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POST-MARITAL PROPERTY SETTLEMENT AGREEMENT

THIS POST-MARITAL PROPERTY SETTLEMENT AGREEMENT ("Agreement") is made and entered into on the 13 day of Sept 2013, by and between RHONDA HELENE MONA ("RHONDA"), a resident of the County of Clark, State of Nevada, and MICHAEL JOSEPH MONA ("MIKE"), a resident of the County of Clark, State of Nevada. MIKE and RHONDA sometimes and he collectively referred to in this Agreement as the "parties" and individually may be referred to as a "party."

WITNESSETH:

WHEREAS, the parties to this Agreement were married on October 17, 1982, in Las Vegas, Nevada, and ever since such date have been and now are married to each other;

AND WHEREAS, during the entirety of their 30 years of marriage, the parties have been and currently are residents of the State of Nevada;

WHEREAS, Nevada being a community property state, all the property acquired during the parties marriage has been acquired as community property;

WHEREAS, by way of this Agreement, and pursuant to Nevada law, the parties intend to equally divide between themselves that certain specific community property referenced below in this Agreement, and thereby making such property the sole and separate property of each party;

WHEREAS, on or about December 3, 2012, the parties acquired, as their community property, 50,000,000 shares of the corporate stock of Medical Marijuana, Inc., an Oregon corporation ("MMI");

WHEREAS, on or about January 15, 2013, the parties acquired, as their community property, and additional 7,371,500 shares of the MMI corporate stock;

WHEREAS, between the months of March through August 2013, the parties sold all of their 37,371,500 shares of the MMI corporate stock for \$5,813,200.00;


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WHEREAS, it is the parties' intent to acknowledge, confirm, and document their equal division between themselves of the said \$6,813,202.20 they received from the sale of their MM corporate stock, with RHONDA receiving \$3,406,601.10 of such monies as her sole and separate property, and MIKE receiving the remaining \$3,406,601.10 as his sole and separate property;

WHEREAS, the parties enter into this Agreement pursuant to the provisions of NRS 123.080, and the parties expressly acknowledge and understand that NRS 123.080 provides as follows:

1. A husband and wife cannot by any contract with each other alter their legal relations except as to property, and except that they may agree to an immediate separation and may make provision for the support of either of them and of their children during such separation.
2. The mutual consent of the parties is a sufficient consideration for such an agreement as is mentioned in subsection 1.
3. In the event that a suit for divorce is pending or immediately contemplated by one of the spouses against the other, the validity of such agreement shall not be affected by a provision therein that the agreement is made for the purpose of removing the subject matter thereof from the field of litigation, and that in the event of a divorce being granted to either party, the agreement shall become effective and not otherwise.
4. If a contract executed by a husband and wife, or a copy thereof, be introduced in evidence as an exhibit in any divorce action, and the court shall by decree or judgment ratify or adopt or approve the contract by reference thereto, the decree or judgment shall have the same force and effect and legal consequences as though the contract were copied into the decree, or attached thereto.

WHEREAS, the parties expressly acknowledge, understand, and agree that they specifically are entering into this Agreement pursuant to the provisions of NRS 123.080(1), which allow a husband and wife to enter into a contract, such as this Agreement, for the purpose of altering their legal relations with respect to their property, and with respect to each party's property rights; and the parties acknowledge and understand that their mutual consent to the terms of this Agreement, as evidenced by each party's signature endorsed at page 11 of this Agreement, is sufficient consideration for this Agreement to be a valid, legal, and enforceable agreement, legally binding upon each party;

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MIKE



WHEREAS, it is the mutual wish and desire of the parties that a full and final adjustment and settlement of their property rights, and only their property rights, be had, settled, and determined at the present time by this Agreement with respect to the aforementioned \$6,813,202.20 they received from the sale of their MMI corporate stock;

WHEREAS, the parties further acknowledge and agree that this Agreement is not intended to alter their legal relations and obligations owed to each other as a married couple, other than as expressly set forth above with respect to their equal division of the \$6,813,202.20 they received from the sale of their MMI corporate stock, and this Agreement specifically and expressly is not intended to affect either party's legal obligation to support the other party as his or her spouse;

WHEREAS, MIKE and RHONDA wish to make clear their respective desires to it each of them shall retain to himself or herself, as his or her respective sole and separate property, the \$3,406,601.10 he or she has received from their equal division of the \$6,813,202.20 they received from the sale of their MMI corporate stock;

WHEREAS, the \$3,406,601.10 received by RHONDA from the parties' sale of their MMI corporate stock is and shall forever be and remain RHONDA's sole and separate property, free from any and all claims of MIKE, and RHONDA shall continue to have the sole ownership, care, and control of her said \$3,406,601.10;

WHEREAS, the \$3,406,601.10 received by MIKE from the parties' sale of their MMI corporate stock is and shall forever be and remain MIKE's sole and separate property, free from any and all claims of RHONDA, and MIKE shall continue to have the sole ownership, care, and control of his said \$3,406,601.10;


RHONDA

MIKE

WHEREAS, by execution of this Agreement, each party expresses his or her intention not to claim any interest whatsoever in the said \$3,406,601.10 of separate property owned by the other party, or in any of the income, rents, issues, profits, or appreciation derived therefrom;

WHEREAS, the parties do not intend to immediately separate, and, in fact, the parties acknowledge that they remain happily married to each other and have no intent to separate or divorce at any time in the immediate or foreseeable future; notwithstanding, however, the parties do intend for this Agreement to be a valid, enforceable, and binding agreement to be ratified, adopted, and approved by any and all courts of competent jurisdiction should the parties ever separate or divorce;

NOW, THEREFORE, in consideration of the foregoing facts and the mutual agreements and covenants contained in this Agreement, it is covenanted, agreed and promised by each party hereto as follows:

I.

ACKNOWLEDGMENT OF RECITALS:
ADDITIONAL CONSIDERATION

A. MIKE and RHONDA acknowledge, warrant, represent, and agree that the recitals set forth above on pages one through four of this Agreement, are true and correct, and the same are incorporated in this Section I as though the same are repeated in this Section in full.

B. As noted in the recitals set forth above in this Agreement, the parties acknowledge and agree that their mutual consent to the terms of this Agreement is sufficient consideration, and the only consideration necessary, for this Agreement to be a valid, legal, and enforceable agreement, legally binding upon each party.


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II.

DIVISION OF PROPERTY

A. RHONDA shall have confirmed to her, as her sole and separate property, free of any and all claims of MIKE, all right, title and interest, and the sole ownership in and to, the \$3,406,601.10 she received from the parties' sale of the parties' MMI corporate stock, as well as all additional property owned or acquired by RHONDA at any time with her said separate property, and all property described in this Agreement as being RHONDA's sole and separate property, including any of the income, rents, issues, profits, or appreciation derived therefrom.

B. MIKE shall have confirmed to him, as his sole and separate property, free of any and all claims by RHONDA, all right, title and interest, and the sole ownership in and to, the \$3,406,601.10 he received from the parties' sale of the parties' MMI corporate stock, as well as all additional property owned or acquired by MIKE at any time with his said separate property, and all property described in this Agreement as being MIKE's sole and separate property, including any of the income, rents, issues, profits, or appreciation derived therefrom.

III.

INTENT OF THE PARTIES AND STATUS OF PROPERTY

A. **Property Rights.** The parties intend, desire and agree that the aforementioned \$3,406,601.10 each party respectively received from the sale of the their MMI corporate stock shall be and forever remain each such party's respective sole and separate property, and all appreciation, increments, addition, improvements, income, and fruits therefrom also shall be and forever remain each such party's respective sole and separate property. The parties further intend that all such property forever remain each party's respective sole and separate property regardless of any interest either party might have acquired in such separate property of the other by reason of their continued marriage to each other, counsel, advice, energy, and efforts heretofore or hereafter, and regardless of the source of any monies invested in or contributed to any such property at any time during the parties' marriage or after the termination of the parties marriage, should the parties' marriage ever


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be terminated by divorce or otherwise.

B. No Transmutation of Separate Property. The parties agree that at no time in the future shall there be any transmutation of any of their respective separate property interests into jointly owned or community property except by an express written agreement signed by both parties and executed with the same formality as this Agreement. Unless otherwise expressly provided in this Agreement, the following events shall, under no circumstance, be evidence of any intention by either party, or of an agreement between the parties, to transmute their separate property interests into jointly owned or community property:

1. The taking of title to property, whether real or personal, in joint tenancy or in any other joint or common form;
2. The designation of one party by the other as a beneficiary of his or her estate;
3. The commingling by one party of his or her separate funds or property with jointly owned funds or property, or with the separate funds or property of the other party;
4. The filing of a joint income tax return by the parties, whether it be for federal income tax purposes or for the purpose of any state income tax, and/or the payment of any such income taxes from jointly held funds, or the use of one party's separate property to pay the income taxes owed by the other party;
5. Any oral statements by either party;
6. Any written statement by either party other than an express written agreement of transmutation;
7. The payment from jointly held funds of any separate obligation, including, but not limited to, the payment of any mortgage/home loan, interest, or real property taxes on a separately owned residence or other real property; and
8. The joint occupation of a separately owned residence or any other such property.

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IV.

RIGHT TO DISPOSE OF PROPERTY BY WILL

Each of the parties shall have an immediate right to dispose of or bequeath by Will, living trust, or other estate planning vehicle, his or her respective interests in and to any and all separate property belonging to him or her from and after the date of this Agreement, and such right shall extend to all future acquisitions of separate property as well as to all separate property set over to either party under this Agreement.

V.

WAIVER OF INHERITANCE RIGHTS

Except as may be otherwise provided by Will, Codicil, or other such testamentary instrument voluntarily executed by either party, whether before or after the date of this Agreement, the parties each hereby waive any and all right to the separate estate of the other left at his or her death and forever quitclaim any and all right to share in the separate estate of the other by the laws of succession; and the parties hereby release one to the other all rights to inherit from the other any portion of the other party's separate estate.

VI.


MUTUAL RELEASE OF PROPERTY RIGHTS


It is hereby mutually understood and agreed by and between the parties hereto that this Agreement is deemed to be a final and conclusive agreement between the parties relative to their respective property rights set forth in this Agreement.

VII.

EXECUTION OF NECESSARY DOCUMENTS

A. MIKE and RHONDA agree to execute quitclaim deeds, stock transfers, and any and all other instruments that may be required in order to effectuate the transfer of any and all interest either may have in and to the separate property hereby conveyed to the other as specified in this Agreement, or as otherwise provided by the terms of this Agreement. Should either party fail to


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execute any such documents, this Agreement shall constitute a full and complete transfer of the interest of one to the other as provided in this Agreement, or to otherwise effectuate any provision of this Agreement. Upon failure of either party to execute and deliver any such deed, conveyance, title, certificate or other document or instrument to the other party, or as otherwise provided in this Agreement, this Agreement shall constitute and operate as such properly executed document, and the County Auditor and County Recorder and any and all other public and private officials are hereby authorized and directed to accept this Agreement or a properly certified copy thereof in lieu of the document regularly required for such conveyance or transfer.

B. MIKE and RHONDA each agree that should either party sell any of his or her separate property in which the other has no right, title, or interest by virtue of this Agreement, that such other party will and shall sign any deed, contract, or other instrument necessary to perfect title to any such property so conveyed.

VIII.


DISCLOSURE


Each party hereto acknowledges that he or she has read the foregoing Agreement, fully understands the contents of this Agreement, and accepts the same as fair, just and equitable. Each party further acknowledges that there has been no promise, agreement or understanding of either of the parties made to the other, except as expressly set forth in this Agreement, which has been relied upon by either as a matter of inducement to enter into this Agreement. Furthermore, each party hereto has had the opportunity to be independently advised by his or her attorney as to the legal effect of the terms and the execution of this Agreement.

IX.

EFFECT OF PARTIAL INVALIDITY

If any term, provision, promise, or condition of this Agreement is determined by a court of competent jurisdiction to be invalid, void, or unenforceable, in whole or in part, the remainder of this Agreement shall remain in full force and effect, and shall in no way be affected, impaired or


RHM


RHM

invalidated.

X.

ENFORCEMENT OF AGREEMENT

A. If either party institutes any action or proceeding to enforce, or for the breach of any of the terms of this Agreement, or if either party contests the validity of this Agreement or challenges or claims that this Agreement is not enforceable, then the prevailing party shall be entitled to recover his or her attorneys' fees and costs from the other party. In any such action or proceeding, the prevailing party shall be entitled to recover all attorneys' fees and costs incurred by that party, regardless of whether the action or proceeding is prosecuted to judgment. This shall include attorneys' fees and costs incurred by a party defending a claim or suit necessitated by the other party's failure to indemnify as required in this Agreement.

B. In addition to the provisions of subparagraph A immediately above, each party to this Agreement shall be indemnified for and against all loss, damages, costs, and expenses incurred as a result of or arising from any demand, claim, or suit by or on behalf of the other party contesting or attempting to modify, change, set aside, nullify, or cancel this Agreement or any part or provision of this Agreement for any reason whatsoever. The indemnity provisions of this Agreement shall specifically apply to costs, expenses, and attorneys' fees incurred by a party successfully seeking enforcement of this Agreement or any provision of this Agreement.

XI.

NO PARTY DEEMED DRAFTER

The parties agree that neither party shall be deemed to be the drafter of this Agreement and, in the event this Agreement is ever construed by a court of law or equity, such court shall not construe this Agreement or any provision hereof against either party as the drafter of the Agreement. MIKE and RHONDA hereby acknowledge that both parties have contributed substantially and materially to the preparation of this Agreement.


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XII.

GOVERNING LAW

The laws of the State of Nevada shall govern the validity, construction, performance, and effect of this Agreement. This Agreement and the rights of the parties hereto shall be governed and interpreted in all respects by the law applied to contracts made wholly to be performed within the State of Nevada.

XIII.

CUMULATIVE EFFECT

The parties' rights and remedies hereunder shall be cumulative, and the exercise of one or more shall not preclude the exercise of any other(s).

XIV.

COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an executed original, but all of which together shall be deemed one and the same document.


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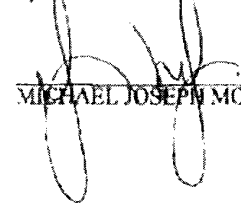
XV.



VERIFICATION

A. MIKE and RHONDA each agrees that he or she has read this Agreement in its entirety prior to his or her execution of this Agreement, and fully understands the same.

D. MIKE and RHONDA each further acknowledges and agrees that he or she fully understands that this Agreement is a full and final settlement of rights and obligations pertaining to the matters addressed in and resolved by this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands to this Agreement the year and date above written.

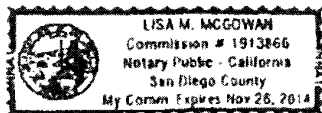

RHONDA HELENE MONA

MICHAEL JOSEPH MONA


RHONDA

MICHAEL

ACKNOWLEDGMENTS

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

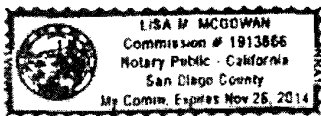
On this 13th day of September, 2013, personally appeared before me, a Notary Public in and for said County and State, RHONDA HELENE MONA, personally known (or proved) to me to be the person whose name is subscribed to the above instrument, and who acknowledged that she executed the instrument.



Lisa M. McGowan
(Notary Public)

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On this 13th day of September, 2013, personally appeared before me, a Notary Public in and for said County and State, MICHAEL JOSEPH MONA, personally known (or proved) to me to be the person whose name is subscribed to the above instrument, and who acknowledged that he executed the instrument.



Lisa M. McGowan
(Notary Public)

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RHM

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MJM

Part C-2

PART C-2

DISTRICT COURT
CLARK COUNTY, NEVADA

EAST WEST INDUSTRIES, a California
corporation,

Plaintiff,

vs.

CASE NO. 1 A 11-670317-F
FILE NO. 11-20

RONALD W. VADA, III, a Nevada
limited liability company; EAST WEST
PAYROLL MGMT., INC., a California
corporation; DR. OF RAISE, a
California; MICHAEL J. MONA, JR.,
a Nevada; DONALD L. BLO,
a Nevada.

Defendants.

JUDGMENT BEFORE EXAMINATION
MICHAEL J. MONA, JR.
JAS JEGAS, NEVADA
MONDAY, NOVEMBER 25, 1973

REPORTED BY: JACKIE JENNELLIS, CTR, CTR 4800

JOB NO.: 194436



0758

2089

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

5

Exhibit B Order

5

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.

CERTIFICATE OF REPORTER

STATE OF NEVADA)
) SS:
COUNTY OF CLARK)

I, Jackie Jennelle, a Certified Court Reporter, in and for the State of Nevada, do hereby certify: That I reported the judgment debtor examination of MICHAEL J. MONA, JR., commencing on MONDAY, NOVEMBER 25, 2013, at 10:00 a.m.

That prior to being deposed, the witness was Duly sworn by me to testify to the truth. That I thereafter transcribed my said shorthand notes into typewriting and that the typewritten transcript is a complete, true and accurate transcription of my said shorthand notes.

I further certify that I am not a relative or employee of counsel, of any of the parties, nor a relative or employee of the parties involved in said action, nor a person financially interested in the action.

IN WITNESS WHEREOF, I have set my hand in my office in the County of Clark, State of Nevada, this 5th day of December, 2013.

JACKIE JENNELLE, RPR, CCR #809

Phone/Fax/BS Verify All Call Back By: To: Time Number



State Bank OF SOUTHERN UTAH

Outgoing Wire Transfer Order/Record

DATE 4-11-13 TIME 3:47 EMPLOYEE Tova

Area in Box for Bank use only
FEE \$

INSTRUCTIONS RECEIVED BY: Mail ☐ In Person ☒ Other ☐

Fax ☐ OFAC ☐

COLLECTED BALANCE:

WIRE AMOUNT: \$1,000,000.00

#1 ORIGINATOR	
NAME	MICHAEL JOSEPH MONA
ACCT # OR "CASIF"	
Address	2793 RED ARROW DR
City & State	LAS VEGAS NV 89135-1621
Phone #	
TAXPAYER ID	ID (ISSUER, TYPE, #)

#2 INTERMEDIARY BANK	
BANK NAME	
ADDRESS	
ADDRESS	
CITY & STATE	
ROUTING AND TRANSIT	

#4 BENEFICIARY	
NAME	ROEN VENTURES LLC
ADDRESS	1666 GARNET AVE UNIT 223
ADDRESS	
CITY & STATE	SAN DIEGO CA 92109
TAXPAYER ID	ID (ISSUER, TYPE, #)
ACCT #	

#3 BENEFICIARY'S BANK (if different from #2)	
BANK NAME	BANK OF AMERICA
ADDRESS	
ADDRESS	
CITY & STATE	
ROUTING & TRANSIT	121000358

Special Instructions Wire towards Debt/loan

The undersigned hereby acknowledges having reviewed the information completed above and hereby certifies that the information is complete and correct. The undersigned also agrees that State Bank of Southern Utah (1) shall have no liability for the application of the transferred funds by any recipient; (2) shall only be responsible for completing the transfer of funds in accordance with the above instructions; and (3) shall only be liable for failure to comply with the above instructions in an amount not to exceed the amount transferred and shall in no event be liable for any compensatory, consequential, or punitive damages. The Wire Transfer Request is subject to verification which may delay or prevent transfer of funds.

>> Wire Transfer cannot be stopped or recalled after transmittal <<

Client Signature

Date

Officer Signature (required for Wires over \$5K)

Branch #

Employee Signature and Branch #



MONA 2nd JDE - 000763



P.O. BOX 26237
LAS VEGAS, NEVADA 89126 0237
(702) 248-4200

ACCOUNT: [REDACTED]
DOCUMENTS: [REDACTED]

PAGE: 1
09/10/2013

MICHAEL JOSEPH MONA JR
RHONDA HELENE MONA
POB
2608 S RAINBOW BLVE STE B
LAS VEGAS NV 89146-5196

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PLATINUM 55 ACCOUNT [REDACTED]

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			08/09/13	65,971.18
CHECK # 2018	5,000.00		08/12/13	60,971.18
WIRE/IN-[REDACTED] ORG MICHAEL MONA		202,479.14	08/21/13	263,450.32
WIRE FEE-[REDACTED]; INBND DD-10 WIRE FEE-DOM BR-03	10.00		08/21/13	263,440.32
CHECK # 2020	2,800.00		08/22/13	260,640.32
DEPOSIT		250.00	08/23/13	260,890.32
CHECK # 2021	2,500.00		08/23/13	258,390.32
WIRE/IN-[REDACTED] ORG ALPINE SECURITIES CORP; REF				
000042213		897,895.00	08/27/13	1,156,285.32
WIRE FEE-[REDACTED]; INBND DD-10 WIRE FEE-DOM BR-03	10.00		08/27/13	1,156,275.32
CHECK # 2023 - CAPITAL ONE ARC CHECK PYMT 2023	50.00		08/27/13	1,156,225.32
CHECK # 2022	378.00		08/27/13	1,155,847.32
CHECK # 2019	14,326.44		08/27/13	1,141,520.79
CHECK # 2025	2,500.00		08/28/13	1,138,720.79
WIRE/IN-[REDACTED] ORG ALPINE SECURITIES CORP; REF				
000042259		850,000.00	08/29/13	1,988,720.79
WIRE/OUT-[REDACTED]; BNP RHONDA H MONA	750,000.00		08/29/13	1,238,720.79
WIRE FEE-[REDACTED]; INBND DD-10 WIRE FEE-DOM BR-03	10.00		08/29/13	1,238,710.79
CHECK # 2026	2,500.00		09/03/13	1,236,210.79
TELEPHONE TRANSFER REQUEST C/S				
	1230,000.00		09/03/13	6,210.79
WIRE/IN-[REDACTED] ORG ALPINE SECURITIES CORP; REF				
000042357		715,711.59	09/04/13	721,922.38
WIRE FEE-[REDACTED]; INBND DD-10 WIRE FEE-DOM BR-03	10.00		09/04/13	721,912.38
TELEPHONE TRANSFER REQUEST C/S				
	712,000.00		09/05/13	9,912.38
CHECK # 2028	3,000.00		09/05/13	6,912.38
CHECK # 2027	5,000.00		09/05/13	1,912.38

* * * CONTINUED * * *



MONA 2nd JDE - 00730 0764

1 PAGE: 1
ACCOUNT: 05/10/2013
DOCUMENTS: 9

MICHAEL JOSEPH MONA JR
RHONDA HELENE MONA
POB
2688 S RAINBOW BLVD STE B
LAS VEGAS NV 89146-5196

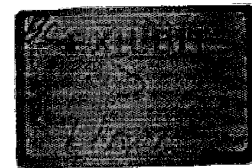
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Effective June 1, 2013, the following fee changes will apply to all Personal Accounts: The Non-Sufficient Funds (NSF) paid/returned item fee will be increased to \$35 but limited to no more than 5 per day (maximum of \$175); the fee will not be charged if your account is overdrawn by \$10 or less. The daily overdraft fee of \$5 will apply only if your account is overdrawn more than 5 business days (weekends and state/federal holidays are not considered business days).

PLATINUM 55 ACCOUNT

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			04/10/13	5,824.39
CHECK # 1964 - AT&T Services CHECKPAYMT 1964	250.64		04/15/13	5,573.45
CHECK # 1985	720.00		04/17/13	4,853.45
CHECK # 1989 - CAPITAL ONE ARC CHECK PYMT 1989	1,138.43		04/18/13	3,715.02
CHECK # 1987	11.00		04/23/13	3,704.02
CHECK # 1988	199.00		04/23/13	3,505.02
CHECK # 1990	80.00		04/24/13	3,425.02
CHECK # 1993	1,500.00		04/30/13	1,925.02
CHECK # 1991 - SDGLR ARC PYMT 1991	101.84		05/01/13	1,823.18
CHECK # 1994	120.00		05/01/13	1,703.18
CHECK # 1992	375.00		05/01/13	1,328.18
WIRE/IN-;ORG ALPINE SECURITIES CORP;RWF		240,000.00	05/02/13	241,328.18
WIRE FEE-;INRND DD-10 WIRE FEE-DEM BR-03	10.00		05/02/13	241,318.18
DEPOSIT		250.00	05/06/13	241,568.18
CHECK # 1996	2,500.00		05/06/13	239,068.18
TELEPHONE TRANSFER REQUEST C/S	175,000.00		05/07/13	64,068.18
INTEREST		8.47	05/10/13	64,076.65
BALANCE THIS STATEMENT			05/10/13	64,076.65

*** CONTINUED ***



MONA 2nd JDE - 007420765

MAY 01 2012...

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

APR 27 2012

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. JUC495966

) 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

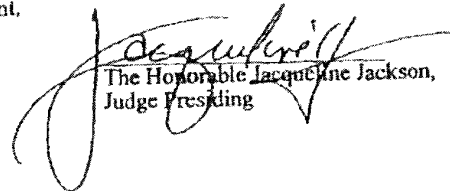
~~PROPOSED~~ JUDGMENT NUNC PRO TUNC

S:\Far West\Trial\Judgment Minutes.doc




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

3 Dated: 4/27/12


The Honorable Jacqueline Jackson,
Judge Presiding

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~~PROPOSED~~ JUDGMENT NUNC PRO TUNC


CLERK OF THE COURT

1 OJDE
2 F. THOMAS EDWARDS, ESQ.
3 Nevada Bar No. 9549
4 E-mail: fedwards@nevadafirm.com
5 HOLLEY DRIGGS WALCH
6 FINE WRAY PUZEY & THOMPSON
7 100 South Fourth Street, Third Floor
8 Las Vegas, Nevada 89101
9 Telephone: 702/791-0308
10 Facsimile: 702/791-1912

11 *Attorneys for Plaintiff*

12 DISTRICT COURT

13 CLARK COUNTY, NEVADA

14 FAR WEST INDUSTRIES, a California
15 corporation

16 Plaintiff

17 v.

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

23 Defendants

CASE NO.: A-22-60352-E
Dept. No. XV

ORDER FOR EXAMINATION OF
JUDGMENT DEBTOR MICHAEL J.
MONA, JR., INDIVIDUALLY, AND AS
TRUSTEE OF THE MONA FAMILY
TRUST DATED FEBRUARY 12, 2002

24 TO: MICHAEL J. MONA, JR., INDIVIDUALLY, AND AS TRUSTEE OF THE MONA
25 FAMILY TRUST DATED FEBRUARY 12, 2002

26 THIS PLEADING IS A COMMUNICATION BEING MADE IN AN EFFORT TO
27 COLLECT A DEBT AND SEEK COMPLIANCE WITH A JUDGMENT. ANY
28 INFORMATION OBTAINED INCIDENT HERETO WILL BE USED FOR THAT
PURPOSE.

It appearing to the Court that a Judgment (the "Judgment") was entered on April 17, 2012, in favor of Plaintiff Far West Industries and against Defendant Michael J. Moná, Jr., individually ("Moná"), and as Trustee of the Moná Family Trust Dated February 12, 2012 (the "Moná Family Trust") for damages in the amount of \$17,777,562.18, plus costs of \$25,562.56 and attorney's fees of \$327,548.84. Moná and the Moná Family Trust have failed to satisfy any amount of the Judgment by paying in full the monetary damages set forth in the Judgment; and whereas NRS 21.770 provides for an Examination of Judgment Debtor under such

10594 01/1494162



MAY 11 2015

0768

1 circumstances;

2 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Mona, individually,
3 and as Trustee of the Mona Family Trust ("Judgment Debtor"), appear at the law offices of
4 HOLLEY DRIGGS WALCH FINE WRAY PUZEY & THOMPSON, located at 400 South
5 Fourth Street, Third Floor, Las Vegas, Nevada 89101, on June 12, 2015, at 10:00 a.m. and May
6 29, 2015, at 10:00 a.m., to be examined under oath concerning any property which may be used
7 to satisfy said Judgment ("Judgment Debtor Examination") with examination continuing from
8 day to day until completed;

9 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that, in the interim of the
10 Judgment Debtor Examination, the Judgment Debtor be and hereby is forbidden from
11 effectuating any transfer(s) or otherwise disposing of any property not exempt from execution.

12 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that, the Judgment Debtor
13 shall produce at least one week prior to the examination the documents listed on Exhibit "1"
14 attached hereto and incorporated herein by reference.

