

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

2  
3       MICHAEL J. MONA, JR., an individual,

4                   Appellant,

5       vs.

6       FAR WEST INDUSTRIES, a California  
7       corporation,

8                   Respondent.

**Case No.: 73815**

District Court Case No.: A-12-070352-1

Electronically Filed  
Dec 12 2017 02:42 p.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

9  
10       **MOTION TO DISMISS APPELLANT’S APPEAL FOR LACK OF JURISDICTION**

11               Respondent Far West Industries (“Far West”) moves this Court to dismiss the appeal  
12 of Appellant Michael J. Mona, Jr. (“Mona”) for lack of jurisdiction pursuant to Nevada Rules  
13 of Appellate Procedure (hereinafter “NRAP”) Rules 3A and 4. This Motion to Dismiss  
14 Appellant’s Appeal for Lack of Jurisdiction (“Motion”) is based on the papers on file herein,  
15 the Memorandum of Points and Authorities, the annexed Affidavit of Andrea M. Gandara,  
16 and any other information or argument as may be permitted by this Court.

17  
18       DATED this 12<sup>th</sup> day of December, 2017.

19                               BY: /s/ Rachel E. Donn, Esq.

20                               F. Thomas Edwards, Esq. (Nevada Bar No. 9549)

21                               Rachel E. Donn, Esq. (Nevada Bar No. 10568)

22                               Holley Driggs Walch Fine Wray Puzey & Thompson

23                               400 S. Fourth St. Third Floor

24                               Las Vegas Nevada 89101

25                               T: (702) 791-0308

26                               ***Attorney for Respondent***

# MEMORANDUM OF POINTS AND AUTHORITIES

## I

### INTRODUCTION

Appellant, Mona filed his Notice of Appeal in the middle of the underlying litigation in the District Court. The Docketing Statement filed by Mona on September 22, 2017, states that Appellant filed this appeal as of right pursuant to NRAP 3A(b)(1). However, a review of the underlying litigation, as well as the Order that the appeal is being taken from, demonstrates that it is not a final judgment. In fact, Appellant's claim in the Docketing Statement that "the Priority Order and the July 18, 2017 Order disposes of all unresolved issues and, as such, constitute final orders," is patently false. The lower court litigation under this docket is ongoing. As such, NRAP 3A(b)(1) cannot serve as a basis for the appeal, and, the appeal should be dismissed for lack of jurisdiction along with such other and further relief as this Court deems just and proper.

## II

### STATEMENT OF THE FACTS

The underlying District Court litigation from which this appeal arises is exclusively an action to collect on a foreign judgment ("District Court Litigation"). The District Court Litigation commenced by the filing of an Application of Foreign Judgment on October 18, 2012, a true copy of which is annexed hereto as **Exhibit 1**. The foreign judgment is currently in excess of \$27 million against Michael J. Mona, Jr., individually and as Trustee of the Mona Family Trust, Rio Vista Nevada, LLC, and World Development, Inc. Throughout the course of the District Court Litigation, Mona has routinely tried to thwart any and all collection efforts. On July 15, 2015, the District Court Judge sanctioned Mona and his wife for

1 deliberately attempting to hide funds and circumvent the reach of the Court. That Sanction  
2 Order was appealed to this Court by the Mona's through a writ, as case number 68434.<sup>1</sup>

3 On June 21, 2016, the District Court entered an Order granting Far West's Motion for  
4 Determination of Priority of Garnishment and denying Mona's Countermotion to Discharge  
5 Garnishment and for Return of Proceeds, a true copy of which is annexed hereto as **Exhibit 2**.  
6 Mona did not independently appeal this Order.  
7

8 On July 18, 2017, the District Court entered another Order sustaining Far West  
9 Industries Objection to Claim of Exemption from Execution, a true copy of which is annexed  
10 hereto as **Exhibit 3**. Based on the Notice of Appeal, a true copy of which is annexed hereto  
11 as **Exhibit 4**, these are the only orders appealed from by Mona.  
12

13 Far West has served and intends to continue serving Writs of Garnishment for Mr.  
14 Mona's wages from his employer, CV Sciences, Inc. Far West served its most recent Writ of  
15 Garnishment on CV Sciences, Inc. on October 10, 2017. See Affidavit of Andrea M.  
16 Gandara, a true copy of which is annexed hereto as **Exhibit 5**, ¶ 7. As part of the District  
17 Court Litigation, Far West took Mona's judgment debtor examination for October 25, 2017.  
18 See Affidavit of Andrea M. Gandara, annexed hereto as **Exhibit 5**. Further, at the time the  
19 Notice of Appeal was filed it was Far West's intention to proceed with further discovery and  
20 execution subsequent to Mona's judgment debtor examination, depending on the information  
21 disclosed. See Affidavit of Andrea M. Gandara, annexed hereto to as **Exhibit 5**, ¶, 8.  
22

23  
24 Far West intends to continue subpoenaing third-parties for records and testimony  
25 relating to Mona's assets and liabilities. See Affidavit of Andrea M. Gandara, annexed hereto  
26 as **Exhibit 5**.  
27

---

28 <sup>1</sup> In filing the Writ, Mona conceded such orders are interlocutory and not final orders pursuant to NRAP  
3A(b)(1).

1 For example, Far West issued a subpoena for records and testimony from Mai Dun  
2 (“Mai Dun”) Limited LLC, which paid legal fees for Mona in December of 2016, a true copy  
3 of which is annexed hereto as **Exhibit 6**. Mai Dun failed to comply with the subpoena, and  
4 consequently, Far West filed a Motion to Command Mai Dun’s compliance with subpoena, a  
5 true copy of which is annexed hereto as **Exhibit 7**, which is currently pending in the District  
6 Court Litigation. Additionally, Far West subpoenaed Michael Sifen, a business associate of  
7 Mona, for documents and a deposition, which is scheduled to proceed on November 20, 2017.  
8 See Amended Notice of Deposition of Michael D. Sifen, annexed hereto as **Exhibit 8**.  
9 Despite the extensive efforts taken by Far West, Far West has only been able to collect a  
10 small portion of the \$27 million that Mona owes to date.  
11

### 12 III

#### 13 LEGAL ANALYSIS

14 This Court “has jurisdiction to consider an appeal from a District Court order only  
15 when the appeal is authorized by statute or court rule.” Brown v. MHC Stagecoach, LLC,  
16 301 P.3d 850 (2013). The only rule cited as a basis for jurisdiction as provided by Mona in  
17 his Docketing Statement is NRAP 3A(b)(1) which holds:  
18

#### 19 (b) Appealable Determinations.

20 An appeal may be taken from the following judgments  
21 and orders of a district court in a civil action:  
22

- 23 (1) A final judgment entered in an action or proceeding  
24 commenced in the court in which the judgment is rendered. . . .

25 NRAP 3A(b)(1).

26 In the Case Appeal Statement when asked to “specify the statute or other authority  
27 granting this Court jurisdiction to review the judgment or order appealed from”: Mona  
28

1 checked NRAP 3A(b)(1). When asked to “explain how each authority provides a basis for  
2 appeal from the judgment or order,” Mona responded, “the Priority Order and July 17, 2016,  
3 Order dispose of all unresolved issues and, as such, constitute final orders.” Further, when  
4 asked “Did the judgment or order appealed from adjudicate ALL the claims alleged below  
5 and the rights and liabilities of ALL the parties to the action or consolidated actions below,”  
6 Mona checked “yes.”  
7

8 As set forth in the facts and as supported by the Affidavit of Andrea M. Gandara,  
9 annexed hereto as **Exhibit 5**, there are ongoing proceedings in the District Court assessing the  
10 liabilities and assets of Mona. The fact that Mona had previously filed a Writ from another  
11 interlocutory order in this action, further demonstrates his own acknowledgement that orders  
12 generated during the regular course of a collection action are not independently appealable as  
13 of right. Outside of the Docketing Statement, Mona has provided no basis whatsoever for his  
14 appeal. As held by this Court in Moran v. Bonneville Square Associates, 17 Nev. 525, 527,  
15 25 P.3d 898, 899:  
16

17  
18 The importance of the Docketing Statement in a civil appeal is clearly set forth  
19 in NRAP 14(a). As stated in the Rule, “the purpose of the docketing statement  
20 is to assist the Supreme Court in identifying jurisdictional defects, scheduling  
21 cases for oral argument and settlement conferences, classifying cases for  
22 expedited treatment, and compiling statistical information.

23 **Since this Court is one of limited, appellate jurisdiction, we may not**  
24 **presume that we have jurisdiction over a docketed appeal. Rather the**  
25 **burden rests squarely upon the shoulders on a party seeking to invoke our**  
26 **jurisdiction to establish, to our satisfaction, that this Court does in fact**  
27 **have jurisdiction.**

28 Id. (emphasis added).

It would appear under Mona’s interpretation of this NRAP 3A(b)(1) that each and  
every order stemming from a collection action such as this, would be automatically

1 appealable irrespective of the ongoing litigation. This is clearly not what is meant by “final  
2 judgment.” See NRAP 3A(b)(1).

3 If this Court were to agree with Mona’s interpretation that each and every order  
4 stemming from a collection action such as this is automatically appealable, then Mona by  
5 waiting well over a year since the entry of the June 21, 2016 Priority Order to file his Notice  
6 of Appeal would have waived his right to appeal this Order pursuant to NRAP 4 and,  
7 alternatively, the appeal as it relates to any claims stemming from that Order need be  
8 dismissed.  
9

#### 10 IV

#### 11 CONCLUSION

12  
13 For the reasons stated above, it is respectfully requested that this Court dismiss  
14 Appellant’s appeal and further such other and further relief as it deems just and proper.

15 DATED this 12<sup>th</sup> day of December, 2017.

16  
17 BY: /s/ Rachel E. Donn, Esq.  
18 F. Thomas Edwards, Esq. (Nevada Bar No. 9549)  
19 Rachel E. Donn, Esq. (Nevada Bar No. 10568)  
20 Holley Driggs Walch Fine Wray Puzey & Thompson  
21 400 S. Fourth St. Third Floor  
22 Las Vegas Nevada 89101  
23 T: (702) 791-0308  
24 ***Attorney for Respondent***  
25  
26  
27  
28

**CERTIFICATE OF SERVICE**

I hereby certify pursuant to NRAP 25(c), that on the 12<sup>th</sup> day of December, 2017, I caused service of a true and correct copy of the above and forgoing **MOTON TO DISMISS APPELLANT'S APPEAL FOR LACK OF JURISDICTION** pursuant to the Supreme Court Electronic Filing System, and by first class United States mail, postage prepaid, Las Vegas, to the following:

/s/ C. Kelley  
An employee of Holley Driggs Walch Fine Wray Puzey & Thompson

# **EXHIBIT 1**

# **EXHIBIT 1**



# CIVIL COVER SHEET     A - 1 2 - 6 7 0 3 5 2 - F

Clark County, Nevada

I V

Case No. \_\_\_\_\_  
(Assigned by Clerk's Office)

## I. Party Information

Plaintiff(s) (name/address/phone):

Far West Industries

Attorney (name/address/phone):

David S. Lee, Esq.

Lee, Hernandez, Landrum, Garofalo & Blake, APC

7575 Vegas Drive, Suite 150

Las Vegas, Nevada 89128

(702) 880-9750

Defendant(s) (name/address/phone):

Rio Vista Nevada, LLC,

World Development, Inc.,

Bruce Maize,

Michael J. Mona, Jr.

Attorney (name/address/phone):

**II. Nature of Controversy** (Please check applicable bold category and applicable subcategory, if appropriate)

☐ **Arbitration Requested**

### Civil Cases

Real Property	Negligence	Torts
<input type="checkbox"/> <b>Landlord/Tenant</b> <input type="checkbox"/> Unlawful Detainer <input type="checkbox"/> <b>Title to Property</b> <input type="checkbox"/> Foreclosure <input type="checkbox"/> Liens <input type="checkbox"/> Quiet Title <input type="checkbox"/> Specific Performance <input type="checkbox"/> <b>Condemnation/Eminent Domain</b> <input type="checkbox"/> <b>Other Real Property</b> <input type="checkbox"/> Partition <input type="checkbox"/> Planning/Zoning	<input type="checkbox"/> <b>Negligence – Auto</b> <input type="checkbox"/> <b>Negligence – Medical/Dental</b> <input type="checkbox"/> <b>Negligence – Premises Liability (Slip/Fall)</b> <input type="checkbox"/> <b>Negligence – Other</b>	<input type="checkbox"/> <b>Product Liability</b> <input type="checkbox"/> Product Liability/Motor Vehicle <input type="checkbox"/> Other Torts/Product Liability <input type="checkbox"/> <b>Intentional Misconduct</b> <input type="checkbox"/> Torts/Defamation (Libel/Slander) <input type="checkbox"/> Interfere with Contract Rights <input type="checkbox"/> <b>Employment Torts (Wrongful termination)</b> <input type="checkbox"/> <b>Other Torts</b> <input type="checkbox"/> Anti-trust <input type="checkbox"/> Fraud/Misrepresentation <input type="checkbox"/> Insurance <input type="checkbox"/> Legal Tort <input type="checkbox"/> Unfair Competition

Probate	Other Civil Filing Types	
<input type="checkbox"/> <b>Summary Administration</b> <input type="checkbox"/> <b>General Administration</b> <input type="checkbox"/> <b>Special Administration</b> <input type="checkbox"/> <b>Set Aside Estates</b> <input type="checkbox"/> <b>Trust/Conservatorships</b> <input type="checkbox"/> Individual Trustee <input type="checkbox"/> Corporate Trustee <input type="checkbox"/> <b>Other Probate</b>	<input type="checkbox"/> <b>Construction Defect</b> <input type="checkbox"/> Chapter 40 <input type="checkbox"/> General <input type="checkbox"/> <b>Breach of Contract</b> <input type="checkbox"/> Building & Construction <input type="checkbox"/> Insurance Carrier <input type="checkbox"/> Commercial Instrument <input type="checkbox"/> Other Contracts/Agmt/Judgment <input type="checkbox"/> Collection of Actions <input type="checkbox"/> Employment Contract <input type="checkbox"/> Guarantee <input type="checkbox"/> Sale Contract <input type="checkbox"/> Uniform Commercial Code <input type="checkbox"/> <b>Civil Petition for Judicial Review</b> <input type="checkbox"/> Other Administrative Law <input type="checkbox"/> Department of Motor Vehicles <input type="checkbox"/> Worker's Compensation Appeal	<input type="checkbox"/> <b>Appeal from Lower Court (also check applicable civil case box)</b> <input type="checkbox"/> Transfer from Justice Court <input type="checkbox"/> Justice Court Civil Appeal <input type="checkbox"/> <b>Civil Writ</b> <input type="checkbox"/> Other Special Proceeding <input checked="" type="checkbox"/> <b>Other Civil Filing</b> <input type="checkbox"/> Compromise of Minor's Claim <input type="checkbox"/> Conversion of Property <input type="checkbox"/> Damage to Property <input type="checkbox"/> Employment Security <input type="checkbox"/> Enforcement of Judgment <input checked="" type="checkbox"/> Foreign Judgment – Civil <input type="checkbox"/> Other Personal Property <input type="checkbox"/> Recovery of Property <input type="checkbox"/> Stockholder Suit <input type="checkbox"/> Other Civil Matters

**III. Business Court Requested** (Please check applicable category; for Clark or Washoe Counties only.)

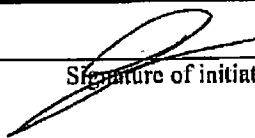
☐ NRS Chapters 78-88  
☐ Commodities (NRS 90)  
☐ Securities (NRS 90)

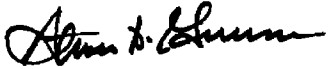
☐ Investments (NRS 104 Art. 8)  
☐ Deceptive Trade Practices (NRS 598)  
☐ Trademarks (NRS 600A)

☐ Enhanced Case Mgmt/Business  
☐ Other Business Court Matters

October 18, 2012

Date

  
Signature of initiating party or representative



CLERK OF THE COURT

**FORJ**

John R. Hawley  
Nevada Bar No. 001545  
LEE, HERNANDEZ, LANDRUM,  
GAROFALO & BLAKE  
7575 Vegas Drive, Suite 150  
Las Vegas, Nevada 89128  
(702) 880-9750  
Fax: (702) 314-1210  
jhawley@leelawfirm.com

Attorneys for Plaintiff

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

FAR WEST INDUSTRIES, a California  
corporation,

Plaintiff,

vs.

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

Defendants.

CASE NO.: A - 1 2 - 6 7 0 3 5 2 - F

I V

**APPLICAION OF FOREIGN  
JUDGMENT**

**AFFIDAVIT OF JOHN R. HAWLEY, ESQ.**

STATE OF NEVADA    )  
                                  : ss.  
COUNTY OF CLARK    )

COMES NOW, JOHN R. HAWLEY, ESQ., being first duly sworn, and states as follows:

1. That Affiant is an attorney, duly licensed to practice in the State of Nevada and is a  
member of the law firm of LEE, HERNANDEZ, LANDRUM, GAROFALO & BLAKE.

LEE, HERNANDEZ, LANDRUM,  
GAROFALO & BLAKE  
7575 VEGAS DRIVE, SUITE 150  
LAS VEGAS, NV 89128  
(702) 880-9750

LEE, HERNANDEZ, LANDRUM,  
GAROFALO & BLAKE  
7575 VEGAS DRIVE, SUITE 150  
LAS VEGAS, NV 89128  
(702) 880-9750

2. That Affiant is counsel of record for FAR WEST INDUSTRIES, a California corporation in the instant matter.

3. That the name and last known address of the Judgment Debtors herein are as follows:

Michael J. Mona, Jr.  
2793 Red Arrow Drive  
Las Vegas, NV 89135

Michael J. Mona, Jr., as trustee of the Mona Family Trust dated February 21, 2002  
2793 Red Arrow Drive  
Las Vegas, NV 89135

4. That the name and address of the Judgment Creditor herein is as follows:

Far West Industries, a California corporation  
2922 Daimler Street  
Santa Ana, CA 89128

5. That the Judgment herein, a duly exemplified copy of which is attached hereto, is valid and enforceable.


6. That no portion of the Judgment herein has been satisfied.

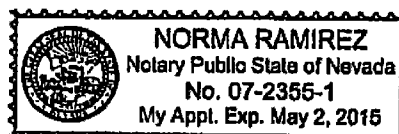
FURTHER Affiant sayeth naught.

DATED this 18<sup>th</sup> day of October, 2012.

  
JOHN R. HAWLEY, ESQ.

SUBSCRIBED and SWORN to  
before me this 18<sup>th</sup> day of  
October, 2012.

  
NOTARY PUBLIC



(SEAL)

# EXEMPLIFICATION CERTIFICATE

The documents to which this certificate is attached are full, true and correct copies of the originals on file and of record in my office. All of which we have caused by these presents to be exemplified, and the seal of our Superior Court of California, County of Riverside to be hereunto affixed.



IN WITNESS WHEREOF, I have hereto set my hand  
and affixed the Seal of the said Court,

This 7<sup>th</sup> day of June  
Sherri R. Carter  
Sherri R. Carter, Clerk  
Superior Court of California, County of Riverside

I, Mac R. Fisher, Judge of the Superior  
Court of the State of California, in and for the County of Riverside, do hereby certify that  
SHERRI R. CARTER whose name is subscribed to the preceding exemplification, is the  
Clerk of the said Superior Court of the State of California, in and for the County of  
Riverside, and that full faith and credit are due to her official acts. I further certify, that the  
seal affixed to the exemplification is the seal of our said Superior Court and that the  
attestation thereof is in due form and according to the form of attestation used in this State.

Date June 7, 2012

Mac R. Fisher  
Judge of the Superior Court of California  
County of Riverside

FILED  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE

APR 27 2012

MJV

APR 30 2012

PM

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF RIVERSIDE, RIVERSIDE COURT

FAR WEST INDUSTRIES, a California  
corporation,

Plaintiff,

vs.

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

Defendants.

Case No. RIC495966

JUDGE: Hon. Jacqueline Jackson

~~[PROPOSED] JUDGMENT NUNC PRO TUNC~~

Action Filed: March 24, 2008

Trial Date: September 23, 2011

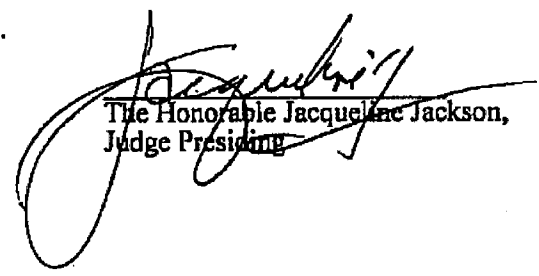
On February 23, 2012, the Honorable Jacqueline Jackson entered Finding of Fact and Conclusion of Law in the above-referenced matter. Based upon those Findings and Conclusion, Judgment is hereby entered in favor of Plaintiff Far West Industries, a California corporation and against the following Defendants, jointly and severally: (1) Michael J. Mona, Jr.; (2) Michael J. Mona, Jr., as Trustee of the Mona Family Trust dated February 21, 2002; (3) Rio Vista Nevada, LLC, a Nevada limited liability company; and (4) World Development, Inc., a California corporation in the amount of \$17,777,562.18. Recoverable court costs of \$25,562.56 and attorney's fees of \$327,548.84 are also awarded to Far West Industries, jointly and severally against all Defendants. The Clerk is hereby directed to enter those amounts on this Judgment following Far West Industries' post-Judgment petition for them. Finally, the Clerk is hereby

~~[PROPOSED] JUDGMENT NUNC PRO TUNC~~

GREEN & HALL  
ATTORNEYS AT LAW  
FEDERAL CREDIT SERVICES

1 directed to release the \$32,846 that was interplead by Defendant Fidelity National Title Company  
2 to Far West Industries upon entry of this Judgment.

3 Dated: 4/27/12

  
The Honorable Jacqueline Jackson,  
Judge Presiding

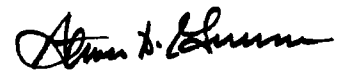
GREEN & HALL  
ATTORNEYS AT LAW  
1710 17th Street, Suite 1000  
San Francisco, CA 94103  
Tel: 415.774.1100  
Fax: 415.774.1101  
www.greenandhall.com

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# **EXHIBIT 2**

# **EXHIBIT 2**





CLERK OF THE COURT

1 **ORDR**

2  
3  
4 **DISTRICT COURT**  
5 **CLARK COUNTY, NEVADA**

6  
7 FAR WEST INDUSTRIES, a California  
8 corporation,

9 Plaintiff,

10 vs.

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

16 Defendants.

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

**ORDER REGARDING PLAINTIFF  
FAR WEST INDUSTRIES' MOTION  
FOR DETERMINATION OF  
PRIORITY OF GARNISHMENT AND  
DEFENDANT MICHAEL J. MONA'S  
COUNTERMOTION TO DISCHARGE  
GARNISHMENT AND FOR RETURN  
OF PROCEEDS**

17 Having reviewed the parties' pleadings and briefs herein, including, but not limited to,  
18 Plaintiff Far West Industries' ("Plaintiff") Motion for Determination of Priority of Garnishment  
19 ("Motion"); Defendant Michael J. Mona's ("Defendant") Opposition to Far West's Motion for  
20 Determination of Priority of Garnishment and Countermotion to Discharge Garnishment and for  
21 Return of Proceeds ("Opposition" and "Countermotion," respectively); Plaintiff Far West Industries'  
22 Reply to Mona's Opposition to Far West's Motion for Determination of Priority of Garnishment and  
23 Opposition to Countermotion to Discharge Garnishment and for Return of Proceeds; and  
24 Defendant's Reply in Support of Countermotion to Discharge Garnishment and for Return of  
25 Proceeds, and having held argument on March 30, 2016 and taken this matter under advisement, the  
26 Court GRANTS Plaintiff's Motion and DENIES Defendant's Countermotion as follows:

27 Plaintiff obtained a judgment of over \$18 million from a California state court against  
28 Defendant on April 27, 2012.<sup>1</sup> Plaintiff domesticated the judgment in Nevada and has been

<sup>1</sup> See Judgment, attached as Exhibit 1 to Plaintiff's Motion.

1 garnishing Defendant's wages since December 2013 at approximately \$1,950 on a bi-weekly basis.<sup>2</sup>  
2 In December 2015, Plaintiff obtained a new Writ of Execution for Defendant's earnings, which was  
3 served on Defendant's employer on January 7, 2016.<sup>3</sup> On January 28, 2016, Plaintiff received  
4 Defendant's Interrogatories in response to the Writ of Garnishment indicating that Defendant's  
5 weekly gross earnings totaled \$11,538.56, with deductions required by law totaling \$8,621.62.<sup>4</sup> The  
6 deductions required by law excluded from Defendant's gross earnings comprised of federal income  
7 tax, Social Security, Medicare, and \$4,615.39 in alimony payments to Defendant's ex-wife, Rhonda  
8 Mona ("Ms. Mona").<sup>5</sup> Based on those deductions, payments to Plaintiff decreased to less than \$750.  
9 Plaintiff subsequently filed its Motion for Determination of Priority of Garnishment requesting that  
10 this Court establish priority between Plaintiff's garnishment and Ms. Mona's alimony claim.  
11

#### 12 **I. Amount and Priority of Garnishments**

13 Under federal law the maximum amount of wages that may be garnished in any workweek  
14 may not exceed either (1) 25% of an individual's disposable earnings or (2) the amount by which the  
15 individual's disposable earnings for that week exceed thirty times the Federal minimum hourly  
16 wage, whichever is less.<sup>6</sup> In the event of a garnishment pursuant to an order for the support of a  
17 person, the maximum aggregate disposable earnings of an individual, where such individual is not  
18 supporting a spouse or dependent child, may not exceed 60% of the individual's disposable earnings  
19 for that week.<sup>7</sup> When an issue arises as to multiple garnishments, priority is determined by state law  
20 or other federal law.<sup>8</sup>  
21

22 Nevada law mirrors the provisions set forth in 15 U.S.C. § 1673, and states that the aggregate  
23 disposable earnings subject to garnishment may not exceed 25%, with a maximum of 60% where  
24

---

25 <sup>2</sup> See Application of Foreign Judgment, filed on October 18, 2012 in Case No. A-12-670325-F.

