

IN THE SUPREME COURT OF THE STATE OF NEVADA

MICHAEL J. MONA, JR., an individual,

Appellant,

vs.

FAR WEST INDUSTRIES, a California
corporation,

Respondent.

Case No.: 73815

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Appeal from the Eighth Judicial District
Court, The Honorable Joe Hardy
Presiding.

APPELLANT'S APPENDIX
(Volume 3, Bates Nos. 474-696)

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I	Writ of Execution and Writ of Garnishment served October 31, 2016	Volume 16 Bates Nos. 3759–3769
J	Claim of Exemption forms from Clark County and the Self-Help Center	Volume 16 Bates Nos. 3770–3777
K	NRS 21.075	Volume 16 Bates Nos. 3778–3780
L	NRS 20.076	Volume 16 Bates Nos. 3781–3782
M	NRS 21.090	Volume 16 Bates Nos. 3783–3785
N	NRS 21.112	Volume 16 Bates Nos. 3786–3787
O	NRS 31.200	Volume 16 Bates Nos. 3788–3789
P	NRS 31.249	Volume 16 Bates Nos. 3790–3791

	Exhibits to Appendix of Exhibits Attached to Memorandum of Points and Authorities in Support of Claim of Exemption and Motion for Discharge of Garnishment (cont.)	
Q	NRS 31.260	Volume 16 Bates Nos. 3792–3793
R	NRS 31.270	Volume 16 Bates Nos. 3794–3795
S	NRS 31.295	Volume 16 Bates Nos. 3796–3797
T	NRS 31.296	Volume 16 Bates Nos. 3798–3799
U	EDCR 2.20	Volume 16 Bates Nos. 3800–3801
Claim of Exemption from Execution (filed 11/10/16)		Volume 17 Bates Nos. 3802–3985
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) (filed 11/21/16)		Volume 17 Bates Nos. 3986–4002
	Exhibits to 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)	
Exhibit	Document Description	
1	Findings of Fact and Conclusions of Law (filed 03/06/12 Superior Court of California, County of Riverside)	Volume 17 Bates Nos. 4003–4019
2	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 (filed 06/21/16)	Volume 17 Bates Nos. 4020–4026
3	Writ of Execution	Volume 17 Bates Nos. 4027–4035
4	Documents from the Office of the Ex–Officio Constable	Volume 17 Bates Nos. 4036–4039
Affidavit of Service upon CV Sciences, Inc. FKA Cannavest Corp. (filed 11/23/16)		Volume 17 Bates Nos. 4040–4041

Order Continuing Hearing re Far West's Objection to Claim of Exemption from Execution on an Order Shortening Time (filed 12/06/16)		Volume 17 Bates Nos. 4042–4043
Notice of Entry of Order Continuing Hearing on Objection to Claim of Exemption (filed 12/07/16)		Volume 18 Bates Nos. 4044–4048
Opposition to Plaintiff's Motion for Attorney Fees and Costs Pursuant to NRS 18.010(2)(b) (filed 12/08/16)		Volume 18 Bates Nos. 4049–4054
Declaration of Rosanna Wesp (filed 12/15/16)		Volume 18 Bates Nos. 4055–4056
Order Regarding Mona's Claim of Exemption, Motion to Discharge, Memorandum of Points and Authorities, and Far West's Objection to Claim or Exemption Regarding October 2016 Garnishment (filed 01/09/17)		Volume 18 Bates Nos. 4057–4058
Notice of Entry of Order (filed 01/10/17)		Volume 18 Bates Nos. 4059–4063
Application for Issuance of Order for Arrest of Defendant Michael J. Mona, Jr. (filed 01/20/17)		Volume 18 Bates Nos. 4064–4066
	Exhibits to Application for Issuance of Order for Arrest of Defendant Michael J. Mona, Jr.	
Exhibit	Document Description	
1	Subpoena Duces Tecum to Michael D. Sifen	Volume 18 Bates Nos. 4067–4076
Michael J. Mona's Opposition to Application for Issuance of Order for Arrest of Defendant Michael J. Mona, Jr. (filed 02/06/17)		Volume 18 Bates Nos. 4077–4089
	Exhibits to Michael J. Mona's Opposition to Application for Issuance of Order for Arrest of Defendant Michael J. Mona, Jr.	
Exhibit	Document Description	
1	Decree of Divorce (filed 07/23/15)	Volume 18 Bates Nos. 4090–4096
Reply to Opposition to Application for Issuance of Order for Arrest of Defendant Michael J. Mona, Jr. (filed 02/14/17)		Volume 18 Bates Nos. 4097–4107
	Exhibits to Reply to Opposition to Application for Issuance of Order for Arrest of Defendant Michael J. Mona, Jr.	
Exhibit	Document Description	
A	Decree of Divorce (filed 07/23/15)	Volume 18 Bates Nos. 4108–4114

	Exhibits to Reply to Opposition to Application for Issuance of Order for Arrest of Defendant Michael J. Mona, Jr. (cont.)	
B	Nevada Secretary of State Entity Details for CV Sciences, Inc.	Volume 18 Bates Nos. 4115–4118
C	Executive Employment Agreement	Volume 18 Bates Nos. 4119–4136
	Exhibits to Reply to Opposition to Application for Issuance of Order for Arrest of Defendant Michael J. Mona, Jr. (cont.)	
D	Judgment Debtor Examination of Michael Mona	Volume 18 Bates Nos. 4137–4148
E	Residential Lease/Rental Agreement	Volume 18 Bates Nos. 4149–4152
F	Management Agreement	Volume 18 Bates Nos. 4153–4157
Claim of Exemption from Execution (filed 03/24/17)		Volume 18 Bates Nos. 4158–4164
Appendix of Exhibits Attached to Memorandum of Points and Authorities in Support of Claim of Exemption and Motion to Discharge Garnishment (filed 03/24/17)		Volume 18 Bates Nos. 4165–4167
	Exhibits to Appendix of Exhibits Attached to Memorandum of Points and Authorities in Support of Claim of Exemption and Motion to Discharge Garnishment	
Exhibit	Document Description	
A	Nevada Assembly Bill 247, Chapter 338, Page 699 (1989)	Volume 18 Bates Nos. 4168–4216
B	Decree of Divorce dated July 23, 2015	Volume 18 Bates Nos. 4217–4223
C	Rhonda’s Opposition to Motion to Intervene dated September 28, 2015	Volume 18 Bates Nos. 4224–4236
D	Mona’s September 29, 2015 Joinder to Rhonda’s Opposition	Volume 18 Bates Nos. 4237–4240
E	November 25, 2015 Order Denying Intervention and awarding fees and costs	Volume 18 Bates Nos. 4241–4243
F	Writ of Garnishment expiring April 29, 2016	Volume 18 Bates Nos. 4244–4245

	Exhibits to Appendix of Exhibits Attached to Memorandum of Points and Authorities in Support of Claim of Exemption and Motion to Discharge Garnishment (cont.)	
G	Writ of Garnishment served July 1, 2016	Volume 18 Bates Nos. 4246–4253
H	July 5, 2016 correspondence from Constable with Notice and Writ of Execution	Volume 18 Bates Nos. 4254–4263
I	Writ of Execution and Writ of Garnishment served October 31, 2016	Volume 18 Bates Nos. 4264–4274
J	Claim of Exemption forms from Clark County and the Self-Help Center	Volume 18 Bates Nos. 4275–4282
K	NRS 21.075	Volume 19 Bates Nos. 4283–4285
L	NRS 20.076	Volume 19 Bates Nos. 4286–4287
M	NRS 21.090	Volume 19 Bates Nos. 4288–4290
N	NRS 21.112	Volume 19 Bates Nos. 4291–4292
O	NRS 31.200	Volume 19 Bates Nos. 4293–4294
P	NRS 31.249	Volume 19 Bates Nos. 4295–4296
Q	NRS 31.260	Volume 19 Bates Nos. 4297–4298
R	NRS 31.270	Volume 19 Bates Nos. 4299–4300
S	NRS 31.295	Volume 19 Bates Nos. 4301–4302
T	NRS 31.296	Volume 19 Bates Nos. 4303–4304
U	EDCR 2.20	Volume 19 Bates Nos. 4305–4306
V	Check to Mike Mona, Writ of Execution, and Writ of Garnishment	Volume 19 Bates Nos. 4307–4323

Memorandum of Points and Authorities in Support of Claim of Exemption and Motion to Discharge Garnishment (filed 03/30/17)		Volume 19 Bates Nos. 4324–4359
Appendix of Exhibits Attached to Memorandum of Points and Authorities in Support of Claim of Exemption and Motion to Discharge Garnishment (filed 03/30/17)		Volume 19 Bates Nos. 4360–4362
	Exhibits to Appendix of Exhibits Attached to Memorandum of Points and Authorities in Support of Claim of Exemption and Motion to Discharge Garnishment	
Exhibit	Document Description	
A	Nevada Assembly Bill 247, Chapter 338, Page 699 (1989)	Volume 19 Bates Nos. 4363–4411
B	Decree of Divorce dated July 23, 2015	Volume 19 Bates Nos. 4412–4418
C	Rhonda’s Opposition to Motion to Intervene dated September 28, 2015	Volume 19 Bates Nos. 4419–4431
D	Mona’s September 29, 2015 Joinder to Rhonda’s Opposition	Volume 19 Bates Nos. 4432–4435
E	November 25, 2015 Order Denying Intervention and awarding fees and costs	Volume 19 Bates Nos. 4436–4438
F	Writ of Garnishment expiring April 29, 2016	Volume 19 Bates Nos. 4439–4440
G	Writ of Garnishment served July 1, 2016	Volume 19 Bates Nos. 4441–4448
H	July 5, 2016 correspondence from Constable with Notice and Writ of Execution	Volume 19 Bates Nos. 4449–4458
I	Writ of Execution and Writ of Garnishment served October 31, 2016	Volume 19 Bates Nos. 4459–4469
J	Claim of Exemption forms from Clark County and the Self-Help Center	Volume 19 Bates Nos. 4470–4477
K	NRS 21.075	Volume 19 Bates Nos. 4478–4480
L	NRS 20.076	Volume 19 Bates Nos. 4481–4482
M	NRS 21.090	Volume 19 Bates Nos. 4483–4485
N	NRS 21.112	Volume 19 Bates Nos. 4486–4487

	Exhibits to Appendix of Exhibits Attached to Memorandum of Points and Authorities in Support of Claim of Exemption and Motion to Discharge Garnishment (cont.)	
O	NRS 31.200	Volume 19 Bates Nos. 4488–4489
P	NRS 31.249	Volume 19 Bates Nos. 4490–4491
Q	NRS 31.260	Volume 19 Bates Nos. 4492–4493
R	NRS 31.270	Volume 19 Bates Nos. 4494–4495
S	NRS 31.295	Volume 19 Bates Nos. 4496–4497
T	NRS 31.296	Volume 19 Bates Nos. 4498–4499
U	EDCR 2.20	Volume 19 Bates Nos. 4500–4501
V	Check to Mike Mona, Writ of Execution, and Writ of Garnishment	Volume 19 Bates Nos. 4502–4518
W	Check to CV Sciences, Writ of Execution, and Writ of Garnishment	Volume 20 Bates Nos. 4519–4535
X	Affidavit of Service regarding March 15, 2017 service of Writ of Execution, and Writ of Garnishment from Laughlin Township Constable’s Office	Volume 20 Bates Nos. 4536–4537
Claim of Exemption from Execution (filed 03/30/17)		Volume 20 Bates Nos. 4538–4544
Order Regarding Far West’s Application for Issuance of Order for Arrest of Defendant Michael J. Mona, Jr. (filed 03/31/17)		Volume 20 Bates Nos. 4545–4546
Notice of Entry of Order (filed 04/03/17)		Volume 20 Bates Nos. 4547–4550
Memorandum of Points and Authorities in Support of Claim of Exemption and Motion to Discharge Garnishment (filed 04/20/17)		Volume 20 Bates Nos. 4551–4585
Claim of Exemption from Execution (filed 04/20/17)		Volume 20 Bates Nos. 4586–4592

Appendix of Exhibits Attached to Memorandum of Points and Authorities in Support of Claim of Exemption and Motion to Discharge Garnishment (filed 04/20/17)		Volume 20 Bates Nos. 4593–4595
	Exhibits to Appendix of Exhibits Attached to Memorandum of Points and Authorities in Support of Claim of Exemption and Motion to Discharge Garnishment	
Exhibit	Document Description	
A	Nevada Assembly Bill 247, Chapter 338, Page 699 (1989)	Volume 20 Bates Nos. 4596–4644
B	Decree of Divorce dated July 23, 2015	Volume 20 Bates Nos. 4645–4651
C	Rhonda’s Opposition to Motion to Intervene dated September 28, 2015	Volume 20 Bates Nos. 4652–4664
D	Mona’s September 29, 2015 Joinder to Rhonda’s Opposition	Volume 20 Bates Nos. 4665–4668
E	November 25, 2015 Order Denying Intervention and awarding fees and costs	Volume 20 Bates Nos. 4669–4671
F	Writ of Garnishment expiring April 29, 2016	Volume 20 Bates Nos. 4672–4673
G	Writ of Garnishment served July 1, 2016	Volume 20 Bates Nos. 4674–4681
H	July 5, 2016 correspondence from Constable with Notice and Writ of Execution	Volume 20 Bates Nos. 4682–4691
I	Writ of Execution and Writ of Garnishment served October 31, 2016	Volume 20 Bates Nos. 4692–4702
J	Claim of Exemption forms from Clark County and the Self-Help Center	Volume 20 Bates Nos. 4703–4710
K	NRS 21.075	Volume 20 Bates Nos. 4711–4713
L	NRS 20.076	Volume 20 Bates Nos. 4714–4715
M	NRS 21.090	Volume 20 Bates Nos. 4716–4718
N	NRS 21.112	Volume 20 Bates Nos. 4719–4720
O	NRS 31.200	Volume 20 Bates Nos. 4721–4722
P	NRS 31.249	Volume 20 Bates Nos. 4723–4724

	Exhibits to Appendix of Exhibits Attached to Memorandum of Points and Authorities in Support of Claim of Exemption and Motion to Discharge Garnishment (cont.)	
Q	NRS 31.260	Volume 20 Bates Nos. 4725–4726
R	NRS 31.270	Volume 20 Bates Nos. 4727–4728
S	NRS 31.295	Volume 20 Bates Nos. 4729–4730
T	NRS 31.296	Volume 20 Bates Nos. 4731–4732
U	EDCR 2.20	Volume 20 Bates Nos. 4733–4734
V	Check to Mike Mona, Writ of Execution, and Writ of Garnishment	Volume 20 Bates Nos. 4735–4751
W	Check to CV Sciences, Writ of Execution, and Writ of Garnishment	Volume 20 Bates Nos. 4752–4768
X	Affidavit of Service regarding March 15, 2017 service of Writ of Execution, and Writ of Garnishment from Laughlin Township Constable’s Office	Volume 21 Bates Nos. 4769–4770
Y	Affidavit of Service regarding April 3, 2017 service of Writ of Execution, and Writ of Garnishment from Laughlin Township Constable’s Office	Volume 21 Bates Nos. 4771–4788
Stipulation and Order Regarding Amended Nunc Pro Tunc Order Regarding Plaintiff Far West Industries’ Motion to Reduce Sanctions Order to Judgment (filed 04/24/17)		Volume 21 Bates Nos. 4789–4791
Notice of Entry Stipulation and Order Regarding amended Nunc Pro Tunc Order regarding Plaintiff Far West Industries’ Motion to Reduce Sanctions Order to Judgment (filed 04/25/17)		Volume 21 Bates Nos. 4792–4797
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) (filed 05/02/17)		Volume 21 Bates Nos. 4798–4817

	Exhibits to 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)	
Exhibit	Document Description	
1	Findings of Fact and Conclusions of law (filed 03/06/12 Superior Court of California Riverside)	Volume 21 Bates Nos. 4818–4834
2	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 (filed 06/21/16)	Volume 21 Bates Nos. 4835–4841
3	Nevada Secretary of State Entity Details for CV Sciences, Inc.	Volume 21 Bates Nos. 4842–4845
4	Answers to Interrogatories	Volume 21 Bates Nos. 4846–4850
Stipulation and Order Regarding Writ of Garnishment Served 04/03/17 and Claim of Exemption , and Vacating Related Hearing without Prejudice (filed 05/15/17)		Volume 21 Bates Nos. 4851–4854
Notice of Entry of Stipulation and Order Regarding Writ of Garnishment Served 04/03/17 and Claim of Exemption , and Vacating Related Hearing without Prejudice (filed 05/16/17)		Volume 21 Bates Nos. 4855–4861
Claim of Exemption from Execution (filed 05/23/17)		Volume 21 Bates Nos. 4862–4868
Appendix of Exhibits Attached to Memorandum of Points and Authorities in Support of Claim of Exemption and Motion to Discharge Garnishment (filed 05/23/17)		Volume 21 Bates Nos. 4869–4871
	Exhibits to Appendix of Exhibits Attached to Memorandum of Points and Authorities in Support of Claim of Exemption and Motion to Discharge Garnishment	
Exhibit	Document Description	
A	Nevada Assembly Bill 247, Chapter 338, Page 699 (1989)	Volume 21 Bates Nos. 4872–4920
B	Decree of Divorce dated July 23, 2015	Volume 21 Bates Nos. 4921–4927
C	Rhonda’s Opposition to Motion to Intervene dated September 28, 2015	Volume 21 Bates Nos. 4928–4940

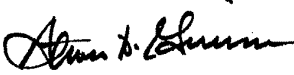
	Exhibits to Appendix of Exhibits Attached to Memorandum of Points and Authorities in Support of Claim of Exemption and Motion to Discharge Garnishment (cont.)	
D	Mona's September 29, 2015 Joinder to Rhonda's Opposition	Volume 21 Bates Nos. 4941–4944
E	November 25, 2015 Order Denying Intervention and awarding fees and costs	Volume 21 Bates Nos. 4945–4947
F	Writ of Garnishment expiring April 29, 2016	Volume 21 Bates Nos. 4948–4949
G	Writ of Garnishment served July 1, 2016	Volume 21 Bates Nos. 4950–4957
H	July 5, 2016 correspondence from Constable with Notice and Writ of Execution	Volume 21 Bates Nos. 4958–4967
I	Writ of Execution and Writ of Garnishment served October 31, 2016	Volume 21 Bates Nos. 4968–4978
J	Claim of Exemption forms from Clark County and the Self-Help Center	Volume 21 Bates Nos. 4979–4986
K	NRS 21.075	Volume 21 Bates Nos. 4987–4989
L	NRS 20.076	Volume 21 Bates Nos. 4990–4991
M	NRS 21.090	Volume 21 Bates Nos. 4992–4994
N	NRS 21.112	Volume 21 Bates Nos. 4995–4996
O	NRS 31.200	Volume 21 Bates Nos. 4997–4998
P	NRS 31.249	Volume 21 Bates Nos. 4999–5000
Q	NRS 31.260	Volume 21 Bates Nos. 5001–5002
R	NRS 31.270	Volume 21 Bates Nos. 5003–5004
S	NRS 31.295	Volume 21 Bates Nos. 5005–5006
T	NRS 31.296	Volume 21 Bates Nos. 5007–5008

	Exhibits to Appendix of Exhibits Attached to Memorandum of Points and Authorities in Support of Claim of Exemption and Motion to Discharge Garnishment (cont.)	
U	EDCR 2.20	Volume 21 Bates Nos. 5009–5010
V	Check to Mike Mona, Writ of Execution, and Writ of Garnishment	Volume 22 Bates Nos. 5011–5027
W	Check to CV Sciences, Writ of Execution, and Writ of Garnishment	Volume 22 Bates Nos. 5028–5044
X	Affidavit of Service regarding March 15, 2017 service of Writ of Execution, and Writ of Garnishment from Laughlin Township Constable’s Office	Volume 22 Bates Nos. 5045–5046
Y	Affidavit of Service regarding April 3, 2017 service of Writ of Execution, and Writ of Garnishment from Laughlin Township Constable’s Office	Volume 22 Bates Nos. 5047–5064
Z	Writ of Execution and Writ of Garnishment served May 9, 2017	Volume 22 Bates Nos. 5065–5078
Memorandum of Points and Authorities in Support of Claim of Exemption and Motion to Discharge Garnishment (filed 05/23/17)		Volume 22 Bates Nos. 5079–5114
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) (filed 06/05/17)		Volume 22 Bates Nos. 5115–5131
	Exhibits to 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)	
Exhibit	Document Description	
1	Findings of Fact and Conclusions of law (filed 03/06/12 in Superior Court of California Riverside)	Volume 22 Bates Nos. 5132–5148
2	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 (filed 06/21/16)	Volume 22 Bates Nos. 5149–5155

	Exhibits to 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) (cont.)	
3	Affidavit of Service by Laughlin Township Constable's Office	Volume 22 Bates Nos. 5156–5157
4	Affidavit of Service by Laughlin Township Constable's Office	Volume 22 Bates Nos. 5158–5159
Notice of Entry of Order Sustaining Plaintiff Far West Industries' Objection to Claim of Exemption from Execution (filed 07/19/17)		Volume 22 Bates Nos. 5160–5165
Ex Parte Motion for Order Allowing Judgment Debtor Examination of Michael J. Mona, Jr., Individually, and as Trustee of the Mona Family Trust Dated February 12, 2002 (filed 08/16/17)		Volume 22 Bates Nos. 5166–5179
Notice of Appeal (filed 08/18/17)		Volume 22 Bates Nos. 5180–5182
	Exhibits to Notice of Appeal	
Exhibit	Document Description	
1	Notice of Entry of Order Sustaining Plaintiff Far West Industries' Objection to Claim of Exemption from Execution (filed 07/19/17)	Volume 22 Bates Nos. 5183–5189
2	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 (filed 06/21/16)	Volume 22 Bates Nos. 5190–5199
Order for Examination of Judgment Debtor Michael J. Mona, Jr., Individually, and as Trustee of the Mona Family Trust dated February 12, 2002 (filed 08/18/17)		Volume 22 Bates Nos. 5200–5211
Far West Industries' Reply to CV Sciences Inc.'s Answers to Writ of Garnishment Interrogatories and Ex parte Request for Order to Show Cause Why CV Sciences Inc. Should Not be Subjected to Garnishment Penalties (filed 11/20/17)		Volume 22 Bates Nos. 5212–5223

	Exhibits to Far West Industries' Reply to CV Sciences Inc.'s Answers to Writ of Garnishment Interrogatories and Ex parte Request for Order to Show Cause Why CV Sciences Inc. Should Not be Subjected to Garnishment Penalties	
Exhibit	Document Description	
1	Answers to Interrogatories to be Answered by Garnishee	Volume 22 Bates Nos. 5224–5229
2	United States Securities and Exchange Commission, Form 10-K	Volume 22 Bates Nos. 5230–5233
3	Judgment Debtor Examination of Michael J. Mona, Jr.	Volume 22 Bates Nos. 5234–5241
4	Excerpts of Car Lease Documents	Volume 22 Bates Nos. 5242–5244
5	Excerpts of Life Insurance Premium Documents	Volume 22 Bates Nos. 5245–5250
6	Excerpts of Car Insurance Documents	Volume 23 Bates Nos. 5251–5254
7	Laughlin Constable Affidavit of Service	Volume 23 Bates Nos. 5255–5256
8	Laughlin Constable Affidavit of Mailing	Volume 23 Bates Nos. 5257–5258
9	Answers to Writ of Garnishment Interrogatories	Volume 23 Bates Nos. 5259–5263
10	Email Exchange between Andrea Gandara an Tye Hanseen June 26, 2017 through August 26, 2017	Volume 23 Bates Nos. 5264–5267
11	Email Exchange between Andrea Gandara an Tye Hanseen, November 2017	Volume 23 Bates Nos. 5268–5275
Docket of Case No. A670352		Volume 23 Bates Nos. 5276–5284

Exhibit E


CLERK OF THE COURT

1 MOT
2 LAW OFFICE OF DANIEL MARKS
3 DANIEL MARKS, ESQ.
4 Nevada State Bar No. 002003
5 CHRISTOPHER L. MARCHAND, ESQ.
6 Nevada State Bar No. 11197
7 610 South 9th Street
8 Las Vegas, Nevada 89101
9 (702) 386-0536; Fax (702) 386-6812
10 Attorney for Defendant

7 DISTRICT COURT
8 CLARK COUNTY, NEVADA
9

10 RHONDA HELENE MONA,
11 Plaintiff,

Case No. 15-517425-D
Dept. No. B

12 vs.

Date of Hearing: 10/ 8/ 15
Time of Hearing: 9: 00am

13 MICHAEL JOSEPH MONA,
14 Defendant,

15 vs.

16 FAR WEST INDUSTRIES, A
17 CALIFORNIA CORPORATION

18 Intervenor.
19 _____/

20 **FAR WEST'S MOTION TO INTERVENE, FOR A FINDING AND ORDER THAT THE**
21 **POST-MARITAL AGREEMENT IS VOID BASED ON THE PRINCIPLES OF RES**
22 **JUDICATA AND ISSUE PRECLUSION, AND THAT THE PLAINTIFF AND DEFENDANT**
23 **ARE JOINTLY LIABLE FOR THE JUDGMENT HELD BY INTERVENOR**

24 COMES NOW the proposed Intervenor Far West Industries, by and through its counsel, Daniel
25 Marks, Esq., and hereby submits its Motion to Intervene, For a Finding and Order that the Post-Marital
26 Property Settlement Agreement is void based on the principles of Res Judicata and Issue Preclusion, and
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28

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1 that the Plaintiff and Defendant are jointly liable for the judgment held by Intervenor. The grounds for
2 Intervenor's Motion are set forth in the attached Memorandum of Points and Authorities.

3 DATED this 4 day of September, 2015.

4 LAW OFFICE OF DANIEL MARKS

5
6 DANIEL MARKS, ESQ.
Nevada Bar No. 002003
7 CHRISTOPHER L. MARCHAND, ESQ.
Nevada Bar No. 11197
8 610 South 9th Street
9 Las Vegas, Nevada 89101
Attorney for Defendant

10 **NOTICE OF MOTION**

11 TO: RHONDA HELENE MONA, Plaintiff; and

12 TO: EDWARD L. KAINEN, ESQ., Counsel for Plaintiff, and .

13 TO: MICHAEL JOSEPH MONA, Defendant,

14 PLEASE TAKE NOTICE that the undersigned counsel will bring the above and foregoing Motion,
15 on for hearing before this Court on the 8th day of October 2015, at the hour of
16 9 o'clock a.m.

17 DATED this 4 day of September, 2015.

18 LAW OFFICE OF DANIEL MARKS

19
20 DANIEL MARKS, ESQ.
Nevada Bar No. 002003
21 CHRISTOPHER L. MARCHAND, ESQ.
22 Nevada Bar No. 11197
23 610 South 9th Street
24 Las Vegas, Nevada 89101
Attorney for Defendant

25 **MEMORANDUM OF POINTS AND AUTHORITIES**

26 I. **FACTUAL BACKGROUND**

27 While this action is newly filed before this Court, the true start of legal proceedings in this matter
28 began in March of 2008 when Proposed Intervenor Far West Industries (hereinafter "Far West") filed an

1 action in the state of California against Rio Vista Nevada, LLC, World Development Inc., and Michael
2 Mona, Jr in case number RIC495966. That matter went to trial on September 23, 2011. The Court found
3 that Defendant Michael Mona (hereinafter "Michael") mislead Far West into purchasing lots in an at the
4 time yet developed master planned community. Specifically the Court found that Michael intentionally
5 defrauded Far West, made a negligent misrepresentation to Far West, breached the Common Law Duty
6 to Disclose, and committed Conspiracy to Commit Fraud. On March 5, 2012, the Court entered judgment
7 against the defendants in that case, including Michael in his individual capacity and as Trustee of the Mona
8 Family Trust. The judgment through the date of March 5, 2012 was for \$17,841,651.92. See Exhibit "1"
9 attached hereto.

10 Far West domesticated the judgment in the State of Nevada. Accordingly, Far West conducted
11 Judgment Debtor examinations against both Michael as well as Rhonda. Due to numerous
12 misrepresentations during those judgment debtor examinations Far West was eventually required to file
13 an Order to Show Cause as to why both of the Monas should not be held in contempt in the Eighth Judicial
14 District Court case number A-12-670352-F. Judge Hardy in that case found that on April 27, 2012 Far
15 West properly obtained a Judgment against Michael and the Mona Family Trust and that the parties
16 executed a Post-Marital Property Settlement Agreement on or about September 13, 2013 which Michael
17 failed to produce during his judgment debtor examination. See Exhibit "2" attached hereto. The Court also
18 found that Michael "lied" and failed to disclose the transfer of nearly \$3.5 million to Rhonda during the
19 judgment debtor examination. *Id.* The Court went on to find that the money purportedly transferred from
20 Michael to Rhonda was community property as it was acquired during their marriage and that the judgment
21 against Michael was a community debt. *Id.* The Court concluded that the Post-Marital Property Settlement
22 Agreement was a fraudulent transfer intended to hinder, delay and defraud Far West in its efforts to execute
23 upon the judgment and the \$6,813,202.20 that remains of community property. *Id.* It appears that the
24 Monas are now attempting to take another bite at the apple by filing the present action in yet another
25 attempt to hinder Far West.

26 ////

27 ////

28 ////

1 **II. LEGAL ARGUMENT**

2 **A. FAR WEST SHOULD BE PERMITTED TO INTERVENE UNDER NEVADA**
3 **RULE OF CIVIL PROCEDURE 24(a) and (b)**

4 NRS 12.130 allows, before the trial commences, “any person . . . who has an interest in the matter
5 in litigation, in the success of either of the parties, or an interest against both” to intervene in an action
6 under the Nevada Rules of Civil Procedure. *See, e.g., Danberg Holdings Nevada, LLC, v. Douglas*
7 *County and Its Board of County Commissioners*, 115 Nev. 129, 978 P.2d 311 (1999). For the Reasons
8 set forth in the Statement of Facts, Far West has an interest in the matter and in the success of either of the
9 Parties or has an interest against both. Specifically, without the Intervention of Far West it is suspected
10 that the Monas were yet again going to take steps to hinder Far West’s collection efforts by getting this
11 Court to divide community property assets according to the already determined to be fraudulent Post-
12 Marital Property Settlement Agreement.

13 The Nevada Rules of Civil Procedure permit Far West to intervene in this action either as an
14 intervention of right or as permissive intervention. According to Nevada Rule of Civil Procedure 24:

- 15 (a) Intervention of Right. Upon timely application anyone shall be
16 permitted to intervene in an action: (1) when a statute confers an
17 unconditional right to intervene; or (2) when the applicant claims an
18 interest relating to the property or transaction which is the subject of
19 the action and the applicant is so situated that the disposition of the
20 action may as a practical matter impair or impede the applicant’s
21 ability to protect that interest, unless the applicant’s interest is
22 adequately represented by existing parties.
- 23 (b) Permissive Intervention. Upon timely application anyone may be
24 permitted to intervene in an action: (1) when a statute confers a
25 conditional right to intervene; or (2) when an applicant’s claim or
26 defense and the main action have a question of law or fact in
27 common. In exercising its discretion the court shall consider whether
28 the intervention will unduly delay or prejudice the adjudication of the
rights of the original parties.
- (c) Procedure. A person desiring to intervene shall serve a motion to
intervene upon the parties as provided in Rule 5. The motion shall
state the grounds therefor and shall be accompanied by a pleading
setting forth the claim or defense for which intervention is sought.
The same procedure shall be followed when a statute gives a right to
intervene.

1 1. FAR WEST SHOULD BE PERMITTED TO INTERVENE AS A MATTER OF
2 RIGHT UNDER NRCP 24(a)

3 Under NRCP 24(a)(2) an applicant must meet four requirements: (1) that it has a sufficient interest
4 in the litigation's subject matter, (2) that it could suffer an impairment of its ability to protect that interest
5 if it does not intervene, (3) that its interest is not adequately represented by existing parties, and (4) that
6 its application is timely. American Home Assurance Co. v. Dist. Ct., 122 Nev. 1229, 147 P.3d 1120,
7 1126 (2006).

8 Far West holds a judgment against the Monas of which they have repeatedly taken steps to hinder
9 the collection. The Monas are attempting to have this Court divide community property which another
10 Court has already determined is community property subject to collection by Far West the community
11 property debt judgment holder. Far West therefore has an interest in this litigation.

12 Far West is so situated that the disposition of that community property in which it has an interest
13 will impair or impede its ability to protect that interest. The Parties already attempted to enforce a Post-
14 Marital Property Settlement Agreement to give Rhonda millions of dollars in order to protect it from Far
15 West's judgment.

16 Far West's interest is not adequately protected by the existing parties are they are working in
17 collusion to try to impede Far West.

18 Far West's application is timely as it is believed that Michael has not even answered at this time.

19 2. FAR WEST SHOULD BE PERMITTED TO INTERVENE AS A PARTY
20 UNDER THE PRINCIPLES OF PERMISSIVE INTERVENTION

21 Far West additionally requests that it be permitted to intervene under NRCP 24(b)(1). Under
22 NRCP 24(b)(1) Far West has an interest in the Property at issue and its claim and the main action have
23 a question of law and fact in common—the validity of the Post-Marital Settlement Agreement and the
24 disposition of the parties' assets. Far West's intervention will not unduly delay or prejudice the
25 adjudication of the rights of Rhonda or Michael.

26 ////

27 ////

28 ////

1 **B. THE POST-MARITAL PROPERTY SETTLEMENT AGREEMENT SHOULD BE**
2 **HELD TO BE VOID**

3 As has already been discussed *supra*, the Monas' purported transfer of millions of dollars of
4 community property to the separate property of Rhonda through the Post-Marital Property Settlement
5 Agreement was a fraudulent transfer intended to hinder the ability of Far West to collect its judgment. The
6 monies transferred were community property money earned during the marriage NRS 123.220 and are
7 subject to collection of a community property debt incurred during the marriage. Randono v. Turk, 86
8 Nev. 123, 466 P. 218 (1970). The Parties are now attempting a sham divorce in order to hinder Far West,
9 which should not be allowed by this Court.

