

1 Party in Interest's Supplemental Appendices ("Far West Appeal Appendix"), hereto as **Exhibits**  
2 **10 and 11**, respectively. In summary, Far West's arguments are as follows:

- 3 • This Court clearly had jurisdiction to sanction Ms. Mona who had: (1) been served with  
4 an order requiring her to appear for the judgment debtor examination; (2) appeared at the  
5 judgment debtor examination where she failed to raise any objection to personal  
6 jurisdiction; and (3) voluntarily appeared at a hearing before this Court with counsel, and  
7 again did not raise personal jurisdiction as an issue. See Far West Appeal Answer, at pp.  
8 18-23.
- 9 • Ms. Mona's suggestion that Far West added her as the party to the Judgment and  
10 consequently needed to institute a separate action against her to collect on the Judgment  
11 has no basis in law or in fact. The Judgment was against Mr. Mona and consequently Far  
12 West, consistent with the laws of Nevada, could collect its Judgment against the  
13 community property of Mr. Mona without instituting a separate action. In addition to  
14 legal precedent clearly establishing that a separate action against a spouse does not need  
15 to be instituted to collect a debt against community property, public policy further  
16 demands that such precedent should not be adopted. Id. at pp. 23-30.
- 17 • The Sanctions Order satisfied Ms. Mona's due process rights as she was given notice as  
18 well as an opportunity to be heard. In fact, Ms. Mona repeatedly declined the opportunity  
19 for additional time for briefing and the hearing. See Far West Appeal Answer, at pp. 30-  
20 31.
- 21 • This Court properly applied Nevada law for the proceeding supplementary to the  
22 execution of judgment. The meet and confer requirements of NRCP 37(a)(2)(A) do not  
23 apply to the sanctions at issue in this case, since the Motion for Sanctions was made  
24 pursuant to NRCP 37(b). Id. at 32-35.
- 25 • There was no obligation to conduct an evidentiary hearing where there were no material  
26 factual questions and the sanctions did not involve dismissal without prejudice. The  
27 Sanctions Order provided a detailed and carefully written explanation of its analysis in its  
28

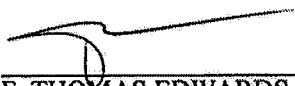
1 order sufficient to satisfy Nevada requirements for an order issuing sanctions. Id. at 35-  
2 46.

3 To the extent that Ms. Mona's rehashed appeal arguments are an attempt to obtain  
4 reconsideration of the Sanctions Order by this Court, it is procedurally improper and untimely to  
5 seek such relief through her Opposition. EDCR 2.24(2). Her assertions of prejudice have been  
6 fully considered and summarily rejected by this Court and the Nevada Supreme Court in  
7 considering whether to stay this case and the Sanctions Order without bond. *See* Bond Order,  
8 issued October 16, 2015, and Order Denying Motion, Exhibit 7 to the Motion.

9 As Ms. Mona has failed to provide any legitimate or factual basis for why Judgment  
10 should not be entered against her based upon the Sanctions Order, Far West respectfully requests  
11 that the Motion be granted.

12 Dated this 14<sup>th</sup> day of March, 2016.

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

15   
16 F. THOMAS EDWARDS, ESQ.  
17 Nevada Bar No. 9549  
18 ANDREA M. GANDARA, ESQ.  
19 Nevada Bar No. 12580  
20 400 South Fourth Street, Third Floor  
21 Las Vegas, Nevada 89101

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

1 **CERTIFICATE OF SERVICE**

2 I HEREBY CERTIFY that on March 14, 2016, pursuant to EDCR 8.05 and NRCP 5(b), I  
3 caused to be served electronically using the Court's E-File & Serve System, a true and correct  
4 copy of the foregoing **PLAINTIFF FAR WEST INDUSTRIES' REPLY IN SUPPORT OF**  
5 **MOTION TO REDUCE SANCTIONS ORDER TO JUDGMENTS** to the parties below:

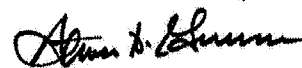
6  
7 Aurora M. Maskall, Esq.  
8 David S. Lee, Esq.  
9 LEE, HERNANDEZ, LANDRUM &  
10 GARAFALO  
11 7575 Vegas Drive, #150  
12 Las Vegas, NV 89128

13 James E. Whitmire, Esq.  
14 SANTORO WHITMIRE  
15 10100 West Charleston Boulevard,  
16 Suite 250  
17 Las Vegas, Nevada 89135  
18 *Attorney for Rhonda Helene Mona*

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

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

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An employee of Holley Driggs Walch  
Fine Wray Puzey & Thompson

  
CLERK OF THE COURT

1 **APEN**  
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

**APPENDIX OF EXHIBITS TO  
PLAINTIFF FAR WEST INDUSTRIES'  
REPLY IN SUPPORT OF MOTION TO  
REDUCE SANCTIONS ORDER TO  
JUDGMENT**

*[Filed concurrently with Plaintiff's Reply in  
Support of Motion to Reduce Sanctions Order  
to Judgment]*

DATE OF HEARING: March 21, 2016  
TIME OF HEARING: 9:00 a.m.

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EXHIBIT		DOCUMENT		PAGE
10		Real Party In Interest's Answering Brief		1-61
11		Supplemental Appendix to Real Party In Interest's Answering Brief		1-1080
		Document	Date	Pages
	1	Application of Foreign Judgment	October 18, 2012	0001-0007
	2	Order for Appearance of Judgment Debtors	January 30, 2013	0008-0015

3	Transcript of Judgment Debtor Examination of Michael J. Mona, Jr.	November 25, 2013	0016-0160
4	Order for Examination of Judgment Debtor Michael J. Mona, Jr., Individually, and as Trustee of the Mona Family Trust Dated February 12, 2001	May 13, 2015	0161-0169
5	Order for Examination of Rhonda Mona as Trustee of Judgment Debtor The Mona Family Trust Dated February 12, 2001	May 13, 2015	0170-0178
6	Transcript of Judgment Debtor Examination of Rhonda Mona (erroneously named on its face as "Deposition of Rhonda Mona")	June 26, 2015	0179-0497
7	Transcript of Judgment Debtor Examination of Michael J. Mona, Jr.	June 30, 2015	0498-0979
8	First Amended Complaint, <u>Far West Industries, etc. vs. Michael J. Mona, Jr., etc., et al.</u> , Eighth Judicial District Court Case No. A-15-724490-C	September 16, 2015	0980-0997

# **EXHIBIT 11**

# **EXHIBIT 11**



**TABLE OF CONTENTS OF  
SUPPLEMENTAL APPENDIX  
(Chronological)**

TAB	Document	Date	Vol. #	Pages
1	Application of Foreign Judgment	October 18, 2012	1	0001-0007
2	Order for Appearance of Judgment Debtors	January 30, 2013	1	0008-0015
3	Transcript of Judgment Debtor Examination of Michael J. Mona, Jr.	November 25, 2013	1	0016-0160
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7	Transcript of Judgment Debtor Examination of Michael J. Mona, Jr.	June 30, 2015	3	0498-0979
8	First Amended Complaint , <u>Far West Industries, etc. vs. Michael J. Mona, Jr., etc., et al.</u> , Eighth Judicial District Court Case No. A-15-724490-C	September 16, 2015	4	0980-0997

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(Alphabetical)**

TAB	Document	Date	Vol. #	Pages
1	Applicaion [sic] of Foreign Judgment	October 18, 2012	1	0001-0007
8	First Amended Complaint; <u>Far West Industries, etc. vs. Michael J. Mona, Jr., etc., et al.</u> , Eighth Judicial District Court Case No. A-15-724490-C	September 16, 2015	4	0980-0997
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## CIVIL COVER SHEET A-12-670352-F

Clark County, Nevada

IV

Case No. \_\_\_\_\_  
(Assigned by Clerk's Office)**I. Party Information**

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

Far West Industries

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

Rio Vista Nevada, LLC,

World Development, Inc.,

Bruce Maize,

Michael J. Mona, Jr.

Attorney (name/address/phone):

David S. Lee, Esq.

Lee, Hernandez, Landrum, Garofalo &amp; Blake, APC

7575 Vegas Drive, Suite 150

Las Vegas, Nevada 89128

(702) 880-9750

Attorney (name/address/phone):

**II. Nature of Controversy** (Please check applicable bold category and applicable subcategory, if appropriate)☐ Arbitration Requested**Civil Cases**

Real Property	Negligence	Torts
<input type="checkbox"/> Landlord/Tenant <input type="checkbox"/> Unlawful Detainer <input type="checkbox"/> Title to Property <input type="checkbox"/> Foreclosure <input type="checkbox"/> Liens <input type="checkbox"/> Quiet Title <input type="checkbox"/> Specific Performance <input type="checkbox"/> Condemnation/Eminent Domain <input type="checkbox"/> Other Real Property <input type="checkbox"/> Partition <input type="checkbox"/> Planning/Zoning	<input type="checkbox"/> Negligence - Auto <input type="checkbox"/> Negligence - Medical/Dental <input type="checkbox"/> Negligence - Premises Liability (Slip/Fall) <input type="checkbox"/> Negligence - Other	<input type="checkbox"/> Product Liability <input type="checkbox"/> Product Liability/Motor Vehicle <input type="checkbox"/> Other Torts/Product Liability <input type="checkbox"/> Intentional Misconduct <input type="checkbox"/> Torts/Defamation (Libel/Slander) <input type="checkbox"/> Interfere with Contract Rights <input type="checkbox"/> Employment Torts (Wrongful termination) <input type="checkbox"/> Other Torts <input type="checkbox"/> Anti-trust <input type="checkbox"/> Fraud/Misrepresentation <input type="checkbox"/> Insurance <input type="checkbox"/> Legal Tort <input type="checkbox"/> Unfair Competition
Probate	Other Civil Filing Types	
<input type="checkbox"/> Summary Administration <input type="checkbox"/> General Administration <input type="checkbox"/> Special Administration <input type="checkbox"/> Set Aside Estates <input type="checkbox"/> Trust/Conservatorships <input type="checkbox"/> Individual Trustee <input type="checkbox"/> Corporate Trustee <input type="checkbox"/> Other Probate	<input type="checkbox"/> Construction Defect <input type="checkbox"/> Chapter 40 <input type="checkbox"/> General <input type="checkbox"/> Breach of Contract <input type="checkbox"/> Building & Construction <input type="checkbox"/> Insurance Carrier <input type="checkbox"/> Commercial Instrument <input type="checkbox"/> Other Contracts/Agmt/Judgment <input type="checkbox"/> Collection of Actions <input type="checkbox"/> Employment Contract <input type="checkbox"/> Guarantee <input type="checkbox"/> Sale Contract <input type="checkbox"/> Uniform Commercial Code <input type="checkbox"/> Civil Petition for Judicial Review <input type="checkbox"/> Other Administrative Law <input type="checkbox"/> Department of Motor Vehicles <input type="checkbox"/> Worker's Compensation Appeal	
	<input type="checkbox"/> Appeal from Lower Court (also check applicable civil case box) <input type="checkbox"/> Transfer from Justice Court <input type="checkbox"/> Justice Court Civil Appeal <input type="checkbox"/> Civil Writ <input type="checkbox"/> Other Special Proceeding <input checked="" type="checkbox"/> Other Civil Filing <input type="checkbox"/> Compromise of Minor's Claim <input type="checkbox"/> Conversion of Property <input type="checkbox"/> Damage to Property <input type="checkbox"/> Employment Security <input type="checkbox"/> Enforcement of Judgment <input checked="" type="checkbox"/> Foreign Judgment - Civil <input type="checkbox"/> Other Personal Property <input type="checkbox"/> Recovery of Property <input type="checkbox"/> Stockholder Suit <input type="checkbox"/> Other Civil Matters	

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

0001

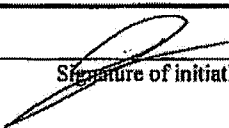
☐ NRS Chapters 78-88  
☐ Commodities (NRS 90)  
☐ Securities (NRS 90)

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

☐ Enhanced Case Mgmt/Business  
☐ Other Business Court Matters

October 18, 2012

Date

  
Signature of initiating party or representative

  
CLERK OF THE COURT

1 **FORJ**  
John R. Hawley  
2 Nevada Bar No. 001545  
LEE, HERNANDEZ, LANDRUM,  
3 GAROFALO & BLAKE  
7575 Vegas Drive, Suite 150  
4 Las Vegas, Nevada 89128  
(702) 880-9750  
5 Fax; (702) 314-1210  
jhawley@leelawfirm.com  
6

7 Attorneys for Plaintiff

8 **DISTRICT COURT**  
9 **CLARK COUNTY, NEVADA**

10 **FAR WEST INDUSTRIES, a California**  
11 **corporation,**

12 **Plaintiff,**

13 **vs.**

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

18 **Defendants.**

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

**IV**

**APPLICAION OF FOREIGN**  
**JUDGMENT**

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

20  
21 **STATE OF NEVADA )**

22 **: ss.**

23 **COUNTY OF CLARK )**

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

25 **1. That Affiant is an attorney, duly licensed to practice in the State of Nevada and is a**  
26 **member of the law firm of LEE, HERNADEZ, LANDRUM, GAROFALO & BLAKE.**  
27  
28

0003

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

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

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

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

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

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

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

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

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

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

18 FURTHER Affiant sayeth naught.

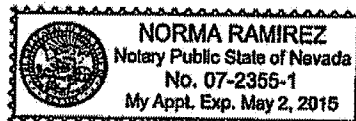
19 DATED this 18<sup>th</sup> day of October, 2012.

20   
JOHN R. HAWLEY, ESQ.

21 SUBSCRIBED and SWORN to

22 before me this 18<sup>th</sup> day of  
23 October, 2012.

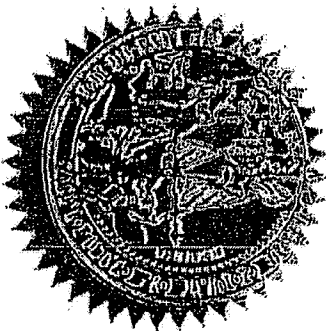
24  
25  
26   
27 NOTARY PUBLIC



28 (SEAL)

# EXEMPLIFICATION CERTIFICATE

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



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

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

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

Date June 7, 2012

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

GREEN & HALL  
ATTORNEYS AT LAW  
RIVERSIDE, CALIFORNIA

FILED  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE

APR 27 2012

MJV

APR 30 2012

JA

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

FAR WEST INDUSTRIES, a California  
corporation,

Plaintiff,

vs.

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

Defendants.

Case No. RIC495966

JUDGE: Hon. Jacqueline Jackson

~~PROPOSED~~ JUDGMENT NUNC PRO TUNC

Action Filed: March 24, 2008

Trial Date: September 23, 2011

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

~~PROPOSED~~ JUDGMENT NUNC PRO TUNC

0008

GREEN & HALL  
ATTORNEYS AT LAW  
4100 W. 10TH STREET, SUITE 100  
DENVER, CO 80202  
(303) 733-1100

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

3 Dated: 4/27/12

  
The Honorable Jacqueline Jackson,  
Judge Presiding

2  
[PROPOSED] JUDGMENT NUNC PRO TUNC

0007

  
CLERK OF THE COURT

1 OAJD  
2 DAVID S. LEE, ESQ.  
3 Nevada Bar No. 6033  
4 John R. Hawley  
5 Nevada Bar No. 001545  
6 LEE, HERNANDEZ, LANDRUM,  
7 GAROFALO & BLAKE  
8 7575 Vegas Drive, Suite 150  
9 Las Vegas, Nevada 89128  
10 (702) 880-9750  
11 Fax; (702) 314-1210  
12 dlee@lee-lawfirm.com  
13 jhawley@lee-lawfirm.com

14 Attorneys for Plaintiff

DISTRICT COURT  
CLARK COUNTY, NEVADA

15 FAR WEST INDUSTRIES, a California  
16 corporation,

17 Plaintiff,

18 vs.

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

25 Defendants.

CASE NO.: A-12-670352-F  
DEPT: ~~26~~ 26

ORDER FOR APPEARANCE OF  
JUDGMENT DEBTORS

ORDER FOR APPEARANCE OF JUDGMENT DEBTORS

26 This matter, having come on regularly for hearing in Chambers before the Honorable  
27 Judge Kerry Earley, upon FAR WEST INDUSTRIES' ("FWI") Ex Parte Motion for Order  
28 Allowing Examination of Judgment Debtors ("Motion"). The Court having carefully examined  
the pleadings and papers on file in this matter, and with good cause appearing, hereby enters its  
Orders as follows:

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

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

1 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the Motion filed on  
2 behalf of FWI is hereby GRANTED.

3 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that MICHAEL J.  
4 MONA, JR, individually, and MICHAEL J. MONA, JR., as Trustee of the Mona Family Trust  
5 dated February 21, 2002, appear at Litigation Services, 3770 Howard Hughes Parkway, Suite 300  
6 Las Vegas, Nevada, on the 18<sup>th</sup> day of February, 2013, at the hour of 10:00 a.m., with regard to  
7 the Judgment entered against MICHAEL J. MONA, JR, individually, and MICHAEL J. MONA,  
8 JR., as Trustee of the Mona Family Trust dated February 21, 2002, in favor of FWI on January  
9 12, 2010, then and there to answer questions under oath concerning the assets of MICHAEL J.  
10 MONA, JR, individually, and MICHAEL J. MONA, JR., as Trustee of the Mona Family Trust  
11 dated February 21, 2002.

12 MICHAEL J. MONA, JR, individually, and MICHAEL J. MONA, JR., as Trustee of  
13 the Mona Family Trust dated February 21, 2002, ARE COMMANDED TO BRING copies  
14 of any and all documents outlined in Exhibit "A" attached hereto.

15 MICHAEL J. MONA, JR, individually, and MICHAEL J. MONA, JR., as Trustee of  
16 the Mona Family Trust FAILURE TO APPEAR AT THE TIME SET FORTH ABOVE  
17 COULD RESULT IN AN ORDER TO SHOW CAUSE TO BE ISSUED TO EXPLAIN ITS  
18 FAILURE TO APPEAR AND TO DISCLOSE ITS ASSETS.


19 DATED this 29 day of January, 2013.

20  
21   
22 DISTRICT COURT JUDGE

23 Respectfully submitted by:

24 LEE, HERNANDEZ, LANDRUM,  
25 GAROFALO & BLAKE, APC

26 By:

27   
28 JOHN E. HAWLEY, ESQ.  
Nevada Bar No. 001545  
7575 Vegas Drive, Suite 150  
Las Vegas, Nevada 89128

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

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## EXHIBIT "A"

LEE, HERNANDEZ, LANDRUM,  
CAROVALO & BLAKE  
7375 VEGAS DRIVE, SUITE 150  
LAS VEGAS, NV 89128  
(702) 880-9730

**EXHIBIT "A"**

***Judgment Debtor Exam of MICHAEL J. MONA, JR, individually, and MICHAEL J. MONA, JR., as Trustee of the Mona Family Trust dated February 21, 2002***

**LIST OF DOCUMENTS AND THINGS TO BE PRODUCED BY**

**MICHAEL J. MONA, JR, individually, and MICHAEL J. MONA, JR., as Trustee of the Mona Family Trust dated February 21, 2002, AT DEBTOR'S EXAMINATION. ("You" and "Your" refers herein to MICHAEL J. MONA, JR, individually, and MICHAEL J. MONA, JR., as Trustee of the Mona Family Trust dated February 21, 2002).**

1. Any and all Federal Employer Identification Numbers, Sales Tax Numbers, State Tax Numbers and City Tax Numbers.
2. Copies of any and all documents establishing and/or governing the Mona Family Trust dated February 21, 2002, and any amendments thereto.
3. A copy of each document showing your monthly income for the last 6 months.
4. A copy of each of your federal income tax returns with all schedules and any quarterly estimates of income taxes from 2005 through to the present.
5. A copy of each of your state income tax returns with all schedules and any quarterly income taxes from 2005 through to the present.
6. All "1099" forms reflecting income received by you for the last five (5) years.
7. Records of any and all monies received by you whether in the nature of bonuses, reimbursement of expenses, wages or reimbursement of loans for the past five (5) years.
8. Documents reflecting all assets (real, personal or mixed), whether owned by you individually, in any partnership or corporation form or in joint tenancy or in tenancy in common for the past five (5) years.
9. A copy of all documents related to any real assets (land, buildings, and any other commercial or residential real estate) in which you have any interest, as well as any appraisals prepared on such assets. The requested documents specifically include but not limited to all Deeds, Deeds of Trust, Mortgage Applications, Closing Statements, coupon books, statements of account, credit reports, title

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insurance policies, and all other information in any way reflecting your involvement with, your ownership of, or your transactions as regards real estate or other property owned by you.

10. A copy of any and all lease(s) which you have signed, including, but not limited to, residential, commercial, and automotive. These leases do not need to be owned by you but can be regarding real estate or other property not owned by you but for which regular monthly lease payments are made.
11. A copy of all statements, and a copy of each check register for each account, for each and every financial institution (including but not limited to all banks, savings and loans, credit unions, and brokerage houses) where you have an account, where you have signature authority on an account, or in which you have held or now hold an interest from January 2005 through to the present.
12. A copy of all bank statements, deposit slips, and canceled checks for all bank, money market accounts which you own or in which you owned any interest whatsoever, or on which you were authorized to draw checks, whether said documents were in your name alone, in the name of another person/entity, or in the name of another and yourself as joint tenants, for the period of three (3) years prior to the date hereof.
13. All savings account passbooks, bank statements and certificates of deposit for any and all accounts, in which you owned any interest whatsoever, or from which you were authorized to make withdrawals, whether said accounts were in your name alone, in the name of any other person, or in your name and another as joint tenants, for the period of five (5) years prior to the date hereof.
14. All records regarding safe deposit boxes and any certificates of stocks and bonds belonging to you or in which you have had any interest direct, indirect, contingent, beneficial, or otherwise, whatsoever either alone or jointly with any other person for five (5) years preceding the date of this Order.
15. All stocks, bonds, debentures or other securities, which you personally own or claim any interest to or had any interest in whether such interest was direct, indirect, contingent, beneficial, or otherwise, either alone or jointly with any other person for five (5) years preceding the date of this Order.
16. All life insurance policies naming you as beneficiary whether direct, indirect, contingent, beneficial, or otherwise, therein.
17. A copy of all certificates of title or any other documents evidencing your ownership with respect to any automobiles, motorcycles, trucks, RVs, ATVs, jet skis, boats, trailers, airplanes, or any other type of vehicle, which you now own, claim any interest in, or regularly derive.

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18. All evidence of any and all notes, contracts, negotiable instruments, receivable or accounts receivable whether due or not due belonging to you or in which you have or have had any interest whosoever either alone or jointly with any other person or persons for five (5) years preceding the date of this Order.
19. A list of real property owned by you and, if occupied by Tenants, please state the following:
  - a. Tenants' names;
  - b. Tenants' address;
  - c. amount of monthly rent.
20. Documents relating to evidence of each and every credit card in your name or jointly with another person/entity, together with copies of all statements submitted by said credit companies for the last five (5) years.
21. All fire, burglary, and extended coverage insurance policies now in force upon any real estate or personal property (including copies of insurance inventories) owned by you or in which you have or have had any interest whatsoever either alone or jointly with any other person(s)/entity(ies) for five (5) years preceding the date of this Order.
22. All titles, bills of sale, or contracts of sale upon personal property, including but not limited to, stocks, bonds, memberships, or partnership interests, automobiles, boats, airplanes, household goods, miscellaneous furniture and fixtures belonging to you or in which you have or have had any interest (direct or indirect, beneficial or otherwise), whatsoever either alone or jointly with any other person or persons for five (5) years preceding the date of this Order.
23. A complete inventory of all items of personal property owned by you, of any nature whatsoever, including automobiles, boats, airplanes, household fixtures, furnishings, and appliances, whether paid for or not. If the personal property is not in your possession and in the possession of another person, designate the name and address of the person having possession of the property.
24. Copies of all financial statements given by you, either individually or jointly with another person or as a corporation, to any third party at any point during the past five (5) years preceding the date of this Order.
25. A statement listing all of your debts and obligations.
26. All automobile or personal property casualty or collision or all risk insurance policies presently owned by you.
27. A copy of all records pertaining to the acquisition, transfer and sale of all securities, in which you have had an interest from at least five (5) years prior to the date hereof to the present.

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28. A copy of all evidence of mining claims, patents or development work owned by you or in which you have or have had any interest whatsoever either along or jointly with any other person or persons for at least five (5) years immediately preceding the date of this Order.
  29. A copy of all documents which evidence any trademark, trade name, copyright, or patent in which you have or have had an interest.
  30. A copy of all general ledgers, accounting journals, financial statements or other financial records prepared or maintained as regards your finances during the last five (5) years.
  31. A copy of any/all lawsuits, judgments, etc., which you may be a party to.
  32. A copy of all loan applications used for any purpose whatsoever in the last five (5) years.
  33. A copy of your current plan and your most recent plan statement or summary plan description for any deferred compensation in which you are a participant.
  34. A copy of any and all agreements, of whatever kind, for the use of a safe deposit box, safe or vault or other place of safekeeping.
  35. A copy of each and every life insurance or annuity policy in which you hold a beneficial interest.
  36. Copies of all your corporate records, including Minutes (for the past 5 years), Stock Transfer Ledgers and other "corporation" records.
  37. Copies of any partnership or joint venture agreements and all correspondence related thereto.
  38. Copies of all of your business licenses.
  39. Copies of any and all contracts to which you are a party entered into within the last five (5) years.
  40. All records, which evidence charitable donations of \$100 or more up to personal "gifts" with a value of more than \$100 made by you or on your behalf within the last five (5) years.
  41. Copies of any and all documents whereby you acquired or disposed of an interest in any business(es) within the last five (5) years.
  42. Copies of any employment or consulting contracts to which you are a party.
  43. Any notes owed to you.

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- 44. Copy of all accounts receivable documents, both current and for five (5) years prior to the date of this Order.
  - 45. All of your general ledgers, accounting journals, financial statements or other financial records prepared or maintained during the last five (5) years.
  - 46. A copy of each and every document evidencing each and every business in which you have, or had, an interest from 2005 through to the present.
  - 47. A copy of each and every profit and loss statement for each business in which you have, or had, an interest from 2005 through to the present.
  - 48. A copy of each financial statement or credit application prepared by you or on behalf of you and/or any business in which you have, or had, any interest, whether legal or equitable, in the past five (5) years.

DISTRICT COURT  
CLARK COUNTY, NEVADA

FAR WEST INDUSTRIES, a California)  
corporation, )

Plaintiff, )

vs. )

CASE NO.: A-12-670352-F

) DEPT. NO.: 26

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-100, )  
inclusive, )

Defendants. )

JUDGMENT DEBTOR EXAMINATION  
MICHAEL J. MONA, JR.  
LAS VEGAS, NEVADA  
MONDAY, NOVEMBER 25, 2013

REPORTED BY: JACKIE JENNELLE, RPR, CCR #809

JOB NO.: 194436

0016

1 JUDGMENT DEBTOR EXAMINATION OF MICHAEL J.  
2 MONA, JR., taken at 3770 Howard Hughes Parkway, Las  
3 Vegas, Nevada on MONDAY, NOVEMBER 25, 2013 at 10:00  
4 a.m., before Jackie Jennelle, Certified Court  
5 Reporter, in and for the State of Nevada.  
6  
7

8 APPEARANCES:

9 For the Plaintiff:

10 LEE HERNANDEZ LANDRUM GAROFALO & BLAKE  
11 BY: JOHN R. HAWLEY, ESQ.  
12 7575 Vegas Drive, No. 150  
13 Las Vegas, Nevada 89128  
14 (702) 880-9750

15 For the Defendant, MICHAEL J. MONA, JR.:

16 JOHN W. MUIJE & ASSOCIATES  
17 BY: JOHN W. MUIJE, ESQ.  
18 1320 South Casino Center Boulevard  
19 Las Vegas, Nevada 89104  
20 (702) 386-7002

21 Also Present:

22 IRA GLASKY  
23  
24  
25

I N D E X

WITNESS: MICHAEL J. MONA, JR.

EXAMINATION

PAGE

BY MR. HAWLEY

4

EXHIBITS MARKED

EXHIBIT

PAGE

Exhibit A Application of Foreign  
Judgement  
Exhibit B Order

5

5

1 LAS VEGAS, NEVADA

2 MONDAY, NOVEMBER 25, 2013; 10:00 a.m.

3 -o0o-

4 Thereupon --

5 MICHAEL J. MONA, JR.,

6 was called as a witness, and having been first duly  
7 sworn, was examined and testified as follows:

8 EXAMINATION

9 BY MR. HAWLEY:

10 Q. Will you state your name for the record,  
11 please.

12 A. Michael Joseph Mona, Jr.

13 Q. How do you spell your last name?

14 A. M-O-N-A.

15 Q. Mr. Mona, you know we're here for a  
16 Judgement Debtor Exam; is that correct?

17 A. Correct.

18 Q. Just some housekeeping: This a copy of the  
19 domesticated judgement in Nevada that I'll mark as  
20 Exhibit A.

21 MR. HAWLEY: Do you want to look at it,  
22 John?

23 MR. MUIJE: No.

24 MR. HAWLEY: We have a copy of an order  
25 dated October 7, 2013, regarding a status check.

1 MR. MUIJE: Let me skim that real quick. I  
2 think I wrote it.

3 MR. HAWLEY: I think you did, too. It was  
4 verbose, so yes.

5 MR. MUIJE: That's me.

6 Very good. No objection.

7 MR. HAWLEY: And that's Exhibit B.  
8 (Exhibit A Application of Foreign Judgement marked.)

9 (Exhibit B Order marked.)

10 BY MR. HAWLEY:

11 Q. All right. Mr. Mona, just a little  
12 background first.

13 What's your date of birth?

14 A. August 2, 1954.

15 Q. And your place of birth?

16 A. Camden, New Jersey.

17 Q. All right. Did you graduate from high  
18 school?

19 A. Valley High School 1972.

20 Q. In Las Vegas?

21 A. Yes.

22 Q. Okay. When did you move to Las Vegas?

23 A. 1960.

24 Q. All right. How was it that you came to  
25 move to Las Vegas?

- 1 A. My mother and my dad and my three sisters.  
2 Q. Okay. I take it your dad got a job here?  
3 A. Correct.  
4 Q. That's the way most of us got here.  
5 A. Yes.  
6 Q. After graduating from Valley High School in  
7 1972, did you take any college classes?  
8 A. I went to UNLV for six months.  
9 Q. Okay. And what did you take there?  
10 A. Business classes.  
11 Q. Did you get a degree from UNLV?  
12 A. No.  
13 Q. Did you get any post-secondary educational  
14 degree?  
15 A. No.  
16 Q. When you left UNLV, what did you do for a  
17 living?  
18 A. Went to work.  
19 Q. Where?  
20 A. International Hotel, busboy and room  
21 service.  
22 Q. Okay. How long did you do that?  
23 A. Two years.  
24 Q. Okay. And why did you leave the  
25 International Hotel?

1           A.    I stayed there for longer than that. Then  
2 I got promoted the a waiter. I was there probably  
3 three years, four years.

4           Q.    So takes us to 1976?

5           A.    Something like that.

6                Then I parked cars at the MGM.

7           Q.    The old MGM, now Bally's?

8           A.    Correct, correct.

9           Q.    Okay.

10          A.    Then after that, when I was 21 years old, I  
11 was a dealer. I dealt for a couple years.

12          Q.    Where did you deal?

13          A.    Started at the Stardust for about a year.  
14 Then I went to the MGM, which was Bally's.

15          Q.    Okay. So that takes us to 1980 or so?

16          A.    Somewhere in that area.

17          Q.    Okay. And you dealt cards at the Stardust  
18 and Bally's?

19          A.    I dealt craps.

20          Q.    Craps?

21          A.    Correct.

22          Q.    At both the Stardust and Bally's; is that  
23 correct?

24          A.    Yes.

25          Q.    When you left Bally's dealing craps, what

1 did you do next?

2 A. Went to work for my brother-in-law, Bob  
3 Bigelow, as a laborer in the construction industry.

4 Q. What kind of construction did Mr. Bigelow  
5 do?

6 A. He was into apartments.

7 Q. How long did you work for Mr. Bigelow?

8 A. About ten years.

9 Q. Up to about 1990 then?

10 A. I don't know. You have to do the math. I  
11 know it was about ten years. I've been on my own  
12 for about 27 years, so we can do the math backwards.

13 Q. So 27 years?

14 A. Yes.

15 Q. That takes us back to '93?

16 A. You're better at math than I am.

17 Q. I had a high school teacher that told me to  
18 warn him of any bridges I might build. So that's  
19 why I became a lawyer.

20 But that said, that takes us to 1993. You  
21 started as a laborer in 1993 with Mr. Bigelow.

22 What did you end up with him?

23 A. Basically running his company after ten  
24 years.

25 Q. Okay.

- 1 A. Assisting him running his company.
- 2 Q. What was the focus of that company --
- 3 A. Apartment construction.
- 4 Q. -- when you left?
- 5 A. Apartment construction and management. We
- 6 would find the parcels, build them through my
- 7 brother-in-law and manage them. He owned them all.
- 8 Q. Is that company still around?
- 9 A. You know, I don't know. I've not talked to
- 10 my brother-in-law in about 20 years. I don't know
- 11 if he's still around or not.
- 12 Q. Fair enough. Fair enough.
- 13 Why did you leave Bigelow?
- 14 A. Go on my own.
- 15 Q. Okay. And when you went on your own, what
- 16 did you do?
- 17 A. Basically the same field, apartments.
- 18 Q. What was the name of the company?
- 19 A. M&M Developments at that time.
- 20 Q. Okay. And were you CEO of M&M Development?
- 21 A. President correct, CEO.
- 22 Q. Any partners?
- 23 A. My wife, the bank, the IRS. But no.
- 24 Q. All right. And how long did you own M&M?
- 25 A. You know, I'm guessing here now. I don't

1 want to be -- I know it's not good to guess at these  
2 things, but 15 years, maybe 20 years.

3 Q. What year did M&M cease to exist?

4 A. 2000. When I filed bankruptcy, M&M filed  
5 bankruptcy also in 2000.

6 Q. Okay. And what was the cause of that  
7 bankruptcy?

8 A. Casino -- I applied for a casino license  
9 and did not get it.

10 Q. What casino license were you applying for?  
11 What were you trying to do at that time?

12 A. Sunrise Casino in Boulder Highway.

13 Q. Why didn't you get the license?

14 A. Political. I'm just going to leave it at  
15 that. Very political.

16 Q. Have you ever been convicted of a felony?

17 A. No.

18 Q. How about a misdemeanor involving moral  
19 turpitude?

20 A. Involving what?

21 Q. Moral turpitude?

22 MR. MUIJE: Do you know what that means?

23 THE WITNESS: No.

24 BY MR. HAWLEY:

25 Q. Fraud, sexual offenses, lying.

- 1 A. No.
- 2 Q. Okay. After you went bankrupt, did you
- 3 reincarnate as another company?
- 4 A. Mona Co., M-O-N-A C-O.
- 5 Q. Okay. And is Mona Co. still around?
- 6 A. Yes.
- 7 Q. Okay. And what does Mona Co. do?
- 8 A. Nothing. It's basically a shell company.
- 9 At one time, it was my vehicle to build apartments.
- 10 It was my development/management vehicle.
- 11 Q. Okay.
- 12 A. Had a general contractor's license and all
- 13 that.
- 14 Q. Okay. Did you ever utilize that general
- 15 contractor's license?
- 16 In other words, did you ever self-perform?
- 17 A. Yes.
- 18 Q. Okay. And when did Mona Co. stop doing
- 19 business and become a shell?
- 20 A. About four to five years ago.
- 21 Q. Okay. And why did that occur?
- 22 A. The economy.
- 23 Q. Okay. When the economy went down, it went
- 24 down?
- 25 A. Correct.

1 Q. Okay.

2 A. It lost its contractor's license because of  
3 insufficient funds, lost the bond.

4 Q. Okay. Have you made any steps to  
5 reinvigorate Mona Co.?

6 A. No.

7 Q. Since Mona Co. ceased -- I'm sorry. Let me  
8 back up. I'm sorry. Go ahead.

9 A. Go ahead.

10 Q. No, you.

11 Okay. Since Mona Co. -- strike that. Did  
12 Mona Co. cease doing business when the economy  
13 tanked or --

14 A. It still has an open office on Sahara.

15 Q. What is the purpose of Mona Co. having an  
16 open office on Sahara?

17 A. No purpose.

18 Q. Do you have it staffed?

19 A. One person's there.

20 Q. Who is that?

21 A. Karen Epstein.

22 Q. How long has Karen Epstein been with Mona  
23 Co.?

24 A. Two months, maybe three months. She's new.

25 Q. What does Karen Epstein do to fill her day

1 if Mona Co. is not in business?  
2 A. That's a good question.  
3 Q. All right. Do you maintain an office  
4 there?  
5 A. Yes.  
6 Q. Are there any other offices maintained  
7 there?  
8 A. For myself.  
9 Q. For anyone else?  
10 A. Yes.  
11 Q. Who?  
12 A. A guy named Hamid has an office there. A  
13 guy named Ted Sevinisky (phonetic) has an office  
14 there. Another guy named Nick Velardo (phonetic)  
15 comes in and out.  
16 Q. Do they work for Mona Co.?  
17 A. No.  
18 Q. Are they tenants?  
19 A. No.  
20 Q. What is their status with -- how do they  
21 get offices in a Mona Co. suite?  
22 A. Mona Co. shares an office with another  
23 company called CannaVest.  
24 Q. CannaVest?  
25 A. Correct.

1 Q. And you have an interest in CannaVest,  
2 don't you?

3 A. No.

4 Q. Did you ever have an interest in CannaVest?

5 A. An interest as far as what?

6 Q. A financial interest.

7 Have you ever owned shares, managed,  
8 anything?

9 A. I'm employed by CannaVest.

10 Q. What do you do CannaVest?

11 A. I'm the president.

12 Q. And what is CannaVest's business?

13 A. CannaVest is a publicly-traded company that  
14 is in the cannabinoid business.

15 Q. Okay. You're talking about marijuana?

16 A. No. You obviously don't know cannabinoids  
17 or CBD.

18 Q. Okay. You're talking about the active  
19 ingredient in marijuana, pharmaceutical?

20 A. There are about 700 active ingredients in  
21 marijuana. Cannabinoid is one of them. There's  
22 no -- you do not get high off cannabinoids or CBD.  
23 It's purely medical.