26 <sup>3</sup> See Case Summary, attached as Exhibit 2 to Plaintiff's Motion.

27 <sup>4</sup> See Writ of Garnishment with Answers to Interrogatories from Cannavest, attached as Exhibit 5 to Plaintiff's Motion.

28 <sup>5</sup> *Id.*; see also "Deduction Emails" attached as Exhibit 6 to Plaintiff's Motion; see also Decree of Divorce, attached as Exhibit 7 to Plaintiff's Motion.

<sup>6</sup> 15 U.S.C. § 1673(a).

<sup>7</sup> 15 U.S.C. § 1673(b)(2)(B).

<sup>8</sup> 29 C.F.R. 870.11.

1 there is an order for the support of a person.<sup>9</sup> As to priority of claims, Nevada law gives the Court  
2 discretion in determining the priority and method of satisfying claims, except that any writ to satisfy  
3 a judgment for child support must be given first priority pursuant to NRS 31.249(5).<sup>10</sup>

4 Defendant identifies several states that grant garnishment priority to spousal support orders.  
5 However, applying such a priority to Ms. Mona's alimony is not supported by Nevada law, which  
6 provides garnishment priority solely to child support orders. Thus, unlike the cases cited by  
7 Defendant, it is inappropriate to award priority to Ms. Mona's alimony claim because such a priority  
8 is simply not supported by Nevada law. Since Ms. Mona's alimony claim is not automatically  
9 entitled to priority under Nevada law, this Court has discretion to determine priority between  
10 Plaintiff's garnishment and Ms. Mona's alimony claim pursuant to NRS 31.249.

## 11 II. Priority of Garnishments

12 Nevada case law regarding priority of garnishments is limited. However, in *First Interstate*  
13 *Bank of California v. H.C.T.*, the Nevada Supreme Court held that priority depends on "which  
14 interest is first in time," and agreed with a Sixth Circuit case that "the rights of the parties are  
15 determined from the date of the award."<sup>11</sup> In this case, Plaintiff's April 27, 2012 judgment clearly  
16 pre-dates the July 23, 2015 Divorce Decree. Even if the date of Plaintiff's first garnishment is used  
17 as the date for determining priority, Plaintiff's interest would still be first in time, as Plaintiff's first  
18 garnishment of Defendant's wages occurred on December 13, 2013.<sup>12</sup>

19 The Court in *First Interstate* further provided that as between an assignment and a  
20 garnishment, an assignment "takes priority over a writ of garnishment only to the extent that the  
21  
22  
23

24 <sup>9</sup> NRS 31.295.

25 <sup>10</sup> The statute provides: "If the named garnishee is the subject of more than one writ of garnishment regarding the  
26 defendant, the court shall determine the priority and method of satisfying the claims, except that any writ of garnishment  
27 to satisfy a judgment for the collection of child support must be given first priority."

28 <sup>11</sup> *First Interstate Bank of California v. H.C.T.*, 108 Nev. 242 (1992) citing *Marion Mfg. Co. v. Long*, 588 F.2d 538, 541  
(6th Cir. 1978).

<sup>12</sup> The Court in *First Interstate* concluded that a creditor's interests vested when it first serve its writ of garnishment, and  
used the date of the first garnishment in determining priority. It is unclear whether Ms. Mona has ever garnished  
Defendant's wages to enforce the alimony award provided in the Decree of Divorce. However, the first date Ms. Mona  
was able to garnish Defendant's wages would have occurred after filing of the Decree of Divorce in July 2015, long after  
Plaintiff's judgment or first date of garnishment.

1 consideration given for the assignment represents an antecedent debt or present advance.”<sup>13</sup> Under  
2 this test, Ms. Mona’s alimony, paid “via a direct wage assignment” through Defendant’s employer,  
3 takes priority only if it represents consideration for an antecedent debt or present advance.<sup>14</sup> In this  
4 case, Defendant’s obligation under the Decree of Divorce represents only a court order to pay  
5 monthly alimony to Ms. Mona, and was not ordered as consideration for an antecedent debt or  
6 present advance. Thus, Plaintiff’s judgment still takes priority even under this analysis.  
7

### 8 **III. Expiration**

9 Defendant claims that Plaintiff’s status as “first in time” was lost when Plaintiff’s  
10 garnishment expired. However, Plaintiff was prevented from renewing its garnishment for four  
11 months (from July 20, 2015 to November 30, 2015) because of a stay pending an appeal instituted  
12 by Defendant and Ms. Mona. Plaintiff obtained a new garnishment immediately after expiration of  
13 the stay on December 1, 2015. It would be inequitable for Plaintiff’s garnishment to lose its position  
14 to Ms. Mona’s ongoing support order simply because it was prevented from renewing its  
15 garnishment during the four month period when the case was stayed.<sup>15</sup>  
16

### 17 **IV. Defendant’s Motion to Discharge the Writ**

18 In his Countermotion to Discharge Writ and Return Funds to Mona, Defendant cites to NRS  
19 31.045(2) in asserting his right to move for discharge of the writ.<sup>16</sup> As Plaintiff correctly asserts,  
20 NRS 31.200 states that a Defendant may move for discharge of an attachment on the following  
21 grounds:

- 22 (a) That the writ was improperly or improvidently issued;
- 23 (b) That the property levied upon is exempt from execution or necessary and  
24 required by the defendant for the support and maintenance of the defendant and  
members of the defendant’s family;
- 25 (c) That the levy is excessive.

26 <sup>13</sup> *First Interstate Bank of California v. H.C.T.*, 108 Nev. 242, 246 (1992).

27 <sup>14</sup> See Decree of Divorce 3:12-16, attached as Exhibit 7 to Plaintiff’s Motion.

28 <sup>15</sup> The Court is also aware, as set forth in great detail in other orders of the facts and circumstances of this case, and finds that equity supports an exercise of the Court’s discretion in favor of Plaintiff on the priority of garnishment issue as set forth in this Order.

<sup>16</sup> See Defendant’s Opposition and Countermotion at 28:1-11.

1 In his counter motion, Defendant incorporates by reference the "facts, law, and analysis"  
2 included in his Opposition, but does not specifically address which, if any, of the three parameters of  
3 NRS 31.200 he bases his motion.<sup>17</sup>

4 Furthermore, Defendant's request that Plaintiff return any excess garnishment fails to address  
5 why Plaintiff, and not Defendant's employer Cannavest, should be required to remit any excess  
6 garnishment to Defendant. Defendant provided no controlling or persuasive authority requiring a  
7 judgment creditor to return funds that an employee claims were overpaid.<sup>18</sup>

8  
9 In light of the foregoing, this Court finds that because Plaintiff's garnishment predates the  
10 Decree of Divorce, Plaintiff's garnishment is entitled to priority over Ms. Mona's alimony claim,  
11 and Plaintiff is entitled to garnish 25% of Defendant's disposable earnings (calculated by subtracting  
12 federal taxes, Social Security, and Medicare from Defendant's biweekly salary) *before* any  
13 deductions may be made to satisfy Ms. Mona's alimony claim.<sup>19</sup> Furthermore, there are no facts  
14 supporting Defendant's counter motion for discharge under NRS 31.200. To the extent that  
15 Defendant's employer Cannavest garnished Defendant's wages in an amount exceeding what it was  
16 allowed, Defendant may seek reimbursement directly from Cannavest.

17  
18 Based on the foregoing, and good cause appearing:

19 **IT IS HEREBY ORDERED** that Plaintiff's garnishment is entitled to take priority over Ms.  
20 Mona's alimony claim.

21 **IT IS FURTHER ORDERED** that Plaintiff is entitled to garnish 25% of Defendant's  
22 disposable earnings, calculated by subtracting federal taxes, Social Security, and Medicare from  
23

24  
25 <sup>17</sup> See Defendant's Opposition 28:9-11.

26 <sup>18</sup> Defendant cites *Lough v. Robinson*, 111 Ohio App.3d 149, 155-156 (1996), which states "the entire amount that was  
27 withheld by the employer for the creditor garnishment was excess and should have been returned to appellant."  
28 However, *Lough* does not clarify who must return the funds to the employee, and there is no authority presented  
supporting Defendant's claim that reimbursement should come from Plaintiff.

<sup>19</sup> This formula is relied on by both Plaintiff and Defendant as the correct method for calculating Defendant's disposable  
earnings; see Defendant's Opposition and Counter motion at 20:14-20 and Plaintiff's Reply at 6:14-22. The only  
difference between the parties' proposed calculations is whether Plaintiff's garnishment or Ms. Mona's alimony are  
subtracted from Defendant's disposable earnings first.

1 Defendant's biweekly earnings. Any amount in excess of 25% of Defendant's disposable earnings  
2 may be applied to satisfy Ms. Mona's alimony claim.

3 **IT IS FURTHER ORDERED** that Defendant's Countermotion to Discharge Garnishment  
4 and for Return of Proceeds is DENIED.

5 DATED this 21<sup>st</sup> day of June, 2016.

6  
7   
8 JOE HARDY  
9 DISTRICT JUDGE  
10 DEPARTMENT XV

11 **CERTIFICATE OF SERVICE**

12 I hereby certify that on or about the date filed, a copy of the foregoing was electronically  
13 served, mailed or placed in the attorney's folder on the first floor of the Regional Justice Center as  
14 follows:

15 Thomas Edwards, Esq. [tedwards@nevadafirm.com](mailto:tedwards@nevadafirm.com)  
16 Terry Coffing, Esq. [tcoffing@maclaw.com](mailto:tcoffing@maclaw.com)  
17 James Whitmire, III, Esq. [jwhitmire@santoronevada.com](mailto:jwhitmire@santoronevada.com)  
18 Erika Pike Turner, Esq. [eturner@gtg.legal](mailto:eturner@gtg.legal)  
19 William Urga, Esq. [wru@juww.com](mailto:wru@juww.com)

20   
21 Judicial Executive Assistant  
22  
23  
24  
25  
26  
27  
28

# **EXHIBIT 3**

# **EXHIBIT 3**



**ORDR**

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*Attorneys for Plaintiff Far West Industries*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

FAR WEST INDUSTRIES, a California  
corporation,

Plaintiff,

v.

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

Defendants.

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

**Date of Hearing: June 14, 2017**  
**Time of Hearing: 9:00 a.m.**

**ORDER SUSTAINING PLAINTIFF FAR WEST INDUSTRIES'**  
**OBJECTION TO CLAIM OF EXEMPTION FROM EXECUTION**

On June 14, 2017, at 9:00 a.m., the Court heard the matter of Plaintiff Far West Industries  
Objection to Claim of Exemption from Execution on an Order Shortening Time and Motion for  
Attorney Fees and Costs Pursuant to NRS 18.010(2)(b) (the "Objection"). F. Thomas Edwards,  
Esq. and Andrea M. Gandara, Esq., of the law firm Holley Driggs Walch Fine Wray Puzey &  
Thompson, appeared on behalf of Plaintiff Far West Industries ("Far West"). Tye S. Hanseen,  
Esq., of the law firm Marquis Aurbach Coffing, appeared on behalf of Defendant Michael J. Mona,  
Jr. ("Mr. Mona").

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1 With no other appearances having been made, the Court having reviewed and examined  
 2 the papers, pleadings and records on file in the above-entitled matter, heard the argument of  
 3 counsel, and good cause appearing therefore, the Court finds and orders as follows:

4 The Court's Order Regarding Plaintiff Far West Industries' Motion for Determination of  
 5 Priority of Garnishment and Defendant Michael J. Mona's Countermotion to Discharge  
 6 Garnishment and for Return of Proceeds ("Priority Order"), entered June 21, 2016, remains  
 7 unchanged and is incorporated by reference into this Order.

8 Far West's arguments in the Objection are well taken. As set forth in the Priority Order,  
 9 Nevada law is very limited regarding priority of garnishments. However, priority is governed by  
 10 Nevada law and grants priority on a "first in time" basis. By any measure, Far West's Judgment  
 11 ("Judgment") is entitled to priority over the Decree of Divorce ("Divorce Decree") providing for  
 12 the assignment of alimony to Rhonda Mona ("Ms. Mona").

13 If the Court treats the Judgment and the Divorce Decree as competing judgments, which  
 14 the Court believes is appropriate under the circumstances, Far West's Judgment is first in time and  
 15 entitled to priority because it was entered on April 27, 2012 and clearly pre-dates the July 23, 2015  
 16 Divorce Decree.

17 If the Court analyzes priority with regard to competing garnishments, Far West necessarily  
 18 prevails and is entitled to priority because Far West's first garnishment of Defendant's wages  
 19 occurred on December 13, 2013 and no garnishment has been issued with regard to the Divorce  
 20 Decree.

21 If the Court treats the Divorce Decree as an assignment because it provides Ms. Mona's  
 22 alimony "via direct wage assignment" through Mr. Mona's employer, Far West's Judgment and  
 23 garnishment is entitled to priority pursuant to *First Interstate Bank of California v. H.C.T.*, 108  
 24 Nev. 242, 246 (1992).

25 In the alternative, if the Court was to treat the Divorce Decree as a garnishment, it is subject  
 26 to the 120-day limitation applicable to garnishments and it has expired. Accordingly, under this  
 27 alternative analysis, Far West has priority ahead of Ms. Mona's alimony.  
 28

1 In the Court's exercise of discretion on priority, the Court also finds that equity is on the  
2 side of Far West for the reasons set forth in the Objection. Further, the Court notes that Nevada  
3 does not provide spousal support with the same priority as child support. *See* NRS 31.249(5).

4 In sum, the Far West's Judgment and garnishment have priority over the Divorce Decree  
5 and assignment of alimony that Ms. Mona has for multiple reasons.

6 Based on the foregoing, and good cause appearing,

7 **IT IS HEREBY ORDERED** that Far West's Objection is **SUSTAINED**.

8 **IT IS FURTHER ORDERED** that Mr. Mona's Claim of Exemption, filed May 23, 2017,  
9 is **DENIED**.

10 **IT IS FURTHER ORDERED** that Mr. Mona's wages from CV Sciences, Inc., being  
11 levied upon pursuant to Far West's Writ of Garnishment shall be immediately released to Far West  
12 and continue to be released to Far West in accordance with the Writ of Garnishment.

13 **IT IS FURTHER ORDERED** that the issues of priority, calculation and treatment as to  
14 Far West's garnishment of Mr. Mona's earnings are resolved going forward.

15 **IT IS FURTHER ORDERED** that any service defects of future Writs of Garnishment  
16 can be addressed as they arise in the future.

17 ///

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1           **IT IS FURTHER ORDERED** that Far West's request for attorney fees and costs is  
2 **DENIED WITHOUT PREJUDICE.**

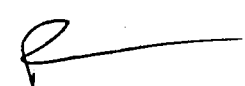
3           **IT IS SO ORDERED.**

4           Dated this 18<sup>th</sup> day of July, 2017.

5  
6   
7 DISTRICT COURT JUDGE

8 Submitted by:

9 **HOLLEY DRIGGS WALCH**  
10 **FINE WRAY PUZEY & THOMPSON**

11   
12 F. THOMAS EDWARDS, ESQ.  
13 Nevada Bar No. 9549  
14 ANDREA M. GANDARA, ESQ.  
15 Nevada Bar No. 12580  
16 400 South Fourth Street, Third Floor  
17 Las Vegas, NV 89101

18 *Attorneys for Plaintiff Far West Industries*

Approved as to form by:

**MARQUIS AURBACH COFFING**

19 /s/ Tye S. Hanseen  
20 TERRY A. COFFING, ESQ.  
21 Nevada Bar No. 4949  
22 TYE S. HANSEEN, ESQ.  
23 Nevada Bar No. 10365  
24 10001 Park Run Drive  
25 Las Vegas, Nevada 89145

26 *Attorneys for Defendant Michael J. Mona, Jr.*

# **EXHIBIT 4**

# **EXHIBIT 4**

MARQUIS AURBACH COFFING  
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**Marquis Aurbach Coffing**  
Terry A. Coffing, Esq.  
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Attorneys for Michael J. Mona, Jr.

**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

FAR WEST INDUSTRIES, a California  
corporation,  
  
Plaintiff,  
  
vs.  
  
RIO VISTA NEVADA, LLC, a Nevada limited  
liability company; WORLD DEVELOPMENT,  
INC., a California corporation; BRUCE MAIZE,  
and individual; MICHAEL J. MONA, JR., an  
individual; DOES I through 100, inclusive,  
  
Defendants.

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

**NOTICE OF APPEAL**

Electronically Filed  
8/18/2017 10:34 AM  
Steven D. Grierson  
CLERK OF THE COURT  


**NOTICE OF APPEAL**

Defendant Michael J. Mona, Jr. by and through his attorneys of record, Marquis Aurbach Coffing, hereby appeals to the Supreme Court of Nevada from the Order Sustaining Plaintiff Far West Industries' Objection to Claim of Exemption from Execution, which was filed on July 18, 2017, and is attached as **Exhibit 1**, and from the Order Regarding Plaintiff Far West Industries' Motion for Determination of Priority of Garnishment and Defendant Michael J. Mona's Countermotion to Discharge Garnishment and for Return of Proceeds as incorporated in the July 18, 2017 Order, which was filed on June 21, 2016, and is attached as **Exhibit 2**.

Dated this 18th day of August, 2017.

MARQUIS AURBACH COFFING

By /s/ Tye S. Hanseen  
Terry A. Coffing, Esq.  
Nevada Bar No. 4949  
Tye S. Hanseen, Esq.  
Nevada Bar No. 10365  
Thomas W. Stewart, Esq.  
Nevada Bar No. 14280  
10001 Park Run Drive  
Las Vegas, Nevada 89145  
*Attorneys for Defendant Michael J. Mona, Jr.*

**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 18th day of August, 2017. Electronic service of the foregoing document shall be made in accordance with the E-Service List as follows:<sup>1</sup>

**Holley Driggs Walch Fine Wray Puzey & Thompson**

**Contact**

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**Santoro Whitmire**

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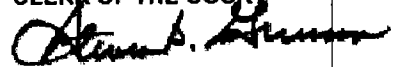
/s/ Leah Dell

Leah Dell, an employee of  
Marquis Aurbach Coffing

<sup>1</sup> 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 1





1 **NEOJ**  
2 F. THOMAS EDWARDS, ESQ.  
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8 HOLLEY DRIGGS WALCH  
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11 Las Vegas, Nevada 89101  
12 Telephone: 702/791-0308  
13 Facsimile: 702/791-1912  
14 *Attorneys for Plaintiff Far West Industries*

8 **DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

10 FAR WEST INDUSTRIES, a California  
11 corporation,

12 Plaintiff,

13 v.

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

17 Defendants.

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

**NOTICE OF ENTRY OF ORDER  
SUSTAINING PLAINTIFF FAR WEST  
INDUSTRIES' OBJECTION TO CLAIM  
OF EXEMPTION FROM EXECUTION**

Date of Hearing: June 14, 2017  
Time of Hearing: 9:00 a.m.

18 YOU, and each of you, will please take notice that an Order Sustaining Plaintiff Far West  
19 Industries' Objection to Claim of Exemption from Execution in the above entitled matter was filed  
20 and entered by the Clerk of the above-entitled Court on the 18<sup>th</sup> day of July, 2017, a copy of which  
21 is attached hereto.

22 Dated this 19<sup>th</sup> day of July, 2017.

23 **HOLLEY DRIGGS WALCH**  
24 **FINE WRAY PUZEY & THOMPSON**



25  
26 F. THOMAS EDWARDS, ESQ. (NBN 9549)  
27 ANDREA M. GANDARA, ESQ. (NBN 12580)  
28 400 South Fourth Street, Third Floor  
Las Vegas, Nevada 89101  
*Attorneys for Plaintiff Far West Industries*

**CERTIFICATE OF SERVICE**

I hereby certify that I am an employee of Holley Driggs Walch Fine Wray Puzey & Thompson, and that on the \_\_\_\_\_ day of July, 2017, I served via electronic service in accordance with Administrative Order 14.2, to all interested parties, through the Court's Odyssey E-File & Serve, a true copy of the foregoing **NOTICE OF ENTRY OF ORDER SUSTAINING PLAINTIFF FAR WEST INDUSTRIES' OBJECTION TO CLAIM OF EXEMPTION FROM EXECUTION**, in the above matter, to the addressee below. Pursuant to EDCR 8.05(i), the date and time of the electronic service is in place of the date and place of deposit in the mail.

Terry A. Coffing, Esq.  
Tye S. Hanseen, Esq.  
**MARQUIS AURBACH COFFING**  
1001 Park Run Drive  
Las Vegas, Nevada 89145

*Attorneys for Defendant Michael J. Mona, Jr.*

\_\_\_\_\_  
An employee of Holley Driggs Walch  
Fine Wray Puzey & Thompson

*Steven D. Grlerson*

**ORDER**

F. THOMAS EDWARDS, ESQ.  
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Facsimile: 702/791-1912

*Attorneys for Plaintiff Far West Industries*

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

FAR WEST INDUSTRIES, a California  
corporation,

Plaintiff,

v.

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

Defendants.

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

Date of Hearing: June 14, 2017  
Time of Hearing: 9:00 a.m.

**ORDER SUSTAINING PLAINTIFF FAR WEST INDUSTRIES'  
OBJECTION TO CLAIM OF EXEMPTION FROM EXECUTION**

On June 14, 2017, at 9:00 a.m., the Court heard the matter of Plaintiff Far West Industries  
Objection to Claim of Exemption from Execution on an Order Shortening Time and Motion for  
Attorney Fees and Costs Pursuant to NRS 18.010(2)(b) (the "Objection"). F. Thomas Edwards,  
Esq. and Andrea M. Gandara, Esq., of the law firm Holley Driggs Walch Fine Wray Puzey &  
Thompson, appeared on behalf of Plaintiff Far West Industries ("Far West"). Tye S. Hanseen,  
Esq., of the law firm Marquis Aurbach Coffing, appeared on behalf of Defendant Michael J. Mona,  
Jr. ("Mr. Mona").

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1 With no other appearances having been made, the Court having reviewed and examined  
 2 the papers, pleadings and records on file in the above-entitled matter, heard the argument of  
 3 counsel, and good cause appearing therefore, the Court finds and orders as follows:

4 The Court's Order Regarding Plaintiff Far West Industries' Motion for Determination of  
 5 Priority of Garnishment and Defendant Michael J. Mona's Countermotion to Discharge  
 6 Garnishment and for Return of Proceeds ("Priority Order"), entered June 21, 2016, remains  
 7 unchanged and is incorporated by reference into this Order.

8 Far West's arguments in the Objection are well taken. As set forth in the Priority Order,  
 9 Nevada law is very limited regarding priority of garnishments. However, priority is governed by  
 10 Nevada law and grants priority on a "first in time" basis. By any measure, Far West's Judgment  
 11 ("Judgment") is entitled to priority over the Decree of Divorce ("Divorce Decree") providing for  
 12 the assignment of alimony to Rhonda Mona ("Ms. Mona").

13 If the Court treats the Judgment and the Divorce Decree as competing judgments, which  
 14 the Court believes is appropriate under the circumstances, Far West's Judgment is first in time and  
 15 entitled to priority because it was entered on April 27, 2012 and clearly pre-dates the July 23, 2015  
 16 Divorce Decree.

17 If the Court analyzes priority with regard to competing garnishments, Far West necessarily  
 18 prevails and is entitled to priority because Far West's first garnishment of Defendant's wages  
 19 occurred on December 13, 2013 and no garnishment has been issued with regard to the Divorce  
 20 Decree.

21 If the Court treats the Divorce Decree as an assignment because it provides Ms. Mona's  
 22 alimony "via direct wage assignment" through Mr. Mona's employer, Far West's Judgment and  
 23 garnishment is entitled to priority pursuant to *First Interstate Bank of California v. H.C.T.*, 108  
 24 Nev. 242, 246 (1992).

25 In the alternative, if the Court was to treat the Divorce Decree as a garnishment, it is subject  
 26 to the 120-day limitation applicable to garnishments and it has expired. Accordingly, under this  
 27 alternative analysis, Far West has priority ahead of Ms. Mona's alimony.

1 In the Court's exercise of discretion on priority, the Court also finds that equity is on the  
2 side of Far West for the reasons set forth in the Objection. Further, the Court notes that Nevada  
3 does not provide spousal support with the same priority as child support. *See* NRS 31.249(5).

4 In sum, the Far West's Judgment and garnishment have priority over the Divorce Decree  
5 and assignment of alimony that Ms. Mona has for multiple reasons.

6 Based on the foregoing, and good cause appearing,

7 **IT IS HEREBY ORDERED** that Far West's Objection is **SUSTAINED**.

8 **IT IS FURTHER ORDERED** that Mr. Mona's Claim of Exemption, filed May 23, 2017,  
9 is **DENIED**.

10 **IT IS FURTHER ORDERED** that Mr. Mona's wages from CV Sciences, Inc., being  
11 levied upon pursuant to Far West's Writ of Garnishment shall be immediately released to Far West  
12 and continue to be released to Far West in accordance with the Writ of Garnishment.

13 **IT IS FURTHER ORDERED** that the issues of priority, calculation and treatment as to  
14 Far West's garnishment of Mr. Mona's earnings are resolved going forward.

