner shall take such action as may be necessary to cause the Member to become a notice partner within the meaning of Section 6223 of the Code. Any Manager who is designated Tax Matters Partner may take any action contemplated by Section 6221 through Section 6232 of the Code without the consent of the Majority in Interest of Members. Sig Rogich will assume the role of Tax Matters Partner until his resignation or removal by a majority of vote of the Managers.

10.3 Taxes of Taxing Jurisdictions. To the extent that the laws of any taxing jurisdiction requires each Member requested to do so by the Tax Matters Partner, each Member shall execute an agreement indicating that the Member will make timely payments of income taxes attributable to the Member's income, interest, and penalties assessed on such income. If the Member fails to provide such agreement, the Company may withhold and pay over to such taxing jurisdiction the amount of tax, penalty, and interest determined under the laws of the taxing jurisdiction with respect to such income. Any such payments with respect to the income of a Member shall be treated as a Distribution for purposes of Section 9.0. The Tax Matters Partner may, where permitted by rules of any taxing jurisdiction, file a composite, combined, or aggregate tax return reflecting the income of the Company and pay the tax, interest, and penalties of some or all of the Members on such income to the taxing jurisdiction, in which case the Company shall inform the Members of the amount of such tax and penalties so paid.

11.0 OPTION TO PURCHASE MEMBERS' INTEREST AND RIGHT OF FIRST REFUSAL.
11.1 Events Triggering Option On the death, insanity, expulsion, bankruptcy, or dissolution of a Member or occurrence of any other event which terminates the existence of a Member ("Former Member"), the Company shall continue its business. Unless the Managers unanimously vote in favor of the dissolution and liquidation of the Company, the Remaining Members, as provided herein, shall have the option to purchase all or any portion of the Former Member's Membership Interest if those interests go unassigned to a beneficiary or successor, based on the terms and conditions set forth in this Section (Sec. 11). The Former Member or such Former

Member's legal representative shall sell the Former Member's Membership Interest ("Former Member's Interest").

11.2 Purchase Price. The purchase price for the Former Member's Interest shall be the fair market value of such Membership Interest determined either by agreement between the parties, or as determined by The Managers, or be paid 100% of that Member's initial investment. The Managers, for The Company, will decide which of the above will take place and any purchased shares must take place prior to the sale of the property to a third party. The Company, with approval of the Managers, will have the right to buy back Member's shares, if the Member or Member's authorized representative, trustee, or executor wish to sell Member's shares. Payment of such purchase price by the Company or each purchasing Remaining Member, as applicable, shall be evidenced by cash or terms, accompanied by a separate promissory note and shall be secured by a pledge of that portion of the Former Member's Interest purchased by the Company or such Remaining Member.

11.3 Notice of Intent to Purchase. Members interested in selling will notify Managers of their intent and Managers will then facilitate such sale as expeditiously as possible.

11.4 Purchase Terms Varied by Agreement. Nothing contained herein is intended to prohibit Members from agreeing upon other terms and conditions for the purchase by the Company or any Member, or a third party buyer, of the Membership Interest of any Member in the Company as provided herein.

11.5 Transfer and Assignment of Membership Interests. Except as provided in this Section 11.5 or elsewhere in this Operating Agreement, no Member shall be entitled to transfer, assign convey, sell, encumber or in any way alienate all or any part of such Member's Membership Interest, and no Assignee shall be admitted as a substituted Member, except with the prior Written consent of one or more of the acting Manager(s), which consent may be given or withheld, conditioned or delayed (as allowed by this Operating Agreement or the Act), in the Manager's sole discretion. After the consummation of any transfer of any part of a Membership Interest, the Membership Interest so transferred shall continue to be subject to the terms and provisions of this Operating Agreement and any further transfers shall be required to comply with all the terms and provisions of this Operating Agreement.

(a) Further Restrictions on Transfer of Interests. In addition to other restrictions found in this Operating Agreement, no Member shall transfer, assign, convey, sell, encumber or in any way alienate all or any part of such Member's Membership Interest if it: (i) violates any federal and state securities laws; (ii) results in a termination of the Company for federal or state tax purposes under the Code and other state laws; or (iii) triggers a readjustment or reappraisal of any Property of the Company.

(b) Substitution of Members. An Assignee of a Membership Interest shall have the right to become a substituted Member only if (i) the requirements of this Section 11.5 are met, (ii) such Assignee executes an instrument satisfactory to one or more of the Manager(s) accepting and adopting the terms and provisions of this Operating Agreement, and (iii) such person pays any reasonable expenses in connection with such substituted Member's admission as a new Member.

(c) Permitted Transfers. Subject to compliance with Section 11.6 and subject to the provisions of Subparagraph 11.5(f)(iii), the Membership Interest of any Member may be transferred without the prior Written consent of the Board, but approval from one or more of the acting Managers will be required: (i) any other Member, (ii) a revocable or irrevocable trust for the benefit of the Member or the Member's spouse, parents, parents of the Member's spouse, children, grandchildren or other family members (or, where the Member is a trust, a revocable or irrevocable trust for the benefit of any beneficiary of the Member's trust who is otherwise a permitted transferee), or any business entity that is an Affiliate of the Member or any other permitted transferee under this subparagraph.

(d) Effective Date of Permitted Transfers. Any permitted transfer of all or any portion of a Membership Interest shall be effective following the date upon which the requirements of Sections 11.5(a) and 11.5(b) have been met. The Manager(s) shall provide the Members with Written notice of such transfer as promptly as possible after the requirements of Sections 11.5(a) and 11.5(b) have been met. Any transferee of a Membership Interest shall take subject to the restrictions on transfer imposed by this Operating Agreement.

(e) Rights of Legal Representatives. If a Member who is an individual dies or is adjudged by a court of competent jurisdiction to be incompetent to manage the Member's person or property, the Member's executor, administrator, guardian, conservator, or other legal representative may exercise all of the Member's rights for the purpose of settling the Member's estate or administering the Member's property, including any power the Member has under the Articles or this Operating Agreement to grant an Assignee the right to become a Member. If a Member is a corporation, trust, or other entity and is dissolved or terminated, the powers of that Member may be exercised by such Member's legal representative or successor.

(f) No Effect to Transfers in Violation of Agreement. Upon any transfer of a Membership Interest in violation of this Section 11.5:

(i) The transferee shall no right to vote or participate in the management of the business, property, and affairs of the Company, or to exercise any rights of or to become a Member unless specifically approved by one or more of the acting Managers; and

(ii) Such transferee shall be an Assignee and thereafter shall only receive the allocation of the Company's Net Income and Net Loss and shall receive those

Distributions to which the transferor of such Economic Interest would otherwise be entitled under this Operating Agreement.
(iii) Notwithstanding the foregoing provisions of this Section 11.5(f), if, in the determination of the, a transfer in violation of this Section 11.5 would cause the termination of the Company under the Code, result in a violation of federal and state securities law, or violate the Act, in the sole discretion of the Board, the transfer shall be null and void ab initio, and the purported transferee shall not become either a Member or an Assignee.

11.6 Purchase of Remaining Rights.
Upon and contemporaneously with any transfer, assignment, conveyance or sale (whether arising out of an attempted charge upon that Member's Economic Interest by judicial process, a foreclosure by a creditor of the Member or otherwise) of a Member's Economic Interest which does not at the same time transfer the balance of the rights associated with the Membership Interest transferred by the Member (including, without limitation, the rights of the Member to vote or participate in the management of the business, Property and affairs of the Company), the Company shall purchase from the Member and the Member shall sell to the Company, for a purchase price of Ten Dollars ($10.00), all remaining rights and interests retained by the Member that immediately before the transfer, assignment, conveyance or sale were associated with the transferred Economic Interest. Such purchase and sale shall not, however, result in the release of the Member from any liability to the Company as a Member. Each Member acknowledges and agrees that this right of the Company to purchase such remaining rights and interests from a Member who transfers a Membership Interest in violation of this Section 11.0 is not unreasonable under the circumstances existing as of the date hereof.

11.7 Right of First Refusal. Subject to the provisions of Section 11.5, a Member (or Member's lawful representative, trustee, and/or executor) will only need to obtain approval from one or more of the acting Managers in order to transfer, sell, or hypothecate Member's interest(s) within The Company.

12.0 TERMINATION, DISSOLUTION AND LIQUIDATION.
12.1 Events of Dissolution. The Company shall be terminated and dissolved and its assets liquidated and distributed on the happening of any of the following events:

(a) Written Consent. Upon the Written consent of Managers along with more than 40% of Members.

(b) Dissolution, Bankruptcy, Receivership or Cessation to Exist of Member. Upon the death, bankruptcy, dissolution of a Member, or the occurrence of any other event which terminates the continued Membership of a Member, and an election of the Remaining Members to dissolve the Company pursuant to Section 11.1.

(c) Expiration. Upon the expiration of the term, if any, provided in Section 3.4.

(d) State Law. Upon the occurrence of an event specified under the Act as one effecting dissolution (except as otherwise provided in this Operating Agreement).

(e) Liquidation Sale. Upon the Liquidation Sale or other disposition of all or substantially all of the Property of the Company and the Company's receipt of the consideration, in cash or cash equivalent, due it in connection with such sale or other disposition.

12.2 Liquidation Distributions. Upon the occurrence of any of the foregoing events, the Chairman of the Board or the Person winding up the affairs of the Company shall promptly proceed to the liquidation of the Company and, in settling the accounts of the Company, the Property of the Company shall be distributed in the following order of priority:

(a) Outside Creditors. To creditors of the Company holding valid claims against the Company in order of priority as provided by law.

(b) Reserve. To the establishment of any reserves deemed necessary by the Person winding up the affairs of the Company for any contingent liabilities or obligations of the Company.

(c) Loans of the Members. To the Members in repayment of any unpaid accrued interest on and principal of loans they have made to the Company.

(d) Capital Accounts. To each Member the amount of such Member's Capital Account; provided, that if the available Property has a value less than the total of all Members' Capital Accounts, then to all Members, pro rata, in proportion to their positive Capital Accounts.

(e) Percentage Interest. To the Members, pro rata, in proportion to their Percentage Interests; provided, however, if any Member has a negative Capital Account balance, the Members' distributive shares shall be calculated as follows:

(i) Each Member shall be entitled to assets having a value equal to the "aggregate total" multiplied by the Member's Percentage Interest in the Company, reduced by that Member's negative Capital Account balance, if any.

(ii) The "aggregate total" shall be the value of all Company assets not distributed pursuant to Sections 12.1(a) through 12.1(c) plus the total of all Members' negative Capital Account balances.

(iii) Notwithstanding the foregoing,

(A) If this formula generates a negative amount for one or more Members, that Member or those Members shall receive nothing, and the distributive shares of the Members entitled to a Distribution shall be reduced on a pro rata basis; and

(B) Except for the adjustment required under this Section 12.0, no Member shall be required to restore a negative Capital Account or to otherwise reimburse the Company or other Members therefore

12.3 Deficits. Each Member shall look solely to the Property of the Company for the return of his investment, and if the Property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the investment of each Member, such Member shall have no recourse against the Company any other Member, or their employees and agents for indemnification, contribution or reimbursement.

12.4 Special Rules for Distribution. Managers for the Company shall distribute all funds available for distribution to the Members (after establishing any reserves as deemed reasonably necessary pursuant to Section 12.2(b) of this Operating Agreement prior to the later of (1) the end of the Taxable Year in which the event occurs which caused the termination and dissolution of the Company pursuant to Section 12.1 of this Operating Agreement, or ninety (90) days after the occurrence of such event.

13.0 AMENDMENT TO ARTICLES OF FORMATION.

13.1 Amendment. The Articles shall be amended by the Manager(s) without consent of the Members whenever:

(a) Change of Name: If there is a change in the name of the Company.

(b) False or Erroneous Statement: There is a false or erroneous statement in the Articles.

(c) Other Causes: Whenever otherwise required by law.

13.2 Real Property - County Filings. The Manager(s) may also record a certified copy of the Articles and any amendment thereto in the office of the County Recorder in every county in which the Company owns real property.

14.0 ACCOUNTING.

14.1 Method. The Company shall keep its accounting books and records and shall prepare its income tax returns on the method of accounting selected in accordance with Section 10.1, subject to any restrictions imposed by applicable law.

14.2 Annual Reports. The Chief Financial Officer shall be responsible for preparing, or causing to be prepared, unaudited annual financial reports, which shall include a balance sheet, profit and loss statement, and such tax information as may be necessary. The same Person taking the action specified in the first sentence of this Section 14.2 shall cause to be prepared financial information more often if required under the Act or other laws governing the Members.

14.3 Interim Statements. On Written request, any Member shall be entitled to copies of any interim financial statements prepared for the Company.
14.4 Access. The Members and their representatives shall have reasonable access to the Company's accounting records or other records to the extent required by the Act.

15.0 POWER OF ATTORNEY.
15.1 General Purposes. Each Member does hereby constitute and appoint each Manager acting alone, as their true and lawful agent and attorney-in-fact, in his name, place and stead, to make, execute, acknowledge, swear to, and file:
(a) Articles. Any articles, certificates, or other instrument which may be required to be filed by the Company under the laws of any state or of the United States;
(b) Amendments. Any and all amendments, modifications, or cancellations of any certificate or instrument, including any amendment to the Articles required to admit any substituted or additional Member or Members in accordance with the provisions of this Operating Agreement;
(c) Registration. Any application for the registration of the Company or of the offering of Units or additional Units or filing of any exemption notice in accordance with the securities laws of the United States or of any state;
(d) Documents. Documents required to dissolve and terminate the Company or effectuate the transfer of any property of the Company;
(e) Notes. All notes, instruments, deeds of trust, leases, bills of sale, and other similar documents on the Company's behalf;
(f) Banking checks, accounts, and/or deposits,
(g) Other. Any other instrument which may be required to be filed by the Company by any governmental agency, or which the Members deem it advisable to file.

15.2 Powers; Procedures. The power of attorney to be concurrently granted by each Member to such attorney-in-fact:
(a) Signatures. May be exercised by the attorney-in-fact for each Member by a facsimile signature of the attorney-in-fact or by listing all of the Members executing any instrument with a single signature of the attorney-in-fact acting for all of them.
(b) Survival. Shall survive the delivery of an assignment by a Member of the whole or any portion of his Membership Interest; except that where the Assignee thereof has been approved by the Board for admission to the Company as a substituted Member, the power of attorney shall survive the delivery of such assignment for the sole purpose of enabling either Manager to execute, acknowledge and file any instrument necessary to effect such substitution.

15.3 Irrevocable. The power of attorney in this Section 15.0 shall be deemed to be revocable and coupled with an interest.

16.0 RESTRICTIONS ON AMENDMENT OF OPERATING AGREEMENT. Section 2.27 shall not be amended except as permitted under the Act. Except as otherwise provided in this Operating Agreement, this Operating Agreement may be amended upon the Written consent or affirmative Vote of at least one or more of the acting

Managers. The Manager shall amend Exhibit "A" of this Operating Agreement from time to time as required by this Operating Agreement without the necessity of action of the Members. Except as otherwise provided herein, no amendment, however, shall be made in the following manners, without the consent of any Manager:

16.1 Members' Obligations. To enlarge the obligations in any material respect of any Member under this Operating Agreement.

16.2 Officers' Responsibilities. To enlarge the responsibilities in any material respect of the Officers to the Members.

16.3 Management Responsibilities. To enlarge the responsibilities in any material respect of the Board to the Members;

17.0 INVESTMENT REPRESENTATIONS AND WARRANTIES. In order to induce the Company to issue the Units, each Member makes the following investment representations and warranties:

17.1 Opportunity to Review and Evaluate. Each Member has had the opportunity to review and evaluate the Company's financial statements and books and records and to ask questions and procure information from the Company's management and has received, reviewed, and considered such information and all other documents and information as such Member considers necessary or appropriate covering all matters which Member deems relevant to make a decision to purchase the Units.

17.2 Pre-existing Relationship. Each Member has a pre-existing business and personal relationship with the Company and the Board of the Company.

17.3 Investment Purpose. Each Member is purchasing the interests for such Member's own investment, and not with a view to or for sale in connection with any distribution of the Units. Each Member has no commitment and is not aware of any circumstances presently in existence, which would make a disposition of the Units likely, and such Member intends to hold the Units indefinitely.

17.4 Restrictions on Transfer. Each Member is aware that an investment in securities of a closely held entity is non-marketable and non-transferable and will require such Member's capital to be invested for an indefinite period of time, possibly without a return. It has never been represented, guaranteed or warranted by the Company, or any Person connected with or acting on its behalf, that such Member will be able to sell or liquidate its Units in any specified period of time or that there will be any profit or appreciation to be realized as a result of the purchase of Units.

17.5 Economic Risk. By reason of each Member's business and financial experience, each Member has the capacity to protect such Member's interests in connection with the purchase of such Member's Units and can bear the economic risk of such

Member's proposed investment, including the loss of the entire amount of the investment.

17.6 No Registration. The Units being purchased by each Member have not been registered or qualified with the Securities and Exchange Commission, the Nevada Department of Corporations, or other state securities commissions or agencies. Such securities may not be sold, transferred, pledged, encumbered, hypothecated, or otherwise disposed of in the absence of such registration or qualification under the Securities Act of 1933, as amended (the "Securities Act"), and applicable state securities laws and regulations, unless, in the opinion of counsel acceptable to the Company, an exemption from such registration or qualification is available under the Securities Act, and such state securities laws and regulations. The Company is under no obligation to so register or qualify the Units or make available any such exemption.

17.7 Legend. Each Member is aware that any certificate evidencing such Member's securities, if issued, will contain a legend as follows or for similar import:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR WITH ANY STATE SECURITIES COMMISSION OR AGENCY, PURSUANT TO THE SECURITIES ACT OF 1933, AS AMENDED ("ACT"), OR APPLICABLE STATE SECURITIES LAWS AND REGULATIONS, AND THEREFORE CONSTITUTE RESTRICTED SECURITIES. THESE RESTRICTED SECURITIES MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF REGISTRATION OR A QUALIFICATION UNLESS, IN THE OPINION OF COUNSEL ACCEPTABLE TO THE COMPANY, AN EXEMPTION THEREFROM IS AVAILABLE PURSUANT TO THE ACT AND APPLICABLE STATE SECURITIES LAWS AND REGULATIONS.

17.8 Indemnification. Each Member hereby agrees to indemnify, defend and hold harmless the Company, its Board, Manager(s), other Members, agents, representatives, attorneys, affiliates, and associates from any loss, damage, liability, or judgment, order, decree, action, suit, cost, or expense (including, without limitation, reasonable attorneys fees and expenses) suffered or incurred by the Company or any of the foregoing persons or entities if any representation, or warranty set forth in this Section 17.0 is false, if such Member is in violation or breach of any of such Member's covenants hereunder or if such Member engages in any sale or distribution of the securities in violation of the Act or applicable state securities laws or regulations or in a manner which is contrary to such Member's representations, warranties and covenants set forth herein.

17.9 Exemption. Each Member understands that this offer and sale is being made by the Company in reliance upon the exemption from Federal and Nevada registration requirements provided by Section 4(2) of the Securities Act of 1933 and

Nevada Corporations Code Section 25102(f); and the regulations promulgated thereunder, as amended.

17.10 Advertisement. Each Member represents that the purchase of these Units was not, to the best of such Member's knowledge, accomplished by the publication of any advertisement. For these purposes, the publication of an advertisement means the dissemination to the public of any written, spoken or printed communication by means of mail, messages, recorded telephone, any newspaper, magazines or similar media, broadcast over radio or television or other media.

17.11 Other. Each Member acknowledges that the Units are subject to restrictions on transfer as set forth in this Section 17.0. The Company is under no obligation to cause the Member's Units to be registered or qualified under the Act or the applicable state securities laws.

17.12 Profit Distribution. Members will earn a ten percent preferred return on their capital investment on a first-money out treatment. In other words, no profits will be earned by any of the Members or Managers until all of the equity invested, plus accrued preferred interest, is paid to the Members as a first priority. Subsequently, the Managers will then be paid a 10% commission of any gross sales, joint-venture, or lease. The remaining percent of profits will then be distributed evenly amongst the existing members as per their ownership percentage interests within The Company.

18.0 MISCELLANEOUS.
18.1 Validity. If any portion of this Operating Agreement is held invalid or inoperative, then the remainder of this Operating Agreement shall be considered valid and operative and effect shall be given to the intent manifested by the invalid or inoperative portion.

18.2 Effect of Charging Order. The interest of a Member subject to a charging order may not be foreclosed upon or otherwise sold pursuant to court order without the express Written consent of all of the Members, other than the Member whose interest is so charged.

18.3 Captions. Section titles or captions contained are only a matter of convenience. They do not define, modify, limit, extend or describe the scope of this Operating Agreement, nor are they relevant as to intent.

18.4 Construction. This Operating Agreement shall be construed in accordance with the laws of the State notwithstanding any choice of law or conflict of law provisions or defenses.

18.5 Gender. The masculine, feminine, or neuter gender shall each be deemed to include the other, where necessary, to give a logical, consistent, or equitable meaning

to a specific provision. The plural shall be deemed to include the singular number, and vice versa.

18.6 Benefits. Except as otherwise specifically provided, this Operating Agreement shall bind and inure to the benefit of the parties and their personal representatives, successors, and assigns. This Operating Agreement, specifically, binds any Assignees.

18.7 Notice. Any notice given under this Operating Agreement shall be In Writing and shall be served either personally or delivered by electronic means or U.S. mail, postage prepaid, first class, and/or email. Notice shall be deemed given at the time of personal delivery, which includes transmission by fax or other electronic means, or delivery to a common carrier, or upon deposit in the United States mail. Each Member shall provide the Company with an address to which notices intended for that Member may be delivered. The Company shall maintain the address of each Member on Exhibit "A" hereof, and shall provide a copy of Exhibit "A" to any Member who requests it. Any Member may change the address for notices by giving appropriate notice under this Section 18.7.

18.8 Partition. Each Member irrevocably waives any and all rights to maintain any action for partition of any Property of the Company or the right to obtain title to any Property of the Company.

18.9 Counterparts. This Operating Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute one Operating Agreement. The Members may attach all of the Members' signature pages to one copy of this Operating Agreement, and that Agreement shall constitute an original.

18.10 Warranty of Authority. Anyone signing this Operating Agreement on behalf of a partnership, corporation, trust or limited liability company warrants that he has been duly authorized on behalf of that partnership, corporation, trust or limited liability company and, in the case of a limited partnership, corporation or limited liability company, it is valid, existing and in good standing.

18.11 Entire Agreement. This Operating Agreement supersedes any prior agreement and contains the entire agreement of the Members relating to the rights granted and obligations assumed in this Operating Agreement. No other agreement, statement or promise made by any Member, Officer, or Manager or by any employee, agent or officer of any Board that is not In Writing and signed by the Board shall be binding.

18.12 Governing Law And Venue. All questions concerning this Agreement, its construction, and the rights and liabilities of the parties hereto shall be interpreted and enforced in accordance with the laws of the State of Nevada as applied to contracts which are executed and performed entirely within the State. For purposes

G.S.R.

of this Agreement each of the parties hereto consents to the personal jurisdiction of any federal or state court located in the County of Clark, State of Nevada, with subject matter jurisdiction, and agrees that such courts in Clark County shall have the exclusive venue over such proceeding. The parties hereto also agree not to raise any claim or argument that such court is an inconvenient forum with respect to the adjudication of such proceeding, or that another court is more appropriate.

18.13 Spousal Consent. Each Member that is an individual has obtained the consent of his or her spouse to enter into this Operating Agreement and each Member's spouse agrees to all of the provisions of this Operating Agreement.

18.14 Attorney's Fees. If a lawsuit, arbitration, or other proceedings are instituted by any party to enforce any of the terms or conditions of this Operating Agreement against any other party hereto, the prevailing party in such litigation, arbitration, or proceedings shall be entitled, as an additional item of damages, to such reasonable attorneys' and other professional fees (including but not limited to expert witness fees), court costs, arbitrators' fees, arbitration administrative fees, travel expenses, and other out-of-pocket expenses or costs of such other proceedings as may be fixed by any court of competent jurisdiction, arbitrator, or other judicial or quasi-judicial body having jurisdiction thereof, whether or not such litigation or proceedings proceed to a final judgment or award. For the purposes of this Section 18.14, any party receiving an arbitration award or a judgment for damages or other amounts shall be deemed to be the prevailing party, regardless of amount of the damage awarded or whether the award or judgment was based upon all or some of such party's claims or causes of action.

18.16 Waiver of Conflict of Interest. Since this Operating Agreement sets forth the parties' rights and obligations there is a conflict of interest among them. Due to these conflicts, the Firm advised each party that it is in their best interest to seek the advice of independent legal counsel other than the Firm. Despite the fact that Go Global, Inc., (a Nevada Corporation) prepared this Operating Agreement on behalf of the Company and has or may have rendered advice to the Members at different times, each Member waives any actual or potential conflict of interest with respect to or against Go Global, Inc., with respect to any matter associated with, or arising from, the negotiation and consummation of this Operating Agreement.

19.0 By execution hereof, Go Global, Inc., and Sigmund Rogich will each hereby act as the Managers of the Company:

"Manager"

Carlos Huerta on behalf of Go Global, Inc.

"Manager"

Sigmund Rogich

S.R.

Exhibit A

Membership. The following is a list of all members who will all have the right to participate and/or proxy their interests in The Company according to their percentage(s) indicated down below.

"MEMBERS"
Go Global, Inc., and The Rogich Family Irrevocable Trust will each hold their operating addresses as: 3980 Howard Hughes Pkwy, Suite 550, Las Vegas, NV 89109, and will each retain ownership of Membership Rights, Equity, and Interests within The Company, but, unless amended, Go Global, Inc., and The Rogich Family Irrevocable Trust have each been given the authority to act as, and in place of, the Members for any and all contractual matters. Go Global, Inc., or The Rogich Family Irrevocable Trust ("Rogich")may bind the Company in all matters, signatures of both are unnecessary. Additionally, Antonio Nevada, LLC ("Antonio"), with an address of 3441 S. Eastern Avenue, Las Vegas, NV 89109 will be a member of the Company and hold an 8.333% interest/ownership within the Company. Go Global, Inc and Rogich will hold the rest of the equity, in the Company, until this agreement is amended, but Antonio will maintain its 8.33% interest and will not be diluted unless additional capital is required, from members, at a later date.

"MANAGER & MEMBER"
Go Global, Inc.

Carlos Huerta on behalf of Go Global, Inc.

"MANAGE & MEMBER"
The Rogich Family Irrevocable Trust

Signund Rogich on behalf of The Rogich Family Irrevocable Trust

"MEMBER"

Antonio Nevada, LLC (8.33% equity position within The Company)

GENERAL CONTINUING GUARANTY

This Guaranty ("Guaranty") is a personal continuing guarantee given by the undersigned guarantors ("Guarantors"), to **Antonio Nevada, LLC, a Nevada Limited Liability Company** ("Antonio").

RECITALS

A. ***WHEREAS*** Go Global, Inc. (a Nevada Corporation), Carlos Huerta, and Sig Rogich with addresses at 3980 Howard Hughes Parkway, #550, Las Vegas, NV 89109 ("Guarantor") ("Debtor") is simultaneously entering into a set of agreements on the date hereof (the "Agreements") with Antonio or its affiliates and has requested that Antonio issue the funds, directly to Gurantor's Nevada State Bank Account Number: 0612027938, to be utilized by Guarantors for an investment within Clark County Nevada (under a purchasing entity by the name of Eldorado Hills, LLC, a Nevada limited liability company), whereby this investment is contemplated on occurring on/or by September 13, 2006; and

B. ***WHEREAS***, Guarantors for their own interests wish to induce Antonio to enter into the Agreements (Agreement in Principle); and

C. ***WHEREAS***, Antonio has advised Guarantors that Antonio will not enter into the Agreements unless, inter alia, Guarantors unconditionally guarantee pursuant hereto the performance of all of Debtor"s obligations arising out of or in connection with the Agreements; and

D. ***WHEREAS***, once the Agreement in Principle is adhered to in full, this personal guaranty will be completely nullified and unenforceable by Antonio with the original document being returned by Antonio to Guarantors with a hand-written acknowledgment that it this agreement has been fully satisfied by Guarantor(s).

NOW, THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

W I T N E S S E T H:

1. **The Guaranty**. Guarantors acknowledge that they are aware of the terms and conditions of the Agreements, and do hereby irrevocably and unconditionally guaranty, without offset or deduction, jointly and severally, the due and punctual payment when due by Debtor of all moneys now or hereafter due Antonio pursuant to the Agreements (collectively, "Payment Obligations") and the prompt and proper performance by Debtor of all of its obligations to Antonio pursuant to the Agreements, other than those relating to the payment of money (collectively, "Non-Payment Obligations") (all such Payment Obligations and Non-Payment Obligations being hereinafter collectively referred to as the "Obligations"). Guarantors agree that in the event that Debtor fails to pay any Payment Obligation or perform any Non-Payment Obligation for any reason whatsoever (including, without limitation, the liquidation, insolvency, bankruptcy, reorganization, arrangement or readjustment of, or other similar proceedings affecting the status, existence, assets or obligations of, Debtor, or the disaffirmance with respect to Debtor of any of the Agreements, Guarantors will promptly pay or perform, as the case may be, such Obligations upon demand of Antonio. To the fullest extent permitted by law, the obligations of Guarantors hereunder shall not be affected by (a) any lack in the genuineness, validity, regularity or enforceability of any of the Debtor"s obligations under the Agreements; (b) any direction of application by Debtor or any other party; (c) any other continuing or other guaranty or undertaking or the taking or releasing by Antonio of any security or any further security in connection with the Agreements; (d) any payment on or in reduction of any other guaranty or undertaking; or (e) any dissolution, termination, or increase, decrease or changes of personnel of Debtor.

2. **Waiver of Defenses.** Guarantors waive any right to require Antonio to (a) proceed against Debtor; (b) proceed against or exhaust any security held from Debtor; or (c) pursue any other remedy in Antonio''s power whatsoever. Guarantors waive any defense based on or arising out of any defense of Debtor other than payment in full and performance of the Obligations, including without limitation any defense based on or arising out of the disability of Debtor, the unenforceability of the Obligations or any part thereof from any cause, or the cessation from any cause of the liability of Debtor other than payment in full and performance of the Obligations. Antonio may, at its election, foreclose on any security held by Antonio by one or more judicial sales, whether or not every aspect of any such sale is commercially reasonable, or exercise any other right or remedy Antonio may have against Debtor, or any security, without affecting or impairing in any way the liability of Guarantors under this Guaranty, except to the extent the Obligations have been paid or performed. Guarantors waive any defense arising out of such an election by Antonio, even if the election operates to impair or extinguish any right of reimbursement or subrogation or other right or remedy of Guarantors against Debtor or any security. Guarantors waive all presentments, demands for performance, notices of protest, notices of dishonor and notices of acceptances of this Guaranty. Guarantors assume all responsibility for keeping informed of Debtor''s financial condition and assets, and of all other circumstances bearing upon the risk of nonpayment or nonperformance of the Obligations and the nature, scope, and extent of the risks that Guarantors assume and incur under this Guaranty, and agree that Antonio shall have no duty to advise Guarantors of information known to it regarding those circumstances or risks.

3. **Guaranty Absolute and Continuing.** To the fullest extent permitted by law, Guarantors agree that their obligations hereunder are absolute and shall not be affected by (a) any failure of Antonio, inadvertent or deliberate, to protect, secure, insure, perfect or realize upon, or any negligence by Antonio with respect to, any collateral, security interest or lien which may secure any Obligations or the obligations of Guarantors hereunder, (b) any amendment, waiver, renewal, compromise, extension, acceleration or other modification of the terms of the Agreements or (c) any other circumstances which might otherwise constitute a legal or equitable defense to or discharge of the obligation of a surety or a guarantor. This is a continuing guaranty of payment with respect to the Payment Obligations and not of collection. A separate action or actions may be brought and prosecuted against Guarantors whether or not action is brought against Debtor or whether or not Debtor be joined in any such action or actions. Guarantors waive, to the fullest extent permitted by law, the benefit of any statute of limitations affecting their liability under this Guaranty. Any payment by Debtor or other circumstance that operates to toll any statute of limitations as to Debtor shall also operate to toll the statute of limitations as to Guarantors. If any Guarantor is a married person, he or she agrees that recourse may be had against his separate property for his obligations under the Guaranty.

4. **Enforceability of Guaranty.** In the event that Antonio shall be stayed or otherwise precluded by any law or rule, or any order of any court, from proceeding against Debtor with respect to any Payment Obligations, Guarantors hereby agree, to the fullest extent permitted by law, that for purposes of this Guaranty Antonio may nevertheless cause such Payment Obligations to become immediately due and payable by Guarantors by a notice to such effect; and that Guarantors shall thereupon pay all such Payment Obligations in full or, as Antonio may direct, purchase all such Payment Obligations owed to Antonio (without recourse) by paying the full amount thereof to Antonio in cash.

5. **Subsequent Recovery from Antonio.** If any claim is ever made upon Antonio for repayment or recovery of any amount or amounts received by it in payment or on account of any of the Obligations, Antonio shall promptly notify Guarantors and extend to Guarantors reasonable opportunity to defend the same at the expense of Guarantors, and if Antonio repays all or part of said amount by reason of (a) any judgment, decree or order of any court or administrative body or (b) any settlement or compromise of any such claim effected in good faith by Antonio with any such claimant, Guarantors agree that any such judgment, decree, order, settlement or compromise shall be binding upon Guarantors, and Guarantors shall be and remain liable to Antonio hereunder for the amount so repaid or recovered to the same extent as if such amount had never originally been received by Antonio.

6. **Subordination.** Any indebtedness of Debtor now or hereafter held by Guarantors is hereby subordinated to the indebtedness of Debtor to Antonio, and all such indebtedness of Debtor to Guarantors, if Antonio so requests, shall be collected, enforced, and received by Guarantors as trustee for Antonio and be paid over to Antonio on account of the indebtedness of Debtor to Antonio, without affecting or impairing in any manner the liability of Guarantors under the other provisions of this Guaranty.

7. **Waiver; Modification.** No delay on the part of Antonio in exercising any of its options, powers, or rights, and no partial or single exercise thereof, shall constitute a waiver thereof. No waiver of any of its rights hereunder, and no modification or amendment of this Guaranty, shall be deemed to be made by Antonio unless the same shall be in writing, duly signed on behalf of Antonio and each such waiver, if any, shall apply only with respect to the specific instance involved, and shall in no way impair the right of Antonio or the obligations of Guarantors in any other respect at any other time.

8. **Choice of Law and Venue; Service of Process.** THE VALIDITY OF THIS GUARANTY, ITS CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT, AND THE RIGHTS OF GUARANTORS AND LENDERS, SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEVADA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. ALL JUDICIAL PROCEEDINGS BROUGHT AGAINST GUARANTORS WITH RESPECT TO THIS GUARANTY MAY BE BROUGHT IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE STATE OF NEVADA, AND BY EXECUTION AND DELIVERY OF THIS GUARANTY, GUARANTORS ACCEPT, FOR THEMSELVES AND IN CONNECTION WITH THEIR RESPECTIVE ASSETS, GENERALLY AND UNCONDITIONALLY, THE NONEXCLUSIVE JURISDICTION OF THE AFORESAID COURTS, AND IRREVOCABLY AGREE TO BE BOUND BY ANY FINAL JUDGMENT RENDERED THEREBY IN CONNECTION WITH THIS GUARANTY FROM WHICH NO APPEAL HAS BEEN TAKEN OR IS AVAILABLE.

IN WITNESS WHEROF, the undersigned have executed and delivered this Guaranty as of the day and year first written above.

Carlos Huerta on behalf of Go Global, Inc.

Carlos Huerta

Sig Rogich

Carlos Huerta

ERIC J. RIETZ
NOTARY PUBLIC
STATE OF NEVADA
APPT. NO. 05-93918-1
MY APPT. EXPIRES JAN. 11, 2009

EJR 9/11/06

State of Nevada
County of Clark

This instrument was acknowledged before me on

September 11, 2006 by Sig Rogich.

Notary Public - State of Nevada
County Of Clark
BONET F. ALLOSADA
My Appointment Expires
No: 03-96079-1 December 31, 2008

Bonet F. Allosada
(Notary Public Signature)

Eldorodo Hills, LLC

Private Offering of Membership Interest within Company

SUBSCRIPTION AGREEMENT

1. **SUBSCRIPTION**. The undersigned (the "Subscriber") hereby makes application to purchase interests, to be issued by Eldorado Hills, LLC, a Nevada limited liability company with addresses at 3980 Howard Hughes Pkwy #550, Las Vegas, NV 89109 (the "Company") that is specified in Item 6 below (the "Shares").

2. **ACCEPTANCE OF SUBSCRIPTION**. It is understood and agreed that the Company shall have the right at any time prior to receipt of notice of cancellation from the Subscriber to accept or reject this Subscription Agreement, in whole or in part, and that the same shall be deemed to be accepted by the Company only when it is signed by the Company.

3. **REPRESENTATIONS OF SUBSCRIBER.** The undersigned Subscriber represents and warrants to the Company as follows:

(A) I have relied solely upon (a) the information regarding the Company available online at www.co.clark.nv.us/ and my own personal review of the project and property and not from relying on any representation(s) that have been made either orally or written that have not been signed by the Company and (b) any information furnished in written form by the Company to me and signed by the Company. I am not relying upon any oral representations or other written information in making the decision to purchase the Shares subscribed for herein;

(B) I recognize that the Shares have not been registered under the Securities Act of 1933, as amended (the "Act") or under the securities laws of any state, and, therefore, cannot be resold unless the Shares are registered under the Act or unless an exemption from registration is available. I further recognize that no public agency has passed upon the accuracy or adequacy of any information presented by the Company in connection with this offering or the fairness of the terms of the offering;

(C) I am acquiring the Shares for my own account for long-term investment and not with a view toward resale, fractionalization or division, or distribution thereof, and I do not presently have any reason to anticipate any change in my circumstances, financial or otherwise, or any particular occasion or event which would necessitate or require my sale or distribution of the Shares;

(D) I have such knowledge and experience in financial and business matters that I am capable of evaluating the merits and risks of an investment in the Company and of

making an informed investment decision, and do not require a Purchaser Representative;

(E) I recognize that the Company is a newly-formed enterprise without any significant operating history, that an investment in the Company is very speculative, and that the total amount of funds tendered to purchase the Shares is placed at the risk of the business and may be completely lost;

(F) I understand that the books and records of the Company will be available for inspection during this offering, upon reasonable notice, during reasonable business hours at the Company's place of business;

(G) I have been provided access to any information I requested in evaluating my purchase of the Shares; and

(H) I have been presented with the opportunity to ask questions and receive answers from officers of the Company relating to the terms and conditions of the offering and to obtain any additional information necessary to verify the accuracy of the information made available to me.

4. **ACCREDITED INVESTORS**. Please initial one of the following items:

A. The undersigned Subscriber is an Accredited Investor (as defined by the Regulations of the Securities and Exchange Commission) because the undersigned:

_____ (Initials) is a natural person who has an individual net worth, or joint net worth with that person's spouse, of more than $1,000,000; or

_____ (Initials) is a natural person who had an individual income in excess of $200,000 (or $300,000 (jointly with my spouse) in each of the two most recent years and who reasonably expects an income in excess of $200,000 (or $300,000 jointly with my spouse) in the current year; or

_____ (Initials) is an entity in which all of the equity owners fall within one of the categories set forth above; or

_____ (Initials) is an entity not formed for the specific purpose of acquiring the Shares with total assets in excess of $5,000,000; or

_____ (Initials) is otherwise an Accredited Investor as defined in Section 501(a)(1) through (8) of Regulation D under the Securities Act of 1933.

_____ B. The undersigned is not an Accredited Investor.

(Initials) (**NOTE: Subscriptions will not be accepted from any person or entity that is not an Accredited Investor.**

5. **DECLARATION OF RESIDENCE**. The undersigned represents and warrants to the Company that I am a resident of the State noted on the signature page of this Agreement, by reason of the fact that (initial one):

____ (if the undersigned is a natural person) I occupy a dwelling within that State and intend to remain a resident of that State for an indefinite period of time.

____ (if the undersigned is a business entity) the undersigned maintains a place of business in that State.

6. **SHARES**. The undersigned hereby subscribes to purchase Shares as follows:

membership Two Million Five Hundred Thousand Dollars and 00/100 ($2,500,000.00) for an interest equal to 8.33% of the Company. This offer expires at 4:00 PM September 12th, 2006. This offer is made in good faith and is not an obligation of the Company.

7. **TYPE OF OWNERSHIP**. (CHECK ONE)

___INDIVIDUAL OWNERSHIP

___ JOINT OWNERSHIP
(Two signatures required)

___ PARTNERSHIP
(Please include a copy of the partnership agreement authorizing Signature)

___ TRUST
(Please include name of trust, name of trustee, and date trust was formed and copy of trust agreement or other authorization)

___ CORPORATION
(Please include certified resolution authorizing signature)

8. **BINDING EFFECT**. This Subscription Agreement is executed this 12 day of SEPTEMBER, 2006, and shall bind the parties hereto and their respective heirs, executors, administrators, distributees, successors and assigns.

THE UNDERSIGNED REPRESENTS THAT (S)HE HAS READ THIS SUBSCRIPTION AGREEMENT IN ITS ENTIRETY.

Antonio Nevada, LLC
Investor #1 (type or print name)

Signature MANAGER

3441 S. Eastern Ave
Address (Street)

(702) 497-4960
Telephone Number

Las Vegas NV 89109
City State Zip

20-5509798
Social Security or Taxpayer ID

_____
Investor #2 (type or print name)

Signature

_____
Address (Street)

(___)
Telephone Number

_____
City State Zip

Social Security or Taxpayer ID

ACCEPTED BY THE COMPANY THIS
____ DAY OF _____, 2006

Eldorado Hills, LLC.

By:
Carlos Huerta
Managing Member

AMENDMENT TO GENERAL CONTINUING GUARANTY

In conjunction with the "Agreement In Principle" between Antonio Nevada, LLC, and Eldorado Hills, LLC, which executed on September 12, 2006, a General Continuing Guaranty in favor of Antonio Nevada, LLC, was also executed by Carlos Huerta, Sig Rogich, and Go Global, Inc. ("Guaranty").

The Guaranty is hereby amended as follows: All of the three million dollar ($3,000,000.00) investment of Antonio Nevada, LLC, shall be treated as "Payment Obligation" under the Guaranty.

Except as specifically amended above, all of the remaining terms and conditions set forth in the Guaranty shall remain as set forth therein.

Executed as to the Amendment to the Guaranty by its guarantors:

Go Global, Inc.

Carlos Huerta, President

Carlos Huerta, individually

Sig Rogich, individually

ERIC J. RIETZ
NOTARY PUBLIC
STATE OF NEVADA
APPT. NO. 05-93918-1
MY APPT. EXPIRES JAN. 11, 2009

EXHIBIT 3

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement") made and entered into effective the 30th day of October, 2008, by and among Go Global, Inc. ("Go Global"), Carlos Huerta ("Carlos") ("Seller") and The Rogich Family Irrevocable Trust ("Buyer") with respect to the following facts and circumstances:

R E C I T A L S:

A. Seller owns a Membership Interest ("Membership Interest") in Eldorado Hills, LLC (the "Company") equal to or greater than thirty-five percent (35%) and which may be as high as forty-nine and forty –four one hundredths (49.44%) of the total ownership interests in the Company. Such interest, as well as the ownership interest currently held by Buyer, may be subject to certain potential claims of those entities set forth and attached hereto in Exhibit "A" and incorporated herein by this reference ("Potential Claimants"). Buyer intends to negotiate such claims with Seller's assistance so that such claimants confirm or convert the amounts set forth beside the name of each of said claimants into non-interest bearing debt, or an equity percentage to be determined by Buyer after consultation with Seller as desired by Seller, with no capital calls for monthly payments, and a distribution in respect of their claims in amounts from the one-third (1/3rd) ownership interest in the Company retained by Buyer.