24 Q. Okay. That's fair.

25 Does Mona Co. own any property?

1 A. No.  
2 Q. No real property?  
3 No?  
4 A. No.  
5 Q. No personal property?  
6 A. Maybe a couple computers, typewriters,  
7 things like that.  
8 Q. How many employees does CannaVest have?  
9 A. Approximately seven -- six or seven.  
10 Q. We know you're the president; right?  
11 A. Right.  
12 Q. What do the other employees do?  
13 A. Scientist, sales, marketing.  
14 Q. Okay. Does Mona Co. generate any income?  
15 A. No.  
16 Q. Does CannaVest generate any income?  
17 A. For the corporation?  
18 Q. Yes.  
19 A. Yes.  
20 Q. Is it profitable?  
21 A. No.  
22 Q. Does it have plans to become profitable?  
23 A. Hopefully. That's our goal.  
24 Q. Okay. And what will its business be  
25 according to the plan, when it becomes profitable?

- 1           A.    I don't understand the question.
- 2           Q.    How does CannaVest intend to become
- 3   profitable?
- 4                   How's that?
- 5           A.    By selling cannabinoids and CBD in that
- 6   atmosphere, that market.
- 7           Q.    Okay. In what market?
- 8           A.    In the cannabinoid market.
- 9           Q.    Who buys cannabinoids?
- 10          A.    Epileptic individuals, people with medical
- 11   problems, different individuals.
- 12          Q.    All right. You don't sell to
- 13   pharmaceutical houses?
- 14          A.    That is hopefully in our future. As of
- 15   right now, the answer is no.
- 16          Q.    You sell to individuals?
- 17          A.    Correct.
- 18          Q.    Do you sell through the mail or do you sell
- 19   in storefronts?
- 20          A.    CannaVest does not sell. CannaVest hired a
- 21   company called Hemp Meds, which does all its
- 22   distribution. CannaVest does not sell itself.
- 23   CannaVest has the product. Hemp Meds distributes
- 24   it.
- 25          Q.    Does Hemp Meds purchase the cannabinoids

1 from CannaVest?

2 A. No. It's given to Hemp Meds, and they get  
3 a percentage of the sales.

4 Q. It's more of a consignment?

5 A. Correct.

6 Q. Do you have any interest in Hemp Meds?

7 A. No, sir.

8 Q. Have you ever?

9 A. No, sir.

10 Q. Do you make any income from Hemp Meds?

11 A. Do I?

12 Q. Yes.

13 A. No.

14 Q. How much are you paid as president of  
15 CannaVest?

16 A. \$120,000 a year.

17 Q. Do you draw any kind of salary or other  
18 compensation from Mona Co.?

19 A. No.

20 Q. In addition to your salary from CannaVest,  
21 do you have any other benefits?

22 Do you have a car or anything like that?  
23 Expense account?

24 A. CannaVest has an apartment, a loft in San  
25 Diego, that I use that CannaVest pays for when I go

1 back and forth.

2 Q. And where is that loft?

3 A. It's 11 -- it's 877 Island Avenue, San  
4 Diego, California.

5 Q. Is that down by Petco Park?

6 A. Right by Petco Park.

7 Q. Okay.

8 A. You must know San Diego pretty well.

9 Q. I know parts of it.

10 All right. Other than the \$120,000 a year  
11 that you get from CannaVest, what other sources of  
12 income do you have?

13 A. None.

14 Q. Do you trade real estate?

15 Do you invest in real estate still?

16 A. I used to.

17 Q. Do you do it now?

18 A. No.

19 Q. When did you stop?

20 A. When my funds ran out.

21 Q. When did your funds run out?

22 A. '08, '09, the great recession when most  
23 developers and real estate people went upside down.  
24 I was one of the lucky ones.

25 Q. What's your present address?

1 A. Home?  
2 Q. Yes.  
3 A. 2793 Red Arrow Drive, Las Vegas, Nevada  
4 89135.  
5 Q. How long have you lived at Red Arrow?  
6 A. Twelve years.  
7 Q. Okay.  
8 A. Ten, 11 years, something like that.  
9 Q. Before then, where did you live?  
10 A. I had a house on Notting Hill Gate Court,  
11 301 Notting Hill that we rented. Before that, I  
12 lost the house -- no help there -- on Soaring Court,  
13 1901 Soaring Court.  
14 Prior to that, I had a house on 221  
15 University Court. Prior to that, I had a house at  
16 801 Greenbrook Street.  
17 Q. What is the Mona Family Trust?  
18 A. It's a my wife and I put together -- I  
19 don't know exactly when it was -- years ago.  
20 Q. Does that trust have any assets?  
21 A. I believe the house is a Mona Family Trust,  
22 I believe.  
23 Q. Are you the trustee of the Mona Family  
24 Trust?  
25 A. I think my wife and I are co-trustees.

1 Q. So there's no one that would know more  
2 about the Mona Family Trust than you and your wife;  
3 is that correct?

4 A. And my lawyer.

5 Q. Okay. That would be Mr. Muije?

6 A. No. Mr. Muije did not do the family trust.

7 Q. Okay. Who is the lawyer?

8 A. Jeff Burr.

9 Q. Okay. Did he establish the Mona Family  
10 Trust?

11 A. Yes.

12 Q. And that was 12 years ago, you said?

13 A. I would be guessing. I was told not to  
14 guess, so, you know, I don't know.

15 Q. Give me your best estimate though.

16 A. Ten, 12 years ago, my best guess.

17 Q. And I guess before we continue, have you  
18 ever had your deposition taken before?

19 A. Yes.

20 Q. On how many occasions?

21 A. Three or four.

22 Q. Okay. When was the last time you had your  
23 deposition taken?

24 A. Roughly eight, ten years ago maybe.

25 Q. All right. Let me go -- this is really a

1       Judgement Debtor Exam, but it has the hallmarks of a  
2       deposition, so I'm going to go through my deposition  
3       spiel with you to make sure we're on the same page.  
4       Okay?

5             A.    Please.

6             Q.    A deposition is a fact-finding process.  
7       It's authorized by the Nevada Rules of Civil  
8       Procedure.

9             The oath took is the same oath you would  
10       take in a court of law and it requires you to tell  
11       the truth.

12            Do you understand that?

13            A.    Yes.

14            Q.    Even though we're in a very informal  
15       setting here today in a conference room, the oath  
16       that you took carries with it the same solemnity and  
17       penalty of perjury as would attach in a court of  
18       law.

19            You understand that; right?

20            A.    Yes.

21            Q.    The court reporter is taking down  
22       everything that is said today. Within a couple of  
23       weeks time she will transcribe her notes into a  
24       booklet form. You'll be given an opportunity to  
25       review that booklet and make any changes you want to

1 make to any of your answers. Then sign the booklet  
2 under oath before a notary public.

3 Do you understand that?

4 A. Yes.

5 Q. There's two oaths you take essentially:  
6 The oath you took now and the oath that you take  
7 when you sign the book.

8 Right?

9 A. Correct.

10 Q. As I said, you're going to be able to make  
11 any changes that you want to make to any of your  
12 answers.

13 If you make any substantive changes to any  
14 of your answers -- if this were an auto case and you  
15 changed a red to a green, that would be a  
16 substantive change.

17 A. Repeat that, please.

18 Q. If this were a car collision case and you  
19 changed a red to a green, that would be a  
20 substantive change.

21 If you made a change like that, I could  
22 comment on that to the Court at any time and that  
23 could affect your credibility.

24 Do you understand that?

25 A. Yes.

1 Q. So the best way for you to avoid that  
2 happening, is to make sure that you understand my  
3 questions before you answer them.

4 Is that fair?

5 A. Correct.

6 Q. All right. If you answer a question, I'm  
7 going to assume that you understood it. Okay?

8 A. Okay.

9 Q. Okay. If you don't understand a question,  
10 please tell me that you don't understand it. I'm  
11 perfectly capable of asking questions that are  
12 complete incomprehensible. I don't take offense.

13 A. Thank you.

14 Q. So please tell me that you don't understand  
15 a question, and I'll rephrase it.

16 A. Thank you.

17 Q. All right. We don't want you to guess  
18 here. We want you to testify as to your own  
19 personal knowledge. That said, I'm entitled to your  
20 best estimate.

21 To illustrate, you could estimate the  
22 length of this conference table; is that correct?

23 A. Correct.

24 Q. But you couldn't estimate the length of my  
25 dining room table at home, could you, because you've

1       seen it?

2           A.    Correct.

3           Q.    So that would be a guess.

4           A.    All right.

5           Q.    You've doing very well in this setting so  
6       far.

7                   This is not a conversation.  The uh-huhs,  
8       the hu-uhs, the head shakes, the grunts, the groans,  
9       the ways we communicate in everyday conversation  
10      don't apply here because it's being transcribed.

11                  If we revert to that, the court reporter is  
12      going to get very angry with us, and we don't want  
13      that.

14                  So if during the course of this proceeding  
15      I ask if your response is yes or no, it's not to  
16      embarrass you.  It's only for clarity of the record.

17           A.    All right.

18           Q.    Also, I would ask that you let me finish my  
19      questions before you answer and I will let you  
20      finish your answer before asking my next question.

21                  That way, the court reporter, again, won't  
22      get hostile because she can't take down two people  
23      speaking at the same time.

24                  Fair enough?

25           A.    She doesn't look hostile.

1 Q. They can get mean.

2 All right. We've talked about Mona Co. a  
3 little bit and CannaVest; is that right?

4 A. Right.

5 Q. And Hemp Meds?

6 A. Correct.

7 Q. Are you involved in any other businesses at  
8 this time personally?

9 A. No.

10 Q. You were detailing the homes you've owned.  
11 You did not mention Promontory Ridge.

12 A. Promontory Ridge?

13 Q. Yes.

14 That was yours, wasn't it?

15 A. No. It was a development project. It was  
16 a spec house I built and sold it. I've never lived  
17 in it. It was purely spec.

18 Q. Did you own it?

19 A. I don't know if I owned it or Mona Co.  
20 owned it or it was an LLC.

21 Q. Okay. Well, you own Mona Co.; is that  
22 right?

23 A. I own it and I know my son and my kids'  
24 trust has a piece of it. I do not know the exact  
25 ownership.

1 Q. You said you didn't know if Promontory  
2 Ridge --

3 A. Promontory Point.

4 Q. I have it as Promontory Ridge.  
5 It's The Ridges in Summerlin?

6 A. Yes. And, again, to repeat myself, I've  
7 never lived there and I had no intentions. It was  
8 way too big of a home. It was strictly an  
9 investment.

10 Q. Okay. And that sold; correct?

11 A. Yes.

12 Q. For about 11 and a half million dollars?

13 A. Correct.

14 Q. What happened to that money?

15 A. Well, I went and paid back, first of all,  
16 an eight and a half, nine million dollar loan. I  
17 paid taxes on it.

18 And that was -- what? -- four years ago,  
19 five years ago?

20 Q. Okay. Well, I'm sure there was something  
21 left over after the taxes; is that right?

22 A. I couldn't tell you. I'm sure there was.

23 But, again, that was five years ago. I'm  
24 sure I re-invested it or blew it or paid bills. I  
25 couldn't tell you what happened to the profit after

1 paying the bank back and the IRS.

2 Q. Let's talk about banking for a moment.

3 Do you currently have a checking account  
4 personally?

5 A. Yes.

6 Q. With what bank?

7 A. Bank of America.

8 Q. What's the account number for that?

9 A. No idea.

10 Q. Do you have a check?

11 A. Not with me.

12 Q. Do you have a debit card?

13 MR. MUIJE: We've produced the records on  
14 that account, haven't we?

15 THE WITNESS: Yes.

16 BY MR. HAWLEY:

17 Q. Do you know what the current balance on  
18 that account is?

19 A. No idea.

20 Q. How often do you make deposits to that  
21 account?

22 A. When I get paid.

23 Q. How often do you get paid?

24 A. Biweekly.

25 Q. Okay. By CannaVest?

- 1 A. Correct.
- 2 Q. All right. Any other checking accounts?
- 3 A. I believe that's the only one I have.
- 4 Q. Does the Mona Family Trust have any
- 5 checking accounts?
- 6 A. There may be one at Bank of Las Vegas. I'm
- 7 not sure. And, if so, it's very -- there may be 50
- 8 bucks in it.
- 9 Q. Okay.
- 10 A. And again --
- 11 Q. What branch is that?
- 12 A. Again, I produced all those records.
- 13 Q. I understand.
- 14 A. What branch? I don't know.
- 15 Q. All right. Do you have any savings
- 16 accounts?
- 17 A. No.
- 18 Q. Personally?
- 19 A. No.
- 20 Q. What about the Mona Family Trust?
- 21 A. I don't think so.
- 22 Q. Does your wife maintain any savings
- 23 accounts or checking accounts?
- 24 A. Pardon me?
- 25 Q. Does your wife maintain any savings or

1     **checking accounts?**  
2         A.    I know she has a household account.  
3         Q.    Where is that maintained?  
4         A.    Pardon me?  
5         Q.    Where is that maintained?  
6         A.    I believe that's Bank of Nevada, also.  
7         Q.    How long has she had that account?  
8         A.    I don't know.  
9         Q.    How much money is in that account?  
10        A.    I don't know. That's her account. I don't  
11    even sign on it.  
12        Q.    Fair enough.  
13             Do you have any credit cards in your wallet  
14    right now?  
15        A.    Yes.  
16        Q.    Which ones?  
17        A.    Capital One.  
18        Q.    May I see it?  
19        A.    Of course. As long as you don't use it.  
20        MR. MUIJE: Actually, you'll get double  
21    miles.  
22    BY MR. HAWLEY:  
23        Q.    Okay. Thank you.  
24        A.    Here's my ID, also.  
25        Q.    That's fine. I've got your ID.

1 A. Twenty bucks.

2 Q. Well, it will go a long way to helping  
3 this.

4 MR. MUIJE: Actually, I don't think it will  
5 cover an hour's worth of interest.

6 BY MR. HAWLEY:

7 Q. What's the credit limit on this card?

8 A. \$1,500 I believe.

9 Q. Okay. And how much is left on it?

10 A. A thousand, 900. Again, I'm guessing.

11 Q. And this is the account that ends in the  
12 last four numbers 6781; is that correct?

13 A. Correct.

14 Q. And it looks like it expires in April of  
15 2014?

16 A. No idea. You're reading it, not me.

17 Q. All right. Michael J. Mona is on the card;  
18 right?

19 A. Yes.

20 And I have another Capital One card, also.

21 Q. Okay. May I see that?

22 A. I don't have it with me. But it's the same  
23 company with a \$1,500 limit, also. I don't know  
24 that number.

25 Q. Okay. And when did you obtain those cards?

1 A. Again, guessing, four or five years ago.

2 Q. Okay. Is your wife a signer on the  
3 checking account that we discussed at the Bank of  
4 America?

5 MR. MUIJE: Objection.

6 He indicated Bank of Nevada.

7 MR. HAWLEY: I'm sorry. I thought I said  
8 Bank of Nevada.

9 THE WITNESS: No. You said Bank of  
10 America.

11 BY MR. HAWLEY:

12 Q. I'm sorry.

13 A. I don't know. My account, I don't know.

14 Q. Okay. But you're not a signatory on her  
15 account?

16 A. No.

17 Q. How does her account get funded?

18 A. Through me, through her.

19 Q. What does she do to fund the account?

20 A. She has investments. She has her own  
21 money.

22 Q. What investments does she have?

23 A. Oh, I don't know. I don't deal in my  
24 wife's business.

25 Q. Were you the source of any of the money

1       that she has those investments?

2               MR. MUIJE: Objection to the term 'source.'  
3       That's vague and ambiguous.

4               You are allowed to answer.

5               THE WITNESS: What's the question?

6               MR. HAWLEY: Will you repeat the question,  
7       please.

8       (Thereupon, the requested portion was read back.)

9               THE WITNESS: I don't know what investments  
10       she has, what sources she has.

11       BY MR. HAWLEY:

12              Q.    Okay. Did you give her any money to start  
13       that investment account?

14              A.    She's had half of whatever we've made over  
15       the years.

16              Q.    Okay. Have you given her any money towards  
17       that investment account in addition to the half?

18              MR. MUIJE: Objection as to time frame.  
19       That's awfully broad and ambiguous.

20              You're allowed to answer.

21              THE WITNESS: What is the question?

22              MR. HAWLEY: Will you repeat the question,  
23       please.

24       (Thereupon, the requested portion was read back.)

25              THE WITNESS: I'm sorry. Have I given her

1 any money?

2 BY MR. HAWLEY:

3 Q. Yes. To put into the investment account in  
4 addition to the half interest that she has under  
5 community property laws.

6 A. She has her share of what we made in the  
7 past, yes.

8 Q. Is that it?

9 A. What do you mean?

10 Q. Have you ever given her any cash to put  
11 into her investment account?

12 A. I've given her cash over the years, yes.

13 Q. How much?

14 A. Over the years, millions, over the 31 years  
15 we've been married.

16 Q. Okay. And who maintains those investment  
17 accounts?

18 Were are those investment accounts  
19 maintained?

20 A. I have no idea.

21 Q. Okay. Do you have any kind of a safe  
22 deposit box?

23 A. No.

24 Q. Okay. Do you have any funds in overseas  
25 accounts?

1           A.    I was in Germany two months ago, a month  
2           and a half ago, and the guy I was with who works  
3           over there, he wanted some help at a bank and he  
4           talked me into opening an account in Germany for  
5           \$500.

6           So, yes, I do have a German account and  
7           there's \$500, which is 320 Euros in it, which I'm  
8           getting ready to cancel. It's some German account.  
9           I don't even know the name of the bank.

10          Q.    Is that the only foreign account you have?

11          A.    That's it.

12          MR. HAWLEY: You want to bring up page  
13          6-0666. Zoom in so I can see.

14          BY MR. HAWLEY:

15          Q.    That indicates that you're a signatory on  
16          an account, correct, a foreign account?

17          MR. MUIJE: Could you refer to the line,  
18          please.

19          MR. GLASKY: Let me get to the right page.

20          (Thereupon, an off-the-record discussion was had.)

21          BY MR. HAWLEY:

22          Q.    All right. Is that the account that's  
23          being referred to on that tax return, the \$500 in  
24          Germany?

25          A.    I have no idea.

1 MR. GLASKY: This was 2011 taxes.

2 BY MR. HAWLEY:

3 Q. When was the German account established?

4 A. Two months ago.

5 Q. Okay. So in 2011 though, your tax return  
6 indicates that you had another foreign account; is  
7 that correct?

8 A. I'm not aware of it.

9 Is that one with the \$545? Is that what  
10 you're talking about?

11 Q. No, I don't believe so.

12 A. I don't know what you're talking about.  
13 I'm lost.

14 MR. MUIJE: It's line 7A at the bottom,  
15 Part III, Foreign Accounts.

16 And I'll just note for the record the  
17 document speaks for itself. Obviously, if he can  
18 illuminate or clarify, he's welcome to do so.

19 BY MR. HAWLEY:

20 Q. You signed the tax return; right?

21 A. I did.

22 Q. Who prepared it?

23 A. Ed Wilson.

24 Q. Okay. He's your accountant?

25 A. Yes.

1 Q. Okay. He would know your finances,  
2 wouldn't he?

3 A. Hopefully.

4 Q. Okay. You're not aware of the foreign  
5 account?

6 A. I don't know if he's talking about the  
7 German account. I don't know when this was filed.

8 Q. 2011.

9 A. I don't know. I can't answer that.

10 Q. Okay. Do you know if the required form  
11 TD F 90-22.1 has ever been filed?

12 That would be 7B right here.

13 A. I have no idea.

14 Q. Okay. Are separate tax returns filed for  
15 the Mona Family Trust?

16 A. I believe so.

17 Q. Who would prepare those?

18 A. Ed Wilson.

19 Q. Have you ever signed a tax return for the  
20 Mona Family Trust?

21 A. I don't know if I sign them. I don't know  
22 if they're prepared by him. I don't know if I sign  
23 them. I don't know if they're signed  
24 electronically.

25 Q. A tax return wouldn't be signed

1 electronically without your authorization, would it?

2 A. I hope not.

3 Q. Mr. Wilson wouldn't do that without your  
4 say-so, would he?

5 MR. MUIJE: Objection, calls for  
6 speculation.

7 Don't answer.

8 MR. HAWLEY: He can answer.

9 MR. MUIJE: To the best of his knowledge or  
10 ability.

11 But, again, I would note for the record  
12 continuing speculation as to what a third-party  
13 might or might not do.

14 BY MR. HAWLEY:

15 Q. You can answer.

16 A. I would hope not.

17 Q. Okay. How long has Mr. Wilson been your  
18 accountant?

19 A. Fifteen years maybe.

20 Q. All right. What does the Mona Family Trust  
21 own?

22 A. This question was asked and I'm going to  
23 answer the same thing: I believe my house.

24 Q. Is that it?

25 A. Yes.

1 Q. Okay.

2 A. I believe so.

3 Q. All right. Has the trust sold any property  
4 in the last two years?

5 A. I don't think so, no.

6 Q. Okay. We've talked about your house;  
7 right?

8 A. Correct.

9 Q. A little bit.

10 In addition to your house, do you own any  
11 other real estate either here or in another state or  
12 another country?

13 A. Another country, no. Another state, years  
14 ago back in development days I had parcels all over.

15 I had Rio Vista in California. I had  
16 numerous parcels in Arizona. 99 percent of those  
17 are gone; they're lost. Either they went back to  
18 the bank or foreclosed or whatever.

19 I may be a partial owner of a small piece,  
20 like a two percent owner in a piece of Arizona. I  
21 don't know. I doubt it. But I think every  
22 investment I had is gone.

23 Q. So the only real property that you own or  
24 that you have an interest in is the house here in  
25 Las Vegas; is that correct?

1           A.    Again, I may have a small interest like one  
2           and a half or one percent of some LLC that hasn't  
3           gone belly up yet but will belly up.

4           I don't think so. I believe the only thing  
5           that I do own, yes, is my house.

6           At one time I had 20 parcels. I kind of --  
7           they're all gone. So, again, I believe it's my  
8           house, correct.

9           Q.    Okay. And what about -- we talked about  
10          you might have an interest in an LLC that has a  
11          minor interest in some other parcels; is that  
12          correct?

13          A.    I may.

14          Q.    In addition to that, are there any  
15          businesses that you own that own real property?

16          A.    No.

17          Q.    Okay. Who is David park?

18          A.    Who?

19          Q.    David Park (phonetic).

20          A.    David Park? I don't know.

21          Q.    What about Christine Mora, M-O-R-A?

22          A.    I don't know.

23          Q.    What is Emerald Suites?

24          A.    Emerald Suites is a chain of hotels I owned  
25          years ago.

1           There was an Emerald Suites Las Vegas  
2 Boulevard, which got taken back by the bank. There  
3 was an Emerald Suites Cameron, which got taken back  
4 by the bank. There was an Emerald Suites Trop,  
5 which I was a partner in which I sold out years ago.  
6 There was an Emerald Suites Nellis that I sold  
7 probably seven, eight years ago.

8           I believe there was another Emerald Suites.  
9 I believe I had five at one time, but I either sold  
10 them or -- and the last two, Emerald Suites Las  
11 Vegas Boulevard and Cameron, got taken over by the  
12 bank and got foreclosed on four years ago.

13           Q.   Okay. What about Emerald Suites LVBS  
14 Agate?

15           A.   That's Emerald Suites Las Vegas Boulevard.

16           Q.   Okay.

17           A.   That's the --

18           Q.   Okay. That's Las Vegas and Agate?

19           A.   Correct. That was my first one.

20                   That's how I came up with the name Emerald.  
21 Pretty ingenious, huh?

22           And I just noticed as I pulled up here,  
23 obviously, the same gentleman that bought mine out  
24 of foreclosure bought the one across the street  
25 because that's Emerald now. I heard he did that.

1 That's the first time I've seen it.

2 Q. Okay. In 2009, did you make a \$3 million  
3 loan to Vestin Mortgage or a Vestin entity?

4 A. I remember something like that. I remember  
5 loaning Mr. Shustek or Vestin \$3 million for a short  
6 period of time, but I got it back. I don't have all  
7 the details on that.

8 Q. Okay. Well, it looks to me like it was  
9 paid off in two installments: On May 5th of 2009,  
10 \$1.5 million and then on May 7th of 2009,  
11 \$1.5 million.

12 Does that refresh your recollection?

13 We have a couple pages up on the board  
14 here, too.

15 A. That doesn't remind me, but obviously I can  
16 see it up there. My memory is very bad.

17 Q. Okay. Have you seen a doctor because you  
18 have a bad memory?

19 A. No.

20 Q. Okay. Tell me about how bad your memory  
21 is. Tell me about the symptoms.

22 A. What do you want to know?

23 Q. I want to know the extent --

24 A. I remember your name.

25 Q. It's John?

1 A. I remember Ira's name. I may not remember  
2 somebody's name I met last week.

3 Q. All right. What do you not -- it's hard to  
4 logically ask the question 'what do you not  
5 remember,' but what are the categories of things  
6 that you don't remember?

7 A. Nothing specific. It's general. There's  
8 nothing that categorizes my bad memory.

9 Q. So you have random bits of memory loss?  
10 Is that what you're telling me?

11 A. No. I just simply say I have a bad memory.

12 Q. How long have you had a bad memory?

13 A. About 30 years.

14 Q. Okay. About the time you've been married?

15 A. Thirty-one years.

16 MR. MUIJE: That will cause it.

17 THE WITNESS: I never thought of that.

18 Hope my wife doesn't read this.

19 MR. MUIJE: I actually rely on my wife to  
20 be my memory because whatever I remember she'll  
21 remember different.

22 BY MR. HAWLEY:

23 Q. When did you set up Scarlet Properties?

24 A. I have no idea. It was probably back when  
25 I was buying properties and flipping them and

1 developing them.

2 Q. What was Scarlet Properties?

3 A. Scarlet Properties was one of the numerous  
4 LLCs I set up for protection.

5 Q. For protection from what?

6 A. Protection from life.

7 Q. Okay.

8 A. Like everyone else sets up LLCs. I'm not  
9 the first one to do it.

10 Q. What was the business of Scarlet  
11 Properties?

12 A. Obviously, like I said, it was an LLC.  
13 What was in it, I don't know. I had numerous LLCs.  
14 Scarlet was just one of them.

15 Q. Who else was in Scarlet with you?

16 A. I can't answer that without looking at the  
17 document.

18 Q. How many properties did you transfer to  
19 Scarlet?

20 A. I can't answer that without looking at the  
21 document.

22 Q. Did you have a property in Laguna?

23 A. 351 Crescent Bay Drive, yes, which got  
24 foreclosed on --

25 Q. Okay. Then you had one in --

1 A. -- by Mr. Shustek.  
2 Q. And you had one in Big Bear?  
3 A. Yes. That got sold.  
4 Q. Okay. And when did the property in Big  
5 Bear get sold?  
6 A. I don't recall. Two, three years ago  
7 maybe.  
8 Q. Is Scarlet, LLC still around?  
9 A. I do not know if it's current. I would  
10 have to say no because both those properties are  
11 gone. I don't know if it's the attorney, re --  
12 whatever he does, re -- what do you call it?  
13 MR. MUIJE: Filed the annual list?  
14 THE WITNESS: Yes. I have no idea.  
15 BY MR. HAWLEY:  
16 Q. All right. And what's the ownership of  
17 Scarlet?  
18 Were you the sole member of the LLC or were  
19 there others?  
20 A. Again, I don't remember.  
21 Q. Okay. Did Scarlet own other LLCs?  
22 A. I don't remember how Scarlet was set up. I  
23 believe it was just a couple properties in there.  
24 Q. Does Scarlet file any tax returns?  
25 A. I don't know.

1 Q. Have you ever seen any tax returns --

2 A. Years ago, yes.

3 Q. -- for filing by Scarlet?

4 When do you believe Scarlet quit filing tax  
5 returns?

6 A. Again, I don't know. I would be guessing.

7 Q. Give me your best estimate.

8 A. Three years ago, two years ago. That's an  
9 estimate.

10 Q. Have you paid anything into Scarlet over  
11 the last 24 months?

12 A. I don't believe so.

13 Q. Okay. So you haven't loaned any money to  
14 Scarlet?

15 A. I don't believe so.

16 Q. Have you received any money from Scarlet  
17 over the past 24 months or so?

18 A. I don't believe so.

19 (Thereupon, an off-the-record discussion was had.)

20 BY MR. HAWLEY:

21 Q. It looks like you got \$100,000 from them on  
22 October 23, 2012.

23 THE WITNESS: Could we take a break?

24 MR. HAWLEY: Sure.

25 (Thereupon, a break was taken.)

1 BY MR. HAWLEY:

2 Q. We've pulled up the page and it's page  
3 14-603. It looks like you received a payment on  
4 10/23/12 to a Republic bank account.

5 MR. MUIJE: It wouldn't be '12. It would  
6 be '09, I believe.

7 THE WITNESS: That's October 2009 on this.

8 BY MR. HAWLEY:

9 Q. 10/23/09.

10 A. Four years ago.

11 Q. Okay. And then you also received a  
12 \$1 million --

13 A. Four years ago.

14 MR. MUIJE: Don't argue. People make  
15 mistakes.

16 MR. HAWLEY: We're not going to argue.

17 THE WITNESS: Now it makes sense.

18 BY MR. HAWLEY:

19 Q. Okay. Have you ever borrowed any money  
20 from Michael Sifen, S-I-F-E-N?

21 A. Michael Sifen, yes.

22 Q. How much?

23 A. Over the years?

24 Q. Yes.

25 A. Four or five million.

1 Q. Okay. How many notes -- how many loans has  
2 Mr. Sifen given you over the years?

3 A. He was one of my original investors in 2000  
4 on Emerald Suites.

5 And how many notes -- or what was the  
6 question again? I'm sorry.

7 Q. How many loans have you taken out from him?

8 A. I couldn't give you an answer.

9 Q. Okay. Was there a loan for about a million  
10 242 that you took out in January of 2010?

11 A. Probably so. Sounds right.

12 Q. Okay. And then it looks like you have  
13 another \$200,000 note dated May 3rd of 2009; is that  
14 correct?

15 A. I remember borrowing that to live on, yes.

16 Q. Okay. What were the terms of those notes?  
17 Were they secured?

18 A. I don't recall.

19 Q. Okay. You don't know if they were secured?

20 A. Secured by my home, I believe.

21 Q. Okay. Which home?

22 A. Pardon me?

23 Q. Which home?

24 A. 2793 Red Arrow Drive.

25 Q. Okay. Did you have a property at 50th and

1 Fillmore?

2 A. Yes. That was an investment property.  
3 That's in the Palm Springs area, I believe. Yes,  
4 years ago that was an investment property. It was  
5 80 acres.

6 Q. Could the \$1.2 million loan in January of  
7 2010 have been to pay off 50 percent of that?

8 A. I don't recall. Mike was in a lot of deals  
9 with me. Like I said, he was an original investor  
10 in Emerald Suites with me, and he's been in a lot of  
11 my investments throughout the last 13 years.

12 So can I specify that one? I have no idea.

13 Q. Okay. You said the \$200,000 loan was for  
14 living money?

15 A. I believe so. I don't recall.

16 Q. Okay.

17 A. Mike has always been there for me.

18 Q. So you don't know if the notes were secured  
19 or unsecured, the \$1.2 million in particular?

20 A. Again, like I just said 30 second ago, I  
21 believe that note was secured by my home.

22 Q. But that deed of trust doesn't look like it  
23 was recorded until about a year after the loan was  
24 made.

25 Do you know why that was?

1 A. No idea.  
2 Q. What's the current status of that note?  
3 A. I still owe him.  
4 Q. Are you paying --  
5 A. No.  
6 Q. -- on it?  
7 What's the balance of that note?  
8 A. I believe the original balance plus  
9 interest.  
10 Q. Okay. How are you going to pay that note  
11 off?  
12 A. It's something Mike and I will figure out.  
13 Q. What's TX 1650, LLC?  
14 A. One more time.  
15 Q. TX 1650, LLC.  
16 A. Texas 1650. That was another one of my  
17 investments years ago.  
18 Q. What was your ownership interest in that?  
19 A. My percentage?  
20 Q. Yes.  
21 A. I don't know. I don't recall.  
22 Q. It looks like you used some of your  
23 interest in 1650, LLC as a partial payment of the  
24 \$1.2 million note -- did you do that? -- to Michael  
25 Sifen?

1           A.    I believe Mike wanted some more collateral  
2           back. This was a couple years ago; correct?

3                    You're looking at the document; I'm not.

4           Q.    I'm looking at March 12th of 2012 where you  
5           assigned your interest in TX 1650 to Michael Sifen.

6           A.    Okay.

7           Q.    I have an unsigned version of that.

8                    Did that occur?

9           A.    I believe so, yes. I believe Mike wanted  
10          more collateral.

11          Q.    It wasn't collateral.

12                   It was partial payment of the note, wasn't  
13          it?

14          A.    I don't know what he called it. I don't  
15          know what we agreed on.

16          Q.    How much was the note reduced by after the  
17          assignment of the TX 1650 interest?

18          A.    I don't know the specifics.

19          Q.    Clearly, then some payments have been made  
20          on the note though; right?

21                   MR. MUIJE: Objection, mischaracterizes  
22          Mr. Mona's testimony.

23                   It's an unsigned document and he testified  
24          he doesn't know whether it was additional collateral  
25          or a partial payment.

1           You're allowed to clarify if you have any  
2 clarification.

3           THE WITNESS: I don't know.

4 BY MR. HAWLEY:

5           Q.    So you don't know how much --

6           A.    No. But I believe that property is  
7 worthless now anyway, that TX 1650.

8           Q.    Okay. Where is the TX 1650 property  
9 located?

10          A.    San Antonio, Texas.

11          Q.    Can you give me cross streets?

12          A.    No. I was only there one time -- twice.  
13 I'm sorry.

14          Q.    Was it a piece of developed property or  
15 undeveloped?

16          A.    It was vacant land.

17          Q.    Have you ever borrowed \$700,000 from  
18 Mr. Shustek?

19          A.    I've been borrowing money from Mr. Shustek  
20 since 2000. So what the amounts are and when, I  
21 cannot be specific.

22          (Thereupon, an off-the-record discussion was had.)

23 BY MR. HAWLEY:

24          Q.    Who is Mr. Shustek?

25          A.    Michael Shustek is a gentleman that works

1 for -- shall I say I guess Vestin Mortgage. He's a  
2 hard money lender and the reason I'm here right now.

3 Q. How long have you known Mr. Shustek?

4 A. I met Mr. Shustek in 1999 or 2000 -- no.  
5 I'm sorry. It was probably a little bit after that.  
6 Probably close to 2001, in that area.

7 Q. All right. Up on the board is a \$700,000  
8 note from Mr. Shustek; is that correct?

9 MR. MUIJE: No. To Mr. Shustek. You said  
10 from.

11 MR. HAWLEY: I did?

12 No. He borrowed money from Mr. Shustek.  
13 Fair enough. Fair enough.

14 BY MR. HAWLEY:

15 Q. What is the date of that note?

16 A. Don't they usually have these things on  
17 documents?

18 Q. Well, we have 33,000 pages.

19 A. July 26, 2010.

20 Q. What was that money used for?

21 A. No idea.

22 Q. Into which account was that money  
23 deposited?

24 A. No idea. This is three years ago.

25 Q. Do you know if this note was reported?

1 A. No idea.

2 Q. Did you put any property on that note?

3 A. I believe I put up a second on my Laguna  
4 home.

5 Q. Okay.

6 A. Again, I'm guessing, but that kind of rings  
7 in my head, which is scary.

8 Q. Okay. Did you ever assign the note to  
9 someone else?

10 MR. MUIJE: Objection to form.

11 Again, this is a note from him to  
12 Mr. Shustek.

13 MR. HAWLEY: I'm sorry. You're right.

14 BY MR. HAWLEY:

15 Q. Do you know if you ever assigned the note  
16 to anyone?

17 A. I don't know.

18 Q. Who is Don Matz, M-A-T-Z?

19 MR. MUIJE: Spelling on that again, John?

20 MR. HAWLEY: M-A-T-Z.

21 MR. MUIJE: Thanks.

22 THE WITNESS: No idea.

23 BY MR. HAWLEY:

24 Q. He's listed as one of the current lenders  
25 on that note.

1           You don't know him?  
2           A.   Never heard of him.  
3           Q.   What's the current balance on that note?  
4           A.   I don't know. He foreclosed on my house.  
5   I don't know.  
6           Q.   Okay.  
7           A.   Foreclosed and sold it. I don't know the  
8   balance. I've not talked to Mike for a long time.  
9           Q.   Okay. Do you know how much was paid off  
10   from the sale of the foreclosure of that property?  
11           That was the Laguna property; right?  
12           A.   Correct.  
13           No.  
14           Q.   You don't know how much was realized from  
15   the sale?  
16           Okay. Are you making any payments on that  
17   note?  
18           A.   No.  
19           Q.   Okay. So Mr. Shustek foreclosed on the  
20   Laguna property?  
21           A.   Correct.  
22           Q.   Who is Park Real Estate in Dallas, Texas?  
23           A.   Never heard of them.  
24           Q.   Have you had any connection with the Laguna  
25   property since it was foreclosed on?

- 1 A. Have I?
- 2 Q. Yes.
- 3 A. Drove by it one time about two months ago.
- 4 Q. Okay. Did you have insurance on that
- 5 property up until its foreclosure in April of 2012?
- 6 A. Excuse me?
- 7 Q. Did you have insurance on that property?
- 8 A. What type of insurance?
- 9 Q. Property insurance, homeowners insurance?
- 10 A. I would have to say yes.
- 11 Q. Okay. Did you cancel the insurance after
- 12 the foreclosure sale?
- 13 A. Hopefully, I did -- or hopefully somebody
- 14 did.
- 15 Q. Do you have a golf cart at that property?
- 16 A. No.
- 17 Q. Why is it listed on your insurance?
- 18 A. I had a golf cart at one time at that
- 19 property, yes.
- 20 Do I have a golf cart at that property now?
- 21 I don't have the property, nor the golf cart.
- 22 Q. Are you still paying for coverage on the
- 23 property or the golf cart?
- 24 A. I hope not, but I will definitely find out.
- 25 Q. Did you report the debt forgiveness for the

1       Laguna property on your tax return?

2               MR. MUIJE: Objection.

3               What tax return? Which year?

4               MR. HAWLEY: It was foreclosed in 2012.

5               MR. MUIJE: He can answer.

6               THE WITNESS: I don't know.

7       BY MR. HAWLEY:

8               Q.    Have you done your 2012 taxes?

9               A.    No.

10              Q.    Okay. Do you know when those will be  
11       completed?

12              A.    No.

13              Q.    Mr. Wilson will know that?

14              A.    I owe Mr. Wilson a large sum of money.  
15       We're discussing that.

16              Q.    How much money do you owe Mr. Wilson?

17              A.    \$38,000, in that area.

18              Q.    Okay. Who is Sunup Lending (phonetic)?

19              A.    I've seen that name somewhere, but I don't  
20       know. If you show me what it's related to, I may be  
21       able to help, but I don't -- I remember seeing the  
22       name, but right now I cannot pinpoint what it is.