15 IT IS FURTHER HEREBY ORDERED, ADJUDGED AND DECREED that the date
16 and time of the Judgment Debtor Examination may be continued at the Judgment Creditor's
17 discretion so as to accommodate any conflict of schedule which may arise.

18 FAILURE TO APPEAR AT THE TIME AND PLACE OF THE SCHEDULED
19 JUDGMENT DEBTOR EXAMINATION MAY RESULT IN A BENCH WARRANT BEING
20 ISSUED FOR YOUR ARREST.

21 Dated this 13th day of May 2015.

22 
23 DISTRICT COURT JUDGE
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Submitted by:

HOLLEY DRIGGS WALCH
FINE WRAY PUZEY & THOMPSON

By 

F. THOMAS EDWARDS, ESQ.
Nevada Bar No. 9549
400 S. Fourth Street, Third Floor
Las Vegas, NV 89101
Attorneys for Plaintiff

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EXHIBIT "1"

DEFINITIONS

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

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

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

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

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

E. "Judgment Debtor" shall mean and refer to (1) Michael J. Mona, Jr., Individually, and as Trustee of the Mona Family Trust Dated February 12, 2002, and (2) the Mona Family Trust Dated February 12, 2002, in the Judgment entered on April 27, 2012 by the Superior Court of the State of California, County of Riverside, Riverside Court in the case of Far West Industries v. Rio Vista Nevada, LLC, et al., Case No. RIC495966.

F. "You" or "Your" shall mean and refer to (1) Michael J. Mona, Jr., Individually, and as Trustee of the Mona Family Trust Dated February 12, 2002, and (2) Rhonda Mona, as Trustee of the Mona Family Trust Dated February 12, 2002.

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

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

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

6 J. If any Document request is deemed to call for disclosure of proprietary data,
7 counsel for movant is prepared to receive such data pursuant to an appropriate confidentiality
8 order.

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

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

19 ITEMS TO BE PRODUCED

20 1. For the period beginning April 2012 through the present date, financial documents of
21 Judgment Debtor, including, but not limited to, but not limited to, statements for
22 checking, savings or other financial accounts, securities brokerage accounts, certificates
23 of deposit, shares in banks, savings and loan, thrift, building loan, credit unions, or
24 brokerage houses or cooperative, and records of income, profits from companies, cash on
25 hand, safe deposit boxes, deposits of money with any other institution or person, cash
26 value of insurance policies, federal and state income tax refunds due or expected, any
27 debt payable to or held by or for Judgment Debtor, checks, drafts, notes, bonds, interest
28 bearing instruments, accounts receivable, liquidated and unliquidated claims of any
nature, or any and all other assets.

2. For the period beginning April 2012 through the present date, Documents relating to
closed financial accounts, including, but not limited to checking, savings or other
financial accounts, securities brokerage accounts, certificates of deposit, shares in banks,
savings and loan, thrift, building loan, credit unions, or brokerage houses or cooperative.

- 1 3. Tax returns and all related tax records of Judgment Debtor for tax years 2011, 2012,
2 2013, and 2014.
- 3 4. Tax returns and all related tax records of Rhonda Mona for tax years 2011, 2012, 2013,
4 and 2014.
- 5 5. For the period beginning April 2012 through the present date, Documents relating to tax
6 deficiencies of Judgment Debtor.
- 7 6. For the period beginning April 2012 through the present date, Documents relating to
8 earnings and/or income, including, but not limited to, compensation paid or payable for
9 services performed by Judgment Debtor, wages, tips, salaries, commissions, bonuses,
10 sales or transfers of assets, and interest earned on financial accounts.
- 11 7. For the period beginning April 2012 through the present date, Documents relating to
12 proof of Judgment Debtor's employment, including, but not limited to, any and all
13 paystubs, retirement slips, contracts for employment, and consulting agreements.
- 14 8. For the period beginning April 2012 through the present date, Documents relating to
15 income, passive income, investment distributions, or other monetary disbursements or
16 distributions Judgment Debtor has received.
- 17 9. For the period beginning April 2012 through the present date, Documents relating to
18 Judgment Debtor's ownership or lease of automobiles, trucks, trailers, and other vehicles,
19 including, but not limited to, Documents relating to vehicle registration, insurance, sales,
20 purchases, or leases.
- 21 10. For the period beginning April 2012 through the present date, Documents relating to
22 stock and interests in any and all corporations or other business entities, whether privately
23 held or publically traded, held by Judgment Debtor, including, but not limited to any and
24 all certificates of stock in CannaVEST Corp.
- 25 11. For the period beginning April 2012 through the present date, Documents relating to
26 interests in any and all partnerships, sole proprietorships, joint ventures, corporations,
27 holding companies and limited liability companies held by Judgment Debtor.
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1 12. Documents relating to any and all real property in which Judgment Debtor holds an
2 interest or which Judgment Debtor owns, directly or indirectly, including, but not limited
3 to, mortgages, deeds, leases, assignments, subordination agreements, and finance
4 statements.

5 13. Documents relating to any and all tangible or intangible property, including, but not
6 limited to, furnishings, furniture, musical instruments, fixtures, hardware, home
7 accessories, electronics, computers, audio-visual devices, appliances, equipment, jewelry,
8 artwork, antiques, and collections, in which Judgment Debtor holds an interest or which
9 Judgment Debtor owns, directly or indirectly, including, but not limited to, bills of sale,
10 sale receipts, purchase agreements, insurance policies, or promissory notes.

11 14. For the period beginning April 2012 through the present date, Documents relating to all
12 commercial and consumer loans which Judgment Debtor applied for, or which Judgment
13 Debtor guaranteed, that were submitted to any individual, bank, lender, financial
14 institution, finance company, other private entity, public agency or governmental
15 administration.

16 15. For the period beginning April 2012 through the present date, Documents relating to all
17 monies loaned to Judgment Debtor or financed on Judgment Debtor's behalf, including,
18 but not limited to, any home loan, personal property loan, equity loan, or line of credit.

19 16. For the period beginning April 2012 through the present date, Documents relating to any
20 guaranty or assurance of performance made by Judgment Debtor for any contract,
21 agreements, commercial transactions, loans, financing arrangements, notes, mortgages,
22 third party lender agreements, assignments, and subordination agreements of any kind.

23 17. For the period beginning April 2012 through the present date, policies of insurance issued
24 in the name of Judgment Debtor and/or under which Judgment Debtor is a beneficiary,
25 including, but not limited to, policies for life insurance, disability insurance, homeowners
26 insurance, automobile insurance, health insurance, flood insurance, umbrella policies,
27 liability insurance, personal property protection, and corporate director and/or officer
28 insurance.

1 18. For the period beginning April 2012 through the present date, Documents relating to any
2 indebtedness that was owed to Judgment Debtor or which is still owed to Judgment
3 Debtor by any person or entity, including, but not limited to, agreements, contracts,
4 leases, promissory notes, mortgages, bills of sale, personal guaranties, or judgments.

5 19. For the period beginning April 2012 through the present date, Documents relating to any
6 indebtedness that was owed by Judgment Debtor or which is still owed by Judgment
7 Debtor to any person or entity, including, but not limited to, agreements, contracts,
8 leases, promissory notes, mortgages, bills of sale, personal guaranties, or judgments.

9 20. For the period beginning April 2012 through the present date, all audited and unaudited
10 financial statements prepared by or on behalf of Judgment Debtor.

11 21. For the period beginning April 2012 through the present date, financial affidavits that
12 Judgment Debtor executed at any time for any purpose or reason, including, but not
13 limited to, submissions in court proceedings or other legal matters, governmental
14 compliance, proceedings, or investigation, or applications for loans or other financing.

15 22. For the period beginning April 2012 through the present date, Documents relating to total
16 attorney's fees charged to and/or paid by Judgment Debtor.

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

19 24. For the period beginning April 2012 through the present date, Documents relating to all
20 residential real property lease or mortgage payments, utility bills, including, but not
21 limited to, cable, telephone, cellular phone, internet, club memberships, credit card
22 statements, and automobile loan or lease payments that were billed to and/or owed by
23 Judgment Debtor

24 25. For the period beginning April 2012 through the present date, Documents relating to
25 retirement accounts, pension plans, SEP accounts, profit sharing plans and retirement
26 plans in which Judgment Debtor currently holds an interest
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- 1 26. For the period beginning April 2012 through the present date, Documents relating to all
2 tangible or intangible property or other assets sold, assigned, transferred, or conveyed by
3 Judgment Debtor to any person or entity.
- 4 27. Documents relating to any and all trusts of which Judgment Debtor currently is, or has
5 been for the period beginning April 2012 through the present date, or will be in the
6 future, a beneficiary, future beneficiary, settlor, or trustee.
- 7 28. Documents relating to any and all wills of which Judgment Debtor currently is, or has
8 been for the period beginning April 2012 through the present date, or will be a
9 beneficiary.
- 10 29. Documents evidencing any and all other intangible personal, tangible, and/or real
11 property of Judgment Debtor not already identified in the items set forth above.
- 12 30. Documents relating to the current value of any and all property identified in the items set
13 forth above, including, but not limited to, appraisals and tax assessments
- 14 31. A written inventory of any and all property identified in the items set forth above,
15 including, but not limited to, intangible, personal, tangible, and real property, with each
16 specific item of property listed with a description, location, and current fair market value.
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2. For the period beginning April 2012 through the present date, Documents relating to closed financial accounts, including, but not limited to checking, savings or other financial accounts, securities brokerage accounts, certificates of deposit, shares in banks, savings and loan, thrift, building loan, credit unions, or brokerage houses or cooperative.

Response:

See Tab 21.

3. Tax returns and all related tax records of Judgment Debtor for tax years 2011, 2012, 2013, and 2014.

Response:

See Tab 14.

4. Tax returns and all related tax records of Rhonda Mona for tax years 2011, 2012, 2013, and 2014.

Response:

Rhonda is not a judgment debtor in this case. As a result, her tax returns and tax-related records are not related to the inquiries regarding the judgment. Further, this request calls for tax documents that pre-date the judgment. That said, Mike and Rhonda file joint returns, which are part of Mike's disclosure. See Tab 17.

5. For the period beginning April 2012 through the present date, Documents relating to tax deficiencies of Judgment Debtor.

Response:

See Tabs 6, 14, and 21.

6. For the period beginning April 2012 through the present date, Documents relating to earnings and/or income, including, but not limited to, compensation paid or payable for services performed by Judgment Debtor, wages, tips, salaries, commissions, bonuses, sales or transfers of assets, and interest earned on financial accounts.

Response:

See Tabs 14 and 21.

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7. For the period beginning April 2012 through the present date, Documents relating to proof of Judgment Debtor's employment, including, but not limited to, any and all paystubs, retirement slips, contracts for employment, and consulting agreements.

Response:

The Trust is not employed. As a result, Rhonda will not providing any documents responsive to this Request.

8. For the period beginning April 2012 through the present date, Documents relating to income, passive income, investment distributions, or other monetary disbursements or distributions Judgment Debtor has received.

Response:

The Trust, as indicated above, is not employed. That said, see Tabs 14 and 21.

9. For the period beginning April 2012 through the present date, Documents relating to Judgment Debtor's ownership or lease of automobiles, trucks, trailers, and other vehicles, including, but not limited to, Documents relating to vehicle registration, insurance, sales, purchases, or leases.

Response:

The Trust does not own or lease any automobiles, trucks, trailers and/or other vehicles. As a result, Rhonda will not be providing documents responsive to this Request.

10. For the period beginning April 2012 through the present date, Documents relating to stock and interests in any and all corporations or other business entities, whether privately held or publically traded, held by Judgment Debtor, including, but not limited to any and all certificates of stock in CanvaVEST Corp.

Response:

The Trust does not hold any stock. That said, see Tab 14.

11. For the period beginning April 2012 through the present date, Documents relating to interests in any and all partnerships, sole proprietorships, joint ventures, corporations, holding companies and limited liability companies held by Judgment Debtor.

Response:

See Tab 14.

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12. Documents relating to any and all real property in which Judgment Debtor holds an interest or which Judgment Debtor owns, directly or indirectly, including, but not limited to, mortgages, deeds, leases, assignments, subordination agreements, and finance statements.

Response:

See Tabs 6 and 23.

13. Documents relating to any and all tangible or intangible property, including, but not limited to, furnishings, furniture, musical instruments, fixtures, hardware, home accessories, electronics, computers, audio-visual devices, appliances, equipment, jewelry, artwork, antiques, and collections, in which Judgment Debtor holds an interest or which Judgment Debtor owns, directly or indirectly, including, but not limited to, bills of sale, sale receipts, purchase agreements, insurance policies, or promissory notes.

Response:

The Trust does not hold any interest in any tangible or intangible property, as discussed in the Request. As a result, Rhonda will not be providing any documents responsive to this Request.

14. For the period beginning April 2012 through the present date, Documents relating to all commercial and consumer loans which Judgment Debtor applied for, or which Judgment Debtor guaranteed, that were submitted to any individual, bank, lender, financial institution, finance company, other private entity, public agency or governmental administration.

Response:

The Trust did not apply for any loans and the information for the Red Arrow property will be provided in response to Request No. 12. As a result, Rhonda will not be providing any documents responsive to this Request.

15. For the period beginning April 2012 through the present date, Documents relating to all monies loaned to Judgment Debtor or financed on Judgment Debtor's behalf, including, but not limited to, any home loan, personal property loan, equity loan, or line of credit.

Response:

No person or entity loaned the Trust any monies and nothing was financed on behalf of the Trust. As a result, Rhonda will not be providing any documents responsive to this Request.

16. For the period beginning April 2012 through the present date, Documents relating to any guaranty or assurance of performance made by Judgment Debtor for any contract.

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agreements, commercial transactions, loans, financing arrangements, notes, mortgages, third party lender agreements, assignments, and subordination agreements of any kind.

Response:

The Trust has not made any guaranties or assurances of performance. As a result, Rhonda will not be providing documents responsive to this Request.

17. For the period beginning April 2012 through the present date, policies of insurance issued in the name of Judgment Debtor and/or under which Judgment Debtor is a beneficiary, including, but not limited to, policies for life insurance, disability insurance, homeowners insurance, automobile insurance, health insurance, flood insurance, umbrella policies, liability insurance, personal property protection, and corporate director and/or officer insurance.

Response:

There are no policies of insurance issued in the name of the Trust. As a result, Rhonda will not be providing documents responsive to this Request.

18. For the period beginning April 2012 through the present date, Documents relating to any indebtedness that was owed to Judgment Debtor or which is still owed to Judgment Debtor by any person or entity, including, but not limited to, agreements, contracts, leases, promissory notes, mortgages, bills of sale, personal guaranties, or judgments.

Response:

There is no indebtedness owed to the Trust. As a result, Rhonda will not be providing any documents responsive to this Request.

19. For the period beginning April 2012 through the present date, Documents relating to any indebtedness that was owed by Judgment Debtor or which is still owed by Judgment Debtor to any person or entity, including, but not limited to, agreements, contracts, leases, promissory notes, mortgages, bills of sale, personal guaranties, or judgments.

Response:

The Trust is not the "debtor" on the Red Arrow property. However, the Red Arrow property does hold approximately \$2.2 million in debt. As a result, Rhonda will not be providing any documents responsive to this Request.

20. For the period beginning April 2012 through the present date, all audited and unaudited financial statements prepared by or on behalf of Judgment Debtor.

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Response:

There are no financial statements for the Trust. As a result, Rhonda will not be providing any documents responsive to this Request.

21. For the period beginning April 2012 through the present date, financial affidavits that Judgment Debtor executed at any time for any purpose or reason, including, but not limited to, *submissions in court proceedings or other legal matters, governmental compliance, proceedings, or investigation, or applications for loans or other financing.*

Response:

There are no financial affidavits related the Trust. As a result, Rhonda will not be providing documents responsive to this Request.

22. For the period beginning April 2012 through the present date, Documents relating to total attorney's fees charged to and/or paid by Judgment Debtor.

Response:

The Trust has not paid any attorney fees. As a result, Rhonda will not be providing any documents responsive to this Request.

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

Response:

Other than the Red Arrow property, for which documents were discussed above, there have been no monies, gifts, bequests, dispositions, or transfers related to the Trust. As a result, Rhonda will not be providing documents responsive to this Request.

24. For the period beginning April 2012 through the present date, Documents relating to all residential real property lease or mortgage payments, utility bills, including, but not limited to, cable, telephone, cellular phone, Internet, club memberships, credit card statements, and automobile loan or lease payments that were billed to and/or owed by Judgment Debtor.

Response:

None of the above were billed to or owed by the Trust. The Red Arrow property is the only asset in the Trust and the Trust is not responsible for payment of the note or the regularly occurring bills on the property. That said, see Tabs 6, 21, and 23.

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25. For the period beginning April 2012 through the present date, Documents relating to retirement accounts, pension plans, SEP accounts, profit sharing plans and retirement plans in which Judgment Debtor currently holds an interest.

Response:

The Trust does not have any retirement accounts, pension plans, profit sharing plans, or SEP accounts or the like associated with it. As a result, Rhonda will not be providing any documents responsive to this Request.

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

Response:

The Trust has not sold, assigned, transferred, or conveyed any tangible or intangible property. As a result, Rhonda will not be providing any documents responsive to this Request.

27. Documents relating to any and all trusts of which Judgment Debtor currently is, or has been for the period beginning April 2012 through the present date, or will be in the future, a beneficiary, future beneficiary, settlor, or trustee.

Response:

The Trust is not associated with any other trusts. As a result, Rhonda will not be providing any documents responsive to this Request.

28. Documents relating to any and all wills of which Judgment Debtor currently is, or has been for the period beginning April 2012 through the present date, or will be a beneficiary.

Response:

The Trust does not have any wills associated with it. As a result, Rhonda will not be providing any documents responsive to this Request.

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

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Response:

There are no additional documents evidencing any property that the Trust possesses, as the only potential asset the Trust possess is the Red Arrow property. See Tabs 6, 12, 14, 21, and 23.

30. Documents relating to the current value of any and all property identified in the items set forth above, including, but not limited to, appraisals and tax assessments.

Response:

Rhonda does not possess any appraisals for the Red Arrow property. However, see Tabs 6 and 23.

31. A written inventory of any and all property identified in the items set forth above, including, but not limited to, intangible, personal, tangible, and real property, with each specific item of property listed with a description, location, and current fair market value.

Response:

Other than the Red Arrow property, there is no "inventory" in the Trust. Further, as indicated, Rhonda does not possess any appraisals for the Red Arrow property. Also, Rhonda is not aware of the fair market value of the Red Arrow property. However, see Tabs 6 and 23.

Thank you for your time and courtesies. If you have any questions, please let me know.

Sincerely,

MARQUIS AURBACH COFFING



Tye S. Hansean, Esq.

TSH:mk

MAC 04275.003.2517819.3

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EMPLOYMENT AGREEMENT

THIS Agreement is made and entered into this 24 day of July, 2013, by and between Michael Mona, hereinafter "Executive" and Cannavest Corp., a Delaware corporation whose principal offices are located in Las Vegas, Nevada hereinafter "Cannavest".

RECITALS

WHEREAS, Executive has significant knowledge and experience in the development, marketing, sales, management and operation of enterprises in the development stage including business and operation involved in the production, development, manufacture and distribution of hemp based products, with knowledge and expertise will be a great asset to Cannavest's operations and growth, and

WHEREAS, Cannavest has requested that Executive, as its President, Chief Executive Officer, and Chief Executive Officer, and Executive has agreed to render such services hereunder on the terms and conditions of this Agreement.

Now, therefore, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

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

2. Services. Cannavest hereby retains and Executive accepts Cannavest's appointment as its President and Chief Executive Officer with responsibilities to oversee all aspects of the development, management, and operations of Cannavest and to carry out the instructions and directives of Cannavest's board of directors. As such, Executive will consult with and report directly to the Cannavest board of directors in all matters.

3. Performance. Executive shall use his best efforts in the performance of his obligations under this Agreement. Executive expressly acknowledges and agrees that Cannavest's board of directors shall be entitled to set performance goals and standards for Executive's salary by appropriate.

4. Compensation and benefits

4.1. Salary. For the services performed by Executive, Cannavest agrees to pay Executive a monthly salary of \$10,000 per month commencing on the effective date hereof, which salary shall be reviewed periodically and may be increased (but not decreased) without the agreement of Executive) at the discretion of the board of directors. Said salary, less withholding and other taxes or contributions as may be required by law or regulation, shall be paid monthly on or before the 15 day of the month for services rendered in the previous calendar month. In addition to Executive's salary, Executive shall be entitled to receive such benefits as may be determined and approved from time to time by Cannavest's board of directors.

4.2. Stock Options. In addition to the compensation set forth above in section 4.1, Executive shall be awarded an option to purchase up to five hundred thousand (500,000) shares of common stock of Cannavest at a price and subject to the terms set forth in the stock option grant attached hereto as Exhibit "A" which is incorporated herein by reference as if fully set forth.

Page - 1 -

Initials: MM



MONA 2nd JDE-0785

4.3 Benefits; Allowances. During the Employment Period, Executive will be entitled to receive those benefits offered by CannaVest, which shall be the same as those offered by CannaVest to its Executives in general as described hereafter in Section 4.3.1 and payment of the specific allowances described in Section 4.3.2. All amounts payable to Executive hereunder shall be subject to all required and customary withholding by CannaVest.

4.3.1 Insurance and Vacation. Executive will be eligible to receive and participate in such benefits as CannaVest establishes and maintains for its Executives as determined and approved by the board of directors, which typically would include:

(i) participation in CannaVest's sponsored health benefits (medical, dental, vision, and life insurance) on the same basis as the other Executives, subject to such deductibles and limits as may be applicable;

(ii) when enrollment is possible, participation in a CannaVest sponsored 401(k) Plan (if any) or such other retirement plan offered by CannaVest to its Executives as it may be changed or modified from time to time;

(iii) a minimum of two weeks vacation, with additional vacation time as provided in CannaVest's vacation policy for all Executives; and

(iv) such paid holidays as may be determined by CannaVest from time to time for all Executives.

4.3.2 Expenses. Executive may submit written requests for reimbursement for pre-approved business expenses incurred by Executive in the course of performing his duties and responsibilities under this Agreement. Such expense reimbursement requests must be made consistent with CannaVest's policies and are subject to CannaVest's requirements with respect to reporting, documentation and pre-approval.

5. Term; Termination.

5.1 Term. This Agreement shall commence on August 1, 2013 and shall continue for a period of sixty (60) months (the "Initial Term") unless (i) it is extended for an additional term by agreement of the Parties; (ii) Executive's employment is terminated by CannaVest 'for cause' as that term is defined hereunder; or (iii) Executive voluntarily and at his own choice resigns from his employment with CannaVest.

5.2 Termination for Cause. CannaVest may terminate this Agreement 'for cause' at any time by giving ten (10) working days' written notice to Executive. As used herein, the term 'for Cause' shall mean and refer to those acts of Executive where Executive: a) is convicted of a crime or criminal offense provided however infractions or misdemeanors shall not be deemed a crime or criminal offense hereunder; b) fails or refuses to comply with the written policies or reasonable directive of CannaVest's board of directors; c) is guilty of serious misconduct in connection with Executive's performance hereunder; or d) materially breaches any provisions of this Agreement.

5.3 Rights to Compensation after Termination. A termination hereof 'for cause' or as a result of Executive's voluntary resignation from CannaVest shall also terminate CannaVest's obligation to pay the compensation and fees set forth above in section 4.1 and 4.3 after the date of termination. However, Executive shall be entitled to receive the full compensation set forth in 4.1 and 4.2 in the event

Executive's employment is terminated for any other reason whatsoever, with said amount calculated and paid to Executive in a lump sum on or before the specified termination date.

6. Indemnification. CannaVest shall indemnify and hold Executive harmless from any and all liability or loss threatened by third parties, shareholders, or others against Executive's arising from Executive's employment as an officer, director or employee of CannaVest. It is the intent of the Parties that the indemnification herein be construed to be and shall be to the full extent allowed by applicable state and federal laws.

7. Confidentiality, Non-Competition.

7.1 Confidentiality. Executive agrees to keep confidential and not to disclose, directly or indirectly, any proprietary information, business or product strategies, customer lists, price lists, contacts or financial data provided to Executive by CannaVest, or to which Executive may become aware during the term of this Agreement without the express consent of CannaVest. The foregoing covenant of confidentiality shall remain in effect for a period of ten (10) years after the date of termination of Executive's affiliation with CannaVest. Executive recognizes that a breach of this covenant will result in damages to CannaVest for which an award of monetary damages would be inadequate. Consequently, CannaVest shall be entitled to injunctive relief, in addition to such other remedies as may be provided by law or in equity.

7.2 Non-Competition, Non-Solicitation. Executive agrees that during the term of this Agreement and during the twelve (12) months following the expiration or termination hereof for cause (the "Non-Competition Period"), Executive will not, directly or indirectly, either for herself or for any other person, partnership, corporation or company, permit his name to be used by or participate in any business or enterprise that formulates, produces, manufactures, offers or sells any products or services competitive to those of CannaVest or any of its subsidiaries. Because of the nature of CannaVest's business and its products and services, the foregoing shall not be restricted by geography, but shall be deemed a worldwide restriction. For purposes of this Agreement, the term "participate" includes any direct or indirect interest in any enterprise, whether as an officer, director, Executive, partner, sole proprietor, stockholder, agent, representative, independent contractor, consultant, franchisor, franchisee, creditor, investor, lender, owner or otherwise; provided that the term "participate" shall not include ownership of less than 5% of the stock of a publicly-held corporation whose stock is traded on a national securities exchange or in the over-the-counter market. Executive acknowledges that the restrictions set forth above are reasonable and necessary with respect to duration, geography and scope to protect the goodwill of the CannaVest's business and operations. During the Non-Competition Period, Executive shall not (i) induce or attempt to induce any employee or consultant of CannaVest to leave its employ or in any way interfere with the relationship between CannaVest and its employees or consultants; (ii) solicit or hire any person who was an employee of CannaVest at any time during the Non-Competition Period; or (iii) induce or attempt to induce any supplier, customer, sales representative, licensee, licensor, franchisee or other business relation of CannaVest to cease doing business with CannaVest or in any way interfere with the relationship between CannaVest and any such person or business relation (including, without limitation, making any negative statements or communications about CannaVest).

7.3 Reasonableness of Negative Covenants. Executive agrees that the foregoing restrictions and negative covenants are reasonable and that 10% of the compensation received by Executive shall be deemed compensation paid therefor by CannaVest. If, at the time of enforcement of any of the provisions of this Section 7, a court holds that the restrictions stated therein are unreasonable under the circumstances then existing, the Parties hereto agree that the maximum period, scope or geographical area reasonable under such circumstances shall be substituted for the stated period, scope or area. Executive agrees that the covenants made in Section 7 shall be construed as an agreement independent of any other

provision of this Agreement and shall survive any order of a court of competent jurisdiction terminating any other provision of this Agreement.

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

"Executive"

By:

Michael Monz, Jr.

Date:

"Contract"

By:

Michael Monz, Jr., President and CEO

Date:

CANNAVEST CORP.
STOCK OPTION GRANT NOTICE
AMENDED AND RESTATED 2013 EQUITY INCENTIVE PLAN

FOR GOOD AND VALUABLE CONSIDERATION, Cannavest Corp. (the "**Company**"), hereby grants to the Optionee (named below), a stock option (the "**Option**") to purchase any part or all of the specific number of shares of its Common Stock ("Option Shares"), upon the terms and subject to the conditions set forth in this Stock Option Grant Notice (the "**Grant Notice**"), at the specified purchase price per share without commission or other charge. The Option is granted pursuant to the Company's Amended and Restated 2013 Equity Incentive Plan (the "**Plan**") and the Stock Option Agreement (the "**Option Agreement**"), promulgated under the Plan and in effect as of the date of this Grant Notice.