B. Seller desires to sell, and Buyer desires to purchase, all of Seller's Membership Interest, subject to the Potential Claimants and pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and representations hereinafter contained, and subject to the conditions hereinafter set forth, it is agreed as follows:

CH S.H

1. Sale and Transfer of Membership Interest. Subject to the terms and conditions set forth in this Agreement, Seller will transfer and convey the Membership Interest to Buyer, and Buyer will acquire the Membership Interest from Seller, upon payment of the consideration set forth herein at Closing.

2. Consideration. For and in consideration of Seller's transfer of the Membership Interest hereunder, Buyer agrees:

(a) Buyer shall owe Seller the sum of $2,747,729.50 as non-interest bearing debt with, therefore, no capital calls for monthly payments. Said amount shall be payable to Seller from future distributions or proceeds (net of bank/debt owed payments and tax liabilities from such proceeds, if any) distributed to Buyer at the rate of 56.20% of such profits, as, when and if received by Buyer from the Company.

(b) As further consideration, Buyer agrees to indemnify Seller against the personal guaranty of Seller for the existing Company loan in the approximate currently outstanding amount of $21,170,278.08, and further agrees to request the lender of such loan to release Seller from such guaranty (within one year);

(c) Furthermore, as an acknowledgment of the fact that Carlos will no longer be a manager of the Company after the Closing, Buyer shall also defend and indemnify Carlos from and against post-Closing Company activities.

3. Release of Interest. At Closing, upon payment of the Consideration required hereunder, Seller shall release and relinquish any and all right, title and interest which Seller now has or may ever have had in the Membership Interest and in any other interest (equity or debt) of the Company. Each Seller furthermore does hereby presently resign (or confirms resignation) from any and all positions in the Company as an officer, manager, employee and/or consultant. Additionally, Seller does hereby release the

Company and its members, managers and officers from any and all liability to each Seller of whatever kind or nature, including without limitation any claims for debt or equity repayment (except to the extent of the Consideration referenced in Section 2 above) or for remuneration relative to past services as an officer, manager, employee, consultant or otherwise.

4. Representations of Seller. Subject to any potential claims of the Potential Claimants, Seller represents and warrants that (i) Seller is the owner, beneficially and of record, of the Membership Interest as described in Recital A above, free and clear of all liens, encumbrances, security agreements, equities, options, claims, charges, and restrictions, which ownership interest is not evidenced by a written Membership Certificate, (ii) all of the Membership Interest is validly issued in the name of Seller, fully paid and non-assessable, (iii) Seller has full power to transfer the Membership Interest to Buyer without obtaining the consent or approval of any other person or governmental authority, (iv) Seller has been offered complete and unhindered access to all financial records, business records, and business operations of the Company, (v) the decision to sell the Membership Interest on the terms and conditions of this Agreement were negotiated by the parties upon consideration of the concurrent transactions to be entered into among Buyer, Company and two new investors (referenced below in this Section 4) and Seller has been provided all information necessary to make an informed decision regarding the acceptance of the terms hereunder and has sought the advice of such counsel or investment advisors as Seller deemed appropriate, or elected not to do so and (vi) except as otherwise provided in this Agreement, Seller is not relying upon any representations made by Buyer or Company in entering the transaction contemplated hereby. Each Seller further represents and warrants being familiar with the concurrent transactions between each of the Company and Buyer, respectively, with each of TELD, LLC and Albert E. Flangas Revocable Living Trust dated July 22nd, 2005. The transaction documentation with respect thereto recites

the current facts and circumstances giving rise to this Purchase Agreement and those concurrent transactions. Seller further represents and warrants the accuracy of the list (and dollar amounts) of Potential Claimants set forth in Exhibit "A" and agrees to indemnify and hold Buyer harmless from and against any additional claims, over-and-above the listed dollar amounts in Exhibit A and with respect to said claimants or respect to any other claimants (including without limitation Craig Dunlap and Eric Rietz), unless the claims of such other claimants asserts unilateral agreements with Buyer. The representations, warranties and covenants of Seller contained in this Agreement shall survive the Closing hereof and shall continue in full force and effect. Seller, however, will not be responsible to pay the Exhibit A Claimants their percentage or debt. This will be Buyer's obligation, moving forward and Buyer will also make sure that any ongoing company bills (utilities, security, and expenses attributed to maintaining the property) will not be Seller's obligation(s) from the date of closing, with Pete and Al, onward.

5. Further Assurances and Covenants.

(a) Each of the parties hereto shall, upon reasonable request, execute and deliver any additional document(s) and/or instrument(s) and take any and all actions that are deemed reasonably necessary or desirable by the requesting party to consummate the transaction contemplated hereby.

(b) Go Global and Carlos shall deliver all books and records (including checks and any other material of Company) to Buyer promptly after Closing.

6. Closing. The Closing ("Closing") of the transactions hereunder shall be consummated upon the execution of this Agreement and:

(a) The delivery by Seller to Buyer of the Assignment in the form attached hereto as Exhibit "B" and incorporated herein by this reference.

Of S.L

(b) The delivery to said Seller by Buyer of the Consideration set forth hereunder.

(c) Closing shall take place effective the ____ day of October, 2008, or at such other time as the parties may agree.

(d) Seller and Buyer further represent and warrant that the representations, and indemnification and payment obligations made in this Agreement shall survive Closing.

7. Miscellaneous.

(a) Notices. Any and all notices or demands by any party hereto to any other party, required or desired to be given hereunder shall be in writing and shall be validly given or made if served personally, delivered by a nationally recognized overnight courier services or if deposited in the United States Mail, certified, return receipt requested, postage prepaid, addressed as follows:

If to Buyer: The Rogich Family Irrevocable Trust
3883 Howard Hughes Pkwy., #590
Las Vegas, NV 89169

If to Seller: Go Global, Inc.
3060 E. Post Road, #110
Las Vegas, Nevada 89120

Carlos Huerta
3060 E. Post Road, #110
Las Vegas, Nevada 89120

Any party hereto may change his or its address for the purpose of receiving notices or demands as hereinabove provided by a written notice given in the manner aforesaid to the other party(ies). All notices shall be as specific as reasonably necessary to enable the party receiving the same to respond thereto.

(b) Governing Law. The laws of the State of Nevada applicable to contracts made in that State, without giving effect to its conflict of law rules, shall govern the validity, construction, performance and effect of this Agreement.

(c) Consent to Jurisdiction. Each party hereto consents to the jurisdiction of the Courts of the State of Nevada in the event any action is brought to declaratory relief or enforcement of any of the terms and provisions of this Agreement.

(d) Attorneys' Fees. Unless otherwise specifically provided for herein, each party hereto shall bear its own attorneys' fees incurred in the negotiation and preparation of this Agreement and any related documents. In the event that any action or proceeding is instituted to interpret or enforce the terms and provisions of this Agreement, however, the prevailing party shall be entitled to its costs and attorneys' fees, in addition to any other relief it may obtain or to which it may be entitled.

(e) Interpretation. In the interpretation of this Agreement, the singular may be read as the plural, and vice versa, the neuter gender as the masculine or feminine, and vice versa, and the future tense as the past or present, and vice versa, all interchangeably as the context may require in order to fully effectuate the intent of the parties and the transactions contemplated herein. Syntax shall yield to the substance of the terms and provisions hereof. Paragraph headings are for convenience of reference only and shall not be used in the interpretation of the Agreement. Unless the context specifically states to the contrary, all examples itemized or listed herein are for illustrative purposes only, and the doctrine of inclusion unius exclusio alterius shall not be applied in interpreting this Agreement.

(f) Entire Agreement. This Agreement sets forth the entire understanding of the parties, and supersedes all previous agreements, negotiations, memoranda, and understandings, whether written or

oral. In the event of any conflict between any exhibits or schedules attached hereto, this Agreement shall control.

(g) Modifications. This Agreement shall not be modified, amended or changed in any manner unless in writing executed by the parties hereto.

(h) Waivers. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver, and no waiver shall be binding unless evidenced by an instrument in writing and executed by the party making the waiver.

(i) Invalidity. If any term, provision, covenant or condition of this Agreement, or any application thereof, should be held by a Court of competent jurisdiction to be invalid, void or unenforceable, that provision shall be deemed severable and all provisions, covenants, and conditions of this Agreement, and all applications thereof not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

(j) Binding Effect. This Agreement shall be binding on and inure to the benefit of the heirs, personal representatives, successors and permitted assigns of the parties hereto.

(k) Counterparts. This Agreement may be executed in multiple counterparts, including facsimile counterparts, which together shall constitute one and the same document.

(l) Negotiated Agreement. This is a negotiated Agreement. All parties have participated in its preparation. In the event of any dispute regarding its interpretation, it shall not be construed for or against any party based upon the grounds that the Agreement was prepared by any one of the parties.

(m) Arbitration. Any controversy, claim, dispute or interpretations which are in any way related to the Agreement that are not settled informally in mediation shall be resolved by arbitration, if both Buyer and Seller choose this option, administered by the American Arbitration Association under its Commercial Arbitration Rules, and the judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction of and shall be final and binding on all the parties. However, if both Buyer and Seller do not mutually choose to proceed with arbitration, then the traditional legal process will be the only alternative for the parties to pursue if mediation is ineffective. In the event of any controversy, claim, dispute or interpretation, the following procedures shall be employed:

(1) If the dispute cannot be settled informally through negotiations, the parties first agree, in good faith, to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to arbitration or some other dispute resolution procedure. The mediation shall take place in Las Vegas, Nevada within sixty (60) days of initiating the mediation.

(2) At any time after the mediation, any party shall offer a request for Arbitration in writing on the other party(ies) to this Agreement and a copy of the request shall be sent to the American Arbitration Association.

(3) The party upon whom the request is served shall file a response within thirty (30) days from the service of the request for Arbitration. The response shall be served upon the other party(ies) and a copy sent to the American Arbitration Association.

(4) If both parties agree to Arbitration, then within ten (10) days after the

American Arbitration Association sends the list of proposed arbitrators, all parties to the arbitration shall select their arbitrator and communicate their selection to the American Arbitration Association.-

(5) Unless otherwise agreed in writing by all parties, the arbitration shall be held in Las Vegas, Nevada. The arbitration hearing shall be held within ninety 90 days after the appointment of the arbitrator if and when both Buyer and Seller are both in agreement with regard to Arbitration.

(6) The arbitrator is authorized to award to any party whose claims are sustained, such sums or other relief as the arbitrator shall deem proper and such award may include reasonable attorney's fees, professional fees and other costs expended to the prevailing party(ies) as determined by the arbitrator.

(n) Time of Essence. Time is of the essence of this Agreement and all of its provisions.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first above written.

"SELLER" "BUYER"

Carlos Huerta, on behalf of Go Global, Inc.

Sigmund Rogich, on behalf of
The Rogich Family Irrevocable Trust

EXHIBIT "A"

Potential Claimants

1.	Eddyline Investments, LLC (potential investor or debtor)	$50,000.00
2.	Ray Family Trust (potential investor or debtor)	$283,561.60
3.	Nanyah Vegas, LLC (through Canamex Nevada, LLC)	$1,500,000.00
4.	Antonio Nevada, LLC/Jacob Feingold	$3,360,000.00

EXHIBIT "B"

Assignment

ASSIGNMENT

FOR VALUE RECEIVED, each of the undersigned hereby assigns and transfers unto The Rogich Family Irrevocable Trust ("Buyer"), all of the right, title and interest, if any, which the undersigned owns in and to Eldorado Hills, LLC, a Nevada limited-liability company (the "Company") and do hereby irrevocably constitute and appoint any individual designated by any officer or manager of the Company as attorney to each of the undersigned to transfer said interest(s) on the books of the Company, with full power of substitution in the premises.

DATED as of the 30 day of October, 2008.

Carlos Huerta, individually and on behalf of Go Global, Inc. as to any interest of either of them in and to the Company

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PLTFS0011

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EXHIBIT 4

B1 (Official Form 1)(1/08)

United States Bankruptcy Court
District of Nevada

Voluntary Petition

Name of Debtor (if individual, enter Last, First, Middle): **Go Global, Inc.**	Name of Joint Debtor (Spouse) (Last, First, Middle):
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names): **DBA Go Global Properties; DBA Go Global Commercial Real Estate**	All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all) **88-0432565**	Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all)
Street Address of Debtor (No. and Street, City, and State): **3060 E. Post Road #110** **Las Vegas, NV** ZIP Code **89120**	Street Address of Joint Debtor (No. and Street, City, and State): ZIP Code
County of Residence or of the Principal Place of Business: **Clark**	County of Residence or of the Principal Place of Business:
Mailing Address of Debtor (if different from street address): ZIP Code	Mailing Address of Joint Debtor (if different from street address): ZIP Code
Location of Principal Assets of Business Debtor (if different from street address above):	**3060 E. Post Road #110** **Las Vegas, NV 89120**

Type of Debtor
(Form of Organization)
(Check one box)

- ☐ Individual (includes Joint Debtors)
  See Exhibit D on page 2 of this form.
- ■ Corporation (includes LLC and LLP)
- ☐ Partnership
- ☐ Other (If debtor is not one of the above entities, check this box and state type of entity below.)

Nature of Business
(Check one box)

- ☐ Health Care Business
- ☐ Single Asset Real Estate as defined in 11 U.S.C. § 101 (51B)
- ☐ Railroad
- ☐ Stockbroker
- ☐ Commodity Broker
- ☐ Clearing Bank
- ■ Other

Tax-Exempt Entity
(Check box, if applicable)

- ☐ Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).

Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box)

- ☐ Chapter 7
- ☐ Chapter 9
- ■ Chapter 11
- ☐ Chapter 12
- ☐ Chapter 13
- ☐ Chapter 15 Petition for Recognition of a Foreign Main Proceeding
- ☐ Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding

Nature of Debts
(Check one box)

- ☐ Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose."
- ■ Debts are primarily business debts.

Filing Fee (Check one box)

- ■ Full Filing Fee attached
- ☐ Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A.
- ☐ Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.

Chapter 11 Debtors

Check one box:

- ☐ Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D).
- ■ Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D).

Check if:

- ☐ Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than $2,190,000.

Check all applicable boxes:

- ☐ A plan is being filed with this petition.
- ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).

Statistical/Administrative Information

- ■ Debtor estimates that funds will be available for distribution to unsecured creditors.
- ☐ Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.

THIS SPACE IS FOR COURT USE ONLY

Estimated Number of Creditors

■ 1-49	☐ 50-99	☐ 100-199	☐ 200-999	☐ 1,000-5,000	☐ 5,001-10,000	☐ 10,001-25,000	☐ 25,001-50,000	☐ 50,001-100,000	☐ OVER 100,000

Estimated Assets

■ $0 to $50,000	☐ $50,001 to $100,000	☐ $100,001 to $500,000	☐ $500,001 to $1 million	☐ $1,000,001 to $10 million	☐ $10,000,001 to $50 million	☐ $50,000,001 to $100 million	☐ $100,000,001 to $500 million	☐ $500,000,001 to $1 billion	☐ More than $1 billion

Estimated Liabilities

☐ $0 to $50,000	☐ $50,001 to $100,000	☐ $100,001 to $500,000	☐ $500,001 to $1 million	☐ $1,000,001 to $10 million	■ $10,000,001 to $50 million	☐ $50,000,001 to $100 million	☐ $100,000,001 to $500 million	☐ $500,000,001 to $1 billion	☐ More than $1 billion

Voluntary Petition *(This page must be completed and filed in every case)*	Name of Debtor(s): **Go Global, Inc.**	
All Prior Bankruptcy Cases Filed Within Last 8 Years (If more than two, attach additional sheet)		
Location Where Filed: **- None -**	Case Number:	Date Filed:
Location Where Filed:	Case Number:	Date Filed:
Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor (If more than one, attach additional sheet)		
Name of Debtor: **Carlos A. Huerta and Christine H. Huerta**	Case Number: **10-14456-bam**	Date Filed: **3/18/10**
District: **Nevada**	Relationship: **President**	Judge: **Bruce A. Markell**

Exhibit A

(To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.)

☐ Exhibit A is attached and made a part of this petition.

Exhibit B

(To be completed if debtor is an individual whose debts are primarily consumer debts.)

I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I delivered to the debtor the notice required by 11 U.S.C. §342(b).

X _____
Signature of Attorney for Debtor(s) (Date)

Exhibit C

Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?

☐ Yes, and Exhibit C is attached and made a part of this petition.

■ No.

Exhibit D

(To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.)

☐ Exhibit D completed and signed by the debtor is attached and made a part of this petition.

If this is a joint petition:

☐ Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.

Information Regarding the Debtor - Venue

(Check any applicable box)

■ Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.

■ There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.

☐ Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.

Certification by a Debtor Who Resides as a Tenant of Residential Property

(Check all applicable boxes)

☐ Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.)

_____
(Name of landlord that obtained judgment)

_____
(Address of landlord)

☐ Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and

☐ Debtor has included in this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.

☐ Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(l)).

Voluntary Petition

(This page must be completed and filed in every case)

Name of Debtor(s):
Go Global, Inc.

Signatures

Signature(s) of Debtor(s) (Individual/Joint)

I declare under penalty of perjury that the information provided in this petition is true and correct.
[If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7.
[If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. §342(b).

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X _____
Signature of Debtor

X _____
Signature of Joint Debtor

_____
Telephone Number (If not represented by attorney)

_____
Date

Signature of Attorney*

X **/s/ Samuel A. Schwartz. Esq.**
Signature of Attorney for Debtor(s)

Samuel A. Schwartz. Esq. 10985
Printed Name of Attorney for Debtor(s)

The Schwartz Law Firm
Firm Name

626 South Third Street
Las Vegas, NV 89101

Address

Email: sam@schwartzlawyers.com
(702) 385-5544 Fax: (702) 385-2741
Telephone Number

March 23, 2010
Date

*In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.

Signature of Debtor (Corporation/Partnership)

I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X **/s/ Carlos A. Huerta**
Signature of Authorized Individual

Carlos A. Huerta
Printed Name of Authorized Individual

President
Title of Authorized Individual

March 23, 2010
Date

Signature of a Foreign Representative

I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.

(Check only one box.)

☐ I request relief in accordance with chapter 15 of title 11. United States Code. Certified copies of the documents required by 11 U.S.C. §1515 are attached.

☐ Pursuant to 11 U.S.C. §1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.

X _____
Signature of Foreign Representative

_____
Printed Name of Foreign Representative

_____
Date

Signature of Non-Attorney Bankruptcy Petition Preparer

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19 is attached.

_____
Printed Name and title, if any, of Bankruptcy Petition Preparer

_____
Social-Security number (If the bankrutpcy petition preparer is not an individual, state the Social Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.)(Required by 11 U.S.C. § 110.)

_____
Address

X _____

_____
Date

Signature of Bankruptcy Petition Preparer or officer, principal, responsible person,or partner whose Social Security number is provided above.

Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual:

If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.

A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both 11 U.S.C. §110; 18 U.S.C. §156.

B4 (Official Form 4) (12/07)

United States Bankruptcy Court
District of Nevada

In re **Go Global, Inc.** Debtor(s)

Case No. _____

Chapter **11**

LIST OF CREDITORS HOLDING 20 LARGEST UNSECURED CLAIMS

Following is the list of the debtor's creditors holding the 20 largest unsecured claims. The list is prepared in accordance with Fed. R. Bankr. P. 1007(d) for filing in this chapter 11 [*or* chapter 9] case. The list does not include (1) persons who come within the definition of "insider" set forth in 11 U.S.C. § 101, or (2) secured creditors unless the value of the collateral is such that the unsecured deficiency places the creditor among the holders of the 20 largest unsecured claims. If a minor child is one of the creditors holding the 20 largest unsecured claims, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See 11 U.S.C. § 112; Fed. R. Bankr. P. 1007(m).

(1) *Name of creditor and complete mailing address including zip code*	(2) *Name, telephone number and complete mailing address, including zip code, of employee, agent, or department of creditor familiar with claim who may be contacted*	(3) *Nature of claim (trade debt, bank loan, government contract, etc.)*	(4) *Indicate if claim is contingent, unliquidated, disputed, or subject to setoff*	(5) *Amount of claim [if secured, also state value of security]*
American Express PO Box 0001 Los Angeles, CA 90096-0001	American Express PO Box 0001 Los Angeles, CA 90096-0001	Credit Card		3,000.00
Antonio Nevada, LLC 8880 W. Sunset Road 3rd Floor Las Vegas, NV 89148	Antonio Nevada, LLC 8880 W. Sunset Road 3rd Floor Las Vegas, NV 89148			3,800,000.00
Azure Seas, LLC 5024 E. Lafayette Blvd Phoenix, AZ 85018	Azure Seas, LLC 5024 E. Lafayette Blvd Phoenix, AZ 85018			806,000.00 (0.00 secured)
Bank Of America Po Box 26078 Greensboro, NC 27420	Bank Of America Po Box 26078 Greensboro, NC 27420	Credit Card		46,774.00
City National Bank P.O. Box 60938 Los Angeles, CA 90060-0938	City National Bank P.O. Box 60938 Los Angeles, CA 90060-0938			11,100,000.00 (0.00 secured)
Gordon & Silver 3960 Howard Hughes Pkwy 9th Floor Las Vegas, NV 89169	Gordon & Silver 3960 Howard Hughes Pkwy 9th Floor Las Vegas, NV 89169	Legal Fees		57,000.00
Hugo R. Paulson 5024 E. Lafayette Blvd. Phoenix, AZ 85018	Hugo R. Paulson 5024 E. Lafayette Blvd. Phoenix, AZ 85018			1,000,000.00
Hugo R. Paulson 5024 E. Lafayette Blvd. Phoenix, AZ 85018	Hugo R. Paulson 5024 E. Lafayette Blvd. Phoenix, AZ 85018			995,000.00
Nevada State Bank P.O. Box 990 Las Vegas, NV 89125	Nevada State Bank P.O. Box 990 Las Vegas, NV 89125			654,000.00 (0.00 secured)
Nevada State Bank P.O. Box 990 Las Vegas, NV 89125	Nevada State Bank P.O. Box 990 Las Vegas, NV 89125			639,236.00
One Cap Financial 5440 W. Sahara Avenue 3rd Floor Las Vegas, NV 89145	One Cap Financial 5440 W. Sahara Avenue 3rd Floor Las Vegas, NV 89145	Real Estate Loan		4,100,000.00 (0.00 secured)

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B4 (Official Form 4) (12/07) - Cont.

In re **Go Global, Inc.** Case No. _____

Debtor(s)

LIST OF CREDITORS HOLDING 20 LARGEST UNSECURED CLAIMS

(Continuation Sheet)

(1) *Name of creditor and complete mailing address including zip code*	(2) *Name, telephone number and complete mailing address, including zip code, of employee, agent, or department of creditor familiar with claim who may be contacted*	(3) *Nature of claim (trade debt, bank loan, government contract, etc.)*	(4) *Indicate if claim is contingent, unliquidated, disputed, or subject to setoff*	(5) *Amount of claim [if secured, also state value of security]*
Zions Bank **401 N. Capital** **Idaho Falls, ID 83402**	**Zions Bank** **401 N. Capital** **Idaho Falls, ID 83402**			**617,763.00** **(0.00 secured)**

DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF A CORPORATION OR PARTNERSHIP

I, the President of the corporation named as the debtor in this case, declare under penalty of perjury that I have read the foregoing list and that it is true and correct to the best of my information and belief.

Date **March 23, 2010** Signature **/s/ Carlos A. Huerta**

Carlos A. Huerta

President

Penalty for making a false statement or concealing property: Fine of up to $500,000 or imprisonment for up to 5 years or both. 18 U.S.C. §§ 152 and 3571.

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Go Global, Inc.
3060 E. Post Road #110
Las Vegas, NV 89120

Samuel A. Schwartz. Esq.
The Schwartz Law Firm
626 South Third Street
Las Vegas, NV 89101

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

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

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

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

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

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

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

Carlos A. Huerta
3060 E. Post Rd. #110
Las Vegas, NV 89120

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

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

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

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

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

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

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

EXHIBIT 5

B4 (Official Form 4) (12/07)

United States Bankruptcy Court
District of Nevada

In re **Go Global, Inc.** Debtor(s)

Case No. **10-14804-BAM**

Chapter **11**

LIST OF CREDITORS HOLDING 20 LARGEST UNSECURED CLAIMS

Following is the list of the debtor's creditors holding the 20 largest unsecured claims. The list is prepared in accordance with Fed. R. Bankr. P. 1007(d) for filing in this chapter 11 [*or* chapter 9] case. The list does not include (1) persons who come within the definition of "insider" set forth in 11 U.S.C. § 101, or (2) secured creditors unless the value of the collateral is such that the unsecured deficiency places the creditor among the holders of the 20 largest unsecured claims. If a minor child is one of the creditors holding the 20 largest unsecured claims, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See 11 U.S.C. § 112; Fed. R. Bankr. P. 1007(m).

(1) *Name of creditor and complete mailing address including zip code*	(2) *Name, telephone number and complete mailing address, including zip code, of employee, agent, or department of creditor familiar with claim who may be contacted*	(3) *Nature of claim (trade debt, bank loan, government contract, etc.)*	(4) *Indicate if claim is contingent, unliquidated, disputed, or subject to setoff*	(5) *Amount of claim [if secured, also state value of security]*
American Express PO Box 0001 Los Angeles, CA 90096-0001	American Express PO Box 0001 Los Angeles, CA 90096-0001	Credit Card		3,000.00
Antonio Nevada, LLC 8880 W. Sunset Road 3rd Floor Las Vegas, NV 89148	Antonio Nevada, LLC 8880 W. Sunset Road 3rd Floor Las Vegas, NV 89148	Signature Loan	Contingent	3,800,000.00
Arie Fisher 16 Rashi Street Ra'anana, Israel 43214	Arie Fisher 16 Rashi Street Ra'anana, Israel 43214	Personal loan		41,200.00
Bailus Cook & Kelesis 400 S. Fourth Street, Suite 300 Las Vegas, NV 89101	Bailus Cook & Kelesis 400 S. Fourth Street, Suite 300 Las Vegas, NV 89101	Legal Consulting		4,800.14
Bank Of America Po Box 26078 Greensboro, NC 27420	Bank Of America Po Box 26078 Greensboro, NC 27420	Business Line of Credit		46,774.04
Gordon & Silver 3960 Howard Hughes Pkwy 9th Floor Las Vegas, NV 89169	Gordon & Silver 3960 Howard Hughes Pkwy 9th Floor Las Vegas, NV 89169	Legal Fees	Disputed	57,000.00
Hugo R. Paulson 5024 E. Lafayette Blvd. Phoenix, AZ 85018	Hugo R. Paulson 5024 E. Lafayette Blvd. Phoenix, AZ 85018	Partially secured by a pledge of the Debtor's interest in Pecan Street Plaza, LLC	Contingent Disputed	1,803,000.00
Kolesar & Leatham 3320 W. Sahara Avenue, Ste. 380 Las Vegas, NV 89102	Kolesar & Leatham 3320 W. Sahara Avenue, Ste. 380 Las Vegas, NV 89102	Legal Consulting		17,346.91
LL Bradford & Co. 8880 W. Sunset Road, 3rd Floor Las Vegas, NV 89148	LL Bradford & Co. 8880 W. Sunset Road, 3rd Floor Las Vegas, NV 89148	Accounting/Consulting		6,000.00

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B4 (Official Form 4) (12/07) - Cont.

In re **Go Global, Inc.** Case No. **10-14804-BAM**

Debtor(s)

LIST OF CREDITORS HOLDING 20 LARGEST UNSECURED CLAIMS

(Continuation Sheet)

(1) *Name of creditor and complete mailing address including zip code*	(2) *Name, telephone number and complete mailing address, including zip code, of employee, agent, or department of creditor familiar with claim who may be contacted*	(3) *Nature of claim (trade debt, bank loan, government contract, etc.)*	(4) *Indicate if claim is contingent, unliquidated, disputed, or subject to setoff*	(5) *Amount of claim [if secured, also state value of security]*
Nevada State Bank P.O. Box 990 Las Vegas, NV 89125	**Nevada State Bank P.O. Box 990 Las Vegas, NV 89125**	**Mt. Charleston Lodge (owned by Mount Charleston View, LLC)**		**1,709,000.00**
Nevada State Bank P.O. Box 990 Las Vegas, NV 89125	**Nevada State Bank P.O. Box 990 Las Vegas, NV 89125**	**3060 E. Post Road, #110 Las Vegas, NV 89120**		**654,000.00 (0.00 secured)**
Nevada State Bank P.O. Box 990 Las Vegas, NV 89125	**Nevada State Bank P.O. Box 990 Las Vegas, NV 89125**	**Business Line of Credit**		**653,000.00**
One Cap Financial 5440 W. Sahara Avenue 3rd Floor Las Vegas, NV 89145	**One Cap Financial 5440 W. Sahara Avenue 3rd Floor Las Vegas, NV 89145**	**290 Acres in Nye County, NV 300 acre-feet of water rights**	**Contingent**	**4,100,000.00**
Ray Koroghli 3055 Via Sarafina Avenue Henderson, NV 89052	**Ray Koroghli 3055 Via Sarafina Avenue Henderson, NV 89052**	**Legal bills**		**154,900.00**
Zions Bank P.O. Box 25855 Salt Lake City, UT 84125	**Zions Bank P.O. Box 25855 Salt Lake City, UT 84125**			**617,763.00**

DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF A CORPORATION OR PARTNERSHIP

I, the President of the corporation named as the debtor in this case, declare under penalty of perjury that I have read the foregoing list and that it is true and correct to the best of my information and belief.

Date **June 4, 2010** Signature **/s/ Carlos A. Huerta**
Carlos A. Huerta
President

Penalty for making a false statement or concealing property: Fine of up to $500,000 or imprisonment for up to 5 years or both. 18 U.S.C. §§ 152 and 3571.

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B6 Summary (Official Form 6 - Summary) (12/07)

United States Bankruptcy Court
District of Nevada

In re **Go Global, Inc.**, Debtor

Case No. **10-14804-BAM**

Chapter **11**

SUMMARY OF SCHEDULES

Indicate as to each schedule whether that schedule is attached and state the number of pages in each. Report the totals from Schedules A, B, D, E, F, I, and J in the boxes provided. Add the amounts from Schedules A and B to determine the total amount of the debtor's assets. Add the amounts of all claims from Schedules D, E, and F to determine the total amount of the debtor's liabilities. Individual debtors must also complete the "Statistical Summary of Certain Liabilities and Related Data" if they file a case under chapter 7, 11, or 13.

NAME OF SCHEDULE	ATTACHED (YES/NO)	NO. OF SHEETS	ASSETS	LIABILITIES	OTHER
A - Real Property	Yes	1	4,000.00		
B - Personal Property	Yes	5	10,683,395.23		
C - Property Claimed as Exempt	No	0			
D - Creditors Holding Secured Claims	Yes	1		654,000.00	
E - Creditors Holding Unsecured Priority Claims (Total of Claims on Schedule E)	Yes	1		0.00	
F - Creditors Holding Unsecured Nonpriority Claims	Yes	3		13,013,784.09	
G - Executory Contracts and Unexpired Leases	Yes	1			
H - Codebtors	Yes	2			
I - Current Income of Individual Debtor(s)	No	0			N/A
J - Current Expenditures of Individual Debtor(s)	No	0			N/A
Total Number of Sheets of ALL Schedules		14			
		Total Assets	10,687,395.23		
			Total Liabilities	13,667,784.09	

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Form 6 - Statistical Summary (12/07)

United States Bankruptcy Court
District of Nevada

In re **Go Global, Inc.**, Debtor

Case No. **10-14804-BAM**

Chapter **11**

STATISTICAL SUMMARY OF CERTAIN LIABILITIES AND RELATED DATA (28 U.S.C. § 159)

If you are an individual debtor whose debts are primarily consumer debts, as defined in § 101(8) of the Bankruptcy Code (11 U.S.C.§ 101(8)), filing a case under chapter 7, 11 or 13, you must report all information requested below.

☐ Check this box if you are an individual debtor whose debts are NOT primarily consumer debts. You are not required to report any information here.

This information is for statistical purposes only under 28 U.S.C. § 159.

Summarize the following types of liabilities, as reported in the Schedules, and total them.

Type of Liability	**Amount**
Domestic Support Obligations (from Schedule E)	
Taxes and Certain Other Debts Owed to Governmental Units (from Schedule E)	
Claims for Death or Personal Injury While Debtor Was Intoxicated (from Schedule E) (whether disputed or undisputed)	
Student Loan Obligations (from Schedule F)	
Domestic Support, Separation Agreement, and Divorce Decree Obligations Not Reported on Schedule E	
Obligations to Pension or Profit-Sharing, and Other Similar Obligations (from Schedule F)	
TOTAL	

State the following:

Average Income (from Schedule I, Line 16)	
Average Expenses (from Schedule J, Line 18)	
Current Monthly Income (from Form 22A Line 12; OR, Form 22B Line 11; OR, Form 22C Line 20)	

State the following:

1. Total from Schedule D, "UNSECURED PORTION, IF ANY" column		
2. Total from Schedule E, "AMOUNT ENTITLED TO PRIORITY" column		
3. Total from Schedule E, "AMOUNT NOT ENTITLED TO PRIORITY, IF ANY" column		
4. Total from Schedule F		
5. Total of non-priority unsecured debt (sum of 1, 3, and 4)		

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B6A (Official Form 6A) (12/07)

In re **Go Global, Inc.**, Debtor

Case No. **10-14804-BAM**

SCHEDULE A - REAL PROPERTY

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a cotenant, community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor's own benefit. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor holds no interest in real property, write "None" under "Description and Location of Property."

Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If an entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. See Schedule D. If no entity claims to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim." If the debtor is an individual or if a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C - Property Claimed as Exempt.

Description and Location of Property	Nature of Debtor's Interest in Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption	Amount of Secured Claim
1255 Empire Avenue Park City, Utah, 84060 Timeshare 100% Interest		-	**4,000.00**	**0.00**

Sub-Total >	**4,000.00**	(Total of this page)
Total >	**4,000.00**	

0 continuation sheets attached to the Schedule of Real Property

(Report also on Summary of Schedules)

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B6B (Official Form 6B) (12/07)

In re **Go Global, Inc.**, Debtor

Case No. **10-14804-BAM**

SCHEDULE B - PERSONAL PROPERTY

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "x" in the appropriate position in the column labeled "None." If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor is an individual or a joint petition is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property."
If the property is being held for a minor child, simply state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

	Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
1.	Cash on hand		**Petty Cash**	-	**2,000.00**
2.	Checking, savings or other financial accounts, certificates of deposit, or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives.		**Bank of America checking account number ending in 9840 Carlos A. Huerta dba Go Global**	-	**3,188.22**
			Bank of America checking account number ending in 4274	-	**4,561.79**
			Nevada State Bank account number ending in 4471	-	**9,266.61**
			Bank of America Business Interest Maximizer account ending in 5642	-	**1,728.44**
3.	Security deposits with public utilities, telephone companies, landlords, and others.	X			
4.	Household goods and furnishings, including audio, video, and computer equipment.	X			
5.	Books, pictures and other art objects, antiques, stamp, coin, record, tape, compact disc, and other collections or collectibles.		**Frames, Posters, Photographs**	-	**1,500.00**
6.	Wearing apparel.	X			
7.	Furs and jewelry.	X			
8.	Firearms and sports, photographic, and other hobby equipment.		**Gym equipment**	-	**2,500.00**
9.	Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.	X			

Sub-Total > (Total of this page) **24,745.06**

4 continuation sheets attached to the Schedule of Personal Property

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B6B (Official Form 6B) (12/07) - Cont.

In re **Go Global, Inc.**, Debtor

Case No. **10-14804-BAM**

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

Type of Property	NONE	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
10. Annuities. Itemize and name each issuer.	X			
11. Interests in an education IRA as defined in 26 U.S.C. § 530(b)(1) or under a qualified State tuition plan as defined in 26 U.S.C. § 529(b)(1). Give particulars. (File separately the record(s) of any such interest(s). 11 U.S.C. § 521(c).)	X			
12. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars.	X			
13. Stock and interests in incorporated and unincorporated businesses. Itemize.		**Las Vegas Silicon Valley, LLC** **50% Interest**	-	**5,000.00**
		ACND 1431, LLC **15% Interest**	-	**292,500.00**
		Canamex Nevada, LLC **1.0% Interest**	-	**14,000.00**
		Charleston Falls, LLC **77.7% Interest**	-	**1,416,666.67**
		Dean Martin, LLC **9.0% Interest**	-	**0.00**
		HC Waterstone, LLC **99.9% Interest**	-	**0.00**
		Homestead 2001, LLC **7.4% Interest**	-	**150,000.00**
		HPCH, LLC **100% Interest**	-	**150,000.00**
		Jonathan Company, LLC **23.1% Interest**	-	**0.00**
		McCarran Development, LLC	-	**0.00**
		Realized Gains, LLC **50% Interest**	-	**0.00**
		San Lucas, LLC **50% Interest**	-	**0.00**
			Sub-Total > (Total of this page)	**2,028,166.67**

Sheet **1** of **4** continuation sheets attached to the Schedule of Personal Property

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B6B (Official Form 6B) (12/07) - Cont.

In re **Go Global, Inc.**, Debtor

Case No. **10-14804-BAM**

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

Type of Property	NONE	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
		The Villages, LLC 99.0% Interest	-	**50,000.00**
		War Admiral, LLC 18% Interest	-	**400,000.00**
		Pecan Street Plaza, LLC 15.9% Interest	-	**165,000.00**
		Greater Ashton, LLC 85% Interest	-	**1,176,000.00**
14. Interests in partnerships or joint ventures. Itemize.	X			
15. Government and corporate bonds and other negotiable and nonnegotiable instruments.	X			
16. Accounts receivable.		**John deVries/Gimme Sum Worldwide**	-	**3,111,041.00**
		Alex Maynard	-	**90,305.00**
		Thaddeus A Wier	-	**127,834.00**
		Daniel DeARmas	-	**237,945.00**
		Moses Johnson	-	**48,129.00**
		Sig Rogich	-	**2,747,729.50**
		IRS	-	**300,000.00**
17. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	X			
18. Other liquidated debts owed to debtor including tax refunds. Give particulars.	X			
19. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule A - Real Property.	X			

Sub-Total > **8,453,983.50**
(Total of this page)

Sheet **2** of **4** continuation sheets attached
to the Schedule of Personal Property

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B6B (Official Form 6B) (12/07) - Cont.

In re **Go Global, Inc.**, Debtor

Case No. **10-14804-BAM**

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

Type of Property	NONE	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
20. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	X			
21. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.		**10% ownership interest in the rights to the potential purchase of a Henderson, NV property totaling 12.5 acres (known as the "St. Rose" property)**	-	**170,000.00**
22. Patents, copyrights, and other intellectual property. Give particulars.	X			
23. Licenses, franchises, and other general intangibles. Give particulars.	X			
24. Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. § 101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes.	X			
25. Automobiles, trucks, trailers, and other vehicles and accessories.	X			
26. Boats, motors, and accessories.	X			
27. Aircraft and accessories.	X			
28. Office equipment, furnishings, and supplies.		**Copy Maching, Printer, Computer, Video Projector, Computer Monitors**	-	**6,500.00**
29. Machinery, fixtures, equipment, and supplies used in business.	X			
30. Inventory.	X			
31. Animals.	X			
32. Crops - growing or harvested. Give particulars.	X			
33. Farming equipment and implements.	X			

Sub-Total > (Total of this page) **176,500.00**

Sheet **3** of **4** continuation sheets attached to the Schedule of Personal Property

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B6B (Official Form 6B) (12/07) - Cont.

In re **Go Global, Inc.**, Debtor

Case No. **10-14804-BAM**

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

Type of Property	NONE	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
34. Farm supplies, chemicals, and feed.	X			
35. Other personal property of any kind not already listed. Itemize.	X			

Sub-Total > (Total of this page)	**0.00**
Total >	**10,683,395.23**

Sheet **4** of **4** continuation sheets attached to the Schedule of Personal Property

(Report also on Summary of Schedules)

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B6D (Official Form 6D) (12/07)

In re **Go Global, Inc.**, Debtor

Case No. **10-14804-BAM**

SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number of all entities holding claims secured by property of the debtor as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. List creditors holding all types of secured interests such as judgment liens, garnishments, statutory liens, mortgages, deeds of trust, and other security interests.

List creditors in alphabetical order to the extent practicable. If a minor child is a creditor, the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). If all secured creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor" ,include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H", "W", "J", or "C" in the column labeled "Husband, Wife, Joint, or Community".

If the claim is contingent, place an "X" in the column labeled "Contingent". If the claim is unliquidated, place an "X" in the column labeled "Unliquidated". If the claim is disputed, place an "X" in the column labeled "Disputed". (You may need to place an "X" in more than one of these three columns.)

Total the columns labeled "Amount of Claim Without Deducting Value of Collateral" and "Unsecured Portion, if Any" in the boxes labeled "Total(s)" on the last sheet of the completed schedule. Report the total from the column labeled "Amount of Claim" also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report the total from the column labeled "Unsecured Portion" on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR	Husband, Wife, Joint, or Community H W J C	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
Account No. **0180910033179005001** **Nevada State Bank** **P.O. Box 990** **Las Vegas, NV 89125**	X	-	**3060 E. Post Road, #110** **Las Vegas, NV 89120** Value $ **0.00**				**654,000.00**	**654,000.00**
Account No. Value $								
Account No. Value $								
Account No. Value $								
			Subtotal (Total of this page)				**654,000.00**	**654,000.00**
			Total (Report on Summary of Schedules)				**654,000.00**	**654,000.00**

0 continuation sheets attached

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B6E (Official Form 6E) (12/07)

In re **Go Global, Inc.**, Debtor

Case No. **10-14804-BAM**

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

A complete list of claims entitled to priority, listed separately by type of priority, is to be set forth on the sheets provided. Only holders of unsecured claims entitled to priority should be listed in this schedule. In the boxes provided on the attached sheets, state the name, mailing address, including zip code, and last four digits of the account number, if any, of all entities holding priority claims against the debtor or the property of the debtor, as of the date of the filing of the petition. Use a separate continuation sheet for each type of priority and label each with the type of priority.

The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H-Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of claims listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all claims listed on this Schedule E in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules.

Report the total of amounts entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Report the total of amounts not entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts not entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

■ Check this box if debtor has no creditors holding unsecured priority claims to report on this Schedule E.

TYPES OF PRIORITY CLAIMS (Check the appropriate box(es) below if claims in that category are listed on the attached sheets)

☐ Domestic support obligations

Claims for domestic support that are owed to or recoverable by a spouse, former spouse, or child of the debtor, or the parent, legal guardian, or responsible relative of such a child, or a governmental unit to whom such a domestic support claim has been assigned to the extent provided in 11 U.S.C. § 507(a)(1).

☐ Extensions of credit in an involuntary case

Claims arising in the ordinary course of the debtor's business or financial affairs after the commencement of the case but before the earlier of the appointment of a trustee or the order for relief. 11 U.S.C. § 507(a)(3).

☐ Wages, salaries, and commissions

Wages, salaries, and commissions, including vacation, severance, and sick leave pay owing to employees and commissions owing to qualifying independent sales representatives up to $10,950* per person earned within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(4).

☐ Contributions to employee benefit plans

Money owed to employee benefit plans for services rendered within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(5).