23              Q.    Looks like you borrowed \$1,045,000 from  
24       them.

25                    Do you know what it was for?

1 A. No idea. I would borrow from anybody that  
2 could give me the money.

3 Q. Looks like you made a \$35,000 payment to  
4 them in December of 2010 from Capital Security Bank.

5 How long did you have an account at Capital  
6 Security Bank?

7 A. I do not remember having an account at  
8 Capital Security Bank. I've never heard of Capital  
9 Security Bank, unless I'm, again, mistaken.

10 Q. Is that something that you wrote?

11 A. It's my e-mail.

12 Q. Okay. What is that e-mail, sir?

13 That was Bank of Nevada to Sunup; correct?

14 A. It was Bank of Nevada to -- well, the  
15 e-mail is to Udia (phonetic) at Bank of Nevada,  
16 correct.

17 Q. What's the purpose of the e-mail?

18 A. I don't know.

19 MR. MUIJE: Counsel, what page is that?

20 MR. HAWLEY: This is page --

21 THE WITNESS: What date was that again,  
22 please?

23 MR. HAWLEY: 16-005.

24 BY MR. HAWLEY:

25 Q. Sunup Bank is in the Cook Islands.

1 A. What date was that? December 2010?

2 Q. Yes.

3 Do you recognize that document?

4 A. No.

5 That's my signature.

6 Q. Okay. Have you ever done any banking with  
7 Sunup Bank in the Cook Islands?

8 A. Not that I recall. But that's my  
9 signature. That's all I can say.

10 Q. Okay. Did you ever pay off that loan?

11 A. Which loan?

12 Q. The \$1,045,000 loan from Sunup Bank.

13 A. Again, I don't remember \$1,045,000 loan and  
14 I don't know if it was the loan to Sunup Bank. I  
15 don't recall Sunup Bank. So I can't answer that  
16 question.

17 Q. Well, there was a letter to the lender  
18 directing that it be paid off from a CD at Capital  
19 Security Bank; right?

20 MR. MUIJE: Objection, document speaks for  
21 yourself.

22 You're allowed to answer.

23 THE WITNESS: That's what the document  
24 states.

25 BY MR. HAWLEY:

1 Q. Okay. And so did you have an account at  
2 Capital Security Bank?

3 A. I don't recall Capital Security Bank, nor  
4 an account there, for the last time.

5 Q. Okay.

6 A. You keep asking, I'll keep answering that  
7 way.

8 Q. Big Bear, tell me about the property you  
9 had at Big Bear.

10 A. It was a house up in Big Bear that I bought  
11 eight years ago maybe, nine years ago.

12 Q. Who is Chris Bentley?

13 A. Chris Bentley is a gentleman I used to do  
14 business with. He was the one that sold three or  
15 four of my buildings, Emerald Suites.

16 Q. He took a trip to Greece with you in 2008,  
17 didn't he?

18 A. Pardon me?

19 Q. Didn't he take a trip to Greece with you  
20 and your wife?

21 A. Yes, he did.

22 Q. Have you made any loans to him?

23 A. Throughout the years, yes.

24 Q. Okay. You loaned him \$100,000 in 2009,  
25 didn't you?

1 A. I believe so, yes.  
2 Q. Is he making payments on that loan?  
3 A. I don't know the balance on that loan.  
4 Q. When was the last time he made a payment?  
5 A. I don't recall.  
6 Q. Has he ever made a payment?  
7 A. I don't recall.  
8 Q. Okay. Has he ever loaned you money?  
9 A. I don't think so.  
10 Q. Well, you paid him \$5,000 in July of 2012.  
11 A. Who knows what it was for?  
12 Q. It looks like you paid him \$10,000,  
13 actually.  
14 A. I don't recall.  
15 What year was this?  
16 Q. 2012, July of 2012.  
17 A. No idea.  
18 Q. Okay. When you sold the Big Bear property,  
19 did you sell it furnished?  
20 A. Complete.  
21 Q. To whom did you sell it?  
22 A. Chris Bentley or an LLC he had or something  
23 like that. I don't know what it was.  
24 Q. Have you stayed at that property since it  
25 was sold?

PART A

PART A

- 1 A. Yes.
- 2 Q. When?
- 3 A. Last New Year's Eve. Hopefully, this New
- 4 Year's Eve.
- 5 Q. Okay.
- 6 A. Maybe about three months ago.
- 7 Q. Okay. Who is Dunholm Limited, LLC?
- 8 A. I don't recall.
- 9 Q. Did Scarlet Properties make a loan to
- 10 Dunholm Limited, LLC?
- 11 A. I don't recall.
- 12 Q. Do you know if Dunholm Limited owes any
- 13 money to Scarlet?
- 14 A. I don't recall.
- 15 Q. Other than visiting the Big Bear property
- 16 on a couple of occasions, do you have any other
- 17 connection with that property since the date you
- 18 sold it?
- 19 A. No.
- 20 Q. Did you insure the property up until the
- 21 time it was sold in December of 2011?
- 22 A. I believe so.
- 23 Q. Did you cancel your insurance after the
- 24 sale?
- 25 A. I don't recall. Same as Laguna.

1 Q. Would you have any reason to disagree that  
2 you insured the property from December 2012 through  
3 November of this year; in fact, you're still  
4 insuring it?

5 A. No idea.

6 Q. Regarding your present residence on Red  
7 Arrow Drive, have you made any loans to Mona Co.,  
8 you personally?

9 A. Over the years, yes, numerous loans.

10 Q. Okay. How many loans?

11 A. I don't remember.

12 Q. Do you have documentation for any of those  
13 loans?

14 A. Pardon me?

15 Q. Do you have documentation for any of those  
16 loans?

17 A. I don't know. I believe it's been millions  
18 over the years. I'm not sure.

19 Q. Has Mona Co. paid you back?

20 A. No, I don't believe so.

21 Q. Okay. But you don't know the current  
22 status of the loans you've made to Mona Co.; is that  
23 correct?

24 A. Correct.

25 Q. Where would I look to get the current

1 status of those loans?

2 I'll represent to you that I don't see a  
3 current status in the 33,000 pages of documents you  
4 gave me.

5 A. Well, maybe there's no loans. I'm not  
6 sure.

7 Q. Okay.

8 A. If there were, Mona Co. could not pay  
9 anyway.

10 Q. Okay. It looks like in May of this year  
11 you wrote a check for \$100,000 to your wife that was  
12 deposited into a joint checking account at Bank of  
13 America?

14 MR. MUIJE: Bank of America.

15 MR. HAWLEY: Yes -- I'm sorry. Bank of  
16 Nevada.

17 Why do I keep doing that?

18 THE WITNESS: Okay. When was this?

19 BY MR. HAWLEY:

20 Q. That was in May of this year.

21 A. Okay.

22 Q. Where did you get that money from?

23 A. I don't know.

24 Q. You don't remember where you got \$100,000  
25 from?

1 A. No.

2 Q. Okay. Do you know why that money was

3 deposited into the joint account?

4 A. It's the joint account at Bank of Nevada?

5 Q. At Bank of Nevada, yes?

6 A. That was probably to pay bills, to eat,

7 power, house, I'm guessing.

8 Q. Okay. And then in April of this year, you

9 wrote a check for \$100,000 again to your wife from

10 the Bank of Southern Utah account.

11 What was that amount for?

12 A. I don't recall.

13 Q. What is the source of the funds in the Bank

14 of Southern Utah?

15 A. I don't recall.

16 Q. How much money is in the Bank of Southern

17 Utah account?

18 A. There is no account up there. Got

19 cancelled.

20 Q. When did you close it?

21 A. Few months ago.

22 Q. Okay. The San Diego apartment, tell me

23 again about that, the loft.

24 A. It's a loft that CannaVest pays for that

25 employees stay at, CannaVest employees when they're

- 1 in San Diego.
- 2 Q. All right. Do you pay any rent on that?
- 3 A. No.
- 4 Q. It's all through CannaVest?
- 5 A. Correct.
- 6 Q. And you have no ownership interest in
- 7 CannaVest?
- 8 A. Pardon me?
- 9 Q. And you have no ownership interest in
- 10 CannaVest?
- 11 A. I have an option for 500,000 shares. It's
- 12 an option.
- 13 Q. Have you ever had an ownership interest in
- 14 CannaVest?
- 15 A. No.
- 16 Q. Okay. Is the lease on that apartment
- 17 guaranteed?
- 18 A. Guaranteed?
- 19 Q. Does CannaVest own the apartment or does it
- 20 lease it?
- 21 A. No. It rents it.
- 22 Q. Is there any guarantee on that lease?
- 23 A. No.
- 24 Q. Are you sure?
- 25 A. I don't think there is.

1 MR. HAWLEY: 3-1108.

2 BY MR. HAWLEY:

3 Q. Looks like Michael Sifen is guaranteeing  
4 the lease actually.

5 A. No. Michael Sifen guaranteed the lease the  
6 first year.

7 Q. That was only the first year?

8 A. Yes. He guaranteed the lease in 3 of '02.  
9 That's what you're looking at.

10 That was by Mike Sifen, yes, because my  
11 credit wasn't good, nor did I have the money. So  
12 Mike Sifen, being a friend of mine, signed for it.  
13 That lease was in my name and my wife's name.

14 Q. Did you pay him for that guarantee?

15 A. No. He did it as a favor.

16 Q. Do you have an investment in Capriotti's  
17 Sandwich Shops?

18 A. I had one.

19 Q. How long?

20 A. A few years.

21 Q. From what year to what year?

22 A. I don't know the details.

23 Q. Well, when was it that you no longer had an  
24 investment in Capriotti's Sandwich Shops?

25 A. I sold the Capriotti's Sandwich Shops to

1 Ken Antos.

2 Q. Who?

3 A. Ken Antos.

4 Q. And when did you sell that?

5 A. Three years ago about.

6 Q. Okay. Looks like you had a million shares  
7 in 2008 and 2009; is that right?

8 A. I believe so, yes.

9 Q. So you sold them to Ken Antos?

10 A. Ken Antos owns my Capriotti's.

11 Q. How much did he pay for that?

12 A. \$500,000.

13 Q. All right. Would that include the  
14 franchise that you were awarded in San Diego?

15 A. Correct.

16 Q. What's your current relationship with KCI  
17 Investments?

18 A. KCI Investments?

19 Q. Yes.

20 A. I believe that was the company that Ken  
21 Antos wrote the checks to. I believe. That sounds  
22 familiar there.

23 Q. Who is Ken Antos?

24 A. Just a gentleman that is in the Capriotti's  
25 food chain. He was real big, I guess, in Subway,

1 and then he came over to the Capriotti's group a few  
2 years ago.

3 Q. All right. You have a son, Michael Mona,  
4 III; is that correct?

5 A. Correct.

6 Q. Is he working for any of the Capriotti's  
7 entities?

8 A. No. He works for CannaVest.

9 Q. Is he involved in any way with Capriotti's  
10 that you know of?

11 A. No longer.

12 Q. When did he divest himself or get divested?

13 A. When I sold three years ago, four years  
14 ago.

15 Q. So you both got out at the same time?

16 A. Yes.

17 Q. How much did you get for selling?

18 A. \$500,000.

19 Q. I'm sorry. You're right.

20 And I believe that was KCI, if I'm not  
21 mistaken?

22 A. It sounds familiar.

23 Q. That got rid of Cap's of San Diego, LLC;  
24 right?

25 A. Yes.

- 1 Q. Cap's Group I, LLC?
- 2 A. Yes.
- 3 Q. And Capriotti's Mission Valley?
- 4 A. Yes.
- 5 Q. Okay. Capital Security Bank, do you have
- 6 an account there?
- 7 A. Doesn't sound familiar at all.
- 8 Q. Okay. That was the source of the CD that
- 9 you were using to pay Sunup Bank; is that right?
- 10 A. I don't recall. I don't recall paying
- 11 Sunup.
- 12 Q. Okay. But that was -- never mind.
- 13 So you wouldn't know where Capital Security
- 14 Bank is located?
- 15 A. Not at all.
- 16 Q. And you wouldn't remember how you learned
- 17 of that bank?
- 18 A. Not at all.
- 19 Q. And you wouldn't know the balance of any
- 20 accounts you might have there?
- 21 A. Not at all.
- 22 Q. Okay. Do you have any accounts in Sunup
- 23 Bank?
- 24 A. I don't know Sunup Bank.
- 25 Q. In the Cook Islands.

1 MR. HAWLEY: That was Sunup; right?

2 MR. GLASKY: Sunup Lending.

3 BY MR. HAWLEY:

4 Q. Sunup lending?

5 A. I don't know.

6 (Thereupon, an off-the-record discussion was had.)

7 (Thereupon, a break was taken.)

8 MR. HAWLEY: Back on.

9 BY MR. HAWLEY:

10 Q. Capital Security Bank Limited. This is  
11 page 6-1612 I believe; is that right?

12 I'm sorry. 16-0012. I'm looking at this.  
13 I'm wondering is that your handwriting?

14 A. Yes, it is.

15 Q. What does it mean?

16 A. That money and 40 percent back to Dawson.  
17 John Dawson is an attorney.

18 Q. Okay.

19 A. I guess that's what that 35,340 is.

20 Q. All right. Well, you have \$1,045,000?

21 A. Um-hmm.

22 Q. You've testified that don't know where you  
23 got that or what it was for?

24 A. True.

25 Q. What about the \$1.9 million?

1 A. Same answer.  
2 Q. You don't know who you got it from?  
3 A. What date was this?  
4 Can we go up to the date?  
5 MR. GLASKY: It's undated.  
6 THE WITNESS: I have no idea.  
7 I don't know if this was a year ago or ten  
8 years ago.  
9 BY MR. HAWLEY:  
10 Q. Okay. Did you give us documents that were  
11 ten years old?  
12 A. I gave you documents -- you wanted  
13 everything. I just emptied my storeroom. I didn't  
14 go through and figure the dates out.  
15 Q. John Dawson is your attorney?  
16 A. He was.  
17 Q. He's not your attorney any more?  
18 A. I don't deal with him. I owe him money,  
19 also.  
20 Q. How much?  
21 A. I don't know the total.  
22 Q. Can you estimate?  
23 A. At one time it was -- no, I can't estimate,  
24 no.  
25 Q. Okay. He's not working for you any more?

1           A.    We talk.  We're friends.  But, yeah, he  
2    hasn't done work for me.

3           Q.    Okay.  Do you have any accounts at US Bank?

4           A.    I did at one time.

5           Q.    Okay.  Looks like you opened one in June of  
6    2012; is that right?

7           A.    Sounds about right.

8           Q.    And then it looks like on June 22, 2012,  
9    the bank asked you to close that account; is that  
10   right?

11          A.    Correct.

12          Q.    Why did the bank ask you to close that  
13   account?

14          A.    No idea.

15               MR. HAWLEY:  Bring up 9-1247.

16               THE WITNESS:  What are those dates again,  
17   please?

18   BY MR. HAWLEY:

19          Q.    It looks like in June of 2012 you opened  
20   the account and then on 6/22/2012 you were asked to  
21   close it.  And there's the letter.

22               And the reason I'm dwelling on this is I've  
23   never seen a letter like this.

24               Have you?

25          A.    No.

1 MR. MUIJE: I actually have.

2 MR. HAWLEY: I won't get into that with  
3 you, John.

4 THE WITNESS: I went there. They wouldn't  
5 give me a reason.

6 MR. MUIJE: What's the reference number on  
7 that, Ira?

8 MR. GLASKY: It is 9-1247.

9 MR. MUIJE: Thank you.

10 BY MR. HAWLEY:

11 Q. What about, do you have an account with the  
12 Bank of Southern Utah?

13 A. I had one.

14 Q. Okay. And when was that account  
15 established?

16 A. I don't know the exact dates.

17 Q. Okay. Looks to me -- well, first off, how  
18 was that account funded?

19 A. I don't recall.

20 Q. Why did you change that? I'm sorry. Why  
21 did you establish that account?

22 A. No specific reason.

23 Q. Okay. When did you stop doing business  
24 using that account?

25 A. Shortly after.

1 Q. Shortly after what?  
2 A. After it was opened.  
3 Q. Okay. So how long was it open?  
4 A. I would be guessing. Short period of time.  
5 I don't know the exact time.  
6 Q. Who is Alpine Investments?  
7 A. Alpine Investments is a stock account.  
8 Q. A stock account?  
9 A. Alpine Investments is a security company --  
10 securities company.  
11 Q. Securities company?  
12 A. Correct.  
13 Q. Okay. Do you have an account with them?  
14 A. No.  
15 Q. Did Alpine Securities ever wire into the  
16 Bank of Southern Utah account?  
17 A. Yes, they did.  
18 Q. Okay. In fact, I see wires in from Alpine  
19 Securities on April 2nd of 2013, and April 5th of  
20 2013, and April 10th of 2013.  
21 Do you know much Alpine Securities wired  
22 into your account on those dates?  
23 A. I don't know, but I'm sure you're going to  
24 tell me shortly.  
25 Q. You're right.

1 A. I am. You're looking at the document, not  
2 me.

3 Q. It looks like it was a nice amount of  
4 money, doesn't it?

5 A. Yes, it was.

6 Q. Okay. And then it looks like you had a  
7 wire out to Roen, R-O-E-N, what is that?

8 A. Roen was an investment account.

9 Q. Your investment account?

10 A. No, it's not an investment account. It's  
11 an LLC. It's a partnership.

12 Q. Were you a part of that partnership?

13 A. Correct.

14 Q. Are you a part of that partnership?

15 A. No longer.

16 Q. How long were you a part of Roen?

17 A. Maybe eight or ten months, guessing.

18 Q. And give me the beginning and the end date  
19 of your involvement with Roen.

20 A. I don't know when it was. I don't know the  
21 exact date it was opened. I believe it was 12, 2012  
22 sometime. And I sold it about two weeks ago,  
23 November 14th or 15th.

24 Q. How much did you get for that?

25 A. \$500,000.

- 1 Q. Where is that \$500,000 now?
- 2 A. I don't have it yet.
- 3 Q. You don't have it yet?
- 4 A. No.
- 5 Q. When are you going to get it?
- 6 A. Hopefully, this week.
- 7 Q. Okay. Is there an escrow company that's
- 8 going to do that?
- 9 Who at Roen investments is going to pay you
- 10 the \$500,000?
- 11 A. Bart Mackay.
- 12 Q. Okay. And is he just going to send you a
- 13 check in the mail?
- 14 A. Correct.
- 15 Q. Looks like you did a wire out to Roen
- 16 Investments on April 12, 2013, does it?
- 17 A. Yes.
- 18 Q. And another one on April 16th.
- 19 A. Correct.
- 20 Q. And what was the purpose of those payments
- 21 out?
- 22 A. It was part of my capital account.
- 23 Q. Of your what?
- 24 A. Capital investment to Roen.
- 25 Q. Okay. Where did you get those monies?

- 1 A. From stock that I sold.
- 2 Q. What stock?
- 3 A. MJNA.
- 4 Q. What is --
- 5 A. MJNA is another public company that's on a
- 6 penny stock exchange that I consulted for for a
- 7 couple years.
- 8 Q. Okay. And what business does MJNA do?
- 9 A. They buy and sell companies in the public
- 10 market.
- 11 Q. Okay.
- 12 A. They're -- it's -- yeah.
- 13 Q. Okay. And with whom do you deal at MJNA?
- 14 A. I dealt with Michael Llamas and Michelle
- 15 Sides. It's Michael Llamas basically.
- 16 Q. Where is Michael Llamas located?
- 17 A. San Diego.
- 18 Q. How long have you known Michael Llamas?
- 19 A. Four years -- three, four years.
- 20 Q. How did you meet Michael Llamas?
- 21 A. In Las Vegas.
- 22 Q. Under what circumstance?
- 23 A. I was building a dispensary that I never
- 24 opened.
- 25 Q. What kind of dispensary?

1           A.    Medical marijuana. As you know, it's legal  
2    in the State of Nevada.

3           Q.    No, that's fine.

4           A.    And I was building a dispensary and he came  
5    in and wanted to buy it.

6           Q.    Did he?

7           A.    Well, no. We decided -- no, he decided  
8    against it.

9                    At one time there were 97 dispensaries open  
10   in Las Vegas. And then, as you know, they turned  
11   the heat up and started busting them all, and I  
12   refused to get into that.

13           A.    So I never opened the doors, nor did he  
14   decide to buy it because of the increased --  
15   increased -- how do I put it?

16          Q.    Attention?

17          A.    Yes. Thank you. Thank you very much.  
18   Increased attention by the Metropolitan Police  
19   Department.

20          Q.    Okay.

21          A.    So I decided to walk away.

22          Q.    I'm sorry. I don't usually mean to finish  
23   a deponent's answer.

24          A.    No. I had a -- excuse the language --  
25   brain fart. I couldn't think of the word. I

1 apologize.

2 Q. Okay. Let's see here. What was the --  
3 when you wired a million dollars to Roen, what was  
4 the purpose of that?

5 A. It was a loan.

6 Q. You loaned it to Roen?

7 A. Yes.

8 Q. So Roen owes you money?

9 A. Roen owes me -- well, not me any longer. I  
10 sold out, but there was a note for \$2.6 million,  
11 unsecured note.

12 Q. Okay. And you cashed out for half a  
13 million dollars?

14 A. Correct.

15 Q. Why would you do that?

16 A. It's from CannaVest, which is an unsecured  
17 entity. I don't -- I feel a little weakness there  
18 in CannaVest. And, first of all, it was a ten-year  
19 loan and I need the cash.

20 Q. Okay. When you say it was CannaVest, I  
21 don't understand.

22 A. The money --

23 Q. Well, let me finish my question. Okay?

24 A. I'm sorry.

25 Q. And maybe my question will be a stupid one,

1 but that's the way it works.  
2 What is the relationship, first off,  
3 between CannaVest and Roen, No. 1?  
4 A. Answer it?  
5 Q. Yes.  
6 A. There is no relationship. It just simply  
7 loaned money to it.  
8 Q. CannaVest loaned money to Roen?  
9 A. Correct -- no. The opposite. I'm sorry.  
10 Q. Roen loaned money to CannaVest?  
11 A. Yes.  
12 Q. Okay. And you loaned money to Roen; is  
13 that right?  
14 A. Correct.  
15 Q. Okay. So you loaned money to Roen to loan  
16 to CannaVest; is that what you're telling me?  
17 A. Correct.  
18 Q. And you loaned \$2 million?  
19 A. \$2.6 million.  
20 Q. \$2.6 million to Roen to be loaned to  
21 CannaVest?  
22 A. Correct. To be --  
23 Q. Tell me how you cashed out of Roen for a  
24 half a million dollars.  
25 A. Well, the note is a ten-year note. It's an

1 unsecured note. Roen also owes a \$3.4 million loan.  
2 Roen is in pretty big debt.

3 I don't know where Roen is going. I don't  
4 know where CannaVest is going. Bart Mackay made me  
5 an offer. He knows I need cash.

6 I'm dealing with BofA right now. BofA is  
7 going to have a \$22 million judgement against me in  
8 the next two weeks or so.

9 Q. Okay. What is --

10 A. Over Emerald Suites.

11 Q. Maybe that's why I was talking about BofA  
12 all the time.

13 A. Probably so.

14 MR. MUIJE: Ever represent BofA?

15 MR. HAWLEY: No, I did not.

16 (Thereupon, an off-the-record discussion was had.)

17 THE WITNESS: I am currently dealing with  
18 BofA to, hopefully, buy that \$22 million judgement  
19 very cheap. I needed the cash.

20 BY MR. HAWLEY:

21 Q. So you want to buy the BofA \$22 million  
22 judgement?

23 A. Correct.

24 Q. And what money are you going to use to buy  
25 that judgement?

1           A.   Hopefully, the money that I'm getting off  
2   the sale of my Roen interest.

3           Q.   The sale of your Roen interest is a half a  
4   million dollars?

5           A.   Correct.

6           Q.   So you want to pay BofA a half a million  
7   dollars for their \$22 million judgement; is that  
8   correct?

9           A.   I want to pay them less than that.

10          Q.   Okay. But you don't want to pay Far West  
11   Industries on the judgement that is now \$20 million?

12          A.   There was never any conversation about  
13   settlement.

14          Q.   Okay.

15          A.   They want to take the half million dollars,  
16   we'll talk.

17          Q.   Is BofA going to take your half million  
18   dollars?

19          A.   I don't know.

20          Q.   Okay. Who is representing BofA?

21          A.   I don't know. I know who is representing  
22   me.

23          Q.   Who is representing you?

24          A.   Terry Coffing.

25          Q.   Is the BofA judgement a fraud judgement?

1 A. No.

2 Q. Is it a judgement that can be discharged in  
3 bankruptcy, or have you been advised?

4 A. Correct, it can be.

5 Q. Okay. Have you been advised about the  
6 dischargeability of this particular judgement that  
7 Far West Industries has obtained?

8 I don't want to violate any attorney/client  
9 privileges.

10 MR. MUIJE: You can answer whether or not  
11 you've consulted counsel regarding that issue. I  
12 don't want any discussion regarding what the  
13 discussions were, but you can say yes or no.

14 THE WITNESS: Yes.

15 BY MR. HAWLEY:

16 Q. Okay. Do you know have any bank accounts  
17 at Comerica Bank?

18 A. Currently no.

19 Q. Did Comerica Bank ask you to close an  
20 account in August of 2013?

21 A. Yes.

22 Q. Okay. Why did they ask you to do that?

23 A. No idea.

24 Q. All right. Is that the same kind of a  
25 letter that you received from US bank?

1 A. Yes, sir.

2 Q. Okay. It looks like from that particular  
3 bank account you had a \$700,000 wire out to Roen  
4 Investments in July of 2013; is that correct?

5 A. I have no idea. You're looking at the  
6 document, not me.

7 MR. HAWLEY: Bring it up, 9-1181.

8 BY MR. HAWLEY:

9 Q. Do you see it?

10 A. Yes, sir.

11 Q. You also had a wire out to CannaVest for  
12 \$300,000? That was 1180.

13 A. Yes, sir.

14 Q. What was the purpose of that wire out?

15 A. I don't know. Probably a loan.

16 Q. To CannaVest?

17 A. I guess. I don't recall.

18 Q. Well, does CannaVest owe you money?

19 A. No.

20 Q. What was the purpose of the wire out to  
21 Roen for \$700,000?

22 A. A loan.

23 Q. Does Roen still owe you money?

24 A. No.

25 Q. Okay. How did they retire that debt?

1           A.    They haven't retired it. The debt is still  
2           there. And it's owned by Bart Mackay now.

3           Q.    Okay. And when did you sell the debt to  
4           Mackay?

5           A.    Two weeks -- ten days ago, two weeks ago.  
6           The 14th or 15th maybe.

7           Q.    Is Roen making payments on that?

8           A.    I don't know.

9           Q.    Were they making payments on it before you  
10          sold it?

11          A.    Interest payments to me.

12          Q.    Okay. How much were those interest  
13          payments?

14          A.    Four percent interest, whatever that is.  
15          The note is a ten-year note. That's the reason why  
16          it was useless to me.

17          Q.    Then you had a wire out to Roen on  
18          August 8th of 2013, isn't that correct, for  
19          \$300,000?

20          A.    You're looking at the document. If you say  
21          so.

22                MR. HAWLEY: Pull that up.

23          BY MR. HAWLEY:

24          Q.    Is that correct?

25          A.    Yes.

1 MR. HAWLEY: Okay. And, for the record,  
2 that's 9-1179.

3 MR. MUIJE: Okay. Thank you.

4 MR. HAWLEY: Then go to 9-1182, please.

5 BY MR. HAWLEY:

6 Q. Looks like in July 1st of this year you had  
7 a wire in from Alpine Securities in the amount of  
8 \$400,000; is that correct?

9 A. That's what the document states, yes.

10 Q. What was that \$400,000 for?

11 A. Stock.

12 Q. What stock?

13 A. Stock I received from MJNA for being a  
14 consultant for two years.

15 MR. HAWLEY: I think this a good time to  
16 break for lunch.

17 (Thereupon, a lunch break was taken.)

18 BY MR. HAWLEY:

19 Q. All right. I gather from our discussion  
20 earlier this morning that Mr. Muije has deposed you  
21 in the past?

22 A. Correct.

23 Q. On how many occasions?

24 A. Once I think.

25 Q. Okay. And tell me what that occasion was

1 about.

2 MR. MUIJE: You're allowed.

3 THE WITNESS: That was -- in 2000 when I  
4 filed bankruptcy protection for the casino,  
5 Mr. Muije represented one of the creditors.

6 BY MR. HAWLEY:

7 Q. Okay. That was the last time you saw him  
8 before retaining him in this matter?

9 A. I think so.

10 MR. MUIJE: I'm thinking we might have seen  
11 each other across a room at some social function,  
12 but professionally that was the last time.

13 BY MR. HAWLEY:

14 Q. All right. I have to ask, are you thinking  
15 about getting any neuropsychological testing for  
16 your memory?

17 A. No.

18 Q. Have you consulted a doctor about it?

19 A. No.

20 Q. Okay. Do you have any ownership or  
21 membership interest currently in any corporations or  
22 LLCs or partnerships or anything of that nature, any  
23 business entity?

24 A. Explain that one more time.

25 MR. HAWLEY: Can you read that back.

1 (Thereupon, the requested portion was read back.)

2 THE WITNESS: Again, at the peak of my  
3 profession, I had probably 20 LLCs that I was  
4 partners in, partnerships, LLCs, this or that. I  
5 believe they're all history.

6 I may have one or two percent of something  
7 here or there that the bank has not taken over or  
8 their partners haven't diluted yet or something like  
9 that that I don't know about.

10 So I can't answer that question.

11 BY MR. HAWLEY:

12 Q. Okay. Do you have any entities in which  
13 you participate solely as an investor?

14 A. Again, I have numerous investments. I  
15 would invest as an individual, invest as an LLC.  
16 We're talking, you know, years ago.

17 So it's basically the same answer as I just  
18 answered prior.

19 Q. Okay. Do you still maintain an account  
20 with Alpine Securities?

21 A. No.

22 Q. When did you close that again?

23 A. A while ago. A month ago maybe.

24 Q. Why did you close it?

25 A. There was no stock.

1 Q. What?

2 A. There was nothing left to sell. The stock  
3 was gone.

4 Q. Okay. Who was your broker with Alpine  
5 Securities?

6 A. Randy -- I can get you that answer  
7 tomorrow.

8 THE WITNESS: Can I do that?

9 MR. MUIJE: Yes, you may.

10 BY MR. HAWLEY:

11 Q. The Alpine Securities account, what was the  
12 high-water mark as far as value of that account and  
13 what year was that?

14 A. I'm sorry?

15 Q. The Alpine Securities account, what was the  
16 high-water mark in terms of that value for that  
17 account and when did that occur?

18 A. Well, it had at one time 37 million shares  
19 of stock that I earned.

20 Q. Okay. I'm talking about cash value.

21 What was the cash value of it?

22 A. Five million, depending upon the price of  
23 the stock. It went from \$0.08 to \$0.30. It's is a  
24 penny stock. It varied.

25 Q. Okay. And when was the high-water mark for

- 1 the Alpine Securities account?
- 2 A. I'd say four months ago, five months ago.
- 3 Q. So \$5 million dollars roughly?
- 4 A. Five and a half, maybe six. Like today, I
- 5 have no idea what the stock is today. It was \$0.11
- 6 yesterday. It was \$0.38 a month ago or three weeks
- 7 ago, something like that.
- 8 Q. When you got out of Alpine Securities, how
- 9 much was the 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
- 21 \$2.6 million to Roen Ventures.
- 22 Q. And Roen then loaned that to --
- 23 A. CannaVest.
- 24 Q. -- CannaVest?
- 25 A. Um-hmm.

1 Q. Okay. And then you sold out for a half  
2 million dollars?

3 A. Sold out, yes.

4 Q. So you turned \$5 million into a half  
5 million dollars; is that correct?

6 MR. MUIJE: Objection, argumentative.

7 You're allowed to answer.

8 THE WITNESS: No. It's not the way I look  
9 at it.

10 BY MR. HAWLEY:

11 Q. How do you look at it?

12 A. Well, the Roen debt, I felt the Roen  
13 investment I felt was a good investment and I would  
14 have kept it if this BofA didn't come up. I was  
15 under the impression that -- and I was told that AB  
16 273 -- you know what that is; correct?

17 Q. Yes -- well, I have a passing familiarity.  
18 Let's put it that way.

19 A. Okay. Well, that was going to relieve me  
20 of all my debt from BofA. I was told --

21 Q. Your deficiency?

22 A. Deficiency.

23 BofA paid zero for my two Emerald Suites  
24 Agate Las Vegas Boulevard and Cameron.

25 When BofA bought First Republic four or

1 five years ago, whenever it was, I have no idea when  
2 it was, there's a statute, 273, that states you  
3 cannot collect on something that you paid zero for.

4 Unfortunately, I just found out three weeks  
5 ago, two weeks ago from Terry Coffing, the ruling  
6 came down from the Supreme Court and that's true,  
7 but my sale date missed it by three weeks.

8 So if my sale date of my deficient  
9 properties was three weeks prior, I would not owe  
10 BofA a penny.

11 So, therefore, I sat with Terry. He is  
12 dealing with BofA right now, and I think we can buy  
13 out of it. That's the reason I needed the money.

14 I tried getting more. Wouldn't happen.  
15 Bart knew my situation. It's a ten-year loan. He's  
16 a tough businessman.

17 Q. The half million dollars that is coming and  
18 is going to be mailed, will that be mailed to your  
19 personal address?

20 A. I don't know where he mailed it, personal  
21 or the office, one of the two.

22 Q. Okay. What's the name of the outfit paying  
23 the half million?

24 Is that Roen?

25 A. I don't know what entity he's writing it

1 out of. It's not Roen. Roen has the debt. I don't  
2 know what entity. I believe it's just his name.  
3 I'm not sure.