10 **C. RES JUDICATA REQUIRES THAT THIS COURT FIND THE POST-MARITAL**
11 **PROPERTY SETTLEMENT AGREEMENT TO BE FRAUDULENT**

12 The matter of whether the Post-Marital Property Settlement Agreement was fraudulent has already
13 been ruled on in case A-12-670352-F wherein the Court determined that the Mona's purported transfer is
14 a fraudulent transfer, and the facts proving the fraudulent transfer are deemed established. See Exhibit "2".
15 The Court further held that the parties are prohibited from claiming any money purportedly transferred
16 pursuant to the Post-Nuptial Agreement and any money held in bank accounts by Rhonda are exempt from
17 execution. *Id.*

18 Nevada recognizes the doctrines of Res Judicata and issue preclusion. As the Nevada Supreme
19 Court has noted, "[g]enerally, the doctrine of res judicata precludes parties or those in privity with them
20 from relitigating a cause of action or an issue which has been finally determined by a court of competent
21 jurisdiction." University of Nevada v. Tarkanian, 110 Nev. 581, 598, 879 P.2d 1180, 1191 (1994) (citing
22 Horvath v. Gladstone, 97 Nev. 594, 597, 637 P.2d 531, 533 (1981); Gilbert v. Warren, 95 Nev. 296,
23 594 P.2d 696 (1979)). The Court went on to note that "[f]or res judicata to apply, three pertinent elements
24 must be present: (1) the issue decided in the prior litigation must be identical to the issue presented in the
25 current action; (2) the initial ruling must have been on the merits and have become final; and (3) the party
26 against whom the judgment is asserted must have been a party or in privity with a party to the prior
27 litigation." *Id.* (citing Horvath, 97 Nev. at 597, 637 P.2d at 531). However, Nevada law now recognizes
28 Res Judicata and issue preclusion as two distinct doctrines and these three factors apply only to Res

1 Judicata. Five Star Capital Corp. v. Ruby, 124 Nev. 1048, 1051, 194 P.3d 709, 710 (2008) (citing
2 Executive Mgmt. v. Ticor Title Ins. Co., 114 Nev. 823, 836, 963 P.2d 465, 473–74 (1998)). The factors
3 to look to in determining whether the doctrine of Res Judicata applies are “(1) there has been a valid, final
4 judgment in a previous action; (2) the subsequent action is based on the same claims or any part of them
5 that were or could have been brought in the first action; and (3) the parties or their privies are the same in
6 the instant lawsuit as they were in the previous lawsuit, or the defendant can demonstrate that he or she
7 should have been included as a defendant in the earlier suit and the plaintiff fails to provide a “good
8 reason” for not having done so.” Weddell v. Sharp, 131 Nev. Adv. Op. 28 (2015). The factors to look
9 to in determining whether the doctrine of issue preclusion applies are: “(1) the issue decided in the prior
10 litigation must be identical to the issue presented in the current action; (2) the initial ruling must have been
11 on the merits and have become final; ... (3) the party against whom the judgment is asserted must have
12 been a party or in privity with a party to the prior litigation”; and (4) the issue was actually and necessarily
13 litigated.” Five Star, 124 Nev. at 1055, 194 P.3d at 713.

14 The Doctrine of Res Judicata requires that this Court follow Judge Hardy’s determination that the
15 Post-Marital Property Settlement Agreement was fraudulent and void, that the Judgment obtained by Far
16 West is a community property debt, and that Rhonda is prohibited from claiming that the funds purportedly
17 transferred to her in the Agreement are her separate property. The first element set forth in Tarkanian is
18 met because there has been a valid final judgment in the District Court action. See Exhibit “2”. The
19 Second element is likewise met because Rhonda and Michael are attempting to relitigate issues which the
20 District Court has already ruled on. All of these three issues are identical to issues which would otherwise
21 be presented in the present litigation. There are several telling paragraphs in Rhonda’s complaint which
22 evidences that these exact issues which have already been decided are now being brought before this court:

23 “That the parties entered into a Post-Marital Property Settlement Agreement
24 on or about the 13th day of September, 2013, which is valid and enforceable
25 and should be adopted by the Court and incorporated into the final Decree of
26 Divorce in this matter.” See ¶ 4 of Complaint.

27 “That there are community property and debts of the parties herein to be
28 adjudicated by the Court.” See ¶ 6 of Complaint.

“That there is separate property of the Plaintiff, which should be confirmed
as her sole and separate property.” See ¶ 7 of Complaint.

1 "That there are separate property debts of the Defendant, which should be
2 confirmed as his sole and separate obligations." See ¶ 9 of Complaint.

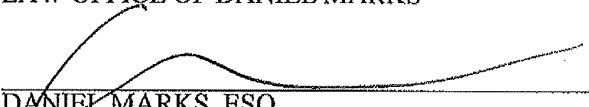
3 It should be noted that there is no mirror of ¶ 9 of the complaint which would confirm the separate property
4 debts of Rhonda to her. The second element set forth in Tarkanian is likewise met as the District Court
5 has heard the testimony of the parties on the merits and entered a final judgment. See Exhibit "2". The
6 third and final element as modified in Weddle is also met as Michael was a party to the District Court
7 litigation and Rhonda was at the time a trustee of the Mona Family Trust, and, subsequent to the action,
8 took part in the fraudulent Post-Marital Property Settlement Agreement.

9 The elements of the doctrine of issue preclusion are likewise met. The first factor to look to under
10 the Five Star analysis is whether the issue presented in this action is identical to an issue presented in a
11 prior action. As discussed *supra*, Rhonda is bringing identical issues before this Court which judge Hardy
12 has already ruled on. The second element is also met as Judge Hardy made a decision on the merits which
13 is final. See Exhibit "2". The third element is met because Michael was a party to the District Court
14 litigation and Rhonda was at the time a trustee of the Mona Family Trust, and, subsequent to the action,
15 took part in the fraudulent Post-Marital Property Settlement Agreement. The final element is met because
16 the issue was actually and fully litigated before the District Court which entered its final judgment. *Id.*

17 The matter regarding the fraudulent nature of the Post-Marital Property Settlement Agreement as
18 well as Rhonda's ability to claim any of the funds allegedly transferred under the Agreement as her
19 separate property has already reached a valid and final judgment. Res Judicata and issue preclusion
20 therefore bar subsequent litigation of the matter in the present case.

21 DATED this 4 day of September, 2015.

22 LAW OFFICE OF DANIEL MARKS

23
24 
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MOFI

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

Rhonda Helene Mona)
Plaintiff/XXXXXX)
-vs-)
Michael Joseph Mona)
Defendant/XXXXXX)
Far West Industries,)
Intervenor)

CASE NO. D-15-517425-D

DEPT. B

FAMILY COURT MOTION/OPPOSITION
FEE INFORMATION SHEET (NRS 19.0312)

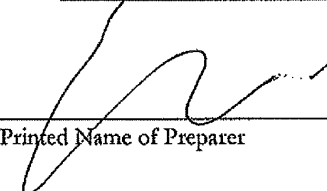
Party Filing Motion/Opposition: Intervenor
XXXXXXXXXXXX XXXXXXXXXX

MOTION XXXXXXXXXX TO Intervene

Notice	Excluded Motions/Oppositions
Motions and Oppositions to Motions filed after entry of final Decree or Judgment (pursuant to NRS 125, 125B & 125C) are subject to the Re-open Filing Fee of \$25.00, unless specifically excluded. (See NRS 19.0312)	<input checked="" type="checkbox"/> Motions filed before final Divorce/Custody Decree entered (Divorce/Custody Decree NOT final)
	<input type="checkbox"/> Child Support Modification ONLY
	<input type="checkbox"/> Motion/Opposition For Reconsideration (Within 10 days of Decree) Date of Last Order _____
	<input type="checkbox"/> Request for New Trial (Within 10 days of Decree) Date of Last Order _____
	<input type="checkbox"/> Other Excluded Motion _____ (Must be prepared to defend exclusion to Judge)
NOTE: If no boxes are checked, filing fee MUST be paid.	

☐ Motion/Opp IS subject to \$25.00 filing fee ☐ Motion/Opp IS NOT subject to filing fee

Date: September 4, 2015


Printed Name of Preparer

Daniel Marks, Esq.
Signature of Preparer

EXHIBIT “1”

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

MAR 06 2012

ROA

MAR 07 2012

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

FAR WEST INDUSTRIES, A CALIFORNIA) Case No. RIC495966
CORPORATION, PLAINTIFF V RIO VISTA NEVEDA,)
LLC., A NEVADA LIMITED LIABILITY; WORLD) JUDGE: Hon. Jacqueline Jackson
DEVELOPMENT, INC., A CALIFORNIA CORPORATION;) DEPT: J1
BRUCE MAIZE, AN INDIVIDUAL; MICHAEL J. MONA,) FINDINGS OF FACT AND
JR., AN INDIVIDUAL, AND DOES 1 THROUGH 100,) CONCLUSIONS OF LAW
INCLUSIVE, DEFENDANTS)
Action Filed: March 24, 2008
Trial Date: September 23, 2011

On September 23, 2011, the above-referenced action came on for trial before the Honorable Jacqueline C. Jackson, Judge presiding. Plaintiff Far West Industries, a California corporation ("Far West") was represented by Robert L. Green & Hall, APC. Defaults were taken against Defendants Rio Vista Nevada, LLC, a Nevada limited liability company ("RVN") and World Development, Inc., a California corporation ("World Development") on October 7, 2010. Defendant Michael J. Mona, Jr. ("Mona"), both individually and as a Trustee of the Mona Family Trust dated February 21, 2002, was represented by Howard Golds and Jerry R. Dagrella of Best, Best and Krieger, LLP. After considering the trial testimony and evidence, the Court issued its Statement of Tentative Decision on November 30, 2011. Pursuant to Rule 3.1590(c)(3)

1 of the California Rules of Court, Far West was directed to prepare these Findings of Fact and
2 Conclusions of Law. The court has edited them and this is the final version.

3 **I. Summary of Facts and Evidence**

4 **A. Mona Acquires the Project**

- 5 1. Michael Shustek ("Shustek") was for all times relevant herein the President of Vestin
6 Mortgage, Inc. ("Vestin").
- 7 2. Vestin is a mortgage broker who lends money from Vestin-controlled Real Estate
8 Investments Trusts ("REITs").
- 9 3. Vestin had loaned money to Lynn Burnett ("Burnett"), who in 2003 was developing a
10 project which consisted of 1,362 lots in Cathedral City, California (the "Project").
- 11 4. 549 of those lots were being financed by Vestin (the balance by another lender), and
12 Burnett had defaulted on his loan.
- 13 5. Shustek asked Mona to purchase from Burnett that portion of the Project financed by
14 Vestin, and in doing so, agreed to loan Mona \$35 million of the REIT's money.
- 15 6. Shustek asked Mona to get involved even though Mona had no experience building a
16 master planned residential community.
- 17 7. Of the Vestin \$35 million loan, \$19,268,568.32 was paid to purchase the Project; this
18 was the amount needed to fully pay off Burnett's loan to Vestin.
- 19 8. \$9 million was to pay for the construction (the "Construction Loan") and \$3.6 million
20 was reserved to pay interest on the loan (the "Interest Reserve").
- 21 9. Mona formed RVN, a Nevada, single-purpose LLC to take title to the Project.
- 22 10. The Mona Family Trust dated February 21, 2002 ("Mona Family Trust") owned
23 100% of RVN.
- 24 11. Mona contributed no capital to RVN upon its formation. He formed that entity and
25 took title in its name "to avoid liability". He had no intention of making any personal
investment in the Project because it was "too risky".
12. Mona provided Vestin with a 12-month guaranty of the RVN loan (the "Guaranty")
by another single-purpose, Nevada entity that was owned solely by Mona and also
had no capital or assets, Emerald Suites Bonanza, LLC ("Emerald Suites").
13. For its part, Vestin (and not the REITs) was paid an initial fee of \$1.4 million from
the RVN loan proceeds.

1
2 **B. Mona Distributes Construction Loan Proceeds for Purposes Other than**
3 **Construction**

- 4 14. Mona began issuing checks from the Construction Loan.
5 15. More particularly, on February 9, 2004, the first draw was made on the Construction
6 Loan for \$2,448,481.82.
7 16. When that money was deposited into the RVN checking account three days later,
8 there was only \$2,118,776.38 left.
9 17. Mona "couldn't remember" what happened to the remaining \$329,705.55.
10 18. Mona and his wife are the sole Trustees and Beneficiaries of the Mona Family Trust
11 (a revocable trust). The Mona Family Trust was 100% owner of RVN at that time
12 and Mona was the only signatory on the RVN account.
13 19. There was \$900,00 paid to RVN on February 5, 2004.
14 20. This check was deposited into the RVN account, but does not show up on the RVN
15 Account Register.
16 21. Mona also paid \$702,000 from the Construction Loan to certain individuals and
17 entities at the express direction of Shustek, even though those individuals and entities
18 had never been affiliated with the Project, preformed no work on the Project, and
19 Mona did not even know who they were.
20 22. Mona then paid \$1,283,700 to the Mona Family Trust, himself, and MonaCo
21 Development Company (his Nevada construction company) from the Construction
22 Loan at the direction of Shustek who had told Mona that Mona could take a \$1
23 million fee for himself up front.
24 23. There was no provision in the RVN Operating Agreement for any of these payments.
25 24. The Court finds that Mona took the money for himself, the Mona Family Trust, and
MonaCo Development from RVN shortly after he acquired the Project.
25 25. At the time that Mona took that money, and also immediately paid the \$1.4 million
fee to Vestin and the \$702,000 to the Shustek-related individuals, RVN was insolvent.

26 **C. RVVA is Also Created at the Same Time**

- 27 26. Mona had only purchased 549 of the Project's 1,362 total lots.

1 27. Because it was all being developed at the same time, and Burnett was retaining the
2 balance of the Project, he and Mona created Rio Vista Village Associates, LLC
3 ("RVVA") to perform all of master plan community work which benefitted both parcels
4 jointly (infrastructure improvements such as streets, utilities, a clubhouse, a park,
5 landscaped detention basins, a water reservoir, a school, etc.).

6 28. Mona was the sole Manager of the RVN and one of the two Managers of the RVVA.

7 29. Mona retained his title and function as a Manager of RVN throughout the life of that
8 entity, and for all times relevant, he was in charge of all finances for the RVN and the
9 Project.

10 D. Mona Solicits World Development's Participation

11 30. Mona solicited World Development's involvement in the Project.

12 31. The Mona Family Trust sold 45% of RVN to World Development for \$45.

13 32. At that time, the Mona Family Trust also contributed \$55 in capital to RVN.

14 33. This \$100 from World Development and the Mona Family Trust was the only capital
15 ever contributed to RVN at any time.

16 34. For all times relevant hereafter, World Development's CEO and the designated
17 Manager of RVN was Bruce Maize ("Maize").

18 35. Mona remained Co-Manager of RVN with Maize.

19 E. The Project

20 36. Burnett defaulted on his other loan for the balance of the Project and filed
21 bankruptcy.

22 37. His interest in RVVA was thereafter acquired by WHP Rio Vista, LLC, which was
23 owned by Capstone Housing Partners, LLC ("Capstone").

24 38. By October of 2005, RVN had exhausted Interest Reserve.

25 39. Maize and Mona knew that the Project still required \$15 million in construction costs,
with 40% (\$6,000,000) owned by RVN under the RVVA Operating Agreement.

40. That \$6,000,000 sum did not include interest payments on the \$35 million loan
(which were as high as \$411,230.96 per month and which were no longer able to be paid
from the Interest Reserve since it had already been exhausted).

1 41. In an Amended Operating Agreement for RVVA, RVN allowed Capstone to become
2 a member of RVVA under certain conditions.

3 42. One such condition required Capstone to contribute just under \$1,500,000 to
4 reimburse RVN for construction costs.

5 43. World Development learned about Mona's above-referenced million-dollar-plus
6 payments from the Construction Loan to himself, his Family Trust and MonaCo
7 Development and demanded that it also receive a distribution of "profits" to World
8 Development in the amount of \$856,598.60, even though RVN had a negative net worth
9 of \$3.8 million at the time and no revenue from inception.

10 **H. January of 2006**

11 44. In January of 2006, the Construction Loan was coming due with no funds to pay it
12 off.

13 45. Mona and Vestin agreed to extend the Construction Loan for a short period of time
14 (three months), at the cost of \$700,000 in loan extension fees.

15 46. That \$700,000 came from the Construction Loan proceeds and it was paid to Vestin,
16 not the REITs.

17 47. Therefore as of January of 2006, Vestin had now collected an aggregate of
18 \$2.1 million on loan fees from the Project (\$1.4 million initial fee plus the \$700,000
19 extension).

20 48. The parties documented that extension in a January 3, 2006, Loan Extension
21 Agreement (the "Amendment").

22 49. Mona was concerned the Project was in financial trouble in January of 2006.

23 50. At that time, conversations took place between Maize and Mona about a plan to "sell
24 the asset, get the loan paid off, and move down the road."

25 51. That's also why at this time, RVN hired Park Place Partners to sell either the entire
Project, or any parts of it they could.

I. Far West Expresses Interest in the Project

52. In approximately January of 2006, Far West was considering purchasing a portion of
the Project.

53. One of the things requested by Far West was information about who was behind the
RVN and guarantying its obligations.

1 54. Scott Lissoy ("Lissoy") of Far West knew of Maize and held Maize in high regard.

2 55. While that relationship gave Far West some measure of comfort regarding this
3 Project, it still wanted to be sure that somebody had something financially at risk to make
4 sure that they would deliver to Far West critical infrastructure and critical water meters
after escrow closed.

5 56. Far West was purchasing 76 lots from RVN that were effectively an "island" in the
6 middle of a large undeveloped residential community.

7 57. If the infrastructure surrounding that island was not completed, Far West would have
no streets, water, electrical, cable, telephone, and the like to which it would connect.

8 58. It would also be in the midst of a master-planned community (clubhouse, swimming
9 pools, community parks, common areas everywhere, etc.) that would not be completed.

10 59. Any hope of successfully building and selling homes would be gone, and therefore
11 Far West wanted to insure that the infrastructure was going to be completed in a timely
manner (by the agreed date of November 1, 2006).

12 60. Maize represented to Lissoy that RVN and RVVA could complete all infrastructures
13 by November 1, 2006.

14 61. Far West therefore asked Maize to include specific Representation and Warranty in
the Purchase Agreements, thereby obligating RVN to complete that entire infrastructure
15 by November 1, 2006.

16 62. Far West also secured Representations and Warranties that confirmed what Maize
was telling it on behalf of RVN; all necessary water meters would be available to Far
17 West at the close of escrow and there was no claims either pending or threatened by any
entity that might otherwise negatively impact the development of Far West's lots and/or
18 the construction of the Project's infrastructure.

19 63. Finally, Far West asked Maize to confirm what he had told Lissoy; that the "Due
20 Diligence Documents" given by Maize to Far West included everything that was material
to the transaction.

21 64. Lissoy also asked Maize about who was financially behind RVN, and when Maize
22 and Robert Pippen (World Development's and RVN attorney) represented to Lissoy and
Ira Glasky of Far West that Mona was a man of substantial financial means who had
23 personally guaranteed the Vestin loan, Lissoy asked for written proof.

24 65. The next day, Richard Van Buskirk (on behalf of Maize) asked for written proof of
25 Mona's personal Guaranty.

1 66. Mona had in his possession an amendment to the Loan (the "Amendment"), a
2 document that he had signed in January, 2006 as an individual.

3 67. Therefore in response to the initial request from Lissoy, Mona's Office Manager (on
4 behalf of Mona and acting as his agent) provided Maize with the Amendment (and not
5 the actual Guaranty), since it represented him to be the Guarantor personally by separate
signature and it neither revealed that the Guaranty was from Emerald Suites nor that it
had expired.

6 68. The Amendment was forwarded to Far West the next day in response to its inquiries
7 regarding confirmation of Mona's personal Guaranty.

8 69. That proof of Guaranty was sent by Maize to Far West with a copy to Mona and
9 containing a note stating that a "copy of the loan extension with the Guarantee is
precedent to escrow closing).

10 **J. The Capstone Notice of Default**

11 70. RVN was in default on its capital contributions to RVVA, and on March 31, 2006,
12 Capstone (through Bert) sent Mona a formal Default Notice, demanding that RVN cure
its deficit in the RVVA account.

13 71. Capstone demanded that RVN contribute \$762,943 by April 14, 2006 and an
14 additional \$968,953 in the coming months.

15 72. Mona told Bert that RVN was out of money and would not be paying anything further
16 to RVVA.

17 73. Bert told Mona and Maize that Capstone would continue moving forward with only
its portion of the Project so that its investment was not placed in jeopardy.

18 74. Bert refused to contribute towards any of the infrastructure that benefited the RVN
19 property (including what was to be Far West's lots) unless and until RVN cured its
breach.

20 75. Bert also told them that he was keeping all of the water meters allocated to the Project
21 until RVN brought its account current.

22 76. Without a water meter, no developer could build and sell a home.

23 77. Therefore as of the Spring of 2006, RVN's portion of the Project had no realistic
24 chance of completion.
25

1 K. May of 2006

2 78. By May of 2006, Cathedral City (the "City") had become very concerned with the
3 Project's innumerable problems and lack of progress.

4 79. By that time, the Project's infrastructure was far from complete (including a \$5
5 million off-site water reservoir, a recreation center and common area amenities).

6 80. The City was threatening to shut down Phase II of the Project (which included the Far
7 West lots) altogether.

8 81. Also at this time, the Vestin loan was again coming due and Mona negotiated another
9 short (three month) extension.

10 82. These short extensions were costly in terms of large extension fees demanded and
11 subsequently paid to Vestin (and not the REITs) totaling \$1,700,000 along with interest
12 rate increases (rising from 8% to as high as 14.5%).

13 83. At this point, Vestin had now taken over \$3 million in total fees from the loan
14 proceeds provided to Mona by the REITs (which at this point in time had funded all of
15 Mona's financial requirements in this Project).

16 84. The Project was already \$1,913,636 over budget as of May 16, 2006, and RVN was
17 both out of cash and in default of its obligations to RVVA.

18 85. Mona knew that this cost overrun was important and needed to be disclosed to Far
19 West.

20 86. The same is true with respect to the Capstone Default Notice: Mona assumed that
21 Maize was telling Far West all of this during their negotiations.

22 87. Maize told Far West nothing about the RVVA default or the cost overruns, nor did he
23 provide Far West with the default letters/notices.

24 88. As of that point in time, Mona, World Development, and Vestin (and Vestin's related
25 parties) had taken \$7,521,254.65 (all but \$900,000 coming from the \$9 million
26 Construction Loan) that was not used by them for construction.

27 89. Also as of that date, there was still \$6,936,454.82 that needed to be contributed to
28 RVVA by RVN.

29 90. RVN therefore had a shortfall as of June 1, 2006, with no potential available source
30 of additional capital.

31 91. Neither Maize nor Mona disclosed this shortfall to Far West at any time prior to Far
32 West executing the Purchase Agreements.

1
2 92. Furthermore, neither Maize nor Mona ever told Far West that Mona, World
Development, and Vestin had taken \$7,521,254.65 from the Project.

3 L. Mona and Maize Mislead Far West into Purchasing Lots by Concealing the
4 Project's True State

5 93. Maize's negotiations with Far West were proceeding and he kept Mona informed.

6 94. Mona was responsible for all finances on behalf of RVN, and Maize told Lissoy that
7 all decisions must therefore be made jointly with Mona.

8 95. Furthermore, the draft Purchase Agreements (as the transaction was negotiated
between January and May of 2006) were sent to Mona for review and comment.

9 96. E-mail correspondence between Maize and Mona and addressing the Far West deal
10 started with the first draft agreement in January of 2006 and ended with the "final deal
11 points" on May 26, 2006 (five days before the Purchase Agreements with Far West were
signed).

12 97. On June 1, 2006, Far West signed two Purchase Agreements for 76 lots in the Project.

13 98. The combined purchase price under the agreements was \$6,430,961.45. Escrow for
14 72 of the lots closed on June 9, 2006, and escrow for the remaining 4 lots closed on
August 31, 2006.

15 99. The Purchase Agreements contain, among others, the following Representations and
16 Warranties which were deemed to be true as of the date of the Purchase Agreements were
signed and restated as of the date escrow closed:

17 100. "To the actual knowledge of the Seller, there are no...[a]ctions or claims pending or
18 threatened by any governmental or other party which could affect the Property"

19 101. "Seller warrants that none of RVVA's improvements outside or inside the Property
20 boundary shall preclude, limit or delay Buyer from developing the Property (including
obtaining building permits and/or certificates of occupancy...)"

21 102. "[A]ll improvements except the final lift of asphalt (surface or otherwise) on the
22 streets surrounding the Property (Rio Largo Road, Rio Guadalupe Road and Rio Madera
Road) will be complete by November 1, 2006

23 103. "Seller shall use diligent reasonable efforts to ensure that water meters are available
24 to Buyer, pending payment by Buyer of required meter and facilities fees..."
25

1 104. "To Seller's actual knowledge, the Due Diligence Documents constitute all of the
2 material documents relating to the Property in the Seller's possession as of the date of
this Agreement..."

3 105. "Each of the representations and warranties set forth in this Section 3 and in Section
4 6.2 is material to and is being relied upon by Buyer and the continuing truth thereof shall
constitute a condition precedent to Buyer's obligations hereunder".

5 106. All of these Representations and Warranties were false on June 1, 2006, and both
6 Maize and Mona knew they were false.

7 107. Maize and Mona knew that RVN was in default under RVVA Operations
8 Agreement, and that the Project was facing imminent failure.

9 108. Moreover, RVN's default had resulted in a pending claim by Capstone (sent directly
10 to Mona as RVN's Manager) which would preclude completion of the infrastructure,
delivery of water meters, and Far West's ability to develop and sell homes upon its lots.

11 109. Neither Maize nor Mona informed Far West that Capstone had informed them that it
12 would not contribute toward infrastructure construction benefiting the Far West lots or
that Capstone was retaining all water meters for the entire Project.

13 110. The failure to disclose those facts constituted a material breach of the Representation
14 and Warranty pertaining to RVVA's improvements not precluding, limiting, or delaying
Far West in its development efforts.

15 111. Furthermore, RVN was not using diligent commercially reasonable efforts to insure
16 that Far West obtained the required water meters, thereby materially breaching that
Representation and Warranty.

17 112. RVN did not complete all improvements except the final lift of asphalt by
18 November 1, 2006, which again constituted a material breach of the Purchase
Agreements.

19 113. Finally, Maize and Mona did not provide Far West with all "material documents
20 relating to the Property in Seller's possession as of the date of this Agreement" (June 1,
21 2006).

22 114. At no time did Maize or Mona provide Far West with the following material
23 documents: (1) the Capstone Default Notice; (2) correspondence from the City
threatening to shut down the Project; (3) documentation showing that the Project was \$2
24 million over budget; or (4) any documentation informing Far West that RVN was out of
money and unable to meet its financial commitments to RVVA.

25 115. The Purchase Agreements contain a provision awarding Far West liquidated
damages of \$1,200 per day for every day that RVN delays delivery of water meters.

1
2 116. To this day, those meters have not been delivered by RVN, and the per diem
damages calculated to the first day of trial are \$2,100,000.

3
4 117. Immediately after the first close of escrow, Bert wrote a second Default Notice to
Mona.

5
6 118. Here again, Bert threatened RVN that it would "cease to have any powers, rights, or
authorities" in connection with the management of RVVA and he confirmed that he told
Maize and Mona all along: Capstone "retain(s) the exclusive right to the use if all the
water meters acquired with such amounts funded solely by us".

7
8 119. This was two months before Far West closed the second escrow (August 31).

9
10 120. Neither Maize nor Mona provided Far West with the second Capstone Default
Notice or informed Far West about its existence.

11
12 121. Far West continued with the transaction and the second escrow closed.

13
14 122. In good faith, Far West proceeded with its short-lived plans for development.

15
16 123. The company spent another several million dollars in: (1) completing all of the in-
tract infrastructure in preparation for connecting to the Project infrastructure, which RVN
never completed; and (2) building three model homes and one production unit for sale.

17
18 124. The Far West project was an island of completed construction in the middle of
uncompleted streets, curbs, gutters, utilities, and the like.

19
20 **M. Mona Unilaterally Conveys RVN's Only Asset and Takes the Remaining**
21 **Funds for his and Maize's Personal Use**

22
23 125. Sometime in September of 2006 and less than 30 days after the second Far West
close of escrow but before the Vestin loan was due, Mona unilaterally decided to walk
away from the Project and give what remained of it back to Vestin.

24
25 126. Mona never informed Far West that RVN was transferring the remaining Property to
the lender right after Far West closed escrow.

127. RVN also has \$125,000 in its account at El Paseo Bank, which was RVN's only
bank account.

128. On or about November 13, 2006, Mona and Maize decided to take that money for
themselves via checks to the Mona Family Trust and World Development, despite having
received multiple letters from Far West alleging breach of the Purchase Agreements.

1 129. Far West had deposited \$32,846 into Escrow at the time of the original transaction,
2 and that money was being held to pay for certain infrastructure improvements that RVN
3 was going to perform.

4 130. Those improvements were never constructed.

5 N. Far West Suffers Damage

6 131. RVVA never completed the infrastructure and all of RVN's property interests were
7 conveyed to Vestin by Mona.

8 132. Because the infrastructure was incomplete, no developers could move forward with
9 the Project's remaining lots.

10 133. Far West was left with four fully-constructed and merchandized homes (3 models
11 and one production home), with no way to complete the rest of the development and/or to
12 sell anything.

13 134. Far West remained obligated to complete certain in-tract infrastructure, or risk a
14 claim on Far West's performance bond with the City.

15 135. All totaled, Far West invested \$11,138,411.45 into this Project (which includes the
16 per-diem delay damages under the Purchase Agreements).

17 136. With 10% pre-judgment interest through the first day of trial, the grand total is
18 \$16,886,132.16.

19 137. Daily damages of \$5,259.75 from September 23, 2011 until entry of Judgment are
20 comprised of the per diem penalty plus further pre-judgment interest on Far West's out-
21 of-pocket expenses at 10%.

22 O. Alter Ego

23 138. Mona and the Mona Family Trust failed to adequately capitalize RVN.

24 139. Mona commingled funds belonging to RVN, the Mona Family Trust, MonaCo
25 Development, and himself personally.

140. Mona diverted RVN's funds to other than RVN's uses.

141. Mona treated the assets of RVN as his own.

142. Mona used RVN as a mere shell, instrumentality, or conduit for his own personal
gain.

1 143. Mona diverted assets from RVN to Vestin, himself, MonaCo Development, and
2 World Development to the detriment of RVN's creditors

3 144. Maintaining legal separation between RVN, Mona, and the Mona Family Trust
4 would sanction fraud and promote injustice.

5 145. All actions taken by Mona in this regard were both in his individual capacity and in
6 his capacity as Trustee of the Mona Family Trust.

7 **II. Conclusions of Law**

8 **A. RVN Breached the Purchase Agreements**

- 9 1. RVN breached both Purchase Agreements with Far West and Far West suffered
10 damages proximately caused thereby.
- 11 2. Those fixed and readily-ascertainable damages total \$11,138,411.45, exclusively of
12 pre-judgment interest.
- 13 3. Pre-judgment interest calculated from the day each expense was incurred by Far West
14 through the first day of trial total \$5,727,720.71, and Far West is entitled to that
15 interest.
- 16 4. All Totaled, Far West suffered damages of \$16,886,132.16 as of September 23, 2011,
17 that were proximately caused by RVN's breaches of the Purchase Agreements.

18 **B. Mona, RVN, and World Development Intentionally Defrauded Far West**

- 19 5. Both Maize and Mona intentionally misrepresented material facts and concealed other
20 material facts from Far West as discussed above.
- 21 6. When Maize and Mona misrepresented and concealed those materials facts, they were
22 doing so on behalf of RVN as Members and Managers.
- 23 7. Furthermore, Maize made those same material misrepresentations and omitted those
24 material facts as the CEO and Shareholder of World Development.
- 25 8. Maize and Mona were under a duty to disclose those material facts that were
concealed from Far West, and Far West was unaware of those facts or Maize's and
Mona's concealment.
9. Maize and Mona acted with an intent to defraud Far West, Far West justifiably relied
upon Maize's and Mona's affirmative misrepresentations and omissions, and Far West
sustained damage

1 10. As a result of Mona's, RVN's, and World Development's intentional fraud, Far West
2 sustained damages totaling \$16,886.132.16 as of September 23, 2011 (with pre-
3 judgment interest included).

4 **C. Mona, RVN, and World Development are Liable for Negligent Misrepresentation**

5 11. Maize and Mona (on behalf of World Development and RVN) misrepresented material
6 facts without a reasonable ground for believing them to be true and omitted certain
7 material facts, with the intent to induce Far West's reliance on those facts
8 misrepresented or omitted.

9 12. Far West was ignorant of the truth, and justifiably relied upon Maize and Mona's
10 representations and omissions, thereby sustaining damage.

11 **D. Mona, RVN and World Development are liable for Breach of the Common Law**
12 **Duty to Disclose**

13 13. As a seller of real property, Mona, RVN, and World Development had a duty to
14 disclose to Far West all facts that materially affected the value of the property being
15 sold.

16 14. Maize and Mona failed to disclose the numerous facts referenced above which
17 materially affected the value of the property, and they knew that such facts were not
18 known to, or within the reach of diligent attention and observation of Far West.

19 15. As a result, Far West sustained the damage referenced above.