15 **IT IS FURTHER ORDERED** that any service defects of future Writs of Garnishment  
16 can be addressed as they arise in the future.

17 ///

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1 IT IS FURTHER ORDERED that Far West's request for attorney fees and costs is  
2 DENIED WITHOUT PREJUDICE.


3 IT IS SO ORDERED.

4 Dated this 18<sup>th</sup> day of July, 2017.

5  
6   
7 DISTRICT COURT JUDGE

8 Submitted by:

9 **HOLLEY DRIGGS WALCH**  
10 **FINE WRAY PUZEY & THOMPSON**

11   
12 F. THOMAS EDWARDS, ESQ.  
13 Nevada Bar No. 9549  
14 ANDREA M. GANDARA, ESQ.  
15 Nevada Bar No. 12580  
16 400 South Fourth Street, Third Floor  
17 Las Vegas, NV 89101

18 *Attorneys for Plaintiff Far West Industries*

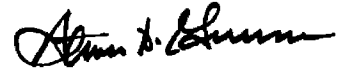
Approved as to form by:

19 **MARQUIS AURBACH COFFING**

20 /s/ Tye S. Hanseen  
21 TERRY A. COFFING, ESQ.  
22 Nevada Bar No. 4949  
23 TYE S. HANSEEN, ESQ.  
24 Nevada Bar No. 10365  
25 10001 Park Run Drive  
26 Las Vegas, Nevada 89145

27 *Attorneys for Defendant Michael J. Mona, Jr.*

## Exhibit 2



CLERK OF THE COURT

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

14 *Attorneys for Plaintiff Far West Industries*

15 **DISTRICT COURT**

16 **CLARK COUNTY, NEVADA**

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

19 **Plaintiff,**

20 **v.**

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

26 **Defendants.**

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

**NOTICE OF ENTRY OF ORDER**  
**REGARDING PLAINTIFF FAR WEST**  
**INDUSTRIES' MOTION FOR**  
**DETERMINATION OF PRIORITY OF**  
**GARNISHMENT AND DEFENDANT**  
**MICHAEL J. MONA'S**  
**COUNTERMOTION TO DISCHARGE**  
**GARNISHMENT AND FOR RETURN OF**  
**PROCEEDS**

27 YOU, and each of you, will please take notice that an ORDER REGARDING  
28 PLAINTIFF FAR WEST INDUSTRIES' MOTION FOR DETERMINATION OF PRIORITY  
OF GARNISHMENT AND DEFENDANT MICHAEL J. MONA'S COUNTERMOTION TO  
DISCHARGE GARNISHMENT AND FOR RETURN OF PROCEEDS in the above entitled

///

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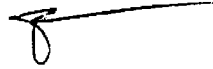
///



1 matter was filed and entered by the Clerk of the above-entitled Court on the 21st day of June,  
2 2016, a copy of which is attached hereto.

3 Dated this 21<sup>st</sup> day of June, 2016.

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

6 

7 F. THOMAS EDWARDS, ESQ. (NBN 9549)  
8 ANDREA M. GANDARA, ESQ. (NBN 12580)  
9 400 South Fourth Street, Third Floor  
10 Las Vegas, Nevada 89101  
11 *Attorneys for Plaintiff Far West Industries*

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**CERTIFICATE OF SERVICE**

I hereby certify that I am an employee of Holley Driggs Walch Fine Wray Puzey & Thompson, and that on the 21<sup>st</sup> day of June, 2016, I served via electronic service in accordance with Administrative Order 14.2, to all interested parties, through the Court's Odyssey E-File & Serve, a true copy of the foregoing **NOTICE OF ENTRY OF ORDER REGARDING PLAINTIFF FAR WEST INDUSTRIES' MOTION FOR DETERMINATION OF PRIORITY OF GARNISHMENT AND DEFENDANT MICHAEL J. MONA'S COUNTERMOTION TO DISCHARGE GARNISHMENT AND FOR RETURN OF PROCEEDS**, in the above matter, addressed as follows:

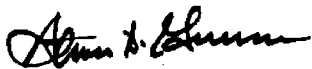
James E. Whitmire, Esq.  
**SANTORO WHITMIRE**  
 10100 West Charleston Boulevard, Suite 250  
 Las Vegas, Nevada 89135  
*Attorneys for Defendants Rhonda Helene Mona,  
 Michael Mona, III, and  
 Lundene Enterprises, LLC*

Terry A. Coffing, Esq.  
 Tye S. Hanseen, Esq.  
**MARQUIS AURBACH COFFING**  
 1001 Park Run Drive  
 Las Vegas, Nevada 89145  
*Attorneys for Defendant  
 Michael J. Mona, Jr.*

Erika Pike Turner, Esq.  
 Dylan Ciciliano, Esq.  
**GARMAN TURNER GORDON**  
 650 White Drive, Suite 100  
 Las Vegas, Nevada 89119  
*Attorneys for Roen Ventures, LLC*

William R. Urga, Esq.  
**JOLLEY URGA WOODBURY & LITTLE**  
 3800 Howard Hughes Parkway, 16th Floor  
 Las Vegas, Nevada 89169  
*Attorneys for Non-Party Theodore Sobieski*

  
 An employee of Holley Driggs Walch  
 Fine Wray Puzey & Thompson



CLERK OF THE COURT

1 **ORDR**

2  
3  
4 **DISTRICT COURT**  
5 **CLARK COUNTY, NEVADA**  
6

7 FAR WEST INDUSTRIES, a California  
8 corporation,

9 Plaintiff,

10 vs.

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

16 Defendants.

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

**ORDER REGARDING PLAINTIFF  
FAR WEST INDUSTRIES' MOTION  
FOR DETERMINATION OF  
PRIORITY OF GARNISHMENT AND  
DEFENDANT MICHAEL J. MONA'S  
COUNTERMOTION TO DISCHARGE  
GARNISHMENT AND FOR RETURN  
OF PROCEEDS**

17 Having reviewed the parties' pleadings and briefs herein, including, but not limited to,  
18 Plaintiff Far West Industries' ("Plaintiff") Motion for Determination of Priority of Garnishment  
19 ("Motion"); Defendant Michael J. Mona's ("Defendant") Opposition to Far West's Motion for  
20 Determination of Priority of Garnishment and Countermotion to Discharge Garnishment and for  
21 Return of Proceeds ("Opposition" and "Countermotion," respectively); Plaintiff Far West Industries'  
22 Reply to Mona's Opposition to Far West's Motion for Determination of Priority of Garnishment and  
23 Opposition to Countermotion to Discharge Garnishment and for Return of Proceeds; and  
24 Defendant's Reply in Support of Countermotion to Discharge Garnishment and for Return of  
25 Proceeds, and having held argument on March 30, 2016 and taken this matter under advisement, the  
26 Court GRANTS Plaintiff's Motion and DENIES Defendant's Countermotion as follows:

27 Plaintiff obtained a judgment of over \$18 million from a California state court against  
28 Defendant on April 27, 2012.<sup>1</sup> Plaintiff domesticated the judgment in Nevada and has been

<sup>1</sup> See Judgment, attached as Exhibit 1 to Plaintiff's Motion.

1 garnishing Defendant's wages since December 2013 at approximately \$1,950 on a bi-weekly basis.<sup>2</sup>  
2 In December 2015, Plaintiff obtained a new Writ of Execution for Defendant's earnings, which was  
3 served on Defendant's employer on January 7, 2016.<sup>3</sup> On January 28, 2016, Plaintiff received  
4 Defendant's Interrogatories in response to the Writ of Garnishment indicating that Defendant's  
5 weekly gross earnings totaled \$11,538.56, with deductions required by law totaling \$8,621.62.<sup>4</sup> The  
6 deductions required by law excluded from Defendant's gross earnings comprised of federal income  
7 tax, Social Security, Medicare, and \$4,615.39 in alimony payments to Defendant's ex-wife, Rhonda  
8 Mona ("Ms. Mona").<sup>5</sup> Based on those deductions, payments to Plaintiff decreased to less than \$750.  
9 Plaintiff subsequently filed its Motion for Determination of Priority of Garnishment requesting that  
10 this Court establish priority between Plaintiff's garnishment and Ms. Mona's alimony claim.  
11

#### 12 I. Amount and Priority of Garnishments

13 Under federal law the maximum amount of wages that may be garnished in any workweek  
14 may not exceed either (1) 25% of an individual's disposable earnings or (2) the amount by which the  
15 individual's disposable earnings for that week exceed thirty times the Federal minimum hourly  
16 wage, whichever is less.<sup>6</sup> In the event of a garnishment pursuant to an order for the support of a  
17 person, the maximum aggregate disposable earnings of an individual, where such individual is not  
18 supporting a spouse or dependent child, may not exceed 60% of the individual's disposable earnings  
19 for that week.<sup>7</sup> When an issue arises as to multiple garnishments, priority is determined by state law  
20 or other federal law.<sup>8</sup>  
21

22 Nevada law mirrors the provisions set forth in 15 U.S.C. § 1673, and states that the aggregate  
23 disposable earnings subject to garnishment may not exceed 25%, with a maximum of 60% where  
24

25 <sup>2</sup> See Application of Foreign Judgment, filed on October 18, 2012 in Case No. A-12-670325-F.

26 <sup>3</sup> See Case Summary, attached as Exhibit 2 to Plaintiff's Motion.

27 <sup>4</sup> See Writ of Garnishment with Answers to Interrogatories from Cannavest, attached as Exhibit 5 to Plaintiff's Motion.

28 <sup>5</sup> *Id.*; see also "Deduction Emails" attached as Exhibit 6 to Plaintiff's Motion; see also Decree of Divorce, attached as Exhibit 7 to Plaintiff's Motion.

<sup>6</sup> 15 U.S.C. § 1673(a).

<sup>7</sup> 15 U.S.C. § 1673(b)(2)(B).

<sup>8</sup> 29 C.F.R. 870.11.

1 there is an order for the support of a person.<sup>9</sup> As to priority of claims, Nevada law gives the Court  
2 discretion in determining the priority and method of satisfying claims, except that any writ to satisfy  
3 a judgment for child support must be given first priority pursuant to NRS 31.249(5).<sup>10</sup>

4 Defendant identifies several states that grant garnishment priority to spousal support orders.  
5 However, applying such a priority to Ms. Mona's alimony is not supported by Nevada law, which  
6 provides garnishment priority solely to child support orders. Thus, unlike the cases cited by  
7 Defendant, it is inappropriate to award priority to Ms. Mona's alimony claim because such a priority  
8 is simply not supported by Nevada law. Since Ms. Mona's alimony claim is not automatically  
9 entitled to priority under Nevada law, this Court has discretion to determine priority between  
10 Plaintiff's garnishment and Ms. Mona's alimony claim pursuant to NRS 31.249.

## 12 II. Priority of Garnishments

13 Nevada case law regarding priority of garnishments is limited. However, in *First Interstate*  
14 *Bank of California v. H.C.T.*, the Nevada Supreme Court held that priority depends on "which  
15 interest is first in time," and agreed with a Sixth Circuit case that "the rights of the parties are  
16 determined from the date of the award."<sup>11</sup> In this case, Plaintiff's April 27, 2012 judgment clearly  
17 pre-dates the July 23, 2015 Divorce Decree. Even if the date of Plaintiff's first garnishment is used  
18 as the date for determining priority, Plaintiff's interest would still be first in time, as Plaintiff's first  
19 garnishment of Defendant's wages occurred on December 13, 2013.<sup>12</sup>

21 The Court in *First Interstate* further provided that as between an assignment and a  
22 garnishment, an assignment "takes priority over a writ of garnishment only to the extent that the

23  
24 <sup>9</sup> NRS 31.295.

25 <sup>10</sup> The statute provides: "If the named garnishee is the subject of more than one writ of garnishment regarding the  
26 defendant, the court shall determine the priority and method of satisfying the claims, except that any writ of garnishment  
to satisfy a judgment for the collection of child support must be given first priority."

27 <sup>11</sup> *First Interstate Bank of California v. H.C.T.*, 108 Nev. 242 (1992) citing *Marion Mfg. Co. v. Long*, 588 F.2d 538, 541  
(6th Cir. 1978).

28 <sup>12</sup> The Court in *First Interstate* concluded that a creditor's interests vested when it first serve its writ of garnishment, and  
used the date of the first garnishment in determining priority. It is unclear whether Ms. Mona has ever garnished  
Defendant's wages to enforce the alimony award provided in the Decree of Divorce. However, the first date Ms. Mona  
was able to garnish Defendant's wages would have occurred after filing of the Decree of Divorce in July 2015, long after  
Plaintiff's judgment or first date of garnishment.

1 consideration given for the assignment represents an antecedent debt or present advance.”<sup>13</sup> Under  
2 this test, Ms. Mona’s alimony, paid “via a direct wage assignment” through Defendant’s employer,  
3 takes priority only if it represents consideration for an antecedent debt or present advance.<sup>14</sup> In this  
4 case, Defendant’s obligation under the Decree of Divorce represents only a court order to pay  
5 monthly alimony to Ms. Mona, and was not ordered as consideration for an antecedent debt or  
6 present advance. Thus, Plaintiff’s judgment still takes priority even under this analysis.  
7

### 8 **III. Expiration**

9 Defendant claims that Plaintiff’s status as “first in time” was lost when Plaintiff’s  
10 garnishment expired. However, Plaintiff was prevented from renewing its garnishment for four  
11 months (from July 20, 2015 to November 30, 2015) because of a stay pending an appeal instituted  
12 by Defendant and Ms. Mona. Plaintiff obtained a new garnishment immediately after expiration of  
13 the stay on December 1, 2015. It would be inequitable for Plaintiff’s garnishment to lose its position  
14 to Ms. Mona’s ongoing support order simply because it was prevented from renewing its  
15 garnishment during the four month period when the case was stayed.<sup>15</sup>  
16

### 17 **IV. Defendant’s Motion to Discharge the Writ**

18 In his Countermotion to Discharge Writ and Return Funds to Mona, Defendant cites to NRS  
19 31.045(2) in asserting his right to move for discharge of the writ.<sup>16</sup> As Plaintiff correctly asserts,  
20 NRS 31.200 states that a Defendant may move for discharge of an attachment on the following  
21 grounds:

- 22 (a) That the writ was improperly or improvidently issued;
- 23 (b) That the property levied upon is exempt from execution or necessary and  
24 required by the defendant for the support and maintenance of the defendant and  
members of the defendant’s family;
- 25 (c) That the levy is excessive.

26 <sup>13</sup> *First Interstate Bank of California v. H.C.T.*, 108 Nev. 242, 246 (1992).

27 <sup>14</sup> See Decree of Divorce 3:12-16, attached as Exhibit 7 to Plaintiff’s Motion.

28 <sup>15</sup> The Court is also aware, as set forth in great detail in other orders of the facts and circumstances of this case, and finds that equity supports an exercise of the Court’s discretion in favor of Plaintiff on the priority of garnishment issue as set forth in this Order.

<sup>16</sup> See Defendant’s Opposition and Countermotion at 28:1-11.

1 In his countermotion, Defendant incorporates by reference the "facts, law, and analysis"  
2 included in his Opposition, but does not specifically address which, if any, of the three parameters of  
3 NRS 31.200 he bases his motion.<sup>17</sup>

4 Furthermore, Defendant's request that Plaintiff return any excess garnishment fails to address  
5 why Plaintiff, and not Defendant's employer Cannavest, should be required to remit any excess  
6 garnishment to Defendant. Defendant provided no controlling or persuasive authority requiring a  
7 judgment creditor to return funds that an employee claims were overpaid.<sup>18</sup>

9 In light of the foregoing, this Court finds that because Plaintiff's garnishment predates the  
10 Decree of Divorce, Plaintiff's garnishment is entitled to priority over Ms. Mona's alimony claim,  
11 and Plaintiff is entitled to garnish 25% of Defendant's disposable earnings (calculated by subtracting  
12 federal taxes, Social Security, and Medicare from Defendant's biweekly salary) *before* any  
13 deductions may be made to satisfy Ms. Mona's alimony claim.<sup>19</sup> Furthermore, there are no facts  
14 supporting Defendant's countermotion for discharge under NRS 31.200. To the extent that  
15 Defendant's employer Cannavest garnished Defendant's wages in an amount exceeding what it was  
16 allowed, Defendant may seek reimbursement directly from Cannavest.

17 Based on the foregoing, and good cause appearing:

18 **IT IS HEREBY ORDERED** that Plaintiff's garnishment is entitled to take priority over Ms.  
19 Mona's alimony claim.

21 **IT IS FURTHER ORDERED** that Plaintiff is entitled to garnish 25% of Defendant's  
22 disposable earnings, calculated by subtracting federal taxes, Social Security, and Medicare from  
23

24  
25 <sup>17</sup> See Defendant's Opposition 28:9-11.

26 <sup>18</sup> Defendant cites *Lough v. Robinson*, 111 Ohio App.3d 149, 155-156 (1996), which states "the entire amount that was  
27 withheld by the employer for the creditor garnishment was excess and should have been returned to appellant."  
28 However, *Lough* does not clarify who must return the funds to the employee, and there is no authority presented  
supporting Defendant's claim that reimbursement should come from Plaintiff.

<sup>19</sup> This formula is relied on by both Plaintiff and Defendant as the correct method for calculating Defendant's disposable  
earnings; see Defendant's Opposition and Counter motion at 20:14-20 and Plaintiff's Reply at 6:14-22. The only  
difference between the parties' proposed calculations is whether Plaintiff's garnishment or Ms. Mona's alimony are  
subtracted from Defendant's disposable earnings first.

1 Defendant's biweekly earnings. Any amount in excess of 25% of Defendant's disposable earnings  
2 may be applied to satisfy Ms. Mona's alimony claim.

3 **IT IS FURTHER ORDERED** that Defendant's Countermotion to Discharge Garnishment  
4 and for Return of Proceeds is DENIED.

5 DATED this 21<sup>st</sup> day of June, 2016.

6   
7  
8 JOE HARDY  
9 DISTRICT JUDGE  
10 DEPARTMENT XV

11 **CERTIFICATE OF SERVICE**

12 I hereby certify that on or about the date filed, a copy of the foregoing was electronically  
13 served, mailed or placed in the attorney's folder on the first floor of the Regional Justice Center as  
14 follows:

15 Thomas Edwards, Esq. [tedwards@nevadafirm.com](mailto:tedwards@nevadafirm.com)  
16 Terry Coffing, Esq. [tcoffing@maclaw.com](mailto:tcoffing@maclaw.com)  
17 James Whitmire, III, Esq. [jwhitmire@santoronevada.com](mailto:jwhitmire@santoronevada.com)  
18 Erika Pike Turner, Esq. [eturner@gtg.legal](mailto:eturner@gtg.legal)  
19 William Urga, Esq. [wru@juww.com](mailto:wru@juww.com)

20   
21  
22 Judicial Executive Assistant  
23  
24  
25  
26  
27  
28



# **EXHIBIT 5**

# **EXHIBIT 5**

STATE OF NEVADA            )

)            ss:

COUNTY OF CLARK            )

I, Andrea M. Gandara, Esq., under oath and under penalty of perjury say:

1. I am an attorney licensed to practice law in the State of Nevada and an associate with the law firm Holley Driggs Walch Fine Wray Puzey and Thompson, counsel for Appellee Far West Industries ("Far West") in the above-captioned action.
2. I am over the age of 18, am mentally competent, and, if called upon to testify, could and would do so.
3. I have personal knowledge of the facts in this Affidavit except as to those matters based upon information and belief, and as to those matters, I believe them to be true and correct.
4. Far West is the Plaintiff/Judgment Creditor in the matter of *Far West Industries v. Rio Vista Nevada, LLC, et al.*, Case No. A-12-670352-F, pending before the Eighth Judicial District Court for the County of Clark (the "Judgment Collection Action").
5. In that case, Far West domesticated its California Judgment (the "Judgment") against Appellant Michael Mona Jr. ("Mr. Mona"), among others.
6. As of December 11, 2017, Far West's Judgment against Mr. Mona is in excess of \$28 million.
7. As part of its Judgment Collection Action, Far West has served and intends to continue serving Writs of Garnishment for Mr. Mona's wages from his employer, CV Sciences, Inc. Far West served its most recent Writ of Garnishment on CV Sciences, Inc. on October 10, 2017.
8. Further Far West conducted Mr. Mona's judgment debtor examination on October 25, 2017. Mr. Mona's judgment debtor exam testimony and related document production has further resulted in identification of potential assets and liabilities and Far West will seek additional discovery and enforcement of its Judgment.
9. Far West has and plans to continue subpoenaing third parties for records and testimony relating to Mr. Mona assets and liabilities.
10. Far West also conducted a deposition of Michael Sifen, an associate of Mr. Mona, his family, and their related entities, on November 20, 2017.
11. For example, Far West has issued a subpoena for records and testimony from an entity named Mai Dun Limited, LLC ("Mai Dun"), which paid legal fees for Mr. Mona in

December 2016. Mai Dun has produced documents and its deposition is scheduled for December 21, 2017.

12. Far West recently issued subpoenas for four individuals and entities regarding Deeds of Trust recorded against Mr. Mona's residence in Las Vegas and depositions are scheduled at the end of January 2018.
13. Despite its extensive efforts to enforce the Judgment against Mr. Mona, to date Far West has only collected approximately \$139,000, which represents just fraction of what is owed.
14. In short, the Judgment Collection Action is far from being concluded.

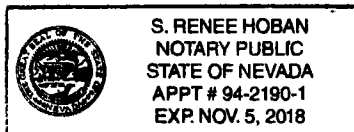
I declare under penalty of perjury that the foregoing is true and correct.

  
ANDREA M. GANDARA, ESQ.

SUBSCRIBED and SWORN to before me

this 12<sup>th</sup> day of December, 2017 by Andrea M. Gandara, Esq.

  
NOTARY PUBLIC



# **EXHIBIT 6**

# **EXHIBIT 6**

1 **CC03**

2 F. THOMAS EDWARDS, ESQ.

3 Nevada Bar No. 9549

4 E-mail: tedwards@nevadafirm.com

5 ANDREA M. GANDARA, ESQ.

6 Nevada Bar No. 12580

7 E-mail: agandara@nevadafirm.com

8 HOLLEY DRIGGS WALCH

9 FINE WRAY PUZEY & THOMPSON

400 South Fourth Street, Third Floor

Las Vegas, Nevada 89101

Telephone: 702/791-0308

Facsimile: 702/791-1912

*Attorneys for Plaintiff Far West Industries*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

FAR WEST INDUSTRIES, a California  
corporation,

Plaintiff,

v.

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

Defendants.

Case No.: A-12-670352-F

Dept. No.: XV

**SUBPOENA - CIVIL**

☐ **REGULAR**

☒ **DUCES TECUM**

**THE STATE OF NEVADA SENDS GREETINGS TO:**

Mai Dun Limited, LLC  
c/o Bart Mackay, Resident Agent and Manager  
6325 South Jones Boulevard #500  
Las Vegas, Nevada 89118

**YOU ARE HEREBY COMMANDED** that you shall **attend and give testimony** at a  
deposition at **10:00 a.m. on October 17, 2017, at the law offices of Holley Driggs Walch Fine**  
**Wray Puzey & Thompson, 400 South Fourth Street, Third Floor, Las Vegas, Nevada**  
**89101.** Pursuant to NRCP 30(b)(6), as a corporate entity, you shall designate one or more  
officers, directors, or managing agents, or other persons who consent to testify on your behalf.  
The corporate representative has the duty to be prepared to testify about the topics identified on

1 **Exhibit A.** Your testimony shall be reported stenographically.

2 You are further commanded to **produce and permit inspection and copying of**  
3 **designated books, documents, and tangible things** that are designated on **Exhibit B**, along  
4 with an executed Affidavit of Custodian of Records, attached hereto as **Exhibit C**, for receipt **on**  
5 **or before 12:00 Noon on October 5, 2017** at the law offices of Holley Driggs Walch Fine Wray  
6 Puzey & Thompson, Attn: F. Thomas Edwards, Esq., 400 South Fourth Street, Third Floor, Las  
7 Vegas, Nevada 89101.

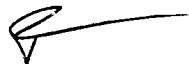
8 Please see the attached **Exhibit D** for information regarding the rights and duties of the  
9 person subject to this subpoena.

10 If you fail to attend the deposition or fail to produce the books, documents and tangible  
11 things described on **Exhibit A**, you may be deemed guilty of contempt of this Court and liable to  
12 pay all losses and damages caused by your failure.

13 Dated this 14<sup>th</sup> day of September, 2017.

14 Issued at the request of:

15 **HOLLEY DRIGGS WALCH**  
16 **FINE WRAY PUZEY & THOMPSON**

17   
18 F. THOMAS EDWARDS, ESQ.  
19 Nevada Bar No. 9549  
20 ANDREA M. GANDARA, ESQ.  
21 Nevada Bar No. 12580  
22 400 S. Fourth Street, Third Floor  
23 Las Vegas, NV 89101

24 *Attorneys for Plaintiff Far West Industries*

**EXHIBIT A**

**NRCP 30(b)(6) Deposition Topics**

1. Mai Dun Limited, LLC's relationship, contracts, agreements and business dealings with Michael J. Mona, Jr. ("Mr. Mona"), Rhonda Mona ("Ms. Mona"), any entity or trust in which either Mr. Mona or Ms. Mona hold an Interest ("Mona Entity"), and any family member of Mr. Mona and Ms. Mona ("Mona Family Member").
2. Mai Dun Limited, LLC's transfer of assets to Mr. Mona, Ms. Mona, any Mona Entity, and any Mona Family Member.
3. Mai Dun Limited, LLC's receipt of assets from Mr. Mona, Ms. Mona, any Mona Entity, and any Mona Family Member.
4. Mai Dun Limited, LLC's liabilities to Mr. Mona, Ms. Mona, any Mona Entity, and any Mona Family Member.
5. Mr. Mona's liabilities to Mai Dun Limited, LLC, Ms. Mona, any Mona Entity, and any Mona Family Member.
6. Mai Dun Limited, LLC's payments to third-parties on behalf of Mr. Mona, Ms. Mona, any Mona Entity, and any Mona Family Member.