4 Q. And where is Bart located?

5 A. Somewhere up in Utah.

6 Q. Did you borrow money from someone named  
7 Mahoney in 2012?

8 A. Yes. Jim Mahoney.

9 Q. Who is he?

10 A. Jim Mahoney is -- has a company in San  
11 Diego. He is in the stock business.

12 Q. And what company does he have in San Diego?

13 A. Equititrend.

14 Q. Equititrend?

15 A. Um-hmm.

16 Q. What does Equititrend do?

17 A. He deals in penny stocks.

18 Q. We've been talking a lot about a penny  
19 stock that fluctuates wildly in value.

20 What's the name of that company?

21 A. Medical Marijuana, Incorporated.

22 Q. That's right. That's right.

23 And how much did you borrow from

24 Mr. Mahoney?

25 A. I know there were a couple of loans. I

**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 6, Bates Nos. 1185-1424)**

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## INDEX TO APPELLANT'S APPENDIX

DOCUMENT DESCRIPTION		LOCATION
Application of Foreign Judgment (filed 10/18/12)		Volume 1 Bates Nos. 1–7
Notice of Filing Application of Foreign Judgment & Affidavit (filed (10/23/12)		Volume 1 Bates Nos. 8–17
Far West Industries' Ex Parte Motion for Order Allowing Examination of Judgment Debtor (filed 01/17/13)		Volume 1 Bates Nos. 18–19
	<b>Exhibit to Far West Industries' Ex Parte Motion for Order Allowing Examination of Judgment Debtor</b>	
Exhibit	Document Description	
A	Affidavit of John R. Hawley, Esq. in Support of Ex Parte Motion for Examination of Judgment Debtor	Volume 1 Bates Nos. 20–22
Minute Order re: Recusal and Reassignment-no hearing held (filed 01/24/13)		Volume 1 Bates Nos. 23
Order for Appearance of Judgment Debtors (filed 01/30/13)		Volume 1 Bates Nos. 24–25
	<b>Exhibit to Order for Appearance of Judgment Debtors</b>	
Exhibit	Document Description	
A	List of Documents and Things to be Produced at Debtor's Examination	Volume 1 Bates Nos. 26–31
Amended Order for Appearance of Judgment Debtors (filed 02/06/13)		Volume 1 Bates Nos. 32–33
Notice of Examination of Judgment Debtor on an Order Shortening Time (filed 02/13/13)		Volume 1 Bates Nos. 34–38
	<b>Exhibits to Notice of Examination of Judgment Debtor on an Order Shortening Time</b>	
Exhibit	Document Description	
A	Application of Foreign Judgment (filed 10/18/12)	Volume 1 Bates Nos. 39–44
B	Order for Appearance of Judgment Debtors (filed 01/30/13)	Volume 1 Bates Nos. 45–53

DOCUMENT DESCRIPTION		LOCATION
	<b>Exhibits to Notice of Examination of Judgment Debtor on an Order Shortening Time (cont.)</b>	
C	Amended Order for Appearance of Judgment Debtors (filed 02/06/13)	Volume 1 Bates Nos. 54–56
	Second Amended Order for Appearance of Judgment Debtors (filed 02/20/13)	Volume 1 Bates Nos. 57–58
	Amended Order for Examination of Judgment Debtor (filed 04/29/13)	Volume 1 Bates Nos. 59–61
	Motion for Order to Show Cause Regarding Contempt on Order Shortening Time (filed 05/21/13)	Volume 1 Bates Nos. 62–72
	<b>Exhibits to Motion for Order to Show Cause Regarding Contempt on Order Shortening Time</b>	
Exhibit	Document Description	
A	Collective documents domesticating a California judgment	Volume 1 Bates Nos. 73–80
B	Order for Appearance of Judgment Debtors (filed 01/30/13)	Volume 1 Bates Nos. 81–90
C	Emails re dates for examination of judgment debtors	Volume 1 Bates Nos. 91–94
D	Emails re dates for examination of judgment debtors	Volume 1 Bates Nos. 95–96
E	Amended Order for Examination of Judgment Debtor (filed 04/29/13)	Volume 1 Bates Nos. 97–100
F	Affidavit of John Hawley, Esq. in Support of Order Shortening Time	Volume 1 Bates Nos. 101–103
G	Letter from Tye Hanseen re: no longer representing Mr. Mona	Volume 1 Bates Nos. 104–105
H	Transcript re nonappearance of Michael J. Mona for examination of judgment debtor.	Volume 1 Bates Nos. 106–109
	Special Appearance and Objection to Further Proceedings on Order to Show Cause Predicated Upon Lack of Personal Jurisdiction (filed 05/30/13)	Volume 1 Bates Nos. 110–116
	Supplemental Points and Authorities Regarding a Lack of Personal Jurisdiction (filed 06/18/13)	Volume 1 Bates Nos. 117–125

<b>DOCUMENT DESCRIPTION</b>		<b>LOCATION</b>
Reply in Support of Motion to Order to Show Cause Re Contempt (filed 06/28/13)		Volume 1 Bates Nos. 126–129
Order to Show Cause (filed 07/10/13)		Volume 1 Bates Nos. 130–132
Stipulation and Order (filed 07/26/13)		Volume 1 Bates Nos. 133–136
Notice to Vacate Examination of Judgment Debtors (filed 9/10/13)		Volume 1 Bates Nos. 137–139
Order (filed 10/07/13)		Volume 1 Bates Nos. 140–142
Notice of Examination of Judgment Debtor (filed 10/31/13)		Volume 1 Bates Nos. 143–145
Return and Answer to Writ of Garnishment as to Cannavest Corp. (filed 12/26/13)		Volume 1 Bates Nos. 146–147
	<b>Exhibits to Return and Answer to Writ of Garnishment as to Cannavest Corp.</b>	
Exhibit	Document Description	
I	Writ of Garnishment	Volume 1 Bates Nos. 148–154
Notice of Changes to Transcript of Judgment Debtor Examination of Michael J. Mona Jr. (filed 01/06/14)		Volume 1 Bates Nos. 155–158
Discovery Commissioners Report and Recommendations (filed 05/15/14)		Volume 1 Bates Nos. 159–162
Notice of Entry of Order Regarding the Discovery Commissioner's Report and Recommendation (filed 05/15/14)		Volume 1 Bates Nos. 163–168
Ex Parte Application for Examination of Judgment Debtor Examination of Michael J. Mona, Individually, and as Trustee of the Mona Family Trust Dated February 12, 2002, and Rhonda Mona as Trustee of the Mona Family trust Dated February 12, 2002 (filed 05/08/15)		Volume 1 Bates Nos. 169–172

	<b>Exhibits to Ex Parte Application for Examination of Judgment Debtor Examination of Michael J. Mona, Individually, and as Trustee of the Mona Family Trust Dated February 12, 2002, and Rhonda Mona as Trustee of the Mona Family trust Dated February 12, 2002</b>	
Exhibit	Document Description	
1	Definitions	Volume 1 Bates Nos. 173–179
	Order Regarding Motion for Protective Order on Order Shortening Time (filed 06/17/15)	Volume 1 Bates Nos. 180–182
	Notice of Entry of Order Regarding Motion for Protective Order on Order Shortening Time (filed 06/17/15)	Volume 1 Bates Nos. 183–187
	Ex Parte Application for Order to Show Cause why Accounts of Rhonda Mona Should not be Subject to Execution and Why the Court Should Not Find the Monas in Contempt (filed 06/29/15)	Volume 1 Bates Nos. 188–204
	<b>Exhibits to Ex Parte Application for Order to Show Cause why Accounts of Rhonda Mona Should not be Subject to Execution and Why the Court Should Not Find the Monas in Contempt</b>	
Exhibit	Document Description	
1	Post-Marital Property Settlement Agreement	Volume 1 Bates Nos. 205–217
2	Judgment Debtor Examination of Michael J. Mona	Volume 1 Bates Nos. 218–223
3	Rough Draft Transcript of Deposition of Rhonda H. Mona	Volume 1 Bates Nos. 224–233
4	Judgment and Findings of Fact and Conclusions of Law	Volume 2 Bates Nos. 234–254
	Order to Show Cause Why Accounts of Rhonda Mona should not be Subject to Execution and Why the Court Should Not Find the Monas in Contempt (filed 06/30/15)	Volume 2 Bates Nos. 255–257

Notice of Entry of Order to Show Cause Why Accounts of Rhonda Mona Should not be Subject to Execution and Why the Court Should Not Find the Monas in Contempt (filed 06/30/15)		Volume 2 Bates Nos. 258–263
Response to Order to Show Cause Why Accounts of Rhonda Mona should not be Subject to Execution and Why the Court Should Not Find the Monas in Contempt (filed 07/07/15)		Volume 2 Bates Nos. 264–278
	<b>Exhibits to Response to Order to Show Cause Why Accounts of Rhonda Mona should not be Subject to Execution and Why the Court Should Not Find the Monas in Contempt</b>	
Exhibit	Document Description	
A	Findings of Fact and Conclusions of law (filed 03/06/12 in Superior Court of California Riverside)	Volume 2 Bates Nos. 279–295
B	Post-Marital Property Settlement Agreement	Volume 2 Bates Nos. 296–308
C	Declaration of Mike Mona in Support of Response to Order to Show Cause	Volume 2 Bates Nos. 309–310
Supplement to Response to Order to Show Cause Why Accounts of Rhonda Mona should not be Subject to Execution and Why the Court Should Not Find the Monas in Contempt (filed 07/08/15)		Volume 2 Bates Nos. 311–316
Declaration in Support of Request for Contempt (filed 07/08/15)		Volume 2 Bates Nos. 317–324
Order Regarding Order to Show Cause Why Accounts of Rhonda Mona should not be Subject to Execution and Why the Court Should Not Find the Monas in Contempt (filed 07/15/15)		Volume 2 Bates Nos. 325–335
Notice of Entry of Order to Show Cause Why Accounts of Rhonda Mona should not be Subject to Execution and Why the Court Should Not Find the Monas in Contempt (filed 07/16/15)		Volume 2 Bates Nos. 336–349
Motion to Compel Application of Particular Assets Toward Satisfaction of Judgment (filed 07/16/15)		Volume 2 Bates Nos. 350–360

	<b>Exhibits to Motion to Compel Application of Particular Assets Toward Satisfaction of Judgment</b>	
Exhibit	Document Description	
1	Judgment Debtor Examination of Michael J. Mona, Jr.	Volume 2 Bates Nos. 361–370
2	Deposition of Rhonda Mona	Volume 2 Bates Nos. 371–376
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 07/20/15)		Volume 2 Bates Nos. 377–380
Motion on an Order Shortening Time for Bond Pending Appeal (filed 09/09/15)		Volume 2 Bates Nos. 381–391
	<b>Exhibits to Motion on an Order Shortening Time for Bond Pending Appeal</b>	
Exhibit	Document Description	
1	Order (filed 08-31-15)	Volume 2 Bates Nos. 392–395
2	Judgment (filed 04/27/12 in the Superior Court of California Riverside)	Volume 2 Bates Nos. 396–414
3	Deed of Trust	Volume 2 Bates Nos. 415–422
4	Deed of Trust with Assignment of Rents	Volume 2 Bates Nos. 423–430
Opposition to Motion on an Order Shortening Time for Bond Pending Appeal (filed 09/16/15)		Volume 2 Bates Nos. 431–439
	<b>Exhibits to Opposition to Motion on an Order Shortening Time for Bond Pending Appeal</b>	
Exhibit	Document Description	
A	Order (filed 08/31/15)	Volume 2 Bates Nos. 440–443
B	Transcript of Proceedings of July 9, 2015 Hearing (filed 07/14/15)	Volume 2 Bates Nos. 444–447
C	Third Amended Complaint (filed 07/15/14)	Volume 2 Bates Nos. 448–459

	<b>Exhibits to Opposition to Motion on an Order Shortening Time for Bond Pending Appeal (cont.)</b>	
D	Complaint (filed 09/11/15)	Volume 2 Bates Nos. 460–473
E	Far West’s Motion to Intervene, for a finding and Order that the Post-Marital Agreement is void Based on the Principles of Res Judicata and Issue Preclusion, and that the Plaintiff and Defendant are Jointly Liable for the Judgment Held by Intervenor (filed 09/04/15)	Volume 3 Bates Nos. 474–517
Second Motion to Compel Application of Particular Assets Towards Satisfaction of Judgment (filed 10/12/15)		Volume 3 Bates Nos. 518–524
	<b>Exhibits to Second Motion to Compel Application of Particular Assets Towards Satisfaction of Judgment</b>	
Exhibit	Document Description	
1	Judgment Debtor Examination of Michael J. Mona, Jr.	Volume 3 Bates Nos. 525–531
2	Order Granting Temporary Stay (filed 07/20/15)	Volume 3 Bates Nos. 532–534
3	Order (filed 08/31/15)	Volume 3 Bates Nos. 535–538
4	Decree of Divorce (filed 07/23/15)	Volume 3 Bates Nos. 539–545
Order Regarding Motion on an Order Shortening time for Bond Pending Appeal (filed 10/16/15)		Volume 3 Bates Nos. 546–553
Plaintiff Far West Industries’ Motion for Determination of Priority of Garnishment (filed 02/16/16)		Volume 3 Bates Nos. 554–563
	<b>Exhibits to Plaintiff Far West Industries’ Motion for Determination of Priority of Garnishment</b>	
Exhibit	Document Description	
1	Judgment (filed 04/27/12 in the Superior Court of the State of California, Riverside)	Volume 3 Bates Nos. 564–567

	<b>Exhibits to Plaintiff Far West Industries' Motion for Determination of Priority of Garnishment (cont.)</b>	
2	Case Summary	Volume 3 Bates Nos. 568–570
3	Writ of Execution	Volume 3 Bates Nos. 571–575
4	Instructions to the Sheriff/Constable-Clark County	Volume 3 Bates Nos. 576–589
5	Writ of Garnishment	Volume 3 Bates Nos. 590–598
6	Email Chain between Tom Edward and Tye Hanseen	Volume 3 Bates Nos. 599–602
7	Decree of Divorce (filed 07/23/2015)	Volume 3 Bates Nos. 603–609
Plaintiff Far West Industries' Motion: (1) For Default Judgment Against Roen Ventures, LLC for Untimely Answers to Writ of Garnishment and Interrogatories; and (2) to Compel Roen Ventures, LLC's Turnover of Payment Made to, on Behalf of, or for the Benefit of Michael J. Mona, Jr. (filed 02/16/16)		Volume 3 Bates Nos. 610–622
	<b>Exhibits to Plaintiff Far West Industries' Motion: (1) For Default Judgment Against Roen Ventures, LLC for Untimely Answers to Writ of Garnishment and Interrogatories; and (2) to Compel Roen Ventures, LLC's Turnover of Payment Made to, on Behalf of, or for the Benefit of Michael J. Mona, Jr.</b>	
Exhibit	Document Description	
1	Judgment (filed 04/27/12 in the Superior Court of the State of California, Riverside)	Volume 3 Bates Nos. 623–626
2	Management Agreement	Volume 3 Bates Nos. 627–630
3	Management Agreement	Volume 3 Bates Nos. 631–635
4	Writ of Execution	Volume 3 Bates Nos. 636–641
5	Instructions to the Sheriff/Constable-Clark County	Volume 3 Bates Nos. 642–656

	<b>Exhibits to Plaintiff Far West Industries' Motion: (1) For Default Judgment Against Roen Ventures, LLC for Untimely Answers to Writ of Garnishment and Interrogatories; and (2) to Compel Roen Ventures, LLC's Turnover of Payment Made to, on Behalf of, or for the Benefit of Michael J. Mona, Jr. (cont.)</b>	
6	Writ of Garnishment	Volume 3 Bates Nos. 657–676
Plaintiff Far West Industries' Motion to Reduce Sanctions Order to Judgment (filed 02/19/16)		Volume 3 Bates Nos. 677–679
Appendix of Exhibits to Plaintiff Far West Industries' Motion to Reduce Sanctions Order to Judgment (filed 02/19/16)		
	<b>Exhibits to Appendix of Exhibits to Plaintiff Far West Industries' Motion to Reduce Sanctions Order to Judgment</b>	
Exhibit	Document Description	
1	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 (filed 07/15/15) (cont. in Vol. 4)	Volume 3 Bates Nos. 680–691
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 07/20/15)	Volume 3 Bates Nos. 692–696
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 (filed 07/14/15)	Volume 4 Bates Nos. 697–807
4	Petition for Writ of Mandamus or Prohibition (filed 07/17/15)	Volume 4 Bates Nos. 808–849
5	Order Granting Temporary Stay (filed 07/20/15)	Volume 4 Bates Nos. 850–852
6	Order (filed 10/16/15)	Volume 4 Bates Nos. 853–856

	<b>Exhibits to Appendix of Exhibits to Plaintiff Far West Industries' Motion to Reduce Sanctions Order to Judgment (cont.)</b>	
7	Order Denying Motion (filed 11/19/15)	Volume 4 Bates Nos. 857–860
8	Motion to Dismiss (filed December 4, 2015)	Volume 4 Bates Nos. 861–941 Volume 5 Bates Nos. 942–957
9	Defendant Michael J. Mona, Jr.'s Reply in Support of Motion to Dismiss (filed 01/26/16)	Volume 5 Bates Nos. 958–978
Amended Appendix of Exhibits to Plaintiff Far West Industries' Motion to Reduce Sanctions Order to Judgment (filed 02/22/16)		Volume 5 Bates Nos. 979–981
	<b>Exhibits to Amended Appendix of Exhibits to Plaintiff Far West Industries' Motion to Reduce Sanctions Order to Judgment</b>	
Exhibit	Document Description	
4	Petition for Writ of Mandamus or Prohibition (filed 07/17/15)	Volume 5 Bates Nos. 982–1023
Mona's Opposition to Far West's Motion for Determination of Priority of Garnishment and Countermotion to Discharge Garnishment and for Return of Proceeds (filed 03/04/16)		Volume 5 Bates Nos. 1024–1053
	<b>Exhibits to Mona's Opposition to Far West's Motion for Determination of Priority of Garnishment and Countermotion to Discharge Garnishment and for Return of Proceeds</b>	
Exhibit	Document Description	
A	Writ of Garnishment	Volume 5 Bates Nos. 1054–1060
Third Party Roen Ventures, LLCs' Opposition to Motion: (1) For Default Judgment Against Roen Ventures, LLC for Untimely Answers to Writ of Garnishment and Interrogatories; and (2) to Compel Roen Ventures, LLC's Turnover of Payment Made to, on Behalf of, or for the Benefit of Michael J. Mona, Jr.; and Countermotion for Attorney's Fees and Costs (filed 03/04/16)		Volume 5 Bates Nos. 1061–1080

	<b>Exhibits to Third Party Roen Ventures, LLCs' Opposition to Motion: (1) For Default Judgment Against Roen Ventures, LLC for Untimely Answers to Writ of Garnishment and Interrogatories; and (2) to Compel Roen Ventures, LLC's Turnover of Payment Made to, on Behalf of, or for the Benefit of Michael J. Mona, Jr.; and Countermotion for Attorney's Fees and Costs</b>	
Exhibit	Document Description	
1	Declaration of Bart Mackay in Support of Opposition to Plaintiff Far West Industries' Motion: (1) for Default Judgment Against Roen Ventures, etc.	Volume 5 Bates Nos. 1081–1090
2	Declaration of Dylan Ciciliano in Support of Opposition to Plaintiff Far West Industries' Motion: (1) for Default Judgment Against Roen Ventures, etc.	Volume 5 Bates Nos. 1091–1102
3	Complaint (filed 02/07/14)	Volume 5 Bates Nos. 1103–1110
4	Motion to Enforce Settlement Agreement (filed 11/10/15)	Volume 5 Bates Nos. 1111–1144
5	Notice of Entry of Order (01/29/16)	Volume 5 Bates Nos. 1145–1151
6	Motion to Dismiss the Roen Defendants with Prejudice (filed 03/03/16)	Volume 5 Bates Nos. 1152–1171
7	Writ of Garnishment	Volume 5 Bates Nos. 1172–1179
8	Management Agreement	Volume 5 Bates Nos. 1180–1184
Mike Mona's Opposition to Motion to Reduce Sanctions Order to Judgment (filed 03/07/16)		Volume 6 Bates Nos. 1185–1192
Non-Party Rhonda Mona's Opposition to Plaintiff Far West Industries' Motion to Reduce Sanctions Order to Judgment (filed 03/07/16)		Volume 6 Bates Nos. 1193–1200

	<b>Exhibits to Non-Party Rhonda Mona's Opposition to Plaintiff Far West Industries' Motion to Reduce Sanctions Order to Judgment</b>	
Exhibit	Document Description	
A	Defendant's Opposition to Countermotion for Summary Judgment (filed 01/19/16)	Volume 6 Bates Nos. 1201–1223
B	Order Regarding Plaintiff Far West Industries' Countermotion for Summary Judgment	Volume 6 Bates Nos. 1224–1227
C	Petition for Writ of Mandamus or Prohibition (filed 07/17/15)	Volume 6 Bates Nos. 1228–1269
Plaintiff Far West Industries' Reply to Mona's Opposition to Far West's Motion for Determination of Priority of Garnishment and Opposition to Countermotion to Discharge Garnishment and for Return of Proceeds (filed 03/14/16)		Volume 6 Bates Nos. 1270–1282
	<b>Exhibits to Plaintiff Far West Industries' Reply to Mona's Opposition to Far West's Motion for Determination of Priority of Garnishment and Opposition to Countermotion to Discharge Garnishment and for Return of Proceeds</b>	
Exhibit	Document Description	
8	Writ of Garnishment	Volume 6 Bates Nos. 1283–1289
9	Judgment Debtor Examination of Michael J. Mona, Jr.	Volume 6 Bates Nos. 1290–1294
10	Deposition of Rhonda Mona	Volume 6 Bates Nos. 1295–1298
11	Checks	Volume 6 Bates Nos. 1299–1302
Plaintiff Far West Industries' Reply in Support of Motion to Reduce Sanctions Order to Judgment (filed 03/14/16)		Volume 6 Bates Nos. 1303–1309
Appendix of Exhibits to Plaintiff Far West Industries' Reply in Support of Motion to Reduce Sanctions Order to Judgment (filed 03/14/16)		Volume 6 Bates Nos. 1310–1311

	<b>Exhibits to Appendix of Exhibits to Plaintiff Far West Industries' Reply in Support of Motion to Reduce Sanctions Order to Judgment</b>	
Exhibit	Document Description	
11	Supplemental Appendix to Real Party In Interest's Answering Brief	Volume 6 Bates Nos. 1312–1424 Volume 7 Bates Nos. 1425–1664 Volume 8 Bates Nos. 1665–1890 Volume 9 Bates Nos. 1891–2127 Volume 10 Bates Nos. 2128–2312
Plaintiff Far West Industries' Reply to Roen Venture LLC's Opposition to Motion: (1) For Default Judgment Against Roen Ventures, LLC for Untimely Answers to Writ of Garnishment and Interrogatories; and (2) to Compel Roen Ventures, LLC's Turnover of Payment Made to, on Behalf of, or for the Benefit of Michael J. Mona, Jr., and Opposition to Countermotion for Attorney's Fees and Costs (filed 03/14/16)		Volume 10 Bates Nos. 2313–2322
Amended Appendix of Exhibits to Plaintiff Far West Industries' Reply in Support of Motion to Reduce Sanctions Order to Judgment (filed 03/15/16)		Volume 10 Bates Nos. 2323–2325
	<b>Exhibits to Amended Appendix of Exhibits to Plaintiff Far West Industries' Reply in Support of Motion to Reduce Sanctions Order to Judgment</b>	
Exhibit	Document Description	
10	Real Party in Interest's Answering Brief	Volume 10 Bates Nos. 2326–2367 Volume 11 Bates Nos. 2368–2385

	<b>Exhibits to Amended Appendix of Exhibits to Plaintiff Far West Industries' Reply in Support of Motion to Reduce Sanctions Order to Judgment (cont.)</b>	
11	Supplemental Appendix to Real Party in Interest's Answering Brief	Volume 11 Bates Nos. 2386–2607 Volume 12 Bates Nos. 2608–2836 Volume 13 Bates Nos. 2837–3081 Volume 14 Bates Nos. 3082–3138
Mona's Reply in Support of Countermotion to Discharge Garnishment and for Return of Proceeds (filed 03/23/16)		Volume 14 Bates Nos. 3139–3154
Errata to Non-Party Rhonda Mona's Opposition to Plaintiff Far West Industries' Motion to Reduce Sanctions Order to Judgment (filed 03/29/16)		Volume 14 Bates Nos. 3155–3156
Non-Party Rhonda Mona's Supplemental Briefing Following Recent Oral Argument Concerning Plaintiff Far West Industries' Motion to Reduce Sanctions Order to Judgment (filed 04/22/16)		Volume 14 Bates Nos. 3157–3172
	<b>Exhibits to Non-Party Rhonda Mona's Supplemental Briefing Following Recent Oral Argument Concerning Plaintiff Far West Industries' Motion to Reduce Sanctions Order to Judgment</b>	
Exhibit	Document Description	
A	Defendant's Opposition to Countermotion for Summary Judgment (filed 01/19/16)	Volume 14 Bates Nos. 3173–3193
B	Defendants Rhonda Helen Mona, Michael Mona II, and Lundene Enterprises, LLC's Reply to Plaintiff's Opposition to Motion to Dismiss (filed 01/26/16)	Volume 14 Bates Nos. 3194–3210
C	Transcript of Proceedings: Plaintiff Far West Industries' Opposition to Defendants' Motion to Dismiss and Countermotion for Summary Judgment (filed 04/06/26)	Volume 14 Bates Nos. 3211–3279
D	Decree of Divorce (filed 07/23/15)	Volume 14 Bates Nos. 3280–3286

Plaintiff Far West Industries' Supplemental Brief Regarding Motion to Reduce Sanctions Order to Judgment (filed 04/22/16)		Volume 14 Bates Nos. 3287–3298
	<b>Exhibits to Plaintiff Far West Industries' Supplemental Brief Regarding Motion to Reduce Sanctions Order to Judgment</b>	
Exhibit	Document Description	
12	Writ of Garnishment-Bank of George	Volume 14 Bates Nos. 3299–3305
13	Writ of Garnishment-Bank of Nevada	Volume 14 Bates Nos. 3306–3313
14	Mona's Redacted Bank Records	Volume 14 Bates Nos. 3314–3327
Supplemental Brief Regarding Judicial Estoppel and Reducing the Sanction Order to Judgment (filed 04/23/16)		Volume 15 Bates Nos. 3328–3346
Order Regarding Plaintiff Far West Industries' Motion: (1) For Default Judgment Against Roen Ventures, LLC for Untimely Answers to Writ of Garnishment Interrogatories; and (2) to compel Roen Ventures, LLC's Turnover of Payments Made to, on Behalf of, or for the Benefit of Michael J. Mona, Jr. (filed 04/28/16)		Volume 15 Bates Nos. 3347–3350
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 15 Bates Nos. 3351–3356
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 15 Bates Nos. 3357–3365
Notice of Entry of Order Shortening Time and Notice of Hearing (filed 07/07/16)		Volume 15 Bates Nos. 3366–3372
Joint Case Appeal Statement (filed 07/14/16)		Volume 15 Bates Nos. 3373–3378

Joint Notice of Appeal (filed 07/15/16)		Volume 15 Bates Nos. 3379–3397
Claim of Exemption (filed 07/15/16)		Volume 15 Bates Nos. 3398–3400
Plaintiff's Far West Industries' Objection to Claim of Exception from Execution on an Order Shortening Time (filed 07/21/16)		Volume 15 Bates Nos. 3401–3411
	<b>Exhibits to Plaintiff's Far West Industries' Objection to Claim of Exception from Execution on an Order Shortening Time</b>	
Exhibit	Document Description	
1	Writ of Garnishment-Michael Mona	Volume 15 Bates Nos. 3412–3416
2	Writ of Execution	Volume 15 Bates Nos. 3417–3421
Memorandum of Points and Authorities in Support of Claim of Exemption and Discharge (filed 07/29/16)		Volume 15 Bates Nos. 3422–3452
	<b>Exhibits to Memorandum of Points and Authorities in Support of Claim of Exemption and Discharge</b>	
Exhibit	Document Description	
A	Legislative History related to 120 day expiration period	Volume 15 Bates Nos. 3453–3501
B	Notice of Entry of Decree of Divorce	Volume 15 Bates Nos. 3502–3510
C	Plaintiff's Opposition to Far West's Motion to Intervene for a Finding and Order that the Post-Marital Agreement is Void Based on the Principles of Res Judicata and Issue Preclusion, and that the Plaintiff and Defendant are Jointly Liable for the Judgment Held by Intervenor and Plaintiff's Countermotion for Far West to Pay Plaintiff's Attorneys Fees and Costs Incurred Pursuant to NRS 12.130(1)(d)	Volume 15 Bates Nos. 3511–3524

	<b>Exhibits to Memorandum of Points and Authorities in Support of Claim of Exemption and Discharge (cont.)</b>	
D	Defendant Michael Mona's Joinder to Plaintiff's Opposition to Far West's Motion to Intervene for a Finding and Order that the Post-Marital Agreement is Void Based on the Principles of Res Judicata and Issue Preclusion, and that the Plaintiff and Defendant are Jointly Liable for the Judgment Held by Intervenor and Plaintiff's Countermotion for Far West to Pay Plaintiff's Attorneys Fees and Costs Incurred Pursuant to NRS 12.130(1)(d) (filed 09/29/15)	Volume 15 Bates Nos. 3525–3528
E	Notice of Entry of Order (filed 12/01/15)	Volume 15 Bates Nos. 3529–3533
F	Writ of Garnishment-Michael Mona	Volume 15 Bates Nos. 3534–3535
G	Constable's return of Notice of Execution after Judgment and Writ of Execution to Michael Mona	Volume 15 Bates Nos. 3536–3545
H	Writ of Garnishment- Michael Mona	Volume 15 Bates Nos. 3546–3556
I	Claim of Exemption (filed 07/15/16)	Volume 15 Bates Nos. 3557–3560
J	Mona's Opposition to Far West's Motion for Determination of Priority of Garnishment and Countermotion to Discharge Garnishment and for Return of Proceeds (filed 03/04/16)	Volume 16 Bates Nos. 3561–3598
K	Mona's Reply in Support of Countermotion to Discharge Garnishment and for Return of Proceeds (filed 03/23/16)	Volume 16 Bates Nos. 3599–3614
L	NRS 21.112	Volume 16 Bates Nos. 3615–3616
M	Affidavit of Claiming Exempt Property form	Volume 16 Bates Nos. 3617–3618
Order Sustaining Plaintiff Far West Industries' Objection to Claim of Exemption from Execution (filed 08/09/16)		Volume 16 Bates Nos. 3619–3621
Memorandum of Points and authorizes in Support of Claim of Exemption and Motion to Discharge Garnishment (filed 11/10/16)		Volume 16 Bates Nos. 3622–3659

Appendix of Exhibits Attached to Memorandum of Points and Authorities in Support of Claim of Exemption and Motion for Discharge of Garnishment (filed 11/10/16)		Volume 16 Bates Nos. 3660–3662
	<b>Exhibits to Appendix of Exhibits Attached to Memorandum of Points and Authorities in Support of Claim of Exemption and Motion for Discharge of Garnishment</b>	
Exhibit	Document Description	
A	Nevada Assembly Bill 247, Chapter 338, Page 699 (1989)	Volume 16 Bates Nos. 3663–3711
B	Decree of Divorce dated July 23, 2015	Volume 16 Bates Nos. 3712–3718
C	Rhonda’s Opposition to Motion to Intervene dated September 28, 2015	Volume 16 Bates Nos. 3719–3731
D	Mona’s September 29, 2015 Joinder to Rhonda’s Opposition	Volume 16 Bates Nos. 3732–3735
E	November 25, 2015 Order Denying Intervention and awarding fees and costs	Volume 16 Bates Nos. 3736–3738
F	Writ of Garnishment expiring April 29, 2016	Volume 16 Bates Nos. 3739–3740
G	Writ of Garnishment served July 1, 2016	Volume 16 Bates Nos. 3741–3748
H	July 5, 2016 correspondence from Constable with Notice and Writ of Execution	Volume 16 Bates Nos. 3749–3758
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

	<b>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.)</b>	
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
	<b>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)</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
	<b>Exhibits to Application for Issuance of Order for Arrest of Defendant Michael J. Mona, Jr.</b>	
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
	<b>Exhibits to Michael J. Mona's Opposition to Application for Issuance of Order for Arrest of Defendant Michael J. Mona, Jr.</b>	
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
	<b>Exhibits to Reply to Opposition to Application for Issuance of Order for Arrest of Defendant Michael J. Mona, Jr.</b>	
Exhibit	Document Description	
A	Decree of Divorce (filed 07/23/15)	Volume 18 Bates Nos. 4108–4114

	<b>Exhibits to Reply to Opposition to Application for Issuance of Order for Arrest of Defendant Michael J. Mona, Jr. (cont.)</b>	
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
	<b>Exhibits to Reply to Opposition to Application for Issuance of Order for Arrest of Defendant Michael J. Mona, Jr. (cont.)</b>	
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
	<b>Exhibits to Appendix of Exhibits Attached to Memorandum of Points and Authorities in Support of Claim of Exemption and Motion to Discharge Garnishment</b>	
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

	<b>Exhibits to Appendix of Exhibits Attached to Memorandum of Points and Authorities in Support of Claim of Exemption and Motion to Discharge Garnishment (cont.)</b>	
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
	<b>Exhibits to Appendix of Exhibits Attached to Memorandum of Points and Authorities in Support of Claim of Exemption and Motion to Discharge Garnishment</b>	
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

	<b>Exhibits to Appendix of Exhibits Attached to Memorandum of Points and Authorities in Support of Claim of Exemption and Motion to Discharge Garnishment (cont.)</b>	
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
	<b>Exhibits to Appendix of Exhibits Attached to Memorandum of Points and Authorities in Support of Claim of Exemption and Motion to Discharge Garnishment</b>	
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

	<b>Exhibits to Appendix of Exhibits Attached to Memorandum of Points and Authorities in Support of Claim of Exemption and Motion to Discharge Garnishment (cont.)</b>	
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

	<b>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)</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
	<b>Exhibits to Appendix of Exhibits Attached to Memorandum of Points and Authorities in Support of Claim of Exemption and Motion to Discharge Garnishment</b>	
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

	<b>Exhibits to Appendix of Exhibits Attached to Memorandum of Points and Authorities in Support of Claim of Exemption and Motion to Discharge Garnishment (cont.)</b>	
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

	<b>Exhibits to Appendix of Exhibits Attached to Memorandum of Points and Authorities in Support of Claim of Exemption and Motion to Discharge Garnishment (cont.)</b>	
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
	<b>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)</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

	<b>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.)</b>	
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
	<b>Exhibits to Notice of Appeal</b>	
<b>Exhibit</b>	<b>Document Description</b>	
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

	<b>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</b>	
<b>Exhibit</b>	<b>Document Description</b>	
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

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12 Attorneys for Michael J. Mona, Jr.

DISTRICT COURT  
CLARK COUNTY, NEVADA

13 FAR WEST INDUSTRIES, a California  
14 corporation,

15 Plaintiff,

16 vs.

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

22 Defendants.

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

Hearing Date: March 21, 2016  
Hearing Time: 9:00 a.m.

23 **MONA'S OPPOSITION TO FAR WEST'S MOTION TO REDUCE SANCTIONS**  
24 **ORDER TO JUDGMENT**

25 Defendant Michael J. Mona, Jr. ("Mona"), through the law firm of Marquis Aurbach  
26 Coffing, hereby submits his Opposition to Far West's Motion to Reduce Sanctions Order to  
27 Judgment. This Opposition and Countermotion are made and based on the attached

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Memorandum of Points and Authorities, the pleadings and papers on file herein, and any oral argument allowed by the Court at a hearing on this matter.

Dated this 7th day of March, 2016.

MARQUIS AURBACH COFFING

By /s/ Tye S. Hanseen  
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Michael J. Mona, Jr.

**MEMORANDUM OF POINTS AND AUTHORITIES**

**I. INTRODUCTION**

The Court should deny Plaintiff's attempts to take advantage of and capitalize on an Order that is the subject of a Writ Petition pending before the Nevada Supreme Court. Although Plaintiff has referred to the Writ as "meritless," the truth is the Writ is so well-founded that the Supreme Court has assigned it to the En Banc Court for consideration, as opposed to flatly rejecting the Writ as it does with so many other writs. Thus, prudence, prejudice, and judicial economy require that the Court deny Plaintiff's Motion pending the outcome of the Writ. Furthermore, if and when it ever becomes appropriate for the Court to consider Plaintiff's request to enter a judgment for fees and costs, it is evident that the request for fees is unreasonable because Plaintiff is asking for more than \$11,200 for what amounted to drafting approximately 30 pages of text and an order. Moreover, considering that the Monas are divorced, any judgment should be allocated amongst them proportionately.

**II. STATEMENT OF RELEVANT FACTS**

The Court is aware of the facts that surround this case and the subject Motion. Thus, rather than regurgitate the facts again, Mona incorporates the facts and arguments from the Writ Petition and related briefings pending before the Supreme Court as if fully set forth herein. See

1 July 17, 2015 Petition for Writ of Mandamus, Appendices Volumes 1-2, and Reply in Support  
2 Petition for Writ of Mandamus on file with the Nevada Supreme Court.<sup>1</sup> Beyond these facts, the  
3 following facts are relevant:

- 4 • February 7, 2014—Plaintiff filed a Complaint against Mona and other  
5 individuals/entities alleging fraudulent transfers. See Complaint in Case No. A-  
6 14-695786-C (“First Fraudulent Transfer Action”). Plaintiff filed First, Second,  
7 and Third Amended Complaints in the case before the case was eventually settled  
8 at a settlement conference.
- 9 • September 11, 2015—Far West filed a Complaint against Mona, his ex-wife, and  
10 his son alleging claims for fraudulent transfers. See Complaint in Case No. A-  
11 15-724490-C (“Second Fraudulent Transfer Action”).
- 12 • November 25, 2015—This Court, Department B in the Family Division,  
13 sanctioned Far West for its conduct in the Monas’ divorce proceedings. See  
14 November 25, 2015 Order in Case No. D-15-517425-D (“Divorce Action”).  
15 Specifically, the court awarded Mike Mona and Rhonda Mona their fees and  
16 costs. Id.
- 17 • November 30, 2015—The court entered its Sanction Order against Far West for  
18 fees and costs in favor of Rhonda Mona. See November 30, 2015 Order in the  
19 Divorce Action (Case No. D-15-517425-D).
- 20 • December 2, 2015—The court entered its Sanction Order against Far West for  
21 fees and costs in favor of Mike Mona. See December 2, 2015 Order in the  
22 Divorce Action (Case No. D-15-517425-D).
- 23 • December 4, 2015—Mona moved to dismiss the Second Fraudulent Transfer  
24 Action. See December 4, 2015 Motion to Dismiss, January 19, 2016 Opposition  
25 to Countermotion for Summary Judgment, and January 26 Replies on behalf of  
26 the Mona Defendants in the Second Fraudulent Transfer Action (Case No. A-15-  
27 724490-C), which are all incorporated herein by reference as if fully set forth  
28 herein.
- December 11, 2015—Far West reneged on the settlement in the First Fraudulent  
Transfer Action, which required the defendants to ask Judge Gonzalez to enforce  
the settlement. See December 11, 2015 Motion to Enforce in the First Fraudulent  
Transfer Action (Case No. A-14-695786-C).
- January 29, 2016—Judge Gonzalez enforced the settlement between the  
defendants and Far West in the First Fraudulent Transfer Action. See January 29,  
2016 Order in the First Fraudulent Transfer Action (Case No. A-14-695786-C).
- February 2, 2016—Judge Bare heard the Mona Defendants’ arguments in support  
of dismissal of the Second Fraudulent Transfer Action and Far West’s arguments  
in support of its Countermotion for Summary Judgment against Rhonda Mona.

<sup>1</sup> The Court mentioned during a prior hearing that it had reviewed the Writ and/or related documents. Thus, Mona is not going to clutter the Court’s files by attaching the documents again herein, but will certainly provide additional copies to the Court if the Court desires.

1 See February 2, 2016 Docket Entry in the Second Fraudulent Transfer Action  
2 (Case No. A-15-724490-C).<sup>2</sup>

- 3 • February 19, 2016—Far West filed the present Motion seeking judgments based  
4 on the Order pending before the Supreme Court.
- 5 • March 3, 2016—Far West apparently refused to cooperate in the dismissal of the  
6 First Fraudulent Transfer Action after Judge Gonzalez enforced the settlement and  
7 the defendants were apparently forced to file a Motion to Dismiss a settled case  
8 due to Far West's lack of cooperation. See March 3, 2016 Motion to Enforce in  
9 the first Fraudulent Transfer Action (Case No. A-14-695786-C).
- 10 • March 4, 2016—Defendants in the First Fraudulent Transfer Action were forced  
11 to file an Opposition and Countermotions for Sanctions in the present case against  
12 Far West's counsel for what they deemed unethical conduct in seeking a judgment  
13 based on untimely answers to interrogatories.

### 14 III. LEGAL ARGUMENT

15 The Court should deny Plaintiff's Motion for two reasons. First, the requested relief is  
16 not appropriate at this stage due to the Writ Petition pending before the Supreme Court. Second,  
17 even if relief was appropriate, the request for fees is unreasonable and, if and when it becomes  
18 appropriate, any judgment for fees should be split proportionately amongst the Monas.

#### 19 A. THE COURT SHOULD DENY PLAINTIFF'S MOTION PENDING THE 20 OUTCOME OF THE SUPREME COURT'S DECISION

21 The Court should refuse to entertain Far West's request for judgment based on the  
22 Sanction Order because the Supreme Court may very well reverse it. There is no dispute that the  
23 stay regarding execution on the Judgment against Mike Mona has expired, which allows Far  
24 West to continue to execute against Mike Mona's assets. However, the expiration of the stay on  
25 execution does not mean it is appropriate for Plaintiff to take jurisdiction away from the Supreme  
26 Court by seeking further judgments based on the actual Order that is the subject of the Writ  
27 Petition. Indeed, Plaintiff may execute all it wants on the Judgment against Mike, but further  
28 judgments based on the Sanction Order are not appropriate at this time.