20 **E. Mona, RVN and World Development are all Liable for Conspiracy to Commit**
21 **Fraud**

22 16. Mona and Shustek agreed and conspired to defraud any potential purchasers of the
23 Project (which ultimately included Far West) by structuring this entire transaction to
24 appear to be a legitimate loan being made to a legitimate company (RVN) and
25 guaranteed by another legitimate company (Emerald Suites).

17 17. The conspiratorial agreement between Mona and Shustek was for them to take
18 millions of dollars for Vestin in the form of fees, to pay certain individuals and entities
19 unrelated to the Project a total of \$702,000, and for Mona and the Mona Family Trust
20 to personally reap an initial \$1 million profit.

21 18. Mona and Shustek also agreed that Mona would use what was left of the Construction
22 Loan to move the Project along far enough to find some unsuspecting developer to
23 purchase all or part of it from RVN.

24 19. At some point after the formation of that conspiracy, but no later than the Fall of 2005,
25 Maize joined them as a co-conspirator.

1 20. In exchange for agreeing; (1) to continue moving the Project along and seeking
2 unsuspecting developers to purchase it; and (2) to stay silent about the monies already
3 paid from the Construction Loan to Mona and Vestin, World Development was paid
4 \$858,598.60, which money was separate from any project management costs to which
5 it was to be paid.

6 21. The many wrongful acts done furtherance of that conspiracy are more fully set forth in
7 the Findings of Fact.

8 22. The Liability of Mona, RVN, and World Development is therefore joint and several as
9 a result of their conspiratorial agreement.

10 **F. Maize Acted as Mona's Agent**

11 23. Maize was Mona's actual and ostensible agent when Mona directed him to submit to
12 Far West the fraudulent Guaranty.

13 **II. MONA IS THE ALTER EGO OF RVN, AND TO THE EXTENT NECESSARY,**
14 **OF THE MONA FAMILY TRUST**

15 27. California law governs any alter ego analysis.

16 28. The alter ego doctrine applies to Limited Liability Companies.

17 29. Under California law, the alter ego doctrine is a viable theory of recovery against a
18 Trustee for actions taken in his or her representative capacity to benefit the Trust.

19 30. Accordingly, this finding of alter ego liability applies to Mona both in his individual
20 capacity and in his capacity as the Trustee of the Mona Family Trust.

21 31. There is such a unity of interest and ownership that the separate personalities of
22 RVN, the Mona Family Trust, and Mona no longer individually exist.

23 32. The acts of RVN are treated as those of the entity alone, an inequitable result will
24 follow.

25 33. Mona, individually and in his capacity as Trustee of the Mona Family Trust, are the
alter egos of RVN and therefore liable for any and all damages awarded against RVN.

34. To the extent necessary, Mona is the alter ego of the Mona Family Trust, and as a
result, both he and the Mona Family Trust are both liable for any and all damages
awarded herein against RVN.

1 **III. FAR WEST IS ENTITLED TO THE INTERPLEAD FUNDS**

2 35. Defendant Fidelity National Title Company filed a Cross-Complaint in Interpleader,
3 thereby depositing \$32,846 with the Court pursuant to Section 386.1 of the California
4 Code of Civil Procedure.

5 36. Far West is entitled to those funds, and the Clerk is hereby directed to pay those funds
6 to Far West forthwith.

7 **IV. JUDGMENT TO BE ISSUED**

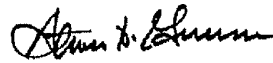
8 Judgment shall issue forthwith against Mona in his individual capacity and as Trustee of
9 the Mona Family Trust, RVN, and World Development in the amount of \$16,886,132.16 plus
10 daily additional damages of \$5,259.75 from September 23, 2011 until entry of Judgment, jointly
11 and severally; this amount totals \$17,841,651.92 as of March 5, 2012. Furthermore, that
12 judgment shall leave a blank for any award of any court costs and attorney's fees that will be the
13 subject of Far West's post-Judgment motions. Finally, the Clerk is directed to release the
14 \$32,846 interplead funds to Far West immediately.

15
16 Dated: March 5, 2012

17 
18 Hon. Jacqueline C. Jackson,
19 Judge Presiding
20
21
22
23
24
25

EXHIBIT “2”

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ORDER

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DISTRICT COURT

CLARK COUNTY, NEVADA

FAR WEST INDUSTRIES, a California
corporation,

Plaintiff,

v.

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

Defendants.

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

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

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

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

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

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

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

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

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

1 and/or was removed as a trustee.

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

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

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

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

16 13. All savings account passbooks, bank statements and
17 certificates of deposit for any and all accounts, in which you
18 owned any interest whatsoever, or from which you were
19 authorized to make withdrawals, whether said accounts were in
20 your name alone, in the name of any other person, or in your name
21 and another as joint tenants, for the period of five (5) years prior to
22 the date hereof.

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

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

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

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

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

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

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

10 A. About \$0.12 a share.

11 Q. And translate that into an aggregate.

12 A. About \$6 million.

13 Q. Did you cash out?

14 A. Yes.

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

16 A. Paid bills.

17 Q. What bills?

18 A. Paid off some debts that I had.

19 Q. What bills?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

28 ///

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

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

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

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

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

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

4 Based on the foregoing, and good cause appearing:

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

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

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

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

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

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

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

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

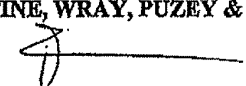
4 IT IS SO ORDERED.

5 Dated this 15th day of July, 2015.

6
7 
8 DISTRICT COURT JUDGE
9 MB

9 Submitted by:

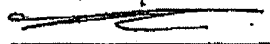
10 HOLLEY, DRIGGS, WALCH,
11 FINE, WRAY, PUZEY & THOMPSON

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17 400 S. Fourth Street, Third Floor
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19 *Attorneys for Plaintiff Far West Industries*

20 Approved as to Form and Content by:

21 MARQUIS AURBACH COFFING

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

Attorneys for Mr. and Mrs. Mona

EXHIBIT “3”

1 COMP
2 LAW OFFICE OF DANIEL MARKS
3 DANIEL MARKS, ESQ.
4 Nevada State Bar No. 002003
5 CHRISTOPHER L. MARCHAND, ESQ.
6 Nevada State Bar No. 11197
7 610 South 9th Street
8 Las Vegas, Nevada 89101
9 (702) 386-0536; Fax (702) 386-6812
10 Attorney for Defendant

11
12
13 EIGHTH JUDICIAL DISTRICT COURT
14 CLARK COUNTY, NEVADA
15

16 RHONDA HELENE MONA,
17
18 Plaintiff,

Case No.
Dept. No.

15-517425-D
B

19 vs.

20 MICHAEL JOSEPH MONA,
21
22 Defendant,

23 vs.

24 FAR WEST INDUSTRIES, A
25 CALIFORNIA CORPORATION

26 Intervenor.
27 _____ /

28 COMPLAINT

COMES NOW the Intervenor FAR WEST INDUSTRIES, and as and for its complaint against Plaintiff RHONDA HELENE MONA, and Defendant MICHAEL JOSEPH MONA, and each of them, alleges as follows:

1. The Intervenor, FAR WEST INDUSTRIES (hereinafter "Far West") is and was at all relevant times herein, a California Corporation licensed and doing business in the State of California.
2. The Plaintiff RHONDA HELENE MONA (hereinafter "Rhonda") is and at all times relevant hereto was, a resident of the State of Nevada, County of Clark.
3. The Defendant MICHAEL JOSEPH MONA (hereinafter "Michael") is and at all times

relevant hereto was, a resident of the State of Nevada, County of Clark.

GENERAL ALLEGATIONS

4. Far West sued Michael and the Mona Family Trust in the State of California case number RIC495966.
5. That matter went to trial on September 23, 2011.
6. The California Court found that Michael mislead Far West into purchasing lots in an at the time yet developed master planned community.
7. The California Court found that Michael intentionally defrauded Far West, made a negligent misrepresentation to Far West, breached the Common Law Duty to Disclose, and committed Conspiracy to Commit Fraud.
8. On March 5, 2012, the California Court entered judgment against the defendants in that case, including Michael in his individual capacity and as Trustee of the Mona Family Trust.
9. The judgment through the date of March 5, 2012 was for \$17,841,651.92.
10. Far West domesticated the judgment in the State of Nevada.
11. Far West conducted Judgment Debtor examinations against both Michael as well as Rhonda.
12. Due to numerous misrepresentations during those judgment debtor examinations Far West was eventually required to file an Order to Show Cause as to why both of the Monas should not be held in contempt in the Eighth Judicial District Court case number A-12-670352-F.
13. Judge Hardy in that case found that on April 27, 2012 Far West properly obtained a Judgment against Michael and the Mona Family Trust and that the parties executed a Post-Marital Property Settlement Agreement on or about September 13, 2013 which Michael failed to produce during his judgment debtor examination.
14. The Court also found that Michael "lied" and failed to disclose the transfer of nearly \$3.5 million to Rhonda during the judgment debtor examination.
15. The Court went on to find that the money purportedly transferred from Michael to Rhonda was community property as it was acquired during their marriage and that the judgment against Michael was a community debt.

16. The Court concluded that the Post-Marital Property Settlement Agreement was a fraudulent transfer intended to hinder, delay and defraud Far West in its efforts to execute upon the judgment and the \$6,813,202.20 that remains of community property.

FIRST CAUSE OF ACTION

(Declaratory Relief)

17. The Intervenor incorporates herein by this reference as though fully set forth herein, Paragraphs 1-16 above.

18. Intervenor is entitled to declaratory relief that the Post-Marital Property Settlement Agreement is void and fraudulent based upon the principles of Res Judicata and/or issue preclusion among other reasons.

19. Intervenor is entitled to declaratory relief that Rhonda is prohibited from claiming that the money purportedly transferred pursuant to the Post-Marital Property Settlement Agreement is her separate property.

20. Intervenor is entitled to declaratory relief that the funds money purportedly transferred pursuant to the Post-Marital Property Settlement Agreement are community property based upon the principles of Res Judicata and/or issue preclusion among other reasons.

21. Intervenor is entitled to declaratory relief that the judgment obtained by Far West is a community property debt based upon the principles of Res Judicata and/or issue preclusion among other reasons.

22. It has been necessary for Far West to retain the services of an attorney in order to prosecute this action, and it is entitled to its reasonable attorney's fees in connection therewith.

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1 **PRAYER FOR RELIEF**

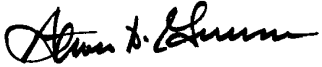
2 WHEREFORE, Intervenor, Far West, prays for judgment as follows:

- 3 1. For Declaratory Relief;
- 4 2. For a reasonable sum as and for attorneys' fees;
- 5 3. For costs of suit incurred herein;
- 6 4. For such other and further relief as this Court deems just and proper.

7 DATED this 4 day of September, 2015.

8 LAW OFFICE OF DANIEL MARKS

9 
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16 Las Vegas, Nevada 89101
17 Attorney for Defendant
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CLERK OF THE COURT

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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

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

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

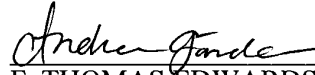
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1 This Motion is based upon the following Memorandum of Points and Authorities and the
2 pleadings and papers on file herein.

3 Dated this 12th day of October, 2015.

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

6 

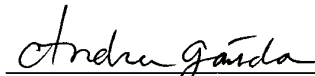
7 F. THOMAS EDWARDS, ESQ.
8 Nevada Bar No. 9549
9 ANDREA M. GANDARA, ESQ.
10 Nevada Bar No. 12580
11 400 South Fourth Street, Third Floor
12 Las Vegas, Nevada 89101

13 *Attorneys for Plaintiff Far West Industries*

14 **NOTICE OF MOTION**

15 YOU AND EACH OF YOU, will please take notice that the **SECOND MOTION TO**
16 **COMPEL APPLICATION OF PARTICULAR ASSETS TOWARDS SATISFACTION OF**
17 **JUDGMENT** will come on regularly for hearing on the 12 day of Nov, 2015, at the hour
18 of 9:00 am or as soon thereafter as counsel may be heard, in Department XV in the
19 above-referenced court.

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

22 

23 F. THOMAS EDWARDS, ESQ.
24 Nevada Bar No. 9549
25 ANDREA M. GANDARA, ESQ.
26 Nevada Bar No. 12580
27 400 South Fourth Street, Third Floor
28 Las Vegas, Nevada 89101

Attorneys for Plaintiff Far West Industries

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I.**

3 **BACKGROUND**

4 Far West holds a fraud judgment against Michael J. Mona, Jr. ("Mr. Mona"), among
5 others, for more than \$24,000,000.00 (the "Judgment"). On October 18, 2012, Far West
6 domesticated the Judgment in Nevada. See Applica[t]ion of Foreign Judgment. On June 30,
7 2015, Mr. Mona appeared for his judgment debtor examination and testified that he was owed a
8 2014 tax refund of \$55,541.00. Rather than applying any portion towards the Judgment, Mr.
9 Mona stated that he plans to spend the money on personal expenses:

10 **Q. Okay. Did you file 2014 tax returns?**

11 A. Yes.

12 **Q. Did you receive a refund?**

13 A. No. Not yet.

14 **Q. When do you expect to receive a refund?**

15 A. Hopefully.

16 **Q. When?**

17 A. Oh, I have no idea.

18 **Q. When did you file the 2014 tax returns?**

19 A. I believe Mr. Wilson filed them April 13th, 14th, something like
20 that.

21 **Q. Is there a reason you haven't received your refund yet?**

22 A. I have no idea.

23 **Q. Have you asked about it?**

24 A. Asked about it yesterday.

25 **Q. And?**

26 A. He'll check on it he said.

27 **Q. What do you intend to do with that money?**

28 A. Probably give it to Mona Co to pay bills.

1 **Q. What bills?**

2 A. Everyday living bills, expenses.

3 *See* Excerpt of Transcript of Judgment Debtor Examination of Mr. Mona on June 30, 2015,
4 attached hereto as **Exhibit 1**, 154:22-155:18

5 **Q. On the second page, you see the return identifies that you're**
6 **entitled to a refund of \$55,541?**

7 A. Correct.

8 **Q. Which you haven't received that yet?**

9 A. Correct.

10 *Id.* at 157:1-5.

11 Shortly after Mr. Mona's examination, the Court issued its Order Regarding Order to
12 Show Cause Why Accounts of Rhonda Mona Should Not Be Subject to Execution and Why the
13 Court Should Not Find Monas in Contempt (the "OSC Order"). *See* OSC Order dated July 15,
14 2015. The OSC Order states:

15 IT IS HEREBY FURTHER ORDERED that Mr. Mona, Mrs.
16 Mona, and the Monas collectively are prohibited from effectuating
17 any transfers or otherwise disposing of or encumbering any
18 property not exempt from execution and until the money in the
19 bank accounts in the name of Mrs. Mona are applied to Plaintiff's
20 Judgment.

21 *See* OSC Order at 10.

22 Mr. Mona appealed the OSC Order, and on July 20, 2015, the Nevada Supreme Court
23 issued an Order Granting Temporary Stay. *See* Order Granting Temporary Stay dated July 20,
24 2015, attached hereto as **Exhibit 2**. The Nevada Supreme Court subsequently issued an Order in
25 which it indicated that this Court was the proper venue to seek a supersedeas bond pending the
26 appeal. *See* Order dated August 31, 2015, attached hereto as **Exhibit 3**.

27 In the interim of the appeal, Mr. Mona was awarded "One-half of any tax refund received
28 for the 2014 tax year" as his sole and separate property according to the Decree of Divorce
29 issued by the Family Court on July 23, 2015. *See* Decree of Divorce dated July 23, 2015,
30 attached hereto as **Exhibit 4**.

31 On September 17, 2015, this Court held a hearing regarding Far West's Motion on an

1 Order Shortening Time for Bond Pending Appeal and ordered Mr. Mona to post a bond of
2 \$24,172,076.16 within seven (7) business days from the date of hearing or the stay pending
3 appeal would expire as to him. Mr. Mona failed to post the required bond. Accordingly, the stay
4 pending appeal has expired as to Mr. Mona and Far West's collections efforts to satisfy the
5 Judgment may proceed against him. Likewise, as the stay pending appeal has expired, the OSC
6 Order is enforceable against Mr. Mona, including "that Mr. Mona . . . [is] prohibited from
7 effectuating any transfers or otherwise disposing of or encumbering any property not exempt
8 from execution" See OSC Order at 10.

9 I.

10 **MR. MONA'S HALF OF THE 2014 TAX REFUND SHOULD BE**
11 **APPLIED TOWARDS SATISFACTION OF THE JUDGMENT**

12 NRS 21.320 expressly permits this Court to "order any property of the judgment debtor
13 not exempt from execution, in the hands of such debtor or any other person, or due to the
14 judgment debtor, to be applied toward the satisfaction of the judgment."

15 Here, Far West is entitled to have Mr. Mona's non-exempt assets applied toward the
16 satisfaction of the Judgment, including as his half of the \$55,541 tax return for the year 2014.
17 There is no longer a stay in place as to Far West's judgment collection efforts against Mr. Mona
18 and the OSC Order's prohibition of his dissipation of non-exempt assets is in effect. Therefore,
19 Far West respectfully requests that the Court order that Mr. Monas turnover his half of the 2014
20 tax refund so that it can be applied toward the satisfaction of the Judgment.

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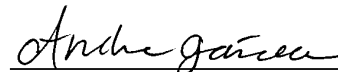
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CONCLUSION

For these reasons, Far West respectfully requests that this Court order Mr. Mona's half of any tax refund received for the 2014 tax year be applied toward satisfaction of the Judgment pursuant to NRS 21.320.

Dated this 12th day of October, 2015.

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



F. THOMAS EDWARDS, ESQ.
Nevada Bar No. 9549
ANDREA M. GANDARA, ESQ.
Nevada Bar No. 12580
400 South Fourth Street, Third Floor
Las Vegas, Nevada 89101

Attorneys for Plaintiff Far West Industries

CERTIFICATE OF ELECTRONIC FILING/SERVICE

I am an employee of Holley, Driggs, Walch, Fine, Wray, Puzey & Thompson. On the 12th day of October, 2015, I filed with this Court and electronically served in accordance with Administrative Order 14.2, to all interested parties, through this Court's Wiznet/Odyssey E-File & Serve, a true copy of the foregoing **SECOND MOTION TO COMPEL APPLICATION OF PARTICULAR ASSETS TOWARDS SATISFACTION OF JUDGMENT**, in the above matter, addressed as follows:

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Tye Hanseen, Esq.
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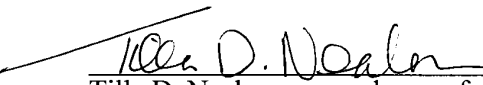

Tilla D. Nealon, an employee of
Holley, Driggs, Walch, Fine, Wray, Puzey &
Thompson

EXHIBIT 1

EXHIBIT 1

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DISTRICT COURT
CLARK COUNTY, NEVADA

FAR WEST INDUSTRIES, a)
California corporation,)
)
Plaintiff,) CASE NO: A-12-670352-F
)
vs.) DEPT NO: XV
)
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 I through 100,)
inclusive,)
)
Defendants.)
)

JUDGMENT DEBTOR EXAMINATION OF MICHAEL J. MONA, JR.

LAS VEGAS, NEVADA

TUESDAY, JUNE 30, 2015

REPORTED BY: BRITTANY J. CASTREJON, CCR NO. 926

JOB NO.: 252981

1 JUDGMENT DEBTOR EXAMINATION OF MICHAEL J. MONA,
2 JR., held at Holley, Driggs, Walch, Fine, Wray, Puzey,
3 Thompson, located at 400 South Fourth Street, Suite 300,
4 Las Vegas, Nevada 89101, on Tuesday, June 30, 2015, at
5 9:31 a.m., before Brittany J. Castrejon, Certified Court
6 Reporter, in and for the State of Nevada.

7

8

9 APPEARANCES:

10 FOR THE PLAINTIFF:

11

12 HOLLEY, DRIGGS, WALCH, FINE,
13 WRAY, PUZEY, THOMPSON
14 BY: F. THOMAS EDWARDS, ESQ.
15 BY: ANDREA GANDARA, ESQ.
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702-791-0308
tedwards@nevadafirm.com

17 For Defendant, Michael J. Mona, Jr.:

18

19 MARQUIS AURBACH COFFING
20 BY: TERRY COFFING, ESQ.
21 10001 Park Run Drive
Las Vegas, Nevada 89145
702-856-8966
tcoffing@maclaw.com

22 Also Present: Ira Glasky
23 Albert Lissoy

24

25

1 Shustick?

2 A. No.

3 Q. Why's that?

4 A. Business. Bad business, I guess.

5 Q. Like what?

6 A. I believe I'm here because of Mike Shustick, and
7 that's enough to make me not want to talk with him. If
8 I was smart, I would have listened to Mr. Soy (phonetic
9 spelling) years ago, but I didn't.

10 Q. Are you an officer of Roen Ventures?

11 A. No.

12 Q. Are you a manager of Roen Ventures?

13 A. Whatever that agreement is that I signed. I
14 don't know if that's manager or consultant. I don't
15 know what the actual definition is, but to what the
16 document reads, that's what I am.

17 Q. Has the Mona Family Trust ever filed tax returns?

18 A. I believe so, yes.

19 Q. If you had copies of those, you would have
20 produced those in this case?

21 A. Yes.

22 Q. Okay. Did you file 2014 tax returns?

23 A. Yes.

24 Q. Did you receive a refund?

25 A. No. Not yet.

1 Q. When do you expect to receive a refund?

2 A. Hopefully.

3 Q. When?

4 A. Oh, I have no idea.

5 Q. When did you file the 2014 tax returns?

6 A. I believe Mr. Wilson filed them April 13th, 14th,
7 something like that.

8 Q. Is there a reason you haven't received your
9 refund yet?

10 A. I have no idea.

11 Q. Have you asked about it?

12 A. Asked about it yesterday.

13 Q. And?

14 A. He'll check on it he said.

15 Q. What do you intend to do with that money?

16 A. Probably give it to Mona Co to pay bills.

17 Q. What bills?

18 A. Everyday living bills, expenses.

19 Q. Your living expenses?

20 A. Whatever expenses that arise.

21 Q. But you're not going to deposit that into your
22 personal account?

23 A. I don't know what I'm doing with it. My wife
24 gets half of it obviously. She wants the whole thing,
25 and I told her no.

1 Q. On the second page, you see the return identifies
2 that you're entitled to a refund of \$55,541?

3 A. Correct.

4 Q. Which you haven't received that yet?

5 A. Correct.

6 Q. I'm going to direct your attention to page 5 of
7 Exhibit 18. Under interest and ordinary dividends, do
8 you see you reported a little over \$5,000 from Bank of
9 George?

10 A. Correct.

11 Q. Why are you receiving \$5,000 in interest from
12 Bank of George?

13 A. That's my wife's bank. I have no idea. I don't
14 deal with Bank of George.

15 Q. Why did you receive a little over \$15,000 in
16 interest from Roen Ventures?

17 A. I have no idea.

18 Q. In 2014 you don't know why you received that from
19 Roen Ventures?

20 A. I'm guessing that was my interest on the 2.6
21 prior to selling it to Mr. Mackay is what I have to
22 guess.

23 Q. Down at the bottom of this page, part three,
24 foreign accounts and trust.

25 Do you see where it asks if you've ever had an

1 STATE OF NEVADA)
2) SS:
3 COUNTY OF CLARK)

4 CERTIFICATE OF REPORTER

5 I, Brittany J. Castrejon, a Certified Court
6 Reporter licensed by the State of Nevada, do hereby
7 certify: That I reported the JUDGMENT DEBTOR
8 EXAMINATION OF MICHAEL J. MONA, JR., on Tuesday, June
9 30, 2015, at 9:31 a.m.;

10 That prior to being examined, the witness was
11 duly sworn by me to testify to the truth. That I
12 thereafter transcribed my said stenographic notes into
13 written form, and that the typewritten transcript is a
14 complete, true and accurate transcription of my said
15 stenographic notes. That the reading and signing of the
16 transcript was requested.

17 I further certify that I am not a relative,
18 employee or independent contractor of counsel or of any
19 of the parties involved in the proceeding; nor a person
20 financially interested in the proceeding; nor do I have
21 any other relationship that may reasonably cause my
22 impartiality to be question.

23 IN WITNESS WHEREOF, I have set my hand in my
24 office in the County of Clark State of Nevada, this 9th
25 day of July, 2015.

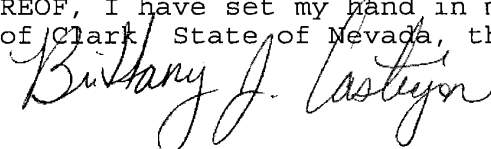

Brittany J. Castrejon, CCR NO. 926

EXHIBIT 2

EXHIBIT2

IN THE SUPREME COURT OF THE STATE OF NEVADA

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

vs.

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

Respondents,

and

FAR WEST INDUSTRIES,
Real Party in Interest.

No. 68434

FILED

JUL 20 2015

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

ORDER GRANTING TEMPORARY STAY

Petitioners have filed a motion to stay: (1) a district court order that imposes sanctions on the petitioners and allows real party in interest to execute upon the bank accounts of petitioner Rhonda Mona, and (2) the underlying district court proceedings. Our review of the motion indicates that a temporary stay is warranted, pending receipt and consideration of any opposition to the motion. Accordingly, we temporarily stay the July 15, 2015, order in Eighth Judicial District Court Case No. A-12-670352-F, as well as the proceedings below, pending further order of this court. Real party in interest shall file a response to the motion within 11 days from the date of this order.

It is so ORDERED.

Saitta, J.

Saitta

Gibbons, J.

Gibbons

Pickering, J.

Pickering

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

EXHIBIT 3

EXHIBIT 3

IN THE SUPREME COURT OF THE STATE OF NEVADA

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

vs.

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

Respondents,

and

FAR WEST INDUSTRIES,
Real Party in Interest.

No. 68434

FILED

AUG 31 2015

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

ORDER

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

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

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

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

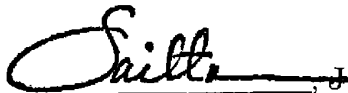
Finally, having considered the petition and reviewed the documents submitted with it, it appears that an answer to the petition will assist this court in resolving the matter. Therefore, real party in

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

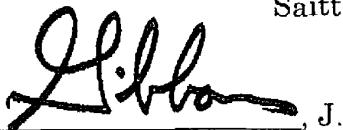
³We grant petitioners' motion to exceed the page limit for an opposition to a motion and direct the clerk to file the opposition received on August 25, 2015.

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

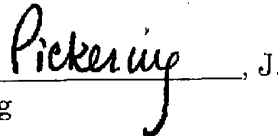
It is so ORDERED.



Saitta



Gibbons



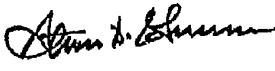
Pickering

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

EXHIBIT 4

EXHIBIT 4

Electronically Filed
07/23/2015 09:17:59 AM


CLERK OF THE COURT

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1 **DECD**
2 Edward Kainen, Esq.
3 Nevada Bar No. 5029
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10 FX: (702) 823-4488
11 Service@KainenLawGroup.com
12 Attorneys for Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

10 RHONDA HELENE MONA,

11 Plaintiff,

12 vs.

13 MICHAEL JOSEPH MONA,

14 Defendant.

CASE NO. D-15-517425-D
DEPT NO. B

Date of Hearing: July 23, 2015
Time of Hearing: 8:45 a.m.

DECREE OF DIVORCE

16 The above-entitled cause having come on for hearing this 23rd day of July, 2015, before
17 the above-entitled Court, Plaintiff, RHONDA HELENE MONA ("Wife"), present and represented by
18 and through her attorneys, EDWARD KAINEN, ESQ., and ANDREW L. KYNASTON, ESQ., of the
19 law firm of KAINEN LAW GROUP, PLLC; and Defendant, MICHAEL JOSEPH MONA ("Husband"),
20 present and represented by and through his attorney, TERRY A. COFFING, ESQ., and TYE S.
21 HANSEEN, ESQ., of the law firm of MARQUIS, AURBACH, COFFING; the Court having heard the
22 evidence of witnesses sworn and examined in open Court, the cause having been submitted for decision
23 and judgment, and the Court being fully advised, finds:

24 That the Court has jurisdiction in the premises, both as to the subject matter thereof as
25 well as the parties thereto; that Wife has been domiciled in this State for more than six weeks preceding
26 the commencement of this action, and that Wife is now domiciled in and is an actual, bona fide resident
27 of the State of Nevada.

28 Non-Trial Dispositions:
☐ Other ☐ of the State of Nevada ☐ the parties are entitled to an absolute Decree of Divorce on the grounds of
☐ Dismissed - Want of Prosecution ☐ Without Judicial Conf/Hg
☐ Involuntary (Statutory) Dismissal ☐ With Judicial Conf/Hg
☐ Default Judgment ☐ By ADR
☐ Transferred
Trial Dispositions:
☐ Disposed After Trial Start ☐ Judgment Reached by Trial

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1 incompatibility as set forth in Wife's Complaint for Divorce.

2 The Court finds that there are no minor children of the parties, none adopted, and that
3 Wife is not pregnant.

4 The Court further finds that the parties entered into a Post-Marital Property Settlement
5 Agreement (hereinafter "Agreement") on or about the 13th day of September, 2013, which this Court
6 determines has met the requirements of NRS 123.070, 123.080, and 123.130(1), which statutory
7 provisions permit married parties to enter into written contracts with regard to their property during the
8 marriage, including a right to transmute by such agreements community property to separate property,
9 and separate property to community property. See, Verheyden v. Verheyden, 104 Nev. 342, 757 P.2d
10 1328 (1988). Further, that in entering into the Agreement the parties provided full and fair disclosure,
11 each had the opportunity to consult with counsel (and indeed engaged counsel to assist them), and the
12 Agreement includes no provisions which would otherwise render the Agreement void or
13 unconscionable. See, Cord v. Neuhooff, 94 Nev. 21, 573 P.2d 1170 (1978), and Dimick v. Dimick, 112
14 Nev. 402, 915 P.2d 254 (1996). That upon equal division of community property Wife preserved the
15 majority of her separate property designated to her under the Agreement, while Husband's portion has
16 been dissipated by his spending and/or by his separate creditors or separate debts. This Court finds that
17 such post marital agreements are permissible by law.

18 The Court further finds that Husband is presently subject to a significant outstanding
19 judgment that was rendered against him personally, based upon a finding of fraud resulting from his
20 personal conduct in another legal action (Case No. A-12-670352-F) to which Wife was not a party nor
21 a named Defendant.

22 The Court further finds that said judgment and the liability associated therewith is the
23 sole and separate debt of Husband; Wife and her separate property assets as established under the
24 Agreement should not be subject to Husband's outstanding judgment. Husband shall indemnify,
25 defend, and hold Wife harmless from his separate debts.

26 ...

27 ...

28 ...

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1 The Court further finds that Husband has engaged in various personal acts, including but
2 not limited to those actions which resulted in the judgment against him in Case No. A-12-670352-F, and
3 actions substantially encumbering the marital residence without Wife's knowledge or consent, which
4 acts constitute marital waste and therefor entitle Wife to be able to receive her community property
5 share from assets that might otherwise be awarded to Husband in this divorce action, based upon the
6 holdings in Lofgren v. Lofgren, 112 Nev. 1282, 926 P.2d 296 (1996), and Puttermann v. Puttermann, 113
7 Nev. 606, 939 P.2d 1047 (1997).

8 THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the
9 bonds of matrimony heretofore and now existing between Husband and Wife be, and the same are
10 hereby wholly dissolved, and an absolute Decree of Divorce is hereby granted to Wife, and each of the
11 parties hereto is hereby restored to the status of a single, unmarried person.

12 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that commencing August
13 1, 2015, and continuing on the 1st day of each month thereafter, Husband shall be obligated to pay
14 periodic alimony to Wife in the amount of \$10,000.00 per month. Said obligation to pay alimony shall
15 continue until such time as Husband's death, Wife's death, or Wife's remarriage, which ever event
16 occurs first. This obligation shall be paid via a direct wage assignment through Husband's employer.

17 IT IS FURTHER ORDERED, ADJUDGED AND DECREED, to the extent Wife suffers
18 any loss to her sole and separate property resulting from or related to the outstanding fraud judgment
19 against Husband, any other separate debts of Husband, or Husband's failure to fulfill his obligations
20 herein, Wife shall be entitled to additional alimony sufficient to reimburse her for any such losses
21 pursuant to the holding in Siragusa v. Siragusa, 108 Nev. 987, 843 P.2d 807 (1992).

22 IT IS FURTHER ORDERED, ADJUDGE AND DECREED, based upon the findings
23 set forth herein-above, that the parties' Post-Marital Property Settlement Agreement is valid and
24 enforceable. Said Agreement is adopted by the Court and incorporated into this Decree and the assets
25 set forth therein are confirmed to each party as his/her sole and separate property, subject only to the
26 resolution of disputed third party claims in Case No. A-12-670352.

27 ...

28 ...

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1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED, concerning the parties'
2 marital residence located at 2793 Red Arrow Dr., Las Vegas, Nevada 89135 (hereinafter "Red Arrow
3 property") titled in The Mona Family Trust, which community asset has an estimated fair market value
4 of \$2,200,000.00, and is encumbered by a first mortgage in the amount \$1,172,402.97 owed to Bank
5 of America. Unbeknownst to Wife, Husband has further encumbered said residence by taking at least
6 three additional notes/obligations totaling approximately \$2,142,400.51, which resulted in the loss of
7 Wife's community property equity in said residence. Said actions by Husband constitute marital waste
8 and entitles Wife to receive her equal share from assets that might otherwise be awarded to Husband.
9 See, Lofgren v. Lofgren, 112 Nev. 1282, 926 P.2d 296 (1996), and Putterman v. Putterman, 113 Nev.
10 606, 939 P.2d 1047 (1997). But for Husband's improper actions, said residence would have equity in
11 the approximate amount of \$1,000,000.00, to which each party would have been entitled to one-half.
12 Said residence and the entirety of the liabilities and encumbrances thereon is therefor the sole and
13 separate obligation of Husband, and Wife's interest therein shall be offset by the award of other assets
14 as set forth herein. Husband shall indemnify, defend and hold Wife harmless therefrom.