**EXHIBIT B**

**DEFINITIONS**

The following definitions are to be used with respect to these documents:

A. "Document" is defined to be synonymous in meaning and equal in scope to the usage of this term in Nevada Rules of Civil Procedure 34(a), and shall mean any and all information in tangible or other form, whether printed, typed, recorded, computerized, filmed, reproduced by any process, or written or produced by hand, and whether an original, draft, master, duplicate or copy, or notated version thereof, that is in Your possession, custody, or control. A draft or non-identical copy is a separate document within the meaning of this term.

B. Document as used in this Subpoena shall also include, but not be limited to, electronic files, other data generated by and/or stored on or through any of Your computer systems and storage media (e.g., internal or external hard drives, CD-ROM's, floppy disks, backup tapes, thumb drives, internet-based posting boards, or any other data storage media or mechanisms), or any other electronic data. This includes, but is not limited to: email and other electronic communications (e.g., postings to internet forums, ICQ or any other instant messenger messages, and/or text messages); voicemails; word processing documents; spreadsheets; databases; calendars; telephone logs; contact manager information; Internet usage files; offline storage or information stored on removable media; information contained on laptops or other portable devices; and network access information. Further, this includes data in any format for storing electronic data.

C. "Relating to" or "reflecting" are used in their broadest sense and shall mean and include, but shall not be limited to, advert, allude, comprise, concern, constitute, describe, discuss, mention, note, pertain, quote, recite, recount, refer, report or state.

D. "Interest" shall mean and refer to a legal share in something and/or all or part of a legal or equitable claim to or right in property.

E. The singular shall include the plural, and the plural shall include the singular. The conjunctive "and" shall include the disjunctive "or" and the disjunctive "or" shall include the conjunctive "and."

F. "You" or "Your" shall mean and refer to Mai Dun Limited, LLC any agent, owner, manager or representative of Mai Dun Limited, LLC, both past and present.

G. Each document produced pursuant to Exhibit A shall be produced as it is kept in the usual course of business (i.e., in the file folder or binder in which such documents were located when the request was served) or shall be organized and labeled to correspond to the categories of documents requested.

H. You are instructed to produce any and all documents which are in your possession, custody or control. Possession, custody or control includes constructive possession whereby you have a right to compel the production of a matter from a third party (including an agency, authority or representative.)

I. To the extent the location of any document called for by Exhibit "A" is unknown to you, so state. If any estimate can reasonably be made as to the location of an unknown document, describe the document with sufficient particularity so that it can be identified, set forth your best estimate of the document's location, and describe the basis upon which the estimate is made.



1 J. If any document request is deemed to call for disclosure of proprietary data,  
2 counsel for movant is prepared to receive such data pursuant to an appropriate confidentiality  
3 order.

4 K. To the extent the production of any document is objected to on the basis of  
5 privilege, provide the following information about each such document: (1) describe the nature  
6 of the privilege claimed (e.g., attorney-client, work product, etc.); (2) state the factual and legal  
7 basis for the claim of such privilege (e.g., communication between attorney for corporation and  
8 outside counsel relating to acquisition of legal services); (3) identify each person who was  
9 present when the document was prepared and who has seen the document; and (4) identify every  
10 other document which refers to or describes the contents of such document.

11 L. If any document has been lost or destroyed, the document so lost or destroyed  
12 shall be identified by author, date, subject matter, date of loss or destruction, identity of person  
13 responsible for loss or destruction and, if destroyed, the reason for such destruction.

---

#### ITEMS TO BE PRODUCED

---

14 1. All documents relating to Michael J. Mona, Jr. ("Mr. Mona"), directly or  
15 indirectly, including, but not limited to, any documents granting or conveying any Interest to or  
16 from Mr. Mona, directly or indirectly, and any amendments or correspondence related thereto.

17 2. All documents relating to Rhonda Mona ("Ms. Mona"), directly or indirectly,  
18 including, but not limited to, any documents granting or conveying any Interest to or from Ms.  
19 Mona, directly or indirectly, and any amendments or correspondence related thereto.

20 3. All documents relating to any entity or trust in which either Mr. Mona or Ms.  
21 Mona hold an Interest ("Mona Entity"), directly or indirectly, including, but not limited to, any  
22 documents granting or conveying any Interest to or from any Mona Entity, directly or indirectly,  
23 and any amendments or correspondence related thereto.

24 4. All documents relating to any family member of Mr. Mona and Ms. Mona  
25 ("Mona Family Member"), directly or indirectly, including, but not limited to, any documents  
26 granting or conveying any Interest to or from any Mona Family Member, directly or indirectly,  
27 and any amendments or correspondence related thereto.

28 ///

///

1           5.     All documents reflecting any transfers, disposition, or permissive use of any of  
2 Your assets, directly or indirectly, involving Mr. Mona, Ms. Mona, any Mona Entity, and/or any  
3 Mona Family Member, including, but not limited to any agreements, contracts, leases,  
4 promissory notes, accounts payable, mortgages, or bills of sale.

5           6.     All correspondence between You, directly or indirectly, and Mr. Mona, Ms.  
6 Mona, any Mona Entity, and/or any Mona Family Member, directly or indirectly.

7           7.     All documents reflecting any indebtedness owed or ever owed by Mr. Mona to  
8 You, directly or indirectly, including, but not limited to any agreements, contracts, leases,  
9 promissory notes, accounts payable, or mortgages.

10          8.     All documents reflecting any indebtedness owed or ever owed by Ms. Mona to  
11 You, directly or indirectly, including, but not limited to any agreements, contracts, leases,  
12 promissory notes, accounts payable, or mortgages.

13          9.     All documents reflecting any indebtedness owed or ever owed by any Mona  
14 Entity to You, directly or indirectly, including, but not limited to any agreements, contracts,  
15 leases, promissory notes, accounts payable, or mortgages.

16          10.    All documents reflecting any indebtedness owed or ever owed by any Mona  
17 Family Member to You, directly or indirectly, including, but not limited to any agreements,  
18 contracts, leases, promissory notes, accounts payable, or mortgages.

19          11.    All documents reflecting any indebtedness owed or ever owed by You to Mr.  
20 Mona, directly or indirectly, including, but not limited to any agreements, contracts, leases,  
21 promissory notes, accounts payable, or mortgages.

22          12.    All documents reflecting any indebtedness owed or ever owed by You to Ms.  
23 Mona, directly or indirectly, including, but not limited to any agreements, contracts, leases,  
24 promissory notes, accounts payable, or mortgages.

25          13.    All documents reflecting any indebtedness owed or ever owed by You to any  
26 Mona Entity, directly or indirectly, including, but not limited to any agreements, contracts,  
27 leases, promissory notes, accounts payable, or mortgages.

28

1           14. All documents reflecting any indebtedness owed or ever owed by You to any  
2 Mona Family Member, directly or indirectly, including, but not limited to any agreements,  
3 contracts, leases, promissory notes, accounts payable, or mortgages.

4           15. All documents reflecting any money, property, effects, good, chattels, rights,  
5 credits or choses in action of Mr. Mona that are in Your possession, whether directly or  
6 indirectly.

7           16. All documents reflecting any money, property, effects, good, chattels, rights,  
8 credits or choses in action of Ms. Mona that are in Your possession, whether directly or  
9 indirectly.

10           17. All documents reflecting any money, property, effects, good, chattels, rights,  
11 credits or choses in action of any Mona Entity that are in Your possession, whether directly or  
12 indirectly.

13           18. All documents reflecting any money, property, effects, good, chattels, rights,  
14 credits or choses in action of any Mona Family Member that are in Your possession, whether  
15 directly or indirectly.

16           19. All documents reflecting any transfers of Your assets to Mr. Mona, Ms. Mona,  
17 any Mona Entity, and/or any Mona Family Member, including but not limited to, any  
18 agreements, contracts, or leases.

19           20. All documents reflecting disposition of Your assets in favor of or for the benefit  
20 of Mr. Mona, Ms. Mona, any Mona Entity, and/or any Mona Family Member, including but not  
21 limited to, any agreements, contracts, or leases.

22           21. All documents reflecting the permissive use of Your assets by Mr. Mona, Ms.  
23 Mona, any Mona Entity, and/or any Mona Family Member, including but not limited to, any  
24 agreements, contracts, or leases.

25           22. All documents relating to Your contracts, arrangements and/or agreements with  
26 Mr. Mona, Ms. Mona, any Mona Entity, and/or any Mona Family Member regarding any of  
27 Your activities or business, including, but not limited to, any management agreement.  
28

EXHIBIT C

AFFIDAVIT OF CUSTODIAN OF RECORDS

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

\_\_\_\_\_, being duly sworn and under all penalties of perjury, does hereby depose and state:

1. I am the custodian of records for Mai Dun Limited, LLC.

2. Mai Dun Limited, LLC was served with a Subpoena in connection with *Far West Industries v. Rio Vista Nevada, LLC, et al.*, Clark County District Court Case No. A-12-670352-F, calling for the production of records.

3. I have examined the original of Mai Dun Limited, LLC's records responsive to the Subpoena and have made a true, complete, and exact copy of those records, which are attached hereto.

4. The original of the attached records was made at or near the time of the acts, events, conditions, opinions or diagnoses recited therein, made at or near the time by, or from information transmitted by, a person with knowledge, all in the course of a regularly conducted activity of Mai Dun Limited, LLC.

FURTHER YOUR AFFIANT SAYETH NAUGHT.

By: \_\_\_\_\_

Its: \_\_\_\_\_

SUBSCRIBED and SWORN to before  
me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT D**  
**NEVADA RULES OF CIVIL PROCEDURE**

**Rule 45**

**(c) Protection of Persons Subject to Subpoena.**

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2)(A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3)(A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it:

(i) fails to allow reasonable time for compliance;

(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held, or

(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or

(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party,

the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

**(d) Duties in Responding to Subpoena.**

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

**(e) Contempt.** Failure by any person without adequate excuse to obey a subpoena served upon that person may be deemed a contempt of the court from which the subpoena issued.

AFFIDAVIT OF SERVICE

DISTRICT COURT  
CLARK COUNTY, STATE OF NEVADA

Far West Industries

Plaintiff(s)

v.

Rio Vista Nevada, LLC, et al.

Defendant(s)

Case No.:A-12-670352-F

F. Thomas Edwards, Esq., Bar No. 9549

HOLLEY DRIGGS WALCH ET.AL.

400 South "4th" Street, Suite 300 3rd Floor

Las Vegas, NV 89101

(702) 791-0308

Attorneys for the Plaintiff

Client File# 10594-01 (NSM)

I, Tanner Trewet, being sworn, states: That I am a licensed process server registered in Nevada. I received a copy of the Second Amended Notice of Issuance of Subpoena to Mai Dun Limited, LLC; Subpoena Duces Tecum; Witness Fees, Check #20838 for \$37.00 from HOLLEY DRIGGS WALCH ET.AL.

That on 9/15/2017 at 2:10 PM I served the above listed documents to Mai Dun Limited, LLC c/o Bart Mackay, Registered Agent by personally delivering and leaving a copy at 6325 South Jones Boulevard, #500, Las Vegas, NV 89118 with Tyson Mackay - Son/Co-Resident - Authorized to Accept, a person of suitable age and discretion, authorized by Registered Agent to accept service of process at the above address shown on the current certificate of designation filed with the Secretary of State.

That the description of the person actually served is as follows:

Gender: Male, Race: Caucasian, Age: 31 - 35, Height: 5'6 - 6'0, Weight: 180-200 Lbs, Hair: Brown, Eyes:Hazel

I being duly sworn, states: that all times herein, Affiant was and is over 18 years of age, not a party to or interested in the proceedings in which this Affidavit is made. I declare under perjury that the foregoing is true and correct.

Date: 9/19/2017

Tanner Trewet  
Registered Work Card# R-075655  
State of Nevada

(No Notary Per NRS 53.045)

Service Provided for:  
Nationwide Legal Nevada, LLC  
626 S. 7th Street  
Las Vegas, NV 89101  
(702) 385-5444  
Nevada Lic # 1656



# **EXHIBIT 7**

# **EXHIBIT 7**



**MOT**

F. THOMAS EDWARDS, ESQ.

Nevada Bar No. 9549

E-mail: tedwards@nevadafirm.com

ANDREA M. GANDARA, ESQ.

Nevada Bar No. 12580

E-mail: agandara@nevadafirm.com

MARY LANGSNER, ESQ.

Nevada Bar No. 13707

E-mail: mlangsner@nevadafirm.com

HOLLEY DRIGGS WALCH

FINE WRAY PUZEY & THOMPSON

400 South Fourth Street, Third Floor

Las Vegas, Nevada 89101

Telephone: 702/791-0308

*Attorneys for Plaintiff Far West Industries*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

FAR WEST INDUSTRIES, a California  
corporation,

Plaintiff,

v.

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

Defendants.

Case No.: A-12-670352-F

Dept. No.: XV

**MOTION TO COMMAND MAI DUN LIMITED, LLC'S COMPLIANCE WITH  
SUBPOENA DUCES TECUM**

Plaintiff Far West Industries ("Far West"), by and through its counsel, F. Thomas Edwards, Esq., Andrea M. Gandara, Esq., and Mary Langsner, Esq. of the law firm of Holley Driggs Walch Fine Wray Puzey & Thompson, hereby files this Motion to Command Mai Dun Limited, LLC's Compliance With Subpoena ("Motion"), pursuant to Chapter 14 of the Nevada Revised Statutes and NEV. R. CIV. P. 45.

This Motion is supported by the following Memorandum of Points and Authorities, Declaration of F. Thomas Edwards, Esq. in support of the Motion to Command Mai Dun Limited,



1 LLC's Compliance With Subpoena ("Edwards Declaration"); any exhibits thereto which are by  
2 this reference expressly incorporated herein; the papers and pleadings on file in this action; Second  
3 Amended Notice of Issuance of Subpoena to Mai Dun Limited, LLC ("Subpoena"), attached  
4 hereto as Exhibit "4"; Affidavit of Service of Subpoena dated September 19, 2017 ("Affidavit of  
5 Service"), attached hereto as Exhibit "6"; and any such oral argument as this Court may entertain.

6 Dated this 12th day of October, 2017.

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

9 /s/ Andrea M. Gandara  
10 F. THOMAS EDWARDS, ESQ.  
11 Nevada Bar No. 9549  
12 ANDREA M. GANDARA, ESQ.  
13 Nevada Bar No. 12580  
14 MARY LANGSNER, ESQ.  
15 Nevada Bar No. 13707  
16 400 South Fourth Street, Third Floor  
17 Las Vegas, Nevada 89101

18 *Attorneys for Plaintiff Far West Industries*

**NOTICE OF MOTION**

YOU, and each of you, will please take notice that the MOTION TO COMMAND MAI  
DUN LIMITED, LLC'S COMPLIANCE WITH SUBPOENA DUCES TECUM will come on for  
hearing on the 13th day of November, 2017, at the hour of 9:00 AM or as soon  
thereafter as counsel may be heard, in Department XV in the above-referenced court.

Dated this 12th day of October, 2017.

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

/s/ Andrea M. Gandara  
F. THOMAS EDWARDS, ESQ.  
Nevada Bar No. 9549  
ANDREA M. GANDARA, ESQ.  
Nevada Bar No. 12580  
MARY LANGSNER, ESQ.  
Nevada Bar No. 13707  
400 South Fourth Street, Third Floor  
Las Vegas, Nevada 89101

*Attorneys for Plaintiff Far West Industries*

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Defendant Michael Mona Jr.'s ("Mr. Mona") unrepentant and protracted efforts to evade  
4 Far West's execution of its lawfully obtained eight-figure fraud judgment continue. In this  
5 iteration, Mai Dun Limited, LLC ("Mai Dun"), an entity responsible for at least one payment of  
6 \$50,000.00 toward Mr. Mona's attorney fees to law firm Marquis Aurbach Coffing, refuses to  
7 comply with the Subpoena commanding production of all documents regarding the money,  
8 property, effects, good, chattels, rights, credits, or choses in action relating to Mr. Mona or his  
9 family members that are in Mai Dun's possession.<sup>1</sup>

10 To date, there has been no compliance with document production pursuant to the issued  
11 Subpoena—the deadline for which has passed.

12 To date, the Subpoena is not subject to any objection lodged pursuant to NEV. R. CIV. P.  
13 45(c)(2)(B), nor is a motion to quash pending before this Court pursuant to NEV. R. CIV. P. 45.  
14 The Subpoena has simply been ignored by Mai Dun. Counsel for Far West have reached out in an  
15 effort to meet and confer, in good faith, to attempt resolution of the dispute, but there is no  
16 resolution to date.

17 Far West, through its counsel, respectfully requests this Court command Mai Dun's  
18 compliance with the Subpoena, hold Mai Dun in contempt of Court pursuant to NEV. R. CIV. P.  
19 45(e) for refusing to comply with the duly issued Subpoena, and issue contempt sanctions against  
20 Mai Dun for same.

21 **II. RELEVANT FACTS**

22 On or about April 27, 2012, Far West obtained a Judgment of \$18,130,673.58 against Mr.  
23 Mona individually; Mr. Mona as Trustee of the Mona Family Trust dated February 21, 2002; and  
24 others ("Judgment"). *See* Exhibit "1", attached hereto, originally filed with this Court on October  
25 18, 2012, as attachment to the Applica[t]ion of Foreign Judgment. With interest, the current  
26 balance of the judgment is in excess of \$26,000,000.00.

27  
28 <sup>1</sup> For the complete extent of document production sought pursuant to the Subpoena, *see* Ex. 4, pp.  
7-10 of 12.

On or about April 21, 2017, counsel for Far West received a document production from Marquis Aurbach Coffing (“MAC”) pursuant to a properly noticed subpoena duces tecum<sup>2</sup> commanding production of records (“MAC April 2017 Production”). A Certificate of Authenticity/Custodian of Records by Terry Coffing prefacing the MAC April 2017 Production (“Coffing Authentication”) indicates the attached documents are Bates numbered MAC 000001-000044 and are “documents believed to satisfy the appropriate scope of the subpoena.” See Exhibit “3”, attached hereto (relevant excerpts of the MAC April 2017 Production).<sup>3</sup>

Page MAC 00044 demonstrates that a \$50,000.00 wire transfer occurred November 23, 2016, from the U.S. Bank account of Mai Dun to the Nevada Bar Foundation “IOLTA Account For, Marquis Aurbach C” (“November 2016 Wire”). Ex. 3. The November 2016 Wire identifies “Originator to Beneficiary Information” as “Mona”. Ex. 3.

Mai Dun’s \$50,000.00 payment on behalf of Mr. Mona suggests there are business dealings and/or monies owed between Mai Dun and Mr. Mona that have not been previously disclosed. Accordingly, on September 14, 2017, counsel for Far West caused a Second Amended Notice of Issuance of Subpoena to Mai Dun Limited, LLC (the Subpoena, defined *supra*) to issue. See Ex. 4. The Subpoena commanded Mai Dun to:

<sup>2</sup> Dated March 24, 2017, and commanding, among others, production of the following:

1. All documents relating to Your billing of attorney fees, costs, and/or expenses for Your legal representation of Michael I. Mona, Jr. from the period of April 2012 through the present date. Billing entries may be redacted as necessary to protect the attorney-client privilege.
2. All documents relating to payment of attorney fees, costs, and/or expenses of Michael I. Mona, Jr. for Your legal representation, including, but not limited to, any and every retainer agreement, promissory note, contract, payment history, payment schedule and/or payment arrangements, and documents evidencing payment such as wire transfers and/or checks from the period of April 2012 through the present date.

See Notice of Issuance of Subpoena to Marquis Aurbach Coffing, attached as Exhibit “2” hereto.

<sup>3</sup> Actual Bates numbering of the MAC April 2017 Production is MAC 00001-00044. See Exhibit “3”. For clarity and ease of reference, herein all references to documents in the MAC April 2017 Production are to the Bates numbers appearing on the *documentation actually produced*—not the Bates numbering referenced in the Coffing Authentication.

- “[A]ttend and give testimony at a deposition at 10:00 a.m. on October 17, 2017, at the law offices of [Far West counsel]” (“Mai Dun Deposition”); and
- “[P]roduce and permit inspection and copying of designated books, documents, and tangible things that are designated on Exhibit B . . . on or before 12:00 Noon on October 5, 2017 . . .” (“Mai Dun Document Production”<sup>4</sup>).

(Emphases in original.) Ex. 4.

Mai Dun’s entity registration with the Nevada Secretary of State identifies a Registered Agent Bart P. Mackay at 6325 S. Jones Blvd., Ste. 500, Las Vegas, NV 89118 (“Registered Agent Address”). See Exhibit “5”, true copy of Mai Dun entity registration listing with Nevada Secretary of State, attached hereto. The Registered Agent Address is not a residential address. See, e.g., Business Finance Corporation, <http://bfc.vegas/contact/> (last accessed Oct. 8, 2017). Notably, Bart P. Mackay is also identified as the Manager of Mai Dun.

On September 15, 2017, a licensed process server registered in Nevada personally delivered and left (i) a copy of the Subpoena and (ii) an accompanying Witness Fees check<sup>5</sup> at the Registered Agent Address with the Resident Agent’s son, Tyson Mackay. See Ex. 6 (the Affidavit of Service, defined *supra*). The Affidavit of Service expressly states:

That on 9/15/2017 at 2:10 PM I served the above listed documents to Mai Dun Limited, LLC c/o Bart Mackay, Registered Agent by personally delivering and leaving a copy at 6325 South Jones Boulevard, #500, Las Vegas, NV 89118 with Tyson Mackay - Son/Co-Resident - Authorized to Accept, a person of suitable age and discretion, authorized by Registered Agent to accept service of process at the above address shown on the current certificate of designation filed with the Secretary of State.

(Emphases added.) Ex. 6.

The Mai Dun Document Production did not occur. See Edwards Declaration, at ¶8. No objection under NEV. R. CIV. P. 45(c)(2)(B) was served upon Far West, regarding either the Mai

<sup>4</sup> The Mai Dun Document Production deadline of 12:00 Noon on October 5, 2017, is referenced herein as the “Production Deadline”.

<sup>5</sup> Check #20838, in the amount of \$37.00 (“Witness Fee”). See, e.g., Ex. 6.

1 Dun Document Production or the Mai Dun Deposition, within the fourteen days following service  
 2 of the Subpoena and its attendant Witness Fee. *See* Edwards Declaration, at ¶7.

3 On October 5, 2017—after the missed Production Deadline—counsel for Far West emailed  
 4 Ms. Erika Turner, Esq., who was counsel for Mai Dun in the matter of *Far West Industries v.*  
 5 *CannaVest Corp.*, et al., Case No. A-14-695786-B, to see when Far West could expect the  
 6 documents from Mai Dun. On October 6, 2017, Ms. Turner explained that, although she did not  
 7 at that time represent Mai Dun with respect to the Subpoena, there would be no compliance with  
 8 the Mai Dun Document Production based on Mai Dun’s allegation that service of the Subpoena  
 9 was insufficient because the person who accepted service of the Subpoena and Witness Fee at the  
 10 Resident Agent Address was Tyson Mackay and not Bart P. Mackay. *See* email exchanges dated  
 11 October 5 and 6, 2017, attached hereto as Exhibit “7”.

12 Counsel for Far West followed up with a phone call to Ms. Turner on October 6, 2017 to  
 13 see if the dispute could be resolved. *See* Edwards Declaration, at ¶14. Ms. Turner merely  
 14 reiterated her position that service was invalid and that Far West would need to re-serve the  
 15 subpoena before Mai Dun would consider responding. *Id.* Notably, Ms. Turner received notice  
 16 of the subpoena on September 14, 2017 (before it was served on Mai Dun), and never previously  
 17 raised any concerns to counsel for Far West. *See* Ex. 7.<sup>6</sup>

18  
 19 <sup>6</sup> This evasive behavior regarding service is nothing new for Bart Mackay and his counsel  
 20 unfortunately. As detailed in Far West’s prior Motion (1) For Default Judgment Against Roen  
 21 Ventures, LLC for Untimely Answers to Writ of Garnishment Interrogatories; and (2) To Compel  
 22 Roen Ventures, LLC’s Turnover of Payment Made to, on Behalf of, or For the Benefit of Michael  
 23 J. Mona, Jr. (“Roen Motion to Compel”), Bart Mackay was served with a Writ of Garnishment the  
 24 Registered Agent on behalf of an entity named Roen Ventures, LLC (“Roen”) with the same  
 25 address that was used to effectuate service of the Subpoena on Mai Dun, i.e., the Registered Agent  
 26 Address. *See* Roen Motion to Compel, filed on February 16, 2016. In connection with Writ of  
 27 Garnishment, Ms. Turner had previously offered to accept service on behalf of Roen, however,  
 28 she subsequently rescinded that offer. *See* Edwards Declaration, at ¶17. During the hearing  
 regarding the Roen Motion to Compel on March 30, 2016, counsel for Roen, Dylan Ciciliano,  
 represented to the Court that his firm had offered to accept service of the Writ at all relevant times  
 but omitted that Ms. Turner had retracted that offer. *See* Minutes 03/30/2016 9:00 a.m. re Roen  
 Motion to Compel, attached hereto as Exhibit “8” (emphasis added). Upon further clarification by  
 Far West’s counsel regarding Ms. Turner’s rescission, this Court admonished Roen’s counsel  
 regarding this lack of candor as to acceptance of service of a Writ of Garnishment. *See* Minutes  
 03/30/2016 9:00 a.m. re Roen Motion to Compel, Ex. 8 (emphasis added). Ultimately, the Court  
 ordered Roen to turn over payments in compliance with the Writ of Garnishment. *See* Order  
 Regarding Plaintiff Far West Industries’ Motion: (1) For Default Judgment Against Roen  
 Ventures, LLC for Untimely Answers to Writ of Garnishment Interrogatories; and (2) To Compel

1 To date no objection under NEV. R. CIV. P. 45(c)(2)(B) has been served upon Far West  
 2 counsel, regarding either the Mai Dun Document Production or the Mai Dun Deposition. *See*  
 3 Edwards Declaration, at ¶7. Nor has a motion to quash, made pursuant to NEV. R. CIV. P. 45(c)(3).  
 4 *See id.*

5 The Subpoena remains (i) properly served (*see infra*), (ii) not subject to an objection lodged  
 6 in conformity with the Nevada Rules of Civil Procedure, (iii) not subject to a motion to quash  
 7 lodged in conformity with the Nevada Rules of Civil Procedure, (iv) ignored by Mai Dun, and (v)  
 8 pending and in need of an Order from this Court commanding Mai Dun's compliance therewith.