Optionee:	Michael Monahan
Date of Grant:	December 16, 2014
vesting Commencement Date:	January 1, 2015
Number of Option Shares:	100,000
Exercise Price per Share:	\$7.64
Lot Number:	100,000,000
Expiration Date:	December 16, 2020 (Date of Grant)

Exercise Method: ☒ Incentive Stock Option ☐ Non-qualified Stock Option

Exercise Schedule: ☒ Standard Vesting Schedule ☐ Accelerated Schedule

Vesting Schedule: Except as otherwise provided in the Option Agreement, the number of Option Shares that are vested (including any unexercised *dividend* shares) at any date shall be determined as follows: (i) *25% of* Option Shares will be vested on the vesting commencement date; and (ii) *1,500,000* of the Option Shares will be vested in a series of twelve (12) consecutive equal monthly increments (months) from January 1, 2015, *provided, however, that there has not been a Termination of Service* as of each such date. In no event will the Option become exercisable for any additional Option Shares after a Termination of Service.

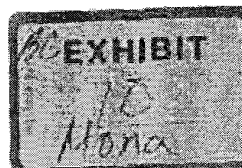
Payment: By one or a combination of the following items (as set forth in the Plan):

- (1) By cash or check;
- (2) By net exercise, if the Company has established procedures for net exercise;

Additional Terms/Acknowledgements: The undersigned Optionee acknowledges receipt of, and understands and agrees to, this Stock Option Grant Notice, the Option Agreement, and the Plan.

Further, by their signatures below, the Company and the Optionee agree that the Option is governed by this Grant Notice and by the provisions of the Plan and Option Agreement, both of which are attached to and made a part of the Grant Notice. Optionee acknowledges receipt of copies of the Plan and the Option Agreement, represents that the Optionee has read and is familiar with their provisions, and hereby accepts the Option subject to all of their terms and conditions. Optionee further acknowledges that, as of the Date of Grant, this Grant Notice, the Option Agreement and the Plan set forth the entire understanding between Optionee and the Company regarding the acquisition of stock in the Company, and supersede all prior oral and written agreements on that subject, with the exception of options previously granted under the Plan.

This is an Amended and Restated Option Agreement. The first Incentive Stock Option Agreement between the Company and the Optionee was dated December 16, 2013, and was amended by this Grant Notice. The first Non-qualified Stock Option Agreement between the Company and the Optionee was dated December 16, 2013, and was amended by this Grant Notice. The first Restricted Stock Agreement between the Company and the Optionee was dated December 16, 2013, and was amended by this Grant Notice.



0789
 MONA 2nd JDE - 00032

CANNAVEST CORP.

By: 
Joseph Dowling, Chief Financial Officer

Date: December 8, 2014

Attachments: (I) Option Agreement, (II) Amended and Restated 2013 Equity Incentive Plan, and (III) Notice of Exercise

OPTIONEE: MICHAEL MONA, JR.


Signature

Date: December 8, 2014

DOCS (25416-000001) 01/06/14

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MONA 2nd JDR - 00033

STOCK OPTION AGREEMENT

(INCENTIVE STOCK OPTION OR NONSTATUTORY STOCK OPTION)

CANNAVEST CORP. AMENDED AND RESTATED 2013 EQUITY INCENTIVE PLAN

Effective as of July 23, 2014

Pursuant to the Stock Option Grant Notice ("Grant Notice") and this Option Agreement ("Option Agreement"), CannaVEST Corp., a Delaware corporation (the "Company") has granted to Optionee an option under its Amended and Restated 2013 Equity Incentive Plan (the "Plan"), to purchase the number of shares of the Company's Common Stock indicated in Optionee's Grant Notice, at the exercise price indicated in such Grant Notice. This Option Agreement is incorporated by reference into and made a part of the Grant Notice. Whenever capitalized terms are used in this Option Agreement, they shall have the meaning specified (i) in the Plan, (ii) in the relevant Grant Notice, or (iii) below, unless the context clearly indicates to the contrary.

The details of the Option granted to Optionee are as follows:

1. **Term of Option.** Subject to the maximum time limitations in Sections 5(b) and 6(a) of the Plan, the term of the Option shall be the period commencing on the Date of Grant and ending on the Expiration Date (as defined in the Grant Notice), unless terminated earlier as provided herein or in the Plan.

2. **Exercise Price.** The Exercise Price of the Option granted hereby shall be as provided in the Grant Notice.

3. **Exercise of Option.**

(a) The Grant Notice sets forth the rate at which the Option Shares shall become subject to purchase ("vest") by Optionee.

(b) In the event of a Change in Control of the Company, except as otherwise may be provided in the Plan or Grant Notice, the vesting of the Option shall not accelerate, and the Option shall terminate if not exercised (to the extent then vested and exercisable) at or prior to such Change in Control.

(c) Optionee shall exercise the Option, to the extent exercisable, in whole or in part, by sending written notice to the Company on a Notice of Exercise in the form attached to the Grant Notice of his or her intention to purchase Option Shares hereunder, together with a check in the amount of the full purchase price of the Option Shares to be purchased, or such other form of payment as permitted by the Grant Notice. Except as otherwise consented to by the Company, Optionee shall not exercise the Option at any one time with respect to less than five percent (5%) of the total Option Shares set forth in the Grant Notice unless Optionee exercises all of the Option then vested and exercisable.

(d) If the Option is an Incentive Stock Option, by Optionee's exercise of the Option, Optionee agrees that he or she will notify the Company in writing within fifteen (15) days after the date of any disposition of any of the shares of the Common Stock issued upon exercise of the Option that occurs within two (2) years after the date of the Date of Grant or within one (1) year after such shares of Common Stock are transferred upon exercise of the Option.

(e) Optionee agrees to complete and execute any additional documents which the Company reasonably requests that Optionee complete in order to comply with applicable federal, state and local securities laws, rules and regulations.

(f) Subject to the Company's compliance with all applicable laws, rules and regulations relating to the issuance of such Option Shares and Optionee's compliance with all the terms and conditions of the Grant Notice, this Option Agreement, and the Plan, the Company shall promptly deliver the Option Shares to Optionee.

(g) Except as otherwise provided herein or in the Plan, the Option may be exercised during the lifetime of Optionee only by Optionee.

(h) In the event that Optionee is an Employee eligible for overtime compensation under the Fair Labor Standards Act of 1938, as amended (*i.e.*, a "**Non-Exempt Employee**"), Optionee may not exercise his or her Option until the later of (i) the date that he or she shall have completed at least six (6) months of service to the Company measured from the Date of Grant specified in Optionee's Grant Notice, or (ii) the date set forth in the Grant Notice for when the Option is first exercisable.

4. **Exercise Prior to Vesting ("Early Exercise")**. If expressly permitted by the Grant Notice and subject to the provisions of this Option Agreement, Optionee may, at any time that is both (i) prior to a Termination of Service; and (ii) prior to the Expiration Date, elect to exercise all or part of the Option, including the nonvested portion of the Option; *provided, however*, that:

(a) a partial exercise of the Option shall be deemed to cover first any vested Option Shares and then the earliest vesting installment(s) of unvested Option Shares;

(b) any Option Shares so purchased from installments which have not vested as of the date of exercise shall be subject to a purchase option in favor of the Company, pursuant to an Early Exercise Stock Purchase Agreement in form satisfactory to the Company;

(c) Optionee shall enter into the Early Exercise Stock Purchase Agreement with a vesting schedule that will result in the same vesting as if no early exercise had occurred; and

(d) as provided in the Plan, if the Option is an Incentive Stock Option, to the extent that the aggregate Fair Market Value (determined at the time of grant) of Common Stock with respect to which the Option plus all other Incentive Stock Options held by Optionee are exercisable for the first time during any calendar year (under all plans of the Company and its Affiliates) exceeds One Hundred Thousand Dollars (\$100,000), the Options or portions thereof

that exceed such limit (according to the order in which they were granted) shall be treated as Nonstatutory Stock Options.

5. **Option Not Transferable.** The Option granted hereunder shall not be transferable in any manner other than as provided in Section 6(d) of the Plan. More particularly (but without limiting the foregoing), the Option may not be assigned, transferred (except as expressly provided in the Plan), pledged or hypothecated in any way, shall not be assignable by operation of law and shall not be subject to execution, attachment or similar process. Any attempted assignment, transfer, pledge, hypothecation or other disposition of the Option contrary to the provisions hereof, or the levy of any execution, attachment or similar process upon the Option, shall be null and void and without effect.

6. **Termination of Option.**

(a) To the extent not previously exercised, the Option shall terminate on the Expiration Date; *provided, however*, that except as otherwise provided in this Section 6, the Option may not be exercised more than sixty (60) days after the Termination of Service of Optionee for any reason (other than for Cause, as defined below, or upon Optionee's death or Disability). Within such sixty (60)-day period, except as may otherwise be specifically provided in this Option Agreement or any other agreement between Optionee and the Company which has been approved by the Board, Optionee may exercise the Option only to the extent the same was exercisable on the date of such termination and said right to exercise shall terminate at the end of such period.

(b) In the event of the Termination of Service of Optionee as a result of Optionee's Disability, the Option shall be exercisable for a period of six (6) months from the date of such termination, but in no event later than the Expiration Date and only to the extent that the Option was exercisable on the date of such termination.

(c) In the event of the Termination of Service of Optionee as a result of Optionee's death, the Option shall be exercisable by Optionee's estate (or by the person who acquires the right to exercise the Option by will or by the laws of descent and distribution) for a period of twelve (12) months from the date of such termination, but in no event later than the Expiration Date and only to the extent that Optionee was entitled to exercise the Option on the date of death.

(d) In the event of the Termination of Service of Optionee for Cause (as defined below), unless otherwise determined by the Board, (A) the Option shall expire as of the date of the first occurrence giving rise to such termination or upon the Expiration Date, whichever is earlier; (B) Optionee shall have no rights with respect to any unexercised portion of the Option; and (C) any Option Shares issued in respect of the exercise of the Option on or after the date of the first act and/or event constituting Cause shall have occurred shall be deemed to have been issued in respect of an expired option, and shall thereupon be deemed null and void *ab initio*, and Optionee shall have no claims to, or rights in, any such Option Shares. "Cause" means with respect to Optionee, the occurrence of any of the following events, as reasonably determined by the Board in each case: (i) Optionee's commission of any felony or any crime

involving fraud, dishonesty or moral turpitude under the laws of the United States or any state thereof; (ii) Optionee's commission, or attempted commission, of, or participation in, a fraud or act of dishonesty against the Company or any Affiliate, or any of their respective employees, officers or directors; (iii) Optionee's intentional, material violation of any contract or agreement between the Optionee and the Company or any Affiliate or of any statutory duty owed to the Company or any Affiliate; (iv) Optionee's unauthorized use or disclosure of the Company's or an Affiliate's material confidential information or trade secrets; (v) Optionee's gross misconduct in connection with Optionee's service to the Company or an Affiliate; or (vi) Optionee's failure to promptly return all documents and other tangible items belonging to the Company or its Affiliates in the Participant's possession or control, including all complete or partial copies, recordings, abstracts, notes or reproductions of any kind made from or about such documents or information contained therein, upon a Termination of Service for any reason. "Cause" shall not require that a civil judgment or criminal conviction have been entered against, or guilty plea shall have been made by, Optionee regarding any of the matters referred to in clauses (i) through (vi). Accordingly, the Board shall be entitled to determine "Cause" based on the its good faith belief. If the Optionee is criminally charged with a felony or similar offense, that shall be a sufficient, but not a necessary, basis for such a belief. Unless otherwise specifically provided in the Grant Notice, the foregoing definition of "Cause" shall apply for all purposes relating to the Option, notwithstanding any employment or other agreement by and between Optionee and the Company or any Affiliate thereof that defines a termination on account of "Cause" (or a term having similar meaning).

(e) Notwithstanding the foregoing, the Option is subject to earlier termination upon a Change in Control, as provided in Section 3(b) above and in Section 11 of the Plan, or upon the dissolution of the Company. If the Option will terminate in connection with a Change in Control, the Company shall provide written notice to Optionee of a proposed transaction constituting a Change in Control, not less than ten (10) days prior to the anticipated effective date of the proposed transaction.

(f) Notwithstanding anything herein to the contrary, no portion of any Option which is not exercisable by Optionee upon the Termination of Service of such Optionee shall thereafter become exercisable, regardless of the reason for such termination, except as may otherwise be specifically provided in this Option Agreement or any other agreement between Optionee and the Company which has been approved by the Board.

7. **No Right to Continued Service.** The Option does not confer upon Optionee any right to continue as an Employee or Director of, or Consultant to, the Company or an Affiliate, nor does it limit in any way the right of the Company or an Affiliate to terminate Optionee's employment or other relationship with the Company or an Affiliate, at any time, with or without Cause.

8. **Notice of Tax Election.** If Optionee makes any tax election relating to the treatment of the Option Shares under the Internal Revenue Code of 1986, as amended, Optionee shall promptly notify the Company of such election.

9. **Acknowledgments of Optionee.** Optionee acknowledges and agrees that:

(a) Although the Company has made a good faith attempt to qualify the Option as an incentive stock option within the meaning of Sections 421, 422 and 424 of the Code (if the Grant Notice provides that the Option is an Incentive Stock Option), the Company does not warrant that the Option granted herein constitutes an "incentive stock option" within the meaning of such sections, or that the transfer of Option Shares will be treated for federal income tax purposes as specified in Section 421 of the Code.

(b) Optionee shall notify the Company in writing within fifteen (15) days of each disposition (including a sale, exchange, gift or a transfer of legal title) of the Option Shares made within two years after the issuance of such Option Shares.

(c) If the Grant Notice provides that the Option is an Incentive Stock Option, Optionee understands that if, among other things, he or she disposes of any Option Shares granted within two years of the granting of the Option to him or her or within one year of the issuance of such shares to him or her, then such Option Shares will not qualify for the beneficial treatment which Optionee might otherwise receive under Sections 421 and 422 of the Code.

(d) Optionee and his or her transferees shall have no rights as a shareholder with respect to any Option Shares until the date of the issuance of a stock certificate evidencing such Option Shares. No adjustment shall be made for dividends (ordinary or extraordinary, whether in cash, securities or other property) or distributions or other rights for which the record date is prior to the date such stock certificate is issued, except as provided in Section 10 of the Plan.

(e) Certificates representing Option Shares acquired pursuant to the exercise of Incentive Stock Options shall be imprinted with the following legend:

THE SHARES EVIDENCED BY THIS CERTIFICATE WERE ISSUED BY THE CORPORATION TO THE REGISTERED HOLDER UPON EXERCISE OF AN INCENTIVE STOCK OPTION AS DEFINED IN SECTION 422 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED ("ISO"). IN ORDER TO OBTAIN THE PREFERENTIAL TAX TREATMENT AFFORDED TO ISOs, THE SHARES SHOULD NOT BE TRANSFERRED PRIOR TO THE LATER OF (A) TWO YEARS AFTER THE DATE OF GRANT OF SUCH ISO, OR (B) ONE YEAR AFTER THE DATE OF EXERCISE OF SUCH ISO. SHOULD THE REGISTERED HOLDER ELECT TO TRANSFER ANY OF THE SHARES PRIOR TO SUCH DATE AND FOREGO ISO TAX TREATMENT, THE TRANSFER AGENT FOR THE SHARES SHALL NOTIFY THE CORPORATION IMMEDIATELY. THE REGISTERED HOLDER SHALL HOLD ALL SHARES PURCHASED UNDER THE INCENTIVE STOCK OPTION IN THE REGISTERED HOLDER'S NAME (AND NOT IN THE NAME OF ANY NOMINEE) PRIOR TO THIS DATE OR UNTIL TRANSFERRED AS DESCRIBED ABOVE.

10. **Withholding Obligations.** Whenever Option Shares are to be issued under the Option Agreement, the Company shall have the right to require Optionee to remit to the Company an amount sufficient to satisfy federal, state and local withholding tax requirements prior to issuance and/or delivery of any certificate or certificates for such Option Shares.

11. **No Obligation to Notify.** The Company shall have no duty or obligation to Optionee to advise Optionee as to the time or manner of exercising the Option. Furthermore, except as specifically set forth herein or in the Plan, the Company shall have no duty or obligation to warn or otherwise advise Optionee of a pending termination or expiration of the Option or a possible period in which the Option may not be exercised. The Company has no duty or obligation to minimize the tax consequences of the Option granted to Optionee.

12. **Miscellaneous.**

(a) This Option Agreement shall bind and inure to the benefit of the parties' heirs, legal representatives, successors and permitted assigns.

(b) This Option Agreement, the Grant Notice and the Plan, constitute the entire agreement between the parties pertaining to the subject matter contained herein and they supersede all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment of this Option Agreement shall be binding unless executed in writing by all of the parties. No waiver of any of the provisions of this Option Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. In the event there exists any conflict or discrepancy between any of the terms in the Plan and this Option Agreement, the terms of the Plan shall be controlling. A copy of the Plan has been delivered to Optionee and also may be inspected by Optionee at the principal office of the Company.

(c) Should any portion of the Plan, the Grant Notice or this Option Agreement be declared invalid and unenforceable, then such portion shall be deemed to be severable from this Option Agreement and shall not affect the remainder hereof.

(d) All notices required or permitted hereunder shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified; (ii) three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iii) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the Company at its principal executive office, and to Optionee at the address set forth in the Company's records, or at such other address as the Company or Optionee may designate by ten (10) days advance written notice to the other party hereto.

(e) This Option Agreement shall be construed according to the laws of the State of Delaware.

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

Electronically Filed
Jan 09 2018 04:32 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

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

APPELLANT'S APPENDIX
(Volume 9, Bates Nos. 1891-2127)

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Attorneys for Appellant

INDEX TO APPELLANT'S APPENDIX

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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
	Exhibit to Far West Industries' Ex Parte Motion for Order Allowing Examination of Judgment Debtor	
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
	Exhibit to Order for Appearance of Judgment Debtors	
Exhibit	Document Description	
A	List of Documents and Things to be Produced at Debtor's Examination	Volume 1 Bates Nos. 26–31
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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
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	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
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	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.	
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

	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.)	
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)		
	Exhibits to Appendix of Exhibits to Plaintiff Far West Industries' Motion to Reduce Sanctions Order to Judgment	
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

	Exhibits to Appendix of Exhibits to Plaintiff Far West Industries' Motion to Reduce Sanctions Order to Judgment (cont.)	
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
	Exhibits to Amended Appendix of Exhibits to Plaintiff Far West Industries' Motion to Reduce Sanctions Order to Judgment	
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
	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	
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

	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	
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

	Exhibits to Non-Party Rhonda Mona's Opposition to Plaintiff Far West Industries' Motion to Reduce Sanctions Order to Judgment	
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
	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	
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

	Exhibits to Appendix of Exhibits to Plaintiff Far West Industries' Reply in Support of Motion to Reduce Sanctions Order to Judgment	
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
	Exhibits to Amended Appendix of Exhibits to Plaintiff Far West Industries' Reply in Support of Motion to Reduce Sanctions Order to Judgment	
Exhibit	Document Description	
10	Real Party in Interest's Answering Brief	Volume 10 Bates Nos. 2326–2367 Volume 11 Bates Nos. 2368–2385

	Exhibits to Amended Appendix of Exhibits to Plaintiff Far West Industries' Reply in Support of Motion to Reduce Sanctions Order to Judgment (cont.)	
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
	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	
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
	Exhibits to Plaintiff Far West Industries' Supplemental Brief Regarding Motion to Reduce Sanctions Order to Judgment	
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
	Exhibits to Plaintiff's Far West Industries' Objection to Claim of Exception from Execution on an Order Shortening Time	
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
	Exhibits to Memorandum of Points and Authorities in Support of Claim of Exemption and Discharge	
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

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

	Exhibits to Appendix of Exhibits Attached to Memorandum of Points and Authorities in Support of Claim of Exemption and Motion for Discharge of Garnishment (cont.)	
Q	NRS 31.260	Volume 16 Bates Nos. 3792–3793
R	NRS 31.270	Volume 16 Bates Nos. 3794–3795
S	NRS 31.295	Volume 16 Bates Nos. 3796–3797
T	NRS 31.296	Volume 16 Bates Nos. 3798–3799
U	EDCR 2.20	Volume 16 Bates Nos. 3800–3801
Claim of Exemption from Execution (filed 11/10/16)		Volume 17 Bates Nos. 3802–3985
Far West Industries’ Objection to Claim of Exemption from Execution on an Order shortening Time and Motion for Attorney Fees and Costs Pursuant to NRS 18.010(2)(b) (filed 11/21/16)		Volume 17 Bates Nos. 3986–4002
	Exhibits to Far West Industries’ Objection to Claim of Exemption from Execution on an Order shortening Time and Motion for Attorney Fees and Costs Pursuant to NRS 18.010(2)(b)	
Exhibit	Document Description	
1	Findings of Fact and Conclusions of Law (filed 03/06/12 Superior Court of California, County of Riverside)	Volume 17 Bates Nos. 4003–4019
2	Order Regarding Plaintiff Far West Industries’ Motion for Determination of Priority of Garnishment and Defendant Michael J. Mona’s Countermotion to Discharge Garnishment and for Return of Proceeds (filed 06/21/16)	Volume 17 Bates Nos. 4020–4026
3	Writ of Execution	Volume 17 Bates Nos. 4027–4035
4	Documents from the Office of the Ex–Officio Constable	Volume 17 Bates Nos. 4036–4039
Affidavit of Service upon CV Sciences, Inc. FKA Cannavest Corp. (filed 11/23/16)		Volume 17 Bates Nos. 4040–4041

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

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

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

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

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

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

	Exhibits to Appendix of Exhibits Attached to Memorandum of Points and Authorities in Support of Claim of Exemption and Motion to Discharge Garnishment (cont.)	
Q	NRS 31.260	Volume 20 Bates Nos. 4725–4726
R	NRS 31.270	Volume 20 Bates Nos. 4727–4728
S	NRS 31.295	Volume 20 Bates Nos. 4729–4730
T	NRS 31.296	Volume 20 Bates Nos. 4731–4732
U	EDCR 2.20	Volume 20 Bates Nos. 4733–4734
V	Check to Mike Mona, Writ of Execution, and Writ of Garnishment	Volume 20 Bates Nos. 4735–4751
W	Check to CV Sciences, Writ of Execution, and Writ of Garnishment	Volume 20 Bates Nos. 4752–4768
X	Affidavit of Service regarding March 15, 2017 service of Writ of Execution, and Writ of Garnishment from Laughlin Township Constable’s Office	Volume 21 Bates Nos. 4769–4770
Y	Affidavit of Service regarding April 3, 2017 service of Writ of Execution, and Writ of Garnishment from Laughlin Township Constable’s Office	Volume 21 Bates Nos. 4771–4788
Stipulation and Order Regarding Amended Nunc Pro Tunc Order Regarding Plaintiff Far West Industries’ Motion to Reduce Sanctions Order to Judgment (filed 04/24/17)		Volume 21 Bates Nos. 4789–4791
Notice of Entry Stipulation and Order Regarding amended Nunc Pro Tunc Order regarding Plaintiff Far West Industries’ Motion to Reduce Sanctions Order to Judgment (filed 04/25/17)		Volume 21 Bates Nos. 4792–4797
Plaintiff Far West Industries Objection to Claim of Exemption from Execution on an Order Shortening Time and Motion for Attorney Fees and Costs Pursuant to NRS 18.010(2)(b) (filed 05/02/17)		Volume 21 Bates Nos. 4798–4817

	Exhibits to Plaintiff Far West Industries Objection to Claim of Exemption from Execution on an Order Shortening Time and Motion for Attorney Fees and Costs Pursuant to NRS 18.010(2)(b)	
Exhibit	Document Description	
1	Findings of Fact and Conclusions of law (filed 03/06/12 Superior Court of California Riverside)	Volume 21 Bates Nos. 4818–4834
2	Order Regarding Plaintiff Far West Industries’ Motion for Determination of Priority of Garnishment and Defendant Michael J. Mona’s Countermotion to Discharge Garnishment and for Return of Proceeds (filed 06/21/16)	Volume 21 Bates Nos. 4835–4841
3	Nevada Secretary of State Entity Details for CV Sciences, Inc.	Volume 21 Bates Nos. 4842–4845
4	Answers to Interrogatories	Volume 21 Bates Nos. 4846–4850
Stipulation and Order Regarding Writ of Garnishment Served 04/03/17 and Claim of Exemption , and Vacating Related Hearing without Prejudice (filed 05/15/17)		Volume 21 Bates Nos. 4851–4854
Notice of Entry of Stipulation and Order Regarding Writ of Garnishment Served 04/03/17 and Claim of Exemption , and Vacating Related Hearing without Prejudice (filed 05/16/17)		Volume 21 Bates Nos. 4855–4861
Claim of Exemption from Execution (filed 05/23/17)		Volume 21 Bates Nos. 4862–4868
Appendix of Exhibits Attached to Memorandum of Points and Authorities in Support of Claim of Exemption and Motion to Discharge Garnishment (filed 05/23/17)		Volume 21 Bates Nos. 4869–4871
	Exhibits to Appendix of Exhibits Attached to Memorandum of Points and Authorities in Support of Claim of Exemption and Motion to Discharge Garnishment	
Exhibit	Document Description	
A	Nevada Assembly Bill 247, Chapter 338, Page 699 (1989)	Volume 21 Bates Nos. 4872–4920
B	Decree of Divorce dated July 23, 2015	Volume 21 Bates Nos. 4921–4927
C	Rhonda’s Opposition to Motion to Intervene dated September 28, 2015	Volume 21 Bates Nos. 4928–4940

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

	Exhibits to Appendix of Exhibits Attached to Memorandum of Points and Authorities in Support of Claim of Exemption and Motion to Discharge Garnishment (cont.)	
U	EDCR 2.20	Volume 21 Bates Nos. 5009–5010
V	Check to Mike Mona, Writ of Execution, and Writ of Garnishment	Volume 22 Bates Nos. 5011–5027
W	Check to CV Sciences, Writ of Execution, and Writ of Garnishment	Volume 22 Bates Nos. 5028–5044
X	Affidavit of Service regarding March 15, 2017 service of Writ of Execution, and Writ of Garnishment from Laughlin Township Constable’s Office	Volume 22 Bates Nos. 5045–5046
Y	Affidavit of Service regarding April 3, 2017 service of Writ of Execution, and Writ of Garnishment from Laughlin Township Constable’s Office	Volume 22 Bates Nos. 5047–5064
Z	Writ of Execution and Writ of Garnishment served May 9, 2017	Volume 22 Bates Nos. 5065–5078
Memorandum of Points and Authorities in Support of Claim of Exemption and Motion to Discharge Garnishment (filed 05/23/17)		Volume 22 Bates Nos. 5079–5114
Plaintiff Far West Industries Objection to Claim of Exemption from Execution on an Order Shortening Time and Motion for Attorney Fees and Costs Pursuant to NRS 18.010(2)(b) (filed 06/05/17)		Volume 22 Bates Nos. 5115–5131
	Exhibits to Plaintiff Far West Industries Objection to Claim of Exemption from Execution on an Order Shortening Time and Motion for Attorney Fees and Costs Pursuant to NRS 18.010(2)(b)	
Exhibit	Document Description	
1	Findings of Fact and Conclusions of law (filed 03/06/12 in Superior Court of California Riverside)	Volume 22 Bates Nos. 5132–5148
2	Order Regarding Plaintiff Far West Industries’ Motion for Determination of Priority of Garnishment and Defendant Michael J. Mona’s Countermotion to Discharge Garnishment and for Return of Proceeds (filed 06/21/16)	Volume 22 Bates Nos. 5149–5155

	Exhibits to Plaintiff Far West Industries Objection to Claim of Exemption from Execution on an Order Shortening Time and Motion for Attorney Fees and Costs Pursuant to NRS 18.010(2)(b) (cont.)	
3	Affidavit of Service by Laughlin Township Constable's Office	Volume 22 Bates Nos. 5156–5157
4	Affidavit of Service by Laughlin Township Constable's Office	Volume 22 Bates Nos. 5158–5159
Notice of Entry of Order Sustaining Plaintiff Far West Industries' Objection to Claim of Exemption from Execution (filed 07/19/17)		Volume 22 Bates Nos. 5160–5165
Ex Parte Motion for Order Allowing Judgment Debtor Examination of Michael J. Mona, Jr., Individually, and as Trustee of the Mona Family Trust Dated February 12, 2002 (filed 08/16/17)		Volume 22 Bates Nos. 5166–5179
Notice of Appeal (filed 08/18/17)		Volume 22 Bates Nos. 5180–5182
	Exhibits to Notice of Appeal	
Exhibit	Document Description	
1	Notice of Entry of Order Sustaining Plaintiff Far West Industries' Objection to Claim of Exemption from Execution (filed 07/19/17)	Volume 22 Bates Nos. 5183–5189
2	Notice of Entry of Order Regarding Plaintiff Far West Industries' Motion for Determination of Priority of Garnishment and Defendant Michael J. Mona's Countermotion to Discharge Garnishment and for Return of Proceeds (filed 06/21/16)	Volume 22 Bates Nos. 5190–5199
Order for Examination of Judgment Debtor Michael J. Mona, Jr., Individually, and as Trustee of the Mona Family Trust dated February 12, 2002 (filed 08/18/17)		Volume 22 Bates Nos. 5200–5211
Far West Industries' Reply to CV Sciences Inc.'s Answers to Writ of Garnishment Interrogatories and Ex parte Request for Order to Show Cause Why CV Sciences Inc. Should Not be Subjected to Garnishment Penalties (filed 11/20/17)		Volume 22 Bates Nos. 5212–5223

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

PART A

PART A

1 A. No.

2 Q. Do you receive any bonuses?

3 A. I believe I received a \$10,000 bonus last year
4 for Christmas.

5 Q. Who determines your salary?

6 A. The board of directors.

7 Q. Who's on the board of directors?

8 A. Bart Mackay, Larry Raskin and myself. I
9 obviously have no vote in that; it's Mr. Raskin and Mr.
10 Bart Mackay.

11 Q. Who determines whether you receive bonuses?

12 A. The compensation group which consists of Larry
13 Raskin and Bart Mackay.

14 Q. Are you expecting a Christmas bonus this year?

15 A. I'm lucky if I have a job this year the way the
16 stock has hit the bottom. So do I hope to receive a
17 bonus? Yes. Do I hope to have a job? Yes. I don't
18 know. And if you follow our stock, you would see why.