15 IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the parties presently
16 hold 4,000,000 stock options in CannaVest, the value of which is unknown and cannot be determined
17 at this time, however, the parties acknowledge that the strike price for said options exceeds the current
18 market price. As a result of Husband's acts constituting marital waste, including those with respect to
19 the marital residence, Wife shall be awarded 3,000,000 shares of said stock options, and Husband shall
20 be awarded 1,000,000 stock options.

21 IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that from Wife's separate
22 property funds, she loaned approximately \$787,760.88 to their son, Michael Mona, III, for the purchase
23 of a home by their son. Accordingly, there is a \$787,760.88 receivable due to Wife from their son. Said
24 receivable is confirmed to Wife as her sole and separate property.

25 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the parties are entitled
26 to any returns on their respective separate property investments in the entity called ROEN. To the extent
27 any funds are recovered from said investments, they shall each be entitled to their separate property
28 investments.

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1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Wife shall further
 2 have confirmed as her sole and separate property the following:

- 3 1) Any and all bank accounts in Wife's name alone, including but not limited to her
- 4 separate property bank accounts at Bank of George and Bank of Nevada;
- 5 2) Wife's vehicle, 2014 Jaguar, free and clear of any encumbrances;
- 6 3) One-half of any tax refund received for the 2014 tax year;
- 7 4) The two family dogs, Rex and Lucky;
- 8 5) Wife's personal property, including her jewelry, clothing, and personalities; and
- 9 6) The furniture, furnishings, and firearms in her possession presently located in the Red
- 10 Arrow property.

11 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Husband shall further
 12 have confirmed as his sole and separate property the following:

- 13 1) Any and all bank accounts in Husband's name alone;
- 14 2) Husband's vehicle, 2006 Mercedes SL, free and clear of any encumbrances;
- 15 3) One-half of any tax refund received for the 2014 tax year; and
- 16 4) Husband's personal property, including his clothing, jewelry and personalities;
- 17 5) Any and all assets and liabilities held through the entity known as MONACO.

18 IT IS FURTHER ORDERED, ADJUDGE AND DECREED that Husband shall be solely
 19 responsible for his separate debts, including but not limited to the fraud judgment against him arising
 20 out of the case of Far West Industries v. Rio Vista Nevada, LLC, et. al. (Case A-12-670352-F), and shall
 21 indemnify, defend, and hold Wife harmless therefrom.

22 IT IS FURTHER ORDERED, ADJUDGE AND DECREED that Husband shall be solely
 23 responsible for his separate debt to Mike Sifen, and shall indemnify, defend and hold Wife harmless
 24 therefrom.

25 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each party shall
 26 submit the information required in NRS 125B.055, NRS 125.130 and NRS 125.230 on a separate form
 27 to the Court and the Welfare Division of the Department of Human Resources within ten (10) days from
 28 the date this Decree is filed. Such information shall be maintained by the Clerk in a confidential manner

1 and not part of the public record. Each party shall update the information filed with the Court and the
2 Welfare Division of the Department of Human Resources within ten (10) days should any of that
3 information become inaccurate.

4 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each party shall bear
5 his/her own attorney's fees and costs incurred in this matter.

6 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the parties herein sign
7 any and all documents necessary to effectuate the transfer of the property as set forth herein. Should
8 either party fail to execute any such documents, the Clerk of the Court shall be authorized to execute
9 such documents as necessary to effectuate the provisions of this Decree of Divorce.

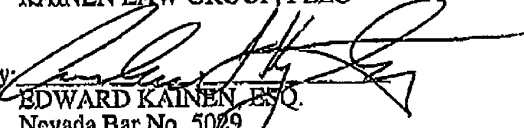
10 DATED and DONE this 3rd day of July, 2015.

11
12 
DISTRICT JUDGE

LINDA MARQUIS

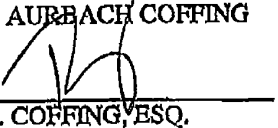
13 Submitted by:

14 KAINEN LAW GROUP, PLLC

15
16 By: 
EDWARD KAINEN, ESQ.
17 Nevada Bar No. 5029
ANDREW L. KYNASTON, ESQ.
18 Nevada Bar No. 8147
3303 Novat Street, Suite 200
19 Las Vegas, Nevada 89129
Attorneys for Plaintiff

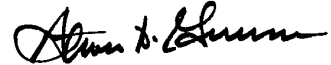
20 Approved as to Form and Content:

21 MARQUIS AURBACH COFFING

22
23 By: 
TERRY A. COFFING, ESQ.
24 Nevada Bar No. 4949
TYE S. HANSEEN, ESQ.
25 Nevada Bar No. 10365
10001 Park Run Drive
26 Las Vegas, Nevada 89145
Attorneys for Defendant
27
28

1 **ORDR**

2 **DISTRICT COURT**



CLERK OF THE COURT

3 **CLARK COUNTY, NEVADA**

4 FAR WEST INDUSTRIES, a California
5 corporation,

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

6 Plaintiff,

7 v.

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

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

13 Defendants.

14 **ORDER REGARDING MOTION ON AN ORDER**
15 **SHORTENING TIME FOR BOND PENDING APPEAL**

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

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

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

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

7 **Findings of Fact**

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

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

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

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

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

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

15 Conclusions of Law

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

20 As stated in *Nelson v. Heer*,

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

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

27 ³ *Id.* at 17:18-25.

28 ⁴ *Id.* at 11:9-25; 12:1-5.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3 Based on the foregoing, and good cause appearing:

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

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

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

12 **IT IS SO ORDERED.**

13 Dated this 11th day of October, 2015.

14 
15 DISTRICT COURT JUDGE
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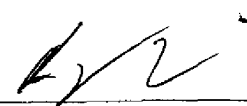
CERTIFICATE OF SERVICE

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

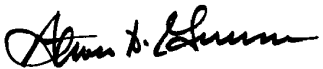
F. Thomas Edwards, Esq.
tedwards@nevadafirm.com

Terry Coffing, Esq.
tcoffing@macclaw.com

William Urga, Esq.
wru@juwww.com



Judicial Executive Assistant



CLERK OF THE COURT

MOT

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HOLLEY DRIGGS WALCH
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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

**PLAINTIFF FAR WEST INDUSTRIES'
MOTION FOR DETERMINATION OF
PRIORITY OF GARNISHMENT**

Plaintiff FAR WEST INDUSTRIES ("Far West"), by and through its attorneys, F. THOMAS EDWARDS, ESQ. and ANDREA M. GANDARA, ESQ. of the law firm of HOLLEY DRIGGS WALCH FINE WRAY PUZEY & THOMPSON, hereby files this Motion for Determination of Priority of Garnishment.

Far West respectfully requests that the Court grant its garnishment of Defendant MICHAEL J. MONA, JR.'s ("Mr. Mona") earnings from CannaVest Corp. ("Cannavest") priority over the alimony paid to Mr. Mona's ex-wife RHONDA HELENE MONA ("Ms. Mona") pursuant to NRS 31.249(5). Far West's garnishment should be granted priority because Far West's underlying judgment predates the alimony award to Ms. Mona and, unlike Ms.

1 Mona's alimony, Far West's Judgment is subject to certain limitations such that paying the
2 alimony first unfairly reduces garnishment payments to Far West.

3 This Motion is based upon the following Memorandum of Points and Authorities,
4 Affidavit of F. Thomas Edwards, Esq. ("Edwards Affidavit"), attached exhibits, and pleadings
5 and papers on file herein.

6 Dated this 16th day of February, 2016.

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

9 /s/ F. Thomas Edwards
10 F. THOMAS EDWARDS, ESQ.
11 Nevada Bar No. 9549
12 ANDREA M. GANDARA, ESQ.
13 Nevada Bar No. 12580
14 400 South Fourth Street, Third Floor
15 Las Vegas, Nevada 89101

16 Attorneys for Plaintiff Far West Industries
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1 **NOTICE OF MOTION**

2 YOU AND EACH OF YOU, will please take notice that **PLAINTIFF FAR WEST**
3 **INDUSTRIES' MOTION FOR DETERMINATION OF PRIORITY OF GARNISHMENT**
4 will come on regularly for hearing on the 21 day of MARCH, 2016, at the hour of
5 9:00A or as soon thereafter as counsel may be heard, in Department XV of the above-
6 referenced court.

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

9 /s/ F. Thomas Edwards
10 F. THOMAS EDWARDS, ESQ.
11 Nevada Bar No. 9549
12 ANDREA M. GANDARA, ESQ.
13 Nevada Bar No. 12580
14 400 South Fourth Street, Third Floor
15 Las Vegas, Nevada 89101

16 Attorneys for Plaintiff Far West Industries

17 **MEMORANDUM OF POINTS AND AUTHORITIES**

18 **I.**

19 **BACKGROUND**

20 On April 27, 2012, Far West obtained a Judgment of more than \$18 million from a
21 California state court against Mr. Mona and the Mona Family Trust dated February 21, 2002
22 ("Mona Family Trust"). See Judgment, attached hereto as **Exhibit 1**; Edwards Affidavit ¶ 3. Far
23 West domesticated the Judgment in Nevada, initiating the instant proceeding, Case No. A-12-
24 670325-F ("Judgment Collection Action"). See Applica[t]ion of Foreign Judgment, filed
25 October 18, 2012; Edwards Affidavit ¶ 3.

26 Pursuant to its Judgment, Far West has been garnishing Mr. Mona's wages since
27 December 2013. See Case Summary for Case No. 13LVTC044201, attached hereto as **Exhibit 2**
28 (reflecting garnishment of wages from Cannavest beginning December 30, 2013). Under prior
garnishments, Far West has been receiving payments of approximately \$1,950 on a biweekly
basis. Edwards Affidavit ¶ 4. On December 4, 2015, Far West obtained a new Writ of

1 Execution for earnings of Mr. Mona paid by Cannavest. See Writ of Execution, dated December
2 4, 2015, attached hereto as **Exhibit 3**; Edwards Affidavit ¶ 5. At the time the Writ of Execution
3 was issued, the net balance owed to Far West pursuant to its Judgment was \$24,617,537.81.
4 Writ of Execution, Ex. 3, p. 2. Pursuant to the duly granted Writ of Execution, on January 7,
5 2016, the Office of the Ex-Officio Constable for the Las Vegas Township (“Las Vegas
6 Constable”) served a Writ of Garnishment on Cannavest by delivering a copy of the Writ of
7 Garnishment with the statutory fee of \$5.00 to Kathleen Kelleher (“Ms. Kelleher”) at
8 Cannavest’s place of business, 2688 South Rainbow Boulevard, Las Vegas, Nevada. See Served
9 Writ of Garnishment, attached hereto as **Exhibit 4**.

10 On January 28, 2016, Far West’s counsel received Cannavest’s Answers to
11 Interrogatories in the Writ of Garnishment. See Writ of Garnishment With Answers to
12 Interrogatories from Cannavest, attached hereto at **Exhibit 5**; Edwards Affidavit ¶ 6. In its
13 Answers to Interrogatories, Cannavest reports that Mr. Mona’s gross earnings are \$11,538.46 on
14 a “weekly” basis. Id. at p. 4, Answer to Interrogatory No. 1; Edwards Affidavit ¶ 7. Cannavest
15 listed deductions required by law (not including child support) as \$8,621.62 on a “weekly” basis.
16 Id.

17 Counsel for Far West inquired of Mr. Mona’s counsel as to the amounts that compromise
18 the deductions required by law that Cannavest is excluding from Mr. Mona’s gross earnings.
19 See Edwards Affidavit ¶ 8; Email Chain Between Tom Edwards and Tye S. Hanseen, dated
20 January 29, 2016 through February 5, 2016 (“Deduction Emails”), attached hereto as **Exhibit 6**.
21 In response, Mr. Mona’s counsel reported the following deductions:

22 Federal Income Tax: \$3127.70

23 Social Security: \$712.01

24 Medicare: \$166.52

25 Alimony: \$4615.39

26 Edwards Affidavit 9; see Deduction Emails, Ex. 6.

27 The reported alimony payment apparently stems from Mr. Mona’s payment to his ex-
28 wife Ms. Mona through a direct wage assignment of Cannavest. See Decree of Divorce, filed

1 July 23, 2015, attached hereto as **Exhibit 7**, p. 3: 12-16. Based upon the deductions, current
2 payments to Far West have significantly decreased to less than \$750, which is a reduction of
3 approximately \$1,200 per payment. Edwards Affidavit ¶ 10.

4 **II.**

5 **LEGAL ANALYSIS**

6 Far West is seeking a determination from the Court that its garnishment of Mr. Mona's
7 earnings is in a priority position to the assignment of alimony payments to Ms. Mona pursuant to
8 NRS 31.249(5)¹ because Cannavest, as garnishee, is subject to more than one garnishment
9 regarding Mr. Mona, namely Far West's garnishment and the alimony to Ms. Mona.

10 Under NRS 31.249(5), the only statutory garnishment priority is for "the collection of
11 child support [which] must be given first priority." Moreover, under NRS 31.295, garnishment
12 of earnings is limited to either 25 percent of the judgment debtor's disposable earnings or the
13 amount by which the judgment debtor's disposable earnings exceed 50 times the federal
14 minimum hourly wage. NRS 31.295(2). However, this limitation does not apply to any court
15 ordered support, i.e., alimony. NRS 31.295(3)(a).

16 Here, Cannavest is prioritizing Ms. Mona's alimony over Far West's garnishment;
17 however, the Court should order Cannavest to first deduct Far West's garnishment for two
18 reasons. First, Far West's Judgment, which was entered in April 2012, predates the award of
19 alimony in the Decree of Divorce² in July 2015 and in Nevada, "[p]riority between a
20

21 ¹ NRS 31.249 Application to court for writ of garnishment.

22

23 5. If the named garnishee is the subject of more than one writ of garnishment regarding the
24 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.

25 NRS 31.249(5).

26 ² Although Mr. Mona and Ms. Mona testified that they had no plans to divorce at their prior
27 judgment debtor examinations held on June 26, 2015 and June 30, 2015, respectively, Ms. Mona
28 conveniently filed for divorce on July 2, 2015, just two days after this Court issued its Order to
Show Cause Why Accounts of Rhonda Mona Should Not Be Subject to Execution and Why the
Court Should Not Find Monas in Contempt ("Order to Show Cause"), electronically filed on

1 garnishment and an assignment depends on which interest is first in time.” First Interstate Bank
2 of Cal. v. H.C.T., 108 Nev. 242, 246, 828 P.2d 405, 408 (1992) (citing Bd. of Trustees of
3 Vacation Trust Carpenters Local No. 1780 v. Durable Developers, Inc., 102 Nev. 401, 415, 724
4 P.2d 736, 746 (1986)). Second, Ms. Mona’s alimony is not subject to the limitations that Far
5 West’s garnishment is subject to (25 percent of earnings) and paying Ms. Mona’s alimony first
6 has unfairly reduced Far West’s payments by more than \$1,000. Compare NRS 31.295(2)
7 (limiting amount that can be garnished from a person’s disposable earnings) with NRS
8 31.295(3)(a) (omitting support orders from limitation). Therefore, Far West is seeking a
9 determination of its priority and the method of satisfying the competing claims of Far West and
10 Ms. Mona.

11 **III.**

12 **CONCLUSION**

13 For these reasons, Far West respectfully requests that this Court order Cannavest to pay
14 Far West’s garnishments prior to assigning alimony payments to Ms. Mona pursuant to NRS
15 31.249(5).

16 Dated this 16th day of February, 2016.

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

19 /s/ F. Thomas Edwards
20 F. THOMAS EDWARDS, ESQ.
21 Nevada Bar No. 9549
22 ANDREA M. GANDARA, ESQ.
23 Nevada Bar No. 12580
24 400 South Fourth Street, Third Floor
25 Las Vegas, Nevada 89101
26 Attorneys for Plaintiff Far West Industries

27 _____ (continued)
28 June 30, 2015, and obtained the Decree of Divorce in less than one month, on July 23, 2015.

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Medicare: \$166.52

Alimony: \$4615.39

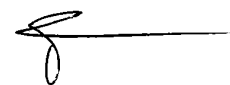
See Deduction Emails, Ex. 6.

10. Upon information and belief these deductions have significantly decreased current payments to Far West to less than \$750, which is a reduction of approximately \$1,200 per payment.

I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct to the best of my knowledge and belief.


FURTHER AFFIANT SAYETH NAUGHT.

Executed this 16th day of February, 2016.



F. THOMAS EDWARDS, ESQ.
COUNSEL FOR PLAINTIFF FAR WEST
INDUSTRIES

SUBSCRIBED AND SWORN to
before me this 16th day of February, 2016.


NOTARY PUBLIC



CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on February 16, 2016, 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 **PLAINTIFF FAR WEST INDUSTRIES' MOTION FOR DETERMINATION OF PRIORITY OF GARNISHMENT** 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.

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David S. Lee, Esq.
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GARAFALO
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Andrea M. Gandara, Esq.
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Las Vegas, NV 89101
E-mail: tedwards@nevadafirm.com
agandara@nevadafirm.com
nmoselev@nevadafirm.com

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1 I FURTHER CERTIFY that on February 16, 2016, I caused a true and correct copy of the
2 foregoing **PLAINTIFF FAR WEST INDUSTRIES' MOTION FOR DETERMINATION**
3 **OF PRIORITY OF GARNISHMENT** to be served to the parties below via first class mail:

4 James E. Whitmire, Esq.
SANTORO WHITMIRE
5 10100 West Charleston Boulevard,
Suite 250
6 Las Vegas, Nevada 89135
Attorney for Rhonda Helene Mona

Erika Pike Turner
GARMAN TURNER GORDON
650 White Drive
Suite 100
Las Vegas, Nevada 89119
Attorney for Roen Ventures, LLC

7 Tye S. Hanseen, Esq.
8 Terry A. Coffing, Esq.
MARQUIS AURBACH COFFING
9 1001 Park Run Drive
Las Vegas, NV 89145
10 Attorneys for CannaVest Corp.

11 /s/ Norma S. Moseley
12 An employee of Holley Driggs Walch
13 Fine Wray Puzey & Thompson
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EXHIBIT 1

EXHIBIT 1

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

APR 27 2012

HJV

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 ~~NONE PRO~~
~~TUNC~~

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

GREEN & HALL
ATTORNEYS AT LAW
RIVERSIDE, CALIFORNIA

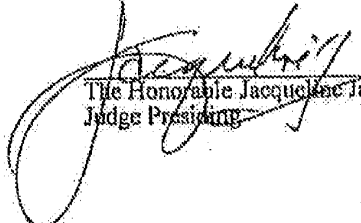
On February 23, 2012, the Honorable Jacqueline Jackson entered Finding of Fact and Conclusion of Law in the above-referenced matter. Based upon those Findings and Conclusion, Judgment is hereby entered in favor of Plaintiff Far West Industries, a California corporation and against the following Defendants, 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 ~~NONE PRO~~ TUNC

GREEN & HALL
ATTORNEYS AT LAW
GREENSBORO, NORTH CAROLINA

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

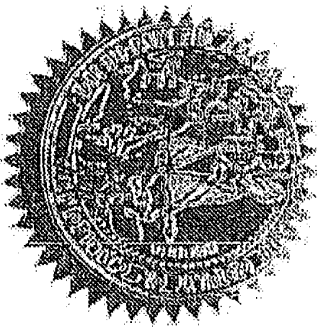
3 Dated: 4/27/12


The Honorable Jacqueline Jackson,
Judge Presiding

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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 7th 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

EXHIBIT 2

EXHIBIT 2

13LVTC044201 HAWLEY ESQ, JOHN R VS MONA, JR, MICHAEL J				
File Date	12/10/2013	Case Status	CLOSED	Case Status Date 12/10/2013
		Case Disposition	UNDISPOSED	Case Disposition Date

Party Information				
Party Name	Party Alias(es)	Party Type	Attorney(s)	Attorney Phone
HAWLEY ESQ, JOHN R		PLAINTIFF		
MONA, JR, MICHAEL J		DEFENDANT		

Financial Entries				
Receipt #	Date	Received From	Amount Paid	
1213585	04/01/2014	CANNAVEST	1,185.43	
	Payment		Fee	
	BUSINESS CHECK	1,185.43	LVTC EXEC PAYMENT	1,179.50
			LVTC COMMISSION	5.93
Receipt #	Date	Received From	Amount Paid	
1210280	03/18/2014	CANNAVEST	1,185.42	
	Payment		Fee	
	BUSINESS CHECK	1,185.42	LVTC EXEC PAYMENT	1,177.09
			LVTC COMMISSION	8.33
Receipt #	Date	Received From	Amount Paid	
1198362	01/22/2014	CANNAVEST	1,185.43	
	Payment		Fee	
	BUSINESS CHECK	1,185.43	LVTC EXEC PAYMENT	1,161.72
			LVTC COMMISSION	23.71
Receipt #	Date	Received From	Amount Paid	
1194595	01/06/2014	CANNAVEST	1,185.43	
	Payment		Fee	
	BUSINESS CHECK	1,185.43	LVTC EXEC PAYMENT	1,161.72
			LVTC COMMISSION	23.71
Receipt #	Date	Received From	Amount Paid	
1193282	12/30/2013	CANNAVEST	998.54	
	Payment		Fee	
	BUSINESS CHECK	998.54	LVTC EXEC PAYMENT	978.57
			LVTC COMMISSION	19.97

Receipt #	Date	Received From	Amount Paid
1189493	12/10/2013	FAR WEST INDUSTRIES	38.00
Payment		Fee	
BUSINESS CHECK		28.00	LVTC MILEAGE 20.00
BUSINESS CHECK		10.00	LVTC FEE 18.00

Docket Entries	
Date	Text
12/13/2013	SERVED Party Type: DEFENDANT Party: MONA JR, MICHAEL J Addr Type: OTHER ADDRESS Address: THE MARQUIS AURBACH COFFING CLIENT TRUST ACCT City: LAS VEGAS State: NV Zip: 89145 Miles: 10 Service: EXWLVTC Request By: PLAINTIFF: HAWLEY ESQ, JOHN R Docket Code: GARNISHMENT OF WAGES/BANKS OR MONIES Default Method: LAS VEGAS CONSTABLE DEPUTY / STAFF Issue Date: 12/10/2013 Garnish Net Balance: 20,971,973.66 Writ Fee: 10.00 Garnishment Fee: 5.00 Mileage Fee: 20.00 Levy Fee: 18.00 Sub Total: 20,972,026.66 Commission: 104,912.64 Total Levy: 21,076,939.30 Service Date: 12/12/2013 08:16 Return Date: 12/13/2013 Service By: MAHLER, DANNY R Received By: CARRIE KOVACS/ BOOKKEEPER Result of Service: SERVEDLVTC Assign/Post Date: 12/11/2013 Exp/Renew/Landlord Return Dt: 04/09/2014
12/11/2013	SUBTOTAL FOR SERVICE OF WRIT OF EXECUTION Receipt: 1193282 Date: 12/30/2013 Receipt: 1194595 Date: 01/06/2014 Receipt: 1198362 Date: 01/22/2014 Receipt: 1210280 Date: 03/18/2014 Receipt: 1213585 Date: 04/01/2014
12/11/2013	COMMISSION FOR SERVICE OF WRIT OF EXECUTION Receipt: 1193282 Date: 12/30/2013 Receipt: 1194595 Date: 01/06/2014 Receipt: 1198362 Date: 01/22/2014 Receipt: 1210280 Date: 03/18/2014 Receipt: 1213585 Date: 04/01/2014
12/10/2013	MILEAGE FEE \$2 A MILE Receipt: 1189493 Date: 12/10/2013
12/10/2013	GARNISHMENT OF WAGES/BANKS OR MONIES Receipt: 1189493 Date: 12/10/2013
12/10/2013	SERVICE ISSUED

EXHIBIT 3

EXHIBIT 3

1 **WRTE**
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*

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 **WRIT OF EXECUTION**

28 ☒ Earnings ☐ Other Property
29 ☐ Earnings. Order of Support

30 THE STATE OF NEVADA TO THE SHERIFF/CONSTABLE – CLARK COUNTY,
31 GREETINGS:

32 On April 27, 2012, a judgment, upon which there is due in United States Currency the
33 following amounts, was entered in this action in favor of Plaintiff Far West Industries as
34 judgment creditor and against Michael J. Mona, Jr. as judgment debtor. Interest and costs have
35 accrued in the amounts shown. Any satisfaction has been credited first against total accrued
36 interest and costs, leaving the following net balance, which sum bears interest at 10% per annum,
37 \$4,967.308 per day from issuance of this writ to date of levy and to which sum must be added all
38

10594-01/1608410

CLERK OF THE COURT

DEC 02 2015

RECEIVED

1	commissions and costs of executing this Writ.			
2	JUDGMENT BALANCE	AMOUNTS TO BE COLLECTED BY LEVY		
3	Judgment	<u>\$17,777.562.18</u>	NET BALANCE	<u>\$24,617.537.81</u>
4	Attorney's Fees	<u>\$327,548.84</u>	Fee this Writ	<u> </u>
5	Costs	<u>\$25,562.56</u>	Garnishment Fee	<u> </u>
6	JUDGMENT TOTAL	<u>\$18,130.673.58</u>	Levy Fee	<u> </u>
7	Accrued Costs	<u> </u>	Advertising	<u> </u>
8	Accrued Interest	<u>\$6,522.075.14</u>	Storage	<u> </u>
9	Less Satisfaction	<u>\$35,210.91</u>	Interest from	<u> </u>
10			Date of Issuance	<u> </u>
11	NET BALANCE	<u>\$24,617.537.81</u>	SUB-TOTAL	<u> </u>
12			Commission	<u> </u>
13			TOTAL LEVY	<u> </u>
14				<u>Total</u>

15 NOW THEREFORE, you are commanded to satisfy the judgment for the total amount
16 due out of the following described personal property and if sufficient personal property cannot be
17 found, then out of the following described real property: "Earnings," which means
18 compensation paid or payable for personal services performed in the regular course of business,
19 including, without limitation, compensation designated as income, wages, tips, a salary, a
20 commission or a bonus, of Judgment Debtor Michael J. Mona, Jr., paid by CannaVEST Corp.

21 (See below or exemptions which may apply)

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23
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26
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EXEMPTIONS WHICH APPLY TO THIS LEVY
(Check appropriate paragraph and complete as necessary)

☐ Property other than wages. The exemption set forth in NRS 21.090 or in other applicable Federal Statutes may apply, consult an attorney.

☒ Earnings

The amount subject to garnishment and this writ shall not exceed for any one pay period the lessor of:

A. 25% of the disposable earnings due the judgment debtor for the pay period, or

B. The difference between the disposable earnings for the period of \$100.50 per week for each week of the pay period.

☐ Earnings (Judgment or Order of Support)

A Judgment was entered for amounts due under a decree or order entered on _____, 20____, by the _____ for support of _____, for the period from _____, 20____, through _____, 20____, in _____ installments or \$ _____.

The amount of disposable earnings subject to garnishment and this writ shall not exceed for any one pay period:

☐ A maximum of 50 percent of the disposable earnings of such judgment debtor who is supporting a spouse or dependent child other than the dependent named above:

☐ A maximum of 60 percent of the disposable earnings of such judgment debtor who is not supporting a spouse or dependent child other than the dependent named above;

☐ Plus an additional 5 percent of the disposable earnings of such judgment debtor if and to extent that the judgment is for support due for a period of time more than 12 weeks prior to the beginning of the work period of the judgment debtor during which the levy is made upon the disposable earnings.

NOTE: Disposable earnings are defined as gross earnings less deductions for Federal Income Tax Withholding, Federal Social Security Tax and Withholding for any State, County or City Taxes.

You are required to return this Writ from date of issuance not less than 10 days or more than 60

1 days with the results of your levy endorsed thereon.

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Submitted By: 
(SIGNATURE)


F. THOMAS EDWARDS, ESQ.
Nevada Bar No. 9549
ANDREA M. GANDARA
Nevada Bar No. 12580
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

I hereby certify that I have this date
returned the foregoing Writ of Execution
with the results of the levy endorsed
thereon.

SHERIFF/CONSTABLE - CLARK
COUNTY

By: _____
Deputy Date

STEVEN D. GRIERSON, CLERK OF COURT

By: 
Deputy Clerk Date

MICHELLE MCCARTHY DEC 04 2015

RETURN

Not satisfied	\$	
Satisfied in sum of	\$	
Costs retained	\$	
Commission retained	\$	
Costs incurred	\$	
Commission incurred	\$	
Costs Received	\$	

REMITTED TO
JUDGMENT CREDITOR \$

EXHIBIT 4

EXHIBIT 4

INSTRUCTIONS TO SHERIFF/CONSTABLE- CLARK COUNTY

FAR WEST INDUSTRIES, a California corporation,

Plaintiff/Judgment Creditor.

--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; DOES 1 through 100, inclusive,

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

Defendants/Judgment Debtors.

Court (District, Justice, Municipal, Other)

District Court, Clark County, Nevada
SHERIFF/CONSTABLE – CLARK COUNTY

Case No.

\$ _____
Storage Deposit or Fees Collected

You are hereby instructed to levy by virtue of the accompanying Writ, in the above entitled suit, by following below instructions:

“Earnings,” which means compensation paid or payable for personal services performed in the regular course of business, including, without limitation, compensation designated as income, wages, tips, salary and/or salaries, commission and/or commissions, and bonus and/or bonuses, of Judgment Debtor Michael J. Mona, Jr., paid by CannaVEST Corp.

All amounts collected shall be paid to "FAR WEST INDUSTRIES":

**FAR WEST INDUSTRIES,
c/o F. Thomas Edwards, Esq.
Holley Driggs Walch
Fine Wray Puzey & Thompson
400 South Fourth Street, Third Floor
Las Vegas, Nevada 89101**

Last known address for CannaVEST Corp. is 2688 South Rainbow Boulevard, Suite B, Las Vegas, NV 89146

Please serve the Notice of Execution and Writ of Execution by Mail to the following:

Terry A. Coffing, Esq.
Tye S. Hanseen, Esq.
Marquis Aurbach Coffing
10001 Park Run Drive
Law Vegas, NV 89145

Counsel for Michael J. Mona, Jr.

SERVED

PRINT NAME

SIGNATURE

(Continued on following page)

10B TITLE

~~PRINT NAME~~

SIGNATURE

JOB TITLE

VTC#

01-12-'16 15:40 TO- 7027911912

FROM- LV CONSTABLE OFFICE P0002/0027 T-135 F-514

It is hereby acknowledged that vague or otherwise unenforceable instructions shall not be processed and will be returned to the preparer for redrafting. Bench Warrants must include DOB, and Social Security Number. Instructions to execute on vehicles must include VIN #, make, model, year, Lic. # and color. All other personal or real property attached or executed upon must have complete description. Advance money deposit is required with all instructions or property to be placed in storage or in custody of a keeper (NRS 31.065). Incomplete or unsigned instructions will not be accepted for service.

12/08/2015

Date

[Signature]

Signature of Attorney or Litigant

F. Thomas Edwards, Esq.
Andrea M. Gandara, Esq.
Holley Driggs Walch Fine Wray Puzey Thompson

Type or Print Name and Business

400 South Fourth St., Third Floor
Las Vegas, Nevada 89101

Address

(702) 791-0308

Telephone

S-34 (Rev. 06/88)

1 **WRTE**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*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.: XV27 **WRIT OF EXECUTION**28 ☒ **Earnings** ☐ **Other Property**
29 ☐ **Earnings. Order of Support**30 **THE STATE OF NEVADA TO THE SHERIFF/CONSTABLE - CLARK COUNTY,**
31 **GREETINGS:**32 On April 27, 2012, a judgment, upon which there is due in United States Currency the
33 following amounts, was entered in this action in favor of Plaintiff Far West Industries as
34 judgment creditor and against Michael J. Mona, Jr. as judgment debtor. Interest and costs have
35 accrued in the amounts shown. Any satisfaction has been credited first against total accrued
36 interest and costs, leaving the following net balance, which sum bears interest at 10% per annum,
37 \$4,967.308 per day from issuance of this writ to date of levy and to which sum must be added all
38

10594-01/1608410

CLERK OF THE COURT

DEC 02 2015

RECEIVED

1 commissions and costs of executing this Writ.

2 JUDGMENT BALANCE

AMOUNTS TO BE COLLECTED BY LEVY

3	Judgment	<u>\$17,777,562.18</u>	NET BALANCE	<u>\$24,617,537.81</u>
4	Attorney's Fees	<u>\$327,548.84</u>	Fee this Writ	<u> </u>
5	Costs	<u>\$25,562.56</u>	Garnishment Fee	<u>5.00</u>
6	JUDGMENT TOTAL	<u>\$18,130,673.58</u>	Levy Fee	<u>18</u>
7	Accrued Costs	<u> </u>	Advertising	<u> </u>
8	Accrued Interest	<u>\$6,522,075.14</u>	Storage	<u> </u>
9	Less Satisfaction	<u>\$35,210.91</u>	Interest from	<u> </u>

10

11		Date of Issuance	<u> </u>
12	NET BALANCE	<u>\$24,617,537.81</u>	SUB-TOTAL <u>24,617,572.81</u>
13		Commission	<u>123,140.37</u>
14		TOTAL LEVY	<u>24,740.37</u> Total
		Mileage fee	<u>12.00</u>

15 NOW THEREFORE, you are commanded to satisfy the judgment for the total amount
 16 due out of the following described personal property and if sufficient personal property cannot be
 17 found, then out of the following described real property: "Earnings," which means
 18 compensation paid or payable for personal services performed in the regular course of business,
 19 including, without limitation, compensation designated as income, wages, tips, a salary, a
 20 commission or a bonus, of Judgment Debtor Michael J. Mona, Jr., paid by CannaVEST Corp.