☐ Certain farmers and fishermen

Claims of certain farmers and fishermen, up to $5,400* per farmer or fisherman, against the debtor, as provided in 11 U.S.C. § 507(a)(6).

☐ Deposits by individuals

Claims of individuals up to $2,425* for deposits for the purchase, lease, or rental of property or services for personal, family, or household use, that were not delivered or provided. 11 U.S.C. § 507(a)(7).

☐ Taxes and certain other debts owed to governmental units

Taxes, customs duties, and penalties owing to federal, state, and local governmental units as set forth in 11 U.S.C. § 507(a)(8).

☐ Commitments to maintain the capital of an insured depository institution

Claims based on commitments to the FDIC, RTC, Director of the Office of Thrift Supervision, Comptroller of the Currency, or Board of Governors of the Federal Reserve System, or their predecessors or successors, to maintain the capital of an insured depository institution. 11 U.S.C. § 507 (a)(9).

☐ Claims for death or personal injury while debtor was intoxicated

Claims for death or personal injury resulting from the operation of a motor vehicle or vessel while the debtor was intoxicated from using alcohol, a drug, or another substance. 11 U.S.C. § 507(a)(10).

* Amounts are subject to adjustment on April 1, 2010, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

0 continuation sheets attached

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B6F (Official Form 6F) (12/07)

In re **Go Global, Inc.**, Debtor

Case No. **10-14804-BAM**

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). Do not include claims listed in Schedules D and E. If all creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report this total also on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding unsecured claims to report on this Schedule F.

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR	Husband, Wife, Joint, or Community H W J C	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
Account No. **372717347753005** **American Express** **PO Box 0001** **Los Angeles, CA 90096-0001**	X	-	**Credit Card**				**3,000.00**
Account No. **Antonio Nevada, LLC** **8880 W. Sunset Road** **3rd Floor** **Las Vegas, NV 89148**	X	-	**Signature Loan**	X			**3,800,000.00**
Account No. **Arie Fisher** **16 Rashi Street** **Ra'anana, Israel 43214**		-	**Personal loan**				**41,200.00**
Account No. **31157** **Bailus Cook & Kelesis** **400 S. Fourth Street, Suite 300** **Las Vegas, NV 89101**		-	**Legal Consulting**				**4,800.14**
						Subtotal (Total of this page)	**3,849,000.14**

2 continuation sheets attached

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B6F (Official Form 6F) (12/07) - Cont.

In re **Go Global, Inc.**, Debtor

Case No. **10-14804-BAM**

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR	Husband, Wife, Joint, or Community H W J C	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
Account No. **68181004915099** **Bank Of America** **Po Box 26078** **Greensboro, NC 27420**	X	-	**Business Line of Credit**				**46,774.04**
Account No. **Gordon & Silver** **3960 Howard Hughes Pkwy** **9th Floor** **Las Vegas, NV 89169**	X	-	**Legal Fees**			X	**57,000.00**
Account No. **Hugo R. Paulson** **5024 E. Lafayette Blvd.** **Phoenix, AZ 85018**	X	-	**Partially secured by a pledge of the Debtor's interest in Pecan Street Plaza, LLC**	X		X	**1,803,000.00**
Account No. **Kolesar & Leatham** **3320 W. Sahara Avenue, Ste. 380** **Las Vegas, NV 89102**	X	-	**Legal Consulting**				**17,346.91**
Account No. **LL Bradford & Co.** **8880 W. Sunset Road, 3rd Floor** **Las Vegas, NV 89148**	X	-	**Accounting/Consulting**				**6,000.00**
						Subtotal (Total of this page)	**1,930,120.95**

Sheet no. **1** of **2** sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims

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B6F (Official Form 6F) (12/07) - Cont.

In re **Go Global, Inc.**, Debtor

Case No. **10-14804-BAM**

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR	Husband, Wife, Joint, or Community H W J C	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
Account No. **0180910026431979002** **Nevada State Bank** **P.O. Box 990** **Las Vegas, NV 89125**	X	-	**Business Line of Credit**				**653,000.00**
Account No. **0180910053732049001** **Nevada State Bank** **P.O. Box 990** **Las Vegas, NV 89125**	X	-	**Mt. Charleston Lodge (owned by Mount Charleston View, LLC)**				**1,709,000.00**
Account No. **One Cap Financial** **5440 W. Sahara Avenue** **3rd Floor** **Las Vegas, NV 89145**		-	**290 Acres in Nye County, NV** **300 acre-feet of water rights**	X			**4,100,000.00**
Account No. **Ray Koroghli** **3055 Via Sarafina Avenue** **Henderson, NV 89052**		-	**Legal bills**				**154,900.00**
Account No. **0010039798978529001** **Zions Bank** **P.O. Box 25855** **Salt Lake City, UT 84125**	X	-					**617,763.00**
Sheet no. **2** of **2** sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal (Total of this page)	**7,234,663.00**
						Total (Report on Summary of Schedules)	**13,013,784.09**

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B6G (Official Form 6G) (12/07)

In re **Go Global, Inc.**, Debtor

Case No. **10-14804-BAM**

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Describe all executory contracts of any nature and all unexpired leases of real or personal property. Include any timeshare interests. State nature of debtor's interest in contract, i.e., "Purchaser", "Agent", etc. State whether debtor is the lessor or lessee of a lease. Provide the names and complete mailing addresses of all other parties to each lease or contract described. If a minor child is a party to one of the leases or contracts, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

☐ Check this box if debtor has no executory contracts or unexpired leases.

Name and Mailing Address, Including Zip Code, of Other Parties to Lease or Contract	Description of Contract or Lease and Nature of Debtor's Interest. State whether lease is for nonresidential real property. State contract number of any government contract.
HPCH, LLC 3060 E. Post Road, Ste. 110 Las Vegas, NV 89120	**Office rental space expires 04/30/2012**

0 _____ continuation sheets attached to Schedule of Executory Contracts and Unexpired Leases

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B6H (Official Form 6H) (12/07)

In re **Go Global, Inc.**, Debtor

Case No. **10-14804-BAM**

SCHEDULE H - CODEBTORS

Provide the information requested concerning any person or entity, other than a spouse in a joint case, that is also liable on any debts listed by debtor in the schedules of creditors. Include all guarantors and co-signers. If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within the eight year period immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state, commonwealth, or territory. Include all names used by the nondebtor spouse during the eight years immediately preceding the commencement of this case. If a minor child is a codebtor or a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

☐ Check this box if debtor has no codebtors.

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR
Carlos A. Huerta 3060 E. Post Road #110 Las Vegas, NV 89120	Zions Bank P.O. Box 25855 Salt Lake City, UT 84125
Carlos A. Huerta 3060 E. Post Road #110 Las Vegas, NV 89120	American Express PO Box 0001 Los Angeles, CA 90096-0001
Carlos A. Huerta 3060 E. Post Road #110 Las Vegas, NV 89120	Bank Of America Po Box 26078 Greensboro, NC 27420
Carlos A. Huerta 3060 E. Post Road #110 Las Vegas, NV 89120	Gordon & Silver 3960 Howard Hughes Pkwy 9th Floor Las Vegas, NV 89169
Carlos A. Huerta 3060 E. Post Road #110 Las Vegas, NV 89120	Nevada State Bank P.O. Box 990 Las Vegas, NV 89125
Carlos A. Huerta 3060 E. Post Road #110 Las Vegas, NV 89120	Antonio Nevada, LLC 8880 W. Sunset Road 3rd Floor Las Vegas, NV 89148
Carlos A. Huerta 3060 E. Post Road #110 Las Vegas, NV 89120	Hugo R. Paulson 5024 E. Lafayette Blvd. Phoenix, AZ 85018
Carlos A. Huerta 3060 E. Post Road #110 Las Vegas, NV 89120	LL Bradford & Co. 8880 W. Sunset Road, 3rd Floor Las Vegas, NV 89148
Carlos A. Huerta 3060 E. Post Road #110 Las Vegas, NV 89120	Kolesar & Leatham 3320 W. Sahara Avenue, Ste. 380 Las Vegas, NV 89102
Carlos A. Huerta 3060 E. Post Road #110 Las Vegas, NV 89120	Nevada State Bank P.O. Box 990 Las Vegas, NV 89125
Christine H. Huerta 3060 E. Post Road #110 Las Vegas, NV 89120	Nevada State Bank P.O. Box 990 Las Vegas, NV 89125

1 ____ continuation sheets attached to Schedule of Codebtors

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In re **Go Global, Inc.**, Debtor

Case No. **10-14804-BAM**

SCHEDULE H - CODEBTORS
(Continuation Sheet)

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR
Christine H. Huerta **3060 E. Post Road #110** **Las Vegas, NV 89120**	**Nevada State Bank** **P.O. Box 990** **Las Vegas, NV 89125**
Hugo Paulson **5024 E. Lafayette Blvd.** **Phoenix, AZ 85018**	**Nevada State Bank** **P.O. Box 990** **Las Vegas, NV 89125**
Sigmund Rogich **3883 Howard Hughes Pkwy, Ste 550** **Las Vegas, NV 89169**	**Antonio Nevada, LLC** **8880 W. Sunset Road** **3rd Floor** **Las Vegas, NV 89148**

Sheet **1** of **1** continuation sheets attached to the Schedule of Codebtors

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B6 Declaration (Official Form 6 - Declaration). (12/07)

United States Bankruptcy Court
District of Nevada

In re **Go Global, Inc.** Debtor(s)

Case No. **10-14804-BAM**
Chapter **11**

DECLARATION CONCERNING DEBTOR'S SCHEDULES

DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF CORPORATION OR PARTNERSHIP

I, the President of the corporation named as debtor in this case, declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of **16** sheets, and that they are true and correct to the best of my knowledge, information, and belief.

Date **June 4, 2010** Signature **/s/ Carlos A. Huerta**
Carlos A. Huerta
President

Penalty for making a false statement or concealing property: Fine of up to $500,000 or imprisonment for up to 5 years or both. 18 U.S.C. §§ 152 and 3571.

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B7 (Official Form 7) (12/07)

United States Bankruptcy Court
District of Nevada

In re **Go Global, Inc.** Debtor(s)

Case No. **10-14804-BAM**

Chapter **11**

STATEMENT OF FINANCIAL AFFAIRS

This statement is to be completed by every debtor. Spouses filing a joint petition may file a single statement on which the information for both spouses is combined. If the case is filed under chapter 12 or chapter 13, a married debtor must furnish information for both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. An individual debtor engaged in business as a sole proprietor, partner, family farmer, or self-employed professional, should provide the information requested on this statement concerning all such activities as well as the individual's personal affairs. To indicate payments, transfers and the like to minor children, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112; Fed. R. Bankr. P. 1007(m).

Questions 1 - 18 are to be completed by all debtors. Debtors that are or have been in business, as defined below, also must complete Questions 19 - 25. **If the answer to an applicable question is "None," mark the box labeled "None."** If additional space is needed for the answer to any question, use and attach a separate sheet properly identified with the case name, case number (if known), and the number of the question.

DEFINITIONS

"In business." A debtor is "in business" for the purpose of this form if the debtor is a corporation or partnership. An individual debtor is "in business" for the purpose of this form if the debtor is or has been, within six years immediately preceding the filing of this bankruptcy case, any of the following: an officer, director, managing executive, or owner of 5 percent or more of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership; a sole proprietor or self-employed full-time or part-time. An individual debtor also may be "in business" for the purpose of this form if the debtor engages in a trade, business, or other activity, other than as an employee, to supplement income from the debtor's primary employment.

"Insider." The term "insider" includes but is not limited to: relatives of the debtor; general partners of the debtor and their relatives; corporations of which the debtor is an officer, director, or person in control; officers, directors, and any owner of 5 percent or more of the voting or equity securities of a corporate debtor and their relatives; affiliates of the debtor and insiders of such affiliates; any managing agent of the debtor. 11 U.S.C. § 101.

---

1. Income from employment or operation of business

None ☐ State the gross amount of income the debtor has received from employment, trade, or profession, or from operation of the debtor's business, including part-time activities either as an employee or in independent trade or business, from the beginning of this calendar year to the date this case was commenced. State also the gross amounts received during the **two years** immediately preceding this calendar year. (A debtor that maintains, or has maintained, financial records on the basis of a fiscal rather than a calendar year may report fiscal year income. Identify the beginning and ending dates of the debtor's fiscal year.) If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income of both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT	SOURCE
$0.00	**2010 YTD Income**
$9,833.34	**2009 Income**
$65,410.49	**2008 Income** **AFLPA income = $1,577.11;** **Tomdan International, LLC income = $4,833.34;** **Go Global, Inc. income = $59,000.04;**

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2. Income other than from employment or operation of business

None ☐ State the amount of income received by the debtor other than from employment, trade, profession, or operation of the debtor's business during the **two years** immediately preceding the commencement of this case. Give particulars. If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income for each spouse whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT	SOURCE
$15,000.00	**2008 - Mountain Gaming, LLC**

3. Payments to creditors

None ■ ***Complete a. or b., as appropriate, and c.***

a. *Individual or joint debtor(s) with primarily consumer debts.* List all payments on loans, installment purchases of goods or services, and other debts to any creditor made within **90 days** immediately preceding the commencement of this case unless the aggregate value of all property that constitutes or is affected by such transfer is less than $600. Indicate with an (*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and creditor counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS	AMOUNT PAID	AMOUNT STILL OWING

None ☐ b. *Debtor whose debts are not primarily consumer debts:* List each payment or other transfer to any creditor made within **90 days** immediately preceding the commencement of the case unless the aggregate value of all property that constitutes or is affected by such transfer is less than $5,475. If the debtor is an individual, indicate with an asterisk (*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and creditor counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS/ TRANSFERS	AMOUNT PAID OR VALUE OF TRANSFERS	AMOUNT STILL OWING
Nevada State Bank P.O. Box 990 Las Vegas, NV 89125	**12/31/2009, 02/18/2010, 02/25/2010**	**$15,000.00**	**$654,000.00**

None ☐ c. *All debtors:* List all payments made within **one year** immediately preceding the commencement of this case to or for the benefit of creditors who are or were insiders. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR AND RELATIONSHIP TO DEBTOR	DATE OF PAYMENT	AMOUNT PAID	AMOUNT STILL OWING
Antonio Nevada, LLC 8880 W. Sunset Road 3rd Floor Las Vegas, NV 89148	**09/24/2009**	**$50,000.00**	**$3,800,000.00**

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4. Suits and administrative proceedings, executions, garnishments and attachments

None ☐ a. List all suits and administrative proceedings to which the debtor is or was a party within **one year** immediately preceding the filing of this bankruptcy case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

CAPTION OF SUIT AND CASE NUMBER	NATURE OF PROCEEDING	COURT OR AGENCY AND LOCATION	STATUS OR DISPOSITION
Hugo R. Paulson, individually and as trustee of Hugo R. Paulson SEP IRA vs. Carlos Huerta, an individual; Go Global, Inc., a Nevada Corporation; Does 1 through 10; ROE Corporations 1 through 10 Case No.: CV0901910	**Civil**	**Second Judicial District Court Washoe County, Nevada**	**Pending**
Hugo R. Paulson as trustee of Hugo R. Paulson SEP IRA vs. Anthony Savino; Datasource, LLC, a Nevada limited liability company; Carlos Huerta, an individual; Go Global, Inc., a Nevada corporation; Does 1 through 10; ROE Corporations 1 through 10 Case No.: A9-604085-C - Conversion Case No.: A604085	**Civil**	**District Court Clark County, Nevada**	**Pending**
Go Global, Inc., A Nevada Corporation v John deVries, an individual; Gimme Sum Worldwide, Inc., a Nevada corporation; Gimme Sum California, Inc., a Nevada corporation; Gimme Sum Equipment, Inc., a Nevada corporation; Gimme Sum Franchise Corp., a Nevada corporation; Gimme Sum Louisiana, Inc., a Nevada corporation; Gimme Sum Marketing Fund, Inc., a Nevada corporation; Gimme Mum Minnesota, Inc., a Nevada corporation; Gimme Sum Real Estate Corp., a Nevada corporation...Case No.: A567964	**Breach of Contract**	**Clark County, Nevada**	**Pending**

None ☐ b. Describe all property that has been attached, garnished or seized under any legal or equitable process within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF PERSON FOR WHOSE BENEFIT PROPERTY WAS SEIZED	DATE OF SEIZURE	DESCRIPTION AND VALUE OF PROPERTY
Charleston Falls, LLC c/o Carlos Huerta 3060 E. Post Road, Ste. 110 Las Vegas, NV 89120	**3/5/2010**	**Interests within Mt. Charleston View, LLC $2,500,000.00**

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NAME AND ADDRESS OF PERSON FOR WHOSE BENEFIT PROPERTY WAS SEIZED	DATE OF SEIZURE	DESCRIPTION AND VALUE OF PROPERTY
Mountain Gaming, LLC c/o Carlos Huerta 3060 E. Post Road, Ste. 110 Las Vegas, NV 89120	**3/5/2010**	**Restaurant and bar operation at the top of Mt. Charleston, Nevada. Approximate value - $3,000,000.00**

5. Repossessions, foreclosures and returns

None ■ List all property that has been repossessed by a creditor, sold at a foreclosure sale, transferred through a deed in lieu of foreclosure or returned to the seller, within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR OR SELLER	DATE OF REPOSSESSION, FORECLOSURE SALE, TRANSFER OR RETURN	DESCRIPTION AND VALUE OF PROPERTY

6. Assignments and receiverships

None ■ a. Describe any assignment of property for the benefit of creditors made within **120 days** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include any assignment by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF ASSIGNEE	DATE OF ASSIGNMENT	TERMS OF ASSIGNMENT OR SETTLEMENT

None ■ b. List all property which has been in the hands of a custodian, receiver, or court-appointed official within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CUSTODIAN	NAME AND LOCATION OF COURT CASE TITLE & NUMBER	DATE OF ORDER	DESCRIPTION AND VALUE OF PROPERTY

7. Gifts

None ■ List all gifts or charitable contributions made within **one year** immediately preceding the commencement of this case except ordinary and usual gifts to family members aggregating less than $200 in value per individual family member and charitable contributions aggregating less than $100 per recipient. (Married debtors filing under chapter 12 or chapter 13 must include gifts or contributions by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF PERSON OR ORGANIZATION	RELATIONSHIP TO DEBTOR, IF ANY	DATE OF GIFT	DESCRIPTION AND VALUE OF GIFT

8. Losses

None ■ List all losses from fire, theft, other casualty or gambling within **one year** immediately preceding the commencement of this case **or since the commencement of this case.** (Married debtors filing under chapter 12 or chapter 13 must include losses by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

DESCRIPTION AND VALUE OF PROPERTY	DESCRIPTION OF CIRCUMSTANCES AND, IF LOSS WAS COVERED IN WHOLE OR IN PART BY INSURANCE, GIVE PARTICULARS	DATE OF LOSS

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9. Payments related to debt counseling or bankruptcy

None ☐ List all payments made or property transferred by or on behalf of the debtor to any persons, including attorneys, for consultation concerning debt consolidation, relief under the bankruptcy law or preparation of the petition in bankruptcy within **one year** immediately preceding the commencement of this case.

NAME AND ADDRESS OF PAYEE	DATE OF PAYMENT, NAME OF PAYOR IF OTHER THAN DEBTOR	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY
The Schwartz Law Firm 701 E. Bridger Avenue, Suite 120 Las Vegas, NV 89101	**03/23/2010**	**$25,000.00**

10. Other transfers

None ☐ a. List all other property, other than property transferred in the ordinary course of the business or financial affairs of the debtor, transferred either absolutely or as security within **two years** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF TRANSFEREE, RELATIONSHIP TO DEBTOR	DATE	DESCRIBE PROPERTY TRANSFERRED AND VALUE RECEIVED
Sigmund Rogich Investor/Member	**10/31/2008**	**Eldorado Hills, LLC interest $2,747,729.50 debt**
The Villages, LLC 3060 E. Post Road, Ste. 110 Las Vegas, NV 89120	**Various**	**$32,000**
Ashton Inn LLC 3060 E. Post Road, Ste. 110 Las Vegas, NV 89120	**Various**	**$42,100.00**

None ■ b. List all property transferred by the debtor within **ten years** immediately preceding the commencement of this case to a self-settled trust or similar device of which the debtor is a beneficiary.

NAME OF TRUST OR OTHER DEVICE	DATE(S) OF TRANSFER(S)	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY OR DEBTOR'S INTEREST IN PROPERTY

11. Closed financial accounts

None ☐ List all financial accounts and instruments held in the name of the debtor or for the benefit of the debtor which were closed, sold, or otherwise transferred within **one year** immediately preceding the commencement of this case. Include checking, savings, or other financial accounts, certificates of deposit, or other instruments; shares and share accounts held in banks, credit unions, pension funds, cooperatives, associations, brokerage houses and other financial institutions. (Married debtors filing under chapter 12 or chapter 13 must include information concerning accounts or instruments held by or for either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF INSTITUTION	TYPE OF ACCOUNT, LAST FOUR DIGITS OF ACCOUNT NUMBER, AND AMOUNT OF FINAL BALANCE	AMOUNT AND DATE OF SALE OR CLOSING
Bank of Las Vegas 6001 S. Decatur Blvd., Ste P Las Vegas, NV 89118	**Checking account number ending in 4029**	**10/28/2009 $569.00**
Bank of Las Vegas 6001 S. Decatur Blvd., Ste P Las Vegas, NV 89118	**Money market account number ending in 3111**	**10/28/2009 $3,506.00**

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12. Safe deposit boxes

None ■ List each safe deposit or other box or depository in which the debtor has or had securities, cash, or other valuables within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include boxes or depositories of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF BANK OR OTHER DEPOSITORY	NAMES AND ADDRESSES OF THOSE WITH ACCESS TO BOX OR DEPOSITORY	DESCRIPTION OF CONTENTS	DATE OF TRANSFER OR SURRENDER, IF ANY

13. Setoffs

None ■ List all setoffs made by any creditor, including a bank, against a debt or deposit of the debtor within **90 days** preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATE OF SETOFF	AMOUNT OF SETOFF

14. Property held for another person

None ■ List all property owned by another person that the debtor holds or controls.

NAME AND ADDRESS OF OWNER	DESCRIPTION AND VALUE OF PROPERTY	LOCATION OF PROPERTY

15. Prior address of debtor

None ■ If the debtor has moved within **three years** immediately preceding the commencement of this case, list all premises which the debtor occupied during that period and vacated prior to the commencement of this case. If a joint petition is filed, report also any separate address of either spouse.

ADDRESS	NAME USED	DATES OF OCCUPANCY

16. Spouses and Former Spouses

None ■ If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within **eight years** immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state.

NAME

17. Environmental Information.

For the purpose of this question, the following definitions apply:

"Environmental Law" means any federal, state, or local statute or regulation regulating pollution, contamination, releases of hazardous or toxic substances, wastes or material into the air, land, soil, surface water, groundwater, or other medium, including, but not limited to, statutes or regulations regulating the cleanup of these substances, wastes, or material.

"Site" means any location, facility, or property as defined under any Environmental Law, whether or not presently or formerly owned or operated by the debtor, including, but not limited to, disposal sites.

"Hazardous Material" means anything defined as a hazardous waste, hazardous substance, toxic substance, hazardous material, pollutant, or contaminant or similar term under an Environmental Law

None ■ a. List the name and address of every site for which the debtor has received notice in writing by a governmental unit that it may be liable or potentially liable under or in violation of an Environmental Law. Indicate the governmental unit, the date of the notice, and, if known, the Environmental Law:

SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW

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None ■ b. List the name and address of every site for which the debtor provided notice to a governmental unit of a release of Hazardous Material. Indicate the governmental unit to which the notice was sent and the date of the notice.

SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW

None ■ c. List all judicial or administrative proceedings, including settlements or orders, under any Environmental Law with respect to which the debtor is or was a party. Indicate the name and address of the governmental unit that is or was a party to the proceeding, and the docket number.

NAME AND ADDRESS OF GOVERNMENTAL UNIT	DOCKET NUMBER	STATUS OR DISPOSITION

18 . Nature, location and name of business

None ☐ a. *If the debtor is an individual*, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was an officer, director, partner, or managing executive of a corporation, partner in a partnership, sole proprietor, or was self-employed in a trade, profession, or other activity either full- or part-time within **six years** immediately preceding the commencement of this case, or in which the debtor owned 5 percent or more of the voting or equity securities within **six years** immediately preceding the commencement of this case.

If the debtor is a partnership, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities, within **six years** immediately preceding the commencement of this case.

If the debtor is a corporation, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities within **six years** immediately preceding the commencement of this case.

NAME	LAST FOUR DIGITS OF SOCIAL-SECURITY OR OTHER INDIVIDUAL TAXPAYER-I.D. NO. (ITIN)/ COMPLETE EIN	ADDRESS	NATURE OF BUSINESS	BEGINNING AND ENDING DATES
Go Global, Inc.	**88-0432565**	**300 E. Post Road Ste. 110 Las Vegas, NV 89120**	**Real Estate Brokerage and Investment**	**07/29/1997-Present**
BV 86, LLC		**5451 South Durango Drive Las Vegas, NV 89113**	**Real Estate Investment Dissolved**	**10/2007-12/2008**
Charleston Falls, LLC	**20-515-7867**	**3060 E. Post Road, Ste. 110 Las Vegas, NV 89120**	**Real Estate Investment**	**06/2006-Present**
Eldorado II, LLC		**3883 Howard Hughes Pkwy, #590 Las Vegas, NV 89169**	**Established to acquire property Dissolved**	**08/2007-08-2009**
Mt. Charleston View, LLC	**06-1758575**	**3060 E. Post Road, Ste. 110 Las Vegas, NV 89120**	**Real Estate Investment**	**09-2005-**
HPCH, LLC	**06-1758580**	**3060 E. Post Road, Ste. 110 Las Vegas, NV 89120**	**Real Estate Investment**	**09/2005-Present**
Realized Gains, LLC	**20-4715600**	**3060 E. Post Road, Ste. 110 Las Vegas, NV 89120**	**Real Estate Investment**	**04/2005-03/2010**
The Villages, LLC	**20-4922242**	**3060 E. Post Road, Ste. 110 Las Vegas, NV 89120**	**Real Estate Investment**	**03/2006-Present**
Homestead 2001, LLC	**88-0484401**	**3060 E. Post Road, Ste. 110 Las Vegas, NV 89120**	**Real Estate Investment**	**01/2001-Present**

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None ☐ b. Identify any business listed in response to subdivision a., above, that is "single asset real estate" as defined in 11 U.S.C. § 101.

NAME	ADDRESS
HPCH, LLC	**3060 E. Post Road, Ste. 110 Las Vegas, NV 89120**
The Villages, LLC	**3060 E. Post Road, Ste. 110 Las Vegas, NV 89120**

The following questions are to be completed by every debtor that is a corporation or partnership and by any individual debtor who is or has been, within **six years** immediately preceding the commencement of this case, any of the following: an officer, director, managing executive, or owner of more than 5 percent of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership, a sole proprietor or self-employed in a trade, profession, or other activity, either full- or part-time.

*(An individual or joint debtor should complete this portion of the statement **only** if the debtor is or has been in business, as defined above, within six years immediately preceding the commencement of this case. A debtor who has not been in business within those six years should go directly to the signature page.)*

19. Books, records and financial statements

None ☐ a. List all bookkeepers and accountants who within **two years** immediately preceding the filing of this bankruptcy case kept or supervised the keeping of books of account and records of the debtor.

NAME AND ADDRESS	DATES SERVICES RENDERED
Lynda Keeton CPA, LLC 375 N. Stephanie Street Bldg. 2 Henderson, NV 89014	**01/2010-Present**
LL Bradford & Co. 8880 W. Sunset Road, 3rd Floor Las Vegas, NV 89148	**12/1997-Present**
Shelby Keefer CPA 7201 W. Lake Mead Blvd. Ste. 502 Las Vegas, NV 89128	**04/2008-Present**

None ☐ b. List all firms or individuals who within the **two years** immediately preceding the filing of this bankruptcy case have audited the books of account and records, or prepared a financial statement of the debtor.

NAME	ADDRESS	DATES SERVICES RENDERED
Summer Rellamas	**1182 Claire Rose Avenue Las Vegas, NV 89183**	**02/2005-09/2009**

None ☐ c. List all firms or individuals who at the time of the commencement of this case were in possession of the books of account and records of the debtor. If any of the books of account and records are not available, explain.

NAME	ADDRESS
Lynda Keeton CPA, LLC	**375 N. Stephanie Street Bldg. 2 Henderson, NV 89014**
LL Bradford & Co.	**8880 W. Sunset Road, 3rd Floor Las Vegas, NV 89148**
Shelby Keefer CPA	**7201 W. Lake Mead Blvd. Ste. 502 Las Vegas, NV 89128**

None ☐ d. List all financial institutions, creditors and other parties, including mercantile and trade agencies, to whom a financial statement was issued by the debtor within **two years** immediately preceding the commencement of this case.

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NAME AND ADDRESS
Nevada State Bank
750 E. Warm Springs Road, 4th Floor
Las Vegas, NV 89119

DATE ISSUED
04/2008

City National Bank
555 South Flower Street
Los Angeles, CA 90071

06/2009

20. Inventories

None ■ a. List the dates of the last two inventories taken of your property, the name of the person who supervised the taking of each inventory, and the dollar amount and basis of each inventory.

DATE OF INVENTORY	INVENTORY SUPERVISOR	DOLLAR AMOUNT OF INVENTORY (Specify cost, market or other basis)

None ■ b. List the name and address of the person having possession of the records of each of the two inventories reported in a., above.

DATE OF INVENTORY	NAME AND ADDRESSES OF CUSTODIAN OF INVENTORY RECORDS

21 . Current Partners, Officers, Directors and Shareholders

None ■ a. If the debtor is a partnership, list the nature and percentage of partnership interest of each member of the partnership.

NAME AND ADDRESS	NATURE OF INTEREST	PERCENTAGE OF INTEREST

None ☐ b. If the debtor is a corporation, list all officers and directors of the corporation, and each stockholder who directly or indirectly owns, controls, or holds 5 percent or more of the voting or equity securities of the corporation.

NAME AND ADDRESS	TITLE	NATURE AND PERCENTAGE OF STOCK OWNERSHIP
Christine Huerta	**Secretary**	
Joseph Rainone	**Treasurer**	

22 . Former partners, officers, directors and shareholders

None ■ a. If the debtor is a partnership, list each member who withdrew from the partnership within **one year** immediately preceding the commencement of this case.

NAME	ADDRESS	DATE OF WITHDRAWAL

None ■ b. If the debtor is a corporation, list all officers, or directors whose relationship with the corporation terminated within **one year** immediately preceding the commencement of this case.

NAME AND ADDRESS	TITLE	DATE OF TERMINATION

23 . Withdrawals from a partnership or distributions by a corporation

None ■ If the debtor is a partnership or corporation, list all withdrawals or distributions credited or given to an insider, including compensation in any form, bonuses, loans, stock redemptions, options exercised and any other perquisite during **one year** immediately preceding the commencement of this case.

NAME & ADDRESS OF RECIPIENT, RELATIONSHIP TO DEBTOR	DATE AND PURPOSE OF WITHDRAWAL	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY

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24. Tax Consolidation Group.

None ■ If the debtor is a corporation, list the name and federal taxpayer identification number of the parent corporation of any consolidated group for tax purposes of which the debtor has been a member at any time within **six years** immediately preceding the commencement of the case.

NAME OF PARENT CORPORATION — TAXPAYER IDENTIFICATION NUMBER (EIN)

25. Pension Funds.

None ■ If the debtor is not an individual, list the name and federal taxpayer identification number of any pension fund to which the debtor, as an employer, has been responsible for contributing at any time within **six years** immediately preceding the commencement of the case.

NAME OF PENSION FUND — TAXPAYER IDENTIFICATION NUMBER (EIN)

DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF CORPORATION OR PARTNERSHIP

I declare under penalty of perjury that I have read the answers contained in the foregoing statement of financial affairs and any attachments thereto and that they are true and correct to the best of my knowledge, information and belief.

Date **June 4, 2010** Signature **/s/ Carlos A. Huerta**
Carlos A. Huerta
President

[An individual signing on behalf of a partnership or corporation must indicate position or relationship to debtor.]

Penalty for making a false statement: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

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United States Bankruptcy Court
District of Nevada

In re **Go Global, Inc.** Debtor(s)

Case No. **10-14804-BAM**

Chapter **11**

DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR(S)

1. Pursuant to 11 U.S.C. § 329(a) and Bankruptcy Rule 2016(b), I certify that I am the attorney for the above-named debtor and that compensation paid to me within one year before the filing of the petition in bankruptcy, or agreed to be paid to me, for services rendered or to be rendered on behalf of the debtor(s) in contemplation of or in connection with the bankruptcy case is as follows:

For legal services, I have agreed to accept	$	**25,000.00**
Prior to the filing of this statement I have received	$	**25,000.00**
Balance Due	$	**0.00**

2. $ **1,039.00** of the filing fee has been paid.

3. The source of the compensation paid to me was:

■ Debtor ☐ Other (specify):

4. The source of compensation to be paid to me is:

■ Debtor ☐ Other (specify):

5. ■ I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.

☐ I have agreed to share the above-disclosed compensation with a person or persons who are not members or associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation is attached.

6. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including:

a. Analysis of the debtor's financial situation, and rendering advice to the debtor in determining whether to file a petition in bankruptcy;
b. Preparation and filing of any petition, schedules, statement of affairs and plan which may be required;
c. Representation of the debtor at the meeting of creditors and confirmation hearing, and any adjourned hearings thereof;
d. [Other provisions as needed]
See the Schwartz Law Firm's detailed retention application for a description of the monies received and fees earned.

7. By agreement with the debtor(s), the above-disclosed fee does not include the following service:

CERTIFICATION

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the debtor(s) in this bankruptcy proceeding.

Dated: **June 4, 2010**

/s/ Samuel A. Schwartz. Esq.
Samuel A. Schwartz. Esq. 10985
The Schwartz Law Firm
701 E. Bridger Avenue, Suite 120
Las Vegas, NV 89101
(702) 385-5544 Fax: (702) 385-2741
sam@schwartzlawyers.com

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United States Bankruptcy Court
District of Nevada

In re **Go Global, Inc.**, Debtor

Case No. **10-14804-BAM**

Chapter **11**

LIST OF EQUITY SECURITY HOLDERS

Following is the list of the Debtor's equity security holders which is prepared in accordance with Rule 1007(a)(3) for filing in this chapter 11 case.

Name and last known address or place of business of holder	Security Class	Number of Securities	Kind of Interest
Carlos A. Huerta 3060 E. Post Road, Ste.110 Las Vegas, NV 89120	**Common Stock**	**1**	**100%**

DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF CORPORATION OR PARTNERSHIP

I, the President of the corporation named as the debtor in this case, declare under penalty of perjury that I have read the foregoing List of Equity Security Holders and that it is true and correct to the best of my information and belief.

Date **June 4, 2010**

Signature **/s/ Carlos A. Huerta**
Carlos A. Huerta
President

Penalty for making a false statement or concealing property: Fine of up to $500,000 or imprisonment for up to 5 years or both. 18 U.S.C §§ 152 and 3571.

0 continuation sheets attached to List of Equity Security Holders

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United States Bankruptcy Court
District of Nevada

In re **Go Global, Inc.** Debtor(s)

Case No. **10-14804-BAM**
Chapter **11**

VERIFICATION OF CREDITOR MATRIX

I, the President of the corporation named as the debtor in this case, hereby verify that the attached list of creditors is true and correct to the best of my knowledge.

Date: **June 4, 2010**

/s/ Carlos A. Huerta
Carlos A. Huerta/President
Signer/Title

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6/04/10 3:54PM

E-filed on June 4, 2010

Samuel A. Schwartz. Esq.
Name
10985
Bar Code #
701 E. Bridger Avenue, Suite 120
Las Vegas, NV 89101
Address
(702) 385-5544
Phone Number

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

In re: **Go Global, Inc.**

Debtor(s)

Case # **10-14804-BAM**
Chapter **11**
Trustee

AMENDMENT COVER SHEET

Amendment(s) to the following are transmitted herewith. Check all that apply.

( ) Petition (must be signed by debtor ***and*** attorney for debtor per Fed. R. Bankr. P. 9011)
( ) Summary of Schedules
( ) Schedule A - Real Property
( ) Schedule B - Personal Property
( ) Schedule C - Property Claimed as Exempt
(x) Schedule D, E, or F, and/or Matrix, and/or List of Creditors or Equity Holders
  (x) Add/delete creditor(s), change amount or classification of debt - **$26.00 fee required**
  ( ) Add/change address of already listed creditor, add name/address of attorney for already listed creditor, amend petition, attach new petition on converted case, supply missing document(s) - **no fee**

* Must provide diskette and comply with Local Rule 1007 if add/delete creditor or add/change address of already listed creditor

( ) Schedule G - Schedule of Executory Contracts & Unexpired Leases
( ) Schedule H - Codebtors
( ) Schedule I - Current Income of Individual Debtor(s)
( ) Schedule J - Current Expenditures of Individual Debtor(s)
( ) Statement of Financial Affairs

Declaration of Debtor

I (We) declare under penalty of perjury that the information set forth in the amendment(s) attached hereto is (are) true and correct to the best of my (our) information and belief.

/s/ Carlos A. Huerta
Carlos A. Huerta
Debtor's Signature
Date: June 4, 2010

(Revised 4/19/04)

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Go Global, Inc.
3060 E. Post Road #110
Las Vegas, NV 89120

Samuel A. Schwartz. Esq.
The Schwartz Law Firm
701 E. Bridger Avenue, Suite 120
Las Vegas, NV 89101

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

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

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

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

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

Arie Fisher
16 Rashi Street
Ra'anana, Israel 43214

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

Bailus Cook & Kelesis
Acct No 31157
400 S. Fourth Street, Suite 300
Las Vegas, NV 89101

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

Carlos A. Huerta
3060 E. Post Road #110
Las Vegas, NV 89120

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

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

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

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

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

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

Kolesar & Leatham
3320 W. Sahara Avenue, Ste. 380
Las Vegas, NV 89102

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

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

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

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

Ray Koroghli
3055 Via Sarafina Avenue
Henderson, NV 89052

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

Zions Bank
Acct No 0010039798978529001
P.O. Box 25855
Salt Lake City, UT 84125

United States Bankruptcy Court
District of Nevada

In re **Go Global, Inc.** Debtor(s)

Case No. **10-14804-BAM**
Chapter **11**

CORPORATE OWNERSHIP STATEMENT (RULE 7007.1)

Pursuant to Federal Rule of Bankruptcy Procedure 7007.1 and to enable the Judges to evaluate possible disqualification or recusal, the undersigned counsel for **Go Global, Inc.** in the above captioned action, certifies that the following is a (are) corporation(s), other than the debtor or a governmental unit, that directly or indirectly own(s) 10% or more of any class of the corporation's(s') equity interests, or states that there are no entities to report under FRBP 7007.1:

■ None [*Check if applicable*]

June 4, 2010
Date

/s/ Samuel A. Schwartz. Esq.
Samuel A. Schwartz. Esq. 10985
Signature of Attorney or Litigant
Counsel for **Go Global, Inc.**

The Schwartz Law Firm
701 E. Bridger Avenue, Suite 120
Las Vegas, NV 89101
(702) 385-5544 Fax:(702) 385-2741
sam@schwartzlawyers.com

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EXHIBIT 6

1/19/12 2:49PM

E-filed on January 19, 2012

Samuel A. Schwartz, Esq.
Name
10985
Bar Code #
6623 Las Vegas Blvd. South, Suite 300
Las Vegas, NV 89119
Address
(702) 385-5544
Phone Number

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

In re: Go Global, Inc.

Case # 10-14804-BAM
Chapter 11
Trustee

Debtor(s)

AMENDMENT COVER SHEET

Amendment(s) to the following are transmitted herewith. Check all that apply.

( ) Petition (must be signed by debtor *and* attorney for debtor per Fed. R. Bankr. P. 9011)

( ) Summary of Schedules

( ) Schedule A - Real Property

( ) Schedule B - Personal Property

( ) Schedule C - Property Claimed as Exempt

( ) Schedule D, E, or F, and/or Matrix, and/or List of Creditors or Equity Holders

  ( ) Add/delete creditor(s), change amount or classification of debt - **$30.00 fee required**

  ( ) Add/change address of already listed creditor, add name/address of attorney for already listed creditor, amend petition, attach new petition on converted case, supply missing document(s) - **no fee**

* Must provide diskette and comply with Local Rule 1007 if add/delete creditor or add/change address of already listed creditor

( ) Schedule G - Schedule of Executory Contracts & Unexpired Leases

( ) Schedule H - Codebtors

( ) Schedule I - Current Income of Individual Debtor(s)

( ) Schedule J - Current Expenditures of Individual Debtor(s)

(x) Statement of Financial Affairs

Declaration of Debtor

I (We) declare under penalty of perjury that the information set forth in the amendment(s) attached hereto is (are) true and correct to the best of my (our) information and belief.

/s/ Carlos A. Huerta
Carlos A. Huerta
Debtor's Signature
Date: January 19, 2012

(Revised 4/19/04)

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B7 (Official Form 7) (12/07)

United States Bankruptcy Court
District of Nevada

In re **Go Global, Inc.** Debtor(s)

Case No. **10-14804-BAM**

Chapter **11**

STATEMENT OF FINANCIAL AFFAIRS - AMENDED

This statement is to be completed by every debtor. Spouses filing a joint petition may file a single statement on which the information for both spouses is combined. If the case is filed under chapter 12 or chapter 13, a married debtor must furnish information for both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. An individual debtor engaged in business as a sole proprietor, partner, family farmer, or self-employed professional, should provide the information requested on this statement concerning all such activities as well as the individual's personal affairs. To indicate payments, transfers and the like to minor children, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112; Fed. R. Bankr. P. 1007(m).

Questions 1 - 18 are to be completed by all debtors. Debtors that are or have been in business, as defined below, also must complete Questions 19 - 25. **If the answer to an applicable question is "None," mark the box labeled "None."** If additional space is needed for the answer to any question, use and attach a separate sheet properly identified with the case name, case number (if known), and the number of the question.

DEFINITIONS

"In business." A debtor is "in business" for the purpose of this form if the debtor is a corporation or partnership. An individual debtor is "in business" for the purpose of this form if the debtor is or has been, within six years immediately preceding the filing of this bankruptcy case, any of the following: an officer, director, managing executive, or owner of 5 percent or more of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership; a sole proprietor or self-employed full-time or part-time. An individual debtor also may be "in business" for the purpose of this form if the debtor engages in a trade, business, or other activity, other than as an employee, to supplement income from the debtor's primary employment.

"Insider." The term "insider" includes but is not limited to: relatives of the debtor; general partners of the debtor and their relatives; corporations of which the debtor is an officer, director, or person in control; officers, directors, and any owner of 5 percent or more of the voting or equity securities of a corporate debtor and their relatives; affiliates of the debtor and insiders of such affiliates; any managing agent of the debtor. 11 U.S.C. § 101.