19 (Exhibit 9 was marked for identification.)

20 BY MR. EDWARDS:

21 Q. Sir, I'm showing you what's been marked Exhibit
22 9.

23 Do you recognize this document?

24 A. Yes.

25 Q. What is it?

1 A. It's an employment agreement.

2 Q. Between you and CannaVest?

3 A. Correct.

4 Q. Has this agreement been employed by the board or
5 the compensation committee at CannaVest?

6 A. At this time, no. It was simply me. The
7 board -- compensation board was not assembled at that
8 time.

9 Q. So you unilaterally approved this employment
10 agreement at the time?

11 A. Correct.

12 Q. Has it subsequently been approved by the board or
13 the compensation committee?

14 A. Yes.

15 Q. When did that happen?

16 A. I'm guessing within the last year.

17 Q. Did they approve it as written, or did they
18 modify it?

19 A. I don't know if this was a new employment
20 contract or not. I know I got a raise for 300,000 last
21 year. But like I said, I don't recall if there's
22 another employment agreement. I don't believe so.

23 Q. Down at the bottom of the first page of Exhibit
24 9, there's a paragraph here under stock options.

25 Do you see that?

1 A. Correct.

2 Q. And this employment agreement awards you 500,000
3 shares of common stock or an option for 500,000 shares
4 of stock?

5 A. Correct.

6 Q. Did you ever exercise that option?

7 A. No. It was -- Mr. Mackay and Mr. Raskin revoked
8 this. I never got this.

9 Q. Why did they revoke this?

10 A. I don't know. To answer your question, I never
11 received this option, no.

12 Q. Well, you were giving yourself this option in the
13 first place; correct?

14 A. Correct.

15 Q. At what point in time did they take this option
16 away from you?

17 A. Last year or so, a year and a half.

18 Q. Any discussion with you of why they took the
19 stock option away from you?

20 A. No.

21 Q. You have no understanding whatsoever of why they
22 took the stock option away from you?

23 A. No.

24 Q. So if I understand right, you never exercised any
25 portion of this stock option?

1 A. Correct.

2 Q. On the next page, page 2, it says the term of
3 this employment agreement is 60 months.

4 Do you see that?

5 A. Correct.

6 Q. Is the term of your current employment agreement
7 with CannaVest still 60 months?

8 A. Again, I don't remember if I have a current one
9 or not. This one states 60 months. I believe this is
10 the only one. So I'd have to say that this is a
11 60-month term.

12 Q. Are there any other provisions of this employment
13 agreement that the compensation committee or board of
14 directors has disapproved of or taken away from you?

15 A. I still have insurance, still have vacation.
16 Stock options is about it.

17 Q. To the best of your recollection, the only
18 element of this employment agreement that has been taken
19 away from you so to speak is the stock option provision?

20 A. Correct.

21 Q. To the best of your knowledge, the rest of this
22 employment agreement remains in full force and effect?

23 A. Correct.

24 MR. COFFING: Except for the salary.

25 THE WITNESS: Except for the salary. I

1 already mentioned that.

2 BY MR. EDWARDS:

3 Q. Have you had any discussions with the board about
4 extending your employment agreement?

5 A. No. Not at this time.

6 Q. None whatsoever?

7 A. None whatsoever.

8 Q. Have you had any discussions with the individual
9 members of the board about extending your employment
10 agreement?

11 A. Timing is not good for that. The answer is no.

12 Q. Do you view the board as taking away your 500,000
13 share stock option as a positive or a negative?

14 A. Well, obviously a negative.

15 Q. Was that because the board was not happy with
16 your performance?

17 A. I do not know what they were thinking.

18 Q. You've never had any discussion with them about
19 what they were thinking?

20 A. No.

21 (Exhibit 10 was marked for identification.)

22 BY MR. EDWARDS:

23 Q. Sir, I'm showing you what's been marked as
24 Exhibit 10.

25 Do you recognize this document?

1 A. Yes.

2 Q. What is it?

3 A. It's a CannaVest Corporation stock option grant
4 notice.

5 Q. To the best of your knowledge, is this still a
6 valid and binding agreement?

7 A. Yes.

8 Q. Is this what replaced your \$500,000 stock option
9 agreement?

10 A. Well, I believe they kind of justified taking
11 that low option number away by giving me these, but you
12 can see the price is a lot higher on this than it was,
13 68 cents. So I was not a fan.

14 Q. You were not a fan of Exhibit 10, the stock
15 option agreement?

16 A. Well, I appreciated the options, but I did not
17 like the option being taken away, the 68 cents go to
18 \$2.64.

19 Q. So it's your understanding that under the
20 employment agreement marked as Exhibit 9, your exercise
21 price was 68 cents?

22 A. Correct.

23 Q. And under Exhibit 10 that has been increased to
24 \$2.64?

25 A. Correct.

1 Q. When was the last time CannaVest stock traded
2 above \$2.64?

3 A. Three months ago, four months ago maybe.

4 Q. Have you ever exercised any options under this
5 stock option agreement?

6 A. No, sir.

7 Q. Do you own any stock of CannaVest?

8 A. No, sir.

9 Q. When I say you, I'm going to use that broad you:
10 you, your wife, your trust, any entity in which you hold
11 interest.

12 Do you own any interest in CannaVest?

13 A. Again, my wife invested a million dollars into
14 Roen. Roen owes her stock. So do I have any? No. Her
15 million dollar investment she has stock for that.

16 Q. She has -- walk me through that. I'm not sure
17 I'm understanding.

18 A. Well, she invested a million in Roen, and it's
19 convertible any time she wants to convert it.

20 Q. And so the million dollars that your wife loaned
21 to Roen is convertible into CannaVest stock?

22 A. Correct.

23 Q. How much?

24 A. A dollar a share.

25 Q. So a million shares?

1 A. Correct.

2 Q. Has she exercised that option yet?

3 A. No.

4 Q. Do you know if she intends to exercise that
5 option?

6 A. No idea.

7 Q. And I apologize if I'm treading old ground, but
8 the million dollars that she loaned to Roen came from
9 the agreement we looked at earlier in the examination,
10 the post-marital settlement agreement?

11 A. Came from her portion of the post-marital
12 agreement; correct.

13 Q. Has the board taken away any provision as it
14 relates to the stock options identified in Exhibit 10?

15 A. As of today, no.

16 Q. Do you expect them to do so?

17 A. I have no idea. It's a multimillion dollar
18 question.

19 (Exhibit 11 was marked for identification.)

20 BY MR. EDWARDS:

21 Q. Sir, I'm showing you what's been marked as
22 Exhibit 11.

23 Do you recognize this document?

24 A. Yes.

25 Q. What is it?

1 A. It's a CannaVest Corporation 10-K annual report.

2 Q. Did you participate in the preparation of this
3 report?

4 A. Very little. My CFO and the accountant handle
5 this.

6 Q. Did you ultimately approve it before this report
7 went final?

8 A. Pardon me?

9 Q. Did you ultimately approve this report before it
10 went final?

11 A. Well, obviously I signed it, so obviously yes.

12 Q. I'm going to direct your attention to page 19 of
13 Exhibit 11.

14 A. I'm sorry. 19?

15 Q. Yes.

16 Do you see under the section executive
17 compensation, your name?

18 A. Yes.

19 Q. So last year you earned a little over \$200,000;
20 is that correct?

21 A. Correct.

22 Q. That's with a \$10,000 bonus we talked about?

23 A. Correct.

24 Q. It says optional work for \$8.3 million?

25 A. Correct.

1 Q. What's that?

2 A. I had the same question to my CFO and PKF, our
3 public accountants, and apparently they have to put a
4 value on the stock options when they're awarded. That's
5 the value they put on it.

6 Q. And how did they put that value on the stock
7 options when they were awarded?

8 A. I believe that was the price of the stock when it
9 was awarded. Again, I'm not an accountant, but I
10 believe that was it. That's the number they had to put
11 in the stock of the option awards.

12 Q. Did they take into account the stock price as of
13 the date of the option agreement?

14 A. I don't know.

15 Q. Do you have any idea how they calculated the
16 value of the stock options?

17 A. No.

18 Q. Who can we speak to, to figure out how they
19 calculated the value of the stock options?

20 A. Joseph Dowling my CFO.

21 Q. A little bit further down on Exhibit 19, do you
22 see the subheading compensation arrangements?

23 A. Correct.

24 Q. Second sentence says during fiscal year 2014, Mr.
25 Mona was paid an aggregate sum of \$5,939,950.

1 A. Correct.

2 Q. Do you see that?

3 A. Uh-huh.

4 Q. Were you paid that much money in 2014?

5 A. Not at all.

6 Q. Where did that number come from?

7 A. Again, that was -- that is four-year option.

8 From my understanding, from Joe, is that was the value
9 of the options through this period.

10 Q. And you still don't know how they came to compute
11 that value?

12 A. Well, they put an option, a price on the options.
13 That's what was awarded so far the three years. It's a
14 four-year option plan, and I guess I'm on the fourth
15 year. So through 2014 this is what they valued the
16 options were worth. Did I receive \$5,939,000? No. Did
17 I receive \$209,521? Yes.

18 Q. Plus \$10,000 bonus?

19 A. Correct.

20 Q. In the paragraph below, the board of directors
21 also approved a nice salary for your son; correct?

22 A. It's a fair salary.

23 Q. Why do you believe it's a fair salary?

24 A. Well, of course he's my son, number one. Number
25 two, I know how hard he works, and I know what being a

1 part of a company is. I think he's underpaid and so
2 does he. But, you know, you ask anybody in America,
3 they're probably underpaid.

4 Q. Prior to August 25, 2014, what was your son's
5 salary at CannaVest?

6 A. You know, I don't believe we got paid then. I
7 don't believe there was a salary. Again, I'm guessing
8 here, but I believe that's when we started salaries.
9 I'm not sure. So I guess I shouldn't answer that
10 question.

11 Q. Let me direct your attention up to the executive
12 compensation section again and the line item relating to
13 your son. It says in 2013, he was paid \$44,769.

14 A. There you go.

15 Q. Is that consistent --

16 A. I probably should have looked at that prior to
17 answering the question.

18 Q. Is that consistent with what your understanding
19 of what your son made from CannaVest in 2013?

20 A. Obviously yes.

21 Q. And do you think he made something similar with
22 that up to August 25, 2014?

23 A. I'm sorry?

24 Q. Do you think he made something similar to that up
25 to August 25, 2014, when the board of directors approved

1 another salary for him?

2 A. I have no reason to doubt Joe's work.

3 Q. So that's a yes?

4 A. Yes.

5 Q. Next sentence under compensation arrangements
6 says that during fiscal year 2014, Mr. Mona, III, was
7 paid an aggregate sum of 1.428 million.

8 Do you see that?

9 A. Correct.

10 Q. Was your son paid 1.428 million in 2014?

11 A. Again, I don't know through the accounting
12 principles exactly what he was paid. I don't know if
13 some of that was valued the same way mine was or not. I
14 don't know that answer.

15 Q. Your son also has stock options as it relates to
16 CannaVest; correct?

17 A. Correct.

18 Q. Has he ever exercised any of those stock options?

19 A. I believe he exercised a small portion of them
20 earlier this year.

21 Q. What was his exercise price?

22 A. I don't recall.

23 Q. So you still own zero stock as it relates to
24 CannaVest?

25 A. Correct.

1 Q. Your son owns a certain amount of stock for
2 CannaVest?

3 A. I believe -- again, I'm guessing here and I
4 shouldn't do this, but I believe it's a million shares
5 he has options on.

6 Q. And in addition to the shares he has options on,
7 he's also executed some of those options; correct?

8 A. I believe what he's executed was a portion of
9 those million shares.

10 Q. Do you know how many shares your son actually
11 owns now?

12 A. What do you mean owns? Options.

13 Q. Apart from the options, the actual shares he
14 owns?

15 A. No, I don't.

16 Q. Do you know an approximate amount?

17 A. No, I don't.

18 Q. Is it 3 million?

19 A. I don't know.

20 Q. It could be 3 million?

21 A. No. It's not that high. I believe it's a
22 million.

23 Q. You believe it's a million that he actually owns?

24 A. Again, he has options on a million. You're
25 trying to get me to say an answer I don't know an answer

1 to. I'm not going to guess. I believe it's a million
2 shares. Out of that million shares he may have pulled
3 some of the options. I don't know. That's his affair,
4 not mine.

5 Q. And other than those shares that you just
6 discussed, are you aware of your son holding any other
7 shares in CannaVest?

8 A. No.

9 Q. Turn your attention to the next page, page 20 of
10 Exhibit 11. You see item number 12, discussing
11 ownership?

12 A. Correct.

13 Q. And under this chart it shows that your son owns
14 1.8 million shares in CannaVest.

15 Do you see that?

16 A. I see that.

17 Q. It says you own 3.3 million shares of CannaVest.

18 Do you see that?

19 A. Correct.

20 Q. Do you own 3.3 million shares in CannaVest?

21 A. Let me try to explain this one more time. Okay?
22 I have -- well, no. It's getting old.

23 MR. COFFING: The document speaks for
24 itself.

25 THE WITNESS: There's 4 million options that

1 I have the right to at that price. Up until now I have
2 earned 3,304,659 options to which I have not exercised
3 any. That's about as much as I can explain. Do I own
4 any right now? No. Have I owned any? No. I own 4
5 million options.

6 BY MR. EDWARDS:

7 Q. You see the number for your son. Can you tell
8 the difference between the shares your son owns and the
9 shares your son has options to?

10 MR. COFFING: The document speaks for
11 itself. It's subject to qualifying the ownership rules
12 by the SEC as subject to options. So the document
13 speaks for itself. You can answer.

14 THE WITNESS: What was the question?

15 BY MR. EDWARDS:

16 Q. If you can tell by looking at the 10-K for your
17 company, how many shares your son owns as opposed to how
18 many he has options for?

19 A. He has options for it looks like 1,875,833 right
20 now. That is my son.

21 Q. Let me direct your attention to the next page, 21
22 of Exhibit 11.

23 A. Okay.

24 Q. In note number 6.

25 A. Okay.

1 Q. Have you had an opportunity to review note number

2 6?

3 A. Uh-huh.

4 Q. Does this refresh your recollection as to what
5 shares your son may own in CannaVest?

6 A. Speaks for itself.

7 Q. Okay. So tell me then?

8 A. Owns 980,000 shares of record. Again, I don't
9 know if those options are actual shares. I don't know
10 that. Beneficial owner of Mik Nik Trust which owns
11 750,000 shares. So the trust has 750,000 shares.

12 Q. And was granted a stock option for another
13 500,000 shares?

14 A. Correct.

15 Q. How did Mik Nik Trust come to own 750,000 shares
16 in CannaVest?

17 A. Obviously they bought them.

18 Q. You know that for sure?

19 A. No, I don't.

20 Q. Did you have any role in the transaction of
21 shares to Mik Nik Trust?

22 A. That is my son's trust, my son and my daughter's.
23 He handles that.

24 Q. So you had no role whatsoever?

25 A. No.

1 Q. You mentioned you just came back from travel.

2 You've been traveling a lot recently?

3 A. Correct.

4 Q. Where were you?

5 A. Germany, Florida, Chicago, New York twice, LA.

6 Oh, the Bahamas.

7 Q. Any other locations you can think of?

8 A. In the last, what, three months, six months, nine
9 months?

10 Q. That was going to be my next question.

11 What period of time were you just referring to?

12 A. In the last three months.

13 Q. Any other destinations you've traveled to in the
14 last three months?

15 A. I've been to Denver twice -- or once. I'm sorry.
16 Once. San Diego. Vegas, obviously. I believe that's
17 it.

18 Q. Why were you in Germany?

19 A. My farmers are over there. We have 3,000 acres
20 growing over there. I was going to check on my partner
21 and the farms.

22 Q. Who owns the farms?

23 A. Individual farmers.

24 Q. Farmers that you contract with?

25 A. I have one farmer I contract with.

1 Q. Okay.

2 A. He then --

3 MR. COFFING: Stop. When you say you, you
4 mean CannaVest; correct?

5 THE WITNESS: I'm sorry. CannaVest, not me.
6 No, I'm sorry. CannaVest. This is all CannaVest's.
7 CannaVest has one farmer over there that puts 50, 60
8 farmers together and grows our industrial hemp.

9 BY MR. EDWARDS:

10 Q. And you mentioned a partner over there.

11 A. Well, Daniel Crouse (phonetic spelling) he's not
12 a partner. He works for CannaVest.

13 Q. What does Daniel Crouse do for CannaVest?

14 A. He watches the farmers or watches the operation
15 over there.

16 Q. Why were you in Florida over the last three
17 months?

18 A. A trade show.

19 Q. Related to what?

20 A. Pardon me?

21 Q. What kind of trade show?

22 A. CannaVest trade show trying to get our name out
23 there.

24 Q. CannaVest had its own trade show?

25 A. No. All these trade shows we go to we're part of

1 100, 200 booths. We just had a booth there.

2 Q. So you were apart of a larger convention?

3 A. Correct.

4 Q. What was the name of that convention?

5 A. I do not remember. I forget.

6 Q. Was it a medical marijuana related convention?

7 A. Either that or vape. We're getting into vape
8 now. So it's either medical marijuana or vape, one of
9 the two.

10 Q. Explain to me what vape is?

11 A. Vape is a new trend that -- it's vapor
12 cigarettes, vaped hemp. There's even vape marijuana
13 in the states where it's legal. It's just a
14 smokeless -- you've seen people vape. It's the newest,
15 hottest thing out there, I guess.

16 Q. Any other reason for you to be in Florida?

17 A. No.

18 Q. Any other reason for you to be in Germany other
19 than monitoring your crops?

20 A. Not at all.

21 Q. Why were you in Chicago?

22 A. Same. Trade show.

23 Q. Do you remember the name of that trade show?

24 A. I do not.

25 Q. Why were you in New York twice?

1 A. Trying to raise money for CannaVest.

2 Q. How?

3 A. Through trade shows. There's a banker's trade
4 show where you went there and you presented your company
5 and you had investors. We were looking to raise money.
6 We needed money bad. So that's the reason I went to New
7 York twice, to entertain -- one I know was called
8 Midtown Investors, and the second one I forget the name
9 of. But it was conferences where you have 200, 300
10 investors. You go -- it was Joe and I. You go and
11 present your company, present your offering, present
12 your product and hopefully get investors.

13 Q. Were you able to attract investors?

14 A. Up until now, no. A lot of people will say they
15 want to invest, but no one was -- one guy has stepped
16 up, Redwood. We've closed, I think, a million dollars
17 with him in the last month or so. CannaVest has.

18 Q. What's his name?

19 A. Redwood Investments, I believe it is. Again,
20 this is all public knowledge. This is all -- you know,
21 we'll be filing our quarterly report. This will all be
22 in it.

23 Q. Do you have a particular point of contact with
24 Redwood Investments?

25 A. I do not. Joe Dowling does.

1 Q. Who's Joe Dowling's point of contact with Redwood
2 Investments?

3 A. I have no idea.

4 Q. Got to talk to Joe to figure that out?

5 A. Correct.

6 Q. Did Redwood purchase stock in CannaVest?

7 A. Redwood -- it's not an option agreement. It's
8 close to hard money loan. They get -- they give us a
9 million dollars. They have to hold their stock for, I
10 believe, 90 days. They get a 40 percent discount off a
11 five-day average after, I believe, it's 90 days or six
12 months. Then they can sell their stock. Then I believe
13 it's a six-month hold, but they also get a 40 percent
14 discount off the five-day average which is a good deal
15 for them. We were desperate for the deal. It's not the
16 kind of deal you want to do, but when you're desperate,
17 you got to do what you got to do.

18 Q. Other than those shares, does Redwood have any
19 interest in CannaVest?

20 A. No.

21 Q. Why were you in Los Angeles during the last three
22 months?

23 A. Conference.

24 Q. You know the name of that conference?

25 A. No.

1 Q. Why were you in the Bahamas for the last three
2 months?

3 A. I took a cruise with my family.

4 Q. Who all went?

5 A. My wife, my son, my daughter and her boyfriend.

6 Q. Did you open any bank accounts while you were on
7 that cruise?

8 A. No, sir.

9 Q. Why were you in Denver over the last three
10 months?

11 A. Trade shows.

12 Q. Do you remember the name of the trade shows
13 there?

14 A. It's the big -- it's a big smoke out. It's
15 ridiculous. It's the Denver annual 420. It's on April
16 20th, 420 show.

17 Q. Have you been involved in any trade shows
18 locally?

19 A. Yes.

20 Q. Which ones?

21 A. Last November there was an A4M conference here we
22 attended, and then prior to that, I was not there, but
23 CannaVest was. It was a medical marijuana conference
24 here that we had a booth at.

25 Q. Tell me about your foreign travel for the last

1 five years. Where have you been?

2 A. Germany. I went there -- my son and I went there
3 two years ago, met Daniel, and we then traveled to
4 Austria, Holland, about four different countries. And
5 Germany is basically it. That's where I've been.
6 That's where our business is at.

7 Q. Over the last five years?

8 A. Uh-huh.

9 Q. Any other countries, any other foreign travel for
10 the last five years?

11 A. Like I said, we got in the car and we traveled,
12 you know, from country to country. It was a four-day
13 road show is what it was.

14 Q. So one trip?

15 A. Correct.

16 Q. Where you visited about four different countries?

17 A. Correct.

18 Q. Germany, Austria?

19 A. France. I believe that was it.

20 Q. Who paid for that cruise that you took to the
21 Bahamas with your wife?

22 A. My wife.

23 Q. With what money?

24 A. Her money.

25 Q. When did you take that cruise?

1 A. Pardon me?

2 Q. When did you take that cruise?

3 A. Four weeks ago.

4 Q. This is out of the money she received based upon
5 the post-marital settlement agreement?

6 A. Correct.

7 Q. So over the last five years, you've only had one
8 trip outside of the United States?

9 A. I've probably been to Germany two or three times.

10 Q. Any other foreign countries in the last five
11 years?

12 A. No.

13 Q. Have you ever been to the Cook Islands?

14 A. No.

15 Q. Have you ever opened up any bank accounts in
16 other countries?

17 A. No. Well, yes. Germany.

18 Q. Okay.

19 A. Two years ago.

20 Q. Why'd you open up an account in Germany two years
21 ago?

22 A. I was talked into it by Daniel, and I wanted to
23 get euros. He just said why don't you open an account?
24 I think I put \$500 in it

25 Q. So you deposited the money and withdrew the

1 euros?

2 A. Yes. Well, I cashed in euros. I deposited the
3 \$500, and I got, I believe, \$500 in euros.

4 Q. And you withdrew those euros?

5 A. No. I put the \$500 in. I believe it was like --
6 the 500 U.S. came to, I believe, 320 euros which I left
7 in the bank which is still there, less the monthly fees.
8 And then I just took \$500 cash out of my pocket and got
9 euros.

10 Q. And you still hold those euros today?

11 A. No. Those were spent.

12 Q. Do you have any other accounts in foreign
13 countries?

14 A. No.

15 Q. Have you ever had any foreign accounts other than
16 the one in Germany you just mentioned?

17 A. Years ago on this elaborate -- elaborate John
18 Dawson plan, there was some kind of an account in some
19 -- I don't know -- south -- south funding somewhere. I
20 don't know the details on it. The Laguna house was in
21 it. The Laguna house was lost. So that was the only
22 account I was aware of. And that was through John
23 Dawson, an attorney.

24 Q. How did you go about getting that account set up
25 overseas?

1 A. He handled it.

2 Q. Did you play any role?

3 A. No. And again, it was a Laguna house. He -- it
4 was some kind of elaborate -- I should have paid more
5 attention. Some kind of elaborate, you know, where I
6 gave him the -- he had the mortgage on Crescent Bay or
7 something like that, and they loaned money against it to
8 protect it or whatever. It didn't work because the
9 house got taken.

10 Q. Why'd you go through that elaborate set up?

11 A. That's a good question. Stupidity.

12 Q. You regret that elaborate set up then?

13 A. Very much so.

14 Q. Why?

15 A. Probably because I spent close to 60, \$70,000 on
16 him for absolutely nothing.

17 Q. You still work with Mr. Dawson?

18 A. Not at all.

19 Q. Why not?

20 A. There's nothing to discuss with Mr. Dawson. All
21 the LLCs he put together and all that are all history.

22 Q. Just as a reminder, I'm going to start using the
23 term you. It's the broad you: you, your wife, your
24 trust, any entity in which anybody holds any interest
25 in; is that fair?

1 A. That's pretty broad.

2 Q. It is.

3 MR. COFFING: Can we separate out CannaVest?
4 Because that gets really confusing.

5 MR. EDWARDS: I'm done talking about
6 CannaVest.

7 THE WITNESS: Okay.

8 MR. COFFING: So don't be concerned with
9 CannaVest; is that what you're saying?

10 MR. EDWARDS: Correct.

11 MR. COFFING: Okay.

12 MR. EDWARDS: I can break it down into
13 individual questions, but we're going to be here --

14 THE WITNESS: Break it down please. I don't
15 want to answer broad questions.

16 MR. COFFING: Let me -- can I just take a
17 minute and help speed this along because I know what
18 you're trying to -- can we step out for a second?

19 MR. EDWARDS: Sure. Take a break.

20 (A break was taken from 11:27 a.m. through
21 11:32 a.m.)

22 BY MR. EDWARDS:

23 Q. So when we left off, we were discussing how I
24 intend to use the term you simply as a method to
25 streamline the judgment debtor examination. Again, only

1 if you're comfortable with it, my intent is that you
2 applies to you, your wife, separately or collectively,
3 the Mona Family Trust, or any entity in which you, your
4 wife, or the trust hold an interest; is that fair?

5 A. Correct.

6 MR. COFFING: We clarified, so I think he's
7 good. If he needs to break it down, we'll break it
8 down.

9 BY MR. EDWARDS:

10 Q. Do you have an ownership interest in any real
11 property in Nevada?

12 A. The Mona Family Trust, the house.

13 Q. Okay. The Red Arrow house?

14 A. Correct.

15 Q. Any other real property in Nevada?

16 A. No.

17 Q. Do you own any real property in any other state?

18 A. No. Again, I was involved in a lot of LLCs.
19 There may be one minor one left in Arizona. I don't
20 know. My tax records would show that where I have a
21 minor interest. At one time I was in 15 different LLCs,
22 which are all history. So there may be a minor one. I
23 believe there's AZ12 or something like that in Arizona
24 that I have 2 percent ownership -- or I did. I think it
25 may have been dissolved this year.