21 (See below for exemptions which may apply)

22

23

24

25

26

27

28

EXEMPTIONS WHICH APPLY TO THIS LEVY
(Check appropriate paragraph and complete as necessary)

☐ Property other than wages. The exemption set forth in NRS 21.090 or in other applicable Federal Statutes may apply, consult an attorney.

☒ Earnings

The amount subject to garnishment and this writ shall not exceed for any one pay period the lesser of:

A. 25% of the disposable earnings due the judgment debtor for the pay period, or

B. The difference between the disposable earnings for the period of \$100.50 per week for each week of the pay period.

☐ Earnings (Judgment or Order of Support)

A Judgment was entered for amounts due under a decree or order entered on _____, 20____, by the _____ for support of _____, for the period from _____, 20____, through _____, 20____, in _____ installments or \$ _____.

The amount of disposable earnings subject to garnishment and this writ shall not exceed for any one pay period:

☐ A maximum of 50 percent of the disposable earnings of such judgment debtor who is supporting a spouse or dependent child other than the dependent named above:

☐ A maximum of 60 percent of the disposable earnings of such judgment debtor who is not supporting a spouse or dependent child other than the dependent named above;

☐ Plus an additional 5 percent of the disposable earnings of such judgment debtor if and to extent that the judgment is for support due for a period of time more than 12 weeks prior to the beginning of the work period of the judgment debtor during which the levy is made upon the disposable earnings.

NOTE: Disposable earnings are defined as gross earnings less deductions for Federal Income Tax Withholding, Federal Social Security Tax and Withholding for any State, County or City Taxes.

You are required to return this Writ from date of issuance not less than 10 days or more than 60

1 days with the results of your levy endorsed thereon.

2

3 Submitted By:

STEVEN D. GRIERSON, CLERK OF COURT

4

(SIGNATURE)

By:

Deputy Clerk

Date

5

6 F. THOMAS EDWARDS, ESQ.

MICHELLE MCCARTHY

DEC 04 2015

7 Nevada Bar No. 9549

8 ANDREA M. GANDARA

9 Nevada Bar No. 12580

10 HOLLEY DRIGGS WALCH

11 FINE WRAY PUZEY & THOMPSON

12 400 South Fourth Street, Third Floor

13 Las Vegas, Nevada 89101

14 Telephone: 702/791-0308

15 Facsimile: 702/791-1912

16 Attorneys for Plaintiff

RETURN

17

18 I hereby certify that I have this date
19 returned the foregoing Writ of Execution
20 with the results of the levy endorsed
21 thereon.

Not satisfied \$

Satisfied in sum of \$

Costs retained \$

Commission retained \$

Costs incurred \$

22

23 SHERIFF/CONSTABLE - CLARK
24 COUNTY

Commission incurred \$

25

26 By:

Costs Received \$

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REMITTED TO
JUDGMENT CREDITOR \$

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Deputy

Date

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WRITG

F. THOMAS EDWARDS, ESQ.

Nevada Bar No. 9549

E-mail: tedwards@nevadafirm.com

ANDREA M. GANDRA, 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

WRIT OF GARNISHMENT**THE STATE OF NEVADA TO:**MICHAEL MONA, RESIDENT AGENT AND PRESIDENT
CANNAVEST CORPORATION
2688 SOUTH RAINBOW BOULEVARD
SUITE B
LAS VEGAS, NV 89146

You are hereby notified that you are attached as garnishee in the above entitled action and you are commanded not to pay any debt from yourself to Michael J. Mona, Jr., ("Defendant"), and that you must retain possession and control of all personal property, money, credit, debts, effects and choses in action of said Defendant in order that the same may be dealt with according to law. Where such property consists of wages, salaries, commissions or

1 bonuses, the amount you shall retain be in accordance with 15 U.S.C. § 1673 and NRS 31.295.
2 Plaintiff, Far West Industries believes that you have property, money, credits, debts, effects and
3 choses in action in your hands and under your custody and control belonging to said Defendant
4 described as: "Earnings," which means compensation paid or payable for personal services
5 performed in the regular course of business, including, without limitation, compensation
6 designated as income, wages, tips, a salary, a commission or a bonus, of Judgment Debtor
7 Michael J. Mona, Jr., paid by CannaVEST Corp.

8 **YOU ARE REQUIRED** within 20 days from the date of service of this Writ of
9 Garnishment to answer the interrogatories set forth herein and to return your answers to the

~~10 office of the Sheriff or Constable which issues the Writ of Garnishment. In case of your failure~~

11 to answer the interrogatories within 20 days, a Judgment by Default in the amount due the
12 Plaintiff may be entered against you.

13 **IF YOUR ANSWERS TO** the interrogatories indicate that you are the employer of
14 Defendant, this Writ of Garnishment shall be deemed to **CONTINUE FOR 120 DAYS**, or until
15 the amount demanded in the Writ is satisfied, whichever occurs earlier less any amount which is
16 exempt and less \$3.00 per pay period not to exceed \$12.00 per month which you may retain as a
17 fee for compliance. The \$3.00 fee does not apply to the first pay period covered by this Writ.

18 ...

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YOU ARE FURTHER REQUIRED to serve a copy of your answers to the Writ of Garnishment on Plaintiff's attorneys whose address appears below.

Dated this _____ day of _____, 2015.

Issued at direction of:

SHERIFF/CONSTABLE – CLARK COUNTY

By:

Title

Date _____

HOLLEY DRIGGS WALCH
FINE WRAY PUZEY & THOMPSON

F. THOMAS EDWARDS, ESQ., NV Bar No. 9549

~~E-mail: tedwards@nevadafirm.com~~

ANDREA M. GANDARA, ESQ., NV Bar No. 12580

E-mail: agandara@nevadafirm.com

400 South Fourth Street, Third Floor

Las Vegas, Nevada 89101

Telephone: 702/791-0308

Attorneys for Plaintiff

1 STATE OF NEVADA }

2 COUNTY OF CLARK }

ss:

3 The undersigned, being duly sworn, states that I received the within WRIT OF
 4 GARNISHMENT on the 07 day of JANUARY, 2016, and personally served the same on
 5 the 07 day of JANUARY, 2016 by showing the original WRIT OF GARNISHMENT,
 6 informing of the contents and delivering and leaving a copy, along with the statutory fee of
 7 \$5.00, with KATHLEEN KELLEHER at 2688 SOUTH RAINBOW, County of Clark, State of
 8 Nevada.

9 By:  9573

10 Title: _____

11
12 **INTERROGATORIES TO BE ANSWERED BY THE GARNISHEE UNDER OATH:**

13 1. Are you in any manner indebted to Defendants Michael M. Monahan, Jr., either in
 14 property or money, and is the debt now due? If not due, when is the debt to become due? State
 15 fully all particulars:

16 **ANSWER:** _____

17
 18 2. Are you an employer of the Defendant? If so, state the length of your pay period
 19 and the amount of disposable earnings, as defined in NRS 31.295, which each Defendant
 20 presently earns during a pay period. State the minimum amount of disposable earnings that is
 21 exempt from this garnishment which is the federal minimum hourly wage prescribed by section
 22 6(a)(1) of the federal Fair Labor Standards Act of 1938, 29 U.S.C. § 206(a)(1), in effect at the
 23 time the earnings are payable multiplied by 50 for each week the pay period, after deducting any
 24 amount required by law to be withheld.

25 **Calculate the garnishable amount as follows:**

26 (Check one of the following) The employee is paid:

27 [A] Weekly: ___ [B] Biweekly: ___ [C] Semimonthly: ___ [D] Monthly: ___

28 (1) Gross Earnings.....\$ _____

- 1 (2) Deductions required by law (not including child support).....\$ _____
2 (3) Disposable Earning [Subtract line 2 from line 1]\$ _____
3 (4) Federal Minimum Wage.....\$ _____
4 (5) Multiply line 4 by 50.....\$ _____
5 (6) Complete the following direction in accordance with the letter selected above:
6 [A] Multiply line 5 by 1\$ _____
7 [B] Multiply line 5 by 2\$ _____
8 [C] Multiply line 5 by 52 and then divide by 24.....\$ _____
9 [D] Multiply line 5 by 52 and then divide by 12.....\$ _____
10 ~~(7) Subtract line 6 from line 3.....\$ _____~~

11 This is the attachable earning. This amount must not exceed 25% of the disposable
12 earnings from line 3.

13 **ANSWER:** _____
14 _____

15 3. Did you have in your possession, in your charge or under your control, on the date
16 the WRIT OF GARNISHMENT was served upon you any money, property, effects, good,
17 chattels, rights, credits or choses in the action of the Defendant, or in which Defendant is
18 interested? If so, state its value and state fully all particulars.

19 **ANSWER:** _____
20 _____

21 4. Do you know of any debts owing to the Defendant, whether due or not due, or any
22 money, property, effects, goods, chattels, rights, credits or choses in action, belonging to the
23 Defendant, or in which Defendant is interested, and now in possession or under the control of
24 others? If so, state particulars.

25 **ANSWER:** _____
26 _____
27 _____
28 _____

5. Are you a financial institution with a personal account held by the Defendant? If so, state the account number and the amount of money in the account which is subject to garnishment. As set forth in NRS 21.105, \$2,000 or the entire amount in the account, whichever is less, is not subject to garnishment if the financial institution reasonably identifies that an electronic deposit of money has been made into the account within the immediately preceding 45 days which is exempt from execution, including, without limitation, payments of money described in NRS 21.105 or, if no such deposit has been made, \$400 or the entire amount in the account, whichever is less, is not subject to garnishment, unless the garnishment is for the recovery of money owed for the support of any person. The amount which is not subject to garnishment does not apply to each account of the judgment debtor, but rather is an aggregate

amount that is not subject to garnishment.

ANSWER:

6. State your correct name and address, or the name and address of your attorney upon whom written notice of further proceedings in this action may be served.

ANSWER:

7. NOTE: If, without legal justification, an employer of Defendant refuses to withhold earnings of Defendant demanded in a WRIT OF GARNISHMENT or knowingly misrepresents the earnings of Defendant, the Court shall order the employer to pay Plaintiff the amount of arrearages caused by the employer's refusal to withhold or the employer's misrepresentation of Defendant's earnings. In addition, the Court may order the employer to pay Plaintiff punitive damages in an amount not to exceed \$1,000 for each pay period in which the employer has, without legal justification, refused to withhold Defendant's earnings or has misrepresented the earnings.

Garnishee

1 STATE OF NEVADA)
2 COUNTY OF CLARK) ss:

3 I, _____, do solemnly swear (or affirm) that the answers to the
4 foregoing interrogatories subscribed by me are true.

5

6

Garnishee

7

8 SUBSCRIBED AND SWORN to before me this

9 _____ day of _____, 20____.

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11 _____
NOTARY PUBLIC

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EXHIBIT 5

EXHIBIT 5

1 **WRITG**

2 F. THOMAS EDWARDS, ESQ.

3 Nevada Bar No. 9549

4 E-mail: tedwards@nevadafirm.com

5 ANDREA M. GANDRA, 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

This WRIT must be answered,
signed and returned
to: Constable Las Vegas Township
302 E. Carson Ave., 5th Floor
Las Vegas, NV 89155

27 **WRIT OF GARNISHMENT**

28 **THE STATE OF NEVADA TO:**

29 MICHAEL MONA, RESIDENT AGENT AND PRESIDENT
30 CANNAVEST CORPORATION
31 2688 SOUTH RAINBOW BOULEVARD
32 SUITE B
33 LAS VEGAS, NV 89146

34 You are hereby notified that you are attached as garnishee in the above entitled action
35 and you are commanded not to pay any debt from yourself to Michael J. Mona, Jr.,
36 ("Defendant"), and that you must retain possession and control of all personal property, money,
37 credit, debts, effects and choses in action of said Defendant in order that the same may be dealt
38 with according to law. Where such property consists of wages, salaries, commissions or

1 bonuses, the amount you shall retain be in accordance with 15 U.S.C. § 1673 and NRS 31.295.
2 Plaintiff, Far West Industries believes that you have property, money, credits, debts, effects and
3 choses in action in your hands and under your custody and control belonging to said Defendant
4 described as: "Earnings," which means compensation paid or payable for personal services
5 performed in the regular course of business, including, without limitation, compensation
6 designated as income, wages, tips, a salary, a commission or a bonus, of Judgment Debtor
7 Michael J. Mona, Jr., paid by CannaVEST Corp.

8 **YOU ARE REQUIRED** within 20 days from the date of service of this Writ of
9 Garnishment to answer the interrogatories set forth herein and to return your answers to the
10 office of the Sheriff or Constable which issues the Writ of Garnishment. In case of your failure
11 to answer the interrogatories within 20 days, a Judgment by Default in the amount due the
12 Plaintiff may be entered against you.

13 **IF YOUR ANSWERS TO** the interrogatories indicate that you are the employer of
14 Defendant, this Writ of Garnishment shall be deemed to **CONTINUE FOR 120 DAYS**, or until
15 the amount demanded in the Writ is satisfied, whichever occurs earlier less any amount which is
16 exempt and less \$3.00 per pay period not to exceed \$12.00 per month which you may retain as a
17 fee for compliance. The \$3.00 fee does not apply to the first pay period covered by this Writ.

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YOU ARE FURTHER REQUIRED to serve a copy of your answers to the Writ of Garnishment on Plaintiff's attorneys whose address appears below.

Dated this _____ day of _____, 2015.

Issued at direction of:

SHERIFF/CONSTABLE – CLARK COUNTY


T. MARIN P#9577

By:

Title

Date _____

HOLLEY DRIGGS WALCH
FINE WRAY PUZEY & THOMPSON


F. THOMAS EDWARDS, ESQ., NV Bar No. 9549
E-mail: tedwards@nevadafirm.com
ANDREA M. GANDARA, ESQ., NV Bar No. 12580
E-mail: agandara@nevadafirm.com
400 South Fourth Street, Third Floor
Las Vegas, Nevada 89101
Telephone: 702/791-0308

Attorneys for Plaintiff

1 STATE OF NEVADA)
2 COUNTY OF CLARK) ss:

3 The undersigned, being duly sworn, states that I received the within WRIT OF
4 GARNISHMENT on the ____ day of _____, 2015, and personally served the same on
5 the ____ day of _____, 2015 by showing the original WRIT OF GARNISHMENT,
6 informing of the contents and delivering and leaving a copy, along with the statutory fee of
7 \$5.00, with _____ at _____, County of Clark, State of
8 Nevada.

9 By: _____

10 Title: _____

11
12 **INTERROGATORIES TO BE ANSWERED BY THE GARNISHEE UNDER OATH:**

13 1. Are you in any manner indebted to Defendants Michael M. Mona, Jr., either in
14 property or money, and is the debt now due? If not due, when is the debt to become due? State
15 fully all particulars:

16 ANSWER: NO

17
18 2. Are you an employer of the Defendant? If so, state the length of your pay period
19 and the amount of disposable earnings, as defined in NRS 31.295, which each Defendant
20 presently earns during a pay period. State the minimum amount of disposable earnings that is
21 exempt from this garnishment which is the federal minimum hourly wage prescribed by section
22 6(a)(1) of the federal Fair Labor Standards Act of 1938, 29 U.S.C. § 206(a)(1), in effect at the
23 time the earnings are payable multiplied by 50 for each week the pay period, after deducting any
24 amount required by law to be withheld.

25 **Calculate the garnishable amount as follows:**

26 (Check one of the following) The employee is paid:

27 [A] Weekly: ☒ [B] Biweekly: ☐ [C] Semimonthly: ☐ [D] Monthly: ☐

28 (1) Gross Earnings.....\$ 11,538.46 → (KK)\$ 11,538.46

- 1 (2) Deductions required by law (not including child support).....\$ 8621.62
2 (3) Disposable Earning [Subtract line 2 from line 1]\$ 2916.84
3 (4) Federal Minimum Wage.....\$ 7.25
4 (5) Multiply line 4 by 50.....\$ 362.50
5 (6) Complete the following direction in accordance with the letter selected above:
6 [A] Multiply line 5 by 1\$ N/A
7 [B] Multiply line 5 by 2\$ 725.00
8 [C] Multiply line 5 by 52 and then divide by 24.....\$ N/A
9 [D] Multiply line 5 by 52 and then divide by 12.....\$ N/A
10 (7) Subtract line 6 from line 3.....\$ 2191.85

11 This is the attachable earning. This amount must not exceed 25% of the disposable
12 earnings from line 3.

13 ANSWER: 25% of \$ 2916.84 = \$ 729.21
14

15 3. Did you have in your possession, in your charge or under your control, on the date
16 the WRIT OF GARNISHMENT was served upon you any money, property, effects, good,
17 chattels, rights, credits or choses in the action of the Defendant, or in which Defendant is
18 interested? If so, state its value and state fully all particulars.

19 ANSWER: Other than the earnings detailed above, NO.
20

21 4. Do you know of any debts owing to the Defendant, whether due or not due, or any
22 money, property, effects, goods, chattels, rights, credits or choses in action, belonging to the
23 Defendant, or in which Defendant is interested, and now in possession or under the control of
24 others? If so, state particulars.

25 ANSWER: No
26
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5. Are you a financial institution with a personal account held by the Defendant? If so, state the account number and the amount of money in the account which is subject to garnishment. As set forth in NRS 21.105, \$2,000 or the entire amount in the account, whichever is less, is not subject to garnishment if the financial institution reasonably identifies that an electronic deposit of money has been made into the account within the immediately preceding 45 days which is exempt from execution, including, without limitation, payments of money described in NRS 21.105 or, if no such deposit has been made, \$400 or the entire amount in the account, whichever is less, is not subject to garnishment, unless the garnishment is for the recovery of money owed for the support of any person. The amount which is not subject to garnishment does not apply to each account of the judgment debtor, but rather is an aggregate amount that is not subject to garnishment.

ANSWER: No

6. State your correct name and address, or the name and address of your attorney upon whom written notice of further proceedings in this action may be served.

ANSWER: Terry A Coffing, Esq., 1001 Park Run Drive,
Las Vegas, NV 89145

7. **NOTE:** If, without legal justification, an employer of Defendant refuses to withhold earnings of Defendant demanded in a WRIT OF GARNISHMENT or knowingly misrepresents the earnings of Defendant, the Court shall order the employer to pay Plaintiff the amount of arrearages caused by the employer's refusal to withhold or the employer's misrepresentation of Defendant's earnings. In addition, the Court may order the employer to pay Plaintiff punitive damages in an amount not to exceed \$1,000 for each pay period in which the employer has, without legal justification, refused to withhold Defendant's earnings or has misrepresented the earnings.

Kathleen Kelly
Garrish

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STATE OF NEVADA }
COUNTY OF CLARK }

ss:

I, Kathleen Kelleher, do solemnly swear (or affirm) that the answers to the foregoing interrogatories subscribed by me are true.

Kathleen Kelleher
Garnishee

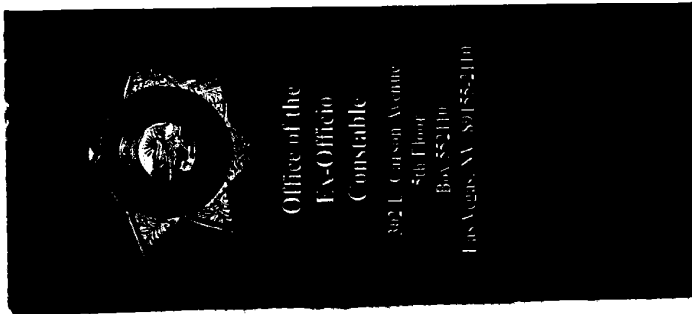
SUBSCRIBED AND SWORN to before me this

22 day of January, 20 14.

Barbara Tsatsa

NOTARY PUBLIC





RETURN SERVICE REQUESTED
PRESORTED FIRST CLASS

U.S. POSTAGE PITNEY BOWES
ZIP 89120 \$ 000.47
02 PM
0001387203 JAN 26 2016

HOLLEY, DRIGGS, WALCH, PUZEY &
THOMPSON
400 S. FOURTH STREET, 3RD FLOOR
LAS VEGAS, NV. 89101

43 LRDFNMP 09101



EXHIBIT 6

EXHIBIT 6

Andrea M. Gandara

From: Tye S. Hanseen <thanseen@maclaw.com>
Sent: Friday, February 05, 2016 12:55 PM
To: Tom Edwards
Cc: Terry Coffing; Andrea M. Gandara
Subject: RE: Writs of Garnishment [IWOV-iManage.FID909218]

Federal Income Tax: \$3127.70
Social Security: \$712.01
Medicare: \$166.52
Alimony: \$4615.39

From: Tye S. Hanseen
Sent: Thursday, February 04, 2016 5:17 PM
To: 'Tom Edwards'
Cc: Terry Coffing; Andrea M. Gandara
Subject: RE: Writs of Garnishment [IWOV-iManage.FID909218]

Not yet. I followed up and got an apology back indicating that it was a rough day after being out the last two days. I was informed it would be forthcoming tomorrow. Thanks for the law. We'll talk it over and I'll be in touch, and we will not blindsides you with anything in relation to the writ in the interim.

From: Tom Edwards [<mailto:tedwards@nevadafirm.com>]
Sent: Thursday, February 04, 2016 3:07 PM
To: Tye S. Hanseen
Cc: Terry Coffing; Andrea M. Gandara
Subject: RE: Writs of Garnishment [IWOV-iManage.FID909218]

Tye,

Any luck getting the breakdown of the "Deductions required by law" totaling \$8,621.62?

Regarding the offset, the Nevada Supreme Court recognized the right to offset judgments against each other in *John W. Muije, Ltd. v. A North Las Vegas Cab Co., Inc.*:

[E]quitable offset is a means by which a debtor may satisfy in whole or in part a judgment or claim held against him out of a judgment or claim which he has subsequently acquired against his judgment creditor. The right exists independently of statute and rests upon the inherent power of the court to do justice to the parties before it.

106 Nev. 664, 666, 799 P.2d 559, 561 (1990) (quoting *Salaman v. Bolt*, 74 Cal. App. 3d 907, 141 Cal. Rptr. 841, 847 (Ct. App. 1977) (alteration in original)).

See also *Aviation Ventures, Inc. v. Joan Morris, Inc.*, 121 Nev. 113, 120, 110 P.3d 59, 63 (2005) (footnote omitted) ("Setoff is a doctrine used to extinguish the mutual indebtedness of parties who each owe a debt to one another."); *Contrail Leasing Partners, Ltd. v. Executive Serv. Corp.*, 100 Nev. 545, 550, 688 P.2d 765, 768 (1984) (citations omitted) ("Setoff is usually allowed where, through a course of separate transactions, two parties become indebted to each other."); *Harrison v. Adams*, 20 Cal. 2d 646, 648 128 P.2d 9, 10 (1942) ("it is well settled that a court of equity will

compel a set-off when mutual demands are held under such circumstances that one of them should be applied against the other and only the balance recovered.”).

Here, Far West has a judgment of nearly \$25 million while Mr. Mona is seeking to execute on a judgment of only \$2,508.37. Therefore, Far West as a creditor of Mr. Mona is entitled as a matter of right to setoff and satisfy the entirety of the Judgment held by Mr. Mona. This is not only permissible but mandatory under long recognized principles of equity. Let us know if we can stipulate, or whether we need to file a motion.

Thanks,
Tom

From: Tye S. Hanseen [<mailto:thanseen@maclaw.com>]
Sent: Wednesday, February 03, 2016 3:02 PM
To: Tom Edwards
Cc: Terry Coffing; Andrea M. Gandara
Subject: RE: Writs of Garnishment [IWOV-iManage.FID909218]

Good afternoon. Haven't hear the message yet, but will take a listen soon. As for the CannaVEST writ, I followed up and the contact could not understand what I meant by a breakdown of the \$8K. I followed up again and tried to explain with more clarity what we were looking for, but received an automated response that the contact is out until tomorrow. Thus, hope to have an answer tomorrow. As for the Mona writ, he is not inclined to take an offset, but would prefer to execute/receive payment. However, we really do not desire to engage back and forth briefing on the issue unless we have to. So, do you have some authority you can send us without going through a lot of work to show why/how offset of one judgment by another judgment, as opposed to execution and payment, is allowable/appropriate? Let me know.

If you still want to talk, I am in for the rest of the afternoon. Otherwise, I'll reach out to you tomorrow after I get the garnishment details.

From: Tom Edwards [<mailto:tedwards@nevadafirm.com>]
Sent: Wednesday, February 03, 2016 11:46 AM
To: Tye S. Hanseen
Cc: Terry Coffing; Andrea M. Gandara
Subject: RE: Writs of Garnishment

Tye,

I just left you a voice message following up on my email below. Can we schedule a call to discuss?

Thanks,
Tom

From: Tom Edwards
Sent: Friday, January 29, 2016 9:59 AM
To: Tye S. Hanseen (thanseen@maclaw.com)
Cc: Terry Coffing (tcoffing@maclaw.com); Andrea M. Gandara
Subject: Writs of Garnishment

Tye,

Thanks for your call this morning. I tried to call you back but couldn't get through.

From the CannaVest response to the garnishment, can you please give me a breakdown of the "Deductions required by law" totaling \$8,621.62?

For the attached writ of execution, who are you serving it upon and what are you trying to accomplish? We are likely going to prepare a motion to give your client a credit against our judgment to satisfy your judgment. Before we did that, we wanted to check to see if you would prefer to stipulate to that.

Please let me know.

Thanks,
Tom

F. Thomas Edwards
Shareholder
Las Vegas Office



Tel: 702.791.0308 | Fax: 702.791.1912
400 S. 4th 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

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EXHIBIT 7

EXHIBIT 7

Electronically Filed
07/23/2015 09:17:59 AM

Steven D. Schuman
CLERK OF THE COURT

1 **DECD**
2 Edward Kainen, Esq.
3 Nevada Bar No. 5029
4 Andrew L. Kynaston, Esq.
5 Nevada Bar No. 8147
6 KAINEN LAW GROUP, PLLC
7 3303 Novat Street, Suite 200
8 Las Vegas, Nevada 89129
9 PH: (702) 823-4900
10 FX: (702) 823-4488
11 Service@KainenLawGroup.com
12 Attorneys for Plaintiff

13 **DISTRICT COURT**
14 **CLARK COUNTY, NEVADA**

15 **RHONDA HELENE MONA,**

16 Plaintiff,

CASE NO. D-15-517425-D
DEPT NO. B

17 vs.

18 **MICHAEL JOSEPH MONA,**

19 Defendant.

Date of Hearing: July 23, 2015
Time of Hearing: 8:45 a.m.

20 **DECREE OF DIVORCE**

21 The above-entitled cause having come on for hearing this 23rd day of July, 2015, before
22 the above-entitled Court, Plaintiff, RHONDA HELENE MONA ("Wife"), present and represented by
23 and through her attorneys, EDWARD KAINEN, ESQ., and ANDREW L. KYNASTON, ESQ., of the
24 law firm of KAINEN LAW GROUP, PLLC; and Defendant, MICHAEL JOSEPH MONA ("Husband"),
25 present and represented by and through his attorney, TERRY A. COFFING, ESQ., and TYE S.
26 HANSEEN, ESQ., of the law firm of MARQUIS, AURBACH, COFFING; the Court having heard the
27 evidence of witnesses sworn and examined in open Court, the cause having been submitted for decision
28 and judgment, and the Court being fully advised, finds:

That the Court has jurisdiction in the premises, both as to the subject matter thereof as
well as the parties thereto; that Wife has been domiciled in this State for more than six weeks preceding
the commencement of this action, and that Wife is now domiciled in and is an actual, bona fide resident

28 of the State of Nevada, and the parties are entitled to an absolute Decree of Divorce on the grounds of
☐ Other ☐ Trial Disposition
☐ Dismissed ☐ Without Judicial Conf/Hng
☐ Involuntary (Statutory) Dismissal ☐ With Judicial Conf/Hng
☐ Default Judgment ☐ By ADR
☐ Transferred
☐ Disposed After Trial Start ☐ Judgment Reached by Trial

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Las Vegas, Nevada 89129
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www.KainenLawGroup.com

1 incompatibility as set forth in Wife's Complaint for Divorce.

2 The Court finds that there are no minor children of the parties, none adopted, and that
3 Wife is not pregnant.

4 The Court further finds that the parties entered into a Post-Marital Property Settlement
5 Agreement (hereinafter "Agreement") on or about the 13th day of September, 2013, which this Court
6 determines has met the requirements of NRS 123.070, 123.080, and 123.130(1), which statutory
7 provisions permit married parties to enter into written contracts with regard to their property during the
8 marriage, including a right to transmute by such agreements community property to separate property,
9 and separate property to community property. See, Verheyden v. Verheyden, 104 Nev. 342, 757 P.2d
10 1328 (1988). Further, that in entering into the Agreement the parties provided full and fair disclosure,
11 each had the opportunity to consult with counsel (and indeed engaged counsel to assist them), and the
12 Agreement includes no provisions which would otherwise render the Agreement void or
13 unconscionable. See, Cord v. Neuhoft, 94 Nev. 21, 573 P.2d 1170 (1978), and Dimick v. Dimick, 112
14 Nev. 402, 915 P.2d 254 (1996). That upon equal division of community property Wife preserved the
15 majority of her separate property designated to her under the Agreement, while Husband's portion has
16 been dissipated by his spending and/or by his separate creditors or separate debts. This Court finds that
17 such post marital agreements are permissible by law.

18 The Court further finds that Husband is presently subject to a significant outstanding
19 judgment that was rendered against him personally, based upon a finding of fraud resulting from his
20 personal conduct in another legal action (Case No. A-12-670352-F) to which Wife was not a party nor
21 a named Defendant.

22 The Court further finds that said judgment and the liability associated therewith is the
23 sole and separate debt of Husband; Wife and her separate property assets as established under the
24 Agreement should not be subject to Husband's outstanding judgment. Husband shall indemnify,
25 defend, and hold Wife harmless from his separate debts.

26 ...

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KAIEN LAW GROUP, PLLC
3303 Noyat Street, Suite 200
Las Vegas, Nevada 89129
702.823.4900 • Fax 702.823.4488
www.KaienLawGroup.com

1 The Court further finds that Husband has engaged in various personal acts, including but
2 not limited to those actions which resulted in the judgment against him in Case No. A-12-670352-F, and
3 actions substantially encumbering the marital residence without Wife's knowledge or consent, which
4 acts constitute marital waste and therefor entitle Wife to be able to receive her community property
5 share from assets that might otherwise be awarded to Husband in this divorce action, based upon the
6 holdings in Lofgren v. Lofgren, 112 Nev. 1282, 926 P.2d 296 (1996), and Putterman v. Putterman, 113
7 Nev. 606, 939 P.2d 1047 (1997).

8 THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the
9 bonds of matrimony heretofore and now existing between Husband and Wife be, and the same are
10 hereby wholly dissolved, and an absolute Decree of Divorce is hereby granted to Wife, and each of the
11 parties hereto is hereby restored to the status of a single, unmarried person.

12 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that commencing August
13 1, 2015, and continuing on the 1st day of each month thereafter, Husband shall be obligated to pay
14 periodic alimony to Wife in the amount of \$10,000.00 per month. Said obligation to pay alimony shall
15 continue until such time as Husband's death, Wife's death, or Wife's remarriage, which ever event
16 occurs first. This obligation shall be paid via a direct wage assignment through Husband's employer.

17 IT IS FURTHER ORDERED, ADJUDGED AND DECREED, to the extent Wife suffers
18 any loss to her sole and separate property resulting from or related to the outstanding fraud judgment
19 against Husband, any other separate debts of Husband, or Husband's failure to fulfill his obligations
20 herein, Wife shall be entitled to additional alimony sufficient to reimburse her for any such losses
21 pursuant to the holding in Siragusa v. Siragusa, 108 Nev. 987, 843 P.2d 807 (1992).

22 IT IS FURTHER, ORDERED, ADJUDGE AND DECREED, based upon the findings
23 set forth herein-above, that the parties' Post-Marital Property Settlement Agreement is valid and
24 enforceable. Said Agreement is adopted by the Court and incorporated into this Decree and the assets
25 set forth therein are confirmed to each party as his/her sole and separate property, subject only to the
26 resolution of disputed third party claims in Case No. A-12-670352.

27 ...

28 ...

KANEN LAW GROUP, PLLC
3503 Novas Street, Suite 200
Las Vegas, Nevada 89129
702.823.4800 • Fax 702.823.4488
www.KanenLawGroup.com

1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED, concerning the parties'
2 marital residence located at 2793 Red Arrow Dr., Las Vegas, Nevada 89135 (hereinafter "Red Arrow
3 property") titled in The Mona Family Trust, which community asset has an estimated fair market value
4 of \$2,200,000.00, and is encumbered by a first mortgage in the amount \$1,172,402.97 owed to Bank
5 of America. Unbeknownst to Wife, Husband has further encumbered said residence by taking at least
6 three additional notes/obligations totaling approximately \$2,142,400.51, which resulted in the loss of
7 Wife's community property equity in said residence. Said actions by Husband constitute marital waste
8 and entitles Wife to receive her equal share from assets that might otherwise be awarded to Husband.
9 See, Lofgren v. Lofgren, 112 Nev. 1282, 926 P.2d 296 (1996), and Putterman v. Putterman, 113 Nev.
10 606, 939 P.2d 1047 (1997). But for Husband's improper actions, said residence would have equity in
11 the approximate amount of \$1,000,000.00, to which each party would have been entitled to one-half.
12 Said residence and the entirety of the liabilities and encumbrances thereon is therefor the sole and
13 separate obligation of Husband, and Wife's interest therein shall be offset by the award of other assets
14 as set forth herein. Husband shall indemnify, defend and hold Wife harmless therefrom.