<sup>2</sup> The Motion to Dismiss remains under advisement and Judge Bare denied Far West's Countermotion for Summary Judgment. Moreover, Judge Bare did not advise Plaintiff that moving for summary judgment against Rhonda Mona before this Department was appropriate—Judge Bare did not take a position.

1 To further support this argument, Mona incorporates herein by reference the arguments  
2 before the Supreme Court related to the Sanction Order.<sup>3</sup> As indicated above, this Court  
3 mentioned during a prior hearing that it had reviewed the Writ and/or related documents. Thus,  
4 Mona will not rehash all of the arguments made before the Supreme Court to this Court again.<sup>4</sup>  
5 Suffice it to say that prudence, prejudice, and judicial economy require that the Court deny  
6 Plaintiff's Motion pending the outcome of the Writ.

7 Moreover, the Monas may indeed prevail on the Writ (the Supreme Court has had the  
8 Writ under consideration for more than eight months now); a judgment now would defeat the  
9 object of the Writ (the object was to reverse the Sanction Order, which is the basis of Plaintiff's  
10 request for judgment); any judgment will result in serious harm (Far West would possess an  
11 actual judgment against Rhonda Mona and would execute on it with the prospect that the basis of  
12 the judgment [the Sanction Order] may be reversed); and, Far West will not be harmed by a  
13 denial without prejudice of its Motion pending the Supreme Court decision (Far West will be in  
14 the same position it is now and, in the meantime, may continue to execute on its Judgment  
15 against Mike Mona and the Mona Family Trust).<sup>5</sup> Indeed, no relief is appropriate in favor of Far  
16 West based on the Sanction Order or the related allegations (whether in this action, the Second  
17 Fraudulent Transfer Action, or any other case Far West may file) until the Supreme Court makes  
18 a decision. Therefore, the Court should deny the Motion pending the Supreme Court's decision.

19 **B. IT IS NOT APPROPRIATE FOR THE COURT TO CONSIDER**  
20 **PLAINTIFF'S FEE REQUEST AT THIS TIME AND, EVEN IF IT WAS**  
21 **APPROPRIATE, PLAINTIFF'S FEES ARE UNREASONABLE**

22 If the Supreme Court affirms the Sanction Order, it may become appropriate at that time  
23 for the Court to consider Far West's request for judgment based on its fees. If that ever happens,

24 <sup>3</sup> See July 17, 2015 Petition for Writ of Mandamus, Appendices Volumes 1-2, and Reply in Support  
25 Petition for Writ of Mandamus on file with the Nevada Supreme Court.

26 <sup>4</sup> If the Court finds it necessary or desires Mona to do so, Mona will rehash word for word the arguments  
27 in detail in a supplement rather than simply incorporate them by reference.

28 <sup>5</sup> See Hansen v. Dist. Ct. ex rel. County of Clark, 116 Nev. 650, 6 P.3d 982 (2000) (discussing stay  
factors); see also Mikohn Gaming Corp. v. McCrea, 120 Nev. 248, 251, 89 P.3d 36, 38 (2004) (holding  
that while no one factor is more important, "if one or two factors are especially strong, they may  
counterbalance other weak factors").

1 the Court must reduce the fees to a reasonable amount and should split them proportionately  
2 amongst Mike Mona and Rhonda Mona. As to the “reasonableness”<sup>6</sup> of the fees, Far West’s  
3 briefings consist of essentially an Ex Parte Motion, Reply, and Order for which its attorneys  
4 billed in excess of \$11,000. See Far West’s July 20, 2015 Memorandum of Fees and Costs.

5 Excluding captions, signature blocks, and the like, Far West drafted only 30 pages of  
6 actual text related to the Ex Parte Application and Reply. See June 29, 2015 Ex Parte  
7 Application and July 8, 2015 Reply. Further, 10 of the 30 pages represent copying and pasting  
8 of statutes, deposition testimony, or the like that a secretary could have handled. Id. In addition,  
9 some of the Reply is simply a repeat of the initial Application. Id. Also, Far West had three  
10 attorneys billing toward the preparation of the Application and Reply, which is not reasonable.  
11 See Far West’s July 20, 2015 Memorandum of Fees and Costs. Thus, the time and process put  
12 forth in the preparation of the briefings was not reasonable.

13 Beyond the briefings themselves, Far West had two attorneys attend the hearing and  
14 billed what appears to be eight hours for the hearing. Id. Eight hours to attend a hearing is not  
15 reasonable. Plaintiff also billed what appears to be nine hours to prepare the Order. Id. And, the  
16 Order is almost in its entirety a copy and paste job of the briefings. See July 15, 2015 Order.  
17 Nine hours for copying and pasting to prepare an Order is not reasonable. As a result, \$11,242  
18 as claimed is excessive—a more appropriate amount for Far West’s fees would be closer to  
19 \$5,000. Moreover, Mona also contests the “results” factor. The Supreme Court will make a  
20 determination as to whether Far West was indeed successful. Therefore, the Court should deny  
21 Far West’s request because pending the Supreme Court’s decision and, if it ever becomes  
22 appropriate to consider the request, the fees should be reduced significantly and split  
23 proportionately between Mike Mona and Rhonda Mona.

#### 24 IV. CONCLUSION

25 The Court should deny Plaintiff’s attempts to take advantage of and capitalize on an  
26 Order that is the subject of a Writ Petition pending before the Nevada Supreme Court. Although

27 <sup>6</sup> Brunzell v. Golden Gate Nat’l Bank, 85 Nev. 345, 455 P.2d 31 (1969) (identifying factors for  
28 considering whether an award of fees is appropriate).

1 Plaintiff has referred to the Writ as "meritless," the truth is the Writ is so well-founded that the  
2 Supreme Court has assigned it to the En Banc Court for consideration, as opposed to flatly  
3 rejecting the Writ as it does with so many other writs. Thus, prudence, prejudice, and judicial  
4 economy require that the Court deny Plaintiff's Motion pending the outcome of the Writ.  
5 Furthermore, if and when it ever becomes appropriate for the Court to consider Plaintiff's  
6 request to enter a judgment for fees and costs, it is evident that the request for fees is  
7 unreasonable because Plaintiff is asking for more than \$11,200 for what amounted to drafting  
8 approximately 30 pages of text and an order. Moreover, considering that the Monas are  
9 divorced, any judgment should be allocated amongst them proportionately.

10 Dated this 7th day of March, 2016.

11 MARQUIS AURBACH COFFING

12  
13 By /s/ Tye S. Hanseen  
14 Terry A. Coffing, Esq.  
15 Nevada Bar No. 4949  
16 Tye S. Hanseen, Esq.  
17 Nevada Bar No. 10365  
18 10001 Park Run Drive  
19 Las Vegas, Nevada 89145  
20 Attorneys for Defendant  
21 Michael J. Mona, Jr.  
22  
23  
24  
25  
26  
27  
28

**CERTIFICATE OF SERVICE**

I hereby certify that MONA'S OPPOSITION TO FAR WEST'S MOTION TO REDUCE SANCTIONS ORDER TO JUDGMENT was submitted electronically for filing and/or service with the Eighth Judicial District Court on the 7th day of March, 2016. Electronic service of the foregoing document shall be made in accordance with the E-Service List as follows:<sup>7</sup>

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

Andrea M. Gandara  
Norma  
Tilla Nealon  
Tom Edwards

**Email**

[agandara@nevadafirm.com](mailto:agandara@nevadafirm.com)  
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[tedwards@nevadafirm.com](mailto:tedwards@nevadafirm.com)

I further certify that I served a copy of this document by emailing a true and correct copy thereof to:

James E. Whitmire, Esq.  
Santoro Whitmire  
10100 W. Charleston Blvd., Suite 250  
Las Vegas, Nevada 89135

/s/ Tye S. Hanseen

an employee of Marquis Aurbach Coffing

<sup>7</sup> Pursuant to EDCR 8.05(a), each party who submits an E-Filed document through the E-Filing System consents to electronic service in accordance with NRCP 5(b)(2)(D).

  
CLERK OF THE COURT

1 **OPPS**  
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8 Telephone: 702-948-8771  
9 Facsimile: 702-948-8773  
10 *Attorneys for Rhonda Helene Mona*

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

13 FAR WEST INDUSTRIES, a California  
14 corporation,

15 Plaintiff,

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

16 vs.

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

22 Defendant.

23 **NON-PARTY RHONDA MONA'S OPPOSITION TO PLAINTIFF FAR WEST**  
24 **INDUSTRIES' MOTION TO REDUCE SANCTIONS ORDER TO JUDGMENT**

25 Date of Hearing: 03/21/16  
26 Time of Hearing: 9:00 a.m.

27 Rhonda Helene Mona ("Rhonda"), by and through her undersigned counsel, hereby files  
28 Non-Party Rhonda Mona's Opposition to Plaintiff Far West Industries' Motion to Reduce  
Sanctions Order to Judgment. This Opposition is based on the following Memorandum of Points

SANTORO WHITMIRE  
10100 W. Charleston Blvd., Suite 250, Las Vegas, Nevada 89135  
(702) 948-8771 - fax (702) 948-8773

1 and Authorities, the exhibits attached hereto, the pleadings and papers on file herein, and any  
2 oral argument by counsel permitted at the hearing on this matter.

3 Dated this 7th day of March, 2016.

4 SANTORO WHITMIRE

5 /s/ James E. Whitmire  
6 JAMES E. WHITMIRE, ESQ.  
7 Nevada State Bar No. 6533  
8 jwhitmire@santoronevada.com  
9 10100 W. Charleston Blvd., Suite 250  
10 Las Vegas, Nevada 89135  
11 Telephone: 702-948-8771  
12 Facsimile: 702-948-8773  
13 *Attorneys for Rhonda Helene Mona*

14 POINTS AND AUTHORITIES

15 While the undersigned is new to this matter, it is abundantly clear that the underlying  
16 matter is acrimonious. A simple domestication of a foreign judgment action against Rhonda's  
17 ex-husband has turned into something far greater than that; especially as to Rhonda, who was  
18 never part of the underlying dispute between Plaintiff and Michael, Jr. As discussed herein,  
19 Rhonda respectfully submits that there are several non-exclusive reasons why this Court should  
20 not reduce its sanctions order to judgment as to Rhonda.

21 1. Plaintiff's Motion contains no authority whatsoever which stands for the  
22 proposition that a sanctions order may be reduced to "judgment" as to a non-party such as  
23 Rhonda. For that reason alone, Plaintiff's Motion should be denied. See, e.g., EDCR 2.34(c).

24 2. It would be inconsistent with fundamental notions of due process for the Court to  
25 enter a "Judgment" against Rhonda who was not named as a party defendant, was never served  
26 with a summons and complaint, and who otherwise never participated in any proceeding that  
27 afforded her due process.  
28

1           3.     Plaintiff is correct that Rhonda has contended that an independent action should  
2 have been filed as to Rhonda in order for any "judgment" to be entered against her.<sup>1</sup> This has  
3 been explained on numerous occasions (including in this Court, within the Petition for Writ of  
4 Mandamus that is pending before the Nevada Supreme Court and in Motion practice before  
5 Judge Bare (in what Plaintiff refers to as the Department 32 "Mona Fraudulent Transfer Action."  
6 See, Motion at page 6.)) As explained in connection with the Department 32 proceeding:

7                     While it may be theoretically correct for Plaintiff to have litigated  
8 against Rhonda in a separate proceeding where fundamental due  
9 process would have been afforded to Rhonda, it would be  
10 completely inappropriate for this Court, in an after-the-fact  
11 independent action, to grant summary judgment against Rhonda  
12 based upon the deep rooted fundamental defects associated with  
13 the interlocutory sanctions order issued in another case. Instead of  
14 filing an independent action against Rhonda whereby personal  
15 jurisdiction would have been presumably obtained and whereby  
16 she would have presumably been afforded fundamental due  
17 process rights such as notice, an opportunity to be heard and the  
18 right to cross-examine witnesses, Plaintiff seeks to completely  
19 bypass that process by: (a) seeking summary adjudication based  
20 upon an erroneous ruling made in the prior separate proceeding;  
21 and, (b) completely ignoring the ongoing appeal of the prior  
22 interlocutory order in the separate proceeding.

23                     In sum, summary judgment in favor of Plaintiff in this case is  
24 completely inappropriate. At a minimum, this Court should defer  
25 any ruling on this matter until the Nevada Supreme Court issues a  
26 ruling in connection with the pending Petition for Writ of  
27 Mandamus/Prohibition in the prior action.

28     See, Ex. A attached hereto at 3. Ex. A, which is incorporated by reference herein, is Rhonda's  
Opposition to Countermotion for Summary Judgment filed in the Department 32 action wherein  
Plaintiff already sought to reduce this Court's sanctions order to judgment.

4.     Recognizing that an independent action needed to be pursued, Plaintiff itself filed  
an action, which is pending in Department 32. In the Department 32 action, Judge Bare denied  
Plaintiff's Countermotion for Summary Judgment seeking to reduce to Judgment this Court's

<sup>1</sup> It is incorrect for Plaintiff to state or suggest that Rhonda has argued that Plaintiff can only  
seek judgment from this Court. See, e.g., page 10 of Plaintiff's Motion.

1 sanctions order. After being unsuccessful in Department 32, Plaintiff is now coming back to  
2 Department 15 for relief.

3 5. For the same reasons argued before Department 32, this Court should decline to  
4 reduce its sanctions order to judgment. As argued in the Department 32 action:

5 At its core, this case involves Plaintiff's overly aggressive and  
6 improper attempts to shift financial responsibility to Defendant  
7 Rhonda Mona ("Rhonda" or "Defendant") for a judgment entered  
8 against her ex-husband, Michael J. Mona, Jr. ("Michael"). Even  
9 though Divorce Court Judge Linda Marquis has ruled that said  
10 judgment is Michael's sole and separate debt, Plaintiff has engaged  
11 in a ceaseless effort to collect against Rhonda. The discreet issue  
12 with respect to Plaintiff's countermotion for summary judgment is  
13 whether this Court should reduce to judgment an interlocutory  
14 sanctions order issued by Judge Hardy -- which is the subject of a  
15 pending appeal -- (a) even though Rhonda was not a party in the  
16 case in which the sanctions order was issued; (b) even though  
17 personal jurisdiction was never obtained against Rhonda in the  
18 separate case; (c) even though Rhonda was never given an  
19 opportunity to have an evidentiary hearing to present her case; (d)  
20 even though case terminating sanctions were entered without any  
21 findings being made pursuant to applicable case law; and, (e) even  
22 though no judgment was ever entered against Rhonda.

23 See, Ex. A at 2-3, passim.

24 6. While it is true that Judge Bare did not preclude Plaintiff from seeking a  
25 "Judgment" in this Court, it is equally true that Judge Bare did not endorse Plaintiff's efforts or  
26 otherwise express any opinion as to the propriety in seeking any such judgment. See, Ex. 2  
27 attached hereto (proposed Order Denying Countermotion for Summary Judgment at 2, fn. 1  
28 stating, in relevant part, "the Court is expressing no opinion as to Far West's position.").<sup>2</sup>

7. Just as Judge Bare declined to grant the relief requested by Plaintiff, this Court  
should exercise similar restraint. This Court should, at a minimum, wait for the Supreme Court's  
decision before even entertaining entering further orders beyond the sanctions order that was  
already entered.

<sup>2</sup> The Order attached hereto was approved by all counsel as to form. To the undersigned's  
knowledge, the formal Order has not been signed. In sum, while Judge Bare did not preclude  
Plaintiff from seeking a judgment from this Court, he did not state or otherwise imply that this  
Court should enter such judgment.

1           8.     Putting aside the ongoing appeal and the claimed defects with the underlying  
2 Sanctions Order (e.g., Rhonda's contention that the Court does not have jurisdiction to enter a  
3 "Judgment" against her given that, among other things, she is not a party, service was never  
4 effectuated and the due process issues associated with the lack of a hearing and/or compliance  
5 with the Ribeiro/Young factors), the Court should not enter any "Judgment" relating to the  
6 sanctions order.

7           The effect of a "Judgment" could lead to severe prejudice to Rhonda, especially in light  
8 of the ongoing appeal. To the best of the undersigned's knowledge (who did not participate in  
9 the underlying proceedings), the Court permitted Plaintiff to proceed with collection efforts as to  
10 three different bank accounts as a part of the sanctions order. Now, Plaintiff is seeking to obtain  
11 a "Judgment," which would, at least in theory, potentially permit Plaintiff to engage in a broader  
12 range of collection efforts. Under the circumstances of this case, it would be fundamentally  
13 unfair for the sanctions order against a non-party to metastasize into a "Judgment" that would  
14 permit Plaintiff to engage in unfettered collection efforts especially when one considers that an  
15 appeal is ongoing.

16           9.     The prejudice is real and severe. What happens, for example, if Rhonda's appeal  
17 is successful? How will she ever be restored to the status quo? Plaintiff already obtained assets  
18 in connection with the sanctions order. It should not now be permitted to obtain a "Judgment"  
19 against a person (i.e. Rhonda) when it did not even sue Rhonda in the first place, never served  
20 her and/or otherwise afforded her the procedural safeguards that would have existed if Plaintiff  
21 had (as it should have) filed an independent action against Rhonda to begin with.

22           10.    For the same reasons why the underlying sanctions order should not be  
23 enforceable as to Rhonda, no "Judgment" should be entered against her. Rhonda also  
24 incorporates by reference herein all arguments contained in her Petition for Writ of Mandamus as  
25 to why the no "Judgment" should be entered against her. Attached hereto as Ex. C is a copy of  
26 the Petition for Writ of Mandamus (without exhibits) filed on behalf of Rhonda.

27           11.    Before concluding, Rhonda will briefly address a few other points raised by  
28 Plaintiff in its Motion.

- 1 A. Rhonda is not responding to the majority of the Motion, which sets forth various  
2 matters of procedural history, which do not affect the merits arguments herein.  
3 B. There is nothing in Barney v. Mt. Rose Heating & Air Conditioning, 124 Nev.  
4 821, 192 P.2d 730 (2008) which supports the proposition that a \$3.4 million  
5 interlocutory sanctions order may be reduced to judgment against a non-party to  
6 the action who has never been served with a summons. Accordingly, Plaintiff's  
7 reliance on Barney is misplaced.  
8 C. Plaintiff takes out of context certain arguments made in the Department 32 action  
9 and/or the rulings issued by Judge Bare. In particular, Plaintiff overstates matters  
10 by claiming, at page 7 of its Motion:

11 Based on the Mona's arguments that this Court already  
12 entered a final order regarding the \$3,406,601.10 fraudulent  
13 transfer effectuated through the Post-Marital Settlement  
14 Agreement, Judge Bare denied Plaintiff Far West  
15 Industries' Countermotion for Summary Judgment without  
16 prejudice, and expressly held that Far West could pursue  
17 the judgment in this Court instead.

- 18 Judge Bare did not deny the Countermotion on this simplistic basis. Judge Bare  
19 denied the Motion because, among other potential reasons, the Nevada Supreme  
20 Court is considering the fraudulent transfer issue on appeal. After making a  
21 ruling, Plaintiff asked Judge Bare whether it could seek a judgment before this  
22 Court. Judge Bare did not preclude Plaintiff from doing so. However, Judge  
23 Bare also did not say – contrary to Plaintiff's statement or suggestion -- that Far  
24 West should be successful in obtaining a judgment in this Court. In fact, Judge  
25 Bare stated that he was expressing no opinion as to whether the entry of such  
26 judgment would be appropriate. See, Ex. 2 attached hereto and footnote 2 herein.  
27 D. Rhonda has never stated, as implied by Plaintiff (e.g. at page 7 of the Motion),  
28 that this Court's interlocutory sanctions order was appropriate. Rather, what  
Rhonda has repeatedly stated is that no Court – whether it is this Court or  
Department 32 – should enter “judgment” or even consider the issue until the

1 Nevada Supreme Court issues a ruling on the pending Petition for Writ of  
2 Mandamus.

3 12. Finally, Plaintiff's request to reduce fees to judgment should also be denied.  
4 When this matter was before Judge Bare, Plaintiff sought to come back to Department 15 to  
5 reduce the sanctions order to judgment. Now, Plaintiff wants an increased scope of relief by  
6 seeking an attorneys' fee award in addition to reducing the sanctions order to judgment.  
7 Plaintiff's request is too broad as a procedural matter. Moreover, the appeal is pending.  
8 Furthermore, Plaintiff should not be allowed to continuously litigate matters in piecemeal  
9 fashion. Now, many months after the fact, Plaintiff is attempting to obtain fees. This is unfair  
10 and once again illustrates Plaintiff's relentless attempt to continue to punish Rhonda.

11 For all of the foregoing reasons, the Court should not enter reduce its sanctions order to  
12 judgment against Rhonda.

13 Dated this 7th day of March, 2016.

14 SANTORO WHITMIRE

15  
16 /s/ James E. Whitmire  
17 JAMES E. WHITMIRE, ESQ.  
18 Nevada State Bar No. 6533  
19 jwhitmire@santoronevada.com  
20 10100 W. Charleston Blvd., Suite 250  
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22 Attorneys for Rhonda Helene Mona  
23  
24  
25  
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27  
28

SANTORO WHITMIRE  
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(702) 948-8771 - fax (702) 948-8773

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that, on the 7th day of March, 2016 and pursuant to NEFCR 9. NRCP 5(b) and EDCR 7.26, I served **OPPOSITION NON-PARTY RHONDA MONA'S OPPOSITION TO PLAINTIFF FAR WEST INDUSTRIES' MOTION TO REDUCE SANCTIONS ORDER TO JUDGMENT**, on all parties receiving service by electronic transmission through the Wiznet system in this action to:

F. Thomas Edwards, Esq.  
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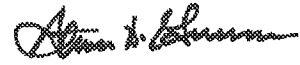
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*Attorneys for Michael Mona, Jr.*

/s/ James E. Whitmire  
An employee of SANTORO WHITMIRE

# EXHIBIT “A”



CLERK OF THE COURT

1 OMSJ

2 JAMES E. WHITMIRE, ESQ.

3 Nevada State Bar No. 6533

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10 Attorneys for Defendants Rhonda

11 Helene Mona and Michael Mona III

12 DISTRICT COURT  
13 CLARK COUNTY, NEVADA

14 FAR WEST INDUSTRIES, a California  
15 corporation,

16 Plaintiff,

17 vs.

18 MICHAEL J. MONA, JR., an individual;  
19 RHONDA HELENE MONA, an individual;  
20 MICHAEL MONA III, an individual;  
21 LUNDENE ENTERPRISES, LLC, a Nevada  
22 limited liability corporation, DOES 1 through 10  
23 and ROE CORPORATIONS 1 through 10,  
24 inclusive,,  
25

26 Defendant.

Case No.: A-15-724490-C  
Dept. No.: XXXII

27 DEFENDANT'S OPPOSITION TO COUNTERMOTION FOR SUMMARY JUDGMENT

28 Hearing Date: 02/02/2016

Hearing Time: 9:00 a.m.

Rhonda Helene Mona, by and through the law firm of Santoro Whitmire, hereby files  
Defendant's Opposition to Countermotion to Summary Judgment. This Opposition is based on

SANTORO WHITMIRE  
10100 W. Charleston Blvd., Suite 250, Las Vegas, Nevada 89135  
(702) 948-8771 - Fax (702) 948-8773

1 the following Memorandum of Points and Authorities, the exhibits attached hereto, the pleadings  
2 and papers on file herein, and any oral argument by counsel permitted at the hearing on this  
3 matter.

4 Dated this 19<sup>th</sup> day of January, 2016.

5 SANTORO WHITMIRE

6 /s/ James E. Whitmire  
7 JAMES E. WHITMIRE, ESQ.  
8 Nevada State Bar No. 6533  
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13 Facsimile: 702-948-8773  
14 *Attorneys for Defendants Rhonda*  
15 *Helene Mona and Michael Mona III*

16 MEMORANDUM OF POINTS AND AUTHORITIES

17 INTRODUCTION

18 At its core, this case involves Plaintiff's overly aggressive and improper attempts to shift  
19 financial responsibility to Defendant Rhonda Mona ("Rhonda" or "Defendant") for a judgment  
20 entered against her ex-husband, Michael J. Mona, Jr. ("Michael"). Even though Divorce Court  
21 Judge Linda Marquis has ruled that said judgment is Michael's sole and separate debt, Plaintiff  
22 has engaged in a ceaseless effort to collect against Rhonda. The discreet issue with respect to  
23 Plaintiff's countermotion for summary judgment is whether this Court should reduce to judgment  
24 an interlocutory sanctions order issued by Judge Hardy -- which is the subject of a pending  
25 appeal<sup>1</sup> -- (a) even though Rhonda was not a party in the case in which the sanctions order was  
26 issued; (b) even though personal jurisdiction was never obtained against Rhonda in the separate  
27 case; (c) even though Rhonda was never given an opportunity to have an evidentiary hearing to

28 <sup>1</sup> Attached hereto as Exs. A and B are copies of the Petition for Writ of Mandamus/Prohibition  
and the Reply in Support thereof. The Appendices in support of the Writ Petition are attached as  
Exs. A1 and A2.

1 present her case; (d) even though case terminating sanctions were entered without any findings  
2 being made pursuant to applicable case law; and, (e) even though no judgment was ever entered  
3 against Rhonda.<sup>2</sup>

4 While it may be theoretically correct for Plaintiff to have litigated against Rhonda in a  
5 separate proceeding where fundamental due process would have been afforded to Rhonda, it  
6 would be completely inappropriate for this Court, in an after-the-fact independent action, to grant  
7 summary judgment against Rhonda based upon the deep rooted fundamental defects associated  
8 with the interlocutory sanctions order issued in another case. Instead of filing an independent  
9 action against Rhonda whereby personal jurisdiction would have been presumably obtained and  
10 whereby she would have presumably been afforded fundamental due process rights such as  
11 notice, an opportunity to be heard and the right to cross-examine witnesses, Plaintiff seeks to  
12 completely bypass that process by: (a) seeking summary adjudication based upon an erroneous  
13 ruling made in the prior separate proceeding; and, (b) completely ignoring the ongoing appeal of  
14 the prior interlocutory order in the separate proceeding.

15 In sum, summary judgment in favor of Plaintiff in this case is completely inappropriate.  
16 At a minimum, this Court should defer any ruling on this matter until the Nevada Supreme Court  
17 issues a ruling in connection with the pending Petition for Writ of Mandamus/Prohibition in the  
18 prior action.  
19  
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24 <sup>2</sup> Plaintiff seeks summary judgment as to its Second Cause of Action, which involves an alleged  
25 fraudulent transfer of \$3.4 million, which is half of \$6.8 million the Monas received through a  
26 stock sale. See, Pltf's Amended Complaint at 10:26-11:25. Plaintiff's Countermotion for  
27 Summary Judgment is hinged on the interlocutory sanctions order that pertains to Michael and  
28 Rhonda's post-marital settlement agreement, which divided the proceeds of that \$6.8 million  
stock sale. The post-marital settlement agreement at issue dealt with no other assets.  
Accordingly, the relief sought in the Plaintiff's "Second Cause of Action" does not deal with all  
of Rhonda's assets.

I.

**STATEMENT OF FACTS WHICH PRECLUDE PLAINTIFF'S COUNTERMOTION**

**The Parties in this Case Who Were Litigants in the Original California Action**

1. Defendant Michael Mona is a resident of Nevada who is the primary target of Plaintiff. See Plt's Amended Complaint on file herein.

2. Plaintiff Far West Industries ("Plaintiff") is a California corporation that possesses a California Judgment against Mr. Mona for allegations relating to fraud. *Id.* at 2:6-7 and 3:4-28.

3. The California Judgment is against Michael Mona only. *Id.* 3:4-28.

4. The Judgment amount allegedly totals more than \$24,000,000.00. *Id.* at 3:25.

5. Rhonda Mona is Michael Mona's ex-wife and Michael Mona, III ("M3") is Michael Mona's son. *Id.* at 2:8-11, 16-19 and 7:24-26.

6. Neither Rhonda Mona nor M3 were parties in the California Action.<sup>3</sup>

**The Domestication of the Foreign Judgment and Collection Proceedings Relating Thereto**

7. The foreign judgment against Michael Mona was domesticated by Plaintiff in Nevada on October 18, 2012. *Id.* at 3:26-28.

8. After the foreign judgment was domesticated in Nevada, Far West did not make any effort to add Rhonda to the judgment.

9. After the foreign judgment was domesticated, collection efforts relating thereto began.

10. The initial judgment debtor examination proceedings were uneventful.<sup>4</sup>

<sup>3</sup> In April 2012, Far West obtained a judgment in Riverside, California against Michael, as one of four named defendants. Ex. A-1, 1 App. 1-7. The underlying findings of fact and conclusions of law recite that in a real estate development transaction, Far West prevailed on claims against Michael for: (1) intentional misrepresentation; (2) negligent misrepresentation; (3) failure to disclose; and (4) conspiracy to commit fraud. Ex. A-1, 1 App. 190-92. Although the Mona Family Trust was not a named defendant in the California litigation, the presiding court made an alter ego finding to extend the judgment against it. Ex. A-1, 1 App. 192. No mention is made in the California order of Rhonda.

11. After a lull of nearly a year and a half, Far West then sought ex parte dates for judgment debtor examinations for Michael in his individual and trustee capacities; and, Rhonda, in her capacity as trustee of the Mona Family Trust. Ex. A-1, Ex. A-1, 1 App. 26-29.<sup>5</sup>

12. Because Rhonda, in her capacity as trustee of the Mona Family Trust, was not represented, Far West first attempted to serve her personally and then later requested permission to serve her by certified or registered mail, as permitted by NRS 14.090, because Far West's process server was unable to enter a guard-gated community. Ex. A-1, 1 App. 62-69.

13. By the time that Far West eventually mailed the order setting Rhonda's judgment debtor examination, in her trustee capacity, there were only about two weeks until the examination. Ex. A-1, 1 App. 75-90.

14. Rhonda, in her trustee capacity only, provided testimony at a judgment debtor examination. Ex. A-1, 1 App. 163-72.

15. During the deposition, Far West learned of some of Rhonda's personal assets. Ex. A-1, 1 App. 163-72.

Plaintiff's Efforts to Seize Plaintiff's Personal Assets of Non-Party Rhonda

16. After Rhonda's deposition, with no notice to Rhonda, Far West filed an ex parte motion on order shortening time to subject Rhonda's personal assets to the judgment against Michael. Ex. A-1, 1 App. 127-43.

(continued)

<sup>4</sup> Soon after Far West domesticated its judgment in Nevada, it began seeking Michael's judgment debtor examination on an ex parte basis, without confirming his availability. In response to Far West's document requests, Michael produced approximately 30,000 documents in 20 boxes that were delivered to Far West's counsel for physical examination. Ex. A-1, 1 App. 18. Through the document production and scheduling of Michael's debtor examination, the District Court minutes in December 2013 reflect that "the parties have conducted the judgment debtor's exam and everything is going along satisfactorily" with a status check to be set in six months. Ex. A-1, 1 App. 25.

<sup>5</sup> Far West's ex parte application also contained a variety of documents that it wanted produced. *Id.* The District Court's order granted the requested relief in full and set the dates for the debtor examinations. Ex. A-1, 1 App. 70-74.

1 17. Noticeably missing from Far West's ex parte motion was any attempt to meet and  
2 confer or why the motion was filed on an ex parte basis. *Id.*

3 18. Although the ex parte motion sought relief against Rhonda personally, Far West  
4 did not make any effort to personally serve her with the motion. Ex. A-2, Ex. A-2, 2 App. 197-  
5 99.

6 19. Notwithstanding the lack of notice, the District Court froze several of Rhonda's  
7 personal bank accounts pending a show cause hearing. Ex. A-2, 2 App. 194-96.

8 20. Michael filed a written opposition and objected to the entire proceeding. Ex. A-2,  
9 2 App. 206-52.

10 21. A show cause hearing thereafter occurred.

11 The Defective Show Cause Hearing and Void Ruling Emanating Therefrom

12 22. In the show cause hearing, the District Court refused to allow an evidentiary  
13 hearing.

14 23. In the hearing before the District Court, Rhonda's divorce attorneys appeared, but  
15 the District Court would not allow them to argue. Ex. A-2, 2 App. 303.

16 24. Michael's counsel also pointed out that the orders for which Far West was  
17 seeking enforcement were ambiguous because they named Rhonda in her capacity as trustee, but  
18 Far West asked for relief against her personally. Ex. A-2, 2 App. 318. Michael's counsel,  
19 speaking in favor of Rhonda, stated:

20  
21 So, Your Honor, fundamental due process issue here relates to  
22 Rhonda Mona. She's not a party. And any characterization of this  
23 Court of what her assets may or may not be subject to, must have  
24 her—she must have the opportunity to be heard, she must have the  
25 opportunity to present evidence.

26 Ex. A-2, 2 App. 320.

27 25. Despite the Monas' arguments on the procedural and substantive points against  
28 sanctions, the District Court ordered what amounted to case terminating sanctions against  
Rhonda.

1           26. More particularly, despite a post-marital property settlement agreement between  
2 the Monas defining Rhonda's separate property, the District Court discarded the agreement and  
3 considered it as a fraudulent transfer during this same show cause hearing. *Id.*; Ex. A-2, 2 App.  
4 238-50. The District Court's sanctions ostensibly makes a binding determination on fraudulent  
5 transfer against the Monas according to NRS Chapter 112 (Uniform Fraudulent Transfer Act)  
6 ("UFTA"), without any separate complaint against Rhonda, no evidentiary hearing, and no  
7 opportunity to conduct additional discovery.

8           27. Not only was there no evidentiary hearing, the various sanctions factors set forth  
9 in Nevada case law were not applied.

10           28. Instead, the District Court's order sanctions the Monas and considers Far West's  
11 arguments of fraudulent transfer (which were never alleged in a complaint) as "established." Ex.  
12 A-2, 2 App. 357.

13           29. The District Court also prohibited the Monas from claiming any exemptions from  
14 execution relating to Rhonda's separate accounts and any funds that are subject to the property  
15 settlement agreement. *Id.*

16                   The Pending Appeal of the Judge Hardy's Sanctions Order

17           30. The Monas have sought writ relief from the Nevada Supreme Court to vacate  
18 Judge Hardy's sanctions order. Ex. A-2, 2 App. 348-58.

19           31. The Monas have asserted a variety of different reasons why the sanctions order  
20 should be vacated. Attached hereto as Exs. A and B are copies of the Petition for Writ of  
21 Mandamus/Prohibition and the Reply in Support thereof. The Appendices in support of the Writ  
22 Petition are attached as Exs. A1 and A2.

23                   The Separate Divorce Action and Plaintiff's  
24                   Unsuccessful Challenges to the Parties Divorce Decree

25           32. On July 23, 2015, Michael Mona and Rhonda Mona finalized their divorce and, in  
26 so doing, divided the couples' property and debt. *See* Pltf's Amended Complaint at 7:24-8:19.

27           33. As part of the Divorce Decree, District Court Judge Linda Marquis found that  
28 Michael's "judgment and the liability associated therewith is the sole and separate debt of the

Husband" and that "Wife and her separate property assets as established under the [Post-Marital Property Settlement] Agreement" should not be subject to Husband's outstanding judgment." See Ex. C attached hereto at 2:22-25.

34. Plaintiff untimely attempted to intervene in the Divorce Action again making various allegations of fraudulent transfer. See Plt's September 24, 2015 Motion to Intervene in case No. D-15-517425 at 3:17-25.<sup>6</sup>

35. The Divorce Court, by and through Judge Linda Marquis, denied Plaintiff's Motion to Intervene to make its claims of fraudulent transfer because it was untimely. See November 25, 2015 Order in case No. D-15-517425.

36. Aside from the discreet \$3.4 million dollar issue, the Divorce Decree is final.

## II.

### **THIS COURT SHOULD GIVE NO EFFECT TO THE INTERLOCUTORY SANCTIONS RULING IN THE DEPARTMENT 15 ACTION BECAUSE IT IS, AT A MINIMUM, VOID/VOIDABLE AS TO RHONDA**

Plaintiff's reference to a countermotion for summary judgment, which compromises only a few pages of its December 18, 2015 filing, asks this Court to summarily adopt Judge Hardy's prior order and sua sponte reduce his order to judgment as to Rhonda. Plaintiff's countermotion is supported with no legal authority. On this basis alone, Plaintiff's countermotion should be denied.

Aside from the lack of any authority to support Plaintiff's Countermotion, as articulated it the Petition for Writ of Mandamus filed with the Nevada Supreme Court in connection with the Department 15 Action, Judge Hardy's sanctions order is invalid against, at a minimum, Rhonda. No judgment was entered against Rhonda, nor were any fraudulent transfer issues fully litigated. The District Court did not even have personal jurisdiction over Rhonda, and the Court was

<sup>6</sup> Not only did the Family Court deny Plaintiff's attempts to make untimely fraudulent transfer claims within the Divorce Action, but it also awarded Michael Mona and Rhonda Mona, separately, the attorney fees and costs they each incurred in opposing Plaintiff's attempts. See November 25, 2015, November 30, 2015, and December 2, 2015 Orders in case No. D-15-517425.

1 unable to issue any sanctions against her, particularly with regard to her separate property. Far  
2 West violated Rhonda's due process rights by trying to include her in post-judgment proceedings  
3 without giving her notice and without filing a separate action.

4 The entire Department 15 action as to Rhonda should not have taken place because Far  
5 West did not confer with counsel before seeking ex parte relief for the discovery dispute, the  
6 District Court issued an "ultimate" sanction without allowing an evidentiary hearing, and the  
7 District Court failed to consider the mandatory *Young* factors before issuing sanctions under  
8 NRCF 37. Finally, Rhonda is not liable for the debts arising from her husband's torts, especially  
9 in light of a separate property settlement agreement between the Monas.