---

1. Income from employment or operation of business

None ☐ State the gross amount of income the debtor has received from employment, trade, or profession, or from operation of the debtor's business, including part-time activities either as an employee or in independent trade or business, from the beginning of this calendar year to the date this case was commenced. State also the gross amounts received during the two years immediately preceding this calendar year. (A debtor that maintains, or has maintained, financial records on the basis of a fiscal rather than a calendar year may report fiscal year income. Identify the beginning and ending dates of the debtor's fiscal year.) If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income of both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT	SOURCE
$0.00	**2010 YTD Income**
$9,833.34	**2009 Income**
$65,410.49	**2008 Income** **AFLPA income = $1,577.11;** **Tomdan International, LLC income = $4,833.34;** **Go Global, Inc. income = $59,000.04;**

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2. Income other than from employment or operation of business

None ☐ State the amount of income received by the debtor other than from employment, trade, profession, or operation of the debtor's business during the **two years** immediately preceding the commencement of this case. Give particulars. If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income for each spouse whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT	SOURCE
$15,000.00	**2008 - Mountain Gaming, LLC**

3. Payments to creditors

None ■ *Complete a. or b., as appropriate, and c.*

a. *Individual or joint debtor(s) with primarily consumer debts.* List all payments on loans, installment purchases of goods or services, and other debts to any creditor made within **90 days** immediately preceding the commencement of this case unless the aggregate value of all property that constitutes or is affected by such transfer is less than $600. Indicate with an (*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and creditor counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS	AMOUNT PAID	AMOUNT STILL OWING

None ☐ b. *Debtor whose debts are not primarily consumer debts:* List each payment or other transfer to any creditor made within **90 days** immediately preceding the commencement of the case unless the aggregate value of all property that constitutes or is affected by such transfer is less than $5,475. If the debtor is an individual, indicate with an asterisk (*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and creditor counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS/ TRANSFERS	AMOUNT PAID OR VALUE OF TRANSFERS	AMOUNT STILL OWING
Nevada State Bank P.O. Box 990 Las Vegas, NV 89125	**12/31/2009, 02/18/2010, 02/25/2010**	**$15,000.00**	**$654,000.00**

None ☐ c. *All debtors:* List all payments made within **one year** immediately preceding the commencement of this case to or for the benefit of creditors who are or were insiders. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR AND RELATIONSHIP TO DEBTOR	DATE OF PAYMENT	AMOUNT PAID	AMOUNT STILL OWING
Antonio Nevada, LLC 8880 W. Sunset Road 3rd Floor Las Vegas, NV 89148	**09/24/2009**	**$50,000.00**	**$3,800,000.00**

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4. Suits and administrative proceedings, executions, garnishments and attachments

None ☐ a. List all suits and administrative proceedings to which the debtor is or was a party within one year immediately preceding the filing of this bankruptcy case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

CAPTION OF SUIT AND CASE NUMBER	NATURE OF PROCEEDING	COURT OR AGENCY AND LOCATION	STATUS OR DISPOSITION
Hugo R. Paulson, individually and as trustee of Hugo R. Paulson SEP IRA vs. Carlos Huerta, an individual; Go Global, Inc., a Nevada Corporation; Does 1 through 10; ROE Corporations 1 through 10 Case No.: CV0901910	**Civil**	**Second Judicial District Court Washoe County, Nevada**	**Pending**
Hugo R. Paulson as trustee of Hugo R. Paulson SEP IRA vs. Anthony Savino; Datasource, LLC, a Nevada limited liability company; Carlos Huerta, an individual; Go Global, Inc., a Nevada corporation; Does 1 through 10; ROE Corporations 1 through 10 Case No.: A9-604085-C - Conversion Case No.: A604085	**Civil**	**District Court Clark County, Nevada**	**Pending**
Go Global, Inc., A Nevada Corporation v John deVries, an individual; Gimme Sum Worldwide, Inc., a Nevada corporation; Gimme Sum California, Inc., a Nevada corporation; Gimme Sum Equipment, Inc., a Nevada corporation; Gimme Sum Franchise Corp., a Nevada corporation; Gimme Sum Louisiana, Inc., a Nevada corporation; Gimme Sum Marketing Fund, Inc., a Nevada corporation; Gimme Mum Minnesota, Inc., a Nevada corporation; Gimme Sum Real Estate Corp., a Nevada corporation...Case No.: A567964	**Breach of Contract**	**Clark County, Nevada**	**Pending**

None ☐ b. Describe all property that has been attached, garnished or seized under any legal or equitable process within one year immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF PERSON FOR WHOSE BENEFIT PROPERTY WAS SEIZED	DATE OF SEIZURE	DESCRIPTION AND VALUE OF PROPERTY
Charleston Falls, LLC c/o Carlos Huerta 3060 E. Post Road, Ste. 110 Las Vegas, NV 89120	**3/5/2010**	**Interests within Mt. Charleston View, LLC $2,500,000.00**

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NAME AND ADDRESS OF PERSON FOR WHOSE BENEFIT PROPERTY WAS SEIZED	DATE OF SEIZURE	DESCRIPTION AND VALUE OF PROPERTY
Mountain Gaming, LLC c/o Carlos Huerta 3060 E. Post Road, Ste. 110 Las Vegas, NV 89120	**3/5/2010**	**Restaurant and bar operation at the top of Mt. Charleston, Nevada. Approximate value - $3,000,000.00**

5. Repossessions, foreclosures and returns

None ■ List all property that has been repossessed by a creditor, sold at a foreclosure sale, transferred through a deed in lieu of foreclosure or returned to the seller, within one year immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR OR SELLER	DATE OF REPOSSESSION, FORECLOSURE SALE, TRANSFER OR RETURN	DESCRIPTION AND VALUE OF PROPERTY

6. Assignments and receiverships

None ■ a. Describe any assignment of property for the benefit of creditors made within 120 days immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include any assignment by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF ASSIGNEE	DATE OF ASSIGNMENT	TERMS OF ASSIGNMENT OR SETTLEMENT

None ■ b. List all property which has been in the hands of a custodian, receiver, or court-appointed official within one year immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CUSTODIAN	NAME AND LOCATION OF COURT CASE TITLE & NUMBER	DATE OF ORDER	DESCRIPTION AND VALUE OF PROPERTY

7. Gifts

None ■ List all gifts or charitable contributions made within one year immediately preceding the commencement of this case except ordinary and usual gifts to family members aggregating less than $200 in value per individual family member and charitable contributions aggregating less than $100 per recipient. (Married debtors filing under chapter 12 or chapter 13 must include gifts or contributions by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF PERSON OR ORGANIZATION	RELATIONSHIP TO DEBTOR, IF ANY	DATE OF GIFT	DESCRIPTION AND VALUE OF GIFT

8. Losses

None ■ List all losses from fire, theft, other casualty or gambling within one year immediately preceding the commencement of this case or since the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include losses by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

DESCRIPTION AND VALUE OF PROPERTY	DESCRIPTION OF CIRCUMSTANCES AND, IF LOSS WAS COVERED IN WHOLE OR IN PART BY INSURANCE, GIVE PARTICULARS	DATE OF LOSS

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9. Payments related to debt counseling or bankruptcy

None ☐ List all payments made or property transferred by or on behalf of the debtor to any persons, including attorneys, for consultation concerning debt consolidation, relief under the bankruptcy law or preparation of the petition in bankruptcy within one year immediately preceding the commencement of this case.

NAME AND ADDRESS OF PAYEE	DATE OF PAYMENT, NAME OF PAYOR IF OTHER THAN DEBTOR	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY
The Schwartz Law Firm 701 E. Bridger Avenue, Suite 120 Las Vegas, NV 89101	**03/23/2010**	**$25,000.00**

10. Other transfers

None ☐ a. List all other property, other than property transferred in the ordinary course of the business or financial affairs of the debtor, transferred either absolutely or as security within two years immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF TRANSFEREE, RELATIONSHIP TO DEBTOR	DATE	DESCRIBE PROPERTY TRANSFERRED AND VALUE RECEIVED
Sigmund Rogich Investor/Member	**10/31/2008**	**Eldorado Hills, LLC interest $2,747,729.50 debt**
The Villages, LLC 3060 E. Post Road, Ste. 110 Las Vegas, NV 89120	**Various**	**$32,000**
Ashton Inn LLC 3060 E. Post Road, Ste. 110 Las Vegas, NV 89120	**Various**	**$42,100.00**

None ■ b. List all property transferred by the debtor within ten years immediately preceding the commencement of this case to a self-settled trust or similar device of which the debtor is a beneficiary.

NAME OF TRUST OR OTHER DEVICE	DATE(S) OF TRANSFER(S)	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY OR DEBTOR'S INTEREST IN PROPERTY

11. Closed financial accounts

None ☐ List all financial accounts and instruments held in the name of the debtor or for the benefit of the debtor which were closed, sold, or otherwise transferred within one year immediately preceding the commencement of this case. Include checking, savings, or other financial accounts, certificates of deposit, or other instruments; shares and share accounts held in banks, credit unions, pension funds, cooperatives, associations, brokerage houses and other financial institutions. (Married debtors filing under chapter 12 or chapter 13 must include information concerning accounts or instruments held by or for either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF INSTITUTION	TYPE OF ACCOUNT, LAST FOUR DIGITS OF ACCOUNT NUMBER, AND AMOUNT OF FINAL BALANCE	AMOUNT AND DATE OF SALE OR CLOSING
Bank of Las Vegas 6001 S. Decatur Blvd., Ste P Las Vegas, NV 89118	**Checking account number ending in 4029**	**10/28/2009 $569.00**
Bank of Las Vegas 6001 S. Decatur Blvd., Ste P Las Vegas, NV 89118	**Money market account number ending in 3111**	**10/28/2009 $3,506.00**

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12. Safe deposit boxes

None ■ List each safe deposit or other box or depository in which the debtor has or had securities, cash, or other valuables within one year immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include boxes or depositories of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF BANK OR OTHER DEPOSITORY	NAMES AND ADDRESSES OF THOSE WITH ACCESS TO BOX OR DEPOSITORY	DESCRIPTION OF CONTENTS	DATE OF TRANSFER OR SURRENDER, IF ANY

13. Setoffs

None ■ List all setoffs made by any creditor, including a bank, against a debt or deposit of the debtor within 90 days preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATE OF SETOFF	AMOUNT OF SETOFF

14. Property held for another person

None ■ List all property owned by another person that the debtor holds or controls.

NAME AND ADDRESS OF OWNER	DESCRIPTION AND VALUE OF PROPERTY	LOCATION OF PROPERTY

15. Prior address of debtor

None ■ If the debtor has moved within three years immediately preceding the commencement of this case, list all premises which the debtor occupied during that period and vacated prior to the commencement of this case. If a joint petition is filed, report also any separate address of either spouse.

ADDRESS	NAME USED	DATES OF OCCUPANCY

16. Spouses and Former Spouses

None ■ If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within eight years immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state.

NAME

17. Environmental Information.

For the purpose of this question, the following definitions apply:

"Environmental Law" means any federal, state, or local statute or regulation regulating pollution, contamination, releases of hazardous or toxic substances, wastes or material into the air, land, soil, surface water, groundwater, or other medium, including, but not limited to, statutes or regulations regulating the cleanup of these substances, wastes, or material.

"Site" means any location, facility, or property as defined under any Environmental Law, whether or not presently or formerly owned or operated by the debtor, including, but not limited to, disposal sites.

"Hazardous Material" means anything defined as a hazardous waste, hazardous substance, toxic substance, hazardous material, pollutant, or contaminant or similar term under an Environmental Law

None ■ a. List the name and address of every site for which the debtor has received notice in writing by a governmental unit that it may be liable or potentially liable under or in violation of an Environmental Law. Indicate the governmental unit, the date of the notice, and, if known, the Environmental Law:

SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW

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None ■ b. List the name and address of every site for which the debtor provided notice to a governmental unit of a release of Hazardous Material. Indicate the governmental unit to which the notice was sent and the date of the notice.

SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW

None ■ c. List all judicial or administrative proceedings, including settlements or orders, under any Environmental Law with respect to which the debtor is or was a party. Indicate the name and address of the governmental unit that is or was a party to the proceeding, and the docket number.

NAME AND ADDRESS OF GOVERNMENTAL UNIT	DOCKET NUMBER	STATUS OR DISPOSITION

18 . Nature, location and name of business

None ☐ a. *If the debtor is an individual*, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was an officer, director, partner, or managing executive of a corporation, partner in a partnership, sole proprietor, or was self-employed in a trade, profession, or other activity either full- or part-time within six years immediately preceding the commencement of this case, or in which the debtor owned 5 percent or more of the voting or equity securities within six years immediately preceding the commencement of this case.

If the debtor is a partnership, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities, within six years immediately preceding the commencement of this case.

If the debtor is a corporation, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities within six years immediately preceding the commencement of this case.

NAME	LAST FOUR DIGITS OF SOCIAL-SECURITY OR OTHER INDIVIDUAL TAXPAYER-I.D. NO. (ITIN)/ COMPLETE EIN	ADDRESS	NATURE OF BUSINESS	BEGINNING AND ENDING DATES
Go Global, Inc.	**88-0432565**	**300 E. Post Road Ste. 110 Las Vegas, NV 89120**	**Real Estate Brokerage and Investment**	**07/29/1997-Present**
BV 86, LLC		**5451 South Durango Drive Las Vegas, NV 89113**	**Real Estate Investment Dissolved**	**10/2007-12/2008**
Charleston Falls, LLC	**20-515-7867**	**3060 E. Post Road, Ste. 110 Las Vegas, NV 89120**	**Real Estate Investment**	**06/2006-Present**
Eldorado II, LLC		**3883 Howard Hughes Pkwy, #590 Las Vegas, NV 89169**	**Established to acquire property Dissolved**	**08/2007-08-2009**
Mt. Charleston View, LLC	**06-1758575**	**3060 E. Post Road, Ste. 110 Las Vegas, NV 89120**	**Real Estate Investment**	**09-2005-**
HPCH, LLC	**06-1758580**	**3060 E. Post Road, Ste. 110 Las Vegas, NV 89120**	**Real Estate Investment**	**09/2005-Present**
Realized Gains, LLC	**20-4715600**	**3060 E. Post Road, Ste. 110 Las Vegas, NV 89120**	**Real Estate Investment**	**04/2005-03/2010**
The Villages, LLC	**20-4922242**	**3060 E. Post Road, Ste. 110 Las Vegas, NV 89120**	**Real Estate Investment**	**03/2006-Present**
Homestead 2001, LLC	**88-0484401**	**3060 E. Post Road, Ste. 110 Las Vegas, NV 89120**	**Real Estate Investment**	**01/2001-Present**
ACND-1431, LLC	**88-0462815**	**3060 E. Post Road #110 Las Vegas, NV 89120**	**Land Investment in Cedar Park, TX**	**04/27/2000-Present**
ACND-38, LLC	**88-0505322**	**3441 S. Eastern Avenue Las Vegas, NV 89109**	**Land Investment near Austin, TX**	**02/26/2001-12/28/2006**

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NAME	LAST FOUR DIGITS OF SOCIAL-SECURITY OR OTHER INDIVIDUAL TAXPAYER-I.D. NO. (ITIN)/ COMPLETE EIN	ADDRESS	NATURE OF BUSINESS	BEGINNING AND ENDING DATES
Ashton Development, LLC	20-5169026	3060 E. Post Road #110 Las Vegas, NV 89120	Land Investment in Ashton, Idaho	07/10/2006-Present
Ashton RV, LLC	20-5581899	3060 E. Post Road #110 Las Vegas, NV 89120	RV Park in Ashton, ID	09/15/2006-Present
Ashton Inn, LLC	20-4935318	3060 E. Post Road #110 Las Vegas, NV 89120	Motel in Ashton, Idaho	05/23/2006-Present
CanaMex Nevada, LLC	26-1508635	3060 E. Post Road #110 Las Vegas, NV 89120	Industrial Land in Clark County, Nevada	12/03/2007-12/31/2009
Dean Martin Center, LLC	26-0395369	3060 E. Post Road #110 Las Vegas, NV 89120	Owned land in Las Vegas, Nevada	01/08/2007-12/31/2010
Greater Ashton, LLC	20-5581982	3060 E. Post Road, Ste. 110 Las Vegas, NV 89120	Real Estate Holding Company	09/15/2006-Present
Las Vegas Silicon Valley, LLC		3060 E. Post Road, Ste. 110 Las Vegas, NV 89120		
McCarran Development, LLC	06-1758579	1445 Eastwood Drive Reno, NV 89509	Real Estate Investment Company	09/21/2005-2010
Tomdan International, LLC	77-0644541	3060 E. Post Road, Ste. 110 Las Vegas, NV 89120	Real Estate Investment Company	08/04/2004-04/01/2009

None ☐ b. Identify any business listed in response to subdivision a., above, that is "single asset real estate" as defined in 11 U.S.C. § 101.

NAME	ADDRESS
HPCH, LLC	3060 E. Post Road, Ste. 110 Las Vegas, NV 89120
The Villages, LLC	3060 E. Post Road, Ste. 110 Las Vegas, NV 89120
ACND-1431, LLC	3060 E. Post Road #110 Las Vegas, NV 89120
ACND-38, LLC	3441 S. Eastern Avenue Las Vegas, NV 89109
Ashton Development, LLC	3060 E. Post Road #110 Las Vegas, NV 89120
Ashton RV, LLC	3060 E. Post Road #110 Las Vegas, NV 89120
Ashton Inn, LLC	3060 E. Post Road #110 Las Vegas, NV 89120
CanaMex Nevada, LLC	3060 E. Post Road #110 Las Vegas, NV 89120
Dean Martin Center, LLC	3060 E. Post Road #110 Las Vegas, NV 89120
Greater Ashton, LLC	3060 E. Post Road, Ste. 110 Las Vegas, NV 89120
McCarran Development, LLC	1445 Eastwood Drive Reno, NV 89509

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The following questions are to be completed by every debtor that is a corporation or partnership and by any individual debtor who is or has been, within **six years** immediately preceding the commencement of this case, any of the following: an officer, director, managing executive, or owner of more than 5 percent of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership, a sole proprietor or self-employed in a trade, profession, or other activity, either full- or part-time.

(An individual or joint debtor should complete this portion of the statement only if the debtor is or has been in business, as defined above, within six years immediately preceding the commencement of this case. A debtor who has not been in business within those six years should go directly to the signature page.)

19. Books, records and financial statements

None ☐ a. List all bookkeepers and accountants who within **two years** immediately preceding the filing of this bankruptcy case kept or supervised the keeping of books of account and records of the debtor.

NAME AND ADDRESS	DATES SERVICES RENDERED
Lynda Keeton CPA, LLC **375 N. Stephanie Street** **Bldg. 2** **Henderson, NV 89014**	**01/2010-Present**
LL Bradford & Co. **8880 W. Sunset Road, 3rd Floor** **Las Vegas, NV 89148**	**12/1997-Present**
Shelby Keefer CPA **7201 W. Lake Mead Blvd.** **Ste. 502** **Las Vegas, NV 89128**	**04/2008-Present**

None ☐ b. List all firms or individuals who within the **two years** immediately preceding the filing of this bankruptcy case have audited the books of account and records, or prepared a financial statement of the debtor.

NAME	ADDRESS	DATES SERVICES RENDERED
Summer Rellamas	**1182 Claire Rose Avenue** **Las Vegas, NV 89183**	**02/2005-09/2009**

None ☐ c. List all firms or individuals who at the time of the commencement of this case were in possession of the books of account and records of the debtor. If any of the books of account and records are not available, explain.

NAME	ADDRESS
Lynda Keeton CPA, LLC	**375 N. Stephanie Street** **Bldg. 2** **Henderson, NV 89014**
LL Bradford & Co.	**8880 W. Sunset Road, 3rd Floor** **Las Vegas, NV 89148**
Shelby Keefer CPA	**7201 W. Lake Mead Blvd.** **Ste. 502** **Las Vegas, NV 89128**

None ☐ d. List all financial institutions, creditors and other parties, including mercantile and trade agencies, to whom a financial statement was issued by the debtor within **two years** immediately preceding the commencement of this case.

NAME AND ADDRESS	DATE ISSUED
Nevada State Bank **750 E. Warm Springs Road, 4th Floor** **Las Vegas, NV 89119**	**04/2008**
City National Bank **555 South Flower Street** **Los Angeles, CA 90071**	**06/2009**

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20. Inventories

None ■ a. List the dates of the last two inventories taken of your property, the name of the person who supervised the taking of each inventory, and the dollar amount and basis of each inventory.

DATE OF INVENTORY	INVENTORY SUPERVISOR	DOLLAR AMOUNT OF INVENTORY (Specify cost, market or other basis)

None ■ b. List the name and address of the person having possession of the records of each of the two inventories reported in a., above.

DATE OF INVENTORY	NAME AND ADDRESSES OF CUSTODIAN OF INVENTORY RECORDS

21 . Current Partners, Officers, Directors and Shareholders

None ■ a. If the debtor is a partnership, list the nature and percentage of partnership interest of each member of the partnership.

NAME AND ADDRESS	NATURE OF INTEREST	PERCENTAGE OF INTEREST

None □ b. If the debtor is a corporation, list all officers and directors of the corporation, and each stockholder who directly or indirectly owns, controls, or holds 5 percent or more of the voting or equity securities of the corporation.

NAME AND ADDRESS	TITLE	NATURE AND PERCENTAGE OF STOCK OWNERSHIP
Christine Huerta	**Secretary**	
Joseph Rainone	**Treasurer**	

22 . Former partners, officers, directors and shareholders

None ■ a. If the debtor is a partnership, list each member who withdrew from the partnership within one year immediately preceding the commencement of this case.

NAME	ADDRESS	DATE OF WITHDRAWAL

None ■ b. If the debtor is a corporation, list all officers, or directors whose relationship with the corporation terminated within one year immediately preceding the commencement of this case.

NAME AND ADDRESS	TITLE	DATE OF TERMINATION

23 . Withdrawals from a partnership or distributions by a corporation

None ■ If the debtor is a partnership or corporation, list all withdrawals or distributions credited or given to an insider, including compensation in any form, bonuses, loans, stock redemptions, options exercised and any other perquisite during one year immediately preceding the commencement of this case.

NAME & ADDRESS OF RECIPIENT, RELATIONSHIP TO DEBTOR	DATE AND PURPOSE OF WITHDRAWAL	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY

24. Tax Consolidation Group.

None ■ If the debtor is a corporation, list the name and federal taxpayer identification number of the parent corporation of any consolidated group for tax purposes of which the debtor has been a member at any time within six years immediately preceding the commencement of the case.

NAME OF PARENT CORPORATION	TAXPAYER IDENTIFICATION NUMBER (EIN)

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25. Pension Funds.

None ■ If the debtor is not an individual, list the name and federal taxpayer identification number of any pension fund to which the debtor, as an employer, has been responsible for contributing at any time within six years immediately preceding the commencement of the case.

NAME OF PENSION FUND | TAXPAYER IDENTIFICATION NUMBER (EIN)

DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF CORPORATION OR PARTNERSHIP

I declare under penalty of perjury that I have read the answers contained in the foregoing statement of financial affairs and any attachments thereto and that they are true and correct to the best of my knowledge, information and belief.

Date January 19, 2012 Signature /s/ Carlos A. Huerta
Carlos A. Huerta
President

[An individual signing on behalf of a partnership or corporation must indicate position or relationship to debtor.]

Penalty for making a false statement: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

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EXHIBIT 7

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Nevada Bar No. 10985
Bryan A. Lindsey, Esq.
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Attorneys for the Debtors

E-Filed: April 4, 2011

UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF NEVADA

In re:	) Jointly Administered 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	)
Christine H. Huerta,	) Chapter 11
	)
Debtors.	)
	) Hearing Date:
	) Hearing Time:

JOINT DISCLOSURE STATEMENT OF GO GLOBAL, INC. AND CARLOS AND CHRISTINE HUERTA

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I. INTRODUCTION

This is the Joint Disclosure Statement of Go Global, Inc. and Carlos and Christine Heurta (the "**Disclosure Statement**") in the jointly administered Chapter 11 cases of the above captioned debtors and debtors in possession (the "**Debtors**"). This Disclosure Statement contains information about the Debtors and describes the Joint Plan of Reorganization of Go Global, Inc. and Carlos and Christine Huerta (the "**Plan**") filed by the Debtors

contemporaneously herewith in accordance with the United States Bankruptcy Code, 11 U.S.C. §§ 101, *et seq*. (as amended, the "**Bankruptcy Code**"). A full copy of the Plan is attached to this Disclosure Statement as **Exhibit A**.

YOUR RIGHTS MAY BE AFFECTED. YOU SHOULD READ THE PLAN AND THIS DISCLOSURE STATEMENT CAREFULLY AND DISCUSS THEM WITH YOUR ATTORNEY. IF YOU DO NOT HAVE AN ATTORNEY, YOU MAY WISH TO CONSULT ONE.

The proposed distributions under the Plan are discussed at pages 8-12 of this Disclosure Statement. Secured creditors are classified into two (2) classes, which are then subdivided into sub-classes, and include Class 1 (Secured Unimpaired) and Class 2 (Secured Impaired). Unsecured creditors are classified in three (3) separate classes, which include Classes 3 (Priority Unsecured Claims), 4 (Convenience) and 5 (General Unsecured Creditors). General Unsecured Creditors will be paid in full on account of their allowed claims, to be distributed in 20 equal quarterly payments by Cynthia Bitaut of Baxter Distribution Services (the "**Distribution Agent**"). The Distribution Agent will be authorized to hire attorneys to object to proofs of claim, if necessary, and to collect a reasonable fee for administering the Debtors' post confirmation estate.

PURPOSE OF THIS DOCUMENT

This Disclosure Statement describes:

- The Debtors and the significant events during the Chapter 11 cases;
- How the Plan proposes to treat claims of the type you hold (i.e., what you will receive for your claim if the Plan is confirmed);
- Who can vote on or object to the Plan;
- What factors the United States Bankruptcy Court for the District of Nevada (the "**Court**") will consider when deciding whether to confirm the Plan;
- Why the Debtors believe the Plan is feasible, and how the treatment of your claim under the Plan compares to what you would receive on your claim in liquidation; and
- The effect of confirmation of the Plan.

Be sure to read the Plan as well as the Disclosure Statement. This Disclosure Statement describes the Plan, but it is the confirmed Plan itself that will establish and control your rights.

Deadlines for Voting and Objecting; Date of Plan Confirmation Hearing.

The Court has not yet confirmed the Plan described in this Disclosure Statement. This section describes the procedures pursuant to which the Plan will or will not be confirmed. In addition, included with this Disclosure Statement is the Notice of Confirmation, which describes the objection deadlines and important Court dates relevant here.

Time and Place of the Hearing to Confirm the Plan.

The Court will hold a hearing on **_____, 2011 at __:____ __.m.** to determine whether to confirm the Plan, in Courtroom ____, at the United States Bankruptcy Court for the District of Nevada, 300 South Las Vegas Boulevard, Las Vegas, Nevada, 89101.

Deadline for Voting to Accept or Reject the Plan.

If you are entitled to vote to accept or reject the Plan, enclosed is a ballot describing your claim. Please complete the ballot, as indicated, and return the ballot in the enclosed envelope to the Debtors' counsel, The Schwartz Law Firm, Inc., 701 East Bridger Avenue, Suite 120, Las Vegas, Nevada, 89101, Attn: Samuel A. Schwartz, Esq. See section V. below for a discussion of the voting eligibility requirements.

Your ballot must be received by **_____, 2011,** or it will **NOT** be counted.

Deadline for Objecting to Confirmation of the Plan.

Objections to the confirmation of the Plan must be filed with the Court and served upon (a) the Debtors' counsel, The Schwartz Law Firm, Inc., 701 East Bridger Avenue, Suite 120, Las Vegas, Nevada, 89101, Attn: Samuel A. Schwartz, Esq. and (b) The Office of the United States Trustee, by **_____, 2011**.

This is an individual Chapter 11 bankruptcy with respect to the Huertas in these Chapter 11 cases. Therefore, if the holder of an allowed unsecured claim against the Huertas 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 Huertas' property to be distributed under the Plan, or (b) the projected disposable income of the Huertas (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. The Debtors' proposed payment under the Plan, which is in accordance with section 1129(a)(15) of the Bankruptcy Code, is set forth in **Exhibit D**.

Identity of Person to contact for more information.

If you want additional information about the Plan, you should contact the Debtors' counsel, The Schwartz Law Firm, Inc., 701 East Bridger Avenue, Suite 120, Las Vegas, Nevada, 89101, at 702.385.5544, Attn: Samuel A. Schwartz.

DISCLAIMER

THE COURT APPROVED THIS DISCLOSURE STATEMENT AS CONTAINING ADEQUATE INFORMATION TO ENABLE PARTIES AFFECTED BY THE PLAN TO MAKE AN INFORMED DECISION ABOUT ITS TERMS. THE COURT HAS NOT YET DETERMINED WHETHER THE PLAN MEETS THE LEGAL REQUIREMENTS FOR CONFIRMATION, AND THE FACT THAT THE COURT APPROVED THIS DISCLOSURE STATEMENT DOES NOT CONSTITUTE AN ENDORSEMENT OF THE PLAN BY THE COURT, OR A RECOMMENDATION THAT IT BE ACCEPTED.

II. BACKGROUND

The Debtors

The Debtors in these Chapter 11 cases consist of (i) Carlos and Christine Huerta, husband and wife (the "**Huertas**"), and (ii) Go Global, Inc. ("**Go Global**").

On March 18, 2010 (the "**Huerta Petition Date**"), Carlos and Christine Huerta filed their voluntary petition for relief under Chapter 13 of the Bankruptcy Code. On April 9, 2010, the Huertas' bankruptcy was converted to a Chapter 11 case.

On March 23, 2010 (the "**Go Global Petition Date,**" and along with the Huerta Petition Date, collectively, the "**Petition Dates**"), Go Global filed its voluntary petition for relief under Chapter 11 of the Bankruptcy Code.

On April 5, 2010, the Court entered an order directing joint administration of the Debtors' bankruptcy cases. Pursuant to sections 1107(a) and 1108 of the Bankruptcy Code, the Debtors continue to operate their businesses as debtors in possession.

The Debtors' need to file for bankruptcy was primarily the result of (i) the overall decline in national economy and the crash of the real estate market and (ii) the improper and authorized actions of Hugo Paulson ("**Paulson**"), a former business associate of the Debtors, whereby Paulson and certain of Paulson's entities divested the Debtors of several millions of dollars of their assets and instituted frivolous litigation against the Debtors. As detailed herein, the Debtors have instituted the Mt. Charleston Adversary (as defined herein) to recover the Debtors' assets improperly transferred to Paulson and Paulson's entities.

Carlos and Christine Huerta

The Huertas own 100% of Go Global, and Carlos Huerta is Go Global's President. Carlos Huerta has been involved in real estate development for over fourteen years.

Go Global, Inc.

Go Global is a successful investment based real estate development company which was established in 1997 by Carlos Huerta. Go Global focuses on the western United States and has developed commercial and industrial properties in Texas, Florida, Nevada, Idaho and California. Go Global has both individual and corporate investors from New York, Florida, California, Nevada, China, Greece, Israel, Mexico and England.

Go Global has primarily focused on taking healthy real estate assets and repositioning them in a more positive light by tweaking their use, finding the highest and best use(s), and/or looking for the right time to sell an asset when the market conditions are optimal. Go Global has historically tried to hold assets for short periods of time and focus on internal rates of return to its investors. Go Global has provided returns in excess of 100% on several different occasions and met returns of 17% throughout most of its existence.

Insiders of the Debtors

The Huertas are individuals with little or no payments to insiders. Certain payments were made from Go Global to Carlos Huerta, in his capacity as President of Go Global in the total amount of $30,300.00 from March 23, 2010 through April 1, 2011.

Litigation

On June 19, 2009, prior to the Petition Dates, **Paulson** filed a complaint against the Debtors in the Second Judicial District Court of Washoe County, Nevada, Case No. CV09-01910, entitled Hugo R. Paulson, individually and as Trustee of the Hugo R. Paulson SEP IRA v. Carlos Huerta and Go Global, Inc. On June 15, 2010, the preceding action was removed to the Court as an adversary proceeding and captioned Hugo R. Paulson, individually and as Trustee of Hugo R. Paulson SEP IRA v. Carlos Huerta, an individual; Go Global, Inc., A Nevada Corporation – Adv. Pro. No. 10-01207-BAM (the "**Waterstone Adversary**"). The Waterstone Adversary involves a condominium project investment in Washoe County, Nevada, whereby Paulson seeks recovery against Carlos Huerta in connection with investments made by Paulson in HC Waterstone, LLC.

On July 19, 2010, Paulson filed a complaint in the Court against the Huertas captioned Hugo R. Paulson, individually and as Trustee of the Hugo R. Paulson SEP IRA v. Carlos Huerta, an individual, and Christine H. Huerta, an individual – Adv. Pro. No. 10-01286-BAM (the "**Dischargeability Adversary**") seeking to determine that any recovery obtained by Paulson, if any, in the Waterstone Adversary is non-dischargeable in the Chapter 11 cases.

On September 13, 2010, the Court consolidated the Waterstone Adversary and the Dischargeability Adversary under Adv. Pro. No. 10-1207-BAM (collectively, the "**Joined Adversary**"). The Debtors deny any wrongdoing with respect to the Joined Adversary, believe that Paulson is not entitled to any recovery with respect to the Waterstone Adversary, and, in any event, any recovery sought by Paulson is dischargeable. The Joined Adversary hearing is scheduled to commence on April 27, 2011.

On November 23, 2009, a complaint was filed by Paulson, as trustee of the Hugo R. Paulson SEP IRA, against the Debtors, Anthony Savino ("**Savino**"), an individual, and Datasource, LLC ("**Datasource**"), a Nevada Limited Liability Company, in District Court, Clark County, Nevada, Case No. A-09-604085C, for the collection of $926,642.09 under a note executed by Savino and Datasource, and guaranteed by Carlos Huerta. The action has been stayed against the Debtors pursuant to section 362 of the Bankruptcy Code but has continued with respect to Savino and Datasource.

On September 3, 2010, the Debtors commenced an adversary proceeding in the Court against Paulson, Azure Seas, LLC and Azure Seas Holdings, LLC, captioned Carlos A. Huerta, an individual, and Go Global, Inc., a Nevada Corporation, v. Hugo R. Paulson, an individual, Azure Seas, LLC, a Nevada limited liability company, and Azure Seas Holdings, LLC, a Nevada limited liability company – Adv. Pro. No. 10-01334- BAM (the "**Mt. Charleston Adversary**"). The Mount Charleston Adversary involves, among other things, the wrongful transfer to, and take over by, Paulson and Paulson's entities of the Debtors' assets, including (i) the transfer of

the Debtors' membership interests in Pecan Street Plaza, LLC to the Paulson 2005 Trust or Azure Seas Holdings, LLC, (ii) the dissolution of McCarran Development, LLC ("**MCD**"), of which the Debtors owned 30%, and the retention by Paulson of the land which was to be transferred to MCD, but never was, (iii) the divesture of the Debtors' interest in Mt. Charleston View, LLC for a payment of $10.00 to the Debtors, even though the Debtors interest in View is estimated to be worth in excess of $2.5 million and (iv) the divesture of the Debtors' interest in the Mt. Charleston lodging development located in Las Vegas. Specifically, among other things, the Mt. Charleston Adversary seeks the avoidance of preferential transfers under section 547 of the Bankruptcy Code, the avoidance of fraudulent transfers under sections 544 and 548 of the Bankruptcy Code and the recovery of property or its value for the Debtors' estates under section 550 of the Bankruptcy Code. The Mt. Charleston Adversary hearing is scheduled to commence on August 24, 2011. The Debtors anticipate that they will prevail and if successful, the Debtors intend on using the funds recovered from Paulson to, in part, fund distributions to creditors under the Plan.

Significant Events During the Bankruptcy Cases

In addition to the adversary proceedings detailed herein, on April 4, 2011, the Debtors filed Debtors' Motion for the Entry of an Order Authorizing the Debtors to Obtain Post-Petition Financing Pursuant to 11 U.S.C. §§ 105, 361, 362 and 364 (the "**DIP Motion**"). Pursuant to the DIP Motion, the Debtors are seeking the approval of post-petition financing from Jacob Feingold in the form of a term note in the amount of up to $80,000 to be secured by unencumbered parcels of land located in Ashton, Idaho, which is owned by the Alexander Christopher Trust, the Huerta's family trust. As of the date of this Disclosure Statement, the DIP Motion has not yet been heard by the Court.

Additionally, the Debtors petitioned the Court to retain two professionals in these Chapter 11 cases as follows: (i) The Schwartz Law Firm, Inc. ("**SLF**"), as Debtors' counsel and (ii) Kolesar & Leatham, Chtd. as special corporate counsel for the Debtors.

Projected Recovery of Avoidable Transfers

Pursuant to the Mt. Charleston Adversary, the Debtors are presently pursuing preference, fraudulent conveyance, or other avoidance actions against Paulson and Paulson's entities due to the significant transfers and divestitures of the Debtors' assets that were initiated by Paulson and Paulson's entities, in part, during the 2 year period leading up to the filing of these Chapter 11 cases.

The Debtors further reserve their right, however, to perform and complete additinal investigations with regard to prepetition transactions. Although they do not believe any significant transfers occurred, other than those reference above, creditors should be aware that if you received a payment or other transfer within 90 days of the Petition Dates, or any other transfer avoidable under the Bankruptcy Code, the Debtors may seek to avoid such transfer.

Claims Objections

Except to the extent that a claim is already allowed pursuant to a final, non-appealable order, the Debtors reserve the right to object to creditors' claims. Therefore, even if your claim is allowed for voting purposes, you may not be entitled to a distribution if an objection to your claim is later upheld. The procedures for resolving disputed claims are set forth in Article V of the Plan.

Separately, the Court set the following bar dates for proofs of claim in these Chapter 11 cases as stated in the below table (collectively, the "**Bar Date**"). The Bar Date is the date after which creditors cannot file a proof of claim in these Chapter 11 cases. Importantly, if your claim is listed in the Debtors' Schedules of Liabilities, and you agree with the claim amount listed therein, you do not need to file a proof of claim in theses Chapter 11 cases. If the Debtors amend their Schedules of Liabilities and your claim is affected, you will have an opportunity to file an objection to any such change.

Debtor	**Bar Date for Non-Governmental Creditors**	**Bar Date for Governmental Creditors**
Carlos A. Huerta and Christine H. Huerta	8/18/2010	8/14/2010
Go Global, Inc.	8/4/2010	8/19/2010

Current and Historical Financial Conditions

The identity and fair market value of the assets of the Debtors' estates are listed in **Exhibit B**. The Debtors reserve the right to revalue the Properties prior to final confirmation of the Plan to reflect the value of the Properties at such time. Therefore, if you are a secured lender, your secured claim may change in connection with confirmation of the Plan if the value of your collateral has decreased after the hearing to determine the value of your respective collateral. **If you are a secured creditor and intend to object to any revised valuation of your collateral, you must file an objection to the Plan. If you are a secured lender subject to a revised valuation, notice of such revised valuation will be provided to you upon filing with the Court.**

III. SUMMARY OF THE PLAN OF REORGANIZATION AND TREATMENT OF CLAIMS AND EQUITY INTERESTS

What is the Purpose of the Plan of Reorganization?

As required by the Bankruptcy Code, the Plan places claims in separate classes and describes the treatment each class will receive. The Plan also states whether each class of claims is impaired or unimpaired. If the Plan is confirmed, your recovery will be limited to the amount provided by the Plan.

Unclassified Claims

Certain types of claims are automatically entitled to specific treatment under the Bankruptcy Code. Such claims are not considered impaired, and holders of such claims do not vote on the Plan. Such Creditors may, however, object if, in such creditor's view, its treatment under the Plan does not comply with that required by the Bankruptcy Code. As such, the Debtors did *not* place the following claims in any class:

Administrative Expenses

Administrative expenses are costs or expenses of administering the Debtors' Chapter 11 cases which were incurred on or after the Petition Dates and which are allowed under section 507(a)(2) of the Bankruptcy Code. Administrative expenses also include the value of any goods or services sold to the Debtors in the ordinary course of business on or before the Petition Dates. The Bankruptcy Code requires that all administrative expenses be paid on the effective date of the Plan, unless a particular claimant agrees to a different treatment.

The following chart lists the Debtors' estimated administrative expenses, and their proposed treatment under the Plan:

TYPE	**ESTIMATED AMOUNT OWED**	**PROPOSED TREATMENT**
Expenses Arising in the Ordinary Course of Business After the Petition Date	Coming 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	$100,000.00	Paid in full on the effective date of the Plan, or according to separate written agreement, or according to Court order if such fees have not been approved by the Court on the effective date of the Plan.
Clerk's Office Fees	$0.00	Paid in full on the effective date of the Plan.
Other administrative expenses	$0.00	Paid in full on the effective date of the Plan or according to separate written agreement.
Office of the U.S. Trustee Fees	$5,000.00	Paid in full on the effective date of the Plan.
TOTAL	$105,000.00	

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 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.

Classes of Claims

The following are the classes set forth in the Plan, and the proposed treatment that they will receive under the Plan.

Classes of Secured Claims

Allowed secured claims are claims secured by property of the Debtors' bankruptcy estate (or that are subject to set off) to the extent allowed as secured claims under section 506 of the Bankruptcy Code. If the value of the collateral or setoffs securing the creditor's claim is less than the amount of the creditor's allowed claim, the deficiency will be classified as a general, unsecured claim in Class 5. The Debtors' unimpaired secured claims are included in Class 1 and are divided into four (4) subclasses. The Debtors' six (6) impaired secured claims are divided into separate sub-classes within the Class 2, based upon each lien holder's related, separate and unique property rights. The Debtors' unsecured first and second lien holders' claims, if any, as well as those of general unsecured creditors, are classified in the general Class 5. As a result, each lien holder against the Debtors' real or personal property will receive one or two ballots, as applicable, for their separate Class 2 claims and Class 5 claims.

Secured creditors whose notes and mortgages may be modified pursuant to the Plan must elect to have their claims treated under section 1111(b) of the Bankruptcy Code prior to the conclusion of the hearing of this Disclosure Statement. The failure of any secured creditor to elect to apply section 1111(b) of the Bankruptcy Code prior to the conclusion of the Disclosure Statement hearing, may result in the loss of such rights, as set forth in Rule 3014 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**").

The following chart lists the classes containing the Debtors' secured prepetition claims and their proposed treatment of those claims under the Plan:

Class #	Description	Impairment	Treatment
1	Secured claims of the Debtors' Property First Lien Holders Aggregate Allowed Secured Amount = $1,200,000.00 Pre-pet. Arrearage and Cure Payment = $0.00	Unimpaired	Paid in accordance with the terms of the underlying note and mortgage.
2	Secured claims of the Debtors' Residential Property First Lien Holders - Aggregate Allowed Secured Amount = $2,461,130.12 Pre-pet. Arrearage and Cure Payment = $0.00	Impaired	Paid in accordance with the terms of the underlying notes and mortgages based on the principal values as identified on **Exhibit B** or as agreed by the Debtor and the related note holder.

The Debtors' Plan shall, pursuant to section 1123(b) of the Bankruptcy Code, provide for the revaluation of the Debtors' real property listed on Exhibit B, in accordance with each Property's current market value immediately prior to final confirmation of the Plan. If you are a secured creditor, your secured claim may be reduced in accordance with section 506(a) of the Bankruptcy Code, as of the effective date of the Plan. If you disagree with the revaluation, you should object to the Plan.

THE DEBTORS INTEND TO SEEK SUBSTANTIVE CONSOLIDATION IN CONNECTION WITH THE PAYMENT OF THE GENERAL UNSECURED CLAIMS AGAINST THEIR ESTATES THROUGH THE PLAN. IF SUCH SUBSTANTIVE CONSOLIDATION IS AUTHORIZED AND ORDERED BY THE COURT, CERTAIN ALLOWED CLAIMS OF THE DEBTORS OR THEIR ESTATES SHALL BE SATISFIED FROM THE COMBINED CASH AND OTHER PROPERTY OF THE DEBTORS AND THEIR COMBINED ESTATES. ALL ALLOWED SECURED CLAIMS IN CLASSES 1 AND 2 WILL RETAIN THEIR LIENS AND NOT BE ELIMINATED AS THE RESULT OF THE SUBSTANTIVE CONSOLIDATION.