15 IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the parties presently
16 hold 4,000,000 stock options in CannaVest, the value of which is unknown and cannot be determined
17 at this time, however, the parties acknowledge that the strike price for said options exceeds the current
18 market price. As a result of Husband's acts constituting marital waste, including those with respect to
19 the marital residence, Wife shall be awarded 3,000,000 shares of said stock options, and Husband shall
20 be awarded 1,000,000 stock options.

21 IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that from Wife's separate
22 property funds, she loaned approximately \$787,760.88 to their son, Michael Mona, III, for the purchase
23 of a home by their son. Accordingly, there is a \$787,760.88 receivable due to Wife from their son. Said
24 receivable is confirmed to Wife as her sole and separate property.

25 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the parties are entitled
26 to any returns on their respective separate property investments in the entity called ROEN. To the extent
27 any funds are recovered from said investments, they shall each be entitled to their separate property
28 investments.

KANEN LAW GROUP, PLLC
 3303 Novat Street, Suite 200
 Las Vegas, Nevada 89129
 702.823.4900 • Fax 702.823.4488
 www.KanenLawGroup.com

1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Wife shall further
 2 have confirmed as her sole and separate property the following:

- 3 1) Any and all bank accounts in Wife's name alone, including but not limited to her
- 4 separate property bank accounts at Bank of George and Bank of Nevada;
- 5 2) Wife's vehicle, 2014 Jaguar, free and clear of any encumbrances;
- 6 3) One-half of any tax refund received for the 2014 tax year;
- 7 4) The two family dogs, Rex and Lucky;
- 8 5) Wife's personal property, including her jewelry, clothing, and personalities; and
- 9 6) The furniture, furnishings, and firearms in her possession presently located in the Red
- 10 Arrow property.

11 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Husband shall further
 12 have confirmed as his sole and separate property the following:

- 13 1) Any and all bank accounts in Husband's name alone;
- 14 2) Husband's vehicle, 2006 Mercedes SL, free and clear of any encumbrances;
- 15 3) One-half of any tax refund received for the 2014 tax year; and
- 16 4) Husband's personal property, including his clothing, jewelry and personalities;
- 17 5) Any and all assets and liabilities held through the entity known as MONACO.

18 IT IS FURTHER ORDERED, ADJUDGE AND DECREED that Husband shall be solely
 19 responsible for his separate debts, including but not limited to the fraud judgment against him arising
 20 out of the case of Far West Industries v. Rio Vista Nevada, LLC, et. al. (Case A-12-670352-F), and shall
 21 indemnify, defend, and hold Wife harmless therefrom.

22 IT IS FURTHER ORDERED, ADJUDGE AND DECREED that Husband shall be solely
 23 responsible for his separate debt to Mike Sifen, and shall indemnify, defend and hold Wife harmless
 24 therefrom.

25 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each party shall
 26 submit the information required in NRS 125B.055, NRS 125.130 and NRS 125.230 on a separate form
 27 to the Court and the Welfare Division of the Department of Human Resources within ten (10) days from
 28 the date this Decree is filed. Such information shall be maintained by the Clerk in a confidential manner

1 and not part of the public record. Each party shall update the information filed with the Court and the
2 Welfare Division of the Department of Human Resources within ten (10) days should any of that
3 information become inaccurate.

4 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each party shall bear
5 his/her own attorney's fees and costs incurred in this matter.

6 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the parties herein sign
7 any and all documents necessary to effectuate the transfer of the property as set forth herein. Should
8 either party fail to execute any such documents, the Clerk of the Court shall be authorized to execute
9 such documents as necessary to effectuate the provisions of this Decree of Divorce.

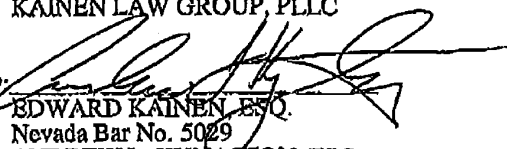
10 DATED and DONE this 23rd day of July, 2015.

11
12 
13 DISTRICT JUDGE

LINDA MARQUIS

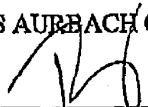
14 Submitted by:

KAINEN LAW GROUP, PLLC

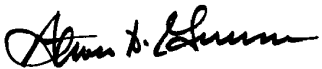
15
16 By: 
17 EDWARD KAINEN, ESQ.
18 Nevada Bar No. 5029
19 ANDREW L. KYNASTON, ESQ.
20 Nevada Bar No. 8147
21 3303 Novat Street, Suite 200
22 Las Vegas, Nevada 89129
23 Attorneys for Plaintiff

24 Approved as to Form and Content:

MARQUIS AUBACH COFFING

25 By: 
26 TERRY A. COFFING, ESQ.
27 Nevada Bar No. 4949
28 TYE S. HANSEEN, ESQ.
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10001 Park Run Drive
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CLERK OF THE COURT

MOT

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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

**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.**

Plaintiff FAR WEST INDUSTRIES ("Far West"), by and through its attorneys, F. THOMAS EDWARDS, ESQ. and ANDREA M. GANDARA, ESQ. of the law firm of HOLLEY DRIGGS WALCH FINE WRAY PUZEY & THOMPSON, hereby files this 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.

Far West respectfully requests that the Court: (1) enter a default judgment of \$24,617,537.81 against Roen Ventures, LLC ("Roen") pursuant to NRS 31.290(2) and 31.320(1) for its failure to timely answer writ of garnishment interrogatories; and (2) compel Roen to

1 turnover payments made to, on behalf of, or for the benefit of Michael J. Mona, Jr. ("Mr. Mona")
2 pursuant to NRS 21.320. This Motion is based upon the following Memorandum of Points and
3 Authorities, the Affidavit of Albert Lissoy ("Lissoy Affidavit"), attached exhibits, and the
4 pleadings and papers on file herein.

5 Dated this 16th day of February, 2016.

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

8 /s/ F. Thomas Edwards
9 F. THOMAS EDWARDS, ESQ.
10 Nevada Bar No. 9549
11 ANDREA M. GANDARA, ESQ.
12 Nevada Bar No. 12580
13 400 South Fourth Street, Third Floor
14 Las Vegas, Nevada 89101

15 Attorneys for Plaintiff Far West Industries
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1 **NOTICE OF MOTION**

2 YOU AND EACH OF YOU, will please take notice that **PLAINTIFF FAR WEST**
3 **INDUSTRIES' MOTION: (1) DEFAULT JUDGMENT AGAINST ROEN VENTURES,**
4 **LLC FOR UNTIMELY ANSWERS TO WRIT OF GARNISHMENT**
5 **INTERROGATORIES; AND (2) TO COMPEL ROEN VENTURES, LLC'S TURNOVER**
6 **OF PAYMENTS MADE TO, ON BEHALF OF, OR FOR THE BENEFIT OF MICHAEL**
7 **J. MONA, JR.** will come on regularly for hearing on the ²¹ day of MARCH, 2016,
8 at the hour of 9:00A or as soon thereafter as counsel may be heard, in Department XV
9 of the above-referenced court.

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

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

19 Attorneys for Plaintiff Far West Industries

20 **MEMORANDUM OF POINTS AND AUTHORITIES**

21 **I.**

22 **BACKGROUND**

23 On April 27, 2012, Far West obtained a Judgment of more than \$18 million from a
24 California state court against Mr. Mona and the Mona Family Trust dated February 21, 2002
25 ("Mona Family Trust"). See Judgment, attached hereto as **Exhibit 1**; Lissoy Affidavit ¶ 3. Far
26 West domesticated the Judgment in Nevada, initiating the instant proceeding, Case No. A-12-
27 670325-F ("Judgment Collection Action"). See Applica[t]ion of Foreign Judgment, filed
28 October 18, 2012; Lissoy Affidavit ¶ 3.

On May 13, 2015, the Court issued an order scheduling the judgment debtor examination
of Mr. Mona that required Mr. Mona to produce certain documents ("JDE Order"). See Notice

1 of Entry of Order for Examination of Debtor Michael J. Moná, Jr., Individually, and as Trustee
2 of the Moná Family Trust Dated February 12, 2002, filed May 14, 2015. In response to the JDE
3 Order, Mr. Moná produced an incomplete Management Agreement between Mr. Moná and
4 Roen. See Incomplete Management Agreement, dated November 23, 2013, attached hereto as
5 **Exhibit 2**. Far West has since obtained a complete and executed copy of the Management
6 Agreement that indicates that Roen is retaining Mr. Moná as General Manager effective
7 November 23, 2013 with an initial term through November 23, 2016. See Executed
8 Management Agreement, dated November 23, 2013 (“Management Agreement”), attached
9 hereto as **Exhibit 3**, at pp. 1, 2, Sec. 6; Lissoy Affidavit ¶¶ 4, 6. The Management Agreement
10 states that Mr. Moná’s relationship with Roen is “that of an independent contractor. [Mr. Moná]
11 shall not be considered or deemed to be an employee of Roen for any purpose.” Id. at p. 2, Sec.
12 4. The Management Agreement further states:

13 For the services performed by [Mr. Moná], Roen agrees to pay the
14 following to or on behalf of [Mr. Moná]:

15 (a) the monthly mortgage payment (including property taxes,
16 insurance and interest) on the residence located at 2793 Red Arrow
17 Dr., Las Vegas, Nevada or such other residence as [Mr. Moná]
may chose as his principal residence while in Las Vegas. In the
event said residence is leased at any time, Roen will pay the lease
payment associated therewith;

18 (b) the purchase of a vehicle, including payment of monthly
19 payments and auto insurance associated therewith, selected by [Mr.
20 Moná]. Said vehicle shall be used primarily for business purpose,
but may be used by [Mr. Moná] for personal use as well;

21 (c) such performance bonuses as may be determined from time to
22 time at the discretion of Roen. The amount and timing of payment
of any such performance bonuses will be determined solely by
Roen; and

23 (d) reimbursement for such expenses that [Mr. Moná] may incur
24 on behalf of Roen. [Mr. Moná] shall provide such documentation
25 as may be required by Roen evidencing all expenditures for which
reimbursement is sought. Reimbursements may be paid directly to
such credit card issuer or vendor as may be associated with a
particular expense for which reimbursement is sought.

26 Id. at p. 2, Sec. 5.
27
28

1 On December 4, 2015, Far West obtained a Writ of Execution for earnings of Mr. Mona
2 paid by Roen. See Writ of Execution, dated December 4, 2015, attached hereto as **Exhibit 4**. At
3 the time the Writ of Execution was issued, the net balance owed to Far West pursuant to its
4 Judgment was \$24,617,537.81. Id. at p. 2. Pursuant to the duly granted Writ of Execution, on
5 January 7, 2016, the Office of the Ex-Officio Constable for the Las Vegas Township (“Las
6 Vegas Constable”) served a Writ of Garnishment on Roen by delivering a copy of the Writ of
7 Garnishment with the statutory fee of \$5.00 to Bart Mackay (“Mr. Mackay”), the Registered
8 Agent and Manager of Roen, at Roen’s place of business, 6325 South Jones Boulevard, Suite
9 500, Las Vegas, Nevada 89118. See Served Writ of Garnishment, Executed by L. Crane P
10 #9595, attached hereto as **Exhibit 5**, at p. 6¹. The Writ of Garnishment required Roen to respond
11 to Interrogatories contained therein within 20 days of service of the Writ, which made the
12 deadline for Roen to respond January 27, 2016. Id. at p. 2. The Writ of Garnishment further
13 warns Roen that failure to answer the Interrogatories within 20 days may result in Judgment by
14 Default in the amount due to Far West being entered against Roen. Id.

15 On January 29, 2016, Roen untimely mailed its Answers to Interrogatories in the Writ of
16 Execution to Far West’s counsel. See Writ of Garnishment With Answers to Interrogatories
17 from Roen, postmarked January 29, 2016 from Provo, UT (“Roen Writ Answers”), attached
18 hereto at **Exhibit 6**; Lissoy Affidavit ¶ 8. In its Answers to Interrogatories, Roen states that there
19 is no debt due to Mr. Mona. See Roen Writ Answers, Ex. 6, p. 4, Answer to Interrogatory No. 1;
20 Lissoy Affidavit ¶ 9. Roen further states that the “Contractor agreement expires Nov[.] 12, 2016.
21 Possible payments due thereunder beginning July 2016 unless terminated.” Id. Roen denies that
22 it is Mr. Mona’s employer and that Mr. Mona earns no disposable earnings from it. See Roen
23 Writ Answers, Ex. 6, p. 4, Answer to Interrogatory No. 2; Lissoy Affidavit ¶ 9. Roen further
24 denies that it is in possession or control of any money, property, effects, good, chattels, rights,
25 credits or choses in action of Mr. Mona or in which Mr. Mona is interested. See Roen Writ
26

27 ¹ The copy of the Served Writ of Garnishment has duplicate pages for page 6 with the last page
28 containing the executed affirmation of service on Roen.

Answers, Ex. 6, p. 5, Answer to Interrogatory No. 3; Lissoy Affidavit ¶ 9. Mr. Mackay signed on behalf of Roen as its manager. See Roen Writ Answers, Ex. 6, p. 6; Lissoy Affidavit ¶ 9.

II.

LEGAL ANALYSIS

Judgment by default in the amount of \$24,617,537.81 must be entered against Roen pursuant to NRS 31.290(2) and 31.320(1) for its failure to timely answer interrogatories by January 27, 2016. Furthermore, Roen should be compelled to turnover to Far West any and all payments made to, on behalf of, or for the benefit of Mr. Mona pursuant to NRS 21.320.

A. Default Judgment Must Be Entered Against Roen Because It Failed to Timely Answer Interrogatories.

A garnishee is deemed in default if it fails to timely answer interrogatories contained in a writ of garnishment. See NRS 31.290(2). Under NRS 31.320(1), judgment must be entered against a garnishee if it fails to timely answer interrogatories contained in a writ of garnishment within the time required when the garnishee has been duly served with the writ of garnishment and interrogatories and tendered the required \$5 fee. The judgment is entered in favor of the defendant for the use of the plaintiff against the garnishee. NRS 31.320(1).

Here, judgment must be entered against Roen and in favor of Mr. Mona for Far West's use because Roen, after being duly served with the Writ of Garnishment and Interrogatories and the statutory \$5 fee by the Las Vegas Constable on January 7, 2016, failed to answer the Interrogatories within 20 days, or by January 27, 2016. Instead Roen defaulted under NRS 31.290(2) by untimely mailing its Answers on January 29, 2016. See Roen Writ Answers, Ex. 6. Once the garnishee's default is established, there is no discretion as to whether judgment will be entered against the garnishee. Corrales v. Castillo, No. 2:07-CV-00141-LRH-LR, 2008 WL 1840773, at *3 (D. Nev. Feb. 25, 2008) ("While default judgment is generally disfavored, Nevada's attachment statute, which governs attachment and garnishment in this case, provides that the garnishee 'shall be deemed in default' upon failing to timely answer garnishment interrogatories. NRS 31.290(2) (emphasis added). The court is thus left with no discretion in this regard.") (citation omitted). This is true even if the garnishee argues that the plaintiff was not

1 prejudiced by the failure to answer. Id. (rejecting garnishee's argument that default judgment
2 should not be entered because the plaintiffs were not prejudiced by its failure to answer
3 interrogatories). Therefore, Far West respectfully requests that this Court enter judgment by
4 default in the amount of \$24,617,537.81 against Roen. NRS 31.290(2) and 31.320(1)(a).

5 **B. Pursuant to NRS 21.320, Roen Should Be Compelled to Turnover Any and All**
6 **Payments Made to, on Behalf of, or for the Benefit of Mr. Mona.**

7 Under NRS 21.320, the Court may order that property be applied toward satisfaction of
8 Far West's Judgment:

9 NRS 21.320 Judge may order property applied toward
10 satisfaction of judgment. **The judge or master may order any**
11 **property of the judgment debtor not exempt from execution, in**
12 **the hands of such debtor or any other person, or due to the**
13 **judgment debtor, to be applied toward the satisfaction of the**
14 **judgment.**

15 Pursuant to the Writ of Garnishment, Far West is entitled to the entirety of any and all of
16 the payments Roen is making to, on behalf of, or for the benefit of Mr. Mona. In its Answers to
17 Interrogatories, Roen denies that Mr. Mona is an employee and indicates that no debt is due
18 except that payments may be possible beginning in July 2016. See Roen Writ Answers, Ex. 6,
19 pp. 4-5, Answers to Interrogatory Nos. 1 and 2; Lissoy Affidavit ¶ 9. These responses are belied,
20 however, by the parties' Management Agreement under which Roen is required to make Mr.
21 Mona's monthly mortgage payments including property taxes, insurance and interest and
22 payment of monthly vehicle payments and auto insurance. See Management Agreement, Ex. 6,
23 p. 2, Sec. 5; Lissoy Affidavit ¶ 7. At a minimum, Roen is making monthly payments for Mr.
24 Mona's mortgage. Lissoy Affidavit ¶ 10. Further, the Management Agreement provides for
25 discretionary performance bonuses to Mr. Mona. See Management Agreement, Ex. 6, p. 2, Sec.
26 5. Because Roen denies in its Answers that it is paying Mr. Mona any disposable earnings and
27 Mr. Mona never claimed an exemption for Roen's payments being made to him, on his behalf, or
28 for his benefit, there is no basis to deny turnover of these payments in their entirety to Far West.
Therefore, pursuant to NRS 21.320, the Court should order Roen to turnover any and all such

1 payments to be provided to Far West so that those funds can be applied toward satisfaction of the
2 Judgment.

3 **III.**

4 **CONCLUSION**

5 For these reasons, Far West respectfully requests that this Court enter judgment by
6 default in the amount of \$24,617,537.81 against Roen pursuant to NRS 31.290(2) and 31.320(1)
7 for its failure to timely answer interrogatories by January 27, 2016 and compel Roen to turnover
8 over to Far West any and all payments made to, on behalf of, or for the benefit of Mr. Mona
9 pursuant to NRS 21.320.

10 Dated this 16th day of February, 2016.

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

13 /s/ F. Thomas Edwards
14 F. THOMAS EDWARDS, ESQ.
15 Nevada Bar No. 9549
16 ANDREA M. GANDARA, ESQ.
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19 Las Vegas, Nevada 89101
20 Attorneys for Plaintiff Far West Industries
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I, Albert Lissou, being duly sworn, depose and say:

2. The following is based on my personal knowledge except as to those matters upon information and belief, and as to those matters, I believe them to be true and correct.

4. During the Judgment Collection Action, Far West obtained a copy of the Management Agreement, dated November 23, 2013 (“Management Agreement”), and hereto as **Exhibit 3**.

6. Upon information and belief, the Management Agreement has an initial three-year term beginning on November 23, 2013 and continuing through November 23, 2016. See Management Agreement, Ex. 3, at pp. 1 and 2, Sec. 6.

8. During the Judgment Collection Action, Far West received a copy of the Writ of Enforcement With Answers to Interrogatories from Roen, postmarked January 29, 2016 from UT (“Roen Writ Answers”), attached hereto at **Exhibit 6**.

9. In its Answers to Interrogatories, Roen states that there is no debt due to Mr. See Roen Writ Answers, Ex. 6, Answer to Interrogatory No. 1, p. 4. Roen further states the “Contractor agreement expires Nov[.] 12, 2016. Possible payments due thereunder

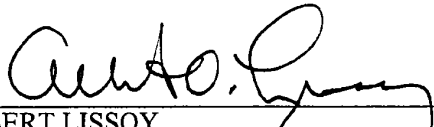
1 beginning July 2016 unless terminated.” Id. Roen denies that it is Mr. Mona’s employer and
2 that Mr. Mona earns no disposable earnings from it. Id. at Answer to Interrogatory No. 2, p. 4.
3 Roen further denies that it is in possession or control of any money, property, effects, good,
4 chattels, rights, credits or choses in action of Mr. Mona or in which Mr. Mona is interested. Id.
5 at Answer to Interrogatory No. 3, p. 5. Bart Mackay (“Mr. Mackay”) signed on behalf of Roen
6 as its manager. Id. at p. 6.

7 10. Upon information and belief, and based upon the Management Agreement, it
8 appears that the Roen Writ Answers are inaccurate as amounts continue to be owed to or on
9 behalf of Mr. Mona pursuant to the Management Agreement.

10 I declare under penalty of perjury under the laws of the State of Nevada that the
11 foregoing is true and correct to the best of my knowledge and belief.

12 FURTHER AFFIANT SAYETH NAUGHT.

13 Executed this 16th day of February, 2016.

14
15 
16 ALBERT LISSOY
17 CHIEF EXECUTIVE OFFICER OF
18 PLAINTIFF FAR WEST INDUSTRIES

18 SUBSCRIBED AND SWORN to
19 before me this ____ day of February, 2016.

20
21 NOTARY PUBLIC
22 
23
24
25
26
27
28

CALIFORNIA JURAT

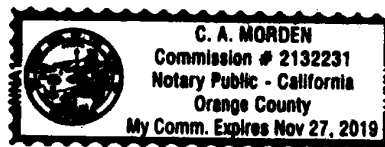
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Orange)

Subscribed and sworn to (or affirmed) before me on this 16th day of February 2016, by Albert Lissoy, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.


(Signature of Notary Public)



Seal

ATTENTION NOTARY: Although the information requested below is OPTIONAL,
it could prevent fraudulent attachment of this certificate to another document.

DESCRIPTION OF ATTACHED DOCUMENT:

Title or Type of Document: Affidavit of Albert Lissoy, CEO of Plaintiff Far West Industries, re California Judgement against Michael J. Mona, Jr.

Date of Document: February 16, 2016 Number of Pages: two (2) plus California Jurat

Signer(s) Other Than Named Above: None

CAPACITY CLAIMED BY SIGNER: CEO of Far West Industries

Signer's Name : Albert Lissoy

☐ Individual

☒ Corporate Officer – Title(s): Chief Executive Officer

☐ Partner – ☐ Limited ☐ General

☐ Attorney in Fact _____

☐ Trustee

☐ Guardian or Conservator

Other: _____

Signer is Representing: Far West Industries, a CA corporation

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on February 16, 2016, pursuant to EDCR 8.05 and NRCPC 5(b), I caused to be served electronically using the Court's E-File & Serve System, a true and correct copy of the foregoing **PLAINTIFF FAR WEST INDUSTRIES' MOTION: (1) 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.** 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.

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agandara@nevadafirm.com
nmoseley@nevadafirm.com

1 I FURTHER CERTIFY that on February 16, 2016, I caused a true and correct copy of the
2 foregoing **PLAINTIFF FAR WEST INDUSTRIES' MOTION: (1) DEFAULT JUDGMENT**
3 **AGAINST ROEN VENTURES, LLC FOR UNTIMELY ANSWERS TO WRIT OF**
4 **GARNISHMENT INTERROGATORIES; AND (2) TO COMPEL ROEN VENTURES,**
5 **LLC'S TURNOVER OF PAYMENTS MADE TO, ON BEHALF OF, OR FOR THE**
6 **BENEFIT OF MICHAEL J. MONA, JR.** to be served to the parties below via first class mail:

7 James E. Whitmire, Esq.
8 SANTORO WHITMIRE
9 10100 West Charleston Boulevard,
10 Suite 250
11 Las Vegas, Nevada 89135
12 Attorney for Rhonda Helene Mona

Erika Pike Turner
GARMAN TURNER GORDON
650 White Drive
Suite 100
Las Vegas, Nevada 89119
Attorney for Roen Ventures, LLC

10 Tye S. Hanseen, Esq.
11 Terry A. Coffing, Esq.
12 MARQUIS AURBACH COFFING
13 1001 Park Run Drive
14 Las Vegas, NV 89145
15 Attorneys for CannaVest Corp.

16 /s/ Norma S. Moseley
17 An employee of Holley Driggs Walch
18 Fine Wray Puzey & Thompson
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EXHIBIT 1

EXHIBIT 1

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

APR 27 2012

HJV

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 ~~NONE PRO~~
~~TUNC~~

Action Filed: March 24, 2008

Trial Date: September 23, 2011

GREEN & HALL
ATTORNEYS AT LAW
RIVERSIDE, CALIFORNIA

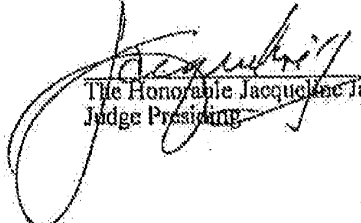
On February 23, 2012, the Honorable Jacqueline Jackson entered Finding of Fact and Conclusion of Law in the above-referenced matter. Based upon those Findings and Conclusion, Judgment is hereby entered in favor of Plaintiff Far West Industries, a California corporation and against the following Defendants, 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 ~~NONE PRO~~ TUNC

GREEN & HALL
ATTORNEYS AT LAW
GREENSBORO, NORTH CAROLINA

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

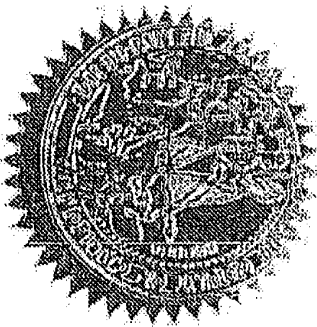
3 Dated: 4/27/12


The Honorable Jacqueline Jackson,
Judge Presiding

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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 7th 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

EXHIBIT 2

EXHIBIT 2

MANAGEMENT AGREEMENT

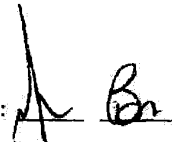
THIS Agreement is made and entered into this 23rd day of November, 2013, by and between Michael J. Mona (hereafter "General Manager") and Roen Ventures, LLC, whose principal offices are located in Las Vegas, Nevada (hereafter "Roen").

General Manager has significant knowledge, expertise and personal relationships in certain industries in which Roen intends to operate, which knowledge and expertise would be beneficial to Roen's continuing operations and growth. Roen has requested that General Manager provide management services specified below and General Manager has agreed to render said services in accordance with the terms and conditions of this Agreement. Now, therefore, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Term. This Agreement shall become effective on the date stated above and shall continue until terminated as provided hereafter.

2. Services. Roen hereby retains and General Manager accepts Roen's appointment as its general manager with specific responsibilities to watch over and manage Roen's loan and investment portfolio, and to guide and assist Roen in establishing, developing and offering products and services as may be designated by the Company's Executive Committee from time to time. The Parties expressly acknowledge and agree that Roen may also request that General Manager render services to entities owned by or affiliated with Roen. Notwithstanding the foregoing, General Manager shall not represent or hold himself out as having an ownership interest in Roen or as a control person of said company but shall report directly to the Company's Chairman in all material decisions related to Roen, its operations or financial matters. Furthermore, notwithstanding anything to the contrary herein, during the term of this Agreement, General Manager shall have the absolute right to accept and perform consulting work for 3rd parties, and to conduct General Manager's own business affairs so long as such 3rd party consulting work or personal financial ventures are not competitive with the services or interests of Roen or its affiliated companies.

3. Performance. General Manager shall use his best efforts in the performance of his obligations under this Agreement, and shall solely determine the method, details and means of performing the above-described Services. General Manager may, at his expense, employ such assistants as General Manager deems necessary to perform the Services and Roen will not control, direct or supervise General Manager's assistants or employees in any manner. Roen and General Manager expressly acknowledge and agree that General Manager has not made, nor does General Manager make, any representations or guarantees as to the success of General Manager's services or efforts on Roen's behalf.



4. Independent Contractor. The relationship of General Manager to Roen shall be that of an independent contractor. General Manager shall not be considered or deemed to be an employee of Roen for any purpose. General Manager shall have no authority to bind Roen in any manner whatsoever without Roen's prior express written authorization. Each party shall be responsible to pay their respective state and federal taxes, withholding and other forms of payments to any governmental entity, if any, incurred or payable as a result of General Manager's services.

5. Compensation. For the services performed by General Manager, Roen agrees to pay the following to or on behalf of General Manager:

(a) the monthly mortgage payment (including property taxes, insurance and interest) on the residence located at 2793 Red Arrow Dr., Las Vegas, Nevada or such other residence as General Manager may chose as his principal residence while in Las Vegas. In the event said residence is a leased property at any time, Roen will pay the lease payment associated therewith;

(b) the purchase of a vehicle, including payment of monthly payments and auto insurance associated therewith, selected by General Manager. Said vehicle shall be used primarily for business purpose, but may be used by the General Manager for personal use as well;

(c) such performance bonuses as may be determined from time to time at the discretion of Roen. The amount and timing of payment of any such performance bonuses will be determined solely by Roen; and

(d) reimbursement for such expenses that General Manager may incur on behalf of Roen. General Manager shall provide such documentation as may be required by Roen evidencing all expenditures for which reimbursement is sought. Reimbursements may be paid directly to such credit card issuer or vendor as may be associated with a particular expense for which reimbursement is sought.

6. Termination. The initial term of this Agreement shall be for a period of three (3) years commencing on the date this Agreement is executed (the "Initial Term"). Unless either Party notifies the other, in writing, not later than sixty (60) days prior to the expiration of the Initial Term that it does not wish to renew this Agreement for a subsequent term, this Agreement shall automatically renew for additional terms of one (1) year each (each a "Renewal Term") upon the same terms and conditions. Notwithstanding the foregoing, a Party hereto may terminate this Agreement during the Initial Term or a subsequent Renewal Term for 'cause'. As used herein, the term "for cause" shall mean and refer to:

(i) General Manager's failure to observe or perform his obligations hereunder; or

(ii) the institution by or against General Manager of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of General Manager's debts, upon General Manager's making an assignment for the benefit of creditors, or upon General Manager's death or permanent disability.

Where Roen is terminating this Agreement for cause, Roen shall specify in the notice of termination the cause(s) for termination upon which Roen is relying. General Manager shall have a period of thirty (30) days to cure such matters to the satisfaction of Roen, in Roen's sole discretion. General Manager's failure to cure such causes within said period shall result in the termination being effective at the conclusion of said cure period. If Roen terminates this Agreement for cause, or General Manager terminates this Agreement for any reason, Roen's obligation to pay the compensation set forth above in Section 5 shall cease after the termination date provided, however, said termination shall not affect compensation already "earned" by General Manager under this Agreement to the date of termination.

Should Roen terminate this Agreement without cause, Roen will continue to pay General Manager the compensation as set forth in Section 5 until (a) the expiration of the Initial Term of this Agreement, or (b) if the expiration of an Initial Term is less than twelve (12) months from the date of termination, then for such additional time as is required to constitute a twelve (12) month period from said termination date. The termination of this Agreement shall not be deemed to waive, eliminate or reduce a party's liability to the other for a breach or violation of this Agreement. Moreover, the rights and obligations of the Parties that are set forth in Sections 5 through 8 shall survive the termination of this Agreement.

7. Indemnification; Third Party Beneficiaries. Roen shall indemnify and hold General Manager harmless upon demand for any and all liability or loss threatened by third parties against or incurred by General Manager arising from the relationship established by this Agreement. The Parties expressly acknowledge and agree that the provisions of this Agreement, including the rights and obligations of the Parties hereto, are personal to the respective Party and shall not be interpreted or be deemed to extend any such benefit, right or obligation to any third party, whether it be as a third party beneficiary or otherwise.

8. Confidentiality. Roen and General Manager each agree to keep confidential and not to disclose, directly or indirectly, any information, strategies, customer lists, contacts or financial data provided to the other party, or to which Roen or General Manager may become aware relative to the other party, its operations, contacts, and financial status during the term of this Agreement, all of which shall be deemed proprietary in nature, without the express consent of the other party. The parties recognize that a breach of this covenant will result in damages to the non-breaching party for which an award of monetary damages would be inadequate. Consequently, the non-breaching party shall be entitled to injunctive relief, in addition to such other remedies as may be provided by law or in equity.

9. Governing Law/Legal Proceedings. This Agreement was negotiated and entered into in the State of Nevada and shall be governed in all respects by the laws of Nevada, without giving effect to the principles of conflicts of laws. Jurisdiction for any legal actions arising from or relating to this Agreement shall reside exclusively with the state and federal courts in the State of Nevada. Venue for any such actions shall lie in Clark County. In the event a legal proceeding is commenced to enforce the terms of this Agreement, the prevailing party shall be entitled to an award of its costs and attorneys fees incurred therein.

EXHIBIT 3

EXHIBIT 3

MANAGEMENT AGREEMENT

THIS Agreement is made and entered into this 23rd day of November, 2013, by and between Michael J. Mona (hereafter "General Manager") and Roen Ventures, LLC, whose principal offices are located in Las Vegas, Nevada (hereafter "Roen").

General Manager has significant knowledge, expertise and personal relationships in certain industries in which Roen intends to operate, which knowledge and expertise would be beneficial to Roen's continuing operations and growth. Roen has requested that General Manager provide management services specified below and General Manager has agreed to render said services in accordance with the terms and conditions of this Agreement. Now, therefore, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Term. This Agreement shall become effective on the date stated above and shall continue until terminated as provided hereafter.

2. Services. Roen hereby retains and General Manager accepts Roen's appointment as its general manager with specific responsibilities to watch over and manage Roen's loan and investment portfolio, and to guide and assist Roen in establishing, developing and offering products and services as may be designated by the Company's Executive Committee from time to time. The Parties expressly acknowledge and agree that Roen may also request that General Manager render services to entities owned by or affiliated with Roen. Notwithstanding the foregoing, General Manager shall not represent or hold himself out as having an ownership interest in Roen or as a control person of said company but shall report directly to the Company's Chairman in all material decisions related to Roen, its operations or financial matters. Furthermore, notwithstanding anything to the contrary herein, during the term of this Agreement, General Manager shall have the absolute right to accept and perform consulting work for 3rd parties, and to conduct General Manager's own business affairs so long as such 3rd party consulting work or personal financial ventures are not competitive with the services or interests of Roen or its affiliated companies.

3. Performance. General Manager shall use his best efforts in the performance of his obligations under this Agreement, and shall solely determine the method, details and means of performing the above-described Services. General Manager may, at his expense, employ such assistants as General Manager deems necessary to perform the Services and Roen will not control, direct or supervise General Manager's assistants or employees in any manner. Roen and General Manager expressly acknowledge and agree that General Manager has not made, nor does General Manager make, any representations or guarantees as to the success of General Manager's services or efforts on Roen's behalf.