### 9 **III. LEGAL ARGUMENT**

#### 10 **A. Service of the Subpoena was proper pursuant to NEV. R. CIV. P. 45 and NRS** 11 **14.020.**

12 NEV. R. CIV. P. 45(b)(1) reads:

#### 13 **(b) Service.**

14 (1) A subpoena may be served by any person who is not a party  
 15 and is not less than 18 years of age. **Service of a subpoena upon a**  
 16 **person named therein shall be made by delivering a copy thereof**  
 17 **to such person and, if the person's attendance is commanded, by**  
 18 **tendering to that person the fees for one day's attendance and**  
 19 **the mileage allowed by law.** When the subpoena is issued on behalf  
 20 of the State or an officer or agency thereof, fees and mileage need  
 21 not be tendered. Prior notice, not less than 15 days, of any  
 22 commanded production of documents and things or inspection of  
 23 premises before trial shall be served on each party in the manner  
 24 prescribed by Rule 5(b).

25 (Emphasis added.)

26 And the applicable statute governing service of process to an artificial person doing  
 27 business in Nevada, NRS 14.020(2), provides:

28 **NRS 14.020 Artificial persons doing business in this State to**  
**appoint registered agents; service of process, demand or notice; fine**  
**for failure to staff street address of registered agent.**

29 2. All legal process and any demand or notice authorized by  
 30 law to be served upon the . . . limited-liability company . . . may be  
 31 served upon the registered agent listed as the registered agent of the  
 32 entity in the records of the Secretary of State, personally **or by**  
 33 **leaving a true copy thereof with a person of suitable age and**

34 Roen Ventures, LLC's Turnover of Payment Made to, on Behalf of, or For the Benefit of Michael  
 35 J. Mona, Jr, entered April 28, 2016.

**discretion at the most recent street address of the registered agent shown on the information filed with the Secretary of State pursuant to chapter 77 of NRS.** Service of legal process or any demand or notice pursuant to this subsection is valid regardless of whether the status of the entity in the records of the Secretary of State is in default or is revoked and regardless of any debts or disputes between the entity and its registered agent if such process is served within 3 years after the entity's date of default.

(Emphasis added). *See Energetic Lath & Plaster, Inc. v. Cimini*, 386 P.3d 998 (Tbl.), 2016 WL 7439346, \*1-\*2 (Nev. Dec. 22, 2016) (finding no exception to NRS 14.020 express language that service of process may be to registered agent “personally or by leaving a true copy thereof with a person of suitable age and discretion at the most recent address of the registered agent shown on information filed with the Secretary of State.” (Emphasis added) (quoting statute)). *See Washington v. Cashman Enters.*, 2013 WL 1182200 (D. Nev. Mar. 19, 2013) (“If the . . . street address of the registered agent . . . shown on the information filed with the Secretary of State is [the address at which service was effected], **then leaving a copy with . . . a person of suitable age and discretion, is proper service** upon [the entity].” (Emphasis added.)). *See also Chrome Hearts, LLC v. Boutique Tahulah*, 2012 WL 4510692, \*1-\*2 and n.1 (D. Nev. Sept. 28, 2012) (finding service improper upon an LLC when no copy was left with the registered agent or at the registered agent's address on file). *Lyninger v. Massinger*, 2011 WL 769995, \*6 (D. Nev. Feb. 25, 2011) (“In Nevada, a legal entity with a registered agent . . . must be served by personal service on the registered agent **or by substitute service on the registered agent at the registered agent's address.**” (Emphasis added.)).

i. **Here, service of the Subpoena and Witness Fee was undoubtedly and unambiguously compliant with the Rule, the statute, and prevailing law.**

The Affidavit of Service demonstrates exact compliance with NRS 14.020(2). The Affidavit of Service shows service of the Subpoena and its Witness Fee (collectively, “Documents”) was effected **at** the Registered Agent Address by “delivering and leaving a copy” of the documents, and **this Registered Agent Address is the same as that shown on Mai Dun's listing with the Secretary of State, 6325 South Jones Boulevard #500 in Las Vegas, NV 89118.** Compare Ex. 5, with Ex.6. The Affidavit of Service shows service was accomplished **by leaving a copy of the Documents with “a person of suitable age and discretion,”** namely, the Resident



1 Agent's son – Tyson Mackay – which is in strict compliance with the express language of NRS  
2 14.020(2) (providing “All legal process and any demand or notice authorized by law to be served  
3 upon the . . . limited-liability company . . . maybe served upon the . . . listed . . . registered agent .  
4 . . personally or by leaving a true copy thereof with a person of suitable age and discretion at  
5 the [registered agent's address].”). Ex. 6. Therefore, service of the Documents was effected in  
6 accord with the statute.

7 **B. The Nevada Rules of Civil Procedure provide mechanisms for any party seeking**  
8 **to be lawfully excused from compliance with an issued subpoena; Mai Dun**  
9 **invoked none of these mechanisms, instead lying in wait for the deadline to pass**  
10 **and thereafter informally contesting service.**

11 **i. Lodging objection to the subpoena pursuant to NEV. R. CIV. P.**  
12 **45(c)(2)(B)—this was not done.**

13 NEV. R. CIV. P. 45(b)(1) reads:

14 (c) Protection of Persons Subject to Subpoena.

15 Subject to paragraph (d)(2) of this rule, a person commanded to  
16 produce and permit inspection and copying may, within 14 days  
17 after service of the subpoena or before the time specified for  
18 compliance if such time is less than 14 days after service, serve  
19 upon the party or attorney designated in the subpoena written  
20 objection to inspection or copying of any or all of the designated  
21 materials or of the premises. If objection is made, the party serving  
22 the subpoena shall not be entitled to inspect and copy the materials  
23 or inspect the premises except pursuant to an order of the court by  
24 which the subpoena was issued. If objection has been made, the  
25 party serving the subpoena may, upon notice to the person  
26 commanded to produce, move at any time for an order to compel the  
27 production. Such an order to compel production shall protect any  
28 person who is not a party or an officer of a party from significant  
expense resulting from the inspection and copying commanded.

(Emphasis added.)

22 Here, however, no such objection was ever lodged. See Edwards Declaration, at ¶7.  
23 Therefore, to date the Subpoena remains not subject to any objection lodged in compliance with  
24 the Nevada Rules of Civil Procedure. Moreover, as the time for filing such objection has now  
25 passed, any objection filed at this time would be untimely under the Rule.

26 ///

27 ///

28 ///

1                    **ii. Filing a motion to quash pursuant to NEV. R. CIV. P. 45(c)(3)—this was not**  
2                    **done.**

3                    NEV. R. CIV. P. 45(b)(1) reads:

4                    (c) Protection of Persons Subject to Subpoena.

5                    (3)(A) On timely motion, the court by which a subpoena was issued  
6                    shall quash or modify the subpoena if it:

- 7                    (i) fails to allow reasonable time for compliance;  
8                    (ii) requires a person who is not a party or an officer of a party  
9                    to travel to a place more than 100 miles from the place where  
10                    that person resides, is employed or regularly transacts  
11                    business in person, except that such a person may in order to  
12                    attend trial be commanded to travel from any such place  
13                    within the state in which the trial is held, or  
14                    (iii) requires disclosure of privileged or other protected matter  
15                    and no exception or waiver applies, or  
16                    (iv) subjects a person to undue burden.

17                    (B) If a subpoena

- 18                    (i) requires disclosure of a trade secret or other confidential  
19                    research, development, or commercial information, or  
20                    (ii) requires disclosure of an unretained expert's opinion or  
21                    information not describing specific events or occurrences in  
22                    dispute and resulting from the expert's study made not at the  
23                    request of any party,

24                    the court may, to protect a person subject to or affected by the  
25                    subpoena, quash or modify the subpoena or, if the party in whose  
26                    behalf the subpoena is issued shows a substantial need for the  
27                    testimony or material that cannot be otherwise met without undue  
28                    hardship and assures that the person to whom the subpoena is  
                     addressed will be reasonably compensated, the court may order  
                     appearance or production only upon specified conditions.

18                    Here, however, no motion to either quash or modify the Subpoena was ever lodged. *See*  
19                    Edwards Declaration, at ¶7. Therefore, to date the Subpoena currently stands as issued. Any  
20                    motion to quash or modify filed at this point would be late and likely brought in bad faith, as the  
21                    Production Deadline, and the time for compliance with it, have long passed—and, in fact, Mai Dun  
22                    elected to let the Product Deadline pass without seeking to modify or quash the Subpoena setting  
23                    it.

24                    **iii. Mai Dun's "wait and see" approach to subpoena compliance falls well**  
25                    **outside the ambit of the Rules.**

26                    Mai Dun's untimely and informal objection to the Subpoena—a component of its "wait  
27                    and see" approach to compliance—has no basis in NEV. R. CIV. P. 45 and should be disregarded  
28                    by this Court. "A party disputing the efficacy of a subpoena duces tecum may make a motion to

1 quash the subpoena. The motion must be brought in a timely manner or be waived.” 26B C.J.S.  
2 DEPOSITIONS § 99 (2017), citing *Humana Inc. v. Eighth Jud. Dist. Ct., In and For County of Clark*,  
3 867 P.2d 1147 (Nev. 1994).

4 **C. NEV. R. CIV. P. 45 provides for contempt sanctions for failing to obey a subpoena**  
5 **without adequate excuse to do so.**

6 As set forth herein, Mai Dun has no basis in fact or law to disobey the Subpoena. And,  
7 even if Mai Dun *had* a meritorious basis upon which to lodge objection to the Subpoena—it does  
8 not—Mai Dun failed to do so within the time prescribed by NEV. R. CIV. P. 45. Moreover, Mai  
9 Dun failed to avail itself of available remedies such as seeking to quash or modify the subpoena.  
10 Therefore, the Subpoena remains valid and properly served.

11 **i. Because Mai Dun has failed to obey a subpoena duly and properly served**  
12 **upon it, Mai Dun has failed “without adequate excuse” to obey the**  
13 **Subpoena and should be deemed in contempt of this Court.**

14 NEV. R. CIV. P. 45(e) provides for the following:

15 (e) Contempt. Failure by any person without adequate excuse to  
16 obey a subpoena served upon that person may be deemed a contempt  
17 of the court from which the subpoena issued.

18 Here, the record establishes that (i) the Subpoena was properly and duly served upon Mai  
19 Dun, (ii) Mai Dun failed to obey the Subpoena or comply with it, and (iii) Mai Dun is without  
20 adequate excuse for its noncompliance.

21 Therefore, Far West respectfully requests of this Court to find Mai Dun in contempt and to  
22 issue sanctions the Court deems just and proper. Far West respectfully requests that, pursuant to  
23 NEV. R. CIV. P. 37(a)(2)(B) and (4)(A) and as a component of the NEV. R. CIV. P. 45(e) contempt  
24 sanction issued by this Court, Mai Dun be ordered to pay Far West’s attorney fees and costs  
25 incurred in seeking Mai Dun’s compliance with the Subpoena and that such award include (but  
26 not be limited to) the attorney fees and costs incurred in bringing this Motion. Last, Far West  
27 respectfully requests that this Court include as a component of its contempt award an amount of  
28 monetary sanctions in addition to its attorney fees incurred in Far West’s seeking to coerce Mai  
Dun’s compliance with the Subpoena, as inclusion of this amount may deter future wrongdoing  
by Mai Dun.

**IV. CONCLUSION**

In conclusion, Far West respectfully requests this Court enter an Order (1) commanding Mai Dun to comply with the Mai Dun Document Production on or before fifteen days from the date of entry of any Order granting this Motion ("Production Date"); (2) commanding Mai Dun to appear and testify at the Mai Dun Deposition, which shall be re-scheduled for a date not greater than ten days after the Production Date; (3) finding Mai Dun in contempt of this Court pursuant to NEV. R. CIV. P. 45(e); (4) ordering Mai Dun to pay civil contempt sanctions in an amount to be determined by Order of this Court; (5) ordering, as a component of Mai Dun's civil contempt sanction and pursuant to NEV. R. CIV. P. 37(a)(2)(B) and (4)(A), to pay Far West's attorney fees and costs incurred in seeking compliance with the Subpoena, which includes but is not limited to, the bringing of this Motion; and (6) any other relief the Court deems just and proper.

Dated this 12th day of October, 2017.

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

/s/ Andrea M. Gandara  
**F. THOMAS EDWARDS, ESQ.**  
 Nevada Bar No. 9549  
**ANDREA M. GANDARA, ESQ.**  
 Nevada Bar No. 12580  
**MARY LANGSNER, ESQ.**  
 Nevada Bar No. 13707  
 400 South Fourth Street, Third Floor  
 Las Vegas, Nevada 89101

*Attorneys for Plaintiff Far West Industries*

**DECLARATION OF F. THOMAS EDWARDS IN SUPPORT OF  
MOTION TO COMMAND MAI DUN LIMITED, LLC'S COMPLIANCE  
WITH SUBPOENA DUCES TECUM**

I, F. Thomas Edwards, Esq., declare as follows:

1. I am an attorney with the law firm of Holley Driggs Walch Fine Wray Puzey & Thompson. The following is based on my knowledge gathered from my review of the documents and transcripts in this proceeding, and if called as a witness, I could and would testify to the following:

2. Attached hereto as Exhibit "2" is a true and correct copy of the Notice of Issuance of Subpoena to Marquis Aurbach Coffing.

3. Attached hereto as Exhibit "3" is a true and correct copy of the Certificate of Authenticity/Custodian of Records with an excerpt of Marquis Aurbach Coffing's production of documents.

4. Attached hereto as Exhibit "4" is a true and correct copy of a Second Amended Notice of Issuance of Subpoena to Mai Dun Limited, LLC ("Subpoena").

5. Attached hereto as Exhibit "5" is a true and correct copy of the Mai Dun Limited, LLC ("Mai Dun") entity registration listing with Nevada Secretary of State.

6. Attached hereto as Exhibit "6" is a true and correct copy of the Affidavit of Service for the Subpoena.

7. Mai Dun did not serve any objection to the Subpoena regarding either the document production ("Mai Dun Document Production") or deposition ("Mai Dun Deposition") sought therein and did not file any motion to quash the Subpoena.

8. Notwithstanding its failure to object to the Subpoena, Mai Dun failed to produce documents by noon on October 5, 2017 ("Production Deadline"), as required by the Subpoena, and to date has not produced any documents in response to the Subpoena.

9. On October 5, 2017—after the missed Production Deadline—I emailed Ms. Erika Turner, Esq., who was counsel for Mai Dun in the matter of *Far West Industries v. CannaVest Corp.*, et al., Case No. A-14-695786-B, to see when Far West could expect the documents from Mai Dun.

1           10.     A true and correct copy of my email exchanges with Ms. Turner dated October 5  
2     and 6, 2017, are attached hereto as Exhibit "7".

3           11.     On October 6, 2017, Ms. Turner emailed me stating that, although she did not at  
4     that time represent Mai Dun with respect to the Subpoena, there would be no compliance with the  
5     Mai Dun Document Production based on Mai Dun's allegation that service of the Subpoena was  
6     insufficient because the person who accepted service of the Subpoena and Witness Fee, at 6325 S.  
7     Jones Blvd., Ste. 500, Las Vegas, NV 89118 ("Registered Agent Address"), was Tyson Mackay  
8     and not Registered Agent Bart P. Mackay. *See* email exchanges dated October 5 and 6, 2017, Ex.  
9     7.

10          12.     I responded that the statute permits service upon a person of suitable age and  
11     discretion at the most recent street address for a resident agent. *See* email exchanges dated October  
12     5 and 6, 2017, Ex. 7.

13          13.     I followed up with a phone call to Ms. Turner on October 6, 2017, to see if the  
14     dispute could be resolved.

15          14.     During our call, Ms. Turner merely reiterated her position that service was invalid  
16     and that Far West would need to re-serve the subpoena before Mai Dun would consider responding.

17          15.     On September 14, 2017, Far West served Ms. Turner with notice of issuance of the  
18     Subpoena for Mai Dun (in advance of service of the Subpoena on Mai Dun), and Ms. Turner never  
19     previously raised any concerns to me. *See* Notice of Issuance of Subpoena included in email  
20     exchanges dated October 5 and 6, 2017, Ex. 7.

21          16.     This evasive behavior regarding service is nothing new for Bart Mackay and his  
22     counsel. As detailed in Far West's prior Motion (1) For Default Judgment Against Roen Ventures,  
23     LLC for Untimely Answers to Writ of Garnishment Interrogatories; and (2) To Compel Roen  
24     Ventures, LLC's Turnover of Payment Made to, on Behalf of, or For the Benefit of Michael J.  
25     Mona, Jr. ("Roen Motion to Compel"), Bart Mackay was served with a Writ of Garnishment as  
26     the Registered Agent of an entity named Roen Ventures, LLC ("Roen") with the same address that  
27     was used to effectuate service of the Subpoena on Mai Dun, i.e., the Registered Agent Address.  
28     *See* Roen Motion to Compel, filed on February 16, 2016.



**CERTIFICATE OF SERVICE**

I hereby certify that I am an employee of Holley Driggs Walch Fine Wray Puzey & Thompson, and that on the 12th day of October, 2017, I served via electronic service in accordance with Administrative Order 14.2, to all interested parties, through the Court's Odyssey E-File & Serve, a true copy of the foregoing **MOTION TO COMMAND MAI DUN LIMITED, LLC'S COMPLIANCE WITH SUBPOENA DUCES TECUM**, in the above matter, addressed as follows:

Erika Pike Turner, Esq.  
Dylan Ciciliano, Esq.  
**GARMAN TURNER GORDON**  
650 White Drive  
Suite 100  
Las Vegas, Nevada 89119

*Attorneys for Roen Ventures, LLC*

James Whitmire, Esq.  
**SANTORO WHITMIRE**  
10100 W. Charleston Blvd., Suite 250  
Las Vegas, Nevada 89135

*Attorneys for Rhonda Helene Mona,  
Michael Mona, III, and Lundene  
Enterprises, LLC*

Terry A. Coffing, Esq.  
Tye S. Hanseen, Esq.  
**MARQUIS AURBACH COFFING**  
1001 Park Run Drive  
Las Vegas, Nevada 89145

*Attorneys for Defendant Michael J. Mona, Jr.  
Attorneys for CannaVest Corp.*

/s/ Mary Degelia  
An employee of Holley Driggs Walch  
Fine Wray Puzey & Thompson



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EXHIBIT 1

*John R. Hawley*

CLERK OF THE COURT

FORJ

John R. Hawley  
Nevada Bar No. 001545  
LEE, HERNANDEZ, LANDRUM,  
GAROFALO & BLAKE  
7575 Vegas Drive, Suite 150  
Las Vegas, Nevada 89128  
(702) 880-9750  
Fax: (702) 314-1210  
jhawley@leelawfirm.com

Attorneys for Plaintiff

DISTRICT COURT  
CLARK COUNTY, NEVADA

FAR WEST INDUSTRIES, a California  
corporation,

Plaintiff,

vs.

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

Defendants.

CASE NO.: A-12-670352-F

IV

APPLICAION OF FOREIGN  
JUDGMENT

AFFIDAVIT OF JOHN R. HAWLEY, ESQ.

STATE OF NEVADA )

: ss.

COUNTY OF CLARK )

COMES NOW, JOHN R. HAWLEY, ESQ., being first duly sworn, and states as follows:

1. That Affiant is an attorney, duly licensed to practice in the State of Nevada and is a  
member of the law firm of LEE, HERNANDEZ, LANDRUM, GAROFALO & BLAKE.

LEE, HERNANDEZ, LANDRUM,  
GAROFALO & BLAKE  
7575 VEGAS DRIVE, SUITE 150  
LAS VEGAS, NV 89128  
(702) 880-9750

LEE, HERNANDEZ, LANDRUM,  
GAROFALO & BLAKE  
7575 VEGAS DRIVE, SUITE 150  
LAS VEGAS, NV 89128  
(702) 880-9750

1 2. That Affiant is counsel of record for FAR WEST INDUSTRIES, a California  
2 corporation in the instant matter.

3 3. That the name and last known address of the Judgment Debtors herein are as follows:

4 Michael J. Mona, Jr.  
5 2793 Red Arrow Drive  
6 Las Vegas, NV 89135

7 Michael J. Mona, Jr., as trustee of the Mona Family Trust dated February 21,  
8 2002  
9 2793 Red Arrow Drive  
10 Las Vegas, NV 89135

11 4. That the name and address of the Judgment Creditor herein is as follows:

12 Far West Industries, a California corporation  
13 2922 Daimler Street  
14 Santa Ana, CA 89128

15 5. That the Judgment herein, a duly exemplified copy of which is attached hereto, is valid  
16 and enforceable.

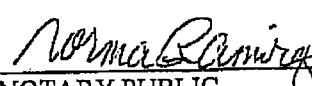
17 6. That no portion of the Judgment herein has been satisfied.

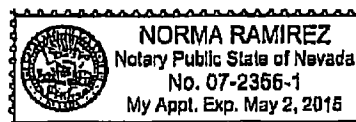
18 FURTHER Affiant sayeth naught.

19 DATED this 18<sup>th</sup> day of October, 2012.

20   
JOHN R. HAWLEY, ESQ.

21 SUBSCRIBED and SWORN to  
22 before me this 18<sup>th</sup> day of  
23 October, 2012.

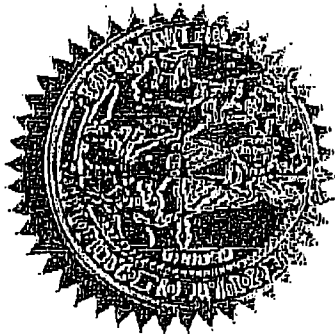
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27 NOTARY PUBLIC



28 (SEAL)

# EXEMPLIFICATION CERTIFICATE

The documents to which this certificate is attached are full, true and correct copies of the originals on file and of record in my office. All of which we have caused by these presents to be exemplified, and the seal of our Superior Court of California, County of Riverside to be hereunto affixed.



IN WITNESS WHEREOF, I have hereto set my hand and affixed the Seal of the said Court,

This 7<sup>th</sup> day of June  
Sherri R. Carter  
Sherri R. Carter, Clerk  
Superior Court of California, County of Riverside

I, Mac R. Fisher, Judge of the Superior Court of the State of California, in and for the County of Riverside, do hereby certify that SHERRI R. CARTER whose name is subscribed to the preceding exemplification, is the Clerk of the said Superior Court of the State of California, in and for the County of Riverside, and that full faith and credit are due to her official acts. I further certify, that the seal affixed to the exemplification is the seal of our said Superior Court and that the attestation thereof is in due form and according to the form of attestation used in this State.

Date June 7, 2012

[Signature]  
Judge of the Superior Court of California  
County of Riverside

GREEN & HALL  
ATTORNEYS AT LAW  
1000 Main Street, Suite 100  
Riverside, CA 92501  
Phone: (951) 517-1100  
Fax: (951) 517-1101  
www.greenandhall.com

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE  
APR 27 2012  
*W*  
**MJV**  
APR 30 2012  
*JS*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF RIVERSIDE, RIVERSIDE COURT**

FAR WEST INDUSTRIES, a California  
corporation,

Plaintiff,

vs.

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

Defendants.

Case No. RIC495966

JUDGE: Hon. Jacqueline Jackson

~~PROPOSED~~ JUDGMENT ~~NUNC PRO TUNC~~

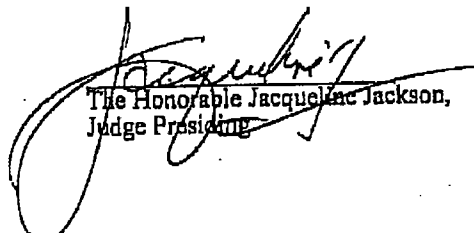
Action Filed: March 24, 2008  
Trial Date: September 23, 2011

On February 23, 2012, the Honorable Jacqueline Jackson entered Finding of Fact and Conclusion of Law in the above-referenced matter. Based upon those Findings and Conclusion, Judgment is hereby entered in favor of Plaintiff Far West Industries, a California corporation and against the following Defendants, jointly and severally: (1) Michael J. Mona, Jr.; (2) Michael J. Mona, Jr., as Trustee of the Mona Family Trust dated February 21, 2002; (3) Rio Vista Nevada, LLC, a Nevada limited liability company; and (4) World Development, Inc., a California corporation in the amount of \$17,777,562.18. Recoverable court costs of \$25,562.56 and attorney's fees of \$327,548.84 are also awarded to Far West Industries, jointly and severally against all Defendants. The Clerk is hereby directed to enter those amounts on this Judgment following Far West Industries' post-Judgment petition for them. Finally, the Clerk is hereby

~~PROPOSED~~ JUDGMENT ~~NUNC PRO TUNC~~

1 directed to release the \$32,846 that was interplead by Defendant Fidelity National Title Company  
2 to Far West Industries upon entry of this Judgment.