10 A. **The Department 15 Ruling Has No Effect as to Rhonda**  
11 **Because No Judgment Has Ever Been Entered Against Rhonda,**  
12 **nor Has The Underlying Sanctions Order Ever Been Fully Litigated.**

13 Without saying so, Plaintiff's Countermotion raises, in an odd/unorthodox way, some sort  
14 of claim and/or issue preclusion principles. Even if those doctrines are at issue, those concepts  
15 are premised on the notion of there being a final adjudication on the merits and/or an opportunity  
16 to be heard on the merits. Here, there has never been a final judgment as to Rhonda, nor has she  
17 or her ex-husband Michael ever had their matter heard on the merits. To the contrary, Rhonda  
18 certainly has not been afforded her due process rights, yet Plaintiff now wishes to transform a  
19 Department 15 sanctions order into a judgment in an independent proceeding that bypasses the  
20 ongoing appeal.

21 Assuming arguendo that claim and/or issue preclusion principles are at issue in Plaintiff's  
22 Countermotion, *Five Star Capital Corp. v. Ruby*, 194 P.3d 709 (Nev. 2008) is a leading case  
23 which sets forth the tests for the application of claim and/or issue preclusion principles. For  
24 claim preclusion to apply the following factors must be met: (1) the same parties or their privies  
25 are involved in both cases, (2) a valid final judgment has been entered, and (3) the subsequent  
26 action is based on the same claims or any part of them that were or could have been brought in  
27 the first case. *Id.* at 714. As for the doctrine of issue preclusion, the following factors are  
28 necessary for application of such doctrine: (1) the issue decided in the prior litigation must be

1 identical to the issue presented in the current action; (2) the initial ruling must have been on the  
2 merits and have become final; (3) the party against whom the judgment is asserted must have  
3 been a party or in privity with a party to the prior litigation; and (4) the issue was actually and  
4 necessarily litigated.

5 Under no circumstances do these concepts apply to Rhonda in this particular case. It is  
6 an undisputed fact that no judgment was ever entered against Rhonda in the California action.  
7 After that judgment was domesticated in Nevada, Rhonda was not a party to that action.  
8 Notwithstanding the fact that she has not been a party to the California action or the  
9 domestication action, Plaintiff seeks to bind Rhonda to an interlocutory sanctions order even  
10 though she has never been served and/or been afforded a hearing. In reality, the fraudulent  
11 transfer issue was never actually litigated, and Rhonda did not even get a chance to have a full  
12 and fair opportunity to be heard.<sup>7</sup>

13 Moreover, as a matter of law, NRCP 37 did not authorize the sanctions awarded by the  
14 District Court against Rhonda, as a non-party. The plain language of NRCP 37(b) distinguishes  
15 sanctions available against a non-party "deponent" and a "party." The only sanctions available  
16 against a non-party are that the non-party "may be considered a contempt of court."<sup>8</sup> Yet, the  
17 District Court already denied Far West any contempt relief because the Monas' objected to Judge  
18 Hardy, the presiding District Court Judge, from holding a contempt hearing, which the District  
19 Court accepted. Ex. A-2, 2 App. 354-55. Thus, it was legally impossible for the District Court  
20 to impose sanctions against Rhonda as a non-party in her personal capacity, particularly since  
21 she was never subject to any court order. In sum, claim and/or issue preclusion principles do not  
22 apply in this matter to support Plaintiff's Countermotion.

23  
24  
25  
26 <sup>7</sup> Michael Mona did not even receive a full hearing.

27 <sup>8</sup> When interpreting the Nevada Rules of Civil Procedure, this Court applies the same rules of  
28 statutory construction. See *Marquis & Aurbach v. Dist. Ct.*, 122 Nev. 1147, 1157, 146 P.3d  
1130, 1137 (2006).

1 B. The Department 15 Ruling is Void/Voidable Because  
2 Department 15 Lacked Personal Jurisdiction over Rhonda.

3 Rhonda was not a party to the foreign judgment (Ex. A-1, 1 App. 1-7) originally obtained  
4 in California by Far West, nor was Rhonda ever made a party to the post-judgment proceedings  
5 in the District Court. As a fundamental right of due process, Far West was required to personally  
6 serve Rhonda before acquiring jurisdiction over her. *See, e.g., Browning v. Dixon*, 114 Nev. 213,  
7 218, 954 P.2d 741, 744 (1998) (explaining that service of process is required to satisfy due  
8 process). The same holds true for discovery proceedings involving non-parties, which requires  
9 personal service of a subpoena according to NRCP 45. *See Consol. Generator-Nevada, Inc. v.*  
10 *Cummins Engine Co.*, 114 Nev. 1304, 1312, 971 P.2d 1251, 1256 (1998) ("Nevada Rules of  
11 Civil Procedure 45(c) requires that a subpoena be personally served."). Due to the lack of  
12 personal service upon Rhonda, the Department 15 sanctions order should be deemed void. Ex.  
13 A-2, 2 App. 348-58.<sup>9</sup>

14 Adding insult to injury is the fact that Far West clearly understood the requirement for  
15 personal service of discovery to other non-parties. When Far West sought Rhonda's judgment  
16 debtor examination in her capacity as trustee, it went to great lengths were made to personally  
17 serve her in this representative capacity. Ex. A, Ex. A-1, 1 App. 62-90. According to Nevada  
18 law, an individual serving in a representative capacity as a trustee of a trust is not the same as an  
19 individual. *See Salman v. Newell*, 110 Nev. 1333, 1335, 885 P.2d 607, 608 (1994). Yet, when  
20 Far West moved ex parte to freeze accounts belonging to Rhonda personally, Far West made no  
21 effort to send her a subpoena or otherwise serve her personally.

22  
23  
24 <sup>9</sup> Far West's failure to serve Rhonda in her personal capacity deprived the District Court of  
25 personal jurisdiction over her. *See Houston Bus. Journal, Inc. v. Office of Comptroller of*  
26 *Currency, U.S. Dep't of Treasury*, 86 F.3d 1208, 1213 (D.C. Cir. 1996) ("In general, a state-  
27 court litigant seeking to compel a non-party to produce documents must use the state court's  
28 subpoena power or, if the non-party is beyond the jurisdiction of such court, use whatever  
procedures another state may provide."). Nevada statutes similarly conclude that a witness has a  
duty to appear and testify only when "duly served with a subpoena . . ." NRS 50.165(1); *see*  
*also* NRS 50.255(6) (excusing an obligation to appear unless the required fees are paid with the  
subpoena).

1 The fact that Far West acknowledged the requirement to personally serve Rhonda in her  
2 representative capacity, yet completely failed to serve her in her personal capacity, operates as an  
3 estoppel. See, e.g., *NOLM, LLC v. County of Clark*, 120 Nev. 736, 743, 100 P.3d 658, 663  
4 (2004) ("Judicial estoppel applies to protect the judiciary's integrity and prevents a party from  
5 taking inconsistent positions by intentional wrongdoing or an attempt to obtain an unfair  
6 advantage.") (citation and internal quotation marks omitted).

7 C. The Department 15 Ruling Is Void/Voidable Because a Separate  
8 Action was Required as to Rhonda Before Liability Can Be Imposed.<sup>10</sup>

9 As a matter of law, Far West was not permitted to add new parties, such as Rhonda, in  
10 post-judgment proceedings, even if she had been personally served. In *Callie v. Bowling*, 123  
11 Nev. 181, 186, 160 P.3d 878, 881 (2007), this Court explained that new parties cannot be added  
12 to a judgment in post-judgment proceedings based upon an alter ego theory because the new  
13 party is completely deprived of formal notice, discovery, fact finding, and an opportunity to be  
14 heard before the claim is resolved. The Court's holding in *Callie* specifically overruled the  
15 former practice of simply adding new parties to a judgment in post-judgment proceedings by  
16 amendment. See *McCleary Cattle Co. v. Sewell*, 73 Nev. 279, 317 P.2d 957 (1957).<sup>11</sup>

17  
18  
19 <sup>10</sup> Plaintiff never asserted a separate action against Rhonda like it was required to do. Now that it  
20 obtained a favorable interlocutory sanctions order in an independent case, Plaintiff now wants to  
21 institute the separate action that was originally required. It would be completely perverse for  
22 Plaintiff to now be able to obtain summary adjudication in this case based upon the defective  
23 prior proceeding.

24 <sup>11</sup> Contrary to *Callie*, the District Court relied upon *Randono v. Turk*, 86 Nev. 123, 466 P.2d 218  
25 (1970) for the notion that a judgment against Michael could be levied against Rhonda's separate  
26 property without due process. Since *Randono* violates Rhonda's due process rights, it should be  
27 overruled on the same basis that *Callie* overruled *McCleary Cattle*. According to the District  
28 Court's interpretation of *Randono*, a community debt can be levied against a non-party spouse  
when the assets are also community property, without any prior notice. Ex. A-2, 2 App. 352.  
Indeed, many of the authorities that Far West relied upon, even from other jurisdictions, lead  
back to *Randono*.

However, the fundamental flaw in the reasoning of *Randono* is that its stated holding does not  
find support within the enumerated statutes. For example, NRS 123.220 defines community  
property and its exceptions, but it does not allow an alleged community debt to be levied upon a  
spouse that is not a party to the underlying lawsuit. Many other statutes listed in *Randono* are

1 In the California litigation, Far West took steps to add other entities to the judgment as  
2 Michael's alleged alter egos. Ex. A-1, 1 App. 189. Yet, Far West did not attempt to add Rhonda  
3 to its judgment while the case was still in California. According to *Callie*, "[a] party who wishes  
4 to assert an alter ego claim must do so in an independent action against the alleged alter ego with  
5 the requisite notice, service of process, and other attributes of due process." *Id.* at 881.

6 This case is even worse than the facts in *Callie* because at least the judgment creditor  
7 there moved to amend the complaint to add the new party. In the instant case, Far West simply  
8 began attaching Rhonda's separate bank accounts on an ex parte basis. To preserve Rhonda's  
9 due process, as explicitly held by the *Callie* court, this Court should vacate the District Court's  
10 sanctions order because Far West had to initiate a new action to pursue any claims against  
11 Rhonda, personally, in the post-judgment proceedings.

12 **D. The Department 15 Ruling Is Void Because the "Ultimate"**  
13 **Sanctions Order Further Violated Rhonda's Due Process Rights.**

14 Everything about the District Court interlocutory sanctions proceeding (which was never  
15 reduced to judgment, and which Plaintiff now wishes for this Court to ratify and reduce to  
16 judgment) demonstrates that it should have never even taken place. As discussed herein, there  
17 are multiple different due process violations of Rhonda's due process rights.

18 **1. Plaintiff Failed to Meet and Confer and Improperly Sought Ex Parte Relief.**

19 Far West was required according to NRCP 37(a)(2)(A) to "include a certification that the  
20 movant has in good faith conferred or attempted to confer with the party not making the  
21 disclosure in an effort to secure the disclosure without court action." Similarly, EDCR 2.34(d)  
22

23 (continued)

24 either inapposite or no longer exist. *Id.*, 86 Nev. at 132, 466 P.2d at 223-24. When case law is  
25 not supported by the plain language of the governing statutes, the case law is no longer valid.  
26 *See, e.g., Egan v. Chambers*, 299 P.3d 364, 365 (Nev. 2013) ("While we acknowledge the  
27 important role that *stare decisis* plays in Nevada's jurisprudence, we recognize that we  
28 broadened the scope of NRS 41A.071, expanding the reach of the statute beyond its precise  
words."). Since the holding of *Randono* applied to this case does not accurately reflect the plain  
language of the referenced statutes, it should be overruled. Further, *Randono* should be  
overruled, as applied in this case, on the basis that its principles deprived Rhonda of her due  
process rights in a manner that was specifically prohibited by *Callie*.

1 mandated that Far West was to provide an affidavit of counsel that this meet and confer had  
2 taken place or the "[d]iscovery motion[]" may not be filed . . . ." Yet, Far West's motion under  
3 NRCP 37 was made ex parte and without any certification. Ex. A-1, 1 App. 127-43. No  
4 explanation was given why Far West's motion was made ex parte.

5 On what possible basis could Far West proceed in the District Court ex parte? It is hard  
6 to say because Far West did not identify any basis in its ex parte motion. Ex. A-1, 1 App. 127-  
7 43. For example, NRCP 65(b) requires an affidavit explaining why it would be impractical to  
8 give notice and to articulate the immediate and irreparable harm to seek a temporary restraining  
9 order without notice. No such affidavit was prepared in the instant case. Thus, Far West's act of  
10 failing to confer with counsel and then seeking ex parte relief to freeze Rhonda's account was  
11 nothing more than an abuse of the court process that violated Rhonda's due process rights.

12 **2. The Lack of an Evidentiary Hearing Violated Rhonda's Due Process Rights.**

13 In addition to the ex parte defect, the District Court imposed "ultimate" sanctions upon  
14 the Monas without affording them an evidentiary hearing. Despite counsel's protests for an  
15 evidentiary hearing, the District Court imposed "ultimate" sanctions without allowing an  
16 evidentiary hearing. Ex. A-2, 2 App. 296, 326. Instead, the District Court ordered the separate  
17 property in Rhonda's bank accounts to be released to satisfy Far West's judgment against  
18 Michael. Ex. A-2, 2 App. 356. According to well established Nevada law, this was reversible  
19 error. *See, e.g., Nevada Power Co. v. Fluor Illinois*, 108 Nev. 638, 837 P.2d 1354 (1992).<sup>12</sup>

20 Moreover, the need for an evidentiary hearing in a fraudulent transfer matter carries  
21 additional importance. Other courts construing the right to a trial or hearing involving UFTA  
22 claims have also allowed a hearing or a trial. *See, e.g., Workforce Solutions v. Urban Servs. of*  
23 *Am., Inc.*, 977 N.E.2d 267, 275 (Ill. App. 2012) (allowing an evidentiary hearing on a creditor's  
24

25  
26 <sup>12</sup> In *Fluor Illinois*, this Court explained that when a district court's determination that parties  
27 failed to obey an order involved factual questions as to the meaning of the order, an evidentiary  
28 hearing was required. 108 Nev. at 644, 837 P.2d at 1359. When a district court makes a liability  
determination as a discovery sanction, as in the instant case (Ex. A-2, 2 App. 357), an  
evidentiary hearing is also mandatory. *See Foster v. Dingwall*, 227 P.3d 1042, 1047 (Nev.  
2010),

1 claim under UFTA). And, the transfer between spouses does not always violate UFTA. *See*,  
2 *e.g.*, *Estes v. Titus*, 751 N.W.2d 493, 497 (Mich. 2008) ("A UFTA action will not reach such  
3 property unless both spouses are debtors on the claim that is the subject of the action."). The  
4 District Court's violation of the Monas' due process rights provides an additional basis to find  
5 the order void/voidable.

6 3. The Young/Ribeiro Factors Were Not Even Considered.

7 Although the District Court's sanctions award is premised on NRCP 37, it did not even  
8 consider the factors outlined in *Young v. Johnny Ribeiro Bldg., Inc.*, 106 Nev. 88, 787 P.2d 777  
9 (1990). As reported in *Fluor Illinois* and in numerous authorities, the weighing of the *Young*  
10 factors is mandatory before an award of sanctions can be made under NRCP 37. *Id.* Yet, neither  
11 Far West's ex parte motion, the District Court's order, nor the hearing transcript even mention  
12 *Young*. Thus, the District Court's failure to hold an evidentiary hearing or even consider the  
13 mandatory *Young* factors was an abuse of discretion that warrants this Court vacating the entire  
14 sanctions order.

15 F. The Department 15 Ruling Is Void/Voidable Because  
16 The Sanctions Order Ignores the Law Holding that Rhonda is  
17 Not Automatically Liable for the Foreign Judgment Against Michael.

18 1. The Mona's Post-Marital Property Settlement Agreement Is a Stated  
19 Exception to NRS 123.220 and Protects Rhonda's Separate Property from  
20 Execution In Connection With the Judgment Entered Against Michael.

21 As a matter of law, Rhonda is not responsible for intentional conduct by her ex-husband,  
22 Michael. According to *Jewett v. Patt*, 95 Nev. 246, 247-48, 591 P.2d 1151, 1152 (1979),  
23 Rhonda's marriage to Michael does not make her automatically liable for the foreign judgment  
24 against him, especially since the judgment was based upon fraud. Ex. A-1, 1 App. 173-93.  
25 Other courts citing *Jewett* have held that "a spouse is not personally liable for his or her spouse's  
26 intentional torts committed during marriage merely by virtue of being married." *Henry v.*  
27 *Rizzolo*, 2012 WL 1376967, at \*2 (D. Nev. 2012).

28 Other courts have reached similar results. *See Northwest Fin. v. Lawver*, 109 Nev. 242,  
246, 849 P.2d 324, 326 (1993) ("The character of [the] property acquired upon credit during

1 marriage is determined according to the intent of the lender to rely upon the separate property of  
2 the purchaser or upon a community asset.”); *In re Miller*, 517 B.R. 145, 147 (D. Ariz. 2014)  
3 (applying Arizona law and concluding that “community property cannot be reached to satisfy a  
4 guarantee of a debt of another unless both spouses sign.”); *Curda-Derickson v. Derickson*, 668  
5 N.W.2d 736, 743 (Wis. App. 2003) (“[D]ebts created by the torts of only one spouse are an  
6 exception from those debts incurred in the interest of the family.”). In fact, a bankruptcy court  
7 construing Nevada law has stated that this very issue is unresolved in Nevada law: “The question  
8 of whether community property in Nevada is liable for the judgment debt created by the tort of a  
9 spouse is one for a Nevada court not this court.” *In re Bernardelli*, 12 B.R. 123, 123 (Bankr. D.  
10 Nev. 1981).

11 Moreover, NRS 123.230 specifically limits the ability of a spouse to encumber  
12 community property, absent a power of attorney, except in certain circumstances up to half of the  
13 community property. Thus, even absent the property settlement agreement, Far West would not  
14 have been entitled to recover Rhonda’s separate property or her half of the community property.  
15 Accordingly, it was error for the District Court to conclude that the fraud judgment against  
16 Michael extended to Rhonda’s separate property.  
17

18 **2. Nevada Law Specifically Allows Written Agreements For Separate**  
19 **Property As An Exception To The Definition Of Community Property.**

20 While the District Court claimed to have construed NRS 123.220 defining community  
21 property, it avoided the stated exception in subsection 1 of the statute for “[a]n agreement in  
22 writing between the spouses.” Far West itself presented a copy of the Monas’ post-marital  
23 property settlement agreement, defining Rhonda’s separate property. Ex. A-1, 1 App. 144-56.  
24 NRS 123.070 also allows married parties to enter into contracts with each other or other persons,  
25 the same as if they were not married. Further, NRS 123.190(1) provides, “When the husband has  
26 given written authority to the wife to appropriate to her own use her earnings, the same, with the  
27 issues and profits thereof, is deemed a gift from him to her, and is, with such issues and profits,  
28 her separate property.” Important to note is that the Divorce Court found the Post-Marital

1 Agreement to be valid and enforceable with knowledge of the ongoing separate proceedings  
2 before Judge Hardy. See, Ex. D attached hereto.

3 Nevada law also clearly allows married persons to transmute separate property to  
4 community property and vice versa. See *Verheyden v. Verheyden*, 104 Nev. 342, 757 P.2d 1328  
5 (1988); see also *Sprenger v. Sprenger*, 110 Nev. 855, 858, 878 P.2d 284, 286 (1994) (stating that  
6 the transmutation of separate property into community property must be shown by clear and  
7 convincing evidence). Thus, the District Court's summary conclusion that Rhonda's separate  
8 property was subject to a community debt simply because the debt was acquired during the  
9 marriage was a misstatement of Nevada law.

10 3. At a minimum, there were factual issues regarding the nature of Rhonda's  
11 separate bank accounts because the District Court failed to trace the funds.

12 The District Court erroneously concluded that the entire property settlement agreement  
13 was a fraudulent transfer without an evidentiary hearing and without hearing testimony from the  
14 Monas. Since there were factual issues regarding the property settlement agreement, the District  
15 Court was required to hold an evidentiary hearing and trace the source of the assets before  
16 summarily concluding that the Monas committed a fraudulent transfer. See *Hardy v. U.S.*, 918  
17 F.Supp. 312, 317 (D. Nev. 1996) ("The question whether the property belongs solely to one  
18 spouse or to the marital community depends on the source of the funds with which it was  
19 acquired."); *In re Wilson's Estate*, 56 Nev. 353, 53 P.2d 339, 343 (1936) ("The community estate  
20 may be vested in either spouse, and the true character of the property is to be determined by the  
21 nature of the transaction under which it is acquired without reference to who retains the title.")  
22 (citations omitted).

23 G. The Department 15 Ruling Is Void/Voidable Because  
24 Far West Did Not Even Attempt To Comply With Any  
25 of the Execution Protocols In NRS Chapter 21 And Chapter 31.

26 An additional defect exists in the Department 15 ruling; namely, the District Court relied,  
27 in part, upon NRS 21.330 to sanction Rhonda as a non-party. Yet, this statute expressly requires  
28 a judgment creditor, such as Far West, to "institute an action" against a non-party, such as

1 Rhonda, instead of attaching her separate property and entering sanctions. Since Far West did  
2 not institute a separate action against Rhonda, the Court should, alternatively, refuse to enter  
3 summary judgment against Rhonda on this basis.

4 Even worse, the District Court did more than require Rhonda to hold her separate  
5 property while a separate action was being instituted by Far West against her. In this case, the  
6 District Court bypassed the entire process outlined by NRS 21.330 and instead ordered the funds  
7 in her account to be applied toward Far West's judgment. Ex. A-2, 2 App. 356. The language in  
8 NRS 21.320 also does not support Far West's position because it qualifies a court's ability to  
9 release property with the phrase "not exempt from execution."

10 Yet, Far West had not issued any writs of execution against Rhonda for the funds in her  
11 bank accounts. And, Rhonda did not have the opportunity to claim exemptions. Thus, the  
12 District Court abused its discretion by summarily ordering the disposal of Rhonda's separate  
13 property when Far West did not institute a separate action or commence execution proceedings.  
14 On this alternative basis, the District Court's ruling is void.

15 III.

16  
17 **AT A MINIMUM, THIS CASE SHOULD BE STAYED PENDING THE**  
18 **OUTCOME OF THE ONGOING NEVADA SUPREME COURT PROCEEDINGS**

19 At a minimum, this court should wait for the completion of the appeal in the Department  
20 15 action before proceeding further. Even if some form of collateral estoppel and/or claim  
21 preclusions principles might apply (which they do not), there is still a public policy exception  
22 that prevents the application of such doctrine. See, e.g., *Willerton v. Bassham*, 889 P.2d 823  
23 (Nev 1995) (Nevada Supreme Court articulated an exception to the doctrine of res judicata,  
24 choosing not to enforce res judicata when it would contravene an important public policy).  
25 Here, there are several important public policies at issue (e.g., fundamental due process, divorce  
26 statutes, community property principles, collection laws and exemptions therein, the effect to be  
27 given to Judge Marquis' finding that the marital settlement agreement was valid, etc.). In light  
28 of all of the issues previously briefed herein, this is a classic case where the Department 15

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1 ruling should not be summarily honored by this Court given the prejudice that is occurring and  
2 given the ongoing appeal. Accordingly, Plaintiff's Countermotion should be denied.

3 CONCLUSION

4 For all of the foregoing reasons, Plaintiff's Countermotion for summary judgment should  
5 be denied.

6 Dated this 19<sup>th</sup> day of January, 2016.

7 SANTORO WHITMIRE

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that, on the 19th day of January, 2016 and pursuant to NEFCR 9. NRCP 5(b) and EDCR 7.26, I served DEFENDANT'S OPPOSITION TO COUNTERMOTION FOR SUMMARY JUDGMENT, on all parties receiving service by electronic transmission through the Wiznet system in this action to:

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# EXHIBIT “B”

1 **ORDER**

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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 MICHAEL J. MONA, JR., an individual;  
22 RHONDA HELENE MONA, an individual;  
23 MICHAEL MONA III, an individual;  
24 LUNDENE ENTERPRISES, LLC, a Nevada  
25 limited liability corporation, DOES 1 through 10  
26 and ROE CORPORATIONS 1 through 10,  
27 inclusive,

28 Defendants.

Case No.: A-15-724490-C

Dept. No.: XXXII

Date of Hearing: February 2, 2016

Time of Hearing: 9:00 a.m.

29 **ORDER REGARDING PLAINTIFF FAR WEST INDUSTRIES'**  
30 **COUNTERMOTION FOR SUMMARY JUDGMENT**

31 The Court held a hearing regarding Plaintiff Far West Industries' Countermotion for  
32 Summary Judgment (the "Countermotion") on February 2, 2016, at 9:00 a.m. F. Thomas  
33 Edwards, Esq. and Andrea M. Gandara, Esq., of the law firm Holley Driggs Walch Fine Wray  
34 Puzey & Thompson, appeared on behalf of Plaintiff Far West Industries ("Far West"). Terry A.  
35 Coffing, Esq., of the law firm Marquis Aurbach Coffing, appeared on behalf of Defendant  
36 Michael J. Mona, Jr. James E. Whitmire, Esq., of the law firm Santoro Whitmire, appeared on  
37 behalf of Defendants Rhonda Helene Mona, Michael Mona III, and Lundene Enterprises, LLC.  
38

1 Having reviewed the papers and pleadings on file herein, hearing the argument of counsel  
2 and good cause appearing:

3 IT IS HEREBY ORDERED that the Countermotion is DENIED WITHOUT  
4 PREJUDICE;

5 IT IS FURTHER ORDERED that this Order in no way prevents Far West from seeking  
6 the judgment requested in the Countermotion from the Honorable Judge Joe Hardy in *Far West*  
7 *Industries v. Rio Vista Nevada, LLC, et. al.*, Case No. A-12-670352-F.<sup>1</sup>

8 IT IS SO ORDERED.

9 Dated this \_\_\_\_ day of February, 2016.

11 \_\_\_\_\_  
DISTRICT COURT JUDGE

12 Submitted by:

13 HOLLEY DRIGGS WALCH,  
14 FINE WRAY PUZEY & THOMPSON

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LLC*

<sup>1</sup> In making this observation, the Court is expressing no opinion as to Far West's position.

1 *Attorneys for Defendant Michael Mona, Jr.*  
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10594-01/1636456

# EXHIBIT “C”

IN THE SUPREME COURT OF THE STATE OF NEVADA

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

Petitioners,

vs.

Electronically Filed  
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Tracie K. Lindeman  
Clerk of Supreme Court

Case No.: \_\_\_\_\_

THE EIGHTH JUDICIAL DISTRICT COURT  
FOR THE STATE OF NEVADA, IN AND FOR  
THE COUNTY OF CLARK, AND THE  
HONORABLE JOE HARDY, DISTRICT  
JUDGE,

Respondents,

and

FAR WEST INDUSTRIES,

Real Party in Interest.

PETITION FOR WRIT OF MANDAMUS OR PROHIBITION

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2562301\_2

### NRAP 26.1 DISCLOSURE STATEMENT

The undersigned counsel of record certifies that the following are persons and entities as described in NRAP 26.1(a), and must be disclosed. These representations are made in order that the Justices of this Court may evaluate possible disqualification or recusal.

1. Petitioner Rhonda Helene Mona ("Rhonda") is an individual.
2. Petitioner Michael J. Mona, Jr. ("Michael") is an individual.
3. Rhonda has been represented in divorce proceedings in the District Court by Kainen Law Group, LLC, and she is represented in this Court by Lemons, Grundy & Eisenberg.
4. Michael has been represented in the District Court by Marquis Aurbach Coffing and John W. Muije & Associates, and he is represented in this Court by Marquis Aurbach Coffing.

DATED: July 17, 2015

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**ROUTING STATEMENT**

According to NRAP 17(a)(1), this case is presumptively retained by the Supreme Court because it is a proceeding invoking the Supreme Court's original jurisdiction. The issues presented in this writ petition do not fall into the exception outlined in NRAP 17(b)(8) because the issues do not involve a challenge to pretrial discovery orders or orders resolving motions in limine.

DATED: July 17, 2015

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Petitioners, Rhonda Helene Mona ("Rhonda") and Michael J. Mona, Jr. ("Mike") (collectively "the Monas"), hereby petition this Court for a writ of mandamus or prohibition to vacate the District Court's July 15, 2015 post-judgment sanctions order that subjects Rhonda's separate bank accounts to execution and orders the release of all funds in the accounts if this Court does not intervene by July 20, 2015, which is the last day of the temporary stay entered by the District Court. 2 Petitioners' Appendix ("App.") 348-58.

## INTRODUCTION

This writ petition presents important issues in the context of execution proceedings following the domestication of a foreign judgment in Nevada. Real party in interest, Far West Industries ("Far West") obtained a judgment in California against Mike and other defendants, not including Rhonda, for allegations relating to fraud. 1 App. 173-93. After the foreign judgment was domesticated in Nevada, Far West did not make any effort to "add" Rhonda to the judgment. Rhonda was deposed in her capacity as the trustee of the Mona Family Trust, wherein Far West learned of some of Rhonda's personal assets. 1 App. 163-72. After this deposition, Far West filed an ex parte motion on order shortening time to subject Rhonda's personal assets to the judgment against Mike. 1 App. 127-43. Without notice, the District Court froze several of Rhonda's personal bank accounts pending a show cause hearing. 2 App. 194-96.

In the show cause hearing, the District Court refused to allow an evidentiary hearing. Yet, the District Court's order sanctions the Monas and considers Far West's arguments of fraudulent transfer (which were never alleged in a complaint) as "established." 2 App. 357. The District Court's order also deems as "established" Far West's ability to execute upon Rhonda's personal bank accounts, even though Far West has not issued execution documents against Rhonda or given her the chance to claim exemptions. *Id.* Despite a post-marital property settlement agreement between the Monas defining Rhonda's separate property, the District Court simply discarded the agreement and considered it as a fraudulent transfer during this same show cause hearing. *Id.*; 2 App. 238-50. The Monas now seek relief from this Court to vacate the District Court's sanctions order. 2 App. 348-58. The show cause hearing was held on Thursday, July 9, 2015. 2 App. 302-47. The written order from the show cause hearing was filed on Wednesday, July 15, 2015 (2 App. 348-58) and allows a temporary stay of the order through Monday, July 20, 2015. 2 App. 358.

The Monas have also concurrently filed an emergency motion to stay the entire District Court proceedings because Far West is continuing to take measures to attach Rhonda's separate property and seek relief that is beyond the District Court's jurisdiction.

## II

### ISSUES PRESENTED AND OVERVIEW OF RELIEF REQUESTED

(1) **Lack of personal jurisdiction over Rhonda.** Rhonda was not a party to the foreign judgment (1 App. 1-7) originally obtained in California by Far West, nor was Rhonda ever made a party to the post-judgment proceedings in the District Court. As a fundamental right of due process, Far West was required to personally serve Rhonda before acquiring jurisdiction over her. *See, e.g., Browning v. Dixon*, 114 Nev. 213, 218, 954 P.2d 741, 744 (1998) (explaining that service of process is required to satisfy due process). The same holds true for discovery proceedings involving non-parties, which requires personal service of a subpoena according to NRCP 45. *See Consol. Generator-Nevada, Inc. v. Cummins Engine Co.*, 114 Nev. 1304, 1312, 971 P.2d 1251, 1256 (1998) (“Nevada Rules of Civil Procedure 45(c) requires that a subpoena be personally served.”). Due to the lack of personal service upon Rhonda, this Court should vacate the District Court’s sanctions order. 2 App. 348-58.

(2) **A separate action was needed against Rhonda.** As a matter of law, Far West was not permitted to add new parties, such as Rhonda, in post-judgment proceedings, even if she had been personally served. In *Callie v. Bowling*, 123 Nev. 181, 186, 160 P.3d 878, 881 (2007), this Court explained that new parties cannot be added to a judgment in post-judgment proceedings based upon an alter ego theory because the new party is completely deprived of formal notice, discovery, fact finding, and an opportunity to be heard before the claim is resolved. The Court’s holding in *Callie* specifically overruled the

former practice of simply adding new parties to a judgment in post-judgment proceedings by amendment. *See McCleary Cattle Co. v. Sewell*, 73 Nev. 279, 317 P.2d 957 (1957). Contrary to *Callie*, the District Court relied upon *Randono v. Turk*, 86 Nev. 123, 466 P.2d 218 (1970) for the notion that a judgment against Mike could be levied against Rhonda's separate property without due process. Since *Randono* violates Rhonda's due process rights, it should be overruled on the same basis that *Callie* overruled *McCleary Cattle*. Further, the District Court relied, in part, upon NRS 21.330 to sanction Rhonda as a non-party. Yet, this statute expressly requires a judgment creditor, such as Far West, to "institute an action" against a non-party, such as Rhonda, instead of attaching her separate property and entering sanctions. Since Far West did not institute a separate action against Rhonda, the Court should, alternatively, vacate the District Court's sanctions award on this basis.

**(3) Further violations of the Monas' procedural due process rights.** Everything about the District Court sanctions proceeding demonstrates that it should have never even taken place. Far West was required according to NRCP 37(a)(2)(A) to "include a certification that the movant has in good faith conferred or attempted to confer with the party not making the disclosure in an effort to secure the disclosure without court action." Similarly, EDCR 2.34(d) mandated that Far West was to provide an affidavit of counsel that this meet and confer had taken place or the "[d]iscovery motion[] may not be filed . . . ." Yet, Far West's motion under NRCP 37 was made ex parte and without any

certification. 1 App. 127-43. No explanation was given why Far West's motion was made ex parte.

Although the District Court imposed "ultimate" sanctions upon the Monas, the District Court refused to hold an evidentiary hearing. According to well established Nevada law, this was reversible error. *See, e.g., Nevada Power Co. v. Fluor Illinois*, 108 Nev. 638, 837 P.2d 1354 (1992). Although the District Court's sanctions award is premised on NRCP 37, it did not even consider the factors outlined in *Young v. Johnny Ribeiro Bldg., Inc.*, 106 Nev. 88, 787 P.2d 777 (1990). And, Far West did not even attempt to comply with any of the execution protocols in NRS Chapter 21 and Chapter 31.

The District Court's sanctions order also makes a binding determination on fraudulent transfer against the Monas according to NRS Chapter 112 (Uniform Fraudulent Transfer Act) ("UFTA"), again without any separate complaint against the Monas, no evidentiary hearing, and no opportunity to conduct additional discovery. The District Court's flagrant violation of the Monas' due process rights provides a third basis to vacate the sanctions order.

**(4) The post-marital property settlement agreement protects Rhonda's separate property.** According to *Jewett v. Patt*, 95 Nev. 246, 247-48, 591 P.2d 1151, 1152 (1979), Rhonda's marriage to Mike does not make her automatically liable for the foreign judgment against him, especially since the judgment was based upon fraud. 1 App. 173-93. Other courts citing *Jewett* have held that "a spouse is not personally liable for his or her spouse's

intentional torts committed during marriage merely by virtue of being married.” *Henry v. Rizzolo*, 2012 WL 1376967, at \*2 (D. Nev. 2012).

While the District Court claimed to have construed NRS 123.220 defining community property, it avoided the stated exception in subsection 1 of the statute for “[a]n agreement in writing between the spouses.” Far West itself presented a copy of the Monas’ post-marital property settlement agreement, defining Rhonda’s separate property. 1 App. 144-56. Yet, the District Court concluded that the entire agreement was a fraudulent transfer without an evidentiary hearing and without hearing testimony from the Monas. Since there were factual issues regarding the property agreement, the District Court was required to hold an evidentiary hearing and trace the source of the assets before summarily concluding that the Monas committed a fraudulent transfer. *See Hardy v. U.S.*, 918 F.Supp. 312, 317 (D. Nev. 1996) (“The question whether the property belongs solely to one spouse or to the marital community depends on the source of the funds with which it was acquired.”). The District Court’s summary treatment of this issue similarly warrants the requested extraordinary relief of vacating the District Court’s sanctions order.

### III

#### STANDARDS OF REVIEW

##### A. Standards for reviewing questions of law.

This Court reviews questions of law de novo. *See Birth Mother v. Adoptive Parents*, 118 Nev. 972, 974, 59 P.3d 1233, 1235 (2002). Statutory interpretation is a question of law which this Court reviews de novo. *See id.*

Although this Court generally reviews petitions for extraordinary relief with an abuse of discretion standard, this Court will still apply a de novo standard of review to questions of law, such as statutory interpretation, in writ petition proceedings. *See Int'l Game Tech., Inc. v. Dist. Ct.*, 124 Nev. 193, 198, 179 P.3d 556, 559 (2008) (citation omitted).

**B. Standards for reviewing discovery sanctions orders.**

This Court reviews a sanctions order for an abuse of discretion. *See Clark Cnty. Sch. Dist. v. Richardson Constr., Inc.*, 123 Nev. 382, 390, 168 P.3d 87, 93 (2007) (citation omitted). However, this Court applies a somewhat heightened standard of review when the sanction is case concluding or an ultimate sanction. *Foster v. Dingwall*, 227 P.3d 1042, 1048 (Nev. 2010) (citation omitted).

**C. Standards for reviewing petitions for writs of mandamus and prohibition.**

A writ of mandamus is available to compel the performance of an act which the law requires as a duty resulting from an office, trust or station, or to control a manifest abuse of discretion. *See Beazer Homes, Nev., Inc. v. Dist. Ct.*, 120 Nev. 575, 579, 97 P.3d 1132, 1134-35 (2004); *see also* NRS 34.160. "An abuse of discretion occurs if the district court's decision is arbitrary and capricious or if it exceeds the bounds of law or reason." *Crawford v. State*, 121 Nev. 744, 748, 121 P.3d 582, 585 (2005).

A writ of prohibition is the appropriate remedy for a lower court's improper exercise of jurisdiction. *See* NRS 34.320; *see also Smith v. Dist. Ct.*, 107 Nev. 674, 818 P.2d 849 (1991). A writ of prohibition may issue to arrest

the proceedings of a district court exercising its judicial functions, when such proceedings are in excess of the jurisdiction of the district court. *See id.* “Jurisdictional rules go to the very power” of a court’s ability to act. *Pengilly v. Rancho Santa Fe Homeowners Ass’n*, 116 Nev. 646, 649, 5 P.3d 569, 571 (2000) (citations omitted).