1 Q. I think I saw in an email that somebody took that
2 property back?

3 A. Yes.

4 Q. So other than the Red Arrow property, do you own
5 any real property?

6 A. No.

7 Q. And that applies to any entity in which you own
8 an interest?

9 A. No.

10 Q. Did you use to own a property in Big Bear?

11 A. Correct.

12 Q. What happened to that property?

13 A. Sold it.

14 Q. To who?

15 A. Chris Bentley.

16 Q. Who's Chris Bentley?

17 A. Chris Bentley is a real estate guy that had my
18 Emerald Suites listed for a while. I did some business
19 with him.

20 Q. Did he buy the property personally or for
21 somebody else?

22 A. Through an LLC.

23 Q. Does your wife know Chris Bentley?

24 A. Yes.

25 Q. Do you know what the name of the LLC was that

1 purchased the Big Bear property?

2 A. No.

3 Q. Did you have any agreement with him that you
4 would continue to use the Big Bear property?

5 A. I use it when he's not using it or when it's not
6 being used.

7 Q. Do you pay rent for it?

8 A. No.

9 Q. How do you come about having that arrangement
10 with Mr. Bentley?

11 A. Well, I pay a couple of the minor bills. And,
12 you know, I made a lot of money for Chris, and he
13 realized the situation I was in. So he allows me to use
14 it when he's not using it.

15 Q. How often does he use it?

16 A. I don't know.

17 Q. How often do you use it?

18 A. I was up there New Years was the last time.

19 Q. Do you regularly visit Big Bear and specifically
20 your old house on New Years?

21 A. I try to.

22 Q. As it sits today, do you have any interest in the
23 property at Big Bear?

24 A. No.

25 Q. Does your wife have any interest in the property

1 at Big Bear?

2 A. No.

3 Q. Do either you or your wife have an interest in an
4 entity that has an interest in the Big Bear property?

5 A. No.

6 Q. Do you own any commercial buildings?

7 A. No.

8 Q. Do you have any properties that you rent out?

9 A. No.

10 Q. Who owns the property in San Diego that you stay
11 at?

12 A. Nick Filardo.

13 Q. Who's Nick Filardo?

14 A. He's a friend of mine for the last 15, 18, 20
15 years.

16 Q. What's your relationship with Nick Filardo other
17 than being friends?

18 A. Just very good friends.

19 Q. Were you business partners?

20 A. At one time he was an investor in CannaVest.

21 Q. Is he still?

22 A. No.

23 Q. What happened to his interest in CannaVest?

24 A. He sold it.

25 Q. When did Mr. Filardo purchase the property in San

1 Diego?

2 A. About six months ago, maybe. Again, there's a
3 document here that shows that. So I don't want to guess
4 and be wrong and come back and say it was five months,
5 so...

6 Q. What money did Mr. Filardo use to purchase the
7 property in San Diego?

8 A. I have no idea. His personal money.

9 Q. You played no role in that transaction?

10 A. No.

11 Q. Why --

12 A. I helped find the property for him.

13 Q. Okay. Why was he looking for property?

14 A. He likes San Diego and comes down there a lot.

15 Q. Any other reason he was looking for a property in
16 San Diego?

17 A. No.

18 Q. So does Mr. Filardo stay at the condo in San
19 Diego as well?

20 A. Not -- he hasn't since he bought it. I'm in it.

21 Q. Okay. --

22 A. He bought it as an investment.

23 Q. So I thought you just said though he was looking
24 at the property because he wanted to stay in San Diego?

25 A. Well, he does come, but he doesn't stay at the

1 place where I'm at.

2 Q. So you were shopping for an investment property
3 for him?

4 A. Yes.

5 Q. How did you come about finding this particular
6 property?

7 A. It was in the same building I was renting.

8 Q. Same unit?

9 A. No.

10 Q. You were renting --

11 A. Wait a second. I'm sorry. I rented this unit a
12 year prior -- yes, CannaVest did rent this unit a year
13 prior. I've had two different units in the same
14 building. I had unit 302, I believe, it was, which I
15 rented, and then CannaVest rented 1101 for a year.

16 Q. So Mr. Filardo purchased unit 1101 from
17 CannaVest?

18 A. No. CannaVest just rented it. CannaVest never
19 owned it.

20 Q. Who owned it when CannaVest was renting 1101?

21 A. Jackie -- I forget Jackie's last name. Jackie
22 and Michael. I forget their last name.

23 Q. Do you know Jackie and Michael?

24 A. Just from the building. That's it.

25 Q. Do you have any other relationship with Jackie

1 and Michael?

2 A. Not at all.

3 Q. So you became aware that the unit that CannaVest
4 was renting for you was up for sale?

5 A. Correct.

6 Q. And you referred that to Nick Filardo?

7 A. Correct.

8 Q. And Nick Filardo is using this as an investment
9 property?

10 A. Correct.

11 Q. How much rent do you pay on the property?

12 A. I don't.

13 Q. Why's that?

14 A. The property needed a lot of work, not a lot of
15 work. It needed fixing up, needed decorating, walls
16 painted, things like that. And my wife offered her
17 services. And again, Nick has been a friend. I made
18 Nick a lot of money over the years, and Nick just
19 offered it up.

20 Q. For how long?

21 A. I believe it's one year. The end of the year
22 he'll probably try to charge rent.

23 Q. What work did your wife do to the unit?

24 A. Took out a wall, minor work, nothing -- you know,
25 painting, stuff like that. Nothing major.

1 Q. Did you have to get a permit to take out the
2 wall?

3 A. No.

4 Q. Do you know how much that property is worth?

5 A. He paid, I believe, a million-four, a
6 million-five for it. Probably worth -- I don't know
7 what it's worth.

8 Q. You think it's worth more now?

9 A. I believe so.

10 (Exhibit 12 was marked for identification.)

11 BY MR. EDWARDS:

12 Q. I'm showing you what's been marked as Exhibit 12.
13 Do you recognize this document?

14 A. Yes, I do.

15 Q. What is it?

16 A. It's the rental lease agreement between Nick and
17 I.

18 Q. When you say Nick and I, is Nick Bamburgh
19 Holdings, LLC?

20 A. That's the LLC he used to purchase it. Oh, I was
21 wrong. It's three years.

22 Q. Do you have any other business dealings currently
23 with Mr. Filardo?

24 A. No.

25 Q. Do you have any other current business dealings

1 with Bamburgh Holdings?

2 A. No.

3 Q. So for taking down a wall and doing some
4 painting, Mr. Filardo offered you three years free rent?

5 A. Well, we have an agreement, verbal agreement,
6 after a year we'll sit down and talk. I promised him
7 that. If I financially can handle it.

8 Q. Okay. Is Mr. Filardo giving you this rent free
9 as a favor to CannaVest?

10 A. No. I pay -- I pay the taxes. I pay the HOA. I
11 pay everything that has to do with the condo. So he's
12 basically getting the equity built up for a year, two
13 years without putting a penny into it.

14 Q. Equity in what sense?

15 A. Equity in the property.

16 Q. You're saying appreciation of the property?

17 A. Appreciation, I'm sorry.

18 Q. You're not doing anything to add equity to the
19 property, are you?

20 A. No. Appreciation.

21 Q. Do you have any other verbal agreements with Mr.
22 Filardo?

23 A. No.

24 Q. Does Mr. Filardo owe you money?

25 A. No.

1 Q. Do you owe Mr. Filardo money?

2 A. No.

3 Q. Mr. Filardo bought this investment property --

4 A. Oh, wait a second. No, I don't believe he does.
5 Years ago he borrowed, like, \$60,000. I believe he paid
6 it back. We're talking eight, nine, ten years ago
7 maybe. But I believe he paid it back.

8 Q. To the best of your recollection, Mr. Filardo
9 purchased -- or borrowed \$60,000 from you?

10 A. Eight, ten years ago.

11 Q. And to the best of your knowledge, he paid that
12 back?

13 A. Correct.

14 Q. So to the best of your knowledge, as we sit here
15 today, Mr. Filardo does not owe you any money?

16 A. Correct.

17 Q. Can you understand why I'm puzzled why Mr.
18 Filardo would purchase this condo as an investment but
19 not charge you any rent?

20 A. Not at all. He's a very good friend of the
21 family. He's done very well with me over the years. He
22 has -- he owns a couple dispensaries in Denver and does
23 very well.

24 Q. Medical marijuana dispensaries?

25 A. Correct.

1 Q. Do you do any work or consulting for Mr. Filardo?

2 A. No.

3 Q. Or his companies?

4 A. No.

5 Q. Have you ever?

6 A. No.

7 Q. This lease says that the tenants are you and your
8 wife.

9 Do you see that on the first page?

10 A. Correct, yes.

11 Q. On the last page of Exhibit 12, there's a
12 signature line for your wife, but I don't see her
13 signature.

14 A. Correct.

15 Q. Did your wife sign this lease?

16 A. Obviously not.

17 Q. You know that for sure?

18 A. Well --

19 Q. Well, she didn't sign this copy. Is there
20 another copy out there that she might have signed?

21 A. I don't believe so.

22 Q. Why didn't your wife sign this?

23 A. Nick didn't require it.

24 Q. Okay. Is anybody else providing you free rent?

25 A. No.

1 Q. Has anybody else provided you free rent in the
2 last five years?

3 A. Well, again, CannaVest paid -- my last year was
4 part of my salary. Free rent, no.

5 Q. And I'm not limiting it to just the San Diego
6 property. I'm talking about any property?

7 A. No.

8 Q. Okay. Have you ever heard of Lundene
9 Enterprises?

10 A. That sounds familiar. It may have been one of my
11 old LLCs. It doesn't ring that big of a bell.

12 (Exhibit 13 was marked for identification.)

13 BY MR. EDWARDS:

14 Q. I'm showing you what's been marked as Exhibit 13,
15 which is just a printout from the Nevada Secretary of
16 State's website, showing that your son is the resident
17 agent for Lundene Enterprises, LLC.

18 Do you see that?

19 A. Correct.

20 Q. Does this refresh your recollection as to what
21 Lundene Enterprises, LLC, is?

22 A. No, it does not.

23 Q. Do you recall having any association with Lundene
24 Enterprises, LLC?

25 A. You know, I remember the name, but, no,

1 association, no.

2 Q. Do you have any recollection of why your son is a
3 resident agent for this entity?

4 A. This may be the entity that he put his condo in,
5 I'm guessing. Again, I'm guessing. He's the manager of
6 it. He created an LLC from what I hear, and I'm
7 guessing -- again, I'm guessing -- this is the LLC that
8 he put his unit in.

9 Q. Why do you believe your son put a property into
10 an LLC?

11 A. Well, he was recommended by an attorney to do it,
12 just put it into an LLC. You know how LLCs work.

13 Q. Do you know what attorney recommended that to
14 him?

15 A. I do not. My son's 29 years old. He has his own
16 life believe it or not.

17 Q. Was it John Dawson?

18 A. I don't think so. We haven't dealt with John in
19 three or four years, three years.

20 Q. So other than advice of counsel, are you aware of
21 any other reason your son would have transferred the San
22 Diego condo into an LLC?

23 A. Probably good business. You have LLCs you put
24 properties in?

25 Q. I do not.

1 MR. COFFING: Let's not ask him questions.
2 If you know, you know.
3 THE WITNESS: I don't.
4 MR. COFFING: Then say I don't know.
5 THE WITNESS: Okay.
6 MR. COFFING: We'll ask Tom questions later.
7 THE WITNESS: I'm sorry, Tom.
8 MR. EDWARDS: No worries. I understand this
9 is a frustrating process.
10 THE WITNESS: No -- yes.
11 BY MR. EDWARDS:
12 Q. Do you own any securities?
13 A. No, sir.
14 Q. Any stocks?
15 A. No, sir.
16 Q. Bonds?
17 A. No, sir.
18 Q. Derivatives?
19 A. No, sir.
20 Q. CDs?
21 A. No, sir.
22 Q. Any other sort of investments?
23 A. No, sir.
24 Q. And again, I'm using the broadest sense, the
25 you --

1 A. I understand.

2 Q. Does anybody owe you money?

3 A. Are you talking, like, 1,000, 2,000, 5,000? You
4 know, 1,000 here, 2,000, here or 3,000 here, yes, to
5 friends. I mean, you know, that I'll never see again.
6 Any large sums of money? No.

7 Q. Let's break it down then.

8 Does anybody owe you more than \$10,000?

9 A. Chris Bentley borrowed 100,000 off me eight years
10 ago. He still owes that, which I'll never see. Matt
11 Sawina -- that kid's like my second son -- borrowed
12 10,000 six, seven, eight years ago for college I'll
13 never see.

14 Q. How do you spell his last name?

15 A. S-A-W-I-N-A. Borrowed to go to college.

16 Q. Okay.

17 A. I believe that's it.

18 Q. Okay.

19 A. Wait a second. You just said that includes my
20 wife and everything. My son owes my wife money. So I
21 don't want to -- you know.

22 Q. I appreciate the clarification.

23 And how much does your son owe your wife?

24 A. She won't tell me, but I'm guessing it's, like, 8
25 or 900,000 for the condo . So I apologize for the no.

1 I realized you're encumbering my wife also.

2 Q. Any does anybody else owe you more than \$10,000?

3 A. I don't believe so.

4 Q. So you loaned Chris Bentley \$100,000.

5 Has he ever made any payments on that loan?

6 A. No. But he did -- no, he has not.

7 Q. Was there a loan agreement drafted up?

8 A. No.

9 Q. It was just a handshake deal?

10 A. Yes.

11 Q. I'm puzzled why you say you're never going to see
12 it back?

13 A. I just don't think it's high on his list right
14 now.

15 Q. But he does own your cabin in Big Bear; correct?

16 A. Right.

17 Q. So he's not doing too badly for himself?

18 A. That's what I mean.

19 Q. What do you mean?

20 A. Well, I've told him that too.

21 Q. You told him what?

22 A. I told him I want money for it, and I've not
23 received any money.

24 Q. Is that why he lets you stay at the cabin?

25 A. I don't know if it's guilt or whatever. I don't

1 know.

2 Q. When you go up there to visit Big Bear, he
3 doesn't charge you any rent, does he?

4 A. No.

5 Q. Do you hold any claims against any parties?

6 A. One more time.

7 Q. Do you have any claims against any other parties?

8 A. No.

9 Q. Do you have any judgments against anybody?

10 A. I filed a judgment about eight or ten years ago
11 against -- I put a deposit down for an office building
12 up on 215, which I lost about 70 or \$80,000 for. And my
13 attorney pursued it and got a judgment, but nothing
14 happened with it. That's probably eight, nine, ten
15 years ago.

16 Q. Who was that judgment against?

17 A. The ex-owner of the property.

18 Q. Do you know the owner's name?

19 A. No. It was -- Copper Point was the name of the
20 office condo that I was buying a unit in.

21 Q. And in that case there was actually a lawsuit
22 filed?

23 A. Correct.

24 Q. Taken all the way to judgment?

25 A. Correct.

1 Q. Was anything ever collected on that judgment?

2 A. No.

3 Q. Do you know if the judgment was ever renewed?

4 A. I don't think so.

5 Q. Was there an individual defendant in that case or
6 just an entity?

7 A. It was an entity that eventually, I guess, filed
8 bankruptcy.

9 Q. Are you aware of any other judgments that you
10 made?

11 A. That I may hold?

12 Q. (Nods head.)

13 A. No.

14 Q. And same for your wife, the trust?

15 A. No.

16 Q. We're right up on noon. Do you want to take a
17 quick lunch break?

18 MR. COFFING: Yeah, keep it quick so we can
19 get done today. However long you want to take.

20 MR. EDWARDS: Half hour.

21 MR. COFFING: See you back here at 12:30.

22 (A break was taken from 11:55 a.m. through
23 12:32 p.m.)

24 BY MR. EDWARDS:

25 Q. Sir, we discussed your cars, the 2006 Mercedes

1 and the 2013 or '14 Jaguar; correct?

2 A. (Nods head.)

3 Q. What color is the Mercedes?

4 A. Pewter.

5 Q. I'm not good with my colors.

6 A. Silver.

7 Q. Okay. Do you have any debt on the that car?

8 A. I borrowed \$25,000 from Tracy Secchiarly three

9 years ago on it. Tracy S-E-C-C-H-I-A-R-L-Y.

10 Q. Have you paid any money on that debt?

11 A. No.

12 Q. You still owe the full amount?

13 A. (Nods head.)

14 Q. IS there any debt against the Jaguar?

15 A. I don't know if my wife put that against it or

16 not. I don't think so.

17 Q. You didn't put any debt against it?

18 A. I did not, no.

19 Q. Where is the Mercedes registered?

20 A. Las Vegas.

21 Q. Where is the Jaguar registered?

22 A. Las Vegas.

23 Q. Do you know the license plate of the Mercedes?

24 A. No.

25 Q. And the license plate number of the Jaguar?

1 A. No.

2 Q. I take it you also don't know the VIN numbers?

3 A. Pardon me?

4 Q. You don't know the VIN numbers for either?

5 A. No.

6 Q. But I take it the registration would give you
7 those VIN numbers; right?

8 A. The registration has everything on it.

9 Q. We don't have the registration for the Jaguar,
10 but you have that in your possession though?

11 A. No.

12 Q. Your wife does?

13 A. My wife does, I'm sure.

14 Q. What is Scarlet Property?

15 A. Scarlet Property was another LLC that John Dawson
16 set up probably seven, eight, nine years ago. We had a
17 couple properties in it. I don't know which ones they
18 were. I believe one of them was Laguna, and I don't
19 know the other one, but it's history. I believe the LLC
20 is dissolved.

21 Q. No other assets in Scarlet Properties --

22 A. No.

23 Q. -- to your understanding? Just as a reminder --

24 A. I know. I'm sorry.

25 Q. That's okay. I'm not trying to be rude. Just

1 trying to make the record clear.

2 A. As I answered, you were talking. I realized that
3 was wrong.

4 Q. So no assets in Scarlet Properties that you're
5 aware of it?

6 A. No.

7 Q. Is any money owed to Scarlet Properties that
8 you're aware of?

9 A. Not that I'm aware of.

10 Q. Did we already talk about Dunholm Limited?

11 A. It's another LLC. I believe that was a Big Bear
12 LLC.

13 Q. Okay.

14 A. I think.

15 Q. Okay. Was that Mr. Bentley's LLC?

16 A. I believe so. I'm not sure.

17 (Exhibit 14 was marked for identification.)

18 BY MR. EDWARDS:

19 Q. Sir, I'm showing you what's been marked Exhibit
20 14.

21 Do you recognize this document?

22 A. Sounds familiar, looks familiar. I don't
23 recognize it though.

24 Q. Go ahead and take a minute to review.

25 A. Okay.

1 Q. After reviewing it does this refresh your
2 recollection of what Exhibit 14 is?

3 A. Yes.

4 Q. What is it?

5 A. Looks like a deed of trust for the Big Bear
6 house.

7 Q. In favor of Scarlet Properties; correct?

8 A. Correct.

9 Q. And does this refresh your recollection that
10 Dunholm Limited is Mr. Bentley's entity that bought the
11 Big Bear property?

12 A. Yes.

13 Q. On the third page of Exhibit 14, it's labeled
14 page 2 of 6.

15 Do you see the section that says obligation
16 secured?

17 A. Correct.

18 Q. And the obligation is for \$65,000?

19 A. Correct.

20 Q. Was Scarlet ever paid the \$65,000?

21 A. I do not remember.

22 Q. Do you remember Dunholm paying the \$65,000?

23 A. I don't remember.

24 Q. Had Dunholm paid the \$65,000 to Scarlet, where
25 would that money have gone?

1 A. Obviously into Scarlet Properties I would guess.

2 Q. Does Scarlet Properties have a bank account?

3 A. They did. I don't know if they still do or not.

4 Q. Where did they have a bank account?

5 A. I have no idea. Where do they have an account?

6 Which bank?

7 Q. Did they have a banking account?

8 A. Some bank. I have no idea.

9 Q. Were you in control of the Scarlet Properties?

10 A. My wife and I, yes.

11 Q. So you would have had a role in establishing
12 those bank accounts for Scarlet Properties; correct?

13 A. Correct.

14 Q. Did you produce any documents in this case as it
15 relates to the bank accounts for Scarlet Properties?

16 A. I don't recall.

17 Q. Do you know if Mr. Bentley ever made any payments
18 on the \$65,000 note?

19 A. I don't know.

20 Q. What documents can we look at that determine
21 that?

22 A. Well, if there was a Scarlet Properties bank
23 account, obviously it would be deposited into Scarlet.

24 Q. Okay. Any documents we could look at to confirm
25 whether or not Dunholm Limited made any payments on the

1 note owed to Scarlet Properties?

2 A. No.

3 Q. No?

4 A. I don't -- I don't have any documents. Again,
5 this was, what, four years, five years ago.

6 (Exhibit 15 was marked for identification.)

7 BY MR. EDWARDS:

8 Q. Sir, I'm showing you what's been marked as
9 Exhibit 15, which is a series of loan agreements.

10 Do you recognize these loan agreements?

11 A. Yes.

12 Q. And they're all for relatively small amounts of
13 money; correct?

14 A. Correct.

15 Q. Why did you enter in these series of loan
16 agreements in November of 2013?

17 A. Obviously I was borrowing money.

18 Q. Why were you borrowing the money?

19 A. To use it to pay bills.

20 Q. What bills?

21 A. Regular everyday bills.

22 Q. You borrowed, for example, \$2,000 from your son
23 to pay bills?

24 A. It looks like that.

25 Q. Do you recall borrowing \$2,000 from your son to

1 pay bills?

2 A. Obviously it's here and there's a check. So do I
3 recall it? No. But it's very obvious. It's right
4 here.

5 Q. Other than your desire to pay bills, can you
6 think of any other reason you entered into these series
7 of loans?

8 A. No.

9 Q. Are there any documents that would reflect why
10 you entered into these series of loans?

11 A. No.

12 Q. Do you have any written communications with any
13 of these borrowers?

14 A. Michael Mona, of course, yes. Shannon Filardo, I
15 haven't talked to her in a couple years.

16 Q. Is that Nick Filardo's wife?

17 A. Ex-wife.

18 Chris Moreo works at CannaVest.

19 Q. As what?

20 A. He handles all the shipping, shipping of
21 products.

22 Soaring Peak, LLC. I believe this is Hammid.

23 Q. Who?

24 A. Hammid. Hammid and Roche. I forget their last
25 name even. A friend of mine.

1 Q. Can you spell those first names?

2 A. H-A-M-M-I-D and R-O-C-H-E. Again, I'm guessing.

3 Looks like he wrote it out of his Auto Boutique,
4 his car lot. And Mike Minetti is a friend of mine.

5 Q. Have you made any payments on these loans?

6 A. I haven't made payments on any loans.

7 Q. On any of those loans?

8 A. No.

9 Q. Or any loans period?

10 A. Any loans period.

11 Q. At what point in time did you stop making
12 payments on your loans in general?

13 A. I don't think I ever really started making
14 payments.

15 Q. So November 18, 2013, the date of these loan
16 agreements, it's fair to state that you were not paying
17 loans that you owed?

18 A. I believe so.

19 Q. You believe that's accurate?

20 A. Correct.

21 (Exhibit 16 was marked for identification.)

22 BY MR. EDWARDS:

23 Q. I'm showing what's been marked as Exhibit 16.

24 Do you recognize this document?

25 A. Yes, I do.

1 Q. What is it?

2 A. It's a loan document from -- holder is Adam
3 Curtis.

4 Q. To you and your wife?

5 A. Correct.

6 Q. In the amount of \$800,000?

7 A. Correct.

8 Q. Did Mr. Curtis loan this money to you?

9 A. Correct.

10 Q. Have you paid it back?

11 A. No.

12 Q. And you used this \$800,000 to pay the settlement
13 with Bank of America; correct?

14 A. Correct.

15 Q. And your settlement with Bank of America was for
16 \$800,000; correct?

17 A. Correct.

18 (Exhibit 17 was marked for identification.)

19 BY MR. EDWARDS:

20 Q. Sir, I'm showing you what's been marked as
21 Exhibit 17.

22 Do you recognize this document?

23 A. Yes.

24 Q. What is it?

25 A. Cashier's check made out to me for \$500,000.

1 Q. Who's this check from?

2 A. Bart Mackay.

3 Q. This coincides with the date of your prior
4 judgment debtor examination.

5 Why is that?

6 A. No idea.

7 Q. Were you holding this check when your judgment
8 debtor examination was taken last time?

9 A. Not at all.

10 Q. When was this check deposited?

11 A. I have no idea.

12 Q. Where was this check deposited?

13 A. I believe in my wife's account.

14 Q. Why in your wife's account?

15 A. She demanded it.

16 Q. So if your wife demands money, you give it to
17 her?

18 A. Well, not exactly. It's been 32 years. She
19 hasn't got the time of day. She's 56, 57 years old,
20 been up and down numerous times and is tired of it. So
21 for 32 years she demanded nothing. Which I say 30
22 years, 28, whatever. Now it's changed. She's tired of
23 the ups and downs. She wants to basically lead her own
24 life with her own money.

25 Q. So the money you used -- I'm sorry. The money

1 you received from Mr. Mackay, this is for purchase of
2 your 50 percent interest in Roen and the purchase of
3 your \$2.6 million note to Roen; correct?

4 A. I'm sorry. One more time?

5 Q. This \$500,000 check was Mr. Mackay purchasing
6 half your interest in Roen and purchasing your \$2.6
7 million note to Roen?

8 A. Correct.

9 Q. And you gave this money to your wife because she
10 demanded it and deserved it in your mind?

11 A. Gave it to her, loaned it to her, any way you
12 want to do it. I consider it -- I don't know how I
13 consider it.

14 Q. There's no loan agreement associated with this
15 check, is there?

16 A. No.

17 Q. And no loan agreement associated with you giving
18 this money to your wife?

19 A. No. Again, just verbal.

20 Q. What's verbal?

21 A. Well, I told her we'll work it out down the road,
22 the \$500,000.

23 Q. Work it out down the road; what are you referring
24 to?

25 A. I don't know. When it gets down the road, I'll

1 let you know.

2 Q. We spoke about the deeds of trust that Mr. Siefen
3 holds against your Red Arrow property.

4 A. Correct.

5 Q. What other business dealings do you have with Mr.
6 Siefen?

7 A. Mr. Siefen, I met him in 1999 or 2000. I came
8 out of bankruptcy. I met him through Flinny Ray
9 (phonetic spelling) who is a host at the Bellagio Hotel.
10 I know Flinny. I said, Flinny, I need investors. I
11 need to find a million-two to buy my first piece of
12 property out of bankruptcy. He introduced me to Mike
13 Siefen. Mike Siefen then, I believe, he gave 200,000
14 towards the million-two to buy the property on Las Vegas
15 Boulevard for my very first property when I came out of
16 bankruptcy that Mike Shustick funded. I had to raise
17 the whole million-two from investors. So total
18 investors paid for the million-two, and I got, like, six
19 or seven different investors.

20 Q. And what was Mr. Shustick's role as it relates to
21 this property you purchased?

22 A. He gave me the construction loan. He was a hard
23 money lender. I borrowed, I believe, \$16 million. I
24 believe it was, like, 8 points at 16 percent interest.
25 You know, when with you come out of bankruptcy, you're

1 broke. You don't have any money. You got tarnish
2 against your name. He's a hard money lender. In other
3 words, you know what they do. They take advantage of a
4 situation, and he was my only exit. He was my only way
5 to borrow money to get back on my feet. So I had to
6 sleep with the devil.

7 MR. COFFING: Can you clarify was that Mike
8 Shustick or an entity?

9 THE WITNESS: I'm sorry. It was Vestin
10 Mortgage. When I think of Mike Shustick, I think of
11 Vestin Mortgage.

12 BY MR. EDWARDS:

13 Q. You first pulled \$1.2 million in investors' funds
14 to purchase this property?

15 A. Correct. Mike wanted the property free and clear
16 before he would lend me the money to build the 396 units
17 on it.