Reservation of Rights

Although the Debtors have filed the Mt. Charleston Adversary, the Debtors have not filed any adversary proceedings at this time against their mortgage lenders. Regardless of whether the Court confirms the Plan, however, the Debtors may pursue claims they hold against their mortgage lenders under The Truth In Lending Act, 15 U.S.C. §§ 1601, *et seq*., The Real Estate Settlement Procedures Act, 12 U.S.C. §§ 2601, *et seq*., as well as certain Nevada, Texas, and Florida state law claims. At this time, however, the Debtors' Cash Flow Analysis, attached as **Exhibits D and D-1**, proposes to make Plan payments to all general unsecured creditors, in accordance with section 1129(a)(7) and it assumes that that there will be no recoveries from the Debtors' mortgage lenders on account of the Debtors' potential claims. Therefore, in the event the Debtors initiate any such actions and are unsuccessful, each unsecured creditor's claims distribution, as detailed herein, will remain unchanged. Accordingly, the pursuit of claims against the Debtors' mortgage lenders will not negatively affect, or otherwise reduce the Debtors' Plan payments, as provided herein, or require any further reorganization or liquidation, in accordance with section 1129(a)(11).

Except as expressly set forth in the Plan, the Plan shall have no force or effect until the Court enters the confirmation order. Neither the filing of the Plan, any statement or provision contained in the Disclosure Statement, nor the taking of any action by the Debtors or any other entity with respect to the Plan shall be or shall be deemed to be an admission or waiver of any rights of: (1) any Debtors with respect to the holders of claims or other entity; or (2) any holder of a Claim or other entity prior to the effective date of the Plan.

Additionally, in accordance with section 1123(b) of the Bankruptcy Code, the Debtors and reorganized Debtors shall retain all causes of action that the Debtors may hold against any party and reserve the right, after the effective date of the Plan, to assert and prosecute such

causes of action against any party, that the Debtors had immediately prior to their respective Petition Dates, as fully as if these Chapter 11 cases had not been commenced.

Priority Claims – Class 3

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. 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.

Classes of General unsecured Claims

General unsecured claims are not secured by property of the Debtors' estates and are not entitled to priority under section 507(a) of the Bankruptcy Code.

The following chart identifies the Plan's proposed treatment of Class Numbers 4 and 5, which contains the general unsecured claims against the Debtors:

Class #	Description	Impairment	Treatment
4	1122(b) Convenience Class – Claims under $1,000.00	Unimpaired	Paid in full in cash on the effective date of the Plan or when due under contract or applicable non-bankruptcy law.
5(a)	Allowed General Unsecured Claims of Hugo R. Paulson	Impaired	Paid in accordance with the outcomes of the Waterstone Adversary, the Mt. Charleston Lodge Adversary, and the Savino Litigation.
5(b)	Allowed General Unsecured Class, which includes the unsecured portion of the Debtors' first and second lien holders	Unimpaired	Monthly Payment = 100% of Allowed Claim, paid over 60 months in quarterly installments Payments Begin = Upon Confirmation Payments End = After 20 payments

THE DEBTORS INTEND TO SEEK SUBSTANTIVE CONSOLIDATION IN CONNECTION WITH THE PAYMENT OF THE GENERAL UNSECURED CLAIMS AGAINST THEIR ESTATES THROUGH THE PLAN. IF SUCH SUBSTANTIVE CONSOLIDATION IS AUTHORIZED AND ORDERED BY THE COURT, CERTAIN ALLOWED CLAIMS OF THE DEBTORS OR THEIR ESTATES SHALL BE SATISFIED FROM THE COMBINED CASH AND OTHER PROPERTY OF THE

DEBTORS AND THEIR COMBINED ESTATES. AS NOTED ABOVE, ALL ALLOWED SECURED CLAIMS IN CLASSES 1 AND 2 WILL RETAIN THEIR LIENS AND NOT BE ELIMINATED AS THE RESULT OF THE PROPOSED SUBSTANTIVE CONSOLIDATION.

The post-confirmation payment of the claims of unsecured creditors in the Debtors' Chapter 11 cases shall be jointly administered. Accordingly, the Debtors will pay their combined creditor pool through the continued joint administration of their estates post-confirmation, in order to maximize the distributions to unsecured creditors and avoid the related costs of paying their joint creditors separately for 5 years.

Equity Interest of the Debtor

Equity interest holders are parties who hold an ownership interest (i.e., equity interest). 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 company, the equity interest holders are the members. Finally, with respect to an individual who is a debtor, the debtor is the equity interest holder.

In these Chapter 11 cases, the Debtors' equity interests will not be impaired by the Plan.

IV. MEANS OF IMPLEMENTING THE PLAN

Source of Payments

Payments and distributions under the Plan will be funded by the Debtors, based upon their (a) projected monthly rental income, (b) personal income, (c) sale of existing assets in Debtor's possession, (d) income generated by Go Global and (e) the proceeds of the Mt. Charleston Adversary if the Debtors are successful. The Debtors' Cash Flow Analysis is attached hereto as **Exhibits D and D-1** and outlines the Debtors' sources and uses of income. The Plan payments described in this Disclosure Statement are based on the sum of the Debtors' rental, business and personal income, minus their monthly mortgage payments and personal expenses, plus any potential recoveries pursuant to the Mt. Charleston Adversary.

Method of Plan Payments

On or about the effective date of the Plan, the Debtors shall retain Cynthia Bitaut of Baxter Distribution Services, 2655 Box Canyon Drive #190, Las Vegas, Nevada 89128 as their disbursement agent (the "**Disbursement Agent**"). Except as otherwise provided in the Plan, upon confirmation, the Debtors shall begin making monthly distributions to the Disbursement Agent under the Plan. The Disbursement Agent shall begin, as soon as practical, making payments to the Debtors' unsecured creditors holding allowed claims on a quarterly basis, until such claims are paid in full as set forth in the Plan.

Distributions on Account of Claims Allowed After the Effective Date

Except as otherwise provided in the Plan, or upon the entry of a final, non-appealable order of the Court, or as agreed to by the relevant parties, distributions under the Plan on account of a disputed claim that becomes an allowed claim after the effective date of the Plan shall begin on the regular quarterly payment date, as established by the Disbursement Agent, which is at least thirty (30) days after such claim becomes an allowed claim.

Notwithstanding anything in the Plan to the contrary, and except as otherwise agreed to by the relevant parties, no partial payments and no partial distributions shall be made with respect to a disputed claim until all such disputes in connection with such disputed claim have been resolved by settlement among the parties or a final, non-appealable order of the Court. In the event that there are disputed claims requiring adjudication and resolution, the Disbursement Agent shall establish appropriate reserves for potential payment of such claims pursuant to Article V of the Plan.

In no event, however, shall the Disbursement Agent be held liable for any failures of the Debtors to make any of their payments required under the Plan.

Undeliverable Distributions

Holding of Certain Undeliverable Distributions.

If any distribution to a holder of an allowed claim made in accordance herewith is returned to the reorganized Debtors (or its Distribution Agent) as undeliverable, no further distributions shall be made to such holder unless and until the reorganized Debtors (or their Distribution Agent) are notified in writing of such holder's then current address, at which time all currently due missed distributions shall be made to such holder on the next periodic distribution date. Undeliverable distributions shall remain in the possession of the reorganized Debtors, subject to paragraph (b) below, until such time as any such distributions become deliverable. Undeliverable distributions shall not be entitled to any additional interest, dividends or other accruals of any kind on account of their distribution being undeliverable.

Failure to Claim Undeliverable Distributions.

No later than 210 days after the effective date, the reorganized Debtors shall file with the Court a list of the holders of undeliverable distributions. This list shall be maintained and updated periodically in the sole discretion of the reorganized Debtors for as long as the Chapter 11 cases stay open. Any holder of an allowed claim, irrespective of when a claim becomes an allowed claim, that does not notify the reorganized Debtors of such holder's then current address in accordance herewith within the latest of (i) one year after the effective date, (ii) 60 days after the attempted delivery of the undeliverable distribution and (iii) 180 days after the date such claim becomes an allowed claim shall have its claim for such undeliverable distribution discharged and shall be forever barred, estopped and enjoined from asserting any such claim against the reorganized Debtors or their property. In such cases, (i) any cash held for distribution on account of allowed claims, up to the full amount of such holder's allowed claim, shall be redistributed to holders of allowed claims in the applicable class on the next periodic distribution

date and (ii) any cash held for distribution to other creditors shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code and become property of the reorganized Debtors, free of any claims of such holder with respect thereto. Nothing contained herein shall require the reorganized Debtors to attempt to locate any holder of an allowed claim.

Failure to Present Checks.

Checks issued by the Distribution Agent on account of allowed claims shall be null and void if not negotiated within 180 days after the issuance of such check. In an effort to ensure that all holders of allowed claims receive their allocated distributions, no later than 180 days after the issuance of such checks, the reorganized Debtors shall file with the Court a list of the holders of any un-negotiated checks. This list shall be maintained and updated periodically in the sole discretion of the reorganized Debtors for as long as the Chapter 11 cases stay open. Requests for reissuance of any check shall be made directly to the Distribution Agent by the holder of the relevant allowed claim with respect to which such check originally was issued. Any holder of an allowed claim holding an un-negotiated check that does not request reissuance of such un-negotiated check within 240 days after the date of mailing or other delivery of such check shall have its claim for such un-negotiated check discharged and be discharged and forever barred, estopped and enjoined from asserting any such claim against the reorganized Debtors or their property. In such cases, any cash held for payment on account of such claims shall be property of the reorganized Debtors, free of any claims of such holder with respect thereto. Nothing contained herein shall require the reorganized Debtors to attempt to locate any holder of an allowed claim.

The Holding Company.

On or about the effective date of the Plan, the Debtors shall transfer title of their properties to a Nevada limited liability company (the "**Holding Company**") for liability purposes. The transfers shall not limit the Debtors' personal liability to their Class 1 and Class 2 creditors or their obligations to make payments under the Plan.

Post-confirmation Management

The Debtors will continue to manage their properties and businesses post-petition in the ordinary course. The Debtors will be authorized to enter into, terminate and renew agreements as they see fit with respect to their properties and Go Global's real estate development activities. Additionally, some of the Debtors' other activities will include consulting work for Kalanit Nevada, LLC, D&D Properties, LLC, and to StarNet Group, LLC. Additionally, the Debtors will maintain a reserve account of 40,000.00. Finally the Debtors will be authorized to transfer their properties to the Holding Company to limit their liability form any claims arising therefrom after the confirmation date.

Risk Factors

The significant risk related to the Debtors' Plan is the continued deterioration of both the commercial and residential real estate markets. Should the real estate market further deteriorate, the Debtors may become unable to make their Plan payments.

The Debtors are depending, in part, on the proceeds of the Mt. Charleston Adversary to fund distributions to creditors under the Plan. If, however, the Debtors are unsuccessful, the Debtors will have to find other sources to fund their Plan distributions, which could severely impact the distributions to creditors proposed under the Plan.

Executory Contracts and Unexpired Leases

The Plan, in **Exhibit E**, lists all executed contracts and unexpired leases the Debtors will assume under the Plan. Assumption means that the Debtors have elected to continue to perform the obligations under such contracts and unexpired leases, and to cure defaults of the type that must be cured under the Bankruptcy Code, if any. **Exhibit E** also lists how the Debtors will cure and compensate the other party to such contract or lease for any such defaults.

If you object to the assumption of your unexpired lease or executory contract, the proposed cure of any defaults, or the adequacy of assurance of performance, you must file and serve your objection to the Plan by the deadline for objecting to the confirmation of the Plan, unless the Court sets an earlier time.

All executory contracts and unexpired leases that are not listed in **Exhibit E** will be rejected under the Plan. Consult your advisor or attorney for more specific information about particular contracts or leases.

If you object to the rejection of your executory contract or unexpired lease, you must file and serve your objection to the Plan within the deadline for objecting to the confirmation of the Plan.

The Deadline for Filing a Proof of Claim Based on a Claim Arising from the Rejection of an Unexpired Lease or Executory Contract is set forth on Page 7 above. Any claim based on the rejection of an executory contract or unexpired lease will be barred if the proof of claim is not timely filed, unless the Court orders otherwise.

Tax Consequences of Plan

Creditors Concerned with How the Plan May Affect Their Tax Liability Should Consult with their own Accountants, Attorneys, and/or Advisors.

The Debtors do not anticipate any adverse tax consequences to their estates from the Plan. To the extent the Debtors receive any debt forgiveness income related to these Chapter 11 cases, such income would not be taxable under section 108(a)(1) of the Internal Revenue Code, 26 U.S.C. §§ 1, *et seq.*

V. CONFIRMATION REQUIREMENTS AND PROCEDURES

To be confirmable, the Plan must meet the requirements listed in section 1129(a) or (b) of the Bankruptcy Code. These include the requirements that: (i) the Plan must be proposed in good faith; (ii) at least one impaired class of claims must accept the Plan, without counting votes

of insiders; (iii) the Plan must distribute to each creditor and equity interest holder at least as much as the creditor or equity interest holder would receive in a Chapter 7 liquidation case, unless the creditor or equity interest holder votes to accept the Plan; and (iv) the Plan must be feasible. These requirements are not the only requirements listed in section 1129 of the Bankruptcy Code, and they are not the only requirements for confirmation of the Plan.

Who May Vote or Object

Any party-in-interest may object to the confirmation of the Plan if the party believes that the requirements for confirmation are not met.

Many parties-in-interest, however, are not entitled to vote to accept or reject the Plan. A creditor or equity interest holder has a right to vote for or against the Plan only if that creditor or equity interest holder has a claim or equity interest that is both (1) allowed (or allowed for voting purposes) and (2) impaired.

In these Chapter 11 cases, the Debtors believe that classes 2 and 5 are impaired and that holders of claims in each of these classes are therefore entitled to vote to accept or reject the Plan. The Debtors believe that classes 1, 3 and 4 are unimpaired and that holders of claims in each of these classes, therefore, are assumed to accept the Plan.

This is an individual Chapter 11 bankruptcy with respect to the Huertas in these Chapter 11 cases. Therefore, if the holder of an allowed unsecured claim against the Huertas 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 Huertas' property to be distributed under the Plan, or (b) the projected disposable income of the Huertas (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. The Debtors' proposed payment under the Plan, which is in accordance with section 1129(a)(15) of the Bankruptcy Code, is set forth in **Exhibits D and D-1**.

What Is an Allowed Claim?

Only a creditor with an allowed claim has the right to vote on the Plan. Generally, a claim is allowed if either (A) the Debtors have scheduled the claim on the Debtors' schedules, unless the claim has been scheduled as disputed, contingent or un-liquidated, or (B) the creditor has filed a proof of claim, unless an objection has been filed to such proof of claim by the Debtors, in which case, such creditor cannot vote unless the Court, after notice and hearing, either overrules the objection or allows the claim for voting purposes pursuant to Bankruptcy Rule 3018(a).

The deadline for filing a proof of claim in these Chapter 11 cases was between August 4, 2010 and August 19, 2010, depending on the particular Debtor, and as detailed in Section II under the heading "Claims Objections".

The deadline for filing objections to confirmation of the Plan is _____, 2011.

What Is an Impaired Claim?

As noted above, the holder of an allowed claim or equity interest has the right to vote only if it is in a class that is *impaired* under the Plan. As provided in section 1124 of the Bankruptcy Code, a class is considered impaired if the Plan alters the legal, equitable, or contractual rights of the members of that class.

Who is NOT Entitled to Vote?

The holders of the following six types of claims are *not* entitled to vote:

- **Holders of claims that have been disallowed by an order of the Court;**
- **Holders of other claims that are not "allowed claims" (as discussed above), unless they have been "allowed" for voting purposes;**
- **Holders of claims in unimpaired classes;**
- **Holders of claims entitled to priority pursuant to sections 507(a)(2) or (a)(8) of the Bankruptcy Code;**
- **Holders of claims in classes that do not receive or retain any value under the Plan; and**
- **Administrative expenses.**

Even if you are not entitled to vote on the Plan, you have a right to object to the confirmation of the Plan and to the adequacy of the Disclosure Statement.

Who Can Vote In More Than One Class

A creditor whose claim has been allowed in part as a secured claim and in part as an unsecured claim, or who otherwise holds claims in multiple classes, is entitled to accept or reject a Plan in each capacity, and should cast one ballot for each claim.

Votes Necessary to Confirm the Plan

If impaired classes exist, the Court cannot confirm the Plan unless (A) at least one impaired class of creditors has accepted the Plan without counting the votes of any insiders within that class, or (B) all impaired classes have voted to accept the Plan, unless the Plan is eligible to be confirmed by "cram down" on non-accepting classes, as discussed below.

Votes necessary for a Class to Accept the Plan

A class of claims accepts the Plan if both of the following occur: (A) the holders of more than one-half (1/2) of the allowed claims in the class, who vote, cast his votes to accept the Plan, and (B) the holders of at least two thirds (2/3) in dollar amount of the allowed claims in the class, who vote, cast his votes to accept the Plan.

Treatment of Non-Accepting Classes

Even if one or more of the impaired classes reject the Plan, the Court may nonetheless confirm the Plan if the non-accepting classes are treated in the manner prescribed by section 1129(b) of the Bankruptcy Code. A plan that binds non-accepting classes is commonly referred to as a "cram down" plan. The Bankruptcy Code allows the Plan to bind non-accepting classes of claims or equity interests if it meets all the requirements for consensual confirmation except the voting requirements of section 1129(a)(8) of the Bankruptcy Code, does not "discriminate unfairly," and is "fair and equitable" toward each impaired class that has not voted to accept the Plan.

You should consult your own attorney regarding whether a "cramdown" confirmation will affect your claim, as the variations on this general rule are numerous and complex.

Liquidation Analysis

To confirm the Plan, the Court must find that all creditors who do not accept the Plan will receive at least as much under the Plan as such claim holders would receive in a Chapter 7 liquidation. A liquidation analysis is attached to this Disclosure Statement as **Exhibit C**.

Feasibility

The Court must find that confirmation of the Plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of the Debtors or any successor to the Debtors, unless such liquidation or reorganization is proposed in the Plan.

Ability to Initially Fund the Plan

The Debtors believe that they will have either (A) enough cash on hand or (B) sufficient cash flow on the effective date of the Plan to pay all claims and expenses that are entitled to be paid on that date. Tables showing the amount of cash on hand on the effective date of the Plan, and the sources of that cash are attached to this disclosure statement as **Exhibits D and D-1**.

Ability to Make Future Plan Payments And Operate Without Further Reorganization

The Debtors must also show that they will have enough cash over the life of the Plan to make the required Plan payments.

The Debtors' financial projections show that the Debtors will have an aggregate annual average cash flow, after paying operating expenses and post-confirmation taxes, as set forth on **Exhibits D and D-1** of the Plan.

You should consult with your accountant or other financial advisor if you have any questions pertaining to these projections.

VI. EFFECT OF CONFIRMATION PLAN

Discharge of the Debtors

Confirmation of the Plan does not discharge any debt provided for in the Plan until the Court grants a discharge on completion of all payments to general unsecured creditors under the Plan, which is five years or 20 quarterly payments, or as otherwise provided in section 1141(d)(5) of the Bankruptcy Code. The Debtors will not be discharged from any debt excepted from discharge under section 523 of the Bankruptcy Code, except as provided in Bankruptcy Rule 4007(c).

Modification of Plan

The Debtors may modify the Plan at any time before confirmation of the Plan. The Court, however, may require a new disclosure statement and/or re-voting on the Plan.

The Debtors may also seek to modify the Plan at any time after confirmation only if (A) the Plan has not been substantially consummated and (B) the Court authorizes the proposed modifications after notice and a hearing.

Upon request of the Debtors, the Plan may be modified at any time after confirmation of the Plan, but before the completion of payments under the Plan, to (1) increase or reduce the amount of payments under the Plan on claims of a particular class, (2) extend or reduce the time period for such payments, or (3) alter the amount of distribution to a creditor whose claim is provided for by the Plan to the extent necessary to take on accounting of any payment of a claim made other than under the Plan.

Effective as of the date hereof and subject to the limitations and rights contained in the Plan: (a) the Debtors reserve the right, in accordance with the Bankruptcy Code and the Bankruptcy Rules, to amend or modify the Plan prior to the entry of the confirmation order; and (b) after the entry of the confirmation order, the Debtors or the reorganized Debtors, as applicable, may, upon order of the Court, amend or modify the Plan, in accordance with section 1127(b) of the Bankruptcy Code or remedy any defect or omission or reconcile any inconsistency in the Plan in such manner as may be necessary to carry out the purpose and intent of the Plan; provided, however, that any modification to the Plan shall not affect the rights or treatment of holders of general unsecured claims.

Final Decree

Once the Debtors' estates are fully administered, as provided in Bankruptcy Rule 3022 the Debtors will file a motion with the Court to obtain a final decree to close the Chapter 11 cases. Alternatively, the Court may enter such a final decree on its own motion.

VII. OTHER PLAN PROVISIONS

Vesting of Assets in the Reorganized Debtors and the Holding Company

After confirmation of the Plan, all property of the Debtors shall vest in the reorganized Debtors and the Holding Company, free and clear of all liens, claims, charges or other encumbrances, except the Debtors' lien holders and as otherwise provided in the confirmation order. The reorganized Debtors may operate their businesses and may use, acquire or dispose of property and compromise or settle any claims without supervision or approval by the Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, other than those restrictions expressly imposed by the Plan and the confirmation order. Without limiting the foregoing, the Debtors shall pay the charges that they incur after confirmation for professionals' fees, disbursements, expenses or related support services (including reasonable fees relating to the preparation of professional fee applications) without application to the Court.

Release of Liens, Claims and Equity Interests

Except as otherwise provided herein or in any contract, instrument, release or other agreement or document entered into or delivered in connection with the Plan, upon confirmation, all liens, claims, mortgages, deeds of trust, or other security interests against the property of the Debtors' estate shall be fully released and discharged. The security interests of the Debtors' lien holders, however, shall be unimpaired under the Plan with respect to both the Debtors and the underlying property.

Certificate of Incorporation and Bylaws

The articles of incorporation and by-laws (or other formation documents) of the Holding Company, Go Global and the reorganized Debtors shall be amended as may be required to be consistent with the provisions of the Plan and the Bankruptcy Code or as otherwise required by, and in a form reasonably acceptable to, the Debtors. On or as soon as reasonably practicable after confirmation of the Plan, the reorganized Debtors shall file new articles of incorporation with the Nevada secretary of state, as required by section 1123(a)(6) of the Bankruptcy Code.

Effectuating Documents; Further Transactions; Exemption from Certain Transfer Taxes

The Debtors may take all actions to execute, deliver, file or record such contracts, instruments, releases and other agreements or documents and take such actions as may be necessary or appropriate to effectuate and implement the provisions of the Plan.

Pursuant to section 1146(a) of the Bankruptcy Code, any transfers of property pursuant to the Plan shall not be subject to any stamp tax or other similar tax or governmental assessment in the United States, and the confirmation order shall direct the appropriate state or local governmental officials or agents to forgo the collection of any such tax or governmental assessment and to accept for filing and recordation instruments or other documents pursuant to such transfers of property without the payment of any such tax or governmental assessment.

Revocation of Plan

The Debtors reserve the right to revoke or withdraw the Plan prior to the confirmation hearing and to file subsequent Chapter 11 plans. If the Debtors revoke or withdraw the Plan, or if confirmation does not occur, then: (1) the Plan shall be null and void in all respects; (2) any settlement or compromise embodied in the Plan, assumption or rejection of Executory Contracts or Unexpired Leases effected by the Plan and any document or agreement executed pursuant hereto shall be deemed null and void except as may be set forth in a separate order entered by the Court; and (3) nothing contained in the Plan shall: (a) constitute a waiver or release of any claims by or against, the Debtors or any other entity; (b) prejudice in any manner the rights of the Debtors or any other entity; or (c) constitute an admission, acknowledgement, offer or undertaking of any sort by the Debtors or any other entity.

Successors and Assigns

The rights, benefits and obligations of any entity named or referred to herein shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor or assign of such entity.

Retention of Jurisdiction

Notwithstanding the entry of the confirmation order and the occurrence of the effective date, the Court shall, after the effective Date, retain such jurisdiction over these Chapter 11 cases and all entities with respect to all matters related to these Chapter 11 cases, the Debtors and the Plan as legally permissible.

Further Assurances

The Debtors or the reorganized Debtors, as applicable, all holders of claims receiving distributions under the Plan and all other entities shall, from time to time, prepare, execute and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan or the confirmation order.

Severability

If, prior to confirmation of the Plan, any term or provision of the Plan is held by the Court to be invalid, void or unenforceable, the Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision then will be applicable as altered or interpreted, *provided* that any such alteration or interpretation must be in form and substance reasonably acceptable to the Debtors, and, to the extent such alteration or interpretation affects the rights or treatment of holders of general unsecured claims, such claim holder.

Filing of Additional Documents

On or before the effective date, the Debtors may file with the Court all agreements and other documents that may be necessary or appropriate to effectuate and further evidence the terms and conditions hereof.

/s/ Christine H. Huerta
Christine H. Huerta Individually

/s/ Carlos A. Huerta
Carlos A. Huerta as President of Go Global,
Inc. and Individually

/s/Samuel A. Schwartz
Samuel A. Schwartz, Esq.
Attorneys for the Debtors
And Debtors-in-Possession

EXHIBITS

Exhibit A - Copy of Proposed Plan of Reorganization

Exhibit B - List of Properties

Exhibit C – Liquidation Analysis

Exhibit D – Cash Flow Analysis

Exhibit D-1 – Cash Flow Analysis – (assuming Debtors prevail in Mt. Charleston Adversary)

Exhibit E – List of Executory Contracts

EXHIBIT B

Exhibit B

Property Owned by Carlos and Christine Huerta and/or Go Global, Inc.

3060 E. Post Road, Suite 110
Las Vegas, Nevada 89120
Approximate Value: $654,000.00

908 Harold Dr., Unit 22
Incline Village, Nevada 89451
Approximate Value: $350,671.80

7229 Mira Vista Street
Las Vegas, Nevada 89120
Approximate Value: $842,190.85

711 Biltmore Way, Unit 302
Coral Gables, Florida 33134
Approximate Value: $367,000.00

Cabin 11 at Mt. Charleston Cabins
APN 129-36-101-009
Approximate Value: $137,194.97

Cabin 12 at Mt. Charleston Cabins
APN 129-36-101-009
Approximate Value: $120,000.00

1370 Highway #20
Ashton, Idaho 83420
Approximate Value: $616,072.50

Total Approximate Value: $3,087,430.12

EXHIBIT C

EXHIBIT C

LIQUIDATION ANALYSIS[1]

A. OVERVIEW

A chapter 11 plan cannot be confirmed unless the bankruptcy court determines that the plan is in the "best interests" of all holders of claims and interests that are impaired by the plan and that have not accepted the plan. The "best interests" test requires a bankruptcy court to find either that (i) all members of an impaired class of claims or interests have accepted the plan or (ii) the plan will provide a member who has not accepted the plan with a recovery of property of a value, as of the effective date of the plan, that is not less than the amount that such holder would recover if the Debtors were liquidated under chapter 7 of the Bankruptcy Code. The properties in question here would have a liquidated value equal to their approximate values, less foreclosure costs and fees.

B. UNDERLYING ASSUMPTIONS AND DISCLAIMER

This liquidation analysis (the "**Liquidation Analysis**") was prepared in connection with the filing of the Debtors' Disclosure Statement and Plan.

The Debtors have prepared this Liquidation Analysis based on a hypothetical liquidation under chapter 7 of the Bankruptcy Code. The determination of the costs of, and proceeds from, the hypothetical liquidation of the Debtors' assets in a chapter 7 case is an uncertain process involving the extensive use of estimates and assumptions that, although considered reasonable by the Debtors, are inherently subject to significant business, economic and competitive uncertainties and contingencies beyond the control of the Debtors and their legal advisors. Inevitably, some assumptions in the Liquidation Analysis would not materialize in an actual chapter 7 liquidation, and unanticipated events and circumstances could affect the ultimate results in an actual chapter 7 liquidation.

It is assumed, among other things, that the hypothetical liquidation under chapter 7 would commence under the direction of a court-appointed trustee and would continue for a period of time, during which time all of the Debtors' major assets would be sold or surrendered to their respective lien holders, and the cash proceeds, if any, net of liquidation related costs, would then be distributed to creditors in accordance with relevant law.

THE LIQUIDATION ANALYSIS IS NOT INTENDED AND SHOULD NOT BE USED FOR ANY OTHER PURPOSE. THE LIQUIDATION ANALYSIS DOES NOT PURPORT TO BE A VALUATION OF THE DEBTORS' ASSETS AS A GOING CONCERN, AND THERE MAY BE A SIGNIFICANT DIFFERENCE BETWEEN THE LIQUIDATION ANALYSIS AND THE VALUES THAT MAY BE REALIZED IN AN ACTUAL LIQUIDATION. THIS ANALYSIS ASSUMES "LIQUIDATION VALUES" BASED ON

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[1] All capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Disclosure Statement. To the extent that a definition of a term in the text of this Exhibit C to the Disclosure Statement and the definition of such term in the Disclosure Statement is inconsistent, the definition included in the Disclosure Statement shall control.

APPRAISALS, WHERE AVAILABLE, AND THE DEBTORS' BUSINESS JUDGEMENT, WHERE APPRAISALS ARE NOT AVAILABLE.

THE UNDERLYING FINANCIAL INFORMATION IN THE LIQUIDATION ANALYSIS WAS NOT COMPILED OR EXAMINED BY ANY INDEPENDENT ACCOUNTANTS. NEITHER THE DEBTORS NOR THEIR ADVISORS MAKE ANY REPRESENTATION OR WARRANTY THAT THE ACTUAL RESULTS WOULD OR WOULD NOT APPROXIMATE THE ESTIMATES AND ASSUMPTIONS REPRESENTED IN THE LIQUIDATION ANALYSIS. ACTUAL RESULTS COULD VARY MATERIALLY. THIS ANALYSIS ASSUMES "LIQUIDATION VALUES" BASED ON APPRAISALS, WHERE AVAILABLE AND WHEN APPLICABLE, AND THE DEBTORS' BUSINESS JUDGMENT, WHERE APPRAISALS ARE NOT AVAILABLE.

C. SUMMARY NOTES TO THIS LIQUIDATION ANALYSIS

The Liquidation Analysis should be read in conjunction with the following notes and assumptions:

1. Dependence on Unaudited Financial Statements. This Liquidation Analysis contains estimates that are still under review and it remains subject to further legal and accounting analysis.

2. Preference or Fraudulent Transfers. No recovery or related litigation costs attributed to any potential avoidance actions under the Bankruptcy Code, including potential preference or fraudulent transfer actions are assumed within this analysis due to, among other issues, anticipated disputes about these matters.

3. Duration of the Liquidation Process. The Debtors have assumed that the liquidation would involve very little operations. Thus, this Liquidation Analysis assumes the liquidation would be completed within twelve (12) months. In an actual liquidation, the wind down process and time period(s) could vary thereby impacting recoveries. For example, the potential for priority, contingent and other claims, litigation, rejection costs and the final determination of allowed claims could substantially impact both the timing and amount of the distribution of the asset proceeds to the creditors. Accordingly, there can be no assurance that the values reflected in this Liquidation Analysis would be realized if the Debtors were, in fact, to undergo such a liquidation.

D. SUMMARY OF LIQUIDATION ANALYSIS (AS OF APRIL 1, 2011)

Carlos & Christine Huerta and Go Global, Inc.
Liquidation Analysis

LIST OF THE DEBTORS' PROPERTIES,
LIEN AMOUNTS AND EQUITY

3060 E. Post Road, Suite 110	
Las Vegas, Nevada 89120	
First Mortgage:	$654,000.00
Current Approximate Value:	$654,000.00
Negative Equity:	($0.00)
908 Harold Drive, Unit 22	
Incline Village, Nevada 89451	
First Mortgage:	$350,671.80
Current Approximate Value:	$350,000.00
Negative Equity:	($671.80)
7229 Mira Vista Street	
Las Vegas, Nevada 89120	
First Mortgage:	$665,655.85
Second Mortgage:	$176,535.00
Current Approximate Value:	$840,000.00
Negative Equity:	($2,190.85)
711 Biltmore Way, Unit 302	
Coral Gables, Florida 33134	
First Mortgage:	$367,000.00
Current Approximate Value:	$350,000.00
Negative Equity:	($17,000.00)
Cabin 11 at Mt. Charleston Cabins	
APN 129-36-101-009	
First Mortgage:	$137,194.97
Current Approximate Value:	$120,000.00
Negative Equity:	($17,194.97)
1370 Highway #20	
Ashton, Idaho 83420	
First Mortgage:	$616,072.50
Current Approximate Value:	$620,000.00
Equity:	$3,927.50

Go Global, Inc.[2]	
Cash on Hand:	$20,000.00
Real Property:	$650,000.00
Furniture, Fixtures & Equipment:	$10,000.00
Total Assets:	**$680,000.00**
Total Secured Liabilities:	$654,000.00
Total Unsecured Liabilities:	$10,000.00
Total Liabilities:	**$664,000.00**
Total Equity:	**$16,000.00**
Total:	
Current Debt:	$3,631,130.12
Current Appraised Value:	$3,614,000.00
Negative Equity:	**($17,130.12)**

Chapter 7 Liquidation Costs. Pursuant to section 726 of the Bankruptcy Code, the allowed administrative expenses incurred by a Chapter 7 trustee, including, but not limited to, expenses affiliated with selling the Debtors' assets, will be entitled to payment in full prior to any distribution to Chapter 11 administrative and other priority claims. As the Debtors are individuals and do not operate a business, it is anticipated that creditors' recoveries would be extinguished by the secured claims of the Debtors' first lien holders, leaving no recovery for unsecured creditors.

[2] The value of Go Global, Inc. will largely be determined by the outcome of the Mt. Charleston Adversary, as the litigation involves the company's most significant asset, The Mount Charleston Lodge. If the Debtors are successful in the Mt. Charleston Adversary, the value of the company will likely increase by a few million dollars. As the Debtors propose to pay allowed claims of unsecured creditors in full, however, the outcome of the Mt. Charleston Adversary is irrelevant for this liquidation analysis.

EXHIBIT 8

Samuel A. Schwartz, Esq.
Nevada Bar No. 10985
Bryan A. Lindsey, Esq.
Nevada Bar No. 10662
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Attorneys for the Debtors

E-Filed: January 17, 2013

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.
	)	

FIRST 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 VOTING DEADLINE IS 5:00 P.M. PREVAILING PACIFIC TIME ON , 2013(UNLESS THE DEBTORS EXTEND THE VOTING DEADLINE).

TO BE COUNTED AS A VOTE TO ACCEPT OR REJECT THE PLAN, THE DEBTORS' COUNSEL, THE SCHWARTZ LAW FIRM, INC., 6623 LAS VEGAS BOULEVARD SOUTH, SUITE 300, LAS VEGAS, NEVADA, 89119, ATTN: SAMUEL A. SCHWARTZ, ESQ. MUST ACTUALLYRECEIVE YOUR BALLOT ON OR BEFORE THE VOTING DEADLINE.

THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT, THE PLAN AND ANY EXHIBITS ATTACHED HERETO IS HIGHLY SPECULATIVE, AND SUCH DOCUMENTS SHOULD NOT BE RELIED UPON IN MAKING INVESTMENT DECISIONS WITH RESPECT TO THE DEBTORS OR ANY OTHER ENTITIES THAT MAY BE AFFECTED BY THESE CHAPTER 11 CASES.

PRESERVATION OF AVOIDANCE ACTIONS UNDER THE PLAN:

IN REVIEWING THIS DISCLOSURE STATEMENT AND THE PLAN, AND IN DETERMINING WHETHER TO VOTE IN FAVOR OF OR AGAINST THE PLAN, CREDITORS AND INTEREST HOLDERS (INCLUDING PARTIES THAT RECEIVED PAYMENTS FROM THE DEBTORS WITHIN NINETY (90) DAYS PRIOR TO THE PETITION DATE) SHOULD CONSIDER THAT A CAUSE OF ACTION MAY EXIST AGAINST THEM, THAT THE PLAN PRESERVES ALL CAUSES OF ACTION AND THAT THE PLAN AUTHORIZES THE REORGANIZED DEBTORS TO PROSECUTE THE SAME.

IMPORTANT INFORMATION FOR YOU TO READ

THE DEBTORS ARE PROVIDING THE INFORMATION IN THIS DISCLOSURE STATEMENT FOR THE PLAN OF REORGANIZATION OF GO GLOBAL, INC., CARLOS A. HUERTA AND CHRISTINE H. HUERTA, CHARLESTON FALLS, LLCAND HPCH, LLC UNDER CHAPTER 11 OF THE BANKRUPTCY CODE TO HOLDERS OF CLAIMS ENTITLED TO VOTE ON THE PLAN FOR THE PURPOSE OF SOLICITING VOTES TO ACCEPT THE PLAN. NOTHING IN THIS DISCLOSURE STATEMENT MAY BE RELIED UPON OR USED BY ANY ENTITY FOR ANY OTHER PURPOSE.

THIS DISCLOSURE STATEMENT WAS NOT FILED WITH THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE AUTHORITY AND NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE AUTHORITY HAVE PASSED UPON THE ACCURACY OR ADEQUACY OF THIS DISCLOSURE STATEMENT OR UPON THE MERITS OF THE PLAN.

THIS DISCLOSURE STATEMENT CONTAINS "FORWARD LOOKING STATEMENTS" WITHIN THE MEANING OF THE PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995. SUCH STATEMENTS CONSIST OF ANY STATEMENT OTHER THAN A RECITATION OF HISTORICAL FACT AND CAN BE IDENTIFIED BY THE USE OF FORWARD LOOKING TERMINOLOGY SUCH AS "MAY," "EXPECT," "ANTICIPATE," "ESTIMATE" OR "CONTINUE" OR THE NEGATIVE THEREOF OR OTHER VARIATIONS THEREON OR COMPARABLE TERMINOLOGY. THE READER IS CAUTIONED THAT ALL FORWARD LOOKING STATEMENTS ARE NECESSARILY SPECULATIVE AND THERE ARE CERTAIN RISKS AND UNCERTAINTIES THAT COULD CAUSE ACTUAL EVENTS OR RESULTS TO DIFFER MATERIALLY FROM THOSE REFERRED TO IN SUCH FORWARD LOOKING STATEMENTS. THE LIQUIDATION ANALYSIS, DISTRIBUTION PROJECTIONS AND OTHER INFORMATION CONTAINED HEREIN AND ATTACHED HERETO ARE ESTIMATES ONLY, AND THE TIMING AND AMOUNT OF ACTUAL DISTRIBUTIONS TO HOLDERS OF ALLOWED CLAIMS MAY BE AFFECTED BY MANY FACTORS THAT CANNOT BE PREDICTED. THEREFORE, ANY ANALYSES, ESTIMATES OR RECOVERY PROJECTIONS MAY OR MAY NOT TURN OUT TO

BE ACCURATE.

THIS DISCLOSURE STATEMENT HAS BEEN PREPARED PURSUANT TO SECTION 1125 OF THE BANKRUPTCY CODE AND BANKRUPTCY RULE 3016(B) AND IS NOT NECESSARILY IN ACCORDANCE WITH FEDERAL OR STATE SECURITIES LAWS OR OTHER SIMILAR LAWS. THE SECURITIES DESCRIBED HEREIN WILL BE ISSUED TO CREDITORS WITHOUT REGISTRATION UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY SIMILAR FEDERAL, STATE OR LOCAL LAW, AND WILL INSTEAD RELY UPON THE EXEMPTIONS SET FORTH IN SECTION 1145 OF THE BANKRUPTCY CODE TO THE MAXIMUM EXTENT PERMITTED AND APPLICABLE. THE DEBTORS RECOMMEND THAT POTENTIAL RECIPIENTS OF ANY SECURITIES PURSUANT TO THE PLAN CONSULT THEIR OWN LEGAL COUNSEL CONCERNING THE SECURITIES LAWS GOVERNING THE TRANSFERABILITY OF ANY SUCH SECURITIES.

NO LEGAL OR TAX ADVICE IS PROVIDED TO YOU BY THIS DISCLOSURE STATEMENT. THE DEBTORS URGE EACH HOLDER OF A CLAIM OR AN EQUITY INTEREST TO CONSULT WITH ITS OWN ADVISORS WITH RESPECT TO ANY LEGAL, FINANCIAL, SECURITIES, TAX OR BUSINESS ADVICE IN REVIEWING THIS DISCLOSURE STATEMENT, THE PLAN AND EACH OF THE PROPOSED TRANSACTIONS CONTEMPLATED THEREBY. FURTHERMORE, THE BANKRUPTCY COURT'S APPROVAL OF THE ADEQUACY OF DISCLOSURE CONTAINED IN THIS DISCLOSURE STATEMENT DOES NOT CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL OF THE MERITS OF THE PLAN.

IT IS THE DEBTORS' POSITION THAT THIS DISCLOSURE STATEMENT DOES NOT CONSTITUTE, AND MAY NOT BE CONSTRUED AS, AN ADMISSION OF FACT, LIABILITY, STIPULATION OR WAIVER. RATHER, HOLDERS OF CLAIMS AND EQUITY INTERESTS AND OTHER ENTITIES SHOULD CONSTRUE THIS DISCLOSURE STATEMENT AS A STATEMENT MADE IN SETTLEMENT NEGOTIATIONS RELATED TO CONTESTED MATTERS, ADVERSARY PROCEEDINGS AND OTHER PENDING OR THREATENED LITIGATION OR ACTIONS.

NO RELIANCE SHOULD BE PLACED ON THE FACT THAT A PARTICULAR LITIGATION CLAIM OR PROJECTED OBJECTION TO A PARTICULAR CLAIM IS, OR IS NOT, IDENTIFIED IN THE DISCLOSURE STATEMENT. THE DEBTORS OR THE REORGANIZED DEBTORS MAY SEEK TO INVESTIGATE, FILE AND PROSECUTE CLAIMS AND MAY OBJECT TO CLAIMS AFTER THE CONFIRMATION OR EFFECTIVE DATE OF THE PLAN IRRESPECTIVE OF WHETHER THE DISCLOSURE STATEMENT IDENTIFIES ANY SUCH CLAIMS OR OBJECTIONS TO CLAIMS.

THIS DISCLOSURE STATEMENT CONTAINS, AMONG OTHER THINGS, SUMMARIES OF THE PLAN, CERTAIN STATUTORY PROVISIONS, CERTAIN EVENTS IN THE DEBTORS' CHAPTER 11 CASES AND CERTAIN DOCUMENTS RELATED TO THE PLAN THAT ARE ATTACHED HERETO AND INCORPORATED HEREIN, BY REFERENCE. ALTHOUGH THE DEBTORS BELIEVE THAT THESE SUMMARIES ARE FAIR AND ACCURATE, THESE SUMMARIES ARE QUALIFIED IN THEIR ENTIRETY TO THE EXTENT THAT THE SUMMARIES DO NOT SET FORTH THE ENTIRE TEXT OF SUCH DOCUMENTS OR STATUTORY PROVISIONS OR EVERY DETAIL OF SUCH EVENTS. IN THE EVENT OF ANY INCONSISTENCY OR DISCREPANCY BETWEEN A DESCRIPTION IN THIS DISCLOSURE STATEMENT AND THE TERMS AND PROVISIONS OF THE PLAN OR ANY OTHER DOCUMENTS INCORPORATED HEREIN BY REFERENCE, THE PLAN OR SUCH OTHER DOCUMENTS WILL GOVERN FOR ALL PURPOSES. EXCEPT WHERE OTHERWISE SPECIFICALLY NOTED, FACTUAL INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT HAS BEEN PROVIDED BY THE DEBTORS'MANAGEMENT. THE DEBTORS DO NOT REPRESENT OR WARRANT THAT THE INFORMATION CONTAINED HEREIN OR ATTACHED HERETO IS WITHOUT ANY MATERIAL INACCURACY OR OMISSION.