Although an individual can appeal a final judgment, where there is no legal remedy, extraordinary relief is justified. *See Zhang v. Dist. Ct.*, 120 Nev. 1037, 1039, 103 P.3d 20, 22 (2004), *abrogated on other grounds by Buzz Stew, LLC v. City of N. Las Vegas*, 124 Nev. 224, 181 P.3d. 670 (2008). Petitions for extraordinary writs are addressed to the sound discretion of the Court and may only issue where there is no “plain, speedy, and adequate remedy” at law. *See* NRS 34.330; *see also State ex rel. Dep’t of Transp. v. Thompson*, 99 Nev. 358, 360, 662 P.2d 1338, 1339 (1983). However, “each case must be individually examined, and where circumstances reveal urgency or strong necessity, extraordinary relief may be granted.” *See Jeep Corp. v. Dist. Ct.*, 98 Nev. 440, 443, 652 P.2d 1183, 1185 (1982) (citing *Shelton v. Dist. Ct.*, 64 Nev. 487, 185 P.2d 320 (1947)).

This Court will exercise its discretion to consider writ petitions, despite the existence of an otherwise adequate legal remedy, when an important issue of law needs clarification, and this Court’s review would serve considerations of public policy, sound judicial economy, and administration. *See Dayside Inc. v. Dist. Ct.*, 119 Nev. 404, 407, 75 P.3d 384, 386 (2003), *overruled on other*

grounds by *Countrywide Home Loans, Inc. v. Thitchener*, 124 Nev. 725, 192 P.3d 243 (2008).

In this case, a writ petition is the proper vehicle for Rhonda to seek extraordinary relief from this Court because she was not a party to the District Court litigation and cannot appeal or exercise any other remedy available at law. *See Emerson v. Dist. Ct.*, 263 P.3d 224, 227 (Nev. 2011). Although Mike is a party to the District Court litigation, the sanctions order is not appealable. 2 App. 348-58. *Cf. Peck v. Crouser*, 295 P.3d 586, 587-88 (Nev. 2013) (explaining test for orders that grow out of the final judgment to determine appealability). Mike also has a beneficial interest in maintaining Rhonda's separate property as separate, as outlined in the Monas' post-marital property settlement agreement, particularly because the Monas are currently going through a divorce. *See Secretary of State v. Nevada State Legislature*, 120 Nev. 456, 461, 93 P.3d 746, 749 (2004) (expressing that parties have standing when they have a "legally recognized interest" or "beneficial interest" in the outcome).

#### IV

#### RELEVANT FACTUAL AND PROCEDURAL BACKGROUND

##### A. The foreign judgment against Mike.

In April 2012, Far West obtained a judgment in Riverside, California against Mike, as one of four named defendants. 1 App. 1-7. The underlying findings of fact and conclusions of law recite that in a real estate development transaction, Far West prevailed on claims against Mike for: (1) intentional

misrepresentation; (2) negligent misrepresentation; (3) failure to disclose; and (4) conspiracy to commit fraud. 1 App. 190-92. Although the Mona Family Trust was not a named defendant in the California litigation, the presiding court made an alter ego finding to extend the judgment against it. 1 App. 192. No mention is made in the California order of Rhonda.

**B. Mike's initial judgment debtor examination and production of documents.**

Soon after Far West domesticated its judgment in Nevada, it began seeking Mike's judgment debtor examination on an ex parte basis, without confirming his availability. In response to Far West's document requests, Mike produced approximately 30,000 documents in 20 boxes that were delivered to Far West's counsel for physical examination. 1 App. 18. Through the document production and scheduling of Mike's debtor examination, the District Court minutes in December 2013 reflect that "the parties have conducted the judgment debtor's exam and everything is going along satisfactorily" with a status check to be set in six months. 1 App. 25.

**C. A year and a half later, Far West again seeks ex parte judgment debtor examinations.**

After a lull of nearly a year and a half, Far West then sought ex parte dates for judgment debtor examinations for Mike in his individual and trustee capacities and Rhonda in her capacity as trustee of the Mona Family Trust. 1 App. 26-29. Far West's ex parte application also contained a variety of documents that it wanted produced. *Id.* The District Court's order granted the requested relief in full and set the dates for the debtor examinations. 1 App. 70-

74. Notably, because Rhonda, in her capacity as trustee of the Mona Family Trust, was not represented, Far West first attempted to serve her personally and then later requested permission to serve her by certified or registered mail, as permitted by NRS 14.090, because Far West's process server was unable to enter the guard gated community. 1 App. 62-69. By the time that Far West eventually mailed the order setting Rhonda's judgment debtor examination, in her trustee capacity, there were only about two weeks until the examination. 1 App. 75-90. Rhonda, in her trustee capacity, provided testimony at a judgment debtor examination. 1 App. 163-72.

**D. Mike's successful protective order against Far West.**

Since Far West had a pattern of setting dates on an ex parte basis, Mike moved the District Court for a protective order for his second judgment debtor examination and given the fact that he already had his examination taken. 1 App. 91-99. Far West chose not to accommodate Mike's availability, which was documented in the declaration of Mike's counsel. 1 App. 93-94. After court intervention and a hearing, Far West had no choice but to reschedule Mike's second judgment debtor examination and the deadline for a production of additional documents. 1 App. 122-26.

**E. Far West's ex parte motion to show cause for sanctions and the District Court hearing.**

Without contacting Mike's counsel or attempting to contact Rhonda, Far West filed an ex parte motion for an order to show cause why the accounts of Rhonda Mona should not be subject to execution and why the court should not find the Monas in contempt. 1 App. 127-43. Noticeably missing from Far

West's ex parte motion is any attempt to meet and confer or why the motion was filed on an ex parte basis. *Id.* Although the ex parte motion sought relief against Rhonda personally, Far West did not make any effort to personally serve her with the motion. 2 App. 197-99. In addition to itemizing the issues at controversy in the upcoming hearing, the District Court's order granting the ex parte motion also placed a freeze on Rhonda's separate property. 2 App. 194-96. Mike filed a written opposition and objected to the entire proceeding. 2 App. 206-52.

In the hearing before the District Court, Rhonda's divorce attorneys appeared, but the District Court would not allow them to argue. 2 App. 303. Although the District Court offered to continue the hearing, it was inconsequential since Rhonda's bank accounts had already been frozen. 2 App. 317. Mike's counsel also pointed out that the orders for which Far West was seeking enforcement were ambiguous because they named Rhonda in her capacity as trustee, but Far West asked for relief against her personally. 2 App. 318. Mike's counsel, speaking in favor of Rhonda, stated:

So, Your Honor, fundamental due process issue here relates to Rhonda Mona. She's not a party. And any characterization of this Court of what her assets may or may not be subject to, must have her—she must have the opportunity to be heard, she must have the opportunity to present evidence.

2 App. 320. Despite the Monas' arguments on the procedural and substantive points against sanctions, the District Court ordered the following (2 App. 348-58):

(1) that Mike violated previous court orders for not producing the post-marital property settlement agreement, even though it was attached to Far West's ex parte motion. 1 App. 144-56; 2 App. 351.

(2) that Mike "lied" in his deposition about what he had done with \$3,406,601.10 that was the subject of the property agreement, even though the District Court would not allow Mike to clarify his statements made in a previous judgment debtor examination. 2 App. 351.

(3) that all the funds that are the subject of the Monas' property settlement agreement are community property, even though the District Court did not conduct a full tracing of the funds or hold an evidentiary hearing. 2 App. 352.

(4) the order also inaccurately reflects that a judgment debtor examination had been set for Rhonda, in her personal capacity, and that she violated court orders by failing to produce documents. 2 App. 352-53.

(5) that the Monas' failure to produce documents and the property settlement agreement constitute a sanction under NRCP 37 and a fraudulent transfer under NRS 112.180. 2 App. 355-56.

Without an evidentiary hearing, the District Court concluded that "the facts entitling Plaintiff to execute upon the bank accounts in the name of Mrs. Mona are deemed established." 2 App. 357. The District Court also prohibited the Monas from claiming any exemptions from execution relating to Rhonda's separate accounts and any funds that are subject to the property settlement

agreement. *Id.* With the exception of production of documents, the District Court stayed the effect of the order until July 20, 2015.

## V

### LEGAL ARGUMENT

#### A. The District Court never acquired personal jurisdiction over Rhonda.

##### 1. As a non-party, Rhonda should have been personally served to be subject to any discovery order.

Rhonda was not a party to the foreign judgment (1 App. 1-7) originally obtained in California by Far West, nor was Rhonda ever made a party to the post-judgment proceedings in the District Court. As a fundamental right of due process, Far West was required to personally serve Rhonda before acquiring jurisdiction over her. *See, e.g., Browning v. Dixon*, 114 Nev. 213, 218, 954 P.2d 741, 744 (1998) (explaining that service of process is required to satisfy due process). The same holds true for discovery proceedings involving non-parties, which requires personal service of a subpoena according to NRCP 45. *See Consol. Generator-Nevada, Inc. v. Cummins Engine Co.*, 114 Nev. 1304, 1312, 971 P.2d 1251, 1256 (1998) (“Nevada Rules of Civil Procedure 45(c) requires that a subpoena be personally served.”). Far West’s failure to serve Rhonda in her personal capacity deprived the District Court of personal jurisdiction over her. *See Houston Bus. Journal, Inc. v. Office of Comptroller of Currency, U.S. Dep’t of Treasury*, 86 F.3d 1208, 1213 (D.C. Cir. 1996) (“In general, a state-court litigant seeking to compel a non-party to produce documents must use the state court’s subpoena power or, if the non-party is

beyond the jurisdiction of such court, use whatever procedures another state may provide.”). Nevada statutes similarly conclude that a witness has a duty to appear and testify only when “duly served with a subpoena . . . .” NRS 50.165(1); *see also* NRS 50.255(6) (excusing an obligation to appear unless the required fees are paid with the subpoena). Due to the lack of personal service upon Rhonda, this Court should vacate the District Court’s sanctions order. 2 App. 348-58.

**2. Far West clearly understood the requirement for personal service of discovery to other non-parties.**

When Far West sought Rhonda’s judgment debtor examination in her capacity as trustee, it went to great lengths to personally serve her in this representative capacity. 1 App. 62-90. Yet, when Far West moved ex parte to freeze accounts belonging to Rhonda personally, Far West made no effort to send her a subpoena or otherwise serve her personally. According to Nevada law, an individual serving in a representative capacity as a trustee of a trust is not the same as an individual. *See Salman v. Newell*, 110 Nev. 1333, 1335, 885 P.2d 607, 608 (1994). The fact that Far West acknowledged the requirement to personally serve Rhonda in her representative capacity, yet completely failed to serve her in her personal capacity, operates as an estoppel. *See, e.g., NOLM, LLC v. County of Clark*, 120 Nev. 736, 743, 100 P.3d 658, 663 (2004) (“Judicial estoppel applies to protect the judiciary’s integrity and prevents a party from taking inconsistent positions by intentional wrongdoing or an attempt to obtain an unfair advantage.”) (citation and internal quotation marks omitted).

**3. NRCP 37 did not authorize the sanctions awarded by the District Court.**

When interpreting the Nevada Rules of Civil Procedure, this Court applies the same rules of statutory construction. *See Marquis & Aurbach v. Dist. Ct.*, 122 Nev. 1147, 1157, 146 P.3d 1130, 1137 (2006). The plain language of NRCP 37(b) distinguishes sanctions available against a non-party “deponent” and a “party.” The only sanctions available against a non-party are that the non-party “may be considered a contempt of court.” Yet, the District Court already denied Far West any contempt relief because the Monas’ objected to Judge Hardy, the presiding District Court Judge, from holding a contempt hearing, which the District Court accepted. 2 App. 354-55. Thus, it was legally impossible for the District Court to impose sanctions against Rhonda as a non-party in her personal capacity, particularly since she was never subject to any court order. Therefore, due to the District Court’s lack of personal jurisdiction over Rhonda, the entire sanctions award should be vacated on this basis.

**B. A separate action was required before imposing liability against Rhonda.**

**1. As a matter of law, Far West was not permitted to add new parties, such as Rhonda, in post-judgment proceedings, even if she had been personally served.**

As a matter of law, Far West was not permitted to add new parties, such as Rhonda, in post-judgment proceedings, even if she had been personally served. In *Callie v. Bowling*, 123 Nev. 181, 186, 160 P.3d 878, 881 (2007), this Court explained that new parties cannot be added to a judgment in post-judgment proceedings based upon an alter ego theory because the new party is

completely deprived of formal notice, discovery, fact finding, and an opportunity to be heard before the claim is resolved. The Court's holding in *Callie* specifically overruled the former practice of simply adding new parties to a judgment in post-judgment proceedings by amendment. See *McCleary Cattle Co. v. Sewell*, 73 Nev. 279, 317 P.2d 957 (1957).

In the California litigation, Far West took steps to add other entities to the judgment as Mike's alleged alter egos. 1 App. 189. Yet, Far West did not attempt to add Rhonda to its judgment while the case was still in California. According to *Callie*, "[a] party who wishes to assert an alter ego claim must do so in an independent action against the alleged alter ego with the requisite notice, service of process, and other attributes of due process." *Id.* at 881. This case is even worse than the facts in *Callie* because at least the judgment creditor there moved to amend the complaint to add the new party. In the instant case, Far West simply began attaching Rhonda's separate bank accounts on an ex parte basis. To preserve Rhonda's due process, as explicitly held by the *Callie* court, this Court should vacate the District Court's sanctions order because Far West had to initiate a new action to pursue any claims against Rhonda, personally, in the post-judgment proceedings.

2. Since *Randono v. Turk*, 86 Nev. 123, 466 P.2d 218 (1970) violates Rhonda's procedural due process rights, it should be overruled on this basis.

Contrary to *Callie*, the District Court relied upon *Randono v. Turk*, 86 Nev. 123, 466 P.2d 218 (1970) for the notion that a judgment against Mike could be levied against Rhonda's separate property without due process. Since

*Randono* violates Rhonda's due process rights, it should be overruled on the same basis that *Callie* overruled *McCleary Cattle*. According to the District Court's interpretation of *Randono*, a community debt can be levied against a non-party spouse when the assets are also community property, without any prior notice. 2 App. 352. Indeed, many of the authorities that Far West relied upon, even from other jurisdictions, lead back to *Randono*. *Id.*

However, the fundamental flaw in the reasoning of *Randono* is that its stated holding does not find support within the enumerated statutes. For example, NRS 123.220 defines community property and its exceptions, but it does not allow an alleged community debt to be levied upon a spouse that is not a party to the underlying lawsuit. Many other statutes listed in *Randono* are either inapposite or no longer exist. *Id.*, 86 Nev. at 132, 466 P.2d at 223-24. When case law is not supported by the plain language of the governing statutes, the case law is no longer valid. *See, e.g., Egan v. Chambers*, 299 P.3d 364, 365 (Nev. 2013) ("While we acknowledge the important role that *stare decisis* plays in Nevada's jurisprudence, we recognize that we broadened the scope of NRS 41A.071, expanding the reach of the statute beyond its precise words."). Since the holding of *Randono* applied to this case does not accurately reflect the plain language of the referenced statutes, it should be overruled. Further, *Randono* should be overruled on the basis that its principles deprived Rhonda of her due process rights in a manner that was specifically prohibited by *Callie*.

**3. NRS 21.330 also requires “an action” against a third party such as Rhonda.**

The District Court relied, in part, upon NRS 21.330 to sanction Rhonda as a non-party. Yet, this statute expressly requires a judgment creditor, such as Far West, to “institute an action” against a non-party, such as Rhonda, instead of attaching her separate property and entering sanctions. Moreover, the District Court did more than require Rhonda to hold her separate property while a separate action was being instituted by Far West against her. The District Court bypassed the entire process outlined by NRS 21.330 and instead ordered the funds in her account to be applied toward Far West’s judgment. 2 App. 356. The language in NRS 21.320 also does not support Far West’s position because it qualifies a court’s ability to release property with the phrase “not exempt from execution.” Yet, Far West has not issued any writs of execution against Rhonda for the funds in her bank accounts. And, Rhonda has not had the opportunity to claim exemptions. Thus, the District Court abused its discretion by summarily ordering the disposal of Rhonda’s separate property when Far West did not institute a separate action or commence execution proceedings. On this alternative basis, the Court should vacate the District Court’s sanctions award.

**C. The “ultimate” sanctions awarded against the Monas further violated their procedural due process rights.**

**1. Far West never conferred with the Monas before seeking ex parte relief from the District Court.**

Everything about the District Court sanctions proceeding demonstrates that it should have never even taken place. Far West was required according to

NRCP 37(a)(2)(A) to “include a certification that the movant has in good faith conferred or attempted to confer with the party not making the disclosure in an effort to secure the disclosure without court action.” Similarly, EDCR 2.34(d) mandated that Far West was to provide an affidavit of counsel that this meet and confer had taken place or the “[d]iscovery motion[] may not be filed . . . .” Yet, Far West’s motion under NRCP 37 was made ex parte and without any certification. 1 App. 127-43. No explanation was given why Far West’s motion was made ex parte. What good are these procedural rules designed to allow counsel to resolve their discovery differences if Far West will continue to run to the District Court without conferring every time it perceives a violation? After producing approximately 30,000 documents to Far West’s satisfaction (1 App. 25), its counsel should have conferred according to these mandatory rules before running to the Court ex parte to complain about the omitted property settlement agreement that it already had. 1 App. 144-56.

Additionally, on what possible basis could Far West proceed in the District Court ex parte? It is hard to say because Far West did not identify any basis in its ex parte motion. 1 App. 127-43. For example, NRCP 65(b) requires an affidavit explaining why it would be impractical to give notice and to articulate the immediate and irreparable harm to seek a temporary restraining order without notice. No such affidavit was prepared in the instant case. Thus, Far West’s act of failing to confer with counsel and then seeking ex parte relief to freeze Rhonda’s account was nothing more than an abuse of the court process that violated Rhonda’s due process rights.

2. An evidentiary hearing was required before the District Court could impose “ultimate” sanctions.

Despite counsel’s protests for an evidentiary hearing, the District Court imposed “ultimate” sanctions without allowing an evidentiary hearing. 2 App. 296, 326. Instead, the District Court ordered the separate property in Rhonda’s bank accounts to be released to satisfy Far West’s judgment against Mike. 2 App. 356. According to well established Nevada law, this was reversible error. *See, e.g., Nevada Power Co. v. Fluor Illinois*, 108 Nev. 638, 837 P.2d 1354 (1992). Although the District Court’s sanctions award is premised on NRCP 37, it did not even consider the factors outlined in *Young v. Johnny Ribeiro Bldg., Inc.*, 106 Nev. 88, 787 P.2d 777 (1990).

In *Fluor Illinois*, this Court explained that when a district court’s determination that parties failed to obey an order involved factual questions as to the meaning of the order, an evidentiary hearing was required. 108 Nev. at 644, 837 P.2d at 1359. When a district court makes a liability determination as a discovery sanction, as in the instant case (2 App. 357), an evidentiary hearing is also mandatory. *See Foster v. Dingwall*, 227 P.3d 1042, 1047 (Nev. 2010); *see also Fluor Illinois*, 108 Nev. at 645, 837 P.2d at 1359. Moreover, as reported in *Fluor Illinois* and in numerous authorities, the weighing of the *Young* factors is mandatory before an award of sanctions can be made under NRCP 37. *Id.* Yet, neither Far West’s ex parte motion, the District Court’s order, nor the hearing transcript even mention *Young*. Thus, the District Court’s failure to hold an evidentiary hearing or even consider the mandatory *Young*

factors was an abuse of discretion that warrants this Court vacating the entire sanctions order.

**3. The District Court lacked authority to make findings on a fraudulent transfer without giving the Monas an opportunity to present any defense.**

Even though the District Court did not allow an evidentiary hearing, it took the extreme steps of concluding that Mike “lied” (2 App. 351) and that a fraudulent transfer was conclusively established. 2 App. 357. Instead of hearing evidence, the District Court considered Mike’s statements made in a judgment debtor examination and Rhonda’s statements made in her representative capacity. Yet, as the Nevada Court of Appeals has explained, “In light of the jury’s role in resolving questions of credibility, a district court should not reject the content of an affidavit even if it is at odds with statements made in an earlier deposition.” *Nutton v. Sunset Station, Inc.*, 131 Nev. Adv. Op. No. 34, at \*23-24 (Jun. 11, 2015) (citing *Miller v. A.H. Robins Co.*, 766 F.2d 1102, 1104 (7th Cir. 1985) (“An inconsistent affidavit may preclude summary judgment . . . if the affiant was confused at the deposition and the affidavit explains those aspects of the deposition testimony or if the affiant lacked access to material facts and the affidavit sets forth the newly-discovered evidence.”); *Camfield Tires, Inc. v. Michelin Tire Corp.*, 719 F.2d 1361, 1365 (8th Cir. 1983) (an inconsistent affidavit may be accepted if it was not a sham but rather was an attempt to explain certain aspects of the confused deposition testimony and therefore was not really inconsistent) (further citations omitted)).

Thus, the only way to resolve the disputed issues was through an evidentiary hearing, not a summary proceeding that lacked due process.

Equally as troubling as the District Court's refusal to provide a defense is the District Court's summary finding of a fraudulent transfer. Instead of holding an evidentiary hearing, the District Court granted Far West ex parte relief and then refused to allow the Monas to present a defense. Other courts construing the right to a trial or hearing involving UFTA claims have also allowed a hearing or a trial. *See, e.g., Workforce Solutions v. Urban Servs. of Am., Inc.*, 977 N.E.2d 267, 275 (Ill. App. 2012) (allowing an evidentiary hearing on a creditor's claim under UFTA). And, the transfer between spouses does not always violate UFTA. *See, e.g., Estes v. Titus*, 751 N.W.2d 493, 497 (Mich. 2008) ("A UFTA action will not reach such property unless both spouses are debtors on the claim that is the subject of the action."). The District Court's flagrant violation of the Monas' due process rights provides a third basis to vacate the sanctions order.

**D. The Monas' post-marital property settlement agreement is a stated exception to NRS 123.220 and protects Rhonda's separate property from execution.**

**1. As a matter of law, Rhonda is not responsible for intentional conduct by her husband.**

According to *Jewett v. Patt*, 95 Nev. 246, 247-48, 591 P.2d 1151, 1152 (1979), Rhonda's marriage to Mike does not make her automatically liable for the foreign judgment against him, especially since the judgment was based upon fraud. 1 App. 173-93. Other courts citing *Jewett* have held that "a spouse is not personally liable for his or her spouse's intentional torts committed

during marriage merely by virtue of being married.” *Henry v. Rizzolo*, 2012 WL 1376967, at \*2 (D. Nev. 2012). Other courts have reached similar results. *See Norwest Fin. v. Lawver*, 109 Nev. 242, 246, 849 P.2d 324, 326 (1993) (“The character of [the] property acquired upon credit during marriage is determined according to the intent of the lender to rely upon the separate property of the purchaser or upon a community asset.”); *In re Miller*, 517 B.R. 145, 147 (D. Ariz. 2014) (applying Arizona law and concluding that “community property cannot be reached to satisfy a guarantee of a debt of another unless both spouses sign.”); *Curda-Derickson v. Derickson*, 668 N.W.2d 736, 743 (Wis. App. 2003) (“[D]ebts created by the torts of only one spouse are an exception from those debts incurred in the interest of the family.”). In fact, a bankruptcy court construing Nevada law has stated that this very issue is unresolved in Nevada law: “The question of whether community property in Nevada is liable for the judgment debt created by the tort of a spouse is one for a Nevada court not this court.” *In re Bernardelli*, 12 B.R. 123, 123 (Bankr. D. Nev. 1981).

Moreover, NRS 123.230 specifically limits the ability of a spouse to encumber community property, absent a power of attorney, except in certain circumstances up to half of the community property. Thus, even absent the property settlement agreement, Far West would not have been entitled to recover Rhonda’s separate property or her half of the community property. Accordingly, it was error for the District Court to conclude that the fraud judgment against Mike extended to Rhonda’s separate property.

2. Nevada law specifically allows written agreements for separate property as an exception to the definition of community property.

While the District Court claimed to have construed NRS 123.220 defining community property, it avoided the stated exception in subsection 1 of the statute for “[a]n agreement in writing between the spouses.” Far West itself presented a copy of the Monas’ post-marital property settlement agreement, defining Rhonda’s separate property. 1 App. 144-56. NRS 123.070 also allows married parties to enter into contracts with each other or other persons, the same as if they were not married. Further, NRS 123.190(1) provides, “When the husband has given written authority to the wife to appropriate to her own use her earnings, the same, with the issues and profits thereof, is deemed a gift from him to her, and is, with such issues and profits, her separate property.”

Nevada law also clearly allows married persons to transmute separate property to community property and vice versa. *See Verheyden v. Verheyden*, 104 Nev. 342, 757 P.2d 1328 (1988); *see also Sprenger v. Sprenger*, 110 Nev. 855, 858, 878 P.2d 284, 286 (1994) (stating that the transmutation of separate property into community property must be shown by clear and convincing evidence). Thus, the District Court’s summary conclusion that Rhonda’s separate property was subject to a community debt simply because the debt was acquired during the marriage was a gross misstatement of Nevada law.

3. At a minimum, there were factual issues regarding the nature of Rhonda's separate bank accounts because the District Court failed to trace the funds.

The District Court erroneously concluded that the entire property settlement agreement was a fraudulent transfer without an evidentiary hearing and without hearing testimony from the Monas. Since there were factual issues regarding the property settlement agreement, the District Court was required to hold an evidentiary hearing and trace the source of the assets before summarily concluding that the Monas committed a fraudulent transfer. *See Hardy v. U.S.*, 918 F.Supp. 312, 317 (D. Nev. 1996) ("The question whether the property belongs solely to one spouse or to the marital community depends on the source of the funds with which it was acquired."); *In re Wilson's Estate*, 56 Nev. 353, 53 P.2d 339, 343 (1936) ("The community estate may be vested in either spouse, and the true character of the property is to be determined by the nature of the transaction under which it is acquired without reference to who retains the title.") (citations omitted). The District Court's summary treatment of this issue similarly warrants the requested extraordinary relief of vacating the District Court's sanctions order.

## VI

### CONCLUSION

This Court should vacate the District Court's sanctions order for a variety of reasons. The District Court lacked personal jurisdiction over Rhonda and was unable to issue any sanctions against her, particularly with regard to her separate property. Far West violated Rhonda's due process rights by trying to

include her in post-judgment proceedings without giving her notice and without filing a separate action. The entire District Court proceeding should not have taken place because Far West did not confer with counsel before seeking ex parte relief for the discovery dispute, the District Court issued an “ultimate” sanction without allowing an evidentiary hearing, and the District Court failed to consider the mandatory *Young* factors before issuing sanctions under NRCP 37. Finally, Rhonda is not liable for the debts arising from her husband’s torts, especially in light of the property settlement agreement between the Monas. For any of these reasons, this Court should grant the requested extraordinary relief and vacate the District Court’s sanction order.

DATED: July 17, 2015

/s/ Robert L. Eisenberg  
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VERIFICATION

State of Nevada        )  
County of Washoe      }


Robert L. Eisenberg, being first duly sworn, deposes and says:

That he is a member of the law firm of Lemons, Grundy & Eisenberg, attorneys for Petitioner Rhonda Helene Mona in the above-entitled Petition; he has obtained copies of district court papers relating to this case, and he is familiar with the facts and circumstances set forth in the Petition; and that he knows the contents thereof to be true, based on the information he has received, except as to those matters stated on information and belief, and as to those matters, he believes them to be true.

This verification is made pursuant to NRS 15.010.

  
ROBERT L. EISENBERG

Subscribed and sworn before me  
on the following date: July 17, 2015

  
Notary Public



VERIFICATION

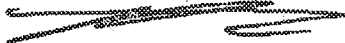
State of Nevada        )

County of Clark        )

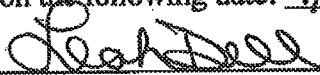
Micah S. Echols, being first duly sworn, deposes and says:

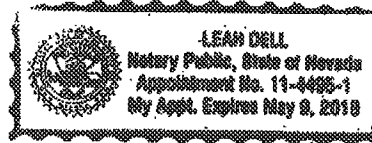
That he is a member of the law firm of Marquis Aurbach Coffing, attorneys for Petitioner Michael J. Mona, Jr. in the above-entitled Petition; he has obtained copies of district court papers relating to this case, and he is familiar with the facts and circumstances set forth in the Petition; and that he knows the contents thereof to be true, based on the information he has received, except as to those matters stated on information and belief, and as to those matters, he believes them to be true.

This verification is made pursuant to NRS 15.010.

  
MICAH S. ECHOLS

Subscribed and sworn before me  
on the following date: 7/17/15

  
Notary Public



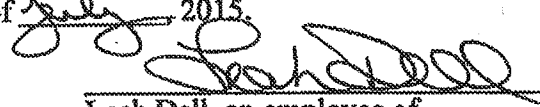
CERTIFICATE OF SERVICE


Pursuant to NRAP 25(1), I certify that I am an employee of Marquis Aurbach Coffing and that on this date I caused to be served at Las Vegas, Nevada, a true copy of the Petition for Writ of Mandamus or Prohibition and Petitioners' Appendix addressed to:

The Honorable Joe Hardy  
Eighth Judicial District Court, Dept. 15  
200 Lewis Avenue  
Las Vegas, Nevada 89155  
*Via Hand Delivery*

F. Thomas Edwards  
Andrea M. Gandara  
Holley Driggs Walch  
Fine Wray Puzey & Thompson  
400 South Fourth Street, Third Floor  
Las Vegas, Nevada 89101  
tedwards@nevadafirm.com  
agandara@nevadafirm.com  
*Via Email*

DATED this 17th day of July 2015.

  
\_\_\_\_\_  
Leah Dell, an employee of  
Marquis Aurbach Coffing

  
CLERK OF THE COURT

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7 Facsimile: 702/791-1912  
*Attorneys for Plaintiff, Far West Industries*

8  
9 **DISTRICT COURT**

10 **CLARK COUNTY, NEVADA**

11 FAR WEST INDUSTRIES, a California  
corporation,

12 Plaintiff,

13 v.

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

17 Defendants.

Case No: A-12-670352-F

Dept. No.: XV

**PLAINTIFF FAR WEST INDUSTRIES'  
REPLY TO MONA'S OPPOSITION TO  
FAR WEST'S MOTION FOR  
DETERMINATION OF PRIORITY OF  
GARNISHMENT AND OPPOSITION TO  
COUNTERMOTION TO DISCHARGE  
GARNISHMENT AND FOR RETURN OF  
PROCEEDS**

**Date of Hearing: March 21, 2016  
Time of Hearing: 9:00 a.m.**

18  
19  
20 Plaintiff FAR WEST INDUSTRIES ("Far West"), by and through its attorneys, F.  
21 THOMAS EDWARDS, ESQ. and ANDREA M. GANDARA, ESQ. of the law firm of HOLLEY  
22 DRIGGS WALCH FINE WRAY PUZEY & THOMPSON, hereby submits this reply in support  
23 of its Motion for Determination of Priority of Garnishment (the "Motion") and opposition to  
24 Michael J. Mona, Jr.'s ("Mr. Mona") Countermotion to Discharge Garnishment and for Return  
25 of Proceeds (the "Countermotion").

26 In his Opposition to the Motion and Countermotion, Mr. Mona spends roughly 20 pages  
27 trying to figure out how to properly calculate the garnishment withholdings in this case. The  
28

1 proper calculation method for this *exact* situation is succinctly provided for in the Code of  
2 Federal Regulations. However, because Mr. Mona does not like the result dictated by the Code  
3 of Federal Regulations, he fails to disclose the proper calculation method to the Court.

4 Moreover, Mr. Mona relies upon non-controlling and unpersuasive authority regarding  
5 garnishment priority while completely ignoring the plain language of controlling Nevada law  
6 which specifically provides that “the court shall determine the priority” if a “garnishee is the  
7 subject of more than one writ of garnishment.” NRS 31.249(5). This is exactly what Far West is  
8 asking this court to do in its motion. Indeed, NRS 31.249(5) only provides priority to writs of  
9 garnishment for the collection of child support,<sup>1</sup> not spousal support such as the award of  
10 alimony to Mr. Mona’s ex-wife, Rhonda Mona (“Ms. Mona”) (collectively, Mr. Mona and Ms.  
11 Mona are referred to as the “Monas”) in the Monas’ sham divorce. Giving priority to Far West’s  
12 garnishment over Ms. Mona’s alimony is appropriate because it comports with federal and  
13 Nevada law. Mr. Mona’s suggestion that Ms. Mona’s alimony will always have priority to  
14 creditor garnishments because she never has to renew the support order has no support in Nevada  
15 law and would improperly create a judicial priority scheme in complete contradiction to  
16 legislative intent.

17 As to Mr. Mona’s request for discharge of the writ, his scant analysis fails to address the  
18 applicable statute of NRS 31.200, and therefore the request should be denied. Finally, Mr. Mona  
19 provides no controlling legal support as to why Far West, as opposed to his employer,  
20 CannaVest Corp. (“Cannavest”), should return funds to him. In fact, for prior garnishments, Mr.  
21 Mona himself has been the person acting on behalf of Cannavest to respond to Far West’s writs  
22 of garnishment, such that if there have been overpayments he has himself (or his counsel) to

23 ///

24 ///

25 ///


26 ///

27 <sup>1</sup> The Monas’ Divorce Decree naturally does not include an order for child support as the Monas’  
28 children are both adults and are living on their own.

1 blame and should not be allowed to shift the consequences of his and his employer's mistakes  
2 onto Far West.

3 Dated this 14<sup>th</sup> day of March, 2016.

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 **MEMORANDUM OF POINTS AND AUTHORITIES**

15 **I.**

16 **ADDITIONAL BACKGROUND<sup>2</sup>**

17 Far West has been continually garnishing Mr. Mona's Cannavest earnings since  
18 December 2013. See Case Summary for Case 13LVTC044201, *Far West Industries v. Mona*,  
19 attached to the Motion as Exhibit 2. In response to a writ of garnishment in July 2015, Mr.  
20 Mona, the CEO, President, and Director of Cannavest, approved of Far West's garnishment of  
21 \$1,945.42 of his wages. See Writ of Garnishment With Answers to Interrogatories from  
22 Cannavest, Signed by Mr. Mona on June 19, 2015, attached hereto as Exhibit 8. Cannavest's  
23 most recent answers to interrogatories in Far West's Writ of Garnishment reflect that Mr.  
24 Mona's assistant, Kathleen Kelleher, performed the task of calculating the garnishment amount  
25 from Mr. Mona's wages, no doubt with the prior approval of Mr. Mona as she is Cannavest's  
26 only Las Vegas employee other than Mr. Mona.<sup>3</sup> See Writ of Garnishment With Answers to  
27 Interrogatories from Cannavest, attached to the Motion as Exhibit 5.

28 <sup>2</sup> The background facts from the Motion are incorporated by reference herein. See Motion at 3-5.

<sup>3</sup> See Transcript of Michael J. Mona, Jr.'s Judgment Debtor Examination ("Mr. Mona's JDE Transcript"), dated June 30, 2015, attached hereto as Exhibit 9, at 58:8-16, 65:10-14, 139:3-8;

1 In the interim of Far West's garnishments, the Monas appealed a sanction order of this  
2 Court and obtained a stay not only of that order but all of Far West's collection proceedings  
3 beginning on July 20, 2015 and continuing through November 30, 2015. Immediately after the  
4 stay expired, on December 1, 2015, Far West proceeded to renew its writ of garnishment of Mr.  
5 Mona's Cannavest earnings.

6 The Monas exploited the stay to effectuate a sham divorce through which Mr. Mona  
7 stipulated to a \$10,000.00 monthly alimony award for Ms. Mona, among other fraudulent  
8 transfers. See Decree of Divorce, filed July 23, 2015, attached to the Motion as Exhibit 7.  
9 Despite the divorce, Ms. Mona has recently produced financial documents that indicate she is  
10 continuing to pay household expenses for the Monas' Las Vegas and San Diego residences, such  
11 as county real property taxes and community association dues. See Redacted Bank Records for  
12 Ms. Mona, attached hereto as Exhibit 11. These payments only confirm that the Mona's divorce  
13 was a sham effectuated to hinder, delay and defraud Far West in its efforts to collect upon the  
14 Judgment.

## 15 II.

### 16 LEGAL ANALYSIS

17 Mr. Mona incorrectly asserts that Far West is seeking to garnish his wages in violation of  
18 the maximum 25 percent for non-support garnishments allowed under federal and Nevada law  
19 when in reality Far West is only asking this Court to determine priority of the garnishments,  
20 which is exactly what is permitted and mandated by law. See 15 U.S.C. § 1673(a); NRS  
21 31.295(2)(a). As discussed, *infra*, the Consumer Credit Protection Act defers to state law as to  
22 priority of garnishments when there is more than one garnishment. Accordingly, because  
23 Nevada law only gives priority to child support orders, not alimony payments, this Court should  
24 adhere to NRS 31.295(2)(a) and proceed with the determination of priority with respect to the  
25 two garnishments.

26  
27 (continued)

28 see also Transcript of Rhonda Mona's Judgment Debtor Examination ("Ms. Mona's JDE  
Transcript"), dated June 26, 2015, attached hereto as Exhibit 10, at 62:20-63:3.

1           **A. Support Orders Have No Garnishment Priority in Nevada**

2           The Opposition falsely claims that the Consumer Credit Protection Act holds that Mr.  
3           Mona's alimony payments to Ms. Mona should take priority over Far West's judgment  
4           garnishment. This could be no further from the truth as the Department of Labor's implementing  
5           regulations specifically notes that the Consumer Credit Protection Act "contains no provisions  
6           controlling the priorities of garnishments." 29 C.F.R. § 870.11(a)(2) . In fact, the Department of  
7           Labor's implementing regulation is quite clear that "when there is more than one garnishment ...  
8           the priority is determined by State law." *Id.* Here, Nevada law explicitly provides that "the court  
9           shall determine the priority" if a "garnishee is the subject of more than one writ of garnishment."  
10          NRS 31.249(5). In Nevada, priority is only given to child support, not alimony payments to a  
11          former spouse. *Id.*

12          Indeed, the cases cited by Mr. Mona all universally hold that the Consumer Credit  
13          Protection Act does not seek to establish any order of priority among garnishments. *See Long*  
14          *Island Trust Co. v. U.S. Postal Serv.*, 647 F.2d 336, 338 (2d Cir. 1981) ("[W]e note that the Act  
15          does not seek to establish any order of priority among garnishments."); *see also Commonwealth*  
16          *Edison v. Denson*, 144 Ill. App. 3d 383, 386 N.E.2d 1186, 1189 (Ill. App. Ct. 1986) same); *Voss*  
17          *Prods. Inc. v. Carlton*, 147 F.Supp.2d 892, 896 (E.D. Tenn. 2001) (holding that the Consumer  
18          Credit Protection Act "does not seek to establish any order of priority among garnishments"),  
19          *Marshall v. Dist. Court for Forty-First-b Judicial Dist. of Michigan, Mount Clemens Div.*, 444 F.  
20          Supp. 1110, 1116 (E.D. Mich. 1978) ("Establishing the order of priority between or among  
21          garnishment orders ... is not governed by the Act and is governed by State law.).