18 Q. You said this property was on Las Vegas
19 Boulevard?

20 A. 9145 South Las Vegas Boulevard.

21 Q. And then you subsequently purchased or took out a
22 loan with Vestin in the amount of roughly 16 million for
23 construction?

24 A. 13, 16, something like that.

25 Q. What happened to that project?

1 A. I lost it to B of A three years ago, four years
2 ago, five years ago.

3 Q. Was that the subject of the 800,000 settlement
4 with B of A?

5 A. That was one of them. There were two properties
6 involved. One was Emerald Suites Las Vegas Boulevard
7 and Emerald Suits Cameron, which Mike Shustick, the
8 lender, lent me money on that one also. No bank would
9 touch me.

10 Q. Did you eventually buy out Mr. Siefen with money
11 from Bank of America?

12 A. No. I bought out Mr. Shustick from First
13 Republic Bank. First Republic Bank was a bank that I
14 knew from working with my brother-in-law for years. Jim
15 Baumburgher took Vestin Mortgage out after one year.

16 Q. Your brother-in-law is Jim Baumburgher?

17 A. No. My brother-in-law is Bob Bigelow. I worked
18 for Bob for a long period of time. When I was working
19 with Bob, he dealt with First Republic Bank. I got to
20 know First Republic Bank. They came in and they took
21 Mike Shustick out.

22 Q. Same Bob Bigelow that's doing the aerospace work?

23 A. Yes.

24 Q. Other than that initial borrowing from Mr. Siefen
25 as it relates to this Las Vegas Boulevard property, what

1 other business dealings have you had with them?

2 A. It wasn't a borrow. It was an investment.

3 Q. Investment, okay. I guess did Mr. Siefen lose
4 his \$200,000 as it relates to that property?

5 A. Correct.

6 Q. On all of it?

7 A. He lost it.

8 Q. He received no money back whatsoever?

9 A. He may have received 20 or 30,000 over the years
10 as dividends on profit, maybe.

11 Q. Okay. What other business dealings have you had
12 with Mr. Siefen?

13 A. We became somewhat friends after that. He
14 invested in Emerald Suites Nellis which he made money
15 on. I think he made about a million-two on that one.

16 Q. Was that your project as well?

17 A. Yes. Again funded by Mike Shustick because no
18 bank would touch me. So I was paying these ridiculous
19 rates, but I was in action; let's put it that way. He
20 invested with me in a property in Palm Springs which we
21 lost close to 4 or \$5 million on. That's -- hence the
22 note I have against him -- or he has against me. He
23 invested in CannaVest, which he did well. What else did
24 he invest? I think we had about three loan deals total,
25 Mike and I over the years.

1 Q. Has Mr. Siefen sold his interest in CannaVest?

2 A. I believe so, yes.

3 Q. And he did well?

4 A. Well, he paid a dollar a share and sold it for,
5 like, \$2 a share, 1.50, something like that. So not bad
6 for six month's work.

7 Q. Do you know how much he made total from selling
8 these CannaVest shares?

9 A. No.

10 Q. Are you involved in any current business deals
11 with Mr. Siefen?

12 A. No.

13 Q. Why not?

14 A. Not building. Not -- not -- haven't done any
15 construction in four or five years. We still remain
16 friends. We talk.

17 Q. So you borrowed 1.2 million from him as it
18 relates to a failed project in California; correct?

19 A. Well, he signed on the notes. Mike Shustick
20 funded the original property at the high rate. Mike
21 Siefen had his bank out of Virginia Beach take Mike
22 Shustick out. So he was responsible for the note. Mike
23 Siefen and I signed on the notes. When we lost the
24 property in Palm Springs, Mike Siefen had to pay his
25 end. I didn't have the money. Hence the loan against

1 me.

2 Q. For 1.2 million?

3 A. Something like that. 1.242, something like that.
4 Plus I believe there's another 200,000 he lent me for
5 living, something like that.

6 Q. So in addition, Mr. Siefen lent you another
7 \$200,000 for living expenses?

8 A. Years ago. Six, seven, eight years ago.

9 Q. Why did you borrow that money from him?

10 A. To feed my family. Not because I wanted to be in
11 debt. To feed my family.

12 Q. So if we look back at the bank records, we'll see
13 that \$200,000 going towards grocery bills?

14 A. We don't eat that much. I'm sure it's for
15 everything, you know, power, gas, water, rent, everyday
16 living expenses, yes.

17 Q. So you didn't make subsequent investments with
18 the \$200,000?

19 A. No.

20 Q. Other than the judgment by, I guess, in favor of
21 Far West against you, are you aware of any other
22 judgments against you?

23 MR. COFFING: There's a pending suit. I --
24 you must know about it.

25 THE WITNESS: There's two pending suits

1 against me. Two pending suits, but I'm not aware of any
2 judgments yet, no.

3 BY MR. EDWARDS:

4 Q. Are you aware of any liens against you?

5 A. No.

6 Q. Again, I'm using the you in that broad sense we
7 talked about earlier?

8 A. Well, the typical lien of course that's on the
9 house and B of A on that, but other than that, I don't
10 believe so.

11 Q. Do you have any plans to file for bankruptcy?

12 A. No, but I didn't have plans in 2000 either when I
13 filed.

14 Q. Do you have any other indebtedness that we have
15 not yet discussed today?

16 A. I don't know. I don't know. I don't think so.

17 Q. Going back to the loan from Adam Curtis, and
18 that's Exhibit 16.

19 The loan was not secured on anything, is it?

20 A. No, sir.

21 Q. These seem like very friendly terms to get an
22 \$800,000 loan secured on absolutely nothing.

23 Do you agree?

24 A. I agree.

25 Q. Why was Mr. Curtis willing to make you this loan

1 for \$800,000?

2 A. I guess he realized how desperate I was, how much
3 I needed the money. And like I said, Adam has made
4 money with me prior over the years. So he's doing very
5 well right now. He knew how desperate I was, and he
6 helped me.

7 Q. And because of your good relationship with Mr.
8 Curtis, it was relatively easy to get this loan?

9 A. Not at all.

10 Q. Why?

11 A. I had to, you know -- \$800,000 is a lot of money.
12 It took me a little while, but I convinced him. Was it
13 easy? No. Did it happen? Yes.

14 Q. And you made no payments on this note; correct?

15 A. None.

16 Q. We discussed this earlier, your wife pays all
17 utilities; correct?

18 A. Correct.

19 Q. And to your knowledge all that money comes from
20 the post-marital settlement agreement?

21 A. I have no idea. If I had to guess, I'd probably
22 say yes, but that's guessing.

23 Q. Do you have credit cards?

24 A. Yes.

25 Q. With whom do you have credit cards?

1 A. Capital One, I have two cards. And I have an
2 America Express that's paid through Mona Co and
3 CannaVest.

4 Q. How does that work Mona Co and CannaVest?

5 A. CannaVest pays for all of my CannaVest expenses,
6 my travel, when I eat. They're very, you know, just
7 everyday expenses they pay. The balance gets paid from
8 Mona Co.

9 Q. So when you get an invoice in from your credit
10 card company, you identify the ones that belong to
11 CannaVest, and the rest are paid by Mona Co?

12 A. Correct.

13 Q. Who pays the Capital One credit card statement?

14 A. I do.

15 Q. Personally?

16 A. Correct.

17 Q. Using what money?

18 A. The money I get from my paycheck.

19 MR. COFFING: What's left of it.

20 THE WITNESS: What's left of it.

21 MR. COFFING: Sorry.

22 BY MR. EDWARDS:

23 Q. Earlier you mentioned a bank account in the name
24 of the Mona Family Trust.

25 Do you remember saying it had one or \$200 in

1 there?

2 A. I do not recall the amount, but I believe there's
3 two different ones.

4 Q. Two different accounts?

5 A. I believe so. I believe I handed you -- again,
6 it's tough for me to say something because then you give
7 me a document a minute later that is -- I'm wrong on.
8 So I believe I may have given you two Mona Family Trust
9 accounts, and I believe the balance is very minimum to
10 -- I keep it open. I put \$100 every six months in it
11 just to keep the account open.

12 Q. So you believe there may be multiple accounts for
13 Mona Family Trust?

14 A. I believe it's one or two. I'm not sure.
15 There's one for sure.

16 Q. Where's that one account that you can think of
17 for the Mona Family Trust?

18 A. I don't know which bank.

19 Q. Do you know for the two where would the second
20 account be for the Mona Family Trust? Any idea?

21 A. In a Las Vegas bank.

22 Q. But you're not sure which one?

23 A. I'm not sure which one.

24 Q. Are you a party to any settlement agreements,
25 other than the one we discussed with Bank of America?

1 A. No.

2 Q. Are you receiving any settlement payments from
3 anybody?

4 A. No.

5 Q. Are you making any settlement payments to
6 anybody?

7 A. No.

8 Q. Are your parents still alive?

9 A. No, sir.

10 Q. Other than your children and your wife, do you
11 have any dependents?

12 A. No.

13 Q. How much cash do you have on hand?

14 A. \$1800, \$2,000 maybe.

15 Q. Where do you store that money?

16 A. At home.

17 Q. In a safe?

18 A. My drawer.

19 Q. Sock drawer?

20 A. No. Just a drawer.

21 Q. Just a drawer?

22 A. Yes.

23 Q. Kitchen drawer in your bedroom?

24 A. A drawer in my closet.

25 Q. Do you know if your wife has any money on hand?

1 A. No idea.

2 Q. Do you have any safe deposit boxes?

3 A. No.

4 Q. Do you have any storage facilities?

5 A. Yes. We have, I believe, four facilities off of
6 Cheyenne.

7 Q. What do you store in those four storage
8 facilities?

9 A. A bunch of junk that if I ever had the time to
10 spend a day going through it, I could probably turn it
11 into one storage room. Christmas decorations, some old
12 Laguna furniture, a couple things from Big Bear, my
13 daughter's furniture, stuff like that.

14 Q. Any vehicles?

15 A. No.

16 Q. Any jewelry?

17 A. No.

18 Q. Any valuables other than furniture?

19 A. Well, the furniture's not that valuable, but
20 that's about it.

21 Q. Can you think of any other assets you're storing
22 in the storage facility?

23 A. Family pictures, which are priceless.

24 Q. Anything else?

25 A. Just typical storage stuff that you keep in a

1 storage unit; that you visit once a year.

2 Q. Do you have any plans to abandon or close any of
3 those storage facilities?

4 A. Definitely. When I get -- like I stated five
5 minutes ago, when I get three or four clear days here,
6 I'll go there and probably turn those four into one.

7 Q. Do you have any current plans to do that?

8 A. No. Especially during the summertime when it's
9 150 degrees here.

10 MR. COFFING: And I just want to clarify
11 when you say facilities, you mean units?

12 THE WITNESS: Yes. I'm sorry. Units,
13 storage units.

14 BY MR. EDWARDS:

15 Q. Do you have any storage units anywhere outside of
16 Las Vegas?

17 A. I have one in San Diego.

18 Q. What's in the San Diego storage unit?

19 A. Some furniture from my son, some more of my
20 daughter's furniture, some more Laguna furniture, two or
21 three bikes, you know. Again, more crap.

22 Q. Do you know the name of the storage unit,
23 facility in San Diego?

24 A. No.

25 Q. Do you know where it's located?

1 A. It's located off of Harbor Drive.

2 Q. So close to the condo that you stay at?

3 A. Ten minutes.

4 Q. And what's the name of the storage facility here
5 in Las Vegas?

6 A. I can't recall.

7 Q. Do you have any records reflecting the name of
8 the storage facility in Las Vegas and San Diego?

9 A. Oh, yeah.

10 MR. COFFING: You want to leave a blank and
11 we'll fill it in.

12 MR. EDWARDS: Okay. What I'd like is for
13 you to produce some tangible document that would show me
14 the name and account number, unit number, that sort of
15 thing.

16 MR. COFFING: Yeah, if we can get an
17 invoice, we'll do that.

18 MR. EDWARDS: Okay.

19 BY MR. EDWARDS:

20 Q. You have produced for us in this most recent
21 production all records related to any banks you have
22 that are open currently; correct?

23 A. To the best of my knowledge, yes.

24 Q. You think there may be bank accounts that may be
25 open now that you don't have knowledge of?

PART B

PART B

1 A. No.

2 Q. How many bank accounts are you a signatory on
3 right now?

4 MR. COFFING: Are we still including
5 CannaVest? Because that was kind of before lunch. Do
6 you want to --

7 MR. EDWARDS: Yeah, this is sort of a broad
8 question. I want him to include CannaVest.

9 THE WITNESS: The CannaVest account
10 obviously, which I'm glad you reminded me. I believe
11 I'm on Mona Family Trust. I know I'm on the Chase
12 account, my Chase account. Probably Keisha (phonetic
13 spelling), I believe, I'm on. There may be others I'm
14 not aware of, but all the accounts I produced to you.
15 So I don't know if I'm a signor or not on those.

16 BY MR. EDWARDS:

17 Q. You mentioned Keisha. What is Keisha?

18 A. Keisha was another trust that John Dawson put
19 together years ago that was never used.

20 Q. So no assets in Keisha Trust?

21 A. No, sir.

22 Q. Never have been?

23 A. No, sir.

24 Q. Who maintains your personal finances?

25 A. I do.

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?

1 A. Most of them, yes.

2 Q. What else was included in the sale of the Big
3 Bear property, real estate, furnishings, anything else?

4 A. No. Personal property I took.

5 Q. So couches, beds, chairs were all left behind and
6 sold as part of the property?

7 A. Correct.

8 Q. Are they still in the property now?

9 A. Yes.

10 Q. What does Keisha stand for?

11 A. Keisha was my old dog. Just like Scarlet was my
12 old dog.

13 Q. Do you have any insurance policies?

14 A. Yes.

15 Q. Tell me about them.

16 A. I have a 30-year term policy for \$5 million that
17 my wife is the beneficiary on.

18 Q. Any other insurance policies?

19 A. Just a typical house, car, stuff like that.

20 Q. Are you aware if there's any cash value
21 associated with your life insurance policy?

22 A. Not at all.

23 Q. There is none or you're not aware of any?

24 A. There is none. It's a term policy. If I stop
25 paying tomorrow, the policy's over.

1 Q. I'm going to use the term you again in the broad
2 sense, make sure we're both on the same page.

3 But have you sold or transferred any assets or
4 property in the last five years?

5 A. The Big Bear property you know about. The Laguna
6 house which got taken. Other than that, I don't believe
7 so, no.

8 Q. Other than those two pieces of real estate, have
9 you sold any personal property in the last five years?

10 A. No.

11 Q. What did you do with the proceeds of the sale of
12 the Big Bear property?

13 A. Well, I don't know if I collected or not. After
14 you showed me that document, there was \$65,000. I don't
15 know if I collected it or not.

16 Q. What was the purchase price of the Big Bear
17 property?

18 A. I don't remember.

19 Q. So you sold it, the Big Bear property, but you're
20 not sure whether you actually ever got paid?

21 A. Correct.

22 Q. Are you thinking about taking the Big Bear
23 property back for not getting paid?

24 A. If I could afford it, I would.

25 Q. Other than your income from CannaVest, what other

1 sources of income, do you have?

2 A. None.

3 Q. For the past five years, other than your income
4 from CannaVest, what sources of income have you had?

5 A. Well, you saw the MJNA stock. I believe I was
6 getting paid a couple thousand dollars a month from Mona
7 Co a few years ago. That stopped because it ran out of
8 money. I believe that's it.

9 MR. COFFING: Tom, may I prompt just for the
10 sake of completeness. Emerald Suites, I think, you had
11 some money towards the end, salary?

12 THE WITNESS: Oh.

13 MR. COFFING: I just wanted to be complete.

14 THE WITNESS: I never got paid for Emerald
15 Suites. I had to make money to get paid.

16 MR. COFFING: Okay.

17 THE WITNESS: And of course that workman's
18 comp deal, the 90-some thousand I told you about. And I
19 believe that's it.

20 BY MR. EDWARDS:

21 Q. You said when Mona Co ran out of money, they had
22 to stop paying you money?

23 A. Correct.

24 Q. Where does Mona Co's money come from?

25 A. Borrowed.

1 **Q. From what?**

2 A. My son lent it 100,000 a couple years ago. Roen
3 Ventures lent 200,000 or 250, I believe, awhile ago.
4 It's all borrowed money.

5 **Q. It never generated money in and of itself?**

6 A. Well, when I was developing, yes. When I was
7 developing, I would charge, and Mona Co held the
8 contractor's license. So each property they built, I
9 would charge a general contracting fee that went to Mona
10 Co. And when I was the in the Emerald Suites in the
11 business, I'd charge a management fee, a 10 percent
12 management fee. That went to Mona Co. So Mona Co was
13 being funded very good nine, ten years ago.

14 **Q. But no business operations in the last five**
15 **years?**

16 A. No.

17 **Q. What is Desert Dream Properties, LLC?**

18 A. Desert Dream, I believe that was a guy named Dave
19 Morgan. And I believe I may have invested in a house or
20 something with him years ago for -- I think he bought it
21 and sold it seven, eight, nine years ago. That sounds
22 like Dave Morgan.

23 **Q. Do you still have any interest in Desert Dream**
24 **Properties, LLC?**

25 A. No, I don't believe -- I don't know if I ever had

1 an interest in it, but the answer's no.

2 Q. Do you know of any assets in Desert Dream
3 Properties, LLC?

4 A. No. Dave Morgan filed bankruptcy.

5 Q. You believe Dave Morgan is the one that formed
6 that LLC?

7 A. You know, it sounds familiar. I can't swear on
8 it, but I believe so.

9 Q. What is McCarran Plaza Suites, Inc.?

10 A. McCarran Plaza Suites is 18 acres of property on
11 the corner of Las Vegas Boulevard and 215, which I had
12 free and clear in 1998. It was worth probably \$2
13 million an acre that I lost in bankruptcy. I was going
14 to put another casino and daily/weeklies there, but it
15 never happened.

16 Q. Do you continue to hold any interest in McCarran
17 Plaza Suites, Inc.?

18 A. Not at all. That was sold through the bankruptcy
19 for pennies on the dollar.

20 Q. Roen Ventures, LLC, we spoke a little bit about
21 already?

22 A. Correct.

23 Q. Do you have any current interest in Roen
24 Ventures, LLC?

25 A. No.

1 Q. But you are still working for Roen Ventures as a
2 consultant?

3 A. Correct.

4 Q. And your wife has a convertible \$1 million note
5 in Roen?

6 A. Correct.

7 Q. And if she converts, she gets \$1 million in
8 CannaVest stock?

9 A. Correct.

10 Q. What is Speedway Industrial 10, LLC?

11 A. It was, I believe, 10 or 20 acres that I bought
12 outside of the speedway that I took about a \$3 million
13 bath on.

14 Q. When was that?

15 A. 2002. 2003 maybe.

16 Q. That's when you purchased it?

17 A. Maybe a little later than that.

18 Q. So not too much longer?

19 A. Wait a second. Let me think back now. No, it
20 was probably, like, '07 or '08 maybe. It was later than
21 what I just said. It was vacant land. Never developed.
22 It was repossessed.

23 Q. By whom?

24 A. By the guy I bought it from.

25 Q. Who's that?

1 A. I don't know. It was bought through a Realtor.

2 Q. So you purchased it and there was a carryback?

3 A. Correct. Oh, Mark Leftcowitz (phonetic
4 spelling).

5 Q. Is he a friend of yours?

6 A. Not at all. I just remember his name.

7 Q. Can you spell his last name?

8 A. Leftcowitz? You could probably spell it as good
9 as I could. Nice Italian guy.

10 Q. Who is New Times, LLC?

11 A. New Times, LLC. I believe that was another LLC
12 that I had a piece of property in that I ended up
13 losing.

14 Q. What piece of property?

15 A. I don't know. I want you to understand
16 something. I had, like, 15 or 17 at one time. I don't
17 know exactly. I don't know if it was in Arizona or Las
18 Vegas or what. I don't know. I don't remember.

19 Q. Do you remember when you lost the property at New
20 Times, LLC?

21 A. I lost everything around '08, '09. So I'd have
22 to say around then.

23 Q. What's M&M Development, Inc.?

24 A. M&M Development was my first development company
25 that I started 29 years ago when my son was born. It

1 stood for Mike and Mike, and it was the company that I
2 built properties through for a long period of time.
3 Similar to Mona Co. It had a license. It built the
4 property. It charged, and then it charged management
5 fees. I lost that in bankruptcy in 2000.

6 Q. So you don't continue to hold any interest in M&M
7 Development, Inc.?

8 A. It's been dissolved since 2000, 1999, 2000,
9 something like that.

10 Q. What's Emerald Suites, LLC?

11 A. Emerald Suites. There was Emerald Suites Las
12 Vegas Boulevard, the one I just told you about when I
13 came out of bankruptcy on Las Vegas Boulevard, 396
14 units. There was Emerald Suites Tropicana which was
15 funded by Mr. Shustick, which I eventually sold that one
16 in -- I don't know -- 2006, maybe, 2007. I'm guessing.
17 There's an Emerald Suites Nellis. Three or four Emerald
18 Suites that I built back to back funded by a hard money
19 lender, Vestin Mortgage.

20 Q. Do you continue to own an interest in Emerald
21 Suites, LLC?

22 A. Not at all.

23 Q. Do you know are there any assets in Emerald
24 Suites, LLC?

25 A. Not at all.

1 Q. What is Fudds, LLC?

2 A. Fudds was an LLC my son and I put together. We
3 were going to buy Fuddruckers in California and form the
4 LLC. Never went through with the deal, backed out.

5 Q. Did Fudds, LLC, ever hold any assets?

6 A. No. It was formed and never -- nothing happened
7 after that.

8 Q. What is M&M Ventures, LLC?

9 A. M&M Ventures was another LLC put together with
10 Mike Minetti -- you heard his name earlier -- a buddy of
11 mine. We had a couple of pieces of property in Arizona
12 which we eventually lost, and I believe my last return
13 showed the final -- finally ending the relation of M&M
14 Ventures.

15 Q. So you continue to hold an interest in M&M
16 Ventures, LLC?

17 A. Not at all.

18 Q. Are there any assets in M&M Ventures, LLC?

19 A. Has not been for three years, four years.

20 Q. Did you lose all of the properties in M&M
21 Ventures to foreclosure?

22 A. Yes.

23 Q. So you made no money off of those properties?

24 A. I made no money off of any of my LLCs in real
25 estate. I bought high and sold low.

1 Q. What's Sunrise RV Park, Inc.?

2 A. Sunrise RV Park was part of a development -- a
3 development I started in 1996. It was where my casino
4 was going to go, right in between Boulder Station and
5 Sam's Town. I had, I believe, 18 acres there. And I
6 put together an RV park, which ended up getting lost in
7 my bankruptcy also.

8 Q. Do you continue to hold any interest in Sunrise
9 RV Park, Inc.?

10 A. No, sir.

11 Q. Are there any assets in Sunrise Park, Inc.?

12 A. No, sir.

13 Q. What is Food at Fifth, LLC?

14 A. Food at Fifth was another LLC that my son and I
15 put together. We were going to buy a sandwich store.
16 That never happened. That was on Fifth and something.
17 Downtown San Diego.

18 Q. Did Food and Fifth, LLC, ever hold any assets?

19 A. No, sir.

20 Q. Do you still own an interest in Food and Fifth,
21 LLC?

22 A. No.

23 Q. What is AZ12, LLC?

24 A. AZ12, LLC, is another piece of property I
25 purchased in Arizona which I lost.

1 Q. Are there any assets of AZ12, LLC?

2 A. No, sir.

3 Q. What is Stranger Than Fiction, LLC?

4 A. That's a touchy one. That's a \$75,000 investment
5 my wife made in some book over a three-martini lunch
6 that never happened. But it was tough for me to
7 complain about that when I lost millions of her dollars.
8 Ask her about that and you'll hear it.

9 Q. I did.

10 A. You probably heard it then.

11 Q. Are there any assets in the Stranger Than
12 Fiction, LLC?

13 A. No, sir.

14 Q. Do you or your wife still hold an interest in
15 Stranger Than Fiction, LLC?

16 A. I don't believe so, no.

17 Q. Are you aware of any plans to produce the book?

18 A. No. That went belly up also.

19 Q. What is H&R Acquisition, LLC?

20 A. H&R Acquisition is another investment I had with
21 Hammid and Richie, a buddy of mine. A piece of
22 property, I believe, that was in Laughlin that we ended
23 up losing also.

24 Q. To foreclosure?

25 A. Foreclosure.

1 Q. Did you make any money off of H&R Acquisition,
2 LLC?

3 A. No, sir.

4 Q. Were there any assets in H&R Acquisition, LLC?

5 A. No, sir.

6 Q. Employers Holding, Inc., is where you got the
7 roughly \$90,000 that we spoke about earlier; right?

8 A. Correct.

9 Q. Do you own any interest in Employers Holding,
10 Inc.?

11 A. No, sir.

12 Q. Do you know if Employers Holding, Inc., owes you
13 any more money?

14 A. No. I -- they do not. I made sure of that.

15 Q. We discussed earlier that Bamburgh Holdings is
16 your landlord in San Diego; correct?

17 A. Correct.

18 Q. Do you have any other dealings with Bamburgh
19 Holdings, LLC?

20 A. No.

21 Q. Do you hold any interest in Bamburgh Holdings,
22 LLC?

23 A. No.

24 Q. Again, I'm using that in the broad sense. I'm
25 talking about you, your wife, the trust?

1 A. No.

2 Q. Scarlet Holdings Limited Partnership. What is
3 that?

4 A. Again, that was named after my dog Scarlet, and
5 that was -- that was put together by John Dawson. And
6 like I said earlier, I believe that held my Laguna
7 property or maybe even Ironwood. I'm not sure. Maybe
8 Big Bear. I'm not sure. Like I said, John Dawson did a
9 real good job of creating nightmares. I guess if the
10 economy didn't crash, it wouldn't have been a nightmare,
11 but whatever.

12 Q. Are there any assets in Scarlet Holdings, LP?

13 A. No, sir.

14 Q. Do you continue to hold any interest direct or
15 indirect in Scarlet Holdings, LP?

16 A. No.

17 Q. We spoke about this, I think, earlier. Dunholm
18 Limited, LCC, which is, I think, you testified the
19 entity that purchased the Big Bear property; right?

20 A. Correct.

21 Q. You don't hold any interest in Dunholm Limited,
22 LLC?

23 A. No.

24 Q. Either does your wife?

25 A. No.

1 Q. Neither does the trust?

2 A. No.

3 Q. Are you currently involved in any other
4 businesses or entities that we haven't discussed today?

5 A. Just trying to make CannaVest work.

6 Q. So the answer is no?

7 A. Correct. The answer is no. I'm sorry.

8 Q. That's okay.

9 Are you involved in any other partnerships?

10 A. No.

11 Q. Are you receiving any pension payments?

12 A. No.

13 Q. Are you contributing to any pensions?

14 A. No.

15 Q. Are you receiving any disability payments?

16 A. No.

17 Q. Are you receiving any unemployment payments?

18 A. No.

19 Q. Who foreclosed on the Laguna property?

20 A. Mike Shustick. Vestin Mortgage.

21 Q. Were there any surplus funds after the
22 foreclosure?

23 A. No. Well, let's put it this way. I didn't get
24 any. I have not talked to Shustick since --

25 Q. Are you no longer on good terms with Mr.

1 Shustick?

2 A. No.

3 Q. Why's that?

4 A. Business. Bad business, I guess.

5 Q. Like what?

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

10 Q. Are you an officer of Roen Ventures?

11 A. No.

12 Q. Are you a manager of Roen Ventures?

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

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

18 A. I believe so, yes.

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

21 A. Yes.

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

23 A. Yes.

24 Q. Did you receive a refund?

25 A. No. Not yet.

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

2 A. Hopefully.

3 Q. When?

4 A. Oh, I have no idea.

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

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

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

10 A. I have no idea.

11 Q. Have you asked about it?

12 A. Asked about it yesterday.

13 Q. And?

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

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

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

17 Q. What bills?

18 A. Everyday living bills, expenses.

19 Q. Your living expenses?

20 A. Whatever expenses that arise.

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

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

1 Q. So you're going to give half of it to your wife,
2 and the rest is going to go to Mona Co to pay your
3 living expenses?