3 Dated: 4/27/12

  
The Honorable Jacqueline Jackson,  
Judge Presiding

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EXHIBIT PAGE ONLY

EXHIBIT 2

1 **NOTC**

2 F. THOMAS EDWARDS, ESQ.

3 Nevada Bar No. 9549

4 E-mail: tedwards@nevadafirm.com

5 ANDREA M. GANDARA, ESQ.

6 Nevada Bar No. 12580

7 E-mail: agandara@nevadafirm.com

8 HOLLEY DRIGGS WALCH

9 FINE WRAY PUZEY & THOMPSON

10 400 South Fourth Street, Third Floor

11 Las Vegas, Nevada 89101

12 Telephone: 702/791-0308

13 Facsimile: 702/791-1912

14 *Attorneys for Plaintiff Far West Industries*

15 **DISTRICT COURT**

16 **CLARK COUNTY, NEVADA**

17 FAR WEST INDUSTRIES, a California  
18 corporation,

19 Plaintiff,

20 v.

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

26 Defendants.

Case No.: A-12-670352-F

Dept. No.: XV

27 **NOTICE OF ISSUANCE OF SUBPOENA TO MARQUIS AURBACH COFFING**

28 TO: ALL PARTIES AND THEIR COUNSEL OF RECORD

PLEASE TAKE NOTICE that, pursuant to NRCP 45(b)(1), the attorneys for Plaintiff Far West Industries have issued a subpoena for service upon Marquis Aurbach Coffing. The NRCP 30(b)(6) witness(es) of Marquis Aurbach Coffing is/are required to appear and give testimony on the 24th day of April, 2017 at the hour of 12:00 Noon at the offices of Holley Driggs Walch Fine Wray Puzey & Thompson, 400 South Fourth Street, Las Vegas, Nevada 89101. Marquis Aurbach Coffing is further required to produce documents at the time of appearance.

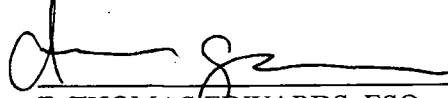
///



1 A copy of said subpoena is attached.

2 Dated this 27<sup>th</sup> day of March, 2017.

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

5 

6 F. THOMAS EDWARDS, ESQ.

7 Nevada Bar No. 9549

8 ANDREA M. GANDARA, ESQ.

9 Nevada Bar No. 12580

10 400 South Fourth Street, Third Floor

11 Las Vegas, Nevada 89101

12 *Attorneys for Plaintiff Far West Industries*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on the 24<sup>th</sup> day of March, 2017, pursuant to EDCR 8.05 and NRCP 5(b), I caused to be served electronically using the Court's E-File & Serve System, a true and correct copy of the foregoing **NOTICE OF ISSUANCE OF SUBPOENA TO MARQUIS AURBACH COFFING** to the parties below. Pursuant to EDCR 8.05(i) the date and time of the electronic service is in place of the date and place of deposit in the mail.

Tye S. Hanseen, Esq.  
Terry A. Coffing, Esq.  
MARQUIS AURBACH COFFING  
1001 Park Run Drive  
Las Vegas, NV 89145  
E-mail: [thanseen@maclaw.com](mailto:thanseen@maclaw.com)  
E-mail: [tcoffing@maclaw.com](mailto:tcoffing@maclaw.com)

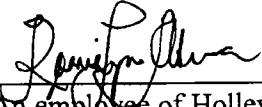
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Charles M. Vlasic, II, Esq.  
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300 South 4<sup>th</sup> Street, Suite 830  
Las Vegas, NV 89101  
E-mail: [cvlasic@rrblf.com](mailto:cvlasic@rrblf.com)

  
An employee of Holley Driggs Walch  
Fine Wray Puzey & Thompson

1 CCO3

2 F. THOMAS EDWARDS, ESQ.

3 Nevada Bar No. 9549

4 ANDREA M. GANDARA, ESQ.

5 Nevada Bar No. 12580

6 HOLLEY DRIGGS WALCH

7 FINE WRAY PUZEY & THOMPSON

8 400 South Fourth Street, Third Floor

9 Las Vegas, Nevada 89101

10 Telephone: 702/791-0308

11 Facsimile: 702/791-1912

12 *Attorneys for Plaintiff Far West Industries*

13 **DISTRICT COURT**

14 **CLARK COUNTY, NEVADA**

15 FAR WEST INDUSTRIES, a California  
16 corporation,

17 Plaintiff,

18 v.

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

24 Defendants.

Case No: A-12-670352-F

Dept. No.: XV

**SUBPOENA - CIVIL**

☐ REGULAR

☒ DUCES TECUM

25 **THE STATE OF NEVADA SENDS GREETINGS TO:**

26 **MARQUIS AURBACH COFFING**

27 10001 Park Run Drive

28 Las Vegas, Nevada 89145

29 **YOU ARE HEREBY COMMANDED**, that any and all singular, business and other  
30 excuses set aside, to appear and give testimony on the **24th day of April, 2017 at the hour of**  
31 **12:00 Noon at the offices of Holley Driggs Walch Fine Wray Puzey & Thompson, 400 South**  
32 **Fourth Street, Las Vegas, Nevada 89101.** Your attendance is required to produce and permit  
33 inspection and copying of designated books, documents or tangible things in your possession,  
34 custody or control. You are required to bring with you at the time of your appearance all items

1 set forth in the attached **Exhibit A** with an executed Affidavit of Custodian of Records, attached  
2 hereto as **Exhibit B**.

3 Please see the attached **Exhibit C** for information regarding the rights and duties of the  
4 person subject to this Subpoena.

5 If you fail to attend the deposition or fail to produce the books, documents and tangible  
6 things described on **Exhibit A**, you may be deemed guilty of contempt of this Court and liable to  
7 pay all losses and damages caused by your failure.

8 **YOU MAY COMPLY WITH THIS SUBPOENA BY DELIVERING AND/OR**  
9 **MAILING THE REQUESTED DOCUMENTS WITH AN EXECUTED AFFIDAVIT OF**  
10 **CUSTODIAN OF RECORDS FOR RECEIPT ON OR BEFORE 12:00 NOON, APRIL 24,**  
11 **2017.**

12 Dated this 24<sup>th</sup> day of March, 2017.

13 Issued at the request of:

14 **HOLLEY DRIGGS WALCH**  
15 **FINE WRAY PUZEY & THOMPSON**

16  
17   
18 F. THOMAS EDWARDS, ESQ.

19 Nevada Bar No. 9549

20 ANDREA M. GANDARA, ESQ.

21 Nevada Bar No. 12580

22 400 South Fourth Street, Third Floor  
23 Las Vegas, Nevada 89101

24 *Attorneys for Plaintiff Far West Industries*  
25  
26  
27  
28

## EXHIBIT A

### DEFINITIONS

The following definitions are to be used with respect to these documents:

A. "Document" is defined to be synonymous in meaning and equal in scope to the usage of this term in Nevada Rules of Civil Procedure 34(a), and shall mean any and all information in tangible or other form, whether printed, typed, recorded, computerized, filmed, reproduced by any process, or written or produced by hand, and whether an original, draft, master, duplicate or copy, or notated version thereof, that is in Your possession, custody, or control. A draft or non-identical copy is a separate document within the meaning of this term.

B. Document as used in this Subpoena shall also include, but not be limited to, electronic files, other data generated by and/or stored on or through any of Your computer systems and storage media (e.g., internal or external hard drives, CD-ROM's, floppy disks, backup tapes, thumb drives, internet-based posting boards, or any other data storage media or mechanisms), or any other electronic data. This includes, but is not limited to: email and other electronic communications (e.g., postings to internet forums, ICQ or any other instant messenger messages, and/or text messages); voicemails; word processing documents; spreadsheets; databases; calendars; telephone logs; contact manager information; Internet usage files; offline storage or information stored on removable media; information contained on laptops or other portable devices; and network access information. Further, this includes data in any format for storing electronic data.

C. "Relating or referring" are used in their broadest sense and shall mean and include, but shall not be limited to, advert, allude, comprise, concern, constitute, describe, discuss, mention, note, pertain, quote, recite, recount, reflect, report or state.

D. The singular shall include the plural, and the plural shall include the singular. The conjunctive "and" shall include the disjunctive "or" and the disjunctive "or" shall include the conjunctive "and."

F. "You" or "Your" shall mean and refer to the person most knowledgeable of Marquis Aurbach Coffing.

G. Each document produced pursuant to **Exhibit A** shall be produced as it is kept in the usual course of business (i.e., in the file folder or binder in which such documents were located when the request was served) or shall be organized and labeled to correspond to the categories of documents requested.

H. You are instructed to produce any and all documents which are in your possession, custody or control. Possession, custody or control includes constructive possession whereby you have a right to compel the production of a matter from a third party (including an agency, authority or representative.)

I. To the extent the location of any document called for by this Exhibit is unknown to you, so state. If any estimate can reasonably be made as to the location of an unknown document, describe the document with sufficient particularity so that it can be identified, set forth your best estimate of the document's location, and describe the basis upon which the estimate is made.

1 J. If any document request is deemed to call for disclosure of proprietary data,  
2 counsel for movant is prepared to receive such data pursuant to an appropriate confidentiality  
3 order.

4 K. To the extent the production of any document is objected to on the basis of  
5 privilege, provide the following information about each such document: (1) describe the nature  
6 of the privilege claimed (e.g., attorney-client, work product, etc.); (2) state the factual and legal  
7 basis for the claim of such privilege (e.g., communication between attorney for corporation and  
8 outside counsel relating to acquisition of legal services); (3) identify each person who was  
9 present when the document was prepared and who has seen the document; and (4) identify every  
10 other document which refers to or describes the contents of such document.

11 L. If any document has been lost or destroyed, the document so lost or destroyed  
12 shall be identified by author, date, subject matter, date of loss or destruction, identity of person  
13 responsible for loss or destruction and, if destroyed, the reason for such destruction.  
14

---

15 **ITEMS TO BE PRODUCED**

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16 1. All documents relating to Your billing of attorney fees, costs, and/or expenses for  
17 Your legal representation of Michael J. Mona, Jr. from the period of April 2012 through the  
18 present date. Billing entries may be redacted as necessary to protect the attorney-client privilege.

19 2. All documents relating to payment of attorney fees, costs, and/or expenses of  
20 Michael J. Mona, Jr. for Your legal representation, including, but not limited to, any and every  
21 retainer agreement, promissory note, contract, payment history, payment schedule and/or  
22 payment arrangements, and documents evidencing payment such as wire transfers and/or checks  
23 from the period of April 2012 through the present date.  
24  
25  
26  
27  
28

**EXHIBIT B**

**AFFIDAVIT OF CUSTODIAN OF RECORDS**

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

ss.

\_\_\_\_\_, being duly sworn and under all penalties of perjury, does hereby depose and state:

1. I am the custodian of records for Marquis Aurbach Coffing.

2. Marquis Aurbach Coffing was served with a Subpoena in connection with *Far West Industries v. Rio Vista Nevada, LLC, et al.*, Clark County District Court Case No. A-12-670352-F, calling for the production of records.

3. I have examined the original of Marquis Aurbach Coffing's records responsive to the Subpoena and have made a true, complete, and exact copy of those records, which are attached hereto.

4. The original of the attached records was made at or near the time of the acts, events, conditions, opinions or diagnoses recited therein, made at or near the time by, or from information transmitted by, a person with knowledge, all in the course of a regularly conducted activity of Marquis Aurbach Coffing.

FURTHER YOUR AFFIANT SAYETH NAUGHT.

By: \_\_\_\_\_

Its: \_\_\_\_\_

SUBSCRIBED and SWORN to before  
me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT C**  
**NEVADA RULES OF CIVIL PROCEDURE**

**Rule 45**

**(c) Protection of Persons Subject to Subpoena.**

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2)(A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3)(A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it:

- (i) fails to allow reasonable time for compliance;
- (ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held, or
- (iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or
- (iv) subjects a person to undue burden.

(B) If a subpoena

- (i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or
- (ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party,

the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

**(d) Duties in Responding to Subpoena.**

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

**(e) Contempt.** Failure by any person without adequate excuse to obey a subpoena served upon that person may be deemed a contempt of the court from which the subpoena issued.



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EXHIBIT PAGE ONLY

EXHIBIT 3

**CERTIFICATE OF AUTHENTICITY/CUSTODIAN OF RECORDS**

The undersigned declares as follows:

1. I am a Custodian of Records for Marquis Aurbach Coffing and have authority or am qualified to authenticate some records on behalf of Marquis Aurbach Coffing.

2. On information and belief, on March 24, 2017, Marquis Aurbach Coffing received electronically a subpoena for records in Case No. A-12-670352-F.

3. On information and belief, Marquis Aurbach Coffing formally objected to the subpoena. Nevertheless, I was directed to examine and review files and information to compile documents believed to satisfy the appropriate scope of the subpoena.

4. I caused to be made a true and complete copy of the documents compiled. The reproduction of them is numbered MAC 000001-000044 and attached hereto.

5. The attached documents were received, made, and/or kept in the course of regularly conducted business activity.

5 The attached documents are routinely received, made, and/or kept in the course of business in the business's usual practice.

6. The original of the attached records was made at or near the time of the act or event, condition, opinion, representation, and/or conclusion recited therein by or from information transmitted in the course of a regularly conducted activity.

7. I declare under penalty of perjury that the foregoing is true and correct.

Executed on 4/20, 2017.

(Signature)

(Title)

(Name)

President

Terry Coffing

**Will Lancaster**

---

Wire Confirmation  
Transaction Type: Credit  
Transaction Reference Number: 2016112300003234

Account Name:  
NEVADA BAR FOUNDATION  
IOLTA ACCOUNT FOR, MARQUIS AURBACH C  
10001 PARK RUN DR

Transaction Posting Time: \*\*\*/11/23 09:54:47

Transaction Amount: 50,000.00 USD

Transaction Amount in Base Currency: 50,000.00 USD

Debit Party Information:

\*A/\*\*\*\*\*2150  
US BANK, NA  
SAINT GEORGE, UT  
Sender's Reference: 161123017982

Originating Party Information:  
/ \*\*\*\*\*1359  
MAI DUN LIMITED, LLC.  
1193 WILLOWBROOK LN  
SPRINGVILLE, UT, 84663

Credit Party Information:  
D/\*\*\*\*\*5013/  
NEVADA BAR FOUNDATION  
IOLTA ACCOUNT FOR, MARQUIS AURBACH C  
10001 PARK RUN DR  
LAS VEGAS NV 89145-8857 89145

Originator To Beneficiary Information:  
MONA

Additional Information:  
IMAD - 1123MMQFMP3100155711231154FT03/1123L4B74B3C00152611231154FT03

*(P)*  
*Bak*  
*3*

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EXHIBIT PAGE ONLY

EXHIBIT 4

1 **SUB**

2 F. THOMAS EDWARDS, ESQ.

3 Nevada Bar No. 9549

4 E-mail: tedwards@nevadafirm.com

5 ANDREA M. GANDARA, ESQ.

6 Nevada Bar No. 12580

7 E-mail: agandara@nevadafirm.com

8 HOLLEY DRIGGS WALCH

9 FINE WRAY PUZEY & THOMPSON

400 South Fourth Street, Third Floor

6 Las Vegas, Nevada 89101

7 Telephone: 702/791-0308

8 Facsimile: 702/791-1912

9 *Attorneys for Plaintiff Far West Industries*

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

12 FAR WEST INDUSTRIES, a California  
13 corporation,

14 Plaintiff,

15 v.

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

21 Defendants.

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

22 **SECOND AMENDED NOTICE OF ISSUANCE**  
23 **OF SUBPOENA TO MAI DUN LIMITED, LLC**

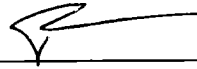
24 TO: ALL PARTIES AND THEIR COUNSEL OF RECORD:

25 PLEASE TAKE NOTICE that, pursuant to NRCP 45(b)(1), the attorneys for Plaintiff  
26 FAR WEST INDUSTRIES (“Plaintiff” or alternatively, the “Judgment Creditor”) have issued a  
27 subpoena upon Mai Dun Limited, LLC. Mai Dun Limited, LLC is required to produce  
28 documents by October 5, 2017 and appear and give testimony on October 17, 2017 2017 at the  
hour of 10:00 a.m. at the offices of Holley Driggs Walch Fine Wray Puzey & Thompson, 400  
South Fourth Street, Third Floor, Las Vegas, Nevada 89101, before a Notary Public, or before  
some other officer authorized by law to administer oaths. Oral examination will continue from

1 day to day until completed. You are invited to attend and cross-examine. A copy of said  
2 subpoena is attached hereto.

3 Dated this 14<sup>n</sup> day of September, 2017.

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

6 

7 F. THOMAS EDWARDS, ESQ.  
8 Nevada Bar No. 9549  
9 ANDREA M. GANDARA, ESQ.  
10 Nevada Bar No. 12580  
11 400 S. Fourth Street, Third Floor  
12 Las Vegas, NV 89101

13 *Attorneys for Plaintiff Far West Industries*  
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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on the 14<sup>th</sup> day of September, 2017, pursuant to EDCR 8.05 and NRCP 5(b), I caused to be served electronically using the Court's E-File & Serve System, a true and correct copy of the foregoing **SECOND AMENDED NOTICE OF ISSUANCE OF SUBPOENA TO MAI DUN LIMITED, LLC** to the parties below. Pursuant to EDCR 8.05(i) the date and time of the electronic service is in place of the date and place of deposit in the mail.

Tye S. Hanseen, Esq.  
Terry A. Coffing, Esq.  
MARQUIS AURBACH COFFING  
1001 Park Run Drive  
Las Vegas, NV 89145  
E-mail: [thanseen@maclaw.com](mailto:thanseen@maclaw.com)  
E-mail: [tcoffing@maclaw.com](mailto:tcoffing@maclaw.com)

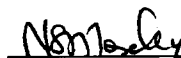
Dylan T. Ciciliano, Esq.  
Erika Pike Turner, Esq.  
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Charles M. Vlasic, II, Esq.  
REID RUBINSTEIN & BOGATZ  
300 South 4<sup>th</sup> Street, Suite 830  
Las Vegas, NV 89101  
E-mail: [cvlasic@rrblf.com](mailto:cvlasic@rrblf.com)

  
An employee of Holley Driggs Walch  
Fine Wray Puzey & Thompson

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**CC03**  
F. THOMAS EDWARDS, ESQ.  
Nevada Bar No. 9549  
E-mail: tedwards@nevadafirm.com  
ANDREA M. GANDARA, ESQ.  
Nevada Bar No. 12580  
E-mail: agandara@nevadafirm.com  
HOLLEY DRIGGS WALCH  
FINE WRAY PUZEY & THOMPSON  
400 South Fourth Street, Third Floor  
Las Vegas, Nevada 89101  
Telephone: 702/791-0308  
Facsimile: 702/791-1912

*Attorneys for Plaintiff Far West Industries*

**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

FAR WEST INDUSTRIES, a California  
corporation,

Plaintiff,

v.

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

Defendants.

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

**SUBPOENA – CIVIL**

☐ **REGULAR**

☒ **DUCES TECUM**

**THE STATE OF NEVADA SENDS GREETINGS TO:**

Mai Dun Limited, LLC  
c/o Bart Mackay, Resident Agent and Manager  
6325 South Jones Boulevard #500  
Las Vegas, Nevada 89118

**YOU ARE HEREBY COMMANDED** that you shall **attend and give testimony** at a  
deposition at **10:00 a.m. on October 17, 2017**, at the law offices of **Holley Driggs Walch Fine**  
**Wray Puzey & Thompson, 400 South Fourth Street, Third Floor, Las Vegas, Nevada**  
**89101**. Pursuant to **NRCP 30(b)(6)**, as a corporate entity, you shall designate one or more  
officers, directors, or managing agents, or other persons who consent to testify on your behalf.  
The corporate representative has the duty to be prepared to testify about the topics identified on



1 **Exhibit A.** Your testimony shall be reported stenographically.

2       You are further commanded to **produce and permit inspection and copying of**  
3 **designated books, documents, and tangible things** that are designated on **Exhibit B**, along  
4 with an executed Affidavit of Custodian of Records, attached hereto as **Exhibit C**, for receipt **on**  
5 **or before 12:00 Noon on October 5, 2017** at the law offices of Holley Driggs Walch Fine Wray  
6 Puzey & Thompson, Attn: F. Thomas Edwards, Esq., 400 South Fourth Street, Third Floor, Las  
7 Vegas, Nevada 89101.

8       Please see the attached **Exhibit D** for information regarding the rights and duties of the  
9 person subject to this subpoena.

10       If you fail to attend the deposition or fail to produce the books, documents and tangible  
11 things described on **Exhibit A**, you may be deemed guilty of contempt of this Court and liable to  
12 pay all losses and damages caused by your failure.

13       Dated this 14<sup>th</sup> day of September, 2017.

14       Issued at the request of:

15       **HOLLEY DRIGGS WALCH**  
16       **FINE WRAY PUZEY & THOMPSON**

17 

18 F. THOMAS EDWARDS, ESQ.  
19 Nevada Bar No. 9549  
20 ANDREA M. GANDARA, ESQ.  
21 Nevada Bar No. 12580  
22 400 S. Fourth Street, Third Floor  
23 Las Vegas, NV 89101

24 *Attorneys for Plaintiff Far West Industries*

EXHIBIT A

NRCP 30(b)(6) Deposition Topics

1. Mai Dun Limited, LLC's relationship, contracts, agreements and business dealings with Michael J. Mona, Jr. ("Mr. Mona"), Rhonda Mona ("Ms. Mona"), any entity or trust in which either Mr. Mona or Ms. Mona hold an Interest ("Mona Entity"), and any family member of Mr. Mona and Ms. Mona ("Mona Family Member").
2. Mai Dun Limited, LLC's transfer of assets to Mr. Mona, Ms. Mona, any Mona Entity, and any Mona Family Member.
3. Mai Dun Limited, LLC's receipt of assets from Mr. Mona, Ms. Mona, any Mona Entity, and any Mona Family Member.
4. Mai Dun Limited, LLC's liabilities to Mr. Mona, Ms. Mona, any Mona Entity, and any Mona Family Member.
5. Mr. Mona's liabilities to Mai Dun Limited, LLC, Ms. Mona, any Mona Entity, and any Mona Family Member.
6. Mai Dun Limited, LLC's payments to third-parties on behalf of Mr. Mona, Ms. Mona, any Mona Entity, and any Mona Family Member.

**EXHIBIT B**

**DEFINITIONS**

The following definitions are to be used with respect to these documents:

A. "Document" is defined to be synonymous in meaning and equal in scope to the usage of this term in Nevada Rules of Civil Procedure 34(a), and shall mean any and all information in tangible or other form, whether printed, typed, recorded, computerized, filmed, reproduced by any process, or written or produced by hand, and whether an original, draft, master, duplicate or copy, or notated version thereof, that is in Your possession, custody, or control. A draft or non-identical copy is a separate document within the meaning of this term.

B. Document as used in this Subpoena shall also include, but not be limited to, electronic files, other data generated by and/or stored on or through any of Your computer systems and storage media (e.g., internal or external hard drives, CD-ROM's, floppy disks, backup tapes, thumb drives, internet-based posting boards, or any other data storage media or mechanisms), or any other electronic data. This includes, but is not limited to: email and other electronic communications (e.g., postings to internet forums, ICQ or any other instant messenger messages, and/or text messages); voicemails; word processing documents; spreadsheets; databases; calendars; telephone logs; contact manager information; Internet usage files; offline storage or information stored on removable media; information contained on laptops or other portable devices; and network access information. Further, this includes data in any format for storing electronic data.

C. "Relating to" or "reflecting" are used in their broadest sense and shall mean and include, but shall not be limited to, advert, allude, comprise, concern, constitute, describe, discuss, mention, note, pertain, quote, recite, recount, refer, report or state.

D. "Interest" shall mean and refer to a legal share in something and/or all or part of a legal or equitable claim to or right in property.

E. The singular shall include the plural, and the plural shall include the singular. The conjunctive "and" shall include the disjunctive "or" and the disjunctive "or" shall include the conjunctive "and."

F. "You" or "Your" shall mean and refer to Mai Dun Limited, LLC any agent, owner, manager or representative of Mai Dun Limited, LLC, both past and present.

G. Each document produced pursuant to Exhibit A shall be produced as it is kept in the usual course of business (i.e., in the file folder or binder in which such documents were located when the request was served) or shall be organized and labeled to correspond to the categories of documents requested.

H. You are instructed to produce any and all documents which are in your possession, custody or control. Possession, custody or control includes constructive possession whereby you have a right to compel the production of a matter from a third party (including an agency, authority or representative.)

I. To the extent the location of any document called for by Exhibit "A" is unknown to you, so state. If any estimate can reasonably be made as to the location of an unknown document, describe the document with sufficient particularity so that it can be identified, set forth your best estimate of the document's location, and describe the basis upon which the estimate is made.

1 J. If any document request is deemed to call for disclosure of proprietary data,  
2 counsel for movant is prepared to receive such data pursuant to an appropriate confidentiality  
3 order.

4 K. To the extent the production of any document is objected to on the basis of  
5 privilege, provide the following information about each such document: (1) describe the nature  
6 of the privilege claimed (e.g., attorney-client, work product, etc.); (2) state the factual and legal  
7 basis for the claim of such privilege (e.g., communication between attorney for corporation and  
8 outside counsel relating to acquisition of legal services); (3) identify each person who was  
9 present when the document was prepared and who has seen the document; and (4) identify every  
10 other document which refers to or describes the contents of such document.