THE DEBTORS' MANAGEMENT HAS REVIEWED THE FINANCIAL INFORMATION PROVIDED IN THIS DISCLOSURE STATEMENT. ALTHOUGH THE DEBTORS HAVE USED THEIR REASONABLE

BUSINESS JUDGMENT TO ENSURE THE ACCURACY OF THIS FINANCIAL INFORMATION, THE FINANCIAL INFORMATION CONTAINED IN, OR INCORPORATED BY REFERENCE INTO, THIS DISCLOSURE STATEMENT HAS NOT BEEN AUDITED.

THE DEBTORS ARE GENERALLY MAKING THE STATEMENTS AND PROVIDING THE FINANCIAL INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT AS OF THE DATE HEREOF WHERE FEASIBLE, UNLESS OTHERWISE SPECIFICALLY NOTED. ALTHOUGH THE DEBTORS MAY SUBSEQUENTLY UPDATE THE INFORMATION IN THIS DISCLOSURE STATEMENT, THE DEBTORS HAVE NO AFFIRMATIVE DUTY TO DO SO. HOLDERS OF CLAIMS REVIEWING THIS DISCLOSURE STATEMENT SHOULD NOT INFER THAT, AT THE TIME OF THEIR REVIEW, THE FACTS SET FORTH HEREIN HAVE NOT CHANGED SINCE THE DISCLOSURE STATEMENT WAS FILED. THE DEBTORS HAVE NOT AUTHORIZED ANY ENTITY TO GIVE ANY INFORMATION ABOUT OR CONCERNING THE PLAN OTHER THAN THAT WHICH IS CONTAINED IN THIS DISCLOSURE STATEMENT. THE DEBTORS HAVE NOT AUTHORIZED ANY REPRESENTATIONS CONCERNING THE DEBTORS OR THE VALUE OF THEIR PROPERTY OTHER THAN AS SET FORTH IN THIS DISCLOSURE STATEMENT.

HOLDERS OF CLAIMS ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN MUST RELY ON THEIR OWN EVALUATION OF THE DEBTORS AND THEIR OWN ANALYSIS OF THE TERMS OF THE PLAN IN DECIDING WHETHER TO VOTE TO ACCEPT OR REJECT THE PLAN. IMPORTANTLY, PRIOR TO DECIDING WHETHER AND HOW TO VOTE ON THE PLAN, EACH HOLDER OF A CLAIM IN A VOTING CLASS SHOULD CONSIDER CAREFULLY ALL OF THE INFORMATION IN THIS DISCLOSURE STATEMENT AND ANY EXHIBITS HERETO, INCLUDING THE RISK FACTORS DESCRIBED IN GREATER DETAIL IN SECTION V HEREIN, "PLAN RELATED RISK FACTORS."

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I. BACKGROUND TO THESE CHAPTER 11 CASES

A. THE DEBTORS' HISTORY[1]

The Debtors in these Chapter 11 cases consist of: (i) Carlos and Christine Huerta, husband and wife (the "**Huertas**"); (ii) Go Global, Inc. ("**Go Global**"); (iii) Charleston Falls, LLC ("**Charleston Falls**"); and HPCH, LLC ("**HPCH**"). The Huertas own 100% of Go Global, and Carlos Huerta is Go Global's President. Charleston Falls is a Nevada limited liability company, which is majority owned and managed by Go Global. HPCH is a Nevada limited liability company which is owned wholly by Carlos Huerta. Carlos Huerta has been involved in real estate development for over fourteen years.

Go Global is a successful investment based real estate development company which was established in 1997 by Carlos Huerta. Go Global focuses on the western United States and has developed commercial and industrial properties in Texas, Florida, Nevada, Idaho and California. Go Global has both individual and corporate investors from New York, Florida, California, Nevada, China, Greece, Israel, Mexico and England. HPCH is one of Mr. Huerta's ventures and owns title to the real property location of his principal office, which location is shared by Go Global.

Go Global has primarily focused on raising capital in the role of a financier and then taking real estate assets that may need some entitlements and re-marketing, then, through Go Global, are positioning of the asset(s), in a more positive light is implemented, by adjusting their use, finding the highest and best use(s), and/or looking for the right time to sell an asset when the market conditions are optimal. Go Global has historically tried to hold assets for short periods of time and focus on internal rates of return to its investors. Go Global has provided returns in excess of 100% on several different occasions and met returns of 17% throughout most of its existence. Go Global and/or Huerta still hold several different business interests and real estate-related interests that will be well-positioned for sale in the future and many of these have substantial equity in them.

B. EVENTS LEADING TO THE CHAPTER 11 FILING

The Debtors' bankruptcy filing was primarily the result of the improper and unauthorized actions of Hugo Paulson ("**Paulson**"), a former business associate of the Debtors, whereby Paulson and certain of Paulson's entities divested the Debtors of several millions of dollars of assets, business income/profits, and instituted frivolous litigation against the Debtors. As detailed herein, the Debtors instituted the Mt. Charleston Adversary (as defined herein) to recover the Debtors' assets improperly transferred by Paulson and to Paulson himself and/or his wholly-controlled entities. HPCH's own inability to remain current on its obligations, likewise, was a collateral result of Paulson's and his team's and bank's actions and the decline in revenues realized by the Debtors.

As a result of the foregoing, on March 18th, 2010, Carlos and Christine Huerta filed their voluntary petition for relief under Chapter 13 of the Bankruptcy Code. On April 9, 2010, the Huertas' bankruptcy was converted to a Chapter 11 case. On March 23, 2010, Go Global filed its voluntary petition for relief under Chapter 11 of the Bankruptcy Code. On October 31, 2011, Charleston Falls filed its voluntary petition for relief under Chapter 11 of the Bankruptcy Code. On December 2, 2012 HPCH filed its voluntary petition for relief under Chapter 11 of the Bankruptcy Code. All of the Debtors' bankruptcy cases are now jointly administered with Go Global, Inc., Case No. 10-14804-BAM as the lead case.

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[1]All capitalized terms used but not otherwise defined herein shall have the meanings set forth in Article X herein, titled "Glossary of Key Terms." To the extent that a definition of a term in the text of this Disclosure Statement and the definition of such term in the "Glossary of Key Terms" is inconsistent, the definition in the "Glossary of Key Terms" shall control.

II. EVENTS DURING THE CHAPTER 11 CASES

A. FIRST DAY MOTIONS AND CERTAIN RELATED RELIEF

On or around the March 23, 2010, in addition to filing their voluntary petitions for relief, the Debtors also filed various motions (collectively, the **"First Day Motions"**) with the Bankruptcy Court. The Bankruptcy Court entered several orders to, among other things, (i) prevent interruptions to the Debtors' businesses, (ii) ease the strain on the Debtors' relationships with certain essential constituents, such as utility providers, (iii) allow for joint administration of the Debtors' Chapter 11 Cases, and (iv) allow the Debtors to retain bankruptcy counsel to assist them with the administration of the Chapter 11 Cases (each, a **"First Day Order"**).

1. Employment and Compensation of The Schwartz Law Firm, Inc.

To assist the Debtors in carrying out their duties as debtors in possession and to represent their interests in the Chapter 11 Cases, the Bankruptcy Court entered orders authorizing the Debtors to retain and employ The Schwartz Law Firm, Inc. as the Debtors' bankruptcy counsel.

2. Stabilizing Operations

Recognizing that any interruption of the Debtors' businesses, even for a brief time, would negatively impact their operations, revenues and profits, the Debtors filed other First Day Motions and the Bankruptcy Court entered corresponding First Day Orders to help facilitate the Debtors' seamless transition into bankruptcy.

3. Joint Administration

In order to reduce the administrative costs of prosecuting three separate chapter 11 bankruptcy cases, the Debtors filed motions to jointly administer their chapter 11 cases. On April 5, 2010, the Court entered an order directing joint administration of the Huerta and Go Global bankruptcy cases. On December 6, 2011, the Court entered an order directing joint administration of the Charleston Falls bankruptcy case with the Huerta and Go Global bankruptcy cases. On June 8, 2012, the Court entered an order directing joint administration of the HPCH bankruptcy case with the three other bankruptcy cases - Charleston Falls, Huerta, and Go Global cases.

B. LITIGATION

1. The Waterstone/Dischargeability Adversary

On June 19, 2009, prior to the filing of the Debtors' bankruptcy cases, Paulson filed a complaint against Debtors Go Global and the Huerta in the Second Judicial District Court of Washoe County, Nevada, Case No. CV09-01910, entitled Hugo R. Paulson, individually and as Trustee of the Hugo R. Paulson SEP IRA v. Carlos Huerta and Go Global, Inc. On June 15, 2010, the preceding action was removed to the Bankruptcy Court as an adversary proceeding and captioned Hugo R. Paulson, individually and as Trustee of Hugo R. Paulson SEP IRA v. Carlos Huerta, an individual; Go Global, Inc., A Nevada Corporation – Adv. Pro. No. 10-01207-BAM (the "**Waterstone Adversary**"). The Waterstone Adversary involved a condominium project investment in Washoe County, Nevada, whereby Paulson sought recovery against Carlos Huerta in connection with investments made by Paulson in HC Waterstone, LLC. Huerta had invested $2 million of his own capital and also invested an additional $1 million that Paulson took from his own IRA and wanted Huerta to invest, because Paulson wasn't able to invest it directly or else be subject to huge tax penalties.

On July 19, 2010, Paulson filed a complaint in the Bankruptcy Court against the Huertas captioned Hugo R. Paulson, individually and as Trustee of the Hugo R. Paulson SEP IRA v. Carlos Huerta, an individual, and Christine H. Huerta, an individual – Adv. Pro. No. 10-01286-BAM (the "**Dischargeability Adversary**") seeking to determine that any recovery obtained by Paulson, if any, in the Waterstone Adversary is non-dischargeable in the Chapter 11 cases.

On September 13, 2010, the Court consolidated the Waterstone Adversary and the Dischargeability Adversary under Adv. Pro. No. 10-01286-BAM (collectively, the "**Joined Adversary**"). The Debtors denied any

wrongdoing with respect to the Joined Adversary, and believed that Paulson is not entitled to any recovery with respect to the Waterstone Adversary, and, in any event, any recovery sought by Paulson is dischargeable. From April 27, 2011, to April 29, 2011, this Court held the trial for the Joined Adversary. On August 31, 2011, this Court entered its judgment and findings of fact and conclusions of law. See Adv. Pro. No. 10-01286-BAM, Docket Nos. 72-73. Specifically, while Paulson sought damages in excess of $4 million, the Court entered judgment for roughly $1 million, which amounted to the loan that Paulson provided to Go Global. More importantly, the entire sum is deemed dischargeable, by way of Go Global's Chapter 11 filing.

2. The Mount Charleston Lodge Adversary

Shortly before the filing of the Go Global and Huerta cases, Charleston Falls owned roughly 34% of the membership interests within Mt. Charleston View, LLC ("**View**"), which is the entity that Paulson fraudulently divested Charleston Falls' ownership interests out of , in March 2010,.

On September 3, 2010, the Debtors commenced an adversary proceeding in this Court, against Paulson, Azure Seas, LLC and Azure Seas Holdings, LLC, captioned Carlos A. Huerta, an individual, and Go Global, Inc., a Nevada Corporation, v. Hugo R. Paulson, an individual, Azure Seas, LLC, a Nevada limited liability company, and Azure Seas Holdings, LLC, a Nevada limited liability company – Adv. Pro. No. 10-01334- BAM (the "**Mt. Charleston Adversary**"). The Mt. Charleston Adversary involves, among other things, the wrongful transfer to, and take over by, Paulson and Paulson's entities of the Debtors' assets, including (i) the transfer of the Debtors' membership interests in Pecan Street Plaza, LLC to the Paulson 2005 Trust or Azure Seas Holdings, LLC, (ii) the dissolution of McCarran Development, LLC ("**MCD**"), of which the Debtors owned 30%, and the retention by Paulson of the land which was to be transferred to MCD, but never was, (iii) the divesture of the Debtors' interest in the Mt. Charleston lodge operations and development located in Las Vegas and (iv)the divesture of the Debtors' interests within Mt. Charleston View, LLC for a payment of $10.00 to the Debtors, even though the Debtors interest in View is estimated to be worth in excess of $2.5 million

Specifically, among other things, the Mt. Charleston Adversary sought the avoidance of preferential transfers under section 547 of the Bankruptcy Code, the avoidance of fraudulent transfers under sections 544 and 548 of the Bankruptcy Code and the recovery of property or its value for the Debtors' estates under section 550 of the Bankruptcy Code, a finding that the obligation(s) owed by a Manager or Member with respects to his fiduciary duties of loyalty is conduct subject to damages and violations of NRS 225.084(1).

This Court held the trial for the Mt. Charleston Adversary between March 2012, and May 2012. Recently, on November 2, 2012, this Court entered a 79-page Memorandum Decision After Trial (the "**Decision**") and related judgment (the "**Judgment**"), in favor of the Debtors and awarded them the gross sum of $5,579,656.71 plus pre-judgment and post judgment interest against Paulson and his related entities. See Adversary Case No. 10-01334-BAM, Docket Nos. 219 and 220. The Debtors intend on using the assets and/or funds recovered from the Judgment to, in part, fund distributions to creditors under the Plan.

As a response to the Decision and Judgment, on November 16, 2012, Paulson and his related entities each filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Arizona (collectively, the "**Paulson Bankruptcy Cases**"). The Debtors are the largest creditors in the Paulson Bankruptcy Cases and are currently prosecuting their claims in those cases.

Finally, Paulson and his related entities each appealed the Decision and Judgment (the "**Paulson Appeal**") to the Bankruptcy Appellate Panel for the Ninth Circuit Court of Appeals. The Paulson Appeal is currently pending and the Debtors will be defending the Paulson Appeal.

3. The Civil Conspiracy Lawsuit

On July 5, 2012, the Debtors, after learning via the Mount Charleston Adversary that Paulson conspired with others during his divesture of assets, the Debtors, filed claims for civil conspiracy against the other alleged conspirators (Nevada State Bank, Zions Bancorporation, and Serl Keefer CPAs in the Eighth Judicial District Court, Clark County, Nevada entitled Huerta, et al. v. Nevada State Bank, Serl Keefer & Welter, CPAs, et al., Case No. A-12-664823("the **State Court Action**"). The Debtors seek recovery from those parties due to their roles in the

fraudulent conveyance of assets and monies from the Debtors. Any recoveries from the State Court Action will be used to fund distributions to creditors under the Plan.

4. The DeArmas Adversary

On June 21, 2011, Debtors Carlos and Christine Huerta filed a complaint against Daniel DeArmas, an individual, captioned Carlos A. Huerta and Christine H. Huerta v. Daniel DeArmas, Adv. Pro. No. 11-01157-BAM (the "**DeArmas Adversary**"). Through the DeArmas Adversary, the Huertas seek recovery for the collection of monies owed by DeArmas to the Huertas in the amount of nearly $300,000.00. Subsequently thereafter, DeArmas filed a voluntary petition for bankruptcy protection under Chapter 7 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Maryland. Due to the resources necessary to pursue Mr. DeArmas and the likelihood of success, it was determined that Debtors would discontinue their efforts to recoup the monies owed.

5. The Savino Litigation

On November 23, 2009, a complaint was filed by Paulson, as trustee of the Hugo R. Paulson SEP IRA, against the Debtors, Anthony Savino ("**Savino**"), an individual, and Datasource, LLC ("**Datasource**"), a Nevada Limited Liability Company, in District Court, Clark County, Nevada, Case No. A-09-604085C, for the collection of $926,642.09 under a note executed by Savino and Datasource, and guaranteed by Carlos Huerta. The action has been stayed against the Debtors pursuant to section 362 of the Bankruptcy Code but continued with respect to Savino and Datasource. On July 5, 2012 the State Court determined that Savino and Datasource were not liable for the causes of actions brought forth by the Plaintiffs, and awarded Mark Simons, Esq. attorney's fees and costs. Currently, the Debtors are seeking relief from the Paulson Bankruptcy Cases to complete the Savino litigation and file some of the final motions necessary in order to conclude that matter.

C. OTHER EVENTS DURING THE CHAPTER 11 CASES

1. Establishment of the Claims Bar Date

The Bankruptcy Court issued the Notice of Chapter 11 Bankruptcy Case, Meeting of Creditors, & Deadlines, establishing the following dates as the respective Claims Bar Dates for filing proofs of claim:

Debtor	Bar Date for Non-Governmental Creditors	Bar Date for Governmental Creditors
Carlos A. Huerta and Christine H. Huerta	8/18/2010	10/6/2012
Go Global, Inc.	8/4/2010	9/19/2010
Charleston Falls, LLC	2/29/2012	4/28/2012
HPCH, LLC	3/1/2012	4/30/2012

D. REORGANIZATION STRATEGY

The Debtors focused on developing and executing a reorganization strategy to: (a) maximize the value of their Estates; (b) address the factors that led to the bankruptcy filing; and (c) enable the Debtors to pay their creditors as they emerge from chapter 11. Specifically, this reorganization strategy is primarily (though not exclusively) focused on pursuing the sale or refinancing of the Debtors' assets and business operations, in order to pay the Debtors' creditors. Being that the Debtors' training and expertise is in the field of real estate, the plan will be one that will implement careful forethought and years of experience. Needless to say, having the Debtors shed themselves of the Paulson/Mt. Charleston "takings" and the correlating litigation related to them, the working environment should vastly improve for the Debtors as they work the ongoing management of the real estate portfolio they hold versus having to do so under the strain of massive litigation stressors and pressures.

III. SUMMARY OF THE PLAN OF REORGANIZATION AND TREATMENT OF CLAIMS AND EQUITY INTERESTS

THIS SECTION III IS INTENDED ONLY TO PROVIDE A SUMMARY OF THE MATERIAL TERMS OF THE PLAN AND IS QUALIFIED BY REFERENCE TO THE ENTIRE DISCLOSURE STATEMENT AND THE PLAN, AND SHOULD NOT BE RELIED ON FOR A COMPREHENSIVE DISCUSSION OF THE PLAN. TO THE EXTENT THERE ARE ANY INCONSISTENCIES BETWEEN THIS SECTION III AND THE PLAN, THE TERMS AND CONDITIONS SET FORTH IN THE PLAN SHALL GOVERN.

Purpose of the Plan of Reorganization

As required by the Bankruptcy Code, the Plan, a copy of which is attached hereto as **Exhibit A**, places Claims in separate Classes and describes the treatment each Class will receive. The Plan also states whether each Class of Claims is impaired or unimpaired. If the Plan is confirmed, your recovery will be limited to the amount provided by the Plan.

Unclassified Claims

Certain types of Claims are automatically entitled to specific treatment under the Bankruptcy Code. They are not considered impaired, and Holders of such Claims do not vote on the Plan. These Creditors may object, however, if in such Claim Holder's view, the treatment under the Plan does not comply with that required by the Bankruptcy Code. As such, the Debtors did *not* place the following Claims in any Class:

Administrative Claims

Administrative Claims are Claims for the costs or expenses of administering the Debtors' Chapter 11 Cases which are Allowed under section 507(a)(2) of the Bankruptcy Code. Administrative Claims also include the expenses for the value of any goods or services sold to the Debtors in the ordinary course of business. The Bankruptcy Code requires that all Administrative Claims be paid on the Effective Date of the Plan, unless a particular claimant agrees to a different treatment.

The following chart lists the Debtors' estimated Administrative Claims and their proposed treatment under the Plan:

TYPE	ESTIMATED AMOUNT OWED	PROPOSED TREATMENT
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 2shall 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.

Class #	Description	Impairment	Treatment
Class 1(a)	Secured Claim of BMW Financial Services, LLC	Unimpaired	Paid in full 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 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 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, payable over 8 years from the Effective Date of the Plan, based on a 300-month amortization at an interest rate of 4.75%. Any amounts due and owing after 8 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, 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 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.

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 November2, 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.

Allowed Unsecured Claims of Nevada State Bank

Class 5 shall include the allowed unsecured claims of Nevada State Bank 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 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.

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 company, the equity interest holders are the members. Finally, with respect to an individual who is a debtor, the debtor is the equity interest holder.

In this case, Carlos and Christine Huerta are individuals, and their equity interests will be unimpaired by the Plan. Upon the Effective Date of the Plan, the corporate Debtors' principals and managing members will be retaining their Equity Interests under the Plan, as all secured and unsecured claims may be receiving the full amount of their allowed claims under the Plan.

A. MEANS FOR IMPLEMENTATION OF THE PLAN

1. General Settlement of Claims

Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, in consideration for the classification, distributions, releases and other benefits provided under the Plan, and as a result of arm's-length negotiations among the Debtors and other parties in interest, upon the Effective Date, the provisions of the Plan shall constitute a good faith compromise and settlement of all Claims and Equity Interests and controversies resolved pursuant to the Plan.

2. Restructuring Transactions

Prior to, on or after the Effective Date, and pursuant to the Plan, the Debtors and the Reorganized Debtors shall enter into the restructuring transactions (the "**Restructuring Transactions**") and shall take any actions as may be necessary or appropriate to affect a restructuring of their businesses or the overall organizational structure of the Reorganized Debtors. The Restructuring Transactions shall include one or more sales, mergers, consolidations, restructurings, conversions, dissolutions, transfers or liquidations as may be determined by the Debtors or the Reorganized Debtors to be necessary or appropriate. As of the date hereof, the actions to effect the Restructuring Transactions may include:

- the prosecution and resolution of the Decision and Judgment in the Paulson Bankruptcy Cases;
- the defense of the Decision and Judgment in the Paulson Appeal;
- the execution and delivery of appropriate instruments of transfer, assignment, assumption or delegation of any asset, property, right, liability, debt or obligation on terms consistent with the terms of the Plan and having other terms for which the applicable parties agree;
- the filing of appropriate certificates or articles of formation, reformation, merger, consolidation, conversion or dissolution pursuant to applicable state law; and
- all other actions that the applicable Entities determine to be necessary or appropriate, including making filings or recordings that may be required by applicable state law in connection with the Restructuring Transactions.

3. Vesting of Assets in the Reorganized Debtors

Except as otherwise provided in the Plan, any sale of the Debtors' Assets or in any agreement, instrument or other document relating thereto, on or after the Effective Date, all property of the Estate (including, without limitation, Causes of Action) and any property acquired by the Debtors pursuant to the Plan, shall vest in the Reorganized Debtors, free and clear of all liens, Claims, charges or other encumbrances. Except as may be provided in the Plan and any sale all or a portion of the Debtors' Assets, on and after the Effective Date, the Reorganized

Debtors may operate their businesses and may use, acquire or dispose of property and compromise or settle any Claims without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, other than those restrictions expressly imposed by the Plan and the Confirmation Order. Without limiting the foregoing, the Reorganized Debtors shall pay the charges that they incur after the Effective Date for Retained Professionals' fees, disbursements, expenses or related support services (including reasonable fees relating to the preparation of Retained Professional fee applications) without application to the Bankruptcy Court.

4. New Equity Interests

On the Effective Date, the Reorganized Debtors shall issue the New Equity Interests to the Debtors' members pursuant to the terms set forth in the Plan. The New Equity Interests shall represent all of the Equity Interests in the Reorganized Debtors as of the Effective Date.

5. Abandonment of Assets

Pursuant to section 554 of the Bankruptcy Code, the Debtors may abandon certain assets (the "**Abandoned Assets**"), subject to the approval of the Bankruptcy Court in accordance with the confirmation hearing. Should the Debtors decide that it is in the best interests of their estates to abandon certain assets, the Debtors will file a plan supplement to their Plan. Therefore, the order confirming the Plan will constitute the Bankruptcy Court's finding and determination that the abandonment of the Abandoned Assets is: (i) in the best interests of the Debtors, their estates and parties in interest; (ii) fair, equitable and reasonable; (iii) made in good faith; and (iv) approved pursuant to section 554 of the Bankruptcy Code and Bankruptcy Rule 9019.

B. TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

1. Assumption and Rejection of Executory Contracts and Unexpired Leases

(a) Assumption of Executory Contracts and Unexpired Leases

Subject to the right of the Reorganized Debtors to elect to reject any Executory Contract or Unexpired Lease as to which there is an objection to the proposed cure, each Executory Contract or Unexpired Lease shall be deemed automatically assumed in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code as of the Effective Date, unless any such Executory Contract or Unexpired Lease:

- has been previously rejected by the Debtors by Final Order of the Bankruptcy Court;
- has been rejected by the Debtors by order of the Bankruptcy Court as of the Effective Date, which order becomes a Final Order after the Effective Date;
- is the subject of a motion to reject pending as of the Effective Date;
- is listed on the schedule of "Rejected Contracts and Unexpired Leases" in the Plan Supplement; or
- is otherwise rejected pursuant to the Plan.

The Confirmation Order shall constitute an order of the Bankruptcy Court approving such assumptions pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date. The Debtors reserve the right to amend the schedule of Rejected Executory Contracts and Unexpired Leases at any time before the Effective Date. The Debtor(s)reject any and all rights to and will no longer continue with the contract(s) with Cancun/Monarch Grand Vacations Timeshare, 8335 South Las Vegas Blvd, Las Vegas, NV 89123, Owner #15083349(Pacific Monarch Resorts #15083349) as this property is hereby deemed unsuitable and detrimental to the responsible administration of the estate and the same will apply to the agreement(s) with the Landing at Seven Coves Timeshare#G23422, c/o VRI P.O. Box 3620, Laguna Hills, CA 92654 as well as the Park City HOA and Sweetwater Lodge Timeshare Unit #PCLL-74 contract #'s 8626 and 8627, 1255 Empire Avenue, Park City, Utah 84060 with a mailing address of: 23807 Alison Creek Road, Laguna Niguel, CA 92677.

(b) Approval of Assumptions

The Confirmation Order shall constitute an order of the Bankruptcy Court approving the assumptions described in the Plan pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date. Any counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption of such Executory Contract or Unexpired Lease will be deemed to have consented to such assumption. Each Executory Contract and Unexpired Lease assumed pursuant to the Plan or by any order of the Bankruptcy Court, which has not been assigned to a third party prior to the Effective Date, shall revest in and be fully enforceable by the Reorganized Debtors in accordance with its terms, except as such terms are modified by the provisions of the Plan or any order of the Bankruptcy Court authorizing and providing for its assumption under applicable federal law.

(c) Assignment of Executory Contracts or Unexpired Leases

In the event of an assignment of an Executory Contract or Unexpired Lease, at least ten (10) days prior to the Confirmation Hearing, the Debtors shall file with the Bankruptcy Court and serve upon counterparties to such Executory Contracts and Unexpired Leases, a notice of the proposed assumption and assignment, which will: (i) list the applicable cure amount, if any; (ii) identify the party to which the Executory Contract or Unexpired Lease will be assigned; (iii) describe the procedures for filing objections thereto; and (iv) explain the process by which related disputes will be resolved by the Bankruptcy Court. Any applicable cure amounts shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the cure amount in Cash on the Effective Date or on such other terms as the parties to such Executory Contracts or Unexpired Leases may otherwise agree.

Any objection by a counterparty to an Executory Contract or Unexpired Lease to a proposed assignment or any related cure amount must be filed, served and actually received by the Debtors and their counsel at least five (5) days prior to the Confirmation Hearing. Any counterparty to an Executory Contract and Unexpired Lease that fails to object timely to the proposed assignment or cure amount will be deemed to have consented to such assignment of its Executory Contract or Unexpired Lease. The Confirmation Order shall constitute an order of the Bankruptcy Court approving any proposed assignments of Executory Contracts or Unexpired Leases pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date.

In the event of a dispute regarding (a) the amount of any cure payment, (b) the ability of any assignee to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assigned or (c) any other matter pertaining to assignment, the applicable cure payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order or orders resolving the dispute and approving the assignment. If an objection to assignment or cure amount is sustained by the Bankruptcy Court, the Reorganized Debtors, in their sole option, may elect to reject such Executory Contract or Unexpired Lease in lieu of assuming and assigning it.

(d) Rejection of Executory Contracts or Unexpired Leases

All Executory Contracts and Unexpired Leases listed on the schedule of "Rejected Executory Contracts and Unexpired Leases" in the Plan Supplement shall be deemed rejected as of the Effective Date. The Confirmation Order shall constitute an order of the Bankruptcy Court approving the rejections described in the Plan pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date.

2. Claims on Account of the Rejection of Executory Contracts or Unexpired Leases

All proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, pursuant to the Plan or the Confirmation Order, if any, must be filed with the Bankruptcy Court within thirty (30) days after the date of entry of an order of the Bankruptcy Court (including the Confirmation Order) approving such rejection. Any Entity that is required to file a Proof of Claim arising from the rejection of an Executory Contract or an Unexpired Lease that fails to timely do so shall be forever barred, estopped and enjoined from asserting such Claim, and such Claim shall not be enforceable, against the Debtors or the Reorganized Debtors or their Estates and property, and the Debtors or the Reorganized Debtors and their Estates and property shall be

forever discharged from any and all indebtedness and liability with respect to such Claim unless otherwise ordered by the Bankruptcy Court or as otherwise provided in the Plan.

3. Cure of Defaults for Assumed Executory Contracts and Unexpired Leases

Any monetary defaults under each Executory Contract and Unexpired Lease to be assumed pursuant to the Plan shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the default amount in Cash on the Effective Date or on such other terms as the parties to such Executory Contracts or Unexpired Leases may otherwise agree. At least ten (10) days prior to the Confirmation Hearing, the Debtors shall file with the Bankruptcy Court and serve upon counterparties to such Executory Contracts and Unexpired Leases, a notice of the proposed assumption, which will: (a) list the applicable cure amount, if any; (b) describe the procedures for filing objections thereto; and (c) explain the process by which related disputes will be resolved by the Bankruptcy Court.

Any objection by a counterparty to an Executory Contract or Unexpired Lease to a proposed assumption or related cure amount must be filed, served and actually received by the Debtors at least five (5) days prior to the Confirmation Hearing. Any counterparty to an Executory Contract and Unexpired Lease that fails to object timely to the proposed assumption or cure amount will be deemed to have assented to such matters. In the event of a dispute regarding (a) the amount of any payments to cure such a default, (b) the ability of the Reorganized Debtors or any assignee to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the contract or lease to be assumed or (c) any other matter pertaining to assumption, the cure payments required by section 365(b)(1) of the Bankruptcy Code, shall be made following the entry of a Final Order or orders resolving the dispute and approving the assumption. If the Bankruptcy Court sustains an objection to a Cure Claim, the Reorganized Debtors in their sole option, may elect to reject such Executory contract or unexpired lease in lieu of assuming it.

4. Contracts and Leases Entered into After the Petition Date

Contracts and leases entered into after the Petition Date by the Debtors, including any Executory Contracts and Unexpired Leases assumed by the Debtors, will be performed by the Debtors or Reorganized Debtors in the ordinary course of their businesses. Accordingly, such contracts and leases (including any assumed Executory Contracts and Unexpired Leases) will survive and remain unaffected by entry of the Confirmation Order.

C. PROVISIONS GOVERNING DISTRIBUTIONS

1. Distributions for Claims Allowed as of the Effective Date

Except as otherwise provided in the Plan, a Final Order or as agreed to by the relevant parties, the Reorganized Debtors shall make initial distributions under the Plan on account of Claims Allowed before the Effective Date on or as soon as practicable after the Initial Distribution Date; provided, however, that payments on account of General Unsecured Claims that become Allowed Claims on or before the Effective Date shall commence on the Effective Date.

2. Distributions on Account of Claims Allowed After the Effective Date

(a) Rejection of Executory Contracts or Unexpired Leases

Except as otherwise provided in the Plan, a Final Order or as agreed to by the relevant parties, distributions under the Plan on account of a Disputed Claim that becomes an Allowed Claim after the Effective Date shall be made on the Periodic Distribution Date that is at least thirty (30) days after the Disputed Claim becomes an Allowed Claim.

(b) Special Rules for Distributions to Holders of Disputed Claims

Notwithstanding anything in the Plan to the contrary, and except as otherwise agreed to by the relevant parties, no partial payments and no partial distributions shall be made with respect to a Disputed Claim until all such disputes in connection with such Disputed Claim have been resolved by settlement or Final Order. In the event that

there are Disputed Claims requiring adjudication and resolution, the Reorganized Debtors shall establish appropriate reserves for potential payment of such Claims pursuant to Article VIII of the Plan.

3. Delivery and Distributions and Undeliverable or Unclaimed Distributions

(a) Record Date for Distributions

On the Distribution Record Date, the Claims Register shall be closed and any party responsible for making distributions shall instead be authorized and entitled to recognize only those Holders of Claims listed on the Claims Register as of the close of business on the Distribution Record Date. If a Claim is transferred twenty (20) or fewer days before the Distribution Record Date, the Distribution Agent shall make distributions to the transferee only to the extent practical and, in any event, only if the relevant transfer form contains an unconditional and explicit certification and waiver of any objection to the transfer by the transferor.

(b) Special Rules for Distributions to Holders of Disputed Claims

Except as otherwise provided in the Plan, the Debtors or the Reorganized Debtors, as applicable, shall make distributions to Holders of Allowed Claims at the address for each such Holder as indicated on the Debtors' records as of the date of any such distribution; provided, however, that the manner of such distributions shall be determined at the discretion of the Debtors or the Reorganized Debtors, as applicable; and provided further, that the address for each Holder of an Allowed Claim shall be deemed to be the address set forth in any Proof of Claim Filed by that Holder.

(c) Distributions by Distribution Agent

The Debtors and the Reorganized Debtors, as applicable, shall have the authority, in their sole discretion, to enter into agreements with one or more Distribution Agents to facilitate the distributions required under the Plan. As a condition to serving as a Distribution Agent, a Distribution Agent must (i) affirm its obligation(s) to facilitate the prompt distribution of any documents, (ii) affirm its obligation to facilitate the prompt distribution of any recoveries or distributions required under the Plan and (iii) waive any right or ability to setoff, deduct from or assert any lien or encumbrance against the distributions required under the Plan that are to be distributed by such Distribution Agent.

The Debtors or the Reorganized Debtors, as applicable, shall pay to the Distribution Agents all reasonable and documented fees and expenses of the Distribution Agents without the need for any approvals, authorizations, actions or consents. The Distribution Agents shall submit detailed invoices to the Debtors or the Reorganized Debtors, as applicable, for all fees and expenses for which the Distribution Agent seeks reimbursement and the Debtors or the Reorganized Debtors, as applicable, shall pay those amounts that they, in their sole discretion, deem reasonable, and shall object in writing to those fees and expenses, if any, that the Debtors or the Reorganized Debtors, as applicable, deem to be unreasonable. In the event that the Debtors or the Reorganized Debtors, as applicable, object to all or any portion of the amounts requested to be reimbursed in a Distribution Agent's invoice, the Debtors or the Reorganized Debtors, as applicable, and such Distribution Agent shall endeavor, in good faith, to reach mutual agreement on the amount of the appropriate payment of such disputed fees and/or expenses. In the event that the Debtors or the Reorganized Debtors, as applicable, and a Distribution Agent are unable to resolve any differences regarding disputed fees or expenses, either party shall be authorized to move to have such dispute heard by the Bankruptcy Court.

The Distribution Agents, and their respective agents, employees, officers, directors, professionals, attorneys, accountants, advisors, representatives and principals (collectively, the "**Indemnified Parties**") shall be indemnified and held harmless by the Debtors and the Reorganized Debtors, to the fullest extent permitted by law for any losses, claims, damages, liabilities and expenses, including, without limitation, reasonable attorneys' fees, disbursements and related expenses which the Indemnified Parties may incur or to which the Indemnified Parties may become subject in connection with any action, suit, proceeding or investigation brought or threatened against one or more of the Indemnified Parties on account of the acts or omissions of the Distribution Agents solely in their capacity as such; provided, however, that the Debtors and the Reorganized Debtors shall not be liable to indemnify any Indemnified Party for any act or omission constituting gross negligence, fraud and/or reckless, intentional or

willful misconduct. The foregoing indemnity in respect of any Indemnified Party shall survive the termination of such Indemnified Party from the capacity for which they are indemnified.

(d) Minimum Distributions

Notwithstanding anything in the Plan to the contrary, the Reorganized Debtors shall not be required to make distributions or payments of less than $10.00 (whether Cash or otherwise) and shall not be required to make partial distributions or payments of fractions of dollars. Whenever any payment or distribution of a fraction of a dollar under the Plan would otherwise be called for, the actual payment or distribution will reflect a rounding of such fraction to the nearest whole dollar (up or down), with half dollars or less being rounded down.

No Distribution Agent shall have any obligation to make a distribution on account of an Allowed Claim if: (i) the aggregate amount of all distributions authorized to be made on the Periodic Distribution Date in question is or has an economic value less than $10,000.00, unless such distribution is a final distribution; or (ii) the amount to be distributed to the specific Holder of an Allowed Claim on such Periodic Distribution Date does not constitute a final distribution to such Holder and is or has an economic value less than $10.00, which shall be treated as an undeliverable distribution under Article VII.C. of the Plan.

(e) Undeliverable Distributions

Holding of Certain Undeliverable Distributions. If any distribution to a Holder of an Allowed Claim made in accordance herewith is returned to the Reorganized Debtors (or the Distribution Agent) as undeliverable, no further distributions shall be made to such Holder unless and until the Reorganized Debtors (or the Distribution Agent) is notified in writing of such Holder's then current address, at which time all currently due missed distributions shall be made to such Holder on the next Periodic Distribution Date. Undeliverable distributions shall remain in the possession of the Reorganized Debtors, subject to Article VII.C. of the Plan, until such time as any such distributions become deliverable. Undeliverable distributions shall not be entitled to any additional interest, dividends or other accruals of any kind on account of their distribution being undeliverable.

Failure to Claim Undeliverable Distributions. No later than 210days after the Effective Date, the Reorganized Debtors shall File with the Bankruptcy Court a list of the Holders of undeliverable distributions. This list shall be maintained and updated periodically in the sole discretion of the Reorganized Debtors for as long as the Chapter 11 Cases remain open. Any Holder of an Allowed Claim, irrespective of when a Claim becomes an Allowed Claim, that does not notify the Reorganized Debtors of such Holder's then current address in accordance herewith within the latest of (i) one year after the Effective Date, (ii) 60 days after the attempted delivery of the undeliverable distribution and (iii) 180 days after the date such Claim becomes an Allowed Claim, shall have its Claim for such undeliverable distribution discharged and shall be forever barred, estopped and enjoined from asserting any such Claim against the Reorganized Debtors or their property. In such cases, (i) any Cash or Equity Interest held for distribution on account of Allowed Claims shall be redistributed to Holders of Allowed Claims in the applicable Class on the next Periodic Distribution Date and (ii) any Cash held for distribution to other creditors shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code and become property of the Reorganized Debtors, free of any Claims of such Holder with respect thereto. Nothing contained in the Plan shall require the Reorganized Debtors to attempt to locate any Holder of an Allowed Claim.

Failure to Present Checks. Checks issued by the Distribution Agent on account of Allowed Claims shall be null and void if not negotiated within 180 days after the issuance of such check. In an effort to ensure that all Holders of Allowed Claims receive their allocated distributions, no later than 180 days after the issuance of such checks, the Reorganized Debtors shall File with the Bankruptcy Court a list of the Holders of any un-negotiated checks. This list shall be maintained and updated periodically in the sole discretion of the Reorganized Debtors for as long as the Chapter 11 Cases stay open. Requests for reissuance of any check shall be made directly to the Distribution Agent by the Holder of the relevant Allowed Claim with respect to which such check originally was issued. Any Holder of an Allowed Claim holding an un-negotiated check that does not request reissuance of such un-negotiated check within 240 days after the date of mailing or other delivery of such check shall have its Claim for such un-negotiated check discharged and be forever barred, estopped and enjoined from asserting any such Claim against the Reorganized Debtors or their property. In such cases, any Cash held for payment on account of such Claims shall be property of the Reorganized Debtors, free of any Claims of such Holder with respect thereto.

Nothing contained in the Plan shall require the Reorganized Debtors to attempt to locate any Holder of an Allowed Claim.

4. Compliance with Tax Requirements/Allocations

In connection with the Plan, to the extent applicable, the Reorganized Debtors shall comply with all tax withholding and reporting requirements imposed on them by any governmental unit, and all distributions pursuant to the Plan shall be subject to such withholding and reporting requirements. Notwithstanding anything in the Plan to the contrary, the Reorganized Debtors and the Distribution Agent shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including liquidating a portion of the distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information necessary to facilitate such distributions or establishing any other mechanisms they believe are reasonable and appropriate. The Reorganized Debtors reserve the right to allocate all distributions made under the Plan in compliance with all applicable wage garnishments, alimony, child support and other spousal awards, liens and encumbrances. For tax purposes, distributions in full or partial satisfaction of Allowed Claims shall be allocated first to the principal amount of Allowed Claims, with any excess allocated to unpaid interest that accrued on such Claims.

5. Timing and Calculation of Amounts to be Distributed

On the Initial Distribution Date with respect to each Class (or if a Claim is not an Allowed Claim on the Effective Date, on the date that such a Claim becomes an Allowed Claim, or as soon as reasonably practicable thereafter), each Holder of an Allowed Claim against the Debtors shall receive the full amount of the distributions that the Plan provides for Allowed Claims in the applicable Class; provided, however, that distributions on account of General Unsecured Claims that become Allowed Claims before the Effective Date maybe paid on the Effective Date. If and to the extent that there are Disputed Claims, distributions on account of any such Disputed Claims shall be made pursuant to the provisions set forth in the applicable class treatment or in Article VI of the Plan. Except as otherwise provided in the Plan, Holders of Claims shall not be entitled to interest, dividends or accruals on the distributions provided for in the Plan, regardless of whether such distributions are delivered on or at any time after the Effective Date.

6. Setoffs

The Debtors and the Reorganized Debtors may withhold (but not setoff except as set forth below) from the distributions called for under the Plan on account of any Allowed Claim an amount equal to any claims, equity interests, rights and Causes of Action of any nature that the Debtors or the Reorganized Debtors may hold against the Holder of any such Allowed Claim. In the event that any such claims, equity interests, rights and Causes of Action of any nature that the Debtors or the Reorganized Debtors may hold against the Holder of any such Allowed Claim are adjudicated by Final Order or otherwise resolved, the Debtors may, pursuant to section 553 of the Bankruptcy Code or applicable non-bankruptcy law, set off against any Allowed Claim and the distributions to be made pursuant to the Plan on account of such Allowed Claim (before any distribution is made on account of such Allowed Claim), the amount of any adjudicated or resolved claims, equity interests, rights and Causes of Action of any nature that the Debtors or the Reorganized Debtors may hold against the Holder of any such Allowed Claim, but only to the extent of such adjudicated or resolved amount. Neither the failure to effect such a setoff nor the allowance of any Claim under the Plan shall constitute a waiver or release by the Debtors or the Reorganized Debtors of any such claims, equity interests, rights and Causes of Action that the Debtors or the Reorganized Debtors may possess against any such Holder, except as specifically provided in the Plan.

D. PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED AND DISPUTED CLAIMS

1. Resolution of Disputed Claims

(a) Allowance of Claims

After the Effective Date, the Reorganized Debtors shall have and shall retain any and all rights and defenses that the Debtors had with respect to any Claim, except with respect to any Claim deemed Allowed under the Plan. Except as expressly provided in the Plan or in any order entered in the Chapter 11 Cases prior to the Effective Date (including, without limitation, the Confirmation Order), no Claim shall become an Allowed Claim unless and until such Claim is deemed Allowed under the Plan or the Bankruptcy Code or the Bankruptcy Court has entered a Final Order, including, without limitation, the Confirmation Order, in the Chapter 11 Case allowing such Claim. All settled claims approved prior to the Effective Date pursuant to a Final Order of the Bankruptcy Court pursuant to Bankruptcy Rule 9019 or otherwise shall be binding on all parties.

(b) Prosecution of Objection to Claims

After the Confirmation Date but before the Effective Date, the Debtors, and after the Effective Date until the Claims Objection Bar Date, the Reorganized Debtors shall have the exclusive authority to File objections to Claims, settle, compromise, withdraw or litigate to judgment objections to any and all Claims, regardless of whether such Claims are in a Class or otherwise. From and after the Effective Date, the Reorganized Debtors may settle or compromise any Disputed Claim without any further notice to or action, order or approval of the Bankruptcy Court. The Reorganized Debtors shall have the sole authority to administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order or approval of the Bankruptcy Court. With respect to all Tort Claims, an objection is deemed to have been Filed timely, thus making each such Claim a Disputed Claim as of the Claims Objection Bar Date. Each such Tort Claim shall remain a Disputed Claim unless and until it becomes an Allowed Claim.

(c) Claims Estimation

After the Confirmation Date, but before the Effective Date, the Debtors, and after the Effective Date, the Reorganized Debtors may, at any time, request that the Bankruptcy Court estimate (i) any Disputed Claim pursuant to applicable law and (ii) any contingent or unliquidated Claim pursuant to applicable law, including, without limitation, section 502(c) of the Bankruptcy Code, regardless of whether the Debtors or the Reorganized Debtors have previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction under 28 U.S.C. §§ 157 and 1334 to estimate any Disputed Claim, contingent Claim or unliquidated Claim, including during the litigation concerning any objection to any Claim or during the pendency of any appeal relating to any such objection.

Notwithstanding anything in the Plan to the contrary, a Claim that has been expunged from the Claims Register but that is subject to appeal or has not been the subject of a Final Order, shall be deemed to be estimated at zero dollars, unless otherwise ordered by the Bankruptcy Court.

(d) Expungement or Adjustment of Claims

Any Claim that has been paid, satisfied or superseded may be expunged on the Claims Register by the Reorganized Debtors, and any Claim that has been amended may be adjusted thereon by the Reorganized Debtors, in both cases without a claims objection having to be Filed and without any further notice to or action, order or approval of the Bankruptcy Court.

(e) Deadline to File Objections to Claims

Any objections to Claims shall be Filed no later than the Claims Objection Bar Date.

2. Disallowance of Claims

All Claims of any Entity from which property is sought by the Debtors or the Reorganized Debtors under sections 542, 543, 550 or 553 of the Bankruptcy Code or that the Debtors or the Reorganized Debtors allege is a transferee of a transfer that is avoidable under sections 522(f), 522(h), 544, 545, 547, 548, 549 or 724(a) of the Bankruptcy Code shall be disallowed if (a) the Entity, on the one hand, and the Debtors or the Reorganized Debtors, on the other hand, agree or the Bankruptcy Court has determined by Final Order that such Entity or transferee is

liable to turnover any property or monies under any of the aforementioned sections of the Bankruptcy Code and (b) such Entity or transferee has failed to turnover such property by the date set forth in such agreement or Final Order.

EXCEPT AS OTHERWISE AGREED, ANY AND ALL PROOFS OF CLAIM FILED AFTER THE APPLICABLE CLAIMS BAR DATE SHALL BE DEEMED DISALLOWED AND EXPUNGED AS OF THE EFFECTIVE DATE WITHOUT ANY FURTHER NOTICE TO OR ACTION, ORDER OR APPROVAL OF THE BANKRUPTCY COURT, AND HOLDERS OF SUCH CLAIMS MAY NOT RECEIVE ANY DISTRIBUTIONS ON ACCOUNT OF SUCH CLAIMS, UNLESS SUCH LATE PROOF OF CLAIM IS DEEMED TIMELY FILED BY A BANKRUPTCY COURT ORDER ON OR BEFORE THE LATER OF (A) THE CONFIRMATION HEARING AND (B) 45 DAYS AFTER THE APPLICABLE CLAIMS BAR DATE.

3. Amendment to Claims

On or after the Effective Date, except as otherwise provided in the Plan, a Claim may not be Filed or amended without the prior authorization of the Bankruptcy Court or the Reorganized Debtors, and, to the extent such prior authorization is not received, any such new or amended Claim Filed shall be deemed disallowed and expunged without any further notice to or action, order or approval of the Bankruptcy Court.

E. CONDITIONS PRECEDENT TO CONFIRMATION AND CONSUMMATION OF THE PLAN

1. Conditions Precedent to Confirmation

It shall be a condition to Confirmation of the Plan that all provisions, terms and conditions set forth in the Plan are approved in the Confirmation Order.

2. Conditions Precedent to Consummation

It shall be a condition to Consummation of the Plan that the following conditions shall have been satisfied or waived pursuant to the provisions of Article VIII of the Plan:

- The Plan and all Plan Supplement documents, including any amendments, modifications or supplements thereto, shall be reasonably acceptable to the Debtors.

- The Confirmation Order shall have been entered and become a Final Order in a form and in substance reasonably satisfactory to the Debtors. The Confirmation Order shall provide that, among other things, the Debtors or the Reorganized Debtors, as appropriate, are authorized and directed to take all actions necessary or appropriate to consummate the Plan, including, without limitation, entering into, implementing and consummating the contracts, instruments, releases, leases, indentures and other agreements or documents created in connection with or described in the Plan.

- All documents and agreements necessary to implement the Plan shall have (a) been tendered for delivery and (b) been affected or executed. All conditions precedent to all such documents and agreements shall have been satisfied or waived pursuant to the terms of such documents or agreements.

- All actions, documents, certificates and agreements necessary to implement the Plan shall have been effected or executed and delivered to the required parties and, to the extent required, Filed with the applicable governmental units in accordance with applicable laws.

3. Waiver of Conditions

The conditions to Confirmation of the Plan and to Consummation of the Plan set forth in Article **IX** of the Plan may be waived by the Debtors without notice, leave or order of the Bankruptcy Court or any formal action other than proceeding to confirm or consummate the Plan.

4. Effect of Non-Occurrence of Conditions to Consummation

If the Consummation of the Plan does not occur, the Plan shall be null and void in all respects and nothing contained in the Plan or the Disclosure Statement shall: (a) constitute a waiver or release of any claims by or Claims against or Equity Interests in the Debtors; (b) prejudice in any manner the rights of the Debtors, any Holders or any other Entity; or (c) constitute an admission, acknowledgment, offer or undertaking by the Debtors, any Holders or any other Entity in any respect.

F. SETTLEMENT, RELEASE AND RELATED PROVISIONS

1. Compromise and Settlement

Notwithstanding anything in the Plan to the contrary, the allowance, classification and treatment of all Allowed Claims and their respective distributions and treatments under the Plan are to be considered having taken into account and conform to the relative priority and rights of the Claims and the Equity Interests in each Class in connection with any contractual, legal and equitable subordination rights relating thereto whether arising under general principles of equitable subordination, sections 510(b) and (c) of the Bankruptcy Code or otherwise. As of the Effective Date, any and all such rights described in the preceding sentence are settled, compromised and released pursuant to the Plan. The Confirmation Order will constitute the Bankruptcy Court's finding and determination that the settlements reflected in the Plan are: (a) in the best interests of the Debtors, their estates and all Holders of Claims; (b) fair, equitable and reasonable; (c) made in good faith; and (d) approved by the Bankruptcy Court pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019.

In accordance with the provisions of the Plan and pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019, without any further notice to or action, order or approval of the Bankruptcy Court, after the Effective Date (a) the Reorganized Debtors may, in their sole and absolute discretion, compromise and settle Claims against it and (b) the Reorganized Debtors may, in their sole and absolute discretion, compromise and settle Causes of Action against other Entities.

2. Preservation of Rights of Action

(a) <u>Maintenance of Causes of Action</u>

Except as otherwise provided in the Plan or Confirmation Order, after the Effective Date, the Reorganized Debtors 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, in any adversary proceeding Filed in the Chapter 11 Cases.

(b) <u>Preservation of All Causes of Action Not Expressly Settled or Released</u>

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). In addition, the Debtors and the Reorganized Debtors expressly reserve the right to pursue or adopt any claims alleged in any lawsuit in which the Debtors are a plaintiff, defendant or an interested party, against any Entity, including, without limitation, the plaintiffs or codefendants in such lawsuits.

G. BINDING NATURE OF THE PLAN

THE PLAN SHALL BIND ALL HOLDERS OF CLAIMS AGAINST AND EQUITY INTERESTS IN THE DEBTORS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NOTWITHSTANDING WHETHER OR NOT SUCH HOLDER (A) WILL RECEIVE OR RETAIN ANY PROPERTY OR INTEREST IN PROPERTY UNDER THE PLAN, (B) HAS FILED A PROOF OF CLAIM OR INTEREST IN THE CHAPTER 11 CASE OR (C) FAILED TO VOTE TO ACCEPT OR REJECT THE PLAN OR VOTED TO REJECT THE PLAN.

IV. CONFIRMATION AND CONSUMMATION PROCEDURES

A. Solicitation of Votes

The process by which the Debtors will solicit votes to accept or reject the Plan is summarized in Disclosure Statement Motion.

PLEASE REFER TO THE PROCEDURES MOTION FOR MORE INFORMATION REGARDING VOTING REQUIREMENTS TO ENSURE THAT VOTES ARE PROPERLY AND TIMELY SUBMITTED SUCH THAT THEY ARE COUNTED AS VOTES TO ACCEPT OR REJECT THE PLAN.

B. Confirmation Procedures

1. Confirmation Hearing

The Confirmation Hearing will commence at prevailing Pacific Time on , 2013.

The Plan Objection Deadline is 5:00 p.m., prevailing Pacific Time on , 2013.

All Plan objections must be filed with the Bankruptcy Court and served on the Debtors and certain other parties in accordance with the Disclosure Statement Order on or before the Plan Objection Deadline.

THE BANKRUPTCY COURT WILL NOT CONSIDER PLAN OBJECTIONS UNLESS THEY ARE TIMELY SERVED AND FILED IN COMPLIANCE WITH THE DISCLOSURE STATEMENT ORDER.

2. Confirmation Hearing Notice

Following the Disclosure Statement Hearing, the Debtors will serve the Confirmation Hearing Notice on all of the Debtors' creditors, parties in interest and parties which have requested notice pursuant to Bankruptcy Rule 2002, which will contain, among other things, the Plan Objection Deadline, the Voting Deadline and the date that the Confirmation Hearing is scheduled to commence.

3. Filing Objections to the Plan

All objections, if any, must (a) be made in writing, (b) conform to the Bankruptcy Rules and the Local Rules for the District of Nevada and (c) be filed, contemporaneously with a proof of service, with the Bankruptcy Court and served so that they are **actually received** on or before the Plan Objection Deadline by each of the parties listed in the table below:

Name:	Contact Information:
Debtors' counsel	The Schwartz Law Firm, Inc. Attn: Samuel A. Schwartz, Esq. 6623 Las Vegas Blvd. South, Suite 300 Las Vegas, Nevada 89119 Fax: (702) 385-2741

C. STATUTORY REQUIREMENTS FOR CONFIRMATION OF THE PLAN

At the Confirmation Hearing, the Bankruptcy Court will determine whether the Plan satisfies the requirements of section 1129 of the Bankruptcy Code. The Debtors believe that: (i) the Plan satisfies or will satisfy all of the statutory requirements of chapter 11 of the Bankruptcy Code; (ii) it has complied or will have complied with all of the requirements of chapter 11 of the Bankruptcy Code; and (iii) the Plan has been proposed in good faith. Specifically, the Debtors believe that the Plan satisfies or will satisfy the applicable Confirmation requirements of section 1129 of the Bankruptcy Code set forth below:

- The Plan complies with the applicable provisions of the Bankruptcy Code;
- The Debtors, as the Plan proponent, will have complied with the applicable provisions of the Bankruptcy Code;
- The Plan has been proposed in good faith and not by any means forbidden by law;
- Any payment made or promised under the Plan for services or for costs and expenses in, or in connection with, the Chapter 11 Cases, or in connection with the Plan and incident to the Chapter 11 Cases, has been disclosed to the Bankruptcy Court, and any such payment: (a) made before the Confirmation of the Plan is reasonable; or (b) is subject to the approval of the Bankruptcy Court as reasonable, if it is to be fixed after Confirmation of the Plan;
- Either each Holder of an Impaired Claim has accepted the Plan, or will receive or retain under the Plan on account of such Claim, property of a value, as of the Effective Date of the Plan, that is not less than the amount that such Holder would receive or retain if the Debtors were liquidated on that date under chapter 7 of the Bankruptcy Code, including pursuant to section 1129(b) of the Bankruptcy Code;
- Each Class of Claims that is entitled to vote on the Plan has either accepted the Plan or is not Impaired under the Plan, or the Plan can be confirmed without the approval of such voting Class pursuant to section 1129(b) of the Bankruptcy Code;
- Except to the extent that the Holder of a particular Claim will agree to a different treatment of its Claim, the Plan provides that Administrative Claims and Other Priority Claims will be paid in full on the Effective Date, or as soon thereafter as is reasonably practicable;
- At least one Class of Impaired Claims has accepted the Plan, determined without including any acceptance of the Plan by any insider holding a Claim in that Class;
- Confirmation of the Plan is not likely to be followed by the liquidation or the need for further financial reorganization of the Debtors or any successors thereto under the Plan, unless the Plan contemplates such liquidation or reorganization;
- The Debtors have paid the required filing fees pursuant to 28 U.S.C. § 1930 to the clerk of the Bankruptcy Court; and

- In addition to the filing fees paid to the clerk of the Bankruptcy Court, the Debtors will pay quarterly fees no later than the last day of the calendar month, following the calendar quarter for which the fee is owed in the Debtors' Chapter 11 Cases for each quarter (including any fraction thereof), to the Office of the U.S. Trustee, until the case is converted or dismissed, whichever occurs first.

1. Best Interests of Creditors Test/Liquidation Analysis

Often called the "best interests" test, section 1129(a)(7) of the Bankruptcy Code requires that a bankruptcy court find, as a condition to confirmation, that a chapter 11 plan provides, with respect to each class, that each holder of a claim or an equity interest in such class either (a) has accepted the plan or (b) will receive or retain under the plan property of a value, as of the effective date of the plan, that is not less than the amount that such holder would receive or retain if the debtors are liquidated under chapter 7 of the Bankruptcy Code. To make these findings, the bankruptcy court must: (a) estimate the Cash liquidation proceeds that a chapter 7 trustee would generate if the debtors' Chapter 11 Cases were converted to chapter 7 cases and the assets of such debtors' estates were liquidated; (b) determine the liquidation distribution that each non-accepting holder of a claim or an equity interest would receive from such liquidation proceeds under the priority scheme dictated in chapter 7; and (c) compare such holder's liquidation distribution to the distribution under the plan that such holder would receive, if the plan were confirmed.

In chapter 7 cases, unsecured creditors and equity interest holders of a debtor are paid from available assets generally in the following order, with no junior class receiving any payments until all amounts due to senior classes have been paid fully or any such payment is provided for: (a) holders of secured claims (to the extent of the value of their collateral); (b) holders of priority claims; (c) holders of unsecured claims; (d) holders of debt expressly subordinated by its terms or by order of the bankruptcy court; and (e) holders of equity interests.

Accordingly, the Cash amount that would be available for satisfaction of Claims (other than Secured Claims) would consist of the proceeds resulting from the disposition of the unencumbered assets of the Debtors, augmented by the unencumbered Cash held by the Debtors at the time of the commencement of the liquidation. Such Cash would be reduced by the amount of the costs and expenses of the liquidation and by such additional administrative and priority claims that may result from termination of the Debtors' businesses and the use of chapter 7 for purposes of liquidation.

The Debtors believe that confirmation of the Plan will provide each Holder of an Allowed Claim with a greater recovery than the value of any distributions if the Chapter 11 Cases was converted to a case under chapter 7 of the Bankruptcy Code because, among other reasons, the Debtors do not own any significant, tangible assets which could be liquidated. Specifically, the Debtors' intended management and eventual sale of many of its Assets will pay all creditors in full. Conversely, in a chapter 7 liquidation, the Debtors would be subject to the fees and expenses of a chapter 7 trustee, which would likely further reduce Cash available for distribution. In addition, distributions in chapter 7 cases may not occur for a longer period of time than distributions under the Plan, thereby reducing the present value of such distributions. In this regard, it is possible that distribution of the proceeds from liquidation could be delayed for a significant period, while the chapter 7 trustee and its advisors become knowledgeable about, among other things, the Chapter 11 Cases and the Claims against the Debtors. As set forth in the Liquidation Analysis, Holders of Equity Interests may not receive any recovery under a chapter 7 liquidation, so the Plan satisfies the requirements of section 1129(a)(7) of the Bankruptcy Code with respect to such Classes.

2. Feasibility

Section 1129(a) (11) of the Bankruptcy Code requires that the Bankruptcy Court find that confirmation is not likely to be followed by the liquidation of the Reorganized Debtors or the need for further financial reorganization, unless the Plan contemplates such liquidation. For purposes of demonstrating that the Plan meets this "feasibility" standard, the Debtors have analyzed the ability of the Reorganized Debtors to meet their obligations under the Plan and to retain sufficient liquidity and capital resources to conduct its business.

The Debtors believe that the Plan meets the feasibility requirement set forth in section 1129(a) (11) of the Bankruptcy Code. Therefore, confirmation is not likely to be followed by liquidation or the need for further

financial reorganization of the Debtors or any successor under the Plan. In connection with the development of the Plan and for the purposes of determining whether the Plan satisfies this feasibility standard, the Debtors analyzed their ability to satisfy their financial obligations while maintaining sufficient liquidity and capital resources.

3. Acceptance by Impaired Classes

The Bankruptcy Code requires, as a condition to confirmation, that, except as described in the following section, each class of claims or equity interests that is impaired under a plan, accept the plan. A class that is not "impaired" under a plan is deemed to have accepted the plan and, therefore, solicitation of acceptances with respect to such class is not required. A class is "impaired" unless the plan: (a) leaves unaltered the legal, equitable and contractual rights to which the claim or the equity interest entitles the holder of such claim or equity interest; (b) cures any default and reinstates the original terms of such obligation; or (c) provides that, on the consummation date, the holder of such claim or equity interest receives Cash equal to the allowed amount of that claim or, with respect to any equity interest, any fixed liquidation preference to which the holder of such equity interest is entitled to any fixed price at which the Debtors may redeem the security of.

Section 1126(c) of the Bankruptcy Code defines acceptance of a plan by a class of impaired claims as acceptance by holders of at least two-thirds in dollar amount and more than one-half in number of claims in that class, but for that purpose counts only those who actually vote to accept or to reject the plan. Thus, a class of claims will have voted to accept the plan, only if two-thirds in amount and a majority in number voting actually cast their ballots in favor of acceptance.

Claims in Classes 2, 4, 5 and 6 are Impaired under the Plan, and as a result, the Holders of Claims in such Classes are entitled to vote on the Plan. Pursuant to section 1129 of the Bankruptcy Code, the Holders of Claims in the Voting Classes must accept the Plan for the Plan to be confirmed without application of the "fair and equitable test" to such Classes, and without considering whether the Plan "discriminates unfairly" with respect to such Classes, as both standards are described herein. As stated above, Classes of Claims will have accepted the Plan if the Plan is accepted by at least two-thirds in amount and a majority in number of the Claims of each such Class (other than any Claims of creditors designated under section 1126(e) of the Bankruptcy Code) that have voted to accept or reject the Plan.

4. Confirmation Without Acceptance by All Impaired Classes

Section 1129(b) of the Bankruptcy Code allows a bankruptcy court to confirm a plan even if all impaired classes entitled to vote on the plan have not accepted it, provided that the plan has been accepted by at least one impaired class. Pursuant to section 1129(b) of the Bankruptcy Code, notwithstanding an impaired class's rejection or deemed rejection of the plan, such plan will be confirmed, at the plan proponent's request, in a procedure commonly known as "cram down," so long as the plan does not "discriminate unfairly" and is "fair and equitable" with respect to each class of claims or equity interests that is impaired under, and has not accepted, the plan.

5. No Unfair Discrimination

This test applies to classes of claims or equity interests that are of equal priority and are receiving different treatment under the Plan. The test does not require that the treatment be the same or equivalent for all such classes, but that such treatment be "fair." In general, bankruptcy courts consider whether a plan discriminates unfairly in its treatment of classes of claims of equal rank (e.g., classes of the same legal character). Bankruptcy courts will take into account a number of factors in determining whether a plan discriminates unfairly, and, accordingly, a plan could treat two classes of unsecured creditors differently without unfairly discriminating against either class.

6. Fair and Equitable Test

This test applies to classes of different priority and status (*e.g.*, secured versus unsecured) and includes the general requirement that no class of claims receive more than 100% of the amount of the allowed claims in such class. As to the dissenting class, the test sets different standards depending on the type of claims or equity interests in such class:

- Secured Claims. The condition that a plan be "fair and equitable" to a non-accepting class of secured claims includes the requirements that: (a) the holders of such secured claims retain the liens securing such claims to the extent of the allowed amount of the claims, whether the property subject to the liens is retained by the debtors or transferred to another entity under the plan; and (b) each holder of a secured claim in the class receives deferred Cash payments totaling at least the allowed amount of such claim with a present value, as of the effective date of the plan, at least equivalent to the value of the secured claimant's interest in the Debtors' property subject to the liens.

- Unsecured Claims. The condition that a plan be "fair and equitable" to a non-accepting class of unsecured claims includes the following requirement that either: (a) the plan provides that each holder of a claim of such class receive or retain on account of such claim property of a value, as of the effective date of the plan, equal to the allowed amount of such claim; or (b) the holder of any claim or any equity interest that is junior to the claims of such class will not receive or retain under the plan on account of such junior claim or junior equity interest any property.

- Equity Interests. The condition that a plan be "fair and equitable" to a non-accepting class of equity interests includes the requirements that either:

  - the plan provides that each holder of an equity interest in that class receives or retains under the plan on account of that equity interest property of a value, as of the effective date of the plan, equal to the greater of: (a) the allowed amount of any fixed liquidation preference to which such holder is entitled; (b) any fixed redemption price to which such holder is entitled; or (c) the value of such interest; or

  - if the class does not receive the amount required in the paragraph directly above, no class of equity interests junior to the non-accepting class may receive a distribution under the plan.

To the extent that any of the Voting Classes vote to reject the Plan, the Debtors still reserve the right to seek (a) Confirmation of the Plan under section 1129(b) of the Bankruptcy Code and/or (b) modify the Plan in accordance with Article XIII. B. of the Plan.

The Debtors do not believe that the Plan discriminates unfairly against any Impaired Class of Claims or Equity Interests. The Debtors believe that the Plan and the treatment of all Classes of Claims and Equity Interests under the Plan satisfy the foregoing requirements for nonconsensual Confirmation of the Plan.

D. CONSUMMATION OF THE PLAN

The Plan will be consummated on the Effective Date. For a more detailed discussion of the conditions precedent to consummation of the Plan and the impact of failure to meet such conditions, see Article IX of the Plan.

V. PLAN-RELATED RISK FACTORS

PRIOR TO VOTING TO ACCEPT OR REJECT THE PLAN, ALL HOLDERS OF CLAIMS THAT ARE IMPAIRED SHOULD READ AND CONSIDER CAREFULLY THE FACTORS SET FORTH HEREIN, AS WELL AS ALL OTHER INFORMATION SET FORTH OR OTHERWISE REFERENCED IN THIS DISCLOSURE STATEMENT. ALTHOUGH THESE RISK FACTORS ARE MANY, THESE FACTORS SHOULD NOT BE REGARDED AS CONSTITUTING THE ONLY RISKS PRESENT IN CONNECTION WITH THE DEBTORS' BUSINESSES OR THE PLAN AND ITS IMPLEMENTATION.

A. CERTAIN BANKRUPTCY LAW CONSIDERATIONS

1. Parties-in-Interest May Object to the Debtors' Classification of Claims and Equity Interests.

Section 1122 of the Bankruptcy Code provides that a plan may place a claim or an equity interest in a particular class only if such claim or equity interest is substantially similar to the other claims or equity interests in such class. The Debtors believe that the classification of Claims and Equity Interests under the Plan complies with the requirements set forth in the Bankruptcy Code because the Debtors created Classes of Claims and Equity Interests, each encompassing Claims or Equity Interests, as applicable, that are substantially similar to the other Claims and Equity Interests in each such Class. Nevertheless, there can be no assurance that the Bankruptcy Court will reach the same conclusion.

2. The Debtors May Fail to Satisfy the Vote Requirement

If votes are received in number and amount sufficient to enable the Bankruptcy Court to confirm the Plan, the Debtors intend to seek, as promptly as practicable thereafter, Confirmation of the Plan. In the event that sufficient votes are not received, the Debtors may seek to accomplish an alternative Chapter 11 plan. There can be no assurance that the terms of any such alternative Chapter 11 plan would be similar or as favorable to the Holders of Allowed Claims as those proposed in the Plan.

3. The Debtors May Not Be Able to Secure Confirmation of the Plan

Section 1129 of the Bankruptcy Code sets forth the requirements for confirmation of a chapter 11 plan and requires, among other things, findings by the bankruptcy court that: (a) such plan "does not unfairly discriminate" and is "fair and equitable" with respect to any non-accepting classes; (b) confirmation of such plan is not likely to be followed by a liquidation or a need for further financial reorganization unless such liquidation or reorganization is contemplated by the plan; and (c) the value of distributions to non-accepting Holders of Claims within a particular class under such plan will not be less than the value of distributions such holders would receive if the debtors were liquidated under chapter 7 of the Bankruptcy Code.

There can be no assurance that the requisite acceptances to confirm the Plan will be received. Even if the requisite acceptances are received, there can be no assurance that the Bankruptcy Court will confirm the Plan. A non-accepting Holder of an Allowed Claim might challenge either the adequacy of this Disclosure Statement or whether the balloting procedures and voting results satisfy the requirements of the Bankruptcy Code or Bankruptcy Rules. Even if the Bankruptcy Court determined that the Disclosure Statement, the balloting procedures and voting results were appropriate, the Bankruptcy Court could still decline to confirm the Plan if it found that any of the statutory requirements for Confirmation had not been met, including the requirement that the terms of the Plan do not "unfairly discriminate" and are "fair and equitable" to non-accepting Classes.

Confirmation of the Plan is also subject to certain conditions as described in Articles IV and IX of the Plan. If the Plan is not confirmed, it is unclear what distributions, if any, Holders of Allowed Claims would receive with respect to their Allowed Claims.

The Debtors, subject to the terms and conditions of the Plan, reserve the right to modify the terms and conditions of the Plan as necessary for Confirmation. Any such modifications could result in less favorable treatment of any non-accepting Class, as well as any Classes junior to such non-accepting Class, than the treatment currently provided in the Plan. Such less favorable treatment could include a distribution of property to the Class affected by the modification of a lesser value than currently provided in the Plan or no distribution of property whatsoever under the Plan.

4. Nonconsensual Confirmation of the Plan May be Necessary

In the event that any impaired class of claims or equity interests does not accept a Chapter 11 plan, a bankruptcy court may nevertheless confirm such a plan at the proponents' request if at least one impaired class has accepted the plan (with such acceptance being determined without including the vote of any "insider" in such class), and, as to each impaired class that has not accepted the plan, the bankruptcy court determines that the plan "does not

discriminate unfairly" and is "fair and equitable" with respect to the dissenting impaired classes. The Debtors believe that the Plan satisfies these requirements and the Debtors may request such nonconsensual Confirmation in accordance with subsection 1129(b) of the Bankruptcy Code. Nevertheless, there can be no assurance that the Bankruptcy Court will reach this conclusion.

5. The Debtors May Object to the Amount or Classification of a Claim

Except as otherwise provided in the Plan, the Debtors and Reorganized Debtors reserve the right to object to the amount or classification of any Claim under the Plan. The estimates set forth in this Disclosure Statement cannot be relied on by any Holder of a Claim where such Claim is subject to an objection. Thus, any Holder of a Claim that is subject to an objection thus may not receive its expected share of the estimated distributions described in this Disclosure Statement.

6. Risk of Non-Occurrence of the Effective Date

Although the Debtors believe that the Effective Date may occur quickly after the Confirmation Date, there can be no assurance as to such timing, or as to whether the Effective Date will, in fact, occur.

7. Contingencies Will Not Affect Votes of Impaired Classes to Accept or Reject the Plan

The distributions available to Holders of Allowed Claims under the Plan can be affected by a variety of contingencies, including, without limitation, whether the Bankruptcy Court orders certain Allowed Claims to be subordinated to other Allowed Claims. The occurrence of any and all such contingencies, which could affect distributions available to Holders of Allowed Claims under the Plan, will not affect the validity of the vote taken by the Impaired Classes to accept or reject the Plan or require any sort of revote by the Impaired Classes.

B. RISK FACTORS THAT MAY AFFECT RECOVERIES UNDER THE PLAN

1. The Debtors' Members Will Control the Reorganized Debtors

Consummation of the Plan will result in the Huertas owning all of the Reorganized Debtors' Equity Interests, thus giving the Huertas a controlling influence over the business and affairs of the Reorganized Debtors, if any.

C. RISKS ASSOCIATED WITH FORWARD LOOKING STATEMENTS

1. The Financial Information Contained Herein is Based on the Debtors' Books and Records and, Unless Otherwise Stated, No Audit Was Performed

The financial information contained in this Disclosure Statement has not been audited. In preparing this Disclosure Statement, the Debtors relied on financial data derived from their books and records that was available at the time of such preparation. Although the Debtors have used their reasonable business judgment to ensure the accuracy of the financial information provided in this Disclosure Statement, and while the Debtors believe that such financial information fairly reflects the financial condition of the Debtors, the Debtors are unable to warrant or represent that the financial information contained herein and attached hereto is without inaccuracies.

2. Financial Projections and Other Forward Looking Statements Are Not Assured, Are Subject to Inherent Uncertainty Due to the Numerous Assumptions Upon Which They Are Based and, as a result, Actual Results May Vary

This Disclosure Statement contains various projections concerning the financial results of the Reorganized Debtors' operations, including any financial projections, that are, by their nature, forward looking, and which projections are necessarily based on certain assumptions and estimates. Should any or all of these assumptions or estimates ultimately prove to be incorrect, the actual future experiences of the Reorganized Debtors may turn out to be different from the financial projections.

Specifically, the projected financial results contained in this Disclosure Statement reflect numerous assumptions concerning the anticipated future performance of the Reorganized Debtors, some of which may not materialize, including, without limitation, assumptions concerning: (a) the timing of Confirmation and Consummation of the Plan in accordance with its terms; (b) the anticipated future performance of the Reorganized Debtors, including, without limitation, the Debtors' ability to sell their Assets; (c) general business and economic conditions; and (d) overall performance and trends in the commercial real estate industry.

Due to the inherent uncertainties associated with projecting financial results generally, the projections contained in this Disclosure Statement will not be considered assurances or guarantees of the amount of funds or the amount of Claims that may be allowed in the various Classes. While the Debtors believe that the financial projections contained in this Disclosure Statement are reasonable, there can be no assurance that they will be realized.

D. DISCLOSURE STATEMENT DISCLAIMERS

1. The Information Contained Herein Is for Soliciting Votes Only

The information contained in this Disclosure Statement is for purposes of soliciting acceptances of the Plan and may not be relied upon for any other purpose.

2. This Disclosure Statement Was Not Approved by the Securities and Exchange Commission

This Disclosure Statement has not been filed with the Commission or any state regulatory authority. Neither the Commission nor any state regulatory authority has passed upon the accuracy or adequacy of this Disclosure Statement, or the exhibits or the statements contained herein, and any representation to the contrary is unlawful.

3. The Disclosure Statement Contains Forward Looking Statements

This Disclosure Statement contains "forward looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Such statements consist of any statement other than a recitation of historical fact and can be identified by the use of forward looking terminology such as "may," "expect," "anticipate," "estimate" or "continue" or the negative thereof or other variations thereon or comparable terminology. The reader is cautioned that all forward looking statements are necessarily speculative and there are certain risks and uncertainties that could cause actual events or results to differ materially from those referred to in such forward looking statements. The liquidation analysis, distribution projections and other information contained herein and attached hereto are estimates only, and the timing and amount of actual distributions to Holders of Allowed Claims may be affected by many factors that cannot be predicted. Therefore, any analyses, estimates or recovery projections may or may not turn out to be accurate.

4. No Legal or Tax Advice is Provided to You by this Disclosure Statement

This Disclosure Statement is not legal advice to you. The contents of this Disclosure Statement should not be construed as legal, business or tax advice. Each Holder of a Claim or an Equity Interest should consult his or her own legal counsel and accountant with regard to any legal, tax and other matters concerning his or her Claim or Equity Interest. This Disclosure Statement may not be relied upon for any purpose other than to determine how to vote on the Plan or object to Confirmation of the Plan.

5. No Admissions Are Made by this Disclosure Statement

The information and statements contained in this Disclosure Statement will neither (a) constitute an admission of any fact or liability by any Entity (including, without limitation, the Debtors) nor (b) be deemed evidence of the tax or other legal effects of the Plan on the Debtors, the Reorganized Debtors, Holders of Allowed Claims or Equity Interest or any other parties in interest.

6. No Reliance Should be Placed on any Failure to Identify Litigation Claims or Projected Objections

No reliance should be placed on the fact that a particular litigation claim or projected objection to a particular Claim or Equity Interest is, or is not, identified in this Disclosure Statement. The Debtors or the Reorganized Debtors, as applicable, (i) may seek to investigate, File and prosecute Claims and Equity Interests and (ii) may object to Claims after the Confirmation or Effective Date of the Plan irrespective of whether the Disclosure Statement identifies such Claims or Objections to Claims.

7. Nothing Herein Constitutes a Waiver of any Rights to Object to Claims or Recover Transfers and Assets

The vote by a Holder of an Allowed Claim for or against the Plan does not constitute a waiver or release of any Claims or rights of the Debtors or the Reorganized Debtors (or any party in interest, as the case may be) to object to that Holder's Allowed Claim, or recover any preferential, fraudulent or other voidable transfer or assets, regardless of whether any Claims or Causes of Action of the Debtors or its Estate are specifically or generally identified herein.

8. The Information Used Herein Was Provided to the Debtors and Was Relied Upon by the Debtors' Advisors

Counsel to the Debtors has relied upon information provided by the Debtors in connection with the preparation of this Disclosure Statement. Although counsel to the Debtors has performed certain limited due diligence in connection with the preparation of this Disclosure Statement, it has not verified independently the information contained herein.

9. The Potential Exists for Inaccuracies, and the Debtors Have no Duty to Update

The statements contained in this Disclosure Statement are made by the Debtors as of the date hereof, unless otherwise specified herein, and the delivery of this Disclosure Statement after that date does not imply that there has not been a change in the information set forth herein since that date. While the Debtors have used their reasonable business judgment to ensure the accuracy of all of the information provided in this Disclosure Statement and in the Plan, the Debtors, nonetheless cannot, and do not, confirm the current accuracy of all statements appearing in this Disclosure Statement. Further, although the Debtors may subsequently update the information in this Disclosure Statement, the Debtors have no affirmative duty to do so unless ordered to do so by the Bankruptcy Court.

10. No Representations Made Outside of the Disclosure Statement Are Authorized

No representations concerning or relating to the Debtors, the Chapter 11 Cases or the Plan are authorized by the Bankruptcy Court or the Bankruptcy Code, other than as set forth in this Disclosure Statement. Any representations or inducements made to secure your acceptance or rejection of the Plan that are other than as contained in, or included with, this Disclosure Statement, should not be relied upon by you in arriving at your decision. You should promptly report unauthorized representations or inducements to the counsel to the Debtors, and the United States Trustee.

VI. ALTERNATIVES TO CONFIRMATION AND CONSUMMATION OF THE PLAN

A. Liquidation Under Chapter 7 of the Bankruptcy Code

If no chapter 11 plan can be confirmed, the Chapter 11 Cases may be converted to a case under Chapter 7 of the Bankruptcy Code in which case, a trustee would be elected or appointed to liquidate the Debtors' assets. A discussion of the effect that a chapter 7 liquidation would have on the recovery of holders of Claims is set forth in Section IV.C. herein, titled "Statutory Requirements for Confirmation of the Plan." In performing the liquidation analysis, the Debtors have assumed that all Holders of Claims will be determined to have "claims" that are entitled to share in the proceeds from any such liquidation. The Debtors believe that liquidation under chapter 7 would

result in (i) smaller distributions being made to creditors than those provided for in the Plan because of the additional administrative expenses involved in the appointment of a trustee and attorneys and other professionals to assist such trustee, (ii) smaller distributions being made to creditors than those provided in the Plan because the Debtors' only real assets consist of its real property and the improvements thereon, which have less value in a forced liquidation, (iii) additional expenses and claims, some of which would be entitled to priority, which would be generated during the liquidation and from the rejection of unexpired leases and executory contracts in connection with the cessation of the Debtors' operations, and (iv) the potential failure to realize the greater, going-concern value of all of the Debtors' assets.

B. Filing of an Alternative Plan of Reorganization

If the Plan is not confirmed, the Debtors or any other party in interest could attempt to formulate a different plan of reorganization. Such a plan might involve either a reorganization and continuation of the Debtors' businesses or an orderly liquidation of their assets. During the negotiations prior to the filing of the Plan, the Debtors explored various alternatives to the Plan.

The Debtors believe that the Plan enables the Debtors to emerge from Chapter 11 successfully and expeditiously, and allows creditors to realize the highest recoveries under the circumstances. As compared to a liquidation under Chapter 7 of the Bankruptcy Code, a liquidation under Chapter 11 of the Bankruptcy Code, the assets of the Debtors would be sold in an orderly fashion over a more extended period of time than in a liquidation under Chapter 7, and a trustee need not be appointed. Thus, the administrative costs associated with a Chapter11 liquidation are less than the costs associated with a Chapter 7 liquidation and creditors normally receive greater recoveries in a Chapter 11 liquidation than in a Chapter 7 liquidation.

VII. RETENTION OF JURISDICTION

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court shall, after the Effective Date, retain such jurisdiction over the Chapter 11 Cases and all Entities with respect to all matters related to the Chapter 11 Cases, the Debtors and the Plan as legally permissible, including, without limitation, jurisdiction to:

1. allow, disallow, determine, liquidate, classify, estimate or establish the priority or secured or unsecured status of any Claim, including, without limitation, the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the allowance or priority of any Claim;

2. grant or deny any applications for allowance of compensation or reimbursement of expenses authorized pursuant to the Bankruptcy Code or the Plan, for periods ending on or before the Confirmation Date;

3. resolve any matters related to the assumption, assignment or rejection of any Executory Contract or Unexpired Lease to which the Debtors are party or with respect to which the Debtors or the Reorganized Debtors may be liable and to adjudicate and, if necessary, liquidate, any Claims arising there from, including, without limitation, those matters related to any amendment to the Plan after the Effective Date to add Executory Contracts or Unexpired Leases to the list of Executory Contracts and Unexpired Leases to be assumed;

4. resolve any issues related to any matters adjudicated in the Chapter 11 Cases;

5. ensure that distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of the Plan;

6. decide or resolve any motions, adversary proceedings, contested or litigated matters and any other Causes of Action that are pending as of the Effective Date or that may be commenced in the future, and grant or deny any applications involving the Debtors that may be pending on the Effective Date or instituted by the Reorganized Debtors after the Effective Date, *provided* however, that the Reorganized Debtors shall reserve the right to commence actions in all appropriate forums and jurisdictions;

7. enter such orders as may be necessary or appropriate to implement or consummate the provisions of the Plan and all other contracts, instruments, releases, indentures and other agreements or documents adopted in connection with the Plan, the Plan Supplement or the Disclosure Statement;

8. resolve any cases, controversies, suits or disputes that may arise in connection with the Consummation, interpretation or enforcement of the Plan or any Entity's obligations incurred in connection with the Plan;

9. hear and determine all Causes of Action that are pending as of the Effective Date or that may be commenced in the future;

10. issue injunctions and enforce them, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any Entity with Consummation or enforcement of the Plan, except as otherwise provided in the Plan;

11. enforce Article X.A. and X.B. of the Plan;

12. resolve any cases, controversies, suits or disputes with respect to any injunctions or similar provisions contained in the Plan and enter such orders or take such others actions as may be necessary or appropriate to implement or enforce all such injunctions and other provisions;

13. enter and implement such orders or take such other actions as may be necessary or appropriate if the Confirmation Order is modified, stayed, reversed, revoked or vacated;

14. resolve any other matters that may arise in connection with or relate to the Plan, the Disclosure Statement, the Confirmation Order or any contract, instrument, release, indenture or other agreement or document adopted in connection with the Plan or the Disclosure Statement; and

15. enter an order concluding the Chapter 11 Cases.

VIII. CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN

IRS CIRCULAR 230 DISCLOSURE: TO ENSURE COMPLIANCE WITH REQUIREMENTS IMPOSED BY THE IRS, ANY TAX ADVICE CONTAINED IN THIS DISCLOSURE STATEMENT (INCLUDING ANY ATTACHMENTS) IS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, BY ANY TAXPAYER FOR THE PURPOSE OF AVOIDING TAX-RELATED PENALTIES UNDER THE IRC. TAX ADVICE CONTAINED IN THIS DISCLOSURE STATEMENT (INCLUDING ANY ATTACHMENTS) IS WRITTEN TO SUPPORT THE PROMOTION OR MARKETING OF THE TRANSACTIONS OR MATTERS ADDRESSED BY THE DISCLOSURE STATEMENT. EACH TAXPAYER SHOULD SEEK ADVICE BASED ON THE TAXPAYER'S PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

A. Certain Federal Income Tax Consequences of the Plan

The following discussion is a summary of certain U.S. federal income tax consequences of the consummation of the Plan to Holders of Allowed Claims. This summary is based on the Internal Revenue Code (the "IRC"), the U.S. Treasury Regulations promulgated there under, judicial authorities, published administrative positions of the Internal Revenue Service (the "**IRS**") and other applicable authorities, all as in effect on the date of this Disclosure Statement and all of which are subject to change or differing interpretations, possibly with retroactive effect. No rulings or determinations of the IRS or any other taxing authorities have been sought or obtained with respect to the tax consequences discussed herein, and the discussion below is not binding upon the IRS or the courts. No assurance can be given that the IRS would not assert, or that a court would not sustain, a different position than any position discussed herein.

This discussion is for general information only and does not purport to address all aspects of U.S. federal income taxation that may be relevant to Holders of Claims in light of their personal circumstances, nor does the

discussion deal with tax issues with respect to taxpayers subject to special treatment under the U.S. federal income tax laws (including, for example, banks, governmental authorities or agencies, pass-through entities, brokers and dealers in securities, insurance companies, financial institutions, tax-exempt organizations, small business investment companies or regulated investment companies). This discussion only addresses the tax consequences to Holders of Claims who have held such Claims as capital assets within the meaning of the IRC. No aspect of foreign, state, local or estate and gift taxation is addressed.

Importantly, the Debtors anticipate that the Restructuring Transactions will be exempt from taxation pursuant to Section 1146 of the Bankruptcy Code. Accordingly, little or no tax liability will accrue if the Plan is confirmed.