4 A. I haven't decided yet.

5 Q. When will you decide?

6 A. I guess when I get the check in my hand.

7 Q. You don't want it to use to pay the judgment in
8 this matter?

9 A. I'd rather use it to survive right now.

10 MR. COFFING: If that's an offer to settle
11 for 55,000, we can talk.

12 MR. EDWARDS: We'll absolutely take the
13 55,000 as partial satisfaction of the judgment.

14 (Exhibit 18 was marked for identification.)

15 BY MR. EDWARDS:

16 Q. Sir, I'm showing you what's been marked as
17 Exhibit 18.

18 Do you recognize this?

19 A. Yes, sir.

20 Q. What is it?

21 A. It's the 2014 tax return for my wife and I.

22 Q. And this is what you filed with the IRS?

23 A. This is what Ed Wilson filed, yes.

24 Q. With your permission?

25 A. Correct.

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

3 A. Correct.

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

5 A. Correct.

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

10 A. Correct.

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

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

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

17 A. I have no idea.

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

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

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

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

1 account outside the country in 2014?

2 A. I'm sorry. Where are you looking at?

3 Q. Very bottom of page 5.

4 A. Okay.

5 Q. It asked if you have any foreign accounts in
6 2014.

7 Do you see that?

8 A. Yes.

9 Q. Do you see the check next to no for that answer?

10 A. Yes.

11 Q. But in actuality, you do have at least one
12 account?

13 A. I have that account in Germany.

14 Q. So this is inaccurate in that respect?

15 A. Doesn't look like it, no. Obviously Ed Wilson
16 doesn't know about my 320 Euros sitting there.

17 Q. Are there any other accounts that Ed Wilson
18 doesn't know about?

19 A. No.

20 Q. Page 9 of this tax return. It shows that you
21 took a 500 -- more than a \$500,000 loss in 2014.

22 Where did you lose that money?

23 A. Probably one of the numerous LLCs that I lost, I
24 would have to guess. Not guess. It has to be it.

25 Q. Direct your attention to page 12, please of

1 Exhibit 18. Down under part 5 at the very end of the
2 page.

3 A. Okay.

4 Q. Line 43.

5 A. Okay.

6 Q. It says reconciliation for real estate
7 professionals.

8 Are you a real estate professional?

9 A. Well, if you go based upon all my prior
10 investments, I have to say no.

11 Q. Do you own any real estate licenses?

12 A. No.

13 Q. Have you ever?

14 A. 25 years ago I had a -- 30 years ago I had a real
15 estate license I let lapse.

16 (Exhibit 19 was marked for identification.)

17 BY MR. EDWARDS:

18 Q. So I'm showing you what's been marked as Exhibit
19 19.

20 Do you recognize this?

21 A. Part of my tax return obviously.

22 Q. Specifically it's a K-1 from Mona Co Development;
23 right?

24 A. Yes.

25 Q. If I'm reading this right, it says that Mona

1 Family Trust is an owner of Mona Co Development; is that
2 right?

3 A. It looks that way, yes.

4 Q. Is that true that Mona Co is owned at least in
5 part by Mona Family Trust?

6 A. That's what this document states.

7 Q. And I'm asking whether this document is accurate?

8 A. I probably have to say my accountant knows more
9 than I do.

10 Q. So you do believe this is accurate that the Mona
11 Family Trust owns a portion of the Mona Co Development,
12 LLC?

13 A. I don't know. Based upon this obviously, yes.
14 Which is news to me.

15 Q. Okay. You thought you were the sole owner of
16 Mona Co Development, LLC?

17 A. No. I know my kids have 49 percent. I thought
18 the 51 percent was owned by myself and my wife. I had
19 no idea it was Mona Family Trust.

20 Q. The bottom left-hand corner of the first page of
21 Exhibit 19, do you see capital contributed during the
22 year?

23 A. Okay.

24 Q. Do you see \$402,000 was contributed from the Mona
25 Family Trust to Mona Co Development in 2014?

1 A. No.

2 Q. You don't see that?

3 A. I see it, but I know Mona Family Trust did not
4 give \$400,000.

5 Q. Where did that money come from?

6 A. I have no idea. Probably loans.

7 Q. Loans from who?

8 A. Whatever the books say. I don't know. I know
9 Mona Family Trust did not give \$402,000.

10 Q. Do you think somebody contributed the \$402,00 to
11 Mona Co in 2014?

12 A. I don't know.

13 Q. What documents would you look at to figure out
14 who gave Mona Co \$402,000 in 2014?

15 A. Probably have to go to my accountant, see what he
16 has.

17 Q. You don't have any documents that would reflect
18 that?

19 A. He has all this financial information.

20 Q. You don't have any of the financial information?

21 A. No.

22 Q. In response to the judgment debtor examination
23 order, did you ask your accountant for any documents?

24 A. No.

25 Q. Do you believe you should have?

1 MR. COFFING: Calls for a legal conclusion
2 as to what he should have done.

3 THE WITNESS: A lot of things I should have
4 done in my life. Probably so.

5 BY MR. EDWARDS:

6 Q. Also in that same box, first page of Exhibit 19,
7 says that there were withdrawals and distributions from
8 Mona Co Development to the Mona Family Trust in the
9 amount of \$145,147.

10 Do you see that?

11 A. Correct.

12 MR. COFFING: I'm going to object to the
13 characterization that was given to the Mona Family
14 Trust, but that's what the document says. There's
15 \$145,000 in withdrawals and distributions.

16 THE WITNESS: I would have to say that comes
17 from bills that were paid through Mona Family Trust that
18 my accountant put down as withdrawals and distributions.
19 Again, I'm not an accountant. I'm far from it, but
20 that's what I would have to guess.

21 BY MR. EDWARDS:

22 Q. That -- you lost me there. One more time?

23 A. Obviously there were bills paid and moneys paid
24 out -- I don't know -- that totaled this \$145,000 that
25 he classified as personal.

1 Q. Bills paid to Mona Co or paid by Mona Co

2 Development on behalf of the Mona Family Trust?

3 A. I don't know.

4 Q. But you were just articulating what you thought

5 happened. I'm trying to rephrase to make sure I

6 understand.

7 A. I don't want to guess. I don't know. I don't

8 know the situation.

9 Q. We'd have to look at your accountant's records to

10 figure that out?

11 A. Correct.

12 Q. You're saying the Mona Family Trust did not

13 receive over \$145,000 from Mona Co in 2014?

14 A. I don't believe so, no.

15 Q. Let's turn to page 2 of Exhibit 19. You see the

16 list under nondeductible expenses?

17 A. Okay.

18 Q. You see excluded meals and entertainment is the

19 first category?

20 A. Okay.

21 Q. What were these meals and entertainment expenses

22 for?

23 A. Probably like it says, entertainment and business

24 expenses.

25 Q. For what?

1 A. What do you mean for what?

2 Q. Well, Mona Co hasn't done any business in five
3 years if not longer. So who are you entertaining? Who
4 are you taking out to lunch?

5 A. I don't know what my accountant put this under,
6 what he totaled to put this here.

7 Q. Are you entertaining clients on behalf of Mona
8 Co?

9 A. I entertain people all the time trying to borrow
10 money, trying to do deals. That's what I do.

11 Q. For CannaVest?

12 A. No. For personal, for CannaVest, for whatever
13 I'm working on.

14 Q. Are you trying to get loans for Mona Co?

15 A. Well, I'm trying to live past CannaVest because I
16 think CannaVest is going to come to an end. So I'm
17 trying to plan ahead. So I'm trying to, you know, make
18 a deal with somebody, trying to make a dollar.

19 Q. What deals are you trying to make?

20 A. Any deal I can get my hands on.

21 Q. Like what?

22 A. Real estate deals, any deals.

23 Q. You're currently working on putting together some
24 real estate deals?

25 A. I try to work on anything. I don't have anything

1 right now. I couldn't say, yes, I'm working on this
2 deal. I'm a businessman. I got to make money. I'm
3 doing whatever it takes to pay the bills.

4 Q. Okay. Right now you don't have any current
5 business plans?

6 A. I have no current business plans.

7 Q. But you're trying to make some?

8 A. Trying to borrow money from CannaVest to keep it
9 going. That's what I'm focused on.

10 Q. You're not trying right now to borrow any money
11 for Mona Co?

12 A. I borrow money from whoever is going to lend it
13 to me.

14 Q. My question is: Are you trying to borrow money
15 right now for Mona Co?

16 A. No.

17 Q. Are you trying to borrow money right now for
18 yourself?

19 A. I always try to borrow money for myself.

20 Q. Is that a yes?

21 A. Yes.

22 Q. Who are you trying to borrow money from?

23 A. People, I guess, that I have done business with
24 in the past that I've made money for.

25 Q. Who are you trying to borrow money from?

1 A. Nobody specific.

2 Q. You don't have any plans in place to borrow any
3 money from anybody?

4 A. No.

5 Q. Second category here is employee life insurance.
6 Do you see that?

7 A. Yes.

8 Q. Who are the employees receiving life insurance?

9 A. Well, until we had health insurance at CannaVest,
10 which I believe just kicked in maybe six, seven months
11 ago, it was my son and I.

12 Q. Life insurance?

13 A. Oh, no, I'm sorry. Life insurance is mine. I
14 apologize. Life insurance goes back to that \$5 million
15 term policy that my wife is the beneficiary of. I
16 apologize.

17 Q. So Mona Co paid a little over \$21,000 for your
18 personal life insurance policy?

19 A. Mona Co owes me about a million-eight, \$2
20 million. So, yes, they did.

21 Q. Is that documented anywhere?

22 A. I believe it's on the books at Mona Co.

23 Q. Is there a loan agreement?

24 A. Nope.

25 Q. Any document other than the books of Mona Co that

1 would document the loan?

2 A. No.

3 Q. These loans that you're trying to get for
4 yourself personally, do you have any intent to pay them
5 back?

6 A. I intend to pay everybody back when and if
7 CannaVest ever takes off. And, you know, I've got about
8 six months to figure it out. So I'll let you know come
9 January.

10 Q. Okay. What happens in January?

11 A. Well, if I don't make something happen this year
12 with CannaVest, I don't believe I'll be employed by
13 CannaVest come January. That means my son will be out
14 of a job too, I'm sure.

15 Q. Next line item down on Exhibit 19 under
16 nondeductible expenses is health insurance.

17 Do you see that?

18 A. Correct.

19 Q. Who is Mona Co paying health insurance for?

20 A. That was what I was speaking about earlier. I
21 believe it was for my son and I prior to us getting
22 coverage at CannaVest.

23 Q. Does your wife -- does she have health insurance?

24 A. She's under my plan.

25 Q. Next item down is insurance Red Arrow.

1 What's that?

2 A. Obviously Mona Co paid my insurance for Red Arrow
3 house.

4 Q. Why did Mona Co pay the insurance for the Red
5 Arrow house?

6 A. Probably because it owes me close to a
7 million-eight, and I paid it through Mona Co.

8 Q. When you did you loan million-eight to Mona Co?

9 A. Over the last -- Mona Co was created in 2000.
10 Probably in the last -- you know, since then. Again, I
11 don't know if it's as high as a million-eight. I think
12 that may be a little high. Maybe million-one,
13 million-two, something like that. I don't know. I'm
14 probably guessing, and I should not do that.

15 Q. What did Mona Co do with the million-eight that
16 you loaned it?

17 A. Invested in deals.

18 Q. Do you know which deals?

19 A. No.

20 Q. Would that be reflected in the books?

21 A. Probably so.

22 Q. Or did you loan the 1.8 million to Mona Co so
23 Mona Co could pay your personal expenses?

24 A. No. It was business.

25 Q. All business?

1 A. Uh-huh.

2 Q. Next entry down under nondeductible expenses,
3 club dues.

4 Do you see that?

5 A. Yes.

6 Q. Where is Mona Co paying for club dues?

7 A. Again, probably comes off of the money that Mona
8 Co owes me.

9 Q. Where is Mona Co paying these club dues to?

10 A. This is Red Rock Country Club I'm sure.

11 Q. Do you have a golf membership?

12 A. Yes.

13 Q. Is it full golf or limited golf?

14 A. I believe it's limited, and I haven't played in
15 two years.

16 Q. Are you an equity member?

17 A. No.

18 Q. Next line item down is personal auto, and the one
19 down after that is personal use of vehicle.

20 Do you know what those line items are referring
21 to?

22 A. No.

23 Q. Does Mona Co own a vehicle?

24 A. I believe it used to own a truck or something
25 awhile ago. I don't know. It does not own a vehicle

1 now, no.

2 Q. Did it own a vehicle in 2014?

3 A. I don't recall.

4 Q. What documents could we review to figure out if
5 it owned a vehicle in 2014?

6 A. Probably the Mona Co documents.

7 Q. With your accountant?

8 A. With my accountant.

9 Q. Last item on the nondeductible expenses on page 2
10 of Exhibit 19 is utilities for \$19,000.

11 What utilities is this referring to?

12 A. Probably utilities that were paid out of Mona Co
13 for the house.

14 Q. Your personal house?

15 A. I guess.

16 Q. Why is Mona Co paying all of these personal
17 expenses?

18 A. That's just what I was told to do from my
19 accountants.

20 Q. You plan on continuing to pay your personal
21 expenses through Mona Co?

22 A. Hopefully not.

23 Q. What do you hopefully intend to do in the future?

24 A. Well, I don't know right now. The future is so
25 far off. I have no idea.

1 Q. I'm sorry. What's that?

2 A. I have no idea.

3 Q. Something was so far off?

4 A. The future is so far off. I have no idea.

5 MR. COFFING: Is now a good time for a
6 break?

7 MR. EDWARDS: Sure.

8 (A break was taken from 1:48 p.m. through
9 1:53 p.m.)

10 (Exhibit 20 was marked for identification.)

11 BY MR. EDWARDS:

12 Q. Sir, I'm showing you what's been marked as
13 Exhibit 20.

14 Do you recognize this document?

15 A. It's a part of my 2014 tax return.

16 Q. And a K-1 from M&M Ventures, LLC?

17 A. Correct.

18 Q. If I remember your testimony right, M&M does not
19 have any assets; right?

20 A. Correct.

21 Q. You lost them in foreclosure?

22 A. Correct.

23 Q. Again, if I'm reading this K-1 correctly, it says
24 that the Mona Family Trust owns 90 percent of M&M
25 Ventures.

1 Do you see that?

2 A. Yes, I do.

3 Q. Is that consistent with your understanding?

4 A. You know, my accountant prepared this. I don't
5 know how he prepared it, but obviously it says it did,
6 which is news to me.

7 Q. Before today you didn't know that the Mona Family
8 Trust owned 90 percent of M&M Ventures, LLC?

9 A. I did not know that. I thought it was myself.

10 Q. Who owns the remaining 10 percent of M&M
11 Ventures, LLC?

12 A. I would have to say Mike Minetti.

13 Q. Is that consistent with your understanding that
14 you own 90 percent and he owned 10 percent?

15 A. I thought it was 50/50, is what I thought, and I
16 had no idea Mona Family Trust was involved with it. You
17 know, when you lose as many properties as I have and
18 gone through the money I have, I guess I don't pay
19 attention like I should of who loses what. To me it's
20 all me, whether it's Mona Family Trust, whether it's
21 personal, whether it's my wife. It's all Mona. So
22 maybe I was wrong in this. Obviously I am. I do not
23 prepare these returns. My accountant does. To me a
24 loss is a loss.

25 Q. Bottom left-hand corner shows capital contributed

1 during the year of Mona Family Trust to M&M Ventures of
2 over \$33,000.

3 Do you see that?

4 A. Correct.

5 Q. Did Mona Family Trust contribute over \$33,000 to
6 M&M Ventures in 2014?

7 A. I don't believe so, no. I don't recall.

8 Q. Did anybody contribute \$33,000 to M&M Ventures in
9 2014?

10 A. If anybody did, it would be Mike Minetti.

11 Q. You didn't contribute \$33,000 to M&M Ventures in
12 2014?

13 A. I don't believe so. This has been a loser for
14 three years, two years. I don't know why I would
15 contribute \$33,000 to a project that was a loser three
16 years ago.

17 Q. And what records would I use to confirm who
18 contributed more than \$33,000 to M&M Ventures in 2014?

19 A. Obviously my accountant's.

20 Q. But you didn't ask the accountant for his
21 documents?

22 A. No.

23 (Exhibit 21 was marked for identification.)

24 BY MR. EDWARDS:

25 Q. I'm showing you what's been marked as Exhibit 21.

1 Do you recognize this document?

2 A. 2000 Mona Co Development return.

3 Q. 2014?

4 A. I'm sorry. 2014, yeah.

5 Q. Did you review this tax return before?

6 A. I don't review tax returns at all, no.

7 Q. Does your accountant ask you to review tax
8 returns?

9 A. Obviously he does.

10 Q. You don't listen to him?

11 A. Obviously not in this case.

12 Q. So this is the first time you're seeing the 2014
13 tax returns for Mona Co development?

14 A. I obviously saw it prior to him submitting it I
15 would guess.

16 Q. But you don't recall?

17 A. I don't recall.

18 Q. On this first page under income, line 8, it says
19 2014 income for Mona Co was a little over \$39,000.

20 Do you see that?

21 A. That's what it says.

22 Q. Where did Mona Co earn that income from?

23 A. I have no idea.

24 Q. Because it hasn't been operated for five plus
25 years?

1 A. Correct.

2 Q. Yet it has substantial deductions.

3 Do you see that?

4 A. Correct.

5 Q. Do you know why it has substantial deductions?

6 A. No, I don't.

7 Q. I'm going to direct your attention to Exhibit 21.

8 If you look at the bottom right-hand corner, it's page

9 337.

10 A. Page 337?

11 Q. Yeah.

12 Do you see the list of expenses under other

13 deductions?

14 A. Yes.

15 Q. Accounting fees for 13,000. What's that for?

16 A. I would have to guess accounting.

17 Q. To Mr. Wilson?

18 A. Correct.

19 Q. Do you pay him over \$13,000 just for the Mona Co

20 tax returns or for other tax returns?

21 A. I have no idea.

22 Q. Does Mona Co do any advertising?

23 A. No.

24 Q. Why is Mona Co deducting over almost \$14,000 for

25 advertising in 2014?

1 A. I don't know how Mr. Wilson categorized that.

2 Q. The large line item here is legal fees for over
3 \$113,000.

4 Do you see that?

5 A. Yes, I do.

6 Q. Why is Mona Co incurring over \$100,000 for legal
7 fees in 2014?

8 A. Probably paying my attorney fees.

9 Q. Who is Mona Co's -- our attorney's fees? Your
10 attorney fees? Let's clarify that one.

11 Whose attorney fees?

12 A. Probably my attorney fees.

13 Q. Your personal attorney's fees?

14 A. Again, I'd be guessing, so I can't answer that
15 question. Attorney fees.

16 Q. To Mr. Coffing?

17 A. I have no idea.

18 Q. We would need to look at your accounting records
19 for that?

20 A. Okay.

21 Q. Is that right?

22 A. Correct.

23 Q. One of the items is outside services for a little
24 over \$14,000.

25 Do you know what that is?

1 A. No, I don't.

2 Q. You have a telephone bill for over \$21,000?

3 A. That's probably cell phones I'm guessing.

4 Q. Cell phones for who?

5 A. Probably for my family, for myself. I'm guessing
6 here. I should not guess. This is prepared by my
7 accountant, and I don't want to do any more guessing.

8 Q. You have over \$53,000 in travel deductions in
9 2014 for Mona Co.

10 What's that for?

11 A. Travel, I guess.

12 Q. Where's Mona Co traveling to?

13 A. Again, my accountant prepared these. I don't
14 know how he categorized them. I had no input on this.

15 Q. But you didn't travel anywhere for Mona Co in
16 2014, did you?

17 A. Depends how he categorized it, what he considers
18 business or not.

19 Q. I'm asking you. You didn't travel anywhere in
20 2014 for Mona Co; correct?

21 A. I traveled. I don't know how he categorized it.
22 I don't know why he would categorize it or how he
23 categorized it.

24 Q. Did you have any trips this past year as it
25 relates to Mona Co?

1 A. I don't know.

2 Q. What does that mean?

3 A. I don't know how he categorized it.

4 Q. Did you fly anywhere in 2014 to address the
5 business of Mona Co?

6 A. Mona Co's business is my business. Wherever I
7 go, it's business. So I don't know how he categorized
8 that again.

9 Q. So you and Mona Co are interchangeable?

10 A. I didn't say that.

11 Q. Okay.

12 A. I don't know how -- this is prepared by Ed
13 Wilson. You'd have to go through his records to see how
14 that is. I have no idea how he categorized it.

15 Q. Let's go back to your other testimony. Mona Co
16 hasn't done any business in five plus years?

17 A. Correct. That doesn't mean that I don't try to
18 generate business. That doesn't mean it's dead. That
19 does not mean I don't go out and try to do business
20 every day. I'm sitting here. I'm not dead. I try to
21 do business. So how he categorized it is how he
22 categorized it.

23 Q. Did you travel anywhere in 2014 and attempt to
24 generate business for Mona Co?

25 A. I travel all over to generate business period.

1 How he categorized it, I have no idea.

2 Q. Did you travel anywhere in 2014 to generate
3 business for Mona Co?

4 MR. COFFING: Asked and answered. It's the
5 third time.

6 THE WITNESS: I'm not answering anymore. I
7 answered twice. I don't know how my accountant prepared
8 this.

9 BY MR. EDWARDS:

10 Q. I'm not asking how your accountant prepared it.
11 I'm asking if you traveled in 2014 to conduct business
12 for Mona Co?

13 A. Whenever I travel, I conduct business. I don't
14 care where it's at. If it's for Mona Co, if it's for
15 CannaVest, or whatever, I travel for business, period.
16 So how my accountant categorized that, I don't know.

17 Q. Again, I'm not asking you how your accountant
18 categorized it. I'm asking you whether you traveled in
19 2014 to conduct business for Mona Co?

20 MR. COFFING: Asked and answered.

21 THE WITNESS: Whenever I travel, I do
22 business wherever I'm at. How my accountant categorized
23 that, I don't know.

24 BY MR. EDWARDS:

25 Q. Have you done any business in Mona Co in 2014?

1 A. Successful business, no.

2 Q. Have you had any unsuccessful business for Mona
3 Co in 2014?

4 A. I always try to cut deals with Mona Co and
5 everything else I'm working on. So there were no deals
6 that were done in 2014, no.

7 Q. What deals did you attempt to cut with Mona Co in
8 2014?

9 A. Always looking for a deal.

10 Q. I hear you.

11 What deals did you attempt to cut for Mona Co in
12 2014?

13 A. I can't recall a specific deal.

14 Q. Can you recall any deal?

15 A. No.

16 Q. Were there any potential deals you were trying to
17 work for Mona Co in 2014?

18 A. Wherever I go, I try to do a deal. Can I
19 pinpoint one? No.

20 Q. Do you have any records related to any potential
21 deals on behalf of Mona Co in 2014?

22 A. Obviously my accountant would have those.

23 Q. Same Exhibit 21, the bottom right-hand corner,
24 page 339. Under other current liabilities, do you see
25 \$55,000 due to affiliate?

1 A. Correct.

2 Q. Who's the affiliate?

3 A. I don't know.

4 Q. No idea?

5 A. No idea.

6 Q. Only your accountant would know?

7 A. My accountant would know.

8 Q. And we'd have to review his records to determine
9 that?

10 A. Correct.

11 Q. Does the debt that Mona Co owes to you, is that
12 reflected anywhere on the tax return?

13 A. I don't know. Again, that's a question to my
14 accountant.

15 Q. Do you agree to provide your accountant's records
16 as part of a supplemental production?

17 MR. COFFING: He's testified to what he can
18 say. We will have an answer for you.

19 BY MR. EDWARDS:

20 Q. Do you have any collection of books?

21 A. No.

22 Q. A library?

23 A. At the house, yes.

24 Q. Do you have books on the shelves?

25 A. I just -- yeah, kid's school books, miscellaneous

1 books.

2 Q. Anything of value?

3 A. No.

4 Q. Any works of art?

5 A. Well, we have art hanging on the walls, but
6 nothing substantial. Just typical pictures in a typical
7 house.

8 Q. Where'd you get the art work from?

9 A. I have no idea.

10 Q. Do you have any musical instruments?

11 A. Piano in the front room.

12 Q. Anything else?

13 A. No.

14 Q. Who makes the piano?

15 A. I have no idea.

16 Q. Where'd you purchase the piano?

17 A. It was purchased about 15 years ago. It's gone
18 from house to house. It's black; that's all I know.
19 Never played.

20 Q. Do you own any jewelry?

21 A. Yes.

22 Q. What kind of jewelry do you own?

23 A. I got my necklace, of course, that I wear, my dad
24 gave me. I've got a couple of wedding rings that my
25 wife keeps -- bought, and I won't wear. One or two

1 bracelets and a couple watches.

2 Q. How many bracelets do you have?

3 A. Two or three. Little cheap gold ones, nothing
4 fancy and a silver one.

5 Q. How many watches do you have?

6 A. Two or three.

7 Q. What kind of watches?

8 A. I have a Breitling. Then I have the black Movado
9 and some sports watch that I wear when I'm doing sports.

10 Q. Have you sold any watches?

11 A. No.

12 Q. Have you gifted any watches?

13 A. No.

14 Q. Never given your son a watch?

15 A. Oh, I take that back. Yes, I did. Years ago for
16 his birthday.

17 Q. What'd you give him?

18 A. A watch that I bought in Italy about 12 years
19 ago.

20 Q. What kind of watch?

21 A. I don't know. Some soccer watch.

22 Q. How much did you spend on the watch?

23 A. I don't remember. I bought it over there.
24 Nothing significant.

25 Q. Under \$5,000?

1 A. No. I think it was about 7 or 8.

2 Q. Do you know who made the watch?

3 A. Pardon me?

4 Q. Do you know who made the watch?

5 A. No.

6 Q. In the past five years, have you made any gifts
7 worth more than \$5,000 to any member of your family?

8 A. No.

9 MR. COFFING: Hang on. I want to be clear.
10 I mean, your testimony -- tuition is paid.

11 THE WITNESS: That's not a gift.

12 MR. COFFING: I want to make sure we're on
13 the same page.

14 THE WITNESS: Tuition is something you give
15 when you have a child. That's the way I grew up. Is
16 that considered a gift, tuition?

17 MR. EDWARDS: I can't tell you how it would
18 be --

19 THE WITNESS: Well, I put both my kids
20 through college. If that's considered a gift, then yes.

21 BY MR. EDWARDS:

22 Q. In the past five years, have you given a gift to
23 anybody worth more than \$1,000?

24 A. No.

25 Q. What jewelry does your wife have?

1 A. Oh, God. A couple wedding rings, one or two
2 bands, something like that, miscellaneous bracelets, you
3 know, nothing significant, necklaces.

4 Q. Earrings?

5 A. Yes. A couple pairs of earrings.

6 Q. Diamond earrings?

7 A. I think she has a pair of diamond earrings, yes.

8 Q. Diamond necklace?

9 A. She has a necklace that has little diamonds in
10 it. Nothing for 32 years of marriage that's
11 significant.

12 Q. Does she have a diamond bracelet?

13 A. I don't remember. I know she has custom jewelry
14 that's bracelets.

15 Q. Do you own any family keepsakes?

16 A. No.

17 Q. Do you have household goods?

18 A. Correct.

19 Q. Such as furnishings in your house; right?

20 A. Correct.

21 Q. What about electronics? Do you have valuable
22 electronics in your room?

23 A. Typical, you know, stereo system, TVs that every
24 house has. Nothing significant.

25 Q. Nothing out of the ordinary?

1 A. No at all.

2 Q. You don't have your own movie theater?

3 A. I have a theater in the house.

4 Q. So there's a projector that goes along with that?

5 A. Projector; correct.

6 Q. And movie theater seating?

7 A. Correct.

8 Q. How large is the theater?

9 A. We got ten chairs in there, five and five. No,
10 I'm sorry. A couch and then four chairs.

11 Q. Do you own any yard equipment?

12 A. No. I never will.

13 Q. Do you own any equipment other than yard
14 equipment?

15 A. Such as?

16 Q. Construction equipment?

17 A. No.

18 Q. Farm equipment?

19 A. No.

20 Q. Mining equipment?

21 A. No.

22 Q. Do you have any inventory?

23 A. Such as?

24 Q. Inventory of a business you tried to get off the
25 ground but never got off the ground you still have in

1 your closet?