AM BR

4. Independent Contractor. The relationship of General Manager to Roen shall be that of an independent contractor. General Manager shall not be considered or deemed to be an employee of Roen for any purpose. General Manager shall have no authority to bind Roen in any manner whatsoever without Roen's prior express written authorization. Each party shall be responsible to pay their respective state and federal taxes, withholding and other forms of payments to any governmental entity, if any, incurred or payable as a result of General Manager's services.

5. Compensation. For the services performed by General Manager, Roen agrees to pay the following to or on behalf of General Manager:

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(b) the purchase of a vehicle, including payment of monthly payments and auto insurance associated therewith, selected by General Manager. Said vehicle shall be used primarily for business purpose, but may be used by the General Manager for personal use as well;

(c) such performance bonuses as may be determined from time to time at the discretion of Roen. The amount and timing of payment of any such performance bonuses will be determined solely by Roen; and

(d) reimbursement for such expenses that General Manager may incur on behalf of Roen. General Manager shall provide such documentation as may be required by Roen evidencing all expenditures for which reimbursement is sought. Reimbursements may be paid directly to such credit card issuer or vendor as may be associated with a particular expense for which reimbursement is sought.

6. Termination. The initial term of this Agreement shall be for a period of three (3) years commencing on the date this Agreement is executed (the "Initial Term"). Unless either Party notifies the other, in writing, not later than sixty (60) days prior to the expiration of the Initial Term that it does not wish to renew this Agreement for a subsequent term, this Agreement shall automatically renew for additional terms of one (1) year each (each a "Renewal Term") upon the same terms and conditions. Notwithstanding the foregoing, a Party hereto may terminate this Agreement during the Initial Term or a subsequent Renewal Term for 'cause'. As used herein, the term "for cause" shall mean and refer to:

(i) General Manager's failure to observe or perform his obligations hereunder; or

(ii) the institution by or against General Manager of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of General Manager's debts, upon General Manager's making an assignment for the benefit of creditors, or upon General Manager's death or permanent disability.

Where Roen is terminating this Agreement for cause, Roen shall specify in the notice of termination the cause(s) for termination upon which Roen is relying. General Manager shall have a period of thirty (30) days to cure such matters to the satisfaction of Roen, in Roen's sole discretion. General Manager's failure to cure such causes within said period shall result in the termination being effective at the conclusion of said cure period. If Roen terminates this Agreement for cause, or General Manager terminates this Agreement for any reason, Roen's obligation to pay the compensation set forth above in Section 5 shall cease after the termination date provided, however, said termination shall not affect compensation already "earned" by General Manager under this Agreement to the date of termination.

Should Roen terminate this Agreement without cause, Roen will continue to pay General Manager the compensation as set forth in Section 5 until (a) the expiration of the Initial Term of this Agreement, or (b) if the expiration of an Initial Term is less than twelve (12) months from the date of termination, then for such additional time as is required to constitute a twelve (12) month period from said termination date. The termination of this Agreement shall not be deemed to waive, eliminate or reduce a party's liability to the other for a breach or violation of this Agreement. Moreover, the rights and obligations of the Parties that are set forth in Sections 5 through 8 shall survive the termination of this Agreement.

7. Indemnification: Third Party Beneficiaries. Roen shall indemnify and hold General Manager harmless upon demand for any and all liability or loss threatened by third parties against or incurred by General Manager arising from the relationship established by this Agreement. The Parties expressly acknowledge and agree that the provisions of this Agreement, including the rights and obligations of the Parties hereto, are personal to the respective Party and shall not be interpreted or be deemed to extend any such benefit, right or obligation to any third party, whether it be as a third party beneficiary or otherwise.

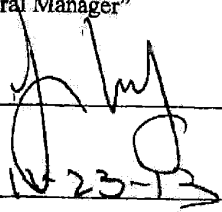
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9. Governing Law/Legal Proceedings. This Agreement was negotiated and entered into in the State of Nevada and shall be governed in all respects by the laws of Nevada, without giving effect to the principles of conflicts of laws. Jurisdiction for any legal actions arising from or relating to this Agreement shall reside exclusively with the state and federal courts in the State of Nevada. Venue for any such actions shall lie in Clark County. In the event a legal proceeding is commenced to enforce the terms of this Agreement, the prevailing party shall be entitled to an award of its costs and attorneys fees incurred therein.

"General Manager"

By

Date

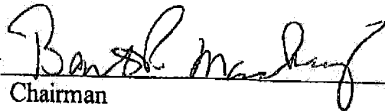

11/23/13

"Roan"

By

Its Chairman

Date


11/23/13

Initials:



EXHIBIT 4

EXHIBIT 4

1 **WRTE**

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 **WRIT OF EXECUTION**

28 ☒ Earnings ☐ Other Property
☐ Earnings, Order of Support

THE STATE OF NEVADA TO THE SHERIFF/CONSTABLE – CLARK COUNTY,
GREETINGS:

On April 27, 2012, a judgment, upon which there is due in United States Currency the following amounts, was entered in this action in favor of Plaintiff Far West Industries as judgment creditor and against Michael J. Mona, Jr. as judgment debtor. Interest and costs have accrued in the amounts shown. Any satisfaction has been credited first against total accrued interest and costs, leaving the following net balance, which sum bears interest at 10% per annum, \$4,967.30 per day from issuance of this writ to date of levy and to which sum must be added all

1 commissions and costs of executing this Writ.

2 JUDGMENT BALANCE

AMOUNTS TO BE COLLECTED BY LEVY

3	Principal	<u>\$17,777,562.18</u>	NET BALANCE	<u>\$24,617,537.81</u>
4	Attorneys' Fees	<u>\$327,548.84</u>	Fee this Writ	<u> </u>
5	Court Costs	<u>\$25,562.56</u>	Garnishment Fee	<u> </u>
6	JUDGMENT TOTAL	<u>\$18,130,673.58</u>	Levy Fee	<u> </u>
7	Accrued Costs	<u> </u>	Advertising	<u> </u>
8	Accrued Interest	<u>\$6,522,075.14</u>	Storage	<u> </u>
9	Less Satisfaction	<u>\$35,210.91</u>	Interest from	<u> </u>
10			Date of Issuance	<u> </u>
11	NET BALANCE	<u>\$24,617,537.81</u>	SUB-TOTAL	<u> </u>
12			Commission	<u> </u>
13			TOTAL LEVY	<u> </u> Total
14				

15 NOW THEREFORE, you are commanded to satisfy the judgment for the total amount
16 due out of the following described personal property and if sufficient personal property cannot be
17 found, then out of the following described real property: "Earnings," which means
18 compensation paid or payable for personal services performed in the regular course of business,
19 including, without limitation, compensation designated as income, wages, tips, a salary, a
20 commission or a bonus, of Judgment Debtor Michael J. Mona, Jr., paid by Roen Ventures LLC.
21 Earnings includes, but is not limited to, payments made on behalf of Judgment Debtor Michael J.
22 Mona, Jr. for the monthly mortgage payment on the residence located at 2793 Red Arrow Drive,
23 Las Vegas, Nevada, any residential lease payments made on behalf of Judgment Debtor Michael
24 J. Mona, Jr., the monthly payments and auto insurance associated with the purchase of any
25 vehicle for Judgment Debtor Michael J. Mona, Jr., performance bonuses, and reimbursements for
26 expenses of Judgment Debtor Michael J. Mona, Jr., all of which are compensation for services
27 performed by Judgment Debtor Michael J. Mona, Jr. under the Management Agreement dated
28 November 23, 2013 between Judgment Debtor Michael J. Mona, Jr. and Roen Ventures LLC.

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(See below for exemptions which may apply)

EXEMPTIONS WHICH APPLY TO THIS LEVY
(Check appropriate paragraph and complete as necessary)

☐ Property other than wages. The exemption set forth in NRS 21.090 or in other applicable Federal Statutes may apply, consult an attorney.

☒ Earnings

The amount subject to garnishment and this writ shall not exceed for any one pay period the lessor of:

A. 25% of the disposable earnings due the judgment debtor for the pay period, or

B. The difference between the disposable earnings for the period of \$100.50 per week for each week of the pay period.

☐ Earnings (Judgment or Order of Support)

A Judgment was entered for amounts due under a decree or order entered on _____, 20____, by the _____ for support of _____, for the period from _____, 20____, through _____, 20____, in _____ installments or \$ _____.

The amount of disposable earnings subject to garnishment and this writ shall not exceed for any one pay period:

☐ A maximum of 50 percent of the disposable earnings of such judgment debtor who is supporting a spouse or dependent child other than the dependent named above:

☐ A maximum of 60 percent of the disposable earnings of such judgment debtor who is not supporting a spouse or dependent child other than the dependent named above;

☐ Plus an additional 5 percent of the disposable earnings of such judgment debtor if and to extent that the judgment is for support due for a period of time more than 12 weeks prior to the beginning of the work period of the judgment debtor during which the levy is made upon the disposable earnings.

NOTE: Disposable earnings are defined as gross earnings less deductions for Federal Income Tax Withholding, Federal Social Security Tax and Withholding for any State, County or City Taxes.

You are required to return this Writ from date of issuance not less than 10 days or more than 60

1 days with the results of your levy endorsed thereon.

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Submitted By:

Amel Sci
(SIGNATURE)

STEVEN D. GRIERSON, CLERK OF COURT

By: *Michelle McCarthy* Date DEC 04 2015
Deputy Clerk

F. THOMAS EDWARDS, ESQ.
Nevada Bar No. 9549
ANDREA M. GANDARA
Nevada Bar No. 12580
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

MICHELLE MCCARTHY

RETURN

Not satisfied	\$	
Satisfied in sum of	\$	
Costs retained	\$	
Commission retained	\$	
Costs incurred	\$	
Commission incurred	\$	
Costs Received	\$	

I hereby certify that I have this date
returned the foregoing Writ of Execution
with the results of the levy endorsed
thereon.

SHERIFF/CONSTABLE – CLARK
COUNTY

REMITTED TO
JUDGMENT CREDITOR \$

By:

Deputy Date

EXHIBIT 5

EXHIBIT 5

INSTRUCTIONS TO SHERIFF/CONSTABLE - CLARK COUNTY

FAR WEST INDUSTRIES, a California corporation,

Plaintiff/Judgment Creditor,

--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; DOES 1 through 100, inclusive,

Defendants/Judgment Debtors.

Court (District, Justice, Municipal, Other)

District Court, Clark County, Nevada
SHERIFF/CONSTABLE - CLARK COUNTY

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

DEC 10 2015

2015 DEC -9 A 4 01
LAS VEGAS
CONSTABLES OFFICE

Case No.

\$
Storage Deposit or Fees Collected

You are hereby instructed to levy by virtue of the accompanying Writ, in the above entitled suit, by following below instructions:

"Earnings," which means compensation paid or payable for personal services performed in the regular course of business, including, without limitation, compensation designated as income, wages, tips, a salary, a commission or a bonus, of Judgment Debtor Michael J. Mona, Jr., paid by Roen Ventures, LLC. Earnings includes, but is not limited to, payments made on behalf of Judgment Debtor Michael J. Mona, Jr. for the monthly mortgage payment on the residence located at 2793 Red Arrow Dr., Las Vegas, Nevada, any residential lease payments made on behalf of Judgment Debtor Michael J. Mona, Jr., the monthly payments and auto insurance associated with the purchase of any vehicle for Judgment Debtor Michael J. Mona, Jr., performance bonuses, and reimbursements for expenses of Judgment Debtor Michael J. Mona, Jr., all of which are compensation for services performed by Judgment Debtor Michael J. Mona, Jr. under the Management Agreement dated November 23, 2013 between Judgment Debtor Michael J. Mona, Jr. and Roen Ventures LLC.

All amounts collected shall be paid to "FAR WEST INDUSTRIES".

FAR WEST INDUSTRIES,
c/o F. Thomas Edwards, Esq.
Holley Driggs Walch
Fine Wray Puzey & Thompson
400 South Fourth Street, Third Floor
Las Vegas, Nevada 89101

SERVED

CRANE

Please serve
for sure
12/7/2015

*Last known address for Roen Ventures LLC is 6325 South Jones Boulevard, Suite 500, Las Vegas, NV 89118

Please serve the Notice of Execution and Writ of Execution by Mail to the following:

Terry A. Coffing, Esq.
Tye S. Hanseen, Esq.
Marquis Aurbach Coffing
10001 Park Run Drive
Law Vegas, NV 89145

Counsel for Michael J. Mona, Jr.

PRINT NAME

SIGNATURE

(Continued on following page)

JOB TITLE

PRINT NAME

SIGNATURE

JOB TITLE

LVTC#

40372

01-12-'16 15:42 TO- 7027911912

FROM- LV CONSTABLE OFFICE P0015/0027 T-135 F-514

It is hereby acknowledged that vague or otherwise unenforceable instructions shall not be processed and will be returned to the preparer for redrafting. Bench Warrants must include DOB, and Social Security Number. Instructions to execute on vehicles must include VIN #, make, model, year, Lic. # and color. All other personal or real property attached or executed upon must have complete description. Advance money deposit is required with all instructions or property to be placed in storage or in custody of a keeper (NRS 31.065). Incomplete or unsigned instructions will not be accepted for service.

12/00/2015

Date

Andrea M. Gandara

Signature of Attorney or Litigant

F. Thomas Edwards, Esq.

Andrea M. Gandara, Esq.

Holley Driggs Walch Fine Wray Puzey Thompson

Type or Print Name and Business

400 South Fourth St., Third Floor
Las Vegas, Nevada 89101

Address

(702) 791-0308

Telephone

10594-01/1538959

S-34 (Rev. 06/88)

WRITE**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**WRIT OF EXECUTION**☒ **Earnings** ☐ **Other Property**
☐ **Earnings. Order of Support****THE STATE OF NEVADA TO THE SHERIFF/CONSTABLE – CLARK COUNTY,
GREETINGS:**

On April 27, 2012, a judgment, upon which there is due in United States Currency the following amounts, was entered in this action in favor of Plaintiff Far West Industries as judgment creditor and against Michael J. Mona, Jr. as judgment debtor. Interest and costs have accrued in the amounts shown. Any satisfaction has been credited first against total accrued interest and costs, leaving the following net balance, which sum bears interest at 10% per annum, \$4,967.30 per day from issuance of this writ to date of levy and to which sum must be added all

1 commissions and costs of executing this Writ.

2 JUDGMENT BALANCE

AMOUNTS TO BE COLLECTED BY LEVY

3	Principal	<u>\$17,777,562.18</u>	NET BALANCE	<u>\$24,617,537.81</u>
4	Attorneys' Fees	<u>\$327,548.84</u>	Fee this Writ	<u> </u>
5	Court Costs	<u>\$25,562.56</u>	Garnishment Fee	<u>5.00</u>
6	JUDGMENT TOTAL	<u>\$18,130,673.58</u>	Levy Fee	<u>18</u>
7	Accrued Costs	<u> </u>	Milage	<u>16</u>
8	Accrued Interest	<u>\$6,522,075.14</u>	Storage	<u> </u>
9	Less Satisfaction	<u>\$35,210.91</u>	Interest from	<u> </u>

10		Date of Issuance	<u> </u>
11	NET BALANCE	<u>\$24,617,537.81</u>	SUB-TOTAL <u>24,617,537.81</u>
12		Commission	<u>123,140.39</u>
13		TOTAL LEVY	<u>24,740,717.20</u> Total

15 NOW THEREFORE, you are commanded to satisfy the judgment for the total amount
 16 due out of the following described personal property and if sufficient personal property cannot be
 17 found, then out of the following described real property: "Earnings," which means
 18 compensation paid or payable for personal services performed in the regular course of business,
 19 including, without limitation, compensation designated as income, wages, tips, a salary, a
 20 commission or a bonus, of Judgment Debtor Michael J. Mona, Jr., paid by Roen Ventures LLC.
 21 Earnings includes, but is not limited to, payments made on behalf of Judgment Debtor Michael J.
 22 Mona, Jr. for the monthly mortgage payment on the residence located at 2793 Red Arrow Drive,
 23 Las Vegas, Nevada, any residential lease payments made on behalf of Judgment Debtor Michael
 24 J. Mona, Jr., the monthly payments and auto insurance associated with the purchase of any
 25 vehicle for Judgment Debtor Michael J. Mona, Jr., performance bonuses, and reimbursements for
 26 expenses of Judgment Debtor Michael J. Mona, Jr., all of which are compensation for services
 27 performed by Judgment Debtor Michael J. Mona, Jr. under the Management Agreement dated
 28 November 23, 2013 between Judgment Debtor Michael J. Mona, Jr. and Roen Ventures LLC.

(See below for exemptions which may apply)

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EXEMPTIONS WHICH APPLY TO THIS LEVY
(Check appropriate paragraph and complete as necessary)

☐ Property other than wages. The exemption set forth in NRS 21.090 or in other applicable Federal Statutes may apply, consult an attorney.

☒ Earnings

The amount subject to garnishment and this writ shall not exceed for any one pay period the lesser of:

A. 25% of the disposable earnings due the judgment debtor for the pay period, or

B. The difference between the disposable earnings for the period of \$100.50 per week for each week of the pay period.

☐ Earnings (Judgment or Order of Support)

A Judgment was entered for amounts due under a decree or order entered on _____, 20____, by the _____ for support of _____, for the period from _____, 20____, through _____, 20____, in _____ installments or \$ _____.

The amount of disposable earnings subject to garnishment and this writ shall not exceed for any one pay period:

☐ A maximum of 50 percent of the disposable earnings of such judgment debtor who is supporting a spouse or dependent child other than the dependent named above:

☐ A maximum of 60 percent of the disposable earnings of such judgment debtor who is not supporting a spouse or dependent child other than the dependent named above;

☐ Plus an additional 5 percent of the disposable earnings of such judgment debtor if and to extent that the judgment is for support due for a period of time more than 12 weeks prior to the beginning of the work period of the judgment debtor during which the levy is made upon the disposable earnings.

NOTE: Disposable earnings are defined as gross earnings less deductions for Federal Income Tax Withholding, Federal Social Security Tax and Withholding for any State, County or City Taxes.

You are required to return this Writ from date of issuance not less than 10 days or more than 60

1 days with the results of your levy endorsed thereon.

2

3 Submitted By:

STEVEN D. GRIERSON, CLERK OF COURT

4

(SIGNATURE)

By:

Deputy Clerk

Date

5

6 F. THOMAS EDWARDS, ESQ.

MICHELLE MCCARTHY

DEC 04 2015

7 Nevada Bar No. 9549

8 ANDREA M. GANDARA

9 Nevada Bar No. 12580

10 HOLLEY DRIGGS WALCH

11 FINE WRAY PUZEY & THOMPSON

12 400 South Fourth Street, Third Floor

13 Las Vegas, Nevada 89101

RETURN

14 Telephone: 702/791-0308

15 Facsimile: 702/791-1912

16 Attorneys for Plaintiff Far West Industries

17

18 I hereby certify that I have this date
19 returned the foregoing Writ of Execution
20 with the results of the levy endorsed
21 thereon.

22

23 SHERIFF/CONSTABLE - CLARK
24 COUNTY

25

26 By:

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Deputy

Date

Not satisfied \$

Satisfied in sum of \$

Costs retained \$

Commission retained \$

Costs incurred \$

Commission incurred \$

Costs Received \$

REMITTED TO
JUDGMENT CREDITOR \$

WRTG

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**WRIT OF GARNISHMENT****THE STATE OF NEVADA TO:**BART A. MACKAY, RESIDENT AGENT AND MANAGER
ROEN VENTURES, LLC
6325 SOUTH JONES BOULEVARD
SUITE 500
LAS VEGAS, NEVADA 89118

You are hereby notified that you are attached as garnishee in the above entitled action and you are commanded not to pay any debt from yourself to Defendant MICHAEL J. MONA, JR. ("Judgment Debtor" or "Defendant"), and that you must retain possession and control of all personal property, money, credit, debts, effects and choses in action of Defendant in order that the same may be dealt with according to law. Where such property consists of wages, salaries,

1 commissions or bonuses, the amount you shall retain be in accordance with 15 U.S.C. § 1673
2 and NRS 31.295. Plaintiff FAR WEST INDUSTRIES ("Plaintiff") believes that you have
3 property, money, credits, debts, effects and choses in action in your hands and under your
4 custody and control belonging to Defendant described as:

5 "Earnings," which means compensation paid or payable for personal services performed
6 in the regular course of business, including, without limitation, compensation designated as
7 income, wages, tips, a salary, a commission or a bonus, of Judgment Debtor Michael J. Mona,
8 Jr., paid by Roen Ventures LLC. Earnings includes, but is not limited to, payments made on
9 behalf of Judgment Debtor Michael J. Mona, Jr. for the monthly mortgage payment on the
10 ~~residence located at 2793 Red Arrow Drive, Las Vegas, Nevada, any residential lease payments~~
11 made on behalf of Judgment Debtor Michael J. Mona, Jr., the monthly payments and auto
12 insurance associated with the purchase of any vehicle for Judgment Debtor Michael J. Mona, Jr.,
13 performance bonuses, and reimbursements for expenses of Judgment Debtor Michael J. Mona,
14 Jr., all of which are compensation for services performed by Judgment Debtor Michael J. Mona,
15 Jr. under the Management Agreement dated November 23, 2013 between Judgment Debtor
16 Michael J. Mona, Jr. and Roen Ventures LLC.

17 **YOU ARE REQUIRED** within 20 days from the date of service of this Writ of
18 Garnishment to answer the interrogatories set forth herein and to return your answers to the
19 office of the Sheriff or Constable which issues the Writ of Garnishment. In case of your failure
20 to answer the interrogatories within 20 days, a Judgment by Default in the amount due the
21 Plaintiff may be entered against you.

22 **IF YOUR ANSWERS TO** the interrogatories indicate that you are the employer of
23 Defendant Michael J. Mona, Jr., this Writ of Garnishment shall be deemed to **CONTINUE FOR**
24 **120 DAYS**, or until the amount demanded in the Writ is satisfied, whichever occurs earlier less
25 any amount which is exempt and less \$3.00 per pay period not to exceed \$12.00 per month
26 which you may retain as a fee for compliance. The \$3.00 fee does not apply to the first pay
27 period covered by this Writ.

28 ///

YOU ARE FURTHER REQUIRED to serve a copy of your answers to the Writ of Garnishment on Plaintiff's attorney whose address appears below.

Dated this _____ day of _____, 2015.

Issued at direction of: **SHERIFF/CONSTABLE – CLARK COUNTY**

By:

Title

Date _____

HOLLEY DRIGGS WALCH
FINE WRAY PUZEY & THOMPSON

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

1 **INTERROGATORIES TO BE ANSWERED BY THE GARNISHEE UNDER OATH:**

2 1. Are you in any manner indebted to Defendant Michael J. Mona, Jr., either in
3 property or money, and is the debt now due? If not due, when is the debt to become due? State
4 fully all particulars:

5 **ANSWER:** _____

6
7 2. Are you an employer of Defendant Michael J. Mona, Jr.? If so, state the length of
8 your pay period and the amount of disposable earnings, as defined in NRS 31.295, which each
9 person presently earns during a pay period. State the minimum amount of disposable earnings
10 that is exempt from this garnishment which is the federal minimum hourly wage prescribed by
11 section 6(a)(1) of the federal Fair Labor Standards Act of 1938, 29 U.S.C. § 206(a)(1), in effect
12 at the time the earnings are payable multiplied by 50 for each week the pay period, after
13 deducting any amount required by law to be withheld.

14 **Calculate the garnishable amount as follows:**

15 (Check one of the following) The employee is paid:

16 [A] Weekly: ___ [B] Biweekly: ___ [C] Semimonthly: ___ [D] Monthly: ___

17 (1) Gross Earnings.....\$ _____

18 (2) Deductions required by law (not including child support).....\$ _____

19 (3) Disposable Earning [Subtract line 2 from line 1]\$ _____

20 (4) Federal Minimum Wage.....\$ _____

21 (5) Multiply line 4 by 50.....\$ _____

22 (6) Complete the following direction in accordance with the letter selected above:

23 [A] Multiply line 5 by 1\$ _____

24 [B] Multiply line 5 by 2\$ _____

25 [C] Multiply line 5 by 52 and then divide by 24.....\$ _____

26 [D] Multiply line 5 by 52 and then divide by 12.....\$ _____

27 (7) Subtract line 6 from line 3.....\$ _____

28 This is the attachable earning. This amount must not exceed 25% of the disposable

1 earnings from line 3.

2 **ANSWER:** _____

3 3. Did you have in your possession, in your charge or under your control, on the date
4 the WRIT OF GARNISHMENT was served upon you any money, property, effects, good,
5 chattels, rights, credits or choses in the action of the Defendant Michael J. Mona, Jr., or in which
6 Defendant Michael J. Mona, Jr. is interested? If so, state its value and state fully all particulars.

7 **ANSWER:** _____

8
9 4. Do you know of any debts owing to the Defendant Michael J. Mona, Jr., whether due or
10 not due, or any money, property, effects, goods, chattels, rights, credits or choses in action,
11 belonging to Defendant Michael J. Mona, Jr., or in which Defendant Michael J. Mona, Jr. is
12 interested, and now in possession or under the control of others? If so, state particulars.

13 **ANSWER:** _____

14 5. Are you a financial institution with a personal account held by Defendant Michael
15 J. Mona, Jr.? If so, state the account number and the amount of money in the account which is
16 subject to garnishment. As set forth in NRS 21.105, \$2,000 or the entire amount in the account,
17 whichever is less, is not subject to garnishment if the financial institution reasonably identifies
18 that an electronic deposit of money has been made into the account within the immediately
19 preceding 45 days which is exempt from execution, including, without limitation, payments of
20 money described in NRS 21.105 or, if no such deposit has been made, \$400 or the entire amount
21 in the account, whichever is less, is not subject to garnishment, unless the garnishment is for the
22 recovery of money owed for the support of any person. The amount which is not subject to
23 garnishment does not apply to each account of the judgment debtor, but rather is an aggregate
24 amount that is not subject to garnishment.

25 **ANSWER:** _____

6. State your correct name and address, or the name and address of your attorney upon whom written notice of further proceedings in this action may be served.

ANSWER: _____

7. **NOTE:** If, without legal justification, an employer of Defendant Michael J. Mona, Jr. refuses to withhold earnings of them demanded in a WRIT OF GARNISHMENT or knowingly misrepresents the earnings of them, the Court shall order the employer to pay Plaintiff the amount of arrearages caused by the employer's refusal to withhold or the employer's misrepresentation of their earnings. In addition, the Court may order the employer to pay

Plaintiff punitive damages in an amount not to exceed \$1,000 for each pay period in which the employer has, without legal justification, refused to withhold their earnings or has misrepresented the earnings.

Garnishee

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

The undersigned, being duly sworn, states that I received the within WRIT OF GARNISHMENT on the ____ day of _____, 2015, and personally served the same on the ____ day of _____, 2015, by showing the original WRIT OF GARNISHMENT, informing of the contents and delivering and leaving a copy, along with the statutory fee of \$5.00, with _____ at _____, County of Clark, State of Nevada.

By: _____
Title

Garnishee

SUBSCRIBED AND SWORN to before me this
____ day of _____, 2015

NOTARY PUBLIC

6. State your correct name and address, or the name and address of your attorney upon whom written notice of further proceedings in this action may be served.

ANSWER: _____

7. NOTE: If, without legal justification, an employer of Defendant Michael J. Mona, Jr. refuses to withhold earnings of them demanded in a WRIT OF GARNISHMENT or knowingly misrepresents the earnings of them, the Court shall order the employer to pay Plaintiff the amount of arrearages caused by the employer's refusal to withhold or the employer's misrepresentation of their earnings. In addition, the Court may order the employer to pay

~~Plaintiff punitive damages in an amount not to exceed \$1,000 for each pay period in which the~~
employer has, without legal justification, refused to withhold their earnings or has misrepresented the earnings.

Garnishee

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

The undersigned, being duly sworn, states that I received the within WRIT OF GARNISHMENT on the 7th day of January, 2016, and personally served the same on the 7th day of January, 2016 by showing the original WRIT OF GARNISHMENT, informing of the contents and delivering and leaving a copy, along with the statutory fee of \$5.00, with Brian Murray at 6325 S Jones # 500, County of Clark, State of Nevada.

By: L. Crane P #959
Title

Garnishee

SUBSCRIBED AND SWORN to before me this
____ day of _____, 2015

NOTARY PUBLIC

EXHIBIT 6

EXHIBIT 6

1 **WRTG**

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

This WRIT must be answered,
signed and returned
to: Constable Las Vegas Township
302 E. Carson Ave., 5th Floor
Las Vegas, NV 89155

27 **WRIT OF GARNISHMENT**

28 **THE STATE OF NEVADA TO:**

29 **BART A. MACKAY, RESIDENT AGENT AND MANAGER**
30 **ROEN VENTURES, LLC**
31 **6325 SOUTH JONES BOULEVARD**
32 **SUITE 500**
33 **LAS VEGAS, NEVADA 89118**

34 You are hereby notified that you are attached as garnishee in the above entitled action
35 and you are commanded not to pay any debt from yourself to Defendant MICHAEL J. MONA,
36 JR. ("Judgment Debtor" or "Defendant"), and that you must retain possession and control of all
37 personal property, money, credit, debts, effects and choses in action of Defendant in order that
38 the same may be dealt with according to law. Where such property consists of wages, salaries,

1 commissions or bonuses, the amount you shall retain be in accordance with 15 U.S.C. § 1673
2 and NRS 31.295. Plaintiff FAR WEST INDUSTRIES ("Plaintiff") believes that you have
3 property, money, credits, debts, effects and choses in action in your hands and under your
4 custody and control belonging to Defendant described as:

5 "Earnings," which means compensation paid or payable for personal services performed
6 in the regular course of business, including, without limitation, compensation designated as
7 income, wages, tips, a salary, a commission or a bonus, of Judgment Debtor Michael J. Mona,
8 Jr., paid by Roen Ventures LLC. Earnings includes, but is not limited to, payments made on
9 behalf of Judgment Debtor Michael J. Mona, Jr. for the monthly mortgage payment on the
10 residence located at 2793 Red Arrow Drive, Las Vegas, Nevada, any residential lease payments
11 made on behalf of Judgment Debtor Michael J. Mona, Jr., the monthly payments and auto
12 insurance associated with the purchase of any vehicle for Judgment Debtor Michael J. Mona, Jr.,
13 performance bonuses, and reimbursements for expenses of Judgment Debtor Michael J. Mona,
14 Jr., all of which are compensation for services performed by Judgment Debtor Michael J. Mona,
15 Jr. under the Management Agreement dated November 23, 2013 between Judgment Debtor
16 Michael J. Mona, Jr. and Roen Ventures LLC.

17 **YOU ARE REQUIRED** within 20 days from the date of service of this Writ of
18 Garnishment to answer the interrogatories set forth herein and to return your answers to the
19 office of the Sheriff or Constable which issues the Writ of Garnishment. In case of your failure
20 to answer the interrogatories within 20 days, a Judgment by Default in the amount due the
21 Plaintiff may be entered against you.

22 **IF YOUR ANSWERS TO** the interrogatories indicate that you are the employer of
23 Defendant Michael J. Mona, Jr., this Writ of Garnishment shall be deemed to **CONTINUE FOR**
24 **120 DAYS**, or until the amount demanded in the Writ is satisfied, whichever occurs earlier less
25 any amount which is exempt and less \$3.00 per pay period not to exceed \$12.00 per month
26 which you may retain as a fee for compliance. The \$3.00 fee does not apply to the first pay
27 period covered by this Writ.

28 ///

YOU ARE FURTHER REQUIRED to serve a copy of your answers to the Writ of Garnishment on Plaintiff's attorney whose address appears below.

Dated this _____ day of _____, 2015.

Issued at direction of:

SHERIFF/CONSTABLE – CLARK COUNTY

T. MARIN P#9577

By:

Title

Date _____

HOLLEY DRIGGS WALCH

FINE WRAY PUZEY & THOMPSON

F. THOMAS EDWARDS, ESQ. (NBN 9549)

ANDREA M. GANDARA, ESQ. (NBN 12580)

400 South Fourth Street, Third Floor

Las Vegas, Nevada 89101

(Attorneys for Plaintiff Far West Industries)

1 **INTERROGATORIES TO BE ANSWERED BY THE GARNISHEE UNDER OATH:**

2 1. Are you in any manner indebted to Defendant Michael J. Mona, Jr., either in
3 property or money, and is the debt now due? If not due, when is the debt to become due? State
4 fully all particulars:

5 ANSWER: No debt due. Contention agreement expires
6 Nov 12, 2016. Possible payments due thereafter beginning July 2016 unless terminated

7 2. Are you an employer of Defendant Michael J. Mona, Jr.? If so, state the length of
8 your pay period and the amount of disposable earnings, as defined in NRS 31.295, which each
9 person presently earns during a pay period. State the minimum amount of disposable earnings
10 that is exempt from this garnishment which is the federal minimum hourly wage prescribed by
11 section 6(a)(1) of the federal Fair Labor Standards Act of 1938, 29 U.S.C. § 206(a)(1), in effect
12 at the time the earnings are payable multiplied by 50 for each week the pay period, after
13 deducting any amount required by law to be withheld.