THE FOLLOWING SUMMARY OF CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT A SUBSTITUTE FOR CAREFUL TAX PLANNING AND ADVICE BASED UPON THE INDIVIDUAL CIRCUMSTANCES PERTAINING TO A HOLDER OF AN ALLOWED CLAIM. ALL HOLDERS OF CLAIMS ARE URGED TO CONSULT THEIR OWN TAX ADVISORS AS TO THE U.S. FEDERAL, STATE, LOCAL AND NON-UNITED STATES TAX CONSEQUENCES OF THE PLAN.

B. In General

The U.S. federal income tax consequences of the distributions contemplated by the Plan to Holders of Claims will depend upon a number of factors. The character and amount of income, gain or loss recognized as a consequence of the Plan and the distributions provided thereby will depend upon, among other things, (i) the manner in which a Holder acquired a Claim, (ii) the length of time the Claim has been Held, (iii) whether the Claim was acquired at a discount, (iv) whether the Holder has taken a bad debt deduction with respect to the Claim (or any portion thereof) in the current or prior years, (v) whether the Holder has previously included income accrued, but unpaid interest with respect to the Claim (vi) the method of tax accounting of the Holder, and (vii) whether the Claim is an installment obligation for U.S. federal income tax purposes.

For purposes of the following discussion, a "U.S. Holder" is any person (i) who is a citizen resident of the United States; (ii) that is a corporation or partnership created or organized in or under the laws of the United States or any state thereof of the District of Columbia; (iii) that is an estate, the income of which is subject to U.S. federal income taxation regardless of its source; or (iv) that is a trust (a) the administration over which a United States person can exercise primary supervision and all of the substantial decisions of which one or more United States persons have the authority to control or (b) that has elected to continue to be treated as United States person for U.S. federal income tax purposes. A "Non-U.S. Holder" is any person that is not a U.S. Holder. In the case of a partnership, the tax treatment of its partners will depend on the status of the partner and the activities of the partnership. Holders who are partnerships or partners in a partnership should consult their tax advisors.

Certain Holders of Claims (such as foreign persons, S corporations, regulated investment companies, insurance companies, financial institutions, small business investment companies, broker-dealers, and tax exempt organizations) may be subject to special rules not addressed in this summary of the U.S. federal tax consequences. There also may be state, local and/or foreign income or other tax considerations or U.S. federal estate and gift tax consideration applicable to Holders of Claims, which are not addressed herein. EACH HOLDER OF A CLAIM OR EQUITY INTEREST AFFECTED BY THE PLAN IS STRONGLY URGED TO CONSULT ITS TAX ADVISOR WITH RESPECT TO DISTRIBUTIONS RECEIVED UNDER THE PLAN.

C. U.S. Holders of Claims

A U.S. Holder should generally recognize capital gain or loss for U.S. income tax purposes in an amount equal to the difference between the amount of Cash (and other consideration received) under the Plan in respect of such Holder's Claim and the Holder's adjusted tax basis in the Claim. However, to the extent a U.S. Holder received any Cash (or other consideration) in satisfaction of any accrued and unpaid interest, such Holder may recognize ordinary income or loss to the extent that such Cash (or other consideration) is allocable to the accrued and unpaid interest, unless such Holder has previously included the accrued interest in such Holder's taxable income.

D. Non-U.S. Holders of Claims

A Non-U.S. Holder of a Claim generally will not be subject to the U.S. federal income tax with respect to any income or gain recognized upon the exchange of such Holder's Claim with Cash (or other property) pursuant to the Plan, unless (i) such Holder is engaged in a trade or business in the United States to which income, gain from the exchange is "effective connected" for U.S. federal income tax purposes, or (ii) if such Holder is an individual, such Holder is present in the United States for 183 days or more during the taxable year of the exchange and certain other requirements are met. To the extent any cash (or other consideration) is distributed for accrued and unpaid interest, however, a Non-U.S. Holder may be subject to U.S. withholding taxes at (30%) unless such Holder is qualified for the so-called "portfolio interest exemption" or eligible to claim a reduction or exemption under any applicable treaty and complies with certain required certification procedures.

E. Importance of Obtaining Professional Tax Assistance

The U.S. federal income tax consequences to a Holder other than a Holder receiving Cash (or other property) in satisfaction of such Holder's Claim may be different from the tax consequences described above. Holders of each such Claim should consult their tax advisers regarding potential federal income tax consequences.

THE FOREGOING DISCUSSION IS INTENDED ONLY AS A SUMMARY OF CERTAIN INCOME TAX CONSEQUENCES OF THE PLAN AND IS NOT A SUBSTITUTE FOR CAREFUL TAX PLANNING WITH THE ASSISTANCE OF A TAX PROFESSIONAL. THE ABOVE DISCUSSION IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT TAX ADVICE. THE TAX CONSEQUENCES ARE, IN MANY CASES, UNCERTAIN AND MAY VARY DEPENDING ON A CLAIM HOLDER'S PARTICULAR CIRCUMSTANCES. ACCORDINGLY, CLAIM HOLDERS ARE URGED TO CONSULT THEIR TAX ADVISORS ABOUT THE U.S., STATE, LOCAL, APPLICABLE FOREIGN INCOME, AND OTHER TAX CONSEQUENCES OF THE PLAN.

IX. Glossary of Defined Terms

For purposes herein: (a) in the appropriate context, each term, whether stated in the singular or the plural, will include both the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender will include the masculine, feminine and the neuter gender; (b) any reference herein to a contract, lease, instrument, release, indenture or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document will be substantially in that form or substantially on those terms and conditions; (c) any reference herein to an existing document or exhibit having been filed or to be filed will mean that document or exhibit, as it may thereafter be amended, modified or supplemented; (d) unless otherwise specified, all references herein to "Sections" are references to Sections hereof or hereto; (e) unless otherwise stated, the words ''herein,'' "hereof" and ''hereto'' refer to the Disclosure Statement in its entirety rather than to a particular portion of the Disclosure Statement; (f) captions and headings to Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation hereof; (g) the rules of construction set forth in section 102 of the Bankruptcy Code will apply; and (h) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules will have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be.

Unless the context otherwise requires, the following terms will have the following meanings when used in capitalized form herein:

1. "*Accrued Professional Compensation*" means, at any given moment, all accrued, contingent and/or unpaid fees and expenses (including, without limitation, success fees and Allowed Professional Compensation) for legal, financial advisory, accounting and other services and reimbursement of expenses that are awardable and allowable under sections 328, 330(a) or 331 of the Bankruptcy Code or otherwise rendered allowable prior to the Confirmation Date by any Retained Professionals in the Chapter 11 Cases, that the Bankruptcy Court has not denied by a Final Order, to the extent that any such fees and expenses have not been previously paid regardless of whether a fee application has been Filed for any such amount. To the extent that the Bankruptcy Court or any higher court denies or reduces by a Final Order any amount of a Retained Professional's fees, then those reduced or denied amounts shall no longer constitute Accrued Professional Compensation.

2. *"Administrative Claim"* means any Claim for costs and expenses of administration of the Estate under sections 503(b), 507(b) or 1114(e)(2) of the Bankruptcy Code (excluding claims under section 503(b)(9) of the Bankruptcy Code), including, without limitation: (a) the actual and necessary costs and expenses incurred after the Petition Date of preserving the Estate and operating the business of the Debtors; (b) Allowed Professional Compensation; and (c) all fees and charges assessed against the Estate under chapter 123 of title 28 of the United States Code, 28 U.S.C. §§ 1911-1930. Administrative Claims do not include DIP Lender Claims, which are separately treated under the Plan.

3. "*Affiliate*" has the meaning set forth at section 101(2) of the Bankruptcy Code.

4. *"Allowed"* means, with respect to Claims or Equity Interests: (a) any Claim or Equity Interest, proof of which is timely Filed by the applicable Claims Bar Date (or which by the Bankruptcy Code or Final Order is not or shall not be required to be Filed); (b) any Claim or Equity Interest that is listed in the Schedules as of the Effective Date as not contingent, not unliquidated and not disputed, and for which no Proof of Claim or Interest has been timely Filed; or (c) any Claim or Equity Interest Allowed pursuant to the Plan; *provided, however,* that with respect to any Claim or Equity Interest described in clause (a) above, such Claim or Equity Interest shall be considered Allowed only if and to the extent that (x) with respect to any Claim or Equity Interest no objection to the allowance thereof has been interposed within the applicable period of time fixed by the Plan, the Bankruptcy Code, the Bankruptcy Rules or the Bankruptcy Court or (y) such an objection is so interposed and the Claim or Equity Interest shall have been Allowed for distribution purposes only by a Final Order. Any Claim that has been or is hereafter listed in the Schedules as contingent, unliquidated or disputed, and for which no Proof of Claim has been timely Filed, is not considered Allowed and shall be expunged without further action by the Debtors or the Reorganized Debtors and without any further notice to or action, order or approval of the Bankruptcy Court.

5. *"Allowed Professional Compensation"* means all Accrued Professional Compensation Allowed or awarded by a Final Order of the Bankruptcy Court or any other court of competent jurisdiction.

6. "*Assets*" means all of the Debtors' right, title and interest of any nature in property, wherever located, as specified in section 541 of the Bankruptcy Code.

7. "*Avoidance Actions*" means any and all claims and causes of action which the Debtors, the debtors in possession, the Estates, or other appropriate party in interest has asserted or may assert under sections 502, 510, 542, 544, 545, or 547 through 553 of the Bankruptcy Code or under similar or related state or federal statutes and common law, including fraudulent transfer laws.

8. *"Ballots"* means the ballots accompanying the Disclosure Statement upon which certain Holders of Impaired Claims (modified, as necessary, based on voting party in accordance with the Disclosure Statement Order) entitled to vote shall, among other things, indicate their acceptance or rejection of the Plan in accordance with the Plan and the procedures governing the solicitation process, and which must be actually received on or before the Voting Deadline.

9. *"Bankruptcy Code"* means Chapter 11 of the Bankruptcy Code, 11 U.S.C. §§ 101-1532, as amended and applicable to the Chapter 11 Cases.

10. *"Bankruptcy Court"* means the United States Bankruptcy Court for the District of Nevada, having jurisdiction over the Chapter 11 Cases and, to the extent of the withdrawal of any reference under section 157 of title 28 of the United States Code and/or the Order of the United States District Court for the District of Nevada pursuant to section 157(a) of title 28 of the United States Code, the United States District Court for the District of Nevada.

11. "*Bankruptcy Rules*" means the Federal Rules of Bankruptcy Procedure, as applicable to the Chapter 11 Cases, promulgated under 28 U.S.C. § 2075 and the general, local and chambers rules of the Bankruptcy Court.

12. "*Business Day*" means any day, other than a Saturday, Sunday or "legal holiday" (as defined in Bankruptcy Rule 9006(a)).

13. "*Cash*" means the legal tender of the United States of America or the equivalent thereof.

14. "*Causes of Action*" means all actions, causes of action (including Avoidance Actions), Claims, liabilities, obligations, rights, suits, debts, damages, judgments, remedies, demands, setoffs, defenses, recoupment's, cross claims, 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 Petition Date or during the course of the Chapter 11 Cases, including through the Effective Date.

15. "*Chapter 11 Cases*" means the Chapter 11 cases pending for the Debtors under Chapter 11 of the Bankruptcy Code in the Bankruptcy Court.

16. "*Charleston Falls Petition Date*" means October 31, 2011.

17. "*Claim*" means any claim against a Debtor as defined in section 101(5) of the Bankruptcy Code.

18. "*Claims Bar Date*" means, as applicable, the dates set forth in Article II.C. of the Disclosure Statement.

19. *"Claims Objection Bar Date"* means, for each Claim, the later of (a) 180 days after the Effective Date and (b) such other period of limitation as may be specifically fixed by an order of the Bankruptcy Court for objecting to such Claims; *provided, however*, that in no event shall the Claims Objection Bar Date be greater than 120 days after the Effective Date with respect to any General Unsecured Claim in Class 7.

20. *"Claims Register"* means the official register of Claims maintained by the Bankruptcy Court.

21. "*Class*" means a category of Holders of Claims or Equity Interests as set forth in Article II hereof pursuant to section 1122(a) of the Bankruptcy Code.

22. "*Commencement*" or "*Petition Date*" means March 23, 2010, the date on which the Debtors commenced the Chapter 11 cases.

23. *"Commission"* means the U.S. Securities and Exchange Commission.

24. "*Confirmation*" means the entry of the Confirmation Order on the docket of the Chapter 11 Cases, subject to all conditions specified in Article IX of the Plan having been: (a) satisfied; or (b) waived pursuant to Article IX of the Plan.

25. "*Confirmation Date*" means the date upon which the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Cases, within the meaning of Bankruptcy Rules 5003 and 9021.

26. *"Confirmation Hearing"* means the hearing held by the Bankruptcy Court on Confirmation of the Plan pursuant to section 1129 of the Bankruptcy Code, as such hearing may be continued from time to time.

27. *"Confirmation Hearing Notice"* means that certain notice of Confirmation Hearing approved by the Disclosure Statement Order.

28. "*Confirmation Order*" means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

29. *"Consummation"* means the occurrence of the Effective Date.

30. "*Creditor*" means a Holder of a Claim.

31. *"Cure Claim"* means a Claim based upon the Debtors' defaults on an Executory Contract or Unexpired Lease at the time such contract or lease is assumed by the Debtors under sections 365 or 1123 of the Bankruptcy Code.

32. "*Debtors*" means Go Global, Inc., Carlos A. Huerta and Christine A. Huerta, Charleston Falls, LLC, and HPCH, LLC as debtors in these Chapter 11 Cases.

33. "*Debtors in Possession*" means the Debtors, as debtors in possession in this Chapter 11 Case.

34. "*Disclosure Statement*" means the First Amended *Joint Disclosure Statement for the Plan of Reorganization of Go Global, Inc., Carlos A. Huerta and Christine A. Huerta, Charleston Falls, LLC and HPCH, LLC Under Chapter 11 of the Bankruptcy Code*, as amended, supplemented or modified from time to time, including all exhibits and schedules thereto and references therein that relate to the Plan, that is prepared and distributed in accordance with the Bankruptcy Code, Bankruptcy Rules and any other applicable law.

35. "*Disclosure Statement Motion*" means that certain *Motion for Order (A) Approving the Disclosure Statement, (B) Establishing the Record Date, Voting Deadline, and Other Dates, (C) Approving Procedures for Soliciting, Receiving and Tabulating Votes on the Plan and for Filing Objections to the Plan and (D) Approving the Manner and Forms of Notice and Other Related Documents,* filed with the Bankruptcy Court on_____, 2013, as the Motion may be amended from time to time.

36. "*Disclosure Statement Order*" means that certain *Order (A) Approving the Disclosure Statement, (B) Establishing the Record Date, Voting Deadline, and Other Dates, (C) Approving Procedures for Soliciting, Receiving and Tabulating Votes on the Plan and for Filing Objections to the Plan and (D) Approving the Manner and Forms of Notice and Other Related Documents,* approved by the Bankruptcy Court on_____, 2013, as the order may be amended from time to time.

37. "*Disputed Claim*" means, with respect to any Claim or Equity Interests, any Claim or Equity Interests on (a) the Claims Register that is not yet Allowed, or (b) Scheduled as Disputed.

38. "*Distribution Agent*" means Cynthia Bitaut of Baxter Distribution Services, 2655 Box Canyon Drive, No. 190, Las Vegas, Nevada 89128.

39. *"Distribution Record Date"* means the date for determining which Holders of Claims are eligible to receive distributions hereunder and shall be the Voting Deadline or such other date as designated in an order of the Bankruptcy Court.

40. "*Effective Date*" means the day that is the first Business Day occurring which is at least ten (10) days after the Confirmation Date on which: (a) no stay of the Confirmation Order is in effect; and (b) all conditions specified in Article IX of the Plan have been: (i) satisfied; or (ii) waived pursuant to Article IX of the Plan.

41. "*Entity*" means an entity as defined in section 101(15) of the Bankruptcy Code.

42. "*Equity Interest*" means any (a) security interest in the Debtors, including all issued, unissued, authorized, or outstanding shares of stock together with any warrants, options, or contractual rights to purchase or acquire such equity securities at any time and all rights arising with respect thereto, or (b) partnership, limited liability company, or similar interest in the Debtors.

43. "*Estate*" means the estates created for the Debtors in the Chapter 11 Cases pursuant to section 541 of the Bankruptcy Code.

44. *"Exchange Act"* means the Securities Act of 1933, 15 U.S.C. §§ 77a-77aa, or any similar federal, state or local law.

45. "*Executory Contract*" means a contract to which the Debtors are a party that is subject to assumption or rejection under sections 365 or 1123 of the Bankruptcy Code.

46. *"File"* or *"Filed"* means file, filed or filing with the Bankruptcy Court or its authorized designee in these Chapter 11 Cases.

47. "*Final Order*" means an order or judgment of the Bankruptcy Court, or other court of competent jurisdiction with respect to the subject matter, as entered on the docket in the Chapter 11 Cases or the docket of any court of competent jurisdiction, that has not been reversed, stayed, modified or amended, and as to which the time to appeal, or seek certiorari or move for a new trial, reargument or rehearing has expired and no appeal or petition for certiorari or other proceedings for a new trial, reargument or rehearing been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been timely Filed has been withdrawn or resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought or the new trial, reargument or rehearing shall have been denied, resulted in no modification of such order or has otherwise been dismissed with prejudice.

48. *"General Unsecured Claim"* means any claim against the Debtors that is not (i) an Administrative Claim, (ii) Priority Tax Claim, (iii) Priority Non-Tax Claim, or (iv) a Secured Claim.

49. "*Go Global Petition Date*" mean March 23, 2010.

50. *"Governmental Bar Date"* means the dates set forth in Article II.C. of the Disclosure Statement.

51. "*Holder*" means an Entity holding a Claim or an Equity Interest.

52. "*Huerta Petition Date*" means March 18, 2010.

53. *"Impaired"* means any Claims in an Impaired Class.

54. "*Impaired Class*" means an impaired Class within the meaning of section 1124 of the Bankruptcy Code.

55. "*Initial Distribution Date*" means the date that is as soon as practicable after the Effective Date, but no later than thirty (30) days after the Effective Date, when distributions under the Plan shall commence.

56. *"New Equity Interests"* means the equity in Reorganized Debtors to be authorized, issued or reserved on the Effective Date pursuant to the Plan, which shall constitute all of the direct or indirect equity of the Reorganized Debtors.

57. "*Paulson Entities*" means any entity related to, owned (in whole or in part) or controlled by Hugo R. Paulson, including but not limited to Azure Seas, LLC, and Azure Seas Holdings, LLC.

58. *"Periodic Distribution Date"* means the first Business Day that is as soon as reasonably practicable occurring no later than approximately 180 days after the Initial Distribution Date, and thereafter, the first Business Day that is as soon as reasonably practicable occurring no later than 180 days after the immediately preceding Periodic Distribution Date.

59. "*Person*" means a person as defined in section 101(41) of the Bankruptcy Code.

60. "*Plan*" means the First Amended *Joint Plan of Reorganization of Go Global, Inc., Carlos A. Huerta and Christine A. Huerta, HPCH, LLC and Charleston Falls, LLC Under Chapter 11 of the Bankruptcy Code* dated January 17, 2013, as amended, supplemented or modified from time to time, including, without limitation, the Plan Supplement, which is incorporated therein by reference.

61. "*Plan Sponsor*" means the Entity purchasing the land and improvements thereon owned and operated by the Debtors, which assets are being sold pursuant to the Plan.

62. "*Plan Supplement*" means, collectively, the compilation of documents and forms of documents, and all exhibits, attachments, schedules, agreements, documents and instruments referred to therein, ancillary or otherwise, all of which are incorporated by reference into, and are an integral part of, the Plan, as all of the same may be amended, modified, replaced and/or supplemented from time to time in accordance with the terms hereof and the Bankruptcy Code and the Bankruptcy Rules.

63. "*Priority Non-Tax Claim*" means any Claim accorded priority in right of payment pursuant to section 507(a) of the Bankruptcy Code, other than a Priority Tax Claim or an Administrative Claim.

64. "*Priority Tax Claim*" means any Claim of a governmental unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.

65. *"Proof of Claim"* means a proof of Claim Filed against the Debtors in the Chapter 11 Cases.

66. "*Proof of Interest*" means a proof of Equity Interest filed against the Debtors in the Chapter 11 Cases.

67. "*Pro Rata*" means the proportion that an Allowed Claim in a particular Class bears to the aggregate amount of Allowed Claims in that Class, or the proportion that Allowed Claims in a particular Class bear to the aggregate amount of Allowed Claims in a particular Class and other Classes entitled to share in the same recovery as such Allowed Claim under the Plan.

68. *"Record Date"* means the dates set forth in Article II.C. of the Disclosure Statement.

69. "*Reorganized Debtors* means the Debtors, or any successor thereto, by merger, consolidation or otherwise, on or after the Effective Date.

70. "*Retained Professional*" means any Entity: (a) employed in these Chapter 11 Cases pursuant to a Final Order in accordance with sections 327 and 1103 of the Bankruptcy Code and to be compensated for services rendered prior to the Effective Date, pursuant to sections 327, 328, 329, 330 or 331 of the Bankruptcy Code; or (b) for which compensation and reimbursement has been allowed by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code.

71. "*Schedules*" mean, collectively, the schedules of assets and liabilities and statements of financial affairs Filed by the Debtors pursuant to section 521 of the Bankruptcy Code and in substantial accordance with the Official Bankruptcy Forms, as the same may have been amended, modified or supplemented from time to time.

72. *"Secured"* means a Claim secured by a Lien on property in which the Estate has an interest, which Lien is valid, perfected, and enforceable pursuant to applicable law or by reason of a Bankruptcy Court order, or that is secured pursuant to section 365(j) of the Bankruptcy Code, or that is subject to setoff pursuant to section 553 of the Bankruptcy Code, in each case to the extent of the value of the creditor's interest in the Estate's interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to section 506(a) of the Bankruptcy Code.

73. *"Securities Act"* means the United States Securities Act of 1933, as amended.

74. *"SLF"* means The Schwartz Law Firm, Inc.

75. *"Solicitation Deadline"* means the close of business on _____, 2013.

76. "*Tort Claim*" means any Claim that has not been settled, compromised or otherwise resolved that: (a) arises out of allegations of personal injury, wrongful death, property damage, products liability or similar legal

theories of recovery; or (b) arises under any federal, state or local statute, rule, regulation or ordinance governing, regulating or relating to protection of human health, safety or the environment.

77. "*Unexpired Lease*" means a lease to which the Debtors are a party that is subject to assumption or rejection under sections 365 or 1123 of the Bankruptcy Code.

78. "*Unimpaired*" means, with respect to a Class of Claims or Equity Interests, a Claim or an Equity Interest that is unimpaired within the meaning of section 1124 of the Bankruptcy Code.

79. "*Unimpaired Class*" means an unimpaired Class within the meaning of section 1124 of the Bankruptcy Code.

80. "*Unimpaired Claim*" means any Claim in an Unimpaired Class.

81. "*Voting Classes*" means Classes 2, 4, 5 and 6.

"*Voting Deadline*" means_____, 2013 at 5:00 p.m. prevailing Pacific Time for all Holders of Claims, which is the date and time by which all Ballots must be received by January 12, 2012, in accordance with the Disclosure Statement Order, or such other date and time as may be established by the Bankruptcy Court with respect to any Voting Class.

X. RECOMMENDATION

In the opinion of the Debtors, the Plan is preferable to the alternatives described in this Disclosure Statement because it provides for a larger distribution to the Debtors' creditors than would otherwise result in a liquidation under Chapter 7 of the Bankruptcy Code. In addition, any alternative other than Confirmation of the Plan could result in extensive delays and increased administrative expenses resulting in smaller distributions to Holders of Allowed Claims than that which is proposed under the Plan. Accordingly, the Debtors recommend that Holders of Claims entitled to vote on the Plan support Confirmation of the Plan and vote to accept the Plan.

Respectfully submitted

/s/ Christine H. Huerta
Christine H. Huerta Individually

/s/ Carlos A. Huerta
Carlos A. Huerta as President of Go Global,
Inc., as Managing Member of Charleston Falls, LLC,
As Managing Member of HPCH, LLC and Individually

/s/Samuel A. Schwartz
Samuel A. Schwartz, Esq.
Attorneys for the Debtors

EXHIBITS

Exhibit A – Copy of Proposed Plan of Reorganization

Exhibit B – Liquidation Analysis

Exhibit C – Cash Flow Analysis

EXHIBIT C

EXHIBIT C

LIQUIDATION ANALYSIS[1]

A. OVERVIEW

A chapter 11 plan cannot be confirmed unless the bankruptcy court determines that the plan is in the "best interests" of all holders of claims and interests that are impaired by the plan and that have not accepted the plan. The "best interests" test requires a bankruptcy court to find either that (i) all members of an impaired class of claims or interests have accepted the plan or (ii) the plan will provide a member who has not accepted the plan with a recovery of property of a value, as of the effective date of the plan, that is not less than the amount that such holder would recover if the Debtors were liquidated under chapter 7 of the Bankruptcy Code. The properties in question here would have a liquidated value equal to their approximate values, less foreclosure costs and fees.

B. UNDERLYING ASSUMPTIONS AND DISCLAIMER

This liquidation analysis (the "**Liquidation Analysis**") was prepared in connection with the filing of the Debtors' Disclosure Statement and Plan.

The Debtors have prepared this Liquidation Analysis based on a hypothetical liquidation under chapter 7 of the Bankruptcy Code. The determination of the costs of, and proceeds from, the hypothetical liquidation of the Debtors' assets in a chapter 7 case is an uncertain process involving the extensive use of estimates and assumptions that, although considered reasonable by the Debtors, are inherently subject to significant business, economic and competitive uncertainties and contingencies beyond the control of the Debtors and their legal advisors. Inevitably, some assumptions in the Liquidation Analysis would not materialize in an actual chapter 7 liquidation, and unanticipated events and circumstances could affect the ultimate results in an actual chapter 7 liquidation.

It is assumed, among other things, that the hypothetical liquidation under chapter 7 would commence under the direction of a court-appointed trustee and would continue for a period of time, during which time all of the Debtors' major assets would be sold or surrendered to their respective lien holders, and the cash proceeds, if any, net of liquidation related costs, would then be distributed to creditors in accordance with relevant law.

THE LIQUIDATION ANALYSIS IS NOT INTENDED AND SHOULD NOT BE USED FOR ANY OTHER PURPOSE. THE LIQUIDATION ANALYSIS DOES NOT PURPORT TO BE A VALUATION OF THE DEBTORS' ASSETS AS A GOING CONCERN, AND THERE MAY BE A SIGNIFICANT DIFFERENCE BETWEEN THE LIQUIDATION ANALYSIS AND THE VALUES THAT MAY BE REALIZED IN AN ACTUAL LIQUIDATION. THIS ANALYSIS ASSUMES "LIQUIDATION VALUES" BASED ON

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[1] All capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Disclosure Statement. To the extent that a definition of a term in the text of this Exhibit C to the Disclosure Statement and the definition of such term in the Disclosure Statement is inconsistent, the definition included in the Disclosure Statement shall control.

APPRAISALS, WHERE AVAILABLE, AND THE DEBTORS' BUSINESS JUDGEMENT, WHERE APPRAISALS ARE NOT AVAILABLE.

THE UNDERLYING FINANCIAL INFORMATION IN THE LIQUIDATION ANALYSIS WAS NOT COMPILED OR EXAMINED BY ANY INDEPENDENT ACCOUNTANTS. NEITHER THE DEBTORS NOR THEIR ADVISORS MAKE ANY REPRESENTATION OR WARRANTY THAT THE ACTUAL RESULTS WOULD OR WOULD NOT APPROXIMATE THE ESTIMATES AND ASSUMPTIONS REPRESENTED IN THE LIQUIDATION ANALYSIS. ACTUAL RESULTS COULD VARY MATERIALLY. THIS ANALYSIS ASSUMES "LIQUIDATION VALUES" BASED ON APPRAISALS, WHERE AVAILABLE AND WHEN APPLICABLE, AND THE DEBTORS' BUSINESS JUDGMENT, WHERE APPRAISALS ARE NOT AVAILABLE.

C. SUMMARY NOTES TO THIS LIQUIDATION ANALYSIS

The Liquidation Analysis should be read in conjunction with the following notes and assumptions:

1. Dependence on Unaudited Financial Statements. This Liquidation Analysis contains estimates that are still under review and it remains subject to further legal and accounting analysis.

2. Preference or Fraudulent Transfers. No recovery or related litigation costs attributed to any potential avoidance actions under the Bankruptcy Code, including potential preference or fraudulent transfer actions are assumed within this analysis due to, among other issues, anticipated disputes about these matters.

3. Duration of the Liquidation Process. The Debtors have assumed that the liquidation would involve very little operations. Thus, this Liquidation Analysis assumes the liquidation would be completed within twelve (12) months. In an actual liquidation, the wind down process and time period(s) could vary thereby impacting recoveries. For example, the potential for priority, contingent and other claims, litigation, rejection costs and the final determination of allowed claims could substantially impact both the timing and amount of the distribution of the asset proceeds to the creditors. Accordingly, there can be no assurance that the values reflected in this Liquidation Analysis would be realized if the Debtors were, in fact, to undergo such a liquidation.

D. SUMMARY OF LIQUIDATION ANALYSIS (AS OF APRIL 1, 2011)

Carlos & Christine Huerta and Go Global, Inc.
Liquidation Analysis

**LIST OF THE DEBTORS' PROPERTIES,
LIEN AMOUNTS AND EQUITY**

3060 E. Post Road, Suite 110	
Las Vegas, Nevada 89120	
First Mortgage:	$654,000.00
Current Approximate Value:	$654,000.00
Negative Equity:	($0.00)
908 Harold Drive, Unit 22	
Incline Village, Nevada 89451	
First Mortgage:	$350,671.80
Current Approximate Value:	$350,000.00
Negative Equity:	($671.80)
7229 Mira Vista Street	
Las Vegas, Nevada 89120	
First Mortgage:	$665,655.85
Second Mortgage:	$176,535.00
Current Approximate Value:	$840,000.00
Negative Equity:	($2,190.85)
711 Biltmore Way, Unit 302	
Coral Gables, Florida 33134	
First Mortgage:	$367,000.00
Current Approximate Value:	$350,000.00
Negative Equity:	($17,000.00)
Cabin 11 at Mt. Charleston Cabins	
APN 129-36-101-009	
First Mortgage:	$137,194.97
Current Approximate Value:	$120,000.00
Negative Equity:	($17,194.97)
1370 Highway #20	
Ashton, Idaho 83420	
First Mortgage:	$616,072.50
Current Approximate Value:	$620,000.00
Equity:	$3,927.50

Go Global, Inc.[2]	
Cash on Hand:	$20,000.00
Real Property:	$650,000.00
Furniture, Fixtures & Equipment:	$10,000.00
Total Assets:	**$680,000.00**
Total Secured Liabilities:	$654,000.00
Total Unsecured Liabilities:	$10,000.00
Total Liabilities:	**$664,000.00**
Total Equity:	**$16,000.00**
Total:	
Current Debt:	$3,631,130.12
Current Appraised Value:	$3,614,000.00
Negative Equity:	**($17,130.12)**

Chapter 7 Liquidation Costs. Pursuant to section 726 of the Bankruptcy Code, the allowed administrative expenses incurred by a Chapter 7 trustee, including, but not limited to, expenses affiliated with selling the Debtors' assets, will be entitled to payment in full prior to any distribution to Chapter 11 administrative and other priority claims. As the Debtors are individuals and do not operate a business, it is anticipated that creditors' recoveries would be extinguished by the secured claims of the Debtors' first lien holders, leaving no recovery for unsecured creditors.

[2] The value of Go Global, Inc. will largely be determined by the outcome of the Mt. Charleston Adversary, as the litigation involves the company's most significant asset, The Mount Charleston Lodge. If the Debtors are successful in the Mt. Charleston Adversary, the value of the company will likely increase by a few million dollars. As the Debtors propose to pay allowed claims of unsecured creditors in full, however, the outcome of the Mt. Charleston Adversary is irrelevant for this liquidation analysis.

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E-Filed: April 4, 2011

UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF NEVADA

In re: Go Global, Inc., Debtor, In re: Carlos A. Huerta, and Christine H. Huerta, Debtors.	)	Jointly Administered Under CASE NO.: 10-14804-BAM CASE NO.: 10-14804-BAM CASE NO.: 10-14456-BAM Chapter 11 Hearing Date: Hearing Time:

JOINT DISCLOSURE STATEMENT OF GO GLOBAL, INC. AND CARLOS AND CHRISTINE HUERTA

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VII. Other Plan Provisions 20

I. INTRODUCTION

This is the Joint Disclosure Statement of Go Global, Inc. and Carlos and Christine Heurta (the "**Disclosure Statement**") in the jointly administered Chapter 11 cases of the above captioned debtors and debtors in possession (the "**Debtors**"). This Disclosure Statement contains information about the Debtors and describes the Joint Plan of Reorganization of Go Global, Inc. and Carlos and Christine Huerta (the "**Plan**") filed by the Debtors

contemporaneously herewith in accordance with the United States Bankruptcy Code, 11 U.S.C. §§ 101, *et seq.* (as amended, the "**Bankruptcy Code**"). A full copy of the Plan is attached to this Disclosure Statement as **Exhibit A**.

YOUR RIGHTS MAY BE AFFECTED. YOU SHOULD READ THE PLAN AND THIS DISCLOSURE STATEMENT CAREFULLY AND DISCUSS THEM WITH YOUR ATTORNEY. IF YOU DO NOT HAVE AN ATTORNEY, YOU MAY WISH TO CONSULT ONE.

The proposed distributions under the Plan are discussed at pages 8-12 of this Disclosure Statement. Secured creditors are classified into two (2) classes, which are then subdivided into sub-classes, and include Class 1 (Secured Unimpaired) and Class 2 (Secured Impaired). Unsecured creditors are classified in three (3) separate classes, which include Classes 3 (Priority Unsecured Claims), 4 (Convenience) and 5 (General Unsecured Creditors). General Unsecured Creditors will be paid in full on account of their allowed claims, to be distributed in 20 equal quarterly payments by Cynthia Bitaut of Baxter Distribution Services (the "**Distribution Agent**"). The Distribution Agent will be authorized to hire attorneys to object to proofs of claim, if necessary, and to collect a reasonable fee for administering the Debtors' post confirmation estate.

PURPOSE OF THIS DOCUMENT

This Disclosure Statement describes:

- The Debtors and the significant events during the Chapter 11 cases;
- How the Plan proposes to treat claims of the type you hold (i.e., what you will receive for your claim if the Plan is confirmed);
- Who can vote on or object to the Plan;
- What factors the United States Bankruptcy Court for the District of Nevada (the "**Court**") will consider when deciding whether to confirm the Plan;
- Why the Debtors believe the Plan is feasible, and how the treatment of your claim under the Plan compares to what you would receive on your claim in liquidation; and
- The effect of confirmation of the Plan.

Be sure to read the Plan as well as the Disclosure Statement. This Disclosure Statement describes the Plan, but it is the confirmed Plan itself that will establish and control your rights.

Deadlines for Voting and Objecting; Date of Plan Confirmation Hearing.

The Court has not yet confirmed the Plan described in this Disclosure Statement. This section describes the procedures pursuant to which the Plan will or will not be confirmed. In addition, included with this Disclosure Statement is the Notice of Confirmation, which describes the objection deadlines and important Court dates relevant here.

Time and Place of the Hearing to Confirm the Plan.

The Court will hold a hearing on _____, **2011 at __:____ __.m.** to determine whether to confirm the Plan, in Courtroom ____, at the United States Bankruptcy Court for the District of Nevada, 300 South Las Vegas Boulevard, Las Vegas, Nevada, 89101.

Deadline for Voting to Accept or Reject the Plan.

If you are entitled to vote to accept or reject the Plan, enclosed is a ballot describing your claim. Please complete the ballot, as indicated, and return the ballot in the enclosed envelope to the Debtors' counsel, The Schwartz Law Firm, Inc., 701 East Bridger Avenue, Suite 120, Las Vegas, Nevada, 89101, Attn: Samuel A. Schwartz, Esq. See section V. below for a discussion of the voting eligibility requirements.

Your ballot must be received by _____, **2011,** or it will **NOT** be counted.

Deadline for Objecting to Confirmation of the Plan.

Objections to the confirmation of the Plan must be filed with the Court and served upon (a) the Debtors' counsel, The Schwartz Law Firm, Inc., 701 East Bridger Avenue, Suite 120, Las Vegas, Nevada, 89101, Attn: Samuel A. Schwartz, Esq. and (b) The Office of the United States Trustee, by _____, **2011**.

This is an individual Chapter 11 bankruptcy with respect to the Huertas in these Chapter 11 cases. Therefore, if the holder of an allowed unsecured claim against the Huertas 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 Huertas' property to be distributed under the Plan, or (b) the projected disposable income of the Huertas (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. The Debtors' proposed payment under the Plan, which is in accordance with section 1129(a)(15) of the Bankruptcy Code, is set forth in **Exhibit D**.

Identity of Person to contact for more information.

If you want additional information about the Plan, you should contact the Debtors' counsel, The Schwartz Law Firm, Inc., 701 East Bridger Avenue, Suite 120, Las Vegas, Nevada, 89101, at 702.385.5544, Attn: Samuel A. Schwartz.

DISCLAIMER

THE COURT APPROVED THIS DISCLOSURE STATEMENT AS CONTAINING ADEQUATE INFORMATION TO ENABLE PARTIES AFFECTED BY THE PLAN TO MAKE AN INFORMED DECISION ABOUT ITS TERMS. THE COURT HAS NOT YET DETERMINED WHETHER THE PLAN MEETS THE LEGAL REQUIREMENTS FOR CONFIRMATION, AND THE FACT THAT THE COURT APPROVED THIS DISCLOSURE STATEMENT DOES NOT CONSTITUTE AN ENDORSEMENT OF THE PLAN BY THE COURT, OR A RECOMMENDATION THAT IT BE ACCEPTED.

II. BACKGROUND

The Debtors

The Debtors in these Chapter 11 cases consist of (i) Carlos and Christine Huerta, husband and wife (the "**Huertas**"), and (ii) Go Global, Inc. ("**Go Global**").

On March 18, 2010 (the "**Huerta Petition Date**"), Carlos and Christine Huerta filed their voluntary petition for relief under Chapter 13 of the Bankruptcy Code. On April 9, 2010, the Huertas' bankruptcy was converted to a Chapter 11 case.

On March 23, 2010 (the "**Go Global Petition Date,**" and along with the Huerta Petition Date, collectively, the "**Petition Dates**"), Go Global filed its voluntary petition for relief under Chapter 11 of the Bankruptcy Code.

On April 5, 2010, the Court entered an order directing joint administration of the Debtors' bankruptcy cases. Pursuant to sections 1107(a) and 1108 of the Bankruptcy Code, the Debtors continue to operate their businesses as debtors in possession.

The Debtors' need to file for bankruptcy was primarily the result of (i) the overall decline in national economy and the crash of the real estate market and (ii) the improper and authorized actions of Hugo Paulson ("**Paulson**"), a former business associate of the Debtors, whereby Paulson and certain of Paulson's entities divested the Debtors of several millions of dollars of their assets and instituted frivolous litigation against the Debtors. As detailed herein, the Debtors have instituted the Mt. Charleston Adversary (as defined herein) to recover the Debtors' assets improperly transferred to Paulson and Paulson's entities.

Carlos and Christine Huerta

The Huertas own 100% of Go Global, and Carlos Huerta is Go Global's President. Carlos Huerta has been involved in real estate development for over fourteen years.

Go Global, Inc.

Go Global is a successful investment based real estate development company which was established in 1997 by Carlos Huerta. Go Global focuses on the western United States and has developed commercial and industrial properties in Texas, Florida, Nevada, Idaho and California. Go Global has both individual and corporate investors from New York, Florida, California, Nevada, China, Greece, Israel, Mexico and England.

Go Global has primarily focused on taking healthy real estate assets and repositioning them in a more positive light by tweaking their use, finding the highest and best use(s), and/or looking for the right time to sell an asset when the market conditions are optimal. Go Global has historically tried to hold assets for short periods of time and focus on internal rates of return to its investors. Go Global has provided returns in excess of 100% on several different occasions and met returns of 17% throughout most of its existence.

Insiders of the Debtors

The Huertas are individuals with little or no payments to insiders. Certain payments were made from Go Global to Carlos Huerta, in his capacity as President of Go Global in the total amount of $30,300.00 from March 23, 2010 through April 1, 2011.

Litigation

On June 19, 2009, prior to the Petition Dates, **Paulson** filed a complaint against the Debtors in the Second Judicial District Court of Washoe County, Nevada, Case No. CV09-01910, entitled Hugo R. Paulson, individually and as Trustee of the Hugo R. Paulson SEP IRA v. Carlos Huerta and Go Global, Inc. On June 15, 2010, the preceding action was removed to the Court as an adversary proceeding and captioned Hugo R. Paulson, individually and as Trustee of Hugo R. Paulson SEP IRA v. Carlos Huerta, an individual; Go Global, Inc., A Nevada Corporation – Adv. Pro. No. 10-01207-BAM (the "**Waterstone Adversary**"). The Waterstone Adversary involves a condominium project investment in Washoe County, Nevada, whereby Paulson seeks recovery against Carlos Huerta in connection with investments made by Paulson in HC Waterstone, LLC.

On July 19, 2010, Paulson filed a complaint in the Court against the Huertas captioned Hugo R. Paulson, individually and as Trustee of the Hugo R. Paulson SEP IRA v. Carlos Huerta, an individual, and Christine H. Huerta, an individual – Adv. Pro. No. 10-01286-BAM (the "**Dischargeability Adversary**") seeking to determine that any recovery obtained by Paulson, if any, in the Waterstone Adversary is non-dischargeable in the Chapter 11 cases.

On September 13, 2010, the Court consolidated the Waterstone Adversary and the Dischargeability Adversary under Adv. Pro. No. 10-1207-BAM (collectively, the "**Joined Adversary**"). The Debtors deny any wrongdoing with respect to the Joined Adversary, believe that Paulson is not entitled to any recovery with respect to the Waterstone Adversary, and, in any event, any recovery sought by Paulson is dischargeable. The Joined Adversary hearing is scheduled to commence on April 27, 2011.

On November 23, 2009, a complaint was filed by Paulson, as trustee of the Hugo R. Paulson SEP IRA, against the Debtors, Anthony Savino ("**Savino**"), an individual, and Datasource, LLC ("**Datasource**"), a Nevada Limited Liability Company, in District Court, Clark County, Nevada, Case No. A-09-604085C, for the collection of $926,642.09 under a note executed by Savino and Datasource, and guaranteed by Carlos Huerta. The action has been stayed against the Debtors pursuant to section 362 of the Bankruptcy Code but has continued with respect to Savino and Datasource.

On September 3, 2010, the Debtors commenced an adversary proceeding in the Court against Paulson, Azure Seas, LLC and Azure Seas Holdings, LLC, captioned Carlos A. Huerta, an individual, and Go Global, Inc., a Nevada Corporation, v. Hugo R. Paulson, an individual, Azure Seas, LLC, a Nevada limited liability company, and Azure Seas Holdings, LLC, a Nevada limited liability company – Adv. Pro. No. 10-01334- BAM (the "**Mt. Charleston Adversary**"). The Mount Charleston Adversary involves, among other things, the wrongful transfer to, and take over by, Paulson and Paulson's entities of the Debtors' assets, including (i) the transfer of