11 L. If any document has been lost or destroyed, the document so lost or destroyed  
12 shall be identified by author, date, subject matter, date of loss or destruction, identity of person  
13 responsible for loss or destruction and, if destroyed, the reason for such destruction.

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#### 14 ITEMS TO BE PRODUCED

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15 1. All documents relating to Michael J. Moná, Jr. ("Mr. Moná"), directly or  
16 indirectly, including, but not limited to, any documents granting or conveying any Interest to or  
17 from Mr. Moná, directly or indirectly, and any amendments or correspondence related thereto.

18 2. All documents relating to Rhonda Moná ("Ms. Moná"), directly or indirectly,  
19 including, but not limited to, any documents granting or conveying any Interest to or from Ms.  
20 Moná, directly or indirectly, and any amendments or correspondence related thereto.

21 3. All documents relating to any entity or trust in which either Mr. Moná or Ms.  
22 Moná hold an Interest ("Moná Entity"), directly or indirectly, including, but not limited to, any  
23 documents granting or conveying any Interest to or from any Moná Entity, directly or indirectly,  
24 and any amendments or correspondence related thereto.

25 4. All documents relating to any family member of Mr. Moná and Ms. Moná  
26 ("Moná Family Member"), directly or indirectly, including, but not limited to, any documents  
27 granting or conveying any Interest to or from any Moná Family Member, directly or indirectly,  
28 and any amendments or correspondence related thereto.

///

///

1           5. All documents reflecting any transfers, disposition, or permissive use of any of  
2 Your assets, directly or indirectly, involving Mr. Mona, Ms. Mona, any Mona Entity, and/or any  
3 Mona Family Member, including, but not limited to any agreements, contracts, leases,  
4 promissory notes, accounts payable, mortgages, or bills of sale.

5           6. All correspondence between You, directly or indirectly, and Mr. Mona, Ms.  
6 Mona, any Mona Entity, and/or any Mona Family Member, directly or indirectly.

7           7. All documents reflecting any indebtedness owed or ever owed by Mr. Mona to  
8 You, directly or indirectly, including, but not limited to any agreements, contracts, leases,  
9 promissory notes, accounts payable, or mortgages.

10          8. All documents reflecting any indebtedness owed or ever owed by Ms. Mona to  
11 You, directly or indirectly, including, but not limited to any agreements, contracts, leases,  
12 promissory notes, accounts payable, or mortgages.

13          9. All documents reflecting any indebtedness owed or ever owed by any Mona  
14 Entity to You, directly or indirectly, including, but not limited to any agreements, contracts,  
15 leases, promissory notes, accounts payable, or mortgages.

16          10. All documents reflecting any indebtedness owed or ever owed by any Mona  
17 Family Member to You, directly or indirectly, including, but not limited to any agreements,  
18 contracts, leases, promissory notes, accounts payable, or mortgages.

19          11. All documents reflecting any indebtedness owed or ever owed by You to Mr.  
20 Mona, directly or indirectly, including, but not limited to any agreements, contracts, leases,  
21 promissory notes, accounts payable, or mortgages.

22          12. All documents reflecting any indebtedness owed or ever owed by You to Ms.  
23 Mona, directly or indirectly, including, but not limited to any agreements, contracts, leases,  
24 promissory notes, accounts payable, or mortgages.

25          13. All documents reflecting any indebtedness owed or ever owed by You to any  
26 Mona Entity, directly or indirectly, including, but not limited to any agreements, contracts,  
27 leases, promissory notes, accounts payable, or mortgages.

28

1           14. All documents reflecting any indebtedness owed or ever owed by You to any  
2 Mona Family Member, directly or indirectly, including, but not limited to any agreements,  
3 contracts, leases, promissory notes, accounts payable, or mortgages.

4           15. All documents reflecting any money, property, effects, good, chattels, rights,  
5 credits or choses in action of Mr. Mona that are in Your possession, whether directly or  
6 indirectly.

7           16. All documents reflecting any money, property, effects, good, chattels, rights,  
8 credits or choses in action of Ms. Mona that are in Your possession, whether directly or  
9 indirectly.

10           17. All documents reflecting any money, property, effects, good, chattels, rights,  
11 credits or choses in action of any Mona Entity that are in Your possession, whether directly or  
12 indirectly.

13           18. All documents reflecting any money, property, effects, good, chattels, rights,  
14 credits or choses in action of any Mona Family Member that are in Your possession, whether  
15 directly or indirectly.

16           19. All documents reflecting any transfers of Your assets to Mr. Mona, Ms. Mona,  
17 any Mona Entity, and/or any Mona Family Member, including but not limited to, any  
18 agreements, contracts, or leases.

19           20. All documents reflecting disposition of Your assets in favor of or for the benefit  
20 of Mr. Mona, Ms. Mona, any Mona Entity, and/or any Mona Family Member, including but not  
21 limited to, any agreements, contracts, or leases.

22           21. All documents reflecting the permissive use of Your assets by Mr. Mona, Ms.  
23 Mona, any Mona Entity, and/or any Mona Family Member, including but not limited to, any  
24 agreements, contracts, or leases.

25           22. All documents relating to Your contracts, arrangements and/or agreements with  
26 Mr. Mona, Ms. Mona, any Mona Entity, and/or any Mona Family Member regarding any of  
27 Your activities or business, including, but not limited to, any management agreement.  
28

EXHIBIT C

AFFIDAVIT OF CUSTODIAN OF RECORDS

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

\_\_\_\_\_, being duly sworn and under all penalties of perjury, does hereby depose and state:

1. I am the custodian of records for Mai Dun Limited, LLC.

2. Mai Dun Limited, LLC was served with a Subpoena in connection with *Far West Industries v. Rio Vista Nevada, LLC, et al.*, Clark County District Court Case No. A-12-670352-F, calling for the production of records.

3. I have examined the original of Mai Dun Limited, LLC's records responsive to the Subpoena and have made a true, complete, and exact copy of those records, which are attached hereto.

4. The original of the attached records was made at or near the time of the acts, events, conditions, opinions or diagnoses recited therein, made at or near the time by, or from information transmitted by, a person with knowledge, all in the course of a regularly conducted activity of Mai Dun Limited, LLC.

FURTHER YOUR AFFIANT SAYETH NAUGHT.

By: \_\_\_\_\_

Its: \_\_\_\_\_

SUBSCRIBED and SWORN to before  
me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT D**  
**NEVADA RULES OF CIVIL PROCEDURE**

**Rule 45**

**(c) Protection of Persons Subject to Subpoena.**

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2)(A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3)(A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it:

(i) fails to allow reasonable time for compliance;

(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held, or

(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or

(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party,

the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

**(d) Duties in Responding to Subpoena.**

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

**(e) Contempt.** Failure by any person without adequate excuse to obey a subpoena served upon that person may be deemed a contempt of the court from which the subpoena issued.



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EXHIBIT 5

# MAI DUN LIMITED LLC

## Business Entity Information

Status:	Active	File Date:	11/4/2011
Type:	Domestic Limited-Liability Company	Entity Number:	E0605452011-1
Qualifying State:	NV	List of Officers Due:	11/30/2017
Managed By:	Managers	Expiration Date:	
NV Business ID:	NV20111697452	Business License Exp:	11/30/2017

## Additional Information

Central Index Key:	
--------------------	--

## Registered Agent Information

Name:	BART P MACKAY	Address 1:	6325 S JONES BLVD STE 500
Address 2:		City:	LAS VEGAS
State:	NV	Zip Code:	89118
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:		Mailing State:	NV
Mailing Zip Code:			
Agent Type:	Noncommercial Registered Agent		

## Financial Information

No Par Share Count:	0	Capital Amount:	\$ 0
No stock records found for this company			

## ☐ Officers

☒ Include Inactive Officers

### Manager - BART MACKAY

Address 1:	6325 S JONES BLVD #500	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89118	Country:	USA
Status:	Historical	Email:	

### Manager - BART MACKAY

Address 1:	6325 S JONES BLVD #500	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89118	Country:	USA
Status:	Active	Email:	

## ☐ Actions/Amendments

Action Type:	Articles of Organization
--------------	--------------------------

Document Number:	20110792840-84	# of Pages:	2
File Date:	11/4/2011	Effective Date:	
(No notes for this action)			
Action Type:	Initial List		
Document Number:	20120024562-64	# of Pages:	1
File Date:	1/13/2012	Effective Date:	
12-13			
Action Type:	Annual List		
Document Number:	20120834336-92	# of Pages:	1
File Date:	12/12/2012	Effective Date:	
(No notes for this action)			
Action Type:	Registered Agent Address Change		
Document Number:	20130109400-30	# of Pages:	1
File Date:	2/19/2013	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20130713440-25	# of Pages:	1
File Date:	10/31/2013	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20140785604-37	# of Pages:	1
File Date:	12/1/2014	Effective Date:	
2014-2015			
Action Type:	Registered Agent Change		
Document Number:	20140785606-59	# of Pages:	1
File Date:	12/1/2014	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20150493424-84	# of Pages:	1
File Date:	11/10/2015	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20160522356-02	# of Pages:	1
File Date:	12/1/2016	Effective Date:	
(No notes for this action)			

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EXHIBIT 6

AFFIDAVIT OF SERVICE

DISTRICT COURT  
CLARK COUNTY, STATE OF NEVADA

Far West Industries

Plaintiff(s)

v.

Rio Vista Nevada, LLC, et al.

Defendant(s)

Case No.: A-12-670352-F

F. Thomas Edwards, Esq., Bar No. 9549

HOLLEY DRIGGS WALCH ET.AL.

400 South "4th" Street, Suite 300 3rd Floor

Las Vegas, NV 89101

(702) 791-0308

Attorneys for the Plaintiff

Client File# 10594-01 (NSM)

I, Tanner Trewet, being sworn, states: That I am a licensed process server registered in Nevada. I received a copy of the Second Amended Notice of Issuance of Subpoena to Mai Dun Limited, LLC; Subpoena Duces Tecum; Witness Fees, Check #20838 for \$37.00 from HOLLEY DRIGGS WALCH ET.AL.

That on 9/15/2017 at 2:10 PM I served the above listed documents to Mai Dun Limited, LLC c/o Bart Mackay, Registered Agent by personally delivering and leaving a copy at 6325 South Jones Boulevard, #500, Las Vegas, NV 89118 with Tyson Mackay - Son/Co-Resident - Authorized to Accept, a person of suitable age and discretion, authorized by Registered Agent to accept service of process at the above address shown on the current certificate of designation filed with the Secretary of State.

That the description of the person actually served is as follows:

Gender: Male, Race: Caucasian, Age: 31 - 35, Height: 5'6 - 6'0, Weight: 180-200 Lbs, Hair: Brown, Eyes: Hazel

I being duly sworn, states: that all times herein, Affiant was and is over 18 years of age, not a party to or interested in the proceedings in which this Affidavit is made. I declare under perjury that the foregoing is true and correct.

Date: 9/19/2017

Tanner Trewet  
Registered Work Card# R-075655  
State of Nevada

(No Notary Per NRS 53.045)

Service Provided for:  
Nationwide Legal Nevada, LLC  
626 S. 7th Street  
Las Vegas, NV 89101  
(702) 385-5444  
Nevada Lic # 1656



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EXHIBIT PAGE ONLY

EXHIBIT 7

**Mary Langsner**

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**From:** Tom Edwards  
**Sent:** Friday, October 06, 2017 11:50 AM  
**To:** Erika Turner <eturner@Gtg.legal>  
**Cc:** Andrea M. Gandara <agandara@nevadafirm.com>  
**Subject:** RE: Mai Dun

Erika,

NRS 14.020(2) does not say that the person at the address must have some connection to or authorization from the company. Rather, the statute allows us to leave a copy with a "person of suitable age and discretion" at the resident agent's address. Tyson is a competent adult, right? The subpoena was properly served and we will move to compel Mai Dun to comply.

Thanks,  
Tom

**F. Thomas Edwards**  
Shareholder  
Las Vegas Office



Tel: 702.791.0308 | Fax: 702.791.1912  
400 S. 4<sup>th</sup> Street, Suite 300, Las Vegas NV 89101

Tel: 775.851.8700 | Fax: 775.851.7681  
800 S. Meadows Parkway, Suite 800, Reno NV 89521

[www.nevadafirm.com](http://www.nevadafirm.com)

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**From:** Erika Turner [mailto:eturner@Gtg.legal]  
**Sent:** Friday, October 06, 2017 11:42 AM  
**To:** Tom Edwards <tedwards@nevadafirm.com>  
**Cc:** Andrea M. Gandara <agandara@nevadafirm.com>  
**Subject:** RE: Mai Dun

Tom,

Please see section 3 of the same statute. The registered agent must staff the office; however, here, that was not done. Perhaps Mai Dun or Bart Mackay is in violation of NRS 14.020; however, that does not change the fact that Tyson Mackay has no connection with the company and could not/cannot take any action on behalf of the company in order to provide the information you are seeking under the subpoena.

If your intention is to obtain information, a motion to compel Tyson Mackay will not be fruitful. If you are intent to file a motion, please provide me notice and we will make the arguments to the Court.

Again, I have offered, and I will offer again to reach out to Bart Mackay who is the only person with access to information you are seeking by the subpoena so that I can determine if I can accept service on behalf of the entity. If you recall, in the prior litigation, we ultimately accepted service for Bart Mackay.

Erika

**From:** Tom Edwards [<mailto:tedwards@nevadafirm.com>]  
**Sent:** Friday, October 6, 2017 11:28 AM  
**To:** Erika Turner <[eturner@Gtg.legal](mailto:eturner@Gtg.legal)>  
**Cc:** Andrea M. Gandara <[agandara@nevadafirm.com](mailto:agandara@nevadafirm.com)>  
**Subject:** RE: Mai Dun

Erika,

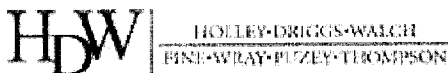
I am pretty sure we have had this conversation before, but please review NRS 14.020(2), which states:

All legal process and any demand or notice authorized by law to be served upon the corporation, miscellaneous organization, limited-liability company, limited-liability partnership, limited partnership, limited-liability limited partnership, business trust or municipal corporation may be served upon the registered agent listed as the registered agent of the entity in the records of the Secretary of State, personally or by leaving a true copy thereof with a person of suitable age and discretion at the most recent street address of the registered agent shown on the information filed with the Secretary of State pursuant to chapter 77 of NRS.

Please let me know if we need to bring a motion.

Thanks,  
Tom

**F. Thomas Edwards**  
Shareholder  
Las Vegas Office



Tel: 702.791.0308 | Fax: 702.791.1912  
400 S. 4<sup>th</sup> Street, Suite 300, Las Vegas NV 89101

Tel: 775.851.8700 | Fax: 775.851.7681  
800 S. Meadows Parkway, Suite 800, Reno NV 89521

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**From:** Erika Turner [<mailto:eturner@Gtg.legal>]  
**Sent:** Friday, October 06, 2017 10:52 AM  
**To:** Tom Edwards <[tedwards@nevadafirm.com](mailto:tedwards@nevadafirm.com)>  
**Subject:** Mai Dun



Tom,

I have had an opportunity to confer with Tyson Mackay regarding the subpoena you referenced in yesterday's email. He confirmed he is not the resident agent, manager or member of Mai Dun Limited, LLC. Tyson Mackay is not affiliated with Mai Dun in any manner and was not authorized to accept service of process for Mai Dun or Bart Mackay.

As a Nevada LLC, service of process on Mai Dun shall be effectuated through NRCP 4(d)(1) to the registered agent or manager for Mai Dun or, if that is not practicable, to the Secretary of State.

Bart Mackay is the registered agent and manager of Mai Dun. There are no employees or other agents of the company. Other than the Secretary of State, Bart Mackay is the only person who can be served to effectuate process. He was not served. The address of 6325 S. Jones Blvd. suite 500 Las Vegas, NV 89118 is an office address for Business Finance Corporation and other businesses that is used by Bart Mackay relative to Mai Dun. Critically, it is not Bart Mackay's residence and there are no employees or other agents of Mai Dun at the office. Serving Tyson Mackay, who has nothing whatsoever to do with Mai Dun, was improper and the process server was apparently advised as such.

If you would like me to reach out to Bart Mackay regarding whether I may be authorized to accept service on behalf of Mai Dun, please advise.

Erika

Erika Pike Turner  
Partner

P 725 777 3000 | F 725 777 3112  
D 725 244 4573

GARMAN | TURNER | GORDON  
650 WHITE DRIVE, SUITE 100  
LAS VEGAS, NV 89119

[WWW.GTG.LEGAL](http://WWW.GTG.LEGAL)

## Mary Langsner

---

**From:** Tom Edwards  
**Sent:** Wednesday, October 11, 2017 2:17 PM  
**To:** Mary Langsner  
**Cc:** Andrea M. Gandara  
**Subject:** FW: Notification of Service for Case: A-12-670352-F, Far West Industries, Plaintiff(s) vs. Rio Vista Nevada, LLC , Defendant(s) for filing Service Only, Envelope Number: 1494234  
**Attachments:** E-Served Second Amended Notice of Issuance of Subpoena to Mai Dun.pdf; Affidavit of Service - Mai Dun Limited, LLC.PDF

**From:** Tom Edwards  
**Sent:** Thursday, October 05, 2017 4:41 PM  
**To:** 'eturner@gtg.legal' <eturner@gtg.legal>; 'dciciliano@gtg.legal' <dciciliano@gtg.legal>  
**Cc:** Andrea M. Gandara <agandara@nevadafirm.com>  
**Subject:** FW: Notification of Service for Case: A-12-670352-F, Far West Industries, Plaintiff(s) vs. Rio Vista Nevada, LLC , Defendant(s) for filing Service Only, Envelope Number: 1494234

Erica and Dylan,

Are you representing Mai Dun Limited, LLC?

We served Mai Dun with a subpoena for documents and a deposition. Attached are the subpoena and affidavit of service. The documents were due today at noon, but we haven't received anything yet.

Please let me know.

Thanks,  
Tom

**F. Thomas Edwards**  
Shareholder  
Las Vegas Office



Tel: 702.791.0308 | Fax: 702.791.1912  
400 S. 4<sup>th</sup> Street, Suite 300, Las Vegas NV 89101

Tel: 775.851.8700 | Fax: 775.851.7681  
800 S. Meadows Parkway, Suite 800, Reno NV 89521

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---

**From:** [efilingmail@tylerhost.net](mailto:efilingmail@tylerhost.net) [<mailto:efilingmail@tylerhost.net>]  
**Sent:** Thursday, September 14, 2017 1:23 PM  
**To:** Tom Edwards <[tedwards@nevadafirm.com](mailto:tedwards@nevadafirm.com)>

**Subject:** Notification of Service for Case: A-12-670352-F, Far West Industries, Plaintiff(s)vs. Rio Vista Nevada, LLC , Defendant(s) for filing Service Only, Envelope Number: 1494234



## Notification of Service

Case Number: A-12-670352-F  
Case Style: Far West Industries, Plaintiff(s)vs. Rio Vista Nevada, LLC , Defendant(s)  
Envelope Number: 1494234

This is a notification of service for the filing listed. Please click the link below to retrieve the submitted document.

Filing Details	
<b>Case Number</b>	A-12-670352-F
<b>Case Style</b>	Far West Industries, Plaintiff(s)vs. Rio Vista Nevada, LLC , Defendant(s)
<b>Date/Time Submitted</b>	9/14/2017 1:20 PM PST
<b>Filing Type</b>	Service Only
<b>Filing Description</b>	Second Amended Notice of Issuance of Subpoena to Mai Dun Limited, LLC
<b>Filed By</b>	Norma Moseley
<b>Service Contacts</b>	<p>Far West Industries:</p> <p>Andi Hughes (<a href="mailto:ahughes@nevadafirm.com">ahughes@nevadafirm.com</a>)</p> <p>Other Service Contacts not associated with a party on the case:</p> <p>"Aurora M. Maskall, Esq." . (<a href="mailto:amaskall@lee-lawfirm.com">amaskall@lee-lawfirm.com</a>)</p> <p>"Charles M. Vlastic, III" . (<a href="mailto:cvlastic@rrblf.com">cvlastic@rrblf.com</a>)</p> <p>"David S. Lee, Esq." . (<a href="mailto:dlee@lee-lawfirm.com">dlee@lee-lawfirm.com</a>)</p> <p>"James E. Whitmire, Esq." . (<a href="mailto:jwhitmire@santoronevada.com">jwhitmire@santoronevada.com</a>)</p> <p>"Tom Edwards, Esq." . (<a href="mailto:tedwards@nevadafirm.com">tedwards@nevadafirm.com</a>)</p> <p>"Tye Hanseen, Esq." . (<a href="mailto:thanseen@maclaw.com">thanseen@maclaw.com</a>)</p> <p>"William R. Urga, Esq." . (<a href="mailto:wru@juww.com">wru@juww.com</a>)</p> <p>Andrea M. Gandara . (<a href="mailto:agandara@nevadafirm.com">agandara@nevadafirm.com</a>)</p> <p>Asmeen Olila-Stoilov . (<a href="mailto:astoilov@santoronevada.com">astoilov@santoronevada.com</a>)</p>

	<p>Charles M. Vlasic . (<a href="mailto:cvlasic@rrblf.com">cvlasic@rrblf.com</a>)</p> <p>Dylan Ciciliano . (<a href="mailto:dciciliano@gtg.legal">dciciliano@gtg.legal</a>)</p> <p>Erika Pike Turner . (<a href="mailto:eturner@gtg.legal">eturner@gtg.legal</a>)</p> <p>Joan White . (<a href="mailto:jwhite@santoronevada.com">jwhite@santoronevada.com</a>)</p> <p>Julia Melnar . (<a href="mailto:jmelnar@gtg.legal">jmelnar@gtg.legal</a>)</p> <p>Kristee Kallas . (<a href="mailto:kkallas@rrblf.com">kkallas@rrblf.com</a>)</p> <p>Lee-Lawfirm . (<a href="mailto:lee-lawfirm@live.com">lee-lawfirm@live.com</a>)</p> <p>Norma . (<a href="mailto:nmoseley@nevadafirm.com">nmoseley@nevadafirm.com</a>)</p> <p>Rosie Wesp . (<a href="mailto:rwesp@maclaw.com">rwesp@maclaw.com</a>)</p> <p>Sean Story . (<a href="mailto:sstory@nevadafirm.com">sstory@nevadafirm.com</a>)</p> <p>Sherri Mong . (<a href="mailto:smong@maclaw.com">smong@maclaw.com</a>)</p> <p>Terry Coffing . (<a href="mailto:tcoffing@maclaw.com">tcoffing@maclaw.com</a>)</p> <p>Faith Bouchard . (<a href="mailto:fbouchard@rrblf.com">fbouchard@rrblf.com</a>)</p> <p>Anna Diallo (<a href="mailto:adiallo@gtg.legal">adiallo@gtg.legal</a>)</p>
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EXHIBIT PAGE ONLY

EXHIBIT 8

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Location : District Court Civil/Criminal [Help](#)

## REGISTER OF ACTIONS

CASE NO. A-12-670352-F

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

§  
§  
§  
§  
§  
§  
§  
§

Case Type: **Foreign Judgment**  
 Date Filed: **10/18/2012**  
 Location: **Department 16**  
 Cross-Reference Case Number: **A670352**  
 Supreme Court No.: **70857**  
**73815**

### PARTY INFORMATION

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

### EVENTS & ORDERS OF THE COURT

03/30/2016 **All Pending Motions** (9:00 AM) (Judicial Officer Hardy, Joe)