22          As discussed, *supra*, the Department of Labor's implementing regulations, later codified  
23          in the Code of Federal Regulations, further confirms that priority is a state law matter in absence  
24          of another applicable federal law and provides an example directly on point with Far West's  
25          request for priority in the Motion:

26                       Compliance with the provisions of section 303(a) and (b) [15  
27                       U.S.C. § 1673(a) and (b)] may offer problems when there is more  
28                       than one garnishment. In that event the priority is determined by  
                          State law or other Federal laws as **the CCPA contains no**  
                          **provisions controlling the priorities of garnishments.** However,

1 in no event may the amount of any individual's disposable earnings  
2 which may be garnished exceed the percentages specified in  
3 section 303. To illustrate:

4 (iii) If 25% of an individual's disposable earnings were  
5 withheld pursuant to an ordinary garnishment which is subject  
6 to the restrictions of section 303(a), and the garnishment has  
7 priority in accordance with State law, the Consumer Credit  
8 Protection Act permits the additional garnishment for the  
9 support of any person of only the difference between 25% and  
10 the applicable percentage (50-65%) in the above quoted section  
11 303(b).

12 29 C.F.R. § 870.11(b)(2) and (b)(2)(iii) (emphasis added).

13 This federal regulation clearly shows that an ordinary garnishment may have priority over  
14 a garnishment for the support of former spouse, as allowed by state law. Stated alternatively,  
15 this federal regulation conclusively shows that federal law does not require priority for a  
16 garnishment for support of a former spouse. Under this formula, Cannavest should withhold  
17 wages as follows, which would comply with both Nevada and federal law:

18	Biweekly salary	\$ 11,538.46	
19	Federal tax	(\$3,127.70) <sup>4</sup>	
20	Social Security	(\$712.01)	
21	Medicare	(\$166.52)	
22	Disposable earnings	\$ 7,532.23	
23	Amount to Far West	\$ 1,883.06	(\$7,532.23 x 25%)
24	Amount to Ms. Mona	\$ 2,636.28	(7,532.23 x 35%)
25	Total to creditors	\$ 4,519.33	(\$1,883.06 + 2,636.28) <sup>5</sup>
26	Remaining to Mona	\$ 3,012.90 <sup>6</sup>	(40% of disposable earnings)

27 <sup>4</sup> These federal tax withholdings are disproportionately high, which suggest that Mr. Mona is  
28 improperly utilizing his federal tax withholdings to reduce the amount Far West can garnish.

<sup>5</sup> This sum is approximately 60% of Mr. Mona's disposable earnings. Under some  
circumstances, this amount may increase to 65% of disposable earnings, which would increase  
the amount to Ms. Mona, but would not affect the amount to Far West. See 15 U.S.C. § 1673(b)  
and 29 C.F.R. 870.11(b)(1).

<sup>6</sup> This amount is more than enough for Mr. Mona to live on, considering that Roen and Ms.  
Mona continue to pay Mr. Mona's living expenses (e.g., mortgage, vehicle, associate dues, etc.).

1 Mr. Mona has not, because he cannot, point to any applicable federal authority supporting  
2 his position that Ms. Mona's spousal support is entitled to priority over Far West's garnishment.  
3 The sole federal statute he cites to, 28 U.S.C. § 3205, is only relevant for collection of federal  
4 debts as Mr. Mona concedes. *See* Mr. Mona's Opposition and Countermotion at 22:19-24. Far  
5 West's Judgment is not a writ of garnishment issued pursuant to 28 U.S.C. § 3205 and therefore  
6 the priority structure in that provision provides no basis for denying the Motion.

7 Further, Mr. Mona's non-Nevada authority regarding garnishment priority for support  
8 orders is wholly inapplicable because it either relies upon statutes that provide priority for all  
9 support orders or involves cases where the order is for child support. Here, there is no priority  
10 granted to alimony awards in Nevada and this case does not involve child support. *Compare*  
11 NRS 31.249(5) (garnishment priority given only to writs of garnishment for child support) *with*  
12 *Long Island*, 647 F.2d at 339 (citing New York law statute granting priority to support order);  
13 *Donovan v. Hamilton County Municipal Court*, 580 F.Supp. 554, 555 and 556 (S.D. Ohio 1984)  
14 (involving court ordered involuntary wage assignment for child support order that was entered  
15 before creditor obtained judgment and there was no dispute that child support order had priority  
16 over creditor garnishment); *Commonwealth Edison*, 144 Ill. App. 3d at 387, 494 N.E. 2d at 1189  
17 (citing Illinois statute granting priority to support orders regardless of timing in relation to  
18 creditor garnishment); *Lough v. Robinson*, 111 Ohio App. 3d 149, 153, 675 N.E. 2d 1272, 1275  
19 n.4 (citing Ohio statute granting priority to support order in case involving child support); *Voss*  
20 *Prods*, 147 F.Supp. 2d at 896 (citing Tennessee statute granting priority to support order in case  
21 involving child support); *Union Pac. R.R. v. Trona Valley Fed. Credit Union*, 2002 WY 165, 57  
22 P.3d 1203, 1208 (Wyo. 2002) (citing Wyoming statute granting priority to support order in case  
23 involving child support); *In re Borochoy*, 2008 WL 2559433, \*3 (Bankr. Haw. June 23, 2008)  
24 (citing Hawaii statute granting priority to child support order and making unsupported statement  
25 that all "family" support orders are entitled to priority).<sup>7</sup>

26  
27 <sup>7</sup> The same is true for the law Mr. Mona cites in the Opposition at pages 22-30: Arizona (citing  
28 ARIZ. REV. STAT. § 12-15598.14(A) that places non-support order in inferior position to those for  
the support of a person); California (citing CAL. CIV. PROC. CODE § 699.510 that grants priority  
to writs of execution for orders and judgments for spousal support); Florida (citing FLA. STAT. §

1 While other states grant spousal support orders garnishment priority, it would be  
2 improper to impute those statutory structures here because Nevada's legislature has not done  
3 so. Under the canon of construction *expressio unius est exclusio alterius*, the fact that the  
4 Legislature specifically granted garnishment priority to child support orders but not to spousal  
5 support awards weighs against Mr. Mona's argument that Ms. Mona's spousal support should be  
6 given priority over Far West's garnishment. See *State v. Javier C.*, 128 Nev. Adv. Op. 50, 289  
7 P.3d 1194, 1197 (2012) (stating that Nevada follows the maxim *expressio unius est exclusio*  
8 *alterius*, which means that "the expression of one thing is the exclusion of another.").

9 Finally, based upon financial records Ms. Mona recently provided to Far West, it appears  
10 that the alimony she is receiving from Mr. Mona's Cannavest wages is being used for the  
11 Monas' collective post-divorce household expenses. See Redacted Bank Records for Ms. Mona,  
12 Exhibit 11. This further supports why the Monas' sham divorce and stipulated alimony are  
13 nothing more than an attempt to hinder, delay, and further defraud Far West in its execution upon  
14 the Judgment. This egregious behavior should not be rewarded by allowing Mr. Mona to use the  
15 alimony award as a pretext to divert money away from Far West's legitimate collection efforts.

16 **B. Nevada Law Provides That Far West's Judgment Should be Given Priority Over**  
17 **the Divorce Decree**

18 Far West agrees that Nevada case law on the issue of priority between competing claims  
19 is limited. Nonetheless, the case of *First Interstate Bank of Cal. v. H.C.T.*, 108 Nev. 242, 828  
20 P.2d 405 (1992), articulates the basic rule that priority depends upon "which interest is first in

(continued)

21 61.1301 and FLA. R. CIV. P. 1.550(b) that provide priority to support for alimony and child  
22 support orders); Illinois (citing 735 ILL. COMP. STAT. 5/12-808 that provides priority for spousal  
23 and child support orders); Indiana (citing IOWA CODE § 24-4.5-5-105 that provides priority for  
24 support orders); New Jersey (citing N.J. STAT. 2A:17-56.10(b) that provides priority for alimony,  
25 maintenance and child support); New York (citing to *Gen. Motors Acceptance Corp. v. Metro.*  
26 *Opera Ass'n, Inc.*, 98 Misc. 2d 307, 308, 413 N.Y.S.2d 818 (App. Term 1978) that in turn cites  
27 to support order priority statute, PERS. PROP. § 49-b)); Pennsylvania (citing PA. CONS. STAT.  
28 Title 42 § 8127(b) that provides priority to support orders); Rhode Island (citing to 15 R.I. Gen.  
Law § 15-5-25(f) that provides priority to support orders); Tennessee (citing TENN. CODE ANN. §  
36-5-501(i)(1) that provides priority to support orders); Texas (citing to TEX. FAM. CODE § 8.105  
that provides priority to spousal maintenance); Washington (citing to WASH. REV. CODE  
26.23.060 that provides priority to support orders); and Wyoming (citing *Union Pac. R.R. v.*  
*Trona Valley Fed. Credit Union*, 2002 WY 165, 57 P.3d 1203, 1208 (Wyo. 2002) that in turn  
cites to child support priority statutes, WYO. STAT. ANN. §§ 1-15-408; 1-15-504; and 20-6-  
210(b)).

1 time.” Mr. Mona argues that this case is not applicable. *See* Opposition, 27:9-14. While the  
2 facts of *First Interstate* are certainly distinguishable, the principle that priority depends upon  
3 “which interest is first in time” does not seem to be disputed. *First Interstate*, 108 Nev. at 246,  
4 828 P.2d at 408. In fact, Mr. Mona cited to case law for the exact same proposition. *See*  
5 Opposition, 26:11-13 (“*See e.g. Voss Products, Inc.*, at 896 (between garnishments of the same  
6 type, the prior in time is to be satisfied first); 28 U.S.C. § 3205(8) (writs issued under this section  
7 shall have priority over writs which are issued later in time).”).

8 The question is: When does the interest arise for determining priority? In *First Interstate*,  
9 the Nevada Supreme Court quoted a Sixth Circuit case as stating, “the rights of the parties are  
10 determined from the date of the award.” *First Interstate*, 108 Nev. at 246, 828 P.2d at 407  
11 (quoting *Marion Mfg. Co. v. Long*, 588 F.2d 538, 541 (6th Cir.1978)). The Nevada Supreme  
12 Court then stated “[w]e agree with the Sixth Circuit.” *First Interstate*, 108 Nev. at 246, 828 P.2d  
13 at 408. Under this simple test, Far West’s April 27, 2012 Judgment pre-dates the Divorce  
14 Decree dated July 23, 2015 (by more than three years), such that Far West’s Judgment is entitled  
15 to priority. As both Far West’s Judgment and the Divorce Decree are simply court orders stating  
16 that Mr. Mona owes money to another party, there is no reason to treat one differently than  
17 another. The only distinguishing factor is the date that they were entered. Thus, Far West’s  
18 earlier Judgment should have priority over the later Divorce Decree.

19 In *First Interstate*, the Nevada Supreme Court concluded that one of the creditor’s  
20 interests vested when it first served the writ of garnishment against the asset being garnished.  
21 *First Interstate*, 108 Nev. at 246, 828 P.2d at 408. While Far West believes that this conclusion  
22 is based upon distinguishing circumstances not present here,<sup>8</sup> even if the Court were to use the  
23 date of the first garnishment, Far West would prevail. Far West first garnished Mr. Mona’s  
24 wages with Cannavest on December 13, 2013. *See*, Ex. 8. It is not clear when, if ever, Ms.

25 <sup>8</sup> This creditor argued that its interest did not arise until it served a writ of garnishment upon the  
26 property and the Nevada Supreme Court accepted this argument without further analysis. *First*  
27 *Interstate*, 108 Nev. at 245, 828 P.2d at 407 (“FICAL argues that its interest in the CD attached  
28 on August 20, 1990, which its writ of garnishment was served . . .”). Moreover, the creditors  
were seeking to collect upon a particular asset, a Certificate of Deposit, requiring a one-time  
garnishment, as opposed to an income stream as in the present case.

1 Mona garnished Mr. Mona's wages with Cannavest. Nonetheless, even if Ms. Mona did garnish  
2 Mr. Mona's Cannavest wages, she could not have done so before the entry of the Divorce Decree  
3 on July 23, 2015. Thus, Far West's garnishment of the Cannavest wages pre-dates Ms. Mona's  
4 garnishment (if any) and Far West would be entitled to priority even under this alternative test.

5 Finally, the *First Interstate* Court also concluded that "an assignment takes priority over a  
6 writ of garnishment only to the extent that the consideration given for the assignment represents  
7 an antecedent debt or present advance." *First Interstate*, 108 Nev. at 246, 828 P.2d at 408  
8 (emphasis added) (citing *Board of Trustees v. Durable Developers*, 102 Nev. 401, 415, 724 P.2d  
9 736, 746 (1986)). The Divorce Decree states that the \$10,000.00 per month alimony "shall be  
10 paid via direct wage assignment through Husband's employer." See Ex. 7 to the Motion, 3:12-  
11 16 (emphasis added). This assignment of wages through the Divorce Decree was court ordered,  
12 as opposed to consideration for an antecedent debt or present advance. As the assignment of  
13 wages through the Divorce Decree only takes priority over Far West's garnishment if the  
14 assignment was given in consideration for an antecedent debt or present advance, the Divorce  
15 Decree cannot have priority over Far West's garnishment (or Judgment). Therefore, regardless  
16 of the test used, *First Interstate* makes clear that Far West's Judgment must be given priority  
17 over the Divorce Decree.

18 Mr. Mona attempts to make new law in Nevada by arguing that Ms. Mona's alimony  
19 award should have priority over Far West's garnishment because Far West's prior garnishment  
20 expired. However, the Monas' stay pending appeal prevented Far West from renewing its  
21 garnishment for more than four months, from July 20, 2015 through November 30, 2015.  
22 Immediately after the stay expired, on December 1, 2015, Far West proceeded to obtain a new  
23 garnishment for Mr. Mona's Cannavest wages. It would be inherently unjust to allow Mr. Mona  
24 to now claim that Far West lost its "first in time" position to Ms. Mona's alimony award when it  
25 was the Monas' actions that prevented Far West from renewing its garnishment sooner.

26 Further, Mr. Mona's proposed theory that Ms. Mona's alimony award will always pre-  
27 date Far West's garnishment would essentially create a judicial priority for support orders where  
28 the Nevada legislature has indicated a contrary intent. See NRS 31.249(5). The now \$25 million

1 debt Mr. Mona owes Far West for his fraudulent conduct pre-dates Mr. Mona's voluntary wage  
2 assignment for Ms. Mona's support by well over three years and, accordingly Far West should  
3 be granted priority.

4 **C. There is No Basis to Discharge Far West's Garnishment**

5 Mr. Mona's Countermotion to discharge Far West's garnishment should be denied for  
6 two reasons. First, he has not addressed the applicable standards under NRS 31.200, which  
7 provide grounds for discharge of an attachment (e.g., the writ was improperly issued; the  
8 property levied upon is exempt, the levy is excessive, etc.). Moreover, under NRS 31.200(1)(c),  
9 at most Mr. Mona would be allowed to discharge the amount of Far West's garnishment that  
10 exceeds what is permitted under federal and Nevada law. However, granting Far West first  
11 priority to 25 percent of Mr. Mona's Cannavest earnings is in complete compliance with the  
12 applicable federal and Nevada maximums. As such, there is no excess amount by which Far  
13 West's writ of garnishment should be reduced.

14 **D. Any Liability for Excess Garnishment Falls Upon the Employer, Cannavest**

15 Contrary to Mr. Mona's unsupported argument that Far West has an obligation to  
16 calculate the wages paid to it by Cannavest, his complaints regarding over-garnishment of his  
17 Cannavest earnings should be directed at himself and his employer. Mr. Mona, CEO, President,  
18 and Director of Cannavest, has even signed off on a writ of garnishment that he now claims was  
19 improper. *See* Writ of Garnishment With Answers to Interrogatories from Cannavest, Signed by  
20 Mr. Mona on June 19, 2015, Exhibit 8; Mr. Mona's Opposition and Countermotion at 19:6-21.  
21 Further, he has never claimed an exemption in response to Far West's writs of garnishment. *See*  
22 *generally* NRS 31.045(2) (setting forth procedure for claiming exempt property including ten  
23 day period within which to provide copy of claim of exemption). Far West should not be held  
24 responsible for Mr. Mona's failures with respect to withholdings of his earnings that he has  
25 controlled and supervised.

26 The only case Mr. Mona cites as support for a return of garnished funds is *Lough v.*  
27 *Robinson*, 111 Ohio App.3d 149, 155-56, 675 N.E.2d 1272, 1276. The *Lough* court merely held  
28 that the funds wrongfully withheld by the employer must be returned to the employee. *Id.* at 111

1 Ohio App. 3d at 155, 675 N.E.2d at 1276 ("Therefore, the entire amount that was withheld by the  
2 employer for the creditor garnishment was excess and should have been returned to appellant.").  
3 This non-controlling authority never held that the judgment creditor must return the funds and  
4 appears to imply that the funds should be returned by the employer. *Id.* Mr. Mona has pointed  
5 to no authority where a judgment creditor was required to return funds that an employee claims  
6 were overpaid. Therefore, to the extent Mr. Mona, Cannavest and their counsel miscalculated  
7 the amounts Cannavest should have withheld from Mr. Mona's wages, Mr. Mona must seek  
8 reimbursement from Cannavest.


9 **III.**

10 **CONCLUSION**

11 For the foregoing reasons, Far West respectfully requests that this Court grant Far West  
12 priority for its garnishment of Mr. Mona's Cannavest earnings before Ms. Mona's alimony and  
13 deny Mr. Mona's Countermotion to discharge Far West's garnishment and for return of his  
14 previously garnished wages.

15 Dated this 14<sup>th</sup> day of March, 2016.

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

18   
19 F. THOMAS EDWARDS, ESQ.  
20 Nevada Bar No. 9549  
21 ANDREA M. GANDARA, ESQ.  
22 Nevada Bar No. 12580  
23 400 South Fourth Street, Third Floor  
24 Las Vegas, Nevada 89101  
25 *Attorneys for Plaintiff, Far West Industries*  
26  
27  
28

1 **CERTIFICATE OF SERVICE**

2 I HEREBY CERTIFY that on March 14, 2016, pursuant to EDCR 8.05 and NRCP 5(b), I  
3 caused to be served electronically using the Court's E-File & Serve System, a true and correct  
4 copy of the foregoing **PLAINTIFF FAR WEST INDUSTRIES' REPLY TO MONA'S**  
5 **OPPOSITION TO FAR WEST'S MOTION FOR DETERMINATION OF PRIORITY OF**  
6 **GARNISHMENT AND OPPOSITION TO COUNTERMOTION TO DISCHARGE**  
7 **GARNISHMENT AND FOR RETURN OF PROCEEDS** to the parties below:  
8

9 Aurora M. Maskall, Esq.  
10 David S. Lee, Esq.  
11 LEE, HERNANDEZ, LANDRUM &  
12 GARAFALO  
13 7575 Vegas Drive, #150  
14 Las Vegas, NV 89128

15 James E. Whitmire, Esq.  
16 SANTORO WHITMIRE  
17 10100 West Charleston Boulevard,  
18 Suite 250  
19 Las Vegas, Nevada 89135  
20 *Attorney for Rhonda Helene Mona*

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

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

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

# EXHIBIT 8

# EXHIBIT 8

COPY

1 WRTG  
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  
301 E. Carson Ave., 5th Floor  
Las Vegas, NV 89135

27 **WRIT OF GARNISHMENT**

28 **THE STATE OF NEVADA TO:**

29 **CannaVEST Corp., Garnishee**  
30 **2688 S. Rainbow Blvd., Ste. B**  
31 **Las Vegas, NV 89146**

32 You are hereby notified that you are attached as garnishee in the above entitled action  
33 and you are commanded not to pay any debt from yourself to Michael J. Mona, Jr.,  
34 ("Defendant"), and that you must retain possession and control of all personal property, money,  
35 credit, debts, effects and choses in action of said Defendant in order that the same may be dealt  
36 with according to law. Where such property consists of wages, salaries, commissions or  
37 bonuses, the amount you shall retain be in accordance with 15 U.S.C. § 1673 and NRS 31.295.

1 Plaintiff, Far West Industries believes that you have property, money, credits, debts, effects and  
2 choses in action in your hands and under your custody and control belonging to said Defendant  
3 described as: "Earnings," which means compensation paid or payable for personal services  
4 performed by said Defendant in the regular course of business, including, without limitation,  
5 compensation designated as income, wages, tips, a salary, a commission or a bonus.

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

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

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

18 Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

19 Issued at direction of:

SHERIFF/CONSTABLE - CLARK COUNTY

20 By: **R. WYANT P#9573**

5/21/15

21 Title

Date

22 HOLLEY DRIGGS WALCH  
23 FINE WRAY PUZEY & THOMPSON

24 F. THOMAS EDWARDS, ESQ., NV Bar No. 9549  
E-mail: tedwards@nevadafirm.com  
25 ANDREA M. GANDARA, ESQ., NV Bar No. 12580  
E-mail: agandara@nevadafirm.com  
26 400 South Fourth Street, Third Floor  
Las Vegas, Nevada 89101  
27 Telephone: 702/791-0308

28 *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: X [C] Semimonthly: \_\_\_\_ [D] Monthly: \_\_\_\_

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

1 (2) Deductions required by law (not including child support).....\$ 3,756.79  
 2 (3) Disposable Earning [Subtract line 2 from line 1] .....\$ 7,781.67  
 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 .....\$ NA  
 7 [B] Multiply line 5 by 2 .....\$ 725.00  
 8 [C] Multiply line 5 by 52 and then divide by 24.....\$ NA  
 9 [D] Multiply line 5 by 52 and then divide by 12.....\$ NA  
 10 (7) Subtract line 6 from line 3.....\$ 7,056.67  
 11 This is the attachable earning. This amount must not exceed 25% of the disposable  
 12 earnings from line 3.

13 ANSWER: 25% of \$7,781.67 = \$1,945.42  
 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  
 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: 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., 10001 Park Run Drive, LV, 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.

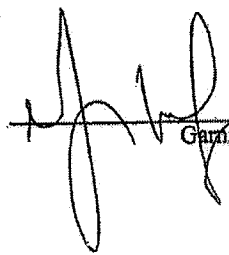
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STATE OF NEVADA  
COUNTY OF CLARK

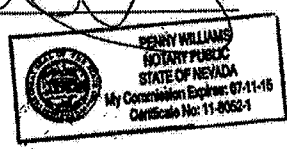
ss:

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

  
Garnishee

SUBSCRIBED AND SWORN to before me this  
19th day of June, 2015

  
NOTARY PUBLIC



# EXHIBIT 9

# EXHIBIT 9

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DISTRICT COURT  
CLARK COUNTY, NEVADA

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

---

CASE NO: A-12-670352-F  
DEPT NO: XV

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 garment on and go do the scientific stuff. He runs the  
2 employees and makes sure it goes through. I don't allow  
3 him to get where he has the ability to get behind the  
4 machines and do the work.

5 Q. How many employees does CannaVest have in San  
6 Diego?

7 A. 35.

8 Q. How many employees does CannaVest have here in  
9 Las Vegas?

10 A. One.

11 Q. Who's that?

12 A. Kathleen Keller.

13 Q. What does Kathleen Keller do?

14 A. She is in charge of all the payroll. She runs  
15 payroll, new hires, and answers the phone for the Las  
16 Vegas address and runs operations here.

17 Q. Does she work exclusively for CannaVest?

18 A. She does some Mona Co stuff also.

19 Q. So she runs Mona Co and CannaVest?

20 A. She doesn't run Mona Co. They share an office.

21 Q. Does CannaVest have any operations currently?

22 A. As far as -- explain operations.

23 Q. I'm sorry.

24 Does Mona Co have any operations currently?

25 A. No.

1 Q. What is the address for CannaVest?

2 A. 2688 South Rainbow.

3 Q. Is there a suite number?

4 A. B as in boy. Las Vegas, Nevada 89146.

5 Q. What's the address for Mona Co?

6 A. Correct. Same address.

7 Q. And what's a telephone number for CannaVest?

8 A. I'd have to look at my card here. It's on speed  
9 dial for me. I have no idea. 866-290-2157.

10 Q. So when you're in the CannaVest office, it's just  
11 you and Kathleen; correct?

12 A. In Las Vegas?

13 Q. Correct.

14 A. Yes.

15 Q. Where are the other officers of CannaVest  
16 stationed?

17 A. San Diego.

18 Q. Exclusively?

19 A. No. We come here for board meetings and  
20 different meetings.

21 Q. Who are the other officers of CannaVest?

22 A. Joseph Dowling is my CFO. You know my son,  
23 director of operations. Stuart Tomc, T-O-M-C, is the  
24 director of human nutrition.

25 Q. T-O-M-C?

1 Q. What about your business records?

2 A. Such as?

3 Q. Records relating to CannaVest. Who maintains  
4 those?

5 A. In the office in San Diego.

6 Q. Any CannaVest records kept here in Las Vegas?

7 A. Yes. Kathleen does all the payroll and hiring of  
8 employees and things like that here in Vegas.

9 Q. Do you have an accountant that you use?

10 A. Yes.

11 Q. Who's that?

12 A. Personal?

13 Q. Correct.

14 A. Ed Wilson. CannaVest is PKF Accountants out of  
15 San Diego.

16 Q. Do you have any other bookkeepers that work for  
17 you?

18 A. Just the bookkeeper in San Diego.

19 Q. And what's his name?

20 A. Bill -- I forget Bill's last name.

21 Q. Is he a bookkeeper for you personally or  
22 CannaVest?

23 A. No. All CannaVest.

24 Q. When you sold the Big Bear property, did you sell  
25 the furnishings inside as well?

# EXHIBIT 10

# EXHIBIT 10

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DISTRICT COURT  
CLARK COUNTY, NEVADA

\* \* \* \* \*

FAR WEST INDUSTRIES, a  
California corporation,

Plaintiff,

vs.

Case No. A-12-670352-F  
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 1  
through 100, inclusive,

Defendants.

---

DEPOSITION OF

RHONDA MONA

Las Vegas, Nevada

June 26, 2015

10:31 a.m.

Reported by: Heidi K. Konsten, RPR, CCR  
Nevada CCR No. 845 - NCRA RPR No. 816435  
JOB NO. 252983

1           A     It means his assistant from his office  
2     pays it. I don't know where it gets paid from.  
3     It's not one of the bills that I take care of the  
4     house with. I pay utilities, that stuff.

5           Q     Okay. So the mortgage is paid through  
6     the office.

7                     Do you know -- and the office what?

8           A     My husband's office?

9           Q     Yes.

10                    Is it your husband's personal office, or  
11     is it associated with a business?

12          A     His business office, yes.

13          Q     Okay. What business?

14          A     CannaVest.

15          Q     Can you spell that?

16                   MR. COFFING: C-A-N-N-A-V-E-S-T.

17     It's a capital V, I think, too.

18                   THE WITNESS: Uh-huh.

19     BY MR. EDWARDS:

20          Q     Okay. And you believe your husband's  
21     assistant at the CannaVest office pays the  
22     mortgage?

23          A     Correct.

24          Q     Who is your husband's assistant at the  
25     office?

1 A Kathleen.

2 Q Do you know Kathleen's last name?

3 A Kelleher.

4 Q Can you spell that for me?

5 A No.

6 Q So you are aware that there is a  
7 mortgage against the property?

8 A Yes.

9 Q Okay. Are you aware of what other kind  
10 of debt may be associated with the Red Arrow  
11 residence?

12 A No. There was a second mortgage, but  
13 that was paid.

14 Q Do you know the balance of the mortgage?

15 A No.

16 Q Approximately?

17 A No.

18 Q Not even approximately?

19 A Well, this says 2.2. I mean, I don't  
20 know.

21 Q So that's your best guess, is  
22 2.2 million?

23 A That would be my best guess, is it says  
24 that, but I don't know.

25 Q If you could turn to page three, please,

# EXHIBIT 11

# EXHIBIT 11

2667 - \$8,938.61 - 10/29/2015

Rhonda H. Mones Household Account		2667 MUTUAL BANK
Pay to the Order of <u>SCOTT</u>		\$8,938.61
Eight Nine Thousand Nine Hundred Eight 40/100		10-28-15
BANK OF NEVADA		2667
535-144-04-45/151		Rhonda H. Mones

2667 - \$8,938.61 - 10/29/2015

For Deposit Only 3301140445 10 01 102015000 County of San Diego Treasurer/Tax Collector 08/22 3301140445	2667
---	------

2620 - 81,523.70 - 09/16/2015

100001723  
8/22/2015  
KALAMAZOO

This is a P.O.D. ONLY on your check. You must be identified before the vehicle can be impounded.

2620  
Kalamazoo  
MI 49001

8/24/15

Handy H. Hines  
Municipal Annex

City of Kalamazoo  
Kalamazoo, Michigan 49001

City of Kalamazoo  
Kalamazoo, Michigan 49001

8/24/15

Donahoe, James

RECEIVED  
STREET/POD RECEIPT

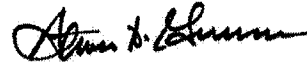
2020 - 21,523.70 - 09/16/2015

2008 - 05,000.00 - 09/06/2015

Rhonda H. Mena Personal Account		7.22.15	2800
Pay to the order of Clark County Treasurer		\$5,000.00	
Five thousand & 00/100			
BANK OF NEVADA			
16411211005			

2008 - 05,000.00 - 09/06/2015

LAS VEGAS 20150806 81540 83127
2015216 36490 nub 0469
1 16411211005 nub 0238
PAY TO THE ORDER OF
CRAIG S. HENNING
FOR DEPOSIT ONLY
CLARK COUNTY
TAKEN FROM ACCOUNT 800



CLERK OF THE COURT

1 **RPLY**  
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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

**PLAINTIFF FAR WEST INDUSTRIES'  
REPLY IN SUPPORT OF MOTION TO  
REDUCE SANCTIONS ORDER TO  
JUDGMENT**

DATE OF HEARING: March 21, 2016  
TIME OF HEARING: 9:00 a.m.

27 Plaintiff FAR WEST INDUSTRIES ("Far West"), by and through its attorneys, F.  
28 THOMAS EDWARDS, ESQ. and ANDREA M. GANDARA, ESQ. of the law firm of HOLLEY  
DRIGGS WALCH FINE WRAY PUZEY & THOMPSON, hereby submits this reply in Support  
of Motion to Reduce Sanctions Order to Judgment (the "Motion").

The Monas have backed themselves into a corner and are now willing to do and say  
anything to delay the inevitable. In front of the Nevada Supreme Court, the Monas argued that  
Far West must file a separate action to obtain a judgment against Ms. Mona related to the \$3.4  
million fraudulent transfer. Far West then filed a separate action before Judge Bare seeking to  
obtain a judgment against Ms. Mona related to the \$3.4 million fraudulent transfer. In response,

1 the Monas collectively moved to dismiss the claim and argued that Judge Bare could not enter a  
2 judgment against Ms. Mona because this Court had already entered an "Order/Judgment" on the  
3 issue. Specifically, the Monas argued before Judge Bare as follows:

4           Plaintiff's second cause of action is for the alleged fraudulent  
5 transfer of \$3.4 million from Mike Mona to Rhonda, which is half  
6 of \$6.8 million the Monas received through a stock sale. See Pltf's  
7 Amended Complaint at 10:26-11:25. Plaintiff has already  
8 asserted and obtained an Order/Judgment regarding this exact  
9 same claim against Mike Mona and Rhonda Mona in case No.  
10 A-12-670352. Id. at 3:22-24, 4:18-28, and 6:26-7:10. The Court  
11 concluded that Mike Mona agreeing to split the \$6.8 million with  
12 Rhonda Mona through the Post-Marital Settlement Agreement was  
13 a fraudulent transfer. Id. The Court's Order is now the subject of a  
14 pending appeal before the Nevada Supreme Court. Id. at 7:50.  
15 Therefore, Plaintiff is barred from bringing the exact same claim;  
16 which has been decided and is the subject of an appeal.

17 *See Defendants Motion to Dismiss, 9:8-16 (emphasis added).*

18           Now, in front of this Court, the Monas argue that this Court cannot enter the  
19 "Order/Judgment" that they told Judge Bare was already entered. Clearly, some court must be  
20 able to enter a judgment against Ms. Mona. If Judge Bare's court was not the proper forum, this  
21 Court must be the proper forum.

#### 22 **REPLY TO MR. MONA'S OPPOSITION**

23           As Mr. Mona concedes, the stay of these proceedings pending his appeal of this Court's  
24 Order Regarding Order to Show Cause Why Accounts of Rhonda Mona Should Not Be Subject  
25 to Execution and Why the Court Should Not Find Monas in Contempt ("Sanctions Order") has  
26 expired. *See Mr. Mona's Opposition at 4:18-20. Despite Mr. Mona's failure to comply with the*  
27 *Court's Order Regarding Motion on an Order Shortening Time for Bond Pending Appeal ("Bond*  
28 *Order") by posting the required bond to stay the Sanctions Order, he is attempting to avoid the*  
consequences of his actions by preventing Far West from obtaining relief it is entitled to, namely  
the attorney's fees and costs it was awarded in the Sanctions Order. *See Sanctions Order,*  
entered July 16, 2015.

          Mr. Mona's Opposition is completely devoid of any legal authority in support of his  
attempted delay of enforcement of the valid and final Sanctions Order that grants Far West its  
fees and costs against him. As the Nevada Supreme Court noted in its Order Denying Motion,

1 there was no abuse of discretion in this Court's issuance of the Bond Order and Mr. Mona's only  
2 avenue to stay the proceedings of this case was to post the required superseseas bond. *See Order*  
3 *Denying Motion*, Exhibit 7 to the Motion, at 2, and Bond Order. It is readily apparent that Mr.  
4 Mona is seeking to obtain relief that this Court and the Nevada Supreme Court denied: a stay  
5 without having to post the required bond. Requiring Far West to wait until the appeal is resolved  
6 before it can collect the awarded attorney's fees and costs would contradict orders of this Court  
7 and the Nevada Supreme Court.

8 Mr. Mona points to no authority for his position that this Court's enforcement of its own  
9 Sanctions Order would somehow deprive the Nevada Supreme Court of jurisdiction over the  
10 appeal. His arguments regarding the propriety of the Sanctions Order are nothing more than a  
11 rehash of those made in his appeal papers, all of which the Nevada Supreme Court was informed  
12 of prior to denying his request to stay this proceeding and the Sanctions Order. Further it is  
13 procedurally improper and untimely for Mr. Mona to seek reconsideration of the Bond Order  
14 through his Opposition. EDCR 2.24(2).

15 As to Mr. Mona's arguments about the reasonableness of Far West's attorney's fees,  
16 Plaintiff's Memorandum of Fees and Costs Associated With Order to Show Cause Why  
17 Accounts of Rhonda Mona Should Not Be Subject to Execution and Why the Court Should Not  
18 Find Monas in Contempt ("Fees and Costs Memorandum") demonstrates how Far West has been  
19 harmed by Mr. Mona's egregious conduct, including concealment of millions of dollars in assets,  
20 withholding of documents that this Court ordered him to produce, and outright lying during his  
21 sworn judgment debtor testimony. In order to support its meritorious Application for Order to  
22 Show Cause Why Accounts of Rhonda Mona Should Not Be Subject to Execution and Why the  
23 Court Should Not Find Monas in Contempt, Far West's counsel necessarily had to perform  
24 significant factual and legal research, respond to Mr. Mona's filings, and attend the related  
25 hearing with extensive argument. Mr. Mona's nitpicking as to the time spent unraveling his  
26 fraudulent transfer and holding him responsible for that misconduct should be afforded no  
27 weight. Finally, his argument regarding joint and several liability between him and Rhonda  
28

1 Mona ("Ms. Mona") is unsupported by law and has no bearing on the merits of the Motion to  
2 Reduce Sanctions Order to Judgment.

3 Because Mr. Mona has not provided any legitimate or factual basis as to why Far West  
4 should not be obtain a judgment for the fees and costs the Court awarded. Far West respectfully  
5 requests that the Motion to Reduce Sanctions Order to Judgment be granted.

6 **REPLY TO MS. MONA'S OPPOSITION**

7 This Court should not allow Ms. Mona to stay its Sanctions Order when she failed to post  
8 the supersedeas bond required by the Court and subsequently affirmed by the Nevada Supreme  
9 Court. *See* Sanctions Order, attached as Exhibit 1 to the Motion; and Order Denying Motion,  
10 attached as Exhibit 7 to the Motion. As the Nevada Supreme Court noted in its Order Denying  
11 Motion, there was no abuse of discretion in this Court's Bond Order that required Ms. Mona to  
12 post a supersedeas bond to stay proceedings in this case. *See* Order Denying Motion, Exhibit 7  
13 to the Motion, at 2, and Bond Order, issued October 16, 2015.

14 Ms. Mona's complaint that Far West is attempting to hold her responsible for a Judgment  
15 against Mr. Mona is simply unfounded. The basis for Far West judgment against her is the  
16 Court's Sanctions Order that resulted from Ms. Mona's own personal misconduct, which was  
17 detailed in numerous findings of fact establishing her liability for a \$3,406,601.10 fraudulent  
18 transfer through the Monas' Post-Marital Settlement Agreement and the attorney's fees and costs  
19 Far West incurred because of that misconduct. *See* Sanctions Order, Exhibit 1 to the Motion.  
20 She also incorrectly states that Far West is relying upon *Barney v. Mt. Rose Heating & Air*  
21 *Conditioning*, 124 Nev. 821, 192 P.3d 730 (2008) for judgment as to the \$3,406,601.10  
22 fraudulent transfer when that case supports Far West's award of attorney's fees and costs. *See*  
23 the Motion at 10.

24 To the extent that the Court entertains Ms. Mona's rehashed appeal arguments that failed  
25 to persuade the Nevada Supreme Court to stay the Sanctions Order and this case, Far West has  
26 attached its Real Party in Interest's Answering Brief ("Far West Appeal Answer") with  
27 Supplemental Appendix to Real Party in Interest's Answering Brief and Notice of Errata to Real  
28