14 **Calculate the garnishable amount as follows:**

15 (Check one of the following) The employee is paid:

16 [A] Weekly: ___ [B] Biweekly: ___ [C] Semimonthly: ___ [D] Monthly: ___

17 (1) Gross Earnings.....\$ 0

18 (2) Deductions required by law (not including child support).....\$ 0

19 (3) Disposable Earning [Subtract line 2 from line 1]\$ 0

20 (4) Federal Minimum Wage.....\$ 0

21 (5) Multiply line 4 by 50.....\$ 0

22 (6) Complete the following direction in accordance with the letter selected above:

23 [A] Multiply line 5 by 1\$ 0

24 [B] Multiply line 5 by 2\$ 0

25 [C] Multiply line 5 by 52 and then divide by 24.....\$ 0

26 [D] Multiply line 5 by 52 and then divide by 12.....\$ 0

27 (7) Subtract line 6 from line 3.....\$ 0

28 This is the attachable earning. This amount must not exceed 25% of the disposable

1 earnings from line 3.

2 ANSWER: Not an Employee

3 3. Did you have in your possession, in your charge or under your control, on the date
4 the WRIT OF GARNISHMENT was served upon you any money, property, effects, good,
5 chattels, rights, credits or choses in the action of the Defendant Michael J. Mona, Jr., or in which
6 Defendant Michael J. Mona, Jr. is interested? If so, state its value and state fully all particulars.

7 ANSWER: NONE

8
9 4. Do you know of any debts owing to the Defendant Michael J. Mona, Jr., whether due or
10 not due, or any money, property, effects, goods, chattels, rights, credits or choses in action,
11 belonging to Defendant Michael J. Mona, Jr., or in which Defendant Michael J. Mona, Jr. is
12 interested, and now in possession or under the control of others? If so, state particulars.

13 ANSWER: No Knowledge

14 5. Are you a financial institution with a personal account held by Defendant Michael
15 J. Mona, Jr.? If so, state the account number and the amount of money in the account which is
16 subject to garnishment. As set forth in NRS 21.105, \$2,000 or the entire amount in the account,
17 whichever is less, is not subject to garnishment if the financial institution reasonably identifies
18 that an electronic deposit of money has been made into the account within the immediately
19 preceding 45 days which is exempt from execution, including, without limitation, payments of
20 money described in NRS 21.105 or, if no such deposit has been made, \$400 or the entire amount
21 in the account, whichever is less, is not subject to garnishment, unless the garnishment is for the
22 recovery of money owed for the support of any person. The amount which is not subject to
23 garnishment does not apply to each account of the judgment debtor, but rather is an aggregate
24 amount that is not subject to garnishment.

25 ANSWER: ND

1 6. State your correct name and address, or the name and address of your attorney
2 upon whom written notice of further proceedings in this action may be served.

3 ANSWER: Epika Pike Turner, Garma Turner (Gardner),
4 650 White Drive, Suite 100, Las Vegas, NV 89119

5 7. NOTE: If, without legal justification, an employer of Defendant Michael J. Mona, Jr.
6 refuses to withhold earnings of them demanded in a WRIT OF GARNISHMENT or knowingly
7 misrepresents the earnings of them, the Court shall order the employer to pay Plaintiff the
8 amount of arrearages caused by the employer's refusal to withhold or the employer's
9 misrepresentation of their earnings. In addition, the Court may order the employer to pay
10 Plaintiff punitive damages in an amount not to exceed \$1,000 for each pay period in which the
11 employer has, without legal justification, refused to withhold their earnings or has
12 misrepresented the earnings.

13 Bentley M. M. M. M.
14 Garnishee

15 STATE OF NEVADA)
16 COUNTY OF CLARK) ss:

17 The undersigned, being duly sworn, states that I received the within WRIT OF
18 GARNISHMENT on the 14th day of January, 2015, and personally served the
19 same on the ____ day of _____, 2015, by showing the original WRIT OF
20 GARNISHMENT, informing of the contents and delivering and leaving a copy, along with the
21 statutory fee of \$5.00, with _____ at _____, County
22 of Clark, State of Nevada.

23 By: _____
24 Title

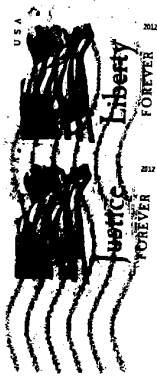
25 _____
26 Garnishee

26 SUBSCRIBED AND SWORN to before me this
27 _____ day of _____, 2015

28 NOTARY PUBLIC

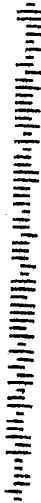
Rena Ventures LLC
6325 S. Jones Blvd Ste 500
Las Vegas, NV 89117

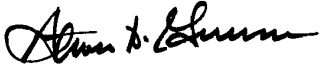
PROVO UT 846
29 JAN 2016 PM 2 T



F. Thomas Edwards, Esq.
Hollis Driggs Welch
400 S. 4th Street, 3rd floor
Las Vegas, NV 89101

8910136201 C091





CLERK OF THE COURT

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
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

PLAINTIFF FAR WEST INDUSTRIES'
MOTION TO REDUCE SANCTIONS
ORDER TO JUDGMENT

Plaintiff FAR WEST INDUSTRIES ("Far West"), by and through its attorneys, F. THOMAS EDWARDS, ESQ. and ANDREA M. GANDARA, ESQ. of the law firm of HOLLEY DRIGGS WALCH FINE WRAY PUZEY & THOMPSON, hereby files this Motion to Reduce Sanctions Order to Judgment.

Far West respectfully requests that the Court enter a Judgment of \$3,406,601.10 against RHONDA HELENE MONA ("Ms. Mona") and \$11,242.00 against Defendant MICHAEL J. MONA, JR. ("Mr. Mona") and Ms. Mona (collectively Mr. Mona and Ms. Mona are referred to as the "Monas") pursuant to its Order Regarding Order to Show Cause Why Accounts of Rhonda Mona Should Not Be Subject to Execution and Why the Court Should Not Find Monas in

1 Contempt (“Sanctions Order”)¹ and Plaintiff’s Memorandum of Fees and Costs Associated With
2 Order To Show Cause Why Accounts Of Rhonda Mona Should Not Be Subject To Execution
3 And Why The Court Should Not Find Monas In Contempt (“Memorandum of Fees and Costs”)².
4 This Motion is based upon the following Memorandum of Points and Authorities, attached
5 exhibits, and the pleadings and papers on file herein.

6 Dated this 19th day of February, 2016.

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

9 /s/ F. Thomas Edwards
10 F. THOMAS EDWARDS, ESQ.
11 Nevada Bar No. 9549
12 ANDREA M. GANDARA, ESQ.
13 Nevada Bar No. 12580
14 400 South Fourth Street, Third Floor
15 Las Vegas, Nevada 89101

16 Attorneys for Plaintiff Far West Industries
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27 ¹ See Sanctions Order, entered July 15, 2015, attached hereto as **Exhibit 1**.

28 ² See Memorandum of Fees and Costs, filed July 20, 2015, attached hereto as **Exhibit 2**.

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

Attorneys for Plaintiff Far West Industries

I.

During the July 9, 2015 hearing on the Order to Show Cause, the Court sanctioned the Monas and stated that “the evidence overwhelmingly support[ed] a finding of fraudulent transfer in regard to the Post-Marital Property Settlement Agreement, and the Court so find[s] that . . . was a fraudulent transfer and that those assets therefore remain community property subject to

1 execution.” See Transcript of Show Cause Hearing: Why Accounts Of Rhonda Mona Should
2 Not Be Subject To Execution And Why The Court Should Not Find Monas In Contempt (the
3 “OSC Hearing Transcript”), dated July 9, 2015, attached hereto as **Exhibit 3**, at 38:16-18.
4 Through the Post-Marital Settlement Agreement, the Monas explain that they have sold their
5 community property shares of Medical Marijuana, Inc., for \$6,813,202.20 and divided the
6 proceeds equally between themselves as their separate property, with each receiving
7 \$3,406,601.10, a fraudulent transfer. See Sanctions Order, entered July 15, 2015, Ex. 1, at 3:24-
8 28. The Court further awarded Far West its expenses based on the Monas’ failure to comply
9 with its orders. See OSC Hearing Transcript, dated July 9, 2015, Ex. 3, at 40:8-12.

10 On July 15, 2015, the Court entered the Sanctions Order, outlining in detail several
11 badges of fraud associated with the Post-Marital Settlement Agreement:

12 First, the transfer in the Post-Marital Settlement Agreement was to
13 an insider, Ms. Mona, as she is the wife of Mr. Mona, a judgment
14 debtor, and was at all relevant times the Trustee of the Mona
15 Family Trust, a judgment debtor.

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

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

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

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

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

1 Seventh, at the time of the transfer through the Post-Marital
2 Settlement Agreement, Mr. Mona was insolvent, or the transfer
3 rendered Mr. Mona insolvent shortly after it was made.
4 See Sanctions Order, entered July 15, 2015, Ex. 1, at 8:16-9:9; see also OSC Hearing Transcript,
5 dated July 9, 2015, Ex. 3, at 37:14-38:20 (describing facts demonstrating badges of fraud).
6 The Sanctions Order further stated:
7
8 **IT IS HEREBY FURTHER ORDERED** that the Monas’
9 purported transfer pursuant to the Post-Marital Property Settlement
10 Agreement is a fraudulent transfer, and the facts proving the
11 fraudulent transfer, including the badges of fraud outlined above,
12 are deemed established;
13
14 **IT IS HEREBY FURTHER ORDERED** that the facts entitling
15 Plaintiff to execute upon the bank accounts in the name of Mrs.
16 Mona are deemed established;
17
18 **IT IS HEREBY FURTHER ORDERED** that the Monas are
19 prohibited from claiming that any money purportedly transferred
20 pursuant to the Post-Marital Property Settlement Agreement and
21 any money in the bank accounts in the name of Mrs. Mona are
22 exempt from execution;
23
24 . . .
25
26 **IT IS HEREBY FURTHER ORDERED** that Plaintiff is awarded
27 reasonable expenses, including, without limitation, attorney’s fees
28 and costs incurred as a result of the failure to comply with the
Court’s orders, with Plaintiff to submit a bill of fees and costs no
later than July 20, 2015; and

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

See Sanctions Order, entered July 15, 2015, Ex. 1, at 10:7-28.

The Monas filed a Petition for Writ of Mandamus or Prohibition as to the Sanctions
Order on July 17, 2015. Among other arguments, the Monas contended that “a separate action
was required before imposing liability against Rhonda Mona.” See Petition for Writ of
Mandamus or Prohibition, filed July 17, 2015, attached hereto as **Exhibit 4**, at 16 of 30.

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1 On July 20, 2015, Far West filed the Memorandum of Fees and Costs itemizing fees and
2 costs of \$11,242.00 that Far West incurred in connection with the Order to Show Cause and July
3 9, 2015 hearing. See Memorandum of Fees and Costs, filed July 20, 2015, Ex. 2, at 2:1-3:6.

4 The same date, July 20, 2015, the Nevada Supreme Court issued its Order Granting
5 Temporary Stay that stayed the Sanctions Order and proceedings in the above-captioned action.
6 See Order Granting Temporary Stay, entered July 20, 2015, attached hereto as **Exhibit 5**.

7 On October 16, 2015, the Court issued its Order Regarding Motion on an Order
8 Shortening Time for Bond Pending Appeal (“Bond Order”), which ordered Mr. Mona and co-
9 Defendant Mona Family Trust Dated February 21, 2002 (the “Mona Family Trust”) to post a
10 bond of \$24,172,076.16 within seven business days of September 17, 2015 and Ms. Mona to post
11 a bond of \$490,000.00 within 30 calendar days of September 17, 2015. See Bond Order, dated
12 October 16, 2015, at 7:6-11.

13 The same date, October 16, 2015, the Nevada Supreme Court issued an Order that stayed
14 the supersedeas bond requirement and maintained the prior stay pending further briefing from
15 the parties. See Order, dated October 16, 2015, attached hereto as **Exhibit 6**, pp. 1-2.

16 On November 19, 2015, the Nevada Supreme Court issued an Order Denying Motion,
17 which stated:

18 This court’s stay entered August 31, 2015, and temporary stay
19 entered October 16, 2015, shall expire within 5 business days from
20 the date of this order unless the parties comply with the bond
requirements imposed by the district court in its written order of
October 16, 2015, as a condition of any stay.

21 See Order Denying Motion, dated November 19, 2015, attached hereto as **Exhibit 7**, at pp. 1-2.

22 Pursuant to the Bond Order and Order Denying Motion, the stay of this action and the
23 Sanctions Order pending appeal terminated on November 30, 2015 when Mr. Mona and Ms.
24 Mona failed to post the required bonds.

25 On September 14, 2015, Far West filed a lawsuit, Far West Industries v. Mona, et. al.,
26 Case No. A-15-724490-C, against the Monas, their son, Michael Mona III (“Michael III”), and
27 Michael III’s entity, Lundene Enterprises, LLC, for various fraudulent transfers, including the
28 Post-Marital Settlement Agreement (“Mona Fraudulent Transfer Action”). The Mona

1 Fraudulent Transfer Action is pending before the Honorable Judge Rob Bare. On December 4,
2 2015, the Monas filed a Motion to Dismiss the Mona Fraudulent Transfer Action. See
3 Defendants' Motion to Dismiss ("Motion to Dismiss"), attached hereto as **Exhibit 8**. Despite
4 arguing before the Nevada Supreme Court that a separate action was required before imposing
5 liability against Rhonda Mona in post-judgment proceedings, the Monas argued to Judge Bare
6 that Far West's claim should be dismissed because Far West has already successfully obtained a
7 final order that the \$3.4 million transfer between the Monas was a fraudulent transfer from this
8 Court. See Motion to Dismiss, filed December 4, 2015, Ex. 6, at 3:6-13 and Defendant Michael
9 J. Mona, Jr.'s Reply in Support of Motion to Dismiss, attached hereto as **Exhibit 9**, at 7:13-15.
10 The Monas further argued that "Claim and Issue Preclusion Further Bar the Second Cause of
11 Action for Fraudulent Transfer Because the Court Has Already Ruled on the Issue[.]" referring
12 to the Sanctions Order. See Motion to Dismiss, filed December 4, 2015, Ex. 8, at 9:6-14. On
13 December 18, 2015, Far West opposed the Monas' Motion to Dismiss and filed a countermotion
14 seeking judgment against Ms. Mona for \$3,406,601.10 based on the Sanctions Order and
15 fraudulent transfer effectuated through the Post-Marital Settlement Agreement.

16 On February 2, 2016, Judge Bare heard the Monas' Motion to Dismiss and Plaintiff Far
17 West Industries' Countermotion for Summary Judgment. Based upon the Monas' arguments that
18 this Court had already entered a final order regarding the \$3,406,601.10 fraudulent transfer
19 effectuated through the Post-Marital Settlement Agreement, Judge Bare denied Plaintiff Far
20 West Industries' Countermotion for Summary Judgment without prejudice, and expressly held
21 that Far West could pursue the judgment in this Court instead.

22 Far West's Judgment is now nearly \$25 million, including interest accruing at a rate of
23 \$4,967.30 per day.³

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26 ///

27 ³ Pursuant to CAL. CIV. PRO. CODE § 685.010(a), "Interest accrues at the rate of 10 percent per
28 annum on the principal amount of a money judgment remaining unsatisfied."

1 II.

2 **LEGAL ANALYSIS**

3 Far West is entitled to judgment of \$3,406,601.10 against Ms. Mona pursuant to NRS
4 112.180(2) and 112.220(2)(a) and judgment of \$11,242.00 against the Monas under the
5 controlling authority of Barney v. Mt. Rose Heating & Air Conditioning, 124 Nev. 821, 192 P.3d
6 730 (2008) (citing Brunzell v. Golden Gate Nat'l Bank, 85 Nev. 345, 455 P.2d 31 (1969)).

7 **A. Far West May Recover Judgment for \$3,406,601.10 Against Ms. Mona as the**
8 **First Transferee Under the Fraudulent Post-Marital Settlement Agreement.**

9 In the Sanctions Order, this Court stated “the Court finds grounds to designate the Post-
10 Marital Settlement Agreement a fraudulent transfer under NRS 112.180 on the merits based on
11 the . . . badges of fraud associated with that transfer[.]” See Sanctions Order, Ex. 1, 8:13-15.
12 The Court went on to order that “the Monas’ purported transfer pursuant to the Post-Marital
13 Property Settlement Agreement is a fraudulent transfer, and the facts proving the fraudulent
14 transfer, including the badges of fraud . . . , are deemed established[.]” Id. at 10:7-9. The seven
15 badges of fraud detailed in the Sanctions Order are considerations in determining actual intent to
16 hinder, delay, or defraud creditors under NRS 112.180(2), which intent renders the Post-Martial
17 Settlement Agreement a fraudulent transfer pursuant to NRS 112.180(1)(a)⁴.

18 ⁴ NRS 112.180 Transfer made or obligation incurred with intent to defraud or without
19 receiving reasonably equivalent value; determination of intent.

20 1. A transfer made or obligation incurred by a debtor is fraudulent as to a creditor, whether the
21 creditor’s claim arose before or after the transfer was made or the obligation was incurred, if the
22 debtor made the transfer or incurred the obligation:

23 (a) With actual intent to hinder, delay or defraud any creditor of the debtor;

24

25 2. In determining actual intent under paragraph (a) of subsection 1, consideration may be
26 given, among other factors, to whether:

27 (a) The transfer or obligation was to an insider;

28 (b) The debtor retained possession or control of the property transferred after the transfer;

(c) The transfer or obligation was disclosed or concealed;

(d) Before the transfer was made or obligation was incurred, the debtor had been sued or
threatened with suit;

(e) The transfer was of substantially all the debtor’s assets;

(f) The debtor absconded;

1 Based on the Sanctions Order, the Post-Marital Property Agreement's transfer of
2 \$3,406,601.10 to Ms. Mona is subject to avoidance under NRS 112.210(a)(1), which provides
3 that a creditor may obtain avoidance of a fraudulent transfer. NRS 112.220(2)(a) states that Far
4 West, as the creditor, may recover a judgment against Ms. Monas for the value of the asset
5 transferred:

6 Except as otherwise provided in this section, to the extent a
7 transfer is voidable in an action by a creditor under paragraph (a)
8 of subsection 1 of NRS 112.210, the creditor may recover
9 judgment for the value of the asset transferred, as adjusted under
10 subsection 3 of this section, or the amount necessary to satisfy the
11 creditor's claim, whichever is less. The judgment may be entered
12 against: (a) The first transferee of the asset or the person for
13 whose benefit the transfer was made[.]

14 (emphasis added).

15 Here, \$3,406,601.10 was transferred to Ms. Mona, which is less than the amount
16 necessary to satisfy Far West's Judgment. Accordingly, Far West is entitled to judgment of
17 \$3,406,601.10 against Ms. Mona because the transfer to her was voidable as a fraudulent transfer
18 and she is liable as the first transferee pursuant to NRS 112.210(1)(a) and 112.220(2)(a).

19 The Monas will no doubt argue that their appeal of the Sanctions Order somehow
20 precludes this Court from entering judgment against Ms. Mona for the \$3.4 million transfer to
21 her through the Post-Marital Settlement Agreement. However, all stays of the Sanctions Order
22 and this proceeding have expired because the Monas failed to timely comply with this Court's
23 Bond Order. Accordingly, there is no basis to delay entry of judgment against Ms. Mona for the
24 fraudulent transfer to her.

25 _____ (continued)

26 (g) The debtor removed or concealed assets;

27 (h) The value of the consideration received by the debtor was reasonably equivalent to the
28 value of the asset transferred or the amount of the obligation incurred;

(i) The debtor was insolvent or became insolvent shortly after the transfer was made or the
obligation was incurred;

(j) The transfer occurred shortly before or shortly after a substantial debt was incurred; and

(k) The debtor transferred the essential assets of the business to a lienor who transferred the
assets to an insider of the debtor.

NRS 112.180(1)(a) and (2).

1 Far West further anticipates that the Monas will attempt to advance their appeal
2 arguments as grounds to deny the Motion, namely that a separate action is needed to obtain
3 judgment against Ms. Mona. Not only is this argument legally incorrect, as Far West has
4 extensively briefed before the Nevada Supreme Court, but such an argument would contradict
5 the Monas' position in other papers indicating that Far West can only seek judgment from this
6 Court. For these reasons, Far West respectfully requests that the Court reduce the Sanctions
7 Order to judgment against Ms. Mona in the amount of \$3,406,601.10.

8 **B. Far West's Attorney Fees Are Reasonable and Comport with Barney v. Mt. Rose**
9 **Heating & Air Conditioning, 124 Nev. 821, 192 P.3d 730 (2008) and Brunzell v.**
Golden Gate Nat'l Bank, 85 Nev. 345, 455 P.2d 31 (1969).

10 In the Sanctions Order, the Court specifically awarded Far West its attorney's fees and
11 costs incurred as a result of the Monas' failure to comply with the Court's orders, and directed
12 Far West to submit a bill of fees and costs no later than July 20, 2015. See Sanctions Order,
13 entered July 15, 2015, Ex. 1, at 10:21-24. Far West complied with the Sanctions Order and filed
14 the Memorandum of Fees and Costs on July 20, 2015. See generally Memorandum of Fees and
15 Costs, filed July 20, 2015, Ex. 2. When a court grants a party its attorney fees, it should evaluate
16 the reasonableness of the amount to be awarded by considering the following factors:

- 17 1. The qualities of the advocate (ability, training, experience,
18 professional standing, and skill);
- 19 2. The character of the work to be done (difficulty, intricacy,
20 importance, time and skill required);
- 21 3. The work actually performed by the lawyer (skill, time, and
22 attention given to the work); and
- 23 4. The result (success and benefits derived).

24 See Barney, 124 Nev. at 829, 192 P.3d at 736 (citing Brunzell, 85 Nev. at 349, 455 P.2d at 33).
25 No one factor is determinative of the reasonableness analysis. Id.

26 Far West's attorney fees were reasonably, necessarily, and actually incurred in this action
27 and resulted in the successful and beneficial prosecution of the OSC Application. First, Far
28 West's counsel, F. Thomas Edwards, Esq., is "AV" rated by Martindale-Hubbell, the highest
rating available from that respected service and has also practiced in the Nevada courts for a

decade, primarily in civil litigation. Second, the Monas' misconduct in this action has made Far West's judgment collection exceedingly difficult and complex, as described in the Sanctions Order and Bond Order. See Sanctions Order, entered July 15, 2015, Ex. 1, at 6:14-9:28 and Bond Order, dated October 16, 2015, at 5:1-9, 6:1-8. This misconduct forced Far West to file the OSC Application and obtain the Sanctions Order. Third, the Memorandum of Fees and Costs describes in detail the work performed and costs incurred and is attested to by Far West's counsel. See Memorandum of Fees and Costs, filed July 20, 2015, Ex. 2, 2:1-3:6. Additionally, the hourly rates of Far West's counsel conform to the usual practices and standards of the Las Vegas area and Far West's counsel utilized the services of lower-billed attorneys when appropriate. Fourth, the advocacy of Far West's counsel resulted in the successful prosecution of the OSC Application and sanctions against the Monas.

In sum, Far West's attorney fees were reasonable, necessary, and actually incurred in the successful prosecution of the OSC Application. As such, the amount of attorney's fees sought herein is reasonable under the Barney/Brunzell factors.

III.

CONCLUSION

For these reasons, Far West respectfully requests that this Court enter judgment of \$3,406,601.10 against Ms. Mona pursuant to NRS 112.180(2) and 112.220(2)(a) and judgment of \$11,242.00 against Mr. Mona and Ms. Mona pursuant Barney v. Mt. Rose Heating & Air Conditioning, 124 Nev. 821, 192 P.3d 730 (2008), and Brunzell v. Golden Gate Nat'l Bank, 85 Nev. 345, 455 P.2d 31 (1969).

Dated this 19th day of February, 2016.

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

/s/ F. Thomas Edwards

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Nevada Bar No. 9549

ANDREA M. GANDARA, ESQ.

Nevada Bar No. 12580

400 South Fourth Street, Third Floor

Las Vegas, Nevada 89101

Attorneys for Plaintiff Far West Industries

1 **CERTIFICATE OF SERVICE**

2 I HEREBY CERTIFY that on February 19, 2016, pursuant to EDCR 8.05 and NRC
3 5(b), I caused to be served electronically using the Court's E-File & Serve System, a true and
4 correct copy of the foregoing **PLAINTIFF FAR WEST INDUSTRIES' MOTION TO**
5 **REDUCE SANCTIONS ORDER TO JUDGMENT** to the parties below. Pursuant to EDCR
6 8.05(i) the date and time of the electronic service is in place of the date and place of deposit in
7 the mail.

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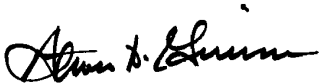
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22 I FURTHER CERTIFY that on February 19, 2016, I caused a true and correct copy of the
23 foregoing **PLAINTIFF FAR WEST INDUSTRIES' MOTION TO REDUCE SANCTIONS**
24 **ORDER TO JUDGMENT** to be served to the parties below via first class mail:

25 James E. Whitmire, Esq.
26 SANTORO WHITMIRE
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28 Suite 250
Las Vegas, Nevada 89135
Attorney for Rhonda Helene Mona

/s/ Norma S. Moseley
An employee of Holley Driggs Walch
Fine Wray Puzey & Thompson



CLERK OF THE COURT

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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 **APPENDIX OF EXHIBITS TO**
28 **PLAINTIFF FAR WEST INDUSTRIES'**
MOTION TO REDUCE SANCTIONS
ORDER TO JUDGMENT

29 Pursuant to EDCR 2.27, Plaintiff Far West Industries hereby submits its Appendix in
30 Support of its Motion to Reduce Sanctions Order to Judgment.

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2.	Plaintiff's Memorandum of Fees and Costs Associated With Order to Show Cause Why Accounts of Rhonda Mona Should Not be Subject to Execution and Why the Court Should Not Find Monas in Contempt, filed July 20, 2015	13-17
3.	Transcript of Show Cause Hearing: Why Accounts Of Rhonda Mona Should Not Be Subject To Execution And Why The Court Should Not Find Monas In Contempt, dated July 9, 2015	18-64
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8.	Motion to Dismiss, filed December 4, 2015	117-149
9.	Defendant Michael J. Mona, Jr.'s Reply in Support of Motion to Dismiss	150-170

Dated this 19th day of February, 2016.

HOLLEY DRIGGS WALCH
FINE WRAY PUZEY & THOMPSON

/s/ F. Thomas Edwards
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 Nevada Bar No. 9549
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 400 South Fourth Street, Third Floor
 Las Vegas, Nevada 89101

Attorneys for Plaintiff Far West Industries

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that, 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 **APPENDIX OF EXHIBITS TO PLAINTIFF FAR WEST INDUSTRIES' MOTION TO REDUCE SANCTIONS ORDER TO JUDGMENT** 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.

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I FURTHER CERTIFY that on February 19, 2016, I caused a true and correct copy of the foregoing **APPENDIX OF EXHIBITS TO PLAINTIFF FAR WEST INDUSTRIES' MOTION TO REDUCE SANCTIONS ORDER TO JUDGMENT** to be served to the parties below via first class mail:

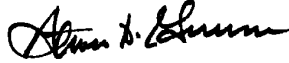
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/s/ Norma S. Moseley
An employee of Holley Driggs Walch
Fine Wray Puzey & Thompson

EXHIBIT 1

EXHIBIT 1

Electronically Filed
07/15/2015 04:19:30 PM



CLERK OF THE COURT

ORDER

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DISTRICT COURT

CLARK COUNTY, NEVADA

FAR WEST INDUSTRIES, a California
corporation,

Plaintiff,

v.

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

Defendants.

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

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

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

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

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

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

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

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

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

1 and/or was removed as a trustee.

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

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

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

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

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

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

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

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

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

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

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

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

10 A. About \$0.12 a share.

11 Q. And translate that into an aggregate.

12 A. About \$6 million.

13 Q. Did you cash out?

14 A. Yes.

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

16 A. Paid bills.

17 Q. What bills?

18 A. Paid off some debts that I had.

19 Q. What bills?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

28 ///

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

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

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

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

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

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

4 Based on the foregoing, and good cause appearing:

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

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

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

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

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

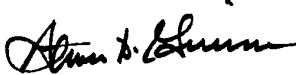
21 **IT IS HEREBY FURTHER ORDERED** that Plaintiff is awarded reasonable expenses,
22 including, without limitation, attorney's fees and costs incurred as a result of the failure to
23 comply with the Court's orders, with Plaintiff to submit a bill of fees and costs no later than July
24 20, 2015; and

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

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EXHIBIT 2

EXHIBIT 2



CLERK OF THE COURT

MEMC

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DISTRICT COURT

CLARK COUNTY, NEVADA

FAR WEST INDUSTRIES, a California
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RIO VISTA NEVADA, LLC, a Nevada limited
liability company; WORLD DEVELOPMENT,
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an individual; MICHAEL J. MONA, JR., an
individual; DOES 1 through 100, inclusive,

Defendants.

Case No.: A-12-670352-F

Dept. No.: XV

**PLAINTIFF'S MEMORANDUM OF FEES
AND COSTS ASSOCIATED WITH
ORDER TO SHOW CAUSE WHY
ACCOUNTS OF RHONDA MONA
SHOULD NOT BE SUBJECT TO
EXECUTION AND WHY THE COURT
SHOULD NOT FIND MONAS IN
CONTEMPT**

Pursuant to the Court's Order Regarding Order to Show Cause Why Accounts of Rhonda
Mona Should Not be Subject to Execution and Why the Court Should Not Find Monas in
Contempt, entered on July 17, 2015 (the "Order"), Plaintiff Far West Industries, by and through
its undersigned counsel, hereby submits this memorandum of fees and costs associated with the
Order to Show Cause Why Accounts of Rhonda Mona Should Not be Subject to Execution and
Why the Court Should Not Find Monas in Contempt.¹

¹ The Order provides that today is the deadline to file this memorandum of fees and costs.
However, just today, the Nevada Supreme Court entered an order granting a temporary stay of
the Order pending receipt and consideration of Far West's opposition to the Monas' stay request.
Thus, Far West submits this memorandum of fees and costs in an abundance of caution to
comply with the deadline in the Order, although the Court cannot act upon this memorandum of
fees and costs until the the Nevada Supreme Court lifts the temporary stay.

Date	Professional	Description	Time	Rate	Total
6/28/2015	FTE	Draft ex parte application for order to show cause why accounts of Mrs. Mona are not subject to execution and request for sanctions; draft order to show cause	7.8	\$315	\$2,457.00
6/29/2015	FTE	Revise ex parte motion; prepare exhibits for same; finalize and file ex parte motion	1.2	\$315	\$378.00
7/7/2015	FTE	Review opposition to Order to Show Cause; research and draft reply in support of Order to Show Cause	2.3	\$315	\$724.50
7/7/2015	AMG	Receive and analyze response to order to show cause; research family court records regarding the Monas' divorce filing; analyze case law regarding order to show cause	0.8	\$225	\$180.00
7/8/2015	FTE	Research and draft reply in support of order to show cause; draft declaration of Ms. Wiley regarding search of produced records; finalize and file reply brief; correspond with opposing counsel regarding same; review supplement filed by Monas; draft declaration in support of contempt finding	5.8	\$315	\$1,827.00
7/8/2015	AMG	Research and draft argument sections for reply in support of OSC	4.5	\$225	\$1,012.50
7/8/2015	JW	Revise declaration; review document production; prepare thumbdrives of searchable documents for hearing	0.8	\$195	\$156.00
7/9/2015	FTE	Prepare for and attend hearing on order to show cause	3.7	\$315	\$1,165.50
7/9/2015	AMG	Attend hearing on order to show cause; draft proposed order on OSC	4.7	\$225	\$1,057.50
7/10/2015	FTE	Revise order regarding sanctions; teleconference with opposing counsel; correspond with opposing counsel	2.9	\$315	\$913.50
7/10/2015	AMG	Revise and supplement order regarding OSC	3.3	\$225	\$742.50
7/13/2015	FTE	Review and revise proposed order; correspond with opposing counsel regarding same	1.2	\$315	\$378.00
7/14/2015	FTE	Correspond with Attorney Echols regarding order; revise order; correspond with opposing counsel regarding same; submit order to court	0.6	\$315	\$189.00

1	FEES SUBTOTAL				\$11,181.00
2	COSTS				
3		Description	Units	Cost	Total
4		Filing fees	6	\$3.50	\$21.00
5		Delivery fees	4	\$10	\$40.00
6	COSTS SUBTOTAL				\$61.00
7	FEES AND COSTS TOTAL				\$11,242.00

7 STATE OF NEVADA)
) ss.
 8 COUNTY OF CLARK)

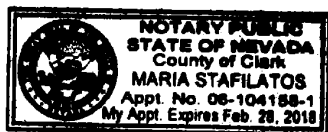
9 F. THOMAS EDWARDS, being duly sworn under penalty of perjury, states: that the
 10 affiant is the attorney for the Plaintiff; that the items contain in the above memorandum are true
 11 and correct and to the best of this affiant's knowledge and belief; and that the said disbursements
 12 have been necessarily incurred in this action.
 13

14 FURTHER YOUR AFFIANT SAYETH NAUGHT.

15
 16 
 17 F. THOMAS EDWARDS, ESQ.

18
 19 Subscribed and Sworn to before me
 20 this 20th day of July, 2015.

21 
 22 NOTARY PUBLIC



1 **CERTIFICATE OF ELECTRONIC FILING/SERVICE**

2 I am an employee of Holley, Driggs, Walch, Fine, Wray, Puzey & Thompson. On the
3 20th day of July, 2015, I filed with this Court and electronically served in accordance with
4 Administrative Order 14.2, to all interested parties, through this Court's Wiznet/Odyssey E-File
5 & Serve, a true copy of the foregoing PLAINTIFF'S MEMORANDUM OF FEES AND COSTS
6 ASSOCIATED WITH ORDER TO SHOW CAUSE WHY ACCOUNTS OF RHONDA MONA
7 SHOULD NOT BE SUBJECT TO EXECUTION AND WHY THE COURT SHOULD NOT
8 FIND MONAS IN CONTEMPT, in the above matter, addressed as follows:


9
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28

Tilla D. Nealon, an employee of
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