#### Minutes

03/30/2016 9:00 AM

- The Court noted the questions it had regarding the pending Motions, and requested counsel address certain points in their arguments. PLAINTIFF FAR WEST INDUSTRIES' MOTION: (1) FOR DEFAULT JUDGMENT AGAINST ROEN VENTURES, LLC FOR UNTIMELY ANSWERS TO WRIT OF GARNISHMENT AND INTERROGATORIES; AND (2) TO COMPEL ROEN VENTURES LLC'S TURNOVER OF PAYMENTS MADE TO, ON BEHALF OF, OR FOR THE BENEFIT OF MICHAEL J. MONA, JR...THIRD PARTY ROEN VENTURES, LLC'S OPPOSITION TO PLAINTIFF FAR WEST INDUSTRIES' MOTION; (1) FOR DEFAULT JUDGMENT AGAINST ROEN VENTURES, LLC FOR UNTIMELY ANSWERS TO WRIT OF GARNISHMENT INTERROGATORIES; AND (2) TO COMPEL ROEN VENTURES, LLC'S TURNOVER OF PAYMENTS MADE TO, ON BEHALF OF, OR FOR THE BENEFIT OF MICHAEL J. MONA, JR.; AND COUNTERMOTION FOR ATTORNEY'S FEES AND COSTS Mr. Edwards argued in support of Plaintiff Far West Industries' Motion, advising that NRS 31.290(2) stated that a garnishee shall be named in default for failing to answer Interrogatories within the required twenty (20) day time frame. Additionally, Mr. Edwards rebutted Roen Ventures' argument that he had violated professional rule of conduct 3.5 (a), stating that said argument was a tactic for Roen Ventures to avoid severe sanctions, and did not apply in the instant

case. Furthermore, Mr. Edwards argued that NRC 55 had been complied with, and the default against Roen Ventures was authentic. As to the requested relief, Mr. Edwards stated that it was Plaintiff's position that they were entitled to the \$24,000,000.00 listed on the Writ. Mr. Ciciliano argued in opposition, stating that Roen Ventures was two days late filing their Answer to Interrogatories, and an explanation for the late filing was provided in their declaration; however, to argued that NRS 31.290(2) called for the entry of a \$24,000,000.00 default judgment was improper. Upon Court's inquiry regarding the six month pre-payment of Mr. Mona's mortgage, Mr. Ciciliano indicated that his firm had agreed to accept service of the Writ of Garnishment in June of 2015, and the Writ was subsequently served on the incorrect party, instead of Roen Ventures; therefore, he was unsure whether his client was aware of the Writ when the mortgage pre-payment was made. The Court inquired as to whether Mr. Ciciliano's firm's offer to accept service of the Writ of Garnishment extended into the relevant time frame of December of 2015 and January of 2016. Mr. Ciciliano advised that the offer was of the table at the times mentioned by the Court. The Court noted for the record that it did not appreciate Mr. Ciciliano's representations that his firm had agreed to accept service, when in fact, they had withdrawn that offer during the relevant time frame of December of 2015 through January of 2016. COURT ORDERED Plaintiff Far West Industries' Motion GRANTED IN PART as to the amounts due under the management agreement that were currently due and owing, or may become due and owing, those amounts potentially being those payments due from July of 2016 through however long the management agreement may still be in place, pursuant to the arguments set forth in the Motion and Reply, and pursuant to NRS 21.320. COURT ORDERED Plaintiff Far West Industries' Motion DENIED IN PART as to the remainder of the requested relief, for the following reasons: (1) lack of a specified value for the property, or the amount of money in the Writ of Garnishment as set forth in NRS 31.320 (1)(a); pursuant to Nevada law, as well as the rules of civil procedure regarding defaults and judgments, no basis could be found to award the requested \$24,000,000.00 default judgment due to the Answers to Interrogatories being two (2) days late; and (3) under NRS 31.320(2), waiting until after a judgment was entered to be able to relieve a garnishee does not make sense, and would lead to an absurd result; therefore, although the language in that subsection refers to there already being a judgment in place, waiting for said circumstances to occur in the instant case would lead to an absurd result. COURT FURTHER ORDERED the Countermotion for Attorney's Fees and Costs was hereby DENIED, due to the lack of candor on the part of Mr. Ciciliano regarding his firm's willingness to accept service of the Writ. Mr. Edwards to prepare the Order and forward it to Mr. Ciciliano for approval as to form and content. Mr. Ciciliano exited the courtroom, as none of the other pending Motions concerned his client. PLAINTIFF FAR WEST INDUSTRIES' MOTION FOR DETERMINATION OF PRIORITY OF GARNISHMENT...MONA'S OPPOSITION TO FAR WEST'S MOTION FOR DETERMINATION OF PRIORITY OF GARNISHMENT AND COUNTERMOTION TO DISCHARGE GARNISHMENT AND FOR RETURN OF PROCEEDS Mr. Edwards argued in support of Far West Industries' Motion, stating that the fraud judgment was entered against the Monas in April of 2012, and judgment debtor exams were held in June of 2015, at which time the Monas testified that they had no plans to divorce; subsequently, the Monas filed for divorce on July 2, 2015, when they realized Plaintiffs would be garnishing their community property, and the divorce was finalized on July 23, 2015. Additionally, Mr. Edwards argued that Nevada did not have an alimony priority; therefore, the judgment in the instant case - having been entered in April of 2012 - should have priority over the decree of divorce and any alimony payments, based upon the time at which each interest arose. Mr. Hanseen argued in opposition, stating that the Monas' divorce was valid and binding, and that first interests had nothing to do with the Federal garnishment restrictions, nor did they have anything to do with the Federal

cap on garnishment withholdings. Additionally, Mr. Hanseen argued that support orders had a maximum of 60% for withholdings, and the maximum was still 60% when dealing with multiple garnishments; therefore, not determining that the support order had priority over the judgment in the instant case would be a violation of Federal law. Mr. Hanseen argued in support of the Countermotion, citing U.S. Code 15, subsection 1672(c), and stating that the garnishments withheld from August 1, 2015, onwards should be returned, as they were in excess of the statutory caps. COURT ORDERED Plaintiff Far West Industries' Motion for Determination of Property, as well as the Countermotion to Discharge were hereby TAKEN UNDER ADVISEMENT, in order to allow the Court to perform an additional review of the cases and statutes cited in the briefs; a written Order shall issue. PLAINTIFF FAR WEST INDUSTRIES' MOTION TO REDUCE SANCTIONS ORDER TO JUDGMENT Mr. Edwards argued in support of the Motion, stating that this Court entered a final judgment regarding the issue of fraudulent transfer, and Plaintiff was entitled to proceed despite the fact that the issue was up on appeal. Additionally, Mr. Edwards argued that NRS 112.220(2) allowed for a judgment to be entered against the transferee (Rhonda Mona) in the amount of the fraudulent transfer. Furthermore, Mr. Edwards argued for \$11,000.00 in attorney's fees, as well as fees and costs, for having to prepare and argue the instant Motion. Mr. Whitmire argued in opposition, stating that Rhonda Mona was never served as a party in the instant action; therefore, the Court did not have jurisdiction to enter a judgment against her. COURT ORDERED Motion CONTINUED to allow the parties to submit SUPPLEMENTAL BRIEFING on the following issues: (1) estoppel in terms of the representation made to Judge Bare that there was a final judgment in the instant case; (2) whether the Court could say that Plaintiff Far West would be permitted to execute on the Order that had already been entered regarding the fraudulent transfer, regardless of whether it was a final judgment; (3) the "execution" of the bank accounts; and (4) that the \$3.4 million Order or judgment was essentially tracking the funds that this Court already ruled had been fraudulently transferred to Rhonda Mona. Colloquy regarding the briefing schedule. COURT FURTHER ORDERED a BRIEFING SCHEDULE SET as follows: simultaneous supplemental briefs to be SUBMITTED BY April 22, 2016, no later than 5:00 PM. The Court noted for the record that the parties were not limited in their supplemental briefs to the issues the Court raised, and the parties could enter into a stipulation if they felt the due date for the supplemental briefs needed to be extended. 5/5/16 9:00 AM PLAINTIFF FAR WEST INDUSTRIES' MOTION TO REDUCE SANCTIONS ORDER TO JUDGMENT

Parties Present  
Return to Register of Actions



# **EXHIBIT 8**

# **EXHIBIT 8**

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

7 *Attorneys for Plaintiff Far West Industries*

8 **DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

10 FAR WEST INDUSTRIES, a California  
11 corporation,

12 Plaintiff,

13 v.

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

17 Defendants.

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

**AMENDED NOTICE OF DEPOSITION  
OF MICHAEL D. SIFEN**

**Deposition Date: November 20, 2017**  
**Deposition Time: 10:00 a.m.**

18 TO: ALL PARTIES AND THEIR COUNSEL OF RECORD:

19 PLEASE TAKE NOTICE that the deposition of Michael D. Sifen ("Sifen") previously  
20 scheduled to be held at 10:00 a.m. on the 21<sup>st</sup> day of April, 2017, at Williams Mullen, 222  
21 Central Park Avenue, Suite 1700, Virginia Beach, VA 23462, shall be conducted by Plaintiff Far  
22 West Industries ("Plaintiff" or "Far West"), on **November 20, 2017, at 10:00 a.m.** at Williams  
23 Mullen, 222 Central Park Avenue, Suite 1700, Virginia Beach, Virginia 23462, pursuant to Far  
24 West's Amended Subpoena to Sifen, attached hereto as **Exhibit 1**.

25 ///

26 ///

27 ///

28 ///

1 Said deposition will be taken by stenographic record before a notary public, or before  
2 some other officer authorized by law to administer oaths. Testimony shall continue from day to  
3 day until completed. You are invited to attend and cross-examine.

4 Dated this 23<sup>rd</sup> day of August, 2017.

5 **HOLLEY DRIGGS WALCH**  
6 **FINE WRAY PUZEY & THOMPSON**

7 

8 F. THOMAS EDWARDS, ESQ.  
9 Nevada Bar No. 9549  
10 ANDREA M. GANDARA, ESQ.  
11 Nevada Bar No. 12580  
12 400 S. Fourth Street, Third Floor  
13 Las Vegas, NV 89101

14 *Attorneys for Plaintiff Far West Industries*

1 **CERTIFICATE OF SERVICE**

2 I HEREBY CERTIFY that on the 23<sup>rd</sup> day of August, 2017, pursuant to EDCR 8.05  
3 and NRCP 5(b), I caused to be served electronically using the Court's E-File & Serve System, a  
4 true and correct copy of the foregoing **AMENDED NOTICE OF DEPOSITION OF**  
5 **MICHAEL D. SIFEN** to the parties below. Pursuant to EDCR 8.05(i) the date and time of the  
6 electronic service is in place of the date and place of deposit in the mail.

7 Tye S. Hanseen, Esq.  
8 Terry A. Coffing, Esq.  
9 MARQUIS AURBACH COFFING  
10 1001 Park Run Drive  
11 Las Vegas, NV 89145  
12 E-mail: [thanseen@maclaw.com](mailto:thanseen@maclaw.com)  
13 E-mail: [tcoffing@maclaw.com](mailto:tcoffing@maclaw.com)

Dylan T. Ciciliano, Esq.  
Erika Pike Turner, Esq.  
GARMAN TURNER GORDON  
650 White Drive, Suite 100  
Las Vegas, NV 89119  
E-mail: [dciciliano@gtg.legal](mailto:dciciliano@gtg.legal)  
E-mail: [eturner@gtg.legal](mailto:eturner@gtg.legal)

11 James E. Whitmire, Esq.  
12 SANTORO WHITMIRE  
13 10100 W. Charleston Boulevard, Suite 250  
14 Las Vegas, NV 89135  
15 Email: [jwhitmire@santoronevada.com](mailto:jwhitmire@santoronevada.com)

16 I FURTHER HEREBY CERTIFY that on the 23<sup>rd</sup> day of August, 2017, I caused to be  
17 emailed and mailed a true and correct copy of the foregoing **AMENDED NOTICE OF**  
18 **DEPOSITION OF MICHAEL D. SIFEN** to the parties below:

19 Craig L. Mytelka, Esq.  
20 Alexandra M. Gabriel, Esq.  
21 WILLIAMS MULLEN  
22 222 Central Park Avenue, Suite 1700  
23 Virginia Beach, VA 23462  
24 Email: [cmytelka@williamsmullen.com](mailto:cmytelka@williamsmullen.com)  
25 Email: [agabriel@williamsmullen.com](mailto:agabriel@williamsmullen.com)  
26 *Counsel for Michael D. Sifen*

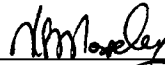
27  
28  
  
An employee of Holley Driggs Walch  
Fine Wray Puzey & Thompson

EXHIBIT 1

EXHIBIT 1

1 **CC03**  
2 F. THOMAS EDWARDS, ESQ.  
3 Nevada Bar No. 9549  
4 E-mail: tedwards@nevadafirm.com  
5 ANDREA M. GANDARA, ESQ.  
6 Nevada Bar No. 12580  
7 E-mail: agandara@nevadafirm.com  
8 HOLLEY DRIGGS WALCH  
9 FINE WRAY PUZEY & THOMPSON  
10 400 South Fourth Street, Third Floor  
11 Las Vegas, Nevada 89101  
12 Telephone: 702/791-0308  
13 Facsimile: 702/791-1912

14 *Attorneys for Plaintiff Far West Industries*

15 **DISTRICT COURT**

16 **CLARK COUNTY, NEVADA**

17 FAR WEST INDUSTRIES, a California  
18 corporation,

19 Plaintiff,

20 v.

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

26 Defendants.

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

**AMENDED SUBPOENA – CIVIL**  
☒ **REGULAR** ☒ **DUCES TECUM**

27 **THE STATE OF NEVADA SENDS GREETINGS TO:**

28 Michael D. Sifen  
500 Central Drive, Suite 106  
Virginia Beach, Virginia 23454-5236

**YOU ARE HEREBY COMMANDED** that you shall attend and give testimony at a deposition at 10:00 a.m. on the 21<sup>st</sup> day of April, 2017, at Williams Mullen, 222 Central Park Avenue, Suite 1700, Virginia Beach, VA 23462, which deposition was previously scheduled for March 17, 2017, at 10:00 a.m., at Adams Harris Reporting, Inc., 1021 Sandoval Drive, Virginia Beach, VA 23454. You are further commanded that you shall produce and permit inspection and copying of designated books, documents, and tangible things that are designated on **Exhibit "A"**

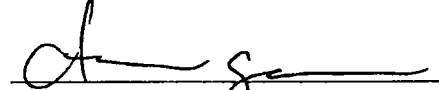
1 along with an executed Affidavit of Custodian of Records, attached hereto as **Exhibit "B"** on  
2 March 3, 2017 at the law offices of Holley Driggs Walch Fine Wray Puzey & Thompson, Attn:  
3 F. Thomas Edwards, Esq., 400 South Fourth Street, Third Floor, Las Vegas, Nevada 89101.  
4 Your testimony shall be reported stenographically. Subdivisions (c) and (d) of Rule 45 of the  
5 Nevada Rules of Civil Procedure, which set forth your protections and duties as a person or  
6 entity subject to a subpoena, are attached hereto as **Exhibit "C"**.

7 If you fail to attend your deposition or fail to produce the books, documents and tangible  
8 things described on Exhibit A, you may be deemed guilty of contempt of Court.

9 Dated this 13<sup>th</sup> day of March, 2017.

10 Issued at the request of:

11 **HOLLEY DRIGGS WALCH**  
12 **FINE WRAY PUZEY & THOMPSON**

13   
14 F. THOMAS EDWARDS, ESQ.

15 Nevada Bar No. 9549  
16 ANDREA M. GANDARA, ESQ.  
17 Nevada Bar No. 12580  
18 400 S. Fourth Street, Third Floor  
19 Las Vegas, NV 89101

20 *Attorneys for Plaintiff Far West Industries*  
21  
22  
23  
24  
25  
26  
27  
28

1 EXHIBIT A

2 DEFINITIONS

3 The following definitions are to be used with respect to these documents:

4 A. "Document" is defined to be synonymous in meaning and equal in scope to the  
5 usage of this term in Nevada Rules of Civil Procedure 34(a), and shall mean any and all  
6 information in tangible or other form, whether printed, typed, recorded, computerized, filmed,  
7 reproduced by any process, or written or produced by hand, and whether an original, draft,  
8 master, duplicate or copy, or notated version thereof, that is in Your possession, custody, or  
9 control. A draft or non-identical copy is a separate document within the meaning of this term.

10 B. Document as used in this Subpoena shall also include, but not be limited to,  
11 electronic files, other data generated by and/or stored on or through any of Your computer  
12 systems and storage media (e.g., internal or external hard drives, CD-ROM's, floppy disks,  
13 backup tapes, thumb drives, internet-based posting boards, or any other data storage media or  
14 mechanisms), or any other electronic data. This includes, but is not limited to: email and other  
15 electronic communications (e.g., postings to internet forums, ICQ or any other instant messenger  
16 messages, and/or text messages); voicemails; word processing documents; spreadsheets;  
17 databases; calendars; telephone logs; contact manager information; Internet usage files; offline  
18 storage or information stored on removable media; information contained on laptops or other  
19 portable devices; and network access information. Further, this includes data in any format for  
20 storing electronic data.

21 C. "Relating to" or "reflecting" are used in their broadest sense and shall mean and  
22 include, but shall not be limited to, advert, allude, comprise, concern, constitute, describe,  
23 discuss, mention, note, pertain, quote, recite, recount, refer, report or state.

24 D. "Interest" shall mean and refer to a legal share in something and/or all or part of a  
25 legal or equitable claim to or right in an asset.

26 E. The singular shall include the plural, and the plural shall include the singular. The  
27 conjunctive "and" shall include the disjunctive "or" and the disjunctive "or" shall include the  
28 conjunctive "and."

29 F. "You" or "Your" shall mean and refer to Michael Sifen.

30 G. Each document produced pursuant to Exhibit A shall be produced as it is kept in  
31 the usual course of business (i.e., in the file folder or binder in which such documents were  
32 located when the request was served) or shall be organized and labeled to correspond to the  
33 categories of documents requested.

34 H. You are instructed to produce any and all documents which are in your  
35 possession, custody or control. Possession, custody or control includes constructive possession  
36 whereby you have a right to compel the production of a matter from a third party (including an  
37 agency, authority or representative.)

38 I. To the extent the location of any document called for by Exhibit "A" is unknown  
39 to you, so state. If any estimate can reasonably be made as to the location of an unknown  
40 document, describe the document with sufficient particularity so that it can be identified, set  
41 forth your best estimate of the document's location, and describe the basis upon which the  
42 estimate is made.



1 J. If any document request is deemed to call for disclosure of proprietary data,  
2 counsel for movant is prepared to receive such data pursuant to an appropriate confidentiality  
3 order.

4 K. To the extent the production of any document is objected to on the basis of  
5 privilege, provide the following information about each such document: (1) describe the nature  
6 of the privilege claimed (e.g., attorney-client, work product, etc.); (2) state the factual and legal  
7 basis for the claim of such privilege (e.g., communication between attorney for corporation and  
8 outside counsel relating to acquisition of legal services); (3) identify each person who was  
9 present when the document was prepared and who has seen the document; and (4) identify every  
10 other document which refers to or describes the contents of such document.

11 L. If any document has been lost or destroyed, the document so lost or destroyed  
12 shall be identified by author, date, subject matter, date of loss or destruction, identity of person  
13 responsible for loss or destruction and, if destroyed, the reason for such destruction.

---

#### 14 ITEMS TO BE PRODUCED

---

15 1. All documents relating to the Deed of Trust naming Michael J. Mona, Jr. and  
16 Rhonda Mona, Trustees of the Mona Family Trust, dated February 21, 2002, as Trustor and  
17 Michel D. Sifen as Beneficiary in the amount of One Million Two Hundred Forty-Two  
18 Thousand Four Hundred Dollars and Fifty One Cents (\$1,242,400.51) ("Sifen DOT 1"), recorded  
19 on or about May 4, 2011 with the Clark County Recorder as Instrument # 200105040001972,  
20 attached hereto as **Exhibit 1**, including, but not limited to, any promissory note, contract,  
21 payment history or schedule for the Sifen DOT 1, and documents evidencing the receipt of funds  
22 and/or consideration given in exchange for the Sifen DOT 1.

23 2. All documents relating to the Deed of Trust naming Michael J. Mona, Jr. and  
24 Rhonda Mona, Trustees of the Mona Family Trust, dated February 21, 2002, as Trustor and  
25 Michel D. Sifen as Beneficiary in the amount of Two Hundred Thousand Dollars (\$200,000.00)  
26 ("Sifen DOT 2"), recorded on or about May 4, 2011 with the Clark County Recorder as  
27 Instrument # 200105040001973, attached hereto as **Exhibit 2**, including, but not limited to, any  
28 promissory note, contract, payment history or schedule for the Sifen DOT 2, and documents  
evidencing the receipt of funds and/or consideration given in exchange for the Sifen DOT 2.

3. All documents relating to the real property located at 2793 Red Arrow Drive, Las  
Vegas, Nevada 89135 ("Red Arrow Property"), including, but not limited to its ownership, any

1 leases or licenses for the Red Arrow Property, encumbrances against the Red Arrow Property,  
2 whether recorded or unrecorded, and any communications related to the Red Arrow Property.

3 4. All documents relating to Michael J. Mona, Jr. ("Mr. Mona"), directly or  
4 indirectly, including, but not limited to, any documents granting or conveying any Interest to or  
5 from Mr. Mona, directly or indirectly, and any amendments or correspondence related thereto.

6 5. All documents relating to Rhonda Mona ("Ms. Mona"), directly or indirectly,  
7 including, but not limited to, any documents granting or conveying any Interest to or from Ms.  
8 Mona, directly or indirectly, and any amendments or correspondence related thereto.

9 6. All documents relating to any entity or trust in which either Mr. Mona or Ms.  
10 Mona hold an Interest ("Mona Entity"), directly or indirectly, including, but not limited to, any  
11 documents granting or conveying any Interest to or from any Mona Entity, directly or indirectly,  
12 and any amendments or correspondence related thereto.

13 7. All documents relating to any family member of Mr. Mona and Ms. Mona  
14 ("Mona Family Member"), directly or indirectly, including, but not limited to, any documents  
15 granting or conveying any Interest to or from any Mona Family Member, directly or indirectly,  
16 and any amendments or correspondence related thereto.

17 8. All documents reflecting any transfers, disposition, or permissive use of any of  
18 Your assets, directly or indirectly, involving Mr. Mona, Ms. Mona, any Mona Entity, and/or any  
19 Mona Family Member, including, but not limited to any agreements, contracts, leases,  
20 promissory notes, accounts payable, mortgages, or bills of sale.

21 9. All correspondence between You, directly or indirectly, and Mr. Mona, Ms.  
22 Mona, any Mona Entity, and/or any Mona Family Member, directly or indirectly.

23 10. All documents reflecting any indebtedness owed or ever owed by Mr. Mona to  
24 You, directly or indirectly, including, but not limited to any agreements, contracts, leases,  
25 promissory notes, accounts payable, or mortgages.

26 11. All documents reflecting any indebtedness owed or ever owed by Ms. Mona to  
27 You, directly or indirectly, including, but not limited to any agreements, contracts, leases,  
28 promissory notes, accounts payable, or mortgages.

1           12. All documents reflecting any indebtedness owed or ever owed by any Mona  
2 Entity to You, directly or indirectly, including, but not limited to any agreements, contracts,  
3 leases, promissory notes, accounts payable, or mortgages.

4           13. All documents reflecting any indebtedness owed or ever owed by any Mona  
5 Family Member to You, directly or indirectly, including, but not limited to any agreements,  
6 contracts, leases, promissory notes, accounts payable, or mortgages.

7           14. All documents reflecting any indebtedness owed or ever owed by You to Mr.  
8 Mona, directly or indirectly, including, but not limited to any agreements, contracts, leases,  
9 promissory notes, accounts payable, or mortgages.

10           15. All documents reflecting any indebtedness owed or ever owed by You to Ms.  
11 Mona, directly or indirectly, including, but not limited to any agreements, contracts, leases,  
12 promissory notes, accounts payable, or mortgages.

13           16. All documents reflecting any indebtedness owed or ever owed by You to any  
14 Mona Entity, directly or indirectly, including, but not limited to any agreements, contracts,  
15 leases, promissory notes, accounts payable, or mortgages.

16           17. All documents reflecting any indebtedness owed or ever owed by You to any  
17 Mona Family Member, directly or indirectly, including, but not limited to any agreements,  
18 contracts, leases, promissory notes, accounts payable, or mortgages.

19           18. All documents reflecting any money, property, effects, good, chattels, rights,  
20 credits or choses in action of Mr. Mona that are in Your possession, whether directly or  
21 indirectly.

22           19. All documents reflecting any money, property, effects, good, chattels, rights,  
23 credits or choses in action of Ms. Mona that are in Your possession, whether directly or  
24 indirectly.

25           20. All documents reflecting any money, property, effects, good, chattels, rights,  
26 credits or choses in action of any Mona Entity that are in Your possession, whether directly or  
27 indirectly.

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1           21. All documents reflecting any money, property, effects, good, chattels, rights,  
2 credits or choses in action of any Mona Family Member that are in Your possession, whether  
3 directly or indirectly.

4           22. All documents reflecting the source of funds tendered pursuant to the Sifen DOT  
5 1 and Sifen DOT 2.

6           23. All documents evidencing any and all payments made for the Sifen DOT 1 and  
7 Sifen DOT 2.

8           24. Copies of any documents, including without limitation wire transfers (including  
9 bank confirmations) and/or checks (including cancelled checks), evidencing transfer of funds  
10 from You to Mr. Mona for any and every loan You have ever made to Mr. Mona.

11           25. All documents evidencing each and every extension of promissory notes owed to  
12 You by Mr. Mona, including, but not limited to, documents evidencing extension fees paid for  
13 said extensions.

14           26. All correspondence from Mr. Mona or Mr. Mona's attorneys requesting any and  
15 every loan You have ever made to Mr. Mona.

1 EXHIBIT B

2 AFFIDAVIT OF CUSTODIAN OF RECORDS

3 STATE OF \_\_\_\_\_ )  
4 COUNTY OF \_\_\_\_\_ ) ss.

5 \_\_\_\_\_, being duly sworn and under all penalties of perjury, does  
6 hereby depose and state:

7 1. That the Affiant is the custodian of records for Michael D. Sifen;

8 2. That Michael D. Sifen was served with a subpoena in connection with Far West  
9 Industries v. Rio Vista Nevada, LLC, Clark County District Court Case No. A-12-670352-F,  
10 calling for the production of records;

11 3. That the Affiant has examined the original of those records and has made a true  
12 and exact copy of them and that the reproduction of them attached hereto is true and complete;  
13 and

14 4. That the original of those records was made at or near the time of the acts, events,  
15 conditions, opinion, or diagnosis recited therein by or from information transmitted by a person  
16 with knowledge in the course of a regularly conducted activity of the Affiant or the office or  
17 institution in which the Affiant is engaged.

18 FURTHER YOUR AFFIANT SAYETH NAUGHT.

19  
20 By: \_\_\_\_\_

21 Its: \_\_\_\_\_

22  
23 SUBSCRIBED and SWORN to before  
me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

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25 NOTARY PUBLIC

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**EXHIBIT C**

**Subdivisions (c) and (d) of Rule 45 of the Nevada Rules of Civil Procedure**

**(c) Protection of Persons Subject to Subpoena.**

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2)(A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3)(A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it:

(i) fails to allow reasonable time for compliance;

(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held, or

(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or

(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party,

the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

**(d) Duties in Responding to Subpoena.**

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

**(e) Contempt.** Failure by any person without adequate excuse to obey a subpoena served upon that person may be deemed a contempt of the court from which the subpoena issued.