2 A. No.

3 Q. For all these questions, I'm using the you in the
4 broad sense. You understand that?

5 A. Yes.

6 Q. Do you have a cabin?

7 A. Cabin?

8 Q. (Nods head.)

9 A. No.

10 Q. Do you have any firearms?

11 A. Yes.

12 Q. How many?

13 A. I've got probably six or eight handguns and
14 probably four or five rifles that were left to me years
15 ago when a buddy passed away. Michael --

16 Q. Do you have a blue card you could give us for
17 your guns?

18 A. Yes.

19 Q. Do you have them on you?

20 A. No.

21 Q. You don't hold the blue cards right now?

22 A. No.

23 MR. COFFING: You mean on his person right
24 now?

25 MR. EDWARDS: Correct.

1 THE WITNESS: No.

2 BY MR. EDWARDS:

3 Q. Do you have a concealed weapons permit?

4 A. No.

5 Q. Where do you store the guns?

6 A. My office at my house.

7 Q. All of them?

8 A. Uh-huh.

9 Q. All the handguns, all the rifles?

10 A. Correct.

11 Q. Are they in a safe?

12 A. No. They're locked up.

13 Q. In what?

14 A. Behind a cabinet.

15 Q. Other than the 2,000 bucks that you store in a

16 drawer in your house, do you have any other cash in your

17 house?

18 A. No.

19 Q. Do you have any cash at the property in San

20 Diego?

21 A. Maybe two, \$300.

22 Q. Where do you keep that?

23 A. In my drawer.

24 Q. Do you have any firearms at the San Diego

25 property?

1 A. No.

2 Q. Do you have any musical instruments at the San
3 Diego property?

4 A. No.

5 Q. Works of art?

6 A. No. I take that back. There's paintings on the
7 wall, typical, everyday paintings.

8 Q. Jewelry at the San Diego property?

9 A. No.

10 Q. Do you have clothing at the San Diego property?

11 A. Yes.

12 Q. Any equipment stored at the San Diego property?

13 A. No.

14 Q. Did you pay your landlord at the San Diego
15 property any deposits?

16 A. No.

17 Q. Any prepaid rent?

18 A. Pardon me?

19 Q. Any prepaid rent?

20 A. No.

21 Q. Do you own any timeshares?

22 A. No.

23 Q. Do you receive any compensation as a result of a
24 wrongful death?

25 A. No.

1 Q. Are you receiving any compensation for the loss
2 of future earnings?

3 A. No.

4 Q. Are you receiving any restitution for a criminal
5 act?

6 A. I'm sorry?

7 Q. Are you receiving any restitution for a criminal
8 act?

9 A. No.

10 Q. Are you receiving Social Security?

11 A. No.

12 Q. Are you receiving any proceeds from a private
13 disability insurance claim?

14 A. No.

15 Q. Do you have any funds in trusts for a funeral or
16 burial services?

17 A. No.

18 Q. You're not receiving any unemployment
19 compensation; correct?

20 A. Not yet.

21 Q. You're not receiving any funds from the public
22 employee's retirement system?

23 A. No.

24 Q. You're not receiving any public assistance?

25 A. No.

1 Q. You're not receiving any child welfare
2 assistance?

3 A. No.

4 Q. Do you own any livestock?

5 A. Like animals?

6 Q. (Nods head.)

7 A. Two dogs.

8 Q. What kind of dogs?

9 A. A Tibetan terrier and a Maltipoo and fish.

10 Q. A Maltipoo?

11 A. A Maltese and a Poodle, combination. It's a
12 mutt. Got it from the pound. Saved his life.

13 Q. What are the names of the dogs?

14 A. Lucky and Rex.

15 Q. Are you forming any entities in the name of Lucky
16 or Rex?

17 A. No.

18 Q. Do you have any plans to do so?

19 A. No.

20 Q. Do you have any sculptures?

21 A. Nothing of any value, no.

22 Q. Do you have a sculpture without value?

23 A. Well, I've got something sitting on my desk, but
24 it's nothing -- I don't know if it's even considered a
25 sculpture to be honest with you. So the answer is

1 probably no.

2 Q. Do you have any Taxidermy?

3 A. No.

4 Q. Do you own any antiques?

5 A. No.

6 Q. Any stamp collections?

7 A. No.

8 Q. Any coins?

9 A. No.

10 Q. At some point in time you had an interest in
11 Capriotti's; right?

12 A. Correct.

13 Q. Tell me about that.

14 A. It's when my son -- we bought an interest in
15 Capriotti's maybe seven years, six years ago. We bought
16 a franchise to control San Diego when my son wanted to
17 stay in San Diego, put one store together on Mission
18 Valley and then sold it.

19 Q. Just one store?

20 A. Correct. We had the rights to all of San Diego
21 but didn't have the money to do it and sold out.

22 Q. Did you sell those rights to anybody else?

23 A. To the gentleman who bought my Mission Valley
24 store.

25 Q. How much did you sell for?

1 A. 500,000. I actually didn't lose money on that
2 deal.

3 Q. So you broke even?

4 A. Broke even.

5 Q. You purchased the franchise for \$500,000?

6 A. Well, I was in it five by the time I purchased
7 the franchise and put the store together.

8 Q. So you purchased it for some amount less than
9 \$500,000?

10 A. It was, like, 130 or something like that, I
11 believe, I paid. But I know all said and done I was in
12 it, like, 495,000.

13 Q. When you were bought out, did you receive one
14 lump sum payment?

15 A. Correct.

16 Q. In the amount of \$500,000?

17 A. Oh, no. I take it back it was Ken Andros
18 (phonetic spelling). I believe he paid me over two
19 payments, yeah.

20 Q. Over two payments?

21 A. Well, no. He paid me two payments totalling
22 \$500,000.

23 Q. Okay. When was the first payment made?

24 A. Maybe 2009, maybe. Sometime in that area.

25 Q. When was the second payment?

1 A. Both received within, like, three months.

2 Q. Has he paid you the full amount?

3 A. Paid in full.

4 Q. Full 500,000?

5 A. (Nods head.)

6 Q. Are any amounts still owed to you under that
7 sale?

8 A. No.

9 Q. Do you have any liabilities associated with
10 Capriotti's?

11 A. No. A lot of weight from eating too many
12 sandwiches.

13 Q. Do you have a wine collection?

14 A. I don't have a wine collection, but we have wine,
15 but it's not a collectors -- you know, you go buy a
16 bottle at Vons and you drink it. So if it's a
17 collection, the answer is no.

18 Q. So if you had to estimate, how many bottles of
19 wine do you have?

20 A. 15.

21 Q. Any of them worth any value?

22 A. No.

23 Q. Where do you buy your wine from?

24 A. Vons.

25 Q. Have you ever had more than, say, 15 bottles of

1 wine at some point in time?

2 A. I'm sure I have, yes. Different party occasions,
3 something like that, yes.

4 Q. At which point you'd have how many bottles?

5 A. Well, whatever we don't drink, we'd have left.
6 Probably 20, 25. I don't know.

7 Q. That'd probably be where you top out at the
8 number of the bottles --

9 A. Probably.

10 Q. -- associated with the party?

11 A. Depends on how many people I invite to come to
12 drink.

13 Q. In the last five years, have you ever had more
14 than 25 bottles?

15 A. No.

16 Q. Okay. Can we take a break?

17 MR. COFFING: Sure.

18 (A break was taken from 2:21 p.m. through
19 2:47 p.m.)

20 BY MR. EDWARDS:

21 Q. Sir, do you still have Exhibit 21 in front of
22 you. This is the Mona Co tax return.

23 A. Yes.

24 Q. If you turn on the bottom right-hand corner to
25 page 329, you see under schedule L, the balance sheets

1 per books.

2 A. Okay.

3 Q. Is this an accurate reflection of the Mona Co
4 balance sheets?

5 A. Again, you know, I do not want to be rude or
6 anything, but I have no idea. I don't do tax returns.
7 My accountant does it, but I have no reason not to
8 believe it's not accurate.

9 Q. And I'm looking under liabilities. I don't see
10 any --

11 A. What number are you?

12 Q. Under schedule L.

13 A. Okay. I gotcha.

14 Q. Looking under liabilities, I don't see any \$1.
15 something million owed by Mona Co.

16 Am I missing something?

17 A. Owed by Mona Co?

18 Q. Correct.

19 MR. COFFING: To Mike Mona?

20 MR. EDWARDS: Correct.

21 THE WITNESS: Again, this is prepared by my
22 accountant. You'd have to talk to him about these
23 records. I don't know.

24 BY MR. EDWARDS:

25 Q. Mona Co owned some Range Rovers; correct?

1 A. Correct.

2 Q. When did it purchase those Range Rovers?

3 A. One, I believe.

4 Q. Just one?

5 A. I believe so.

6 Q. And --

7 A. And looking back now, when you asked me what the
8 income was for that 33,000, whatever it was, wherever it
9 is here for Mona Co income, I believe that was the sale
10 of the Range Rover. I started thinking about it when I
11 was in there, and I remember I -- I asked him what is
12 this from? And he said that's the sale of the Range
13 Rover. So that's what the income was for Mona Co.

14 Q. Thank you for the clarification.

15 A. I was going to clarify it down the road, but I'm
16 glad you opened the door.

17 Q. When did you buy that Range Rover?

18 A. I don't remember. I don't recall.

19 Q. A year ago, five years ago, ten years ago?

20 A. I'd be guessing. I don't know.

21 Q. Can you estimate for me, just your best estimate?

22 A. Three years I'm guessing. Again that's an
23 estimate.

24 Q. Did you buy it new?

25 A. I don't know if I bought it new or used. I don't

1 know. I try to buy them used.

2 Q. Just put into context, we're talking about a 2010
3 or newer?

4 A. Again, I'd be guessing. Probably 2010 or newer,
5 yes.

6 Q. Do you remember how much you purchased the Range
7 Rover for?

8 A. I do not.

9 Q. What was the Range Rover used for?

10 A. Traveling back and forth.

11 Q. Back and forth to?

12 A. Just driving. Just driving.

13 Q. Okay. Was it used by you personally?

14 A. Either myself or my son, one of the two.

15 Q. Here in Las Vegas?

16 A. Correct.

17 Q. Was it used to make trips to Las Vegas to San
18 Diego?

19 A. I probably did make trips to San Diego and Las
20 Vegas, yes.

21 Q. Do any of your entities own any other vehicles?

22 A. No.

23 Q. What car does your son drive?

24 A. He drives a Range Rover.

25 Q. Okay. Is it the Range Rover previously owned by

1 **Mona Co?**

2 A. No. It's one he bought himself.

3 **Q. From where?**

4 A. I don't know if it was in San Diego or Las Vegas.
5 I don't know.

6 **Q. Was it a Range Rover that was previously owned by**
7 **you or one of your companies?**

8 A. I gave him one. One that I drove years ago I
9 gave him.

10 **Q. And that's the one he currently drives?**

11 A. That's the one he currently drives.

12 **Q. When did you own the Range Rover?**

13 A. Three years ago. Two years ago I bought it.
14 Three years ago I'm guessing. Again, I'm just guessing.

15 **Q. Two to three years ago you bought the Range Rover**
16 **in the first place?**

17 A. Correct.

18 **Q. You owned it personally?**

19 A. I don't know if it's personal or through the
20 company. I don't know which one it was.

21 **Q. And then you gave it to your son?**

22 A. Correct. Not this one here that I sold.

23 **Q. A different one?**

24 A. A different one.

25 **Q. When did you give it to your son?**

1 A. A year ago.

2 Q. Okay. Did he pay you for the vehicle?

3 A. He owes me for it.

4 Q. What does he owe you?

5 A. I think we come up with a value of, like, 30,000
6 that he's going to eventually pay me.

7 Q. What year is the Range Rover?

8 A. I think a '11 or '12, I think. Again, I'm
9 guessing. Maybe a '12.

10 Q. Is there any written agreement between you and
11 your son as it relates to the repayment of the 30,000 or
12 the sale of the vehicle in the first place?

13 A. No.

14 Q. Earlier I asked about any transfers you had made
15 of personal property, and this vehicle would fall into
16 one of those transfers.

17 Can you think of any other transfers you've made
18 in the last five years --

19 A. No.

20 Q. -- of any assets?

21 A. I missed that one. I'm sorry.

22 Q. You can't think of any others?

23 A. No.

24 Q. When you sign your tax returns, you understand
25 you're doing so under penalty of perjury; right?

1 A. Correct.

2 Q. The language also says that you're attesting that
3 you've read the information in the tax returns, and
4 you're confirming that it's true and accurate.

5 Is that your understanding as well?

6 A. I do not go through it with a fine-tooth comb
7 like you are obviously. But again, Ed's been my
8 accountant for a long time, so I've taken it for
9 granted. Maybe I should not, but I've taken for granted
10 his numbers are accurate.

11 Q. Ed Wilson is not a signatory on any of your bank
12 accounts; correct?

13 A. No.

14 Q. So when you're signing checks or making
15 transfers, you're in control of that money; right?

16 A. What kind of transfers?

17 Q. When you're paying bills, when you're paying for
18 travel expenses?

19 A. Yes.

20 Q. You stated at the beginning of the judgment
21 debtor examination that you want to pay all of your
22 creditors?

23 A. That's my goal.

24 Q. It's your goal. If that's the case, when you
25 came into holding the \$6.8 million stock that you sold,

1 **why didn't you pay your creditors?**

2 A. Because at that time I thought my investment in
3 CannaVest would be 10, 15 times fold, and then I could
4 pay them from that. It's the same reason I'm in the
5 trouble right now. You know, I have -- we all have
6 regrets in life. There's a few regrets I've made.
7 Looking back now, I probably should have. There's a lot
8 of things that, you know, I should have, would have,
9 could have done. I thought my investment in CannaVest
10 was going to be 10, 15 fold minimum. So I took a
11 gamble. Another gamble like I did in 2000, I lost, like
12 I did in 2008. Was it right? Not at all.

13 (Exhibit 22 was marked for identification.)

14 BY MR. EDWARDS:

15 Q. Sir, I'm showing you what's being marked Exhibit
16 22.

17 Do you recognize this document?

18 A. Yes.

19 Q. It's a collection of your credit card statements;
20 right?

21 A. Collection of what? I'm sorry.

22 Q. Your credit card statements?

23 A. No, no. This is the Employer's Holding that I
24 told you about.

25 Q. Sorry. I handed you the wrong document.

1 Okay. Sir. I'm showing you the corrected

2 Exhibit 22.

3 Do you recognize these documents?

4 A. Yes.

5 Q. As what?

6 A. As credit card statements.

7 Q. These are your credit card statements?

8 A. Correct.

9 Q. The credit cards you hold with Capital One?

10 A. Correct.

11 Q. On this first page, there are two different
12 charges to A-1 Self Storage.

13 Do you see them?

14 A. Correct.

15 Q. And is that the California storage location?

16 A. Yes.

17 Q. Why two payments like this in just a few days,
18 one on January it 22nd, the other on 27th?

19 A. Obviously I have two store rooms.

20 Q. In California?

21 A. Correct.

22 Q. Earlier you testified that you only had one?

23 A. I was wrong.

24 Q. Does this refresh your recollection that you may
25 have more than two in California?

1 A. No, I have two in California.

2 Q. And is A-1 Self Storage the location where you
3 have these storage facilities?

4 A. Yes.

5 Q. On Island Avenue; is that right?

6 A. No. I live on Island Avenue. These are on,
7 like, Harbor Boulevard, I believe. I live on Island.

8 Q. If you turn to the next page for me.

9 A. Okay.

10 Q. The second charge down. It says Nevada boat
11 renewal. December 22nd.

12 A. Correct.

13 Q. What's that for?

14 A. I paid for -- my son and my daughter have a
15 little pontoon boat up in Big Bear that they still have.
16 So I paid for their boat renewal.

17 Q. Where did they get the pontoon boat from?

18 A. They bought it. They've had it.

19 Q. From who?

20 A. I don't know where they bought it from.

21 Q. Was it your pontoon boat?

22 A. No.

23 Q. Was it owned by one of the companies?

24 A. No.

25 Q. They bought it from a third party?

Part C-1

PART C-1

1 A. Correct.

2 Q. That you don't know?

3 A. That I don't know.

4 Q. How much did they buy it for?

5 A. I have no idea.

6 Q. You say this boat is stored up in Big Bear?

7 A. I believe that's where it's stored.

8 Q. Why would you be renewing the boat in Nevada if
9 it's stored in California?

10 A. I don't know why it -- he has a Nevada
11 registration on it. It is in California.

12 Q. Is this an annual registration?

13 A. I believe so.

14 Q. Let me direct your attention to Exhibit 22 on the
15 bottom right-hand corner is marked with page 154.

16 A. Okay.

17 Q. You see the charge to Pine Knot Marina, Big Bear
18 Lake?

19 A. Correct.

20 Q. What's that for?

21 A. The same pontoon boat. I paid for something on
22 it obviously.

23 Q. Some work done or to pay for a slip?

24 A. I don't know. Something that my son and my
25 daughter talked me into paying for them.

1 Q. Do you use the boat when you visit Big Bear?

2 A. I've used -- I've been on this boat maybe twice.

3 Q. Do your children use the Big Bear cabin that you
4 use to own when they visit?

5 A. They've used it maybe one time.

6 Q. Where do they stay when they go to Big Bear?

7 A. They usually go up and back. It's a two-hour
8 drive.

9 Q. Just day trips?

10 A. Yeah. And my son has got a friend whose parents
11 have a house up there somewhere. I don't know the
12 details on it. Big Bear is two hours from San Diego.

13 Q. But they don't stay at your former house?

14 A. They may have stayed there once or twice.

15 Q. How recently?

16 A. Not this year at all. Nobody's been up there
17 this year except for New Years.

18 Q. Let me direct your attention to the last page of
19 Exhibit 22. Almost three quarters of the way down the
20 charges listed on this bill is another Nevada boat
21 renewal.

22 A. Uh-huh.

23 Q. April of 2014. So that means two boat renewals
24 within the year 2014.

25 Is there another boat?

1 A. Well, no. One was probably -- there is not
2 only -- where do you see boat renewal? Where am I at?

3 Q. It's charge number ten on this last page of
4 Exhibit 22.

5 A. You know, I'm just guessing. There's one boat.
6 There's not two boats. There's one. But I'm guessing,
7 you know, up in Big Bear when Rhonda had her boat,
8 there's two or three different -- you got to get a lake
9 permit. You got to get a registration permit. They
10 charge you -- it's California. They charge you four or
11 five different charges. So I have to say this is
12 another one of the miscellaneous charges. But there is
13 one pontoon boat, and that's it

14 Q. One pontoon boat, two renewal charges within the
15 same year?

16 A. It says renewal, but it could be a renewal of the
17 lake permit, something like that. It's not a renewal of
18 the registration. There's one boat, one registration.
19 So it has to be renewal of the lake permit. Again, it's
20 California. They have a tax for a tax for a tax as Al
21 knows. I'm just guessing. That was one of the renewals
22 for, you know, either the lake permit or the California
23 permit or the because you're an American permit. Who
24 knows.

25 Q. In charge number ten, you'll note that it

1 actually says NV boat renewal and has a 775 phone number
2 attached to it. I'm assuming that's Reno or Lake Tahoe.

3 Is there any boat in Lake Tahoe that you're aware
4 of?

5 A. No. I know for a fact there isn't. I've been to
6 Lake Tahoe once in the last 30 years. I don't think my
7 kids have ever been up there.

8 Q. On this same statement, there's two additional
9 charges to the Pine Knot Marina on Big Bear Lake.

10 Do you see those?

11 A. Yes.

12 Q. Both in April of 2014?

13 A. Yes.

14 Q. What are those for?

15 A. Again, my kids talked me into paying for
16 something for the boat. Typical kids. Daddy, pay for
17 it. Probably my daughter asked me is what I'm guessing.

18 (Exhibit 23 was marked for identification.)

19 BY MR. EDWARDS:

20 Q. Sir, I'm showing you what's been marked as
21 Exhibit 23.

22 Do you recognize this?

23 A. Uh-huh.

24 Q. What is it?

25 A. It's my office. Nice picture.

1 Q. Is that your firearm collection on the left-hand
2 side?

3 A. Yes, it is.

4 Q. Looks like you have a PGA flag hanging over your
5 fireplace?

6 A. Correct.

7 Q. Who's it signed by?

8 MR. COFFING: PGA flag.

9 THE WITNESS: I'm trying to think. He's
10 been at like -- he's attended, like 40, 42 Masters. I
11 forget. I forget the name of him.

12 BY MR. EDWARDS:

13 Q. Some famous golf pro?

14 A. Yes.

15 Q. In the bottom right-hand corner, is that a
16 leopard?

17 A. Yes.

18 Q. Is that ceramic? Is that stuffed?

19 A. That's probably \$120 leopard. It's ceramic.
20 It's plastic. Ceramic, something like that.

21 Q. Any other valuables you can identify for me in
22 this picture?

23 A. Oh, I got that silver armor thing right there
24 that my kids gave me for Father's Day because I'm
25 supposedly tough as armor.

1 Q. Looks like you have some German beer signs?

2 A. Where?

3 Q. I'm just guessing. Over on the top left.

4 A. Oh, those are nothing collectible whatsoever. My
5 wife bought those.

6 Q. Any other valuables you can identify in this
7 picture?

8 A. Pictures of my family which are priceless, and
9 that's it.

10 Out of curiosity, how'd you get the picture of my
11 house?

12 MR. EDWARDS: Can't answer the questions.

13 (Exhibit 24 was marked for identification.)

14 BY MR. EDWARDS:

15 Q. Sir, I'm showing you what's been marked as
16 Exhibit 23 {sic}.

17 Do you recognize this document?

18 A. Uh-huh.

19 Q. What is it?

20 A. My wine cellar.

21 Q. In your home?

22 A. Uh-huh. Under the stairway.

23 Q. Okay. Earlier you testified that you'd never
24 have more than 25 bottles of wine at any point in time;
25 right?

1 A. Correct.

2 Q. I did my best to count, and there's well over 25
3 bottles of wine here. There's more like 50 or 60, if
4 not more.

5 A. I don't go in this room. I don't drink. I don't
6 go in this room.

7 Q. So you may have a wine collection?

8 A. Why don't you come to my house and look at these
9 wines. I guarantee there's not one over \$30, \$40.
10 You're more than welcome to come right now. So if you
11 call this a wine collection, call it what you want.

12 Q. Okay. You're not a drinker?

13 A. Very little.

14 Q. Is your wife?

15 A. She loves wine.

16 Q. So if anybody is buying the wine, it's your wife?

17 A. I'm not going to say I never bought a bottle of
18 wine, but she likes the wine. Her and her girlfriends.

19 Q. Does she ever buy wine in bulk, buy a case of
20 wine?

21 A. I don't know how she buys it. I don't go grocery
22 shopping with her.

23 Q. Do you ever see boxes of wine show up on your
24 doorstep?

25 A. Well, I think she's a member of one wine club --

1 I don't know which one -- that she does get three or
2 four bottles a month, something like that.

3 Q. She gets? I'm sorry. One more time.

4 A. Like three or four bottles a month. Sorry I'm
5 mumbling.

6 Q. That's all right.

7 I think I'm done. Let me just take another
8 five-minute break to confirm.

9 A. No problem.

10 (A break was taken from 3:07 p.m. through
11 3:11 p.m.)

12 BY MR. EDWARDS:

13 Q. Back on the record.

14 As we discussed when we were off the record, when
15 we were talking about the picture of the wine cellar, I
16 referred incorrectly to Exhibit 23. It was actually 24;
17 is that right, sir?

18 A. Yes.

19 Q. What kind of car does your daughter drive?

20 A. Range Rover.

21 Q. Where did she get the Range Rover from?

22 A. Her trust. Mik Nik Trust.

23 Q. Mik Nik Trust purchased the Range Rover?

24 A. I believe so.

25 Q. From who?

1 A. I don't know. My son made the deal.

2 Q. Did he do a deal with Mona Co?

3 A. No.

4 Q. You're saying he bought the car for your daughter
5 from a third party?

6 A. Somebody. Either new or used. I don't know.

7 Q. Is your daughter driving a Range Rover that you
8 used to drive?

9 A. No.

10 Q. Is your daughter driving a Range Rover that your
11 wife used to drive?

12 A. No.

13 Q. Is your daughter driving a Range Rover that your
14 son used to drive?

15 A. No. It's a used Range Rover. I don't know where
16 he bought it from.

17 Q. And we've sent your attorney a list, a
18 preliminary list of documents we think were missing from
19 the production. I think we found more since then, so
20 we'll try to update that list. It's a discussion that
21 me and your attorney will have to have. I'm not
22 necessarily concluding the judgment debtor examination
23 because we might have to continue it after I see those
24 documents, but just wanted to let you know that up
25 front. As for today, I'm all done.

1 MR. COFFING: And any further inquiry would
2 be related to documents that you believe were deficient
3 in the production?

4 MR. EDWARDS: Documents or related issue,
5 yes.

6 MR. COFFING: Okay.

7 MR. EDWARDS: All right. Thank you.

8 (The proceedings concluded at 3:13 p.m.)

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CERTIFICATE OF WITNESS

PAGE	LINE	CHANGE	REASON
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I, MICHAEL J. MONA, JR., Witness herein, do
 certify and declare under penalty of perjury the
 foregoing transcription to be my deposition
 and that I have read, corrected, and do
 affix my signature to said deposition, under
 penalty of perjury.

MICHAEL J. MONA, JR., WITNESS

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

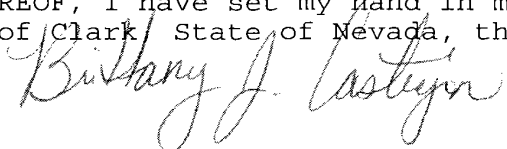
3 CERTIFICATE OF REPORTER

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

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

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

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

25 
Brittany J. Castrejon, CCR NO. 926

Exhibits		\$		
	3:23 102:10,12 105:11		\$2.2 33:4	\$500 91:24 92:3,5,8
EXHIBIT-00001 3:10 7:17,20 9:10	EXHIBIT-00013 3:24 106:12,14	\$1 145:4,7 196:14	\$2.6 123:3,6	\$500,000 72:8 121:25 123:5, 22 158:21 193:5,9,16,22
EXHIBIT-00002 3:11 11:20,24, 25	EXHIBIT-00014 4:3 115:17,19, 20 116:2,13	\$1,000 184:23	\$2.64 72:18,24 73:2	\$53,000 177:8
EXHIBIT-00003 3:13 13:19,22	EXHIBIT-00015 4:4 118:6,9	\$1.2 125:13	\$200 25:18 30:7,11 132:25	\$55,000 180:25
EXHIBIT-00004 3:14 16:5,8 18:17	EXHIBIT-00016 4:5 120:21,23 130:18	\$1.23 18:17	\$200,000 75:19 127:4 129:7, 13,18	\$55,541 157:2
EXHIBIT-00005 3:15 19:4,7	EXHIBIT-00017 4:6 121:18,21	\$10,000 25:20, 22,24 67:3 75:22 77:18 109:8 110:2	\$209,521 77:17	\$6.8 11:15 201:25
EXHIBIT-00006 3:16 24:17,20	EXHIBIT-00018 4:7 156:14,17 157:7 159:1	\$100 25:17 133:10	\$21,000 166:17 177:2	\$60,000 104:5, 9
EXHIBIT-00007 3:17 26:9,12, 22	EXHIBIT-00019 4:8 76:21 159:16,18,19 160:21 162:6 163:15 167:15 170:10	\$100,000 30:25 31:2 33:9 110:4 176:6	\$25,000 113:8	\$65,000 116:18,20,22, 24 117:18 141:14
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EXHIBIT-00009 3:20 67:19,21, 22 68:23,24 72:20	EXHIBIT-00021 4:11 173:23,25 175:7 180:23 195:21	\$120 209:19	\$3.4 9:8	\$700,000 34:1, 4
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